

# DIGIT PAYMENT PROTECTION POLICY

Policy Wordings

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## DIGIT PAYMENT PROTECTION POLICY

### Policy Wordings

#### **PREAMBLE:**

Whereas the Insured described in the Policy Schedule/Certificate of Insurance has made a Proposal and declaration to Go Digit General Insurance Limited (hereinafter called the "Company"), which shall be the basis of this Insurance and has paid the premium specified in the Policy Schedule/Certificate of Insurance as consideration for the indemnity hereinafter contained for the Policy Period/Cover Period stated in the Policy Schedule/Certificate of Insurance or during any further Period for which the Company may accept payment for the renewal or extension of this Policy.

#### **DEFINITIONS:**

The following words or terms shall have the meaning ascribed to them wherever they appear in this Policy, and references to the singular or to the masculine shall include references to the plural and to the feminine wherever the context so permits:

1. **Accident or Accidental** means a sudden, unforeseen, and involuntary event caused by external, visible, and violent means.
2. **Air Accident** means collision of two or more commercial aircraft in Air or collision of bird with the commercial aircraft in air.
3. **ATM** mean Automated Teller Machines of Banks, which have been approved by Reserve Bank of India.
4. **ATM Robbery** means Robbery of the money that was withdrawn by the Insured person from any ATM in India using his/her Card, that occurs within time as specified in the Policy Schedule/ Certificate of Insurance of the withdrawal of the money from the ATM and within distance as specified in the Policy Schedule/ Certificate of Insurance of that ATM.
5. **Bodily Injury/ Injury** means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent, and visible and evident means which is verified and certified by a Medical Practitioner/ Physician/ Doctor.
6. **Card** means the credit card, cash card, debit card, gift card, pre-paid card, travel card and other similar cards issued to the Insured person by a Qualified Financial Institution.
7. **Card Loss means** i.) inadvertent loss of possession of the Card by the Insured person or ii.) theft of the Card from the Insured person during the Policy Period.
8. **Certificate of Insurance** means the Document issued by the Company to the Insured person under the Terms and Conditions of Master Policy/Group Policy detailing the Master Policy number, the Card details, Cover Period with the commencement date and expiry date of the cover, Insured person's name, address, coverage, benefits, Sums Assured, Deductible, condition(s), exclusions and / or endorsement(s), and the terms and conditions of the coverage.
9. **Cloning** means stealing card information by swiping the card through the device that copies the information held on the magnetic strip into memory which then copies them onto a bogus card.
10. **Counterfeit Card** means card which has been embossed or printed so as to pass off as a Card issued by the financial institution which is subsequently altered or modified or tampered without consent of the financial institution.
11. **Cover Period** means the period as specified in the Certificate of Insurance issued to the respective Insurance Beneficiary during which the coverage is provided as per Terms and Conditions of the Master Policy.
12. **Deductible** means the amount which shall be borne by the Insured person in respect of each and every claim made under the Certificate of Insurance. The Company's liability to make any payment under the Certificate of Insurance is in excess of the Deductible.
13. **Financial Institution** means Banking Company under Reserve Bank of India Act, 1934 and shall also include a Non-Banking Financial Company as defined under Reserve Bank of India Act, 1934 read with the RBI guidelines, from time to time.
14. **FIR (First Information Report)**- means the complaint filed by the Insured person and registered by the police Station within whose jurisdiction the alleged offence is committed/occurred.
15. **Group:** The definition of a group as per the provisions of group guidelines issued by Authority vide circular015/IRDA/Life/Circular/GI Guidelines/2005 dated 14th July 2005 and any further amendments issued by the Authority from time to time.
16. **Hazardous or Adventure sports** shall mean any sport or activity, which is dangerous to the Insured Person whether he/she is trained, or not. These activities shall be considered to be hazardous irrespective of the safety precautions taken while undergoing these activities/sports. Such sport/Activity includes, but is not limited to, Abseiling, Adventure racing, Animal Conservation/ Game Reserve, Archery, Base jumping, Bicycle touring, Big game hunting, Black water rafting, Biathlon, BMX Stunt/ Obstacle riding, Bobsleighting/ using Skeletons, Bouldering, Boxing, Bull-fighting, Canyoning, Bungee jumping, Cave tubing/ Cave Diving, Caving/ Pot holing, Clay Pigeon Shooting, Climbing/

Trekking/Walking over 2,000 meters altitudes, Cross Channel, Swimming, Cycle Racing, Cyclo cross, Drag racing, Dry/Desert/Dune Skiing/Bashing, Endurance testing, Fencing, Field hockey, Flying as a pilot, Free Diving/ No Limits Driving, Gaelic Football, Gliding, Gymnastics, Hang gliding, Heptathlon, Harness racing, Heli Skiing/ Boarding, High diving (above 5 meters), Horse racing, Horse riding and Jumping, Hot air ballooning, Hunting on Horseback, Hunting/Shooting, Hurling, Ice and Street Hockey, Ice climbing, Ice skating, Ice speedway, Jet boating, Jet Skiing, Jousting, Judo, Karate, Kayaking, Kendo, Kite Skiing, Kite Surfing/Land boarding/buggying, Lacrosse Luge/ Tobogganing, Lugging, Manual Labour, Marathon running, Martial Arts, Micro – lighting, Modern pentathlon, Motor cycle racing (All types), Motor rallying, Mountain biking, Mountain Boarding, Mountain Running, Mountaineering/ Rock climbing, Orienteering (Involving climbing), Parachuting, Paragliding/ Parapenting, Parasailing, Parascending (Over land and water), Parkour/Parcours/Free Running, Piloting aircraft or learning to pilot an aircraft, Point to Point, Polo, Power boat racing, Powerlifting, Professional sports of any kind, Quad biking/all terrain vehicles, Rifle range shooting, River boarding, River boardings, River bugging, Rock scrambling, Rodeo, Roller hockey, Rugby, Running of the bulls, Safari tours, Sail boarding (racing/high speed/extreme), Sailing, Sand boarding, Scuba Diving, Shark feeding/cage diving, Skate boarding, Ski acrobatics, Ski doo Ski jumping, Ski racing, Sky diving, Small bore target shooting, Snorkelling, Snow mobilizing, Snow Skiing, Snowboarding, Speed trials/ Time trials, Steeple Chasing, Surfing, Team Sports played in competitive contest, Tomb stoning/cliff diving/quarry diving, Trial bike riding, Triathlon, Tubing on snow, Tubing, Wakeboarding, War games(non-armed forces), Water skiing or Water Ski jumping, Weight Lifting, Wrestling, White or black water rafting, White water kayaking, Wind surfing, Yachting, Zip Line, Zorbing and Hydro-zorbing and activities of similar nature.

**17. Hospital** means any institution established for in-patient care and day care treatment of illness and/or injuries and which has been registered as a hospital with the local authorities under Clinical Establishments (Registration and Regulation) Act 2010 or under enactments specified under the Schedule of Section 56(1) and the said Act Or complies with all minimum criteria as under:

- a) has qualified nursing staff under its employment round the clock;
- b) has at least 10 in-patient beds in towns having a population of less than 10,00,000 and at least 15 inpatient beds in all other places;
- c) has qualified medical practitioner(s) in charge round the clock;
- d) has a fully equipped operation theatre of its own where surgical procedures are carried out;
- e) maintains daily records of patients and makes these accessible to the insurance company's authorized personnel.

For the Purpose of Overseas Insurance, Hospital shall mean any institution established for in-patient care and day care treatment of illness and/or injuries and which has been registered as a hospital with the local authorities and complies with all minimum criteria as under:

- a) has qualified nursing staff under its employment round the clock;
- b) has qualified medical practitioner(s) in charge round the clock;
- c) has a fully equipped operation theatre of its own where surgical procedures are carried out;
- d) Maintains daily records of patients and makes these accessible to the insurance company's authorized personnel.

**18. Hospitalization** means admission in a Hospital for a minimum period of 24 consecutive 'In-patient Care' hours except for specified procedures/ treatments, where such admission could be for a period of less than 24 consecutive hours.

**19. Insured / Policyholder** means the Organization/Entity which is Institution/ Legal Entity or Group Manager [as per IRDAI guidelines] named in the Master Policy.

**20. Insured Person** shall mean individual member of the group covered under the Master Policy.

**21. Intensive Care Unit (ICU)** means an identified section, ward or wing of a hospital which is under the constant supervision of a dedicated medical practitioner(s), and which is specially equipped for the continuous monitoring and treatment of patients who are in a critical condition or require life support facilities and where the level of care and supervision is considerably more sophisticated and intensive than in the ordinary and other wards.

**22. Master Policy** shall mean the group Policy issued to the Insured containing the terms and conditions of the insurance coverage and under which Certificates of Insurance shall be issued to the Insured person.

**23. Medical Practitioner/ Physician/Doctor:** Is a person who holds a valid registration/license from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of registration/license. "Physician" shall not include any member of the Insured person's family.

**24. Near Field Communication (NFC):** Near-Field-Communication (NFC) is a short-range wireless technology that let NFC enabled devices communicate with each other. NFC-enabled devices must be either physically touching or within a few centimetres of each other for data transfer to occur.

**25. Permanent Total Disability** shall mean either of the following:

- a. Total Paralysis

- b. Total and irrecoverable loss of sight of both eyes, or  
 c. Actual Loss by physical separation of two Limbs (both hands or both feet or one hand and one foot), or  
 d. Total and irrecoverable loss of use of two Limbs (both hands or both feet or one hand and one foot),  
 e. Total and irrecoverable loss of sight of one eye and physical separation of or Total and irrecoverable loss of use a limb (either one hand or one foot), or  
 f. Total and irrecoverable loss of speech and hearing of both ears  
 For the purpose of this benefit,  
 a. Total Paralysis means complete and irreversible loss of motor function leading to the total loss of function of the entire body from neck down due to an accidental injury to the spinal cord.  
 b. Limb means a hand at or above the wrist or foot above the ankle.  
 c. Physical separation means separation of limb(s) from the body above the wrist and/or ankle.  
 d. Total & irrecoverable loss of Use of limb(s) means complete and irreversible loss of functional, normal or characteristic use of the hand or foot provided loss of use continues for a period of 180 days from the onset of loss of use and at the expiry of 180 days there is no reasonable medical hope of improvement.

- 26. Phishing** is the attempt to obtain sensitive information such as usernames/user ID, passwords, and Card details (and sometimes, indirectly, money), often for malicious reasons, by masquerading as a trustworthy Entity in a written electronic communication.
- 27. Post-reporting period** means the number of hours after the time of the financial loss / card loss was reported by the Insured person to the card issuer/ financial institution.
- 28. Policy** means the Proposal, the Master Policy Schedule along with these Terms and Conditions, Certificate of Insurance issued to respective Insured person/s and any endorsements attaching to and/or forming part thereof either at the commencement or during the Policy Period.
- 29. Policy Period** refers to group Master Policy period, within which Certificates of Insurance are issued to members of the group. Also references to Policy Period will imply Cover Period of respective Certificate of Insurance/s.
- 30. Pre-reporting period** means the number of hours (not falling outside the Cover Period) before the time of the financial loss/Card loss was reported by the Insured person to the card issuer/ financial institution during which any loss incurred by the Insured person will be covered.
- 31. Reasonable and Customary Charges** means the charges for services or supplies, which are the standard charges for the specific provider and consistent with the prevailing charges in the geographical area for identical or similar services, taking into account the nature of the illness / injury involved.
- 32. Robbery** : Theft is "robbery" if, in order to the committing of the theft, or in committing the theft, or in carrying away or attempting to carry away property obtained by the theft, the offender, for that end, voluntarily causes or attempts to cause to any person death or hurt or wrongful restraint, or fear of instant death or of instant hurt, or of instant wrongful restraint.
- 33. Schedule** means the Card Payment Protection Policy schedule, and any annexure to it, attached to and forming part of the Policy.
- 34. Skimming** means an electronic method of capturing Insured Person's card details by unauthorized means.
- 35. Subrogation** means the right of the Company to assume the rights of the Insured person to recover loss/expenses paid out under the Certificate of Insurance that may be recovered from any other source.
- 36. Sum Insured** means the section wise amount stated in the Policy Schedule/ Certificate of Insurance, which is the maximum amount (regardless of the number and amount of claims made) for any one claim and or in the aggregate for all claims under the respective section made by the Insured person under the Policy Schedule/ Certificate of Insurance during any one Policy Period/ Cover Period.
- 37. Tele-phishing** is the practice of using the telephone system to gain access to private personal and financial information for purposes of identity theft.
- 38. Theft** shall mean intending to take dishonestly any movable property out of the possession of any person without that person's consent with the intention of permanently depriving the Insured of such property and does not include larceny, pilferage and the like.
- 39. Unauthorised /Fraudulent Transaction** means the transactions done through Point of Sale /ATM/Online payment gateway by someone else other than the Insured Person without his/her consent and/or impersonating the Insured Person.
- 40. Digital Wallet** is an Online Wallet meant for carrying out online transactions only.
- 41. Vishing** the fraudulent practice of making phone calls or leaving voice messages purporting to be from reputable companies in order to induce individuals to reveal personal information, such as bank details and credit card numbers.

**42. We, Our, Ours, Us, Company** means the Go Digit General Insurance Company Limited.

**43. You, Your, Yourself/Your Family named in the Certificate of Insurance** means the Insured Person that We insure as set out in the Schedule.

## COVERAGES:

### Benefit Table

Section	Coverage
Section 1: Card Cover	Section 1.1 Lost Card Liability
	Section 1.2 Online Transaction Cover
	Section 1.3: Card Liability due to unauthorized / fraudulent usage on account of including but not limited to Skimming / Phishing/ Counterfeit / Payment made on mirror sites
	Section 1.4 ATM assault and robbery
	Section 1.5 ATM Fraud Cover
Section 2: Other Electronic Transaction Cover	Unauthorised /Fraudulent transactions on Other Electronic Transaction (Other than card and Digital Wallet)
Section 3: Digital Wallet Cover	Digital Wallet Cover
Section 4: Personal Accident Cover	Section 4.1 Death
	Section 4.2 Permanent Total Disablement
	Section 4.3 Permanent Partial Disablement
	Section 4.4 Temporary Total Disablement
	Section 4.5 Air Accident Cover
	Section 4.6 Children Education Grant
	Section 4.7 Girl Child Benefit
	Section 4.8 Funeral Expenses
	Section 4.9 Transportation of Mortal Remains
Section 5: Identity Theft	Identity Theft
Section 6: Purchase Protection	Purchase Protection
Section 7: Price Protection	Price Protection
Section 8: Personal Travelling Protection	Section 8.1 Loss of Personal Baggage / Personal Belongings
	Section 8.2 Loss of Passport / Documents during the trip
	Section 8.3 Missed Connecting Flight during transit Coverage:
	Section 8.4 Trip Cancellation
	Section 8.5 Delay in Flight
	Section 8.6 Emergency Medical Treatment and Evacuation
	Section 8.7 Emergency Accidental Treatment and Evacuation
	Section 8.8 Plane Hijack Cover
	Section 8.9 Home protection while Insured Person is away
Section 9: Wallet Protection (Lost Wallet Coverage)	<ul style="list-style-type: none"> <li>• Replacement costs for the lost or stolen wallet</li> <li>• Application fees for applying for new personal papers and/ or cards.</li> </ul>

### SECTION 1: CARD COVER

The Company hereby agrees subject to the terms, conditions and exclusions herein contained or otherwise expressed herein, to indemnify to the Insured Person an amount not exceeding the Sum Insured as specified in the policy schedule/ certificate of Insurance against the respective sections.

#### Section 1.1: Lost Card Liability

##### I. What We Cover

We will indemnify the Insured Person against the financial loss arising out of unauthorized / fraudulent transaction during the cover period from the Insured person's lost or stolen Card.

**II. Condition applicable to Section 1.1.**

1. The cover under this section shall be applicable only for the number of hours prior to reporting the loss of Card (pre-reporting period) and the number of hours post reporting of loss of card (post-reporting period) as specifically mentioned in the Policy schedule / Certificate of Insurance.

**III. Exclusions applicable to section 1.1**

1. Unauthorized /fraudulent transaction made on Insured Person's card if his/her card has not been lost or stolen;
2. The amounts refunded upon cancellation of purchases of products or services.
3. Loss incurred due to erroneous debits arising on fraudulent or other transactions, on account of system or technology related fault, for which the financial institution is liable.
4. Loss or damage on account of counterfeit cards.
5. Any loss or damage arising out of Internet based transaction.

**Section 1.2: Online Transaction cover****I. What We Cover**

We will indemnify the Insured Person against the financial loss arising out of unauthorized/ fraudulent transactions through internet during the Cover Period, using the CVV (Card Verification Value Code) or the PIN (Personal Identification Number) of the Card issued to the Insured Person by the financial institution.

**II. Conditions applicable to section 1.2:**

1. The cover under this section shall be applicable only for the number of hours prior to reporting the loss (pre-reporting period) and the number of hours post reporting of loss (post- reporting period) as specifically mentioned in the Policy schedule / Certificate of Insurance.

**III. Exclusions applicable to section 1.2:**

1. Any transactions not confirmed by the host website or the authorized financial institution.
2. Any errors made by the host website or the authorized financial institution.
3. Loss incurred due to erroneous debits arising on fraudulent or other transactions, on account of system or technology related fault, for which the financial institution is liable.
4. Any transactions made using a PIN that has not been introduced by the financial institution as mandated by the concerned regulatory authority.
5. For any loss arising out of a PIN based fraud:
  - a. if the PIN was mentioned on the Card itself, shared with any person or
  - b. if the default PIN given by financial institution had not been changed wherever it has been suggested by the financial institution.

**Section 1.3: Card Liability due to unauthorized / fraudulent usage on account of including but not limited to Skimming / Phishing / Counterfeit/ Cloning/ Payment made on mirror sites****I. What We Cover**

We will indemnify the Insured Person against the financial loss arising out of unauthorized/ fraudulent transaction using Insured Person's cards due to skimming, counterfeiting, cloning, phishing, payment made on mirror sites and other similar kind of fraud as mentioned in the Policy schedule/ Certificate of Insurance.

**II. Condition applicable to Section 1.3:**

1. The cover under this section shall be applicable only for certain number of hours prior to reporting the loss (pre-reporting period) and certain number of hours post reporting of loss (post- reporting period) as mentioned in the Policy schedule / Certificate of Insurance.

**III. Exclusions applicable to section 1.3**

1. Any loss or damage arising out of card transactions effected outside the notification period (as specified in the Policy Schedule/ Certificate of Insurance) prior to the first reporting of unauthorized use of the card to the financial institution.

**Specific Exclusion applicable to section 1.3 which can be waived in case specifically agreed by us:**

2. Any financial loss arising out of Cards lost in transit/ wrong delivery before its eventual receipt by the original Card holder.
3. Any financial loss arising out of Tele-phishing



### Section 1.4: ATM assault and robbery

#### I. What We Cover

We will reimburse the Insured Person against the following covers:

1. **ATM Robbery** - We will reimburse Insured Person for the money he/she withdrew from any ATM using his/her card against a robbery event that occurs within a time period from the withdrawal of the money and within a distance from ATM, as specified in the Policy Schedule / Certificate of Insurance.
2. **Bodily Injury** - We will reimburse Insured Person for reasonable emergency first aid charges for his/her bodily injury during a robbery that is covered under this section
3. **Transaction under Threat/ violence** - We will reimburse Insured Person for the money he/she withdrew from any ATM by forcibly using his/her card under a threat violence.

#### II. Exclusions applicable to section 1.4:

1. Damages or losses to anything other than the money withdrawn by the Insured Person from the ATM;
2. Charges for emergency first aid to anyone other than Insured Person.

### Section 1.5 ATM Fraud Cover

#### I. What We Cover

We will reimburse Insured Person for the money he/she has lost due to ATM related Frauds including but not limited to manipulated ATM Machine, Card Cloning at the ATM etc.

#### II. Exclusions applicable to section 1.5:

1. Damages or losses to anything other than the money Insured Person has lost due to Fraud happening at ATM

#### CONDITIONS APPLICABLE TO SECTION 1

1. Insured Person must comply with all terms and conditions given by the financial institution.
2. The cover under this section shall be applicable only for certain number of hours prior to reporting the loss (pre-reporting period) and certain number of hours post reporting of loss (post-reporting period) as mentioned in the Policy schedule / Certificate of Insurance.
3. Insured Person must report the loss/ damage to the financial institution immediately but not later than 12 hours after discovering the loss event, unless specifically agreed otherwise by Us and mentioned in the Policy Schedule / Certificate of Insurance.
4. Insured Person must report the loss/ damage to the Police Authority immediately but not later than 24 hours after discovering the loss event, unless specifically agreed otherwise by Us and mentioned in the Policy Schedule / Certificate of Insurance. In case of ATM assault and robbery cover, the Insured Person must file the Police report within 24 hours of happening of the event robbery, unless specifically agreed otherwise by Us.

**Note:** There are times when You may be in such a state of hardship, that You are unable to report the loss / damage to the financial institution and / or Police Authority within the prescribed time limit. In such cases, condonation of delay may be considered by waiving conditions 2 and 3, where the reason for delay is provided to our satisfaction.

#### EXCLUSIONS APPLICABLE TO SECTION 1

1. In case Geographical Location opted as India only- Any loss arising due to any unauthorised / fraudulent transaction done outside India.
2. If there was no transaction on the Card for consecutive 3 months or duration as specifically mentioned in the Policy Schedule / Certificate of Insurance, prior to the date of loss.
3. Any loss or damage if the Insured Person uses a Card in a way which the financial institution does not allow.
4. For any claim where "One-time Password" on registered mobile number for any transaction has been shared with any person by the Insured person.
5. If in case of cancellation of purchases of products or services, if the amount refunded is not credited to the original source of booking then the Company will not make payment for any claim arising as a consequence of this to the Insured person.

6. Loss incurred due to breach of security or failure of security mechanism of the financial institution.
7. For losses resulting from any Card issued by financial institution without Insured person making a proper application. However, this exception will not apply in respect of replacement of a Card which has been previously issued by the Insured named in the Schedule.
8. Damages and/ or liabilities to any third parties
9. Losses sustained by the Insured Person resulting directly or indirectly from any fraudulent or dishonest acts committed by the Insured Person's employee/members of household, acting alone or in collusion with others.
10. Loss of Interest, Consequential loss, loss of market, late fees, interest, and charges levied by the financial institution
11. Loss incurred due to gross negligence on part of the Insured Person, including but not limited to insufficient measures taken by the Insured Person to keep the PIN, Password etc safe including without limitation recording of the PIN, Password in an intelligible form by the Insured Person.

**Specific Exclusion applicable to Section 1 which can be waived in case specifically agreed by us:**

12. Any loss arising out of unauthorized / fraudulent transaction due to card forgotten in ATM
13. Any loss arising out of NFC transactions that are charged to the Insured Person's card
14. Any loss arising out of online transactions done without the mandatory 2 factor authentication
15. Any loss arising out of transaction due to Sim Cloning / Sim Hacking
16. In case Geographical Location opted as worldwide- Any loss arising due to any unauthorised / fraudulent transaction done outside India when the Insured Person is in India / has returned back to India

## **SECTION 2: OTHER ELECTRONIC TRANSACTION COVER**

**Unauthorised /Fraudulent electronic transactions on Legitimate Electronic Modes (Other than while using the card and any Digital Wallet)**

### **I. What We Cover**

The Company hereby agrees subject to the terms, conditions and exclusions herein contained or otherwise expressed herein, to indemnify the Insured Person upto the Sum Insured as specified in the Policy Schedule/ Certificate of Insurance, in respect of financial loss resulting from unauthorized / fraudulent transaction in his / her internet banking account / mobile banking account/ UPI Account or any other legitimate electronic modes.

### **II. Conditions applicable to section 2:**

1. Insured Person must comply with all terms and conditions given by the financial organisation.
2. The cover under this section shall be applicable only for the number of hours prior to reporting the loss (pre-reporting period) and the number of hours post reporting of loss (post-reporting period) as specifically mentioned in the Policy schedule / Certificate of Insurance.
3. Insured Person must report the loss/ damage to the financial institution immediately but not later than 12 hours after discovering the loss event, unless specifically agreed otherwise by Us and mentioned in the Policy Schedule / Certificate of Insurance.
4. Insured Person must report the loss/ damage to the Police Authority immediately but not later than 24 hours after discovering the loss event, unless specifically agreed otherwise by Us and mentioned in the Policy Schedule / Certificate of Insurance.

***Note:*** *There are times when You may be in such a state of hardship, that You are unable to report the loss / damage to the financial institution and / or Police Authority within the prescribed time limit. In such cases, condonation of delay may be considered by waiving conditions 2 and 3, where the reason for delay is provided to our satisfaction.*

### **III. Exclusions Applicable to section 2**

1. Any loss due to transactions related to Card/ Digital wallet
2. Any transactions not confirmed by the host website or the authorized financial institution.
3. Any errors made by the host website or the authorized financial institution.
4. Loss incurred due to erroneous debits arising on fraudulent or other transactions, on account of system or technology related fault, for which the financial institution is liable.
5. Loss incurred due to failure of security mechanism of the financial institution.
6. Any transactions made using a PIN / password that has not been introduced by the financial institution as mandated by the concerned regulatory authority.
7. Any transaction wherein OTP/ PIN/ Password etc. is shared with other person by the Insured Person.
8. Losses sustained by the Insured Person resulting directly or indirectly from any fraudulent or dishonest acts committed by the Insured Person's employee/members of household, acting alone or in collusion with others.



9. Loss of Interest, Consequential loss, loss of market, late fees, interest, and charges levied by the financial institution
10. Loss incurred due to gross negligence on part of the Insured Person, including but not limited to insufficient measures taken by the Insured Person to keep the PIN, Password etc safe and recording of the PIN, Password in an intelligible form by the Insured Person.
11. In case Geographical Location opted as India only- Any loss arising due to any unauthorised / fraudulent transaction done outside India.

**Specific Exclusion applicable to Section 2 which can be waived in case specifically agreed by us:**

12. Any loss arising out of transaction due to Sim Cloning / Sim Hacking
13. Any loss arising out of NFC transactions that are charged to the Insured Person's account
14. In case Geographical Location opted as worldwide- Any loss arising due to any unauthorised / fraudulent transaction done outside India when the Insured Person is in India / has returned back to India

### **SECTION 3: DIGITAL WALLET COVER**

#### **I. What We Cover**

The Company hereby agrees subject to the terms, conditions and exclusions herein contained or otherwise expressed herein, to indemnify to the Insured Person upto the Sum Insured as specified in the Policy Schedule/ Certificate of Insurance, in respect of financial loss to Insured Person's digital wallet due to following:

- i. **Loss of wallet balance due to fraudulent transaction as a result of theft, burglary or loss of mobile phone/device-** This section will indemnify the Insured Person for any loss of his/her wallet balance up to the amount as specified in the Policy Schedule/ Certificate of Insurance due to unauthorised/ fraudulent transaction as a result of theft, burglary or loss of Insured Person's mobile phone/ device.
- ii. **Loss of Wallet Balance by unauthorized / fraudulent transaction-** This section will indemnify the Insured Person up to the amount as specified in the Policy Schedule/ Certificate of Insurance for any loss of his/her wallet balance due to unauthorized/ fraudulent transaction.

#### **II. Conditions applicable to section 3:**

1. Insured Person must comply with all terms and conditions given by the digital wallet company.
2. Insured Person must report the loss of wallet balance due to unauthorized/ fraudulent transaction to the digital wallet company immediately but not later than 12 hours of discovering the loss event, unless specifically agreed otherwise by Us and mentioned in the Policy Schedule / Certificate of Insurance.
3. Insured Person must report the loss of wallet balance due to unauthorized/ fraudulent transaction or the loss of mobile phone/ device to Police Authority immediately but not later than 24 hours of discovering the loss event, unless specifically agreed otherwise by Us and mentioned in the Policy Schedule / Certificate of Insurance.

**Note:** *There are times when You may be in such a state of hardship, that You are unable to report the loss / damage to the financial institution and / or Police Authority within the prescribed time limit. In such cases, condonation of delay may be considered by waiving conditions 2 and 3, where the reason for delay is provided to our satisfaction.*

#### **III. Exclusions Applicable to section 3**

1. Any loss occurring in case the user details/device were shared/misplaced/acquired due to user's negligence.
2. Any fraud due to misuse of credit card/debit card/bank account information through the digit wallet platform.
3. Any loss arising out of negligence on the part of the Insured Person (e.g. typing a wrong number to send money).
4. Any loss arising due to Insured Person not upgrading/adopting the latest security features released by digital wallet company.
5. Any loss arising due to failure of security mechanism of the digital wallet.
6. In case Geographical Location opted as India only- Any loss arising due to any unauthorised / fraudulent transaction done outside India.

**Specific Exclusion applicable to Section 3 which can be waived in case specifically agreed by us:**

7. Any loss arising out of transaction due to Sim Cloning / Sim Hacking
8. Any loss arising out of NFC transactions that are charged to the Insured Person's digital wallet
9. In case Geographical Location opted as worldwide- Any loss arising due to any unauthorised / fraudulent transaction done outside India when the Insured Person is in India / has returned back to India

## **SECTION 4: PERSONAL ACCIDENT COVER**

### **I. What We Cover**

In the event of any accidental bodily injury sustained by the Insured Person during the cover period, the Company hereby agrees subject to the terms, conditions and exclusions herein contained or otherwise expressed herein, to pay to the Insured Person/ nominee an amount not exceeding the Sum Insured as specified in the policy schedule/ certificate of Insurance against the respective sections.

#### **Section 4.1 Death**

In the event of Accidental Bodily Injury causing the Insured Person's death within 12 months of the Accidental Bodily Injury being sustained, we will pay 100% of the Sum Insured as stated in the Policy schedule/Certificate of Insurance to the Insured Person's nominee / legal heir.

#### **Additional Benefit under Death Cover**

**Disappearance:** We shall be liable to be pay under this benefit, if the Insured Person's full body cannot be located within a period of consecutive twelve (12) months, following a forced landing, stranding, sinking, or wrecking of a Common Carrier in which Insured Person was known to have been travelling as a fare paying passenger or in any event arising as a result of Act of God Perils during the Policy Period, where it is reasonable to believe that Insured Person has died as a result of an Accidental Injury.

#### **Section 4.2 Permanent Total Disability:**

In the event of Accidental Bodily Injury causing the Insured Person's Permanent Total Disability within 12 months of the Accidental Bodily Injury being sustained, we will pay 100% of the Sum Insured as stated in the Policy schedule/Certificate of Insurance.

#### **Section 4.3. Permanent Partial Disability:**

In the event of Accidental Bodily Injury which is the sole and direct cause of the Insured Person's Permanent Partial Disablement within twelve (12) months of the Accidental Bodily Injury sustained, we will pay the percentage of Sum Insured as stated in the Policy Schedule/Certificate of Insurance, as per the following Scale.

#### **Permanent Partial Disablement –Table of Benefits**

<b>Nature of Injury</b>	<b>% of Sum Insured</b>
Loss of each arm at the shoulder joint	70%
Loss of each leg above centre of the femur	70%
Loss of each arm to a point above elbow joint	65%
Loss of each leg up to a point below the femur	65%
Loss of each arm below elbow joint	60%
Loss of each hand at the wrist	55%
Complete and irrecoverable loss of sight of an eye	50%
Loss of each leg to a point below the knee	50%
Loss of each leg up the centre of tibia	45%
Loss of each foot at the ankle	40%
Loss of hearing in each ear	30%
Loss of each thumb	20%
Loss of each index finger	10%
Loss of sense of smell	10%
Loss of each other finger	5%
Loss of each big toe	5%
Loss of sense of taste	5%
Loss of each other toe	2%

#### **Specific Conditions to Permanent Partial Disability Cover:**

1. If the Insured Person suffers Accidental Injuries resulting in more than one Permanent Partial Disablement, then Our maximum, total and cumulative liability under this section shall be limited to the Sum Insured as mentioned in the Policy Schedule/Certificate of Insurance against this Section.
2. If the Insured Person suffers from a Permanent Partial Disablement not listed in the above table then an external medical advisor will determine the disablement percentage.
3. On acceptance of a claim under this section, the Insured Person's coverage under this section and other benefit opted under this Policy shall continue, subject to the availability of the Sum Insured, terms, conditions, and exclusion of this Policy.

#### Section 4.4. Temporary total disablement:

In the event of Accidental Bodily Injury which is the sole and direct cause of a Temporary Total Disablement of Insured Person and which completely prevents him/ her from performing each and every duty pertaining to his/ her employment or occupation on a temporary basis, then We will pay a weekly benefit amount as mentioned in the Policy Schedule/Certificate of Insurance against this Section, provided that:

1. The Temporary Total Disablement is certified by a Medical Practitioner and submission of supporting documents/reports with respect to clinical examination, radiological scanning or imaging and/or neurological fallout testing as submitted to Us, failing which We shall not be liable for any claim under this Section.
2. We will stop making payments when We are satisfied that Insured Person can engage in his/ her occupation again or when We have made payments for number of weeks as mentioned in the Policy Schedule/Certificate of Insurance, whichever is earlier.
3. We shall not be liable to make any payment under this Benefit in respect of the Insured Person for more than the Total Number of weeks as opted by You and mentioned in Your Policy Schedule/Certificate of Insurance for any and all claims arising within the Policy Period under this Benefit.
4. The benefit shall not be paid for the Time Excess mentioned in Your Policy Schedule/Certificate of Insurance i.e. for the number of days as opted by You and mentioned in Your Policy Schedule/Certificate of Insurance calculated from the date of commencement of Temporary Total Disablement.
5. In case the Temporary Total Disablement is for a period less than a week, the benefit payable shall be calculated on proportionate basis in relation to the weekly benefit.
6. We will not pay any amount in excess of the Insured Person's base weekly income net of tax and other deductions, excluding overtime, bonuses, tips, commissions, or any other special compensation.
7. In case of any dispute with respect to the duration of Temporary Total Disablement, the duration shall be finally determined by a Doctor/Medical Practitioner mutually appointed by the Insured and Insurer, who certifies the final date upon which the Insured recovered and fit to perform each and every duty pertaining to his / her employment or occupation.

#### Section 4.5. Air Accident Cover:

In the event of Accidental Bodily Injury being sustained to the Insured Person due to Air Accident as defined in the Policy causing the Insured Person's death or Permanent Total Disability within 12 months of the Accidental Bodily Injury being sustained, We will pay 100% of the Sum Insured as stated in the Policy schedule/Certificate of Insurance to the Insured Person's nominee/ legal heir.

##### **Additional Benefit under Air Accident Cover**

**Disappearance:** We shall be liable to be pay under this benefit, if the Insured Person's full body cannot be located within a period of consecutive twelve (12) months, following a forced landing, stranding, sinking, or wrecking of commercial aircraft in which Insured Person was known to have been travelling as a fare paying passenger, where it is reasonable to believe that Insured Person has died as a result of an Accidental Injury.

#### Section 4.6 Children Education Grant:

In the event of Death or Permanent Total Disability of the Insured person due to accidental bodily injury as covered in the policy, then we will pay a lumpsum amount equal to sum insured as mentioned in the Policy Schedule / Certificate of Insured for this section as education grant for the Insured Person's dependent children aged 25 years, unless specifically agreed otherwise by Us and mentioned in the Policy Schedule/ Certificate of Insurance.

#### Section 4.7 Girl Child Benefit

In the event of Death or Permanent Total Disability of the Insured person due to accidental bodily injury as covered in the policy, then we will pay a lumpsum amount equal to sum insured as mentioned in the Policy Schedule / Certificate of Insured for this section as Girl Child Benefit for the Insured Person's dependent unmarried girl child aged upto 22 years, unless specifically agreed otherwise by Us and mentioned in the Policy Schedule/ Certificate of Insurance.

### Section 4.8 Funeral Expenses

In the event of Death of the Insured person due to accidental bodily injury as covered in the policy, We will pay upto the Sum Insured as mentioned in the Policy Schedule/ Certificate of Insurance towards expenses of funeral, cremation and/or burial of the body of the deceased Insured Person.

### Section 4.9 Transportation of Mortal Remains

In the event of Death of the Insured person due to accidental bodily injury as covered in the policy, We will pay upto the Sum Insured as mentioned in the Policy Schedule/ Certificate of Insurance towards the expenses of transporting the mortal remains of the Insured Person from the place of death cremation and/or burial ground.

#### II. Conditions applicable to section 4:

1. The coverage under this section can be provided on On Duty / Off Duty basis, as mentioned in the Policy Schedule / Certificate of Insurance.
2. Air Accident Cover is available to only for Commercial / Private / Chartered flights.
3. For coverage under this section, there should be at least 1 POS transaction in past 180 days before the date of accidental bodily injury, unless specifically agreed otherwise by Us and mentioned on the Certificate of Insurance / Policy Schedule.

#### III. Exclusions application to section 4

No payment will be made by Us for any claim directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following:

##### 1. Breach of Law with Criminal Intent, Suicide and Self-Injury

We do not cover any accidental bodily injury arising from or contributed or aggravated or accelerated by any of the following:

- a. Suicide or attempted suicide, while sane or insane, or due to use, misuse or abuse of narcotic or intoxicating drugs or alcohol or solvent
- b. Intentional self-injury
- c. Use or consumption of narcotic or intoxicating drugs or alcohol or solvent, or taking of drugs (except under the direction of a Medical Practitioner)

##### 2. Pre-Existing Condition- Any accidental bodily injury or disablement arising out of or contributed by or traceable to any disability existing on the date of issue of this Policy.

##### 3. Hazardous or Adventure sports

Expenses related to any treatment necessitated due to participation as a professional in hazardous or adventure sports, including but not limited to, para-jumping, rock climbing, mountaineering, rafting, motor racing, horse racing or scuba diving, hand gliding, sky diving, deep-sea diving. Please refer definition of Hazardous or Adventure Sports as provided in the policy document.

However, You would be covered if you participate in a non-professional capacity for any recreational sport which may be under the supervision of a trained professional.

##### 4. Breach of law: Expenses for treatment directly arising from or consequent upon any Insured Person committing or attempting to commit a breach of law with criminal intent.

##### 5. War and hazardous substances

We do not cover treatment directly or indirectly arising from or required as a consequence of:

- a. War, invasion, acts of foreign enemy hostilities (whether or not War is declared), civil war, rebellion, revolution, insurrection or military or usurped power, mutiny, riot, strike, martial law or state of siege, attempted overthrow of Government; or
- b. Chemical contamination or contamination by radioactivity from any nuclear material whatsoever or from the combustion of nuclear fuel; or
- c. any acts of terrorism.

##### 6. Legal Liability- Any Legal Liability due to any errors or omission or representation or consequences of any action taken on the part of any Hospital or Medical Practitioner.

##### 7. Defence Operation- We will not pay any claim under this Policy, whilst You are involved in any naval, military or air force operations whether in the form of military exercises or war games or actual engagement with the enemy, whether foreign or domestic.

##### 8. Whilst engaging in aviation or ballooning, whilst mounting into, dismounting from or travelling in any balloon or aircraft other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world.

##### 9. Any loss suffered by the Insured on account of his participation as the driver, co-driver or passenger of a motor vehicle during motor racing or trial runs.

10. Curative treatments or interventions that the Insured performs or has had performed on his body.
11. Pregnancy, resulting childbirth, miscarriage, abortion, or complication arising out of any of the foregoing.

## **SECTION 5: IDENTITY THEFT**

### **I. What We Cover**

The Company hereby agrees subject to the terms, conditions and exclusions herein contained or otherwise expressed herein, to indemnify the Insured Person up to the Sum Insured as specified in the Policy Schedule/ Certificate of Insurance, in respect of Insured Person's expenses resulting from his/her efforts to resolve Insured Person's identity theft occurring during the cover period.

For this section Identity theft shall mean obtaining the personal information of another person without his/ her consent, for the sole purpose of assuming that person's name or identity to make fraudulent and unauthorized transactions or purchases.

Following expenses shall be payable provided they are incurred during the cover period and reported within 12 months of the occurrence, unless specifically agreed otherwise by Us and mentioned in the Certificate of Insurance / Policy Schedule:

1. **Legal Expenses:** We will reimburse Insured Person for attorney and court fees incurred by him/her for:
  - a. defending any suit brought against Insured Person by a creditor or collection agency or someone acting on their behalf as a result of the identity theft.
  - b. removing any civil or criminal judgment against Insured Person, wrongfully charged as a result of the identity theft.
  
2. **Lost Wages:** We will reimburse Insured Person for time taken from work solely as a result of his/her efforts to correct his/her financial records that have been altered due to identity theft. Payment of lost wages (excluding any applicable taxes/ deductions) includes compensation for whole or partial unpaid workdays for a period not exceeding 7 working days, unless specifically agreed otherwise by Us and mentioned on the Certificate of Insurance/ Policy Schedule.  
Taking time from self-employment or workdays that will be paid by Insured Person's employer will not be considered for Lost wages payment.
  
3. **Miscellaneous Expenses:** We will reimburse the following:
  - a. the cost of refiling application for credit accounts or banking accounts that are rejected solely because the lender received incorrect information as a result of identity theft.
  - b. the cost of notarizing documents related to Insured Person's identity theft reasonably incurred as a result of Insured Person's efforts to report an identity theft or to correct his/her financial and credit records that have been altered as a result of his/her identity theft.
  - c. the cost of contesting the accuracy or completeness of any information contained in Insured Person's credit report as result of his/her identity theft.
  - d. the cost of a maximum of 4 (four) credit reports from an entity approved by us. The credit reports shall be requested when Insured Person makes a claim.

### **II. Conditions applicable to section 5:**

1. The fraudulent account must have been opened with the Insured Person's credentials without his/her authorization.
2. Any false charge or withdrawal from the unauthorized opened account must be verified by Insured Person's financial institution.
3. The Company will be permitted to inspect Insured Person's financial records.
4. Insured Person will cooperate with us and help us to enforce any legal rights he/she or we may have in relation to his/her identity theft; this may include his/her attendance at depositions, hearings and trials and giving evidence as necessary to resolve his/her identity theft.

5. Insured Person must report the identity theft to the financial institution immediately but not later than 12 hours of discovering the identity theft, unless specifically agreed otherwise by Us and mentioned in the Policy Schedule / Certificate of Insurance.
6. Insured Person must report the identity theft to the card Policy Authority immediately but not later than 24 hours of discovering the identity theft, unless specifically agreed otherwise by Us and mentioned in the Policy Schedule / Certificate of Insurance.

**Note:** *There are times when You may be in such a state of hardship, that You are unable to report the loss / damage to the financial institution and / or Police Authority within the prescribed time limit. In such cases, condonation of delay may be considered by waiving conditions 5 and 6, where the reason for delay is provided to our satisfaction.*

### III. Exclusion applicable to section 5:

We will not pay for any expenses or loss for:

1. Monetary losses other than the out-of-pocket expenses related to the resolution of Insured Person's identity theft outlined in this policy.
  2. Any physical injury, sickness, disease, disability, shock, mental anguish, and mental injury including required care, loss of job or death.
  3. Cost incurred in credit reports before the discovery of Insured Person's identity theft.
  4. Any amount paid by the Insured Person as extortion money due to his/ her identity theft
  5. Any outstanding amount payable to the creditor/ financial institution due to Insured Person's identity theft
- Specific Exclusion applicable to Section 5 which can be waived in case specifically agreed by us:**
6. Any loss of information/ data due to Sim Cloning / Sim Hacking

## **SECTION 6- PURCHASE PROTECTION**

### I. What We Cover

The Company hereby agrees subject to the terms, conditions and exclusions herein contained or otherwise expressed herein, to indemnify the Insured Person upto the Sum Insured as specified in the Policy Schedule/ Certificate of Insurance in respect of loss / damage to the items that Insured Person purchases entirely with his/her card/ bank account/ digital wallet/ any other mode of payment as specified in the Policy Schedule/ Certificate of Insurance, provided that the loss/ damage to the purchased item is due to the below listed covered perils and within number of days as specified in the Policy Schedule/ Certificate of Insurance from the date of purchase or date of confirmed delivery of the item (whichever is later).

#### **Covered Perils**

1. Fire Perils
2. Earthquake
3. Burglary

### II. Condition Applicable to Section 6

1. The cover under this Section shall be available only up to the number of days as mentioned in the Certificate of Insurance / Policy Schedule from the date of purchase or date of confirmed delivery of the item (whichever is later) of the tangible goods by the Insured.
2. Items given as gifts are included.
3. We will decide whether to have the item repaired or replaced, or to reimburse Insured Person (cash or credit) up to the amount charged to his/her card, and not to exceed the original purchase price.
4. Claim shall be considered subject to due depreciation of value for usage.
5. Items must be purchased entirely with Insured Person's card/ bank account / digital wallet/ any other mode of payment as specified in the Policy Schedule / Certificate of Insurance.
6. If the item is part of a pair or set, Insured Person will only receive compensation for the value of the stolen or damaged item unless the articles are unusable individually and/or cannot be replaced individually; the theft or damage of an item that is part of a pair or set will be viewed as one occurrence and the coverage limitation still applies.
7. Product rebates, discounts will be deducted from the original cost of the item.
8. Cost of the item/ amount paid as points redemptions or as loyalty points will be deducted from the original cost of the items.



9. In case of loss/ damage of the item due to burglary or housebreaking or robbery, the Insured Person must report the loss /damage to Police Authority immediately but not later than 24 hours of the loss event, unless specifically agreed otherwise by Us and mentioned in the Policy Schedule / Certificate of Insurance.

**Note:** *There are times when You may be in such a state of hardship, that You are unable to report the loss / damage to the financial institution and / or Police Authority within the prescribed time limit. In such cases, condonation of delay may be considered by waiving condition 9 where the reason for delay is provided to our satisfaction.*

### III. Exclusion Applicable to Section 6

1. Items Insured Person has rented or leased.
2. Shipping and handling expenses or installation, assembly related costs.
3. losses that are caused by vermin, insects, termites, mold, wet or dry rot, bacteria, or rust.
4. losses due to mechanical failure, electrical failure, software failure, or data failure including, but not limited to any electrical power interruption, surge, brownout or blackout, or telecommunications or satellite systems failure.
5. items damaged due to normal wear and tear, inherent product defect or normal course of play (such as, but not limited to sporting or recreational equipment)
6. items that Insured Person damaged through alteration (including cutting, sawing, and shaping);
7. items left unattended in a place to which the general public has access.
8. Loss or damage where the Insured Person or any resident or member of the Insured Person's residential premises or his employee/s or any other person lawfully in the Insured's residential premises is involved or has colluded, in any manner, in the actual theft or damage to any of the articles or residential premises.
9. Loss of item removed or extracted from the safe within the residential premises following the use of the key to the said safe or any duplicate thereof belonging to the Insured Person, unless such key has been obtained by assault or violence or any threat.

#### **Specific Exclusion applicable to Section 6 which can be waived in case specifically agreed by us:**

10. Items that were lost or stolen from a vehicle.
11. Loss or damage to the item due to theft
12. Loss or damage to the item due to accidental damage.
13. Items Insured Person carried with him/her or acquired by him/her during a personal trip
14. Items such as Traveller's cheque(s), cash, tickets of any kind, negotiable instruments, bullion, rare or precious coins or stamps, plants, animals, consumables, perishables, art, antiques, firearms, collectable items, furs, jewellery, gems, precious stones and articles made of or containing gold (or other precious metals and/or precious stones)
15. Portable electronic items

## **SECTION 7- PRICE PROTECTION**

### I. What We Cover

The Company hereby agrees subject to the terms, conditions and exclusions herein contained or otherwise expressed herein, to indemnify the Insured Person upto the Sum Insured as specified in the Policy Schedule/ Certificate of Insurance, for the difference between the price Insured Person paid with his/ her card/ bank account / digital wallet/ any other mode of payment as specified in the Policy Schedule / Certificate of Insurance for an item and a lower printed advertised price for the same item (same brand, make, model name).

### II. Condition Applicable to Section 7

1. The lower price of the purchased item must be on a printed advertisement.
2. The printed advertisement must be published within the time period of purchase as specified in the Policy Schedule/ Certificate of Insurance.
3. The Insured Person must contact us about the claim within the time period of purchase as specified in the Policy Schedule/ Certificate of Insurance, of printed advertisement.
4. Claim payment on any claim will not include merchant's credit, discount and/or manufacturer's rebates, and shipping and handling fees.
5. In no event will we pay more than the actual amount charged for the item.

### III. **Specific Exclusion applicable to Section 7 which can be waived in case specifically agreed by us:**

1. Any item with an original purchase price less than Rs. 2500,
2. Traveller's cheque(s), cash, tickets of any kind, negotiable instruments, bullion, rare or precious coins or stamps, plants, animals, consumables, perishables, art, antiques, firearms, collectable items, furs, jewellery,

- gems, precious stones and articles made of or containing gold (or other precious metals and/or precious stones), fuel, pharmaceutical and other medical products, optical products and medical equipment;
3. Customized/personalized, unique and one-of-a-kind items;
  4. Any items acquired illegally;
  5. Any motor vehicles including automobiles, boats and airplanes, and any equipment and/or parts necessary for their operation and/or maintenance;
  6. Land, permanent structures and fixtures (including but not limited to buildings, homes, dwellings, and building and home improvements);
  7. Any services you may purchase (including but not limited to the performance or rendering of labor or maintenance, repair or installation of products, goods or property, or professional advice of any kind);
  8. Products purchased by a person not resident in India and/or any product purchased from outside India;
  9. Shipping and/or transportation costs or price differences due to shipping, handling costs and sales tax;
  10. The price difference from an advertisement outside of India or in a Duty Free zone;
  11. Used, antique, recycled, previously owned, rebuilt, refurbished or remanufactured items
  12. Items advertised in or as result of "limited quantity," "going out-of-business sales," "cash only" or "close out" advertisements, items shown on price lists or price quotes, cost savings as a result of package offer, manufacturer's coupons, employees discount, or free items, or where the advertised price includes bonus or free offers, special financing, installation or rebate, or one-of-a-kind or other limited offers;
  13. Any price difference found with an item sold as a special deal available only to the members of specific organizations or anywhere not open to the public, such as clubs and associations, other than those available with your payment card;
  14. Items purchased for resale, professional, or commercial use;
  15. Items advertised with rebate, redeemable manufacturer's coupon, or any refund of any sort, in which case your purchase price will be determined by taking into account any such rebate or refund.
  16. Internet purchases or advertisements;

## **SECTION 8– PERSONAL TRAVELLING PROTECTION**

### **I. What We Cover**

The Company hereby agrees subject to the terms, conditions and exclusions herein contained or otherwise expressed herein, to indemnify to the Insured Person during the personal trip, a sum not exceeding the Sum Insured as specified in the policy schedule/ certificate of Insurance against the respective sections.

Personal trip is travel within India or abroad for personal reasons and not associated with employment or education activities with the university.

### **Section 8.1 Loss of Personal Baggage / Personal Belongings**

We will indemnify the Insured Person for the loss of baggage / personal belonging during his/ her personal trip due to robbery, larceny or hold up subject to maximum of the Sum Insured as mentioned in Policy Schedule / Certificate of Insurance.

For this section, Personal Baggage / Personal Belongings shall include personal effects carried by Insured Person during a personal trip and cover contents that are personal in nature including but not limited to clothes, toiletries, shoes, items of similar nature or any other specifically agreed by Us.

#### **Condition applicable to Section 8.1**

1. Baggage and Personal Belongings must be accompanying the Insured Person during his/ her personal trip.
2. Only one claim is payable under the section in a cover period, unless specifically agreed otherwise by Us and mentioned on the Certificate of Insurance/ Policy Schedule

#### **Exclusion applicable to section 8.1**

1. Any partial loss including loss of one or more articles
  2. Baggage / Personal Belongings left unattended in a place to which the general public has access;
  3. Damage to baggage/ personal belongings from normal wear and tear, decay, and manufacturing defects;
  4. Damage to baggage/ personal belongings caused by leakage of powder or liquid carried within baggage/ personal belongings;
  5. Loss or damage to the baggage/ personal belongings due to mysterious disappearance
- Specific Exclusion applicable to Section 8.1 which can be waived in case specifically agreed by us:**
6. Portable electronic items
  7. Theft of baggage and personal belongings

8. Traveller's cheque(s), cash, tickets of any kind, negotiable instruments, bullion, rare or precious coins or stamps, plants, animals, consumables, perishables, art, antiques, firearms, collectable items, furs, jewellery, gems, precious stones and articles made of or containing gold (or other precious metals and/or precious stones)

### Section 8.2 Loss of Passport / Documents during the trip

In case of loss of passport/ important documents during the trip, we will reimburse the Insured Person for prescribed fee payable to the concerned authorities incurred to obtain a duplicate or new passport / documents.

For this section important documents shall include Insured Person's visa, PAN card, driving licence, aadhar card, birth certificate, education marksheet/ certificate or any other document specifically agreed by Us.

#### **Condition applicable to Section 8.2**

1. Loss of passport/ visa will be covered only in case of International travel
2. All claims must be supported by documentary evidence of the costs you have incurred.
3. Insured Person must report the loss of passport/ documents to Police Authority immediately but not later than 24 hours after discovering the loss event

#### **Exclusion applicable to section 8.2**

1. Loss or damage to the Insured's passport as a result of the confiscation or detention by customs, police or any other authority.
2. Any consequential expenses incurred due to loss of passport like emergency trip extension will not be covered under this section.

### Section 8.3 Missed Connecting Flight during transit Coverage:

We will reimburse reasonable additional expenses due to Missed Connecting flight due to Increment Weather, equipment failure of common carrier or Strike or other job action by employees of a Common Carrier scheduled to be used by the Insured Person.

#### **Exclusion applicable to section 8.3**

1. Any missed connection where time gap between scheduled arrival of incoming common carrier and scheduled departure of connecting common carrier was less than 6 hours or time excess as mentioned in the Certificate of Insurance/ Policy Schedule.
2. Any claim caused by a strike or industrial action or any other reason for which the dates had been publicly announced or reported by the media at the time you took out your policy or when you booked your trip (whichever is later).

### Section 8.4 Trip Cancellation:

We will indemnify the Insured Person for flight cancellation charges if the Insured Person cancels his trip before the onset of the trip due to Insured Person's hospitalisation or his / her family member's hospitalisation within 7 days prior to departure of the Insured Person, death of the Insured Person family member within 7 days prior to departure of the Insured Person, natural calamity, riot or strike at the travel origin city, Government advisory or due to legal matter wherein the Insured Person is directly involved.

For this section, family member should mean spouse, children and parents of the Insured Person.

#### **Exclusion applicable to section 8.4**

1. Failure to start journey in case of rejection of VISA
2. If trip is cancelled due to any natural calamity not declared by appropriate government authority
3. Any cancellation due to Hospitalization resulting from pre-existing disease, Childbirth, Pregnancy or related medical complications to Insured Person, his/ her immediate family or traveling companion

### Section 8.5 Delay in Flight

We will pay the Insured Person if his/ her common carrier's actual departure time is delayed by more than 6 hours or the duration (as specified in the Policy schedule/ certificate of Insurance) from the scheduled departure time, due inclement weather, sudden strike at common carrier, equipment failure or operational issue of the common carrier.

#### **Exclusion applicable to section 8.5**

1. Any delay, which was made public or known to at least 6 hours prior to the scheduled departure of the Common Carrier.
2. Any delay caused due to change in laws, regulations or orders issued by the respective Government or the regulating authority which was publicly announced.
3. Strikes or labour disputes which existed, or of which advance warning had been given in Public prior to the date on which the insured trip was scheduled.

### Section 8.6 Emergency Medical Treatment and Evacuation

If the Insured Person fall ill during his/ her trip and require immediate medical treatment resulting in hospitalization in order to save his/ her life or to give immediate relief from an acute pain, we will pay for the reasonable and customary charges the Insured Person incur for emergency medical treatment including rescue service to take to the hospital, up to the Sum Insured as specified in the Policy Schedule / Certificate of Insurance.

#### **Exclusion applicable to section 8.6**

1. Claim arising out of any type of pre-existing disease or illness.
2. Any medical treatment resulting into hospitalisation from accidental injury.
3. Any claim for a medical condition if any insured person has travelled against the advice of a doctor or travels without medical advice when it was reasonable for them to have consulted a doctor.
4. the cost of any non-emergency treatment or surgery including exploratory tests which are not directly related to the illness that you originally went to hospital for;
5. any form of treatment that your treating doctor and our Medical Emergency Assistance provider think can reasonably wait until you return home;
6. cosmetic surgery;
7. routine medication which you were consuming or started, at the time your trip start, and you knew that you would need while you were away;
8. treatment or services provided by a health spa, convalescent or nursing home or any rehabilitation centre;
9. any treatment after you have returned home
10. Investigation & Evaluation
  - a. Expenses related to any admission primarily for diagnostics and evaluation purposes only are excluded.
  - b. Any diagnostic expenses which are not related or not incidental to the current diagnosis and treatment are excluded
11. Vitamins and tonics, vaccination (unless related to animal bite), Weight management services and treatments related to weight reduction programs including treatment of obesity, external Congenital disease, defect or anomalies.
12. Physiotherapy, rehabilitation of organs.
13. Pregnancy or childbirth related expenses.

### Section 8.7 Emergency Accidental Treatment and Evacuation

If the Insured Person meets with an accident during his/ her trip and require immediate medical treatment resulting in hospitalization in order to save his/ her life or to give immediate relief from an acute pain, we will pay for the reasonable and customary charges the Insured Person incur for emergency accidental treatment including rescue service to take to the hospital, up to the Sum Insured as specified in the Policy Schedule / Certificate of Insurance.

#### **Exclusion applicable to section 8.7**

1. Claim arising out of any type of pre-existing injury.
2. All type of medical treatments and hospitalization required or undertaken at the place of origin of Trip
3. the cost of any non-emergency treatment or surgery including exploratory tests which are not directly related to the injury that you originally went to hospital
4. any form of treatment that your treating doctor and our Medical Emergency Assistance provider think can reasonably wait until you return home;
5. plastic or cosmetic surgery, unless considered necessary as a medical emergency and agreed with our Medical Emergency Assistance provider and required due to accident;
6. any treatment after you have returned home.

### Section 8.8 Plane Hijack Cover

We will pay the amount as mentioned in the Policy schedule/ Certificate of Insurance if the commercial aircraft in which the Insured Person was traveling gets hijacked.

### Section 8.9 Home protection while Insured Person is away

We will cover the damage, disappearance or destruction of the Insured Person's furniture, clothes, electrical and electronic items due to burglary at his/her residence during Insured Person's personal trip travel time.

#### **Specific Exclusion applicable to Section 8.9 which can be waived in case specifically agreed by us:**

1. losses that are due to events other than burglary, including but not limited to fire, smoke, lightning, wind, water, flood, earthquake, volcanic eruption, tidal wave, landslide, hail, or other acts of god;
2. losses that occurred when Insured Person's travel time is longer than 2 weeks
3. Traveller's cheque(s), cash, tickets of any kind, negotiable instruments, bullion, rare or precious coins or stamps, plants, animals, consumables, perishables, art, antiques, firearms, collectable items, furs, jewellery,

gems, precious stones and articles made of or containing gold (or other precious metals and/or precious stones)

## II. Condition Applicable to Section 8

1. The passenger fares(s) for a covered personal trip must be paid entirely with Insured Person's card/ bank account / digital wallet/ any other mode of payment as specified in the Policy Schedule / Certificate of Insurance.
2. Personal Trip can be within India only or any country specific or Worldwide, as mentioned in the certificate of Insurance / Policy Schedule.
3. In no event will we pay more than the replacement cost of the covered item.
4. The coverage will be restricted to first 15 days from the date of start of travel, unless specifically agreed otherwise by Us and mentioned on the Certificate of Insurance/ Policy Schedule.

## Section 9– WALLET PROTECTION (Lost Wallet Coverage)

### I. What We Cover

The Company hereby agrees to indemnify to the Insured Person when Insured Person's wallet is lost or stolen, a sum not exceeding the Sum Insured as specified in the policy schedule/ certificate of Insurance against this section.

We will cover Insured Person for the following when his/her wallet is lost or stolen:

1. Replacement costs for the lost or stolen wallet;
2. Prescribed fee payable to the concerned authorities incurred to obtain a duplicate or new personal papers and /or cards.

For this section personal papers and cards shall mean Insured Person's driving licence, PAN Card, Aadhaar Card, Credit Card, Debit Card and other similar documents usually carried in a wallet.

### II. Condition Applicable to Section 9

1. File a Police report immediately but not later than 24 hours of discovering the loss / theft.

### III. Exclusion Applicable to Section 9

We will not cover:

1. money, cheque(s), transportation tickets, tickets of any kind, negotiable instruments, stamp or other similar items that were in the lost or stolen wallet;
2. losses that are caused by any events other than lost or stolen, such as fire, water, normal wear and tear, manufacturing defects, vermin, insects, cleaning or repairs, or similar events;
3. accidental damage to Insured Person's wallet and items inside;
4. any fraudulent/unauthorized charges on the lost or stolen cards;
5. any identity theft related costs that are caused by lost or stolen personal papers or cards.

## GENERAL POLICY EXCLUSIONS (APPLICABLE TO ALL SECTIONS)

We will not cover the following:

1. Deductible as mentioned in the Policy Schedule/ Certificate of Insurance against the specific section for each loss.
2. Losses that do not occur within the cover period as specified in the Policy Schedule/ Certificate of Insurance
3. Losses caused by illegal acts;
4. Losses that Insured Person have intentionally caused;
5. Losses sustained by the Insured Person resulting directly or indirectly from the actions of the Insured Person's employee/members of household, relative, acting alone or in collusion with others.
6. Losses due to war, invasion, act of foreign enemy, hostilities or warlike operations (whether war has been declared or not), civil war, rebellion, revolution, insurrection, civil commotion, uprising, military or usurped power, martial law, riot or the act of any lawfully constituted authority.
7. Losses due to the order of any government, public authority, or customers' officials.
8. Losses due to ionizing radiations contamination by radio activity from any nuclear fuel or from any nuclear waste from the combustion (including any self-sustaining process of nuclear fission) of nuclear fuel.
9. Losses due to nuclear, biological, or chemical event

10. Any loss directly or indirectly caused by pandemic or epidemic as declared by WHO / Indian Government/ any Authorized Government body
11. Any legal liability, of whatsoever nature.
12. Any loss or damage which is recoverable from any other source
13. Any consequential losses of any kind (financial or otherwise), and/or any actual or alleged legal liability of the Insured
14. Loss due to Terrorism, unless specifically agreed otherwise by Us.

#### **Terrorism Exclusion Warranty**

Notwithstanding any provision to the contrary within this insurance it is agreed that this insurance excludes loss, damage cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and / or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organization(s) or governments), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.

The warranty also excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to action taken in respect of any act of terrorism.

If the Company alleges that by reason of this exclusion, any loss, damage, cost, or expenses is not covered by this insurance the burden of proving the contrary shall be upon the insured.

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

#### **POLICY DEDUCTIBLE (applicable to all sections)**

Subject to the policy limits that apply, we will pay only that part of the total of all covered loss that exceeds the deductible amount shown in the Policy Schedule/ Certificate of Insurance.

#### **POLICY LIMITATION (applicable to all sections)**

For each of the coverage, we will pay up to the maximum amount per occurrence and per policy period/ cover period as shown in the Policy Schedule / Certificate of Insurance.

#### **GENERAL CONDITIONS (applicable to all sections)**

##### **1. Notices and Alternations to the Policy:**

All notices and communications in relation to this Policy are to be sent to the Company in writing or in electronic format.

##### **2. Observance of Terms and Conditions**

The due observance and fulfilment of the terms, conditions and endorsement of 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 proposal shall be a condition precedent to any liability of the Company to make any payment under this Policy.

##### **3. Duty of Disclosure:**

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

##### **4. Reasonable Care:**

The Insured Person shall take all reasonable precautions for safety and soundness of Insured Property and to prevent the loss in order to minimize claims. The Insured must comply with Maker's recommended actions for inspection and maintenance and shall comply all statutory requirements or other regulations and will employ only competent and honest employees and/or representative(s).

##### **5. Fraudulent Claims**



If any Insured Person shall give any notice or Claim cover for any Loss under this Policy knowing such notice or Claim to be false or fraudulent as regards amounts or otherwise, such Loss shall be excluded from cover under the Policy, and the Company shall have the right, in its sole and absolute discretion, to avoid its obligations under or void this Policy in its entirety, and in such case, all cover for Loss under the Policy shall be forfeited, all premium shall be deemed fully earned and non-refundable and the Insured Person / Policy Holder shall reimburse the Company for any payments made under this Policy.

#### 6. Duties in the Event of Occurrence of Circumstance or Claim or Suit

1. You must notify Us/ Policyholder in writing immediately of any Occurrence which may result in a Claim. To the extent possible, notice must include –
  - a. how, when and where the Occurrence took place;
  - b. the names and addresses of any injured persons and witnesses; and
  - c. the nature and location of any injury or damage arising out of the Occurrence.
  - d. detailed statement in writing regarding loss or damage and any such information and documentation (in relation to the quantum of the Claim and otherwise)
2. Upon Our request You must
  - a. authorize Us to obtain records and other information,
  - b. cooperate with Us in the investigation, settlement or defence of the Claim or Suit; and
  - c. assist Us in the enforcement of any right against any person or organization which may be liable to the Insured because of Bodily Injury or Property Damage to which this insurance may also apply.
3. The Insured Person shall within 30 days deliver to the Company its completed claim form detailing the loss or damage that has occurred and an estimate of the quantum of any claim along with all documentation required to support and substantiate the amount of Indemnification sought from the Company, and
4. Forward Us every letter, writ, summons in relation to Your claim as soon as You receive it.
5. Not incur any expenditure for which a claim may be made against Us without Our prior approval.

#### 7. Making a Claim

Upon the happening of any event, which may give rise to a Claim under this Policy:

- a) Following a Claim, the Insured Person shall immediately give written notice to the Company giving preliminary information regarding particulars about the loss. The Policyholder and Insured Person will, within a period of thirty (30) days of reporting of loss, submit full details of the Claim, supported by the following documents duly completed in all respects to the Company:
  - i. Completed claim form.
  - ii. Claims documents as listed below
  - iii. Photo Id proof of the Insured person
- b) We shall settle or reject a claim, as the case may be within 30 days of submission of last necessary documents / information. All claims will be settled in accordance with the applicable regulatory guidelines, including IRDAI (Protection of Policyholders Interest Regulation), 2017. In case of delay in payment of any claim that has been admitted as payable by Us under the Policy terms and condition, beyond the time period as prescribed under IRDAI (Protection of Policyholders Interest Regulation), 2017, we shall pay interest at a rate which is 2% above the bank rate from the date of receipt of last necessary document to the date of payment of claim. For the purpose of this clause, 'bank rate' shall mean the existing bank rate as notified by Reserve Bank of India, unless the extent regulation requires payment based on some other prescribed interest rate.
- c) On payment of a claim by the Company, the Sum Insured mentioned in the Certificate of Insurance will stand reduced by the amount of claim paid and cannot be reinstated. Claim amount will be paid in Indian Rupees and in a bank account in India.
- d) The Policyholder and Insured Person will also make available any additional information/documents required by the Company to enable the Company to determine the admissibility of the claim. Any further / specific requirement which may be typical to the loss may also be raised by the Company, however, such requirement shall have to be raised within 7 working days from the date of receipt of documents.
- e) Claim documentation: The following set of documents would be submitted by Insured/ Insured Person/ someone claiming on behalf of the Insured Person to the Insurance company:
  - a. Duly filed Claim Form.
  - b. Photo Id proof and address proof of the Insured Person
  - c. Police Acknowledgement Letter / FIR (to be done immediately but not later than 24 hours from the time of realisation of loss (wherever applicable)

Section	Claim Documents
Section 1: Card Cover	<ol style="list-style-type: none"> <li>1) For Card Related claims – Proof of Disabling of Card facility at core banking Proof (to be done within 24 hours from the date of realisation of loss)</li> <li>2) Card Statement/ Account Statement for last 6 months indicating Fraudulent Transactions/Unauthorised Use and loss liability.</li> <li>3) Card Copy / Declaration from the Bank/ financial institution</li> <li>4) Internal Investigation report of the card issuer/ financial institution</li> <li>5) Proof of settlement / chargeback/ other recoveries</li> <li>6) Customer complaint letter regarding fraudulent / unauthorized transaction to the bank/ financial authority/ card issuer.</li> <li>7) In case of ATM Robbery, FIR must indicate the exact time of ATM Robbery and distance from the ATM from which the money was withdrawn.</li> <li>8) Any other document required for the settlement of claim on case to case basis</li> </ol>
Section 2: Other Electronic Transaction Cover	<ol style="list-style-type: none"> <li>1) Account Statement for last 6 months indicating Fraudulent Transactions/Unauthorised Use or loss</li> <li>2) Customer complaint letter regarding fraudulent / unauthorized transaction to the bank/ financial authority.</li> <li>3) Internal Investigation report of the bank/ financial institution</li> <li>4) Proof of settlement / chargeback/ other recoveries</li> <li>5) Any other document required for the settlement of claim on case to case basis</li> </ol>
Section 3: Digital Wallet Cover	<ol style="list-style-type: none"> <li>1) Digital Wallet Account Statement for last 3 months indicating Fraudulent Transactions/Unauthorised Use and loss liability.</li> <li>2) Internal Investigation report of the digital wallet company/ financial institution</li> <li>3) Proof of settlement / chargeback/ other recoveries</li> <li>4) Customer complaint letter regarding fraudulent / unauthorized transaction to the bank/ financial authority.</li> <li>5) Any other document required for the settlement of claim on case to case basis</li> </ol>
Section 4: Personal Accident Cover	<ol style="list-style-type: none"> <li>1) For Accidental Death Claims / Air Accident <ol style="list-style-type: none"> <li>a) Attested Copy of Death Certificate.</li> <li>b) Death Summary/Certificate from the hospital authority (wherever applicable)</li> <li>c) Burial Certificate (wherever applicable).</li> <li>d) Attested Copy of Statement of Witness, if any lodged with police authorities. (wherever applicable).</li> <li>e) Attested Copy of FIR / Panchanama / Inquest Panchanama. (wherever applicable).</li> <li>f) Attested Copy of Post-mortem Report (Only if conducted).</li> <li>g) Attested Copy of Viscera report if any (Only if Post-mortem is conducted).</li> <li>h) Newspaper extract confirming the air accident and any documentary proof confirming that the Insured Person was travelling in the aircraft met with accident.</li> </ol> </li> <li>2) In Case of PTD / PPD Claim <ol style="list-style-type: none"> <li>a) Attested Copy of disability certificate from relevant government Medical authority.</li> <li>b) All Investigation reports confirming the disability.</li> <li>c) Complete Treatment record with follow-up documentation.</li> </ol> </li> <li>3) In Case of TTD Claims <ol style="list-style-type: none"> <li>a) All Investigation reports confirming the disability</li> <li>b) For Employed persons: Certificate from HR with details of medical leave availed during the period of Injury</li> <li>c) Certificate from the treating doctor mentioning the extent of Injury along with the period of disability</li> <li>d) Certificate from Treating doctor with date of full recovery &amp; resuming of duties</li> </ol> </li> <li>4) In case of Children Education Grant - Bonafide Certificate from School / College or Certificate from the Educational Institution</li> <li>5) In case of Girl Child Benefit –</li> </ol>

	<ul style="list-style-type: none"> <li>a) Proof of Relationship with the Insured Person</li> <li>b) Photo Identity Proof of Child</li> <li>c) Age Proof of the Dependent Child</li> <li>6) Funeral Expenses - Original Invoice of Expenses Incurred during Funeral</li> <li>7) Transportation of Mortal Remains - Original Invoices of expenses incurred for Carriage of Dead Body/repatriation of mortal remains.</li> <li>8) Any other document required for settlement of claim on case to case basis</li> </ul>
Section 5: Identity Theft	<ul style="list-style-type: none"> <li>1) Document confirming identity theft of the Insured Person</li> <li>2) Document / Invoices confirming attorney and court fees</li> <li>3) Document confirming lost wages</li> <li>4) Invoices of miscellaneous expenses</li> <li>5) Any other document required for settlement of claim on case to case basis</li> </ul>
Section 6: Purchase Protection	<ul style="list-style-type: none"> <li>1) Statement of Card / bank account/ wallet confirming that the item was purchased from the Insured Person's Card</li> <li>2) Invoice of the item purchased</li> <li>3) Any other document required for settlement of claim on case to case basis</li> </ul>
Section 7: Price Protection	<ul style="list-style-type: none"> <li>1) Statement of Card / bank account/ wallet confirming that the item was purchased from the Insured Person's Card</li> <li>2) An original receipt of the purchased item</li> <li>3) The printed advertisement proving the difference in price between your item and the same lower priced item</li> <li>4) Any other document required for settlement of claim on case to case basis</li> </ul>
Section 8: Personal Travelling Protection	<ul style="list-style-type: none"> <li>1) Loss, theft or accidental damage to his/her luggage <ul style="list-style-type: none"> <li>a) Proof of Purchase of the lost items</li> </ul> </li> <li>2) Loss of Passport / Documents <ul style="list-style-type: none"> <li>a) Receipts for fee payable to the concerned authorities incurred to obtain duplicate or new passport/ document</li> </ul> </li> <li>3) Missed Connecting Flight during transit Coverage <ul style="list-style-type: none"> <li>a) Written confirmation from the carrier of the number of hours of delay, and any compensation received towards the delay.</li> <li>b) Details of alternate travel arrangements offered by the carrier, however not accepted</li> </ul> </li> <li>4) Trip Cancellation <ul style="list-style-type: none"> <li>a) If the reason for cancellation/ abandonment is medical, Insured Person will need to produce a medical certificate from the medical practitioner attending the patient. This must confirm the reason and need of cancellation/abandonment. Hospitalization records (a discharge summary).</li> <li>b) Death certificate (where applicable).</li> <li>c) Copy of booking as well as cancellation confirmation.</li> </ul> </li> <li>5) Delay in Flight <ul style="list-style-type: none"> <li>a) Security-stamped boarding pass for the flight which got delayed.</li> <li>b) Written confirmation from the carrier of the number of hours of delay and reason for delay in flight</li> </ul> </li> <li>6) Emergency Medical Treatment and Evacuation &amp; Emergency Accidental Treatment and Evacuation <ul style="list-style-type: none"> <li>a) All medical reports and records given by the treating facility.</li> <li>b) Receipts for any expenses incurred that are covered</li> </ul> </li> <li>7) Plane Hijack Cover <ul style="list-style-type: none"> <li>a) Boarding pass confirming that the Insured Person was travelling in the Plane hijacked</li> <li>b) Any newspaper/ document confirming that the plane was hijacked</li> </ul> </li> <li>8) Home protection while Insured Person is away <ul style="list-style-type: none"> <li>a) Invoice of Items damages</li> </ul> </li> <li>9) Documents confirming that the tickets were booked from the Insured Person's Card/ bank account/ wallet</li> <li>10) Any other document required for settlement of claim on case to case basis</li> </ul>
Section 9: Wallet Protection (Lost Wallet Coverage)	<ul style="list-style-type: none"> <li>1) Original invoice/ proof of purchase of the lost wallet</li> <li>2) Receipt of cost incurred as replacement costs for the new wallet</li> <li>3) Receipts for fee payable to the concerned authorities incurred to applying for / obtain</li> </ul>

- |    |   |
|----|---|
|    | new personal papers and/ or cards.                  |
| 4) | Any other document required for settlement of claim |

#### 8. Insufficient Document

We have provided list of relevant necessary documents to be submitted at the time of claim. We shall not be liable to pay any claim in case all the relevant necessary documents are not submitted to Us and further We shall settle or reject a claim, as may be the case, within thirty days of the receipt of the last necessary document.

#### 9. Admission of Liability

Unless You have obtained Our prior written consent, neither You nor any of Your Employees, agents or others acting on Your behalf may:

- admit liability, fault, or guilt in connection with any Occurrence or
- do anything that might be seen as an admission of liability, fault, or guilt unless permissible in law; or
- settle any third-party Claim, even though it may be within the amount of the Deductible and Participation Percentage.

#### 10. Alteration of Risk

Any alteration or addition or change materially affecting the facts or circumstances existing at the commencement of or during the course of this Policy or at any subsequent renewal date, shall be notified to Us as soon as such change comes to Your notice.

We reserve the right to accept or deny coverage at the time of such notification and to establish a separate rate and premium for any such coverage.

Notice to any agent or knowledge possessed by any agent or any other person with respect to any alteration or addition shall not effect a change in any part of this Policy or prevent Us from asserting any right under the terms of this Policy, nor shall the terms of this Policy be changed, except by endorsement issued by Us and made a part of this Policy.

#### 11. Cancellation

##### a. Cancellation by Insured

Policy may be cancelled at the option of the insured with Fifteen (15) days' notice of cancellation and We will be entitled to retain premium on short period scale of rates for the period for which the cover has been in existence prior to the cancellation of the Policy. The balance premium, if any, will be refundable to the insured.

In case of cancellation of Policy by the insured, premium would be refunded as per below table subject to no refund of premium corresponding to cards/accounts where claim is reported:

Period on Risk	% of Premium to be Refunded
Not Exceeding 1 Week	90% of the Annual Premium
Not Exceeding 1 Month	75% of the Annual Premium
Not Exceeding 2 Months	65% of the Annual Premium
Not Exceeding 3 Months	50% of the Annual Premium
Not Exceeding 4 Months	40% of the Annual Premium
Not Exceeding 6 Months	25% of the Annual Premium
Not Exceeding 8 Months	15% of the Annual Premium
Exceeding 8 Months	0% of the Annual Premium

Short term policies can be issued as per the short-term period scale as provided above.

##### b. Cancellation by Insurer:

This insurance may also at any time be terminated at the option of the Insurer, on Fifteen (15) days' notice to that effect being given to the Insured on ground of mis-representation, fraud, non-disclosure of material facts and non-co-operation by the insured and there would be no refund of premium. The policy will be null and void ab-initio.

- c. Your Policy will automatically be cancelled from the time Your Business becomes insolvent or is wound up or is permanently discontinued or a liquidator, administrator, receiver, manager and / or Trustee in bankruptcy is appointed to You or any of Your assets.
- d. No refund of premium shall be due if the Insured has made a Claim under this Policy.

#### **12. Examination of Your Books and Records**

We may examine and audit Your books and records as they relate to this Policy at any time during the Policy period and until the later of three years after termination of this Policy or one year after final disposition of all Claims arising out of any Occurrence, provided notice of which has been given under this Policy.

#### **13. Automatic Termination**

The cover for the Insured person shall terminate immediately in the event of admissible claim and settlement of 100% Sum Insured mentioned in the Certificate of Insurance or in case of discovery of fraud or misrepresentation by the insured.

#### **14. Policy Modifications**

This Policy contains all the agreements between You and Us concerning the insurance afforded. This Policy's terms can be amended or waived only by endorsement issued by Us and made a part of this Policy.

#### **15. Reasonable Care**

Without exception, the Insured Person must take all reasonable steps to prevent incurring any Loss, damage, or liability.

#### **16. Renewal**

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

#### **17. Contribution: (Not applicable for benefit section / Personal Accident Section)**

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

#### **18. Subrogation:**

You shall at Our expense do and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by Us for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which We shall be or would become entitled or subrogated, upon its paying for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after his indemnification by Us.

#### **19. Arbitration:**

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

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

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

#### **20. Transfer of Rights and Duties (Assignment)**

Your rights and duties under this Policy may not be transferred without Our written consent except in the case of the death of an individual who is an Insured Person.

#### **21. Terms**

All statements made in the Proposal for this Policy and any material submitted therewith, as a supplement thereto, or required thereby, either in physical or in electronic format are the basis of this Policy and, together with the Policy Schedule/ Certificate of Insurance and any Endorsements to this Policy, are hereby deemed material and are incorporated into and made a part of this Policy and this Policy is issued in reliance upon such Proposal and other material submitted to Us.

## 22. Jurisdiction:

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

## 23. Territorial Limits

This Policy covers insured events of concerned Insured person arising during the Cover Period within India unless specifically agreed otherwise by the Company. For Personal Accident Cover, territorial limits should be world-wide, unless specifically agreed otherwise by the Company.

The Company's liability to make any payment under admissible claims under Certificate of Insurance shall be to make payment to concerned Insured person within India and in Indian Rupees only.

## 24. Validity of Certificate of Insurance

Subject to provision relating to cancellation, the coverage under the Certificate of Insurance will terminate on the earliest of the following occurrence:

- The expiry date of Cover Period as mentioned in the Certificate of Insurance
- In case of loss/damage, any claim paid up to the Sum Insured as mentioned in the Certificate of Insurance
- The date that the Insured person is no longer member of the group of the Insured.

### **CUSTOMER GRIEVANCE REDRESSAL POLICY:**

The Company is committed to extend the best possible services to its customers. However, if you are not satisfied with our services and wish to lodge a complaint, please feel free to call our 24X7 Toll free number 1800-258-5956 or you may email to the customer service desk at [hello@godigit.com](mailto:hello@godigit.com). After investigating the matter internally and subsequent closure, we will send our response.

Senior Citizens can now contact us on 1800-258-5956 or write to us at [seniors@godigit.com](mailto:seniors@godigit.com).

If you do not get a satisfactory response from us and you wish to pursue other avenues for redressal of grievances, you may approach Insurance Ombudsman appointed by IRDAI under the Insurance Ombudsman Scheme.

Office Location	Contact Details	Jurisdiction of Office (Union Territory, District)
AHMEDABAD	Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06, Email: <a href="mailto:bimalokpal.ahmedabad@ecoi.co.in">bimalokpal.ahmedabad@ecoi.co.in</a>	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
BENGALURU	Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049, Email: <a href="mailto:bimalokpal.bengaluru@ecoi.co.in">bimalokpal.bengaluru@ecoi.co.in</a>	Karnataka.
BHOPAL	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202, Fax: 0755 - 2769203, Email: <a href="mailto:bimalokpal.bhopal@ecoi.co.in">bimalokpal.bhopal@ecoi.co.in</a>	Madhya Pradesh, Chhattisgarh.
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 / 2596455, Fax: 0674 - 2596429, Email: <a href="mailto:bimalokpal.bhubaneswar@ecoi.co.in">bimalokpal.bhubaneswar@ecoi.co.in</a>	Orissa.
CHANDIGARH	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468, Fax: 0172 - 2708274,	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh.



	Email: <a href="mailto:bimalokpal.chandigarh@ecoi.co.in">bimalokpal.chandigarh@ecoi.co.in</a>	
CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284, Fax: 044 - 24333664, Email: <a href="mailto:bimalokpal.chennai@ecoi.co.in">bimalokpal.chennai@ecoi.co.in</a>	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).
DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504, Fax: 011 - 23230858 Email: <a href="mailto:bimalokpal.delhi@ecoi.co.in">bimalokpal.delhi@ecoi.co.in</a>	Delhi.
GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati-781001(ASSAM). Tel.: 0361 - 2132204 / 2132205, Fax: 0361 - 2732937, Email: <a href="mailto:bimalokpal.guwahati@ecoi.co.in">bimalokpal.guwahati@ecoi.co.in</a>	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
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 - 65504123 / 23312122, Fax: 040 - 23376599, Email: <a href="mailto:bimalokpal.hyderabad@ecoi.co.in">bimalokpal.hyderabad@ecoi.co.in</a>	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.
JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur-302005. Tel.: 0141 - 2740363, Email: <a href="mailto:Bimalokpal.jaipur@ecoi.co.in">Bimalokpal.jaipur@ecoi.co.in</a>	Rajasthan.
ERNAKULAM	Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg, Opp. Cochin Shipyard, M. G. Road, Ernakulam-682015. Tel.: 0484 - 2358759 / 2359338, Fax: 0484- 359336, Email: <a href="mailto:bimalokpal.ernakulam@ecoi.co.in">bimalokpal.ernakulam@ecoi.co.in</a>	Kerala, Lakshadweep, Mahe-a part of Pondicherry.
KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA – 700 072. Tel.: 033 - 22124339 / 22124340, Fax: 033 - 22124341, Email: <a href="mailto:bimalokpal.kolkata@ecoi.co.in">bimalokpal.kolkata@ecoi.co.in</a>	West Bengal, Sikkim, Andaman & Nicobar Islands.
LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow-226001. Tel.: 0522 - 2231330 / 2231331, Fax: 0522 - 2231310, Email: <a href="mailto:bimalokpal.lucknow@ecoi.co.in">bimalokpal.lucknow@ecoi.co.in</a>	Districts of Uttar Pradesh: Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, 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.
MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai-400054. Tel.: 022 - 26106552 / 26106960, Fax: 022 - 26106052, Email: <a href="mailto:bimalokpal.mumbai@ecoi.co.in">bimalokpal.mumbai@ecoi.co.in</a>	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.

NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam BuddhNagar,U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253, Email: <a href="mailto:bimalokpal.noida@ecoi.co.in">bimalokpal.noida@ecoi.co.in</a>	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.
PATNA	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur,Patna-800006. Tel.: 0612-2680952, Email: <a href="mailto:bimalokpal.patna@ecoi.co.in">bimalokpal.patna@ecoi.co.in</a>	Bihar, Jharkhand.
PUNE	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555, Email: <a href="mailto:bimalokpal.pune@ecoi.co.in">bimalokpal.pune@ecoi.co.in</a>	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

Note: GOVERNING BODY OF INSURANCE COUNCIL,3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054.Tel.: 022 - 26106889/671/980, Fax: 022 - 26106949, Email: [inscoun@ecoi.co.in](mailto:inscoun@ecoi.co.in)

**Digit Contractor's Plant & Machinery Insurance (Commercial)**  
**Add-Ons/Clauses**

**1. AGREED BANK CLAUSE:**

**(UIN: IRDAN158CP0103V01201819/A0090V01202021)**

It is hereby declared and agreed: -

- a. That upon any monies becoming payable under this policy the same shall be paid by the Company to the Bank and such part of any monies so paid as may relate to the interests of other parties insured hereunder shall be received by the Bank as Agents for such other parties.
- b. That the receipts of the Bank shall be complete discharge of the Company therefor and shall be binding on all parties insured hereunder.  
N.B: The Bank shall mean the first named Financial Institution/Bank named in the policy.
- c. That if and whenever any notice shall be required to be given or other communication shall be required to be made by the Company to the insured or any of them in any matter arising under or in connection with this policy, such notice or other communication shall be deemed to have been sufficiently given or made if given or made to the Bank.
- d. That any adjustment, settlement, compromise or reference to arbitration in connection with any dispute between the Company and the insured or any of them arising under or in connection with this policy if made by the Bank shall be valid and binding on all parties insured hereunder but not so as to impair the rights of the Bank to recover the full amount of any claim it may have on other parties insured hereunder.
- e. That this insurance so far only as it relates to the interest of the Bank therein shall not cease to attach to any of the insured property by reason of the operation of Condition 5(c) of Policy except where a breach of the condition has been committed by the Bank or its duly authorised agents or servants and this insurance shall not be invalidated by any act or omission on the part of any other party insured whereby the risk is increased or by anything being done to upon or in any building hereby insured or any building in which the goods insured under the policy are stored without the knowledge of the Bank provided always that the Bank shall notify the Company of any change of ownership or alteration or increase of hazards not permitted by this insurance as soon as the same shall come to its knowledge and shall on demand pay to the Company the necessary additional premium from the time when such increase of risk first took place
- f. It is further agreed that whenever the Company shall pay the Bank any sum in respect of loss or damage under this policy and shall claim that as to the Mortgagor or Owner no liability therefor existed, the Company shall become legally subrogated to all the rights of the Bank to the extent of such payment but not so as to impair the right of the Bank to recover the full amount of any claim it may have on such Mortgagor or Owner or any other party or parties insured hereunder or from any securities or funds available.

NOTE :- In cases where the name of any Central Government or State Govt. owned and/or sponsored Industrial Financing or Rehabilitation Financing Corporation and/or Unit Trust of India or General Insurance Corporation of India and/or its subsidiaries or L.I.C. of India is included in the title of the Fire Policy as mortgagors, the above Agreed Bank Clause may be incorporated in the policy substituting the name of such institution in place of the word 'Bank' in the said clause.

**2. MECHANICAL AND ELECTRICAL BREAKDOWN:**

**(UIN: IRDAN158CP0103V01201819/A0091V01202021)**

In consideration of the payment of an additional premium by the insured, notwithstanding anything contained herein to the contrary, it is herein agreed that the policy shall be extended to cover Mechanical or Electrical breakdown and Exception b. forming part of the Policy shall stand deleted.

# DIGIT PUBLIC LIABILITY INSURANCE POLICY

## 1. PREAMBLE:

Whereas the Insured named in the Policy Schedule hereto and carrying on the business described in the Policy Schedule has applied to Go Digit General Insurance Limited (hereinafter called 'the company') for the indemnity hereinafter contained and has made a written proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein and has paid the premium as consideration for or on account of such indemnity. Subject to the terms, exceptions, exclusions and conditions contained herein or endorsed hereon.

## 2. OPERATIVE CLAUSE:

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

## 3. INDEMNITY:

We will indemnify the Insured in excess of the Compulsory Excess and Voluntary Excess, subject to the Limit of Indemnity, against its legal liability (including Defence Costs) to pay Damages for third party Claims arising out of Bodily Injury and/or Property Damage:

- a) caused by an Accident in the Insured Premises,
- b) in the course of the Business, and
- c) during the Period of Insurance if notified during the Policy Period by the Insured in accordance with the terms of this Policy.

### **Defence Costs**

We will, subject to the Limit of Indemnity, pay all costs, fees and expenses incurred with Our prior written consent in the investigation, defence or settlement of any Claim and the Insured's costs of representation at any inquest, inquiry, or other proceedings in respect of matters which have a direct relevance to an actual or anticipated Claim against the Insured falling within the terms of this Policy.

## 4. DEFINITIONS:

- (a) **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.
- (b) **Bodily Injury** means death, bodily injury, illness or disease of or to any person.
- (c) **Claim** means the receipt by the Insured of any written or verbal notice of demand for compensation or rectification made by or on behalf of a third party against the Insured, and/or any suit, claim, petition, writ, statement of claim, claim form, summons, application or other originating legal or arbitral process, cross-claim, counterclaim or third or similar party notice served upon the Insured.
- (d) **Defence Costs** means the expenses incurred by or on behalf of the Insured or the Company in the investigation or settlement or defence of a Claim and shall include legal costs and disbursements.
- (e) **Insured Premises** means the place or places named in the Policy Schedule from where the Insured's Business is conducted and shall be deemed to include pipelines owned by the Insured that run outside of the Premises for discharging treated effluents to a disposal point situated within a distance of not more than one kilometre (unless specifically agreed and mentioned in your Policy Schedule) from the Premises.

- (f) **Limit of Indemnity** means the amount stated in the Schedule, which shall be the Company's total liability under this Policy (inclusive of Defence Costs, and regardless of the number of Insureds or claimants or the total number or amount of Claims made against the Insured) for any one Claim and in the aggregate for all Claims made against the Insured during the Policy Period.
- (g) **Period of Insurance** means the period commencing from the retroactive date and terminating on the expiry date as shown in the Policy Schedule.
- (h) **Policy Period** means the period commencing from effective date and hour as shown in the policy schedule and terminating at midnight on the expiry date as shown in the Policy Schedule.
- (i) **Pollution** means and includes pollution or contamination by solids, liquids, gaseous or thermal irritants, contaminants, smoke, vapour, soot, fumes, acids, alkalis, radioactive and/or nuclear material, chemical or waste materials (including but not limited to any materials to be recycled, reconditioned or reclaimed) or otherwise of atmosphere, water, soil or other tangible material property.
- (j) **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.
- (k) **Property Damage** means actual and/or physical damage to tangible property;
- (l) **Retroactive Date** means the date shown as Retroactive Date in the Policy Schedule. The policy will only cover accidents that have occurred after the Retroactive Date.
- (m) **We, Us, Our, Insurer** means Go Digit General Insurance Limited
- (n) **You, Your, Insured** means a person or an entity or an organization named in the Policy Schedule

## 5.

### (a) NOTIFICATION EXTENSION CLAUSE:

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

### (b) EXTENDED CLAIM REPORTING CLAUSE:

Subject to the limits of indemnity and the terms, conditions and exceptions of the policy, if this Policy is cancelled nor renewed or replaced, either by Us or by You, with an insurance Policy for the same interest You shall be entitled to an Extended Reporting Period of number of days as opted by You and mentioned in Your Policy Schedule, granted automatically from the date of expiry of the Policy, for notification of claims for accidents which had taken place during the Period of Insurance but could not be made during the Policy Period, provided, however, all claims made during the extended reporting period shall be handled as if they were made on the last day of the expiring policy period.

## 6. INSURED PERSONS:

Subject to the Limit of Indemnity, their compliance with the terms and conditions of this Policy and without prejudice to the Your obligations under this Policy, in the event of a Claim indemnifiable under the Policy the indemnity provided hereunder shall also extend to:

- A. Officials of the Insured in their business capacity arising out of the performance of their business or in their private capacity arising out of their temporary engagement of the Insured's employees;
- B. The officers, committees and members of the Insured's canteen, social, sports, medical, firefighting and welfare organizations in their respective capacities as such;

- C. The personal representatives of the estate of any person who would otherwise be indemnified by this Policy but only in respect of liability incurred by such person.

Provided always that all such persons or parties shall exercise their rights through the Insured named in the Policy Schedule and; observe, fulfil and be subject to the terms, conditions and exclusions of this Policy as though they were the Insured.

**7. CROSS LIABILITIES:**

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

**8. LIMIT OF INDEMNITY:**

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

**A. CLAIMS SERIES CLAUSE**

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

**B. COMPULSORY EXCESS**

You shall bear as Compulsory Excess the amount or percentage of the limit of indemnity per any one accident as mentioned in the Policy Schedule. This Compulsory Excess shall be applicable to both (a) death/bodily injury and (b) property damage, inclusive of defence costs arising out of any one accident. Our liability shall attach for the claim in excess of such Compulsory Excess (and Voluntary Excess, if any, opted by the Insured).

**C. VOLUNTARY EXCESS**

In the event of You opting, the policy shall be subject to a voluntary excess as mentioned in the Policy Schedule. This voluntary excess shall be applicable to both (a) death/bodily injury claims and (b) property damage claims inclusive of defence costs arising out of any one accident. Our Liability shall attach for the claims in excess of such compulsory and voluntary excess.

**9. EXCLUSIONS**

This policy does not cover liability:

1. assumed by the Insured by agreement and which would not have attached in the absence of such agreement.
2. arising out of earthquake, earth-tremor, volcanic eruption, flood, storm, tempest, typhoon, hurricane, tornado, cyclone or other similar convulsions of nature and atmospheric disturbance.
3. arising out of deliberate, wilful or intentional non-compliance of any statutory provision.
4. arising out of loss of pure financial nature such as loss of goodwill, loss of market, etc.
5.
  - (a) arising out of all personal injuries such as libel, slander, false arrest, wrongful eviction, wrongful detention, defamation, etc. and mental injury, anguish, or shock resulting there from;



- (b) infringement of plans, copy-right, patent, trade name, trademark, registered design;
- 6. arising out of fines, penalties, punitive or exemplary damages or any other damages resulting from the multiplication of compensatory damages.
- 7. directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, terrorism or military or usurped power.
- 8. directly or indirectly caused by or contributed to by
  - (a) ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- 9. This policy does not cover liability for claims arising out of;
 

the ownership possession or use by or on behalf of the Insured of any motor vehicle or trailer for which compulsory insurance is required by legislation other than the following;

  - (a) claims caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer;
  - (b) claims arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer;
  - (c) claims for damage to any bridge, weighbridge, road or anything beneath caused by the weight of any motor vehicle or trailer or of the load carried therein;
  - (d) claims arising out of any motor vehicle or trailer temporarily in the Insured's custody or control for the purpose of parking.
- 10. transportation of materials and / or hazardous / dangerous substances outside Insured's premises unless specifically covered.
- 11. the ownership possession or use by or on behalf of the Insured of any aircraft, watercraft or hovercraft.
- 12. damage to property owned leased or hired or under hire-purchase or on loan to the Insured or otherwise in the Insured's care custody or control other than the
  - (a) premises (or the contents thereof) temporarily occupied by the Insured for work thereon or other property temporarily in the Insured's possession for work thereon (but no indemnity is granted for damage to that part of the property on which the Insured is working and which arises out of such work).
  - (b) employees and visitors clothing and personal effects.
  - (c) premises tenanted by the Insured to the extent that the Insured would be held legally liable in the absence of any specific agreement.
- 13. Injury and/ or Damage occurring prior to the Retroactive Date mentioned in the Policy Schedule.
 

Provided always that in the event of any Injury or Damage arising from continuous or continual inhalation, ingestion or application of any substance following the covered accident and where the Insured and company cannot agree when the Injury or Damage occurred, then:

  - (a) Injury shall be deemed to have occurred when the claimant first consulted a qualified medical practitioner in respect of such Injury;
  - (b) Damage shall be deemed to have occurred when it first became evident to the claimant even if the cause was unknown.
- 14. the deliberate, conscious or intentional disregard of the Insured's technical or administrative management of the need to take all reasonable steps to prevent claims.
- 15. Injury to any person under the contract of employment or apprenticeship with the Insured their contractor(s) and/or Sub-Contractor(s) when such Injury arises out of the execution of such contract.
- 16. liability more specifically Insured elsewhere.

17. Any liability under the Public Liability Insurance Act 1991, any amendment thereto, or any other statute or law which attaches liability on a no fault basis.
18. Pollution of any kind.
19. Any Product.
20. directly or indirectly caused by or arising from or in consequence of or attributable to any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

21. for any claims where the Insured were aware of the circumstance or event which gave rise to the claim before the inception of this Policy;
22. for any financial loss or claim arising out of any act of negligence, error, mistake or omission in rendering or failing to render professional services, whether performed by the Insured or by others for whom the Insured is legally responsible;
23. any actual or alleged liability whatsoever, directly or indirectly caused by or resulting from or in consequence of or contributed to by or arising out of asbestosis or any related disease (including cancer) resulting from the existence, production, processing, manufacture, sale, distribution, storage, deposit or use of asbestos, asbestos products and/or products containing asbestos in whatever form or quantity;
24. any actual or alleged loss of or damage to property or liability whatsoever, directly or indirectly caused by or resulting from or in consequence of or contributed to by or arising out of non-ionic radiation, including but not limited to Electro-Magnetic Fields and/ or Electro-Magnetic Interference;
25. for any claims arising outside the territorial limits as mentioned in the Policy Schedule;
26. in connection with dishonest/criminal acts of employees or persons working for/on behalf of the Insured;
27. prior and pending losses;
28. caused by, whatsoever nature directly or indirectly, resulting from or in connection with:
  - a. Employers Liability & Employment Practices Liability;
  - b. Professional Liability;
  - c. Mold, fungi, mildew, spore or mycotoxins of any kind;
  - d. Insured vs. Insured claims;
  - e. Damage to alienated premises;
  - f. Libel and Slander;
  - g. Advertising injury;
  - h. Assault and Battery;
  - i. Property under care, control and/or custody of the Insured;
  - j. Offshore risk;
  - k. Toxic waste
29. arising out of consumption of food, beverage and/or any other edible items supplied by the Insured in the Insured's premises, unless specifically covered;
30. arising out of Industrial seepage, pollution and contamination, unless specifically covered;

31. any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection Strike, riots and civil commotion regardless of any other cause or event contributing concurrently or in any other sequence to the loss;
32. for Bodily Injury or Property Damage arising out of or with respect to or in relation to the furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol and/or any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages and/or causing or contributing to the intoxication of any person.

## **10. GENERAL CONDITIONS**

### **1. Duties in the event of a Claim**

- a. You shall give written notice to Us as soon as reasonably practicable of any claim made against You (or any specific event or circumstance that may give rise to a claim being made against You) and which forms the subject of indemnity under this policy and shall give all such additional information as We may require.
- b. Every claim, writ, summons or process and all documents relating to such event shall be forwarded to Us immediately when they are received by You.
- c. No admission, offer, promise or payment shall be made or given by or on behalf of the Insured without the written consent of the company.
- d. We will have the right, but in no case the obligation, to take over and conduct in Your name 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 Us in the defence settlement or payment of any claim will reduce the limits of indemnity specified in the Policy Schedule.  
In the event We, in Our sole discretion, choose to exercise Our right pursuant to this condition, no action taken by Us in the exercise of such right will serve to modify or expand in any manner, Our liability or obligations under this policy beyond what the Our liability or obligations would have been had we not exercised Our rights under this condition.
- e. You shall give all such information and assistance as the company may reasonably require.

2. We may at any time pay to You in connection with any claim or series of claims under this policy to which an Indemnity limit applies the amount of such limit (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment being made, we shall relinquish the conduct and control of and be under no further liability in connection with such claims.

### **3. Alterations to the Policy**

You shall give notice as soon as reasonably practicable of any fact, event or circumstance which materially changes the information supplied to Us at the time when this policy was effective, and We may amend the terms of this policy according to the materiality of such change.

### **4. Observance Of Terms And Conditions**

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

### **5. Notices And Alterations To The Policy**

Every notice and communication to Us required by this Policy shall be in writing.

### **6. Duty Of Disclosure**

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

#### 7. Fraud

- a. If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or device are used by You or anyone acting on Your behalf to obtain any benefit under this policy, all benefits and rights under the Policy shall be forfeited.
- b. We shall not be liable to make any payment under this Policy in respect of any claim if such claim shall be in any manner fraudulent or supported by any statement or device whether by You or by any person on Your behalf and/ or if the insurance has been continued in consequence of any material misstatement or the non-disclosure of any material information by or on behalf of the Insured.

#### 8. Entire Contract

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

#### 9. Maintenance of Records

You 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 We may require. We shall at all reasonable time have free access to inspect such records.

#### 10. Other Insurance

If at the time of happening of any event resulting into a liability under this policy, there be any other public liability insurance or insurances effected by You or by any other person covering the same liability, then We shall not be liable to pay or contribute more than its rateable proportion of such liability. This Policy does not cover liability which at the time of happening of any event resulting into such liability, be Insured by or would, but for the existence of this policy, be Insured by, any other Policy (but not a Public Liability Policy) or Policies, except in respect of any excess beyond the amount which could have been payable under such Policy / Polices, had this Insurance not been effected.

#### 11. Cancellation

We may cancel this Policy by giving 7 days' notice in writing of such cancellation to the Your last known address and in such an event the company will return a pro-rata portion of the premium (subject to a minimum retention of 25 per cent of the annual premium) for the unexpired period of the Insurance.

The Policy may also be cancelled by the Insured by giving 7 days' notice in writing to Us, in which event the company will retain premium at short-period scale provided there is no claim under the policy during the period of Insurance.

In case of any claim under the Policy no refund of premium shall be allowed.

Policy Period	(%) of Premium to be refunded
Not Exceeding 1 Week	90% of the Annual Premium
Not Exceeding 1 Month	75% of the Annual Premium
Not Exceeding 2 Months	65% of the Annual Premium
Not Exceeding 3 Months	50% of the Annual Premium
Not Exceeding 4 Months	40% of the Annual Premium
Not Exceeding 6 Months	25% of the Annual Premium
Not Exceeding 8 Months	15% of the Annual Premium
Exceeding 8 Months	0% of the Annual Premium

#### 12. No Reinstatement of Sum Insured

In the event of liability arising under the Policy or the payment of claim under the Policy, the Limit of Indemnity per any one-year under the Policy shall get reduced by the extent of quantum of liability to be paid or actual payment of such claim. Under no circumstances, it shall be permissible to reinstate the limit of indemnity to the original level, even on payment of extra premium.

### **13.Limitation Period**

It is also hereby further expressly agreed and declared that if we shall disclaim liability to you for any claim hereunder and such claim shall not within 12 calendar months from the date of such disclaimer have been made the subject matter of a suit in a court of law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

### **14.Governing Law**

Any dispute concerning the interpretation of the terms, conditions limitations and/ or exclusions contained herein is understood and agreed to by both the Insured and the Company to be subject to Indian law. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within India and to comply with all requirements necessary to give such court the jurisdiction. All matters arising hereunder shall be determined in accordance with the laws of India.

### **15.Arbitration**

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

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

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

### **16.Subrogation**

In the event of any payment under this Policy, We shall be subrogated to all of Your rights of recovery to the extent of such payments against any person or organization and You shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights and ensure that nothing is done to prejudice such rights and provide Us with whatever reasonable co-operation and assistance they might require.

However, it is specifically agreed that We will not exercise its rights of subrogation against Your employee unless the aforesaid payment has been caused by or contributed to in any way by the fraud or dishonesty of any such employee.

In the event of any recovery being made, it is specifically understood that the recovered funds shall be applied in the following order:

- (a) We shall be reimbursed to the extent of any payment they have made under this Policy.
- (b) We shall be reimbursed the actual costs and expenses they have incurred in pursuing the recovery.
- (c) You shall be entitled to reimbursement in respect of its losses only after the payment of (a) and (b) and only to the extent of any recovered funds that might remain.

### **17.Renewal Notice**

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

### 18.Claim Settlement

We will settle the claim under this policy within 30 days from the date of receipt of necessary documents required for assessing the claim. In the event that We decide to reject a claim made under this policy, We shall do so within a period of thirty days of the survey report or the additional survey report, as the case may be, in accordance with the provisions of Protection of Policyholders' Interest Regulations 2002.

### 19.Grievances

The Company is committed to extend the best possible services to its customers. However, if you are not satisfied with our services and wish to lodge a complaint, please feel free to call our 24X7 Toll free number 1800-258-5956 or you may email to the customer service desk at hello@godigit.com. After investigating the matter internally and subsequent closure, we will send our response.

Senior Citizens can now contact us on 1800-258-5956 or write to us at seniors@godigit.com

If you do not get a satisfactory response from us and you wish to pursue other avenues for redressal of grievances, you may approach Insurance Ombudsman appointed by IRDAI under the Insurance Ombudsman Scheme.

Office Location	Contact Details	Jurisdiction of Office (Union Territory, District)
AHMEDABAD	Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06, Email: bimalokpal.ahmedabad@ecoi.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
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: bimalokpal.bengaluru@ecoi.co.in	Karnataka.
BHOPAL	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202, Fax: 0755 - 2769203, Email: bimalokpal.bhopal@ecoi.co.in	Madhya Pradesh, Chhattisgarh.
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 /2596455, Fax: 0674 - 2596429, Email: bimalokpal.bhubaneswar@ecoi.co.in	Orissa.
CHANDIGARH	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468, Fax: 0172 - 2708274, Email: bimalokpal.chandigarh@ecoi.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh.
CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284, Fax: 044 - 24333664, Email: bimalokpal.chennai@ecoi.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).
DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504, Fax: 011 - 23230858 Email: bimalokpal.delhi@ecoi.co.in	Delhi.
GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2132204 / 2132205, Fax: 0361 - 2732937, Email: bimalokpal.guwahati@ecoi.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.



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 - 65504123 / 23312122, Fax: 040 - 23376599, Email: bimalokpal.hyderabad@ecoi.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.
JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363, Email: Bimalokpal.jaipur@ecoi.co.in	Rajasthan.
ERNAKULAM	Office of the Insurance Ombudsman,2nd Floor, Pulinat Bldg, Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338, Fax: 0484 - 2359336, Email: bimalokpal.ernakulam@ecoi.co.in	Kerala, Lakshadweep, Mahe-a part of Pondicherry.
KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340, Fax: 033 - 22124341, Email: bimalokpal.kolkata@ecoi.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331, Fax: 0522 - 2231310, Email: bimalokpal.lucknow@ecoi.co.in	Districts of Uttar Pradesh: Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, 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.
MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960, Fax: 022 - 26106052, Email: bimalokpal.mumbai@ecoi.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253, Email: bimalokpal.noida@ecoi.co.in	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.
PATNA	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952, Email: bimalokpal.patna@ecoi.co.in	Bihar, Jharkhand.
PUNE	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555, Email: bimalokpal.pune@ecoi.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

Note: GOVERNING BODY OF INSURANCE COUNCIL,3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai -400 054.Tel.: 022 - 26106889/671/980, Fax: 022 - 26106949, Email: inscoun@ecoi.co.in

## Endorsement Wording

### **(i) Food and Beverage Endorsement**

We will indemnify You for all amounts which You become legally liable to pay as Compensation as a result of Bodily Injury due to poisoning by food or non-alcoholic beverage supplied by You at or from Your Insured Premises.

This cover excludes any Claim resulting from Drugs and medicines supplied by You at or from Your Insured Premises.

Provided always that You shall at all times take every possible precaution to prevent the sale or supply of any food and beverages which are contaminated and not fit for human consumption.

It is hereby agreed and declared that exclusion 29 of the policy wording stands deleted.

Subject always to the Limit of Liability mentioned in the Policy Schedule against this cover, terms, conditions, exclusions and Deductible of this Policy.

### **(ii) Industrial Seepage, pollution and contamination extension – 72 hours**

Notwithstanding anything herein contained to the contrary, it is hereby agreed and declared that the insurance under this policy is extended to cover legal liability for accidents causing injury or damage due to seepage, pollution or contamination, where such seepage, pollution or contamination is caused by sudden, unintended and unexpected happening, which takes place in its entirety at a specific time and place during the policy period.

This extension also includes the payment of reasonable cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances provided the seepage, pollution or contamination is caused by sudden, unintended and unexpected happening, which takes place in its entirety at a specific time and place during the policy period whether a claim has been made or not against the insured.

Provided that,

- a It became physically evident to You or other parties within seventy-two (72) hours of its commencement;
- b the initial Bodily Injury, Property Damage must have ensued within seventy-two (72) hours of its commencement

This extension does not cover any liability

- a relating to fines, penalties, punitive or exemplary damage.
- b Which would not have been covered under the insurance, had this clause not been attached.

It is hereby agreed and declared that exclusion 30 of the policy wording is deleted

Provided always that all terms and conditions in the policy shall apply to this extension as if they have been incorporated herein.

# DIGIT CARRIER'S LEGAL LIABILITY POLICY

## **1. PREAMBLE**

Whereas the Insured named in the Policy Schedule hereto carrying on the business of Common Carriers and none other for the purpose of this insurance has applied to Go Digit General Insurance Limited (hereinafter called 'the company') for the indemnity hereinafter contained and has made a written proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein and has paid or agreed to pay the premium as consideration for or on account of such indemnity for the period mentioned in the Policy Schedule.

## **2. OPERATIVE CLAUSE**

We will indemnify You against Your legal liability for actual Physical Loss of or Damage to Goods or Merchandise whilst being transported in India by a Vehicle, details of which are specified in the Policy Schedule, by You under a contract of carriage in writing Provided that:

- a) such loss or damage is directly caused by fire, explosion and/or accident to the carrying Vehicle stated in the Policy Schedule during the Policy Period and within the Duration stipulated hereunder, on account of Your negligence or negligence or criminal act of Your employees or servants; and
- b) the Vehicle is damaged by such fire or explosion or accident and a claim in respect thereof is admitted under the Motor Insurance Policy covering the same.

The indemnity shall also include the necessary and reasonable defence costs and expenses that may be incurred by You, with Our written consent, in defending the alleged legal liability claim in connection with the lost or damaged Goods or Merchandise covered under this Policy.

## **DURATION**

The Cover under this Policy shall apply only to fire or explosion or accident occurring during or after loading of the Goods on the Vehicle at the point of origin and until unloading of the same at the destination named in the contract of carriage or expiry of 3 days, unless specifically agreed otherwise and mentioned in Your Policy Schedule, after the first arrival of the Vehicle at the city or town of such destination, whichever may first occur.

Subject to the limits, terms, conditions, exclusions contained herein or endorsed hereon.

## **3. LIMIT**

The indemnity under this Policy shall not exceed:

- a) the Per Event Limit stated against AOA (Any One Accident) in the Policy Schedule for all loss/damage in respect of a fire or explosion or accident or series of fires or explosion or accidents, arising out of any one event or occurrence and
- b) in no case exceed the Total Sum Insured stated against AOY (Any One Year) in the Policy Schedule in respect of all loss or damage occurring during the Policy Period.

You shall bear the amount stated as Deductible in the Policy Schedule which shall be deducted out of each and every admissible claim.

## **4. DEFINITIONS:**

- (a) **Accident** means an event or omission which is sudden, unexpected and unintentional.
- (b) **Deductible** means the amount stated in the Policy Schedule, which shall be borne by You First in respect of each and every Claim made under this Policy.

- (c) **Policy Period** means the period commencing from effective date and hour as shown in the policy schedule and terminating at midnight on the expiry date as shown in the Policy Schedule.
- (d) **Policy** means the Proposal, Policy Wording, the Policy Schedule and Applicable Endorsements under the Policy. The Policy contains details of the extent of cover available to the Insured, the Exclusions under the Cover and the Terms, Conditions, Warranties, Deductible, Excess and Limitations.
- (e) **We, Us, Our, Insurer** means Go Digit General Insurance Limited
- (f) **You, Your, Insured** means a person or an entity or an organization named in the Policy Schedule

#### 5. **EXCLUSIONS:**

We shall not be liable to indemnify You under this Policy in respect of the following, unless specifically agreed otherwise and mentioned in Your Policy Schedule/Certificate of Insurance:

1. Liability for loss or damage to Goods or Merchandise due to accident occurring beyond the Policy Period and Duration of insurance stipulated in Your Policy Schedule.
2. Liability for death/injury/property damage under Motor Vehicles Act arising out of use of the Vehicle or liability of any other nature whatsoever except in respect of Goods or Merchandise as per terms of Coverage clause stipulated herein.
3. Liability undertaken by You under any contract or agreement unless such liability would have arisen and You would have been liable at law governing the carriage viz. the Carriage of Road Act, 2007 including amendments if any, notwithstanding such agreement.
4. Liability in respect of damage to Goods or Merchandise
  - a. belonging to You or to any of Your servant, agent or sub-contractor or to any other party, except those being transported by You under a contract of carriage entered into by You in its standard form.
  - b. in Your custody or control or any of Your servant's, agent's or sub-contractor's or any other party's custody or control, except such Goods or Merchandise are transported by You under a contract of carriage entered into by You in its standard form.
5. Liability for loss or damage to Goods or Merchandise arising from:
  - a. Inherent defect or vice, including insects, moth, vermin, mildew, mould, damp, wear and tear, deterioration, spontaneous combustion or decay of perishable Goods.
  - b. Depreciation, delay, loss of market, or any action including confiscation by a lawful or any Public Authority
  - c. Consequential Loss arising from loss or damage to Goods.
  - d. War (whether declared or not), act of foreign enemy, hostilities, civil war, rebellion, mutiny, insurrection or usurped power, civil commotion, act of God,
  - e. ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or from nuclear weapons material.
  - f. any change in Law after issue of this insurance
  - g. refusal on the part of Government, Government Agency or other competent authority to grant any necessary permit, License or sanction or deciding to revoke or qualify any such permit.
  - h. strikes and/or riots
  - i. Acts of Terrorism
  - j. Contraband or Goods which are being smuggled or otherwise transported illegally.

#### 6. **GENERAL CONDITIONS**

**1. Entire Contract**

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

**2. Observance Of Terms And Conditions**

The due observance and fulfilment of the terms, conditions and endorsements of this Policy by You and/or Your agents or servants insofar as they relate to anything to be done or complied with by You, shall be condition precedent to Our liability to make any payment under this Policy.

If there shall be any misstatement in or omissions of a material fact from the information supplied by You whether by the said Proposal and declaration or otherwise, this Policy shall be null and void and any premium paid thereon shall be forfeited.

No transfer in the interest in this Policy and no waiver of any terms, provisions, conditions and endorsements of this Policy or renewal thereof shall be valid unless made in writing and signed by Us

**3. Duty Of Disclosure**

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

**4. Alterations to the Policy**

The Policy shall also stand cancelled with immediate effect if:

- a. The laws relating to carriage of Goods are altered in any way
- b. Any change occurs in the ownership or management of the Insured or the area of Operation
- c. Any material change occurs in the information provided in the proposal form unless such change or alteration is brought to the notice of the company in advance and revised terms and premium required by the Company are agreed to and paid.
- d. In the event of such cancellation after a claim has arisen during the current Policy period no refund of premium shall be made. In the event of such cancellation and no claim having arisen prior to the date of cancellation, pro-rata refund of premium for complete unexpired months shall be allowed.

**5. Notices And Alterations To The Policy**

Every notice and communication to Us required by this Policy shall be in writing.

**6. Fraud**

If a claim be made by or on behalf of the Insured which shall be in any respect unsound or fraudulent or intentionally exaggerated or if any false declaration or statement be made in support thereof no claim shall be recoverable hereunder.

**7. Duties of Insured**

- a. It is duty of the Insured and his/her employees/agents in all circumstances, to act with reasonable dispatch and take such measures as may be necessary for the purpose of averting or minimizing a loss.
- b. You shall always ensure that all rights against bailees, or other third parties are properly preserved and exercised as a condition precedent to claim under this Policy.
- c. You shall at all times exercise necessary care to ensure that:
  - I. only competent employees and agents are employed to handle the Goods and the Vehicles;
  - II. the Vehicles and their accessories and fittings are maintained in sound roadworthy condition and are fit for the purpose for which they are used;
  - III. all statutory requirements including Rules and Regulations imposed by any public authority are duly observed and complied with in respect of use of the Vehicle and carriage of the Goods.
- d. The details of all contracts of carriage issued, freight earned and of all vehicles employed or utilized shall be properly recorded and the Insured shall at all times allow the Company to inspect such account and records and furnish copies as may be required by the Company

- e. The Insured shall maintain written record at each of its depots or delivery stations of the condition and nature of Goods received in an apparently damaged condition immediately at the time of such receipt.

**8. Claims**

- a. Upon the happening of any event or occurrence giving rise or likely to give rise to a claim under the Policy You shall:
  - I. Immediately and in any event within 7 days, from the date of occurrence of the accident giving rise to a claim under this Policy, give written notice to Us to the address shown in the Policy Schedule and at Your own expense, furnish all such information, explanation, vouchers, proof and such other evidence to substantiate the claim as may be reasonably required by Us. In no case shall the Company be liable for any loss or damage not notified to the Company within 15 days of the happening of the event.
  - II. Take effective and immediate action against person or persons responsible for the occurrence resulting in the loss or damage to the Goods or Merchandise and recover the same.
  - III. Take steps to secure the Goods or Merchandise from further loss/damage.
- b. Your Failure to comply with the above shall discharge Us from liability towards loss or damage arising out of such event.
- c. Any notice of claim or proceeding against You for loss or damage to Goods or Merchandise in circumstances covered by this Policy shall be immediately intimated in writing to Us.
- d. No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of You in respect of any claim made or likely to be made under this Policy, without Our prior written consent.
- e. We may at Our sole discretion, have the right to take over and conduct in Your name the defence or settlement of any claim against You or to prosecute in Your name any claim for recovery of loss incurred under this Policy from any third party who may be liable to You. We shall have the full discretion in the conduct of such proceedings including settlement thereof and in such event You shall provide all necessary information, assistance and support as We may require in that behalf. Your obligation shall include attendance at hearings, trials, tendering oral and documentary evidence, securing the attendance of witnesses and in such manner as may be necessary for effective defence, settlement or prosecution by the Company.

**9. Claim Settlement**

We will settle the claim under this policy within 30 days from the date of receipt of necessary documents required for assessing the claim. In the event that We decide to reject a claim made under this policy, We shall do so within a period of thirty days of the survey report or the additional survey report, as the case may be, in accordance with the provisions of Protection of Policyholders' Interest Regulations 2002.

**10. Subrogation**

Upon settlement of a claim, the Company shall be entitled to subrogation of rights and remedies that You may have against any other party in respect of the loss or damage to Goods or Merchandise.

**11. Contribution**

If in respect of any liability covered by this Policy there is any other insurance covering the same liability of the Insured, We shall not be liable to pay or contribute more than a rateable proportion of such liability. This Condition shall apply notwithstanding the existence of any clause or condition of non-contribution or non-participation in the other insurance Policy or cover, unless specifically agreed other wise and mentioned in Your Policy Schedule.

**12. Arbitration**

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



conducted in English and the seat and venue of arbitration shall be in India. The arbitration proceedings shall be conducted in accordance with the provisions of The Arbitration and Conciliation Act, as amended from time to time.

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

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

### 13. Cancellation

**Cancellation by Insured:** This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the premium at customary short period rate mentioned in the table below for the time the policy has been in force.

Policy in Force	Premium Retention
For a period not exceeding 15 days	10% of the Annual rate
For a period not exceeding 1 month	15% of the Annual rate
For a period not exceeding 2 months	30% of the Annual rate
For a period not exceeding 3 months	40% of the Annual rate
For a period not exceeding 4 months	50% of the Annual rate
For a period not exceeding 5 months	60% of the Annual rate
For a period not exceeding 6 months	70% of the Annual rate
For a period not exceeding 7 months	75% of the Annual rate
For a period not exceeding 8 months	80% of the Annual rate
For a period not exceeding 9 months	85% of the Annual rate
For a period exceeding 9 months	The full Annual Rate

**Cancellation by Insurer:** This insurance may also at any time be terminated at the option of the Company, on 15 days' notice to that effect being given to the Insured on ground of mis-representation, fraud, non-disclosure of material facts and non-co-operation by the insured and there would be no refund of premium.

### 14. Renewal Notice

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

### 15. Reinstatement of Limit of Indemnity

In the event of liability arising under the Policy or the payment of claim under the Policy, the Limit of Indemnity per any one-year under the Policy shall get reduced by the extent of quantum of liability to be paid or actual payment of such claim. Reinstatement of limit of indemnity to the original level, will be as per the mutual agreement between the Insured and the Insurer, on payment of extra premium.

### 16. Limitation Period

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

### 17. Governing Law

Any dispute concerning the interpretation of the terms, conditions limitations and/ or exclusions contained herein is understood and agreed to by both the Insured and the Company to be subject to Indian law. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within India and to comply with all requirements necessary to give such court the jurisdiction. All matters arising hereunder shall be determined in accordance with the laws of India

### 18. Grievances

The Company is committed to extend the best possible services to its customers. However, if you are not satisfied with our services and wish to lodge a complaint, please feel free to call our 24X7 Toll free number 1800-258-5956 or you may email to the customer service desk at hello@godigit.com. After investigating the matter internally and subsequent closure, we will send our response.

Senior Citizens can now contact us on 1800-258-5956 or write to us at seniors@godigit.com

If you do not get a satisfactory response from us and you wish to pursue other avenues for redressal of grievances, you may approach Insurance Ombudsman appointed by IRDAI under the Insurance Ombudsman Scheme.

Office Location	Contact Details	Jurisdiction of Office (Union Territory, District)
AHMEDABAD	Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06, Email: bimalokpal.ahmedabad@ecoi.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
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: bimalokpal.bengaluru@ecoi.co.in	Karnataka.
BHOPAL	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202, Fax: 0755 - 2769203, Email: bimalokpal.bhopal@ecoi.co.in	Madhya Pradesh, Chhattisgarh.
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 /2596455, Fax: 0674 - 2596429, Email: bimalokpal.bhubaneswar@ecoi.co.in	Orissa.
CHANDIGARH	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468, Fax: 0172 - 2708274, Email: bimalokpal.chandigarh@ecoi.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh.
CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284, Fax: 044 - 24333664, Email: bimalokpal.chennai@ecoi.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).
DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504, Fax: 011 - 23230858 Email: bimalokpal.delhi@ecoi.co.in	Delhi.
GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2132204 / 2132205, Fax: 0361 - 2732937, Email: bimalokpal.guwahati@ecoi.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
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 - 65504123 / 23312122, Fax: 040 - 23376599, Email: bimalokpal.hyderabad@ecoi.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.
JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363, Email: Bimalokpal.jaipur@ecoi.co.in	Rajasthan.
ERNAKULAM	Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg, Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015.	Kerala, Lakshadweep, Mahe-a part of Pondicherry.

	Tel.: 0484 - 2358759 / 2359338, Fax: 0484 - 2359336, Email: bimalokpal.ernakulam@ecoi.co.in	
KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340, Fax: 033 - 22124341, Email: bimalokpal.kolkata@ecoi.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331, Fax: 0522 - 2231310, Email: bimalokpal.lucknow@ecoi.co.in	Districts of Uttar Pradesh: Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, 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.
MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960, Fax: 022 - 26106052, Email: bimalokpal.mumbai@ecoi.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253, Email: bimalokpal.noida@ecoi.co.in	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.
PATNA	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952, Email: bimalokpal.patna@ecoi.co.in	Bihar, Jharkhand.
PUNE	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555, Email: bimalokpal.pune@ecoi.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

Note: GOVERNING BODY OF INSURANCE COUNCIL, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai -400 054. Tel.: 022 - 26106889/671/980, Fax: 022 - 26106949, Email: inscoun@ecoi.co.in

**DIGIT SPECIFIC RISK POLICY****UIN: IRDAN158CP0089V01202021****PREAMBLE**

The proposal and declaration provided by You to Us, Go Digit General Insurance Limited (hereinafter called the "Company"), forms the basis of this insurance and having received Your premium, We are happy to issue this policy to You and indemnify You against the insured perils, as opted by You and mentioned in the Policy Schedule/ Certificate of Insurance, occurring during the Policy Period, or during any further Period for which the Company may accept payment for the renewal or extension of this Policy.

**DEFINITIONS**

1. **Accident** means a fortuitous event or circumstance that is sudden, unexpected and unintentional.
2. **Bodily Injury** means physical injury, illness or disease of or to any third party.
3. **Burglary/Housebreaking** means theft involving unforeseen and unauthorized entry into or exit from Your Premises by forcible, violent and detectable means or following assault or violence or threat thereof with the intent to steal Property Insured therefrom.
4. **Claim** means a claim under an Operative clause in respect of an insured peril that has taken place against which the Insured has made a demand for payment.
5. **Compensation** means monies paid or agreed to be paid by judgment or settlement for Third Party Death, Bodily Injury and/or Property Damage.
6. **Employee** means any person (other than a person whose employment is of a causal nature and who is employed otherwise than for the purposes of the Insured's trade or business) who has entered into a contract of employment with Insured whether such contract of employment is expressed or implied, verbal or in writing.
7. **Excess/Deductible** means the amount stated in the Policy Schedule/ Certificate of Insurance, which shall be paid first by the Insured in respect of each and every claim made under this Policy.
8. **Policy Period** means the Period commencing from Policy Start Date and time as specified in the Policy Schedule/ Certificate of Insurance and terminating at Policy End Date and time as specified in the Policy Schedule/ Certificate of Insurance to this Policy.
9. **Policy** means the Proposal, Policy Wording, the Policy Schedule/ Certificate of Insurance and Applicable Endorsements under the Policy. The Policy contains details of the extent of cover available to the Insured, the Exclusions under the Cover and the Terms, Conditions, Warranties, Deductible, Co-payment and Limitations.
10. **Policy Schedule/ Certificate of Insurance** means the schedule and parts thereof, and any other annexure(s) appended, attached and/or forming part of this Policy.
11. **Property Damage** means
  - a. **For Section I - Loss of or Damage to Property Insured:** actual physical damage to the Insured property
  - b. **For Section II - Third Party Liability:** actual physical damage to tangible property belonging to any third party.
12. **Proposal** means any signed proposal either in physical or electronic form, with filled up questionnaires and declarations, statements and any information in addition thereto supplied to the Company by Insured or on Insured's behalf.
13. **Property Insured** means the Items stated in the Policy Schedule/Certificate of Insurance.
14. **Sum Insured** means the amount stated in the Policy Schedule/ Certificate of Insurance, which shall be the Company's maximum liability under this Policy (regardless to the total number or amount of claims made) for any one claim and in aggregate for all claims during the Policy Period.
15. **Theft** shall mean intending to take dishonestly any movable Insured Property out of the possession of the Insured without consent with the intention of permanently depriving the Insured of such Insured Property and does not include larceny, pilferage and the like.
16. **We, Us, Our(s), Digit, Company, Insurer** means Go Digit General Insurance Limited.
17. **You, Your(s), Insured** means the Person named in the Policy Schedule/ Certificate of Insurance.

**OPERATIVE CLAUSE**

We hereby agree, subject to the terms, conditions, warranties, deductibles and exclusions herein contained, or endorsed or otherwise expressed hereon, to indemnify You up to the Sum Insured and/or Limit of Liability mentioned in Your Policy Schedule/ Certificate of Insurance against loss of or damage to the Property Insured and/or liability suffered or occurring during the Policy Period and covered in the following Sections, provided always that the liability of the Company shall in no case exceed:

- **For Section I – Loss of or Damage to Property Insured:** The Sum Insured on each item or on the whole of the Total Sum Insured mentioned in the Policy Schedule/ Certificate of Insurance.
- **For Section II – Third Party Liability:** The Limit of Liability for any one Accident and in Aggregate i.e., Any one Year Limit mentioned in the Policy Schedule/ Certificate of Insurance.

**SECTION I: LOSS OF OR DAMAGE TO PROPERTY INSURED****Insuring Clause:**

Under this Section, We will pay up to the Sum Insured mentioned in the Policy Schedule/ Certificate of Insurance, as per the Sum Insured basis opted by You, for any loss of or damage to Property Insured, within the Territorial Limits, against the below mentioned perils specifically opted by You and mentioned in the Policy Schedule/ Certificate of Insurance:

**Option 1 :** All Risk Cover except the perils specifically excluded and mentioned in this Policy .

**Option 2 :** You can select one or combination of more than one Peril as listed below.

- a) Fire, Lightning, Explosion
- b) Riot, strike, malicious damage
- c) flood, storm, cyclone, volcanic eruption, typhoon, hurricane, tornado, or other convulsion of nature or atmospheric disturbances
- d) Earthquake (fire and shock)
- e) Mechanical or electrical derangement/breakdown
- f) Burglary or Housebreaking or Robbery
- g) Theft
- h) Accidental Damage

Provided always that,

- a. such loss or damage has occurred during the Policy Period mentioned in the Policy Schedule/ Certificate of Insurance or during any further Period for which We may accept payment for the renewal or extension of this Policy.
- b. the liability of the company shall in no case exceed the Sum Insured on each item or on the whole of the Total Sum Insured mentioned in the Policy Schedule/ Certificate of Insurance.

**SPECIFIC EXCLUSION APPLICABLE TO SECTION I:**

This Policy does not cover the following, unless specially mentioned in the Policy Schedule/ Certificate of Insurance and expressly insured by the Policy: -

1. The amount of the Excess specified in the Policy Schedule/ Certificate of Insurance ascertained after the application of all other terms and conditions of this Policy including any condition of average (under-insurance).
2. Any Loss or damage arising out of a peril listed under Insuring Clause of Section I: Loss of or Damage to Property Insured not specifically mentioned in Your Policy Schedule/Certificate of Insurance.
3. Loss of or Damage to property not belonging to or held in trust by or in the custody or control of the Insured.
4. Loss of or Damage to property caused by any process of cleaning, dyeing or bleaching, restoring, repairing or renovation or deterioration arising from wear and tear, moth, vermin, insects or mildew or any other gradually operating cause or due to deformation or distortion.
5. Breakage, cracking or scratching of crockery, glass, cameras, binoculars, lenses, sculptures, curios, paintings, pictures, musical instruments, sports gear and similar articles of brittle or fragile nature, unless caused by fire and/or accident.

6. Cracking, scratching, denting, chipping or breakage or any other aesthetic defect not affecting the operation or function of the Property Insured.
7. Cost of normal upkeep and normal maintenance.
8. Over-winding, denting or internal damage of watches and clocks.
9. Loss of or damage to money, securities, virtual currency, manuscripts, deeds, bonds, bills of exchange, promissory notes, stock or share certificates, stamps, travel tickets, travelers' cheques, business books or documents.
10. Loss of or damage to accessories and/or tools and/or items of consumable nature and/or packaging material including but not limited to lubricating oil, fuel, catalyst, refrigerant, dewatering etc.
11. Theft from any vehicle except vehicle of fully enclosed saloon type having at the time all the doors, windows and other openings securely locked and properly fastened.
12. Any damage to the Property Insured that existed before the Policy Inception i.e. any Pre-existing damage.
13. Any Loss or Damage to property that is prototype in nature
14. Loss or damage for which the manufacturer or supplier or repairer of the property is responsible either by law or contract/maintenance agreement.
15. Loss or damage arising due to defective design or workmanship by the manufacturer or supplier.
16. Loss or damage caused by or arising out of the willful act or willful neglect or contributory negligence of the insured or his responsible representatives.
17. Any loss or damage in which You or any person acting on Your behalf is involved or implicated.
18. Loss due to or in any way contributed to by the Insured having knowingly permitted or caused or suffered anything to be done or not done whereby the risks hereby insured against were increased.
19. Loss or damage arising from seepage, pollution or contamination, however such seepage, pollution or contamination may have been caused.
20. Loss or damage arising from delay, detention, confiscation, nationalization, requisition, occupation or willful destruction by or under the order of the government or any public or local authority or Customs.
21. Loss or damage resulting out of misuse or abuse, unlawful act or illegal activities including criminal acts or intentional or fraudulent act with an objective to gain undue benefit or economical gain.
22. Loss or damage due to theft or attempted theft by any employee or any other person with a connivance of the Insured or any employee.
23. Consequential losses of any kind including but not limited to loss of profit, business interruption, market loss.
24. Loss destruction or damage directly occasioned by pressure wave caused by aircraft and other aerial devices traveling at Sonic or Supersonic speeds.
25. Legal liability of any kind, except to the extent covered under "**Section II – Third Party Liability**", if opted by You.
26. Unexplained losses, shortages due to error or omissions, losses discovered when making an inventory or a periodic stock taking or loss resulting from the Insured's voluntarily parting with title or possession of any property or induced to do so by deception.
27. Loss or damage directly or indirectly arising from war (whether war be declared or not), war-like operations, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrections, mutiny, commandeering a group of malicious persons or persons acting on behalf of or in connection with any political organization, civil commotion, military or usurped power, seizure, capture, confiscation, arrests, restraint and/or detainment by the order of any government or any other authority.
28. Loss or damage due to ionising radiation or contamination by radioactive substance from any nuclear fuel or from any nuclear assembly or nuclear waste or from the combustion of nuclear fuel.
29. Loss or damage to the Property Insured whilst in Transit under contract of affreightment unless agreed and specifically mentioned in the policy schedule/ Certificate of Insurance.
30. Any loss or damage due to Subsidence and landslide (including rockslide) unless agreed and specifically mentioned in the policy schedule/ Certificate of Insurance
31. **Cyber Exclusion Clause:**  
**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 therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss. ELECTRONIC DATA means facts, concept 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 not limited to 'Trojan Horses', 'Worms' and 'Time or logic bombs'.

**32. Terrorism Damage Exclusion Warranty:**

Notwithstanding any provision to the contrary within this insurance it is agreed that this insurance excludes loss, damage cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, unless specifically agreed by Us and mentioned in Your Policy Schedule/ Certificate of Insurance.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and / or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.

The warranty also excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to action taken in respect of any act of terrorism.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the insured.

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

**BASIS OF VALUATION**

**A. Sum Insured Basis Options applicable to Section I – Loss of or Damage to Property Insured:**

The Sum Insured opted by You at Inception or Renewal shall be as per one of the following basis mentioned in Your Policy Schedule/ Certificate of Insurance:

**a) Market Value Basis**

Sum Insured on Market Value Basis shall represent the replacement value of the Property Insured as New at the time of loss or damage less due allowance in respect of depreciation for age, usage condition and betterment.

**b) Replacement Value Basis**

Sum Insured on Replacement Value Basis shall not be less than the cost which would be incurred to replace the Property Insured with a new Property of similar type, kind, capacity at any time during the Policy Period. No depreciation for age, usage and condition should be taken into consideration while arriving Sum Insured on Replacement Value Basis.

**c) Agreed Value Basis**

Sum Insured on Agreed Value Basis shall be agreed at the start of the Policy by mutual agreement between Insured and the Insurer. This type of valuation will be applicable to items like curios, works of art, paintings etc, where the true value may become a matter of dispute at the time of claim.

**BASIS OF LOSS SETTLEMENT**

**A. Basis of Loss Settlement applicable to Section I – Loss of or Damage to Property Insured:**

Based on the Sum Insured Basis opted by You at the Policy Inception or Renewal, Partial Loss Claims for Property Insured shall be paid as below, provided that Our liability shall in no case exceed the Sum Insured stated in the Policy Schedule/ Certificate of Insurance against each Item:

**1. PARTIAL LOSS SETTLEMENT FOR PROPERTY INSURED:****a. Partial Loss Settlement for Sum Insured Opted on Market Value Basis**

We shall pay You the Actual Repair Cost of the damage and the Cost of Replacing or Reinstating the damaged parts of the Property Insured with parts of same kind or type but not superior to or more extensive than the parts when new as on date of loss less due allowance for betterment and depreciation for age, usage and condition.

**b. Partial Loss Settlement for Sum Insured Opted on Replacement Value Basis or Agreed Value Basis**

We shall pay You the Actual Repair Cost of the damage and the Cost of Replacing or Reinstating the damaged parts of the Property Insured with parts of same kind or type but not superior to or more extensive than the parts when new as on date of loss.

**c. Partial Loss Settlement for Sum Insured Opted on Agreed Value Basis**

We shall pay You the Actual Repair Cost of the damage or the Cost of Replacing or Reinstating the damaged parts of the Property Insured with parts of same kind or type but not superior to or more extensive than the parts when new as on date of loss.

In case of repair, We will also pay for any loss in value of the Insured Property.

**2. TOTAL LOSS SETTLEMENT FOR PROPERTY INSURED:**

Based on the Sum Insured Basis Opted by You at the Policy Inception or Renewal, Total Loss Claims for Property Insured shall be paid as below, provided that Our liability shall in no case exceed the Sum Insured Stated in the Policy Schedule/ Certificate of Insurance against each Item:

**a. Total Loss Settlement for Sum Insured Opted on Market Value Basis**

In the event of Total Loss, We will pay You the Replacement Cost of the lost or damaged Property Insured as on Date of Loss less due allowance for betterment and depreciation for age, usage and condition.

**b. Total Loss Settlement for Sum Insured Opted on Replacement Value Basis**

In the event of Total Loss, We will pay You the Replacement Cost of the lost or damaged Property Insured as on the Date of Loss i.e. the replacement value will be for a new Property Insured of same kind, capacity and specification excluding any allowance for betterment.

**c. Total Loss Settlement for Sum Insured Opted on Agreed Value Basis**

In the event of Total Loss, We will pay You the Sum Insured Agreed at the Inception of the Policy or Market Value immediately prior to the loss, whichever is lower

**SPECIFIC CONDITIONS / EXTENSIONS APPLICABLE TO SECTION I:**

Below special conditions / extensions shall be applicable to Section I of this Policy, unless specifically agreed otherwise and mentioned in the Policy Schedule/Certificate of Insurance:

**1. Single Item Limit:**

Our liability in respect of each item or Items in pair or set shall not exceed specific amount or percentage of the "Section I – Loss of or Damage to Property Insured" Total Sum Insured. This limit, if applicable, is mentioned in Your Policy Schedule/Certificate of Insurance.

**2. Articles in Pairs or Sets:**

If any claim arises hereon for loss or damage, consequent upon a peril specifically covered by the Policy, of or to an article constituting one of an insured pair or set, no regard shall be made to any special value as such and the amount recoverable under this policy shall be calculated as though the article had been separately insured at pro-rata of the insured value of the pair or set.

**3. Transfer of Interest:**

This Policy shall cease to attach to any Property Insured in which the Insured's interest shall pass from the Insured otherwise than by will or operation of law, unless the Company's consent to the continuance of the Insurance is obtained and Endorsed on the Policy.

**4. Onus of Proof:**

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

**5. Reinstatement of Sum Insured:**

Immediately upon the happening of any loss of or damage to the Property Insured as described in the Policy, the total Sum Insured and the Sum Insured upon the various descriptions of property which have been lost or damaged shall be reduced by the amount of loss or damage and such reduced sums insured shall be the limit of Our liability in respect of any further loss or damage occurring during the current Policy Period, unless We consent, upon payment of additional premium, to reinstate the full Sum Insured.

**6. Personal Conveyance Clause**

This Insurance only covers the Property Insured in transit when in the “close personal custody and control” of the Insured and/or Insured’s Employee(s) and/or representative(s), unless otherwise agreed by Us. For the purpose of this clause, “Close Personal Custody and Control” means that the Property Insured shall be held by, or attached to, or within sight and not more than arm’s length reach of the designated individual at all times whilst in transit, subject to the Hotel/Motel Clause if applicable. A negligent or voluntary relinquishment of “close personal custody and control” over the Property insured by the designated individual will not constitute a loss for the purposes of recovery hereunder, and will result in an immediate cessation of coverage, subject to the Hotel/Motel Clause if applicable. Losses due to the infidelity of the designated individual are excluded.

**7. Hotel/ Motel Clause**

In respect of stay risks, this Insurance only covers the Property insured when in the hand or within sight of the Insured and/or Insured’s Employee(s) and/or representative(s) or when deposited in either bank safe deposit vault or in the safe of a Hotel or Motel and/or whilst in custody of customs. For the purpose of this clause, coverage in respect of a safe in a Hotel/ Motel room will be operative only when the room is occupied or the insured Property is contained in a safe and/or vault. This insurance excludes loss of or damage to the insured Property from unattended Hotel/Motel rooms.

**8. Storage at Residence Clause**

It is agreed and understood between parties that whenever the Insured and/or Insured’s representatives take any insured goods home, these goods have to remain under the personal and permanent supervision of an adult person unless locked in a safe at private dwelling house.

**9. Maintenance of Keys Clause**

The keys to the Insured’s Premises and/or Safe shall not be left on the Insured’s Premises out of business hours unless such premises are occupied by the Insured or any authorized Employees of the Insured; in which case, such keys if left on the premises shall be deposited in a secured place.

**10. Packing and Securing of Property Insured in Storage or Transit Clause**

It is warranted that the Insured will ensure that the Property Insured, the subject-matter of this Policy, will be packed, stored and transported in such manner as to withstand the normal hazards associated with such storage or transit.

**SECTION II: THIRD PARTY LIABILITY**

**Insuring Clause:**

If You have opted for this Section, We will indemnify You for an amount, for which You become legally liable to pay as Compensation, including claimant’s defense costs incurred with Our prior approval, arising out of the following Occurrence during the Policy Period, subject always to the Limit of Liability mentioned in the Policy Schedule/ Certificate of Insurance against this Section, terms, conditions, exclusions and Deductible of this Policy:

1. Third Party Bodily Injury or Death; or

2. Third Party Property Damage

Provided always that, such Bodily Injury or Death or Property Damage is solely as a result of Property Insured under "Section I – Loss of or Damage to Property Insured".

**Specific Exclusion applicable to Section II:**

We are not liable to make any payment under this Section in respect of following, unless specifically agreed and mentioned in Your Policy Schedule/ Certificate of Insurance:

1. The amount of the Excess specified in the Policy Schedule/ Certificate of Insurance ascertained after the application of all other terms and conditions of this Policy.
2. Death of or Bodily Injury to any person under contract of employment or apprenticeship of the Insured arising out of and in the course of such employment.
3. Death of or Bodily Injury to Insured's Contractors and/or Sub-Contractors, when such injury arises out of the execution of such contract.
4. Any liability arising out of property not belonging to or held in trust by or in the custody or control of the Insured.
5. Arising out of fines, penalties, punitive or exemplary damages.
6. Whilst the Property Insured is being used for any illegal purpose or for any purpose other than the Property Insured is designed for.
7. Liability arising from war (whether war be declared or not), war-like operations, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrections, mutiny, commandeering a group of malicious persons or persons acting on behalf of or in connection with any political organization, civil commotion, military or usurped power, seizure, capture, confiscation, arrests, restraint and/or detainment by the order of any government or any other authority.
8. Liability arising due to ionising radiation or contamination by radioactive substance from any nuclear fuel or from any nuclear assembly or nuclear waste or from the combustion of nuclear fuel.
9. Liability arising out of the willful act or willful neglect or contributory negligence of the insured or his responsible representatives;
10. Liability arising out of deliberate, willful or intentional or non-compliance or statutory provisions.
11. Liability assumed by the Insured by agreement and which would not have attached in the absence of such agreement.
12. Liability arising out of loss of pure financial nature such as loss of goodwill, loss of market, etc.

13. **Cyber Exclusion Clause:**

**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 therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss. ELECTRONIC DATA means facts, concept 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 not limited to 'Trojan Horses', 'Worms' and 'Time or logic bombs'.

14. **Terrorism Damage Exclusion Warranty:**

Notwithstanding any provision to the contrary within this insurance it is agreed that this insurance excludes loss, damage cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing

concurrently or in any other sequence to the loss, unless specifically agreed by Us and mentioned in Your Policy Schedule/ Certificate of Insurance.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and / or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.

The warranty also excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to action taken in respect of any act of terrorism.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the insured.

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

### GENERAL CONDITIONS

**1. Notices and Alternations to the Policy:**

All notices and communications in relation to this Policy are to be sent to the Company in writing or in electronic format.

**2. Observance of Terms and Conditions**

The due observance and fulfilment of the terms, conditions and endorsement of 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 proposal shall be a condition precedent to any liability of the Company to make any payment under this Policy.

**3. Duty of Disclosure:**

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

**4. Reasonable Care:**

The Insured shall take all reasonable precautions for safety and soundness of Insured Property and to prevent the loss in order to minimize claims. The Insured must comply with Maker's recommended actions for inspection and maintenance and shall comply all statutory requirements or other regulations and will employ only competent and honest employees and/or representative(s).

**5. Fraud:**

If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or device are used by you or anyone acting on your behalf to obtain any benefit under this Policy, all benefits, premiums and rights under the Policy shall be forfeited.

**6. Indemnity**

We may at Our option reinstate, replace or repair the Property lost or damaged or any part thereof instead of paying the amount of loss or damage or may join with any other insurer in so doing, but We shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and , in no case, shall We be bound to expend more in reinstatement than it would have cost to reinstate such Property as it was at the time of the occurrence of such loss or damage and not more than the Sum Insured thereon. Upon payment of any claim for loss or damage under this Policy, the Property in respect of which the payment is made shall belong to Us.

**7. Condition of Average (Under-insurance):**

Either of the below Conditions are applicable to Your Policy and this is specifically mentioned in Your Policy Schedule/ Certificate of Insurance:

- a. If the Property Insured shall at the time of any loss or damage be collectively of greater value than

the Sum Insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss. Every item if more than one of the Policy shall be separately subject to this Condition.

b. **Waiver of Underinsurance**

If at the time of reinstatement, the sum representing \_\_\_% as mentioned in the Policy Schedule/ Certificate of Insurance, of the total reinstatement cost which would have been incurred if the whole of the Insured Property had been destroyed, exceeds the Sum Insured thereon at the time of the loss, then You shall be considered as being Your own Insurer for the difference, and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, shall be separately subject to this condition.

Conditions of Average will not be applicable to Policies where Sum Insured is opted on Agreed Value Basis.

**8. Contribution:**

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

**9. Subrogation:**

You shall at Our expense do and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by Us for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which We shall be or would become entitled or subrogated, upon its paying for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after his indemnification by Us.

**10. Arbitration:**

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

It is clearly agreed and understood that no difference or dispute shall be referable to arbitrations as herein before provided, if the Company has disputed or not accepted liability under or in respect of this policy. It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this policy that award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained.

**11. Jurisdiction:**

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

**12. Territorial Limits:**

The Territorial Limits for this Policy will be Specified Premises in India or Anywhere in India or Worldwide as mentioned in Your Policy Schedule/ Certificate of Insurance, however all claims shall be settled in India in Indian rupees. The laws of India shall govern the provisions of this Policy for the time being in force.

**13. Renewal Notice:**

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



for which the premium has been paid.

**14. Cancellation:**

**Cancellation Due to Total Loss:** In case of cancellation due to Total Loss of the Property Insured, Insured will be entitled for refund of premium for the remaining full policy year(s). We will deduct any long-term discount given for long-term Policies from the premium refund.

**Cancellation by Insurer:** Policy may be cancelled by the Company on the grounds of misrepresentation, fraud, non-disclosure of material facts or non-co-operation by sending to the insured fifteen days' notice by recorded delivery at last known address and e-mail ID and the Company will refund to the insured the pro-rata premium for the balance period of the policy.

**Cancellation by Insured:** Policy may be cancelled at the option of the insured with fifteen days' notice of cancellation and the Insured will be entitled for refund of premium on Pro-rata basis for the remaining full policy year(s) and for the running policy year, the below short period scale of rates shall be applicable, provided that there is no claim in the running policy year. We will deduct any long-term discount given for long-term Policies from the premium refund and the balance premium, if any, will be refundable to the insured.

In case of cancellation of policy by the insured, premium would be retained as per below table:

Policy Period Required	% of Annual Premium
For a period not exceeding 15 days	10% of the Annual rate
For a period not exceeding 1 month	15% of the Annual rate
For a period not exceeding 2 months	30% of the Annual rate
For a period not exceeding 3 months	40% of the Annual rate
For a period not exceeding 4 months	50% of the Annual rate
For a period not exceeding 5 months	60% of the Annual rate
For a period not exceeding 6 months	70% of the Annual rate
For a period not exceeding 7 months	75% of the Annual rate
For a period not exceeding 8 months	80% of the Annual rate
For a period not exceeding 9 months	85% of the Annual rate
For a period exceeding 9 months	100% of the Annual rate

**15. Claims Procedure:**

Upon the happening of any event giving rise or likely to give rise to a claim under this policy, You shall:

- a) Immediately and in any event within 7 days, from the date of incident giving rise to a claim under this Policy, give written notice to Us to the address shown in the Policy Schedule/ Certificate of Insurance;
- b) Take all steps within Your power to minimize the extend of loss or damage;
- c) In case of Theft or any malicious damage, lodge complaint with the Police Authorities within 24 hours of the incident and obtain First Information Report (FIR).
- d) Preserve the parts affected and make them available for inspection by Our representative or surveyor;
- e) Forward Us every letter, writ, summons in relation to Your claim as soon as You receive it.
- f) Provide Us with detailed statement in writing regarding loss or damage and any such information and documentation (in relation to the quantum of the Claim and otherwise) that We may request within 14 days from the date of incident giving rise to a claim under this Policy.
- g) Not incur any expenditure for which a claim may be made against Us without Our prior approval.

**16. Statutory Compliance:**

The Insured shall comply with all statutory and other regulations. The Insured shall observe all manufacturers' instructions concerning:

- (a) The inspection of machinery, plant, equipment and apparatus,

(b) The safety of persons or property.

#### 17. Grievances:

The Company is committed to extend the best possible services to its customers. However, if you are not satisfied with our services and wish to lodge a complaint, please feel free to call our 24X7 Toll free number 1800-258-5956 or you may email to the customer service desk at hello@godigit.com. After investigating the matter internally and subsequent closure, we will send our response.

Senior Citizens can now contact us on 1800-258-5956 or write to us at seniors@godigit.com

If you do not get a satisfactory response from us and you wish to pursue other avenues for redressal of grievances, you may approach Insurance Ombudsman appointed by IRDAI under the Insurance Ombudsman Scheme.

Office Location	Contact Details	Jurisdiction of Office (Union Territory, District)
AHMEDABAD	Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06, Email: bimalokpal.ahmedabad@ecoi.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
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: bimalokpal.bengaluru@ecoi.co.in	Karnataka.
BHOPAL	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202, Fax: 0755 - 2769203, Email: bimalokpal.bhopal@ecoi.co.in	Madhya Pradesh, Chhattisgarh.
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 /2596455, Fax: 0674 - 2596429, Email: bimalokpal.bhubaneswar@ecoi.co.in	Orissa.
CHANDIGARH	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468, Fax: 0172 - 2708274, Email: bimalokpal.chandigarh@ecoi.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh.
CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284, Fax: 044 - 24333664, Email: bimalokpal.chennai@ecoi.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).
DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481 / 23213504, Fax: 011 - 23230858 Email: bimalokpal.delhi@ecoi.co.in	Delhi.
GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2132204 / 2132205, Fax: 0361 - 2732937, Email: bimalokpal.guwahati@ecoi.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
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 - 65504123 / 23312122, Fax: 040 - 23376599, Email: bimalokpal.hyderabad@ecoi.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.
JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363, Email: Bimalokpal.jaipur@ecoi.co.in	Rajasthan.

ERNAKULAM	Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg, Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338, Fax: 0484 - 2359336, Email: bimalokpal.ernakulam@ecoi.co.in	Kerala, Lakshadweep, Mahe-a part of Pondicherry.
KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340, Fax: 033 - 22124341, Email: bimalokpal.kolkata@ecoi.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331, Fax: 0522 - 2231310, Email: bimalokpal.lucknow@ecoi.co.in	Districts of Uttar Pradesh: Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, 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.
MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960, Fax: 022 - 26106052, Email: bimalokpal.mumbai@ecoi.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253, Email: bimalokpal.noida@ecoi.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshihar, Etah, Kanoor, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
PATNA	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952, Email: bimalokpal.patna@ecoi.co.in	Bihar, Jharkhand.
PUNE	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555, Email: bimalokpal.pune@ecoi.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

Note: GOVERNING BODY OF INSURANCE COUNCIL, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106889/671/980, Fax: 022 - 26106949, Email: [inscoun@ecoi.co.in](mailto:inscoun@ecoi.co.in)

### Endorsement

#### **Terrorism Damage Cover Endorsement (Material Damage Only)**

##### **Insuring Clause**

Subject otherwise to the terms, exclusions, provisions and conditions contained in the Policy and in consideration of the payment by the Insured to the Company of additional premium as stated in the Schedule, it is hereby agreed and declared that notwithstanding anything stated in the "Terrorism Risk Exclusion" of this Policy to the contrary, this Policy is extended to cover physical loss or physical damage occurring during the period of this Policy caused by an act of terrorism, subject to the exclusions, limits and excess hereinafter contained,

For the purpose of this cover, an act of terrorism means an act or series of acts, including but not limited to

the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

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

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

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

#### **LOSSES EXCLUDED**

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

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

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

9. loss or damage caused by vandals or other persons acting maliciously or by way of protest or strikes, labour unrest, riots or civil commotion;
10. loss or increased cost occasioned by any public or government or local or civil authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any property insured hereunder;
11. any consequential loss or damage, loss of use, delay or loss of markets, loss of income, depreciation, reduction in functionality, or increased cost of working;
12. loss or damage caused by factors including but not limited to cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service;

13. loss or increased cost as a result of threat or hoax;
14. loss or damage caused by or arising out of burglary, house - breaking, looting, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any action taken in respect of an act of terrorism;
15. loss or damage caused by mysterious disappearance or unexplained loss;
16. loss or damage directly or indirectly caused by mould, mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health;
17. total or partial cessation of work or the retardation or interruption or cessation of any processor operations or omissions of any kind.

#### **LIMIT OF INDEMNITY**

The limit of indemnity under this cover shall not exceed the Total Sum Insured given in the Policy Schedule/ Certificate of Insurance or INR 20,000,000,000 whichever is lower. In respect of several insurance policies within the same compound/location with one or different insurers, the maximum aggregate loss payable per compound/location by anyone or all insurers shall be INR 20,000,000,000. If the actual aggregate loss suffered at one compound/location is more than INR 20,000,000,000, the amounts payable towards individual policies shall be reduced in proportion to the sum insured of the policies.

#### **EXCESS \***

##### **Shops & Residential Risks:**

1% of the claim amount for each and every claim subject to Minimum of INR 10,000 and Maximum of INR 500,000

##### **Non-Industrial Risks:**

1% of the claim amount for each and every claim subject to Minimum of INR 25,000 and Maximum of INR 1,000,000

##### **Industrial Risks:**

5% of the claim amount for each and every claim subject to Minimum of INR 100,000 and Maximum of INR 25,00,000

\*Whichever is applicable.

#### **ADD ON COVERS**

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

#### **MID TERM COVER**

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

#### **SANCTION, LIMITATION AND EXCLUSION CLAUSE**

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

#### **CANCELLATION CLAUSE**

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

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

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





## **DIGIT BOILER AND PRESSURE PLANT INSURANCE (COMMERCIAL)**

### **POLICY WORDING**

**UIN: IRDAN158CP0088V01202021**

Whereas the Insured named in the Schedule hereto by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to 'Go Digit General Insurance Limited' (hereinafter called the 'Company') for the insurance hereinafter contained and has paid the premium as consideration for such insurance in respect of accident or damage occurring during the period of Insurance stated in the Schedule or during any subsequent period for which the Insured pay's and the Company may accept the premium for the renewal of this Policy.

#### **Now this policy of insurance witnesseth**

That subject to the term's exceptions, exclusions, provisions, definitions, warranties, and conditions contained herein or endorsed hereon, 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 the Boiler/s and/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.

#### **General Exclusions**

The company shall not be liable under this policy 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)
  - a) War Invasion, Act of Foreign Enemy, Hostilities or War like operations (whether war be declared or not), Civil War, Rebellion, Revolution, Insurrection, Mutiny, Riot, Strike, Lock out and Malicious Damage, Civil Commotion, Military or Usurped power, Martial law, Conspiracy, Confiscation, Commandeering a group of Malicious Person or persons acting on behalf of or in connection with any Political Organisation. Requisition or Destruction or damage by order of any Government de jure or de facto or by any Public, Municipal or Local Authority.
  - b) Nuclear reaction, nuclear radiation, or radioactive contamination.

- 3) Accident, loss, damage and/or liability resulting from overload experiments or tests requiring the imposition of abnormal conditions.
- 4) 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.
- 5) 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.
- 6) 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).
- 7) 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.
- 8) 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.
- 9) Liability assumed by the Insured by agreement unless such liability would have attached to the Insured notwithstanding such agreement.
- 10) 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.
- 11) Loss of use of the Insured's plant or property or any other consequential loss incurred by the Insured.
- 12) Loss or damage for which the manufacturer or supplier or repairer of the property is responsible either by law or under contracts.

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

It is hereby warranted that during the Policy period;

- I. The Boiler and Pressure Plants described in the Schedule are annually inspected by Inspectors appointed by the appropriate Government 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 Plants 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 Plants. 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.

### Definitions

The following terms wherever used in this Policy shall have attached to them the under mentioned meanings –

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

- 2) **'Chemical Explosion'** shall mean an explosion arising out of chemical reaction in any plant.
- 3) **'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.
- 4) **'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.
- 5) **'Flue Gas Explosion'** shall mean an explosion of ignited gases in the furnaces or flues of the boilers, economisers and super heaters.
- 6) **'Pressure Plant'** shall mean any unfired closed container under steam gas or fluid pressure.

### Conditions

- 1) This Policy 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.
- 2) 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.
- 3) 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.
- 4) If a claim is 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 anyone acting on his behalf to obtain any benefit under this policy, or if a claim is made and rejected and no action or suit is commenced within three months after such rejection or in case of Arbitration taking place as provided herein within three months after the Arbitrators or Umpire have made their award, all benefit under this Policy shall be forfeited.
- 5) No admission, offer promise, payment or indemnity shall be made or given by or on behalf of the insured without the written consent of the Company who shall be entitled if they so desire to take over and conduct in the name of the Insured the defence or 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.
- 6) The due observance and fulfilment of the terms, provisions and conditions of and endorsements 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.
- 7) **Sum Insured**  
If the Boiler and Pressure Plant covered under Item No. 1 of the Schedule shall at the time of any loss be of greater value than the Sum Insured then the Insured shall be considered as being the own Insurer for the difference and shall bear a rateable share of the loss accordingly.

The term value shall mean the new replacement value of the Plant inclusive of freight dues and custom duties, if any and erection costs. Every item if more than one of this Policy shall be separately subject to this condition.

#### **8) 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, and 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 Policy 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'.

#### **9) 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 manufacturer's 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.
- c) In the event of any -
  - i. Material change in the original risk.
  - ii. Alteration, modification, or addition to an insured item.

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

#### **10) 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 giving an indication as to the nature and extent of loss or damage
- b) take all reasonable steps within his power to minimize the extent of the loss or damage 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 not 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. 2,500/- 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 effected. 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.

#### **11) Other Insurance**

If at the time any claim arises under this Policy there is any other insurance covering the same loss, damage or liability, the Company shall not be liable to pay or contribute more than its rateable proportion of such loss, damage or liability.

#### **12) 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 the Sum Insured for the remainder of the period of insurance is reduced by the amount of the compensation. To prevent under insurance during the remainder 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.

#### **13) Transfer of Interest**

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

**14) Termination of Insurance**

This insurance may be terminated at any time at the request of the Insured, in which case, the Company will retain the premium calculated at the customary short period rate for the time the Policy has been in force.

The Company may cancel the policy on grounds of misrepresentation, fraud, non-disclosure or non-co-operation by the insured, giving 15 days' notice to the insured for the cancellation and there would be no refund of premium.

**15) 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 for enforcing any rights or remedies or for 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.

**16) Arbitration**

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

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

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

**17) CUSTOMER GRIEVANCE REDRESSAL POLICY**

The Company is committed to extend the best possible services to its customers. However, if you are not satisfied with our services and wish to lodge a complaint, please feel free to call our 24X7 Toll free number 1800-258-5956 or you may email to the customer service desk at [hello@godigit.com](mailto:hello@godigit.com). After investigating the matter internally and subsequent closure, we will send our response.

Senior Citizens can now contact us on 1800-258-5956 or write to us at [seniors@godigit.com](mailto:seniors@godigit.com).

If Insured person is not satisfied with the redressal of grievance through one of the above methods, insured person may contact the grievance officer at [grievance@godigit.com](mailto:grievance@godigit.com)  
For updated details of grievance officer, kindly refer the link: → [Click Here](#)

If you do not get a satisfactory response from us and you wish to pursue other avenues for redressal of grievances, you may approach Insurance Ombudsman appointed by IRDAI under the Insurance Ombudsman Scheme.



Office Location	Contact Details	Jurisdiction of Office (Union Territory, District)
AHMEDABAD	Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06, Email: bimalokpal.ahmedabad@ecoi.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
BENGALURU	Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049, Email: bimalokpal.bengaluru@ecoi.co.in	Karnataka.
BHOPAL	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202, Fax: 0755 - 2769203, Email: bimalokpal.bhopal@ecoi.co.in	Madhya Pradesh, Chhattisgarh.
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubaneshwar – 751 009. Tel.: 0674 - 2596461 /2596455, Fax: 0674 - 2596429, Email: bimalokpal.bhubaneswar@ecoi.co.in	Orissa.
CHANDIGARH	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468, Fax: 0172 - 2708274, Email: bimalokpal.chandigarh@ecoi.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh.
CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284, Fax: 044 - 24333664, Email: bimalokpal.chennai@ecoi.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).
DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504, Fax: 011 - 23230858 Email: bimalokpal.delhi@ecoi.co.in	Delhi.
GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2132204 / 2132205, Fax: 0361 - 2732937, Email: bimalokpal.guwahati@ecoi.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
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 - 65504123 / 23312122, Fax: 040 - 23376599, Email: bimalokpal.hyderabad@ecoi.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.
JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363, Email: Bimalokpal.jaipur@ecoi.co.in	Rajasthan.
ERNAKULAM	Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg, Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338, Fax: 0484 - 2359336, Email: bimalokpal.ernakulam@ecoi.co.in	Kerala, Lakshadweep, Mahe-a part of Pondicherry.
KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340, Fax: 033 - 22124341, Email: bimalokpal.kolkata@ecoi.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.

LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331, Fax: 0522 - 2231310, Email: bimalokpal.lucknow@ecoi.co.in	Districts of Uttar Pradesh: Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, 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.
MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960, Fax: 022 - 26106052, Email: bimalokpal.mumbai@ecoi.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddha Nagar, U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253, Email: bimalokpal.noida@ecoi.co.in	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.
PATNA	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952, Email: bimalokpal.patna@ecoi.co.in	Bihar, Jharkhand.
PUNE	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555, Email: bimalokpal.pune@ecoi.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

Note: GOVERNING BODY OF INSURANCE COUNCIL, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106889/671/980, Fax: 022 - 26106949, Email: inscoun@ecoi.co.in

## **DIGIT BOILER AND PRESSURE PLANT INSURANCE (COMMERCIAL)** **TARIFF ENDORSEMENTS**

### **1. OWNER'S SURROUNDING PROPERTY –**

In consideration of insured having paid extra premium amount, it is hereby agreed and declared, subject to otherwise terms and conditions of the Policy, that this insurance by within policy is extended to cover loss or damage to property located at or adjacent to the site and belongings to or held in care custody, control of the principal(s) or the contractor(s) if occurring directly due to damage of items mentioned in the schedule while at rest or in views for construction or erection during period of policy.

The Company pays to the insured the value of the damaged property at the time of accident or reinstate or replace such damage property or any part thereof provided that –

The liability of the Company shall in no case exceed the amount as mentioned in the Policy Schedule for any one accident or series of accidents arising out of any one event and in the whole the total indemnity amount as mentioned in the Policy Schedule during the Policy period.

The insured shall bear the same excess as mentioned in the schedule of the policy.

In respect of loss or damage resulting to underground piping, tunnelling or underground cables and other underground facilities, the indemnity will be restricted to actual repair cost, provided prior to commencement of work, insured with the relevant authorities about the exact locations or positions of such cables, pipes or other underground facilities. Cracks that neither impair the stability of the structure nor safety of its users are not covered.

### **2. THIRD PARTY LIABILITY –**

In consideration of the payment of the additional premium, it is hereby agreed and declared that notwithstanding anything to the contrary stated in this policy, the Company will indemnify the insured:

- a) against legal liability for the accidental loss or damage caused to the property of other persons.
- b) against legal liability (liability under contract excepted) for fatal or non-fatal injury to any persons other than the insured or his own employees or employee of the owner of the works/site/premises/ location or employees of the other firms/connected with any other work site/ premises/ location or members of the family of the insured or any of the aforesaid.

#### **EXCLUSIONS UNDER THE TPL EXTENSION –**

The Company will not indemnify the insured, under this extension in respect of –

- a) The first amount of policy excess of each claim for any one occurrence related to property damage.
- b) Expenditure incurred in doing or redoing or making good or repairing or replacing anything covered or coverable under the policy.
- c) Liability consequent upon –
  - i) bodily injury to or illness of employees/workmen/members of the families of the insured or of the owners of the works/site/premises/ location or of any other firm/contractors connected with any other work at the works/site/premises/location.
  - ii) loss of or damage or property belonging to or held in trust by or under custody of the owner of the works/site/premises/location of any other firms/contractors or an employee/workmen/family member of any of the aforesaid.
  - iii) any accident cost by vehicles licensed for general road or by waterborne vessels or used aircraft.

- iv) any agreement by the insured to pay any sum by way of indemnity or otherwise unless such liability would have attached also in the absence of such agreement.

**CONDITIONS APPLYING TO TPL EXTENSION –**

- a) No admission, offer, promise, payment of indemnity shall be made or given by or on behalf of the insured without written consent of the company who shall be entitled, if any so desire, to take over and conduct in the name of the insured the defence or settlement of any claim or to prosecute for their own benefit in the name of the insured 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.
- b) The Company may, so far as any accident is concerned, pay to the insured the limit of indemnity for any one accident/for any one period, after deducting therefrom in such case of any sum/s already paid as compensation in respect thereof or any lesser sum for which the claim or claims arising such accident can be settled and the Company shall thereafter be under no further liability in respect of such accident under this section.

**3. EXPRESS FREIGHT –**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the insured having paid the agreed extra premium, this insurance shall be extended to cover extra charges for express freight (excluding air freight). Provided always that such extra charges are incurred in connection with any loss of or damage to the insured items recoverable under the policy.

If the sum(s) insured of the demand item(s) is/are less than the amount(s) required to be insured, the amount payable under this endorsement for such extra charges shall be reduced in the same proportion.

**4. AIR FREIGHT –**

It is hereby declared and agreed that the Policy shall also indemnify towards Air Freight incurred by the Insured in connection with the indemnifiable loss under the Policy.

In consideration thereof an additional premium is charged hereby.

Limit of indemnity shall be amount as mentioned in the Policy Schedule during Policy Period.

Each and every claim shall be subject to a minimum Excess of 5 % of the admissible Air Freight incurred over and above the excess as applicable under the policy.

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

**5. ADDITIONAL CUSTOMS DUTY –**

In consideration of the Insured having paid an additional premium it is hereby declared and agreed that the Insured shall also be indemnified during the policy period, towards the additional Customs Duty, amount, as mentioned in the Policy Schedule, which may be incurred by the Insured over and above the Customs Duty amount taken into account in arriving at the Sum Insured the affected item.

Each and every claim payable under the extension shall be subject to an Excess of 5 % of the admissible Additional Customs Duty incurred and will be in addition to the Excess amount applicable for the affected item under the Policy.

The Indemnity for such Additional Customs Duty will stand reduced after occurrence of the claim unless reinstated by payment of an additional premium prescribed by the Company. Subject otherwise to the terms, conditions, and exceptions of the Policy.

**Note**

- i) For computation of indemnity under the Additional Customs Duty extension, exchange rate applicable on date of occurrence shall be considered.
- ii) Under this only Sea Freight charge would be taken into account even though the replacement supplies had been air freighted and the policy has been endorsed for airfreight cover.

**6. ESCALATION CLAUSE-**

In consideration of the payment of an additional premium the Sum(s) Insured thereby shall, during the period of Insurance, be increased each day by an amount representing 1/365th of the specified percentage increase per annum as specified in policy schedule for each of the item .

Unless specifically agreed to the contrary the provisions of the Clause shall only apply to the sums insured in force at the commencement of each period of insurance.

At each Renewal Date the Insured shall notify the Insurers: -

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

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

## DIGIT RESTRUCTURED WEATHER BASED CROP INSURANCE SCHEME (RWBCIS)

### POLICY WORDINGS

WHEREAS the insured named in the Schedule hereto had made to Go Digit General Insurance Ltd., (hereinafter called “the Company”) a written proposal by completing a Proposal Form which together with any other statements made in writing by the insured for the purpose of this Policy, is deemed to be incorporated herein.

NOW THIS POLICY OF INSURANCE WITNESSETH that subject to and in consideration of the Insured having paid to the Company, the premium mentioned in the said Schedule and subject to the terms, exclusions, provisions and conditions contained herein or endorsed hereon the company will indemnify the Insured against the perils covered in the policy.

#### A. Definitions

1. **“Automatic Weather Stations (AWS)”** means a device installed in the insurance unit [declared by concerned State Government] to measure and record the weather parameters like rainfall, temperature, humidity, wind speed, solar radiation etc. This device mainly have sensors and data logger to automatically record the weather parameters and transmit the data electronically in thse data providers server.
2. **“Authorized data provider”** means an agency which has installed the reference or backup weather station and has been authorized to provide data for the same for the purpose of calculation and settlement of the claim.
3. **Automatic Rain Guage ( ARG)** means a device installed in the insurance unit to measure the rainfall in the given time frame.
4. **“Backup weather station”** means the secondary weather station as defined in the schedule, the weather data of which will act as a substitute for the missing data, if any, of the reference weather station.
5. **“Bank”** means the first named Financial Institution/ Bank named in the policy.
6. **“Beneficiary”** means any person(s) whose crop/property is (are) insured under agricultural or non- agricultural activity.
7. **“Company”** means the Go Digit General Insurance Limited.
8. **“Defined Area or InsuranceUnit (IU)”** means specified area for the Notified Crop under the policy.
9. **“Endorsement”** means any alteration made to the policy which has been agreed to by the company in writing.
10. **“Exclusion”** means the damages/perils/properties/contingencies which are not covered under the policy and for which the company have no liability in the event of loss occurrence.
11. **“Exit Index”** shall mean the Observed Weather Index level at which the Insured becomes eligible for full Sum Insured under the Policy.
12. **“Humidity”** shall mean Relative Humidity
13. **“Insured/Policyholder”** means the person or entity whose name specifically appears as such in the Schedule to this Policy.
14. **“Notified Crop”** is the Crop which is selected for the insured season in the defined area by the Company or selected by the Government authority for the crop insurance with the consent of the Company and which is specifically mentioned in the Policy Schedule. It shall include
  - a. Food Crops ( Cereal , Millets ,Pulses )
  - b. Oil seeds
  - c. Annual Commercial /Annual Horticultural Crops
15. **“Notional Payment”** shall mean the agreed amount, which shall be paid as compensation to the Insured per unit deviation in Weather Index.
16. **“Observed Weather Index”** shall mean the observed value of the Weather Index against the weather parameters covered in the Policy, which observed value will be used for determining the Strike Index or the Exit Index, during the Period of Insurance.
17. **“Policy”** means the Policy booklet, the Schedule, any Extension and applicable endorsements under the Policy. The Policy contains details of the extent of cover available to the Insured, the exclusions under the cover and the terms and conditions of the issue of the Policy.
18. **“Proposal”** means any signed proposal by filling up the questionnaires and declarations, written statements and any information in addition thereto supplied/submitted to the company by the beneficiary or on his behalf.



19. **“Policy period”** means the period commencing from the effective date/risk inception date and hour as shown in the policy Schedule and terminating at midnight on the expiry dates/ risk end date, as shown in the schedule.
20. **“Rainfall”** shall mean Deficit rainfall , excess rainfall , unseasonal rainfall ,rainy days , dry spells , dry days
21. **“Reference unit Area (RUA)”** means the smallest possible area notified by the State Government for operation of the Weather Based Crop Insurance scheme
22. **“Reference Weather Station”** shall mean the weather station engaged in the study or monitoring of weather or atmospheric observations as stated in Schedule I, the data from which will be used for the purpose of determining the Observed Weather Index, Exit Index and Strike Index for payment of compensation and claim settlement under this Policy.
23. **“Schedule”** means the schedule, and any annexure to it, attached to and forming part of the Policy.
24. **“Sum Insured”** means and denotes the amount of cover available as stated in the Policy Schedule. This is the maximum amount that the Company will pay for each and every claim, and in all, under this Policy.
  - a. The Sum Insured (SI) for each notified crop is pre –defined and will be the same for Loanee and non– loanee farmers, which will be based on the ‘ scale of finance’ as decided by the District Level Technical Committee ( DLTC) . If the scale of finance is not declared by the DLTC the Sum Insured will be broadly based on the cost of cultivation of the crops and will be decided the State Government .Sum Insured for individual farmer is equal to the Sum Insured Multiple by acreage of the notified crop . ‘ Area under Cultivation ‘ shall always be expressed in hectares.
  - b. The Sum Insured of the crop may be distributed among the critical phases of the crop based on the accumulating input costs in its growing path of the crop during the phase .However Sum Insured assigned to the subsequent phases may be the summation of its previous phases to provide adequate compensation on damage of crop at later stages
25. **“Strike Index”** shall mean the Observed Weather Index level at which the Insured becomes eligible for claim payment.
26. **“Temperature”** shall mean High Temperature ( heat ), low temperature ( cold)
27. **“Term Sheet”** shall mean the document attached to the Policy Schedule which contains the weather index along with the Strike Point, Exit Point, Notional Payment and which shall be the basis for claim settlement.
28. **“Unit”** for Agriculture purpose shall mean standard measureable unit of land area [declared by concerned State Government] and for Non-Agricultural purpose shall mean a specific place or location where a business activity or an event is being carried out and for which insurance is being sought.
29. **“Weather Index”** shall mean the mathematical construct on the basis of which Policy is issued. Weather Index would be constructed with any one or a combination of the following weather parameters (this will be specified for each individual Policy under section “Coverage Details” in Schedule ):
  - Rainfall (Deficit /Excess/Unseasonal/Dry Spells/Rainy Days/Dry Days)
  - Temperature (High/Low)
  - Relative Humidity
  - Wind speed
  - Solar Radiation
  - A combination of the above
  - Any other weather parameter that are measurable
30. **“Wind”** shall mean Wind Speed

## B. Scope of Cover

The Company hereby agrees, subject to the terms, conditions and exclusions herein contained, or otherwise expressed herein to cover financial loss on account of anticipated crop loss resulting from adverse weather conditions relating to rainfall, temperature, wind, humidity etc. RWBCIS uses weather parameters as “proxy” for crop yields in compensating the cultivators for deemed crop losses. Pay-out structures i.e. Term Sheets are developed to the extent of losses deemed to have been suffered keeping the weather triggers as per requirement of the crop and comparing it with actual weather data for the specific period.

**Covered Weather Perils:**

Following major weather perils, which are deemed to cause “Adverse Weather Incidence”, leading to crop loss, shall be covered under the scheme:

- a) Rainfall – Deficit Rainfall, Excess rainfall, Unseasonal Rainfall, Rainy days, Dry-spell, Dry days
- b) Temperature– High temperature (heat), Low temperature
- c) Relative Humidity
- d) Wind Speed
- e) A combination of the above
- f) Add on Cover: Hailstorm, cloudburst and pre defined high wind speed

**Note:** The perils listed above are only indicative and not exhaustive and any addition / deletion may be considered by the Government Authority in consultation with State Level Technical Committee (SLTC) and Company based on availability of relevant data.

**C. EXCLUSIONS**

- i. The Company shall not be liable to make any payment under this Policy to the Insured in connection with or in respect of any expenses whatsoever incurred by any Insured arising out of deviation in Weather Index resulting from:
  - a. Ionizing radiations or contaminations by radioactivity from any nuclear waste from the combustion of nuclear fuel; or
  - b. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- ii. The Company shall not be liable to make any payment under this Policy in connection with or in respect of any expenses whatsoever incurred by any Insured in connection with or in respect of any event leading to diminished agricultural or non-agricultural output/yield, or increased operational costs, howsoever caused, other than on account of a deviation in weather parameters as stated in the Schedule within a specific geographical location and specified time period.
- iii. Riots, Strike, Malicious Damage, Acts of Terrorism, Loss or damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to such action taken in respect of any act of terrorism shall be excluded, unless it is proved by the Insured to the satisfaction of the Company that such loss or damage, cost or expenses of whatsoever nature is not directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to such action taken in respect of any act of Terrorism.
- iv. War, war-like operations, act of foreign enemy, invasion of Indian territory or any part thereof, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion, military or usurped power, or loot or pillage in connection with the foregoing, seizure, capture, confiscation, arrests, restraints and detainment by order of any governments or any other authority, unless it is proved by the Insured to the satisfaction of the Company that such loss or damage or contingency or cost or expenses of whatsoever nature are not directly or indirectly caused by, resulting from or in connection with any war, war-like operations, act of foreign enemy, invasion of Indian territory or any part thereof, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion, military or usurped power, or loot or pillage in connection with the foregoing, seizure, capture, confiscation, arrests, restraints and detainment by order of any governments or any other authority.
- v. Consequential losses of any kind, by the way of loss of profit, business interruption, market loss or otherwise and/or any other legal liability of any kind.
- vi. The Company shall not be liable to make any payment under this Policy for any loss incurred to:
  - a. Harvested crops and crop in transit
  - b. Any other weather index/parameter other than stated in the schedule or part thereto.

#### **D. CLAIMS ASSESSMENT**

1. The Company shall be responsible for all claims arising out of covered adverse weather perils and shall settle claims strictly as per the Operation Guidelines of the Reconstructed Weather Based Crop Insurance Scheme issued by Department of Agriculture, Cooperation and Farmers Welfare, Ministry of Agriculture & Farmers Welfare, Krishi Bhawan, New Delhi-110001 or any amendments thereof issued by the respective state Government [“notification”]. In case of covered adverse weather perils all the insured cultivators growing the notified crop in a RUA shall be deemed to have suffered the same level of adverse weather condition & same proportion of crop loss and become eligible for the same rate of claims.
2. Claims shall be assessed only on the basis of weather data recorded by the notified RWSs or BWS, as the case may be, and the claims process shall commence once the weather data is received by the company. The weather data providers should ensure that the exposure conditions of AWS, their standardization / calibration, maintenance and weather data transmission meet the guidelines issued by the Government.
3. Claims processing shall be strictly as per the insurance term sheets, payout structure and the Scheme provisions. Claims shall be worked out as per the Insurance Declarations received from the Nodal Branches/ Nodal Banks for each notified area and crop.
4. If observed index value falls below or above, (as the case may be) the notified trigger value, then claims per unit shall be calculated using following formula depending upon index definition:

**Claims per Unit = (Difference between Observed & Notified index values) X Notional Payout**

Claims will be ‘Claims per Unit’ X ‘Number of units’

#### **E. PROCEDURE FOR SETTLEMENT OF CLAIMS TO THE FARMERS**

- 1) Upfront premium subsidy from Government of India and concerned State/UT, should have been received for the season, by the Company to enable them to settle the claim.
- 2) The loss reports and Actual weather data shall be approved/reverted (in case of any discrepancy/concern on the authenticity/correctness of report/data) by the Company based on which the eligible claims shall be calculated and accordingly the payment of claims shall be initiated by the Company and remitted directly into beneficiary account as per pre-defined timelines.
- 3) Once the weather data is received/finalized from Government Authority as per the cut-off-dates decided, claims will be worked out on the National Crop Insurance Portal as per declarations/ approved proposals & covered farmer’s data received from banks / channel partners / insurance intermediaries for each notified RAU and crops and accordingly the claims will be approved by the Company.

#### **F. IMPORTANT CONDITIONS /CLAUSES APPLICABLE FOR COVERAGE OF RISKS**

- 1) The Company should have received the premium for coverage either from Bank, channel partner, insurance intermediary or directly. Any loss in transit due to negligence by these agencies or non-remittance of premium by these agencies, the concerned Bank/ intermediaries shall be liable for payment of claims.
- 2) In case of any substantial misreporting by nodal Bank /branch in case of compulsory farmers coverage, the concerned Bank only shall be liable for such mis-reporting.
- 3) Mere sanctioning/ disbursement of Crop loans and submission of proposals/ declarations and remittance of premium by farmer/ Bank, without explicit intent to raise the Crop, does not constitute acceptance of risk by the Company.
- 4) Acreage discrepancy
  - a. Wherever the ‘acreage discrepancy’ is likely, the acreage insured at IU level shall be compared with average planted acreage of past three years, and the difference is treated as ‘excess’ insurance coverage after taking into account sown area data of the Revenue authority.
  - b. Sum insured is scaled down in the proportionate ratio the average of three years’ actual planted acreage bears to the insured acreage for the given Crop.
  - c. Claims shall be calculated on the scaled down sum insured

- d. Premium (farmer share and Central and State Government Subsidy) shall be refunded back to Government of India for the portion of sum insured scaled down

## **G. STANDARD TERMS AND CONDITIONS:**

- 1) **Incontestability and Duty of Disclosure:** The Policy shall be null and void and no benefit shall be payable in the event of untrue or incorrect statements, misrepresentation, mis-description or on non-disclosure in any material particular in the proposal form, personal statement, declaration and connected documents, or any material information having been withheld, or a claim being fraudulent or any fraudulent means or devices being used by the Insured or any one acting on his behalf to obtain any benefit under this Policy.
- 2) **Limitation Period**  
In no case whatsoever shall the Company be liable for any loss or damage after the expiration of 12 months from the date on which the claim under this Policy is made if the Insured fails to produce or deliver such documents or details as may be required by the Company in connection with the claim, unless the claim is the subject of pending action or arbitration as mentioned in "**Arbitration and Legal Action:**" clause mentioned in the document.
- 3) **Legal Ownership**  
During the Period of Insurance, the Insured shall possess all legal ownership rights with regard to the Property and / or Crop Cultivated. The Insured shall provide to the Company such title deeds and other documents as may be required by the Company for verification of his/her legal ownership rights over the Property and / or Crop Cultivated.
- 4) **Reasonable Care:** The Insured shall take all reasonable steps to safeguard the interests of the Insured against loss or damage that may give rise to a claim.
- 5) **Observance of terms and conditions:** The due observance and fulfillment of the terms, conditions and endorsement of this Policy in so far as they relate to anything to be done or complied with by the Insured shall be a condition precedent to any liability of the Company to make any payment under this Policy.
- 6) **Material change:** The Insured shall immediately notify the Company by 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 to ensure safe operation of the Insured items or trade or business practices thereby containing the circumstances that may give rise to the claim, and the Company may adjust the scope of cover and/or premium if necessary, accordingly.
- 7) **Records to be maintained:** 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 the Insurance Policy furnish such information as the Company may require.
- 8) **No constructive Notice:** Any knowledge or information of any circumstances or condition in connection with the Insured in possession of any official of the Company shall not be the notice to or be held to bind or prejudicially affect the Company notwithstanding subsequent acceptance of any premium.
- 9) **Notice of charge etc:** The Company shall not be bound to take notice or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this Policy, but the payment by the Company to the Insured or his legal representative of any compensation or benefit under the Policy shall in all cases be an effectual discharge to the Company.
- 10) **Special Provisions:** Any special provisions subject to which this Policy has been entered into and endorsed in the Policy or in any separate instrument shall be deemed to be part of this Policy and shall have effect accordingly.
- 11) **Overriding effect:**  
The terms and conditions contained herein of the Schedule shall be deemed to form part of the Policy and shall be read as if they are specifically incorporated herein; however in case of any inconsistency of any of these term and condition with the scope of cover contained in Part II of the Schedule, then the term(s) and condition(s) contained herein shall be read in consonance with the scope of cover/terms and conditions contained in the Schedule and these terms and conditions shall be deemed to be modified accordingly or superseded by the Schedule, in case of inconsistency being irreconcilable.
- 12) **Duties of the Insured on occurrence of loss:** On the occurrence of any loss, within the scope of cover under the Policy the Insured shall:

- a. In case of localized risk, the insured farmer would give intimation to the company within 48 hours of the event through the concerned financial institution/Bank/authorized agent or directly.
- b. Allow the Surveyor or any agent of the Company to inspect the lost/damaged properties/Insured Crop premises /goods or any other material items, as per 'the Right to Inspect' Clause as provided in the policy.
- c. Assist and not hinder or prevent the Company or any of its agents in pursuance of their duties under 'Rights of the Company on Happening of Loss or Damage' Clause as provided in the policy.
- d. Not abandon the insured Property/item/premises/Insured Crop, nor take any steps to rectify/remedy the damage before the same has been approved by the Company or any of its agents or the Surveyor.

If the Insured does not comply with the provisions of this Clause or other obligations cast upon the Insured under this Policy, in terms of the other clauses referred to herein or in terms of the other clauses in any of the Policy documents, all benefits under the Policy shall be forfeited, at the option of the Company.

- 13) **Rights of the Company on happening of loss or damage:** On the happening of loss or damage, or circumstances that have given rise to a claim under this Policy, the Company may:
- a. Enter and/or take possession of the Property and/or Crop Cultivated, where the loss or damage has happened
  - b. Take possession of or require to be delivered to it any property and/or Crop Cultivated of the Insured in the building or on the premises at the time of the loss or damage
  - c. Keep possession of any such property and/or Crop Cultivated and examine, sort, arrange, remove or otherwise deal with the same; and,
  - d. Sell any such property and/or Crop Cultivated or dispose of the same for account of whom it may concern. The powers conferred by this condition shall be exercisable by the Company at any time until notice in writing is given by the Insured that he makes no claim under the Policy, or if any claim is made, until such claim is finally determined or withdrawn. The Company shall not by any act done in the exercise or purported exercise of its powers hereunder incur any liability to the Insured or diminish its rights to rely upon any of the conditions of this Policy in answer to any claim.

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

- 14) **Right to inspect:** If required by the Company, an agent/representative of the Company including a loss assessor or a Surveyor appointed in that behalf shall in case of any loss or any circumstances that have given rise to the claim to the Insured be permitted at all reasonable times to examine into the circumstances of such loss. The Insured shall on being required so to do by the Company produce all books of accounts, receipts, documents relating to or containing entries relating to the loss or such circumstance 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 or will in any way assist the Company to ascertain in the correctness thereof or the liability of the Company under the Policy.
- 15) **Position after a claim:** The Insured shall not be entitled to abandon any Insured item/property and/or Crop Cultivated whether the Company has taken possession of the same or not. As from the day of receipt of the claim amount by the Insured as determined by the Company to be fit and proper, the Sum Insured for the remainder of the Period of Insurance shall stand reduced by the amount of the compensation.
- 16) **Contribution:** If at the time of the happening of any loss or damage covered by this Policy, there shall be existing any other insurance of any nature whatsoever covering the same subject matter of this insurance, whether effected by the Insured or not, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage.
- 17) **Fraudulent claims:** If any claim is in any respect fraudulent, or if any false statement, or declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured or anyone acting on his/her behalf to obtain any benefit under this Policy, all benefits under this Policy shall be forfeited
- 18) **Cancellation/termination: Cancellation/termination:**  
The Company may at any time, cancel this Policy, by giving 15 days notice in writing by Registered post to the Insured at his last known address. In such an event, the company shall refund to the insured full premium in respect of those sections of this policy for which the risks are yet to commence. For the avoidance of doubt, no cancellation will be allowed for those sections of risks which have already expired and/or are already in force as on date of

request for cancellation and the company shall remain liable to make benefit payments, if applicable, to the insured in respect of such sections. Under normal circumstances, the Company will not cancel the policy except for reasons of mis-representation, fraud, non-disclosure of material facts, non-cooperation of the Insured or if any false statement, or declaration is made or used.

The Insured may also give 15 days notice in writing, to the company, for the cancellation of this policy. In such case, the insured shall be entitled to a refund of seventy five percent (75%) premium in respect of those sections of the policy for which the risk are yet to commence. For the avoidance of doubt, no cancellation will be allowed for those sections which have already expired and/or are already in force as on date of request for cancellation and the company shall remain liable to make benefit payments, if applicable, to the insured in respect of such sections.

- 19) **Policy Disputes:** Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed to by both the Insured and the Company to be subject to Indian Law.
- 20) **Arbitration and legal action:** If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted by the Company) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to the dispute/difference, or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

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

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator/arbitrators of the amount of the loss or damage shall be first obtained. Subject to above arbitration provisions, if no court action or suit is commenced within twelve (12) calendar months after the Arbitrator or Arbitrators have made their award, all benefits under this Policy shall be forfeited and the rights of insured shall stand extinguished and the liability of the company shall also stand discharged.

- 21) **Renewal notice:** The Company shall not be bound to accept any renewal premium nor give notice that such is due.
- 22) **Endorsement Applicable To The Policy: AGREED BANK CLAUSE**

It is hereby declared and agreed:- That upon any monies becoming payable under this Policy the same shall be paid by the Company to the Bank and such part of any monies so paid as may relate to the interests of other parties insured hereunder shall be received by the Bank as agents for such other parties. That the receipts of the Bank shall be complete discharge of the Company thereof and shall be binding on all the parties insured hereunder.

N.B: The Bank shall mean the first named Financial Institution/ Bank named in the Policy. That if and whenever any notice shall be required to be given or other communication shall be required to be made by the Company to the Insured or any of them in any manner arising under or in connection with this Policy such notice or other communication shall be deemed to have been sufficiently given or made if given or made to the Bank.

### **CUSTOMER GRIEVANCE REDRESSAL POLICY**

The Company is committed to extend the best possible services to its customers. However, if you are not satisfied with our services and wish to lodge a complaint, please feel free to call our 24X7 Toll free number 1800-258-5956 or you may email to the customer service desk at [hello@godigit.com](mailto:hello@godigit.com). After investigating the matter internally and subsequent closure, we will send our response.

Office Location	Contact Details	Jurisdiction of Office (Union Territory, District)
AHMEDABAD	Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06, Email: bimalokpal.ahmedabad@ecoi.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
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: bimalokpal.bengaluru@ecoi.co.in	Karnataka.



BHOPAL	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202, Fax: 0755 - 2769203, Email: bimalokpal.bhopal@ecoi.co.in	Madhya Pradesh, Chhattisgarh.
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 / 2596455, Fax: 0674 - 2596429, Email: bimalokpal.bhubaneswar@ecoi.co.in	Orissa.
CHANDIGARH	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468, Fax: 0172 - 2708274, Email: bimalokpal.chandigarh@ecoi.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh.
CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284, Fax: 044 - 24333664, Email: bimalokpal.chennai@ecoi.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).
DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504, Fax: 011 - 23230858 Email: bimalokpal.delhi@ecoi.co.in	Delhi.
GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2132204 / 2132205, Fax: 0361 - 2732937, Email: bimalokpal.guwahati@ecoi.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
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 - 65504123 / 23312122, Fax: 040 - 23376599, Email: bimalokpal.hyderabad@ecoi.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.
JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363, Email: Bimalokpal.jaipur@ecoi.co.in	Rajasthan.
ERNAKULAM	Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg, Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338, Fax: 0484 - 2359336, Email: bimalokpal.ernakulam@ecoi.co.in	Kerala, Lakshadweep, Mahe-a part of Pondicherry.
KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340, Fax: 033 - 22124341, Email: bimalokpal.kolkata@ecoi.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331, Fax: 0522 - 2231310, Email: bimalokpal.lucknow@ecoi.co.in	Districts of Uttar Pradesh: Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, 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.
MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960, Fax: 022 - 26106052, Email: bimalokpal.mumbai@ecoi.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253, Email: bimalokpal.noida@ecoi.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshihar, 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.
PATNA	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952, Email: bimalokpal.patna@ecoi.co.in	Bihar, Jharkhand.
PUNE	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555, Email: bimalokpal.pune@ecoi.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

If you do not get a satisfactory response from us and you wish to pursue other avenues for redressal of grievances, you may approach Insurance Ombudsman appointed by IRDAI under the Insurance Ombudsman Scheme.

Note: GOVERNING BODY OF INSURANCE COUNCIL, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106889/671/980, Fax: 022 - 26106949, Email: inscoun@ecoi.co.in

**Digit Erection All Risks Insurance (Commercial)**  
**Add-On Covers/Clauses/Warranties**

Subject otherwise to the terms, conditions, exclusions, provisions, excess and deductible contained in the Policy, below Add-On Cover/Clauses/Endorsements are attached to and forming part of the Policy, wherever opted:

Sr.No	Name	UIN
1.	Air Freight	IRDAN158CP0087V01201920/A0021V01202021
2.	Additional Custom Duty	IRDAN158CP0087V01201920/A0022V01202021
3.	Loss due to Breakage of Glass	IRDAN158CP0087V01201920/A0023V01202021
4.	Limited Maintenance Visits Cover	IRDAN158CP0087V01201920/A0024V01202021
5.	Extended Maintenance Cover	IRDAN158CP0087V01201920/A0025V01202021
6.	Cover of Extra Charges for Overtime, Night Work, and Work on Public Holidays, Express Freight Including Air Freight	IRDAN158CP0087V01201920/A0026V01202021
7.	Cover of Extra Charges for Overtime, Night Work, and Work on Public Holidays, Express Freight Excluding Air Freight	IRDAN158CP0087V01201920/A0027V01202021
8.	Professional Fees Clause	IRDAN158CP0087V01201920/A0028V01202021
9.	Clearance and Removal of Debris (Including Foreign Debris)	IRDAN158CP0087V01201920/A0029V01202021
10.	Cover for Increased Customs Duty	IRDAN158CP0087V01201920/A0030V01202021
11.	Loss Minimization Expenses	IRDAN158CP0087V01201920/A0031V01202021
12.	Owners Surrounding Property	IRDAN158CP0087V01201920/A0032V01202021
13.	Automatic Reinstatement	IRDAN158CP0087V01201920/A0033V01202021
14.	Cover for Cross Liability	IRDAN158CP0087V01201920/A0034V01202021
15.	Cover of Manufacturers' Risk	IRDAN158CP0087V01201920/A0035V01202021
16.	Cover for Valuable Documents	IRDAN158CP0087V01201920/A0036V01202021
17.	Limited Defective Condition Exclusion DE-3	IRDAN158CP0087V01201920/A0037V01202021
18.	Defective Part Exclusion DE-4	IRDAN158CP0087V01201920/A0038V01202021
19.	Design Improvement Exclusion DE-5	IRDAN158CP0087V01201920/A0039V01202021
20.	Properties Under Consignment, Care, Custody And Control	IRDAN158CP0087V01201920/A0040V01202021
21.	Errors and Omissions Clause	IRDAN158CP0087V01201920/A0041V01202021
22.	Civil Authority Clause	IRDAN158CP0087V01201920/A0042V01202021
23.	Off Site Storage Premises Cover	IRDAN158CP0087V01201920/A0043V01202021
24.	Contractual Liability Cover	IRDAN158CP0087V01201920/A0044V01202021
25.	Cover For Insured Contract Works Taken Over Or Put Into Service	IRDAN158CP0087V01201920/A0045V01202021
26.	Vibration, Removal Or Weakening Of Support Cover	IRDAN158CP0087V01201920/A0046V01202021
27.	Cover of Contractor' Construction/Erection Machinery	IRDAN158CP0087V01201920/A0047V01202021
28.	Earthquake Extension Clause	IRDAN158CP0087V01201920/A0048V01202021
29.	Cessation of Work	IRDAN158CP0087V01201920/A0049V01202021
30.	Temporary Repairs	IRDAN158CP0087V01201920/A0050V01202021
31.	Continuity Of Cover	IRDAN158CP0087V01201920/A0051V01202021

32.	Incompatibility Of Undamaged Machinery	IRDAN158CP0087V01201920/A0052V01202021
33.	Leased Equipment Rental Costs	IRDAN158CP0087V01201920/A0053V01202021
34.	Pair And Set Clause	IRDAN158CP0087V01201920/A0054V01202021
35.	Involuntary Betterment	IRDAN158CP0087V01201920/A0055V01202021
36.	Inland Transit	IRDAN158CP0087V01201920/A0056V01202021
37.	Employees' Personal Effects And Tools	IRDAN158CP0087V01201920/A0057V01202021
38.	Sound/Undamaged Property Destruction	IRDAN158CP0087V01201920/A0058V01202021
39.	Special Conditions Concerning Fire Fighting Facilities	IRDAN158CP0087V01201920/A0059V01202021
40.	72 Hours Clause	IRDAN158CP0087V01201920/A0060V01202021
41.	50: 50 Clause	IRDAN158CP0087V01201920/A0061V01202021
42.	Waiver of Subrogation	IRDAN158CP0087V01201920/A0062V01202021
43.	Primary & Non-Contributory Clause	IRDAN158CP0087V01201920/A0063V01202021
44.	Non-Vitiation	IRDAN158CP0087V01201920/A0064V01202021
45.	Special Conditions concerning Removal of Debris from Landslides	IRDAN158CP0087V01201920/A0065V01202021
46.	Loss Payee Clause	IRDAN158CP0087V01201920/A0066V01202021
47.	Event Clause	IRDAN158CP0087V01201920/A0067V01202021
48.	Highest Single Deductible	IRDAN158CP0087V01201920/A0068V01202021
49.	Designation of Property Clause	IRDAN158CP0087V01201920/A0069V01202021
50.	Warranty Concerning Structures In Earthquake Zones	IRDAN158CP0087V01201920/A0070V01202021
51.	Exclusion of Loss, Damage or Liability Due to Flood and Inundation	IRDAN158CP0087V01201920/A0071V01202021
52.	Exclusion of Loss, Damage or Liability due to Windstorm or Wind- Related Water Damage	IRDAN158CP0087V01201920/A0072V01202021
53.	Special Conditions Concerning Underground Cables, Pipes And Other Facilities	IRDAN158CP0087V01201920/A0073V01202021
54.	Warranty Concerning Camps And Stores	IRDAN158CP0087V01201920/A0074V01202021
55.	Warranty Concerning Construction Material	IRDAN158CP0087V01201920/A0075V01202021
56.	Serial Losses	IRDAN158CP0087V01201920/A0076V01202021
57.	Wet Works	IRDAN158CP0087V01201920/A0077V01202021
58.	Multiple Insured Clause	IRDAN158CP0087V01201920/A0078V01202021
59.	Agreed Bank Clause	IRDAN158CP0087V01201920/A0079V01202021
60.	Claim Preparation Costs	IRDAN158CP0087V01201920/A0080V01202021
61.	Temporary Structures And Plant & Equipment	IRDAN158CP0087V01201920/A0081V01202021
62.	Waiver Of Contribution	IRDAN158CP0087V01201920/A0082V01202021
63.	Non-Invalidation Clause	IRDAN158CP0087V01201920/A0083V01202021
64.	No Control Clause	IRDAN158CP0087V01201920/A0084V01202021
65.	Co-insurance Clause	IRDAN158CP0087V01201920/A0085V01202021
66.	Nominated Loss Adjuster's Clause	IRDAN158CP0087V01201920/A0086V01202021

1. Air Freight

It is hereby declared and agreed that the policy shall also indemnify towards Air freight incurred by the Insured in connection with the indemnifiable loss under the policy.

In consideration thereof an agreed additional premium is charged hereby. Limit of indemnity, during the policy period, shall be as mentioned in the Policy Schedule against this Add-On Cover.

Each and every claim payable under this Add-On Cover shall be subject to a minimum Excess as mentioned in the Policy Schedule, of the Air freight incurred over and above the excess as applicable under the policy.

The Indemnity for such Air Freight will stand reduced after occurrence of the claim unless reinstated by the payment of an additional premium prescribed by the company.

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

2. Additional Custom Duty

In consideration of the insured having paid an agreed additional premium, It is hereby declared and agreed that the insured shall also be indemnified during the policy period, towards the additional Custom Duty amount mentioned in the Policy schedule against this Add-On Cover, which may be incurred by the insured over and above the custom Duty amount taken into account in arriving at the Sum Insured of the affected item.

Each and every claim payable under this Add-On Cover shall be subject to an Excess as mentioned in the Policy Schedule, of the admissible Additional Custom duty incurred and will be in addition to the excess amount applicable for the affected item under the policy.

The Indemnity for such Additional Custom Duty will stand reduced after occurrence of the claim unless reinstated by the payment of an additional premium prescribed by the company.

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

3. Loss due to Breakage of Glass

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the policy or endorsed thereon, and Insured having paid the agreed extra premium, this Policy extends to cover loss due to breakage of glass and exclusion c of Section I - Material Damage Section stands altered to

"Normal wear and tear, gradual deterioration due to atmospheric conditions or otherwise, rust, scratching of painted or polished surfaces."

4. Limited Maintenance Visits Cover

In consideration of the payment of additional premium by the insured (which is included in the total premium set forth in the schedule) it is hereby declared and agreed that the indemnity provided by this policy is extended to include Maintenance Cover for the period of months mentioned in policy schedule to be reckoned from the date of completion or handing over provided the policy period has been extended till completion or handing over. However, during Maintenance Period this Insurance shall cover solely loss of or damage to the contract works caused by the insured contractor(s) in the

course of the operations carried out for the purpose of complying with the obligations under the maintenance provisions of the contract.

#### 5. Extended Maintenance Cover

In consideration of the payment of an additional premium by the insured (which is included in the Total Premium set forth in the Schedule), it is hereby declared and agreed that the indemnity provided by the policy is extended to include Maintenance Cover for the period mentioned in Schedule to be reckoned from the date of completion or handing over, provided the policy period has been extended till completion or handing over. However, during the Maintenance Period this insurance shall cover loss or damage to the contract works - a) caused by the Insured contractor(s) in the course of the operations carried out for the purpose of complying with the obligations under the maintenance provisions of the contract. b) occurring during the maintenance period provided such loss or damage was caused on the site during the erection period.

#### 6. Cover of Extra Charges for Overtime, Night Work, and Work on Public Holidays, Express Freight including Air Freight

In consideration of the payment of additional premium by the insured, It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon the Insurer shall indemnify the insured, extra charges for Overtime, Night Work, and Work on Public Holidays and Express freight (including Air Freight) up to the limit as specified in the schedule.

Provided always that such extra charges are incurred in connection with any loss of or damage to the insured items recoverable under the Policy.

If the sum(s) insured of the damaged item(s) is/are less than the amount(s) required to be insured, the amount payable under this Endorsement for such extra charges shall be reduced in the same proportion.

Provided always that the amount payable shall not exceed the % of loss amount or limit selected as mentioned in the Policy Schedule whichever is lower and as the case may be, per any one occurrence and that the indemnity in respect of Air Freight shall be subject to an additional excess of % of the Air Freight incurred per claim as mentioned in the Policy Schedule.

#### 7. Cover of Extra Charges for Overtime, Night Work, and Work on Public Holidays, Express Freight Excluding Air Freight

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and the Insured having paid the agreed premium the Insurer shall indemnify the insured, extra charges for Overtime, Night Work, and Work on Public Holidays and Express freight (Excluding Air Freight).

Provided always that such extra charges are incurred in connection with any loss of or damage to the insured items recoverable under the Policy. If the sum(s) insured of the damaged item(s) is/are less than the amount(s) required to be insured, the amount payable under this Endorsement for such extra charges shall be reduced in the same proportion.

Provided always that the amount payable shall not exceed the % of loss amount or limit selected as mentioned in the Policy Schedule whichever is lower and as the case may be, per any one occurrence.



#### 8. Professional Fees Clause

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and the Insured having paid the agreed premium, this Policy is extended to include Architects, Surveyors and Consulting Engineers or other Professional Fees necessarily and reasonably incurred in the reinstatement of the Insured Property consequent upon any event giving rise to an admissible claim under Section I of this Policy, but it is understood that this does not include any cost in connection with the preparation of the Insured's claim or estimate of loss in the event of damage by insured perils.

The liability of the insurers under this Add-On Cover shall in no case exceed % of the Claim amount per any one occurrence and specified amount in the aggregate, as mentioned in the Policy Schedule.

#### 9. Clearance and Removal of Debris (Including Foreign Debris)

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and the Insured having paid the agreed premium, this policy is extended to cover costs and expenses necessarily incurred by the Insured, with the consent of the Insurers in demolishing or removing debris of portions of the property insured by Section I, following upon any event giving rise to an admissible claim under Section I of this Policy, up to an amount not exceeding % of the claim amount OR amount in any one occurrence and amount in the aggregate as opted by the Insured and mentioned in the Policy Schedule.

#### 10. Cover for Increased Customs Duty

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, this insurance shall be extended to cover at the Insured exchange rate increased Customs Duty percentage payable on the replacement supplies over and above the Custom Duty taken into account while arriving at the sum insured of the affected item.

Provided always that such additional duty is incurred in connection with any loss or damage to the insured items recoverable under the policy and provided further that the amount payable hereunder shall not exceed specified amount as in schedule in the aggregate.

Each and every claim payable under this extension shall be subject to an excess as mentioned in the Policy Schedule, of the Additional Customs Duty incurred over and above the excess normally applicable.

#### 11. Loss Minimization Expenses

If upon the happening of any peril hereby insured resulting in actual damage to the Insured Property, the Insured shall take all steps to minimize further loss or damage arising from the occurrence or accident, expenses necessarily and reasonably incurred by or on behalf of the Insured in an attempt to prevent or minimize such further loss or damage will be Indemnified upto a limit in the aggregate, as mentioned in the Policy Schedule.

#### 12. Owners Surrounding Property

It is hereby declared and agreed that the insured having paid the extra premium the policy extends to cover loss of or damage to property located on or adjacent to the Project Site and Belonging to or held in care, custody or control of the Principal(s) or the Contractor(s) shall only be covered if occurring directly due to the erection, construction or testing of the items insured under Section I and happening

during the period of cover. This cover does not apply to Construction/ Erection Machinery, Plant and Equipment, Temporary Buildings and Temporary site installations.

Limit of indemnity shall be % of the policy Sum Insured as mentioned in the Policy Schedule.

The policy does not cover loss due to Fire, Lightning, Explosion and Aircraft damage, unless specifically agreed and mentioned in the Policy Schedule.

### 13. Automatic Reinstatement

Notwithstanding anything contained herein to the contrary it is hereby agreed and understood that the amounts insured are always to remain at risk and shall not be reduced following loss or damage insured hereunder so long as the aggregate of the sums paid and/or payable does not exceed % as specified in the Policy Schedule, of the completely erected value- if restricted.

It is hereby, declared and agreed that the insured having paid the extra premium that amount insured are always to remain at risk and shall not be reduced, so long as the aggregate of the sum paid and/or payable does not exceed the agreed % of sum insured as specified in the Policy Schedule.

### 14. Cover for Cross Liability

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed premium, the Third Party Liability cover of the Policy shall apply to the insured parties named in the Schedule as if a separate policy had been issued to each party, provided that the Insurers shall not indemnify the Insured under this Endorsement in respect of liability for

- Loss of or damage to items insured or insurable under Section I of the Policy, even if not recoverable due to excess or any limit.
- Fatal or non-fatal injury or illness of employees or workmen who are or could have been insured under Workmen's Compensation and/or Employer's Liability Insurance

The Insurer's total liability in respect of the insured parties shall not however exceed in the aggregate for any one accident or series of accident arising out of one event the limit of indemnity stated in the schedule.

### 15. Cover of Manufacturers' Risk

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and Insured having paid the premium, Item "d" under "Special Exclusion to Section I" shall be replaced by the following wording:

'This policy excludes the costs necessary to replace, repair or rectify any component part or individual item of the Property Insured which is defective in design, plan, specification, materials, or workmanship, but this exclusion shall not apply to other parts or items of the Property Insured unintentionally damaged as a consequence of such defect.'

This endorsement does, however, not apply to parts and items of civil engineering sections.

### 16. Cover for Valuable Documents

Subject otherwise to the terms, exclusion, provisions and conditions contained in the policy, the Indemnity granted by Section 1 of this policy shall, in addition extend to indemnify the insured in

respect of costs necessarily and reasonably incurred in rewriting or redrawing plans or specifications of the contract works insured hereunder, when such plans or specifications are lost or damaged by any cause not excluded by this section and the Insured needs to have them redrawn or rewritten in order to complete the project or to enable payment to be made for works already carried out.

The liability of the Insurers shall not exceed in the aggregate during the Policy Period the Sum Insured specified in the Policy Schedule

#### 17. Limited Defective Condition Exclusion DE-3

In consideration of the payment of an additional premium by the insured, notwithstanding anything contained herein to the contrary, it is herein agreed that the Exclusion I. d under Section I is replaced with exclusion(s) below:

This policy excludes loss of or damage to and the cost necessary to replace repair or rectify.

- a. Property Insured which is in a defective condition due to a defect in design, plan, specification materials or workmanship of such Property Insured or any part thereof.
- b. Property Insured lost or damaged to enable the replacement repair or rectification of Property Insured excluded by (a) above.

Exclusion (a) above shall not apply to other Property Insured which is free of the defective condition but is damaged in consequence thereof.

For the purpose of the Policy and not merely this Exclusion the Property Insured shall not be regarded as lost or damaged solely by virtue of the existence of any defect in design plan specification materials or workmanship in the Property Insured or any part thereof.

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

#### 18. Defective Part Exclusion DE-4

In consideration of the payment of an additional premium by the insured, notwithstanding anything contained herein to the contrary, it is herein agreed that the Exclusion I. d under Section I is replaced with exclusion(s) below:

This Policy excludes loss of or damage to and the cost necessary to replace, repair or rectify.

- a. Any component part or individual item of the Property Insured which is defective in design, plan, specification, materials or workmanship
- b. Property Insured lost or damaged to enable the replacement repair or rectification of Property Insured excluded by (a) above.

Exclusion (a) above shall not apply to other parts or items of Property Insured which are free from defect but are damaged in consequence thereof.

For the purpose of the Policy and not merely this exclusion the Property Insured shall not be regarded as lost or damaged solely by virtue of the existence of any defect in design plan specification materials or workmanship in the Property Insured or any part thereof.

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

#### 19. Design Improvement Exclusion DE-5

In consideration of the payment of an additional premium by the insured, notwithstanding anything contained herein to the contrary, it is herein agreed that the Exclusion I. d under Section I is replaced with exclusion(s) below:

This policy excludes

- a. The cost necessary to replace, repair or rectify any Property Insured which is defective in design, plan, specification materials or workmanship.
- b. Loss or damage to the Property Insured caused to enable replacement, repair or rectification of such defective property.

But should damage to the Property Insured (other than damage as defined in (b) above) result from such a defect this exclusion shall be limited to the costs of additional work resulting from improvement to the original design plan specification materials or workmanship.

For the purpose of the policy and not merely this Exclusion the Property Insured shall not be regarded as lost or damaged solely by virtue of the existence of any defect in design plan specification materials or workmanship in the Property Insured or any part thereof.

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

#### 20. Properties Under Consignment, Care, Custody And Control

Notwithstanding anything to the contrary, it is hereby agreed and declared that, on payment of an additional premium, certain items of the property may be subject to hire purchase, lease or other agreements and the interest of the other parties to these agreements is noted in this insurance, the nature and extent of such interest including other insurance to be disclosed in the event of loss destruction or damage.

These may also include all real and personal property of every kind and description belonging to the insured or to the others (including but not limited to goods under consignment, held in trust or on lease or paid for awaiting delivery) for which the insured may be held liable for loss or damage in their care, custody or control

The liability of the Insurers shall not exceed the Sum Insured as specified in the Policy Schedule.

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

#### 21. Errors and Omissions Clause

It is hereby understood and agreed, subject otherwise to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, that the Insured shall not be prejudiced in any manner by any unintentional and/or inadvertent:

- Delay and/or omission and/or failure to advise inclusion of assets or details which but for such delay or omission or failure would have been covered by this policy; and/or
- Inaccuracy and/or error in description; and /or
- Failure to notify material changes as required; and/or
- error in the name or title of the Insured.

It is hereby understood and agreed that the Insured shall take all reasonable steps to rectify such omission or failure or inaccuracy or error as the case may be, on becoming aware thereof.

Limit for this Cover is as mentioned in the Policy Schedule.

**22. Civil Authority Clause**

This Policy covers any loss, damage, expense or liability arising as a result of any act or order of any governmental body or agency; and or any increase caused by any act or order of any governmental body or agency in any loss, damage, expense or liability caused by any event hereby insured against.

The liability of the Insurers shall not exceed % of the Contract Value, as specified in the Policy Schedule.

**23. Off Site Storage Premises Cover**

In consideration of payment of an additional premium, it is agreed and understood that otherwise subject to the terms, exclusion, provisions and conditions contained in the policy or endorsed thereon, Subject to Limit as specified in the Policy Schedule per location, this insurance shall be extended to cover loss of or damage to the property Insured whilst in storage anywhere in India.

**24. Contractual Liability Cover**

In consideration of payment of an additional premium , it is agreed and understood that otherwise subject to the terms, exclusion, provisions and conditions contained in the policy or endorsed thereon, Subject to Limit as specified in the Policy Schedule, this policy covers legal liability for injury to persons and loss of or damage to property imposed under any contract or agreement necessarily and reasonably entered into, provided that such liability would have been implied by law.

**25. Cover For Insured Contract Works Taken Over Or Put Into Service**

In consideration to payment of an additional premium, it is agreed and understood that otherwise subject to the terms, exclusion, provisions and conditions contained in the policy or endorsed thereon, subject to Limit and Deductible as specified in Policy Schedule, the insurance shall be extended to cover loss of or damage to parts of the insured contract works taken over or put into service if such loss or damage emanates from the construction/Erection of the items insured under Section 1 and happens during the period of cover.

**26. Vibration, Removal Or Weakening Of Support Cover**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, Section 2 of this insurance shall be extended to cover liability consequent upon loss or damage caused by vibration or by the removal or weakening of support.

Provided always that

- the Insurers indemnify the Insured in respect of liability for loss or damage to any property or land or building only if such loss or damage results in the total or partial collapse,
- the Insurers indemnify the Insured in respect of liability for loss or damage to any property or land or building only if prior to the commencement of construction its condition is sound and the necessary loss prevention measures have been taken,
- if required, the Insured, before commencement of construction and at his own expense, prepares a report on the condition of any endangered property or land or building.

The Insurers shall not indemnify the Insured in respect of liability for

- loss or damage which is foreseeable having regard to the nature of the construction work or the manner of its execution,
- superficial damage which neither impairs the stability of the property, land or buildings nor endangers their users,

- the costs of loss prevention or minimization measures which become necessary during the period of insurance.

Deductible, Limit of indemnity any one occurrence and in aggregate are as specified in Policy Schedule.

### 27. Cover of Contractor' Construction/Erection Machinery

In consideration of the payment of an additional premium by the insured, It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the cover under Section I of the Policy shall be extended up to the limit specified in the Policy Schedule to include loss of or damage to the construction/erection machinery mentioned in the attached list of machines, excluding however

- loss or damage due to electrical or mechanical breakdown, failure, breakage or derangement, freezing of coolant or other fluid, defective lubrication or lack of oil or coolant, but if as a consequence of such breakdown or derangement an accident occurs causing external damage, such consequential damage shall be indemnifiable,
- loss of or damage to vehicles licensed for general road use or waterborne vessels or aircraft unless these vehicles are exclusively used on construction site.
- loss of or damage to replaceable parts and attachments such as bits, drills, knives or other cutting edges, saw blades, dies, moulds, patterns, pulverizing and crushing surfaces, screens and sieves, ropes, belts, chains, elevator and conveyor bands, batteries, tyres, connecting wires and cables, flexible pipes, joining and packing material regularly replaced.
- loss or damage whilst in transit from one location to another location.
- loss or damage due to total or partial immersion in tidal waters.
- loss or damage as a direct consequence of the continual influence of operation (e.g. wear and tear, corrosion, rust, deterioration due to lack of use and normal atmospheric conditions).
- loss or damage occurring whilst any insured item is undergoing a test of any kind or is being used in any manner or for any purpose other than for which it was designed.
- loss or damage due to any faults or defects existing at the time of commencement of this policy within the knowledge of insured or his representatives whether such faults or defects were known to the company or not.
- loss or damage directly or indirectly caused by, or arising out of, or aggravated by willful act or willful negligence of the insured or his representatives
- loss or damage for which supplier or manufacturer is responsible either by law or under contract.
- loss or damage due to explosion of any boiler or pressure vessel subject to internal steam or fluid pressure or of any internal combustion engine
- loss or damage discovered only at the time of taking an inventory or routine servicing.

The sums insured on construction/erection machines shall be their replacement values, which shall mean the cost of replacement of each insured item by a new item of the same kind and the same capacity.

Deductible applicable to this Add-On Cover is as specified in the Policy Schedule.

### 28. Earthquake Extension Clause

In consideration of the payment of an additional premium by the insured, It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, it is hereby Agreed and declared that this insurance is included to cover loss or



damage to any property insured by this policy occasioned by Earthquake Fire and/ or shock including tsunami.

Applicable Excess: As applicable to Act of God Perils.

### 29. Cessation of Work

It is hereby understood and agreed that otherwise subject to terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, and subject to the Insured having paid the additional premium, exclusion (d) under General Exclusions to the Policy shall be replaced by the following wordings:

“d) any partial or total cessation of work exceeding number of days/Months, as mentioned in the Policy Schedule, of which the Company has not been notified”

The indemnity provided herein shall be subject to the limit of liability and deductible as specified in the Schedule. In the event of partial or total cessation of work, the Insured shall use his diligence and do all things reasonably practicable to protect the insured property

### 30. Temporary Repairs

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, the insurance shall be extended to cover:

- 1) the cost actually incurred by the Insured following Damage, in making temporary repairs to any of the property and erecting temporary buildings in place of any of the said property.
- 2) the cost of installation, testing, supervision freight and all other additional costs reasonably incurred by the Insured following Damage to property with the consent of the Insurer to expedite repairs, or to prevent or reduce further loss insofar as such costs are not more specifically insured.

The liability of the Insurers shall not exceed in the aggregate during the Policy Period the Sum Insured specified in the Policy Schedule

### 31. Continuity Of Cover

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, the insurance shall be extended to cover

- Continuity of coverage as per policy coverage for portion of project / contract package that are complete before the Commercial Operation Date and are either handed over to principals and/or Contractors but not tested integrally and / or put to commercial operation and / or await testing with the other packages till the Commercial Operation Date of the project and thus the coverage shall continue for entire project components / packages till Commercial Operation Date of the project
- Coverage shall continue for entire project components / packages till Commercial Operation Date of the project

### 32. Incompatibility Of Undamaged Machinery

It is hereby understood and agreed that subject otherwise to the terms, exclusions, provisions and conditions contained herein the Policy or endorsed thereon and subject to the Insured having paid the additional premium the Insurance under Section I is extended to cover the cost of

1. modification of an equipment already erected and/or to be erected under project as per insured contract(s) provisions or
2. the replacement restoration or recompilation of an equipment already erected and/or to be erected under project as per insured contract(s) provisions whichever is the lesser cost to achieve compatibility in the event that the indemnifiable loss of or damage to any equipment under Section I has resulted in undamaged equipment being unavoidably incompatible with replacement equipment.

Provided that the liability of the Company shall not exceed the Limit of Liability under Section I stated in the Schedule for each individual item replaced restored recompiled or modified or limit of indemnity whichever is less.

### 33. Leased Equipment Rental Costs

Subject otherwise to the terms, exclusions, provisions and conditions contained in the Policy and in consideration of the payment of additional premium, it is hereby declared and agreed the Insurer shall cover the Insured for their necessary continuing rental charges on leased equipment damaged by an Insured event. Company will pay the actual rental charges which are the responsibility of the Insured as stipulated in the rental contract or lease agreement.

The cover provided by this endorsement shall not exceed the sub limit stated in the Policy Schedule.

Coverage under this extension will start on the date of loss and will end on the date the Property is actually repaired, rebuilt or replaced with due diligence

### 34. Pair And Set Clause

Subject otherwise to the terms, exclusions, provisions and conditions contained in the Policy and in consideration of the payment of additional premium, it is hereby declared and agreed that In the event of Damage by an insured peril against any article or articles of Property Insured which are a part of a pair or set, the amount of Damage to such article or articles shall be, at the Insured's option:

- I. the reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of said article or articles, but in no event shall such loss or damage be construed to mean total loss of the pair or set; or
- II. the full value of the pair or set provided that the Insured surrenders the remaining articles of the pair or set to the Company.

The cover provided by this endorsement shall not exceed the Sub Limit stated in the Policy Schedule for this item.

### 35. Involuntary Betterment

Subject otherwise to the terms, exclusions, provisions and conditions contained in the Policy and in consideration of the payment of additional premium, it is hereby declared and agreed that in the event of replacement property of like kind and quality is not obtainable, new property which is as similar as possible to the damaged property and which is capable of performing the same function, shall be deemed to be new property of like kind and quality and in no event shall this be considered as a betterment to the Insured.

The Insurer will pay the cost of purchasing and installing technologically current equipment which is necessitated by incompatibility between new equipment installed to replace equipment suffering Damage and undamaged existing equipment at the same or an interdependent location.

Provided that

- I. the Insurer shall be liable only for the amount sufficient to enable the Insured to resume operations in substantially the same manner as before the damage
- II. the Insurer shall be liable for only the difference between the highest sales value of the undamaged existing equipment at the same or interdependent location and the installed cost of the technologically current equipment.

### 36. Inland Transit

This Section will indemnify the Insured, up to the Sum Insured specified in the Policy Schedule, in respect of insured Loss, while Insured Property is being transported on any vehicle (including loading and unloading) to the Project Site or to temporary offsite facilities, provided that:

- (a) said Insured Property is owned, or is in the custody, care or control of the Insured; and
- (b) the transits insurance hereunder shall only indemnify the Insured to the extent that the Loss is not recoverable under any other insurance; and
- (c) such transits take place within the Territorial Limits specified in the Policy Schedule.

Such cover does not apply during marine or air transit but shall include transits by roll-on roll-off ferry when a bill of lading is not issued. Limit of liability and deductible as specified in the Policy Schedule.

### 37. Employees' Personal Effects And Tools

Subject otherwise to the terms, exclusions, provisions and conditions contained in the Policy and in consideration of the payment of additional premium, the Policy is extended to include loss or damage to personal effects and tools of the employees, project manager engaged in this contract

The liability of the Company shall not exceed the limit of indemnity as mentioned below (after application of the amount specified in deductible below in respect of any one employee)

Company shall not be liable for: -

- I. the deductible/ franchise as mentioned in Policy Schedule of all costs and each event
- II. loss or damage which occurs other than at the site of the project or working area or in transit thereto or therefrom.
- III. loss of or damage to motor vehicles, precious metals, precious stones or articles made there from or money

### 38. Sound/Undamaged Property Destruction

It is hereby understood and agreed that subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the additional premium, in the event of total or partial damage or destruction to the property insured hereunder the destruction of undamaged property forming part of the contract works necessary for the replacement and reinstatement of the damaged property is covered so long as there is no change to original design. The cover provided by this endorsement shall not exceed the limit and deductible stated in the Policy Schedule.

### 39. Special Conditions Concerning Fire Fighting Facilities

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall indemnify the Insured for loss or damage resulting directly or indirectly from fire and/or explosion only if the following requirements are fulfilled: -

- a. Adequate fire-fighting equipment and extinguishing agents of sufficient capacity must always be available at the site and ready for immediate use.

- b. Sufficient number of workmen must be fully trained in the use of such equipment and must be available for immediate intervention at all times.
- c. If storage of material for the construction or erection of the contract works is necessary at site or any other location within India, storage must be subdivided into storage units not exceeding the equivalent value of specified amount per storage unit. Individual storage units must either be at least 10 meters apart or separated by fireproof walls.
- d. All inflammable materials (such as shuttering material not fitted for concreting, litter, etc.) and especially all inflammable liquids and gases must be stored at a sufficiently large distance from the property under construction or erection and any hot work like welding etc.
- e. Provided further that in respect of storages of Indian sourced materials at locations other than the site, the amount payable shall not exceed the specified amount at any one location.
- f. Welding, soldering or the use of an open flame in the vicinity of combustible material is permitted only if at least one workman suitably equipped with extinguishers and well trained in fire-fighting facilities designed for the operation of the plant must be installed and serviceable.

#### 40. 72 Hours Clause

It is agreed that any loss or damage to the Insured Property arising during any one period of seventy-two (72) consecutive hours, caused by storm, tempest, flood or earthquake shall be deemed as a single event and therefore to constitute one occurrence with regard to the Excess(es) provided for herein.

For the purpose of the foregoing the commencement of any such seventy-two (72) hours period shall be decided at the discretion of the Insured, it is being understood and agreed, however, that there shall be no overlapping in any two or more such seventy two (72) hours periods in the event of damage occurring over a more extended period of time.

#### 41. 50: 50 Clause

In respect of the subject matter Insured hereunder consigned from outside India:

- The Insured hereby undertakes to inspect each item of the subject matter Insured upon arrival at the contract site for possible damage sustained during transit.
- In the case of packed items which are to be left in their packaging until a later date the packaging is to be visually inspected for signs of possible damage and where such damage is visible the items are to be unpacked and inspected and any damage discovered reported to the marine insurers.
- Where the packaging of an item shows no visible signs of damage to such item having been sustained during transit any subsequent damage discovered upon unpacking will be dealt with by the Marine Insurers or the EAR/CAR Insurers according to whether it can be clearly established that such damage was caused before or after arrival at the contract site.
- Where it is not possible to clearly establish whether the damage to an item was caused before or after arrival at the contract site it is hereby agreed that the cost of such damage shall be shared equally between the Marine Insurers and the EAR/CAR Insurers
- Provided such a clause is included in the Marine Policy also.

#### 42. Waiver of Subrogation

It is hereby agreed and understood that otherwise subject to the terms exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall waive all their rights of subrogation or action which they may have or acquire against the assured and any person, firm or corporation having an association or affiliation at the time of loss with the assured through ownership or management subject to having been insured under this Policy.

#### 43. Primary & Non-Contributory Clause

It is expressly agreed that this policy provides primary insurance cover and shall not be contributory to any other policy that may exist whether the other policy also covers the interest of the insured or not.

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

#### 44. Non-Vitiation

Notwithstanding anything to the contrary contained in this Policy, as the various parties comprising the insured operate as separate and distinct entities the rights of each of the parties in all respect shall (notwithstanding anything contained or implied herein to the contrary) be treated as though each of the parties had separate policies for their respective rights and interests and the rights and indemnities of any of the parties who are not guilty of any fraud, mis-representation, non-disclosure or breach of condition or warranty shall not be prejudiced or affected by any fraud, mis-representation, non-disclosure or breach of condition or warranty by any of the other parties comprising the Insured.

Nothing contained in this endorsement shall be deemed to increase the Sum(s) Insured or limit of indemnity stated in the Policy Schedule.

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

#### 45. Special Conditions concerning Removal of Debris from Landslides

It is agreed and understood that otherwise subject to the terms, exclusion, provisions and conditions contained in the policy or endorsed thereon, the insurer shall not indemnify the insured in respect of:

- Expenses incurred for the removal of debris from the landslide in excess of the costs of excavating the original materials from the area affected by such landslides.
- Expenses incurred for the repair of eroded slopes or other graded areas if the Insured has failed to take the measures required or to take them in time to time.

#### 46. Loss Payee Clause

In the event of claims being made under the policy, a form of discharge signed by an authorised representative of Insured shall be accepted as a valid discharge on behalf of all other parties interested in the insurance by the policy. An amount agreed in settlement of such claims shall be payable solely in favor of or to the order of Insured who agree to hold the insurer harmless in respect of such payment.

#### 47. Event Clause

In the event of a claim under this policy, all occurrences related to the same cause shall be treated as one and the same event.

The time of any event shall be the time at which such event commenced. Where the event comprises more than one occurrence, the time of the event shall be taken as the time of commencement of the first of such occurrences.

All events, whose time is prior to the expiry falls after the expiry or cancellation or termination of this policy shall be covered under this Add-On Cover

#### 48. Highest Single Deductible

No claim or series of claims under this policy arising out of the same event shall be subject to more than one deductible or time excess, as the case may be. In the event of any claim or series of claims falling under more than sections of this policy, only the highest of deductibles or time excess applicable shall apply to the exclusion of all others.

**49. Designation of Property Clause**

For the purpose of determining, where necessary, the designation of any property Insured, the Insurer shall accept the designation under which such property has been entered in the Insured's book.

**50. Warranty Concerning Structures In Earthquake Zones**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall only indemnify the Insured for loss, damage or liability arising out of earthquake if the Insured proves that the earthquake risk was taken into account in design according to the official building codes valid for the site and that the qualities of material and workmanship and the dimensions on which the calculations were based were adhered to.

**51. Exclusion of Loss, Damage or Liability Due to Flood and Inundation**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall not indemnify the Insured for loss, damage or liability directly or indirectly caused by or resulting from flood and inundation.

**52. Exclusion of Loss, Damage or Liability due to Windstorm or Wind- Related Water Damage**

It is agreed and understood that, notwithstanding the terms, exclusions, provisions and conditions of the Policy or any Endorsements agreed upon, the Insurers shall not indemnify the Insured for loss or damage or liability directly or indirectly caused by or resulting from windstorm equal to or exceeding grade 8 on the Beaufort Scale (mean windspeed exceeding 62 km/h) or any water damage occurring in connection with or as a consequence of such windstorm.

**53. Special Conditions Concerning Underground Cables, Pipes And Other Facilities**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall only indemnify the Insured in respect of loss of or damage to existing underground cables and/or pipes or other underground facilities if, prior to the commencement of works, the Insured has inquired with the relevant authorities about the exact position of such cables, pipes or other underground facilities and takes all necessary steps to avoid damage to same.

Claims in respect of loss of or damage to such underground facilities which are in the same position as shown on the underground maps (drawings indicating the position of the underground facilities) shall be payable after applying a deductible as stated under the heading 'a' in the Policy Schedule against this add-on cover.

Claims in respect of loss of or damage to underground facilities incorrectly shown on the underground map shall be payable after applying the deductible stated under the heading 'b' in the Policy Schedule against this add-on cover. The indemnity shall in any case be restricted to the repair costs of such cables, pipes or other underground facilities, any consequential damage and penalties being excluded from the cover.

**54. Warranty Concerning Camps And Stores**



It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall only indemnify the Insured for loss, damage or liability directly or indirectly caused to camps and stores by fire, flood or inundation if these camps and stores are located above the highest water level recorded anywhere on the site during the last 20 years and the individual storage units are either at least 50 m apart or separated by fire walls.

It is also agreed that the Insurers shall indemnify the Insured for any one occurrence only up to a limit of indemnity of for camps, for each individual storage unit.

#### 55. Warranty Concerning Construction Material

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall only indemnify the Insured for loss, damage or liability directly or indirectly caused to construction material by flood or inundation if such construction material does not exceed three days' demand and the exceeding quantities are kept in areas not endangered by 20-year floods.

#### 56. Serial Losses

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the following clause shall apply to this insurance: Loss or damage due to faulty design (if covered by endorsement), defective material and/or workmanship arising out of the same cause to structures, parts of structures, machines or equipment of the same type shall be indemnified according to the following scale after applying the policy deductible for each loss:

100% of the first 2 losses

80% of the 3rd loss

60% of the 4th loss

50% of the 5th loss

Further losses shall not be indemnified.

Unless specifically agreed otherwise and mentioned in the Policy Schedule.

#### 57. Wet Works

Notwithstanding anything contained herein to the contrary, it is hereby agreed that the following Exclusion is added to Exclusions applicable to Section 1 of the Policy.

Insurers will not indemnify the Insured in respect of any Loss to Insured Property arising directly or indirectly from:

a) dredging and re-dredging;

b) loss of fill.

#### 58. Multiple Insured Clause

It is expressly agreed that if in any section the insured comprises more than one party each operating as a separate and distinct entity, this policy of insurance shall, unless otherwise provided for in this policy of insurance, apply as if a separate policy had been issued to each of these parties provided always that the insurer's overall liability towards the parties that constitute the insured in any section shall not exceed the sum insured and any limits of indemnity specified in the schedule to that section.

Any payment made by the insurer to any insured party as a result of an occurrence of loss or damage shall reduce, by the amount of that payment, the insurer's liability towards all the insured parties that constitute the insured arising from that occurrence under this policy of insurance.

#### 59. Agreed Bank Clause

It is hereby declared and agreed: -

- i. That upon any monies becoming payable under this policy the same shall be paid by the Company to the Bank and such part of any monies so paid as may relate to the interests of other parties insured hereunder shall be received by the Bank as Agents for such other parties.
- ii. That the receipts of the Bank shall be complete discharge of the Company therefore and shall be binding on all the parties insured hereunder.  
N.B.: The Bank shall mean the first named financial institution/Bank named in the policy.
- iii. That if and whenever any notice shall be required to be given or other communication shall be required to be made by the Company to the insured or any of them in any manner arising under or in connection with this policy such notice or other communication shall be deemed to have been sufficiently given or made if given or made to the Bank.
- iv. That any adjustment, settlement, compromise or reference to arbitration in connection with any dispute between the Company and the insured or any of them arising under or in connection with this policy if made by the Bank shall be valid and binding on all parties insured hereunder but not so as to impair rights of the Bank to recover the full amount of any claim it may have on other parties insured hereunder.
- v. That this insurance so far only as it relates to the interest of the Bank therein shall not cease to attach to any of the insured property by reason of operation of condition 4 of the Policy except where a breach of the condition has been committed by the Bank or its duly authorised agents or servants and any other party insured hereunder whereby the risk is increased or by anything being done to upon or any building hereby insured or any building in which the goods insured under the policy are stored without the knowledge of the Bank provided always that the Bank shall notify the Company of any change of ownership or alterations or increase of hazard not permitted by this insurance as soon as the same shall come to its knowledge and shall on demand pay to the Company necessary additional premium from the time when such increase of risks first took place and
- vi. It is further agreed that whenever the Company shall pay the Bank any sum in respect of loss or damage under this policy and shall claim that as to the Mortgagor or owner no liability therefore existed, the Company shall become legally subrogated to all the rights of the Bank to the extent of such payments but not so as to impair the right of the Bank to recover the full amount of any claim it may have on such Mortgagor or Owner or any other party or parties insured hereunder or from any securities or funds available.

#### 60. Claim Preparation Costs

The insurance by this Policy extends to include costs reasonably incurred by the Insured in producing and certifying any particulars or details in support of any claim as may be required by the Insurer in terms of the conditions of the Policy.

Limit for this Cover is as mentioned in the Policy Schedule.

**61. Temporary Structures And Plant & Equipment - Temporary works including roads, camps for workers, material storage place, Buildings / sheds / site offices / support structures, portacabins**

The insurance by this Policy extends to include loss as insured resulting from interruption of or interference with the business in consequence of damage as insurable by an Erection All Risks Policy (should such have been effected) insuring Temporary Structures, /works such as roads, camps for workers, material storage place, Buildings / sheds / site offices / support structures, portacabins, Plant and Equipment including electrical cables and pipes being the property of the Insured or being utilised for the continued operation of the business by or on behalf of the Insured provided that damage takes place to such property whilst contained on or in the immediate proximity to the property or premises of the Insured.

**62. Waiver Of Contribution**

It is hereby agreed and understood that otherwise subject to the terms exclusions, provisions and conditions contained in the Policy or endorsed thereon, this policy will be primary without the right of contribution to any other insurance carried by or on behalf of the named Insureds with respect to their respective interests in the insured property.

**63. Non-Invalidation Clause**

This insurance shall not be invalidated by any act or omission mis-description of occupancy or by any alteration where the risk of destruction or damage is increased unknown to or beyond the control of the Insured, provided that Insured shall give notice to Insurers as soon as they become aware of the situation

**64. No Control Clause**

This Policy shall not be affected by failure of the Insured to comply with any provisions of this Policy (including the warranties or Conditions endorsed hereon) in any portion of the premises over which the Insured has no control.

**65. Co-insurance Clause**

1. It is hereby declared and agreed that insurers named hereunder severally agree and accept the following for the proportion set against its name:

- 1.1. In event of any claim being admissible by the insurer towards the liability, to pay or make good to the insured the value of the property at the time of the happening of its loss or destruction or the amount of such damage thereto as provided for under the policy and/or
- 1.2. To indemnify the insured against liability at law or damage to any property or injuries to persons as provided for under the policy
2. Coinsurance Schedule: As specified in the schedule
3. Conditions forming part of this clause

It is hereby agreed and understood that:

- 3.1. The Insured in exercise of his option has after having understood the implications, selected the above-named lead Insurer and the named Co-insurers
- 3.2. The duties of insured would devolve upon the authorized intermediary licensed by IRDA (referred to as authorised representative here after) where the insured appoints such authorized intermediary to transact on his behalf with the insurer/s.

- 3.3. It shall be the responsibility of the insured or his authorised representative licensed by IRDA to decide on the panel of co-insurers and their respective shares of the risk herein as set out in coinsurance share under paragraph 2 above and communicate the same to all such participating co-insurers, prior to assumption of risk.
- 3.4. The lead Insurer shall finalise the terms and conditions applicable to the risk in the form of an underwriting slip with a unique code to be handed over to the Insured/Authorised intermediary.
- 3.5. It shall be the responsibility of the insured or his authorized representative to ensure that all insurers listed in the coinsurance schedule under paragraph 2 above, are fully aware of the terms and conditions of this policy and shall secure their unqualified acceptance of such terms and conditions prior to issuance of cover and inclusion of names of insurers in this coinsurance arrangement.
- 3.6. During the currency of the policy, if there are any material changes in risk or as changes in original terms and conditions such as variation in Sum Insured, changes in premium charged, extension of policy period, etc., the same shall be communicated by the insured or his authorised representative giving sufficient advance notice of 7 days to the leader as well as all other participating co-insurers listed in the coinsurance schedule under paragraph 2 above and procure confirmation thereon. The endorsement to this effect shall be executed by the lead insurer under advice to all other participating co-insurers.
- 3.7. The liability of the insurers shall in no case exceed in respect of each item of the sum expressed in the set schedule to be insured thereon or in the all, the total sum insured hereby or sums as may be substituted thereof by endorsement.
- 3.8. In the event of any of the insurers, chosen by the Insured as per paragraph above and listed in the coinsurance schedule, withdrawing from participation in this Policy at any time during its currency after giving due notice of 14 days, the insured shall arrange for an alternative insurer to take up the full share of risk vacated by the existing insurer. In the event of insured failing to do so, the insured shall be considered as his own insurer for such share of risk or part there of which is not taken up by such alternative co-insurer.
- 3.9. In the event of a claim under this policy, the insured shall give notice of its occurrence to the Lead Insurer with a copy to all the insurers as listed in clause 2 above.
- 3.10. Upon receipt of such notification of claim, all claim related activities including appointment of surveyors, etc shall be done by the lead insurer who shall decide the admissibility as well as quantum of the claim and the co-insurers shall abide by the same.
- 3.11. In the event of claim being value of more than 5 crores the lead insurer can immediately demand, and the following co-insurer shall pay the cash call of their proportionate share of loss.
- 3.12. In all other cases, where the Lead Insurer pays 100% of the assessed loss, the following co-insurer/s shall remit their share of the loss to the Lead Insurers within a maximum period of 21 days from the date on which the Lead Insurer makes the demand. Lead Insurer's declaration that the Claim and the amount there of was in accordance with terms and conditions of the Policy issued shall be considered sufficient by the co-insurers for the purpose of remitting their share of the loss to the Lead Insurer.
- 3.13. The co-insurers forming part of this agreement shall be entitled to demand and obtain from the Lead insurer/Intermediaries copies of all policies, endorsements or other claim related documents relevant to this coinsurance clause.

In witness, whereof, this policy has been signed by Go Digit General Insurance Limited (Lead Insurer) for itself and as authorized agents for other participating insurers named herein

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

66. Nominated Loss Adjuster's Clause

Insurer agrees that, in the event of an occurrence that is likely to give rise to a claim under this Policy, the Insured can appoint one of the following firms of Adjusters/Surveyors to act on behalf of Insurers to conduct all loss or damage surveys or adjustments

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**Go Digit General Insurance Ltd**  
**Digit Consequential Loss (Fire) Insurance**  
**UIN: IRDAN158RP0064V01202021**

**1. OPERATIVE CLAUSE**

In consideration of the Insured named in the Schedule hereto having paid to Go Digit General Insurance Limited (hereinafter called the Company), the premium mentioned in the Schedule, the Company agrees (subject to Special Conditions and Exclusions contained herein or endorsed or otherwise expressed hereon and also to the Conditions and Exclusions contained in the Fire Policy covering the interest of the Insured in the property at the premises) that if any building or other property or any part thereof used by the Insured at the premises for the purpose of the Business, be destroyed or damaged by the perils covered under the FIRE POLICY, (Destruction or damage so caused being hereafter termed Damage), and the Business carried on by the Insured at the Premises be in consequence thereof interrupted or interfered with, then the company will pay to the insured in respect of each item in the Schedule hereto the amount of loss resulting from such interruption or interference in accordance with the Provisions contained therein:

PROVIDED THAT:

- a. Such Damage is caused at any time after payment of the premium during the period of Insurance named in the Schedule or 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.
- b. At the time of the happening of the Damage there shall be in force a FIRE POLICY 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 there under. However, the Proviso shall not apply where payments is not made under FIRE POLICY, solely due to operation of a proviso in FIRE POLICY excluding liability for losses below a specified amount.
- c. The liability of the Company shall in no case exceed in respect of each item the sum expressed in the said Schedule to be insured thereon or in the whole the total sum insured hereby or such other sum or sums as may hereafter be substituted there for by memorandum duly signed by or on behalf of the Company.

**2. GENERAL CONDITIONS**

1. The insurance by this Policy shall cease if:
  - a) The business be wound up or 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 Policy Period 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 a 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. In no case whatsoever shall the Company be liable in respect of any claim under this Policy after the expiration of:
- a) One year from the end of the period of indemnity or if later,
  - b) Three months from the date on which payment shall have been made or liability admitted by the Insurers covering the Damage giving rise to the said claim, unless the claim is the subject of pending action or Arbitration.
5. The Policy and the Schedule annexed (which forms an integral part of this Policy) shall be read together as one contract, and words and expressions to which specific meanings have been attached in any part of this Policy or of the Schedule shall bear such specific meanings wherever they may appear.
6. This insurance does not cover any loss resulting from damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely:-
- a) War, Invasion, act of foreign enemy, hostilities or Warlike Operations (whether war be declared or not), Civil War.
  - b) Mutiny, Civil Commotion assuming the proportion of or amounting to a popular-rising, military rising, insurrection, rebellion, revolution, military or usurped power.

In any action suit or other proceeding where the Company alleges that by reason of the provision of this condition any loss or damage is not covered by this Insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.

7. 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.

#### **Terrorism Damage Exclusion Warranty**

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

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

similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

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

#### **Policy Cancellation:**

**Cancellation by Insured:** This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the premium at customary short period rate mentioned in the table below for the time the policy has been in force.

<b>Policy In Force</b>	<b>Premium Retention</b>
For a period not exceeding 15 days	10% of the Annual Rate
For a period not exceeding 1 month	15% of the Annual Rate
For a period not exceeding 2 months	30% of the Annual Rate
For a period not exceeding 3 months	40% of the Annual Rate
For a period not exceeding 4 months	50% of the Annual Rate
For a period not exceeding 5 months	60% of the Annual Rate
For a period not exceeding 6 months	70% of the Annual Rate
For a period not exceeding 7 months	75% of the Annual Rate
For a period not exceeding 8 months	80% of the Annual Rate
For a period not exceeding 9 months	85% of the Annual Rate
For a period exceeding 9 months	Full Annual Rate

**Cancellation by Insurer:** This insurance may also at any time be terminated at the option of the Company, on 15 days' notice to that effect being given to the Insured on ground of mis-representation, fraud, non-disclosure of material facts and non-co-operation by the insured and there would be no refund of premium.

#### **Arbitration**

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

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

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

### **CONSEQUENTIAL LOSS INSURANCE SPECIFICATIONS**

#### **Specification A – Insurance on Gross Profit on Turnover Basis**

<b>Item No.</b>	<b>Item</b>	<b>Sum Insured</b>
1.	Gross Profit	Rs.
2.		Rs.
3.		
4.	Total Sum Insured	Rs.

The insurance under Item No. 1 is limited to loss of Gross Profit due to (a) Reduction in Turnover and (b) Increase in Cost of Working and the amount payable as indemnity thereunder shall be: -

- a) **IN RESPECT OF REDUCTION IN TURNOVER:** the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall, in consequence of the Damage, fall short of the Standard Turnover.
- b) **IN RESPECT OF INCREASE IN COST OF WORKING:** the addition expenditure (subject to the provisions of Memo 2) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of the Damage but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided,

Less any sum saved during the Indemnity Period in respect of such of the Insured Standing Charges as may cease or be reduced in consequence of the Damage,

Provided that if the Sum Insured by this Item be less than the sum produced by applying the Rate of Gross Profit to (where the Indemnity Period exceeds 12 months insert 'times' as may be appropriate e.g. for 18 months insert one and a half times) the Annual Turnover, the amount payable shall be proportionately reduced.

**Departmental Clause:**

"If the Business be conducted in departments, the independent trading results of which are ascertainable, the provision of Clause (a) and (b) of Item 1 shall apply separately to each department affected by the Damage except 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 for each department of the Business (whether affected by the Damage or not), to the relative Annual Turnover thereof, the amount payable shall be proportionately reduced."

**Definitions**

1. **GROSS PROFIT** – The sum produced by adding to the Net Profit the amount of the Insured Standing charges, or if there be no Net Profit the amount of the Insured Standing Charges less such a proportion of any net trading loss as the amount of the Insured Standing Charges bears to all the Standing Charges of the Business.
2. **NET PROFIT** – The net trading profit (exclusive of all capital receipts and accretions and all outlay properly chargeable to capital) resulting from the Business of the Insured at the premises after due provision has been made for all Standing and other charges including depreciation, but before the deduction of any taxation chargeable on profits.
3. **INSURED STANDING CHARGES** – (Appropriate list to be inserted)
4. **TURNOVER** – The money paid or payable to the Insured for goods sold and delivered and for services rendered in course of the Business at the premises.
5. **INDEMNITY PERIOD** – the period beginning with the occurrence of the Damage and ending not later than \_\_\_\_ months thereafter during which the results of the Business shall be affected in consequence of the Damage.

<b>RATE OF GROSS PROFIT</b> – the Rate of Gross Profit earned on the Turnover during the financial year immediately before the date of the damage.	To which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or special circumstances affecting the business either before or after the Damage or which would have affected the Business had the Damage not occurred so that the figures thus adjusted shall
<b>ANNUAL TURNOVER</b> – the Turnover during the twelve months immediately before the date of the Damage.	

<b>STANDARD TURNOVER</b> – the Turnover during that period in the twelve months immediately before the date of the Damage which corresponds with the Indemnity Period	represent as nearly as may be reasonably practicable the results which, but for the Damage, would have been obtained during the relative period after the Damage.
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**Memo 1:** If during the Indemnity Period goods shall be sold or services shall be rendered elsewhere than at the premises for the benefit of the business either by the Insured or by others on his behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Turnover during the Indemnity Period.

**Memo 2:** If any Standing Charges of the business be not insured by this policy then in computing the amount recoverable hereunder as increase in Cost of Working that proportion only of the additional expenditure shall be brought into account which the sum of the Net Profit and the Insured Standing Charges bears to the sum of the Net Profit and all the Standing Charges.

**Memo 3:** If the Insured declares, at the latest twelve months after the expiry of any Period of Insurance, that the Gross Profit earned (or a proportionately increased multiple thereof where the maximum Indemnity Period exceeds 12 months) during the accounting period of 12 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 50% of the premium paid on such Sum Insured for such period of Insurance shall be made in respect of the difference. Where, however, the declaration is not received by the Company within twelve months after the expiry of the period of insurance, no refund shall be admissible.

If any damage has occurred giving rise to a claim under this policy, such return shall be made in respect only of said difference as is not due to the damage.

### Specification B – Insurance on Gross Profit on Output Basis

Item No.	Item	Sum Insured
1.	On Gross Profit	Rs.

The insurance under Item No.1 is limited to loss of Gross Profit due to (a) Reduction in Output and (b) increase in Cost of Working and the amount payable as indemnity thereunder shall be: -

- a) IN RESPECT OF REDUCTION IN OUTPUT: the sum produced by applying the Rate of Gross Profit to the amount by which the Output during the Indemnity Period shall, in consequence of the Damage, fall short of the Standard Output.
- b) IN RESPECT OF INCREASE IN COST OF WORKING: the additional expenditure (subject to the provisions of Memo 2) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Output which but for that expenditure would have taken place during the Indemnity period in consequence of the Damage but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided.

Less any sum saved during the Indemnity Period in respect of such of the Insured Standing Charges as may cease or be reduced in consequence of the Damage;

Provided that if the Sum Insured by this Item be less than the sum produced by applying the Rate of Gross Profit to \* the Annual Output, the amount payable shall be proportionately reduced.

\* Insert that appropriate multiple if the indemnity period exceeds 12 months.

**Departmental Clause:**

If the business be conducted in departments, the independent trading results of which are ascertainable, the provision of Clauses (a) and (b) of Item 1 shall apply separately to each department affected by the damage except 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 for each department of the business (whether affected by the damage or not) to the relative Annual Output thereof, the amount payable shall be proportionately reduced.

#### Definitions

**GROSS PROFIT** – The sum produced by adding to the Net Profit the amount of the insured Standing Charges, or if there be no Net Profit the amount of the Insured Standing Charges less such a proportion of any net trading loss as the amount of the Insured Standing Charges bears to all the Standing Charges of the business.

**NET PROFIT** – The net trading profit (exclusive of all capital receipt and accretions and all outlay properly chargeable to capital) resulting from the business of the Insured at the premises after due provision has been made for all Standing and other charges including depreciation, but before the deduction of any taxation chargeable on profits.

**INSURED STANDING CHARGES** – (Appropriate list to be inserted).

**OUTPUT** – the quantity of + produced at the premises measured in units of+ +

**INDEMNITY PERIOD** – the period beginning with the occurrence of the damage and ending not later than \_\_\_\_\_ Months thereafter during which the results of the business shall be affected in consequence of the damage.

+ Insert description of commodity produced by the Insured.

++ Insert unit of weight used.

<b>RATE OF GROSS PROFIT</b> – the rate of Gross Profit per unit earned on the output during the financial year immediately before the date of the damage	To which such adjustments shall be made as may be necessary to provide for the trend of the business and for variations in or special circumstances affecting the business either before or after the damage or which would have affected the business had the damage not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which, but for the damage, would have been obtained during the relative period after the damage.
<b>ANNUAL OUTPUT</b> – the output during the twelve months immediately before the date of damage	
<b>STANDARD OUTPUT</b> – the output during that Period in the twelve months immediately before the date of the damage which corresponds with the Indemnity Period	

**Memo 1:** If during the Indemnity Period goods shall produce elsewhere than at the premises for the benefit of the business either by the Insured or by others on the insured's behalf the quantity so produced shall be brought into account in arriving at the Output during the Indemnity Period.

**Memo 2:** If any Standing Charges of the business be not insured by this policy then in computing the amount recoverable hereunder as increase in Cost of Working that proportion only of the additional expenditure shall be brought into account which the sum of the Net Profit and the Insured Standing Charges bears to the sum of the Net Profit and all the Standing Charges.

**Memo 3:** If the Insured declares, at the latest twelve months after the expiry of any Period of Insurance, that the Gross Profit earned (or a proportionately increased multiple thereof where the maximum Indemnity Period exceeds 12 months) during the accounting period of 12 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 50% of the premium paid on

such Sum Insured for such period of Insurance shall be made in respect of the difference. Where, however, the declaration is not received by the Company within twelve months after the expiry of the period of insurance, no refund shall be admissible.

If any damage has occurred giving rise to a claim under this policy, such return shall be made in respect only of said difference as is not due to the damage.

### Specification C - "Difference" Basis

Item No.	Item	Sum Insured
1.	On Gross Profit	Rs.

The insurance under Item No.1 is limited to loss of Gross Profit due to (a) Reduction in Turnover and (b) increase in Cost of Working and the amount payable as indemnity thereunder shall be: -

- a) IN RESPECT OF REDUCTION IN TURNOVER: the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall, in consequence of the Damage, fall short of the Standard Turnover.
- b) IN RESPECT OF INCREASE IN COST OF WORKING: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for that expenditure would have taken place during the Indemnity period in consequence of the Damage but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided.

Less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the business payable out of the Gross Profit as may cease or be reduced in consequence of the Damage;

Provided that if the Sum Insured by this Item be less than the sum produced by applying the Rate of Gross Profit to \* the Annual Turnover, the amount payable shall be proportionately reduced.

\* Insert the appropriate multiple if the Indemnity Period exceeds 12 months.

#### Departmental Clause:

If the business be conducted in departments, the independent trading results of which are ascertainable, the provision of Clauses (a) and (b) of Item 1 shall apply separately to each department affected by the damage except 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 for each department of the business (whether affected by the damage or not) to the relative Annual Turnover thereof, the amount payable shall be proportionately reduced.

#### Definitions

**GROSS PROFIT** – The amount by which

- i. the sum of the Turnover and the amount of the Closing Stock shall exceed.
- ii. The sum of the amount of the Opening Stock and the amount of the Specified Working Expenses

**Note 1-** The amount of the Opening and Closing Stocks shall be arrived at in accordance with Insured's normal accountancy methods, due provisions being made for depreciation.

#### Specified Workings Expenses:-

1. All Purchases (less Discounts Received) ;
2. % Of the Annual Wage Roll (including Holiday and Insurance contributions);
3. Power;
4. Consumable Stores;
5. Carriage;



6. Packing Materials;
7. Bad Debts;
8. Discounts Allowed;
9. Any other expenses to be specified.

**Note 2** – The words and expressions used in this Definition shall have the meaning usually attached to them in the books and accounts of the Insured.

**TURNOVER** – The money paid or payable to the Insured for goods sold and delivered and for services rendered in course of the business at the premises.

**INDEMNITY PERIOD** – The period beginning with the occurrence of the damage and ending not later than \_\_\_\_ months thereafter during which the results of the business shall be affected in consequence of the damage.

RATE OF GROSS PROFIT – The rate of Gross Profit earned on the turnover during the financial year immediately before the date of the damage.	To which such adjustments shall be made as may be necessary to provide for the trend of the business and for variations in or special circumstances affecting the business either before or after the damage or which would have affected the business had the damage not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which, but for the damage, would have been obtained during the relative period after the damage.
ANNUAL TURNOVER – The Turnover during the twelve months immediately before the date of the damage.	
STANDARD TURNOVER – The Turnover during that Period in the twelve months immediately before the date of the damage which corresponds with the Indemnity Period.	

**Memo 1:** If during the Indemnity Period goods shall be sold or services shall be rendered elsewhere than at the premises for the benefit of the business either by the Insured or by others on his behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Turnover during the Indemnity Period.

**Memo 2:** If the Insured declares, at the latest twelve months after the expiry of any Period of Insurance, that the Gross Profit earned (or a proportionately increased multiple thereof where the maximum Indemnity Period exceeds 12 months) during the accounting period of 12 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 50% of the premium paid on such Sum Insured for such period of Insurance shall be made in respect of the difference. Where, however, the declaration is not received by the Company within twelve months after the expiry of the period of insurance, no refund shall be admissible.

If any damage has occurred giving rise to a claim under this policy, such return shall be made in respect only of said difference as is not due to the damage.

### Specification I – Revenue Basis

Specification referred to in Policy No. .... issued by the Go Digit General Insurance Limited in the name of ..... and forming an integral part of that policy.

Item No.	Item	Sum Insured
1.	On Gross Revenue	Rs.



The Insurance under Item 1 is limited to (a) loss of Gross Revenue and (b) Increase in Cost of Working and the amount payable as indemnity thereunder shall be: -

- a) IN RESPECT OF LOSS OF GROSS REVENUE: the amount by which the Gross Revenue earned during the Indemnity Period shall, in consequence of the damage, fall short of the Standard Gross revenue.
- b) IN RESPECT OF INCREASE IN COST OF WORKING: the additional expenditure (subject to the provisions of Memo 2) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of Gross revenue which but for that expenditure would have taken place during the indemnity period in consequence of the damage but not exceeding the amount of the reduction in gross revenue thereby avoided.

Less any sum saved during the Indemnity Period in respect of such of the working expenses and standing charges of the business as may cease or be reduced in consequence of the damages.

Provided that if the Sum Insured by this Item be less than \* the Annual Gross Revenue, the amount payable under this shall be proportionately reduced.

### Definitions

#### GROSS REVENUE:

The money paid or payable to the insured for \*\* in course of the business at the premises.

#### INDEMNITY PERIOD:

The period beginning with the occurrence of the damage and ending not later than \_\_\_\_\_ Months thereafter during which the results of the business shall be affected in consequence of the damage.

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	To which such adjustments shall be made as may be necessary to provide for the trend of the business and for variations in or special circumstances affecting the business either before or after the damage or which would have affected the business had the damage not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which, but for the damage, would have been obtained during the relative period after the damage.
ANNUAL GROSS REVENUE – The Gross Revenue earned during the period in the twelve months immediately before the date of the damage.	

\* Here is inserted the appropriate multiple if the Indemnity period exceeds 12 months

\*\* Here is inserted an agreed description such as “work done and service rendered” or “entertainment provided” and, if necessary, a qualifying exclusion such as “excluding the cost of drink and food supplied.”

**Memo 1:** If during the Indemnity Period work shall be done or services rendered elsewhere than at the premises for the benefit of the business either by the Insured or by others on insured’s behalf the money paid or payable in respect of such work or services shall be brought into account in arriving at the Gross Revenue during the Indemnity Period.

**Memo 2:** In the event of \* the Gross Revenue earned during the accounting period of twelve months most nearly concurrent with any period of Insurance, as certified by the Insured’s Auditors, less than the Sum Insured thereon, a pro-rata return of premium not exceeding 50% of the premium paid on such Sum Insured for such period of Insurance will be made in respect of the difference provided the Insured’s declarations is received within twelve months of the expiry of the policy if any damage shall have occurred, giving rise to A claim under the policy, such return shall be made in respect only of so much of the said difference as is not due to such damage.

Note: The words “Gross Revenue” wherever they occur, may be altered to Revenue, Gross Income, Commission, Gross Fees, Royalties or similar term to suit the nature of the income of an insured’s business.

\* Here is inserted the appropriate multiple if the Indemnity Period exceeds 12 months

### **Specification D – Wages**

#### **i. DUAL BASIS**

The insurance under item ..... Is limited to loss in respect of “Wages” and the amount payable as indemnity thereunder shall be

#### **(a) In Respect of Reduction in Turnover**

- i.) During the portion of the Indemnity Period beginning with the occurrence of the damage and ending not later than ..... Weeks thereafter the sum produced by applying the Rate of Wages to the Shortage in Turnover/Output during the said portion in the Indemnity Period.

less any saving during the said portion of the Indemnity Period through reduction in consequence of the damage in the amount of Wages paid

- ii.) During the remaining portion of the Indemnity Period the sum produced by applying the Rate of Wages to the Shortage in Turnover/Output during the said remaining portion of the Indemnity Period.

less any saving during the said remaining portion of the Indemnity Period through reduction in consequence of the damage in the amount of Wages paid but not exceeding the sum produced by applying ..... percent of the Rate of Wages to the Shortage in Turnover/Output during the said remaining portion of the Indemnity Period, increased by such amount as is deducted for saving under the terms of Clause (i) (OPTION TO CONSOLIDATE – at the option of the insured, the number of weeks referred to in clause (a) (i) above may be increased to .... **X** ..... provided that the amount arrived at under the provisions of clause (a)(ii) shall not exceed such amount as is deducted under clause (a) (i) for saving effected during the said increased number of weeks.

**(X)** here insert the equivalent numbers of weeks ascertained from the conversion Table provided in Section II –Rule 3 (a).

(b) In Respect of Increase in Cost of Working so much of the additional expenditure described in Clause (b) of Item 1 as exceeds the amount payable thereunder but not more than the additional amount which would have been payable in respect of Reduction in Turnover/Output under the Provisions of Clauses (a) (i) and (ii) of this item had such expenditure not been incurred.

Provided that if the Sum Insured by this item be less than the sum produced by applying the Rate of Wages to (insert the appropriate multiple if the Indemnity Period exceeds 12 months. e.g. where the indemnity period is eighteen months insert one and a half times) the Annual Turnover/output, the amount payable under this shall be proportionately reduced.

#### **Definitions**

**WAGES** – Total Wages of all employees other than those whose wages are insured as a standing charge.

**Note:** - The above definition may be altered to suit the requirements of individual clients.

**RATE OF WAGES** – The Rate of Wages to Turnover/Output during the financial year immediately before the date of the damage to which such adjustments shall be made as may be necessary to provide for the trend of the business and for variations in or special circumstances affecting the business either before or after the damage or which would have affected the business had the damage not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the damage would have been obtained during the relative period after the damage.

**SHORTAGE IN TURNOVER/OUTPUT** - The amount by which the Turnover/Output during a period shall in consequence of the damage fall short of the part of the Standard Turnover/Output which relates to that period.

ii. **Pro Rata Basis**

The insurance under Item No..... on ..... weeks Wages on sum insured Rs..... Is limited to the loss incurred by the Insured by the payment of Wages for a period beginning with occurrence of the damage and ending not later than ..... weeks thereafter.

The amount payable as indemnity under this item shall be the actual amount which the Insured shall pay as Wages for such period to employees whose services cannot in consequence of the damage be utilised by the Insured at all and an equitable part + (based upon shortage of production) of the Wages paid for such period to employees whose service cannot in consequence of the damage be utilised by the Insured in full;

Provided that if the sum insured by this item shall be less than the aggregate amount of the Wages that would have been paid during the ..... weeks immediately following the damage, had the damage not occurred, the amount payable shall be proportionately reduced.

For the purpose of this item the term Wages shall mean \* .....+. It is permissible to omit the words in brackets or to substitute for 'production' some other indeed of activity.

\* Here insert a precise definition of the scope to which the insurance of Wages (which may, if desired, expressly include Bonuses, Holiday Pay and the like) is to apply e.g.

the Wages of all Employees the Wages of a specified category or categories of Employees the wages of all Employees who are normally paid on a weekly basis	(Add, if any wages are insured as a standing charge other than whose Wages are insured as a Standing Charge under Item No.....)
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**Specification E – Lay –off and/or retrenchment Compensation with or without Notice Wages Liability**

The insurance under Item No.3 is limited to the amount which the Insured shall become legally liable to pay and shall pay to employees .... \* .... Under the provisions of the Industrial Disputes Act, 1947 and all subsequent amendments thereto.

Provided that the amount payable as indemnity under this item shall not exceed the amount which would otherwise have been payable as Wages to the said employees during the period of indemnity, had no damage occurred.

Provided also that if the sum insured by this policy shall be less than the aggregate amount of ..... \* ..... to the said employees the amount payable shall be proportionately reduced.

“For the purpose of this item “Employee” shall mean “Workman” as defined under the Industrial Disputes Act, 1947 and subsequent amendments thereto but excluding those employees whose remuneration is insured as a standing charge under Item 1 of the Policy.

\* insert here the appropriate cover opted by the insured , viz.

- (i) Lay-off and/or Retrenchment Compensation or
- (ii) Lay-off and/or Retrenchment Compensation with or without Notice Wages Liability or
- (iii) Lay-off Compensation, or
- (iv) Retrenchment Compensation or
- (v) Retrenchment Compensation with or without notice Wages Liability as the case may be.

**Specification F – Additional Cover Clauses  
Auditors’ Clause (Modifying the Company’s liability under condition 3)**

The Insurance under Item No..... is limited to the reasonable charges payable by the Insured to their Auditors for producing and certifying any particulars or details contained in the Insured’s books of account or other business books or documents or such other proofs, information or evidence as may be required by the Company under the terms of Condition 3 of this Policy. Any particulars or details contained in the Insured’s books of account or other business books or documents which may be required by the Company under Condition 3 of this Policy for the purpose of investigating or verifying any claim hereunder may be produced and certified by the Insured’s Auditors, and their certificate shall be prima facie evidence of the particulars and details to which such certificates relate.

**Specification G – New Business Clause**

For the purpose of any claim arising from damage occurring before the completion of the first year’s trading of the business at the premises the terms “Rate of Gross Profit”, “Annual Output/Turnover” and “Standard Output/Turnover” shall bear the following meaning and not as within stated:-

<p><b>RATE OF GROSS PROFIT</b> – The rate of Gross Profit earned on the Output/Turnover during the period between the date of the commencement of the business and the date of the damage.</p>	<p>To which such adjustments shall be made as may be necessary to provide for the trend of the business and for variations in or special circumstances affecting the business either before or after the damage or which would have affected the business had the damage not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable, the results which, but for the damage, would have been obtained during the relative period after the damage.</p>
<p><b>ANNUAL OUTPUT/TURNOVER</b> – The proportional equivalent for a period of twelve months or the Output/Turnover realised during the period between the commencement of the business and the date of the damage.</p>	
<p><b>STANDARD OUTPUT/TURNOVER</b> – The proportional equivalent for a period equal to the Indemnity Period of the Output/Turnover realised during the period between the commencement of the business and the date of the damage.</p>	

**Specification H – Solicitors’ and Professional Mens’ Fees  
Specification for Professional Mens’ Policy**

SPECIFICATION referred to in Policy No. .... issued by the Go Digit General Insurance Limited in the name of ..... and forming an integral part of that policy.

Item No.	Item	Sum Insured

1.	On Gross Profit	Rs.
2.	On Additional Expenditure	Rs.
3.	On Legal, Clerical and other charges	Rs.
Total Sum Insured		Rs.

The insurance under Item No.1 is limited to loss of **Gross Fees** and **Increase in Cost of Working** and the amount payable as indemnity thereunder shall be: -

- a. IN RESPECT OF LOSS OF GROSS FEES: the amount by which Gross Fees earned during the Indemnity Period shall, in consequence of the Damage, fall short of the Standard Gross Fees.
- b. IN RESPECT OF INCREASE IN COST OF WORKING: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Gross Fees which, but for that expenditure, would have taken place during the Indemnity period in consequence of the Damage, but not exceeding the reduction in Gross Fees thereby avoided.

Less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the business as may cease or be reduced in consequence of the damage.

Provided that if the Sum Insured by this Item be less than \* the Gross Fees, the amount payable shall be proportionately reduced.

THE INSURANCE UNDER ITEM 2 is limited to such further additional expenditure beyond that recoverable under Item 1(b) as the Insured shall necessarily and reasonably incur during the Indemnity Period in consequence of the damage in connection with the fitting up of Temporary Offices, increased Rent, Rates, Taxes, Lighting, Heating and Insurance thereof, removal costs and expenses incidental thereto.

THE INSURANCE UNDER ITEM NO 3: is limited to Legal, Clerical and other charges necessarily incurred in the replacement or restoration of deeds and other documents (including stamps thereon) manuscripts, plans, specifications and writings of every description and books (written and printed), books of account, card indexes and other business records, not exceeding in respect of any one document, plan, book or card index set the sum of Rs. ....

#### Definitions

**GROSS FEES** – The money paid or payable to the insured for services rendered in course of the business at the premises.

**INDEMNITY PERIOD** – The period beginning with the occurrence of the damage and ending not later than \_\_\_\_ months thereafter during which the results of the business shall be affected in consequence of the damage.

ANNUAL GROSS FEES –The Gross Fees earned during the twelve months immediately before the date of the damage.	To which such adjustments shall be made as may be necessary to provide for the trend of the business and for variations in or special circumstances affecting the business either before or after the damage or which would have affected the business had the damage not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which, but for the damage, would have been obtained during the relative period after the damage.
STANDARD GROSS FEES –The Gross Fees earned during that Period in the twelve months immediately before the date of the damage which corresponds with the Indemnity Period.	

**Memo 1:** If during the Indemnity Period services shall be rendered elsewhere than at the premises for the benefit of the business either by the Insured or by others on his behalf the money paid or payable

in respect of such services shall be brought into account in arriving at the Gross Fees during the Indemnity Period.

**Memo 2:** The Insurance by item 3 extends to cover property as therein described if and in so far as it is not otherwise insured whilst temporarily removed to any premises not in the insured's occupation and whilst in transit between such places by road, rail or inland waterway, in India to an amount not exceeding 10 percent of the sum insured by the said item.

**Memo 3:** If the Insured declares, at the latest twelve months after the expiry of any Period of Insurance, that the Gross Fees earned (or a proportionately increased multiple thereof where the maximum Indemnity Period exceeds 12 months) during the accounting period of 12 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 50% of the premium paid on such Sum Insured for such period of Insurance shall be made in respect of the difference. If any damage has occurred giving rise to a claim under this policy, such return shall be made in respect only of said difference as is not due to the damage.

**Note:** As regards the rate for covering Professional Mens' Fees, the standard percentage scale of the basis provided in the Consequential Loss (Fire) Tariff would be applicable to such covers.

### Specification J – Alternative Basis Clause

It is agreed and declared that, whenever found necessary, the term "Output" may be substituted for the term "Turnover" and for the purpose of this policy "Output" shall mean the sale value of goods manufactured by the "Insured" in the course of the business at the premises,

Provided that:

- a. Only one such meaning shall be operative in connection with any one occurrence involving damage (as within defined)
- b. If the meaning set out above be used, memo no. 1 shall be altered to read as follows:

**Memo 1:** If during the INDEMNITY PERIOD goods shall be manufactured other than at the premises for the benefit of the business either by the Insured or by others on the Insured's behalf, the sale value of the goods so manufactured shall be brought into account in arriving at the OUTPUT during the INDEMNITY PERIOD.

### CUSTOMER GRIEVANCE REDRESSAL POLICY:

The Company is committed to extend the best possible services to its customers. However, if you are not satisfied with our services and wish to lodge a complaint, please feel free to call our 24X7 Toll free number 1800-258-5956 or you may email to the customer service desk at [hello@godigit.com](mailto:hello@godigit.com). After investigating the matter internally and subsequent closure, we will send our response.

Senior Citizens can now contact us on 1800-258-5956 or write to us at [seniors@godigit.com](mailto:seniors@godigit.com).

If you do not get a satisfactory response from us and you wish to pursue other avenues for redressal of grievances, you may approach Insurance Ombudsman appointed by IRDAI under the Insurance Ombudsman Scheme.

Office Location	Contact Details	Jurisdiction of Office (Union Territory, District)
AHMEDABAD	Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06, Email: bimalokpal.ahmedabad@ecoi.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.



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: bimalokpal.bengaluru@ecoi.co.in	Karnataka.
BHOPAL	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202, Fax: 0755 - 2769203, Email: bimalokpal.bhopal@ecoi.co.in	Madhya Pradesh, Chhattisgarh.
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 / 2596455, Fax: 0674 - 2596429, Email: bimalokpal.bhubaneswar@ecoi.co.in	Orissa.
CHANDIGARH	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468, Fax: 0172 - 2708274, Email: bimalokpal.chandigarh@ecoi.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh.
CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284, Fax: 044 - 24333664, Email: bimalokpal.chennai@ecoi.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).
DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504, Fax: 011 - 23230858 Email: bimalokpal.delhi@ecoi.co.in	Delhi.
GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2132204 / 2132205, Fax: 0361 - 2732937, Email: bimalokpal.guwahati@ecoi.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
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 - 65504123 / 23312122, Fax: 040 - 23376599, Email: bimalokpal.hyderabad@ecoi.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.
JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363, Email: Bimalokpal.jaipur@ecoi.co.in	Rajasthan.
ERNAKULAM	Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg, Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338, Fax: 0484 - 2359336, Email: bimalokpal.ernakulam@ecoi.co.in	Kerala, Lakshadweep, Mahe-a part of Pondicherry.
KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340, Fax: 033 - 22124341, Email: bimalokpal.kolkata@ecoi.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331, Fax: 0522 - 2231310, Email: bimalokpal.lucknow@ecoi.co.in	Districts of Uttar Pradesh: Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, 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.
MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054.	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.



	Tel.: 022 - 26106552 / 26106960, Fax: 022 - 26106052, Email: bimalokpal.mumbai@ecoi.co.in	
NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253, Email: bimalokpal.noida@ecoi.co.in	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.
PATNA	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952, Email: bimalokpal.patna@ecoi.co.in	Bihar, Jharkhand.
PUNE	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555, Email: bimalokpal.pune@ecoi.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

Note: GOVERNING BODY OF INSURANCE COUNCIL, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106889/671/980, Fax: 022 - 26106949, Email: inscoun@ecoi.co.in

**Digit Consequential Loss (Fire) Insurance**  
**Tariff Endorsement and Clauses**

**Endorsement for extension in respect of add-on covers**

**A. Extension to cover Consequential Loss due to other Add-On Covers:**

Add-On Covers such as Earthquake may be included in the Policy by use of an endorsement wording as follows: -

In consideration of the payment of the additional premium, it is hereby agreed and declared that, notwithstanding anything in the within written policy contained to the contrary, the terms "Damage" as defined in this Policy shall (subject always to the Special Conditions hereinafter contained) extend to include:

(here insert the appropriate Add-On Cover)

Provided that it is hereby further expressly agreed and declared that: -

- 1) The liability of the Company shall in no case under this Endorsement and the Policy exceed the sum insured by this Policy.
- 2) All the Conditions of the Policy shall apply in all respects to the insurance granted by this extension save in so far as the same may be expressly varied by the above Special Conditions.
- 3) The Special Conditions herein shall apply only to the insurance granted by this extension and the Conditions of the Policy shall apply in all respects to the insurance granted by the policy as if this Endorsement had not been made thereon.

**B. Extension to cover Spoilage Consequential Loss:**

Loss of Profits as a result of spoilage may be covered as an additional item by extending the Consequential Loss (fire) Insurance Policy subject to the following conditions: -

**a) Scope of Cover**

The cover shall extend to loss of profits arising out of the spoilage, i.e. interruption of business solely as a result of (i) loss of stock-in-process; and (ii) damage to machinery, containers and equipment. The following endorsement wording shall be used: -

**Endorsement for Spoilage Risk Extension under the Consequential Loss (Fire) Policy**

Attached to and forming part of the Policy No.....

In consideration of the payment of additional premium, it is hereby agreed and declared that notwithstanding anything in the within written policy contained to the contrary, the term "Damage" as defined under this Policy, shall extend to include loss or damage in consequence of spoilage resulting from the retarding or interruption or cessation of any process or operation cause by any of the perils covered under this Policy.

Provided that it is hereby further expressly agreed and declared that: -

- 1) The liability of the Company shall in no case under this endorsement and the policy exceed the sum insured by this policy.
- 2) All the conditions of this policy shall apply (except in so far as they may be hereby expressly varied) and that any reference therein to loss or damage by fire shall be deemed to apply also to loss or damage caused by spoilage which perils this insurance extends to include by virtue of this Endorsement.

**b) Sum to be insured:**

Consequential Loss Cover may be covered for an indemnity period selected by the insured and the sum insured being gross profit corresponding to the same indemnity period which shall not be less than one month.

**c) Rate to be charged:**

The rate to be charged shall not be less than the full 'Average Spoilage Rate' of the items covered against Spoilage Risk under the Material Damage Policy. The 'Average Spoilage Rate' shall be the percentage which the aggregate net premium in respect of items covered under the Material Damage

Policy against Spoilage risks under the material damage policy. The cover to be otherwise subject to the Condition of Average.

### Other Extensions

Note: For extension given as per extensions of covers, reference must be made to Head Office for the fixation of an additional premium to be charged, if the rates are not provided for in this manual for such extension.

#### **1. Insured Property stored at other situations**

In consideration of the payment of additional premium, it is hereby agreed and declared that subject to the conditions of the policy, loss as insured by the item (s) number(s) of this policy, resulting from interruption of/ or interference with the business in consequence of damage (as within defined) to property at the undernoted situation shall be deemed to be loss resulting from damage to property used by the insured at the premises.

Provided that the liability under this memorandum in respect of any one location shall not exceed in respect of (each of) item(s) number(s) percent of the Sum Insured thereunder.

#### **Note:**

##### **a) Property of the Insured Stored**

Where the extension relates solely to property of the insured, the words "property at the undernoted situation" and the heading "situations" should be deleted from the wording and the former replaced by "property of the insured while stored anywhere than at premises in the Insured's occupation".

##### **b) Suppliers' Premises**

Where the extension relates to more than one supplier with differing limits, the proviso and "Situations" should be amended to read as follows:

"Provided that the liability under this memorandum in respect of any one location under (each of) item(s) No(s) ..... shall not exceed the percentage of the sum insured thereunder shown against each situation,

Situation	Limit

"Further provided that if the percentage shown against the name of the supplier in whose premises damage has occurred shall be less than the percentage of dependence of the Insured on that supplier, the amount otherwise payable shall be proportionately reduced".

##### **c) Premises where a Contract is being carried out:**

The following should be inserted under "SITUATIONS": "Any location where the insured is carrying out work".

##### **d) Professional Insured:**

(Applicable solely to items on the Gross Revenue/ Fees of a business providing professional or similar services only)

The words 'Property at the undernoted situations' and the heading 'SITUATION' should be deleted from the wording and the former replaced by 'documents belonging to or held in trust by the Insured, whilst temporarily at premises not in the occupation of the Insured, or whilst in transit by road, rail or inland waterway'.

#### **2. Electricity Station, Gas Works, and Water Works**

In consideration of the payment of an additional premium, it is hereby agreed and declared that loss as insured by + (item Nos..... of) this policy resulting from interruption of or interference with the business carried on by the insured at the premises described within in consequence of failure of electric supply at the terminal ends of the electricity service feeders\*/Gas Works\*/Water Works\* from which the insured obtain electric Supply\*/Gas\*/Water\* at the said premises directly due to Damage (as within defined) to property at an Electricity Station or Substation of Public Electricity Supply Undertaking\*/Gas Works\*/Water Works\* (excluding Jack wells ) from which the insured obtain

electricity supply\*/Gas\*/Water\* shall be deemed to be loss resulting from damage to property used by the insured at the premises

+ Delete if inapplicable \* Omit as may be necessary

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

For the purpose of the above extension, the 'Indemnity Period' in respect of each damage or of a series of damages consequent on or attributable to one source or original cause shall be as follows:

"The period beginning with the occurrence of damage and ending not later than 60 days, unless specifically agreed otherwise and mentioned in the Policy Schedule, thereafter during which the result of the business shall be affected in consequence of the damage."

Provided that the Company shall not be liable for any loss unless the duration of each such failure exceeds 24 hours, unless specifically agreed otherwise and mentioned in the Policy Schedule.

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

In any action, suit or other proceeding, where the Company alleges that by reason of the provisions of this Condition any loss or damage is not covered by this insurance, the burden of proving that this loss or damage is covered shall be upon the insured.

**Extension to cover Customer Premises**

(The cover is against consequential loss to the insureds arising out of their customers not taking delivery of the products, exclusively manufactured for them, as a result of the operation of the insured perils at the customers' premises).

**Endorsement wording**

In consideration of additional premium shown in the policy/the Endorsement, it is hereby agreed and declared that, subject to the conditions of the Policy, loss as insured by items(s) Nos. of this policy, resulting from interruption of or interference with the business in consequence of damage (as within defined) to property at the undernoted situations, shall be deemed to be loss resulting from damage to property used by the Insured at the premises.

Provided that the liability under this memorandum in respect of any location shall not exceed in respect of (each of) item(s) No.(s) .....percent of the sum insured thereunder.

Further Provided that if the percentage, shown against the name of the customer in whose premises damage has occurred, shall be less than the percentage of the Annual Turnover derived by the Insured from that customer, the amount otherwise payable will be proportionately reduced.

Provided Again that the liability under this memorandum in respect of any one location under (each of ) item(s) no(s) ..... shall not exceed the percentage of the sum insured thereunder shown against each situation.

Name of the Customer	Situation of the premises	Selected percentage limit of the Sum Insured
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**Voluntary Deductible Clause**

"It is hereby declared and agreed that insured having opted to bear the amount of loss as computed hereunder of each and every admissible claim under the policy.

- i. In respect of a policy insuring reduction in turnover, the amount equivalent to the rate of Gross Profit applied to the Standard Turnover for ..... Days subject to minimum of INR \_\_\_\_\_.

- ii. In respect of a policy insuring reduction in output, the amount equivalent to the rate of Gross Profit applied to the Standard Output for ..... days subject to minimum of INR \_\_\_\_\_.

The Company has allowed a discount of ..... % on the final premium payable for Consequential Loss (Fire) Policy and its extensions covering all the Special Perils.”

Deductible : The following Deductibles and the discount in % may be granted as given below:

Higher Excess opted	Subject to minimum amount of up to (in lacs)							
	0	0 - 10	11 - 20	21 - 30	31 - 35	36 - 40	41 - 45	46 - 50
7 - 14 days Gross Profit	0.03-0.04	0.035-0.045	0.04-0.05	0.045-0.055	0.05-0.06	0.055-0.065	0.06-0.07	0.065-0.075
15 - 21 days Gross Profit	0.055-0.065	0.06-0.07	0.065-0.075	0.07-0.08	0.075-0.085	0.08-0.09	0.085-0.095	0.09-0.10
22 - 28 days Gross Profit	0.08-0.09	0.085-0.095	0.09-0.10	0.095-0.105	0.10-0.11	0.105-0.115	0.11-0.12	0.115-0.125
29 - 35 days Gross Profit	0.13-0.14	0.135-0.145	0.14-0.15	0.145-0.155	0.15-0.16	0.155-0.165	0.16-0.17	0.165-0.175
36 - 60 days Gross Profit	0.23-0.24	0.235-0.245	0.24-0.25	0.245-0.255	0.25-0.26	0.255-0.265	0.26-0.27	0.265-0.275
61 - 67 days Gross Profit	0.355-0.365	0.36-0.37	0.365-0.375	0.37-0.38	0.375-0.385	0.38-0.39	0.385-0.395	0.39-0.40
68 - 74 days Gross Profit	0.505-0.515	0.51-0.52	0.515-0.525	0.52-0.53	0.525-0.535	0.53-0.54	0.535-0.545	0.54-0.55

N.B.1: Voluntary Deductible once opted shall apply to the entire property insured and no selection shall be allowed.

N.B.2: The Voluntary Deductible opted above shall replace compulsory excess

N.B.3: The Discount granted for opting voluntary deductible for Fire Policies shall not be taken into account while working out the rate for Consequential Loss (Fire) Policies.

### **Terrorism Damage Cover Endorsement – Loss of Profit**

#### **INSURING CLAUSE**

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

- i. Physical loss or physical damage occurring during the period of this Policy caused by an act of terrorism, subject to the exclusions, limits and excess hereinafter contained,  
For the purpose of this cover, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.
- ii. loss, damage, cost or expense directly caused by, resulting from or in connection with any action taken in suppressing, controlling, preventing or minimizing the consequences of an act of terrorism by the duly empowered government or Military Authority.

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

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

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

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

### **LOSSES EXCLUDED**

#### **A. For Materials Damage**

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

- 
- 1. loss by seizure or legal or illegal occupation;
- 2. loss or damage caused by:
  - i. voluntary abandonment or vacation,
  - ii. confiscation, commandeering, nationalisation, requisition, detention, embargo, quarantine, or any result of any order of public or government authority, which deprives the Insured of the use or value of its property;
- 3. loss or damage arising from acts of contraband or illegal transportation or illegal trade;
- 4. loss or damage directly or indirectly arising from or in consequence of the seepage and or discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment;
- 5. loss or damage arising directly or indirectly from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind;
- 6. loss or damage arising directly or indirectly from or in consequence of asbestos emission, release, discharge, dispersal or escape or asbestos exposure of any kind;
- 7. any fine, levy, duty, interest or penalty or cost or compensation/damages and/or other assessment which is incurred by the Insured or which is imposed by any court, government agency, public or civil authority or any other person;
- 8. loss or damage by electronic means including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon.  
This exclusion shall not operate to exclude losses (which would otherwise be covered under this Policy) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile;
- 9. loss or damage caused by vandals or other persons acting maliciously or by way of protest or strikes, labour unrest, riots or civil commotion;
- 10. loss or increased cost occasioned by any public or government or local or civil authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any property insured hereunder;
- 11. any consequential loss or damage, loss of use, delay or loss of markets, loss of income, depreciation, reduction in functionality, or increased cost of working;

12. loss or damage caused by factors including but not limited to cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service;
13. loss or increased cost as a result of threat or hoax;
14. loss or damage caused by or arising out of burglary, house - breaking, looting, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any action taken in respect of an act of terrorism;
15. loss or damage caused by mysterious disappearance or unexplained loss;
16. loss or damage directly or indirectly caused by mould, mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health;
17. total or partial cessation of work or the retardation or interruption or cessation of any processor operations or omissions of any kind.

#### **B. For Loss of Profit**

This cover shall not indemnify: -

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

#### **LIMIT OF INDEMNITY**

The limit of indemnity under this cover shall not exceed the Total Sum Insured for Material Damage and Loss of Profits given in the Policy Schedule or INR 20,000,000,000 whichever is lower. In respect of several insurance policies within the same compound/location with one or different insurers, the maximum aggregate loss payable per compound/location by anyone or all insurers shall be INR 20,000,000,000 for Material Damage and Loss of Profit. If the actual aggregate loss suffered at one compound/location is more than INR 20,000,000,000 for Material damage and Loss of Profits, the amounts payable towards individual policies shall be reduced in proportion to the sum insured of the policies.

#### **EXCESS**



**A. For material damage\*****Shops & Residential Risks:**

1% of the claim amount for each and every claim subject to Minimum of INR 10,000 and Maximum of INR 500,000

**Non-Industrial Risks:**

1% of the claim amount for each and every claim subject to Minimum of INR 25,000 and Maximum of INR 1,000,000

**Industrial Risks:**

5% of the claim amount for each and every claim subject to Minimum of INR 100,000 and Maximum of INR 25,00,000

**\*Whichever is applicable.**

**B. For Loss of Profit**

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

**ADD ON COVERS**

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

**MID TERM COVER**

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

**SANCTION, LIMITATION AND EXCLUSION CLAUSE**

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

**CANCELLATION CLAUSE**

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

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

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

# Digit Advance Loss of Profit Insurance (Commercial) UIN: IRDAN158CP0020V01202021

## **PREAMBLE & OPERATIVE CLAUSE**

In consideration of the Insured named herein paying to GO DIGIT GENERAL INSURANCE LIMITED (herein after called the Insurer/Company), the premium as stated in the Policy Schedule and realization thereof by the Insurer and in reliance upon the statements made by the Insured in the Proposal and Declaration, the Insurer hereby agrees to indemnify the Insured named as Principal in respect of loss of gross profit actually sustained due to the reduction in turnover and the increased cost of working as defined in this policy, if at any time during the Policy Period stated in the Policy Schedule any or all the Insured Items suffer loss or damage covered and admitted under the underlying Erection All Risk or Contractor's All Risk - Material Damage Section of the Policy Number mentioned in the Policy Schedule, unless specifically excluded, thereby causing an interference in the erection and/or construction work and/or testing schedule resulting in a delay of commencement of and/or interference with the insured business, hereinafter referred to as "the delay".

The amount payable as indemnity hereunder shall be:

- **In respect of loss of gross profit:** the sum obtained by applying the rate of gross profit to the amount by which the actual turnover during the indemnity period falls short of the turnover which would have been achieved had the delay not occurred;
- **In respect of increased cost of working:** the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in turnover which, without such expenditure, would have taken place during the indemnity period, but not exceeding the sum obtained by applying the rate of gross profit to the amount of the reduction in turnover thereby avoided.

Provided that if the Sum Insured be less than the sum produced by applying the Rate of Gross Profit to (where the Indemnity Period exceeds 12 months insert "times" as may be appropriate e.g. for 18 months insert one and a half times) the Annual Turnover, the amount payable shall be proportionately reduced.

## **DEFINITIONS**

1. **Annual Gross Profit** means the amount by which the value of the annual turnover and the value of closing stock exceeds the value of the opening stock and the amount of the specified working expenses. The value of the opening and closing stock shall be calculated in accordance with the insured's normal accounting methods, due provision being made for depreciation.  
Specified working expenses shall be any costs incurred for the acquisition of goods, raw materials or auxiliaries as well as for supplies and services (unless required for the upkeep of operations) and any costs for packaging, carriage, freight, intermediate storage, turnover tax, purchase tax, licence fees and royalties for inventors, etc., insofar as such costs are dependent on turnover.
2. **Annual Turnover** means the turnover which, had the delay not occurred, would have been achieved during the 12 months after the scheduled date of commencement of the insured business.
3. **Indemnity Period** means the period during which the results of the business are affected in consequence of the delay, beginning on the scheduled date of commencement of the insured business and not exceeding the maximum indemnity period stated in the Schedule to this Policy.
4. **Policy Period** means the Period stated in the Policy Schedule, terminating on the date specified in the Policy Schedule or on any earlier date when the Material Damage cover ceases.
5. **Rate of Gross Profit** means the rate which, had the delay not occurred, would have been earned on the turnover during the indemnity period.

6. **Scheduled date of commencement of the insured business** means the date stated in the Policy Schedule or any revised date upon which the business would have commenced had the delay not occurred.
7. **Time Excess** means the period stated in the Policy Schedule for which the insurers are not liable. The corresponding amount shall be calculated by multiplying the average daily value of loss sustained during the indemnity period by the number of days agreed upon as time excess.
8. **Turnover** means the amount of money (less discounts allowed) paid or payable to the Insured for goods, products or services sold, delivered or rendered or accommodation rented in the course of the insured business conducted at the premises.

### EXCLUSIONS

The Insurers shall not be liable for:

1. loss of gross profit and/or increased cost of working due to any delay caused by or resulting from
  - 1.1. loss or damage covered under Material Damage Policy by way of endorsement, unless it has been specifically agreed in writing;
  - 1.2. earthquake, volcanic eruption, tsunami, unless it has been specifically agreed in writing;
  - 1.3. loss of or damage to surrounding property, construction machinery, plant and equipment;
  - 1.4. loss of or damage to operating media or feedstock, shortage, destruction, deterioration of or damage to any materials necessary for the insured business;
  - 1.5. any restrictions imposed by a public authority;
  - 1.6. non-availability of funds;
  - 1.7. alterations, additions, improvements, rectification of defects or faults or elimination of any deficiencies carried out after the occurrence
2. Loss of or damage to items taken over or taken into use by the insured or for which the cover under Erection All Risk or Contractor's All Risk – Material Damage Policy has ceased.
3. Any loss due to fines or damages for breach of contract, for late or non-completion of orders, or for any penalties of whatever nature;
4. loss of business due to causes such as suspension, lapse or cancellation of a lease, licence or order, etc. which occurs after the date of actual commencement of the business;
5. loss of or damage to erection and/or construction work of a prototype nature, unless specifically agreed by endorsement.

#### 6. **Terrorism Damage Exclusion Warranty**

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

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

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

### APPLICABLE PROVISIONS

#### **Memo 1 – Extension of Period**

Any extension of the Policy Period under Erection All Risk or Contractor's All Risk Policy shall not automatically lead to an extension of the Policy Period stated in the Policy Schedule.

Any extension of the Policy Period under this Policy shall be requested in writing as early as possible by the Insured, stating the circumstances leading to the need for extension, and shall have effect for this Policy only if specifically agreed upon in writing.

Any alteration of the scheduled date of commencement of the insured business shall be reported and shall have effect for this policy only if specifically agreed upon in writing.

### **Memo 2 – Basis of Loss Settlement**

In calculating the rate of gross profit and annual turnover, the following points shall in particular be taken into consideration:

- a) the results of the insured business for the 12-month period after commencement of commercial operations,
- b) variations and special circumstances which would have affected the insured business had the delay not occurred,
- c) variations and special circumstances affecting the insured business after commencement of commercial operations, so that the final figures represent as closely as may be reasonably practicable the results which the insured business would have obtained after the scheduled date of commencement of commercial operations had the delay not occurred.

### **Memo 3 – Return of Premium**

If the Insured declares (certified by the Insured's auditors) that the gross profit earned during the accounting period of twelve months following the commencement of the insured business or the date on which but for the delay the business would have commenced was less than the sum insured thereon, a pro rata return of premium not exceeding one third of the premium paid shall be made in respect of the difference.

If any loss or damage has occurred giving rise to a claim under this Policy, such return shall be made in respect only of so much of said difference as is not due to such damage.

### **CONDITIONS**

1. The Policy and Policy Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or the Policy Schedule shall bear such specific meaning wherever it may appear.
2. The Insured shall present the Company with updated progress reports of implementation of the project at intervals stated in the Policy Schedule.
3. In the event of any material change in the original risk such as:
  - Changes of the envisaged progress programme, testing procedure, etc.
  - Alteration, modification or addition to any item of machinery or work, etc.
  - Departure from prescribed construction or operation conditions
  - Changes in the Insured's interest (such as discontinuation or liquidation of the business or its being placed in receivership) taking place,
 the Policy shall be void unless its continuance be agreed by memorandum signed by the Company.
4. In the event of any occurrence which might cause a delay and give rise to a claim under this policy:
  - a. The Insured shall immediately notify the Company in writing thereof within forty-eight hours of the occurrence;
  - b. The Insured shall 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 interference with the erection work and/or construction work and/or testing schedule so as to avoid or diminish any delay resulting therefrom.
  - c. The Company and every person authorized by the Company shall, without prejudice to any party insured by this Policy, have access to the erection and/or construction site where such loss or damage has occurred for the purpose of direct negotiation with the responsible contractor or subcontractor in order to establish the possible cause and extent of the loss or

damage, its effect on the insured items, to examine the possibilities for minimizing any delay to the scheduled date of commencement of the insured business, and if necessary to make any reasonable recommendations for the avoidance or minimization of such delay.

This condition shall be evidence of the leave and license of the Insured to the Company so to do. If the Insured or anyone acting on the Insured's behalf hinders or obstructs the Company during any of the abovementioned acts or does not comply with such recommendations of the Company, all benefits under this Section shall be forfeited.

5. In the event of a claim being made under this Policy, the Insured shall at the Insured's own expense deliver to the Company not later than thirty days after the delay or within such further periods as the Company may allow in writing a written statement setting forth particulars of his claim. Furthermore, the Insured shall at his own expense produce and furnish to the Company such books of account and other business books, e.g. invoices, balance sheets and other documents, proofs, information, explanations or 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.
6. The indemnity shall be payable one month after final determination of its amount. Notwithstanding the above, the Insured may, one month after the Company have been duly notified of the loss and have acknowledged their liability, claim as advance payment(s) the minimum amount(s) payable under the prevailing circumstances. The Company shall be entitled to postpone payment:
  - a. If there are doubts as to the Insured's right to receive payment, until the necessary proof is furnished;
  - b. If, as a result of any loss or damage or any delay to the anticipated date of commencement of the insured business, police or criminal investigations have been initiated against the Insured, until the completion of such investigations the Company shall not be liable to pay interest on indemnity moneys withheld.
7. The Insurers shall have free access to inspect the books of accounts of the insured.
8. If at any time any event shall occur materially affecting the risks insured hereunder the Insured shall give notice in writing to the Insurers immediately,
9. Every letter, claim, summons and legal process pertaining to the coverage offered under this Policy and the insured items covered hereunder shall be notified or forwarded to the Insurers immediately. Notice shall also be given to the Insurers immediately after the Insured shall have knowledge of any impending prosecution, inquest or enquiry in connection with any such occurrence as aforesaid. In case of claim or generally, the Insurers may be contacted at the E-mail ID, Customer Care Number or address mentioned in the Policy Schedule.
10. The Insurers may after admission of liability pay to the Insured the maximum indemnity amount on receiving the documentary evidence and thereafter the Insurers shall not be under any further liability to the Insured in respect of such claim.
11. In the event of a claim, if there exists any other policy in favour of the Insured for the same subject matter of insurance, the Insurers shall not pay more than its rateable proportion of such claim.

## 12. Policy Cancellation:

**Cancellation by Insured:** This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the premium at customary short period rate mentioned in the table below for the time the policy has been in force, subject to 'No Claim' under the Policy during the period of insurance.

Policy In Force	Premium Retention
For a period not exceeding 15 days	10% of the Annual Rate
For a period not exceeding 1 month	15% of the Annual Rate
For a period not exceeding 2 months	30% of the Annual Rate
For a period not exceeding 3 months	40% of the Annual Rate
For a period not exceeding 4 months	50% of the Annual Rate

For a period not exceeding 5 months	60% of the Annual Rate
For a period not exceeding 6 months	70% of the Annual Rate
For a period not exceeding 7 months	75% of the Annual Rate
For a period not exceeding 8 months	80% of the Annual Rate
For a period not exceeding 9 months	85% of the Annual Rate
For a period exceeding 9 months	Full Annual Rate

**Cancellation by Insurer:** This insurance may also at any time be terminated at the option of the Company, on 15 days' notice to that effect being given to the Insured on ground of misrepresentation, fraud, non-disclosure of material facts and non-co-operation by the insured and there would be no refund of premium.

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

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

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

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

14. The Insurers shall not be liable to make any payment under this Policy in respect of any claim if such claim shall be in any manner fraudulent or supported by any statement or device whether by the Insured or by any person on behalf of the Insured if the insurance have been continued in consequence of any material mis statement or non-disclosure of any material information by or on behalf of the Insured.
15. The Insurers shall be entitled in the name of the Insured to have absolute conduct and control of all or any proceedings that it considers necessary for the purpose of securing reimbursement in respect of insured items and the Insured shall at the Insurer's expense furnish all such assistance as may reasonably be required by the Insurers in connection with such proceedings. The Insurers shall be entitled to take over and conduct in the name of Insured the defense or settlement of any claim in the name of Insured for its own benefit in pursuance of any remedies to which the Insurers shall be or would become entitled or subrogated upon its indemnifying the Insured. The Insurers shall have full discretion in conduct of any proceedings and in settlement of any claim and the Insured shall give all such assistance and information as the Insurers may require.
16. The Insured understands that if a proposal has been completed for this insurance, then the statements and all particulars provided in such proposal, and any attachments thereto, are material to the Insurer's decision to provide this insurance. The Insured further understands that the Insurer will, in its sole discretion, issue this Policy in reliance upon the truth of such statements and particulars.

**17. CUSTOMER GRIEVANCE REDRESSAL POLICY**

We hope that We never leave You dissatisfied. However, if You ever wish to lodge a complaint, please feel free to call our Toll-free number 1-800-258-5956 or email the customer service desk



at [hello@godigit.com](mailto:hello@godigit.com).

Senior citizens can now contact us on 1-800-258-5956 or write to us at [seniors@godigit.com](mailto:seniors@godigit.com).

After investigating the matter internally and subsequent closure, We will send You Our response. If You do not get a satisfactory response from Us and You wish to pursue other avenues for redressal of grievances, You may approach Insurance Ombudsman appointed by IRDAI under the Insurance Ombudsman Scheme. The contact details of the Insurance Ombudsman Centres are mentioned below: (Note: Address and contact number of Governing Body of Insurance Council).

Office Location	Contact Details	Jurisdiction of Office (Union Territory, District)
AHMEDABAD	Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06, Email: bimalokpal.ahmedabad@ecoi.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
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: bimalokpal.bengaluru@ecoi.co.in	Karnataka.
BHOPAL	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202, Fax: 0755 - 2769203, Email: bimalokpal.bhopal@ecoi.co.in	Madhya Pradesh, Chhattisgarh.
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 /2596455, Fax: 0674 - 2596429, Email: bimalokpal.bhubaneswar@ecoi.co.in	Orissa.
CHANDIGARH	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468, Fax: 0172 - 2708274, Email: bimalokpal.chandigarh@ecoi.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh.
CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284, Fax: 044 - 24333664, Email: bimalokpal.chennai@ecoi.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).
DELHI	Office of the Insurance Ombudsman, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504, Fax: 011 - 23230858 Email: bimalokpal.delhi@ecoi.co.in	Delhi.
GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2132204 / 2132205, Fax: 0361 - 2732937, Email: bimalokpal.guwahati@ecoi.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
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 - 65504123 / 23312122, Fax: 040 - 23376599, Email: bimalokpal.hyderabad@ecoi.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.
JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363, Email: Bimalokpal.jaipur@ecoi.co.in	Rajasthan.
ERNAKULAM	Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg, Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338, Fax: 0484 - 2359336, Email: bimalokpal.ernakulam@ecoi.co.in	Kerala, Lakshadweep, Mahe-a part of Pondicherry.
KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072.	West Bengal, Sikkim, Andaman & Nicobar Islands.



	Tel.: 033 - 22124339 / 22124340, Fax: 033 - 22124341, Email: bimalokpal.kolkata@ecoi.co.in	
LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331, Fax: 0522 - 2231310, Email: bimalokpal.lucknow@ecoi.co.in	Districts of Uttar Pradesh: Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, 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.
MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960, Fax: 022 - 26106052, Email: bimalokpal.mumbai@ecoi.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P.-201301. Tel.: 0120-2514250 / 2514252 / 2514253, Email: bimalokpal.noida@ecoi.co.in	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.
PATNA	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952, Email: bimalokpal.patna@ecoi.co.in	Bihar, Jharkhand.
PUNE	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555, Email: bimalokpal.pune@ecoi.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

Note: GOVERNING BODY OF INSURANCE COUNCIL, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106889 / 671 / 980, Fax: 022 - 26106949, Email: [inscoun@ecoi.co.in](mailto:inscoun@ecoi.co.in)

**DIGIT ERECTION ALL RISKS INSURANCE**  
**POLICY WORDING**  
**UIN: IRDAN158RP0066V01202021**

WHEREAS the insured named in the Schedule hereto had made to Go Digit General Insurance Ltd., (hereinafter called "the Company") a written proposal by completing a Proposal Form which together with any other statements made in writing by the insured for the purpose of this Policy, is deemed to be incorporated herein.

NOW THIS POLICY OF INSURANCE WITNESSETH that subject to and in consideration of the Insured having paid to the Company, the premium mentioned in the said Schedule and subject to the terms, exclusions, provisions and conditions contained herein or endorsed hereon the company will indemnify the Insured against sudden and unforeseen physical loss of or damage to the property insured in the manner and to the extent hereinafter provided.

**GENERAL EXCLUSIONS**

The Company will not indemnify the Insured in respect of loss, damage or liability directly or indirectly 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, military or usurped power, martial law, conspiracy, 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 by any public, municipal or local authority.
- b) Nuclear reaction, nuclear radiation or radioactive contamination.
- c) Wilful act or wilful negligence of the Insured or of his responsible representative
- d) Cessation of work whether total or partial.
- e) Terrorism Damage Exclusion Warranty

Notwithstanding any provision to the contrary within this insurance it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force of violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.

The warranty also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to action taken in respect of any act of terrorism.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

In any action, suit or other proceedings where the company allege that by reason of the provisions of Exclusion (a) 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.

**PERIOD OF COVER**

The liability of the Company shall commence, (notwithstanding any date to the contrary specified in the Schedule) only from the time after the unloading of the property specified in the Schedule from any conveyance at the site specified in the schedule and shall continue until immediately after the first test operation or test loading is concluded (whichever is earlier) but in no case beyond four weeks from the day on which after completion of erection a trial

running is made and/or readiness for work is declared by the erectors/contractors, whichever is earlier. If however, a part of a plant or one or several machine/s is/are tested and put into operation the cover and consequently the liability of the Company for that particular part of the plant or machine ceases whereas it continues for the remaining parts which are not yet ready.

In case after the expiry of four weeks of trial running, approval of the plant or any part thereof is not given by the concerned Authorities the cover for the extended period of further trial running can be covered at extra premium to be arranged before-hand.

If the actual erection period is shorter than the period indicated in the Schedule, no refund of premium shall be allowed, unless specifically allowed by Insurers.

In the case of second-hand/used property, the insurance hereunder shall however, cease immediately on the commencement of the testing.

At the latest, the insurance shall expire on the date specified in the Schedule but if the work of erection and test operations included in the insurance is not completed within the time specified hereunder, the company may extend the period of Insurance but the Insured shall pay to the Company additional premium at agreed rates.

#### **GENERAL CONDITIONS**

1. The due observance and fulfilment of the terms of 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 questionnaire and proposal made by the Insured shall be a condition precedent to any liability of the company
2. The Schedule and the Section(s) shall be deemed to be incorporated in and form part of this policy and the expression "this Policy" wherever used in this contract shall be read as including the Schedule and the Section(s). Any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule or of the Section(s) shall bear such meaning wherever it may appear.
3. The Insured shall at his own expense take all reasonable precautions and comply with all reasonable recommendations of the Company to prevent loss, damage or liability and comply with statutory requirements and manufacturers' recommendations.
4.
  - a. Representatives of the Company shall at any reasonable time have the right to inspect and examine the risk and the Insured shall provide the representatives of the company with all details and information necessary for the assessment of the risk.
  - b. The Insured shall immediately notify the Company by letter or email and 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.

No material alteration shall be made or admitted by the Insured whereby the risk is increased unless the continuance of the Insurance be confirmed in writing by the Company.

5. 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 letter or email as well as in writing giving an indication as to the nature and extent of loss or damage.
  - b. take all steps within his power to minimize the extent of the loss or damage
  - c. preserve the parts affected and make them available for inspection by a representative of the company or surveyor deputed by the Company.
  - d. furnish all such information and documentary evidence as the company may require.
  - e. inform the police authorities in case of loss or damage due to theft or burglary.

The Company shall not in any case be liable for loss, damage or liability of which no notice has been received by the company within 14 days of its detection.

Upon notification being given to the Company under this condition, the Insured may carry out the repair or replacement of any minor damage not exceeding Rs. 7,500/-. In all other cases a representative of the company shall have the opportunity of inspecting the loss or damage before any repairs or alterations are affected. If a representative of the company does not carry out the inspection within a period of time which could be considered as adequate under the circumstances the Insured is entitled to proceed with the repairs or replacement.

The liability of the Company under this Policy in respect of any item sustaining damage shall cease if said item is not repaired properly without delay.

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

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

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

8. If a claim is in any respect fraudulent, or if any false declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy, or if a claim is made and rejected and no action or suit is commenced within three months after such rejection or, in case of arbitration taking place as provided therein, within three months after the Arbitrator or Arbitrators or Umpire have made their award, all benefit under this Policy shall be forfeited.
9. If at the time any claim arises under this Policy there be any other insurance covering the same loss, damage or liability the company shall not be liable to pay or contribute more than their rateable proportion of any claim for such loss, damage or liability.
10. This insurance may be terminated at the request of the Insured at any time in which case the Insurers will refund appropriate premium amount subject to the following conditions.
  - i. Claims experience under the policy as on date of cancellation should be less than 60 % of reworked premium.
  - ii. The unexpired period is not less than 3 months or 25% of the policy period, whichever is less
  - iii. Testing period should not have commenced.

The Company may terminate the policy on grounds of misrepresentation, fraud, non-disclosure or non-cooperation by the Insured, giving 15 days' notice to the Insured for the cancellation and there would be no refund of premium.

#### **SECTION I - MATERIAL DAMAGE**

The Company hereby agrees with the Insured (subject to the exclusions and conditions contained herein or endorsed hereon) that if, at any time during the period of insurance stated in the said Schedule, or during any further period of extension thereof the property (except packing materials of any kind) or any part thereof described in the said Schedule be lost, damaged or destroyed by any cause, other than those specifically excluded hereunder, in a manner

necessitating replacement or repair the Company will pay or make good all such loss or damage up to an amount not exceeding in respect of each of the items specified in the Schedule the sum set opposite thereto and not exceeding in the whole the total sum insured hereby -

The Company will also reimburse the Insured for the cost of clearance and removal of debris following upon any event giving rise to an admissible claim under this policy but not exceeding in all the sum (if any) set opposite thereto in the Schedule.

#### **EXCLUSION TO SECTION I**

The Company, shall not, however, be liable for -

- a) the first amount of the loss arising out of each and every occurrence shown as Excess in the Schedule;
- b) loss discovered only at the time of taking an inventory;
- c) normal wear and tear, gradual deterioration due to atmospheric conditions or otherwise, rust, scratching of painted or polished surfaces or breakage of glass;
- d) loss or damage due to faulty design, defective material or casting, bad workmanship other than faults in erection. This exclusion shall be limited to the items immediately affected and shall not be deemed to exclude loss or damage to other insured items resulting from such excluded perils;
- e) the cost necessary for rectification or correction of any error during erection unless resulting in physical loss or damage;
- f) loss of or damage to files, drawings, accounts, bills, currency, stamps, deeds, evidence of debt, notes, securities cheques, packing materials such as cases, boxes, crates;
- g) any damage or penalties on account of the Insured's non- fulfilment of the terms of delivery or completion under his Contract of Erection or of any obligations assumed thereunder including consequential loss of any kind or description or for any aesthetic defects or operational deficiencies.

#### **PROVISIONS APPLYING TO SECTION I**

##### **Memo 1. Sum Insured**

It is a requirement of this insurance that the Sum of Insurance stated in the Schedule shall not be less than the completely erected value of the property inclusive of freights, customs duty, erection cost and the Insured undertakes to increase or decrease the amount of insurance in the event of any material fluctuation in the level of wages or prices. Provided always that such increase or decrease shall take effect only after the same has been recorded on the Policy by the Company.

If, in the event of the occurrence of a loss, or damage it is found that the Sum Insured representing the completely erected value of the property and/or of particular items involved is less than the amount required to be insured the amount recoverable by the Insured under the Policy shall be reduced in such proportion as the Sum Insured bears to the amount required to be insured.

##### **Memo 2. Premium Adjustment**

The sum insured under the Policy representing the completely erected value of the plant machinery/project shall be adjustable at completion of erection on the basis of the actual values to be declared by the insured in respect of freight and handling charges, customs dues and costs of erection and the difference in premium shall be met with by payment, at the rate agreed to or by the insured as the case may be. Any increase or decrease in prime cost of Plant and Equipment shall not be the subject matter of premium adjustment.

##### **Memo 3. Basis Of Loss Settlement**

In the event of any loss or damage the basis of any settlement under this Policy shall be -

- a) in the case of damage which can be repaired, the cost of repairs necessary to restore the items to their condition immediately before the occurrence of the damage less salvage, OR
- b) in the case of a total loss the actual value of the items immediately before the occurrence of the loss less salvage;

However, only to the extent the costs claimed has to be borne by the Insured and to the extent they are included in the Sum Insured and provided always that the provisions and conditions have been complied with.

All damages which can be repaired shall be repaired, but if the cost of repairing any damage equals or exceeds the value of the items immediately before the occurrence of the damage the settlement shall be made on the basis provided for in (b) above.

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.

The cost of any alterations, additions and/or improvements shall not be recoverable under this Policy.

Extension of Cover – Any extra charges incurred for overtime, work on holidays, express freight (including air freight), are not covered by this insurance, unless agreed upon at an additional premium.

In the event of loss or damage the insurance shall notwithstanding be maintained in force during the period of insurance for the sum insured, the insured undertaking to pay a pro-rata additional premium of the full amount of each claim for the loss or damage from the date of such loss to the expiry of the period of insurance.

#### **Memo 4. Construction Plant And Machinery**

Loss of or damage to Construction Plant and Machinery excludes loss or damage directly caused by its own explosion or its own mechanical or electrical breakdown or derangement.

#### **Memo 5 - Surrounding Property**

Loss or damage to property located on or adjacent to the site and belonging to or held in care, custody or control of the Principal(s) or the Contractor (s) shall only be covered if occurring directly due to the erection, construction or testing of the items insured under Section I and happening during the period of cover, and provided that a separate Sum therefore has been entered in the Schedule under Section I, Item 3 for Principal's specified surrounding property. This cover does not apply to construction/erection machinery, plants and equipment.

#### **Memo 6 – Major Perils/Acts Of God Claims**

The Major Perils/Acts of God Claims shall mean the claims arising out of -

- a) Earthquake - Fire & Shock
- b) Landslide/Rockslide/Subsidence,
- c) Flood/Inundation,
- d) Storm/Tempest/Hurricane/Typhoon/Cyclone/lightning or other atmospheric disturbances.

#### **SECTION II - THIRD PARTY LIABILITY**

The Company will indemnify the Insured against -

- a) Legal liability for accidental loss or damage caused to property of other persons including property held in trust by or under custody of the Insured for which he is responsible excluding any such property used in connection with erection thereon;
- b) Legal liability (liability under contract excepted) for fatal or non-fatal injury to any person other than the Insured's own employees or workman or employees of the owner of the works or premises or other firms connected with any other erection work thereon, or members of the Insured's family or of any of the aforesaid; directly consequent upon or solely due to the erection of any property described in the Schedule.

Provided that the total liability of the Company during the period of Insurance under this clause shall not exceed the limits of Indemnity set opposite thereto in the Schedule.

In respect of a claim for compensation to which the indemnity provided herein applies, the Company will, in addition, indemnify the Insured against -

- a) all cost and expenses of litigation recovered by any claimant from the Insured, and
- b) all costs and expenses incurred with the written consent of the Company.



The exclusion contained in paragraphs (d), (f) & (g) in Section I of this Policy shall apply to this Section also.

### **EXCLUSIONS TO SECTION II**

The Company will not indemnify the Insured in respect of –

1. The Excess stated in the Schedule to be borne by the Insured in any one occurrence related to property damage
2. Expenditure incurred in doing or redoing or making good or repairing or replacing anything covered or coverable under Section I of this Policy;
3. Liability consequent upon –
  - a. bodily injury to or illness of employees or workmen of the Contractor(s) or the Principal(s) or any other firm connected with the project which or part of which is insured under Section I, or members of their families;
  - b. loss of or damage to property belonging to or held in care, custody or control of the Contractor(s), the Principal(s) or any other firm connected with the project which or part of which is insured under Section I, or an employee or workman of one of the aforesaid;
  - c. any accident caused by vehicles licensed for general road use or by waterborne vessels or aircraft;
  - d. any agreement by the Insured to pay any sum by way of indemnity or otherwise unless such liability would have attached also in the absence of such agreement.

### **CONDITIONS APPLYING TO SECTION II**

1. No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company who shall be entitled if they so desire, to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute for their own benefit in the name of the Insured any claim for indemnity or damage or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.
2. The Company may, so far as any accident is concerned, pay to the Insured the limit of indemnity for any one accident, any one period, but deducting therefrom in such case any sum/s already paid as compensation in respect thereof or any lesser sum for which the claim or claims arising from such accident can be settled and the company shall thereafter be under no further liability in respect of such accident under this section.

### **CUSTOMER GRIEVANCE REDRESSAL POLICY**

The Company is committed to extend the best possible services to its customers. However, if you are not satisfied with our services and wish to lodge a complaint, please feel free to call our 24X7 Toll free number 1800-258-5956 or you may email to the customer service desk at [hello@godigit.com](mailto:hello@godigit.com). After investigating the matter internally and subsequent closure, we will send our response.

Senior Citizens can now contact us on 1800-258-5956 or write to us at [seniors@godigit.com](mailto:seniors@godigit.com).

Office Location	Contact Details	Jurisdiction of Office (Union Territory, District)
AHMEDABAD	Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06, Email: <a href="mailto:bimalokpal.ahmedabad@ecoi.co.in">bimalokpal.ahmedabad@ecoi.co.in</a>	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
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: <a href="mailto:bimalokpal.bengaluru@ecoi.co.in">bimalokpal.bengaluru@ecoi.co.in</a>	Karnataka.
BHOPAL	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003.	Madhya Pradesh, Chhattisgarh.



	Tel.: 0755 - 2769201 / 2769202, Fax: 0755 - 2769203, Email: bimalokpal.bhopal@ecoi.co.in	
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubaneshwar – 751 009. Tel.: 0674 - 2596461 /2596455, Fax: 0674 - 2596429, Email: bimalokpal.bhubaneswar@ecoi.co.in	Orissa.
CHANDIGARH	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468, Fax: 0172 - 2708274, Email: bimalokpal.chandigarh@ecoi.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh.
CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284, Fax: 044 - 24333664, Email: bimalokpal.chennai@ecoi.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).
DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504, Fax: 011 - 23230858 Email: bimalokpal.delhi@ecoi.co.in	Delhi.
GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2132204 / 2132205, Fax: 0361 - 2732937, Email: bimalokpal.guwahati@ecoi.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
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 - 65504123 / 23312122, Fax: 040 - 23376599, Email: bimalokpal.hyderabad@ecoi.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.
JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363, Email: Bimalokpal.jaipur@ecoi.co.in	Rajasthan.
ERNAKULAM	Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg, Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338, Fax: 0484 - 2359336, Email: bimalokpal.ernakulam@ecoi.co.in	Kerala, Lakshadweep, Mahe-a part of Pondicherry.
KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340, Fax: 033 - 22124341, Email: bimalokpal.kolkata@ecoi.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331, Fax: 0522 - 2231310, Email: bimalokpal.lucknow@ecoi.co.in	Districts of Uttar Pradesh: Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, 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.
MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960, Fax: 022 - 26106052, Email: bimalokpal.mumbai@ecoi.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.

NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253, Email: bimalokpal.noida@ecoi.co.in	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.
PATNA	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952, Email: bimalokpal.patna@ecoi.co.in	Bihar, Jharkhand.
PUNE	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555, Email: bimalokpal.pune@ecoi.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

If you do not get a satisfactory response from us and you wish to pursue other avenues for redressal of grievances, you may approach Insurance Ombudsman appointed by IRDAI under the Insurance Ombudsman Scheme.

Note: GOVERNING BODY OF INSURANCE COUNCIL, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W),  
Mumbai - 400 054. Tel.: 022 - 26106889/671/980, Fax: 022 - 26106949, Email: inscoun@ecoi.co.in

## Digit Erection All Risk Insurance Tariff Endorsements

### 1. ENGG/END-101: CIVIL ENGINEERING WORKS

It is hereby declared and agreed, subject to the exceptions contained herein, or endorsed hereon, that this Policy is extended to cover the risks of loss or damage to property brought on to the Site of Erection for the performance of the erection contract, details of which are stated as under –

- a) All permanent Civil Engineering Works such as buildings, foundations earthwork including materials for the constructions thereon,
- b) All temporary works such as buildings, sheds PROVIDED that the following exclusions shall apply –
  - i. loss or damage directly caused by defective workmanship material, or design or wear and tear,
  - ii. loss or damage directly caused by mechanical breakdown or derangement,
  - iii. loss or damage directly caused by deterioration due to lack of use or obsolescence,
  - iv. any loss of property either by disappearance or by shortage if such disappearance or shortage alone is revealed during and after an inventory is made,
  - v. Cessation of work whether total or partial,
  - vi. loss, destruction or damage of accounts, bills, currency stamps, deeds, evidence of debt, money, notes or securities.

The exclusions of loss or damage caused by (i), (ii) and (iii) above shall be limited to the machine structure or work immediately affected and shall not extend to other work or the property lost or damaged in consequence of the defect, wear & tear, breakdown, derangement or deterioration, subject to the Condition that:- The Insured shall take all reasonable precautions in the selection of labour and to maintain in efficient condition all tools and equipment used in connection with performance of this erection contract. Provided that all the conditions of this Policy shall apply in all respects to the Insurance granted by this extension save in so far as the same are expressly varied hereby and any reference to loss or damage in the conditions of the Policy shall be deemed to include the perils hereby insured against.

### 2. ENGG/END-102: Endorsements for Fire/Explosion claims and Fire Fighting

- I. Applicable for all risks including hydrocarbon-processing risks. [Complying with only minimum Requirements of i.e. 11A I (I to XII)].

Attached to and forming part of the Policy Number \_\_\_\_\_

Notwithstanding the conditions, provisions and other endorsements of the Policy, it is agreed and understood that the company shall indemnify the Insured in respect of any loss or damage caused by Fire/Explosion only if the following requirements are fulfilled.

- i. One portable fire extinguisher of Soda Acid or water type for every 300 sq. m of storage/erection site area or small bore hose reels as per Section 4 of F.P. Manual shall be provided. The location of fire extinguishers shall be conspicuously marked by clearly visible signs. Checking and maintenances at regular intervals shall be recorded.
- ii. Trained fire-fighting squad shall be maintained for the site.
- iii. Watch and Ward facility shall be provided round the clock at the site.
- iv. One fire engine of 400 GPM x 100 PSI shall always be stationed at site. Note - Not applicable to policy with Sum Insured upto Rs.50 Crores.
- v. Materials and equipment stored in buildings (sheds) or in open area shall be divided into sub-units with the value, which shall not exceed 10 % of the sum insured or Rs. 50 Crores whichever is less. Wherever value of a single equipment stored exceeds this limit, its value, shall be taken as the limit. The sub-units in open area

shall be separated from each other by a distance of at least 15 meters. In case of storage buildings, firewalls of 9" thickness carried upto roof shall be erected without any wall openings between the sub-units.

- vi. Packing materials, scaffolding etc. combustible materials and liquids and explosive substances should be stored at a 30 M safe distance from other buildings, plants and stores.
- vii. Utmost attention should be paid to good house-keeping such as –
  - Orderly storage
  - Periodic removal of combustible packing material, either by burning on site at a safe distance of 100 M away or removal from the site;
  - Clean - up of site at least once a week.
- viii. Open flame work (welding, cutting etc.) requires utmost caution. All combustible materials lying about must be removed or covered.
- ix. Grass and/or any other vegetation in and around the site are regularly removed.
- x. 'No smoking' rules must be enforced in areas exposed to fire (stores etc.) and in the vicinity of hazardous operations.
- xi. Living quarters should be well separated (100 M away) from construction site.

It is further agreed and understood that the company shall not be liable for 10 % of the claim amount subject to a minimum of Rs. \_\_\_\_ (which corresponds to the deductible for claims during the testing period) for each and every claim on account of Fire/Explosion.

- II. Applicable for all risks including hydrocarbon-processing risks (wherever discount for fire-fighting facilities are granted) –

Notwithstanding the conditions, provisions and other endorsements of this Policy, it is agreed and understood that the company shall indemnify the Insured in respect of any loss or damage caused by Fire/Explosion only if the following requirements are fulfilled.

- i. One portable fire extinguisher of Soda Acid or water type for every 300 sq. m storage/erection site area or small bore hose reels as per Section 4 of F.P. Manual shall be provided. The location of fire extinguishers shall be conspicuously marked by clearly visible signs. Checking and maintenance at regular intervals shall be recorded.
- ii. One fire engine or two trailer pumps of 400 GPM x 100 PSI shall be provided for every 10,000 sq. m of largest storage site with maximum of two fire engines or 4 trailer pumps. In case of Trailer pumps vehicular arrangements shall be available for towing them.
- iii. Static water tanks of atleast 10,000 gallons capacity shall be provided, which shall be so placed that no part of storage/erection site lies beyond 100 M of atleast 2 tanks (50 M in case of storeyed structures).

OR

Alternatively a temporary hydrant system with atleast 4" dia hydrant shall be laid which shall always be pressurised to 1.0 KSC from where Fire Engines/Trailer pumps can draw their supply from a double hydrant (DH). Each DH may be taken as equivalent to a static water tank described above. Pumping capacity of the general water supply shall not be less than the aggregate pumping capacity of trailer pumps and/or fire engine. Storage of general water supply shall be in excess of 1,00,000 litres.

- iv. 36 hoses, 15 M long and 18 nozzles shall be provided to ensure that all parts of the contract works can be reached with water.
- v. Trained fighting squad consisting of atleast 8 persons per shift shall be maintained at the site.
- vi. Plans giving detailed proposal shall be submitted for prior approval of the committee. The risk shall be inspected by Engineers before sanctioning of above discount.
- vii. Watch and Ward facility shall be provided round the clock at the site.

- viii. Materials and equipment stored in buildings (sheds) in open area shall be divided into sub-units with the value, which shall not exceed 10% of the sum insured or Rs. 50 Crores whichever is less. Wherever value of a single equipment stored exceeds this limit, its value, shall be taken as the limit. The sub-units in open area shall be separated from each other by a distance of atleast 15 metres. In case of storage buildings, firewalls of 9" thickness carried upto roof shall be erected without any wall openings between the sub-units.
- ix. Packing materials, scaffolding etc. combustible materials and liquids and explosive substances should be stored at a 30 M safe distance from other buildings, plants and stores.
- x. Utmost attention should be paid to good house-keeping such as –
  - Orderly storage;
  - Periodic removal of combustible packing material, either by burning on site at a safe distance of 100 M away or removal from the site;
  - Clean - up of site atleast once a week.
- xi. Open flame work (welding, cutting etc.) requires utmost caution. All combustible materials lying around must be removed or covered.
- xii. Grass and/or any other vegetation in and around the site are regularly removed.
- xiii. 'No smoking' rules must be enforced in areas exposed to fire (stores etc.) and in the vicinity of hazardous operations.
- xiv. Living quarters should be well separated (100 M away) from construction site.  
It is further agreed and understood that the company shall not be liable for 5 % of the claim amount subject to a minimum of Rs. \_\_\_\_\_ (which corresponds to the deductible for claims during testing period) for each and every claim on account of Fire/Explosion.

### 3. ENGG/END-103: ENDORSEMENT REGARDING CROSS LIABILITY COVER

The following endorsement should be used for the purpose - 'It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the policy or endorsed thereon and subject to the insured having paid the agreed extra premium, the Third party Liability Cover of the policy shall apply to the insured parties named in the Schedule as if a separate policy had been issued to each party, provided the Company shall not indemnify the insured under the Endorsement in respect of liability for –

- i. loss of or damage to items insured or insurable under Section 1 of the policy even if not recoverable due to excess or any limit
- ii. fatal or non-fatal injury or illness of employees or workmen who are or could have been insured under workmen's compensation and/or employer's liability insurance.
- iii. The Insurer's total liability in respect of the insured parties shall not however exceed in the aggregate for any one accident or series of accidents arising out of one event the limit of indemnity stated in the Schedule'.

### 4. ENGG/END-104: ENDORSEMENT REGARDING ESCALATION

The following Endorsement Wording has to be used for the purpose –

'In consideration of the payment of an additional premium of Rs. \_\_\_\_\_, It is hereby declared and agreed that the Company shall provide for escalation in Sum Insured under items of Section I of the schedule attached to the policy upto \_\_\_\_\_% of the Original Site value, the basis of claim settlement shall be the original Site value of effected equipment plus increase in cost of replacement, if any, provided that the increase in the value of such equipment does not exceed \_\_\_\_\_% of the original site value. It is also hereby declared and agreed that in the event of a claim the insured would be considered as fully insured upto the Sum Insured inclusive of \_\_\_\_\_% increase as per selected escalation and under-insurance would apply only in the event of the cost of replacement of the effected equipment exceeding the original value of selected \_\_\_\_\_% towards escalation. It is however understood and agreed that the premium collected against price escalation herein above shall not be subject to refund the premium adjustment clause in the memo 2 of the policy. It is further

understood and agreed that in case of additional premium chargeable during final adjustment, additional escalation premium will be charged to the insured but in case of any premium refundable during final adjustment no refund shall be allowed against the escalation premium already charged to the insured’.

**5. ENGG/ENGG-105: ENDORSEMENT REGARDING AIR FREIGHT**

The Endorsement wording for covering the Air Freight will be as under

‘It is hereby declared and agreed that the policy shall also indemnify towards Air Freight incurred by the Insured in connection with the indemnifiable loss under the Policy. In consideration thereof an additional premium of Rs. \_\_\_\_\_ is charged hereby. Limit of indemnity shall be Rs. \_\_\_\_\_ during currency of the Policy. Each and every claim shall be subject to a minimum Excess of 5 % of the admissible Air Freight incurred over and above the excess as applicable under the Policy. Subject otherwise to terms, conditions and exceptions of the policy’.

**6. ENGG/END-106: ENDORSEMENT REGARDING ADDITIONAL CUSTOMS DUTY**

**(Applicable for all Projects with Sum Insured below and above Rs. 100 Crs)**

The following Endorsement Wording to be used for the purpose –

‘In consideration of the insured having paid an additional premium of Rs. \_\_\_\_\_ it is hereby declared and agreed that the insured shall also be indemnified during the currency of this policy, towards Additional Custom Duty Rs. \_\_\_\_\_ which may be incurred by the insured over and above the Custom Duty amount taken into account in arriving at the Sum Insured of the affected item.

Each and every claim payable under this extension shall be subject to an Excess of 5% of the admissible Additional Custom Duty incurred and will be in addition to the Excess amount applicable for the affected item under the Policy.

The limit of indemnity against Additional Customs Duty could be reinstated at the time of settlement of claims and that such an approach could be extended even in respect of marine claims, in case, a combined MCE All Risks Policy had been issued’.

**7. ENGG/END-107: ENDORSEMENT FOR TEST RUN DEFINITION IN RESPECT OF THERMAL POWER STATION:**

‘Notwithstanding anything stated herein to the contrary it is hereby declared and agreed that entire Power Station machinery insured hereunder are deemed to have commenced their first test operation or test loading from the date of synchronisation of the Turbo Generator set with the grid system/bus bar provided the date of synchronisation is within 72 hours from the date of introduction of steam into turbine and shall continue till the Turbo Generator Set is operated at full load for a continuous period of 72 hours or until expiry of testing period granted under the policy whichever is earlier. If, however, the date of synchronisation exceeds 72 hours from the date of introduction of steam of the first trial operation, test loading is deemed to have commenced from the date of introduction of steam into the turbine of the Turbo Generator set. If the trial operation/test loading is not completed within the time specified hereunder the Company may extend the period of testing on receipt of additional premium at agreed rates but in no case the total test period available under the policy shall exceed 12 months’.

**8. ENGG/END-108: ENDORSEMENT FOR TEST RUN DEFINITION FOR GAS TURBINES IN RESPECT OF COMBINED CYCLE POWER PLANT**

Notwithstanding anything stated herein to the contrary, it is hereby declared and agreed that the Gas turbine insured hereunder is deemed to have commenced its first operation or test loading when the fuel is introduced in the combustion chamber of the Gas turbine unit.

**9. ENGG/END-109: HYDROCARBON ENDORSEMENT FOR TESTING & COMMISSIONING**

**Article 1**

It is warranted that the insured shall give previous notice in writing to the Company of the date of the initial start - up operation for testing of plant. Commencing date of the initial start-up operation referred to in the preceding paragraph shall mean the date of the first introduction of feed stock or initially filled mixture of oil or Hydrocarbon for cleaning or purging or Naphtha Fuel for burning into the plant, whichever date is earlier. However the operation carried out for cleaning and purging in each individual unit will be considered a part of erection work provided such cleaning and purging work does not exceed a period of two weeks in each unit. It is however understood and agreed that during any operation whatever cleaning, purging, testing or commissioning, where hydrocarbons or Hydrogen are involved the deductible excess shall be 5 % of claim amount subject to minimum of Rs. 5,00,000/-.

### **Article 2**

As from the introduction of hydrocarbon/feedstock into the plant, the company shall not be liable for the loss or damage to

- a) Catalysts unless specifically covered by separate endorsement;
- b) Reforming units due to overheating or cracking of any tubes. Note- Any consequential damage to the neighbouring items of plant or machinery indirectly due to cracking or overheating of tubes in reforming units is however indemnifiable under the policy.
- c) The insured plant due to overheating or cracking following an exothermic reaction.
- d) The insured plant due to non-observation of prescribed techniques or cutting out of safety devices and/or any liability resulting therefrom.

The Insurers shall only indemnify the Insured for loss or damage resulting directly or indirectly from fire and/or explosion if adequate fire-fighting facilities for the insured plant are installed and rendered serviceable immediately after the completion of the rough structure of the building and before any machinery is stored and/or installed therein.

All machinery and equipment shall be stored in such a manner that the value of items stored per storing unit shall not exceed Rs \_\_\_\_ and that such individual storing unit shall be at least \_\_\_\_ feet apart separated by fireproof walls. Should the value per storage unit exceed Rs. \_\_\_\_ then in the event of a claim, the liability of the Company shall be in the same proportion as Rs \_\_\_\_ bears to the total value of items stored in the concerned individual storage unit as defined above.

Following article is to be included after excluding 2(a) above, in case the Insured desires cover for catalyst during testing period

### **Article 3**

Catalyst valued at Rs. \_\_\_\_ are specifically covered during Hot Testing Period for any loss or damage caused by an indemnifiable loss or damage to the insured plant and/or equipment. Each and every claim shall be subject to an excess/deductible franchise of 5 % of the value of catalysts in the system subject to a minimum of Rs.2, 50,000/- which is the Hot Testing period Excess/Deductible Franchise.

### **10. ENGG/END-110: ENDORSEMENT CONCERNING STORAGE**

**(Applicable for all Projects with Sum Insured below and above Rs. 100 Crs)**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the policy or endorsed thereon, the Insurers shall only indemnify the Insured for loss of or damage to the Insured items during storage up to a value per storage unit not exceeding the equivalent of Rs.\_\_\_\_\_.

The individual storage units shall be either at least 50 m apart or separated by fireproof walls.



**11. ENGG/END-111: ENDORSEMENT REGARDING SAFETY MEASURES**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the policy or endorsed thereon, the Insurers shall only indemnify the Insured for loss, damage or liability directly or indirectly caused by flood and inundation if adequate safety measures have been taken during planning and execution of the project. Adequate safety measures in this context shall mean that the average monthly rainfall, flood and inundation hazard as known from statistics of the competent meteorological offices for the respective month and location has been taken into account.

**12. ENGG/END-112: ENDORSEMENT REGARDING DAMAGE TO CROPS, FORESTS ETC.**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the policy or endorsed thereon, the Insurers shall not indemnify the Insured for loss, damage or liability directly or indirectly caused to crops, forests and/or any cultures during the execution of the contract works.

**13. ENGG/END-113: MAINTENANCE VISITS AND EXTENDED MAINTENANCE COVER****a) Limited Maintenance Visits Cover**

In consideration of the payment of an additional premium by the insured (which is included in the Total Premium set forth in the schedule), it is hereby declared and agreed that the indemnity provided by this policy is extended to include maintenance cover for the period of \_\_\_\_ months to be reckoned from the date of completion of Testing, provided the policy period has been extended till completion of Testing. However, during the Maintenance Period this Insurance shall cover solely loss of or damage to the contract works caused by the insured contractor(s) in the course of the operations carried out for the purpose of complying with the obligations under the maintenance provisions of the contract.

**b) Extended Maintenance Cover**

In consideration of the payment of an additional premium by the Insured (which is included in the total premium set forth in the schedule) it is hereby declared and agreed that the indemnity provided by this policy is extended to include Maintenance Cover for the period of \_\_\_\_ months to be reckoned from the date of completion of Testing, provided the policy period has been extended till completion of Testing. However, during the Maintenance period this insurance shall cover loss or damage to the contract works

- i. Caused by the Insured contractor(s) in the course of the operations carried out for the purpose of complying with the obligations under the maintenance provisions of the contract.
- ii. Occurring during the maintenance period provided such loss or damage was caused on the site during the erection period.

**WARRANTY CONCERNING EXTENDED MAINTENANCE COVER**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, this insurance shall be extended for the maintenance period specified hereunder to cover loss or damage to the contract works

- Caused by the insured contractor(s) in the course of the operations carried out for the purpose of complying with the obligations under the maintenance provisions of the contract.
- Occurring during the maintenance period provided such loss or damage was caused on the site during the erection period before the certificate of completion for the loss or damaged section was issued.

Maintenance cover from \_\_\_\_\_ to \_\_\_\_\_

Extra premium \_\_\_\_\_

**14. ENGG/END-114: WARRANTY CONCERNING UNDERGROUND CABLES AND PIPES**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the policy or endorsed thereon, the insurers shall only indemnify the Insured in respect of loss of or damage

to existing underground cables and/or pipes or other underground facilities if, prior to the commencement of works, the Insured has enquired with the relevant authorities about the exact position of such cables, pipes or other underground facilities. The indemnity shall in any case be restricted to the repair costs of such cables, pipes or other underground facilities, any consequential damage being excluded from the cover.

**15. ENGG/END-115: SPECIAL CONDITIONS FOR OPEN TRENCHES DURING LAYING OF PIPELINES DUCTS AND CABLES**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the policy or endorsed thereon, the Insurers will indemnify the Insured for any loss or damage due to storm, rainfall, flood, inundation such as sanding, silting up, mudding up, erosion, collapse and floating up of pipes, ducts or cables, sustained by completely or partly excavated open trenches and/or items laid therein, upto a maximum length of \_\_\_\_ km open trench only one loss event. The Insured shall make sure that plugging facilities are available near the pipe ends for emergency purposes and that pipe ends exposed to flooding are plugged before any interruption during idle work periods such as nights and holidays.

**16. ENGG/END-116: COVER OF LEAK SEARCH COSTS WHEN LAYING PIPELINES**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the policy or endorsed thereon, the Insurers shall indemnify the Insured also for the following items under this policy

- a) Leak search costs following hydrostatic test (including the cost of leasing special apparatus, cost of operation and transport of such apparatus).
- b) Earthwork on a trench not damaged itself, search earthwork becoming necessary in the search for and repair of leaks, e.g. excavation, uncovering of the pipeline, backfilling.

Provided that-

The leak has been caused by an indemnifiable event or is attributable to faulty execution on the site, and 100 % of the welding seams have been X-rayed and any deficiencies discovered thereby have been removed properly.

Indemnity shall be  
limited in the aggregate }  
per testing section }  
during one policy period }

Costs caused by faulty repair of welding seams shall be excluded from the cover

**17. Terrorism Damage Cover Endorsement (Material Damage Only)**

**Insuring Clause**

Subject otherwise to the terms, exclusions, provisions and conditions contained in the Policy and in consideration of the payment by the Insured to the Company of additional premium as stated in the Schedule, it is hereby agreed and declared that notwithstanding anything stated in the "Terrorism Risk Exclusion" of this Policy to the contrary, this Policy is extended to cover physical loss or physical damage occurring during the period of this Policy caused by an act of terrorism, subject to the exclusions, limits and excess hereinafter contained,

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

committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

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

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

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

### **LOSSES EXCLUDED**

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

1. loss by seizure or legal or illegal occupation;
2. loss or damage caused by:
  - i. voluntary abandonment or vacation,
  - ii. confiscation, commandeering, nationalisation, requisition, detention, embargo, quarantine, or any result of any order of public or government authority, which deprives the Insured of the use or value of its property;
3. loss or damage arising from acts of contraband or illegal transportation or illegal trade;
4. loss or damage directly or indirectly arising from or in consequence of the seepage and or discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment;
5. loss or damage arising directly or indirectly from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind;
6. loss or damage arising directly or indirectly from or in consequence of asbestos emission, release, discharge, dispersal or escape or asbestos exposure of any kind;
7. any fine, levy, duty, interest or penalty or cost or compensation/damages and/or other assessment which is incurred by the Insured or which is imposed by any court, government agency, public or civil authority or any other person;
8. loss or damage by electronic means including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon.  
This exclusion shall not operate to exclude losses (which would otherwise be covered under this Policy) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile;
9. loss or damage caused by vandals or other persons acting maliciously or by way of protest or strikes, labour unrest, riots or civil commotion;
10. loss or increased cost occasioned by any public or government or local or civil authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any property insured hereunder;
11. any consequential loss or damage, loss of use, delay or loss of markets, loss of income, depreciation, reduction in functionality, or increased cost of working;
12. loss or damage caused by factors including but not limited to cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service;
13. loss or increased cost as a result of threat or hoax;

14. loss or damage caused by or arising out of burglary, house - breaking, looting, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any action taken in respect of an act of terrorism;
15. loss or damage caused by mysterious disappearance or unexplained loss;
16. loss or damage directly or indirectly caused by mould, mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health;
17. total or partial cessation of work or the retardation or interruption or cessation of any processor operations or omissions of any kind.

#### **LIMIT OF INDEMNITY**

The limit of indemnity under this cover shall not exceed the Total Sum Insured given in the Policy Schedule or INR 20,000,000,000 whichever is lower. In respect of several insurance policies within the same compound/location with one or different insurers, the maximum aggregate loss payable per compound/location by anyone or all insurers shall be INR 20,000,000,000. If the actual aggregate loss suffered at one compound/location is more than INR 20,000,000,000, the amounts payable towards individual policies shall be reduced in proportion to the sum insured of the policies.

#### **EXCESS \***

##### **Shops & Residential Risks:**

1% of the claim amount for each and every claim subject to Minimum of INR 10,000 and Maximum of INR 500,000

##### **Non-Industrial Risks:**

1% of the claim amount for each and every claim subject to Minimum of INR 25,000 and Maximum of INR 1,000,000

##### **Industrial Risks:**

5% of the claim amount for each and every claim subject to Minimum of INR 100,000 and Maximum of INR 25,00,000

\*Whichever is applicable.

#### **ADD ON COVERS**

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

#### **MID TERM COVER**

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

#### **SANCTION, LIMITATION AND EXCLUSION CLAUSE**

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

#### **CANCELLATION CLAUSE**

Notwithstanding the cancellation provisions relating to the basic insurance policy on which this endorsement is issued, there shall be no refund of premium allowed for cancellation of the Terrorism risk insurance during the

period of insurance except where such cancellation is done along with the cancellation of the basic insurance. Where a policy is cancelled and rewritten mid-term purely for the purpose of coinciding with the accounting year of the insured, pro-rate refund of the cancelled policy premium will be allowed.

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

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

#### **18. Cover of Extra Charges for Overtime, Night Work, Work on Public Holidays, Express Freight Excluding Air Freight**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and the Insured having paid the agreed premium the Insurer shall indemnify the insured, extra charges for Overtime, Night Work, and Work on Public Holidays and Express freight (Excluding Air Freight).

Provided always that such extra charges are incurred in connection with any loss of or damage to the insured items recoverable under the Policy. If the sum(s) insured of the damaged item(s) is/are less than the amount(s) required to be insured, the amount payable under this Endorsement for such extra charges shall be reduced in the same proportion.

Provided always that the amount payable shall not exceed the \_\_\_\_\_% of loss amount or limit selected in the Policy Schedule whichever is lower and as the case may be, per any one occurrence.

#### **19. Defective Part Exclusion DE-4**

In consideration of the payment of an additional premium by the insured, notwithstanding anything contained herein to the contrary, it is herein agreed that the Exclusion I. d under Section I is replaced with exclusion(s) below: This Policy excludes loss of or damage to and the cost necessary to replace, repair or rectify.

- a. Any component part or individual item of the Property Insured which is defective in design plant specification materials or workmanship
- b. Property Insured lost or damaged to enable the replacement repair or rectification of Property Insured excluded by (a) above.

Exclusion (a) above shall not apply to other parts or items of Property Insured which are free from defect but are damaged in consequence thereof.

For the purpose of the Policy and not merely this exclusion the Property Insured shall not be regarded as lost or damaged solely by virtue of the existence of any defect in design plan specification materials or workmanship in the Property Insured or any part thereof.

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

### **Other Circular/Tariff Endorsements**

#### **(Endorsements relating to Large Projects with Sum Insured above Rs.100 Crs)**

#### **20. Escalation Clause**

It is hereby declared and agreed that the insured having paid the agreed extra premium, Company shall provide for escalation in Sum Insured under items of Section I of the Schedule attached to the policy upto -----% of the original Site Value, the basis of claim settlement shall be the original site value of affected equipment/ property

as insured plus increase in cost of replacement/ reconstruction, if any provided that the increase in the value of such equipment/ property does not exceed ----- % of the original site value as insured.

It is also hereby declared and agreed that in the event of a claim the Insured would be considered as fully insured upto the Sum Insured inclusive of -----% increase as per selected escalation and underinsurance would apply only in the event of the cost of replacement / reconstruction of the affected equipment/property exceeding the original value as insured inclusive of selected ----- % towards escalation.

It is however understood and agreed that the premium collected against escalation provision shall not be subject to refund of premium as provided in the premium adjustment clause.

It is further understood and agreed that in case of additional premium chargeable during final adjustment, additional escalation premium will be charged to the insured but in case of any premium refundable during final adjustment no refund shall be allowed against the escalation premium already charged to the Insured.

#### **21. Cover of Extra Charges for Overtime, Night Work, Work on Public Holidays, Express Freight including Air Freight**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and "Insured having paid the agreed premium" the Insurer shall indemnify the insured, extra charges for Overtime, Night Work, Work on Public Holidays and Express freight (including Air Freight).

Provided always that such extra charges are incurred in connection with any loss of or damage to the insured items recoverable under the Policy.

If the sum(s) insured of the damaged item(s) is/are less than the amount(s) required to be insured, the amount payable under this Endorsement for such extra charges shall be reduced in the same proportion.

Provided always that the amount payable shall not exceed -----% of loss amount per any one occurrence and that the indemnity in respect of Air Freight shall be subject to an additional excess of -----% of the Air Freight incurred per claim.

#### **22. Special Conditions Concerning Fire Fighting Facilities**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall only indemnify the Insured for loss or damage resulting directly or indirectly from fire and/or explosion if the following requirements are fulfilled:-

- Adequate fire-fighting equipment and extinguishing agents of sufficient capacity must always be available at the site and ready for immediate use.
- Sufficient number of workmen must be fully trained in the use of such equipment and must be available for immediate intervention at all times.
- If storage of material for the construction or erection of the contract works is necessary at site or any other location within India, storage must be subdivided into storage units not exceeding the equivalent value of Rs.----- per storage unit. The individual storage units must either be at least 10 meters apart or separated by fire-proof walls.

All inflammable materials (such as shuttering material not fitted for concreting, litter, etc.) and especially all inflammable liquids and gases must be stored at a sufficiently large distance from the property under construction or erection and any hot work like welding etc.

- Provided further that in respect of storages of Indian sourced materials at locations other than the site, the amount payable shall not exceed Rs.----- at any one location.
- Welding, soldering or the use of an open flame in the vicinity of combustible material is permitted only if at least one workman suitably equipped with extinguishers and well trained in fire-fighting is present.
- At the beginning of testing all fire-fighting facilities designed for the operation of the plant must be installed and serviceable.



**23. 72 Hours Clause**

It is agreed that any loss of or damage to the Insured Property arising during any one period of seventy two (72) consecutive hours, caused by storm, tempest, flood or earthquake shall be deemed as a single event and therefore to constitute one occurrence with regard to the Excesses provided for herein. For the purpose of the foregoing the commencement of any such seventy two (72) hours period shall be decided at the discretion of the Insured it being understood and agreed, however, that there shall be no overlapping in any two or more such seventy two (72) hours periods in the event of damage occurring over a more extended period of time.

**24. Professional Fees Clause**

The Indemnity provided by this Policy is extended to include Architects, Surveyors and Consulting Engineers or other Professional Fees necessarily incurred in the reinstatement of the Insured Property consequent upon loss or damage but not for preparing any claim, it being understood that the amount payable for such fees shall not exceed those authorised under the scale of the appropriate Professional Body.

The liability of the insurers under this endorsement shall in no case exceed 10% of the loss amount per any one occurrence and Rs.----- in the aggregate.

**25. Clearance and Removal of Debris**

This Policy extends to cover costs and expenses necessarily incurred by the Insured with the consent of the Insurers in demolishing or removing debris of portions of the property insured by Section I destroyed or damaged by any peril hereby insured against upto an amount not exceeding -----% of the claim amount Rs. - ----- lacs per any one occurrence and Rs.----- in the aggregate.

**26. 50 : 50 Clause**

In respect of the subject matter Insured hereunder consigned from outside India:

- The Insured hereby undertakes to inspect each item of the subject matter Insured upon arrival at the contract site for possible damage sustained during transit.
- In the case of packed items which are to be left in their packaging until a later date the packaging is to be visually inspected for signs of possible damage and where such damage is visible the items are to be unpacked and inspected and any damage discovered reported to the Marine Insurers.
- Where the packaging of an item shows no visible signs of damage to such item having been sustained during transit any subsequent damage discovered upon unpacking will be dealt with by the Marine Insurers or the EAR Insurers according to whether it can be clearly established that such damage was caused before or after arrival at the contract site.
- Where it is not possible to clearly establish whether the damage to an item was caused before or after arrival at the contract site it is hereby agreed that the cost of such damage shall be shared equally between the Marine Insurers and the EAR Insurers, provided such a clause is included in the Marine Policy also.

**27. Cover for Increased Customs Duty**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, this insurance shall be extended to cover at the Insured exchange rate increased Customs Duty percentage payable on the replacement supplies over and above the Customs Duty taken into account while arriving at the sum insured of the affected item.

Provided always that such additional duty is incurred in connection with any loss or damage to the insured items recoverable under the policy and provided further that the amount payable hereunder shall not exceed Rs.----- in the aggregate.

Each and every claim payable under this extension shall be subject to an excess of 5% of the Additional Customs Duty incurred over and above the excess normally applicable.

**28. Loss Minimisation Expenses**



If upon the happening of any peril hereby insured resulting in actual damage to the Insured Property the Insured shall take all steps to minimise further loss or damage arising from that occurrence or accident, expenses necessarily and reasonably incurred by or on behalf of the Insured in an attempt to prevent or minimise such further loss or damage will be Indemnified upto a limit of Rs.----- in the aggregate.

### **29. Owners Surrounding Property**

It is hereby declared and agreed that the insured having paid the extra premium the policy extends to cover loss of or damage to property located on or adjacent to the Project Site and belonging to or held in care, custody or control of the Principal(s) or the Contractor (s) shall only be covered if occurring directly due to the erection, construction or testing of the items insured under Section I and happening during the period of cover. This cover does not apply to Construction / Erection Machinery, Plant and Equipment, Temporary Buildings and Temporary site installations.

Limit of indemnity shall be -----% of the policy Sum Insured.

The policy does not cover loss due to Fire, Lightning, Explosion and Aircraft damage unless specifically agreed and mentioned in the Policy Schedule.

### **30. Automatic Reinstatement**

Notwithstanding anything contained herein to the contrary it is hereby agreed and understood that the amounts insured are always to remain at risk and shall not be reduced following loss or damage insured hereunder so long as the aggregate of the sums paid and/or payable does not exceed 10% of the completely erected value - If restricted.

It is hereby declared and agreed that the insured having paid the extra premium the amount insured are always to remain at risk and shall not be reduced, so long as the aggregate of the sum paid and/or payable does not exceed----- % of sum insured.

### **31. Waiver of Subrogation**

It is hereby agreed and understood that otherwise subject to the terms exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall waive all their rights of subrogation or action which they may have or acquire against the assured and any person, firm or corporation having an association or affiliation at the time of loss with the assured through ownership or management subject to having been insured under this Policy.

### **32. Cover of Manufacturers' Risk**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and Insured having paid the premium, Item "d" under "Special Exclusion to Section I" shall be replaced by the following wording:

'This policy excludes the costs necessary to replace, repair or rectify any component part or individual item of the Property Insured which is defective in design, plan, specification, materials, or workmanship, but this exclusion shall not apply to other parts or items of the Property Insured unintentionally damaged as a consequence of such defect.'

This endorsement does, however, not apply to parts and items of civil engineering sections.

### **33. Limited Defective Condition Exclusion DE-3**

In consideration of the payment of an additional premium by the insured, notwithstanding anything contained herein to the contrary, it is herein agreed that the Exclusion I. d under Section I is replaced with exclusion(s) below: This policy excludes loss of or damage to and the cost necessary to replace repair or rectify.

- a. Property Insured which is in a defective condition due to a defect in design, plan, specification materials or workmanship of such Property Insured or any part thereof.
- b. Property Insured lost or damaged to enable the replacement repair or rectification of Property Insured excluded by (a) above.

Exclusion (a) above shall not apply to other Property Insured which is free of the defective condition but is damaged in consequence thereof.

For the purpose of the Policy and not merely this Exclusion the Property Insured shall not be regarded as lost or damaged solely by virtue of the existence of any defect in design plan specification materials or workmanship in the Property Insured or any part thereof.

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

#### **34. Defective Part Exclusion DE-4**

In consideration of the payment of an additional premium by the insured, notwithstanding anything contained herein to the contrary, it is herein agreed that the Exclusion I. d under Section I is replaced with exclusion(s) below: This Policy excludes loss of or damage to and the cost necessary to replace, repair or rectify.

- c. Any component part or individual item of the Property Insured which is defective in design plan specification materials or workmanship
- d. Property Insured lost or damaged to enable the replacement repair or rectification of Property Insured excluded by (a) above.

Exclusion (a) above shall not apply to other parts or items of Property Insured which are free from defect but are damaged in consequence thereof.

For the purpose of the Policy and not merely this exclusion the Property Insured shall not be regarded as lost or damaged solely by virtue of the existence of any defect in design plan specification materials or workmanship in the Property Insured or any part thereof.

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

#### **35. Design Improvement Exclusion DE-5**

In consideration of the payment of an additional premium by the insured, notwithstanding anything contained herein to the contrary, it is herein agreed that the Exclusion I. d under Section I is replaced with exclusion(s) below: This policy excludes

- a. The cost necessary to replace, repair or rectify any Property Insured which is defective in design, plan, specification materials or workmanship.
- b. Loss or damage to the Property Insured caused to enable replacement, repair or rectification of such defective property.

But should damage to the Property Insured (other than damage as defined in (b) above) result from such a defect this exclusion shall be limited to the costs of additional work resulting from improvement to the original design plan specification materials or workmanship.

For the purpose of the policy and not merely this Exclusion the Property Insured shall not be regarded as lost or damaged solely by virtue of the existence of any defect in design plan specification materials or workmanship in the Property Insured or any part thereof.

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

#### **36. Cover for Cross Liability**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed premium, the Third Party Liability cover of the Policy shall apply to the insured parties named in the Schedule as if a separate policy had

been issued to each party, provided that the Insurers shall not indemnify the Insured under this Endorsement in respect of liability for

- Loss of or damage to items insured or insurable under Section I of the Policy, even if not recoverable due to an excess or any limit.
- Fatal or non-fatal injury or illness of employees or workmen who are or could have been insured under Workmen's Compensation and/or Employers' Liability Insurance

The Insurers total liability in respect of the insured parties shall not however exceed in the aggregate for any one accident or series of accidents arising out of one event the limit of indemnity stated in the schedule.

### **37. Extended Maintenance Cover**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and Insured having paid the agreed extra premium this insurance shall be extended for the maintenance period specified hereunder to cover loss of or damage to the contract works.

- Caused by the insured contractor(s) in the course of the operations carried out for the purpose of complying with the obligations under the maintenance provisions of the contract.
- Occurring during the maintenance period, provided such loss or damage was caused on the site during the erection period before the certificate of completion for the lost or damaged section was issued.

Maintenance Period ----- months.

**Digit Contractor's All Risks Insurance**  
**Policy Wordings**  
**UIN: IRDAN158RP0065V01202021**

**1. Preamble**

WHEREAS the insured named in the schedule hereto had made to Go Digit General Insurance Ltd. (hereinafter called "the Company") a written proposal by completing a proposal form which together with any other statements made in writing by the Insured for the purpose of this policy, is deemed to be incorporated hereto.

NOW THIS POLICY OF INSURANCE WITNESSETH that subject to and in consideration of the Insured having paid to the Company, the premium mentioned in the schedule and subject to the terms, exclusions, provisions and conditions contained herein or endorsed hereon the Company will indemnify the Insured in the manner and to the extent hereinafter provided.

**2. General Exclusions**

The Company will not indemnify the Insured in respect of loss, damage or liability directly or indirectly 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, Military or usurped power, martial law, conspiracy, 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 defacto or by any Public, Municipal or Local Authority;
- b) Nuclear reaction, Nuclear radiation or Radioactive contamination;
- c) Wilful act or wilful negligence of the Insured or of his responsible representative;
- d) Cessation of work whether total or partial.
- e) Terrorism Damage Exclusion Warranty

Notwithstanding any provision to the contrary within this insurance it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force of violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.

The warranty also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to action taken in respect of any act of terrorism.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

In any action, suit or other proceedings where the Company, allege that by reason of the provisions of Exclusion (a) 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.

**3. Period of Cover**

**Construction Period:**

The liability of the Company shall commence, (notwithstanding any date to the contrary specified in the Schedule) only from the time of commencement of work after the unloading of the property specified in

the schedule from any conveyance at the site specified in the schedule whichever is earlier and shall expire on the date specified in the schedule. However, the Company's liability expires also for parts of the insured contract works taken over or put into service by the Principal prior to the expiry date specified in the policy whichever shall be earlier.

"If actual construction period is shorter than the period indicated in the schedule, no refund of premium shall be allowed unless specifically allowed by Insurers".

At the latest, the insurance shall expire on the date specified in the Schedule but if the work of construction included in the insurance is not completed within the time specified hereunder, the Company may extend the period of insurance, but the Insured shall pay to the Company additional premium at rates to be prescribed by the Company.

#### 4. General Conditions

1. The due observance and fulfilment of the terms of this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statement and answers in the questionnaire and proposal made by the Insured shall be a condition precedent to any liability of the company.
2. The Schedule and the Section(s) shall be deemed to be incorporated in and form part of this Policy and expression "this Policy" wherever used in this contract shall be read as including the Schedule and the Section(s). Any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule or of the Section(s) shall bear such meaning wherever it may appear.
3. The Insured shall at his own expense take all reasonable precautions and comply with all reasonable recommendations of the Company to prevent loss, damage or liability and comply with statutory requirements and manufacturers' recommendations.
4.
  - a) Representatives of the Company shall at any reasonable time have the right to inspect and examine the risk and the Insured shall provide the representatives of the Company with all details and information necessary for the assessment of the risk.
  - b) The Insured shall immediately notify the Company by letter or email and 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.

No material alteration shall be made or admitted by the Insured where by the risk is increased unless the continuance of the Insurance be confirmed in writing by the Company.

5. 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 email as well as in writing giving an indication as to the nature and extent of loss or damage;
  - b) take all steps within his power to minimise the extent of the loss or damage;
  - c) preserve the parts affected and make them available for inspection by a representative or Surveyor deputed by the company;
  - d) furnish all such information and documentary evidence as the Company may require;
  - e) inform the police authorities in case of loss or damage due to theft or burglary.

The Company shall not in any case be liable for loss, damage or liability of which no notice has been received by the Company within 14 days of its occurrence.

Upon notification being given to the Company under this condition the Insured may carry out the repair or replacement of any minor damage not exceeding Rs. 2,500/-. In all other cases a representative of the Company shall have the opportunity of inspecting the loss or damage before any repairs or alterations are affected. If a representative of the Company does not carry out the inspection within a period of time which could be considered as adequate under the circumstances the Insured is entitled to proceed with the repairs or replacement.

The liability of the Company under this Policy in respect of any item sustaining damage shall cease if said item is not repaired properly without delay.

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

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

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

8. If a claim is in any respect fraudulent, or if any false declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this Policy, or if a claim is made and rejected and no action or suit is commenced within three months after such rejection or, in case of arbitration taking place as provided therein, within three months after the Arbitrator or Arbitrators or Umpire have made their award, all benefits under this Policy shall be forfeited.
9. If at the time any claim arises under this Policy there be any other insurance covering the same loss, damage or liability the Company shall not be liable to pay or contribute more than their rateable proportion of any claim for such loss, damage or liability.
10. This insurance may be terminated at the request of the Insured at any time in which case the Insurers will refund appropriate premium amount subject to the following conditions:
  - i) Claims experience under the policy as on date of cancellation should be less than 60 % of reworked premium.
  - ii) "The unexpired period is not less than 3 months or 25 % of the policy period whichever is less".
  - iii) Testing period should not have commenced.

The Company may terminate the policy on grounds of misrepresentation, fraud, non-disclosure or non-cooperation by the Insured, giving 15 days' notice to the Insured for the cancellation and there would be no refund of premium.

## 5. SECTION I - MATERIAL DAMAGE

The Company hereby agrees with the Insured (subject to the exclusions and conditions contained herein or endorsed hereon) that if, at any time during the period of insurance stated in the said Schedule, or during any further period of extension thereof the property (except packing materials of any kind) or any part thereof described in the said Schedule be lost, damaged or destroyed by any cause, other than those specifically excluded hereunder, in a manner necessitating replacement or repair the Company will pay or make good all such loss or damage up to an amount not exceeding in respect of each of the items specified in the Schedule the sum set opposite thereto and not exceeding in the whole the total sum insured hereby.

The Company will also reimburse the Insured for the cost of clearance and removal of debris following upon any event giving rise to an admissible claim under this Policy but not exceeding in all the sum (if any) set opposite thereto in the Schedule.

### 5.1. EXCLUSIONS TO SECTION - I

The Company, shall not, however, be liable for:

- a) the first amount of the loss arising out of each and every occurrence shown as Excess in the Schedule;
- b) loss discovered only at the time of taking an inventory;
- c) normal wear and tear, gradual deterioration due to atmospheric conditions or lack of use or obsolescence or otherwise, rust, scratching of painted or polished surfaces or breakage of glass;
- d) loss or damage due to faulty design;
- e) the cost of replacement, repair or rectification of defective material and/or workmanship, but this exclusion shall be limited to the items immediately affected and shall not be deemed to exclude loss of or damage to correctly executed items resulting from an accident due to such defective material and/ or workmanship;
- f) the cost necessary for rectification or correction of any error during construction unless resulting in physical loss or damage;
- g) loss of or damage to files, drawings, accounts, bills, currency, stamps, deeds, evidence of debt, notes, securities, cheques, packing materials such as cases, boxes, crates;
- h) any damage or penalties on account of the Insured's non-fulfilment of the terms of delivery or completion under his Contract of construction or of any obligations assumed there under or lack of performance including consequential loss of any kind or description or for any aesthetic defects or operational deficiencies;
- i) loss of or damage to vehicles licensed for general road use or water borne vessels or Machinery/Equipment mounted or operated or fixed on floating vessels/craft/barges or aircraft.

### 5.2. PROVISIONS APPLYING TO SECTION – I

#### **Memo 1 - SUM INSURED:**

It is a requirement of this Insurance that the sum of insurance stated in the schedule shall not be less than the completely erected value of the property inclusive of freights, custom duty, erection cost and the insured undertakes to increase or decrease the amount of insurance in the event of any material fluctuation in the level of wages or prices. Provided always that such increase or decrease shall take effect only after the same has been recorded on the policy by the Company.

If in the event of the occurrence of a loss, or damage it is found that the Sum insured representing the completely erected value of the property and/or of particular item involved is less than the amount required to be insured, then the amount recoverable by the insured under this policy shall be reduced in such proportion as the Sum Insured bears to amount required to be insured.

#### **Memo 2 - PREMIUM ADJUSTMENT:**

The Sum Insured under the Policy representing the complete value of the contract works shall be adjustable at completion of the construction on the basis of actual values to be declared by the insured in respect of freight and handling charges, customs dues and construction cost and difference in premium shall be met with by payment at the rate agreed to or by the insured as the case may be. Any increase or decrease in the Prime cost of materials shall not be the subject matter of premium adjustment.

#### **Memo 3 - REINSTATEMENT OF SUM INSURED:**

In the event of loss or damage the Insurance shall notwithstanding be maintained in force during the period of insurance for the Sum Insured the Insured undertaking to pay a pro-rata additional premium on the full amount of each claim for the loss or damage from the date of such loss to the expiry of the period of Insurance.

#### **Memo 4 - BASIS OF LOSS SETTLEMENT:**



In the event of any loss or damage the basis of any settlement under this Policy shall be -

- a) in the case of damage which can be repaired the cost of repairs necessary to restore the property to their condition immediately before the occurrence of the damage less salvage, or
- b) in the case of a total loss - the actual value of the property immediately before the occurrence of the loss less salvage;

however, only to the extent the cost claimed has to be borne by the Insured and to the extent they are included in the Sum Insured and provided always that the provisions and conditions have been complied with.

All damages, which can be repaired, shall be repaired, but if the cost of repairing any damage equals or exceeds the value of the property immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in (b) above.

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.

The cost of any alterations, additions and/or improvements shall not be recoverable under this Policy.

**Memo 5 - EXTENSION OF COVER:**

Any extra charges incurred for overtime, work on holidays, express freight (excluding air freight) are not covered by this insurance unless agreed upon at an additional premium to be prescribed by the Company.

**Memo 6 - CONSTRUCTION PLANT AND MACHINERY:**

Loss of or damage to Construction Plant and Machinery excludes loss or damage directly caused by its own explosion or its own mechanical or electrical breakdown or derangement.

**Memo 7 - SURROUNDING PROPERTY:**

Loss of or damage to property located on or adjacent to the site and belonging to or held in care custody or control of the Principal (s) or the Contractor(s) shall only be covered if occurring directly due to the construction of the items insured under Section I and happening during the period of cover, and provided that a separate Sum therefore has been entered in the Schedule under Section I, for Principal's surrounding specified property. This cover does not apply to construction/erection machinery, plants and equipment.

**Memo 8 - MAJOR PERILS/AOG Perils:**

The major peril/Acts of God claims shall mean claims arising out of –

- a) Earthquake - Fire & Shock
- b) Landslide/Rockslide/Subsidence
- c) Flood/Inundation
- d) Storm/Tempest/Hurricane/Typhoon/Cyclone/Lightning or other atmospheric disturbances.
- e) Collapse
- f) Water damage for "wet" risks i.e. contract involving works in rivers, canals, lakes or sea.

**Memo 9. REINSTATEMENT OF THE INDEMNITY LIMIT:**

Reinstatement of the indemnity limit on payment of additional premium after occurrence of claim can be allowed for extensions like express freight, overtime, surrounding property, airfreight. However, in respect of Third-Party Liability, reinstatement can be allowed upto overall limit of Rs.1 crore during entire Policy period.

**Memo 10. THIRD PARTY LIABILITY:**

Third party liability (TPL) cover cannot be granted during extended maintenance.

**6. SECTION II - THIRD PARTY LIABILITY:**

The company will indemnify the insured against:

- a) legal liability for accidental loss or damage caused to property of other persons including property held in trust by or under custody of the Insured for which he is responsible excluding any such property used in connection with construction thereon.
- b) legal liability (liability under contract excepted) for fatal or non-fatal injury to any persons other than the Insured's own employees or workmen or employees of the owner of the works or premises or

other firms connected with any other construction work thereon, or members of the Insured's family or of any of the aforesaid; directly consequent upon or solely due to the construction of any property described in the Schedule.

Provided that the total liability of the Company during the period of Insurance under this cause shall not exceed the limits of Indemnity set opposite thereto in the Schedule.

In respect of a claim for compensation to which the indemnity provided herein applies, the Company will, in addition, indemnify the Insured against -

- a) all costs and expenses of litigation recovered by any claimant from the Insured,
- b) all costs and expenses incurred with the written consent of the Company.

The exclusion contained in paragraphs (d), (f) & (g) in Section I of this Policy shall apply also to this Section.

#### 6.1. EXCLUSIONS TO SECTION II:

The Company will not indemnify the Insured in respect of:

1. The Excess stated in the Schedule to be borne by the Insured in any one occurrence related to property damage.
2. Expenditure incurred in doing or redoing or making good or repairing or replacing anything covered or coverable under Section I of this Policy;
3. Liability consequent upon -
  - a) bodily injury to or illness of employees or workmen of the Contractor(s) or the Principal(s) or any other firm connected with the project which or part of which is insured under Section I, or members of their families;
  - b) Loss of or damage to property belonging to or held in care custody or control of the Contractor(s), the Principal(s) or any other firm connected with the project which or part of which is insured under Section - I, or an employee or workman of one of the aforesaid;
  - c) any accident caused by vehicles licensed for general road use or by waterborne vessels or aircraft;
  - d) any agreement by the Insured to pay any sum by way of indemnity or otherwise unless such liability would have attached also in the absence of such agreement.

#### 6.2. CONDITIONS APPLYING TO SECTION II:

1. No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company who shall be entitled, if they so desire, to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute for their own benefit in the name of the Insured 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.
2. The company may, so far as any accident is concerned, pay to the Insured the limit of indemnity for anyone accident/ anyone period, but deducting therefrom in such case any sum/s already paid as compensation in respect thereof or any lesser sum for which the claim or claims arising from such accident can be settled and the company shall thereafter be under no further liability in respect of such accident under this section.

#### 7. Customer Grievance Redressal Policy:

The Company is committed to extend the best possible services to its customers. However, if you are not satisfied with our services and wish to lodge a complaint, please feel free to call our 24X7 Toll free number 1800-258-5956 or you may email to the customer service desk at [hello@godigit.com](mailto:hello@godigit.com). After investigating the matter internally and subsequent closure, we will send our response.

Senior Citizens can now contact us on 1800-258-5956 or write to us at [seniors@godigit.com](mailto:seniors@godigit.com).

Office Location	Contact Details	Jurisdiction of Office (Union Territory, District)
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AHMEDABAD	Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06, Email: bimalokpal.ahmedabad@ecoi.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
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: bimalokpal.bengaluru@ecoi.co.in	Karnataka.
BHOPAL	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202, Fax: 0755 - 2769203, Email: bimalokpal.bhopal@ecoi.co.in	Madhya Pradesh, Chhattisgarh.
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 / 2596455, Fax: 0674 - 2596429, Email: bimalokpal.bhubaneswar@ecoi.co.in	Orissa.
CHANDIGARH	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468, Fax: 0172 - 2708274, Email: bimalokpal.chandigarh@ecoi.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh.
CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284, Fax: 044 - 24333664, Email: bimalokpal.chennai@ecoi.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).
DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504, Fax: 011 - 23230858 Email: bimalokpal.delhi@ecoi.co.in	Delhi.
GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2132204 / 2132205, Fax: 0361 - 2732937, Email: bimalokpal.guwahati@ecoi.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
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 - 65504123 / 23312122, Fax: 040 - 23376599, Email: bimalokpal.hyderabad@ecoi.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.
JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363, Email: Bimalokpal.jaipur@ecoi.co.in	Rajasthan.
ERNAKULAM	Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg, Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338, Fax: 0484 - 2359336, Email: bimalokpal.ernakulam@ecoi.co.in	Kerala, Lakshadweep, Mahe-a part of Pondicherry.
KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340, Fax: 033 - 22124341, Email: bimalokpal.kolkata@ecoi.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331, Fax: 0522 - 2231310, Email: bimalokpal.lucknow@ecoi.co.in	Districts of Uttar Pradesh: Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, 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.
MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960, Fax: 022 - 26106052, Email: bimalokpal.mumbai@ecoi.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253, Email: bimalokpal.noida@ecoi.co.in	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.
PATNA	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952, Email: bimalokpal.patna@ecoi.co.in	Bihar, Jharkhand.
PUNE	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555, Email: bimalokpal.pune@ecoi.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

If you do not get a satisfactory response from us and you wish to pursue other avenues for redressal of grievances, you may approach Insurance Ombudsman appointed by IRDAI under the Insurance Ombudsman Scheme.

Note: GOVERNING BODY OF INSURANCE COUNCIL, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106889/671/980, Fax: 022 - 26106949, Email: [inscoun@ecoi.co.in](mailto:inscoun@ecoi.co.in)

## DIGIT CONTRACTOR'S ALL RISKS INSURANCE

### Endorsements

#### 1. PIPELINE CONSTRUCTION

Notwithstanding the conditions and provisions and endorsements of the policy, it is understood and agreed that the following special conditions shall apply -

- a) Excavated material shall be deposited at least one meter away from the trench.
- b) The length of trenches totally or partially opened at any one time shall never exceed in respect of any one work face \_\_\_\_ meters all work faces' combined total \_\_\_\_ meters.
- c) Pipe shall be secured against heaving or floating up by covering them sufficiently and as soon as practicable.
- d) The open ends of pipes shall be provisionally sealed at the end of each working day or in the event of immediate danger of flooding, otherwise expenses for clearing and cleaning of mud-filled pipeline sections shall not be indemnified.
- e) Loss or damage arising from pressure testing producing tensions exceeding the yield point guaranteed by the manufacturer shall not be covered.
- f) Loss of testing media shall not be covered.
- g) Cost incurred in searching for leaks are indemnified
  - up to but not exceeding the limit per event of Rs \_\_\_\_
  - up to an aggregate limit for the policy period of \_\_\_\_
 however only if the leaks are a consequence of an insured event.
- h) The Insurer is not liable for any claims due to pollution from any cause whatsoever.

#### 2. EXCLUSION OF LOSS OF STABILISING FLUID

Notwithstanding the conditions, provisions and other endorsements of the policy, it is agreed and understood that the Insurers shall not be liable to indemnify the Insured in respect of loss of bentonite or other stabilizing fluid even if the quantity of losses originally expected is exceeded.

#### 3. ROAD CONSTRUCTION

It is hereby warranted and agreed that, notwithstanding anything contained in this policy to the contrary, the following special conditions shall apply

The length of the working area (excavation and construction of coffer etc., however except final surfacing) shall never exceed \_\_\_\_ meters at any work face and a total of \_\_\_\_ meters at all work faces combined.

#### 4. PILING CONSTRUCTION

Notwithstanding the conditions, provisions and other endorsements of the Policy, it is agreed and understood that the Insurers shall not be liable to indemnify the Insured in respect of -

- a) Loss of or damage to piles and/or casings due to misplacement, jamming and/or extraction thereof.
- b) Costs incurred in case of abandoned piling work, for any reasons not related to accidental loss or damage and mainly due to unforeseen ground conditions when piles cannot be driven to the required depth.

#### 5. ABANDONMENT OF SHAFTS

It is hereby agreed and declared that, notwithstanding anything contained in the contrary, this endorsement excludes any loss or damage resulting as a consequence of shaft being abandoned due to any reason whatsoever.

#### 6. CROPS, FORESTS, CULTIVATED AREAS

Notwithstanding the conditions, provisions and other endorsements of the Policy, it is agreed and understood that the Insurers shall not be liable to indemnify the Insured in respect of any loss, damage or liability directly or indirectly caused to crops, forests and/or other cultures during the execution of the contract works.

**7. EXISTING UNDERGROUND CABLES**

Notwithstanding the conditions, provisions and other endorsements of the Policy, it is understood and agreed that the following special conditions shall apply:

The Insurers shall not be liable under the Policy to indemnify loss or damage to existing underground cables or pipes of any kind (electric cables, telephone cables, water and gas pipes, sewers and other pipelines, etc.) unless prior to the commencement of works –

- the Insured had requested and obtained from the public authorities or the owners of such an underground system the exact position of all cables or pipes.
- the Insured had traced their existence and indicated location.

The indemnity shall in any case be restricted to the repair costs of such cables or pipes. Any consequential damage shall be excluded from the policy cover.

**8. CONTRACT WORKS TIME SCHEDULE**

Notwithstanding the conditions, provisions and other endorsements of the Policy it is understood and agreed that –

- a) The contract works time schedule together with plans, documents and specifications supplied and any other statements made by the Insured with respect of works programme is deemed to be incorporated herein.
- b) The Insurers shall not indemnify the Insured in respect of loss or damage caused by, or arising out of, or aggravated by deviations from the contract works time schedule exceeding four weeks, unless the Insurers had agreed in writing to such a deviation before a loss occurred.

This memo applies only to the dam works during period of river diversion

**9. TEMPORARY ACCESS ROADS**

Irrespective of the periods of Insurance specified in the Policy, the Insurer will indemnify the Insured only for unforeseen accidental loss or damage to temporary access roads insured under the Policy if such loss or damage occurs prior to such roads being completed or taken into use for their purpose by the contractors, whichever takes place first.

**10. SPECIAL CONDITIONS CONCERNING THE CONSTRUCTION OF DAM AND WATER RESERVOIR**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in Policy or endorsed thereon the Insurers will not indemnify the Insured in respect of –

- grouting of soft rock areas and/or other additional safety measure even if their necessity arises only during construction,
- expenses incurred for dewatering even if the quantities of water originally expected are exceeded substantially,
- loss or damage due to breakdown of the dewatering system if such breakdown could have been avoided by sufficient stand-by facilities,
- expenses incurred for additional sealing or water proofing and additional facilities for the discharge of run off and or underground water,
- expenses incurred for the repairs of eroded slopes or other graded areas, if the Insured has failed to take the measures required or to take them in time,
- loss or damage due to subsidence if caused by insufficient compacting, cracks and leakage not caused by Insured peril.

**11. SPECIAL CONDITIONS CONCERNING SAFETY MEASURES WITH RESPECT TO PRECIPITATION, FLOOD AND INUNDATION**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the policy or endorsed thereon, the Insurers shall indemnify the Insured for loss, damage or

liability caused directly or indirectly by precipitation only if adequate precautions have been taken in designing and executing the project involved.

In this context, adequate precautions shall mean that allowance is made for precipitation, flood and inundation up to a return period of 10 years for the location insured and the entire policy period on the basis of statistics prepared by the Meteorological agencies.

Loss, damage or liability resulting from the Insured's not immediately removing obstruction (e.g. sand, trees) from watercourses, whether carrying water or not, in order to maintain free water flow shall not be indemnifiable.

#### 12. SPECIAL CONDITIONS CONCERNING REMOVAL OF DEBRIS FROM LANDSLIDES

It is agreed and understood that otherwise subject to the terms, exclusion, provisions and conditions contained in the policy or endorsed thereon, the insurer shall not indemnify the insured in respect of:

- Expenses incurred for the removal of debris from the landslide in excess of the costs of excavating the original materials from the area affected by such landslides.
- Expenses incurred for the repair of eroded slopes or other graded areas if the Insured has failed to take the measures required or to take them in time.

#### 13. ENDORSEMENT FOR ESCALATION PROVISION

In consideration of the payment of additional premium by the insured, It is hereby declared and agreed that the Company shall provide for escalation in Sum Insured under items of Section I of the schedule attached to the policy up to \_\_\_\_ % of the Original Site value, the basis of claim settlement shall be the original Site value of effected equipment plus increase in cost of replacement, if any, provided that the increase in the value of such equipment does not exceed \_\_\_\_% of the original site value.

It is also hereby declared and agreed that in the event of a claim the insured would be considered as fully insured up to the Sum Insured inclusive of \_\_\_\_% increase as per selected escalation and under-insurance would apply only in the event of the cost of replacement of the effected equipment exceeding the original value of selected \_\_\_\_% towards escalation.

It is however understood and agreed that the premium collected against price escalation herein above shall not be subject to refund the premium adjustment clause in the memo 2 of the policy.

It is further understood and agreed that in case of additional premium chargeable during final adjustment, additional escalation premium will be charged to the insured but in case of any premium refundable during final adjustment no refund shall be allowed against the escalation premium already charged to the insured.

#### 14. Cover of Extra Charges for Overtime, Night Work, Work on Public Holidays, Express Freight Excluding Air Freight

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and the Insured having paid the agreed premium the Insurer shall indemnify the insured, extra charges for Overtime, Night Work, and Work on Public Holidays and Express freight (Excluding Air Freight).

Provided always that such extra charges are incurred in connection with any loss of or damage to the insured items recoverable under the Policy. If the sum(s) insured of the damaged item(s) is/are less than the amount(s) required to be insured, the amount payable under this Endorsement for such extra charges shall be reduced in the same proportion.

Provided always that the amount payable shall not exceed the \_\_\_\_\_% of loss amount or limit selected in the Policy Schedule whichever is lower and as the case may be, per any one occurrence.

#### 15. Air Freight

It is hereby declared and agreed that the policy shall also indemnify towards Air freight incurred by the Insured in connection with the indemnifiable loss under the policy.



In consideration thereof an agreed additional premium is charged hereby. Limit of indemnity shall be as mentioned in the Policy Schedule against this Add-On Cover during the currency of the Policy.

Each and every claim payable under this Add-On Cover shall be subject to a minimum Excess of 5% of the Air freight incurred over and above the excess as applicable under the policy.

The Indemnity for such Air Freight will stand reduced after occurrence of the claim unless reinstated by the payment of an additional premium prescribed by the company.

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

#### 16. Additional Custom Duty

In consideration of the insured having paid an agreed additional premium, It is hereby declared and agreed that the insured shall also be indemnified during the policy period, towards the additional Custom Duty amount mentioned in the Policy schedule against this Add-On Cover, which may be incurred by the insured over and above the custom Duty amount taken into account in arriving at the Sum Insured of the affected item.

Each and every claim payable under this Add-On Cover shall be subject to an Excess of 5% of the admissible Additional Custom duty incurred and will be in addition to the excess amount applicable for the affected item under the policy.

The limit of indemnity against Additional Customs Duty could be reinstated at the time of settlement of claims and that such an approach could be extended even in respect of marine claims, in case, a combined MCE All Risks Policy had been issued'.

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

#### 17. Maintenance Visits And Extended Maintenance Cover

##### **a) Limited Maintenance Visits Cover**

In consideration of the payment of an additional premium by the insured (which is included in the Total Premium set forth in the schedule), it is hereby declared and agreed that the indemnity provided by this policy is extended to include maintenance cover for the period of \_\_\_\_ months to be reckoned from the date of completion or handing over, provided the policy period has been extended till completion or handing over. However, during the Maintenance Period this Insurance shall cover solely loss of or damage to the contract works caused by the insured contractor(s) in the course of the operations carried out for the purpose of complying with the obligations under the maintenance provisions of the contract.

##### **b) Extended Maintenance Cover**

In consideration of the payment of an additional premium by the Insured (which is included in the total premium set forth in the schedule) it is hereby declared and agreed that the indemnity provided by this policy is extended to include Maintenance Cover for the period of \_\_\_\_ months to be reckoned from the date of completion or handing over, provided the policy period has been extended till completion or handing over. However, during the Maintenance period this insurance shall cover loss or damage to the contract works

- i. Caused by the Insured contractor(s) in the course of the operations carried out for the purpose of complying with the obligations under the maintenance provisions of the contract.
- ii. Occurring during the maintenance period provided such loss or damage was caused on the site during the erection period.

##### **WARRANTY CONCERNING EXTENDED MAINTENANCE COVER**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, this insurance shall be extended for the maintenance period specified hereunder to cover loss or damage to the contract works

- Caused by the insured contractor(s) in the course of the operations carried out for the purpose of complying with the obligations under the maintenance provisions of the contract.

- Occurring during the maintenance period provided such loss or damage was caused on the site during the erection period before the certificate of completion for the loss or damaged section was issued.  
Maintenance cover from \_\_\_\_\_ to \_\_\_\_\_  
Extra premium \_\_\_\_\_

## 18. Terrorism Damage Cover Endorsement (Material Damage Only)

### Insuring Clause

Subject otherwise to the terms, exclusions, provisions and conditions contained in the Policy and in consideration of the payment by the Insured to the Company of additional premium as stated in the Schedule, it is hereby agreed and declared that notwithstanding anything stated in the "Terrorism Risk Exclusion" of this Policy to the contrary, this Policy is extended to cover physical loss or physical damage occurring during the period of this Policy caused by an act of terrorism, subject to the exclusions, limits and excess hereinafter contained,

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

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

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

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

### **LOSSES EXCLUDED**

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

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

8. loss or damage by electronic means including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon.  
This exclusion shall not operate to exclude losses (which would otherwise be covered under this Policy) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile;
9. loss or damage caused by vandals or other persons acting maliciously or by way of protest or strikes, labour unrest, riots or civil commotion;
10. loss or increased cost occasioned by any public or government or local or civil authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any property insured hereunder;
11. any consequential loss or damage, loss of use, delay or loss of markets, loss of income, depreciation, reduction in functionality, or increased cost of working;
12. loss or damage caused by factors including but not limited to cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service;
13. loss or increased cost as a result of threat or hoax;
14. loss or damage caused by or arising out of burglary, house - breaking, looting, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any action taken in respect of an act of terrorism;
15. loss or damage caused by mysterious disappearance or unexplained loss;
16. loss or damage directly or indirectly caused by mould, mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health;
17. total or partial cessation of work or the retardation or interruption or cessation of any processor operations or omissions of any kind.

#### **LIMIT OF INDEMNITY**

The limit of indemnity under this cover shall not exceed the Total Sum Insured given in the Policy Schedule or INR 20,000,000,000 whichever is lower. In respect of several insurance policies within the same compound/location with one or different insurers, the maximum aggregate loss payable per compound/location by anyone or all insurers shall be INR 20,000,000,000. If the actual aggregate loss suffered at one compound/location is more than INR 20,000,000,000, the amounts payable towards individual policies shall be reduced in proportion to the sum insured of the policies.

#### **EXCESS \***

##### **Shops & Residential Risks:**

1% of the claim amount for each and every claim subject to Minimum of INR 10,000 and Maximum of INR 500,000

##### **Non-Industrial Risks:**

1% of the claim amount for each and every claim subject to Minimum of INR 25,000 and Maximum of INR 1,000,000

##### **Industrial Risks:**

5% of the claim amount for each and every claim subject to Minimum of INR 100,000 and Maximum of INR 25,00,000

\*Whichever is applicable.

#### **ADD ON COVERS**

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

**MID TERM COVER**

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

**SANCTION, LIMITATION AND EXCLUSION CLAUSE**

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

**CANCELLATION CLAUSE**

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

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

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

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## **Other Endorsements as per TAC Circular**

### **(Endorsements relating to Large Projects with Sum Insured above Rs.100 Crs.)**

#### **19. Escalation Clause**

It is hereby declared and agreed that the insured having paid the agreed extra premium, Company shall provide for escalation in Sum Insured under items of Section I of the Schedule attached to the policy upto ---% of the original Site Value, the basis of claim settlement shall be the original site value of affected equipment/ property as insured plus increase in cost of replacement/ reconstruction, if any provided that the increase in the value of such equipment/ property does not exceed ----- % of the original site value as insured.

It is also hereby declared and agreed that in the event of a claim the Insured would be considered as fully insured upto the Sum Insured inclusive of -----% increase as per selected escalation and underinsurance would apply only in the event of the cost of replacement / reconstruction of the affected equipment/property exceeding the original value as insured inclusive of selected ----- % towards escalation.

It is however understood and agreed that the premium collected against escalation provision shall not be subject to refund of premium as provided in the premium adjustment clause.

It is further understood and agreed that in case of additional premium chargeable during final adjustment, additional escalation premium will be charged to the insured but in case of any premium refundable during final adjustment no refund shall be allowed against the escalation premium already charged to the Insured.

#### **20. Clearance and Removal of Debris**

This Policy extends to cover costs and expenses necessarily incurred by the Insured with the consent of the Insurers in demolishing or removing debris of portions of the property insured by Section I destroyed or

damaged by any peril hereby insured against upto an amount not exceeding \_\_\_% of the claim amount, Rs. \_\_\_\_\_ per any one occurrence and Rs. \_\_\_\_\_ in the aggregate.

The Policy Excesses (Normal and AOG/Collapse claims) should apply for 'Clearance and Removal of Debris' also.

#### 21. Owners Surrounding Property

It is hereby declared and agreed that the insured having paid the extra premium the policy extends to cover loss of or damage to property located on or adjacent to the Project Site and belonging to or held in care, custody or control of the Principal(s) or the Contractor (s) shall only be covered if occurring directly due to the erection, construction or testing of the items insured under Section I and happening during the period of cover. This cover does not apply to Construction / Erection Machinery, Plant and Equipment, Temporary Buildings and Temporary site installations.

Limit of indemnity shall be \_\_\_\_\_% of the policy Sum Insured.

The policy does not cover loss due to Fire, Lightning, Explosion and Aircraft damage unless specifically agreed and mentioned in the Policy Schedule.

The Policy Excesses (Normal and AOG/Collapse claims) should apply for Surrounding Property also.

#### 22. Extended Maintenance Cover

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and Insured having paid the agreed extra premium this insurance shall be extended for the maintenance period specified hereunder to cover loss of or damage to the contract works.

- Caused by the insured contractor(s) in the course of the operations carried out for the purpose of complying with the obligations under the maintenance provisions of the contract.
- Occurring during the maintenance period, provided such loss or damage was caused on the site during the erection period before the certificate of completion for the lost or damaged section was issued.

Maintenance Period ----- months.

#### 23. Cover of Extra Charges for Overtime, Night Work, Work on Public Holidays, Express Freight including Air Freight

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and "Insured having paid the agreed premium" the Insurer shall indemnify the insured, extra charges for Overtime, Night Work, Work on Public Holidays and Express freight (including Air Freight).

Provided always that such extra charges are incurred in connection with any loss of or damage to the insured items recoverable under the Policy.

If the sum(s) insured of the damaged item(s) is/are less than the amount(s) required to be insured, the amount payable under this Endorsement for such extra charges shall be reduced in the same proportion.

Provided always that the amount payable shall not exceed -----% of loss amount per any one occurrence and that the indemnity in respect of Air Freight shall be subject to an additional excess of -----% of the Air Freight incurred per claim.

#### 24. Special Conditions Concerning Fire Fighting Facilities

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall only indemnify the Insured for loss or damage resulting directly or indirectly from fire and/or explosion if the following requirements are fulfilled:-

- Adequate fire-fighting equipment and extinguishing agents of sufficient capacity must always be available at the site and ready for immediate use.
- Sufficient number of workmen must be fully trained in the use of such equipment and must be available for immediate intervention at all times.

- If storage of material for the construction or erection of the contract works is necessary at site or any other location within India, storage must be subdivided into storage units not exceeding the equivalent value of Rs.----- per storage unit. The individual storage units must either be at least 10 meters apart or separated by fire-proof walls.

All inflammable materials (such as shuttering material not fitted for concreting, litter, etc.) and especially all inflammable liquids and gases must be stored at a sufficiently large distance from the property under construction or erection and any hot work like welding etc.

- Provided further that in respect of storages of Indian sourced materials at locations other than the site, the amount payable shall not exceed Rs.----- at any one location.
- Welding, soldering or the use of an open flame in the vicinity of combustible material is permitted only if at least one workman suitably equipped with extinguishers and well trained in fire-fighting is present.
- At the beginning of testing all fire-fighting facilities designed for the operation of the plant must be installed and serviceable.

#### 25. 72 Hours Clause

It is agreed that any loss of or damage to the Insured Property arising during any one period of seventy two (72) consecutive hours, caused by storm, tempest, flood or earthquake shall be deemed as a single event and therefore to constitute one occurrence with regard to the Excesses provided for herein. For the purpose of the foregoing the commencement of any such seventy two (72) hours period shall be decided at the discretion of the Insured it being understood and agreed, however, that there shall be no overlapping in any two or more such seventy two (72) hours periods in the event of damage occurring over a more extended period of time.

#### 26. Professional Fees Clause

The Indemnity provided by this Policy is extended to include Architects, Surveyors and Consulting Engineers or other Professional Fees necessarily incurred in the reinstatement of the Insured Property consequent upon loss or damage but not for preparing any claim, it being understood that the amount payable for such fees shall not exceed those authorised under the scale of the appropriate Professional Body.

The liability of the insurers under this endorsement shall in no case exceed 10% of the loss amount per any one occurrence and Rs.----- in the aggregate.

#### 27. 50 : 50 Clause

In respect of the subject matter Insured hereunder consigned from outside India:

- The Insured hereby undertakes to inspect each item of the subject matter Insured upon arrival at the contract site for possible damage sustained during transit.
- In the case of packed items which are to be left in their packaging until a later date the packaging is to be visually inspected for signs of possible damage and where such damage is visible the items are to be unpacked and inspected and any damage discovered reported to the Marine Insurers.
- Where the packaging of an item shows no visible signs of damage to such item having been sustained during transit any subsequent damage discovered upon unpacking will be dealt with by the Marine Insurers or the EAR Insurers according to whether it can be clearly established that such damage was caused before or after arrival at the contract site.
- Where it is not possible to clearly establish whether the damage to an item was caused before or after arrival at the contract site it is hereby agreed that the cost of such damage shall be shared equally between the Marine Insurers and the EAR Insurers, provided such a clause is included in the Marine Policy also.

#### 28. Cover for Increased Customs Duty

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, this insurance shall be extended to cover at the Insured exchange rate increased Customs Duty



percentage payable on the replacement supplies over and above the Customs Duty taken into account while arriving at the sum insured of the affected item.

Provided always that such additional duty is incurred in connection with any loss or damage to the insured items recoverable under the policy and provided further that the amount payable hereunder shall not exceed Rs.----- in the aggregate.

Each and every claim payable under this extension shall be subject to an excess of 5% of the Additional Customs Duty incurred over and above the excess normally applicable.

### 29. Loss Minimisation Expenses

If upon the happening of any peril hereby insured resulting in actual damage to the Insured Property the Insured shall take all steps to minimise further loss or damage arising from that occurrence or accident, expenses necessarily and reasonably incurred by or on behalf of the Insured in an attempt to prevent or minimise such further loss or damage will be Indemnified upto a limit of Rs.----- in the aggregate.

### 30. Automatic Reinstatement

Notwithstanding anything contained herein to the contrary it is hereby agreed and understood that the amounts insured are always to remain at risk and shall not be reduced following loss or damage insured hereunder so long as the aggregate of the sums paid and/or payable does not exceed 10% of the completely erected value - If restricted.

It is hereby declared and agreed that the insured having paid the extra premium the amount insured are always to remain at risk and shall not be reduced, so long as the aggregate of the sum paid and/or payable does not exceed----- % of sum insured.

### 31. Waiver of Subrogation

It is hereby agreed and understood that otherwise subject to the terms exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall waive all their rights of subrogation or action which they may have or acquire against the assured and any person, firm or corporation having an association or affiliation at the time of loss with the assured through ownership or management subject to having been insured under this Policy.

### 32. Extended Defective Condition Exclusion DE-2

In consideration of the payment of an additional premium by the insured, notwithstanding anything contained herein to the contrary, it is herein agreed that the Exclusion I. d under Section I is replaced with exclusion(s) below:

This policy excludes loss of or damage to and the cost necessary to replace, repair or rectify:

- a. Property Insured which is in a defective condition due to a defect in design, plan, specification materials or workmanship of such Property Insured or any part thereof.
- b. Property Insured which relies for its support or stability on (a) above
- c. Property Insured lost or damage to enable the replacement repair or rectification of Property Insured excluded by (a) and (b) above.

Exclusion (a) and (b) above shall not apply to other Property Insured which is free of the defective condition but is damaged in consequence thereof.

For the purpose of the Policy and not merely this Exclusion the Property Insured shall not be regarded as lost or damage solely by virtue of the existence of any defect in design plan specification materials or workmanship in the Property Insured or any part thereof.

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

### 33. Limited Defective Condition Exclusion DE-3

In consideration of the payment of an additional premium by the insured, notwithstanding anything contained herein to the contrary, it is herein agreed that the Exclusion I. d under Section I is replaced with exclusion(s) below:

This policy excludes loss of or damage to and the cost necessary to replace repair or rectify.



- a. Property Insured which is in a defective condition due to a defect in design, plan, specification materials or workmanship of such Property Insured or any part thereof.
- b. Property Insured lost or damaged to enable the replacement repair or rectification of Property Insured excluded by (a) above.

Exclusion (a) above shall not apply to other Property Insured which is free of the defective condition but is damaged in consequence thereof.

For the purpose of the Policy and not merely this Exclusion the Property Insured shall not be regarded as lost or damaged solely by virtue of the existence of any defect in design plan specification materials or workmanship in the Property Insured or any part thereof.

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

#### 34. Design Improvement Exclusion DE-5

In consideration of the payment of an additional premium by the insured, notwithstanding anything contained herein to the contrary, it is herein agreed that the Exclusion I. d under Section I is replaced with exclusion(s) below:

This policy excludes

- a. The cost necessary to replace, repair or rectify any Property Insured which is defective in design, plan, specification materials or workmanship.
- b. Loss or damage to the Property Insured caused to enable replacement, repair or rectification of such defective property.

But should damage to the Property Insured (other than damage as defined in (b) above) result from such a defect this exclusion shall be limited to the costs of additional work resulting from improvement to the original design plan specification materials or workmanship.

For the purpose of the policy and not merely this Exclusion the Property Insured shall not be regarded as lost or damaged solely by virtue of the existence of any defect in design plan specification materials or workmanship in the Property Insured or any part thereof.

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

#### 35. Cover for Cross Liability

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed premium, the Third Party Liability cover of the Policy shall apply to the insured parties named in the Schedule as if a separate policy had been issued to each party, provided that the Insurers shall not indemnify the Insured under this Endorsement in respect of liability for

- Loss of or damage to items insured or insurable under Section I of the Policy, even if not recoverable due to an excess or any limit.
- Fatal or non-fatal injury or illness of employees or workmen who are or could have been insured under Workmen's Compensation and/or Employers' Liability Insurance

The Insurers total liability in respect of the insured parties shall not however exceed in the aggregate for any one accident or series of accidents arising out of one event the limit of indemnity stated in the schedule.

## Digit Fidelity Guarantee Insurance Policy

UIN: IRDAN158RP0063V01202021

### 1. PREAMBLE

The proposal and declaration provided by You to Us, Go Digit General Insurance Limited (hereinafter called the "Company"), forms the basis of this insurance and having received Your premium, We are happy to issue this policy to You and indemnify You against the covered events discovered during the Policy Period stated in the Policy Schedule or during any further Period for which the Company may accept payment for the renewal or extension of this Policy.

### 2. Operative Clause

We hereby agree, subject to the terms, provisions, exceptions, definitions, conditions, warranties and exclusions herein contained, or endorsed or otherwise expressed hereon, to indemnify You against a direct financial loss sustained by reason of any act of fraud or dishonesty committed by the Employee with the primary intention to obtain personal financial gain:

- a) On or after the date of commencement of this Policy or the retroactive date mentioned in the Policy Schedule; and
- b) During uninterrupted service of the Employee with You and discovered during the continuance of this Policy or within twelve calendar months of the expiration thereof; and
- c) In the case of death, dismissal or retirement of the Employee within twelve calendar months of such death, dismissal or retirement whichever of these events shall first happen.

Provided always that:

- i. Our liability shall not exceed
  - a. in respect of any employee the Sum Insured stated in the Policy Schedule against his name or as declared herein.
  - b. In respect of all claims under this Policy, the Total Sum Insured stated in the Policy Schedule.
- ii. If this Policy shall be continued in force for more than one Period of Indemnity or if any liability shall exist on Our part under this Policy and also under any other Policy in respect of fraud or dishonesty of the Employee, Our liability hereunder shall not be accumulated or increased thereby but Our aggregate liability 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 Sum Insured hereunder or the Sum Insured under any other such Policy as aforesaid whichever is greater.
- iii. We shall not be liable to pay more than one claim in respect of the action of any one Employee.

### 3. Definition

1. **Business** means the business of the Insured as stated in the Policy Schedule.
2. **Claim** means a claim under the Operative clause in respect of an insured event that has taken place against which the Insured has made a demand for payment.
3. **Direct Financial Loss** shall mean the loss of moneys and or stock at prime cost belonging to You proved to have been criminally misappropriated and disposed of by the Employed excluding any consequential loss of any kind.

4. **Dishonesty** refers to breach of faith on the part of the employee resulting in pecuniary loss to the employer which results from such breach of faith on the part of the employee.
5. **Employee** means any person (other than a person whose employment is of a causal nature and who is employed otherwise than for the purposes of the Insured's trade or business) who has entered into a contract of employment with Insured whether such contract of employment is expressed or implied, verbal or in writing.
6. **Excess/Deductible** means the amount stated in the Schedule, which shall be borne by the Insured in respect of each and every Claim made under this Policy.
7. **Fraud** means obtaining a pecuniary advantage by the perpetrator of the fraud, through unfair or wrongful means.
8. **Money** means Cash, current coins, Bank and Currency Notes, Cheques, Postal Order, Current postage stamps which are not part of a collection and luncheon Voucher.
9. **Policy** means the Proposal, Policy Wording, the Policy Schedule and Applicable Endorsements under the Policy. The Policy contains details of the extent of cover available to the Insured, the Exclusions under the Cover and the Terms, Conditions, Warranties, Deductible, Excess and Limitations.
10. **We, Us, Our, Ours, Digit, Company, Insurer** means Go Digit General Insurance Limited
11. **You, Your, Yours, Yourself, Insured** means the Person or organisation named in the Policy Schedule.

#### 4. EXCLUSIONS

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

1. The amount of the Excess specified in the Policy Schedule ascertained after the application of all other terms and conditions of this Policy including any condition of average (under-insurance).
2. Any losses arising outside India.
3. Any loss Discovered more than 12 months after the termination either of this policy or of the service of employee concerned.
4. Where there has been any change in the agreed system of check of accounting precautions without the Insurer's prior consent.
5. Any loss caused by an employee after discovery of his previous fraud or dishonesty.
6. Any losses such as stock taking shortages, trading losses, not caused by fraud or dishonesty.
7. Liability arising out of violation of any Rules and Regulation of the Govt. or Statutory authorities.
8. Any consequential losses of any kind like loss of profit, any loss not reflected in the Insured's books of account, loss of opportunity, business interruption, market loss, loss of gain or potential income or gain which should have accrued to the Insured (including but not limited to interest and dividends).
9. Any legal liability of any kind.
10. Losses arising by usage of ATM, charge and credit cards and internet initiated or operated fraud or the wire transfer of monies to or from any natural person or entity.
11. Any additional expenses incurred by You towards preparation of documents for substantiating the claim.
12. Any fact or matter or circumstance of which You were, or ought reasonably to have been aware at the commencement of the Policy Period.
13. Loss of money due to any misfeasance, malfeasance or nonfeasance or breach of trust in relation to money by You.

14. In the event of fraud or dishonesty by an Employee that occurs after You have suspected or had reasonable cause to suspect him of fraud or dishonesty or after You became aware of an act of fraud or dishonesty by that Employee or any material fact bearing on the honesty of that Employee.
15. We are not liable for and no indemnity will be provided in respect of any loss arising in circumstances where:
  - i. You carry on any business other than the Business specified in the Policy Schedule, and/or
  - ii. there is any material change in the facts and matters stated in the proposal, and/or
  - iii. the duties or terms of service of Employees differ from those described in the proposal, and/or
  - iv. the precautions and checks for ensuring the accuracy of Your accounts and stocks are not as described in the Your proposal
16. Arising out of misappropriation of foreign currency by Your Employee.
17. By trading in securities or derivatives in Your name or otherwise and whether in a genuine or fictitious account.

## 5. GENERAL CONDITIONS

### 1. Notice

All notices and communications in relation to this Policy are to be sent to the Company in writing or in electronic format.

### 2. Disclosure of Information

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

### 3. Fraud

If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or device are used by You or any one acting on Your behalf to obtain any benefit under this policy, all benefits and rights under the Policy shall be forfeited.

### 4. Observance of Terms and Conditions

The due observance and fulfilment of the terms, conditions and endorsement of 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 proposal shall be a condition precedent to any liability of the Company to make any payment under this Policy.

### 5. Reasonable Care:

You shall take all ordinary and reasonable precautions for the safety of the property insured, and shall keep complete and accurate books of account, and in relation to any merchandise You shall keep a complete and accurate record of all business purchases, sales and deliveries in and out of the premises, and such record shall be regularly entered up as soon as such purchases sales or deliveries shall have taken place.

### 6. Records to be Maintained

If any part of the premium or renewal is based on estimates furnished by You, then You shall keep an accurate record containing all relevant particulars and shall allow Us to inspect such record. You shall within one month after the expiry of each Period of Insurance, furnish such information as We may require. The premium or renewal premium shall thereupon be adjusted, and the difference paid by or allowed to You.

### 7. Claim Notification

It is a condition precedent to Our liability, that on the discovery of any act or default or any circumstances which may give rise to a claim, You shall:

- a. forthwith give written notice to the issuing office of the Company, immediately and, in any event, within 7 days;
- b. report the loss to the Police immediately and in any event within 24 hours of its discovery and FIR obtained;
- c. take all reasonable steps to minimize the quantum of any Claim that may be made and/or any further loss that might arise, and
- d. expeditiously and at Your cost provide Us and Our representatives and appointees with access to and all of the information, assistance, records and documentation in relation to the loss and Our liability hereunder that might reasonably be required.

#### **8. Basis of Loss Payment**

- a. If a loss is sustained by You as a result of the fraudulent or dishonest conduct of a named employee/ a category of employee , the liability shall be restricted to the Sum Insured under the Policy against the said employee/the said category of the employee or the value of the actual cash value of money, bullion, travellers cheques, negotiable instruments, bearer bonds or coupons, stamps, cheques or similar instrument, stocks held on trust on the day upon which the loss is discovered, whichever is lower.
- b. If the number of people covered for insurance under this policy against the category of employees is less than the actual number of employees in the said category, Our liability stands reduced in the same proportion as the number of employees You bear to actual number of employees in the said Category.
- c. Any monies which, but for the dishonest or fraudulent conduct of the employee concerned, would have been payable to such employee by You and any monies of such employee under Your custody or control shall be reduced from the amount payable by Us in diminution or extinction of any loss.
- d. All claims and losses resulting from one and the same fraudulent or dishonest act or a series of fraudulent or dishonest acts arising out of or attributable to the same originating cause, source or event shall be deemed to be one claim subject to a single employee Sum Insured under the Policy.

#### **9. Limitation of Liability**

If a Claim is rejected or partially settled under the terms of the Policy and is not the subject of a pending suit or other proceedings within the applicable period specified under the Limitation Act 1963 (as amended and any other applicable law), the Claim shall be deemed to have been closed and Our liability in respect of it shall be extinguished.

#### **10. Right to Inspect**

If required by Us, We or Our representative shall in case of any loss to You, be permitted at all reasonable times to examine into the circumstances of such loss and You shall on being required so to do by Us, 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 Us so far as they relate to such claims or will in any way enable Us to ascertain the correctness thereof or Our liability under the Policy.

#### **11. Prosecution:**

Upon becoming aware of any loss or damage in respect of which a claim is or may be made, You shall take all practicable steps to discover the person by whom the property was stolen, or the

premises damaged and to prosecute and obtain the conviction of such person for the offence and to trace and recover any property stolen.

You shall when required by Us but at Our expense, use all diligence in prosecuting any of the Employees to conviction for any act which such Employee shall have committed and in consequence of which a claim is made under the Policy and shall at Our expense give all information and assistance to enable Us to sue for and obtain reimbursement from any such Employee by reason of whose acts or defaults a claim has been made or by the estate of such Employee of money which We shall have become liable to pay in respect thereof.

**12. Contribution**

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

**13. Subrogation**

You 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 Us for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which We shall be or would become entitled or subrogated, upon its paying for or making good any loss or damage under this policy, whether such acts and things shall be or become necessary or required before or after Your indemnification by Us.

**14. Arbitration:**

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

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

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

**15. Cancellation**

**Cancellation by Insured:** This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the premium at customary short period rate mentioned in the table below for the time the policy has been in force, provided no claim has occurred up to the date of cancellation of this Policy.

Policy in Force	Premium Retention
For a period not exceeding 15 days	10% of the Annual rate

For a period not exceeding 1 month	15% of the Annual rate
For a period not exceeding 2 months	30% of the Annual rate
For a period not exceeding 3 months	40% of the Annual rate
For a period not exceeding 4 months	50% of the Annual rate
For a period not exceeding 5 months	60% of the Annual rate
For a period not exceeding 6 months	70% of the Annual rate
For a period not exceeding 7 months	75% of the Annual rate
For a period not exceeding 8 months	80% of the Annual rate
For a period not exceeding 9 months	85% of the Annual rate
For a period exceeding 9 months	The full Annual Rate
N.B.: Extension of Short Period Policy(ies) shall not be permitted.	

**Cancellation by Insurer:** This insurance may also at any time be terminated at the option of the Company, on 15 days' notice to that effect being given to the Insured on ground of misrepresentation, fraud, non-disclosure of material facts and non-co-operation by the insured and there would be no refund of premium.

#### 16. Renewal Notice:

The Company is not bound to accept any renewal premium or give notice that renewal is due. Under normal circumstances, renewal will not be refused except on the grounds of moral hazard, misrepresentation or fraud by the Insured.

The renewal premium shall be as per the rates approved by the Insurance Regulatory and Development Authority of India ("IRDAI") on the date of renewal for this product.

#### 17. Jurisdiction:

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

#### 18. Geographical Scope:

The geographical scope of this policy will be India.

#### 19. Grievances

The Company is committed to extend the best possible services to its customers. However, if you are not satisfied with our services and wish to lodge a complaint, please feel free to call our 24X7 Toll free number 1800-258-5956 or you may email to the customer service desk at hello@godigit.com. After investigating the matter internally and subsequent closure, we will send our response.

Senior Citizens can now contact us on 1800-258-5956 or write to us at seniors@godigit.com

If you do not get a satisfactory response from us and you wish to pursue other avenues for redressal of grievances, you may approach Insurance Ombudsman appointed by IRDAI under the Insurance Ombudsman Scheme.

Office Location	Contact Details	Jurisdiction of Office (Union Territory, District)
AHMEDABAD	Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06, Email: bimalokpal.ahmedabad@ecoi.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
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.	Karnataka.



	Tel.: 080 - 26652048 / 26652049, Email: bimalokpal.bengaluru@ecoi.co.in	
BHOPAL	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202, Fax: 0755 - 2769203, Email: bimalokpal.bhopal@ecoi.co.in	Madhya Pradesh, Chhattisgarh.
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 /2596455, Fax: 0674 - 2596429, Email: bimalokpal.bhubaneswar@ecoi.co.in	Orissa.
CHANDIGARH	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468, Fax: 0172 - 2708274, Email: bimalokpal.chandigarh@ecoi.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh.
CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284, Fax: 044 - 24333664, Email: bimalokpal.chennai@ecoi.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).
DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504, Fax: 011 - 23230858 Email: bimalokpal.delhi@ecoi.co.in	Delhi.
GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2132204 / 2132205, Fax: 0361 - 2732937, Email: bimalokpal.guwahati@ecoi.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
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 - 65504123 / 23312122, Fax: 040 - 23376599, Email: bimalokpal.hyderabad@ecoi.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.
JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363, Email: Bimalokpal.jaipur@ecoi.co.in	Rajasthan.
ERNAKULAM	Office of the Insurance Ombudsman,2nd Floor, Pulinat Bldg, Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338, Fax: 0484 - 2359336, Email: bimalokpal.ernakulam@ecoi.co.in	Kerala, Lakshadweep, Mahe-a part of Pondicherry.
KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340, Fax: 033 - 22124341, Email: bimalokpal.kolkata@ecoi.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331, Fax: 0522 - 2231310, Email: bimalokpal.lucknow@ecoi.co.in	Districts of Uttar Pradesh: Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, 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.

MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960, Fax: 022 - 26106052, Email: bimalokpal.mumbai@ecoi.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253, Email: bimalokpal.noida@ecoi.co.in	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.
PATNA	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952, Email: bimalokpal.patna@ecoi.co.in	Bihar, Jharkhand.
PUNE	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555, Email: bimalokpal.pune@ecoi.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

Note: GOVERNING BODY OF INSURANCE COUNCIL, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W),  
Mumbai -400 054. Tel.: 022 - 26106889/671/980, Fax: 022 - 26106949, Email: inscoun@ecoi.co.in

## Digit Consequential Loss (Fire) Insurance (Commercial)

### Add-On Covers/Clauses/Endorsements

Below mentioned are the add-on covers available under Digit Consequential Loss (Fire) Insurance (Commercial). The add-on(s) applicable to Your Policy are mentioned in Your Policy Schedule.

Sr. No	Name of Add-On/Clauses/Endorsements	UIN
1.	Waiver of Subrogation	IRDAN158CP0088V01201920/A0002V01202021
2.	Automatic Reinstatement Clause	IRDAN158CP0088V01201920/A0003V01202021
3.	Molten Metal Spillage Clause	IRDAN158CP0088V01201920/A0004V01202021
4.	Solicitor's and Professional's Fees	IRDAN158CP0088V01201920/A0005V01202021
5.	Additional increased Cost of Working	IRDAN158CP0088V01201920/A0006V01202021
6.	Primary and Non-Contributory	IRDAN158CP0088V01201920/A0007V01202021
7.	Interdependency Cover	IRDAN158CP0088V01201920/A0008V01202021
8.	Nominated Loss Adjuster/Surveyor Clause	IRDAN158CP0088V01201920/A0009V01202021
9.	Non-Vitiation Clause	IRDAN158CP0088V01201920/A0010V01202021
10.	Loss of Attraction	IRDAN158CP0088V01201920/A0011V01202021
11.	Ingress/Egress	IRDAN158CP0088V01201920/A0012V01202021
12.	Denial of Access	IRDAN158CP0088V01201920/A0013V01202021
13.	Group Interdependency	IRDAN158CP0088V01201920/A0014V01202021
14.	Soft Costs – Course of Construction	IRDAN158CP0088V01201920/A0015V01202021
15.	Prevention of Access	IRDAN158CP0088V01201920/A0016V01202021
16.	Loss Due to Damage to Server at Other Location	IRDAN158CP0088V01201920/A0017V01202021
17.	Minimum Demand Charges	IRDAN158CP0088V01201920/A0018V01202021
18.	Export Tax Benefits	IRDAN158CP0088V01201920/A0019V01202021

#### 1. Waiver of Subrogation

In consideration of payment of additional premium, It is hereby agreed and declared that notwithstanding anything to the contrary in this policy or in any of its conditions that in the event of the claim arising under this policy, the Company agrees to waive any rights remedies or relief to which they might become entitled by subrogation against specific parties.

#### 2. Automatic Reinstatement Clause

In consideration of the payment of the additional premium, it is hereby declared and agreed that subject to the Insurance Limits as stated in the Schedule in the event of any claim occurring under this Policy and in the absence of written notice by the Insured to the contrary, the insurance in respect of Business Interruption arising is automatically reinstated as and from the date of the Damage.

#### 3. Molten Metal Spillage Clause

In consideration of the payment of the additional premium, it is hereby agreed and declared that, subject to the conditions of the Policy, the policy extends to cover losses consequent to the physical loss or damage to property excluding cost of molten material serving business

operations that arises without the occurrence of fire as a result of the spillage or leakage of glowing molten material from container or lines.

Physical loss or damage shall not include damage to containers, unless such damage is caused by spilled glowing molten material acting from the outside.

The indemnity provided herein shall be subject to limit for each and every loss and the aggregate loss limit is as mentioned in the Policy Schedule.

#### **4. Solicitors' and Professional's Fees**

In consideration of the payment of the additional premium, it is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon and subject to the Insured having paid the agreed additional premium that this Policy extends to cover the actual costs incurred by the Insured, of reasonable fees payable to the Insured's accountants, architects, auditors, engineers, or other professionals and the cost of using the Insured's employees, for producing and certifying any particulars or details contained in the Insured's books or documents, or such other proofs, information or evidence required by the Company resulting from insured loss payable under this Policy for which the Company has accepted liability.

Provided that:

- 1) This additional coverage will not include the fees and costs of attorneys, public adjusters, and loss arbitrators, all including any of their subsidiary, related or associated entities either partially or wholly owned by them or retained by them for the purpose of assisting them nor the fees and costs of loss consultants who provide consultation on coverage or negotiate claims.
- 2) This additional coverage is subject to the deductible that applies to the loss.

The indemnity provided herein shall be subject to the limit of indemnity provided in Policy Schedule.

#### **5. Additional Increased Cost of Working**

In consideration of the payment of the additional premium, it is hereby agreed and declared that notwithstanding anything contained herein to the contrary and on the payment of additional premium, this policy extends to cover costs and expenses necessarily and reasonably incurred during the indemnity period in consequence of the 'Damage' and not otherwise payable under Loss of Gross Profit Provision (increase in cost of working) for the purposes of maintaining the business, it being understood that if any such costs under Loss of Gross Profit provisions (Reduction in turnover and Increase in cost of working) are of a capital asset nature then account shall be taken of the residual value of such capital items so involved, existing at the end of the maximum Indemnity Period.

The indemnity provided herein shall be subject to the limit of indemnity as specified in the Schedule.

#### **6. Primary and Non-Contributory**

It is expressly agreed that this policy provides primary insurance cover and shall not be contributory to any other policy that may exist whether the other policy also covers the interest of the insured or not. Subject otherwise to the terms and conditions of the Policy.

**7. Interdependency Cover**

In consideration of the payment of the additional premium, it is hereby agreed and understood, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that if damage or destruction to any of the Insured's premises/ property should result in suffering a reduction in turnover or increase in cost of working of another Insured locations/premises which is dependent on the former Insured's premises/ property , then such loss is deemed to be covered by this Policy notwithstanding that no material damage was sustained by the latter premises/property provided that independent trading results for each production unit is separately ascertainable.

The indemnity provided herein shall be subject to the limit of indemnity as specified in the Schedule.

**8. Nominated Loss Adjusters/Surveyors Clause**

It is understood and agreed that in the event of an occurrence that is likely to give rise to a claim under this Policy, the Insured can appoint any one of the following firms of Adjusters/Surveyors to act on behalf of Insurers to conduct all loss or damage surveys or adjustments (insert names here). In case the listed Adjusters/Surveyors are not available at the location where loss has occurred, the appointment of Adjusters/Surveyors shall be done in consultation with Insurer.

**9. Non-Vitiation Clause**

The various parties comprising the insured operate as separate and distinct entities, the rights of each of these parties in all respects shall (non-withstanding anything contained or implied herein to the contrary), be treated as though each of the parties had separate policies for their respective rights and interests and indemnities of any of the parties who are not guilty of any act, omission, statement, fraud, misrepresentation, non-disclosure, breach of condition/warranty or mis-statement on the part of any individual insured which may vitiate any claims or render this policy void shall have such effect only as to the rights and interests of that particular insured and shall not prejudice the rights and interest of any other insured under this policy.

Nothing contained in this Endorsement shall be deemed to increase the Sum(s) Insured or Limit of Indemnity stated in the Policy Schedule, subject otherwise to the terms, exclusions, conditions and limitations of this Policy.

**10. Loss of Attraction**

In consideration of the payment of the additional premium, this Policy extends to cover the actual loss suffered by the Insured resulting from interruption of or interference with the Business caused by physical loss or physical damage by Insured peril to a Property(ies) which attracts tourists located within 2 Kms, unless specifically agreed otherwise and mentioned in Policy Schedule, of the Insured's Location.

Property of attraction shall be limited to:

- Iconic or historic buildings open to the public
- National monuments
- Stadium, sports and entertainment venues
- Shopping malls

- Theme parks
- Religious centres or major places of worship

This extension excludes Loss resulting from interruption of or interference with the Business that is covered under the separate Denial of Access including civil or military order, Ingress/Egress or Service Interruption extensions included in this Policy and it will be limited to an Attraction Property within the Territorial limits, as stated in the Policy Schedule.

The Maximum Indemnity Period under this Extension is 60 days, unless specifically agreed otherwise and mentioned in Policy Schedule.

#### **11. Ingress/Egress**

In consideration of payment of additional premium, this Policy is extended to cover loss sustained by the Insured due to prevention of ingress to or egress from an insured location caused by physical loss or damage of property situated within a radius of 1 Kms (or as specifically agreed) arising out of operation of peril not excluded in the policy.

This extension shall not provide coverage for more than 14 consecutive days, unless specifically agreed otherwise and mentioned in Policy Schedule, over and above the policy excess.

#### **12. Denial of Access**

In consideration of the payment of the additional premium, it is hereby agreed and declared that, subject to the conditions of the Policy, it is understood and agreed that loss resulting from interruption of or interference with the Business carried on by the Insured following

- a) physical loss or damage to property in the Vicinity of the Premises which prevents or hinders the use of the Premises or access thereto, whether the Premises or Property Insured of the Insured therein shall be damaged or not,
- b) interference with the Business carried out by the Insured in consequence of the said Premises or property within the Vicinity of the said Premises containing or thought to contain a harmful device provided that the Police shall be informed immediately the Insured is aware of the presence or suspected presence of such harmful device,
- c) interference with the Business carried on by the Insured in consequence of action by the Police Authority following danger or disturbance in the Vicinity of the Premises, which prevents or hinders the use of the Premises or access thereto.

Provided that:

- i) for the purposes of this Extension Vicinity shall mean within a radius as shown in Policy Schedule of the Insured's Premises
- ii) the liability of the Company does not exceed the Limit of Liability stated in the Schedule in respect of any one event
- iii) the aggregate liability of the Company in respect of all events occurring during any one Period of Insurance does not exceed the Limit of Liability stated in the Schedule
- iv) the Maximum Indemnity Period shall mean three months unless specifically agreed otherwise and mentioned in the Policy Schedule, and
- v) there shall be no liability under the Extension for loss arising from any cause within the control of the Insured

- vi) there shall be no liability under the Extension for loss for the first 24 hours of any interference with the Business, unless this time limit is modified and mentioned in the Policy Schedule

### **13. Group Interdependency**

In consideration of the payment of the additional premium, it is hereby agreed and declared that this policy shall indemnify for loss of Gross Profit caused by interruption / interference in business activity at any Insured Location resulting from interruption of or interference with the business activity at any of other Insured location forming part of the Insured's group of companies insured herein as a result of direct physical loss or physical damage by an Insured peril.

This Clause is subject otherwise to the terms, Conditions and Exclusions of the Policy.

The limit of indemnity under this extension shall be as defined under the policy.

### **14. Soft Costs – Course of Construction**

In consideration of the payment of the additional premium, it is hereby agreed and understood, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that this Policy covers the actual loss sustained incurred by the Insured of Soft Costs during the Indemnity Period arising out of the delay of completion of buildings and additions under construction directly resulting from physical loss or damage of the type insured to insured property under construction at an insured location.

References and Application. The following term(s) wherever used in this Add-On Cover means:

**Soft Costs** shall mean: Expenses over and above normal expenses at locations undergoing renovation or in the course of construction limited to the following:

- Construction loan fees - the additional cost incurred to rearrange loans necessary for the completion of construction, repairs or reconstruction including; the cost to arrange refinancing, accounting work necessary to restructure financing, legal work necessary to prepare new documents, charges by the lenders for the extension or renewal of loans necessary.
- Commitment fees, leasing and marketing expenses - The cost of returning any commitment fees received from prospective tenant(s) or purchaser(s), the cost of re-leasing and marketing due to loss of tenant(s) or purchaser(s).
- Additional fees - for architects, engineers, consultants, attorneys and accountants needed for the completion of construction, repairs or reconstruction.
- Carrying costs - property taxes, building permits, additional interest on loans, realty taxes and insurance premiums.

The indemnity provided herein shall be subject to the limit of indemnity as specified in the Schedule.

### **15. Prevention of Access**

In consideration of the payment of the additional premium, it is hereby agreed and declared that, subject to the conditions of the Policy, Coverage under this Policy shall extend to include loss or reduction resulting from cessation, interruption, interference or inhabitation to the business as consequence of Physical destruction of or damage to property belonging to the Insured or other property within a radius of 5 kms or as shown in Policy Schedule from the



insured premises (inland only & excluding port blockage) which prevents or hinders the use of or access to the premises.

The total liability under this Clause will be limited to maximum of 4 weeks over and above the policy deductible, unless specifically agreed otherwise and mentioned in the Policy Schedule.

**16. Loss Due to Damage to Server at other Location**

In consideration of the payment of the additional premium, it is hereby agreed and understood that notwithstanding terms, conditions and exclusions of the Policy this extension shall cover Loss of Gross Profit due to reduction in turnover at Insured premises arising out of damage or destruction to the System Support Services i.e. Servers, located at Insured's other specified premises due to operation of an insured perils. This is subject to condition that independent trading results for each production unit is separately ascertainable.

The indemnity provided herein shall be subject to the limit of indemnity as specified in the Schedule.

**17. Minimum Demand Charges**

In consideration of the payment of the additional premium, it is hereby agreed and understood, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that the insurance by this Policy is extended to include the minimum demand charges imposed by any named supplier of electricity, water, gas or utility services to which the Insured has contracted and which cost has been incurred by the Insured following upon the loss as insured under this Policy and provided that such expenditure is not more specifically insured by the Policy as a Standing charge or Fixed cost within the definition of Gross Profit or any other definition used in the terms of the policy wording.

The indemnity provided herein shall be subject to the limit of indemnity as specified in the Schedule.

**18. Export tax benefits**

In consideration of the payment of the additional premium, it is hereby agreed and understood, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that the insurance by this Policy extends to include the loss of tax benefits, derived solely from the export of any product which is manufactured, stored or contained at the premises of the Insured following upon loss as insured which results in the interruption of or interference with the business.

Provided that such benefits are directly attributed to export tax benefits and which may be adjusted by any Tax allowance or Tax concession which was provided for by Statute or any other recognized authority to which the Insured could have had benefit after the date of loss but because of the loss the Insured could not benefit from such allowance or concession.

If during the period of time from the date of loss to the expiry of the Indemnity Period any Statute or concession was passed or allowed for which the Insured could have but did not benefit as a result of the loss; then such amount of loss shall be considered as loss in terms of the provisions of this clause.

The sum insured in terms of the provisions of this clause shall be independently determined and shall be a 'first loss' amount and shall be the maximum amount payable in the event of loss as insured.

The indemnity in terms of the provisions of this clause is not subject to condition of average.

The indemnity provided herein shall be subject to the limit of indemnity as specified in the Schedule.

**Standard Fire and Special Perils Policy  
(Retail) – Add-On Covers**

Below mentioned are the add-on covers available under Standard Fire and Special Perils Policy (Retail). The add-on(s) applicable to Your Policy are mentioned in Your Policy Schedule/ Certificate of Insurance.

1.	Molten Material Spillage	IRDAN158RP0001V01201920/A0022V01202021
2.	Decontamination and Cost of Clean Up Expense	IRDAN158RP0001V01201920/A0036V01202021
3.	Expediting Costs and Expenses for Loss Minimization	IRDAN158RP0001V01201920/A0037V01202021
4.	Protection and Preservation of Property	IRDAN158RP0001V01201920/A0038V01202021
5.	Contract Works	IRDAN158RP0001V01201920/A0039V01202021
6.	Sprinkler Up-Grading Costs	IRDAN158RP0001V01201920/A0040V01202021
7.	Claim Preparation Costs	IRDAN158RP0001V01201920/A0041V01202021
8.	Brands and Trademarks	IRDAN158RP0001V01201920/A0023V01202021
9.	Obsolete Parts	IRDAN158RP0001V01201920/A0026V01202021
10.	Deliberate Damage	IRDAN158RP0001V01201920/A0024V01202021
11.	Accidental Damage Cover	IRDAN158RP0001V01201920/A0025V01202021
12.	New Location and New Acquisition Cover	IRDAN158RP0001V01201920/A0027V01202021
13.	Property Under Care Custody and Control	IRDAN158RP0001V01201920/A0028V01202021
14.	Immediate Repairs	IRDAN158RP0001V01201920/A0029V01202021
15.	Pair and Set/Consequential Reduction in Value	IRDAN158RP0001V01201920/A0030V01202021
16.	Fire Extinguishing / Fighting Expenses	IRDAN158RP0001V01201920/A0031V01202021
17.	Involuntary Betterment/Obsolete Equipment Clause	IRDAN158RP0001V01201920/A0032V01202021
18.	Damage to Building (Occasioned by Theft)	IRDAN158RP0001V01201920/A0033V01202021
19.	Errors & Omissions	IRDAN158RP0001V01201920/A0034V01202021
20.	Minor Works	IRDAN158RP0001V01201920/A0035V01202021
21.	Undamaged Foundations	IRDAN158RP0001V01201920/A0042V01202021
22.	Capital Additions	IRDAN158RP0001V01201920/A0062V01202021
23.	Undamaged Stock and Loss on Re Sale	IRDAN158RP0001V01201920/A0043V01202021
24.	Smoke Damage Extension	IRDAN158RP0001V01201920/A0044V01202021
25.	Accidental Discharge of Gas Flooding Systems	IRDAN158RP0001V01201920/A0045V01202021
26.	Contamination and Co-mingling of stocks	IRDAN158RP0001V01201920/A0046V01202021
27.	Leakage and Overflowing of Storage Tanks	IRDAN158RP0001V01201920/A0047V01202021
28.	Seasonal Enhancement of Stocks Cover	IRDAN158RP0001V01201920/A0048V01202021
29.	Goods and Stocks undergoing any heating or drying process	IRDAN158RP0001V01201920/A0049V01202021
30.	Landscaping Cost	IRDAN158RP0001V01201920/A0050V01202021
31.	Duty Liability	IRDAN158RP0001V01201920/A0051V01202021
32.	Accounts Receivable	IRDAN158RP0001V01201920/A0052V01202021
33.	Property of Employees and Visitors/Personal Effects	IRDAN158RP0001V01201920/A0053V01202021
34.	Property Outside/Away from the Premises	IRDAN158RP0001V01201920/A0054V01202021
35.	Tenants Improvement	IRDAN158RP0001V01201920/A0055V01202021
36.	Shutdown Expenses	IRDAN158RP0001V01201920/A0056V01202021
37.	Waiver of Subrogation	IRDAN158RP0001V01201920/A0057V01202021
38.	Trace and Access	IRDAN158RP0001V01201920/A0058V01202021
39.	Waiver of Underinsurance	IRDAN158RP0001V01201920/A0059V01202021

40.	Catalyst and Consumable interest in process	IRDAN158RP0001V01201920/A0060V01202021
41.	Plans, Documents, Computer Systems Records, Archives and Cost of Re-writing Records	IRDAN158RP0001V01201920/A0061V01202021
42.	Exhibition, Exposition, Fair or Trade Show	IRDAN158RP0001V01201920/A0015V01202021
43.	Lawns, Plants, Shrubs or Trees	IRDAN158RP0001V01201920/A0007V01202021
44.	Tenant's Liability	IRDAN158RP0001V01201920/A0008V01202021
45.	Unrepaired Damage	IRDAN158RP0001V01201920/A0009V01202021
46.	Seventy-Two Hours Clause	IRDAN158RP0001V01201920/A0010V01202021
47.	Additional Insureds (to be named in The Schedule)	IRDAN158RP0001V01201920/A0011V01202021
48.	Multiple Insured Clause	IRDAN158RP0001V01201920/A0012V01202021
49.	Payments on Account	IRDAN158RP0001V01201920/A0013V01202021
50.	Non-Vitiation Clause	IRDAN158RP0001V01201920/A0014V01202021
51.	Nominated Loss Adjusters	IRDAN158RP0001V01201920/A0020V01202021
52.	Non-Invalidation	IRDAN158RP0001V01201920/A0021V01202021
53.	Primary and Non-Contributory	IRDAN158RP0001V01201920/A0016V01202021
54.	Vehicle Load Clause	IRDAN158RP0001V01201920/A0017V01202021
55.	Un-Occupancy Clause	IRDAN158RP0001V01201920/A0018V01202021
56.	Leak search / finding cost Clause	IRDAN158RP0001V01201920/A0019V01202021
57.	Loss Payee Clause	IRDAN158RP0001V01201920/A0006V01202021

**ADDITIONAL ENDORSEMENT & CLAUSES**

**1. Molten Material Spillage**

In consideration of the payment of additional premium, it is hereby declared and agreed that the insurance under this policy shall, subject to terms, conditions and exclusions of this Policy and also subject to terms, conditions and exclusions hereinafter contained, extend to cover loss or damage caused to Property insured by inadvertent escape of molten material. However, loss or damage to spilled material is not covered.

The Indemnity provided under this extension, is limited to INR \_\_\_\_\_ in respect of any one occurrence and INR \_\_\_\_\_ during the Period of Insurance  
This Extension will be subject to an additional Excess of INR \_\_\_\_\_.

**2. Decontamination and Cost of Clean Up Expense**

If insured property is contaminated as a direct result of physical loss or damage insured by this Policy and there is in force at the time of such physical loss or damage any law or ordinance regulating contamination, including but not limited to the presence of pollution or hazardous material, then this Policy is extended to cover, as a direct result of enforcement of such law or ordinance, the increased cost of decontamination and/or removal of such contaminated insured property in a manner to satisfy such law or ordinance. This Additional Coverage applies only to that part of insured property so contaminated as a direct result of insured physical damage.

The Company is not liable for the costs required for removing contaminated uninsured property nor the contaminant therein or thereon, whether or not the contamination results from an insured event.

The Company is not liable under this extension for more than the sublimit in respect of any one Occurrence as mentioned in the Policy Schedule / Certificate, which shall be part of and not in addition to the Policy Limit.

**3. Expediting Costs and Expenses for Loss Minimization**

The insurance shall be extended to cover the reasonable and necessary costs incurred to pay for the safeguarding, preserving and temporary repair of insured damage to insured property and to expedite the permanent repair or replacement of such damaged property, including overtime and extra cost of express and other rapid means of transportation.

The Company is not liable under this extension for more than the sublimit as mentioned in the Policy Schedule in respect of any one occurrence, which shall be part of and not in addition to the policy limit.

**4. Protection and Preservation of Property**

This Extension covers:

1. Reasonable and necessary costs incurred for actions to temporarily protect or preserve insured property, provided such actions are necessary due to actual, or to prevent immediately impending, insured physical loss or damage to such insured property.
2. Reasonable and necessary costs includes, but not limited to:
  - a. Fire department firefighting charges imposed as a result of responding to a fire in, on or exposing the insured property;
  - b. Costs incurred of restoring and recharging fire protection systems following an insured loss; and
  - c. Costs incurred for the water used for fighting a fire in, on or exposing the insured property.

This Additional Coverage is subject to the deductible provisions that would have applied had the physical loss or damage occurred. The Indemnity Limit is up to the amount specified in the Policy Schedule/ Certificate of Insurance per event and in aggregate. Subject otherwise to the terms, exceptions and conditions of the policy.

**5. Contract Works**

The Property Insured extends to include the permanent works and temporary works erected or in the course of erection in performance of the Contract and the materials and all other property of whatsoever nature or description for incorporation therein but excluding contractors plant, fines and penalties assumed under contract and losses more specifically insured elsewhere.

**Definition** (applicable to the cover provided by this extension only):

Contract shall mean any Contract with the Insured as Employer for the extension or refurbishment of existing Buildings with a construction period not exceeding twelve months in duration within the Territorial Limits.

Temporary Work are 'parts of the works that allow or enable construction/ erection of, protect, support or provide access to, the permanent works and which might or might not remain in place at the completion of the works.

Permanent work means the permanent works to be constructed/ Erected and completed in accordance of contract."

The Indemnity Limit is up to the amount specified in the Policy Schedule/ Certificate of Insurance per event and in aggregate. Subject otherwise to the terms, exceptions and conditions of the policy.

**6. Sprinkler Up-Grading Costs**

It is agreed that in the event of damage to a sprinkler installation which conforms to the latest rules on compliance of safety rules on Sprinkler Installations, if the Surveyor appointed by the Insurer recommends that the repaired or reinstated installation shall conform to the Loss Prevention Rules for Sprinkler Installations current at the time of reinstatement then this Policy shall cover such additional costs. Such costs shall include inter alia the provision of any additional pipework, pumps, tanks and the cost of associated building works.

The Indemnity Limit is up to the amount specified in the Policy Schedule/ Certificate of Insurance per event and in aggregate. Subject otherwise to the terms, exceptions and conditions of the policy.

**7. Claim Preparation Costs**

In consideration of the premium paid, and subject to the Exclusions, Conditions and Limitations of the Policy to which this Extension is attached, this Policy is extended to cover the actual costs incurred by the Insured of reasonable fees payable to the Insured's accountants, architects, auditors, engineers, or other professionals and the cost of using the Insured's employees, for producing and certifying any particulars or details contained in the Insured's books or documents, or such other proofs, information or evidence required by the company resulting from insured loss payable under this Policy for which the company have accepted liability.

Coverage will not include the fees and costs of attorneys, public adjusters, and loss appraisers, all including any of their subsidiary, related or associated entities either partially or wholly owned by them or retained by them for the purpose of assisting them nor the fees and costs of loss consultants who provide consultation on coverage or negotiate claims.

The company shall not be liable under this Extension for more than the sub-limit of in respect of any one Occurrence as mentioned in Your Policy Schedule/Certificate of Insurance, which shall be part of and not in addition to the policy limit.

**8. Brands and Trademarks**

In the event of loss or damage by a peril insured against to property bearing a brand or trademark or which in any way carries or implies the guarantee or responsibility of the manufacturer or Insured, the salvage value of such damaged property shall be determined after removal in the customary manner of all such brands or trademarks or other identifying characteristics.

The Insured shall have full right to the possession of all goods involved in any loss under this policy and shall retain control of all damaged goods. The Insured, exercising reasonable discretion, shall be the sole judge as to whether the goods involved in any loss under this policy are fit for consumption and no goods so deemed by the Insured to be unfit for consumption shall be sold or otherwise disposed of except by the Insured or with the Insured's

consent but the Insured shall allow Insurers any salvage obtained on the sale or other disposition of such goods.

**9. Obsolete Parts**

In the event of spares currently insured hereunder and represented within the total sum insured under the policy becoming obsolete following an indemnifiable loss to the Plant and Machinery, the same should form part of the claim subject to Insurer's retaining right of salvage over such obsolete parts.

**10. Deliberate Damage**

This Insurance covers physical loss of or damage to the property insured or expenses incurred by the Insured directly caused by any act or order of any governmental authority acting under the powers vested in them to prevent or mitigate the damage or imminent damage or threat thereof (Example: Pollution Hazard), resulting directly from damage to the property insured, provided such act of governmental authority has not resulted from lack of due diligence by the Insured to prevent or mitigate such hazard or threat thereof and to any other physical damage.

Consequential losses are however excluded.

The indemnity provided herein shall be subject to the limit of indemnity as specified in The Schedule.

**11. Accidental Damage Cover**

This policy is extended to cover direct physical loss or damage to the property described in the Policy Schedule / Certificate of Insurance whilst situated in the insured premises due to accident from any fortuitous cause subject to the terms, conditions and exclusions herein.

The Limit of Indemnity under this policy shall not exceed the amount stated in the Policy Schedule / Certificate of Insurance for the period of Insurance. The below will be applicable to this coverage in addition to the policy standard exclusions:

1. Loss, destruction or damage to bullion or unset precious stones, any curios or works of art, manuscripts, plans, drawings, securities, obligations or documents of any kind, stamps, coins or paper money, cheques, books of accounts or other business books, computer system records, explosives unless otherwise expressly stated in the Policy Schedule / Certificate of Insurance.
2. Loss, destruction or damage to the insured property premises caused by change of temperature.
3. Loss or damage by spoilage resulting from the retardation or interruption or cessation of any process or operation caused by operation of any of the perils covered.
4. Damage to belts, ropes, chains, rubber tyres, dies, moulds, blades, cutters, knives or exchangeable tools, engraved or impression cylinders or rolls, object made of glass, porcelain, ceramics, all operating media (e.g. lubricating oil, fuel, catalyst, refrigerant etc.) 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 or metal parts, unless caused by fire, lightening, riot, strike, malicious damage, storm, tempest, flood and inundation.
5. Loss or damage due to breakdown, electrical, electronic and/or mechanical derangement.



6. Loss or damage due to termites, moths, insects, vermin, inherent vice, fumes, latent defect, fluctuations in atmospheric or climatic conditions, the action of light.
7. Loss or damage due to collapse, settlement or bedding down, ground heave or cracking of structures or the removal or weakening of support to any insured property.
8. Any loss or damage due to self-intentional destruction, and/or arising out of provocation by the Insured or its authorized representative.

#### **12. New Location and New Acquisition Cover**

Property at a new location acquired, whether acquired through merger, acquisition or otherwise, by the Insured, other than those in operation or acquired prior to the effective date of this coverage, is automatically covered up to the limit specified in the Policy Schedule / Certificate of Insurance for a period up to 15 days from the date of acquisition.

All current/ future subsidiaries to be automatically covered for their respective share/ rights.

It is understood that the Insured shall declare within 15 days from the date of acquisition the value of property at any such location acquired and will pay the appropriate additional premium from the date of acquisition on pro rata basis at the base policy rate.

Property under this Add-on Cover shall include Building, Contents, Plant, Machinery and Stocks.

#### **13. Property Under Care Custody and Control**

The Policy is extended to include physical damage to property not belonging to the Insured, but which is under the care custody or control of the Insured or which they are responsible to insure, provided that the maximum duration of such responsibility shall not exceed consecutive 120 days in respect of any one item of property during any one Period of Insurance.

The indemnity provided herein shall be subject to the limit of indemnity as specified in Your Policy Schedule/Certificate of Insurance.

#### **14. Immediate Repairs**

It is agreed that in case of loss the Insured, if they so elect, may immediately begin repairs or reconstruction but such work shall at all times be open to supervision by the Insurer and in case of dispute as to the cost of repair and/or reconstruction the loss shall be settled in accordance with the terms of this Policy, the sole object of this Condition being not to deprive the Insured from the use of operating properties which may be necessary to their Business. Evidence of loss to be photographed and if any damaged items are replaced then same to be preserved for inspection by Surveyor

It is further noted and agreed that in the event of physical loss or damage to the property insured hereunder the insured, at their sole discretion, shall have the option to accept repair or replacement terms as offered by the Original Equipment Manufacturer (OEM) regardless of any other terms offered from other suppliers, manufacturers or fabricators. Provided always that the difference between the OEM quote and the lowest quote doesn't exceed 25% of the lowest quote and quotes are based on the same technological specifications.

This Cover is subject to the Limit of Indemnity mentioned in Your Policy Schedule/Certificate of Insurance.

**15. Pair and Set/Consequential Reduction in Value**

In the event of insured loss or damage to Insured 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.

**16. Fire Extinguishing / Fighting Expenses**

It is hereby agreed and declared that notwithstanding anything to the contrary in this policy or in any of its conditions that in the event of a fire or a series of fire arising directly or indirectly from the same occurrence including fire threatening to involve the property insured under this section of the policy, the insured shall be entitled to recover upto a Limit Any One Accident specified in Your Policy Schedule /Certificate of Insurance. We will pay:

- i. the actual cost of material used and/or damaged in extinguishing or controlling or attempting to extinguish or control any such fire;
- ii. the cost of all clothing and/ or personal effects damaged and / or lost as a result of such fire and / or fight, extinguish or controlling or attempting to fight extinguish or control such fire unless more specifically insured elsewhere;
- iii. all other actual expense (including any expenses paid for firefighting, extinguishing or controlling or attempting to fight extinguish or control such fire and / or localizing such fire.  
All claims for personal injury are excluded.
- iv. The expenses incurred to recharge/refill any fire protection devices.

**17. Involuntary Betterment/Obsolete Equipment Clause**

Notwithstanding Condition of Reinstatement, In the event that new Property Insured of like kind and quality is not obtainable, Property Insured which is as similar as possible to that which has sustained Damage and which is capable of performing the same function shall be deemed to be new Property Insured of like kind and quality and in no event shall this be considered as a betterment to the Insured.

In the event of replacement with new Property Insured, the Insurer will pay the cost of purchasing and installing technologically current Property Insured, which is necessitated by incompatibility between new Property Insured installed to replace Property Insured which has sustained Damage and existing Property Insured which has not incurred Damage at the same or an interdependent location.

Provided always that:

1. Damage was directly caused to the Property Insured
2. The Insurer shall be liable only for the amount sufficient to enable the Insured to resume operations in substantially the same manner as before the Damage
3. The Insurer shall be liable for only the difference between
  - 3.1. the highest sales value of the existing Property Insured which has not incurred Damage at the same or interdependent location and
  - 3.2. The installed cost of the technologically current Property Insured

The liability of the Insurer shall not exceed the Limit of Liability stated in your Policy Schedule / Certificate of Insurance.

**18. Damage to Building (Occasioned by Theft)**

This cover includes damage to building caused by theft or attempted theft excluding damage  
i. More specifically insured by or on behalf of the insured  
ii. In respect of any building which is empty or not in use  
Notwithstanding anything herein stated to the contrary, it is hereby declared and agreed that the cover provided under this policy shall extend to cover damage to the premises for which the insured is responsible by burglary, housebreaking or robbery or any attempt threat, provided there is visible evidence of forcible and violent entry into or exit from the premises and provide that the liability of the company shall not exceed in aggregate the sum mentioned in your Policy Schedule / Certificate of Insurance.

**19. Errors & Omissions**

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that The Company will pay for direct physical loss of or damage caused by a loss to property on the insured location which is not payable under this Policy because of an unintentional omission or error by the Insured, at the time of policy inception, in the description or inclusion of any property to declare the same as an insured property; but only to the extent The Company would have provided coverage had the unintentional omission or error not been made.

Insured must report any unintentional omission or error as soon as possible.

This coverage does not apply if there is coverage available under any of the provisions, endorsements, add-on covers of this Policy.

The indemnity provided herein shall be subject to the limit of indemnity as specified in your Policy Schedule / Certificate of Insurance.

**20. Minor Works**

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that this policy is extended to cover physical loss or damage to minor alterations and/ or construction and/ or re-construction and/ or additions and/ or maintenance and/ or modifications and/ or work which is carried out on any of the property insured under this policy against insured perils.

Notwithstanding other terms and conditions herein, this extension to the policy shall only pay in excess of more specific insurance if any, arranged in respect of minor works. This extension does not cover any loss or damage to property which, at the time of the happening of such loss or damage, is insured, but for the existence of this policy, by any project insurance policy or policies.

The indemnity provided herein shall be subject to the limit of indemnity as specified in your Policy Schedule / Certificate of Insurance.

**21. Undamaged Foundations**

In consideration of the payment of additional premium and notwithstanding anything to the contrary in this policy or in any of its conditions, it is hereby agreed and declared that, following the operation of an insured peril resulting in an admissible loss ,only the insured building is damaged with no damage to building's plinth and foundations ,with the consent of the insurer, if reinstatement of the damaged Property is to be carried out in any other position or elsewhere whether for reason of the exercising of state or local government requirements or otherwise, the abandoned building's plinth and foundations will be considered as being destroyed by the Insured Peril and the Insured shall be indemnified subject to the terms and conditions of the policy and provided that the value of plinth and foundation has been declared by the Insured.

**22. Capital Additions**

It is hereby agreed and declared that notwithstanding anything to the contrary in this policy or in any of its conditions

The Insurer shall indemnify the insured in respect of loss of or damage to:

(a) any buildings, machinery and other equipment acquired or operated by or held in the care, custody or control of the insured after the inception of this Policy of Insurance and not included in The Schedule;

(b) any additions or extensions to Property Insured which have been carried out after the inception of this Policy of Insurance collectively referred to as "capital additions".

(c) Any increase in the New Replacement Value as a result of such capital additions shall not exceed the percentage of the total Sum Insured specified in The Schedule.

This Additional Insurance Cover is also subject to the Insuring Party advising The Insurer within three months of the particulars of any such capital additions and in case of the capital additions exceeding the limit specified in The Schedule the payment of any additional Premium the Insurer may require.

The liability of the Insurer shall not exceed the Limit of Liability stated in the Policy Schedule / Certificate of Insurance.

**23. Undamaged Stock and Loss on Re Sale**

This Policy is extended to cover the cost of replacement of or modification to undamaged components of an item of Property insured following Damage.

The liability of the Insurer shall not exceed the Limit of Liability stated in your Policy Schedule / Certificate of Insurance.

**24. Smoke Damage Extension**

This Policy is extended to cover destruction of or damage to the property insured (by fire or otherwise) directly caused by smoke due to a sudden, unusual and faulty operation of any heating or cooking unit, only when such unit is connected to a chimney by exhaust pipe or vent pipe, but not smoke from fire-places or industrial apparatus.

The liability of the Insurer shall not exceed the Limit of Liability stated in your Policy Schedule / Certificate of Insurance.

**25. Accidental Discharge of Gas Flooding Systems**

This Policy is extended to cover reasonable costs/expenses incurred by the insured in refilling cylinders of any gas flooding systems installed for the protection of property arising out of the accidental discharge of such system upto the Limit of Liability stated in your Policy Schedule / Certificate of Insurance.

**26. Contamination and Co-mingling of stocks**

This Policy is extended to cover loss or damage to stock as a result of fortuitous accidental contamination and/ or accidental co-mingling arising from a cause not otherwise excluded whilst in the Insured's care, custody and control.

The liability of the Insurer shall not exceed the Limit of Liability stated in your Policy Schedule / Certificate of Insurance.

**27. Leakage and Overflowing of Storage Tanks (Other than water storage tanks)**

This Policy is extended to cover the loss of stock caused by sudden and accidental leakage and/ or overflowing from any storage tank or vessel, pipeline. Limit per occurrence and the aggregate limit of liability during the policy period is as stated in your Policy Schedule / Certificate of Insurance.

**28. Seasonal Enhancement of Stocks Cover**

It is hereby agreed and declared that notwithstanding anything to the contrary in this policy or in any of its conditions the Sum Insured of Stocks insured under the policy would be enhanced by percentage

mentioned of their initial Sum Insured for a period of specified two months (Insured has a choice to select two months in succession or in a staggered way.)

**29. Goods and Stocks undergoing any heating or drying process**

This Policy is extended to cover the loss or damage to property insured by fire only occasioned by its undergoing any heating or drying process provided that loss or damage due to smoke, fumes, scorching, charring, chemical reaction, change of state or original composition or discoloration of property is excluded.

The liability of the Insurer shall not exceed the Limit of Liability stated in your Policy Schedule / Certificate of Insurance.

**30. Landscaping Cost**

This Policy is extended to cover the reasonable cost of remaking, reconstituting, redesigning and purchasing as necessary in order to replace surrounding and internal landscape grounds and gardens following Damage.

The liability of the Insurer shall not exceed the Limit of Liability stated in your Policy Schedule / Certificate of Insurance.

**31. Duty Liability**

This Policy is extended to insure for the insured's liability for custom's, excise and other duties which the insured may become liable to pay in the event of Damage to property insured, to the extent it is included in the sum insured.

**32. Accounts Receivable**

It is hereby agreed and declared that notwithstanding anything to the contrary in this policy or in any of its conditions if 'Accounts Receivable' is shown in the schedule then following insured damage to the insured's accounts receivable records the Company will pay up to the sum insured shown in the schedule for: (a) all amounts due to you that cannot be collected as a direct result of damage to Insured's accounts receivable records; and (b) debt collection costs that would not have been incurred had Insured's accounts receivable records not been damaged and that these debt collection costs are necessarily incurred to collect amounts that otherwise would not have been collected. Provided that Company will not pay for: (i) losses due to book-keeping or accounting errors or omissions; (ii) loss due to Insured's dishonesty or dishonesty of Insured's directors, partners, employees and officers or any other person who has an interest in the accounts receivable records; (iii) bad debts that would normally not be collected by Insured; and (iv) collection costs that would normally have been incurred.

The liability of the Insurer shall not exceed the Limit of Liability stated in your Policy Schedule / Certificate of Insurance.

**33. Property of Employees and Visitors/Personal Effects**

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that this Policy covers direct physical loss of or damage in respect of the personal effects (except vehicles) owned by Insured, Insured's officers, partners, employee or of others in Insured's care, custody or control when at a premise described in the Schedule. The coverage does not apply to theft from any vehicle.

The indemnity provided herein shall be subject to the limit of indemnity as specified in your Policy Schedule / Certificate of Insurance.

**34. Property Outside/Away From the Premises**

It is hereby agreed and declared that notwithstanding anything to the contrary in this policy or in any of its conditions the insured may keep anywhere part of the property (including goods) in the open, but Machinery and Equipment away from the Premises is subject to a sub-limit per location per event. Cover is extended to include stocks outside plant Premises in Tanks / Pipelines or for conversion, stock in depot whether owned or leased. The maximum time period for which this part of the property may be outside the insured's premises is 30 days.

**35. Tenants Improvement**

It is hereby agreed and declared that notwithstanding anything to the contrary in this policy or in any of its conditions that the Tenant's Premises: The Company will also pay in addition to the sum Insured for insured property, the cost of repairing or replacing damage to Insured's landlord's premises or property (other than glass) for which Insured is liable under the terms of lease or rental agreement arising from theft or attempted theft at the premises.

The indemnity provided herein shall be subject to the limit of indemnity as specified in your Policy Schedule / Certificate of Insurance.

**36. Shutdown Expenses**

It is hereby agreed and declared that notwithstanding anything to the contrary in this policy or in any of its conditions this policy extends to cover shut down and start-up costs necessarily and reasonably incurred by the insured consequent upon a loss or damage covered by this policy.

The indemnity provided herein shall be subject to the limit of indemnity as specified in your Policy Schedule / Certificate of Insurance.

**37. Waiver of Subrogation**

It is hereby agreed and declared that notwithstanding anything to the contrary in this policy or in any of its conditions that in the event of the claim arising under this policy, the Company agrees to waive any rights remedies or relief to which they might become entitled by subrogation against specific parties

**38. Trace and Access**

it is hereby agreed and declared that notwithstanding anything to the contrary in this policy or in any of its conditions that the costs and expenses incurred in investigating and identifying the cause of Damage, and of identifying the location of such cause.

The indemnity provided herein shall be subject to the limit of indemnity as specified in your Policy Schedule / Certificate of Insurance.

**39. Waiver of Underinsurance**

It is hereby agreed and declared that notwithstanding anything to the contrary in this policy or in any of its conditions if, in the event of loss or damage, it is found that the sum insured is less than the amount required to be insured, then the amount recoverable by the insured under this section shall be reduced in such proportion as the sum insured bears to the amount required to be insured. Provided, however, if the said sum insured in respect of such item(s) of the schedule shall not be less than \_\_\_\_% (as mentioned in your Policy Schedule/Certificate of Insurance) of the value of the item(s) thereat, this condition shall be of no purpose and effect.

**40. Catalyst and Consumable (including lining and refractory) interest in process**

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that loss of or damage to catalysts and consumable materials including

lining and refractory in the course of process are covered to a maximum limit as specified in the Schedule. This extension also covers loss and/or damage of catalysts due to its sudden poisoning /deactivation by a cause not excluded under the policy.

Basis of Indemnity – Actual Cash value (i.e. the residual value)

The indemnity provided herein shall be subject to the limit of indemnity as specified in your Policy Schedule / Certificate of Insurance.

**41. Plans, Documents, Computer Systems Records, Archives and Cost of Re-writing Records**

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that the insurance by this Policy extends to cover loss of data, data media and records including plans, documents and archives as well as its restoring or regeneration or reconstruction, up to a limit as specified in the Schedule subject to following.

1. The loss of data, data media and records having been caused by damage covered under this policy.
2. We will indemnify the Insured the Cost, Charges and Expenses incurred in restoring or regenerating or reconstructing the documents but only for the value of the material and not for their value to the Insured, which may have been destroyed, damaged, lost, or mislaid following a claim admissible under the policy. It is understood that the said documents may consist of deeds, views, agreements, maps, plans, records, books, letters, certificates and the like, but bearer bonds, coupons, bank or currency notes or other negotiable instruments shall be deemed to be excluded from this insurance.
3. Data / Software backup being kept in fireproof safe.
4. The following special exclusions will apply:
  - a) Loss or damage for which the Repair Company or Maintenance Company is contractually liable.
  - b) Any cost for standard adjustment, rectifying functional failures and maintenance of Insured object unless necessary in connection with the repair of an Insured loss.
  - c) Normal wear and tear of media
  - d) Erroneous programming, perforating, inadvertent cancelling of information or discarding of data media, loss of information caused by magnetic fields, loading or printing.
  - e) Consequential loss of any kind

The indemnity provided herein shall be subject to the limit of indemnity as specified in your Policy Schedule / Certificate of Insurance.

**42. Exhibition, Exposition, Fair or Trade Show**

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that The Company will pay to the Insured for direct physical loss of or damage caused by a peril mentioned below to property insured situated on the premises of any exhibition, exposition, fair or trade show unless such property is otherwise more specifically insured. The scope of coverage will be within the Territorial scope of this policy.

Perils Covered – Insured Perils under the policy unless otherwise specifically mentioned in The Schedule

The indemnity provided herein shall be subject to the limit of indemnity as specified in your Policy Schedule / Certificate of Insurance.

**43. Lawns, Plants, Shrubs or Trees**

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that The Company will pay for direct physical loss of or damage, in respect of the Policy, to lawns, plants, shrubs or trees occurring at such premises as described in the Schedule. This coverage does not apply to improvements at a golf course



unless specifically mentioned in the Schedule. This coverage does not apply to loss or damage caused by or resulting from: windstorm and hail; vehicle damage; weight of snow, ice or sleet; and water damage.

The indemnity provided herein shall be subject to the limit of indemnity as specified in your Policy Schedule / Certificate of Insurance.

#### **44. Tenant's Liability**

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, the indemnity provided by this insurance extends to include all sums for which the Insured having insurable interest derived out of the terms of the lease agreement shall become legally liable to pay following upon damage to property occupied by the Insured, consequent upon the Insured's occupation of any premises or building as a tenant

Provided that: -

1. Such liability arises out of the normal occupational activity of the Insured at the premises described in the Schedule to the Policy or as otherwise confirmed by The Company or endorsed thereon
2. There shall be no liability on behalf of The Company following any property or portion of property or premises being sub-let by the Insured insofar as such property is concerned.
3. The Insured shall not breach any contractual agreement or obligation between any landlord or any other tenant of the premises or property as such breach may have any bearing on the interests of The Company.

In the event of any Landlord to the Insured having effected insurance on behalf of the Insured as tenant; or the Insured as tenant being entitled to indemnity or compensation from any other source then the provision of such compensation shall be combined with such insurance and shall be considered to be the 'initial indemnity' and any amount having been paid for by such combined 'initial indemnity' shall be deducted from the indemnity provided for by this Policy. If such an amount of 'initial indemnity' shall exceed the limit of indemnity as provided by this Policy then there shall be no payment of indemnity in terms of this clause.

The indemnity provided herein shall be subject to the limit of indemnity as specified in your Policy Schedule / Certificate of Insurance.

#### **45. Unrepaired Damage**

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that in the event of the Insured deciding not to replace or repair the damaged item covered under the Policy and decides to continue with the damaged item after incurring necessary expenditure for safe working of the damaged item, the measure of indemnity in respect of claims for unrepaired damage shall be the reasonable depreciation in the market value of the item at the time this insurance terminates arising from such unrepaired damage, but not exceeding the reasonable cost of repairs which would have been incurred by the Insured had the Insured repaired the damaged item.

In no case shall the Insurer be liable for unrepaired damage item in the event of a subsequent total loss sustained during the Policy Period or any extension thereof.

The indemnity provided herein shall be subject to the limit of indemnity as specified in your Policy Schedule / Certificate of Insurance.

#### **46. Seventy-Two Hours Clause**

It is hereby agreed and declared that notwithstanding anything to the contrary in this policy or in any of its conditions

**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 recognised 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.

**Earthquake (to be deleted if Earthquake Cover is not opted for)**

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.

Official recognised 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.

**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 recognised 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.

**47. Additional Insureds (to be named in The Schedule)**

It is understood and agreed 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 Insureds; including interest of mortgagees and notice of assignment in respect thereof.

Nothing contained in this Endorsement shall be deemed to increase the Sum(s) Insured or Limit of Indemnity stated in Your Policy Schedule/Certificate of Insurance.

**48. Multiple Insured Clause**

If in any Section The Insured comprises of more than one party each operating as a separate and distinct entity, this Policy of Insurance shall, unless otherwise provided for in this Policy of Insurance, apply as if a separate policy had been issued to each of these parties provided always that The Insurer's overall liability towards the parties that constitute The Insured in any Section shall not exceed the Sum Insured and any limits of indemnity specified in The Schedule to that Section. Any payment made by The Insurer to any Insured Party as a result of an occurrence of loss or damage shall reduce, by the amount of that payment, The Insurer's liability towards all Insured Parties that constitute The Insured arising from that occurrence under this Policy of Insurance

**49. Payments on Account**

Payments on account may be made to the Insured following Damage at the discretion of the Insurer but in no case shall any payment exceed the Insurer's liability for each item in respect of which payment is to be made

**50. Non-Vitiation Clause**

The various parties comprising the insured operate as separate and distinct entities, the rights of each of these parties in all respects shall (non-withstanding anything contained or implied herein to the contrary), be treated as though each of the parties had separate policies for their respective rights and interests and indemnities of any of the parties who are not guilty of any act, omission, statement, fraud, misrepresentation, non-disclosure, breach of condition/warranty or mis-statement on the part of any individual insured which may vitiate any claims or render this policy void shall have such effect only as to the rights and interests of that particular insured and shall not prejudice the rights and interest of any other insured under this policy.

Nothing contained in this Endorsement shall be deemed to increase the Sum(s) Insured or Limit of Indemnity stated in the Policy Schedule / Certificate of Insurance, subject otherwise to the terms, exclusions, conditions and limitations of this Policy.

**51. Nominated Loss Adjusters**

Insurers agree that, in the event of an occurrence that is likely to give rise to a claim under this Policy, the Insured can appoint one of the following firms of Adjusters/Surveyors to act on behalf of Insurers to conduct all loss or damage surveys or adjustments (insert names here).

**52. Non-Invalidation**

It is hereby agreed that this insurance shall not be invalidated by:

1. Any change of occupancy or increase of risk taking place in the property insured without the insured's knowledge provided that they shall, immediately on the same coming to their knowledge, advise the insures and pay any additional premium that may be required form the date of such increase of risk.
2. Workmen on the premises for the purposes of effecting repairs, minor alterations to the premises or general maintenance purposes and the like.

**53. Primary and Non-Contributory**

It is expressly agreed that this policy provides primary insurance cover and shall not be contributory to any other policy that may exist whether the other policy also covers the interest of the insured or not. Subject other wise to the terms and conditions of the Policy.

**54. Vehicle Load Clause**

In the event of any of the insured's vehicles being left loaded overnight whilst in or on or about the premises of the insured or his authorised warehouses the Company will indemnify the insured in respect of such load in the event of loss or damage by any of the perils insured against by this Policy.

The indemnity provided herein shall be subject to the limit of indemnity as specified in your Policy Schedule/Certificate of Insurance.

**55. Un-Occupancy Clause**

It is hereby agreed and declared that notwithstanding anything to the contrary in this policy or in any of its conditions that the insurance by this Policy will not be prejudiced in the event of any Building remaining unoccupied for a greater period than 30 days, provided that in due course the Insured or their agents give notice in writing to the Company and on demand pay such reasonable additional premium as the Company may require.

**56. Leak search / finding cost Clause**

It is hereby agreed and declared that notwithstanding anything to the contrary in this policy or in any of its conditions in addition to indemnifiable costs of repair or replacement the company will indemnify the insured for the cost and expenses necessarily and reasonably incurred in locating and obtaining access to any part or parts of the insured property in order to locate and repair leaks or other damages.

The indemnity provided herein shall be subject to the limit of indemnity as specified in your Policy Schedule / Certificate of Insurance.

**57. Loss Payee Clause**

it is hereby agreed and declared that notwithstanding anything to the contrary in this policy or in any of its conditions loss is payable to The Insured or as directed by The Insured, which shall include such party who has an insurable interest in the subject matter insured at the time of loss or damage

**Digit Marine Cargo Policy**  
**(UIN: IRDAN158RP0005V01202021)**

**PREAMBLE**

In consideration of the Policyholder named herein paying to the Go Digit General Insurance Ltd (hereinafter called the Company) the premium as mentioned in the schedule and based on the statements made by the Policyholder in the Proposal including its attachment or otherwise, and the material incorporated therein, The Company agrees, Subject to the Terms, Conditions, Exclusions, Clauses, Warranties and Deductible contained herein or endorsed or otherwise expressed hereon, to provide insurance against loss, damage or expenses to the extent and in the manner herein provided.

**COVERAGE AND CLAUSES**

Below is the List of Clauses available under this Policy. Clause relevant and specific to Your Contract/Policy are mentioned in Your Policy Schedule/Certificate of Insurance.

**Institute Cargo Clauses (A)**  
**CI.382, 1.1.2009**

**RISKS COVERED****Risks Clause**

1. This insurance covers all risks of loss of or damage to the subject-matter insured except as excluded by the provisions of Clauses 4, 5, 6 and 7 below.

**General Average Clause**

2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of carriage and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 below.

**"Both to Blame Collision Clause"**

3. This insurance indemnifies the Assured, in respect of any risk insured herein, against liability incurred under any Both to Blame Collision Clause in the contract of carriage. In the event of any claim by carriers under the said Clause, the Assured agree to notify the Insurers who shall have the right, at their own cost and expense, to defend the Assured against such claim.

**EXCLUSIONS****General Exclusions Clause**

4. In no case shall this insurance cover
  - 4.1 loss damage or expense attributable to wilful misconduct of the Assured
  - 4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
  - 4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject- matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)
  - 4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
  - 4.5 loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
  - 4.6 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage

This exclusion shall not apply where the contract of insurance has been assigned to the

party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract

- 4.7 loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

**Unseaworthiness and Unfitness Exclusion Clause**

5. 5.1 In no case shall this insurance cover loss damage or expense arising from
- 5.1.1 unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject- matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein
- 5.1.2 unfitness of container or conveyance for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading.
- 5.2 Exclusion 5.1.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.
- 5.3 The Insurers waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.

**War Exclusion Clause**

6. In no case shall this insurance cover loss damage or expense caused by
- 6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
- 6.2 capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat
- 6.3 derelict mines torpedoes bombs or other derelict weapons of war.

**Strike Exclusion Clause**

7. In no case shall this insurance cover loss damage or expense
- 7.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
- 7.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions
- 7.3 caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted
- 7.4 caused by any person acting from a political, ideological or religious motive.

**DURATION**

**Transit Clause**

8. 8.1 Subject to Clause 11 below, this insurance attaches from the time the subject-matter insured is first moved in the warehouse or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit, continues during the ordinary course of transit and terminates either
- 8.1.1 on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of insurance,
- 8.1.2 on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or
- 8.1.3 when the Assured or their employees elect to use any carrying vehicle or other

conveyance or any container for storage other than in the ordinary course of transit or

- 8.1.4 on the expiry of 60 days after completion of discharge overseaside of the subject-matter insured from the overseas vessel at the final port of discharge, whichever shall first occur.
- 8.2 If, after discharge overseaside from the overseas vessel at the final port of discharge, but prior to termination of this insurance, the subject-matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided in Clauses 8.1.1 to 8.1.4, shall not extend beyond the time the subject-matter insured is first moved for the purpose of the commencement of transit to such other destination.
- 8.3 This insurance shall remain in force (subject to termination as provided for in Clauses 8.1.1 to 8.1.4 above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage.

#### **Termination of Contract of Carriage Clause**

9. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before unloading of the subject-matter insured as provided for in Clause 8 above, then this insurance shall also terminate *unless prompt notice is given to the Insurers and continuation of cover is requested when this insurance shall remain in force, subject to an additional premium if required by the Insurers*, either
- 9.1 until the subject-matter insured is sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the subject-matter insured at such port or place, whichever shall first occur, or
- 9.2 if the subject-matter insured is forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of Clause 8 above.

#### **Change of Voyage Clause**

10. 10.1 Where, after attachment of this insurance, the destination is changed by the Assured, *this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.*
- 10.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 8.1), but, without the knowledge of the Assured or their employees the ship sails for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

### **CLAIMS**

#### **Insurable Interest Clause**

11. 11.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.
- 11.2 Subject to Clause 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not.

#### **Forwarding Charges Clause**

12. Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter insured is covered



under this insurance, the Insurers will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter insured to the destination to which it is insured.

This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their employees.

#### **Constructive Total Loss Clause**

13. No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter insured to the destination to which it is insured would exceed its value on arrival.

#### **Increased Value Clause**

14. 14.1 If any Increased Value insurance is effected by the Assured on the subject-matter insured under this insurance the agreed value of the subject-matter insured shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

- 14.2 **Where this insurance is on Increased Value the following clause shall apply:**

The agreed value of the subject-matter insured shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the subject-matter insured by the Assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

#### **BENEFIT OF INSURANCE**

##### **Not to Inure Clause**

15. This insurance
- 15.1 covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,
- 15.2 shall not extend to or otherwise benefit the carrier or other bailee.

#### **MINIMISING LOSSES**

##### **Duty of Assured Clause**

16. It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunder
- 16.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and
- 16.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Insurers will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

##### **Waiver Clause**

17. Measures taken by the Assured or the Insurers with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

#### **AVOIDANCE OF DELAY**

**Reasonable Despatch Clause**

18. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

**LAW AND PRACTICE****English Law and Practice Clause**

19. This insurance is subject to English law and practice.

*NOTE: - Where a continuation of cover is requested under Clause 9, or a change of destination is notified under Clause 10, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.*

**Institute Cargo Clauses (B)**

**CI.383, 1.1.2009**

**RISKS COVERED****Risks Clause**

1. This insurance covers, except as excluded by the provisions of Clauses 4, 5, 6 and 7 below,
  - 1.1 loss of or damage to the subject-matter insured reasonably attributable to
    - 1.1.1 fire or explosion
    - 1.1.2 vessel or craft being stranded grounded sunk or capsized
    - 1.1.3 overturning or derailment of land conveyance
    - 1.1.4 collision or contact of vessel craft or conveyance with any external object other than water
    - 1.1.5 discharge of cargo at a port of distress
    - 1.1.6 earthquake volcanic eruption or lightning,
  - 1.2 loss of or damage to the subject-matter insured caused by
    - 1.2.1 general average sacrifice
    - 1.2.2 jettison or washing overboard
    - 1.2.3 entry of sea lake or river water into vessel craft hold conveyance container or place of storage,
  - 1.3 total loss of any package lost overboard or dropped whilst loading on to, or unloading from, vessel or craft.

**General Average Clause**

2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of carriage and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 below.

**"Both to Blame Collision Clause"**

3. This insurance indemnifies the Assured, in respect of any risk insured herein, against liability incurred under any Both to Blame Collision Clause in the contract of carriage. In the event of any claim by carriers under the said Clause, the Assured agree to notify the Insurers who shall have the right, at their own cost and expense, to defend the Assured against such claim.

**EXCLUSIONS****General Exclusions Clause**

4. In no case shall this insurance cover
  - 4.1 loss damage or expense attributable to wilful misconduct of the Assured
  - 4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
  - 4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)
  - 4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
  - 4.5 loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
  - 4.6 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter

insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage

This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract

- 47 deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons
- 48 loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

#### **Unseaworthiness and Unfitness Exclusion Clause**

- 5. 5.1 In no case shall this insurance cover loss damage or expense arising from
  - 5.1.1 unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject- matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein
  - 5.1.2 unfitness of container or conveyance for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out
    - prior to attachment of this insurance or
    - by the Assured or their employees and they are privy to such unfitness at the time of loading.
- 5.2 Exclusion 5.1.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.
- 5.3 The Insurers waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.

#### **War Exclusion Clause**

- 6. In no case shall this insurance cover loss damage or expense caused by
  - 6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
  - 6.2 capture seizure arrest restraint or detainment, and the consequences thereof or any attempt thereat
  - 6.3 derelict mines torpedoes bombs or other derelict weapons of war.

#### **Strike Exclusion Clause**

- 7. In no case shall this insurance cover loss damage or expense
  - 7.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
  - 7.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions
  - 7.3 caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted
  - 7.4 caused by any person acting from a political, ideological or religious motive.

#### **DURATION**

##### **Transit Clause**

- 8. 8.1 Subject to Clause 11 below, this insurance attaches from the time the subject-matter insured is first moved in the warehouse or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit, continues during the ordinary course of transit and terminates
  - either
  - 8.1.1 on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of insurance,
  - 8.1.2 on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or
  - 8.1.3 when the Assured or their employees elect to use any carrying vehicle or other

conveyance or any container for storage other than in the ordinary course of transit or

8.1.4 on the expiry of 60 days after completion of discharge overseaside of the subject-matter insured from the overseas vessel at the final port of discharge, whichever shall first occur.

8.2 If, after discharge overseaside from the overseas vessel at the final port of discharge, but prior to termination of this insurance, the subject-matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided in Clauses 8.1.1 to 8.1.4, shall not extend beyond the time the subject-matter insured is first moved for the purpose of the commencement of transit to such other destination.

8.3 This insurance shall remain in force (subject to termination as provided for in Clauses 8.1.1 to 8.1.4 above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage.

#### **Termination of Contract of Carriage Clause**

9. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before unloading of the subject-matter insured as provided for in Clause 8 above, then this insurance shall also terminate *unless prompt notice is given to the Insurers and continuation of cover is requested when this insurance shall remain in force, subject to an additional premium if required by the Insurers*, either

9.1 until the subject-matter insured is sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the subject-matter insured at such port or place, whichever shall first occur,

or

9.2 if the subject-matter insured is forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of Clause 8 above.

#### **Change of Voyage Clause**

10. 10.1 Where, after attachment of this insurance, the destination is changed by the Assured, *this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.*

10.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 8.1), but, without the knowledge of the Assured or their employees the ship sails for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

### **CLAIMS**

#### **Insurable Interest Clause**

11. 11.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.

11.2 Subject to Clause 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not.

#### **Forwarding Charges Clause**

12. Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter insured is covered under this insurance, the Insurers will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter insured to the destination to which it is insured.

This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their employees.

**Constructive Total Loss Clause**

13. No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter insured to the destination to which it is insured would exceed its value on arrival.

**Increased Value Clause**

14. 14.1 If any Increased Value insurance is effected by the Assured on the subject-matter insured under this insurance the agreed value of the subject-matter insured shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

14.2 **Where this insurance is on Increased Value the following clause shall apply:**

The agreed value of the subject-matter insured shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the subject-matter insured by the Assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

**BENEFIT OF INSURANCE****Not to Inure Clause**

15. This insurance
- 151 covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,
  - 152 shall not extend to or otherwise benefit the carrier or other bailee.

**MINIMISING LOSSES****Duty of Assured Clause**

16. It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunder
- 161 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and
  - 162 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Insurers will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

**Waiver Clause**

17. Measures taken by the Assured or the Insurers with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

**AVOIDANCE OF DELAY****Reasonable Despatch Clause**

18. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

**LAW AND PRACTICE****English Law and Practice Clause**

19. This insurance is subject to English law and practice.

*NOTE: - Where a continuation of cover is requested under Clause 9, or a change of destination is notified under Clause 10, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.*

**Institute Cargo Clauses (C)**

CI.384, 1.1.2009

**RISKS COVERED****Risks Clause**

1. This insurance covers, except as excluded by the provisions of Clauses 4, 5, 6 and 7 below,
  - 1.1 loss of or damage to the subject-matter insured reasonably attributable to
    - 1.1.1 fire or explosion
    - 1.1.2 vessel or craft being stranded grounded sunk or capsized
    - 1.1.3 overturning or derailment of land conveyance
    - 1.1.4 collision or contact of vessel craft or conveyance with any external object other than water
    - 1.1.5 discharge of cargo at a port of distress,
  - 1.2 loss of or damage to the subject-matter insured caused by
    - 1.2.1 general average sacrifice
    - 1.2.2 jettison.

**General Average Clause**

2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of carriage and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 below.

**"Both to Blame Collision Clause"**

3. This insurance indemnifies the Assured, in respect of any risk insured herein, against liability incurred under any Both to Blame Collision Clause in the contract of carriage. In the event of any claim by carriers under the said Clause, the Assured agree to notify the Insurers who shall have the right, at their own cost and expense, to defend the Assured against such claim.

**EXCLUSIONS****General Exclusions Clause**

4. In no case shall this insurance cover
  - 4.1 loss damage or expense attributable to wilful misconduct of the Assured
  - 4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
  - 4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject- matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)
  - 4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
  - 4.5 loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
  - 4.6 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage  
This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract
  - 4.7 deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons
  - 4.8 loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

**Unseaworthiness and Unfitness Exclusion Clause**

5. 5.1 In no case shall this insurance cover loss damage or expense arising from
  - 5.1.1 unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject- matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein
  - 5.1.2 unfitness of container or conveyance for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time



of loading.

- 5.2 Exclusion 5.1.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.
- 5.3 The Insurers waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.

#### **War Exclusion Clause**

6. In no case shall this insurance cover loss damage or expense caused by
- 6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
- 6.2 capture seizure arrest restraint or detainment, and the consequences thereof or any attempt thereat
- 6.3 derelict mines torpedoes bombs or other derelict weapons of war.
7. In no case shall this insurance cover loss damage or expense
- 7.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
- 7.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions
- 7.3 caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted
- 7.4 caused by any person acting from a political, ideological or religious motive.

#### **Strike Exclusion Clause**

##### **DURATION**

##### **Transit Clause**

8. 8.1 Subject to Clause 11 below, this insurance attaches from the time the subject-matter insured is first moved in the warehouse or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit, continues during the ordinary course of transit and terminates either
- 8.1.1 on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of insurance,
- 8.1.2 on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or
- 8.1.3 when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit or
- 8.1.4 on the expiry of 60 days after completion of discharge overseas of the subject-matter insured from the overseas vessel at the final port of discharge, whichever shall first occur.
- 8.2 If, after discharge overseas from the overseas vessel at the final port of discharge, but prior to termination of this insurance, the subject-matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided in Clauses 8.1.1 to 8.1.4, shall not extend beyond the time the subject-matter insured is first moved for the purpose of the commencement of transit to such other destination.
- 8.3 This insurance shall remain in force (subject to termination as provided for in Clauses 8.1.1 to 8.1.4 above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage.

#### **Termination of Contract of Carriage Clause**

9. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise



terminated before unloading of the subject-matter insured as provided for in Clause 8 above, then this insurance shall also terminate *unless prompt notice is given to the Insurers and continuation of cover is requested when this insurance shall remain in force, subject to an additional premium if required by the Insurers*, either

- 9.1 until the subject-matter insured is sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the subject-matter insured at such port or place, whichever shall first occur, or
- 9.2 if the subject-matter insured is forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of Clause 8 above.

#### **Change of Voyage Clause**

10. 10.1 Where, after attachment of this insurance, the destination is changed by the Assured, *this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.*
- 10.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 8.1), but, without the knowledge of the Assured or their employees the ship sails for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

#### **CLAIMS**

##### **Insurable Interest Clause**

11. 11.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.
- 11.2 Subject to Clause 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not.

##### **Forwarding Charges Clause**

12. Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter insured is covered under this insurance, the Insurers will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter insured to the destination to which it is insured.

This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their employees.

##### **Constructive Total Loss Clause**

13. No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter insured to the destination to which it is insured would exceed its value on arrival.

##### **Increased Value Clause**

14. 14.1 If any Increased Value insurance is effected by the Assured on the subject-matter insured under this insurance the agreed value of the subject-matter insured shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.  
In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.
- 14.2 **Where this insurance is on Increased Value the following clause shall apply:**  
The agreed value of the subject-matter insured shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the subject-matter insured by the Assured, and liability under this

insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

### **BENEFIT OF INSURANCE**

#### **Not to Inure Clause**

15. This insurance
- 15.1 covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,
  - 15.2 shall not extend to or otherwise benefit the carrier or other bailee.

### **MINIMISING LOSSES**

#### **Duty of Assured Clause**

16. It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunder
- 16.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and
  - 16.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Insurers will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

#### **Waiver Clause**

17. Measures taken by the Assured or the Insurers with the object of saving, protecting or recovering the subject- matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

### **AVOIDANCE OF DELAY**

#### **Reasonable Despatch Clause**

18. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

### **LAW AND PRACTICE**

#### **English Law and Practice Clause**

19. This insurance is subject to English law and practice.

*NOTE: - Where a continuation of cover is requested under Clause 9, or a change of destination is notified under Clause 10, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.*

## **Institute Cargo Clauses (AIR)(excluding sendings by Post)**

Cl. 387, 1.1.2009

### **RISKS COVERED**

#### **Risks Clauses**

1. This insurance covers all risks of loss of or damage to the subject-matter insured except as excluded by the provisions of Clauses 3, 4 and 5 below.

#### **Salvage Charges Clauses**

2. This insurance covers salvage charges incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 3, 4 and 5 below.

### **EXCLUSIONS**

#### **General Exclusions Clause**

3. In no case shall this insurance cover
- 3.1 loss damage or expense attributable to wilful misconduct of the Assured
  - 3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
  - 3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject- matter insured to withstand the ordinary incidents of the insured transit

where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)

- 3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
- 3.5 loss damage or expense arising from unfitness of aircraft conveyance or container for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading. This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.
- 3.6 loss damage or expense caused by delay, even though the delay be caused by a risk insured against
- 3.7 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the aircraft where, at the time of loading of the subject-matter insured on board the aircraft, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the transit  
This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract
- 3.8 loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

#### **War Exclusion Clause**

- 4. In no case shall this insurance cover loss damage or expense caused by
  - 4.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
  - 4.2 capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat
  - 4.3 derelict mines torpedoes bombs or other derelict weapons of war.

#### **Strike Exclusion Clause**

- 5. In no case shall this insurance cover loss damage or expense
  - 5.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
  - 5.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions
  - 5.3 caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted
  - 5.4 caused by any person acting from a political, ideological or religious motive.

#### **DURATION**

##### **Transit Clause**

- 6. 6.1 Subject to Clause 9 below, this insurance attaches from the time the subject-matter insured is first moved in the warehouse, premises or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit, continues during the ordinary course of transit and terminates either
  - 6.1.1 on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse, premises or place of storage at the destination named in the contract of insurance,
  - 6.1.2 on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse, premises or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or
  - 6.1.3 when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit or
  - 6.1.4 on the expiry of 30 days after completion of unloading of the subject-matter insured from the aircraft at the final place of discharge,

whichever shall first occur.

- 6.2 If, after unloading from the aircraft at the final place of discharge, but prior to termination of this insurance, the subject-matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided in Clauses 6.1.1 to 6.1.4, shall not extend beyond the time the subject-matter insured is first moved for the purpose of the commencement of transit to such other destination.
- 6.3 This insurance shall remain in force (subject to termination as provided for in Clauses 6.1.1 to 6.1.4 above and to the provisions of Clause 7 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to the air carriers under the contract of carriage.

#### **Termination of Contract of Carriage Clause**

7. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a place other than the destination named therein or the transit is otherwise terminated before unloading of the subject-matter insured as provided for in Clause 6 above, then this insurance shall also terminate *unless prompt notice is given to the Insurers and continuation of cover is requested when this insurance shall remain in force, subject to an additional premium if required by the Insurers*, either
- 7.1 until the subject-matter insured is sold and delivered at such place, or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the subject-matter insured at such place, whichever shall first occur,  
or
- 7.2 if the subject-matter insured is forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of Clause 6 above.

#### **Change of Transit Clause**

8. 8.1 Where, after attachment of this insurance, the destination is changed by the Assured, *this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.*
- 8.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 6.1), but, without the knowledge of the Assured or their employees the aircraft leaves for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

### **CLAIMS**

#### **Insurable Interest Clause**

9. 9.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.
- 9.2 Subject to Clause 9.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not.

#### **Forwarding Charges Clause**

10. Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a place other than that to which the subject-matter insured is covered under this insurance, the Insurers will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter insured to the destination to which it is insured. This Clause 10, which does not apply to salvage charges, shall be subject to the exclusions contained in Clauses 3, 4 and 5 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their employees.

#### **Constructive Total Loss Clause**

11. No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter insured to the destination to which it is insured would exceed its value on

arrival.

### **Increased Value Clause**

12. 12.1 If any Increased Value insurance is effected by the Assured on the subject-matter insured under this insurance the agreed value of the subject-matter insured shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

### 12.2 **Where this insurance is on Increased Value the following clause shall apply:**

The agreed value of the subject-matter insured shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the subject-matter insured by the Assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

## **BENEFIT OF INSURANCE**

### **Not to Inure Clause**

13. This insurance

13.1 covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,

13.2 shall not extend to or otherwise benefit the carrier or other bailee.

## **MINIMISING LOSSES**

### **Duty of Assured Clause**

14. It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunder

14.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and

14.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Insurers will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

### **Waiver Clause**

15. Measures taken by the Assured or the Insurers with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

## **AVOIDANCE OF DELAY**

### **Reasonable Despatch Clause**

16. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

## **LAW AND PRACTICE**

### **English Law and Practice Clause**

17. This insurance is subject to English law and practice.

*NOTE: - Where a continuation of cover is requested under Clause 7, or a change of destination is notified under Clause 8, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.*

## **Institute War Clauses (Cargo)**

CI.385, 1.1.2009

## **RISKS COVERED**

### **Risks Clause**

1. This insurance covers, except as excluded by the provisions of Clauses 3 and 4 below, loss of

or damage to the subject-matter insured caused by

- 1.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
- 1.2 capture seizure arrest restraint or detention, arising from risks covered under 1.1 above, and the consequences thereof or any attempt thereat
- 1.3 derelict mines torpedoes bombs or other derelict weapons of war.

#### **General Average Clause**

2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of carriage and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these Clauses.

#### **EXCLUSIONS**

##### **General Exclusions Clause**

3. In no case shall this insurance cover
  - 3.1 loss damage or expense attributable to wilful misconduct of the Assured
  - 3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
  - 3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)
  - 3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
  - 3.5 loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
  - 3.6 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage  
This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract
  - 3.7 any claim based upon loss of or frustration of the voyage or adventure
  - 3.8 loss damage or expense directly or indirectly caused by or arising from any hostile use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

##### **Unseaworthiness and Unfitness Exclusion Clause**

4. 4.1 In no case shall this insurance cover loss damage or expense arising from
  - 4.1.1 unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein
  - 4.1.2 unfitness of container or conveyance for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading.
- 4.2 Exclusion 4.1.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.
- 4.3 The Insurers waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.

#### **DURATION**

##### **Transit Clause**

5. 5.1 This insurance
  - 5.1.1 attaches only as the subject-matter insured and as to any part as that part is loaded on an oversea vessel and
  - 5.1.2 terminates, subject to 5.2 and 5.3 below, either as the subject-matter insured and as to any part as that part is discharged from an oversea vessel at the final port or place of discharge,



or  
 on expiry of 15 days counting from midnight of the day of arrival of the vessel at the final port or place of discharge,  
 whichever shall  
 first occur;  
 nevertheless,  
*subject to prompt notice to the Insurers and to an additional premium*, such insurance

- 5.1.3 reattaches when, without having discharged the subject-matter insured at the final port or place of discharge, the vessel sails therefrom,  
 and
- 5.1.4 terminates, subject to 5.2 and 5.3 below, either as the subject-matter insured and as to any part as that part is thereafter discharged from the vessel at the final (or substituted) port or place of discharge,  
 or  
 on expiry of 15 days counting from midnight of the day of re-arrival of the vessel at the final port or place of discharge or arrival of the vessel at a substituted port or place of discharge,  
 whichever shall first occur.
- 5.2 If during the insured voyage the oversea vessel arrives at an intermediate port or place to discharge the subject-matter insured for on-carriage by oversea vessel or by aircraft, or the subject-matter insured is discharged from the vessel at a port or place of refuge, then, subject to 5.3 below and to an additional premium if required, this insurance continues until the expiry of 15 days counting from midnight of the day of arrival of the vessel at such port or place, but thereafter reattaches as the subject-matter insured and as to any part as that part is loaded on an on-carrying oversea vessel or aircraft. During the period of 15 days the insurance remains in force after discharge only whilst the subject-matter insured and as to any part as that part is at such port or place. If the subject-matter insured is on-carried within the said period of 15 days or if the insurance reattaches as provided in this Clause 5.2
- 5.2.1 where the on-carriage is by oversea vessel this insurance continues subject to the terms of these Clauses,  
 or
- 5.2.2 where the on-carriage is by aircraft, the current Institute War Clauses (Air Cargo) (excluding sendings by Post) shall be deemed to form part of the contract of insurance and shall apply to the on-carriage by air.
- 5.3 If the voyage in the contract of carriage is terminated at a port or place other than the destination agreed therein, such port or place shall be deemed the final port of discharge and this insurance terminates in accordance with 5.1.2. If the subject-matter insured is subsequently reshipped to the original or any other destination, then *provided notice is given to the Insurers before the commencement of such further transit and subject to an additional premium*, this insurance reattaches
- 5.3.1 in the case of the subject-matter insured having been discharged, as the subject-matter insured and as to any part as that part is loaded on the on-carrying vessel for the voyage;
- 5.3.2 in the case of the subject-matter not having been discharged, when the vessel sails from such deemed final port of discharge;  
 thereafter this insurance terminates in accordance with 5.1.4.
- 5.4 The insurance against the risks of mines and derelict torpedoes, floating or submerged, is extended whilst the subject-matter insured or any part thereof is on craft whilst in transit to or from the oversea vessel, but in no case beyond the expiry of 60 days after discharge from the oversea vessel unless otherwise specially agreed by the Insurers.
- 5.5 *Subject to prompt notice to Insurers, and to an additional premium if required*, this insurance shall remain in force within the provisions of these Clauses during any deviation, or any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage.

(For the purpose of Clause 5

"arrival" shall be deemed to mean that the vessel is anchored, moored or otherwise secured at a berth or place within the Harbour Authority area. If such a berth or place is not available, arrival is deemed to have occurred when the vessel first anchors, moors or otherwise secures either at or off the intended port or place of discharge "oversea vessel" shall be deemed to mean a vessel carrying the subject-matter from one port or place to another where such voyage involves a sea passage by that vessel)



**Change of Voyage Clause**

6. 6.1 Where, after attachment of this insurance, the destination is changed by the Assured, *this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.*

6.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 5.1), but, without the knowledge of the Assured or their employees the ship sails for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

**7. Anything contained in this contract which is inconsistent with Clauses 3.7, 3.8 or 5 shall, to the extent of such inconsistency, be null and void.**

**CLAIMS****Insurable Interest Clause**

8. 8.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.

8.2 Subject to Clause 8.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not.

**Increased Value Clause**

9. 9.1 If any Increased Value insurance is effected by the Assured on the subject-matter insured under this insurance the agreed value of the subject-matter insured shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

9.2 **Where this insurance is on Increased Value the following clause shall apply:**

The agreed value of the subject-matter insured shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the subject-matter insured by the Assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

**BENEFIT OF INSURANCE****Not to Inure Clause**

10. This insurance

10.1 covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,

10.2 shall not extend to or otherwise benefit the carrier or other bailee.

**MINIMISING LOSSES****Duty of Assured Clause**

11. It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunder

11.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and

11.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Insurers will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

**Waiver Clause**

12. Measures taken by the Assured or the Insurers with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

#### **AVOIDANCE OF DELAY**

##### **Reasonable Despatch Clause**

13. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

#### **LAW AND PRACTICE**

##### **English Law and Practice Clause**

14. This insurance is subject to English law and practice.

*NOTE: - Where a reattachment of cover is requested under Clause 5, or a change of destination is notified under Clause 6, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.*

### **Institute Strikes Clauses (Cargo)**

**CI.386, 1.1.2009**

#### **RISKS COVERED**

##### **Risks Clause**

1. This insurance covers, except as excluded by the provisions of Clauses 3 and 4 below, loss of or damage to the subject-matter insured caused by
- 1.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
  - 1.2 any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted
  - 1.3 any person acting from a political, ideological or religious motive.

##### **General Average Clause**

2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of carriage and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these Clauses.

#### **EXCLUSIONS**

##### **General Exclusions Clause**

3. In no case shall this insurance cover
- 3.1 loss damage or expense attributable to wilful misconduct of the Assured
  - 3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
  - 3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)
  - 3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
  - 3.5 loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
  - 3.6 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage  
This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract
  - 3.7 loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion

- 3.8 any claim based upon loss of or frustration of the voyage or adventure
- 3.9 loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- 3.10 loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.

#### **Unseaworthiness and Unfitness Exclusion Clause**

- 4. 4.1 In no case shall this insurance cover loss damage or expense arising from
  - 4.1.1 unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein
  - 4.1.2 unfitness of container or conveyance for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out
    - prior to attachment of this insurance or
    - by the Assured or their employees and they are privy to such unfitness at the time of loading.
- 4.2 Exclusion 4.1.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.
- 4.3 The Insurers waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination. DURATION

#### **Transit Clause**

- 5. 5.1 Subject to Clause 8 below, this insurance attaches from the time the subject-matter insured is first moved in the warehouse or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit, continues during the ordinary course of transit and terminates either
  - 5.1.1 on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of insurance,
  - 5.1.2 on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or
  - 5.1.3 when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit or
  - 5.1.4 on the expiry of 60 days after completion of discharge overseas of the subject-matter insured from the overseas vessel at the final port of discharge, whichever shall first occur.
- 5.2 If, after discharge overseas from the overseas vessel at the final port of discharge, but prior to termination of this insurance, the subject-matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided in Clauses 5.1.1 to 5.1.4, shall not extend beyond the time the subject-matter insured is first moved for the purpose of the commencement of transit to such other destination.
- 5.3 This insurance shall remain in force (subject to termination as provided for in Clauses 5.1.1 to 5.1.4 above and to the provisions of Clause 6 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage.

#### **Termination of Contract of Carriage Clause**

- 6. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before unloading of the subject-matter insured as provided for in Clause 5 above, then this insurance shall also terminate *unless prompt notice is given to the Insurers and continuation of cover is requested when this insurance shall remain in force, subject to an additional premium if required by the Insurers*, either
  - 6.1 until the subject-matter insured is sold and delivered at such port or place, or, unless

otherwise specially agreed, until the expiry of 60 days after arrival of the subject-matter insured at such port or place, whichever shall first occur,  
or

- 6.2 if the subject-matter insured is forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of Clause 5 above.

#### **Change of Voyage Clause**

7. 7.1 Where, after attachment of this insurance, the destination is changed by the Assured, *this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.*
- 7.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 5.1), but, without the knowledge of the Assured or their employees the ship sails for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

### **CLAIMS**

#### **Insurable Interest Clause**

8. 8.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.
- 8.2 Subject to Clause 8.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not.

#### **Increased Value Clause**

9. 9.1 If any Increased Value insurance is effected by the Assured on the subject-matter insured under this insurance the agreed value of the subject-matter insured shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.  
In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.
- 9.2 **Where this insurance is on Increased Value the following clause shall apply:**  
The agreed value of the subject-matter insured shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the subject-matter insured by the Assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.  
In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

### **BENEFIT OF INSURANCE**

#### **Not to Inure Clause**

10. This insurance
- 10.1 covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,
- 10.2 shall not extend to or otherwise benefit the carrier or other bailee.

### **MINIMISING LOSSES**

#### **Duty of Assured Clause**

11. It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunder
- 11.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and
- 11.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Insurers will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

#### **Waiver Clause**

12. Measures taken by the Assured or the Insurers with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

#### **AVOIDANCE OF DELAY**

##### **Reasonable Despatch Clause**

13. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

#### **LAW AND PRACTICE**

##### **English Law and Practice Clause**

14. This insurance is subject to English law and practice.

*NOTE: - Where a continuation of cover is requested under Clause 6, or a change of destination is notified under Clause 7, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.*

#### **Institute War Clauses (Air Cargo) (excluding sendings by Post)**

CI.388, 1.1.2009

#### **RISKS COVERED**

##### **Risks Clause**

1. This insurance covers, except as excluded by the provisions of Clause 3 below, loss of or damage to the subject-matter insured caused by
- 1.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
  - 1.2 capture seizure arrest restraint or detainment, arising from risks covered under 1.1 above, and the consequences thereof or any attempt thereat
  - 1.3 derelict mines torpedoes bombs or other derelict weapons of war.

##### **Salvage Charges Clause**

2. This insurance covers salvage charges, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clause 3 below.

#### **EXCLUSIONS**

##### **General Exclusions Clause**

3. In no case shall this insurance cover
- 3.1 loss damage or expense attributable to wilful misconduct of the Assured
  - 3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
  - 3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject - matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)
  - 3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
  - 3.5 loss damage or expense arising from unfitness of aircraft conveyance or container for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading. This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.
  - 3.6 loss damage or expense caused by delay, even though the delay be caused by a risk insured against
  - 3.7 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the aircraft where, at the time of loading of the subject-matter insured on board the aircraft, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the transit  
This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract

- 3.8 any claim based upon loss of or frustration of the transit or adventure
- 3.9 loss damage or expense directly or indirectly caused by or arising from any hostile use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

## DURATION

### Transit Clause

4. 4.1 This insurance
- 4.1.1 attaches only as the subject-matter insured and as to any part as that part is loaded on the aircraft for the commencement of the air transit insured and
- 4.1.2 terminates, subject to 4.2 and 4.3 below, either as the subject-matter insured and as to any part as that part is discharged from the aircraft at the final place of discharge or on expiry of 15 days counting from midnight of the day of arrival of the aircraft at the final place of discharge, whichever shall first occur; nevertheless, *subject to prompt notice to the Insurers and to an additional premium*, such insurance
- 4.1.3 reattaches when, without having discharged the subject-matter insured at the final place of discharge, the aircraft departs therefrom, and
- 4.1.4 terminates, subject to 4.2 and 4.3 below, either as the subject-matter insured and as to any part as that part is thereafter discharged from the aircraft at the final (or substituted) place of discharge, or on expiry of 15 days counting from midnight of the day of re-arrival of the aircraft at the final place of discharge or arrival of the aircraft at a substituted place of discharge, whichever shall first occur.
- 4.2 If during the insured transit the aircraft arrives at an intermediate place to discharge the subject-matter insured for on-carriage by aircraft or oversea vessel, then, subject to 4.3 below and to an additional premium if required, this insurance continues until the expiry of 15 days counting from midnight of the day of arrival of the aircraft at such place, but thereafter reattaches as the subject-matter insured and as to any part as that part is loaded on an on-carrying aircraft or oversea vessel. During the period of 15 days the insurance remains in force after discharge only whilst the subject-matter insured and as to any part as that part is at such intermediate place. If the subject-matter insured is on-carried within the said period of 15 days or if the insurance reattaches as provided in this Clause 4.2
- 4.2.1 where the on-carriage is by aircraft this insurance continues subject to the terms of these Clauses, or
- 4.2.2 where the on-carriage is by oversea vessel, the current Institute War Clauses (Cargo) shall be deemed to form part of the contract of insurance and shall apply to the on-carriage by sea.
- 4.3 If the air transit in the contract of carriage is terminated at a place other than the destination agreed therein, that place shall be deemed to be the final place of discharge and this insurance terminates in accordance with 4.1.2. If the subject-matter insured is subsequently consigned to the original or any other destination, then, *provided notice is given to the Insurers before the commencement of such further transit and subject to an additional premium*, this insurance reattaches
- 4.3.1 in the case of the subject-matter insured having been discharged, as the subject-matter insured and as to any part as that part is loaded on the on-carrying aircraft for the transit;
- 4.3.2 in the case of the subject-matter insured not having been discharged, when the aircraft departs from such deemed final place of discharge; thereafter this insurance terminates in accordance with 4.1.4.
- 4.4 *Subject to prompt notice to Insurers, and to an additional premium if required*, this insurance shall remain in force within the provisions of these Clauses during any deviation, or any variation of the adventure arising from the exercise of a liberty granted to the air carriers under the contract of carriage.

(For the purpose of Clause 4



"oversea vessel" shall be deemed to mean a vessel carrying the subject-matter from one port or place to another where such voyage involves a sea passage by that vessel)

#### **Change of Transit Clause**

5. 5.1 Where, after attachment of this insurance, the destination is changed by the Assured, *this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.*
- 5.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 4.1), but, without the knowledge of the Assured or their employees the aircraft leaves for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.
6. **Anything contained in this contract which is inconsistent with Clauses 3.8, 3.9 or 4 shall, to the extent of such inconsistency, be null and void.**

#### **CLAIMS**

##### **Insurable Interest Clause**

7. 7.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.
- 7.2 Subject to Clause 7.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not.

##### **Increased Value Clause**

8. 8.1 If any Increased Value insurance is effected by the Assured on the subject-matter insured under this insurance the agreed value of the subject-matter insured shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability
- under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.
- In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.
- 8.2 **Where this insurance is on Increased Value the following clause shall apply:**
- The agreed value of the subject-matter insured shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the subject-matter insured by the Assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.
- In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

#### **BENEFIT OF INSURANCE**

##### **Not to Inure Clause**

9. This insurance
- 9.1 covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,
- 9.2 shall not extend to or otherwise benefit the carrier or other bailee.

#### **MINIMISING LOSSES**

##### **Duty of Assured Clause**

10. It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunder
- 10.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and
- 10.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Insurers will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

##### **Waiver Clause**



11. Measures taken by the Assured or the Insurers with the object of saving, protecting or recovering the subject - matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

#### **AVOIDANCE OF DELAY**

##### **Reasonable Despatch Clause**

12. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

#### **LAW AND PRACTICE**

##### **English Law and Practice Clause**

13. This insurance is subject to English law and practice.

*NOTE: - Where a reattachment of cover is requested under Clause 4, or a change of destination is notified under Clause 5, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.*

### **Institute War Clauses (Sendings by Post)**

CI.390, 1.1.2009

#### **RISKS COVERED**

##### **Risks Clause**

1. This insurance covers, except as excluded by the provisions of Clause 3 below, loss of or damage to the subject- matter insured caused by
- 1.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
  - 1.2 capture seizure arrest restraint or detention, arising from risks covered under 1.1 above, and the consequences thereof or any attempt thereat
  - 1.3 derelict mines torpedoes bombs or other derelict weapons of war.

##### **General Average Clause**

2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of carriage and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these Clauses.

#### **EXCLUSIONS**

##### **General Exclusions Clause**

3. In no case shall this insurance cover
- 3.1 loss damage or expense attributable to wilful misconduct of the Assured
  - 3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
  - 3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject- matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)
  - 3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
  - 3.5 loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
  - 3.6 any claim based upon loss of or frustration of the voyage or adventure
  - 3.7 loss damage or expense directly or indirectly caused by or arising from any hostile use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

#### **DURATION**

##### **Transit Clause**

4. 4.1 This insurance attaches only as the subject-matter insured and as to any part as that part is first moved in the premises of the senders at the place named in the contract of insurance for the immediate commencement of the transit and continues, but with the exclusion of any period during which the subject- matter insured is in packers' premises, until the subject-matter

insured and as to any part as that part is delivered to the address on the postal package(s) when this insurance shall terminate.

5. Anything contained in this contract which is inconsistent with Clauses 3.6, 3.7 or 4 shall, to the extent of such inconsistency, be null and void.

#### **CLAIMS**

##### **Insurable Interest Clause**

6. 6.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.
- 6.2 Subject to Clause 6.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not.

#### **BENEFIT OF INSURANCE**

##### **Not to Inure Clause**

7. This insurance shall not extend to or otherwise benefit the carrier or other bailee.

#### **MINIMISING LOSSES**

##### **Duty of Assured Clause**

- 7.1 It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunder to take such measures as may be reasonable for the purpose of averting or minimising such loss, and
- 7.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Insurers will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

##### **Waiver Clause**

8. Measures taken by the Assured or the Insurers with the object of saving, protecting or recovering the subject- matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

#### **AVOIDANCE OF DELAY**

##### **Reasonable Despatch Clause**

9. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

#### **LAW AND PRACTICE**

##### **English Law and Practice Clause**

10. This insurance is subject to English law and practice.

### **Institute Strikes Clauses (Air Cargo)**

**CI.389, 1.1.2009**

#### **RISKS COVERED**

##### **Risks Clause**

1. This insurance covers, except as excluded by the provisions of Clause 3 below, loss of or damage to the subject- matter insured caused by
- 1.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
- 1.2 any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted
- 1.3 any person acting from a political, ideological or religious motive.

##### **Salvage Charges Clause**

2. This insurance covers salvage charges incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clause 3 below.

**EXCLUSIONS****General Exclusions Clause**

3. In no case shall this insurance cover
  - 3.1 loss damage or expense attributable to wilful misconduct of the Assured
  - 3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
  - 3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)
  - 3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
  - 3.5 loss damage or expense arising from unfitness of aircraft conveyance or container for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading. This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.
  - 3.6 loss damage or expense caused by delay, even though the delay be caused by a risk insured against
  - 3.7 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the aircraft where, at the time of loading of the subject-matter insured on board the aircraft, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the transit  
This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract
  - 3.8 loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion
  - 3.9 any claim based upon loss of or frustration of the transit or adventure
  - 3.10 loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
  - 3.11 loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.

**DURATION****Transit Clause**

4. 4.1 Subject to Clause 7 below, this insurance attaches from the time the subject-matter insured is
  - first moved in the warehouse, premises or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit, continues during the ordinary course of transit and terminates either
    - 4.1.1 on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse, premises or place of storage at the destination named in the contract of insurance,
    - 4.1.2 on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse, premises or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or
    - 4.1.3 when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit or
    - 4.1.4 on the expiry of 30 days after completion of unloading of the subject-matter insured from the aircraft at the final place of discharge, whichever shall first occur.
  - 4.2 If, after unloading from the aircraft at the final place of discharge, but prior to termination

of this insurance, the subject-matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided in Clauses 4.1.1 to 4.1.4, shall not extend beyond the time the subject-matter insured is first moved for the purpose of the commencement of transit to such other destination.

- 4.3 This insurance shall remain in force (subject to termination as provided for in Clauses 4.1.1 to 4.1.4 above and to the provisions of Clause 5 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to the air carriers under the contract of carriage.

#### **Termination of Contract of Carriage Clause**

5. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a place other than the destination named therein or the transit is otherwise terminated before unloading of the subject-matter insured as provided for in Clause 4 above, then this insurance shall also terminate *unless prompt notice is given to the Insurers and continuation of cover is requested when this insurance shall remain in force, subject to an additional premium if required by the Insurers*, either
- 5.1 until the subject-matter insured is sold and delivered at such place, or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the subject-matter insured at such place, whichever shall first occur,  
or
- 5.2 if the subject-matter insured is forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of Clause 4 above.

#### **Change of Transit Clause**

6. 6.1 Where, after attachment of this insurance, the destination is changed by the Assured, *this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.*
- 6.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 4.1), but, without the knowledge of the Assured or their employees the aircraft leaves for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

### **CLAIMS**

#### **Insurable Interest Clause**

7. 7.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.
- 7.2 Subject to Clause 7.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not.

#### **Increased Value Clause**

8. 8.1 If any Increased Value insurance is effected by the Assured on the subject-matter insured under this insurance the agreed value of the subject-matter insured shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.  
In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.
- 8.2 **Where this insurance is on Increased Value the following clause shall apply:**  
The agreed value of the subject-matter insured shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the subject-matter insured by the Assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured. In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

**BENEFIT OF INSURANCE****Not to Inure Clause**

9. This insurance
- 9.1 covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,
  - 9.2 shall not extend to or otherwise benefit the carrier or other bailee.

**MINIMISING LOSSES****Duty of Assured Clause**

10. It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunder
- 10.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and
  - 10.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Insurers will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

**Waiver Clause**

11. Measures taken by the Assured or the Insurers with the object of saving, protecting or recovering the subject- matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

**AVOIDANCE OF DELAY****Reasonable Despatch Clause**

12. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

**LAW AND PRACTICE****English Law and Practice Clause**

13. This insurance is subject to English law and practice.

*NOTE: - Where a continuation of cover is requested under Clause 5, or a change of destination is notified under Clause 6, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.*

**Institute Classification Clause**

**CI.354, 1.1.01**

**QUALIFYING VESSELS**

1. This insurance and the marine transit rates as agreed in the policy or open cover apply only to cargoes and/or interests carried by mechanically self-propelled vessels of steel construction classed with a Classification Society which is:
- 1.1. a Member or Associate Member of the International Association of Classification Societies (IACS\*), or
  - 1.2. a National Flag Society as defined in Clause 4 below, but only where the vessel is engaged exclusively in the coastal trading of that nation (including trading on an inter-island route within an archipelago of which that nation forms part).

Cargoes and/or interests carried by vessels not classed as above must be notified promptly to underwriters for rates and conditions to be agreed. **Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable commercial market terms.**

**AGE LIMITATION**

- 2 Cargoes and/or interests carried by Qualifying Vessels (as defined above) which exceed the following age limits will be insured on the policy or open cover conditions **subject to an additional premium to be agreed.**

Bulk or combination carriers over 10 years of age or other vessels over 15 years of age unless they :

- 2.1. have been used for the carriage of general cargo on an established and regular pattern of trading between a range of specified ports, and do not exceed 25 years of age, or
- 2.2. were constructed as containerships, vehicle carriers or double-skin open-hatch gantry crane vessels (OHGCs) and have been continuously used as such on an established and regular pattern of trading between a range of specified ports, and do not exceed 30 years of age.

#### **CRAFT CLAUSE**

3. The requirements of this Clause do not apply to any craft used to load or unload the vessel within the port area.

#### **NATIONAL FLAG SOCIETY**

4. A National Flag Society is a Classification Society which is domiciled in the same country as the owner of the vessel in question which must also operate under the flag of that country.

#### **PROMPT NOTICE**

5. **Where this insurance requires the assured to give prompt notice to the Underwriters, the right to cover is dependent upon compliance with that obligation.**

#### **LAW AND PRACTICE**

6. This insurance is subject to English law and practice.

\* For a current list of IACS Members and Associate Members please refer to the IACS website at [www.iacs.org.uk](http://www.iacs.org.uk)

### **Institute Cyber Attack Exclusion Clause**

**CI.380, 10.11.03**

- 1.1. Subject only to clause 1.2 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 or process or any other electronic system.
- 1.2. 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, Clause 1.1 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.

### **Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical And Electromagnetic Weapons Exclusion Clause**

**CI370, 10.11.03**

**This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith**

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
  - 1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
  - 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
  - 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter



- 14 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
- 15 any chemical, biological, bio-chemical, or electromagnetic weapon.

**Cargo ISM Endorsement**  
(JC 98/019 A 1.5.98)

**Applicable to shipments on board Ro-Ro passenger ferries.**

**Applicable with effect from 1 July 1998 to shipments on board:**

1. passenger vessels transporting more than 12 passengers and
2. oil tankers, chemical tankers, gas carriers, bulk carriers and cargo high speed craft of 500 gross tonnage or more.

Applicable with effect from 1 July 2002 to shipments on board all other cargo ships and mobile offshore drilling units of 500 gross tonnage or more.

In no case shall this insurance cover loss, damage or expense where the subject matter insured is Carried by a vessel that is not ISM Code certified or whose owners or operators do not hold an ISM Code Document of Compliance when, at the time of loading of the subject matter insured on board the vessel, the Assured were aware, or in the ordinary course of business should have been aware:-

- a) Either that such vessel was not certified in accordance with the ISM Code.
- b) Or that a current Document of Compliance was not held by her owners or operators as required under the SOLAS Convention 1974 as amended.

This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject matter insured in good faith under a binding contract.

**Cargo ISM Forwarding Charges Clause**  
(For use only with JCC Cargo ISM Endorsement JC98/019)

In consideration of an additional premium to be agreed, this insurance is extended to reimburse the Assured, up to the limit of the sum insured for the voyage, for any extra charges properly and reasonably incurred in unloading, storing and forwarding the subject matter to the destination to which it is insured hereunder following release of cargo from a vessel arrested or detained at or diverted to any other port or place (other than the intended port of destination) where the voyage is terminated due either

- a) to such vessel not being certified in accordance with the ISM Code or
- b) to a current Document of Compliance not being held by her owners or operators as required under the SOLAS Convention 1974 as amended.

This clause, which does not apply to General Average or Salvage or Salvage Charges, is subject to all other terms, conditions and exclusions contained in the policy and to JCC Cargo ISM Endorsement JC 98/019.

**Termination of Transit Clause (Terrorism)**  
JC2001/056 20.11.2001

This clause shall be paramount and shall override anything in this insurance inconsistent therewith.

1. Notwithstanding any provision to the contrary contained in this Policy or the Clauses referred to therein, it is agreed that in so far as this Policy covers loss of or damage to the subject-matter insured caused by any terrorist or any person acting from a political motive, such cover is conditional upon the subject-matter insured being in the ordinary course of transit and, in any event, SHALL TERMINATE: either
    - 1.1. as per the transit clauses contained within the Policy, or
- or
- 1.2. on delivery to the Consignee's or other final warehouse or place of storage at the destination named herein,



- 1.3. on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either for storage other than in the ordinary course of transit or for allocation or distribution,  
or
- 1.4. in respect of marine transits, on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the oversea vessel at the final port of discharge,
- 1.5. in respect of air transits, on the expiry of 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge, whichever shall first occur.
2. If this Policy or the Clauses referred to therein specifically provide cover for inland or other further transits following on from storage, or termination as provided for above, cover will re-attach, and continues during the ordinary course of that transit terminating again in accordance with clause 1.
3. This clause is subject to English law and practice.

### **Institute Standard Conditions for Cargo Contracts**

#### **CI.261, 1.4.82**

1. This Policy is to insure the Subject Matter Insured specified for the transits and on the conditions named shipped by or for account of the Assured named in this Policy or the insurance of which is under their control as selling or purchasing agent unless insured elsewhere prior to inception of this Policy or to insurable interest being acquired. This Policy does not cover the interest of any other person, but this shall not prevent a transfer of the insurance by the Assured or Assignee.
2. It is a condition of this Policy that the Assured is bound to declare hereunder every consignment without exception, Insurers being bound to accept up to but not exceeding the amount specified in Clause c) below.
3. This Policy is for an open amount but the amount declarable may not exceed the sum AS PER POLICY SCHEDULE in respect of any one Vessel, Aircraft or Conveyance.
4. Notwithstanding anything to the contrary contained in this Policy, Insurers' liability in respect of any one accident or series of accidents arising from the same event in any one location shall not exceed the sum of AS PER POLICY SCHEDULE.
5. In the event of loss, accident or arrival before declaration of value it is agreed that the basis of valuation shall be AS PER POLICY SCHEDULE.
6. This Policy is subject to the Institute Classification Clause herein.
7. Should the risks of war, strikes riots and civil commotions be included in the cover granted by this Policy, the relevant Institute War Clauses and Institute Strikes Clauses shall apply.
8. The Institute Clauses referred to herein are those current at the inception of this Policy but should such clauses be revised during the period of this Policy, and provided that Insurers shall have given at least 30 days notice thereof, then the revised Institute Clause shall apply to risks attaching subsequent to the date of expiry of the said notice.
9. This policy may be cancelled by either Insurers or the Assured giving thirty days notice in writing to take effect from midnight of the day notice of cancellation is issued but risks covered by Institute War Clauses may be cancelled at seven days notice and risks covered by the Institute Strikes Clauses may be cancelled at seven days notice, or at forty-eight hours notice in respect of shipments to or from the United States of America. Notice shall commence from midnight of the day when it is issued but cancellation shall not apply to any risks which have attached in accordance with the cover granted hereunder before the cancellation becomes effective.

NOTE: - The Assured is required to give the earliest provisional notice of intended shipments advising in each case the name of the vessel and approximate value of the shipment.

### **Sanction Limitation and Exclusion Clause**

Sanction Limitation and Exclusion Clause 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 insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, Japan, United Kingdom or United States of America.

### **Inland Transit (Rail/Road/Air) – Clause-A (All Risks)**

#### **RISKS COVERED**

#### **Risks Clause**

1. This insurance covers all risks of loss or damage to the subject matter insured except as excluded by the provisions of Clauses Nos.2,3,4 & 5 below

### **Exclusions**

#### **General Exclusions Clause**

2. In no case shall this insurance cover
  - 2.1. loss, damage or expense attributable to wilful misconduct of the Assured
  - 2.2. ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
  - 2.3. loss damage or expense caused by the insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of this clause "packing" shall be deemed to include stowage in container, land conveyance or railway wagon and "employees" shall not include independent contractors)
  - 2.4. loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against
  - 2.5. loss damage or expense caused by inherent vice or nature of the subject-matter insured.
  - 2.6. loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

#### **Unfitness of Containers / Conveyance Exclusion**

3. In no case shall this insurance cover loss damage or expense arising from
  - 3.1. Unfitness of container or land and/or rail conveyance and/or air conveyance for the safe carriage of the subject matter insured, where loading therein or thereon is carried out Prior to attachment of this insurance or By the Assured or their employees and they are privy to such unfitness at the time of loading

#### **War Exclusion Clause**

4. In no case shall this insurance cover loss damage or expense caused by
  - 4.1. war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
  - 4.2. capture seizure arrest restraint or detainment and the consequences thereof or any attempt thereat
  - 4.3. derelict mines bombs or other derelict weapons of war.

#### **Strike Exclusion Clause**

5. In no case shall this insurance cover loss damage or expense
  - 5.1. caused by strikers, locked-out workmen or persons taking part in labour disturbance, riots or civil commotions
  - 5.2. resulting from strikes lock-outs, labour disturbances, riots or civil commotions
  - 5.3. caused by any act/s of terrorism being an act of any person/s acting on behalf of, or in connection with, any organization/s which carries/carry out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted
  - 5.4. caused by any person acting from a political, ideological or religious motive
  - 5.5. caused by the intervention of government authorities (for e.g. Armed & Paramilitary forces, Police force, Fire Brigade, etc.) in connection with curbing and stopping what are excluded vide Clauses 5.1 to 5.4

### **Duration**

#### **Transit Clause**

6.
  - 6.1. Subject to clause 7 below, this insurance attaches from the time the subject matter insured is first moved in the warehouse or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance "or from the time the courier collects the subject matter insured and Courier Receipt (s) thereof duly issued" for the commencement of transit and continues during the ordinary course of transit including customary transshipment, if any, And terminates either
    - 6.1.1. on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of insurance, or
    - 6.1.2. on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at the destination named in the

- contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or
- 6.1.3. when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit or
  - 6.1.4. in respect of transits by Rail only or Rail and Road, until expiry of 7 days after arrival of the railway wagon at the final destination railway station, or
  - 6.1.5. in respect of transit by Road only until expiry of 7 days after arrival of the vehicle at the destination town named in the policy, or
  - 6.1.6. in respect of transit by Air only until expiry of 7 days after unloading the subject - matter insured from the aircraft at the final place of discharge.
  - 6.1.7. until delivery to the consignee at destination by the courier or on expiry of 7 days after the date of arrival of the subject matter at the destination town named in the policy.

Whichever shall first occur

N.B. 1. The period of 7 days referred to above shall be reckoned from the midnight of the day of arrival of railway wagon at the destination railway station or vehicle at the destination town named in the policy.

N.B. 2. Transit by Rail only shall include incidental transit by Road performed by Railway Authorities to or from Railway out Agency.

N.B. 3. Transit by Air shall include incidental transit by road performed by Airport Authorities to or from Airport.

- 6.2. This insurance shall remain in force (subject to termination as provided for in clauses 6.1.1 to 6.1.4 above) during delay beyond the control of the Assured, any deviation and forced delivery and during any variation of the transit arising out of / from the exercise of a liberty granted to carriers under the contract of affreightment.

### **Claims**

#### **Insurable Interest Clause**

7.

- 7.1. In order to recover under this insurance the Assured must have an Insurable interest in the Subject matter insured at the time of the loss.
- 7.2. Subject to 7.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded unless the Assured were aware of the loss and Underwriters were not.

#### **Constructive Total Loss Clause**

8. No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter insured to the destination to which it is insured would exceed its value on arrival.

### **Benefit Of Insurance**

#### **Not to Inure Clause**

9. This insurance

- 9.1. covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee
- 9.2. shall not extend to or otherwise benefit the carrier or other bailees.

### **Minimising Losses**

#### **Duty of Assured Clause**

10. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder.
  - 10.1. to take such measures as may be reasonable for the purpose of averting or minimising such loss and
  - 10.2. to ensure that all right against carriers, bailees, couriers or other third parties are properly preserved and exercised by immediately lodging a monetary claim against railway/ road carriers/ bailees within six months from the date of railway/ lorry receipt or as prescribed by the relevant statute
 and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

### **Waiver Clause**

11. Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the right of either party.

**Avoidance of Delay**

**Reasonable Despatch Clause**

12. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

**Law and Practice**

**Jurisdiction Clause**

13. This insurance is subject to Indian law and practice

**Inland Transit (Rail or Road) – Clause B**  
**(Named Perils)**

**Risks Covered**

**Risks Clause**

1. This insurance covers, except as excluded by the provisions of Clauses 2, 3, 4 and 5 below, the risks of physical loss or damage to the insured goods caused by
- a)
    - i) Fire or Explosion
    - ii) Lightning
    - iii) breakage of bridges
    - iv) Earthquake and Volcanic eruption
  - b)
    - i) collision with or by the carrying vehicle/ railway wagon
    - ii) overturning of the carrying vehicle/ railway wagon
    - iii) derailment or accidents of like nature to the carrying railway wagon/ vehicle.

**Exclusions**

**General Exclusions Clause**

2. In no case shall this insurance cover
- 2.1. loss, damage or expense attributable to wilful misconduct of the Assured
  - 2.2. ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
  - 2.3. loss damage or expense caused by the insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these clauses “packing” shall be deemed to include stowage in container, land conveyance or railway wagon and ‘employees’ shall not include independent contractors)
  - 2.4. loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against
  - 2.5. loss damage or expense caused by inherent vice or nature of the subject-matter insured.
  - 2.6. loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
  - 2.7. deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons

**Unfitness of Containers / Conveyance Exclusion**

3. In no case shall this insurance cover loss damage or expense arising from
- 3.1. Unfitness of container or land and/or rail conveyance for the safe carriage of the subject matter insured, where loading therein or thereon is carried out Prior to attachment of this insurance or By the Assured or their employees and they are privy to such unfitness at the time of loading

**War Exclusion Clause**

4. In no case shall this insurance cover loss damage or expense caused by

- 4.1. war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
- 4.2. capture seizure arrest restraint or detainment and the consequences thereof or any attempt thereat
- 4.3. derelict mines bombs or other derelict weapons of war.

**Strike Exclusion Clause**

5. In no case shall this insurance cover loss damage or expense
  - 5.1. caused by strikers, locked-out workmen or persons taking part in labour disturbance, riots or civil commotions
  - 5.2. resulting from strikes lock-outs, labour disturbances, riots or civil commotions
  - 5.3. caused by any act/s of terrorism being an act of any person/s acting on behalf of, or in connection with, any organization/s which carries/carry out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted
  - 5.4. caused by any person acting from a political, ideological or religious motive.
  - 5.5. caused by the intervention of government authorities (for e.g. Armed & Paramilitary forces, Police force, Fire Brigade, etc.) in connection with curbing and stopping what are excluded vide clauses 5.1 to 5.4

**Duration**

**Transit Clause**

6.
  - 6.1. Subject to Clause 7 below, this insurance attaches from the time the subject matter insured is first moved in the warehouse or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance "or from the time the courier collects the subject matter insured and Courier Receipt (s) thereof duly issued" for the commencement of transit and continues during the ordinary course of transit including customary transshipment, if any, and terminates either
    - 6.1.1. on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of insurance, or
    - 6.1.2. on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or
    - 6.1.3. when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit or
    - 6.1.4. in respect of transits by Rail only or Rail and Road, until expiry of 7 days after arrival of the railway wagon at the final destination railway station, or
    - 6.1.5. in respect of transit by Road only until expiry of 7 days after arrival of the vehicle at the destination town named in the policy
    - 6.1.6. until delivery to the consignee at destination by the courier or on expiry of 7 days after the date of arrival of the subject matter at the destination town named in the policy.

Whichever shall first occur

N.B. 1. The period of 7 days referred to above shall be reckoned from the midnight of the day of arrival of railway wagon at the destination railway station or vehicle at the destination town named in the policy.

N.B. 2. Transit by Rail only shall include incidental transit by Road performed by Railway Authorities to or from Railway out Agency.

- 6.2. This insurance shall remain in force (subject to termination as provided for in clauses 6.1.1. to 6.1.3 above) during delay beyond the control of the Assured, any deviation and forced delivery and during any variation of the transit arising out of/from the exercise of a liberty granted to carriers under the contract of affreightment.

**Claims**

**Insurable Interest Clause**

7.
  - 7.1. In order to recover under this insurance the Assured must have an Insurable interest in the Subject matter insured at the time of the loss.
  - 7.2. Subject to 7.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract

of insurance was concluded unless the Assured were aware of the loss and underwriters were not.

**Constructive Total Loss Clause**

8. No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter insured to the destination to which it is insured would exceed its value on arrival.

**Benefit of Insurance**

**Not to Inure Clause**

9. This insurance
- 9.1. covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee
  - 9.2. shall not extend to or otherwise benefit the carrier or other bailees.

**Minimising Losses**

**Duty of Assured Clause**

10. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder.
- 10.1. to take such measures as may be reasonable for the purpose of averting or minimising such loss and
  - 10.2. to ensure that all right against carriers, bailees or other third parties are properly preserved and exercised by immediately lodging a monetary claim against railway/ road carriers/ bailees within six months from the date of railway/ lorry receipt or as prescribed by the relevant statute
- and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

**Waiver Clause**

11. Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the right of either party.

**Avoidance of Delay**

**Reasonable Despatch Clause**

12. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

**Law and Practice**

**Jurisdiction Clause**

13. This insurance is subject to Indian law and practice

**Strikes Riots and Civil Commotion Clause**  
**(Inland Transit (Including Air and Courier) not in conjunction with Ocean Going Voyage)**

**Risks Covered**

**Risks Clause**

1. Subject otherwise to the terms, conditions and warranties of the Policy on goods against transit risks, this insurance covers, except as provided in clause 2 below loss of or damage to the subject matter insured caused by
- 1.1. Strikers, Locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions;
  - 1.2. any act/s of terrorism being an act/s of any person/s acting on behalf of, or in connection with, any organisation/s which carries/carry out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted
  - 1.3. caused by any person/s acting from a political, ideological or religious motive.
  - 1.4. caused by the intervention of government authorities (for e.g. Armed & Paramilitary forces, Police force, Fire brigade, etc.) in connection with curbing and stopping what are covered by Clauses 1.1 to 1.3 above;



**Exclusions****General Exclusions Clause**

2. In no case shall this insurance cover

- 2.1. loss damage or expense proximately caused by delay, inherent vice or nature of the subject matter insured
- 2.2. loss damage or expense proximately caused by the absence, shortage or withholding of labour of any description whatsoever during any strike, lockout labour disturbance, riot or civil commotion.
- 2.3. any claim for expenses arising from delay or other consequential or indirect loss or damage of any kind
- 2.4. loss damage or expenses caused by hostilities, warlike operations, civil war, revolution, rebellion, insurrection or civil strife arising therefrom, or any hostile act by or against a belligerent power

**Law and Practice**

This Insurance is subject to Indian law and practice

**Institute Frozen/Chilled Food Clauses (A)**

(suitable for food in a mechanically temperature-controlled environment)

CI.430, 01.03.2017

**RISKS COVERED****Risks Clause**

1. This insurance covers all risks of loss of or damage to the subject-matter insured except as excluded by the provisions of Clauses 4, 5, 6 and 7 below.

**General Average Clause**

2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of carriage and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 below.

**"Both to Blame Collision Clause"**

3. This insurance indemnifies the Assured, in respect of any risk insured herein, against liability incurred under any Both to Blame Collision Clause in the contract of carriage. In the event of any claim by carriers under the said Clause, the Assured agree to notify the Insurers who shall have the right, at their own cost and expense, to defend the Assured against such claim.

**EXCLUSIONS****General Exclusions Clause**

4. In no case shall this insurance cover

- 4.1. loss damage or expense attributable to wilful misconduct of the Assured
- 4.2. ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
- 4.3. loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)
- 4.4. loss damage or expense caused by inherent vice or nature of the subject-matter insured (except loss damage or expense resulting from variation in temperature whilst this insurance is in force)
- 4.5. loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
- 4.6. loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel/aircraft where, at the time of loading of the subject-matter



insured on board the vessel/aircraft, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage.

This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract

- 4.7. loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- 4.8. loss damage or expense arising from any failure of the Assured or their employees to take all reasonable precautions to ensure that the subject-matter insured is kept in refrigerated or, where appropriate, properly insulated and cooled space
- 4.9. any loss damage or expense otherwise recoverable hereunder unless prompt notice thereof is given to the Insurers and, in any event, not later than 30 days after the termination of this insurance.

#### **Unseaworthiness and Unfitness Exclusion Clause**

5.

- 5.1. In no case shall this insurance cover loss damage or expense arising from
  - 5.1.1. unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein
  - 5.1.2. unfitness of container or conveyance for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading.
- 5.2. Exclusion 5.1.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.
- 5.3. The Insurers waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.

#### **War Exclusion Clause**

6. In no case shall this insurance cover loss damage or expense caused by
  - 6.1. war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
  - 6.2. capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat
  - 6.3. derelict mines torpedoes bombs or other derelict weapons of war
  - 6.4. embargo, or by rejection prohibition or detention by any government or their agencies or departments.

#### **Strike Exclusion Clause**

7. In no case shall this insurance cover loss damage or expense
  - 7.1. caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
  - 7.2. resulting from strikes, lock-outs, labour disturbances, riots or civil commotions
  - 7.3. caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted
  - 7.4. caused by any person acting from a political, ideological or religious motive.

#### **DURATION**

##### **Transit Clause**

8.

- 8.1. Subject to Clause 11 below, this insurance attaches from the time the subject-matter insured is loaded into the conveyance at the freezing/cooling works or at the cold store (at the place named in the contract of insurance) for the commencement of transit, continues during the ordinary course of transit and terminates either

- 8.1.1. on delivery to the cold store or place of storage at the destination named in the contract of insurance, or
  - 8.1.2. on delivery to any other cold store or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or
  - 8.1.3. when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit, or
  - 8.1.4. on the expiry of 5 days after completion of discharge overseaside of the subject-matter insured from the overseas vessel or after completion of unloading of the subject matter insured from the aircraft at the final place of discharge whichever shall first occur.
- 8.2. If, after discharge overseaside from the overseas vessel, or after unloading from the aircraft at the final place of discharge, but prior to termination of this insurance, the subject-matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided in Clauses 8.1.1 to 8.1.4 above, shall not extend beyond the commencement of transit to such other destination.
- 8.3. This insurance shall remain in force (subject to termination as provided for in Clauses 8.1.1 to 8.1.4 above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage.

#### **Termination of Contract of Carriage Clause**

9. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the subject-matter insured as provided for in Clause 8 above, then this insurance shall also terminate unless prompt notice is given to the Insurers and continuation of cover is requested when this insurance shall remain in force, subject to an additional premium if required by the Insurers, either
- 9.1. until the subject-matter insured is sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the subject-matter insured at such port or place, whichever shall first occur, or
  - 9.2. if the subject-matter insured is forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of Clause 8 above.

#### **Change of Voyage/Transit Clause**

- 10.
- 10.1. Where, after attachment of this insurance, the destination is changed by the Assured, this must be notified promptly to the Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.
  - 10.2. Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 8.1 above), but, without the knowledge of the Assured or their employees the vessel sails/aircraft leaves for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

### **CLAIMS**

#### **Insurable Interest Clause**

- 11.
- 11.1. In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.
  - 11.2. Subject to Clause 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not.

**Forwarding Charges Clause**

12. Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter insured is covered under this insurance, the Insurers will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter insured to the destination to which it is insured.

This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their employees.

**Constructive Total Loss Clause**

13. No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter insured to the destination to which it is insured would exceed its value on arrival.

**Increased Value Clause**

14.

14.1. If any Increased Value insurance is effected by the Assured on the subject-matter insured under this insurance the agreed value of the subject-matter insured shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

14.2. **Where this insurance is on Increased Value the following clause shall apply:**

The agreed value of the subject-matter insured shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the subject-matter insured by the Assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

**BENEFIT OF INSURANCE****Not to Inure Clause**

15. This insurance

15.1. covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,

15.2. shall not extend to or otherwise benefit the carrier or other bailee.

**MINIMISING LOSSES****Duty of Assured Clause**

16. It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunder

16.1. to take such measures as may be reasonable for the purpose of averting or minimising such loss, and

16.2. to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Insurers will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

**Waiver Clause**

17. Measures taken by the Assured or the Insurers with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

**AVOIDANCE OF DELAY**

**Reasonable Dispatch Clause**

18. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

**LAW AND PRACTICE****English Law and Practice Clause**

19. This insurance is subject to English law and practice.

NOTE: - *Where a continuation of cover is requested under Clause 9, or a change of destination is notified under Clause 10, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.*

*SPECIAL NOTE: This insurance does not cover loss damage or expense caused by embargo, or by rejection prohibition or detention by the government of the country of import or their agencies or departments but does not exclude loss of or damage to the subject-matter insured caused by risks insured hereunder and sustained prior to any such embargo rejection prohibition or detention.*

**Institute Frozen/Chilled Food Clauses (A) – 24 Hours Breakdown**

**(suitable for food in a mechanically temperature-controlled environment)**

**CI.423, 01.03.2017**

**RISKS COVERED****Risks Clause**

1. This insurance covers, except as excluded by the provisions of Clauses 4, 5, 6 and 7 below,
  - 1.1. all risks of loss of or damage to the subject-matter insured, other than loss or damage resulting from any variation in temperature howsoever caused,
  - 1.2. loss of or damage to the subject-matter insured resulting from any variation in temperature attributable to
    - 1.2.1. breakdown of refrigerating machinery resulting in its stoppage for a period of not less than 24 consecutive hours
    - 1.2.2. fire or explosion
    - 1.2.3. vessel or craft being stranded grounded sunk or capsized
    - 1.2.4. overturning or derailment of land conveyance
    - 1.2.5. collision or contact of vessel craft or conveyance with any external object other than water
    - 1.2.6. discharge of cargo at a place of distress.

**General Average Clauses**

2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of carriage and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 below.

**"Both to Blame Collision Clause"**

3. This insurance indemnifies the Assured, in respect of any risk insured herein, against liability incurred under any Both to Blame Collision Clause in the contract of carriage. In the event of any claim by carriers under the said Clause, the Assured agree to notify the Insurers who shall have the right, at their own cost and expense, to defend the Assured against such claim.

**EXCLUSIONS****General Exclusion Clause**

4. In no case shall this insurance cover
  - 4.1. loss damage or expense attributable to wilful misconduct of the Assured
  - 4.2. ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
  - 4.3. loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where

- such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)
- 4.4. loss damage or expense caused by inherent vice or nature of the subject-matter insured (except loss damage or expense resulting from variation in temperature specifically covered under Clause 1.2 above)
  - 4.5. loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
  - 4.6. loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel/aircraft where, at the time of loading of the subject-matter insured on board the vessel/aircraft, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage.

This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract

- 4.7. loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- 4.8. loss damage or expense arising from any failure of the Assured or their employees to take all reasonable precautions to ensure that the subject-matter insured is kept in refrigerated or, where appropriate, properly insulated and cooled space
- 4.9. any loss damage or expense otherwise recoverable hereunder unless prompt notice thereof is given to the Insurers and, in any event, not later than 30 days after the termination of this insurance.

#### **Unseaworthiness And Unfitness Exclusion Clause**

5.

- 5.1. In no case shall this insurance cover loss damage or expense arising from
  - 5.1.1. unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein
  - 5.1.2. unfitness of container or conveyance for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading.
- 5.2. Exclusion 5.1.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.
- 5.3. The Insurers waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.

#### **War Exclusion Clause**

6. In no case shall this insurance cover loss damage or expense caused by
  - 6.1. war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
  - 6.2. capture seizure arrest restraint or detention (piracy excepted), and the consequences thereof or any attempt thereat
  - 6.3. derelict mines torpedoes bombs or other derelict weapons of war
  - 6.4. embargo, or by rejection prohibition or detention by any government or their agencies or departments.

#### **Strike Exclusion Clause**

7. In no case shall this insurance cover loss damage or expense
  - 7.1. caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
  - 7.2. resulting from strikes, lock-outs, labour disturbances, riots or civil commotions

- 7.3. caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted
- 7.4. caused by any person acting from a political, ideological or religious motive.

## **DURATION**

### **Transit Clause**

8.

- 8.1. Subject to Clause 11 below, this insurance attaches from the time the subject-matter insured is loaded into the conveyance at the freezing/cooling works or at the cold store (at the place named in the contract of insurance) for the commencement of transit, continues during the ordinary course of transit and terminates either
- 8.1.1. on delivery to the cold store or place of storage at the destination named in the contract of insurance, or
- 8.1.2. on delivery to any other cold store or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or
- 8.1.3. when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit, or
- 8.1.4. on the expiry of 5 days after completion of discharge oversee of the subject-matter insured from the oversea vessel or after completion of unloading of the subject-matter insured from the aircraft, at the final place of discharge whichever shall first occur.
- 8.2. If, after discharge oversee from the oversea vessel, or after unloading from the aircraft at the final place of discharge, but prior to termination of this insurance, the subject-matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided for in Clauses 8.1.1 to 8.1.4 above, shall not extend beyond the commencement of transit to such other destination.
- 8.3. This insurance shall remain in force (subject to termination as provided for in Clauses 8.1.1 to 8.1.4 above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage.

### **Termination of Contract of Carriage Clause**

9. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the subject-matter insured as provided for in Clause 8 above, then this insurance shall also terminate unless prompt notice is given to the Insurers and continuation of cover is requested when this insurance shall remain in force, subject to an additional premium if required by the Insurers, either
- 9.1. until the subject-matter insured is sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the subject-matter insured at such port or place, whichever shall first occur, or
- 9.2. if the subject-matter insured is forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of Clause 8 above.

### **Change of Voyage/Transit Clause**

10.

- 10.1. Where, after attachment of this insurance, the destination is changed by the Assured, this must be notified promptly to the Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.



10.2. Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 8.1 above), but, without the knowledge of the Assured or their employees the vessel sails/aircraft leaves for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

## **CLAIMS**

### **Insurable Interest Clause**

11.

11.1. In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.

11.2. Subject to Clause 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not.

### **Forwarding Charges Clause**

12. Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter insured is covered under this insurance, the Insurers will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter insured to the destination to which it is insured.

This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their employees.

### **Constructive Total Loss Clause**

13. No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter insured to the destination to which it is insured would exceed its value on arrival.

### **Increased Value Clause**

14.

14.1. If any Increased Value insurance is effected by the Assured on the subject-matter insured under this insurance the agreed value of the subject-matter insured shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

14.2. Where this insurance is on Increased Value the following clause shall apply:

The agreed value of the subject-matter insured shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the subject-matter insured by the Assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

## **BENEFIT OF INSURANCE**

### **Not to Inure Clause**

15. This insurance

15.1. covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,

15.2. shall not extend to or otherwise benefit the carrier or other bailee.

## **MINIMISING LOSSES**

### **Duty of Assured Clause**

16. It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunder



- 16.1. to take such measures as may be reasonable for the purpose of averting or minimising such loss, and
- 16.2. to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Insurers will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

**Waiver Clause**

17. Measures taken by the Assured or the Insurers with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

**AVOIDANCE OF DELAY**

**Reasonable Despatch Clause**

18. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

**LAW AND PRACTICE**

**English Law and Practice Clause**

19. This insurance is subject to English law and practice.

NOTE: - *Where a continuation of cover is requested under Clause 9, or a change of destination is notified under Clause 10, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.*

*SPECIAL NOTE: This insurance does not cover loss damage or expense caused by embargo, or by rejection prohibition or detention by the government of the country of import or their agencies or departments but does not exclude loss of or damage to the subject-matter insured caused by risks insured hereunder and sustained prior to any such embargo rejection prohibition or detention.*

**Institute Frozen/Chilled Meat Clauses (A)**

(suitable for meat in a mechanically temperature-controlled environment)

CI.425, 01.03.2017

**RISKS COVERED**

**Risks Clauses**

1. This insurance covers all risks of loss of or damage to the subject-matter insured except as excluded by the provisions of Clauses 4, 5, 6 and 7 below.

**General Average Clause**

2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of carriage and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 below.

**"Both to Blame Collision Clause"**

3. This insurance indemnifies the Assured, in respect of any risk insured herein, against liability incurred under any Both to Blame Collision Clause in the contract of carriage. In the event of any claim by carriers under the said Clause, the Assured agree to notify the Insurers who shall have the right, at their own cost and expense, to defend the Assured against such claim.

**EXCLUSIONS**

**General Exclusion Clause**

4. In no case shall this insurance cover
  - 4.1. loss damage or expense attributable to wilful misconduct of the Assured
  - 4.2. ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
  - 4.3. loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)

- 4.4. loss damage or expense caused by inherent vice or nature of the subject-matter insured (except loss damage or expense resulting from variation in temperature whilst this insurance is in force)
- 4.5. loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
- 4.6. loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel/aircraft where, at the time of loading of the subject-matter insured on board the vessel/aircraft, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage.

This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract

- 4.7. loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- 4.8. loss damage or expense arising from any failure of the Assured or their employees to take all reasonable precautions to ensure that the subject-matter insured is kept in refrigerated or, where appropriate, properly insulated and cooled space.

#### **Unseaworthiness And Unfitness Exclusion Clause**

5.

- 5.1. In no case shall this insurance cover loss damage or expense arising from
  - 5.1.1. unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein
  - 5.1.2. unfitness of container or conveyance for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading.
- 5.2. Exclusion 5.1.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.
- 5.3. The Insurers waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.

#### **War Exclusion Clause**

- 6. In no case shall this insurance cover loss damage or expense caused by
  - 6.1. war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
  - 6.2. capture seizure arrest restraint or detention (piracy excepted), and the consequences thereof or any attempt thereat
  - 6.3. derelict mines torpedoes bombs or other derelict weapons of war
  - 6.4. embargo, or by rejection prohibition or detention by any government or their agencies or departments.

#### **Strike Exclusion Clause**

- 7. In no case shall this insurance cover loss damage or expense
  - 7.1. caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
  - 7.2. resulting from strikes, lock-outs, labour disturbances, riots or civil commotions
  - 7.3. caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted
  - 7.4. caused by any person acting from a political, ideological or religious motive.

#### **DURATION**

##### **Transit Clause**

8.

- 8.1. Subject to Clause 11 below, this insurance attaches from the time

8.1.1. the subject-matter insured passes into the cooling and/or freezing chambers of the works (at the place named in the contract of insurance), provided that the period in such chambers prior to shipment on board the oversea vessel or aircraft shall not exceed 60 days unless prompt notice be given to the Insurers and an additional premium paid for each further period of 30 days or part thereof.

8.1.2. the subject-matter insured is loaded into the conveyance at the freezing/cooling works or at the cold store (at the place named in the contract of insurance) for the commencement of transit.

8.1.3. of loading of the subject-matter insured into the oversea vessel or aircraft.

**Note: Underwriter shall delete the Section Not Applicable from 8.1.1., 8.1.2. or 8.1.3 above.**

8.2. This insurance continues during the ordinary course of transit to and whilst in

8.2.1. cold store at the destination named in the contract of insurance, or

8.2.2. any other cold store which the Assured elect to use following discharge of the subject-matter insured from the oversea vessel, or after unloading from the aircraft, at the place of discharge either

8.2.2.1. for storage other than in the ordinary course of transit or

8.2.2.2. for allocation or distribution.

8.3. This insurance terminates either

8.3.1. when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit, or

8.3.1.1. for transit to a destination in the Continent of Europe (including Eire and the United Kingdom), U.S.A. or Canada on the expiry of 30 days

8.3.1.2. for transit to a destination elsewhere on the expiry of 5 days after completion of discharge of the subject-matter insured from the oversea vessel or, after completion of unloading of the subject-matter insured from the aircraft at the final place of discharge, whichever shall first occur.

8.4. This insurance terminates on disposal of the subject-matter insured other than by storage as in Clauses 8.2.1 or 8.2.2 above (except with the prior consent of the Insurers) or on removal from cold store before the expiry of the relevant period in Clauses 8.3.1.1 or 8.3.1.2 above.

8.5. If, after discharge oversea from the oversea vessel, or after unloading from the aircraft at the final place of discharge, but prior to termination of this insurance, the subject-matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided for in Clauses 8.3 and 8.4 above, shall not extend beyond the commencement of transit to such other destination.

8.6. This insurance shall remain in force (subject to termination as provided for in Clauses 8.3 and 8.4 above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage.

#### **Termination of Contract of Carriage Clause**

9. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the subject-matter insured as provided for in Clause 8 above, then this insurance shall also terminate unless prompt notice is given to the Insurers and continuation of cover is requested when this insurance shall remain in force, subject to an additional premium if required by the Insurers, either

9.1. until the subject-matter insured is sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the subject-matter insured at such port or place, whichever shall first occur, or

9.2. if the subject-matter insured is forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of Clause 8 above.

#### **Change of Voyage/Transit Clause**

10.

10.1. Where, after attachment of this insurance, the destination is changed by the Assured, this must be notified promptly to the Insurers for rates and terms to be agreed. Should a loss occur

prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.

- 10.2. Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 8.1 above), but, without the knowledge of the Assured or their employees the vessel sails/aircraft leaves for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

## **CLAIMS**

### **Insurable Interest Clause**

11.

- 11.1. In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.
- 11.2. Subject to Clause 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not.

### **Prompt Notice Clause**

12. Prompt notice of any loss damage or deterioration shall be given to the Insurers upon first discovery and any claim for damage or deterioration is conditional upon the Insurers having been given an opportunity to inspect such damage or deterioration before termination of this insurance.

### **Forwarding Charges Clause**

13. Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter insured is covered under this insurance, the Insurers will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter insured to the destination to which it is insured.

This Clause 13, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their employees.

### **Constructive Total Loss Clause**

14. No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter insured to the destination to which it is insured would exceed its value on arrival.

### **Adjustment Clause**

15. Should the subject-matter insured or any part thereof not be shipped any claim in respect thereto shall be adjusted on the basis of its insured value less, where included, freight, duty and all charges not incurred.

### **Increased Value Clause**

16.

- 16.1. If any Increased Value insurance is effected by the Assured on the subject-matter insured under this insurance the agreed value of the subject-matter insured shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

- 16.2. Where this insurance is on Increased Value the following clause shall apply:

The agreed value of the subject-matter insured shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the subject-matter insured by the Assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured. In the event of claim the Assured shall provide the Insurers with evidence of the

amounts insured under all other insurances.

## **BENEFIT OF INSURANCE**

### **Not to Inure Clause**

17. This insurance

17.1 covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,

17.2 shall not extend to or otherwise benefit the carrier or other bailee.

## **MINIMISING LOSSES**

### **Duty of Assured Clause**

18. It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunder

18.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and

18.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Insurers will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

### **Waiver Clause**

19. Measures taken by the Assured or the Insurers with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

## **AVOIDANCE OF DELAY**

### **Reasonable Despatch Clause**

20. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

## **LAW AND PRACTICE**

### **English Law and Practice Clause**

21. This insurance is subject to English law and practice.

NOTE: - *Where a continuation of cover is requested under Clause 9, or a change of destination is notified under Clause 10, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.*

*SPECIAL NOTE: This insurance does not cover loss damage or expense caused by embargo, or by rejection prohibition or detention by the government of the country of import or their agencies or departments but does not exclude loss of or damage to the subject-matter insured caused by risks insured hereunder and sustained prior to any such embargo rejection prohibition or detention.*

### **Institute Frozen/Chilled Meat Clauses (A) - 24 Hours Breakdown**

**(suitable for meat in a mechanically temperature-controlled environment)**

**CI.426, 01.03.2017**

## **RISKS COVERED**

### **Risks Clauses**

1. This insurance covers, except as excluded by the provisions of Clauses 4, 5, 6 and 7 below,

1.1. all risks of loss of or damage to the subject-matter insured, other than loss or damage resulting from any variation in temperature howsoever caused,

1.2. loss of or damage to the subject-matter insured resulting from any variation in temperature attributable to

1.2.1. breakdown of refrigerating machinery resulting in its stoppage for a period of not less than 24 consecutive hours

1.2.2. fire or explosion

1.2.3. vessel or craft being stranded grounded sunk or capsized

1.2.4. overturning or derailment of land conveyance

1.2.5. collision or contact of vessel craft or conveyance with any external object other than water

1.2.6. discharge of cargo at a place of distress.

**General Average Clause**

2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of carriage and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 below.

**"Both to Blame Collision Clause"**

3. This insurance indemnifies the Assured, in respect of any risk insured herein, against liability incurred under any Both to Blame Collision Clause in the contract of carriage. In the event of any claim by carriers under the said Clause, the Assured agree to notify the Insurers who shall have the right, at their own cost and expense, to defend the Assured against such claim.

**EXCLUSIONS****General Exclusion Clause**

4. In no case shall this insurance cover
- 4.1. loss damage or expense attributable to wilful misconduct of the Assured
  - 4.2. ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
  - 4.3. loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)
  - 4.4. loss damage or expense caused by inherent vice or nature of the subject-matter insured (except loss damage or expense resulting from variation in temperature specifically covered under Clause 1.2 above)
  - 4.5. loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
  - 4.6. loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel/aircraft where, at the time of loading of the subject-matter insured on board the vessel/aircraft, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage.
- This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract
- 4.7. loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
  - 4.8. loss damage or expense arising from any failure of the Assured or their employees to take all reasonable precautions to ensure that the subject-matter insured is kept in refrigerated or, where appropriate, properly insulated and cooled space.

**Unseaworthiness and Unfitness Exclusion Clause**

- 5.
- 5.1. In no case shall this insurance cover loss damage or expense arising from
    - 5.1.1. unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein
    - 5.1.2. unfitness of container or conveyance for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading.
  - 5.2. Exclusion 5.1.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.
  - 5.3. The Insurers waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.

**War Exclusion Clause**

6. In no case shall this insurance cover loss damage or expense caused by



- 6.1. war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
- 6.2. capture seizure arrest restraint or detainment, (piracy excepted) and the consequences thereof or any attempt thereat
- 6.3. derelict mines torpedoes bombs or other derelict weapons of war.
- 6.4. embargo, or by rejection prohibition or detention by any government or their agencies or departments.

#### **Strike Exclusion Clause**

7. In no case shall this insurance cover loss damage or expense
  - 7.1. caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
  - 7.2. resulting from strikes, lock-outs, labour disturbances, riots or civil commotions
  - 7.3. caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted
  - 7.4. caused by any person acting from a political, ideological or religious motive.

#### **DURATION**

##### **Transit Clause**

8.
  - 8.1. Subject to Clause 11 below, this insurance attaches from the time
    - 8.1.1. the subject-matter insured passes into the cooling and/or freezing chambers of the works (at the place named in the contract of insurance), provided that the period in such chambers prior to shipment on board the oversea vessel or aircraft shall not exceed 60 days unless prompt notice be given to the Insurers and an additional premium paid for each further period of 30 days or part thereof.
    - 8.1.2. the subject-matter insured is loaded into the conveyance at the freezing/cooling works or at the cold store (at the place named in the contract of insurance) for the commencement of transit.
    - 8.1.3. of loading of the subject-matter insured into the oversea vessel or aircraft.

**Note: Underwriter shall delete the Section Not Applicable from 8.1.1., 8.1.2. or 8.1.3 above.**
  - 8.2. This insurance continues during the ordinary course of transit to and whilst in
    - 8.2.1. cold store at the destination named in the contract of insurance or
    - 8.2.2. any other cold store which the Assured elect to use following completion of discharge of the subject-matter insured from the oversea vessel, or after unloading from the aircraft, at the final place of discharge either
      - 8.2.2.1. for storage other than in the ordinary course of transit or
      - 8.2.2.2. for allocation or distribution.
  - 8.3. This insurance terminates either
    - 8.3.1. when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit, or
      - 8.3.1.1. for transit to a destination in the Continent of Europe (including Eire and the United Kingdom), U.S.A. or Canada on the expiry of 30 days
      - 8.3.1.2. for transit to a destination elsewhere on the expiry of 5 days after completion of discharge of the subject-matter insured from the oversea vessel or, after completion of unloading of the subject-matter insured from the aircraft at the final place of discharge, whichever shall first occur.
  - 8.4. This insurance terminates on disposal of the subject-matter insured other than by storage as in Clauses 8.2.1 or 8.2.2 above (except with the prior consent of the Insurers) or on removal from cold store before the expiry of the relevant period in Clauses 8.3.1.1 or 8.3.1.2 above.
  - 8.5. If, after discharge oversea from the oversea vessel, or after unloading from the aircraft at the final place of discharge, but prior to termination of this insurance, the subject-matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided for in Clauses 8.3 and 8.4 above, shall not extend beyond the commencement of transit to such other destination.



- 8.6. This insurance shall remain in force (subject to termination as provided for in Clauses 8.3 and 8.4 above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage.

#### **Termination of Contract of Carriage Clause**

9. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the subject-matter insured as provided for in Clause 8 above, then this insurance shall also terminate unless prompt notice is given to the Insurers and continuation of cover is requested when this insurance shall remain in force, subject to an additional premium if required by the Insurers, either
- 9.1. until the subject-matter insured is sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the subject-matter insured at such port or place, whichever shall first occur, or
  - 9.2. if the subject-matter insured is forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of Clause 8 above.

#### **Change of Voyage/Transit Clause**

- 10.
- 10.1. Where, after attachment of this insurance, the destination is changed by the Assured, this must be notified promptly to the Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.
  - 10.2. Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 8.1 above), but, without the knowledge of the Assured or their employees the vessel sails/aircraft leaves for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

### **CLAIMS**

#### **Insurable Interest Clause**

- 11.
- 11.1. In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.
  - 11.2. Subject to Clause 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not.

#### **Prompt Notice Clause**

12. Prompt notice of any loss damage or deterioration shall be given to the Insurers upon first discovery and any claim for deterioration or damage is conditional upon the Insurers having been given an opportunity to inspect such deterioration or damage before termination of this insurance.

#### **Forwarding Charges Clause**

13. Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter insured is covered under this insurance, the Insurers will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter insured to the destination to which it is insured.

This Clause 13, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their employees.

Constructive Total Loss.

#### **Constructive Total Loss Clause**

14. No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter insured to the destination to which it is insured would exceed its value on arrival.

**Adjustment Clause**

15. Should the subject-matter insured or any part thereof not be shipped any claim in respect thereto shall be adjusted on the basis of its insured value less, where included, freight, duty and all charges not incurred.

**Increased Value Clauses**

16.

- 16.1. If any Increased Value insurance is effected by the Assured on the subject-matter insured under this insurance the agreed value of the subject-matter insured shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

**16.2. Where this insurance is on Increased Value the following clause shall apply:**

The agreed value of the subject-matter insured shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the subject-matter insured by the Assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

**BENEFIT OF INSURANCE**

**Not to Inure Clause**

17. This insurance

- 17.1. covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,  
17.2. shall not extend to or otherwise benefit the carrier or other bailee.

**MINIMISING LOSSES**

**Duty of Assured Clause**

18. It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunder
- 18.1. to take such measures as may be reasonable for the purpose of averting or minimising such loss, and
- 18.2. to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Insurers will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

**Waiver Clause**

19. Measures taken by the Assured or the Insurers with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

**AVOIDANCE OF DELAY**

**Reasonable Despatch Clause**

20. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

**LAW AND PRACTICE**

**English Law and Practice Clause**

This insurance is subject to English law and practice.

NOTE: - Where a continuation of cover is requested under Clause 9, or a change of destination is notified under Clause 10, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.

SPECIAL NOTE: This insurance does not cover loss damage or expense caused by embargo, or by rejection prohibition or detention by the government of the country of import or their agencies or departments but does not exclude loss of or damage to the subject-matter insured caused by risks insured hereunder and sustained prior to any such embargo rejection prohibition or detention.

**Institute Frozen/Chilled Food Clauses (C)**  
(suitable for food in a mechanically temperature-controlled environment)  
CI.431, 01.03.2017

**RISKS COVERED**

**Risks Clause**

1. This insurance covers, except as excluded by the provisions of Clauses 4, 5, 6 and 7 below,
  - 1.1. loss of or damage to the subject-matter insured reasonably attributable to
    - 1.1.1. fire or explosion
    - 1.1.2. vessel or craft being stranded grounded sunk or capsized
    - 1.1.3. overturning or derailment of land conveyance
    - 1.1.4. collision or contact of vessel craft or conveyance with any external object other than water
    - 1.1.5. discharge of cargo at a place of distress,
  - 1.2. loss of or damage to the subject-matter insured caused by
    - 1.2.1. general average sacrifice
    - 1.2.2. jettison.

**General Average Clause**

2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of carriage and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 below.

**"Both to Blame Collision Clause"**

3. This insurance indemnifies the Assured, in respect of any risk insured herein, against liability incurred under any Both to Blame Collision Clause in the contract of carriage. In the event of any claim by carriers under the said Clause, the Assured agree to notify the Insurers who shall have the right, at their own cost and expense, to defend the Assured against such claim.

**EXCLUSIONS**

**General Exclusions Clause**

4. In no case shall this insurance cover
  - 4.1. loss damage or expense attributable to wilful misconduct of the Assured
  - 4.2. ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
  - 4.3. loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)
  - 4.4. loss damage or expense caused by inherent vice or nature of the subject-matter insured
  - 4.5. loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
  - 4.6. loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel/aircraft where, at the time of loading of the subject-matter insured on board the vessel/aircraft, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage.

This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract

  - 4.7. deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons

- 4.8. loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- 4.9. loss damage or expense arising from any failure of the Assured or their employees to take all reasonable precautions to ensure that the subject-matter insured is kept in refrigerated or, where appropriate, properly insulated and cooled space
- 4.10. any loss damage or expense otherwise recoverable hereunder unless prompt notice thereof is given to the Insurers and, in any event, not later than 30 days after the termination of this insurance.

#### **Unseaworthiness and Unfitness Exclusion Clause**

5.

- 5.1. In no case shall this insurance cover loss damage or expense arising from
  - 5.1.1. unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein
  - 5.1.2. unfitness of container or conveyance for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading.
- 5.2. Exclusion 5.1.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.
- 5.3. The Insurers waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.

#### **War Exclusion Clause**

6. In no case shall this insurance cover loss damage or expense caused by
  - 6.1. war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
  - 6.2. capture seizure arrest restraint or detention, and the consequences thereof or any attempt thereat
  - 6.3. derelict mines torpedoes bombs or other derelict weapons of war.
  - 6.4. embargo, or by rejection prohibition or detention by any government or their agencies or departments.

#### **Strike Exclusion Clause**

7. In no case shall this insurance cover loss damage or expense
  - 7.1. caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
  - 7.2. resulting from strikes, lock-outs, labour disturbances, riots or civil commotions
  - 7.3. caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted.
  - 7.4. caused by any person acting from a political, ideological or religious motive.

#### **DURATION**

##### **Transit Clause**

8.

- 8.1. Subject to Clause 11 below, this insurance attaches from the time the subject-matter insured is loaded into the conveyance at the freezing/cooling works or at the cold store (at the place named in the contract of insurance) for the commencement of transit, continues during the ordinary course of transit and terminates either
  - 8.1.1. on delivery to the cold store or place of storage at the destination named in the contract of insurance, or
  - 8.1.2. on delivery to any other cold store or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or
  - 8.1.3. when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit, or
  - 8.1.4. on the expiry of 5 days after completion of discharge overseas of the subject-matter insured from the overseas vessel or, after completion of unloading of the subject-matter insured from the aircraft at the final place of discharge, whichever shall first occur.

- 8.2. If, after discharge overside from the oversea vessel, or after unloading from the aircraft at the final place of discharge, but prior to termination of this insurance, the subject-matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided in Clauses 8.1.1 to 8.1.4 above, shall not extend beyond the commencement of transit to such other destination.
- 8.3. This insurance shall remain in force (subject to termination as provided for in Clauses 8.1.1 to 8.1.4 above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage.

#### **Termination of Contract of Carriage Clause**

9. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the subject-matter insured as provided for in Clause 8 above, then this insurance shall also terminate unless prompt notice is given to the Insurers and continuation of cover is requested when this insurance shall remain in force, subject to an additional premium if required by the Insurers, either
- 9.1. until the subject-matter insured is sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the subject-matter insured at such port or place, whichever shall first occur,
- OR
- 9.2. if the subject-matter insured is forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of Clause 8 above.

#### **Change of Voyage/Transit Clause**

- 10.
- 10.1. Where, after attachment of this insurance, the destination is changed by the Assured, this must be notified promptly to the Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.
- 10.2. Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 8.1 above), but, without the knowledge of the Assured or their employees the ship sails/aircraft leaves for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

### **CLAIMS**

#### **Insurable Interest Clause**

- 11.
- 11.1. In order to recover under this insurance, the Assured must have an insurable interest in the subject-matter insured at the time of the loss.
- 11.2. Subject to Clause 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not.

#### **Forwarding Charges Clause**

12. Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter insured is covered under this insurance, the Insurers will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter insured to the destination to which it is insured.

This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their employees.

#### **Constructive Total Loss Clause**

13. No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter insured to the destination to which it is insured would exceed its value on arrival.

**Increased Value Clause**

14.

14.1. If any Increased Value insurance is effected by the Assured on the subject-matter insured under this insurance the agreed value of the subject-matter insured shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

14.2. Where this insurance is on Increased Value the following clause shall apply:

The agreed value of the subject-matter insured shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the subject-matter insured by the Assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

**BENEFIT OF INSURANCE****Not to Inure Clause**

15. This insurance

15.1. covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,

15.2. shall not extend to or otherwise benefit the carrier or other bailee.

**MINIMISING LOSSES****Duty of Assured Clause**

16. It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunder

16.1. to take such measures as may be reasonable for the purpose of averting or minimising such loss, and

16.2. to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Insurers will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

**Waiver Clause**

17. Measures taken by the Assured or the Insurers with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

**AVOIDANCE OF DELAY****Reasonable Dispatch Clause**

18. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

**LAW AND PRACTICE****English Law and Practice Clause**

19. This insurance is subject to English law and practice.

NOTE: - Where a continuation of cover is requested under Clause 9, or a change of destination is notified under Clause 10, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.

*SPECIAL NOTE: This insurance does not cover loss damage or expense caused by embargo, or by rejection prohibition or detention by the government of the country of import or their agencies or departments but does not exclude loss of or damage to the subject-matter insured caused by risks insured hereunder and sustained prior to any such embargo rejection prohibition or detention*

**Institute Frozen/Chilled Meat Clauses (C) And 24 Hours Breakdown**

(suitable for meat in a mechanically temperature-controlled environment)

CI.427.01.03.2017

**RISKS COVERED****Risks Clause**



1. This insurance covers, except as excluded by the provisions of Clauses 4, 5, 6 and 7 below,
  - 1.1. loss of or damage to the subject-matter insured reasonably attributable to
    - 1.1.1. breakdown of refrigerating machinery resulting in its stoppage for a period of not less than 24 consecutive hours
    - 1.1.2. fire or explosion
    - 1.1.3. vessel or craft being stranded grounded sunk or capsized
    - 1.1.4. overturning or derailment of land conveyance
    - 1.1.5. collision or contact of vessel craft or conveyance with any external object other than water
    - 1.1.6. discharge of cargo at a place of distress.
  - 1.2. loss of or damage to the subject-matter insured caused by
    - 1.2.1. general average sacrifice
    - 1.2.2. jettison.

**General Average Clause**

2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of carriage and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 below.

**"Both to Blame Collision Clause"**

3. This insurance indemnifies the Assured, in respect of any risk insured herein, against liability incurred under any Both to Blame Collision Clause in the contract of carriage. In the event of any claim by carriers under the said Clause, the Assured agree to notify the Insurers who shall have the right, at their own cost and expense, to defend the Assured against such claim.

**EXCLUSIONS**

**General Exclusion Clause**

4. In no case shall this insurance cover
  - 4.1. loss damage or expense attributable to wilful misconduct of the Assured
  - 4.2. ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
  - 4.3. loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)
  - 4.4. loss damage or expense caused by inherent vice or nature of the subject-matter insured (except loss damage or expense covered under Clause 1.1.1 above)
  - 4.5. loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
  - 4.6. loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel/aircraft where, at the time of loading of the subject-matter insured on board the vessel/aircraft, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage.

This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract

  - 4.7. deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons
  - 4.8. loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
  - 4.9. loss damage or expense arising from any failure of the Assured or their employees to take all reasonable precautions to ensure that the subject-matter insured is kept in refrigerated or, where appropriate, properly insulated and cooled space.

**Unseaworthiness and Unfitness Clause**

- 5.

- 5.1. In no case shall this insurance cover loss damage or expense arising from
  - 5.1.1. unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein
  - 5.1.2. unfitness of container or conveyance for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading.
- 5.2. Exclusion 5.1.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.
- 5.3. The Insurers waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.

#### **War Exclusion Clause**

6. In no case shall this insurance cover loss damage or expense caused by
  - 6.1. war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
  - 6.2. capture seizure arrest restraint or detention, and the consequences thereof or any attempt thereat
  - 6.3. derelict mines torpedoes bombs or other derelict weapons of war
  - 6.4. embargo, or by rejection prohibition or detention by any government or their agencies or departments.

#### **Strike Exclusion Clause**

7. In no case shall this insurance cover loss damage or expense
  - 7.1. caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
  - 7.2. resulting from strikes, lock-outs, labour disturbances, riots or civil commotions
  - 7.3. caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted
  - 7.4. caused by any person acting from a political, ideological or religious motive.

#### **DURATION**

##### **Transit Clause**

8.
  - 8.1. Subject to Clause 11 below, this insurance attaches from the time
    - 8.1.1. the subject-matter insured passes into the cooling and/or freezing chambers of the works (at the place named in the contract of insurance), provided that the period in such chambers prior to shipment on board the overseas vessel or aircraft shall not exceed 60 days unless prompt notice be given to the Insurers and an additional premium paid for each further period of 30 days or part thereof.
    - 8.1.2. the subject-matter insured is loaded into the conveyance at the freezing/cooling works or at the cold store (at the place named in the contract of insurance) for the commencement of transit.
    - 8.1.3. of loading of the subject-matter insured into the overseas vessel or aircraft.
  - Note: Underwriter shall delete the Section Not Applicable from 8.1.1., 8.1.2. or 8.1.3 above.**
  - 8.2. This insurance continues during the ordinary course of transit to and whilst in
    - 8.2.1. cold store at the destination named in the contract of insurance, or
    - 8.2.2. any other cold store which the Assured elect to use following completion of discharge of the subject-matter insured from the overseas vessel, or after unloading from the aircraft, at the final place of discharge either
      - 8.2.2.1. for storage other than in the ordinary course of transit or
      - 8.2.2.2. for allocation or distribution
  - 8.3. This insurance terminates either

- 8.3.1. when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit, or
- 8.3.1.1. for transit to a destination in the Continent of Europe (including Eire and the United Kingdom), U.S.A. or Canada on the expiry of 30 days
- 8.3.1.2. for transit to a destination elsewhere on the expiry of 5 days after completion of discharge oversee of the subject-matter insured from the oversea vessel or, after completion of unloading of the subject-matter insured from the aircraft at the final place of discharge, whichever shall first occur.
- 8.4. This insurance terminates on disposal of the subject-matter insured other than by storage as in Clauses 8.2.1 or 8.2.2 above (except with the prior consent of the Insurers) or on removal from cold store before the expiry of the relevant period in Clauses 8.3.1.1 or 8.3.1.2 above.
- 8.5. If, after discharge oversee from the oversea vessel, or after unloading from the aircraft at the final place of discharge, but prior to termination of this insurance, the subject-matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided for in Clauses 8.3 and 8.4 above, shall not extend beyond the commencement of transit to such other destination.
- 8.6. This insurance shall remain in force (subject to termination as provided for in Clauses 8.3 and 8.4 above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage.

#### **Termination of Contract of Carriage Clause**

9. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the subject-matter insured as provided for in Clause 8 above, then this insurance shall also terminate unless prompt notice is given to the Insurers and continuation of cover is requested when this insurance shall remain in force, subject to an additional premium if required by the Insurers, either
- 9.1. until the subject-matter insured is sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the subject-matter insured at such port or place, whichever shall first occur, or
- 9.2. if the subject-matter insured is forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination until terminated in accordance with the provisions of Clause 8 above.

#### **Change of Voyage/Transit Clause**

- 10.
- 10.1. Where, after attachment of this insurance, the destination is changed by the Assured, this must be notified promptly to the Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.
- 10.2. Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 8.1 above), but, without the knowledge of the Assured or their employees the vessel sails/aircraft leaves for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

### **CLAIMS**

#### **Insurable Interest Clause**

- 11.
- 11.1. In order to recover under this insurance, the Assured must have an insurable interest in the subject-matter insured at the time of the loss.
- 11.2. Subject to Clause 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not.

#### **Prompt Notice Clause**

12. Prompt notice of any loss damage or deterioration shall be given to the Insurers upon first discovery and any claim for depreciation or damage is conditional upon Insurers having been given an opportunity to inspect such depreciation or damage before termination of this insurance.

**Forwarding Charges Clause**

13. Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter insured is covered under this insurance, the Insurers will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter insured to the destination to which it is insured.

This Clause 13, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their employees.

**Constructive Total Loss Clause**

14. No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter insured to the destination to which it is insured would exceed its value on arrival.

**Adjustment Clause**

15. Should the subject-matter insured or any part thereof not be shipped any claim in respect thereto shall be adjusted on the basis of its insured value less, where included, freight, duty and all charges not incurred.

**Increased Value Clause**

16.

- 16.1. If any Increased Value insurance is effected by the Assured on the subject-matter insured under this insurance the agreed value of the subject-matter insured shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

- 16.2. Where this insurance is on Increased Value the following clause shall apply:

The agreed value of the subject-matter insured shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the subject-matter insured by the Assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

**BENEFIT OF INSURANCE**

**Not to Inure Clause**

17. This insurance

- 17.1. covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,  
17.2. shall not extend to or otherwise benefit the carrier or other bailee.

**MINIMISING LOSSES**

**Duty of Assured**

18. It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunder

- 18.1. to take such measures as may be reasonable for the purpose of averting or minimising such loss, and  
18.2. to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Insurers will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

**Waiver Clause**

19. Measures taken by the Assured or the Insurers with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

#### **AVOIDANCE OF DELAY**

##### **Reasonable Despatch Clause**

20. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

#### **LAW AND PRACTICE**

##### **English Law and Practice Clause**

21. This insurance is subject to English law and practice.

NOTE: - *Where a continuation of cover is requested under Clause 9, or a change of destination is notified under Clause 10, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.*

*SPECIAL NOTE: This insurance does not cover loss damage or expense caused by embargo, or by rejection prohibition or detention by the government of the country of import or their agencies or departments but does not exclude loss of or damage to the subject-matter insured caused by risks insured hereunder and sustained prior to any such embargo rejection prohibition or detention*

**Institute Strikes Clauses (Frozen/Chilled Food)**  
**(suitable for food in a mechanically temperature-controlled environment)**  
**CI.424, 01.03.2017**

#### **RISKS COVERED**

##### **Risks Clauses**

1. This insurance covers, except as excluded by the provisions of Clauses 3 and 4 below, loss of or damage to the subject-matter insured caused by
  - 1.1. strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
  - 1.2. any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted
  - 1.3. any person acting from a political, ideological or religious motive.

##### **General Average Clause**

2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of carriage and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these Clauses.

#### **EXCLUSIONS**

##### **General Exclusion Clause**

3. In no case shall this insurance cover
  - 3.1. loss damage or expense attributable to wilful misconduct of the Assured
  - 3.2. ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
  - 3.3. loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)
  - 3.4. loss damage or expense caused by inherent vice or nature of the subject-matter insured
  - 3.5. loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
  - 3.6. loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel/aircraft where, at the time of loading of the subject-matter insured on board the vessel/aircraft, the Assured are aware, or in the ordinary course

of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage.

This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract

- 3.7. loss damage or expense arising from the absence shortage or withholding of equipment, power, fuel, coolant, refrigerant or labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion
- 3.8. any claim based upon loss of or frustration of the voyage or adventure
- 3.9. loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- 3.10. loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
- 3.11. any loss damage or expense otherwise recoverable hereunder unless prompt notice thereof is given to the Insurers and, in any event, not later than 30 days after the termination of this insurance
- 3.12. embargo, or by rejection prohibition or detention by any government or their agencies or departments.

#### **Unseaworthiness And Unfitness Exclusion Clause**

4.

- 4.1. In no case shall this insurance cover loss damage or expense arising from
  - 4.1.1. unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein
  - 4.1.2. unfitness of container or conveyance for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading.
- 4.2. Exclusion 4.1.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.
- 4.3. The Insurers waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.

#### **DURATION**

##### **Transit Clause**

5.

- 5.1. Subject to Clause 8 below, this insurance attaches from the time the subject-matter insured is loaded into the conveyance at the freezing/cooling works or at the cold store (at the place named in the contract of insurance) for the commencement of transit, continues during the ordinary course of transit and terminates either
  - 5.1.1. on delivery to the cold store or place of storage at the destination named in the contract of insurance,
  - 5.1.2. on delivery to any other cold store or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or
  - 5.1.3. when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit, or
  - 5.1.4. on the expiry of 5 days after completion of discharge overseas of the subject-matter insured from the overseas vessel or, after completion of unloading of the subject-matter insured from the aircraft at the final place of discharge whichever shall first occur.
- 5.2. If, after completion of discharge overseas from the overseas vessel, or after unloading from the aircraft at the final place of discharge, but prior to termination of this insurance, the subject-matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided in Clauses 5.1.1



to 5.1.4 above, shall not extend beyond the commencement of transit to such other destination.

- 5.3. This insurance shall remain in force (subject to termination as provided for in Clauses 5.1.1 to 5.1.4 above and to the provisions of Clause 6 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage.

#### **Termination of Contract of Carriage Clause**

6. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the subject-matter insured as provided for in Clause 5 above, then this insurance shall also terminate unless prompt notice is given to the Insurers and continuation of cover is requested when this insurance shall remain in force, subject to an additional premium if required by the Insurers, either
- 6.1. until the subject-matter insured is sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the subject-matter insured at such port or place, whichever shall first occur, or
  - 6.2. if the subject-matter insured is forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of Clause 5 above.

#### **Change of Voyage/Transit Clause**

- 7.
- 7.1. Where, after attachment of this insurance, the destination is changed by the Assured, this must be notified promptly to the Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.
  - 7.2. Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 5.1 above), but, without the knowledge of the Assured of their employees the vessel sails/aircraft leaves for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

### **CLAIMS**

#### **Insurable Interest Clause**

- 8.
- 8.1. In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.
  - 8.2. Subject to Clause 8.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not.

#### **Increased Value Clause**

- 9.
- 9.1. If any Increased Value insurance is effected by the Assured on the subject-matter insured under this insurance the agreed value of the subject-matter insured shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.  
In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.
  - 9.2. Where this insurance is on Increased Value the following clause shall apply:  
The agreed value of the subject-matter insured shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the subject-matter insured by the Assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

#### **BENEFIT OF INSURANCE**

##### **Not to Insure Clause**

10. This insurance
- 10.1. covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,
  - 10.2. shall not extend to or otherwise benefit the carrier or other bailee.

#### **MINIMISING LOSSES**

##### **Duty of Assured Clause**

11. It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunder
- 11.1. to take such measures as may be reasonable for the purpose of averting or minimising such loss, and
  - 11.2. to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Insurers will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

##### **Waiver Clause**

12. Measures taken by the Assured or the Insurers with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

#### **AVOIDANCE OF DELAY**

##### **Reasonable Despatch Clause**

13. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

#### **LAW AND PRACTICE**

##### **English Law and Practice Clause**

14. This insurance is subject to English law and practice.

NOTE: - *Where a continuation of cover is requested under Clause 6, or a change of destination is notified under Clause 7, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.*

*SPECIAL NOTE: This insurance does not cover loss damage or expense caused by embargo, or by rejection prohibition or detention by the government of the country of import or their agencies or departments but does not exclude loss of or damage to the subject-matter insured caused by risks insured hereunder and sustained prior to any such embargo rejection prohibition or detention.*

#### **Institute Strikes Clauses (Frozen/Chilled Meat)**

(suitable for meat in a mechanically temperature-controlled environment)

CI.428, 01.03.2017

#### **RISKS COVERED**

##### **Risks Clause**

1. This insurance covers, except as excluded by the provisions of Clauses 3 and 4 below, loss of or damage to the subject-matter insured caused by
- 1.1. strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
  - 1.2. any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted
  - 1.3. any person acting from a political, ideological or religious motive.

##### **General Average Clause**

2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of carriage and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these Clauses.

**EXCLUSIONS****General Exclusions Clause**

3. In no case shall this insurance cover
- 3.1. loss damage or expense attributable to wilful misconduct of the Assured
  - 3.2. ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
  - 3.3. loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)
  - 3.4. loss damage or expense caused by inherent vice or nature of the subject-matter insured
  - 3.5. loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
  - 3.6. loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel/aircraft where, at the time of loading of the subject-matter insured on board the vessel/aircraft, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage.

This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract

- 3.7. loss damage or expense arising from the absence shortage or withholding of equipment, power, fuel, coolant refrigerant or labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion
- 3.8. any claim based upon loss of or frustration of the voyage or adventure
- 3.9. loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- 3.10. loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
- 3.11. embargo, or by rejection prohibition or detention by any government or their agencies or departments.

**Unseaworthiness And Unfitness Exclusion Clause**

- 4.
- 4.1. In no case shall this insurance cover loss damage or expense arising from
    - 4.1.1. unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein
    - 4.1.2. unfitness of container or conveyance for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading.
  - 4.2. Exclusion 4.1.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.
  - 4.3. The Insurers waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.

**DURATION****Transit Clause**

- 5.
- 5.1. Subject to Clause 8 below, this insurance attaches from the time
    - 5.1.1. the subject-matter insured passes into the cooling and/or freezing chambers of the works (at the place named in the contract of insurance), provided that the period in such chambers prior to shipment on board the oversea vessel or aircraft shall not exceed 60

days unless prompt notice be given to the Insurers and an additional premium paid for each further period of 30 days or part thereof.

5.1.2. the subject-matter insured is loaded into the conveyance at the freezing/cooling works or at the cold store (at the place named in the contract of insurance) for the commencement of transit.

5.1.3. of loading of the subject-matter insured into the oversea vessel or aircraft.

**Note: Underwriter shall delete the Section Not Applicable from 5.1.1., 5.1.2. or 5.1.3 above.**

5.2. This insurance continues during the ordinary course of transit to and whilst in

5.2.1. cold store at the destination named in the contract of insurance

Or

5.2.2. any other cold store which the Assured elect to use following completion of discharge of the subject-matter insured from the oversea vessel, or after unloading from the aircraft at the final place of discharge either

5.2.2.1. for storage other than in the ordinary course of transit or

5.2.2.2. for allocation or distribution

5.3. This insurance terminates either

5.3.1. when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit, or

5.3.2. for transit to a destination

5.3.2.1. in the Continent of Europe (including Eire and the United Kingdom), U.S.A. or Canada on the expiry of 30 days

5.3.2.2. elsewhere on the expiry of 5 days after completion of discharge overseas of the subject-matter insured from the oversea vessel or, after completion of unloading of the subject-matter insured from the aircraft at the final place of discharge, whichever shall first occur.

5.4. This insurance terminates on disposal of the subject-matter insured other than by storage as in Clauses 5.2.1 or 5.2.2 above (except with the prior consent of the Insurers) or on removal from cold store before the expiry of the relevant period in Clauses 5.3.2.1 or 5.3.2.2 above.

5.5. If, after discharge overseas from the oversea vessel, or after unloading from the aircraft at the final place of discharge, but prior to termination of this insurance, the subject-matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided for in Clauses 5.3 and 5.4 above, shall not extend beyond the commencement of transit to such other destination.

5.6. This insurance shall remain in force (subject to termination as provided for in Clauses 5.3 and 5.4 above and to the provisions of Clause 6 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage.

#### **Termination of Contract of Carriage Clause**

6. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the subject-matter insured as provided for in Clause 5 above, then this insurance shall also terminate *unless prompt notice is given to the Insurers and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Insurers*, either

6.1. until the subject-matter insured is sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the subject-matter insured at such port or place, whichever shall first occur,

Or

6.2. if the subject-matter insured is forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of Clause 5 above.

#### **Change of Voyage/Transit Clause**

7.

- 7.1. Where, after attachment of this insurance, the destination is changed by the Assured, this must be notified promptly to the Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.
- 7.2. Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 5.1 above), but, without the knowledge of the Assured or their employees the vessel sails/aircraft leaves for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

## **CLAIMS**

### **Insurable Interest Clause**

#### **8.**

- 8.1. In order to recover under this insurance, the Assured must have an insurable interest in the subject-matter insured at the time of the loss.
- 8.2. Subject to Clause 8.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not.

### **Prompt Notice Clause**

9. Prompt notice of any loss damage or deterioration shall be given to the Insurers upon first discovery and any claim for depreciation or damage is conditional upon the Insurers having been given an opportunity to inspect such depreciation or damage before termination of this insurance.

### **Adjustment Clause**

10. Should the subject-matter insured, or any part thereof not be shipped any claim in respect thereto shall be adjusted on the basis of its insured value less, where included, freight, duty and all charges not incurred.

### **Increased Value Clause**

#### **11. A**

- 11.1. If any Increased Value insurance is effected by the Assured on the subject-matter insured under this insurance the agreed value of the subject-matter insured shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

#### **11.2. Where this insurance is on Increased Value the following clause shall apply:**

The agreed value of the subject-matter insured shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the subject-matter insured by the Assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

## **BENEFIT OF INSURANCE**

### **Not to Inure Clause**

#### **12. This insurance**

- 12.1. covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,

- 12.2. shall not extend to or otherwise benefit the carrier or other bailee.

## **MINIMISING LOSSES**

### **Duty of Assured Clause**

13. It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunder

- 13.1. to take such measures as may be reasonable for the purpose of averting or minimising such loss, And

- 13.2.** to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Insurers will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

**Waiver Clause**

- 14.** Measures taken by the Assured or the Insurers with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

**AVOIDANCE OF DELAY**

**Reasonable Despatch Clause**

- 15.** It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

**LAW AND PRACTICE**

**English Law and Practice Clause**

- 16.** This insurance is subject to English law and practice.

NOTE:- *Where a continuation of cover is requested under Clause 6, or a change of destination is notified under Clause 7, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.*

*SPECIAL NOTE: This insurance does not cover loss damage or expense caused by embargo, or by rejection prohibition or detention by the government of the country of import or their agencies or departments but does not exclude loss of or damage to the subject-matter insured caused by risks insured hereunder and sustained prior to any such embargo rejection prohibition or detention*

**Frozen/Chilled Food Extension Clauses**

**(suitable for food in a mechanically temperature-controlled environment)**

**CI.422, 01.03.2017**

**RISKS COVERED**

**Risks Clause**

1. Subject always to the subject-matter insured being in sound condition at the time of attachment, this insurance covers, except as excluded by the provisions of Clauses 4, 5, 6 and 7 below, loss of, deterioration of, or damage to the subject-matter insured which shall arise during the currency of this insurance.

**General Average Clause**

2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of carriage and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 below.

**"Both to Blame Collision Clause"**

3. This insurance indemnifies the Assured in respect of any risk insured herein, against liability incurred under any Both to Blame Collision Clause in the contract of carriage. In the event of any claim by carriers under the said Clause the Assured agree to notify the Insurers who shall have the right, at their own cost and expense, to defend the Assured against such claim.

**EXCLUSIONS**

**General Exclusion Clause**

4. In no case shall this insurance cover
- 4.1. loss damage or expense attributable to wilful misconduct of the Assured
  - 4.2. ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
  - 4.3. loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)



- 4.4. loss damage or expense arising from infection prior to attachment of this insurance, bone taint, salmonella, fault in preparation dressing cooling freezing wrapping or packaging
- 4.5. claims arising from loss of market
- 4.6. loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel/aircraft where, at the time of loading of the subject-matter insured on board the vessel/aircraft, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage.

This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract

- 4.7. loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- 4.8. loss damage or expense arising from any failure of the Assured or their employees to take all reasonable precautions to ensure that the subject-matter insured is kept in refrigerated or, where appropriate, properly insulated and cooled space
- 4.9. any loss damage or expense otherwise recoverable hereunder unless prompt notice thereof is given to the Insurers and, in any event, not later than 30 days after the termination of this insurance.

#### **Unseaworthiness and Unfitness Exclusion Clause**

5.

- 5.1. In no case shall this insurance cover loss damage or expense arising from
  - 5.1.1. unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein
  - 5.1.2. unfitness of container or conveyance for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading.
- 5.2. Exclusion 5.1.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.
- 5.3. The Insurers waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.

#### **War Exclusion Clause**

- 6. In no case shall this insurance cover loss damage or expense caused by
  - 6.1. war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
  - 6.2. capture seizure arrest restraint or detention (piracy excepted), and the consequences thereof or any attempt thereat
  - 6.3. derelict mines torpedoes bombs or other derelict weapons of war
  - 6.4. embargo, or by rejection prohibition or detention by any government or their agencies or departments.

#### **Strike Exclusion Clause**

- 7. In no case shall this insurance cover loss damage or expense
  - 7.1. caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
  - 7.2. resulting from strikes, lock-outs, labour disturbances, riots or civil commotions
  - 7.3. caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted
  - 7.4. caused by any person acting from a political, ideological or religious motive.

**DURATION****Transit Clause**

8.

- 8.1. Subject to Clause 11 below, this insurance attaches from the time the subject-matter insured is loaded into the conveyance at the freezing/cooling works or at the cold store (at the place named in the contract of insurance) for the commencement of transit, continues during the ordinary course of transit and terminates either
- 8.1.1. on delivery to the cold store or place of storage at the destination named in the contract of insurance, or
- 8.1.2. on delivery to any other cold store or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or
- 8.1.3. when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit, or
- 8.1.4. on the expiry of 5 days after completion of discharge oversee of the subject-matter insured from the oversea vessel, or, after completion of unloading of the subject-matter insured from the aircraft at the final place of discharge, whichever shall first occur.
- 8.2. If, after discharge oversee from the oversea vessel, or after unloading from the aircraft at the final place of discharge, but prior to termination of this insurance, the subject-matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided for in Clauses 8.1.1 to 8.1.4 above, shall not extend beyond the commencement of transit to such other destination.
- 8.3. This insurance shall remain in force (subject to termination as provided for in Clauses 8.1.1 to 8.1.4 above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage.
- 8.4. In the absence of prior notice to the Insurers and agreement of any additional premium required by them, this insurance excludes any claim for deterioration of or damage to the subject-matter insured where the period between the first passing of the subject-matter insured into a freezing/cooling chamber and attachment of this insurance exceeds 60 days.

**Termination of Contract of Carriage Clause**

9. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the subject-matter insured as provided for in Clause 8 above, then this insurance shall also terminate unless prompt notice is given to the Insurers and continuation of cover is requested when this insurance shall remain in force, subject to an additional premium if required by the Insurers, either
- 9.1. until the subject-matter insured is sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the subject-matter insured at such port or place, whichever shall first occur, or
- 9.2. if the subject-matter insured is forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of Clause 8 above.

**Change of Voyage/Transit Clause**

10.

- 10.1. Where, after attachment of this insurance, the destination is changed by the Assured, this must be notified promptly to the Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.
- 10.2. Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 8.1 above), but, without the knowledge of the Assured or their employees the vessel sails/aircraft leaves for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

**CLAIMS****Insurable Interest Clause**

11.

- 11.1. In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.
- 11.2. Subject to Clause 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not.

**Forwarding Charges Clause**

12. Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter insured is covered under this insurance, the Insurers will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter insured to the destination to which it is insured.

This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their employees.

**Constructive Total Loss Clause**

13. No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter insured to the destination to which it is insured would exceed its value on arrival.

**Increased Value Clause**

14.

14.1. If any Increased Value insurance is effected by the Assured on the subject-matter insured under this insurance the agreed value of the subject-matter insured shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

14.2. Where this insurance is on Increased Value the following clause shall apply:

The agreed value of the subject-matter insured shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the subject-matter insured by the Assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

**BENEFIT OF INSURANCE****Not to Inure Clause**

15. This insurance

- 15.1. covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,
- 15.2. shall not extend to or otherwise benefit the carrier or other bailee.

**MINIMISING LOSSES****Duty of Assured Clause**

16. It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunder

- 16.1. to take such measures as may be reasonable for the purpose of averting or minimising such loss,
- 16.2. to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Insurers will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

**Waiver Clause**

17. Measures taken by the Assured or the Insurers with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

**AVOIDANCE OF DELAY****Reasonable Despatch Clause**

18. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

**LAW AND PRACTICE****English Law and Practice Clause**

19. This insurance is subject to English law and practice.

NOTE: - *Where a continuation of cover is requested under Clause 9, or a change of destination is notified under Clause 10, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.*

*SPECIAL NOTE: This insurance does not cover loss damage or expense caused by embargo, or by rejection prohibition or detention by the government of the country of import or their agencies or departments but does not exclude loss of or damage to the subject-matter insured caused by risks insured hereunder and sustained prior to any such embargo rejection prohibition or detention*

**Frozen/Chilled Meat Extension Clauses**

(suitable for meat in a mechanically temperature-controlled environment)

CI.429, 01.03.2017

**RISKS COVERED****Risks Clause**

1. Subject always to the subject-matter insured being in sound condition at the time of attachment, this insurance covers, except as excluded by the provisions of Clauses 4, 5, 6 and 7 below, loss of, deterioration of, or damage to the subject-matter insured which shall arise during the currency of this insurance.

**General Average Clause**

2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of carriage and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 below.

**"Both to Blame Collision Clause"**

3. This insurance indemnifies the Assured, in respect of any risk insured herein, against liability incurred under any Both to Blame Collision Clause in the contract of carriage. In the event of any claim by carriers under the said Clause, the Assured agree to notify the Insurers who shall have the right, at their own cost and expense, to defend the Assured against such claim.

**EXCLUSIONS****General Exclusions Clause**

4. In no case shall this insurance cover
- 4.1. loss damage or expense attributable to wilful misconduct of the Assured
  - 4.2. ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
  - 4.3. loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)
  - 4.4. loss, damage or expense arising from infection prior to attachment of this insurance, bone taint, salmonella, fault in preparation, dressing, cooling, freezing, wrapping or packaging

- 4.5. claims arising from loss of market
- 4.6. loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel/aircraft where, at the time of loading of the subject-matter insured on board the vessel/aircraft, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage.

This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract

- 4.7. loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- 4.8. loss damage or expense arising from any failure of the Assured or their employees to take all reasonable precautions to ensure that the subject-matter insured is kept in refrigerated or, where appropriate, properly insulated and cooled space.

#### **Unseaworthiness and Unfitness Clause**

5.

- 5.1. In no case shall this insurance cover loss damage or expense arising from
  - 5.1.1. unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein
  - 5.1.2. unfitness of container or conveyance for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading.
- 5.2. Exclusion 5.1.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.
- 5.3. The Insurers waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.

#### **War Exclusion Clause**

- 6. In no case shall this insurance cover loss damage or expense caused by
  - 6.1. war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
  - 6.2. capture seizure arrest restraint or detention (piracy excepted), and the consequences thereof or any attempt thereat
  - 6.3. derelict mines torpedoes bombs or other derelict weapons of war
  - 6.4. embargo, or by rejection prohibition or detention by any government or their agencies or government departments.

#### **Strike Exclusion Clause**

- 7. In no case shall this insurance cover loss damage or expense
  - 7.1. caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
  - 7.2. resulting from strikes, lock-outs, labour disturbances, riots or civil commotions
  - 7.3. caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted
  - 7.4. caused by any person acting from a political, ideological or religious motive.

#### **DURATION**

##### **Transit Clause**

8.

- 8.1. Subject to Clause 11 below, this insurance attaches from the time
  - 8.1.1. the subject-matter insured passes into the cooling and/or freezing chambers of the works (at the place named in the contract of insurance), provided that the period in such

chambers prior to shipment on board the oversea vessel or aircraft shall not exceed 60 days unless prompt notice be given to the Insurers and an additional premium paid for each further period of 30 days or part thereof.

8.1.2. the subject-matter insured is loaded into the conveyance at the freezing/cooling works or at the cold store (at the place named in the contract of insurance) for the commencement of transit.

8.1.3. of loading of the subject-matter insured into the oversea vessel or aircraft.

**Note: Underwriter shall delete the Section Not Applicable from 8.1.1., 8.1.2. or 8.1.3 above.**

8.2. This insurance continues during the ordinary course of transit to and whilst in

8.2.1. cold store at the destination named in the contract of insurance or

8.2.2. any other cold store which the Assured elect to use following discharge of the subject-matter insured from the oversea vessel, or after unloading from the aircraft, at the place of discharge either

8.2.2.1. for storage other than in the ordinary course of transit or

8.2.2.2. for allocation or distribution.

8.3. This insurance terminates either

8.3.1. when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit, or

8.3.1.1. for transit to a destination in the Continent of Europe (including Eire and the United Kingdom), U.S.A. or Canada on the expiry of 30 days

8.3.1.2. for transit to a destination elsewhere on the expiry of 5 days after discharge of the subject-matter insured from the oversea vessel or after completion of unloading of the subject-matter insured from the aircraft at the final place of discharge, whichever shall first occur.

8.4. This insurance terminates on disposal of the subject-matter insured other than by storage as in Clauses 8.2.1 or 8.2.2 above (except with the prior consent of the Insurers) or on removal from cold store before the expiry of the relevant period in Clauses 8.3.1.1 or 8.3.1.2 above.

8.5. If, after discharge overside from the oversea vessel, or after unloading from the aircraft at the final place of discharge, but prior to termination of this insurance, the subject-matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided for in Clauses 8.3 and 8.4 above, shall not extend beyond the commencement of transit to such other destination.

8.6. This insurance shall remain in force (subject to termination as provided for in Clauses 8.3 and 8.4 above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage.

8.7. In the absence of prior notice to the Insurers and agreement of any additional premium required by them, this insurance excludes any claim for deterioration of or damage to the subject-matter insured where the period in freezing/cooling works and in any cold store, before loading into the conveyance for commencement of the transit, exceeds 60 days.

#### **Termination of Contract of Carriage Clause**

9. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the subject-matter insured as provided for in Clause 8 above, then this insurance shall also terminate unless prompt notice is given to the Insurers and continuation of cover is requested when this insurance shall remain in force, subject to an additional premium if required by the Insurers, either

9.1. until the subject-matter insured is sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the subject-matter insured at such port or place, whichever shall first occur, or

9.2. if the subject-matter insured is forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of Clause 8 above.

#### **Change of Voyage/Transit Clause**



- 10.
- 10.1. Where, after attachment of this insurance, the destination is changed by the Assured, this must be notified promptly to the Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.
- 10.2. Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 8.1 above), but, without the knowledge of the Assured or their employees the vessel sails/aircraft leaves for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

## **CLAIMS**

### **Insurable Interest Clause**

- 11.
- 11.1. In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.
- 11.2. Subject to Clause 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not.

### **Prompt Notice Clause**

12. Prompt notice of any deterioration loss or damage shall be given to the Insurers upon first discovery and any claim for depreciation or damage is conditional upon the Insurers having been given an opportunity to inspect such depreciation or damage before termination of this insurance.

### **Forwarding Charges Clause**

13. Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter insured is covered under this insurance, the Insurers will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter insured to the destination to which it is insured.

This Clause 13, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their employees.

### **Constructive Total Loss Clause**

14. No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter insured to the destination to which it is insured would exceed its value on arrival.

### **Adjustment Clause**

15. Should the subject-matter insured or any part thereof not be shipped any claim in respect thereto shall be adjusted on the basis of its insured value less, where included, freight, duty and all charges not incurred.

### **Increased Value Clause**

- 16.
- 16.1. If any Increased Value insurance is effected by the Assured on the subject-matter insured under this insurance the agreed value of the subject-matter insured shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.
- In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.
- 16.2. Where this insurance is on Increased Value the following clause shall apply:  
The agreed value of the subject-matter insured shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the subject-matter insured by the Assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total

amount insured.

In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

#### **BENEFIT OF INSURANCE**

##### **Not to Inure Clause**

17. This insurance

- 17.1. covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,
- 17.2. shall not extend to or otherwise benefit the carrier or other bailee.

#### **MINIMISING LOSSES**

##### **Duty of Assured Clause**

18. It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunder

- 18.1. to take such measures as may be reasonable for the purpose of averting or minimising such loss, and
- 18.2. to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Insurers will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

##### **Waiver Clause**

19. Measures taken by the Assured or the Insurers with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

#### **AVOIDANCE OF DELAY**

##### **Reasonable Despatch Clause**

20. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

#### **LAW AND PRACTICE**

##### **English Law and Practice Clause**

21. This insurance is subject to English law and practice.

NOTE: - *Where a continuation of cover is requested under Clause 9, or a change of destination is notified under Clause 10, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.*

*SPECIAL NOTE: This insurance does not cover loss damage or expense caused by embargo, or by rejection prohibition or detention by the government of the country of import or their agencies or departments but does not exclude loss of or damage to the subject-matter insured caused by risks insured hereunder and sustained prior to any such embargo rejection prohibition or detention*

#### **Stock Throughput Extension Clause**

This Policy is extended to include loss or damage to the insured goods against Coverage Opted by the Assured and mentioned in the Policy Schedule, whilst in Store (additional to that already provided for during the ordinary course of transit) in purpose built warehouses or places of store nominated by the Assured and Agreed by underwriters in advance of inception of risk or subsequently during the Policy Period, Subject to the Terms, Conditions, Exclusions, Clauses, Warranties and Deductible of this Policy and always provided that the Company will not pay for any loss or damage or expense arising out of the following:

1. Stock taking losses, unexplained losses and/or mysterious disappearances.
2. Loss and/or damage to the subject matter insured caused by processing, errors in processing and/or as a direct result of being worked upon unless due to an external cause otherwise covered by this Policy.
3. Storage at retail stores/premises, unless specifically agreed and mentioned in the Policy Schedule.
4. Deterioration of goods due to change in temperature or humidity or inadequate operation of an air-conditioning cooling or heating system.
5. Contamination, pollution, corrosion, vermin, fungus, rot, gradual deterioration or deformation.
6. Loss or damage resulting from theft unless accompanied by violence to persons or threat of

- violence or forcible and violent entry to or exit from the premises.
7. Loss or damage caused by storm, tempest, water, hail, frost or snow to goods stored in the open or in open sided buildings.
  8. Infidelity or acts of fraud or dishonesty of any Partner or Director, Employee of the Assured whether acting alone or in collusion with others.
  9. Consequential loss or damage or legal liability of any kind.
  10. Malicious act or acts of sabotage by any person or persons acting on behalf of or in connection with any organisation, unless specifically agreed and mentioned in the Policy Schedule.
  11. Riot and Strikes and Civil Commotions including but not be limited to
    - a. any act committed in the course of disturbances of the public peace by any person taking part together with others in such disturbances; or
    - b. any wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out whether or not such act is committed in the course of a disturbance of the public peace; or
    - c. any act of any lawfully constituted Authority for the purpose of suppressing or minimising the consequences of any existing disturbances of the public peace or for the purpose of preventing any such act is referred to in paragraph above or minimising the consequences thereof
 unless specifically agreed and mentioned in the Policy Schedule
  12. Acts of terrorism committed by a person or persons acting on behalf of or in connection with any organisation, unless specifically agreed and mentioned in the Policy Schedule.  
For the purpose of this exclusion 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.
  13. Loss, destruction or damage caused by war, invasion, act of foreign enemy hostilities or war like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
  14. Loss, destruction or damage directly or indirectly caused to the goods and / or merchandise Assured(s) by:
    - a. ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
    - b. the radioactive toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

**Special Condition:**

Cover under this Extension continues until delivery to final Customer's Premises or until such time that the Insured's Interest ceases whichever first occurs.

**Process Clause**

This insurance remains in full force whilst the Subject-matter insured is under any process, manufacture, conversion, treatment and the like but in no case shall extend to cover loss or damage thereto caused by such process solely caused by such process.

**Exhibition Risks Clause**

This Policy is extended to include loss or damage to the Insured's property or that hired or loaned to them whilst in transit to and from exhibition and/or demonstration and/or training site and/or display and/or seminar and/or similar event and whilst on such premises during unpacking, assembly, awaiting and on exhibition, dismantling, re-packing and lifting for removal from the exhibition site, arising from:

- a. fire, lightning, explosion and earthquake
- b. storm, flood and tempest
- c. burglary, housebreaking, theft or any attempt threat
- d. any accidental cause

In the event of the Subject Matter insured remaining on Exhibition Site in excess of Thirty (30) days, from and including date of arrival, the Assured will pay additional premium at rates to be arranged.

Notwithstanding anything to the contrary which may be contained herein, Underwriters will not in any circumstances be liable for: -

1. loss of damage caused by theft or attempted theft from inadequately secured site.
2. wear and tear, depreciation (not arising from an insured risk), gradual deterioration or inherent vice.
3. loss or damage caused by vermin, weevil, mildew, mould, heating and frost.
4. loss of life and/or personal injury and/or damage to other goods, other third party risks or indirect and consequential losses
5. loss or damage arising from latent defect, or arising from faulty assembly or construction.
6. loss or damage resulting directly from mechanical, electrical or manual operation of the goods insured for demonstration or other purposes
7. loss or damage to the goods insured in transit following the exhibition unless property packed and packed to no lesser standard as the outward journey.
8. Loss, destruction or damage caused by war, invasion, act of foreign enemy hostilities or war like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
9. Loss, destruction or damage directly or indirectly caused to the goods and / or merchandise Assured(s) by:
  - a. ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
  - b. the radioactive toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

#### **Institute Theft, Pilferage and Non-Delivery Clause**

In consideration of an additional premium, it is hereby agreed that this insurance covers loss of or damage to the subject-matter insured caused by theft or pilferage, or by non-delivery of an entire package, subject always to the exclusions contained in this insurance.

#### **Institute Malicious Damage Clause**

In consideration of an additional premium, it is hereby agreed that the exclusion “deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons” is deemed to be deleted and further that this insurance covers loss of or damage to the subject-matter insured caused by malicious acts vandalism or sabotage, subject always to the other exclusions contained in this insurance.

#### **Institute Replacement Clause**

In the event of loss of or damage to any part(s) of an insured machine or other manufactured item consisting of more than one part caused by a peril covered by this insurance, the sum recoverable shall not exceed the cost of replacement or repair of such part(s) plus labour for (re)fitting and carriage costs. Duty incurred in the provision of replacement or repaired part(s) shall also be recoverable provided that the full duty payable on the insured machine or manufactured item is included in the amount insured.

The total liability of Insurers shall in no event exceed the amount insured of the machine or manufactured item.

#### **Special Contract or Private Carriers Warranty**

The liability of the Insurer shall be limited to a maximum of 75% of the assessed loss where the Consignment Note is issued limiting the liability of the Common Carriers, as defined in the Carriers Act of 1865, in any respect by Special Contract duly signed by the Consignor, Consignee or by the duly authorized representative, Agents or where the Consignment Note is issued by a Private Carrier or Freight Broker or the vehicle belongs to the Assured(s).

This warranty would not apply where loss or damage has occurred whilst the goods are not in the custody of the Carriers.

**FOB Clauses****A. When loading is done directly from Wharf/Quay:**

This insurance is extended to cover the interest insured until the goods are placed on board the ocean going vessel or lash barges (including Sling Loss) or until expiry of two weeks after arrival of goods at the place of storage at the port to and / or docks awaiting shipment, whichever shall first occur".

Shut out cargo is held covered subject to prompt notice and on terms, conditions and rates to be agreed to by the Underwriters.

**B. When loading is done midstream by craft, raft or lighter:**

- i. Inland Transit Policy is subject to Inland Transit (Rail or Road) Clause-B with or without extraneous risks, then,
  - a. In addition to Clause stated under item (A) above, the following Clause shall be applicable whilst the insured interest is waterborne in the course of transit to the vessel:  
"This insurance also covers loss of or damage to the subject matter insured reasonably attributable to:
    - i. Craft, raft or lighter being stranded, grounded, sunk or capsized
    - ii. Fire, lightning, collision or contact of the craft, raft or lighter or conveyance with any external object other than water
    - iii. Total loss of any package lost in loading, transhipment or discharge."
  - b. Risk of jettisoning may be covered in conjunction with Basic Cover as above in which event the following Clause shall apply : "Including the risk of jettisoning due to stress of weather only".
- ii. Inland Transit Policy is subject to Inland Transit (Rail or Road) Clause-A, the Clause stated under item (A) above only will apply.

**Second Hand Machinery Replacement Clause**

In the event of a claim for loss or damage to any part or parts of the interest insured in consequence of a peril covered by the Policy, the amount recoverable hereunder shall not exceed such proportion of the cost of replacement of the part or parts lost or damaged as the Insured Value bears to the value of a new machine plus additional charges for forwarding and refitting the new part or parts if incurred.

Provided that in no case shall the liability of Underwriters exceed the insured value of the complete article.

**Limitation of Liability Clause-Inland Transit**

The liability of the Company shall be limited to 75% of the assessed loss where the Consignment Note is issued limiting the liability of the carriers in any respect by Special Contract duly signed by the Consignor, Consignee or by the duly Authorized Representative, Agents or where the Consignment Note is issued by a Private Carrier (other than a vehicle belonging to the owner of goods) or Freight Broker.

This warranty would not apply where loss or damage has occurred whilst the goods are not in the custody of the carriers.

**Roadworthy Clause**

Excluding loss or damage to the subject matter insured where such loss or damage is as a result of the carrying vehicle not being a roadworthy condition.

**Declaration Clause**

To be agreed prior to attachment of the risk.

It is a condition of this Policy that the Assured is bound to declare hereunder each and every shipment or sending or risk without exception falling within the terms of this Policy whether arrived or not, the Underwriters/Insurers being bound to accept same up to but not exceeding the limits specified herein.

**Overloading Clause:**

Warranted that the Vehicle will not carry any load in excess of that which it is constructed to carry and in no case more than the legal requirement.

### **Co-Mingled Cargo Clause**

It is agreed that when property in bulk is stowed so as to be co-mingled with like property belonging to others, loss or damage arising from a peril insured against shall be apportioned over the party or parties involved in the shipments in accordance with the respective interest(s) of the said party or parties involved, in the ratio that the quantity of property belonging to each party bears to the total quantity of produce stowed at the time and place of loss

### **Import Duty Insurance Clause**

This insurance is on increased value of cargo by reason of payment of Customs Duty at the port or place of destination and is subject to the same clauses and conditions as the insurance on cargo and to pay the same percentage of `Duty` payable (excluding charges and expenses) as may be paid thereon, but excluding claims in respect of :

- a) Total loss or total loss of part of cargo prior to `Duty` becoming payable.
- b) General Average, Salvage and/or Salvage Charges arising from any casualty occurring prior to the `Duty` becoming payable.

In ascertaining the amount of the claim recoverable hereunder, credit shall be given for any rebates or refund of `Duty` which may become allowable.

This Insurance shall not be valid if effected after the arrival of the vessel at the destination port.

### **Warranted that:**

1. This Policy is not assignable.
2. No claim shall be paid for `Duty` until the claim under the CIF Value Insurance Policy is payable and proof of liability for loss under that policy shall be furnished to the Company. This provision need not apply to cases where CIF is insured overseas due to contractual obligation.
3. This is not a "valued" policy as defined in the Marine Insurance Act, 1963. Claims under this policy are payable on the basis of actual `Duty` paid or on the basis of the Sum Insured whichever is less.
4. In the event of a claim under this Policy, immediate notice of loss shall be given to the Company and a reasonable opportunity given to the Company to survey and assess the loss. The Assured shall co-operate with the Company and take all reasonable measures to minimise or prevent a loss. The Assured shall also lodge a claim with the Customs Authorities within the stipulated time for refund of `Duty` where admissible, and with the Carriers or others for recovery of the `Duty` paid in respect of such damage or lost cargo and any recovery relating to the `Duty` paid shall be credited to Company

### **Household & Personal Effect Clause**

This Policy is extended to include loss of or damage to the Insured's own household goods and personal effects whilst in transit at the Insured's behest subject to the terms, conditions and limits contained within the Policy:

However, this policy will not cover:

- a) Loss or damage unless goods are professionally packed
- b) Loss or damage due to or occasioned by perishable goods, acids, paints, aerosols, medicines or liquids of all descriptions included in the consignment
- c) Loss or damage to cash, bank notes, cheques, money orders, postal orders, savings and share certificates, stamps and financial documents of any kind, travel tickets, passports, manuscripts or documents of any description, medals, coins, bonds, securities, travellers samples, jewellery, watches, personal ornaments, precious stones, hi-tech goods as defined, antiques and Objet d' Art
- d) Loss or damage to musical instruments caused by climatic or atmospheric conditions or loss or damage to strings, reeds or drumheads.
- e) Loss or damage to household goods and personal effects which would have been recoverable under any other insurance but for the existence of this policy
- f) Policy Deductible
- g) Loss or damage caused by gradual deterioration, wear and tear, atmospheric or climatic conditions, inherent vice, vermin, moth damage, consequential loss and loss of data.
- h) Electrical, electronic, mechanical derangement and internal damage of electrical items unless there is evidence of external damage to the Interest Insured or its packing.(unless caused by a peril insured against.)



- i) Underwriters` liability is restricted to the reasonable cost of repair and no claim will attach for depreciation consequent thereon.
- j) Excluding end damages to books & periodicals.
- k) Sentimental Losses
- l) Existing damages/fault
- m) Intentional Storage outside the ordinary course of transit.
- n) Shortage from sound package and shortage from container/s delivered with intact seal.
- o) Any kind Motor Vehicle.

This Policy is subject to following Clauses:

1. Pair & Set Clause
2. Second Hand Machinery Replacement Clause
3. Labels Clause

### **Interests Carried On Deck Clause**

Cover in respect of Interests carried On Deck in a container which is not fully structurally enclosed such as an open top container, a flat rack container, an open sided container or a tarpaulin covered container; shall be in accordance with the Institute Cargo Clauses (C)-1.1.82.

### **Container On and / or Under Deck Clause**

Shipments in containers are insured on or under deck subject to cover terms and conditions including jettison, washing and loss overboard when shipped by Purpose Built Cellular Container Vessel.

Shipments on deck with an under deck bill of lading are covered hereon on cover terms and conditions including jettison washing and loss overboard. Other on deck shipments held covered at rates to be agreed by Insurer.

### **Labels Clause**

In case of damage from perils insured against affecting labels only the Underwriters liability shall be limited to an amount sufficient to pay the cost re-conditioning, or cost of new labels and relabeling the goods.

### **Brand and Trade Mark Clause**

In the case of damage to goods insured bearing embossed or indented brands or other permanent marking identifying the assured as the manufacturer, which carry or imply the guarantee of the assured as the manufacturer, which carry or imply the guarantee of the assured then such damage shall be treated as a constructive total loss.

This extension in cover shall only apply where it is not possible to remove the embossed or indented brand or permanent marking and the assured is able to demonstrate to underwriters that sale of such damaged goods will be detrimental to be Assured's good name. Subject to prior agreement by underwriters the assured shall dispose of the damaged goods to the best advantage or they shall be destroyed in the presence of both a representative of underwriters and the assured.

### **Taint Damage Clause**

Notwithstanding anything contained to the contrary in the within-mentioned Policy, it is hereby declared and agreed that the Insurance provided by the said Policy is extended to include cover against the risk of any foreign acquired "Taint Damage" to the subject matter, arising from any established and proven external cause, but no liability whatsoever shall attached to Insurers in respect of such subject matter which may have been affected in any way or deteriorated in quality due to absorption of moisture, atmospheric conditions or climatic changes.

### **Pairs and Sets Clause**

Where an insured item consists of articles in a pair or set, the Assured shall not be entitled to recover more than the proportionate sum insured in respect of the particular part or parts which may be lost or damaged. In no event shall such loss or damage be construed to mean total loss of the pair or set.

### **Pairs and Sets Extension Clause**

In the event of loss or damage recoverable to any item or items forming part of a pair or set, the indemnity afforded by this policy shall be limited to the reasonable and the fair reduction in value of the pair or set by reason of the loss or damage to the affected item or items having regard to the importance of the

affected items within the pair or set. All the articles constituting the pair or set shall, at Underwriters option, become their property in the event that the Underwriters agree to pay the total loss of the pair or entire set.

### **Climatic Conditions Clause**

Excluding loss or damage by climatic or atmospheric conditions or extremes of temperature.

### **Climatic or Atmospheric Conditions or Extremes of Temperature Extension Clause**

To cover loss or damage, which is reasonably attributable to mould and mildew subject to the goods being professionally packed. Underwriter's maximum liability is restricted to 75% of the declared sum insured.

### **Mechanical, Electrical or Electronic Derangement Extension Clause**

To include loss or damage to the interest insured, which results from electronic and/or electrical and/or mechanical derangement, provided the interest insured is not exceeding six years old. Subject to the goods being professionally packed in accordance with the manufacturer's recommendations, wherever possible.

### **Cutting Clause**

In the event of the Subject Matter Insured being damaged in such a way that it is practicable to use the sound portion or portions for the purpose for which they were originally intended, this Policy shall only pay for the damaged portion or portions.

### **Courier Dispatch Warranties**

Warranted the Assured, Consignor, Consignee and/or their Agents/Associates/Clearing Agents or Suppliers, as applicable, will not contract out with the courier allowing the courier to restrict its liability to any amount less than the statutory liability of a common /road, rail, air or sea carrier, whichever mode adopted by the courier.

Breach of the above warranty would entitle the Insurer to settle claims for a maximum of 75% of the assessed loss OR deduct the maximum limit of liability of the respective carrier, recovery of which is prejudiced, at the option of the insurer.

The above warranty would not apply in the following cases:

- i. Where the value of the consignment is less than Rs 50,000 (Rupees Fifty thousand)
- ii. Where the Waybill is counter signed as above but the document incorporates the provisions of the applicable Carriers Act such as Carriers act of 1865/Railways Act/Carriage of Goods by sea and / or Air Act etc
- iii. The Assured, Consignor, Consignee and/or their Agents/Associates/Clearing Agents or Suppliers, as applicable, IF NEED BE to sign the
- iv. Waybill or any other document issued by the Courier company and/or their Agents/Associates only in acknowledgment of receipt BUT NOT in agreement with the terms and conditions printed thereon regarding liability of the Courier.

### **Institute Location Clause**

Notwithstanding anything to the contrary contained in this contract Underwriters' liability in respect of any one accident or series of accidents arising from the same event in any one location shall not exceed the sum as stated in the Policy Schedule.

### **Buyer's Interest Clause**

In respect of goods purchased by the Assured on CIF or similar terms where the Seller is responsible for effecting insurance on conditions no more restrictive than ICC`A`, this insurance is to indemnify the Assured in respect and to the extent of claims which they fail to recover from the insurance effected by the Seller. This insurance applies only to loss or damage which is or would be recoverable under the conditions of this policy applicable to similar interest bought or sold on terms that the Assured is responsible for effecting insurance.

The existence of this insurance must not be disclosed to any third party.

All rights and benefits against the Seller and/or Sellers interest and/or Carriers and/or others are to be subrogated to Underwriters.

Any assignment of this policy or of any interest or claim hereunder shall discharge underwriters from all liability.

### **Seller's Interest Clause**

In respect of those exports sold on F.O.B., C&F. or similar terms and where the Assured are not obliged or instructed to arrange insurance hereunder, the following shall apply:

1. This insurance is to cover the interest of the Assured as seller of goods in respect of those consignments sold on "free on board" and "cost and freight" or similar terms dispatched on or after the commencement date appearing in the Policy.
2. This Policy covers physical loss of or damage to the cargo insured, subject to the terms and conditions of the policy, to protect only the interest of the Insured mentioned therein. This insurance is not assignable to any other person who may acquire insurable interest in respect of property insured excepting a banker operating in India; any assignment other than as stated shall render the policy void.
3. Warranted that the Insured shall not change the terms of the contract of sale relating to goods insured hereunder subsequent to the operation of a peril insured against for the purpose of securing indemnity under this policy.
4. Warranted that the insured shall safeguard all contractual and other right against the buyers, carriers and other parties concerned with the transactions and transport of the goods covered herein.
5. No claim shall be payable hereunder if either the named insured or the buyer of the insured goods is entitled to indemnification under any other policy covering the same goods, which may be in existence. Claims, if any, is payable in Indian currency only.
6. Warranted that the Assured must exercise all reasonable care and skill and take all practical measures, including measures which may be required by the Insurers to prevent or minimize loss.
7. This policy does not cover the risks which could be covered or which are recoverable under trade credit policy.
8. It is a condition of this Policy that the existence of this insurance is not to be disclosed to the buyer.
9. All rights and benefits against the buyer and /or the buyers` insurers` and/or carriers and/or other persons are to be subrogated to Underwriters.

### **Returned Goods Clause**

Subject-matter insured returned to manufacturers and/or suppliers and/or repairers and/or refurbishes and/or Job Workers and computers, machines and other interests being sent to destinations Worldwide for recalibration, reprogramming, testing, repair or similar process and/or for installation of software are covered hereunder including the return shipments whilst in transit to premises anywhere in the World, whilst there and then until finally redelivered to the Assured's or other premises anywhere in the World as required by the Assured on cover conditions.

### **Returned or Refused Goods Clause (1)**

Goods refused or returned by the consignee or Assured are held covered in accordance with the terms and conditions of this policy subject to the following:-

- a) that the goods are insured under this policy for the outward journey.
- b) that cover has been continuous.
- c) that the goods have not been unpacked and are to be returned in their original packing.

In all other cases the goods are held covered subject to the Institute Cargo Clause (B), including non-delivery and/or theft of a complete shipping package, malicious damage and war and strikes risks clauses. If however, an independent survey is held prior to attachment of cover hereunder and this shows that the goods have been examined, found to be in good order and re-packed, in adequate export packing, cover in accordance with the terms and conditions of this policy will attach.

### **Returned Or Refused Shipments Clause (2)**

Subject to the original insuring conditions this insurance shall cover goods refused and/or returned by Consignees or which remain at the risk of the Assured beyond the normal course of transit until disposed of by the Assured by return to the port of shipment or otherwise.

This insurance is extended to cover Equipment which needs to be sent back to, and returned from, manufacturers and/or repairers due to a problem occurring during the Construction Phase.

### **Packing Clause**

In the event of a claim for physical loss or damage to the goods insured which is alleged to be caused by insufficiency or unsuitability of packing or preparation of the goods, underwriters hereby agree that they will not use such alleged insufficiency or unsuitability as a defence against the claim where the packing or preparation was carried out by a party other than the named assured and/or their agents and the insufficiency or unsuitability arose entirely without the named Assured's privity or knowledge. For the purpose of this clause "packing" shall be deemed to include stowage in a container and/or other similar intermodal methods of unit load.

The assured agrees to assist underwriters in all respects to pursue rights of recovery against sellers and/or carriers and/or other third parties as necessary.

### **Replacement By Air Clause**

It is agreed that where there is loss or damage, which is the subject of claim hereunder, and the assured consider it necessary to forward replacements by air, underwriters will pay the extra costs so involved to a maximum amount of twice the original sea freight charges notwithstanding that the original consignment was not despatched by air.

### **Concealed Damage Clause**

It is agreed that loss and/or damage to the subject matter insured which is discovered upon the unpacking and/or opening of containers, cases and/or packing within ..... days of arrival at final destination shall be deemed to have occurred during the insured transit irrespective of the attachment of the insured Interest hereunder unless it can be shown to have occurred after arrival and following cessation of the insured transit. Nevertheless, any containers, cases and/or packages showing signs of external damage are to be opened and examined immediately upon arrival and any loss reported in accordance with the claim procedure

### **Insolvency Exclusion Clause**

It is hereby agreed that the exclusion "loss damage or expense arising from insolvency financial default of the owners managers charterers or operators of the vessel" is amended to read as follows:

In no case shall this insurance cover loss damage or expense arising from insolvency or financial default of the owners, managers, charterers or operators of the vessel where the assured are unable to show that, prior to the loading of the subject-matter insured on board the vessel, all reasonable practicable and prudent measures were taken by the assured, their servants and agents, to establish the financial reliability of the party in default.

### **Loading And Unloading Clause**

Including loss or damage to the goods during loading onto carrying conveyance immediately prior to despatch and unloading from carrying conveyance immediately after arrival at the Assured's or consignee's premises and in the case of containers, during the stuffing immediately prior to despatch and destuffing thereof immediately after arrival at the Assured's or consignee's premises.

### **Warehouse to Warehouse Extension Clause**

(Unless Otherwise Stipulated In The Schedule Of This Policy)

#### **GOODS PURCHASED BY THE ASSURED ON "FOB", "C&F", "CFR" OR SIMILAR TERMS**

Cover attaches under this policy from the time the goods leave the supplier's factory, warehouse store or mill as if the contract of sale was "ex suppliers" premises" notwithstanding that the goods and/or interest may have been purchased on "FOB", "C&F" or similar terms.

Assured to pursue suppliers and/or other parties where evidence exists to show that loss occurred prior to F.O.B. or similar. In the event that the assured is unable to recover from suppliers and/or other parties then this policy to pay subject to the terms and conditions herein.

Underwriters are to be subrogated to the Assured's rights of recourse against the suppliers or other parties.

### **Debris Removal Clause**

This insurance is extended to cover, in addition to any other amount recoverable under this insurance, extra expenses reasonably incurred by the assured for the removal and disposal of debris of the subject matter insured or part thereof, by reason of damage thereto caused by an insured risk, but excluding absolutely: -

1. Any expenses incurred in consequence of or to prevent or mitigate pollution or contamination, or any threat of liability thereof.
2. The cost of removal of cargo from any vessel or craft. In no case shall the underwriters be liable under this clause for more than 10% of the proportionate insured value under this policy of the damaged goods removed.

### **Fumigation**

In the event of the conveyance and/or location being fumigated by order of a properly constituted authority and loss or damage to the interest insured hereunder arises therefrom, the Underwriter(s) agrees to indemnify the Assured for such loss or damage, and the Assured hereby agrees to subrogate to the Underwriter(s) any recourse they may have for recovery of such loss or damage from others

### **Transfer Of Title Clause**

In respect of shipments of cover interest shipped for the Assured's own account, it is agreed that where the Assured sells these consignments during the transits under F.O.B or C & F terms, cover is provided hereunder at cover conditions until time of transfer of title and thereafter cover is on a contingent basis as per Cover Wording but in the event that the buyer fails or refuses to take up the goods or documents then cover reattaches retrospective to the time of transfer of title on the original conditions.

### **Loss Payee Clause**

Losses, if any, payable to the Assured and/or order.

### **Letter of Credit Clause**

Where the Assured is obliged to arrange insurance in accordance with any instructions contained in a Letter of Credit such cover is granted hereunder, provided it does not exceed the existing provisions of this contract wording or held covered at a premium to be agreed.

### **Foreign Currency**

Privilege is granted the Assured to insure in foreign currencies.

### **Damaged Goods Clause**

It is agreed where the cost of repairing or reconditioning would exceed the insured value of the goods when new, the interest shall be considered a constructive total loss, the Insured being reimbursed accordingly.

The damaged goods shall be offered by Underwriters' claims settling agents to the Insured and/or their respective/s for disposal as the Insured shall see fit, up to 100% of the original proportionate insured value.

### **Survey Fees**

In the event of the Assured and/or consignee complying with the instructions contained in the policy or on the certificates of insurance to call for a survey in respect of loss or damage which may result in a claim hereunder, it is hereby understood and agreed that reasonable expenses incurred and fees charged in respect of that survey are for Insurers' account even though a claim may not subsequently result thereunder, subject to prior notification being given to the Insurer.

### **Sorting Charges**

It is agreed that in the event of the Assured and/or consignee complying with the surveyor's instructions to separate shipping packages showing signs of external damaged from the sound packages to ascertain possible loss arising from a peril insured against, such expenses as approved by the surveyor

shall be for the account of Underwriters even though a claim may not subsequently result hereunder providing such separation would not normally be necessary in the ordinary disposal of the goods.

#### **Repacking Costs Clause**

It is agreed that in the event of the original shipping packages arriving at the final destination in a visibly damaged condition arising from a peril insured against, the costs of replacing such packages shall be for the account of Insurers in those instances where it is an established custom of the Assured's and/or consignee's trade to deliver the goods to the final customer's premises in the original shipping packages.

This agreement is subject to such costs being approved and agreed by the surveyor called in by the Assured and/or consignee to inspect the damaged goods in accordance with the "CLAIMS SETTLEMENT INSTRUCTIONS" contained in the certificates of insurance issued hereunder.

#### **Partial Loss Clause**

Notwithstanding anything contained herein to the contrary, it is agreed that in order to minimize possible loss or damage, arising from a peril insured against, any loss hereunder shall, as far as practicable, be ascertained in conjunction with surveyors appointed by Underwriters by a separation and a sale of appraisal (cost of which to become part of the claim) of the damaged portion only of the contents of the packages so damaged and not otherwise.

#### **Sue and Labour Clause**

In case of any imminent or actual loss or misfortune, it shall be lawful and necessary to and for the insured, his or their factors, servants and assigns, to sue labour and travel for, in and about the defence, safeguard and recovery of the said goods and merchandise, or any part thereof, without prejudice to this insurance, to the charges whereof Underwriters will contribute according to the rate and quantity of the sum hereby insured; nor shall the acts of the Insured or Underwriters in recovering, saving and preserving the property insured in case of disaster be considered a waiver or an acceptance of abandonment.

#### **Errors and Omissions Clause**

This insurance shall not be prejudiced by any unintentional delay or omission in reporting hereunder or any unintentional error in the amount or the description of the interest, conveyance or voyage if the subject matter of the insurance be shipped on a conveyance other than that originally advised by the Assured.

This additional coverage shall only apply in the event that this policy is the sole insurance contract in force for the applicable shipments/sendings of the Insured.

#### **General Average and Salvage Charges**

General average, Salvage and Special Charges, as per foreign custom, payable according to foreign statement and/or per York-Antwerp Rules and/or in accordance with the contract of affreightment, if and as required: or, failing any provision in or there be no contract of affreightment, payable in accordance with the Laws and Usages of the Port of New York.

For the purpose of this insurance claims for general average contribution and salvage charges recoverable hereunder shall be deemed to be insured for its full contributory value.

#### **Nominated Repairers**

In respect of imports the Assured may stipulate the repairers to be used, where the repairs by any other party would prejudice the rights of the assured in terms of the manufacturers' guarantee, warranty or similar proviso. The Company agrees to pay the reasonable costs of the repairers nominated by the Assured.

#### **Accumulation Clause**

Should there be an accumulation of the subject matter insured whilst in transit beyond the conveyance limits expressed in this insurance by reason of any interruption of the transit beyond the control of the insured and/or by reason of any casualty and/or at a transshipping point and/or on a connecting vessel or conveyance it is agreed that this insurance shall attach for the full amount at risk subject to insurers' liability being limited to a maximum of 200% of the relevant conveyance limit provided notice is given to insurers as soon as practicable by the insured of such accumulation.



### **Container Clause**

Where cargo, insured hereunder, is carried in containers, it is agreed, as between the Insured and Underwriters, that the seaworthiness and/or cargo worthiness of the container is hereby admitted.

### **Forwarding Charges Clause**

Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject matter insured is covered by this insurance, the Underwriters will reimburse the Insured for any extra charges properly and reasonably incurred in unloading, storing and forwarding the subject matter insured to the destination to which it is insured hereunder.

### **Deliberate Damage – Pollution Hazard**

This insurance is extended to cover, but only while the property insured is on board a waterborne conveyance, loss of or damage to said property directly caused by governmental authorities acting for the public welfare to prevent or instigate a pollution hazard or threat thereof, provided that the accident or occurrence creating the situation which required such governmental action would have resulted in a recoverable claim under this insurance (subject to all of its terms, conditions and warranties) if the property insured would have sustained physical loss or damage as a direct result of such accident or insurance.

This agreement shall not increase the Limits of Liability provided for elsewhere herein.

### **Civil Authority Clause**

Notwithstanding anything contained in this policy, it is understood and agreed that property which is insured under this policy is also covered against the risk of damage or destruction by civil authority during a conflagration or for the purpose of retarding the same; provided that neither such conflagration nor such damage or destruction is caused or contributed by War perils elsewhere excluded herein.

### **Control Of Damaged Goods**

In case of damage caused by an insured peril the Assured, their agents or consignees shall have the sole right to refuse acceptance of the damaged property and shall have the right to payment of the insured value of that consignment or the affected part thereof. Such property shall then be destroyed or alternatively dispatched, at Insurer(s)' risk and expense to the supplier's, manufacturer's or Assured's (including agents or associated companies) facility, as necessary for survey and testing as to suitability for sale. The Assured's decision as to suitability to be accepted by the Insurer(s) whose representative shall be present at the survey, all expenses involved being for the Insurer(s) account and any salvage recoverable by the Assured shall be applied against the total loss.

### **Attachment & Termination Of Risk**

This insurance attaches from time of commencement of loading at suppliers premises and continues in the ordinary course of transit until completion of safe unloading at "lay down" area or on other platform/foundation for the purpose of final positioning at project site and until attachment under the Construction and Erection All Risks policy arranged separately, as required.

Including transshipment whether customary or otherwise, and during temporary storage prior to arrival at Insured's premises including any transits in respect of locally sourced cargoes, if and as required.

Policy is also extended to cover the return shipments to Supplier, OEM, Repairer, Job Workers etc.

Policy is also extended to Cover any combinations of shipments between Job Workers, offsite Location, Supplier Location, Manufacture Locations, Intermediate Locations, Offsite Storage locations, Project Site, repair location, fabricators etc & vice versa

Irrespective of terms of purchase cargo cover should be from the warehouse of the seller/Supplier/Manufacturer etc

Cover extended to include any temporary storage (outside the ordinary course of transit) up to 120 days as required, periods in excess of 120 days subject to prior declaration and additional premium if required.

### **Delay In Opening/50:50 - Marine/Non-Marine 50/50 Loss Sharing Clause**

It is agreed that any loss or damage discovered on opening containers, cases and/or packages shall be deemed to have occurred during the transit insured hereunder (and irrespective of attachment of Insured's interest) and shall be paid for accordingly unless proof conclusive to the contrary be established.

The Insured hereby undertakes to examine each item of the Property upon arrival at any contract site as soon as practicable for possible damage sustained during transit.

In the case of packed items which are to be left in their packaging until a later date, the packing is to be individually visually examined for signs of possible damage and where such damage is visible, the items are to be unpacked and inspected and any damage discovered reported to the Underwriters here on.

Notwithstanding the above, in the event of loss or damage to property insured due to a peril insured against being discovered after the risk has terminated under this Policy or subsequent period of discovery period of 120 days after arrival at site, whichever shall be the later, and after proper investigation it is not possible to ascertain whether cause of such loss or damage happened prior to termination of the transit or subsequently it is understood and agreed that the Underwriters hereon shall be without prejudice to subsequent final apportionment of the claim as may be agreed between the Underwriters hereon and CAR/EAR Insurer(s).

The deductible to be applied by the Marine Insurer(s) will be 50% of that shown herein

contribute 50% of the property adjusted claim provided that CAR/EAR Insurer(s) also agree to contribute 50% of such properly adjusted claim: any such settlement to

### **Deviation Clause**

This insurance shall not be vitiated by any unintentional error in description of vessel, voyage or interest or by deviation, over carriage, change of voyage, trans-shipment or any other interruption of the ordinary course of transit from causes beyond the control of insured. It is agreed, however, that any such error, deviation or other occurrence mentioned above shall be reported to the insurer/reinsurer as soon as known to the insured's global insurance cell. This policy shall pay for the demurrage, recall & difference in original price and the salvage value, as applicable subject to the conditions that the carrier accepts that there has been a deviation on account of any error or omission committed, non-acceptance of goods by the consignee on account of the untimely delivery and insured having exercised its due control to sell the material to the original consignee.

### **Innocent Assured Clause**

It is hereby agreed that the Assured's right to recover losses under this contract of insurance will not be prejudiced by any fraudulent or dishonest acts of the ship owners, ship managers, ship operators, contractual carriers or actual carriers, subject to the Assured notifying Insurers as soon as possible after he becomes aware of the fraudulent or dishonest act.

### **Escalation**

In the event of escalation of aggregate value of property insured going up beyond the initially declared sum insured for marine, the underwriters agree to cover such increases not exceeding 25%. It is further understood that rate of additional premium for increase beyond 25% has to be agreed.

### **Automatic Extension Clause**

Notwithstanding any expiry date shown in the policy elsewhere the policy shall extend to cover transit of Insured property commencing on or before such date of expiry and the cover will terminate in term of the transit clause of Institute Cargo Clauses.

### **Marine Extension Clauses**

This insurance specially to cover the goods during:

- i. deviation, delay, forced discharge, reshipment and transshipment;
- ii. any other variation of the adventure arising from the exercise of a liberty granted to the shipowner or charterer under the contract of affreightment.

In the event of the exercise of any liberty granted to the shipowner or charter under the contract of affreightment whereby such contract is terminated at a port or place other than original insured

destination, the insurance continues until the goods are sold and delivered at such port or place; or, if the goods be not sold but are forwarded to the original insured destination or to any other destination this insurance continues until the goods have arrived at final warehouse as provided herein.

### **License Clause**

This insurance is not to be prejudiced by any liberties, conditions, clauses, limitations, exceptions or exemptions contained in bills of lading, charter parties, contracts of affreightment and/or other contracts or agreements between the shipper and the carrier. Also, this insurance shall not be prejudiced by bills of lading and/or bills of sale and/or invoices and/or other documents calling for delivery to or by the Insured at a seaport, where the responsibility and/or insurable interest of the Insured attaches at or continues to interior place or places.

Additionally, leave is granted to sail with or without pilots and to tow and assist vessels or craft in all situations and to be towed. Furthermore, this contract is not to be prejudiced solely by reason of the marking of any bill of lading (or similar document) with a clause indicating items insufficiently packed.

### **Bill Of Lading**

The Assured is not to be prejudiced by the presence of the negligence clause and/or latent defect clause in the Bills of Lading and/or Charter Party.

### **Both To Blame**

In the event the Bills of Lading and/or Charter Party for merchandise insured hereunder contain the so-called "Both to Blame Collision Clause" or similar clause, the Insurer(s) agree as to all losses covered by this insurance, to indemnify the Assured for the amount which they are legally bound to pay the shipowner under such clause, or would be legally bound to pay except for common ownership, management, agency or other interest.

### **Deliberate Damage Clause - Customs Service**

This insurance is also specially to cover, physical loss of or damage to the goods insured arising out of the performance of inspection duties by Customs Service Agents or other duly constituted governmental agencies who are performing inspection duties of or for the Customs Service.

### **Missing Goods Clause**

Where the subject-matter insured hereunder (or any apportionable part) becomes missing and after the lapse of a reasonable time has not been located, an actual total loss of the subject-matter insured (or any apportionable part) may be presumed.

For the purposes of this insurance, there shall be deemed to have been the lapse of a reasonable time where delivery to the consignees' or other final warehouse or place of storage at the destination named herein has not been effected within 60 days of the expected date of such delivery.

If, after the payment by the Insurer(s) of an actual total loss as provided for above, the subject-matter insured or whatever may remain thereof is located, the ownership and all proprietary rights incidental thereto shall be vested in the Insurer(s). The Assured hereunder shall nevertheless have the option of (re-) purchasing from the Insurer(s) the subject-matter insured or whatever may remain thereof.

### **Expediting Cost**

Where there is loss, damage, general average, salvage and/or special charges which are, or will be, the subject of a claim under this policy, and the Insured considers it necessary to forward replacements and/or replacement parts by means other than the means by which the original shipment was dispatched, the insurer will pay the reasonable expediting costs so involved in addition to the underlying claim.

### **Extra Expense**

It is understood and agreed that where by reason of peril insured against under this insurance, extra expenses are incurred to remove, destroy or otherwise dispose of the damaged goods, or where extra expenses are incurred to discharge from the vessel and/or craft and/or conveyance or to forward property to original or substitute final destination such expenses will be recoverable in full in addition to the damage to the insured interest.

Nothing contained herein shall be construed to cover any clean-up expenses for which the Assured may be liable under any pollution statute.

### **Underwriters Being Subrogated To The Assured's Rights Of Recourse Against The Suppliers**

It is further noted and agreed that in respect of any items deemed by Underwriters hereon as requiring Risk Management Surveys (either from a Physical Damage or DSU aspect), coverage hereunder shall continue to be in force subject to the Assured obtaining written undertakings from the Supplier that the provisions of the Survey Warranty contained herein are fully complied with.

### **D.I.C., Increased Value, Contingency**

It is agreed that shipments bought or sold on terms including insurance, or shipments insured and carried under tariffs providing insurance are covered hereunder, subject to any or all of the following clauses:

A. Difference in Conditions

This insurance is to cover the risks not covered in the insurance furnished by the, supplier, receiver, shipper or carrier but which would be covered had the insurance been originally declared hereunder.

B. Increased Value

This insurance is to cover any difference between the value insured in this insurance furnished by the supplier, receiver, shipper or carrier and the value which would have been declared in accordance with valuation clauses herein. Also to cover such proportion of excess General Average and/or Salvage Charges as shall not be recoverable under the policy furnished by the shipper, but Insurer(s) shall not be liable for a greater proportion of such charges than the value insured hereunder (less a Particular Average for which Insurer(s) are liable) bear to the difference between the value insured under the policy provided by the shipper or carrier and the contributory value or to the total value insured against excesses if the total value insured against excesses exceeds such difference.

C. Contingency

In the event of failure to collect under the insurance arranged by the supplier, receiver, shipper or carrier for loss and/or damage by perils insured against hereunder, the Insurer(s) agree to advance to the Assured the amount of the recoverable loss such advance to be repayable only to the amount collected under the original insurance. The Assured agrees to enforce their rights under the original insurance at the expense and under the direction of the Insurer(s).

It is further noted and agreed that in respect of any items deemed by Underwriters hereon as requiring Risk Management Surveys (either from a Physical Damage or DSU aspect), coverage hereunder shall continue to be in force subject to the Assured obtaining written undertakings from the Supplier that the provisions of the Survey Warranties contained herein are fully complied with.

### **Import Duty & Collect Freight**

This insurance also covers, subject to policy terms of average, the risk of loss by reason of perils insured against on the duties and/or excise taxes imposed on goods and/or collect freight and insured hereunder, it being understood and agreed, however, that when the risk upon the goods continues beyond the time of landing from the overseas vessel, the increased value, consequent upon the payment of such duties, shall attach as an additional insurance upon the goods from the time such duty is paid or becomes due, to the extent of the amounts thereof actually paid or payable.

Any limit of liability expressed in this insurance shall be applied separately to such increased value.

The Assured will, in all cases, use reasonable efforts to obtain abatement or refund of duties paid or claimed in respect of goods lost, damaged or destroyed. It is further agreed that the Assured shall, when the Insurer(s) so elect, surrender the merchandise to the customs authorities and recover duties thereon as provided by law, in which event the claim under this insurance shall be only for a total loss of the merchandise as surrendered and expenses.

This insurance on duty, excise taxes, collect freight, and/or increased value shall terminate at the end of the transit movement covered under this insurance, but nothing contained in these clauses shall alter or affect coverage granted elsewhere in this insurance during the storage or transit subsequent thereto.

In the case where the original goods were supplied on a Duty exempt or Duty Reduced basis this insurance shall pay claims including Duty payable on the replacement, provided that the Assured can demonstrate that the replaced goods would not benefit from Duty exemption or reduction.

### **Container Demurrage Charges**

If the Assured is instructed by the Insurer(s) to hold an intermodal container, and if the Assured is assessed a demurrage charge for holding the intermodal container past the return date, the Insurer(s) will pay the demurrage charges. The amount the Insurer(s) will pay shall be the charges assessed from the time the Insurer(s) direct the Assured to hold the container until the time the Insurer(s) inform the Assured that the container can be released.

### **Seaworthiness Admitted**

The seaworthiness of the vessel, craft and/or conveyance as between the Assured and Insurer(s) is hereby admitted. In the event of loss, the Assured's right of recovery hereunder shall not be prejudiced by the fact that the loss may have been attributable to the wrongful act or misconduct of the shipowners, or their servants, committed without the privity of the Assured. Leave is granted to sail with or without pilots and to tow and assist vessels or craft in all situations and to be towed.

### **Increased Freight On Account Of A Covered Loss**

It is understood and agreed that if there is a loss recoverable under this insurance and the Assured makes a replacement shipment, this insurance also specially to cover any excess cost of freight on the original shipment with the rate of freight on the replacement shipment freight on the replacement shipment, the excess cost being determined by comparing the rate. In no event shall the amount of excess freight recoverable hereunder be greater than 100% of the freight paid on the entire original shipment providing such freight is on the same basis as the original shipment.

### **Right Of First Refusal**

In the event of damage to goods and/or merchandise covered under this insurance and said goods and/or merchandise are to be sold as salvage, the Assured shall have the right of first acceptance of the damaged merchandise providing that their offer is fair and reasonable in the opinion of the Insurer(s).

### **Wilful Misconduct Clause**

Notwithstanding anything to the contrary contained elsewhere herein or in the law and practice to which this Policy is subject, this insurance shall not exclude loss damage or expense attributable to wilful misconduct of any person or persons committed without the privity of the directors and/or officers or whoever is considered the alter ego of the Assured.

### **Shortage From Containers, Etc**

This Insurer(s) is to pay for shortage of contents, meaning thereby, the difference between the number of items loaded or alleged to have been loaded in the intermodal container,

trailer or railcar as per the shipper's or supplier's invoice or packing list and the number of items removed therefrom and received by the Assured or its agent at the time the container, trailer or rail car is unloaded howsoever, wheresoever and whensoever occurring.

### **Non-Vitiation Clause**

The Insurance policy extends to Non-Vitiation Clause as per following wording: -

Notwithstanding anything to the contrary contained in this Policy, as the various parties comprising the Insured operate as separate and distinct entities, the rights of each of the parties in all respects shall (notwithstanding anything contained or implied herein to the contrary) be treated as though each of the parties had separate policies for their respective rights and interests and the rights and indemnities of any of the parties who are not guilty of any fraud, misrepresentation, non-disclosure or breach of condition or warranty shall not be prejudiced or affected by any fraud, misrepresentation, non-disclosure or breach of condition or warranty by any of the other parties comprising the Insured.

### **No Control Clause**

This Policy shall not be affected by failure of the Insured to comply with any provisions of this Policy (including the warranties or Conditions endorsed hereon) in any portion of the premises over which the Insured has no control.

### **Notice Of Loss**

As soon as practicable, written notice of loss which is likely to involve this insurance shall be given by the Assured (Principal) to Insurer hereon, any delay which is beyond the control of Information of respective Insurance department of Assured (Principal) should not be constructed as delayed intimation.

### **Renewal**

The Company is not bound to accept any renewal premium or give notice that renewal is due. Under normal circumstances, renewal will not be refused except on the grounds of moral hazard, misrepresentation or fraud of the Insured.

The renewal premium shall be as per the rates approved by the Insurance Regulatory and Development Authority of India ("IRDAI") on the date of renewal for this product.

### **Important Notice To Assured**

Procedure in the event of loss or damage for which underwriters may be liable.

### **Liability of carriers, bailees or other third parties**

It is the duty of the assured and their agents, in all cases, to take such measures as may be reasonable for the purpose of averting or minimizing a loss and to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised. In particular, the assured or their agents are required:-

1. To claim immediately on the carriers, Port Authorities or other Bailees for any missing packages.
2. In no circumstances, except under written protest, to give clean receipts where goods are in doubtful condition.
3. When delivery is made by Container, to ensure that the Container and its seals are examined immediately by their responsible official. If the Container is delivered damaged or with seals broken or missing or with seals other than those as stated in the shipping documents, to clause the delivery receipt accordingly and retain all defective or irregular seals for subsequent identification.
4. To apply immediately for survey by Carriers' or other Bailees' Representatives if any loss or damage be apparent and claim on the Carriers or other bailees for any actual loss or damage found at such survey.
5. To give notice in writing to the Carriers or other Bailees within three(3) days of Delivery if the loss or damage was not apparent at the time of taking delivery.

NOTE: The Consignees or their Agents are recommended to make themselves familiar with the Regulations of the Port Authorities at the port of discharge.

6. Any Claim under this Insurance should be submitted without delay, accompanied by all correspondence with Carriers' and other parties regarding their liability.

### **Survey and Settlement**

In the event of or damage which may involve a claim under this insurance, immediate notice of such loss or damage should be given to Company's agent/Representatives at the port of discharge in the order that they may examine the goods and issue a Survey Report. If there be no Agent or Representative of the company at port or place of destination, the notice must be given to nearest Lloyd's Agent.

### **Documentation of Claims**

To enable claims to be dealt with promptly, the Assured or their Agents are advised to submit all available supporting documents without delay, including, when, applicable:-

1. Original policy or certificate of insurance.
2. Original or copy of the shipping invoices, together with shipping specifications and/or Weightment Notes.
3. Original Bill of Lading and/or other contract of carriage.
4. Survey report and other documentary evidence to show the extent of the loss or damage.
5. Landing Remarks and Weightment Notes at final destination.



6. Correspondence exchanged with the Carriers and other parties regarding their liability for the loss or damage.

### **Cancellation Clause**

This contract may be cancelled by either the Company or the Assured giving 30 days notice in writing to take effect from the midnight of the date of notice but risks covered by Institute War Clauses may be cancelled at seven days notice and risks covered by the Institute Strikes Clauses/Strikes, Commotion Clause-Inland Transit may be cancelled at seven days notice, or at forty-eight hours notice in respect of shipments to or from the United States of America. Notice shall commence from midnight of the day when it is received but cancellation shall not apply to any risks which have attached in accordance with the cover granted hereunder before the cancellation becomes effective.

The Company may terminate the contract on grounds of misrepresentation, fraud, non-disclosure or non-cooperation by the Assured by giving notice as mentioned in the above paragraph and there would be no refund of premium.

### **Contribution Clause**

Where the assured is over-insured by double insurance, each insurer is bound, as between himself and the other insurers, to contribute rateably to the loss in proportion to the amount for which he is liable under his contract. If any insurer pays more than his proportion of the loss, he is entitled to maintain a suit for contribution against the other insurers, and is entitled to the like remedies as a surety who has paid more than his proportion of the debt.

### **Grievances**

The Company is committed to extend the best possible services to its customers. However, if you are not satisfied with our services and wish to lodge a complaint, please feel free to call our 24X7 Toll free number 1800-258-5956 or you may email to the customer service desk at [hello@godigit.com](mailto:hello@godigit.com). After investigating the matter internally and subsequent closure, we will send our response.

Senior Citizens can now contact us on 1800-258-5956 or write to us at [seniors@godigit.com](mailto:seniors@godigit.com)

If you do not get a satisfactory response from us and you wish to pursue other avenues for redressal of grievances, you may approach Insurance Ombudsman appointed by IRDAI under the Insurance Ombudsman Scheme.

Office Location	Contact Details	Jurisdiction of Office (Union Territory, District)
AHMEDABAD	Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 2550 120/02/05/06, Email: bimalokpal.ahmedabad@gbic.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu
BENGALURU	Office of the Insurance Ombudsman, Jeevan Soudha Building, P ID No. 57-27-N-9, Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049, Email: bimalokpal.bengaluru@gbic.co.in	Karnataka
BHOPAL	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202, Fax: 0755 - 2769203, Email: bimalokpal.bhopal@gbic.co.in	Madhya Pradesh, Chattisgarh
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751009. Tel.: 0674 - 2596461/2596455, Fax: 0674 - 2596429, Email: bimalokpal.bhubaneswar@gbic.co.in	Orissa
CHANDIGARH	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706 196 / 2706468, Fax: 0172 - 2708274, Email: bimalokpal.chandigarh@gbic.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh
CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284, Fax: 044 - 24333664, Email: bimalokpal.chennai@gbic.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).
DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011- 23239633 / 23237532, Fax: 011- 23230858 Email: bimalokpal.delhi@gbic.co.in	Delhi.
GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S.Road, Guwahati – 781001 (ASSAM). Tel.: 0361- 232204 / 232205, Fax: 0361- 2732937, Email: bimalokpal.guwahati@gbic.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
HYDERABAD	Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Mo in Court" Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad – 500 004. Tel.: 040 - 65504 123 / 233 12 12, Fax: 040 - 23376599, Email: bimalokpal.hyderabad@gbic.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.
JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141- 2740363, Email: Bimalokpal.jaipur@gbic.co.in	Rajasthan.
ERNAKULAM	Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338, Fax: 0484 - 2359336, Email: bimalokpal.ernakulam@gbic.co.in	Kerala, Lakshadweep, Mahe-a part of Pondicherry.
KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340, Fax: 033 - 22124341, Email: bimalokpal.kolkata@gbic.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331, Fax: 0522 - 2231310, Email: bimalokpal.lucknow@gbic.co.in	Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareilly, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajganj, Santkabhinagar, Azamgarh, Kushinagar, Gorakhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960, Fax: 022 - 26106052, Email: bimalokpal.mumbai@gbic.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 16, Distt: Gautam Buddha Nagar, U.P.-201301. Tel.: 0120-254250 / 254252 / 254253, Email: bimalokpal.noida@gbic.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshahr, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Buddha Nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
PATNA	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952, Email: bimalokpal.patna@gbic.co.in	Bihar, Jharkhand.
PUNE	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411030. Tel.: 020-4132555, Email: bimalokpal.pune@gbic.co.in	Maharashtra Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

**Note:**

GOVERNING BODY OF INSURANCE COUNCIL, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai -400 054. Tel.: 022 - 26106889/671/980, Fax: 022 - 26106949, Email: inscoun@gbic.co.in

## **Digit Plate Glass Insurance Policy**

**UIN: IRDAN158RP0002V01202021**

### **1. PREAMBLE**

The proposal and declaration provided by You to Us, Go Digit General Insurance Limited (hereinafter called the “Company”), forms the basis of this insurance and having received Your premium, We are happy to issue this policy to You and indemnify You against the insured perils occurring during the Policy Period stated in the Policy Schedule or during any further Period for which the Company may accept payment for the renewal or extension of this Policy.

### **2. Definition**

1. **Accidental** means a fortuitous event or circumstance that is sudden, unexpected and unintentional.
2. **Breakage** means a fracture extending through the entire thickness of the glass but does not include damage or disfiguration, or, damage caused by or in consequence of fire or artificial heat.
3. **Burglary** means theft involving unforeseen and unauthorized entry into or exit from Your Premises by forcible, violent and detectable means or following assault or violence or threat thereof with the intent to steal Plate Glass therefrom.
4. **Business** means the business of the Insured as stated in the Policy Schedule and no other.
5. **Claim** means a claim under an Operative clause in respect of an insured event that has taken place against which the Insured has made a demand for payment.
6. **Deductible or Excess** means the amount stated in the Policy Schedule, which shall be paid first by the Insured in respect of each and every claim made under this Policy.
7. **Frames and Framework** means a structure; the immediate purpose of which is the enclosure or support of Plate Glass.
8. **Premises** means the place named in the Policy Schedule.
9. **Policy** means the Proposal, Policy Wording, the Policy Schedule and Applicable Endorsements under the Policy. The Policy contains details of the extent of cover available to the Insured, the Exclusions under the Cover and the Terms, Conditions, Warranties, Deductible, Co-payment and Limitations.
10. **Policy Period** means the Period commencing from Policy Start Date and time as specified in the Policy Schedule and terminating at Policy End Date and time as specified in the Policy Schedule to this Policy.
11. **Policy Schedule** means this schedule and parts thereof, and any other annexure(s) appended, attached and/or forming part of this Policy.
12. **Sum Insured** means the amount stated in the Policy Schedule, which shall be the Company’s maximum liability under this Policy (regardless to the total number or amount of claims made) for any one claim and in aggregate for all claims during the Policy Period.
13. **Theft** shall mean intending to take dishonestly any movable Plate Glass out of the possession of any person without that person's consent with the intention of permanently depriving the Insured of such Plate Glass and does not include larceny, pilferage and the like.
14. **We, Us, Our(s), Digit, Company, Insurer** means Go Digit General Insurance Limited.

15. **You, Your(s), Insured** means the Person or organisation named in the Policy Schedule.

### 3. Operative Clause

We hereby agree, subject to the terms, conditions, warranties, deductibles and exclusions herein contained, or endorsed or otherwise expressed hereon, to indemnify You up to the Sum Insured as per the Sum Insured Basis opted by You and mentioned in the Policy Schedule, in respect of:

- a. Any accidental loss of or damage (which for the purpose of the policy shall not include damage by scratches) to any of the Plate Glass mentioned in the Policy Schedule located at the Insured premises provided that such damage has occurred during the Policy Period and other than by a cause excluded herein.
- b. The cost of erecting any temporary boarding necessitated by such accidental loss of or damage to the Plate Glass.

### 4. ADDITIONAL INBUILT BENEFIT

We will also pay below mentioned costs incurred by You, up to the Limits specified in Your Policy Schedule, in respect of any one event and in aggregate of all occurrences during the Policy Period for each of the following, provided that the replacement of below mentioned items are necessitated by loss of or damage to the Plate Glass indemnifiable under this Policy. The Limit for this Inbuilt Cover is not over and above the Total Policy Sum Insured and is within the Total Policy Sum Insured.

- a. Cost of replacing lettering, sign-writing or ornamentation affixed to the broken Plate Glass.
- b. Cost of replacement of shatter proof or resistant or reflective film affixed to the broken Plate Glass.
- c. Cost of replacement of the burglar alarm tape or any wiring affixed to the broken Plate Glass.
- d. Reasonable cost of replacing the damaged window frames or framework, but with due allowance for wear and tear.

### 5. BASIS OF SUM INSURED

The Sum Insured opted by You at Inception or Renewal shall be as per one of the following basis mentioned in Your Policy Schedule:

#### A. Intrinsic Value Basis

Sum Insured on Intrinsic Value Basis shall represent the cost of replacement on the first day of Policy Period of similar Plate Glass less depreciation for age, usage and condition.

#### B. Replacement Value Basis

Sum Insured on Replacement Value Basis shall not be less than the cost of replacement as if such Plate Glass(es) were replaced on the first day of Policy Period which shall mean the cost of replacement of the Plate Glass by a new Plate Glass in a condition equal to but not better or more extensive than its condition when new. No depreciation for age, usage and condition should be taken into consideration while arriving Sum Insured on Replacement Value Basis.

### 6. BASIS OF LOSS SETTLEMENT

**A. For Sum Insured opted on Intrinsic Value Basis**

In the event of any accidental loss of or damage to the Plate Glass, We will pay You the Replacement cost of the Damaged or Broken Plate Glass as on date of Loss with Plate Glass of same kind, type and specification but not superior to or more extensive than the Plate Glass Insured when new as on the Date of Loss less due allowance for betterment and depreciation for age, usage and condition of the Plate Glass Insured, subject to “**General Condition No.9 - Condition of Average**” of this Policy.

**B. For Sum Insured opted on Replacement Value Basis**

In the event of any accidental loss of or damage to the Plate Glass, We will pay You the Replacement cost of the Damaged or Broken Plate Glass as on date of Loss which excludes any allowance for betterment i.e. the Replacement Value for a new Plate Glass of same kind, type and specification without deducting depreciation for age, usage and condition subject to “**General Condition No.9 - Condition of Average**” of this Policy.

**7. GENERAL EXCLUSIONS**

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

1. For the amount of the Deductible/Excess specified in the Policy Schedule ascertained after the application of all other terms and conditions of this Policy.
2. Any loss or damage occasioned by or arising from any consequence of fire, explosion, gas and heat.
3. Any loss or damage occasioned by or arising from Earthquake, flood, storm, cyclone, volcanic eruption, or other convulsions of nature or atmospheric disturbances.
4. Any loss or damage occasioned by or arising from or in connection with riot or strike and malicious damage.
5. Any Loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speed.
6. Cracked, scratched and imperfect Plate glass.
7. Any damage to the Plate Glass that existed before the Policy Inception i.e. any Pre-existing damage.
8. Any loss or damage caused wilfully or knowingly by You, or any loss or damage in which You or any person acting on Your behalf is involved or implicated.
9. Loss due to or in any way contributed to by the Insured having knowingly permitted or caused or suffered anything to be done or not done whereby the risks hereby insured against were increased.
10. Any loss or damage during the course of any alteration, removal or repair to the Plate Glass.
11. Breakage of Plate Glass that is not completely and securely fixed.
12. Disfiguration or scratching or damage of Plate Glass other than fracturing extending through the entire thickness of glass.
13. Damage caused to the frame or framework without any damage to the Plate Glass.
14. Consequential losses including but not limited to loss of profit, business interruption, market loss and legal liability of any kind.
15. Embossing, silvered, lettered, ornamental, curved or any glass whatsoever other than plain and ordinary quality, unless specifically stated otherwise in the Policy Schedule.
16. Loss or damage whether direct or indirect arising from war whether war be declared or not, war-like operations, invasion, act of foreign enemy, hostilities, civil war, rebellion,

revolution, insurrections, mutiny, commandeering a group of malicious persons or persons acting on behalf of or in connection with any political organisation, civil commotion, military or usurped power, seizure, capture, confiscation, arrests, restraint and/or detainment by the order of any government or any other authority.

17. Loss or damage due to ionising radiation or contamination by radioactive substance from any nuclear fuel or from any nuclear assembly or nuclear waste or from the combustion of nuclear fuel.

**18. Terrorism Damage Exclusion Warranty:**

Notwithstanding any provision to the contrary within this insurance it is agreed that this insurance excludes loss, damage cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, unless specifically agreed by Us and mentioned in Your Policy Schedule.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and / or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.

The warranty also excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to action taken in respect of any act of terrorism.

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

In any action, suit or other proceedings where We allege that by reason of the above provisions any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon You.

## **8. GENERAL CONDITIONS**

### **1. Notice**

All notices and communications in relation to this Policy are to be sent to the Company in writing or in electronic format.

### **2. Disclosure of Information**

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

### **3. Fraud**

If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or device are used by you or any one acting on your behalf to obtain any benefit under this policy, all benefits and rights under the Policy shall be forfeited.

### **4. Observance of Terms and Conditions**

The due observance and fulfilment of the terms, conditions and endorsement of 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 proposal shall be a condition precedent to any liability of the Company to make any payment under this Policy.

**5. Reasonable Care:**

The Insured shall take all the necessary steps to ensure that the Plate Glass is protected against any kinds of damage or loss and shall properly maintain the Frames and Framework.

**6. Alteration of Risk**

The cover provided under this Policy shall be immediately suspended and no payment for any claim shall be made by Us if:

- a. any alteration to the situation or the position of the Plate Glass in the Insured Premises or to the Business or to the occupancy of the Insured Premises or any material change in the facts and matters stated in the Proposal, and/or
- b. the ownership of the Insured Property passes from the Insured to any other person or entity.

unless and until You have notified Us of such alteration or change and We have agreed in writing for the same.

**7. Right to Inspect**

You shall allow Us at any reasonable time to inspect the Plate Glass, Frames or Framework and/or Insured Premises and in the event of any defect or danger being apparent, We may give written notice of the same to You whereupon the indemnity under this Policy and Our liability arising from or connected to such defect shall be suspended until such time as it is rectified by You and confirmed by Us to have been rectified to Our satisfaction.

**8. Claim Procedure**

Upon the happening of any event giving rise or likely to give rise to a claim under this policy, You shall:

- a. Immediately and in any event within 7 days, from the date of incident giving rise to a claim under this Policy, give written notice to Us to the address shown in the Policy Schedule;
- b. In case of Theft or Burglary, lodge complaint with the Police Authorities within 24 hours of the incident and obtain First Information Report (FIR).
- c. Take all steps within Your power to minimise the extend of loss or damage;
- d. Preserve the parts affected and make them available for inspection by Our representative or surveyor;
- e. Provide Us with detailed statement in writing regarding loss or damage and any such information and documentation (in relation to the quantum of the Claim and otherwise) that We may request within 14 days from the date of incident giving rise to a claim under this Policy.
- f. Not incur any expenditure for which a claim may be made against Us without the Our prior approval.

**9. Condition of Average**

If the Plate Glass insured shall at the time of any loss or damage be collectively of greater value than the Sum Insured thereon, You shall be considered as being Your own insurer for the difference, and shall bear a rateable proportion of the loss or damage accordingly. Every item, if more than one, in the Policy, shall be separately subject to this condition.

**10. Indemnity**

We may at Our option reinstate, replace or repair the Plate Glass lost or damaged or any part thereof instead of paying the amount of loss or damage or may join with any other insurer in so doing, but We shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and , in no case, shall We be

bound to expend more in reinstatement than it would have cost to reinstate such Plate Glass as it was at the time of the occurrence of such loss or damage, not more than the Sum Insured thereon.

#### 11. Reinstatement of Sum Insured after settlement of claim

Immediately upon the happening of any loss or damage, the Sum Insured under this Policy shall be reduced by the amount of the loss or damage claimed and such reduced Sum Insured shall then represent Our maximum liability in respect of any further Claims made during the Policy Period, unless We consent, upon Your payment of any additional premium to reinstate the Sum Insured to the level available at the inception of this Policy

#### 12. Contribution

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

#### 13. Subrogation

You shall at Our expense do and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by Us for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which We shall be or would become entitled or subrogated, upon its paying for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after his indemnification by Us.

#### 14. Arbitration:

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

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

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

#### 15. Policy Cancellation:

**Cancellation by Insured:** This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the premium at customary short period rate mentioned in the table below for the time the policy has been in force.

Policy in Force	Premium Retention
For a period not exceeding 15 days	10% of the Annual rate
For a period not exceeding 1 month	15% of the Annual rate
For a period not exceeding 2 months	30% of the Annual rate
For a period not exceeding 3 months	40% of the Annual rate
For a period not exceeding 4 months	50% of the Annual rate

For a period not exceeding 5 months	60% of the Annual rate
For a period not exceeding 6 months	70% of the Annual rate
For a period not exceeding 7 months	75% of the Annual rate
For a period not exceeding 8 months	80% of the Annual rate
For a period not exceeding 9 months	85% of the Annual rate
For a period exceeding 9 months	The full Annual Rate
N.B.: Extension of Short Period Policy(ies) shall not be permitted.	

**Cancellation by Insurer:** This insurance may also at any time be terminated at the option of the Company, on 15 days' notice to that effect being given to the Insured on ground of misrepresentation, fraud, non-disclosure of material facts and non-co-operation by the insured and there would be no refund of premium.

#### 16. Renewal Notice:

The Company is not bound to accept any renewal premium or give notice that renewal is due. Under normal circumstances, renewal will not be refused except on the grounds of moral hazard, misrepresentation or fraud by the Insured.

The renewal premium shall be as per the rates approved by the Insurance Regulatory and Development Authority of India ("IRDAI") on the date of renewal for this product.

#### 17. Jurisdiction:

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

#### 18. Geographical Scope:

The geographical scope of this policy will be India.

#### 19. Grievances

The Company is committed to extend the best possible services to its customers. However, if you are not satisfied with our services and wish to lodge a complaint, please feel free to call our 24X7 Toll free number 1800-258-5956 or you may email to the customer service desk at [hello@godigit.com](mailto:hello@godigit.com). After investigating the matter internally and subsequent closure, we will send our response.

Senior Citizens can now contact us on 1800-258-5956 or write to us at [seniors@godigit.com](mailto:seniors@godigit.com)

If you do not get a satisfactory response from us and you wish to pursue other avenues for redressal of grievances, you may approach Insurance Ombudsman appointed by IRDAI under the Insurance Ombudsman Scheme.

Office Location	Contact Details	Jurisdiction of Office (Union Territory, District)
AHMEDABAD	Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06, Email: <a href="mailto:bimalokpal.ahmedabad@ecoi.co.in">bimalokpal.ahmedabad@ecoi.co.in</a>	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
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: <a href="mailto:bimalokpal.bengaluru@ecoi.co.in">bimalokpal.bengaluru@ecoi.co.in</a>	Karnataka.
BHOPAL	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office,	Madhya Pradesh, Chhattisgarh.

	Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202, Fax: 0755 - 2769203, Email: bimalokpal.bhopal@ecoi.co.in	
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 /2596455, Fax: 0674 - 2596429, Email: bimalokpal.bhubaneswar@ecoi.co.in	Orissa.
CHANDIGARH	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468, Fax: 0172 - 2708274, Email: bimalokpal.chandigarh@ecoi.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh.
CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284, Fax: 044 - 24333664, Email: bimalokpal.chennai@ecoi.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).
DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504, Fax: 011 - 23230858 Email: bimalokpal.delhi@ecoi.co.in	Delhi.
GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2132204 / 2132205, Fax: 0361 - 2732937, Email: bimalokpal.guwahati@ecoi.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
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 - 65504123 / 23312122, Fax: 040 - 23376599, Email: bimalokpal.hyderabad@ecoi.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.
JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363, Email: Bimalokpal.jaipur@ecoi.co.in	Rajasthan.
ERNAKULAM	Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg, Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338, Fax: 0484 - 2359336, Email: bimalokpal.ernakulam@ecoi.co.in	Kerala, Lakshadweep, Mahe-a part of Pondicherry.
KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340, Fax: 033 - 22124341, Email: bimalokpal.kolkata@ecoi.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331, Fax: 0522 - 2231310, Email: bimalokpal.lucknow@ecoi.co.in	Districts of Uttar Pradesh: Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, 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.
MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960, Fax: 022 - 26106052, Email: bimalokpal.mumbai@ecoi.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.

NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddha Nagar, U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253, Email: bimalokpal.noida@ecoi.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanoj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
PATNA	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952, Email: bimalokpal.patna@ecoi.co.in	Bihar, Jharkhand.
PUNE	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555, Email: bimalokpal.pune@ecoi.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

Note: GOVERNING BODY OF INSURANCE COUNCIL, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai -400 054. Tel.: 022 - 26106889/671/980, Fax: 022 - 26106949, Email: inscoun@ecoi.co.in

**Digit Sign Board Protect Policy****UIN: IRDAN158RP0003V01202021****1. PREAMBLE**

The proposal and declaration provided by You to Us, Go Digit General Insurance Limited (hereinafter called the "Company"), forms the basis of this insurance and having received Your premium, We are happy to issue this policy to You and indemnify You against the insured perils occurring during the Policy Period stated in the Policy Schedule or during any further Period for which the Company may accept payment for the renewal or extension of this Policy.

**2. DEFINITION**

1. **Accidental** means a fortuitous event or circumstance that is sudden, unexpected and unintentional.
2. **Bodily Injury** means physical injury, illness or disease of or to any third party.
3. **Business** means the business of the Insured as stated in the Policy Schedule and no other.
4. **Claim** means a claim under an Operative clause in respect of an insured event that has taken place against which the Insured has made a demand for payment.
5. **Compensation** means monies paid or agreed to be paid by judgment or settlement for Third Party Death, Bodily Injury and/or Property Damage.
6. **Deductible or Excess** means the amount stated in the Policy Schedule, which shall be paid first by the Insured in respect of each and every claim made under this Policy.
7. **Frames and frameworks** mean a structure; the immediate purpose of which is the enclosure or support of Sign Board.
8. **Glow Sign** means frame made of wood/Iron/plastic or any other material, on which advertisements are either affixed as a plastic sheet or painted on glass. The frame has bulbs/ tube lights/CFLs inside or outside the frame which glow by use of electricity.
9. **Hoarding** means a frame made of wood/Iron/plastic or any other material on which advertisements are either affixed or painted, and which does not have any internal electricity mechanism for glowing.
10. **Insured Premises or Location** means the place or location named in the Policy Schedule.
11. **Neon Signs** are electric signs lighted by long luminous gas-discharge tubes that contain rarefied neon or other gases and have a frame made of wood/Iron/plastic or any other material used for displaying advertisement.
12. **Policy Period** means the Period commencing from Policy Start Date and time as specified in the Policy Schedule and terminating at Policy End Date and time as specified in the Policy Schedule to this Policy.
13. **Policy** means the Proposal, Policy Wording, the Policy Schedule and Applicable Endorsements under the Policy. The Policy contains details of the extent of cover available to the Insured, the Exclusions under the Cover and the Terms, Conditions, Warranties, Deductible, Co-payment and Limitations.
14. **Policy Schedule** means the schedule and parts thereof, and any other annexure(s) appended, attached and/or forming part of this Policy.
15. **Property Damage** means Actual physical damage to tangible property belonging to any third party.



16. **Sign Board** means advertising display, Hoardings, Glow Signs, Neon Signs, LED signs, LCD signs, any digital signs, any sort of display intended to convey information and described in the Policy Schedule.
17. **Sum Insured** means the amount stated in the Policy Schedule, which shall be the Company's maximum liability under this Policy (regardless to the total number or amount of claims made) for any one claim and in aggregate for all claims during the Policy Period.
18. **Theft** shall mean intending to take dishonestly any Sign Board out of the possession of the Insured without consent with the intention of permanently depriving the Insured of such Sign Board.
19. **We, Us, Our(s), Digit, Company, Insurer** means Go Digit General Insurance Limited.
20. **You, Your(s), Insured** means the Person named in the Policy Schedule.

### 3. OPERATIVE CLAUSE

We hereby agree, subject to the terms, conditions, warranties, deductibles and exclusions herein contained, or endorsed or otherwise expressed hereon, to indemnify You up to the Sum Insured or Limit of Liability mentioned in Your Policy Schedule against loss or damage and/or liability suffered or occurring during the Policy Period and covered in the following Sections, provided always that the liability of the Company shall in no case exceed:

- **For Section I – Loss of or Damage to Sign Board:** The Sum Insured on each item or on the whole the Total Sum Insured mentioned in the Policy Schedule.
- **Section II – Third Party Liability:** Limit of Liability for any one Accident and in Aggregate mentioned in the Policy Schedule.

#### 1. SECTION I: LOSS OF OR DAMAGE TO THE SIGN BOARD

Under this Section, We will pay up to the Sum Insured, as per the Sum Insured basis opted by You, for any loss of or damage to the Sign Board mentioned in the Policy Schedule fixed at the Insured Premises or Location arising out of the below mentioned perils:

- a) Accidental External Means
- b) Fire, Lightning, External Explosion
- c) Riot, strike, malicious damage
- d) Earthquake (fire and shock), subsidence and landslide (including rockslide) damage, flood, storm, cyclone, volcanic eruption, typhoon, hurricane, tornado, or other convulsion of nature or atmospheric disturbances.
- e) Theft of whole Sign Board

Provided always that such loss or damage has occurred during the Policy Period mentioned in the Policy Schedule or during any further Period for which We may accept payment for the renewal or extension of this Policy and by a cause not excluded under this Policy.

If We have admitted a claim under "Section I – Loss of or Damage to the Sign Board" of this Policy, We will also pay reasonable expenses necessarily incurred in connection with the following:

- a. Boarding up or temporary glazing pending replacement of the Sign Board;
- b. Replacing alarm, foil, lettering, painting, embossing, silvering or other ornamental work on glass following damage to such Sign Board;

- c. Installation Costs.
- d. Removal of Debris.

Provided always that, Our liability will not exceed the Limits specified against each of the above items or the Total Sum Insured mentioned in the Policy Schedule, in respect of any one event and in aggregate for all occurrences during the Policy Period.

**Specific Exclusion applicable to Section I:**

We are not liable to make any payment under this Section in respect of following, unless specifically agreed and mentioned in Your Policy Schedule:

1. The fusing or burning out of any bulbs and/or tubes arising from short-circuiting or arcing or any other mechanical or electrical breakdown or faults.
2. Mechanical or Electrical Breakdown failures or breakages and/or over-running, over-heating, over-loading or strain.

**A. Sum Insured Basis Options applicable to Section I – Loss of or Damage to the Sign Board:**

The Sum Insured opted by You at Inception or Renewal shall be as per one of the following basis mentioned in Your Policy Schedule:

**a) Market Value Basis**

Sum Insured on Market Value Basis shall represent the cost of replacement on the first day of Policy Period of similar Sign Board less depreciation for age, usage and condition.

**b) Replacement Value Basis**

Sum Insured on Replacement Value Basis shall not be less than the cost of replacement as if such Sign Board(s) were replaced on the first day of Policy Period which shall mean the cost of replacement of the Sign Board by a new Sign Board in a condition equal to but not better or more extensive than its condition when new. No depreciation for age, usage and condition should be taken into consideration while arriving Sum Insured on Replacement Value Basis.

**B. Basis of Loss Settlement applicable to Section I – Loss of or Damage to the Sign Board:**

Based on the Sum Insured Basis Opted by You at the Policy Inception or Renewal, Partial Loss Claims for Sign Board shall be paid as below, provided that Our liability shall in no case exceed the Sum Insured stated in the Policy Schedule against each Item:

**1. PARTIAL LOSS SETTLEMENT FOR SIGN BOARD:**

**a. Partial Loss Settlement for Sum Insured Opted on Market Value Basis**

We shall pay You the Actual Repair Cost of the damage and the Cost of Replacing or Reinstating the damaged parts of the Sign Board with parts of same kind or type but not superior to or more extensive than the parts when new as on date of loss less due allowance for betterment and depreciation for age, usage and condition.

**b. Partial Loss Settlement for Sum Insured Opted on Replacement Value Basis**

We shall pay You the Actual Repair Cost of the damage and the Cost of Replacing or Reinstating the damaged parts of the Sign Board with parts of same kind or type but not superior to or more extensive than the parts when new as on date of loss.

**2. TOTAL LOSS SETTLEMENT FOR SIGN BOARD:**

Based on the Sum Insured Basis Opted by You at the Policy Inception or Renewal, Total Loss Claims for Sign Board shall be paid as below, provided that Our liability shall in no case exceed the Sum Insured Stated in the Policy Schedule against each Item:

**a. Total Loss Settlement for Sum Insured Opted on Market Value Basis**

In the event of Total Loss, We will pay You the Replacement Cost of the lost or damaged Sign Board as on Date of Loss less due allowance for betterment and depreciation for age, usage and condition.

**b. Total Loss Settlement for Sum Insured Opted on Replacement Value Basis**

In the event of Total Loss, We will pay You the Replacement Cost of the damaged Sign Board as on the Date of Loss i.e. the replacement value will be for a new Sign Board of same kind, capacity and specification excluding any allowance for betterment.

## **2. SECTION II: THIRD PARTY LIABILITY**

If You have opted for this Section, We will indemnify You for an amount for which You become legally liable to pay as Compensation, including claimant's defense costs incurred with Our prior approval, arising out of the following Occurrence during the Policy Period, subject always to the Limit of Liability mentioned in the Policy Schedule against this Section, terms, conditions, exclusions and Deductible of this Policy:

1. Third Party Bodily Injury or Death; or
2. Third Party Property Damage

Provided always that, such Bodily Injury or Death or Property Damage is solely as a result of loss of or damage to the Sign Board insured under "Section I – Loss of or Damage to Sign Board".

### **Specific Exclusion applicable to Section II:**

We are not liable to make any payment under this Section in respect of following, unless specifically agreed and mentioned in Your Policy Schedule:

1. Death of or Bodily Injury to any person under contract of employment or apprenticeship of the Insured arising out of and in the course of such employment.
2. Death of or Bodily Injury to Insured's Contractors and/or Sub-Contractors, when such injury arises out of the executing of such contract.
3. Damage to property belonging to or held in trust by or in the custody or control of the Insured.

## **4. GENERAL EXCLUSIONS (Applicable to both the Sections)**

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

1. For the amount of the Deductible/Excess specified in the Policy Schedule ascertained after the application of all other terms and conditions of this Policy.
2. Breakage of lettering, unless the same is accompanied by the loss, destruction, damage to the Sign Board.
3. Loss of or Damage or Breakage to frame or framework of any type unless specifically agreed and mentioned in Your Policy Schedule.
4. Any damage to the Sign Board that existed before the Policy Inception i.e. any Pre-existing damage.
5. Loss or Damage due to gradual deterioration, deformation, distortion, wear and tear, the cost of normal upkeep and normal maintenance.

6. Any loss or damage caused wilfully or knowingly by You or Your Employee or Family Member.
7. Any loss or damage in which You or any person acting on Your behalf is involved or implicated.
8. Loss due to or in any way contributed to by the Insured having knowingly permitted or caused or suffered anything to be done or not done whereby the risks hereby insured against were increased.
9. Damage arising from the Sign Board being worked upon in any manner, including but not limited to repair, cleaning, maintenance or during its removal or replacement or erection or in the course of alteration to the Insured Premises or Location.
10. Damage to the Sign Board that is not completely and securely fixed.
11. Disfiguration, scratching, cracking or chipping unless part of fracture extending through the entire thickness of the Sign Board.
12. The cost of embossing, silvering, lettering, curving or ornamental work of any kind, unless specifically disclosed, agreed and mentioned in Your Policy Schedule.
13. Confiscation or detention by the order of any Government or Public Authority.
14. Consequential losses (including but not limited to loss of profit, business interruption, market loss).
15. Legal liability of any kind, except to the extent covered under "Section II – Third Party Liability", if opted by You.
16. Any Loss or Damage or Liability arising due to defective design or workmanship by the manufacturer or supplier.
17. Loss or damage or Liability directly or indirectly arising from war (whether war be declared or not), war-like operations, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrections, mutiny, commandeering a group of malicious persons or persons acting on behalf of or in connection with any political organisation, civil commotion, military or usurped power, seizure, capture, confiscation, arrests, restraint and/or detainment by the order of any government or any other authority.
18. Loss or damage or Liability due to ionising radiation or contamination by radioactive substance from any nuclear fuel or from any nuclear assembly or nuclear waste or from the combustion of nuclear fuel.
19. Terrorism Damage Exclusion Warranty:

Notwithstanding any provision to the contrary within this insurance it is agreed that this insurance excludes loss, damage cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, unless specifically agreed by Us and mentioned in Your Policy Schedule.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and / or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.

The warranty also excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to action taken in respect of any act of terrorism.

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

In any action, suit or other proceedings where We allege that by reason of the above provisions any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon You.

## 5. GENERAL CONDITIONS

### 1. Notice

All notices and communications in relation to this Policy are to be sent to the Company in writing or in electronic format.

### 2. Disclosure of Information

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

### 3. Fraud

If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or device are used by you or any one acting on your behalf to obtain any benefit under this policy, all benefits and rights under the Policy shall be forfeited.

### 4. Observance of Terms and Conditions

The due observance and fulfilment of the terms, conditions and endorsement of 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 proposal shall be a condition precedent to any liability of the Company to make any payment under this Policy.

### 5. Reasonable Care:

The Insured shall take all the necessary steps to ensure that the Sign Board is protected against any kinds of damage or loss and shall properly maintain the Frames and Framework.

### 6. Alteration of Risk

The cover provided under this Policy shall be immediately suspended and no payment for any claim shall be made by Us, if:

- a. any alteration to the situation or the position of the Sign Board in the Insured Premises or to the Business or to the occupancy of the Insured Premises or any material change in the facts and matters stated in the Proposal, and/or
- b. the ownership of the Sign Board passes from the Insured to any other person or entity.

Unless and until You have notified Us of such alteration or change and We have agreed in writing for the same.

### 7. Right to Inspect

You shall allow Us at any reasonable time to inspect the Sign Board, Frames or Framework and/or Insured Premises and in the event of any defect or danger being apparent, We may give written notice of the same to You whereupon the indemnity under this Policy and Our liability arising from or connected to such defect shall be suspended until such time as it is rectified by You and confirmed by Us to have been rectified to Our satisfaction.

### 8. Claim Procedure

Upon the happening of any event giving rise or likely to give rise to a claim under this policy, You shall:

- a. Immediately and in any event within 7 days, from the date of incident giving rise to a claim under this Policy, give written notice to Us to the address shown in the Policy Schedule;
- b. Take all steps within Your power to minimise the extend of loss or damage;
- c. In case of Theft or any malicious damage, lodge complaint with the Police Authorities within 24 hours of the incident and obtain First Information Report (FIR).

- d. Preserve the parts affected and make them available for inspection by Our representative or surveyor;
- e. Forward Us every letter, writ, summons in relation to Your claim as soon as You receive it.
- f. Provide Us with detailed statement in writing regarding loss or damage and any such information and documentation (in relation to the quantum of the Claim and otherwise) that We may request within 14 days from the date of incident giving rise to a claim under this Policy.
- g. Not incur any expenditure for which a claim may be made against Us without Our prior approval.

**9. Condition of Average**

If the Sign Board insured shall at the time of any loss or damage be collectively of greater value than the Sum Insured thereon, You shall be considered as being Your own insurer for the difference and shall bear a rateable proportion of the loss or damage accordingly. Every item, if more than one, in the Policy, shall be separately subject to this condition.

**10. Indemnity**

We may at Our option reinstate, replace or repair the Sign Board lost or damaged or any part thereof instead of paying the amount of loss or damage or may join with any other insurer in so doing, but We shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and , in no case, shall We be bound to expend more in reinstatement than it would have cost to reinstate such Sign Board as it was at the time of the occurrence of such loss or damage, not more than the Sum Insured thereon.

**11. Reinstatement of Sum Insured after settlement of claim**

Immediately upon the happening of any loss or damage, the Sum Insured under this Policy shall be reduced by the amount of the loss or damage claimed and such reduced Sum Insured shall then represent Our maximum liability in respect of any further Claims made during the Policy Period, unless We consent, upon Your payment of any additional premium to reinstate the Sum Insured to the level available at the inception of this Policy

**12. Contribution**

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

**13. Subrogation**

You shall at Our expense do and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by Us for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which We shall be or would become entitled or subrogated, upon its paying for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after his indemnification by Us.

**14. Arbitration:**

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



seat and venue of arbitration shall be in India. The arbitration proceedings shall be conducted in accordance with the provisions of The Arbitration and Conciliation Act, as amended from time to time.

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

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

#### 15. Policy Cancellation:

**Cancellation by Insured:** This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the premium at customary short period rate mentioned in the table below for the time the policy has been in force.

Policy in Force	Premium Retention
For a period not exceeding 15 days	10% of the Annual rate
For a period not exceeding 1 month	15% of the Annual rate
For a period not exceeding 2 months	30% of the Annual rate
For a period not exceeding 3 months	40% of the Annual rate
For a period not exceeding 4 months	50% of the Annual rate
For a period not exceeding 5 months	60% of the Annual rate
For a period not exceeding 6 months	70% of the Annual rate
For a period not exceeding 7 months	75% of the Annual rate
For a period not exceeding 8 months	80% of the Annual rate
For a period not exceeding 9 months	85% of the Annual rate
For a period exceeding 9 months	The full Annual Rate
N.B.: Extension of Short Period Policy(ies) shall not be permitted.	

**Cancellation by Insurer:** This insurance may also at any time be terminated at the option of the Company, on 15 days' notice to that effect being given to the Insured on ground of misrepresentation, fraud, non-disclosure of material facts and non-co-operation by the insured and there would be no refund of premium.

#### 16. Renewal Notice:

The Company is not bound to accept any renewal premium or give notice that renewal is due. Under normal circumstances, renewal will not be refused except on the grounds of moral hazard, misrepresentation or fraud by the Insured.

The renewal premium shall be as per the rates approved by the Insurance Regulatory and Development Authority of India ("IRDAI") on the date of renewal for this product.

#### 17. Jurisdiction:

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

#### 18. Geographical Scope:

The geographical scope of this policy will be India.

#### 19. Grievances

The Company is committed to extend the best possible services to its customers. However, if you are not satisfied with our services and wish to lodge a complaint, please feel free to call our 24X7 Toll free number 1800-258-5956 or you may email to the customer service

desk at hello@godigit.com. After investigating the matter internally and subsequent closure, we will send our response.

Senior Citizens can now contact us on 1800-258-5956 or write to us at seniors@godigit.com

If you do not get a satisfactory response from us and you wish to pursue other avenues for redressal of grievances, you may approach Insurance Ombudsman appointed by IRDAI under the Insurance Ombudsman Scheme.

Office Location	Contact Details	Jurisdiction of Office (Union Territory, District)
AHMEDABAD	Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06, Email: bimalokpal.ahmedabad@ecoi.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
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: bimalokpal.bengaluru@ecoi.co.in	Karnataka.
BHOPAL	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202, Fax: 0755 - 2769203, Email: bimalokpal.bhopal@ecoi.co.in	Madhya Pradesh, Chhattisgarh.
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 /2596455, Fax: 0674 - 2596429, Email: bimalokpal.bhubaneswar@ecoi.co.in	Orissa.
CHANDIGARH	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468, Fax: 0172 - 2708274, Email: bimalokpal.chandigarh@ecoi.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh.
CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284, Fax: 044 - 24333664, Email: bimalokpal.chennai@ecoi.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).
DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504, Fax: 011 - 23230858 Email: bimalokpal.delhi@ecoi.co.in	Delhi.
GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2132204 / 2132205, Fax: 0361 - 2732937, Email: bimalokpal.guwahati@ecoi.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
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 - 65504123 / 23312122, Fax: 040 - 23376599, Email: bimalokpal.hyderabad@ecoi.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.
JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363, Email: Bimalokpal.jaipur@ecoi.co.in	Rajasthan.
ERNAKULAM	Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg, Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338, Fax: 0484 - 2359336, Email: bimalokpal.ernakulam@ecoi.co.in	Kerala, Lakshadweep, Mahe-a part of Pondicherry.
KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072.	West Bengal, Sikkim, Andaman & Nicobar Islands.

	Tel.: 033 - 22124339 / 22124340, Fax: 033 - 22124341, Email: bimalokpal.kolkata@ecoi.co.in	
LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331, Fax: 0522 - 2231310, Email: bimalokpal.lucknow@ecoi.co.in	Districts of Uttar Pradesh: Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, 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.
MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960, Fax: 022 - 26106052, Email: bimalokpal.mumbai@ecoi.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P- 201301. Tel.: 0120-2514250 / 2514252 / 2514253, Email: bimalokpal.noida@ecoi.co.in	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.
PATNA	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952, Email: bimalokpal.patna@ecoi.co.in	Bihar, Jharkhand.
PUNE	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555, Email: bimalokpal.pune@ecoi.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

Note: GOVERNING BODY OF INSURANCE COUNCIL, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai -400 054. Tel.: 022 - 26106889/671/980, Fax: 022 - 26106949, Email: [inscoun@ecoi.co.in](mailto:inscoun@ecoi.co.in)

**Terrorism Damage Cover Endorsement (Material Damage Only)**  
**(Applicable wherever Terrorism Cover is opted)**

**INSURING CLAUSE**

Subject otherwise to the terms, exclusions, provisions and conditions contained in the Policy and in consideration of the payment by the Insured to the Company of additional premium as stated in the Schedule, it is hereby agreed and declared that notwithstanding anything stated in the 'Terrorism Risk Exclusion' of this Policy to the contrary, this Policy is extended to cover physical loss or physical damage occurring during the period of this Policy caused by an act of terrorism, subject to the exclusions, limits and excess hereinafter contained,

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

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

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

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

**LOSSES EXCLUDED**

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

1. loss by seizure or legal or illegal occupation;
2. loss or damage caused by:
  - i. voluntary abandonment or vacation,
  - ii. confiscation, commandeering, nationalisation, requisition, detention, embargo, quarantine, or any result of any order of public or government authority, which deprives the Insured of the use or value of its property;
3. loss or damage arising from acts of contraband or illegal transportation or illegal trade;
4. loss or damage directly or indirectly arising from or in consequence of the seepage and or discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which

endangers or threatens to endanger the health, safety or welfare of persons or the environment;

5. loss or damage arising directly or indirectly from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind;
6. loss or damage arising directly or indirectly from or in consequence of asbestos emission, release, discharge, dispersal or escape or asbestos exposure of any kind;
7. any fine, levy, duty, interest or penalty or cost or compensation/damages and/or other assessment which is incurred by the Insured or which is imposed by any court, government agency, public or civil authority or any other person;
8. loss or damage by electronic means including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon.

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

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

#### **LIMIT OF INDEMNITY**

The limit of indemnity under this cover shall not exceed the Total Sum Insured given in the Policy Schedule or INR 20,000,000,000 whichever is lower. In respect of several insurance policies within the same compound/location with one or different insurers, the maximum aggregate loss payable per compound/location by anyone or all insurers shall be INR 20,000,000,000. If the actual aggregate loss suffered at one compound/location is more than

INR 20,000,000,000, the amounts payable towards individual policies shall be reduced in proportion to the sum insured of the policies.

**EXCESS \***

**Shops & Residential Risks:**

1% of the claim amount for each and every claim subject to Minimum of INR 10,000 and Maximum of INR 500,000

**Non-Industrial Risks:**

1% of the claim amount for each and every claim subject to Minimum of INR 25,000 and Maximum of INR 1,000,000

**Industrial Risks:**

5% of the claim amount for each and every claim subject to Minimum of INR 100,000 and Maximum of INR 25,00,000

\*Whichever is applicable.

**ADD ON COVERS**

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

**MID TERM COVER**

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

**SANCTION, LIMITATION AND EXCLUSION CLAUSE**

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

**CANCELLATION CLAUSE**

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

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

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



**Digit Public Liability (Act) Insurance Policy**  
**(under Public Liability Insurance Act 1991)**  
**UIN: IRDAN158RP0001V01202021**

**1. PREAMBLE**

Whereas the Insured Owner named in the Policy Schedule and carrying on the Business described in the Policy Schedule has made to Go Digit General Insurance Limited (hereinafter called the "Company") a proposal which shall be the basis of this Policy and is incorporated herein and has paid the premium and statutory contribution towards the Environment Relief Fund as per the provisions of the Act and the Rules, the Company agrees subject to the terms, conditions, exceptions and exclusions contained herein to indemnify the Insured in terms of this Policy.

**2. Operative Clause**

The Company will indemnify the Insured Owner up to the Limit of Indemnity against his statutory liability arising out of any Accident due to the Insured Owner's Handling of Hazardous Substances as provided for under the Act and the Rules occurring during the Policy Period and notified in accordance with "General Condition No.1".

**3. Definition**

1. **Act** means, unless expressly stated otherwise, the Public Liability Insurance Act and Public liability Insurance Rules, 1991 as amended from time to time.
2. **Accident** means an accident involving a fortuitous sudden or unintentional occurrence whilst the Insured is Handling any Hazardous Substance resulting in continuous, intermittent or repeated exposure to death of, or injury to any person or damage to any property but does not include an accident by reason only of war or radioactivity.
3. **Collector** means the Collector referred to in the Act.
4. **Company** means Go Digit General Insurance Limited.
5. **Handling** in relation to any Hazardous Substance mean the manufacture, processing, treatment, package, storage, transportation by vehicle, use, collection, destruction, conversion, offering for sale, transfer or the like of such Hazardous Substance.
6. **Hazardous Substance** means any substance or preparation which is defined as a hazardous substance under the Environment (Protection) Act 1986, as amended from time to time, and exceeding such quantity as may be specified by notification, by the Central Government.
7. **Insured Owner means** the Person named in the Policy Schedule who owns, or has control over the handling any hazardous substance at the time of accident and includes:
  - a) in the case of a firm any of its partners
  - b) in the case of an association, any of its members
  - c) in the case of a company, any of its directors, managers, secretaries or other officers who is directly in charge of and is responsible to the company for the conduct of the Business.
8. **Limit of Indemnity** means the amount stated in the Policy Schedule, which shall be the Company's maximum liability under this Policy (regardless to the total number or amount of claims made) for any one claim and in aggregate for all claims during the Policy Period.
9. **Policy** means the proposal, the Policy Schedule, the Policy documents and any endorsements attaching to or forming part thereof either on the effective date or during the Policy Period.

10. **Policy Period** means the Period commencing from Policy Start Date and time as specified in the Policy Schedule and terminating at Policy End Date and time as specified in the Policy Schedule to this Policy.
11. **Policy Schedule** means this schedule and parts thereof, and any other annexure(s) appended, attached and/or forming part of this Policy.
12. **Rules** means Rules framed under the Act.
13. **Turnover** shall mean in respect of:
  - a) **Manufacturing units:** the annual gross sale of all goods including levies and taxes handling hazardous substances as defined in the Act. For the purpose of this insurance, the term “units” shall mean all operations being carried out in the manufacturing complex in one location.
  - b) **Godown/Warehouse owners:** Total annual rental receipts of premises handling hazardous substances as defined in the Act.
  - c) **Transport Operators:** Total Annual Freight receipts.
  - d) **Other:** Total Annual gross receipts.

#### 4. EXCLUSIONS

This Policy shall not cover any liability for any claim directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following:

1. The wilful or intentional non-compliance with any statutory provisions.
2. Fines, penalties, punitive and/ or exemplary damages.
3. Arising under any other statute except in so far as provided for in Section 8, Sub-sections (1) and (2) of the Act.
4. Damage to property owned, leased or hired or under hire purchase or on loan to the Insured or otherwise in the Insured Owner’s custody, care or control.
5. War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, commotion, unrest, rebellion, revolution, insurrection, military or usurped power.
6. Ionising, radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
7. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component.

If the Company asserts that by reason of these Exclusions any claim is not covered by this Policy, the burden of proving that such claim is covered shall be upon the Insured Owner.

#### 5. GENERAL CONDITIONS

##### 1. Notification of Claims

It is a condition precedent to the Company’s liability hereunder that the Insured Owner shall:

- a. immediately and in any event within 14 days give written notice to the Company to the address/E-mail address shown in the Policy Schedule of any claim made against the Insured Owner or any specific event or circumstance that may give rise to a claim, and
- b. immediately, and in any event within 14 days of receipt by the Insured Owner, give the Company copies of notice of applications forwarded by the Collector and all such additional information, documentation and/or assistance that the Company may require, and
- c. not make any admission, offer, promise or payments or permit or cause to be made the same by anyone acting on the Insured Owner’s behalf or with his consent, without prior written approval of the Company.

**2. Maintenance of Records**

The Insured Owner shall keep and maintain records of annual Turnover and the Company shall at all reasonable times have the full right to call for and examine such records.

**3. Limitation Period**

The Company shall not be liable for any claims for relief made after five years from the date of occurrence of the accident.

**4. Other Insurance**

If at the time of happening of any Accident resulting in a claim under this Policy there be any other insurance covering the same liability, then the Company shall not be liable to pay or contribute more than its rateable proportion of such liability.

**5. Cancellation**

- a. The Policy may be cancelled by or on behalf of the Company only on grounds of misrepresentation, fraud, non-disclosure or non-cooperation by the Insured by giving the Insured at least 15 days written notice and, in such event, there shall be no refund made to the Insured.
- b. The Policy may be cancelled by the Insured Owner at any time by giving at least 15 days written notice to the Company. The Company will retain premium on a short period scale, as provided below, for the period the policy has been in force, subject to no claim under the policy.

**Short Period Rates:**

<b>Policy Period</b>	<b>% of Annual Rate</b>
Not exceeding 1 month	25% of Annual Rate
Not exceeding 2 months	35% of Annual Rate
Not exceeding 3 months	50% of Annual Rate
Not exceeding 4 months	60% of Annual Rate
Not exceeding 6 months	75% of Annual Rate
Not exceeding 8 months	85% of Annual Rate

- c. In no event shall the Company repay to the Insured contributions made to the Environment Relief Fund.

**6. Fraud**

The Company shall not be liable to make any payment in respect of any claim if such claim shall be in any manner fraudulent or supported by any person on behalf of the Insured and/or if the insurance has been continued in consequence of any material misstatement or non-disclosure of any material information by or on behalf of the Insured Owner. In such a case, if the Company pays any amount to the claimant due to any statutory provision, such amount shall be recoverable from the Insured Owner.

**7. Arbitration**

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

conducted under and in accordance with the provisions of The Arbitration and Conciliation Act, 1996.

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

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

**8. Notifications and Declarations**

Any and all notices and declarations for the attention of the Company shall be submitted in writing and shall be sent to the address specified in the Policy Schedule.

**9. Subrogation**

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

**10. Governing Law**

The construction, interpretation and meaning of the provisions of this Policy shall be determined in accordance with Indian law. The section headings of this Policy are included for descriptive purposes only and do not form part of this Policy for the purpose of its construction or interpretation.

**11. Entire Contract**

The Policy constitutes the complete contract of insurance. No change or alteration in this Policy shall be valid or effective unless approved in writing by the Company, which approval shall be evidenced by an endorsement on the Policy. No agent shall or has the authority to change in any respect whatsoever any term of this Policy or waive any of its provisions.

**12. Territorial and Jurisdictional Limit**

This policy shall cover only those liabilities arising under the Public Liability Insurance Act 1991 and subsequent amendments due to accidents taking place in India only. Any payment for an admissible claim shall be made only in India.

**13. Claim Payment**

The Company's liability to make any claim payment under this Policy shall be in Indian Rupees only.

**14. Due Observance**

The due observance of and compliance with the terms, provisions, warranties and conditions of this Policy in so far as they relate to anything to be done or complied with by the Insured Owner shall be a condition precedent to the Company's liability under this Policy.

**15. Renewal Notice:**

The Company is not bound to accept any renewal premium or give notice that renewal is due. Under normal circumstances, renewal will not be refused except on the grounds of moral hazard, misrepresentation or fraud by the Insured.

The renewal premium shall be as per the rates approved by the Insurance Regulatory and Development Authority of India (“IRDAI”) on the date of renewal for this product.

#### 16. Customer Grievance Redressal Policy

The Company is committed to extend the best possible services to its customers. However, if you are not satisfied with our services and wish to lodge a complaint, please feel free to call our 24X7 Toll free number 1800-258-5956 or you may email to the customer service desk at hello@godigit.com. After investigating the matter internally and subsequent closure, we will send our response.

Senior Citizens can now contact us on 1800-258-5956 or write to us at seniors@godigit.com

If you do not get a satisfactory response from us and you wish to pursue other avenues for redressal of grievances, you may approach Insurance Ombudsman appointed by IRDAI under the Insurance Ombudsman Scheme.

Office Location	Contact Details	Jurisdiction of Office (Union Territory, District)
AHMEDABAD	Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06, Email: bimalokpal.ahmedabad@ecoi.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
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: bimalokpal.bengaluru@ecoi.co.in	Karnataka.
BHOPAL	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202, Fax: 0755 - 2769203, Email: bimalokpal.bhopal@ecoi.co.in	Madhya Pradesh, Chhattisgarh.
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 / 2596455, Fax: 0674 - 2596429, Email: bimalokpal.bhubaneswar@ecoi.co.in	Orissa.
CHANDIGARH	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468, Fax: 0172 - 2708274, Email: bimalokpal.chandigarh@ecoi.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh.
CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284, Fax: 044 - 24333664, Email: bimalokpal.chennai@ecoi.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).
DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23239633 / 23237532, Fax: 011 - 23230858 Email: bimalokpal.delhi@ecoi.co.in	Delhi.
GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2132204 / 2132205, Fax: 0361 - 2732937, Email: bimalokpal.guwahati@ecoi.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.

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 - 65504123 / 23312122, Fax: 040 - 23376599, Email: bimalokpal.hyderabad@ecoi.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.
JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363, Email: Bimalokpal.jaipur@ecoi.co.in	Rajasthan.
ERNAKULAM	Office of the Insurance Ombudsman,2nd Floor, Pulinat Bldg, Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338, Fax: 0484 - 2359336, Email: bimalokpal.ernakulam@ecoi.co.in	Kerala, Lakshadweep, Mahe-a part of Pondicherry.
KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340, Fax: 033 - 22124341, Email: bimalokpal.kolkata@ecoi.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331, Fax: 0522 - 2231310, Email: bimalokpal.lucknow@ecoi.co.in	Districts of Uttar Pradesh: Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, 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.
MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960, Fax: 022 - 26106052, Email: bimalokpal.mumbai@ecoi.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253, Email: bimalokpal.noida@ecoi.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanoor, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
PATNA	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952, Email: bimalokpal.patna@ecoi.co.in	Bihar, Jharkhand.
PUNE	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555, Email: bimalokpal.pune@ecoi.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

Note: GOVERNING BODY OF INSURANCE COUNCIL,3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai -400 054.Tel.: 022 - 26106889/671/980, Fax: 022 - 26106949, Email: inscoun@ecoi.co.in



**Digit No Fault Liability Policy (Commercial)**  
**UIN: IRDAN158CP0001V01202021**

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## Preamble

The proposal and declaration provided by the **Named Insured** to **Us**, Go Digit General Insurance Limited (hereinafter called **DIGIT/Us/We/Our**), forms the basis of this insurance and having received premium from the **Named Insured**, **We** agree to issue this **Policy** and indemnify the Named Insured up to the Limit of No Fault Liability, subject always to the following terms, conditions, exclusions, and limitations in excess of the amount of the **Deductible and Participation Percentage**.

## Definitions

### 1. Advertising injury

**Advertising injury** means any unintentional:

- 1.1. defamation, libel, slander,
- 1.2. infringement of copyright of, or passing off a title or slogan;
- 1.3. unfair competition, piracy or idea misappropriation contrary to an implied contract;
- 1.4. invasion of privacy; or
- 1.5. breach of misleading or deceptive conduct provisions of any consumer protection legislation or similar legislation of any country, state or territory;

committed or alleged to have been committed during the **Policy Period** in any communication given to the public in any form of print media, publication, telecommunication, radio, television, internet or other forms of electronic communication and arising out of **Your** advertising activities in connection with **Your Business** or **Your Products**.

### 2. Bodily Injury

**Bodily Injury** means physical injury, sickness or disease, which may or may not result into disablement or death, as specifically detailed in the **No Fault Liability** Schedule

### 3. Business

**Business** means all activities and operations stated in the **Policy Schedule** including:

- 3.1. The ownership and occupation of premises, including repair and maintenance of property owned or for which **You** are responsible;
- 3.2. any prior Business activities which have ceased or have been disposed of but for which **You** have retained legal liability which are declared and agreed by **Us**
- 3.3. the provision or management of canteen, social, sports, Welfare or childcare services or activities for **Your Employees** and internal first aid, fire, security and ambulance services;
- 3.4. construction of or alteration to buildings owned by **You**;
- 3.5. hire or loan of plant, equipment or goods.

### 4. Claim

**Claim** means any written demand upon **You** for no fault liability **Compensation** following **Bodily Injury** and/or **Property Damage** as opted and mentioned in **Your Policy Schedule**.

### 5. Compensation

**Compensation** means monies agreed to be paid by **Us** as per **No Fault Liability Schedule** for settlement of **Bodily Injury** and/or **Property Damage** as opted.

### 6. Coverage Territory

**Coverage Territory** means the country of location of **Your Business** mentioned in the **Policy Schedule**;

### 7. Deductible

**Deductible** means

The amount stated in the **Policy Schedule** payable by **You** in a manner and at such time as required by **Us**.

If more than one **Deductible** (Except **Participation Percentage**) is payable under this **Policy** for any one **Claim** or series of **Claims** arising from one **Occurrence**, the highest **Deductible** is the only **Deductible** payable by **You**,

### 8. Employee

**Employee** means all the persons under a contract of service or apprenticeship with the Named Insured including "leased worker" and "temporary worker".

### 9. Extended Reporting Period

**Extended Reporting Period** means the period immediately after expiry of the **Policy period**, during which (subject to the provisions of **Extended Reporting Period**) **You** may notify **Claims** made, or **Inquiries** commenced, for **Occurrences**

which had taken place during the **Policy Period** but **Claims** thereof could not be made during the **Policy period**, provided, however, all **Claims** made during the **Extended Reporting Period** shall be handled as if they were made on the last day of the expiring **Policy period** and are subject to the limits of liability and the terms, conditions and exceptions of the **Policy**

The **Extended Reporting Periods**

- a. does not extend the **Policy period** or change the scope of coverage provided.
- b. does not reinstate or increase the Limit of Liability.

does not apply to **Claims** that are covered under any subsequent insurance the Named Insured purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such **Claims**.

**10. Loss Payee means:**

Beneficiaries of No-fault Compensation including but not limited to Employees, vendors, as more specifically defined in **Policy schedule**

**11. Named Insured, You, Your**

**Named Insured** means an entity and its **Subsidiary** specified in the **Policy Schedule**.

**12. No fault Liability Schedule means:**

Schedule of **Compensation** amount as agreed by **Us** as per **No Fault Liability Schedule** attached to **Policy Schedule**.

**13. Occurrence**

**Occurrence** means

A fortuitous event or an accident, including continuous, intermittent or repeated exposure to substantially the same general harmful conditions.

For the purposes of this **Policy**, where a series of, and/or several **Bodily Injuries** and/or **Property Damages** arise out of, are a result of or are attributable directly or indirectly to the same actual or alleged event, condition, cause, all such **Bodily Injuries** and/or **Property Damages** shall be deemed to have been caused by the same single **Occurrence**, irrespective of the period or area over which the **Bodily Injuries** and/or **Property Damages** occur.

**14. Participation Percentage**

**Participation Percentage** means the specified Percentage of the admissible **Claim** amount as stated in the **Policy Schedule**.

**You** will pay the **Compensation** arising out of **Bodily Injuries** and/or **Property Damages** which exceeds the **Deductible** to the extent of the **Participation Percentage** stated in the **Policy Schedule**.

No coverage will apply under this **Policy** if **You** obtain insurance for offsetting **Your** liability towards the **Participation Percentage**.

**15. Personal Injury**

**Personal Injury** means injury, other than **Bodily Injury**, arising out of one or more of the following Offenses:

- 15.1.** false arrest, detention, false imprisonment, wrongful imprisonment, malicious prosecution or humiliation;
- 15.2.** the publication or utterance of a statement that is libelous or slanderous, or of other defamatory or derogatory material, or a publication or utterance in violation of any individual's right of privacy except:
- 15.3.** when the first such publication or utterance is related to any publication or utterance made prior to the commencement of this **Policy**; or
- 15.4.** when any such publication or utterance is made in the course of or is related to advertising, broadcasting, telecasting or publishing activities conducted by **You** or on **Your** behalf;
- 15.5.** wrongful entry or wrongful eviction or other invasion of the right to private occupancy;
- 15.6.** assault and battery not committed by **You** or at **Your** direction unless committed for the purpose of preventing or eliminating danger to persons or property;

**16. Policy period**

**Policy Period** means the period of time commencing on the Inception Date or **Retroactive Date** (as applicable) and terminating on the Expiration Date and Time shown in the **Policy Schedule**, at the address of the **Named Insured**, provided, however, that such Expiration Date may be modified in accordance with **General Condition 3 - Cancellation** of the **Policy**.

**17. Policy Schedule**

**Policy Schedule** means the document which includes but not limiting to details regarding the premium amount, Named Insured details, **No Fault Liability Schedule** details, **Loss Payee** details, **Policy Period**, **Deductible** and **Participation Percentage**, Limit of liability.

#### 18. Pollutant

**Pollutants** means any solid, liquid, gaseous, biological, radiological or thermal irritant, toxic, hazardous substance or contaminant, including but not limited to lead, smoke, vapor, dust, fibres, mould, spores, fungi, mycota or by-products, germs, soot, fumes, acids, alkalis, chemicals, lead or products containing lead and waste materials. Such waste materials includes, but is not limited to, materials to be recycled, reconditioned or reclaimed and nuclear materials.

**Pollutants** shall also mean a hazardous substance as defined under the Indian Public Liability Insurance Act, 1991 or any statutory amendments made thereto or modification thereof, or any other similar law for the time being in force.

#### 19. Pollution

**Pollution** means the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of any Pollutant whether in a solid, liquid, gas, odour, noise, vibration, electromagnetic radiation, ionising radiation, thermal or other form at any time.

#### 20. Policy

**Policy** means the Proposal, the provisions in this document, any endorsement to it (whether at or after inception) and the Schedule.

#### 21. Proposal

**Proposal** means the proposal form submitted by the **Named Insured** in applying for this **Policy** and all information and documentation accompanying it and incorporated by reference.

#### 22. Product

**Product** means

Any tangible goods or **Products** other than real Property after they have ceased to be in **Your** possession, custody or control which are or is deemed to have been manufactured, constructed, erected, installed, repaired, altered, serviced, renovated, treated, grown, extracted, produced, processed, assembled, imported, exported, sold, supplied, distributed or being traded under **Your** name or any person or organization whose Business or assets **You** have acquired , including any labelling, packaging, instructions and directions associated therewith and any container thereof other than a Vehicle associated with such container.

It does not include vending machines or other property loaned or rented to or located for the use of others but not sold by **You**.

#### 23. Property Damage

**Property Damage** means:

- a. Physical damage to, destruction of or Loss of tangible property including the Loss of use thereof at any time resulting therefrom subject to any properties specifically excluded in the Policy Schedule; or
- b. Loss of use and/or Loss of value of tangible property which has not been physically damaged, physically lost or physically destroyed, provided such Loss of use and/or Loss of value is caused by physical damage to, physical Loss of or physical destruction of other tangible property subject to any properties specifically excluded in the Policy Schedule

#### 24. Related Claim

**Related Claim** means any **Claims** alleging, arising out of, based upon or attributable to the same facts or alleged facts, or circumstances.

#### 25. Retroactive Date

**Retroactive Date** means the date(s) as shown in **Policy Schedule**.

This insurance does not apply to **Bodily Injury**, **Property Damage** which occurs before the **Retroactive Date**, and is always subject to

- a) Narrower of applicable Limits and
- b) Lower of applicable coverage
- c) Evidence of Expiring cover through until **Retroactive Date**

#### 26. Terrorism

**Terrorism** means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or

government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

**27. We, Us, Our, Digit, Insurer**

means Go Digit General Insurance Limited

**28. Your work means:**

**28.1.** Work or operations performed by **You** or on **Your** behalf; and

**28.2.** Materials, parts, or equipment furnished in connection with such work or operations.

**Your work** includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **Your** work; and
- b. The providing of or failure to provide warnings or instructions.

## Coverages

### **Insuring Clause**

**We** will pay **You** and /or **Loss payee** for all amounts as agreed by **Us** as per the **No fault Liability Schedule**, for which **You** become liable to pay as **Compensation** arising out of the following **Occurrence** during the **Policy period** within the **Coverage Territory** as a result of a **Claim** made by **You** and /or **Loss payee** in connection with **Your Business**, subject always to the Limit of No fault Liability mentioned in the **Policy Schedule**, terms, conditions, exclusions and **Deductible** and **Participation Percentage** of this **Policy**

**a. Bodily Injury;**

**b. Property Damage;**

Provided that,

- I. The bodily injury or property damage did not occur before the **Retroactive Date**, if any, shown in **Policy Schedule** or after the end of the **Policy period** or till such period if specifically agreed and mentioned in **Policy Schedule**; and
- II. A **Claim** for **Compensation** arising out of the bodily injury or property damage is first made against **You**, in accordance with the paragraph (III) below, during the **Policy period** or any **Extended Reporting Period** **We** agreed.
- III. A **Claim** by a person or organization seeking **Compensation** arising out of injuries or damages will be deemed to have been made at the earlier of the following times:
  - i. When notice of such **Claim** is received and recorded by **You** or by **us**, whichever comes first; or
  - ii. When **We** make settlement in accordance with the Insuring Clause 1 above.

All **Claims** for **Compensation** because of **Bodily Injury** to the same person, resulting at any time, will be deemed to have been made at the time the first of those **Claims** is made against **You**.

All **Claims** for **Compensation** because of **Property Damage** causing **Loss** to the same person or organization will be deemed to have been made at the time the first of those **Claims** is made against **You**.

### **1. Medical Expenses - Inbuilt Cover**

The Limit of Liability opted by **You** for Medical Expenses is mentioned in **Your Policy Schedule**, wherever applicable. These limits are within the Policy Aggregate Limit opted unless stated otherwise in **Your Policy Schedule** as per the Insuring Clause above.

#### Coverage:

**We** will pay the medical expenses described below, incurred by **You** as a result of **Bodily Injury** under the Insuring Clause above; Provided that:

1. The Bodily Injury takes place in the **Coverage Territory** and during the **Policy period** or till such period after the **Policy Expiry date** if specifically agreed and mentioned in **Policy Schedule**;
2. The injured person submits to examination, at **Our** expense, by physicians of **Our** choice as often as **We** reasonably require.

**We** will pay reasonable medical expenses as more specifically detailed in the No Fault Liability Schedule.

Subject always to the Limit of No Fault Liability mentioned in the **Policy Schedule** against this cover, terms, conditions, exclusions and **Deductible** and **Participation Percentage** of this **Policy**.

## **Special Provisions**

### **1. Extended Reporting Period**

If this **Policy** is neither renewed nor replaced with an insurance **Policy** for the same interest **You** shall be entitled to an **Extended Reporting Period** of number of days as opted by **You** and mentioned in Your Policy Schedule, granted automatically, from the date of expiry of the **Policy** provided no insurance is in force during this **Extended Reporting Period** for the same interest.

### **2. Limits of No-Fault Liability**

**We** will only be liable under this **Policy** for **Compensation** in respect of any **Bodily Injury and/or Property Damage** in excess of **Deductible** and **Participation Percentage**.

1. The Limits of No-Fault Liability shown in the **Policy Schedule** and the rules below specify the maximum **We** will pay regardless of the number of:
  - a) **Loss Payee**;
  - b) **Claims** made, brought; or
 Subject to the following paragraph, the Each **Occurrence** Limit stated in the **Policy Schedule** is the maximum **We** will pay in total for the sum of:
  - a) all **Compensation** for all any **Bodily Injury and/or Property Damage** arising out of any one **Occurrence**; and
2. The Aggregate Limit stated in the **Policy Schedule** is the maximum **We** will pay in total for the Sum of all **Compensation** for all **Bodily Injury and/or Property Damage** arising out of all **Occurrences** during each Policy Year.

All sums payable under this **Policy** for **Bodily Injury and/or Property Damage** will be paid by **Us** in the order that such sums are presented to **Us** for payment.

## **General Exclusions**

### **1. Premises and Operations Liability**

any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from arising out of any Premises and Operations Liability.

### **2. Product and Completed Operations Liability**

any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from arising out of any Product and Completed Operations Liability.

### **3. Professional Liability**

any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from the rendering of or failure to render professional advice or service by **You** or any error or omission in connection therewith.

### **4. Martial art or contact sport.**

any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising out of any **Bodily Injury** or **Property Damage** caused by any martial art or contact sport.

### **5. Personal Injury or Advertising injury**

any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from **Personal Injury** and/or **Advertising injury**

### **6. Aircraft, Auto or Watercraft**

**Bodily Injury** and/or **Property Damage** arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any **Named Insured**. Use includes operation and "loading or unloading."

### **7. Asbestos**

any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from asbestos or asbestos **Products** or asbestos contained in any **Products**. However, this Exclusion does not apply to



actual or alleged **Loss**, cost, expenses or liability where such **Loss**, cost, expense or liability is not related to asbestos content of goods, materials or **Products** or completed operations.

#### **8. Contractual liability**

any liability or obligation assumed by the **Named Insured** under any agreement or contract.

#### **9. Deliberate acts**

any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from any deliberate act or omission of the **Named Insured** or any **Employee** and which could reasonably have been expected, having regard to the nature and circumstances of such an act or omission.

#### **10. Information Technology hazards, Computer Data, Program and Storage media Exclusion**

- **Loss** of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any Business interruption, Losses resulting from such **Loss** or damage.
- **Loss** or damage resulting from impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any Business interruption Losses resulting from such **Loss** or damage.

#### **11. Progressions of known Bodily Injury and/or Property Damage:**

any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising out of **Bodily Injury** or **Property Damage** that is a change, continuation or resumption of any injury or damage Deemed Known, before the beginning of the **Policy period**, to have occurred.

#### **12. Expected or Intended Injury**

**Bodily Injury** or **Property Damage** expected or intended from the standpoint of the **Named Insured**. This exclusion does not apply to **Bodily Injury** resulting from the use of reasonable force to protect persons or property.

#### **13. Fines and Penalties**

Fines or financial penalties, punitive, exemplary, liquidated, aggravated or multiple damages whether imposed through a court of law, legislation or under a contractual arrangement or otherwise.

#### **14. Loss of Use**

The Loss of use of tangible property which has not been physically damaged or destroyed resulting from:

- i) a delay in or lack of performance by **You** or on **Your** behalf of any contract; or
- ii) the failure of a **Product** or any work performed by **You** or on **Your** behalf, to meet the level of performance, quality, fitness or durability warranted or represented by **You**. But this exclusion does not apply to Loss of use of other tangible property resulting from the sudden and accidental physical damage to or destruction of the **Product** or work performed by **You** or on **Your** behalf after the **Product** or work has been put to its intended use by any person or organization other than **You**.

#### **15. Radioactivity**

any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from

- I. Ionizing radiation or contamination by radioactivity from any nuclear fuel, weapon or waste whether occurring naturally or otherwise;
- II. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; or the storage, transport, assembly, disassembly, maintenance or operation of any nuclear Weapon or nuclear component thereof.

However, this exclusion does not apply to liability arising from radio-isotopes, radium or radium compounds when used away from the place where such are used or produced and when used exclusively incidental to ordinary industrial, educational, medical or research pursuits.

#### **16. War and Terrorism**

any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, insurrection, rebellion, revolution, mutiny, military or usurped power, riot, strike, lockout, military or popular uprising, civil commotion, martial law, **Terrorism** or loot, sack or pillage in connection therewith, or confiscation or

nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

#### **17. Prior Acts**

any liability arising from or attributable to any **Bodily Injury and/or Property Damage** first occurring prior to the **Retroactive Date**, if any, specified in **Your Policy Schedule**.

#### **18. Prior Claims/ Circumstances**

This Insurance does not apply to any **Claims**, circumstances made prior to the inception of this **Policy** including any **Related Claims** thereto, or arising out of, based upon or attributable to a circumstance which has been properly notified under any other policy or certificate of insurance attaching prior to the inception of this **Policy** including any **Related Claims** thereto.

#### **19. Employee's Compensation and Similar Laws**

This insurance does not apply to any obligation of the **Named Insured** under any **Employee's Compensation**, disability benefits or unemployment **Compensation** law or any similar law.

#### **20. Employer's Liability**

This insurance does not apply to **Bodily Injury** to the brother, child, parent, sister or spouse of Your **Employee** as a consequence of any **Bodily Injury** to Your **Employee** unless specifically agreed and mentioned in Your **Policy Schedule**:

- I. whether the **Named Insured** may be liable as an employer or in any other capacity; and
- II. to any obligation to share damages with or repay someone else who must pay damages because of any injury described above.

#### **21. Pollution**

1. This insurance does not apply to any damages, **Loss**, cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **Pollutants**.
2. This insurance does not apply to any damages, **Loss**, cost or expense arising out of any:
  - I. demand, order, request or regulatory or statutory requirement that any **Named 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 **Pollutants**; or
  - II. **Claim** or proceeding 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 **Pollutants**.

Points 1. and 2. above apply regardless of whether or not the **Pollution** was accidental, expected, gradual, intended or preventable.

#### **22. Sanctions and Limitations**

**We** shall not 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 **Us** to any sanction, prohibition or restriction under United Nations resolutions or trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

#### **23. Iran Risk Clause**

This **Policy** does not provide any cover and does not include any liability to pay any **Claim** or provide any benefit hereunder, in respect of any risk related to Iran, unless such risk is specifically disclosed and agreed in writing by the insurer.

## **General Conditions**

### **1. Admission of Liability**

Unless **You** have obtained **Our** prior written consent, neither **You** nor any of **Your Employees**, agents or others acting on **Your** behalf may:

- a. admit liability, fault or guilt in connection with any **Occurrence** or
- b. do anything that might be seen as an admission of liability, fault or guilt unless permissible in law; or
- c. settle any **Claim**, even though it may be within the amount of the **Deductible and Participation Percentage**.

### **2. Alteration of Risk**

Any alteration or addition or change materially affecting the facts or circumstances existing at the commencement of or during the course of this **Policy** or at any subsequent renewal date, shall be notified to **Us** as soon as such change comes to **Your** notice.

**We** reserve the right to accept or deny coverage at the time of such notification and to establish a separate rate and premium for any such coverage.

Notice to any agent or knowledge possessed by any agent or any other person with respect to any alteration or addition shall not effect a change in any part of this **Policy** or prevent **Us** from asserting any right under the terms of this **Policy**, nor shall the terms of this **Policy** be changed, except by endorsement issued by **Us** and made a part of this **Policy**.

### 3. Cancellation

#### a. Cancellation by You

**Policy** may be cancelled at Your option with Fifteen (15) days' notice of cancellation and **We** will be entitled to retain premium on short period scale of rates for the period for which the cover has been in existence prior to the cancellation of the **Policy**. The balance premium, if any, will be refundable to You.

In case of cancellation of **Policy** by You, premium would be refunded as per below table subject to there being no **Claim** under the **Policy**:

Period on Risk	% of Premium to be Refunded
Not Exceeding 3 Months	50% of the Annual Premium
Exceeding 3 Months but not exceeding 6 months	15% of the Annual Premium
Exceeding 6 Months but not exceeding 9 months	5% of the Annual Premium
Exceeding 9 Months	0% of the Annual Premium

#### b. Cancellation by Insurer:

This insurance may also at any time be terminated at the option of the **Insurer**, on Fifteen (15) days' notice to that effect being given to the Named Insured on ground of mis-representation, fraud, non-disclosure of material facts and non-co-operation by the Named Insured and there would be no refund of premium.

c. **Your Policy** will automatically be cancelled from the time **Your Business** becomes insolvent or is wound up or is permanently discontinued or a liquidator, administrator, receiver, manager and / or **Trustee** in bankruptcy is appointed to **You** or any of **Your** assets.

d. No refund of premium shall be due if the **Named Insured** has made a **Claim** under this **Policy**.

### 4. Settlements

**We** in the case of any **Claim** pay to the first **Named Insured or Loss Payee** the amount of **Our** applicable **Limit of No fault Liability** less **Deductible** and **Participation Percentage**. Upon such payment being made there is no further cover available under the **Policy** for that **Claim** and shall constitute a full and complete release and discharge of **Our** liabilities in respect of all and any such **Loss** whether suffered directly by the **Named Insured** and/or **Loss Payee**.

### 5. Dispute Resolution (Arbitration)

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

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

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

### 6. Interpretation

Words and expressions in the singular shall include the plural, and vice versa. Also, where a term of this **Policy** is not specifically defined, it is agreed that the definition normally attributed to it by any applicable law or business practice shall apply. In this **Policy** capitalised and bolded words have special meaning and are defined.

This **Policy**, its Schedule and any endorsements are one contract in which, unless the context otherwise requires:

- (i) headings are descriptive only, not an aid to construction;
- (ii) the male includes the female and neuter;
- (iii) all references to specific legislation include amendments to and re-enactments of such legislation; and
- (iv) references to positions, offices or titles shall include their equivalents in any jurisdiction in which a **Claim** is made or **Inquiry** conducted.

## **7. Duties in the Event of Occurrence of Claim**

- 1) **You** must notify **Us** in writing immediately of any **Occurrence** which may result in a **Claim**. To the extent possible, notice must include –
  - i) how, when and where the **Occurrence** took place;
  - ii) the names and addresses of any injured persons and witnesses; and
  - iii) the nature and location of any injury or damage arising out of the **Occurrence**.
- 2) **You** must notify **Us** of any impending prosecution, inquest or fatal accident **Inquiry**. If a **Claim** is made against **You**, **You** must immediately give **Us** notice of the specifics of the **Claim**. **You** must: -
  - i) immediately send **Us** a copy of any demand, letter, writ, **Claim**, notice of arbitration, process, notice, summons or legal paper received in connection with the **Claim**; and
  - ii) retain unaltered and unrepaired any machinery, plant, appliances or things in any way causing or connected with any event which might give rise to a **Claim** under this **Policy** for such time as **We** may reasonably require.
- 3) Upon **Our** request **You** must
  - i) authorize **Us** to obtain records and other information,
  - ii) cooperate with **Us** in the investigation, settlement or defence of the **Claim**; and
  - iii) assist **Us** in the enforcement of any right against any person or organization which may be liable to **You** because of **Bodily Injury** or **Property Damage** to which this insurance may also apply.
- 4) When there is an **Occurrence** which may involve this **Policy**, the **Named Insured** may, without prejudice as to liability, proceed immediately with settlements with respect to such settlements provided that such settlements, in their aggregate, do not exceed the **Deductible and Participation Percentage** shown in the Schedule. The **Named Insured** will promptly notify **Us** of any such settlements made.

## **8. Examination of Your Books and Records**

**We** may examine and audit **Your** books and records as they relate to this **Policy** at any time during the **Policy period** and until the later of three years after termination of this **Policy** or one year after final disposition of all **Claims** arising out of any **Occurrence**, provided notice of which has been given under this **Policy**.

## **9. Related Claims**

If during the **Policy period**, a **Claim** is made, or a circumstance is notified in accordance with the requirements of this **Policy** any **Related Claim** made after expiry of the **Policy period** will be accepted by **Us** as having been:

- (i) made at the same time as the notified **Claim** was made or the relevant circumstance was notified; and
- (ii) notified at the same time as the notified **Claim** or circumstance.

All **Related Claims** shall be deemed to be one single **Claim** and deemed to be made at the date of the first **Claim** of the series or at the first circumstance notified, whichever is first.

## **10. Governing Law & Jurisdiction**

Where legally permissible and subject to all terms and conditions of this **Policy**, this **Policy** shall apply to any **Claim** made against **You** within **Coverage Jurisdiction** stated in the **Policy Schedule**.

Any interpretation of this **Policy** relating to its construction, validity or operation shall be made exclusively in accordance with the Indian laws.

## **11. Inspections and Surveys**

**We** have the right, but **We** are not obligated to:

- i) make inspections and/or surveys at any time
- ii) give **You** the reports on the conditions that **We** find; and

iii) recommend changes

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. **We** do not make safety or compliance inspections. **We** do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public, nor do **We** warrant that conditions are safe or healthful or comply with laws, regulations, codes and standards.

## **12. Legal Action against Us**

No person or organization has a right under this insurance to:

- join **Us** as a party or otherwise bring **Us** into a **Suit** seeking damages from an Named Insured; or
- a person or organization may sue **Us** to recover on an Agreed Settlement or on a final judgment against an Insured obtained after an actual
- trial in a civil proceeding; or
- arbitration or other alternative dispute resolution proceeding; but **We** will not be liable for any damages, **Loss**, cost or expense not payable under the terms and conditions of this insurance or in excess of the applicable Limits of Insurance.

The terms and conditions of this insurance shall be governed by and construed in accordance with the laws of India. If any person or organization sues **Us** on this insurance or as a result of a dispute arising out of, in connection with or relating to this insurance, then such legal proceeding against **Us** must be brought in and determined exclusively in the courts of India, subject to first complying with the Arbitration proceedings provisions set out above.

## **13. Notice**

Any notice required to be given under this **Policy**:

- i) By **You** will be given to **Us** only by mailing or delivering such notice at the address shown in the **Policy Schedule**. Notice to **Our** or **Your** agent will not constitute notice to **Us**.
- ii) **By Us** will be given by mailing or delivering such notice to the **Named Insured** first shown in the **Policy Schedule** at the address shown therein.

If notice is mailed, proof of mailing will be sufficient proof of notice.

## **14. Other Insurance**

If other valid and collectible insurance is available to the **Insured** for **Bodily Injury** and/or **Property Damage** or any other Expenses covered under this **Policy**, other than insurance that is issued specifically as insurance in excess of the Insurance afforded by this **Policy**, and irrespective of-

- i) when such other insurance incepts or terminates;
- ii) which insurer provides such other insurance; and
- iii) the basis on which such other insurance applies or is triggered;

this **Policy** shall be excess of and shall not contribute with such other insurance

Nothing in this **Policy** shall be construed to make this **Policy** subject to any of the terms of other insurance.

## **15. Fraudulent Claims**

If any Named Insured shall give any notice or **Claim** cover for any **Loss** under this **Policy** knowing such notice or **Claim** to be false or fraudulent as regards amounts or otherwise, such **Loss** shall be excluded from cover under the **Policy**, and the Insurer shall have the right, in its sole and absolute discretion, to avoid its obligations under or void this **Policy** in its entirety, and in such case, all cover for **Loss** under the **Policy** shall be forfeited, all premium shall be deemed fully earned and non-refundable and the **Named insured** shall reimburse the Insurer for any payments made under this **Policy**.

## **16. Plurals, Headings and Titles**

The descriptions in the headings and titles of this **Policy** are solely for reference and convenience and do not lend any meaning to this contract. Words and expressions in the singular shall include the plural and vice versa. In this **Policy**, words in Bold typeface have special meaning and are defined. Words that are not specifically defined in this **Policy** have the meaning normally attributed to them.

## **17. Policy Modifications**

This **Policy** contains all the agreements between **You** and **Us** concerning the insurance afforded. This **Policy's** terms can be amended or waived only by endorsement issued by **Us** and made a part of this **Policy**.

## **18. Reasonable Care**



Without exception, **You** and **Your Employees** must take all reasonable steps to prevent incurring any **Loss**, damage or liability.

#### 19. **Renewal**

**Digit** is not bound to accept any renewal premium or give notice that renewal is due. Under normal circumstances, renewal will not be refused except on the grounds of moral hazard, misrepresentation or fraud of the **Named Insured**. The renewal premium shall be as per the rates approved by the Insurance Regulatory and Development Authority of India (“IRDAI”) on the date of renewal for this **Product**.

#### 20. **Submission means:**

- i. each and every signed proposal form, the statements, warranties, and representations therein, its attachments either in physical or in electronic format;
- ii. the financial statements of any **Named Insured**; and
- iii. other Documents of any **Named Insured** filed with a regulator and all other material information; submitted to **Us** in connection with this **Policy**.

#### 21. **Terms**

All statements made in the Proposal for this **Policy** and any material submitted therewith, as a supplement thereto, or required thereby, either in physical or in electronic format are the basis of this **Policy** and, together with the **Policy Schedule** and any Endorsements to this **Policy**, are hereby deemed material and are incorporated into and made a part of this **Policy** and this **Policy** is issued in reliance upon such Proposal and other material submitted to **Us**.

#### 22. **Transfer of Rights of Recovery against Others (Subrogation)**

**You** shall take all steps necessary or such steps as are required by **Us** before or after any payment by **Us** under this **Policy** to preserve the rights and remedies which **You** may have to recover the **Loss**. If any payment is to be made under this **Policy** in respect of a **Claim**, **We** shall be subrogated to all **Your** rights of recovery whether or not payment has in fact been made and whether or not **You** have been fully compensated for its actual **Loss**. **We** shall be entitled to pursue and enforce such rights in **Your** name, who, both before and after payment under this **Policy**, shall provide **Us** with all reasonable assistance and co-operation in doing so, including the execution of any necessary instruments and papers. **You** shall do nothing to prejudice **Our** rights under this subrogation clause.

**We** agree not to exercise any such rights of recovery against any **Employee** unless the **Claim** is brought about or contributed to by the dishonest, fraudulent, intentional criminal or malicious act or omission of the **Employee**. In its sole discretion, the Insurer may, in writing, waive any of its rights set forth in this Subrogation Clause.

Any amounts recovered in accordance with this clause shall be applied in the following order:

- (i) to compensate **Us** and **You** for the costs incurred in making the recovery (such payment to be allocated between **Us** and **You** in the same proportions as they have borne the costs thereof); and
- (ii) to **Us** up to the amount of the **Loss** paid by **Us**; and
- (iii) to **You** in respect of any uninsured element of the **Claim** (including the **Deductible** and **Participation Percentage** under this **Policy**).

#### 23. **Transfer of Rights and Duties (Assignment)**

**Your** rights and duties under this **Policy** may not be transferred without **Our** written consent except in the case of the death of an individual who is a Loss Payee.

#### 24. **Customer Grievance Redressal Policy:**

We hope that We never leave You dissatisfied. However, if You ever wish to lodge a complaint, please feel free to call our Toll-free number 1-800-258-5956 or email the customer service desk at [hello@godigit.com](mailto:hello@godigit.com).

Senior citizens can now contact us on 1-800-258-5956 or write to us at [seniors@godigit.com](mailto:seniors@godigit.com).

After investigating the matter internally and subsequent closure, We will send You Our response. If You do not get a satisfactory response from Us and You wish to pursue other avenues for redressal of grievances, You may approach Insurance Ombudsman appointed by IRDAI under the Insurance Ombudsman Scheme. The contact details of the Insurance Ombudsman Centres are mentioned below: (Note: Address and contact number of Governing Body of Insurance Council).

Office Location	Contact Details	Jurisdiction of Office (Union Territory, District)
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AHMEDABAD	Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06, Email: bimalokpal.ahmedabad@ecoi.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
BENGALURU	Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049, Email: bimalokpal.bengaluru@ecoi.co.in	Karnataka.
BHOPAL	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202, Fax: 0755 - 2769203, Email: bimalokpal.bhopal@ecoi.co.in	Madhya Pradesh, Chhattisgarh.
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 /2596455, Fax: 0674 - 2596429, Email: bimalokpal.bhubaneswar@ecoi.co.in	Orissa.
CHANDIGARH	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468, Fax: 0172 - 2708274, Email: bimalokpal.chandigarh@ecoi.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh.
CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284, Fax: 044 - 24333664, Email: bimalokpal.chennai@ecoi.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).
DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23239633 / 23237532, Fax: 011 - 23230858 Email: bimalokpal.delhi@ecoi.co.in	Delhi.
GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2132204 / 2132205, Fax: 0361 - 2732937, Email: bimalokpal.guwahati@ecoi.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
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 - 65504123 / 23312122, Fax: 040 - 23376599, Email: bimalokpal.hyderabad@ecoi.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.
JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363, Email: Bimalokpal.jaipur@ecoi.co.in	Rajasthan.
ERNAKULAM	Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg, Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338, Fax: 0484 - 2359336, Email: bimalokpal.ernakulam@ecoi.co.in	Kerala, Lakshadweep, Mahe-a part of Pondicherry.
KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340, Fax: 033 - 22124341, Email: bimalokpal.kolkata@ecoi.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.

LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331, Fax: 0522 - 2231310, Email: bimalokpal.lucknow@ecoi.co.in	Districts of Uttar Pradesh: Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, 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.
MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960, Fax: 022 - 26106052, Email: bimalokpal.mumbai@ecoi.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddha Nagar, U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253, Email: bimalokpal.noida@ecoi.co.in	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.
PATNA	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952, Email: bimalokpal.patna@ecoi.co.in	Bihar, Jharkhand.
PUNE	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555, Email: bimalokpal.pune@ecoi.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

Note: GOVERNING BODY OF INSURANCE COUNCIL, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106889 / 671 / 980, Fax: 022 - 26106949, Email: [inscoun@ecoi.co.in](mailto:inscoun@ecoi.co.in)

## Digit Industrial All Risk Insurance Policy Add-On Covers/Clauses/Endorsements

Below mentioned are the add-on covers available under Standard Fire and Special Perils Policy (Retail). The add-on(s) applicable to Your Policy are mentioned in Your Policy Schedule.

Sr. No.	Name of Product/Add-On	Product UIN
1.	Earthquake (Fire and Shock)	IRDAN158CP0004V01201920/A0089V01201920
2.	Involuntary Betterment/Technological Advancements/Obsolete Equipment Clause	IRDAN158CP0004V01201920/A0090V01201920
3.	Inadvertent Omission to Insure/Omission to Insure additions/Alteration or extensions	IRDAN158CP0004V01201920/A0091V01201920
4.	Professional Fees for Technicians, Accountants and Legal Services.	IRDAN158CP0004V01201920/A0092V01201920
5.	Preparation of Lost records/Computer Records, Valuable Papers & Records Clause/Cost of Re-writing records clause/Plans, Documents & Archives	IRDAN158CP0004V01201920/A0093V01201920
6.	Undamaged Parts Clause/Destruction of Sound Property	IRDAN158CP0004V01201920/A0094V01201920
7.	Cover for Employees' Personal Property and Personal effects	IRDAN158CP0004V01201920/A0095V01201920
8.	Minor Works Extension	IRDAN158CP0004V01201920/A0096V01201920
9.	Floater Clause	IRDAN158CP0004V01201920/A0097V01201920
10.	Declaration Clause	IRDAN158CP0004V01201920/A0098V01201920
11.	Capital Additions/Newly Acquired Property or Interest/New Acquisitions/Merger and Acquisition/New Location Cover	IRDAN158CP0004V01201920/A0099V01201920
12.	Brand/Trademarks	IRDAN158CP0004V01201920/A0100V01201920
13.	Expediting Costs	IRDAN158CP0004V01201920/A0101V01201920
14.	Start-Up/Shut-Down Cost	IRDAN158CP0004V01201920/A0102V01201920
15.	Immediate Repairs	IRDAN158CP0004V01201920/A0103V01201920
16.	Additional Customs Duty	IRDAN158CP0004V01201920/A0104V01201920
17.	Contamination and Co-mingling of stocks	IRDAN158CP0004V01201920/A0105V01201920
18.	Catalysts and Consumable interests in process	IRDAN158CP0004V01201920/A0106V01201920
19.	Protection and Preservation of Property/Precautionary Measures/Loss Minimization	IRDAN158CP0004V01201920/A0107V01201920
20.	Contract Works	IRDAN158CP0004V01201920/A0108V01201920
21.	Sue and Labour Charges	IRDAN158CP0004V01201920/A0109V01201920
22.	Prevention of Access (Applicable to Business Interruption Section)	IRDAN158CP0004V01201920/A0110V01201920
23.	Denial of Access (Applicable to Business Interruption Section)	IRDAN158CP0004V01201920/A0111V01201920
24.	Service Interruption Time Element (Extension to cover loss due to accidental failure of public electricity/ gas/ water supply)(Applicable to Business Interruption Section)	IRDAN158CP0004V01201920/A0112V01201920
25.	Growing Plants, Crops And Trees, Landscaping	IRDAN158CP0004V01201920/A0113V01201920
26.	Lawns, Plants, Shrubs or Trees	IRDAN158CP0004V01201920/A0114V01201920
27.	Decontamination and Cost of Clean Up Expenses/Industry's Seepage, Pollution And Contamination Clause	IRDAN158CP0004V01201920/A0115V01201920

28.	De watering Expenses	IRDAN158CP0004V01201920/A0116V01201920
29.	Additional Increased Cost of Working (Applicable to Business Interruption Section)	IRDAN158CP0004V01201920/A0117V01201920
30.	Property Outside the Insured Premises/ Property in Off-site Storage	IRDAN158CP0004V01201920/A0118V01201920
31.	Fire Extinguishing / Fighting Expenses	IRDAN158CP0004V01201920/A0119V01201920
32.	Goods held in trust	IRDAN158CP0004V01201920/A0120V01201920
33.	Automatic Reinstatement Clause	IRDAN158CP0004V01201920/A0121V01201920
34.	Building Ordinance/Civil or Local Authorities Clause, Demolition and Increased Cost of Construction	IRDAN158CP0004V01201920/A0122V01201920
35.	Cost of Demolition and Debris Removal	IRDAN158CP0004V01201920/A0123V01201920
36.	Supplier's Extension (Applicable to Business Interruption Section)	IRDAN158CP0004V01201920/A0124V01201920
37.	Customer's Extension (Applicable to Business Interruption Section)	IRDAN158CP0004V01201920/A0125V01201920
38.	Insured property stored at other situations (Applicable to Business Interruption Section)	IRDAN158CP0004V01201920/A0126V01201920
39.	Group Interdependency (Applicable to Business Interruption Section)	IRDAN158CP0004V01201920/A0127V01201920
40.	Interdependency Cover (Applicable to Business Interruption Section)	IRDAN158CP0004V01201920/A0128V01201920
41.	Key and lock clause	IRDAN158CP0004V01201920/A0129V01201920
42.	Accounts Receivable	IRDAN158CP0004V01201920/A0130V01201920
43.	Cost of Clearing Drains Clause	IRDAN158CP0004V01201920/A0131V01201920
44.	Cleaning up and Other Costs	IRDAN158CP0004V01201920/A0132V01201920
45.	Customer's Goods Clause	IRDAN158CP0004V01201920/A0133V01201920
46.	Property in Course of Construction/Erection	IRDAN158CP0004V01201920/A0134V01201920
47.	Land and Water Contaminant Cleanup, Removal and Disposal	IRDAN158CP0004V01201920/A0135V01201920
48.	Deferred Payments	IRDAN158CP0004V01201920/A0136V01201920
49.	Exhibition, Exposition, Fair or Trade Show	IRDAN158CP0004V01201920/A0137V01201920
50.	Fine Arts/Works of Art	IRDAN158CP0004V01201920/A0138V01201920
51.	Undamaged Foundations	IRDAN158CP0004V01201920/A0139V01201920
52.	Green Clause	IRDAN158CP0004V01201920/A0140V01201920
53.	Property under Care Custody and Control/Non Owned Assets	IRDAN158CP0004V01201920/A0141V01201920
54.	Inland Transit	IRDAN158CP0004V01201920/A0142V01201920
55.	Land Improvements	IRDAN158CP0004V01201920/A0143V01201920
56.	Margin Clause	IRDAN158CP0004V01201920/A0144V01201920
57.	Metered Water	IRDAN158CP0004V01201920/A0145V01201920
58.	Modification cost/Incompatibility expenses	IRDAN158CP0004V01201920/A0146V01201920
59.	Tenant's Liability	IRDAN158CP0004V01201920/A0147V01201920
60.	Obsolete Spare Parts	IRDAN158CP0004V01201920/A0148V01201920
61.	Sprinkler Up-Grading Costs	IRDAN158CP0004V01201920/A0149V01201920
62.	Unrepaired Damage	IRDAN158CP0004V01201920/A0150V01201920
63.	Deliberate Damage	IRDAN158CP0004V01201920/A0151V01201920
64.	Soft Costs – Course of Construction (Applicable to Business Interruption Section)	IRDAN158CP0004V01201920/A0152V01201920
65.	Minimum Demand Charges (Applicable to Business Interruption Section)	IRDAN158CP0004V01201920/A0153V01201920

66.	Export tax benefits (Applicable to Business Interruption Section)	IRDAN158CP0004V01201920/A0154V01201920
67.	Internal Decoration Fixtures and Fittings	IRDAN158CP0004V01201920/A0155V01201920
68.	Unnamed Locations	IRDAN158CP0004V01201920/A0157V01201920
69.	Waiver of Subrogation	IRDAN158CP0004V01201920/A0158V01201920
70.	Loss of Attraction (Applicable to Business Interruption Section)	IRDAN158CP0004V01201920/A0159V01201920
71.	Professional Accountants' and Auditors' Clause (Applicable to Business Interruption Section)	IRDAN158CP0004V01201920/A0160V01201920
72.	Molten Metal Spillage Clause	IRDAN158CP0004V01201920/A0161V01201920
73.	Accidental Damage Clause	IRDAN158CP0004V01201920/A0162V01201920
74.	Boiler & Machinery Clause	IRDAN158CP0004V01201920/A0163V01201920
75.	Electrical Appliance Clause	IRDAN158CP0004V01201920/A0164V01201920
76.	Pair and Set Clause	IRDAN158CP0004V01201920/A0165V01201920
77.	Non-Vitiation Clause	IRDAN158CP0004V01201920/A0166V01201920
78.	Spontaneous Combustion	IRDAN158CP0004V01201920/A0167V01201920
79.	Smoke Damage	IRDAN158CP0004V01201920/A0168V01201920
80.	House breaking clause	IRDAN158CP0004V01201920/A0169V01201920
81.	Temporary Removal of Property	IRDAN158CP0004V01201920/A0170V01201920
82.	Departmental Clause (Applicable to Business Interruption Section)	IRDAN158CP0004V01201920/A0171V01201920
83.	Accumulated Stock Clause (Applicable to Business Interruption Section)	IRDAN158CP0004V01201920/A0172V01201920
84.	Alternative Basis Clause (Applicable to Business Interruption Section)	IRDAN158CP0004V01201920/A0173V01201920
85.	Mould and Fungi Clause	IRDAN158CP0004V01201920/A0174V01201920
86.	Vehicle Load Clause	IRDAN158CP0004V01201920/A0175V01201920
87.	Primary and Non-Contributory	IRDAN158CP0004V01201920/A0176V01201920
88.	Broad Water Damage	IRDAN158CP0004V01201920/A0178V01201920

### 1. Earthquake (Fire and Shock)

Policy may be extended to cover the Earthquake (Fire and Shock) subject to following endorsement wordings:

If option to delete STFI peril is exercised

“In consideration of payment of additional premium, it is hereby agreed and declared that notwithstanding anything stated in the printed exclusions of this policy to the contrary, this Insurance is extended to cover loss or damage (including loss or damage by fire) to any of the property Insured by this policy occasioned by earthquake including Landslide / Rockslide resulting therefrom but excluding flood or overflow of the sea, lakes, reservoirs and rivers caused by Earthquake. Provided always that all the conditions of this policy shall apply (except in so far as they may be hereby expressly varied) and that any reference therein to loss or damage by fire shall be deemed to apply also to loss or damage directly caused by any of the perils which this insurance extends to include by virtue of this endorsement.”

If option to delete STFI peril is not exercised

“ In consideration of payment of additional premium, it is hereby agreed and declared that notwithstanding anything stated in the printed exclusions of this policy to the contrary, this Insurance is extended to cover loss or damage (including loss or damage by fire) to any of the property Insured by this policy occasioned by or through or in consequence of earthquake

including flood or overflow of the sea, lakes, reservoirs and rivers and/or Landslide / Rockslide resulting therefrom.

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

**Special conditions**

a. Excess clause

The Excess mentioned on the Policy Schedule.

b. Extension cover shall be granted only if the entire property in one complex / compound / location covered under the policy is extended to cover this risk and the Sum Insured for this extension is identical to the Sum Insured against the risk covered under main policy except for the value of the plinth and foundations of the building(s).

c. Onus of proof

In the event of the Insured making any claim for loss or damage under this policy he must (if so required by the Company) prove that the loss or damage was occasioned by or through or in consequence of earthquake.

**2. Involuntary Betterment/Technological Advancements/Obsolete Equipment Clause**

Notwithstanding Condition of Reinstatement, In the event that new Property Insured of like kind and quality is not obtainable, Property Insured which is as similar as possible to that which has sustained Damage and which is capable of performing the same function shall be deemed to be new Property Insured of like kind and quality and in no event shall this be considered as a betterment to the Insured.

In the event of replacement with new Property Insured, the Insurer will pay the cost of purchasing and installing technologically current Property Insured, which is necessitated by incompatibility between new Property Insured installed to replace Property Insured which has sustained Damage and existing Property Insured which has not incurred Damage at the same or an interdependent location.

Provided always that:

1. Damage was directly caused to the Property Insured
2. The Insurer shall be liable only for the amount sufficient to enable the Insured to resume operations in substantially the same manner as before the Damage
3. The Insurer shall be liable for only the difference between
  - 3.1. the highest sales value of the existing Property Insured which has not incurred Damage at the same or interdependent location and
  - 3.2. The installed cost of the technologically current Property Insured

The liability of the Insurer shall not exceed the Limit of Indemnity stated in your Policy Schedule.

**3. Inadvertent Omission to Insure/Omission to Insure additions/Alteration or extensions**

In consideration of the payment of additional premium, this policy extends to cover inadvertent omissions, additions and/or alterations or extensions.

- i) The liability under this extension shall not to exceed \_\_\_% of the sum insured for equipments mentioned in the schedule.



- ii) The insured shall notify the company of each additional insurance as soon as it shall come to their knowledge and shall pay the appropriate additional premium thereon from the date of inception.
- iii) Following the advice of any additional insurance as aforesaid, cover by this extension shall be fully reinstated.
- iv) No liability shall attach to the company in respect any equipment while such equipment is otherwise insured.

If the insured fails to declare the values of such omissions within 30 days after expiry of the policy, there shall be no refund of the advance premium collected.

Limit: \_\_\_% of the Sum Insured as mentioned in schedule

#### **4. Professional Fees for Technicians, Accountants and Legal Services.**

In consideration of the payment of additional premium, the policy is extended to include any amount in respect of Technicians, Accountants, Legal Services or other fees necessarily incurred by the Insured in the reinstatement of the Insured property consequent upon its loss, destruction or damage by a peril not excluded in the Policy but not for preparing any claim.

Limit: Up to per event and in aggregate as agreed and specified in Schedule

Deductible: \_\_\_% of the claim amount subject to min of Rs. \_\_\_\_\_ for each and every claim.

#### **5. Preparation of Lost records/Computer Records, Valuable Papers & Records Clause/Cost of Re-writing records clause/Plans, Documents & Archives**

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that the insurance by this Policy extends to cover loss of data, data media and records including plans, documents and archives as well as its restoring or regeneration or reconstruction, up to a limit as specified in the Schedule subject to following.

1. The loss of data, data media and records having been caused by damage not excluded under this policy.
2. We will indemnify the Insured for the Cost, Charges and Expenses incurred in restoring or regenerating or reconstructing the documents but only for the value of the material and not for their value to the Insured, which may have been destroyed, damaged, lost, or mislaid following a claim admissible under the policy. It is understood that the said documents may consist of deeds, views, agreements, maps, plans, records, books, letters, certificates and the like, but bearer bonds, stamps, coupons, bank or currency notes or other negotiable instruments shall be deemed to be excluded from this insurance.
3. Data / Software backup being kept in fireproof safe.
4. The following special exclusions will apply:
  - a) Loss or damage for which the Repair Company or Maintenance Company is contractually liable.
  - b) Any cost for standard adjustment, rectifying functional failures and maintenance of Insured object unless necessary in connection with the repair of an Insured loss.
  - c) Normal wear and tear of media

- d) Erroneous programming, perforating, inadvertent cancelling of information or discarding of data media, loss of information caused by magnetic fields, loading or printing.
- e) Consequential loss of any kind

The indemnity provided herein shall be subject to the limit of indemnity as specified in your Policy Schedule.

#### **6. Undamaged Parts Clause/Destruction of Sound Property**

In consideration of the payment of additional premium, the policy stands extended to include replacement/ reinstatement of undamaged portions/parts of the insured property subject to condition that,

- a) Such replacement/reinstatement of undamaged portion/ part of the property is necessary as may be certified by Surveyor
- b) By such replacement of undamaged part, there is no technical improvement in performance, capacity or output
- c) Claim is payable only if there is an admissible claim under the main Policy

Sum Insured Limit: As specified in Schedule

#### **7. Cover for Employees' Personal Property and Personal effects**

The policy is extended to include the loss of or damage to Personal Property of employees for which the insured is responsible whilst at the insured premises provided that, the Insurers shall not be responsible for more than \_\_\_\_\_ Any One Accident and \_\_\_\_\_ in aggregate per occurrence.

Deductible: \_\_% of the claim amount subject to min of Rs. \_\_\_\_\_ for each and every claim.

#### **8. Minor Works Extension**

On payment of additional premium, it is hereby declared and agreed that, notwithstanding anything to the contrary in this policy or in any of its conditions, this policy is extended to include loss or damage to minor alterations and/or construction and/or re-construction and/or addition and/or maintenance and/or modifications and/or work carried out on any of the property insured under this policy against insured perils.

Notwithstanding other terms and conditions herein, this extension to the policy shall only pay in excess of more specific insurance if any, arranged in respect of minor works. This extension does not cover any loss or damage, to the property which, at the time of happening of such loss or damage, is insured under any project insurance policy.

It is further agreed and declared that, the loss of earnings, loss by delay, loss of market or any other consequential or indirect loss whatsoever, shall not be payable under this extension or even under corresponding Business Interruption policy if any, taken by the insured unless specifically agreed to in writing by the Company.

It is hereby agreed that the upper limit of any minor works covered under this add-on shall not exceed Rs. \_\_\_\_\_

### 9. Floater Clause

In consideration of additional premium charged over and above the policy rate the Sum Insured in aggregate under the policy is available for any one, more, or all locations as specified in respect of movable property.

At all times during the Policy Period the insured should have a good internal audit and accounting procedure under which the total amount at risk and the locations can be established at any particular time if required.

The changes in the address of locations specifically declared at inception should be communicated

### 10. Declaration Clause

The following clause shall be attached to Declaration Policy(ies).

1. In consideration of the premium by this policy being provisional in that it is subject to adjustment on expiry of each period of insurance.

"The Insured agrees to declare to the Company in writing the value of his stocks (other than retail) less any amount insured by Policies other than declaration policies, in each separate building or non-communicating compartment or in the open on the following basis namely 1] average of the values at risk on each day of the month or 2] the highest value at risk during the month and to make such declaration(s) latest by the last day of the succeeding month. Such declaration(s) shall be signed by the Insured or by a responsible person authorised to sign on his behalf.

If other policies on declaration basis cover the stocks hereby insured, the declarations shall be made so as to apportion to each policy a share of the value of the stocks insured under such declaration policies, PRO RATA to the respective amounts named in the policies.

In the event of a declaration not being made latest by the last day of the succeeding month, then the insured shall be deemed to have declared the Sum Insured hereby as the value at risk.

On the expiry of each period of insurance the premium shall be calculated on the average Sum Insured namely, the total of the values declared or deemed to have been declared divided by the number of declarations deemed to have been made.

If the resultant premium is less than the provisional premium, the difference shall be repaid to the Insured, but such repayment shall not exceed 50% of the provisional premium. Further it is hereby agreed and understood that no reduction in sum insured shall be allowed during the period of the policy

2. The basis of value for declarations shall be the market value and any loss hereunder shall be settled on the basis of the Market Value immediately anterior to the loss.
3. If at the time of any loss, there be any subsisting insurance or insurances on other than a declaration basis, whether effected by the Insured or by any other person or persons, covering the stocks hereby insured, this policy shall apply only to the excess of the value of such stocks at the time of the loss over the Sum Insured by such other insurance or

insurances, and this Company shall not be liable to pay or contribute more than that proportion of such loss which such excess (or, if there be other declaration insurances covering the same stocks, a rateable proportion of such excess) but not exceeding the Sum Insured hereby, bears to the total value of the stocks.

4. If after the occurrence of a loss it is found that the amount of the last declaration previous to the loss is less than the amount that ought to have been declared, then the amount which would have been recoverable by the Insured shall be reduced in such proportion as the amount of the said last declaration bears to the amount that ought to have been declared.
5. Notwithstanding the occurrence of loss it is understood that the Sum Insured will be maintained at all times during the period of the policy and the Insured therefore undertakes to pay extra premium on the amount of any loss pro rata from the date of such loss to the expiry of the period of insurance, the premium being calculated at the rate applicable to the stocks destroyed and such extra premium shall not be take into account in, and shall be distinct from, the final adjustment of premium.
6. In event of this policy being cancelled by the Insured during its period (whether stocks exist or not) the premium to be retained by the Company shall be the appropriate short period premium calculated on the average amount insured up to the date of cancellation, or 50% of the provisional premium whichever is greater. Notwithstanding the above, if the policy is cancelled by the insured after a loss has occurred, the premium to be retained by the company shall be the PRO RATA proportion of the premium calculated on the average amount insured up to the date of cancellation plus the PRO RATA proportion of the premium from the date of loss to the expiry of the period of insurance on the amount of loss paid, or 50% of the provisional premium whichever is greater.
7. The maximum liability of the Company shall not exceed the Sum Insured hereby and premium shall not be receivable on value in excess thereof. The Sum Insured may, however, be increased by prior agreement with the Company in which event the new Sum Insured and the date from which it is effective will be recorded on the policy by endorsement. In the event of an increase in the Sum Insured being agreed to, the Company shall charge on such increased sum an additional provisional premium on a basis proportionate to the unexpired period of the policy and upon expiry of each period of insurance the total provisional premium so paid shall be adjusted as provided for in Clause 1 above. If during the period of the policy, the rate for the class of risk to which the insurance applies is revised, and an increase in the Sum Insured under a Declaration Policy is agreed to, the Company shall charge on such increased sum an additional provisional premium on a basis proportionate to the unexpired period of policy, at the rate at which the insurance was originally effected and upon expiry of each period of insurance the total provisional premium so paid shall be adjusted as provided for in Clause 1 above.
8. If the stocks hereby insured shall at the time of loss be collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, on stock shall be separately subject to this condition.

9. It is warranted that every other policy on a declaration basis covering the stocks insured hereby shall be identical in wording with this policy.

10. This insurance is subject in all respects to the printed conditions of the policy except in so far as they may be varied by the above conditions.

**11. Capital Additions/Newly Acquired Property or Interest/New Acquisitions/Merger and Acquisition/New Location Cover**

On payment of additional premium and subject to the sub-limit shown in the Schedule, this Policy is extended to include, in so far as the same are not otherwise insured:

- a) any newly acquired machinery and plant or newly constructed buildings, and
- b) alterations additions and improvements to buildings subsequent to a certificate of completion,
- c) alterations additions and improvements to machinery and plant, at the Insured locations, but not in respect of any appreciation in value during the current Period of Insurance,

Provided that:

The Insured undertakes to give particulars within 30 days of commencement of the Insurer's liability and to effect specific insurance before the expiry of the Period of Insurance and to pay an additional premium.

It is to be clearly understood that in the event of failure of payment of additional premium by insured within 30 days from inception of Insurer's liability under this clause, Insurers shall not be liable for loss or damage to such new additions or any consequential loss till the time of payment of additional premium as demanded by Insurer.

**12. Brand/Trademarks**

On payment of additional premium, it is hereby declared and agreed that in the event of loss or damage by a peril insured against to property bearing a brand or trademark or which in any way carries or implies the guarantee or responsibility of the manufacturer or Insured, the salvage value of such damaged property shall be determined after removal in the customary manner of all such brands or trademarks or other identifying characteristics.

The Insured shall have full right to the possession of all goods involved in any loss under this policy and shall retain control of all damaged goods. The Insured, exercising reasonable discretion, shall be the sole judge as to whether the goods involved in any loss under this policy are fit or unfit for consumption or sale in open market. However, in all such cases of retention of damage goods by the Insured, Insurers shall be free to deduct a reasonable value of salvage at their discretion.

**13. Expediting Costs**

On payment of additional premium, it is hereby declared and agreed that, this Policy covers the reasonable and necessary costs incurred to pay for the temporary repair of insured damage to insured property and to expedite the permanent repair or replacement of such damaged property.

This Additional Coverage does not cover costs:

- 1) recoverable elsewhere in this Policy;  
or
- 2) of permanent repair or replacement of damaged property.

Insurers shall not be responsible for more than \_\_\_\_\_Any One Accident and \_\_\_\_\_in aggregate.

#### **14. Start-Up/Shut-Down Cost**

On payment of additional premium, it is hereby declared and agreed that, on the occurrence of an event which leads to a damage or loss covered under the base policy, this extension covers the cost necessary and reasonably incurred in start-up/shut-down for power and utilities such as electricity, water, steam, gas as well as feedstock, fuels or combustibles in a normal start-up procedure and subject to the sub-limit entered in the Schedule.

Start-up costs will not be recoverable under normal or emergency shut down operations.

#### **15. Immediate Repairs**

In consideration of the payment of additional premium and notwithstanding anything to the contrary in this policy or in any of its conditions, it is hereby agreed and declared that in the event of an admissible loss due to operation of an insured peril, the insured, if they so elect, may immediately begin repairs or reconstruction but such work shall at all times be open to supervision by the Company or their representatives and in case of dispute as to the cost of repair and / or reconstruction the loss shall be settled in accordance with the terms of this policy. The sole object of this condition being not to deprive the insured from the use of or in the operation of properties which may be necessary to their business/manufacturing.

It is also agreed and declared that the evidence of loss shall be photographed by the Insured and if any damaged items are replaced the same shall be preserved by the Insured for inspection by surveyors.

It is further noted and agreed that in the event of physical loss or damage to the property insured hereunder, the insured, at their sole discretion, shall have the option to accept repair or replacement terms as offered by the Original Equipment Manufacturer (OEM) regardless of any other terms offered from other suppliers, manufacturers or fabricators. Provided always that the difference between the OEM quote and the lowest quote doesn't exceed 25% of the lowest quote and quotes are based on the same technological specifications.

The Company's Liability shall not exceed the Sum Insured mentioned in the Policy Schedule against this add on cover.

#### **16. Additional Customs Duty**

On payment of additional premium, it is hereby declared and agreed that the insured shall also be indemnified during the Policy Period, toward the additional Custom Duty as mentioned in the Policy Schedule which may be incurred by the insured over and above the custom Duty amount taken into account in arriving at the Sum Insured of the affected item.

#### **17. Contamination and Co-mingling of stocks**

On payment of additional premium, it is hereby agreed that notwithstanding anything contained herein to the contrary, that this Policy extends to cover loss or damage to stocks as



a result of contamination and/or co-mingling whilst in the Insured's care, custody or control, subject to a limit as specified in the Schedule.

**18. Catalysts and Consumable interests in process**

On payment of additional premium, it is hereby declared and agreed that, catalysts and consumable materials in the course of process are covered to a maximum limit as specified in the Policy Schedule. This extension also covers loss of catalysts due to its sudden poisoning /deactivation by a cause not excluded.

**19. Protection and Preservation of Property/Precautionary Measures/Loss Minimization**

On payment of additional premium, it is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that in case of actual or imminent physical loss or damage of the type insured against by this Policy, this Policy is extended to cover the expenses incurred by the Insured in taking reasonable and necessary actions for the temporary protection and preservation of property insured hereunder, which expenses shall be added to the physical loss or damage otherwise recoverable, if any, under the Policy.

The indemnity provided herein shall be subject to the applicable deductible and the limit of indemnity as specified in the Schedule.

**20. Contract Works**

On payment of additional premium, it is hereby declared and agreed that the Property insured extends to include the permanent works and temporary works erected or in the course of erection in performance of the Contract and the materials and all other property of whatsoever nature or description for incorporation therein but excluding contractors' plant, fines and penalties assumed under contract and losses more specifically insured.

**Definition (applicable to the cover provided by this extension only):**

Contract shall mean any Contract with the Insured as Employer for the extension or refurbishment of existing Buildings with a construction period not exceeding twelve months in duration within the Territorial Limits.

Temporary Work are 'parts of the works that allow or enable construction/ erection of, protect, support or provide access to, the permanent works and which might or might not remain in place at the completion of the works.

Permanent work means the permanent works to be constructed/ Erected and completed in accordance of contract.

**21. Sue and Labour Charges**

On payment of additional premium, it is hereby declared and agreed that in case of loss or damage, or imminent loss or damage, to the Contract Works insured hereunder due to a cause indemnifiable under the Policy, it shall be lawful and necessary for the Insured, their factors, servants and assigns, to sue, labour, and travel for in and about the defence safeguard and recovery of the Property Insured hereunder or any part thereof without prejudice to this insurance, to the charges whereof the Insurers shall contribute according to the rate and quantity of the loss amount indemnifiable hereunder by the Insurers or which would have been indemnifiable hereunder by the Insurers but for the actions of the Insured; nor shall

such acts of the Insured or Insurers in recovering saving and preserving Property Insured in case of loss or damage be considered a waiver or an acceptance of abandonment.

In the case of imminent loss or damage the Insured shall take such action as they consider prudent to prevent or reduce loss of or damage to the Contract Works and shall inform the Insurers as soon as practicable thereafter.

The liability of the Insurers under this Endorsement shall not exceed the Limit of Liability stated in the Policy Declarations and shall be subject to the Deductibles specified in the Policy Schedule.

Deductible: \_\_\_% of claim amount subject to min of Rs. \_\_\_\_\_ for each and every claim

**22. Prevention of Access (Applicable to Business Interruption Section)**

In consideration of the payment of the additional premium shown in the policy/the Endorsement, it is hereby agreed and declared that, subject to the conditions of the Policy, Coverage under this section shall extend to include loss or reduction resulting from cessation, interruption, interference or inhabitation to the business as consequence of: -

- i. Physical destruction of or damage to property belonging to the Insured or property within a radius as shown in Policy Schedule from the insured premises (inland only & excluding port blockage) which prevents or hinders the use of or access to the premises;

The total liability under this Clause is limited to maximum of 4 weeks over and above the policy Business Interruption deductible, unless specifically agreed otherwise and mentioned in the Policy Schedule.

**23. Denial of Access (Applicable to Business Interruption Section)**

In consideration of the payment of the additional premium shown in the policy/the Endorsement, it is hereby agreed and declared that, subject to the conditions of the Policy, it is understood and agreed that loss resulting from interruption of or interference with the Business carried on by the Insured following

- a) physical loss or damage to property in the Vicinity of the Premises which prevents or hinders the use of the Premises or access thereto, whether the Premises or Property Insured of the Insured therein shall be damaged or not,
- b) interference with the Business carried out by the Insured in consequence of the said Premises or property within the Vicinity of the said Premises containing or thought to contain a harmful device provided that the Police shall be informed immediately the Insured is aware of the presence or suspected presence of such harmful device,
- c) interference with the Business carried on by the Insured in consequence of action by the Police Authority following danger or disturbance in the Vicinity of the Premises, which prevents or hinders the use of the Premises or access thereto.

Provided that:

- i) for the purposes of this Extension Vicinity shall mean within a radius as shown in Policy Schedule of the Insured's Premises
- ii) the liability of the Company does not exceed the Limit of Liability stated in the Schedule in respect of any one event
- iii) the aggregate liability of the Company in respect of all events occurring during any one Period of Insurance does not exceed the Limit of Liability stated in the Schedule

- iv) the Maximum Indemnity Period shall mean three months unless specifically agreed otherwise and mentioned in the Policy Schedule, and
- v) there shall be no liability under the Extension for loss arising from any cause within the control of the Insured
- vi) there shall be no liability under the Extension for loss for the first 24 hours of any interference with the Business, unless this time limit is modified and mentioned in the Policy Schedule

**24. Service Interruption Time Element (Extension to cover loss due to accidental failure of public electricity/ gas/ water supply) (Applicable to Business Interruption Section)**

**a) Failure of Electricity Supply :**

By payment of additional premium this extension shall cover Loss of Business Interruption resulting from interruption of or interference with the business carried on by the insured at the premises due to failure of electric supply at the terminal ends of the electricity service feeders from which the insured obtain electric Supply at the said premises directly due to Damage to property at an Electricity Station or Substation of Public Electricity Supply Undertaking from where insured obtains electricity supply. This would be limited to maximum period of 60 days ( 17% of Business Interruption value) subject to a condition that interruption exceeds 24 hrs, unless specifically agreed otherwise and mentioned in the Policy Schedule.

Limit: Any One Accident Rs. \_\_\_\_\_

**b) Failure of Gas Supply :**

By payment of additional premium this extension shall cover Loss of Business Interruption resulting from interruption of or interference with the business carried on by the insured at the premises due to failure of Gas supply at the terminal ends of Gas Supply Undertaking / Compressor station from where the insured obtains Gas Supply at the said premises. This would be limited to maximum period of 60 days ( 17% of Business Interruption value) subject to a condition that interruption exceeds 24 hrs, unless specifically agreed otherwise and mentioned in the Policy Schedule.

Limit: Any One Accident Rs. \_\_\_\_\_

**c) Failure of Water Supply :**

By payment of additional premium this extension shall cover Loss of Business Interruption resulting from interruption of or interference with the business carried on by the insured at the premises due to failure of Water supply at the terminal ends of the Water Supply Undertaking / Pumping station from where the insured obtains Water Supply at the said premises. This would be limited to maximum period of 60 days ( 17% of Business Interruption value) subject to a condition that interruption exceeds 24 hrs, unless specifically agreed otherwise and mentioned in the Policy Schedule.

Limit: Any One Accident Rs. \_\_\_\_\_

In no case the aggregate limit for a, b and c above shall exceed the amount as shown in the Policy Schedule and any modifications in the terms and conditions mentioned above in agreement with the Insured are specifically mentioned in the Policy Schedule.

**25. Growing Plants, Crops And Trees, Landscaping**

Notwithstanding anything to the contrary, on payment of additional premium, it is hereby declared and agreed that this Policy is extended to cover the reasonable cost of remaking, reconstituting, redesigning and purchasing as necessary in order to replace surrounding and internal landscape grounds and gardens within the premises following an accidental physical loss, destruction or damage, provided always that the plants, crops and trees are being grown for non-commercial purposes.

The liability of the Insurer shall not exceed the Limit of Indemnity stated in your Policy Schedule.

**26. Lawns, Plants, Shrubs or Trees**

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that the Company will pay for direct physical loss of or damage, in respect of the Policy, to lawns, plants, shrubs or trees occurring at such premises as described in the Schedule. This coverage does not apply to improvements at a golf course unless specifically mentioned in the Schedule. This coverage does not apply to loss or damage caused by or resulting from: windstorm and hail; vehicle damage; weight of snow, ice or sleet; and water damage.

The indemnity provided herein shall be subject to the limit of Indemnity as specified in The Schedule.

**27. Decontamination and Cost of Clean Up Expenses/Industry's Seepage, Pollution And Contamination Clause**

In consideration of the payment of additional premium, it is agreed and understood that, if the insured property is contaminated as a direct result of physical damage insured by this policy and there is in force at the time of loss any law or ordinance regulating contamination, including but not limited to the presence of pollution or hazardous material, then this policy covers as a direct result of enforcement of such law or ordinance, the increased cost of decontamination and/or removal of such contaminated insured property in a manner to satisfy such law or ordinance.

This additional coverage applies only to that part of insured property so contaminated as a direct result of insured physical damage. The company is not liable for the costs required for removing contaminated uninsured property nor the contaminant therein or thereon, whether or not contamination results from an insured event.

The Company shall not be liable under this Extension for more than the sub-limit as mentioned in the schedule in respect of any one Occurrence, which shall be part of and not in addition to the policy limit.

**28. De watering Expenses**

On payment of additional premium, it is hereby declared and agreed that the Policy covers costs and expenses necessarily and reasonably incurred for dewatering, including shafts and underground following an event which is not specifically excluded hereunder.

The liability of the Insurer shall not exceed the Limit stated in your Policy Schedule.

**29. Additional Increased Cost of Working (Applicable to Business Interruption Section)**

It is hereby agreed and declared that notwithstanding anything contained herein to the contrary and on the payment of additional premium, this policy extends to cover costs and expenses necessarily and reasonably incurred during the indemnity period in consequence of the 'Damage' and not otherwise payable under Loss of Gross Profit Provision (increase in cost of working) for the purposes of maintaining the business, it being understood that if any such costs under Loss of Gross Profit provisions (Reduction in turnover and Increase in cost of working) are of a capital asset nature then account shall be taken of the residual value of such capital items so involved, existing at the end of the maximum Indemnity Period.

The indemnity provided herein shall be subject to the limit of indemnity as specified in the Schedule.

**30. Property Outside the Insured Premises/ Property in Off-site Storage**

On payment of additional premium, it is hereby declared and agreed that, this policy extends to cover property (Machineries / Equipments and Stocks) of the insured temporarily stored in unspecified locations outside the insured premises for a period of time, up to the limit at any one location for any one loss and the aggregate Limit, as specified in Policy Schedule, for the policy period subject to these properties being part of the declared Sum Insured.

**31. Fire Extinguishing / Fighting Expenses**

It is hereby agreed and declared that notwithstanding anything to the contrary in this policy or in any of its conditions that in the event of a fire or a series of fire arising directly or indirectly from the same occurrence including fire, threatening to involve the property insured under this section of the policy, the insured shall be entitled to recover up to a Limit Any One Accident specified in Your Policy Schedule. We will pay:

- i. the actual cost of material used and/or damaged in extinguishing or controlling or attempting to extinguish or control any such fire;
- ii. the cost of all clothing and/ or personal effects damaged and / or lost as a result of such fire and / or fight, extinguish or controlling or attempting to fight extinguish or control such fire unless more specifically insured elsewhere;
- iii. all other actual expense (including any expenses paid for firefighting, extinguishing or controlling or attempting to fight extinguish or control such fire and / or localizing such fire.

All claims for personal injury are excluded.

- iv. The expenses incurred to recharge/refill any fire protection devices.

**32. Goods held in trust**

On payment of additional premium, it is hereby declared and agreed that certain items of the property may be subject of hire purchase, lease or other agreements and the interest of the other parties to these agreements is noted in this insurance, the nature and extent of such interest including other insurance to be disclosed in the event of loss, destruction or damage. These may also include all real and personal property of every kind and description belonging to the Insured or to others (including but not limited to goods under consignment, held in trust or on lease or paid for awaiting delivery) for which the Insured may be held liable for loss or damage while in their care, custody or control.

The liability of the Insurer shall not exceed the Limit stated in your Policy Schedule.

**33. Automatic Reinstatement Clause**

On payment of additional premium, it is hereby declared and agreed that subject to the Insurance Limits as stated in the Schedule in the event of any claim occurring under this Policy and in the absence of written notice by the Insured to the contrary, the insurance in respect of any Property Insured or Business Interruption arising is automatically reinstated as and from the date of the Damage.

**34. Building Ordinance/Civil or Local Authorities Clause, Demolition and Increased Cost of Construction**

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that

a) Company will pay for the additional increased costs incurred by the Insured, due to any repairs or reconstruction of a building consequent to a direct physical loss of or damage to such covered building (or structure) but not machinery and equipment, occurring at a premises described in the Schedule caused by an insured peril, resulting from the enforcement of any law or ordinance regulating the construction, demolition, repair, or use of such building (or structure). These additional increased costs are:

- i. The demolishing of undamaged parts of a building (or structure) including the cost of clearing the site;
- ii. The loss in value of the undamaged portion of a building (or structure) that bears to the value of the entire building (or structure) prior to loss or damage and subject to the same method of recovery which applies to the damaged portion of such building (or structure);
- iii. The repair, reconstruction or remodelling of damaged and undamaged portions of a building (or structure) whether or not demolition is required at the same described premises or at another site, and limited to the costs that would have been incurred in order to comply with the minimum requirements of the law or ordinance regulating the repair or reconstruction of the damaged building (or structure) at the same described premises. However, we shall not be liable for any increased cost of construction unless the damaged building (or structure) is actually rebuilt or replaced; and
- iv. Company will pay no more than the applicable sub-limit of this add-on cover.

The demolition of the undamaged building (or structure) as a result of enforcement of any law or ordinance regulating such demolition, will be considered a damaged building (or structure); the value of which is subject to the same method of recovery provided for a damaged building (or structure) and to the applicable limit of liability as per the schedule for that described premises.

b) Company will not pay for the following under this coverage:

- i. Any cost that is incurred as a result of enforcement of any law or ordinance regulating any form of contamination.
- ii. Any cost to install improvements or modifications to machinery or equipment, when either is required or performed to comply with the mandated work place safety and environmental regulations.

The indemnity provided herein shall be subject to the sub-limit and deductible as specified in the Policy Schedule.



**35. Cost of Demolition and Debris Removal**

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that the insurance by this Policy extends to cover the cost of demolition and/or removal of debris and/or any other expenses reasonably and necessarily incurred in connection with site clearing operations and/or salvaging including damage caused by such operations, dismantling, shoring up, propping, in the event of circumstances giving rise to loss or damage by any of the perils insured under this Policy.

The indemnity provided herein shall be subject to the limit of indemnity and deductible as specified in the Policy Schedule

**36. Supplier’s Extension (Applicable to Business Interruption Section)**

In consideration of the payment of additional premium, it is hereby agreed and declared that subject to the conditions of the policy, Business Interruption loss as insured under section – II of base policy, resulting from interruption of/or interference with the business in consequence of damage, not resulting from an excluded peril under Section – I of the base policy, to property at the under noted “situation” shall be deemed to be loss resulting from damage to property used by the insured at the premises.

Provided that the liability under this memorandum in respect of any one location shall not exceed in respect of (each of) item(s) number(s) percent of the sum insured thereunder.

**Suppliers’ Premises**

Where the extension relates to more than one supplier with differing limits, the proviso and “Situations” should be amended to read as follows:

“Provided that the liability under this memorandum in respect of any one location under (each of) item(s) No(s) \_\_\_\_\_ shall not exceed the percentage of the sum insured thereunder shown against each situation,

Supplier’s Name	Situation of Premises	Selected percentage limit of Sum Insured

“Further provided that if the percentage shown against the name of the supplier in whose premises damage has occurred shall be less than the percentage of dependence of the insured on that supplier, the amount otherwise payable shall be proportionately reduced.”

**37. Customer’s Extension (Applicable to Business Interruption Section)**

In consideration of the payment of the additional premium shown in the policy/the Endorsement, it is hereby agreed and declared that, subject to the conditions of the Policy, Business Interruption loss as insured under section – II of base policy, resulting from interruption of or interference with the business in consequence of damage, not resulting from an excluded peril under Section – I of the base policy, to property at the undernoted situations, shall be deemed to be loss resulting from damage to property used by the Insured at the premises.

Provided that the liability under this memorandum in respect of any location shall not exceed in respect of (each of) item(s) No. (s) \_\_\_\_\_percent of the sum insured thereunder.

Further Provided that if the percentage, shown against the name of the customer in whose premises damage has occurred, shall be less than the percentage of the Annual Turnover derived by the Insured from that customer, the amount otherwise payable will be proportionately reduced.

Provided Again that the liability under this memorandum in respect of any one location under (each of) item(s) no(s) \_\_\_\_\_shall not exceed the percentage of the sum insured thereunder shown against each situation.

Name of the Customer	Situation of Premises	Selected percentage limit of Sum Insured

**38. Insured property stored at other situations (Applicable to Business Interruption Section)**

In consideration of the payment of additional premium, it is hereby agreed and declared that subject to the conditions of the policy, Business Interruption loss as insured under section – II of base policy, resulting from interruption of/or interference with the business in consequence of damage, not resulting from an excluded peril under Section – I of the base policy, to property at the under noted situation shall be deemed to be loss resulting from damage to property used by the insured at the premises.

Provided that the liability under this memorandum in respect of any one location shall not exceed in respect of (each of) item(s) number(s) percent of the sum insured thereunder.

**Note:**

(a) Property of the Insured Stored

Where the extension relates solely to property of the insured, the words “property at the undernoted situation” and the heading “situations” should be deleted from the wording and the former replaced by “property of the insured while stored anywhere than at premises in the Insured’s occupation”.

(b) Suppliers’ Premises

Where the extension relates to more than one supplier with differing limits, the proviso and “Situations” should be amended to read as follows:

“Provided that the liability under this memorandum in respect of anyone location under (each of) item(s) No(s)\_\_\_\_\_shall not exceed the percentage of the sum insured thereunder shown against each situation,

Supplier’s Name	Situation of Premises	Selected percentage limit of Sum Insured

“Further provided that if the percentage shown against the name of the supplier in whose premises damage has occurred shall be less than the percentage of dependence of the insured on that supplier, the amount otherwise payable shall be proportionately reduced.”

(c) Premises where a Contract is being carried out:

The following should be inserted under 'SITUATIONS': 'Any location where the insured is carrying out work'.

(d) Professional Insured:

Applicable solely to items on the Gross Revenue/Fees of a business providing professional or similar service only.

**39. Group Interdependency (Applicable to Business Interruption Section)**

It is hereby agreed and declared that this policy shall indemnify for loss of Gross Profit caused by interruption / interference in business activity at any Insured Location resulting from interruption of or interference with the business activity at any of other Insured location forming part of the Insured's group of companies insured herein as a result of direct physical loss or physical damage by an Insured peril.

This Clause is subject otherwise to the terms, Conditions and Exclusions of the Policy.

The limit of indemnity under this extension shall be as defined under the policy.

**40. Interdependency Cover (Applicable to Business Interruption Section)**

It is hereby agreed and understood, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that if damage or destruction to any of the Insured's premises/ property should result in suffering a reduction in turnover or increase in cost of working of another Insured locations/premises which is dependent on the former Insured's premises/ property , then such loss is deemed to be covered by this Policy notwithstanding that no material damage was sustained by the latter premises/property provided that independent trading results for each production unit is separately ascertainable.

The indemnity provided herein shall be subject to the limit of indemnity as specified in the Schedule.

**41. Key and lock clause**

The insurance of each item extends to include all costs reasonably incurred in the repair or replacement of mechanical door locks following theft of keys from the premises of the Insured or off any authorized employee or following threat of or actual assault or violence to the Insured or any authorized employee.

The liability of the Insurer shall not exceed the Limit of Indemnity stated in the Schedule.

**42. Accounts Receivable**

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that

- a) The Company will pay for direct physical loss of or damage caused by an insured peril to Insured's records of accounts receivable in respect of the following:
  - i. All sums due to insured from their customers,
  - ii. Interest charges on any loan to offset such impaired collections pending repayment of those sums made non- collectible by loss or damage;
  - iii. Collection expense in excess of normal collection cost and made necessary because of loss of accounts receivable;
  - iv. Other expenses, when reasonably incurred by insured in re-establishing records of accounts receivable following loss in respect of this policy.

- v. For the purpose of this Policy, credit card charge records shall be deemed to represent sums due to Insured from customers, until the charge records are delivered to the credit card company.
- b) When there is proof that a loss of records of accounts receivable has occurred but Insured cannot accurately establish the total amount of accounts receivable outstanding as of the date of loss, the amount of recovery shall be computed as follows:
  - i. The monthly average of accounts receivable during the last available twelve (12) months, together with collection expenses in excess of normal collection costs and made necessary because of loss or damage, and reasonable expenses incurred in re-establishing records of accounts receivable following loss, shall be adjusted in accordance with the percentage increase or decrease in the twelve (12) months average of monthly gross revenues which may have occurred in the interim.
  - ii. The monthly amount of accounts receivable as established above shall be further adjusted in accordance with any demonstrable variance from the average for the particular month in which the loss occurred. Consideration will also be given to the normal fluctuations in the amount of accounts receivable within the fiscal month involved.
- c) Company will pay no more than the applicable sub-limit of insurance as specified in the schedule.

There shall be deducted from the total amounts of account receivable, however established, the amount of accounts evidenced by records not lost or damaged, or otherwise established or collected by Insured, and an amount to allow for probable bad debts which Insured normally would have been unable to collect and for the normal collection costs incurred due to accounts receivable.

#### **43. Cost of Clearing Drains Clause**

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that this Policy extends to cover any expense necessarily incurred by the Insured in the clearing of drains within the surrounding premises within distance mentioned in the Policy Schedule, of Insured premises as a consequence of property insured by this policy being destroyed or damaged by fire or by any other perils hereby insured against.

The indemnity provided herein shall be subject to the limit of indemnity as specified in the Schedule.

#### **44. Cleaning up and Other Costs**

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that this Policy extends to cover necessary and reasonable costs and expenses incurred by the Insured following physical loss or damage to the property hereby insured for the cleaning up or removing debris or decontaminating such damaged property or nearby property, all in so far as owned by the Insured or for which the Insured is responsible, adjoining land, roadways, rivers, canals or other waterways affected by an insured peril, and for the dismantling and/or demolishing, shoring up, or propping portions of the property insured destroyed or damaged and/or other expenses incurred in rendering the site suitable for immediate rebuilding or repair of the property damaged, including any expense incurred for the removal of undamaged property thereon including foundations if such removal should prove to be necessary in connection with the rebuilding or replacement aforesaid.

The indemnity provided herein shall be subject to the limit of indemnity as specified in the Schedule.

**45. Customer's Goods Clause**

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that the insurance by this Policy extends to cover goods belonging to the Insured's customers, purchased but not delivered or temporarily in the custody of the Insured for alteration, repair or renovation or other purposes at the Premises insured insofar as such goods are not otherwise insured under any other insurance policy. The indemnity provided herein shall be subject to the limit of indemnity as specified in the Schedule.

**46. Property in Course of Construction/Erection**

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that this policy will provide automatic coverage for projects by way of alterations and/or constructions and /or re-construction and/or additions and /or maintenance and /or modifications and/or work carried out in insured premises property in course of construction / erection including testing up to 4 weeks (unless specifically agreed otherwise and mentioned in the Policy Schedule) and commissioning and up to the limit specified in the schedule for any one project and in the aggregate for the policy period. At the option of the insured, the interests of the contractors and / or sub-contractors is hereby assumed for work being performed for the insured including temporary structures, tools, equipment and materials incidental to such work.

The clause is subject to the following exclusions:

- i. Cost of making good faulty or defective workmanship, or such design, but this exclusion shall not apply to damage resulting from such faulty or defective workmanship, material construction or design.
- ii. Advance Loss of Profit
- iii. Any project with Sum Insured more than the limits mentioned above

Notwithstanding other terms and conditions herein, this extension of the policy shall only pay in excess or more specific insurance, if any, arranged in respect of such project work.

**47. Land and Water Contaminant Cleanup, Removal and Disposal**

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that this Policy extends to cover the reasonable and necessary cost for the cleanup, removal and disposal of Contaminant(s) or pollutants from uninsured property consisting of land, water or any other substance in or on land at the Insured Location if the release, discharge or dispersal of Contaminant(s) is a direct result of insured physical loss or damage to insured property.

This Policy does not cover the cost to cleanup, remove and dispose of Contaminant(s) or pollutants from such property:

- 1) at any location insured for Personal Property only.
- 2) at any property insured under AUTOMATIC COVERAGE or ERRORS AND OMISSIONS or Miscellaneous Unnamed Location coverage provided by this Policy.
- 3) when the Insured fails to give written notice of loss to The Company within 90 days after inception of the loss.

The indemnity provided herein shall be subject to the limit of indemnity as specified in the Schedule.

#### 48. Deferred Payments

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that this Policy covers insured physical loss or damage to Property of the insured sold by the Insured under a conditional sale or trust agreement or any instalment or deferred payment plan and after such property has been delivered to the buyer. Coverage is limited to the unpaid balance for such property.

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

There is no liability under this Policy for loss:

- 1) pertaining to products recalled including, but not limited to, the costs to recall, test or to advertise such recall by the Insured.
- 2) from theft or conversion by the buyer of the property after the buyer has taken possession of such property.
- 3) to the extent the buyer continues payments.
- 4) not within the TERRITORY of this policy.

The indemnity provided herein shall be subject to the limit of indemnity as specified in the Schedule.

#### 49. Exhibition, Exposition, Fair or Trade Show

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that The Company will pay to the Insured for direct physical loss of or damage caused by a peril mentioned below to property insured situated on the premises of any exhibition, exposition, fair or trade show unless such property is otherwise more specifically insured. The scope of coverage will be within the Territorial scope of this policy.

Perils Covered – Insured Perils under the policy unless otherwise specifically mentioned in the Schedule.

The indemnity provided herein shall be subject to the limit of indemnity as specified in the Schedule.

#### 50. Fine Arts/Works of Art

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that the Company will pay the Insured for direct physical loss of or damage to Fine Arts occurring at a premises described in the Schedule, caused by a peril not excluded under the Policy. This coverage does not apply to loss or damage caused by any repairing, restoring or retouching process. This coverage does not apply to breakage of bric-a-brac, glassware, marble, porcelain, statuary, and similar fragile property resulting from the article being dropped or knocked over whether intentional or accidental.

**Basis of valuation for Fine Arts:** On Fine Arts articles, the lesser of the reasonable and necessary cost to repair or restore such property to the physical condition that existed on the date of loss or the cost to replace the article or the value if stated on a schedule on file. If the Fine Arts articles cannot be replaced and an appraisal is not available, the valuation shall be market value based on prevailing conditions at the time of loss or damage.

**Fine Art** for the purpose of this endorsement is defined as mentioned in the Schedule.

The indemnity provided herein shall be subject to the limit of indemnity as specified in the Schedule.



**51. Undamaged Foundations**

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that the foundation of the property insured which prove to be unusable following the loss or damage as covered under the Policy at the insured premises shall be considered part of the property damaged.

The indemnity provided herein shall be subject to the limit of indemnity as specified in the Schedule.

**52. Green Clause**

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that the insurance by this Policy extends to cover additional costs necessarily and reasonably incurred with the Company's consent in rebuilding or repairing Buildings at the Premises in a manner that aims to reduce potential harm to the environment by improving energy efficiency following Damage as insured by this Section.

The Company will not indemnify under this Clause in respect of

1. the additional cost of complying with any Indian legislation, Act of Parliament, or byelaws of any public authority;
2. any additional costs for work already planned to be carried out prior to the Damage;
3. any Buildings or portions of Buildings which are unoccupied;
4. if the Insured elect not to rebuild or repair the Buildings.

The indemnity provided herein shall be subject to the limit of indemnity as specified in The Schedule.

**53. Property under Care Custody and Control/Non Owned Assets**

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that the insurance by this Policy extends to cover assets belonging to others (including but not limited to goods under consignment, held in trust or on lease or paid for awaiting delivery) for which the Insured may be held liable for loss or damage while in their care, custody or control at the Premises insured insofar as such assets are not otherwise insured under any other insurance policy.

The indemnity provided herein shall be subject to the limit of indemnity as specified in The Schedule.

**54. Inland Transit**

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that the insurance by this Policy extends to cover Plants & Machinery and spares hereby insured but excluding stock, finished goods and raw materials, whilst in transit within the territorial limits of India subject to

- Damage caused as a result of 'All Risks' as covered under the policy and forming part of the property insured, unless otherwise specified in the schedule,
- Provided that the insured property is suitably packed and/ or prepared for transit which shall also be deemed to include stowage
- Per transit limit – as mentioned in the Schedule
- Provided that it is not indemnifiable under a more specific policy
- Deductible – As mentioned in the schedule

Any consequential loss arising out of loss covered under this clause is excluded.

The indemnity provided herein shall be subject to the overall limit of indemnity as specified in the Schedule.

**55. Land Improvements**

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that the Company will pay for the additional cost of reclaiming, restoring or repairing land improvements as incurred by the Insured, resulting from direct physical loss of or damage to property insured under the Policy, occurring at premises described in the Schedule. Land improvements are any alteration to the natural condition of the land by grading, landscaping and additions to land such as pavements, roadways, or similar works. This coverage does not apply to land improvements at a golf course unless specifically mentioned in the Schedule.

The indemnity provided herein shall be subject to the limit of indemnity as specified in the Schedule.

**56. Margin Clause**

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that no adjustment shall be made unless the values reported represent an increase of more than 10% (or unless otherwise more specifically mentioned in the Schedule) from the initial values reported. This is to include fluctuations, which may occur in the values of property under the Policy which are automatically held covered.

The additional premium shall be payable on pro-rata basis for the unexpired term of the policy, when the fluctuation is more than 10% (or the percentage specifically agreed and mentioned in the Schedule) of the initial values reported and mentioned in the Policy Schedule.

**57. Metered Water**

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that the insurance cover of each item covering machinery extends to include the costs for which the Insured is responsible in respect of loss of metered water provided that the Insured maintains a record of readings from the Water Authority meter at intervals of not more than 7 days, unless specifically agreed otherwise and mentioned in the Policy Schedule.

The amount payable in respect of any one location hereby insured is limited to such excess water charges demanded by the Water Authority and resulting from the accidental escape of water from pipes apparatus or tanks in consequence of loss or damage under the Policy.

The indemnity provided herein shall be subject to the limit of indemnity as specified in the Schedule.

**58. Modification cost/Incompatibility expenses**

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that the policy is extended to cover the cost or expense of

- (i) modification of equipment including computer and ancillary equipment (the equipment) being the damaged equipment or undamaged equipment.
- and

- (ii) the replacement, restoration or recompilation of computer records which results in the event of the loss due to incompatibility between the replacement equipment and the existing equipment and or the computer records.

Where a claim under (i) or (ii) above shall occur then the basis of settlement shall be whichever is the lesser of the two amounts to achieve compatibility in the event that the loss of the equipment insured by this Policy has resulted in undamaged Computer Records being unavoidably incompatible with the replaced equipment.

The indemnity provided herein shall be subject to the limit of indemnity as specified in The Schedule.

#### **59. Tenant's Liability**

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, the indemnity provided by this insurance extends to include all sums for which the Insured having insurable interest derived out of the terms of the lease agreement shall become legally liable to pay following upon damage to property occupied by the Insured, consequent upon the Insured's occupation of any premises or building as a tenant

Provided that: -

1. Such liability arises out of the normal occupational activity of the Insured at the premises described in the Schedule to the Policy or as otherwise confirmed by The Company or endorsed thereon
2. There shall be no liability on behalf of The Company following any property or portion of property or premises being sub-let by the Insured insofar as such property is concerned
3. The Insured shall not breach any contractual agreement or obligation between any landlord or any other tenant of the premises or property as such breach may have any bearing on the interests of The Company.

In the event of any Landlord to the Insured having effected insurance on behalf of the Insured as tenant; or the Insured as tenant being entitled to indemnity or compensation from any other source then the provision of such compensation shall be combined with such insurance and shall be considered to be the 'initial indemnity' and any amount having been paid for by such combined 'initial indemnity' shall be deducted from the indemnity provided for by this Policy. If such an amount of 'initial indemnity' shall exceed the limit of indemnity as provided by this Policy then there shall be no payment of indemnity in terms of this clause.

The indemnity provided herein shall be subject to the limit of indemnity as specified in the Schedule.

#### **60. Obsolete Spare Parts**

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that in the event of spares currently insured hereunder and represented within the total Sum Insured under the Policy, becoming obsolete following an indemnifiable loss to the Plant & Machinery to which they belong, such spare parts shall also be deemed a constructive total loss provided always that such parts cannot be used as spares for any other units within the premises of the Insured. The Company shall retain salvage rights over such parts.

The indemnity provided herein shall be subject to the Sub-Limit as specified in The Schedule.

**61. Sprinkler Up-Grading Costs**

It is agreed that in the event of damage to a sprinkler installation which conforms to the latest rules on compliance of safety rules on Sprinkler Installations, if the Surveyor appointed by the Insurer recommends that the repaired or reinstated installation shall conform to the Loss Prevention Rules for Sprinkler Installations prevailing at the time of reinstatement then this Policy shall cover such additional costs. Such costs shall include inter alia the provision of any additional pipework, pumps, tanks and the cost of associated building works.

The Indemnity Limit is up to the amount specified in the Policy Schedule per event and in aggregate. Subject otherwise to the terms, exceptions and conditions of the policy.

**62. Unrepaired Damage**

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that in the event of the Insured deciding not to replace or repair the damaged item covered under the Policy and decides to continue with the damaged item after incurring necessary expenditure for safe working of the damaged item, the measure of indemnity in respect of claims for unrepaired damage shall be the reasonable depreciation in the market value of the item at the time this insurance terminates arising from such unrepaired damage, but not exceeding the reasonable cost of repairs which would have been incurred by the Insured had the Insured repaired the damaged item.

In no case shall the Insurer be liable for unrepaired damage item in the event of a subsequent total loss sustained during the Policy Period or any extension thereof.

The indemnity provided herein shall be subject to the limit of indemnity as specified in the Policy Schedule.

**63. Deliberate Damage**

This Insurance covers physical loss of or damage to the property insured or expenses incurred by the Insured directly caused by any act or order of any governmental authority acting under the powers vested in them to prevent or mitigate the damage or imminent damage or threat thereof (Example: Pollution Hazard), resulting directly from damage to the property insured, provided such act of governmental authority has not resulted from lack of due diligence by the Insured to prevent or mitigate such hazard or threat thereof and to any other physical damage.

Consequential losses are however excluded.

The indemnity provided herein shall be subject to the limit of indemnity as specified in The Schedule.

**64. Soft Costs – Course of Construction (Applicable to Business Interruption Section)**

It is hereby agreed and understood, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that this Policy covers the actual loss sustained incurred by the Insured of Soft Costs during the Indemnity Period arising out of the delay of completion of buildings and additions under construction directly resulting from physical loss or damage of the type insured to insured property under construction at an insured location.

References and Application. The following term(s) wherever used in this Add-On Cover means:

**Soft Costs** shall mean: Expenses over and above normal expenses at locations undergoing renovation or in the course of construction limited to the following:

- Construction loan fees - the additional cost incurred to rearrange loans necessary for the completion of construction, repairs or reconstruction including; the cost to arrange

refinancing, accounting work necessary to restructure financing, legal work necessary to prepare new documents, charges by the lenders for the extension or renewal of loans necessary.

- Commitment fees, leasing and marketing expenses - The cost of returning any commitment fees received from prospective tenant(s) or purchaser(s), the cost of re-leasing and marketing due to loss of tenant(s) or purchaser(s).
- Additional fees - for architects, engineers, consultants, attorneys and accountants needed for the completion of construction, repairs or reconstruction.
- Carrying costs - property taxes, building permits, additional interest on loans, realty taxes and insurance premiums.

The indemnity provided herein shall be subject to the limit of indemnity as specified in the Schedule.

**65. Minimum Demand Charges (Applicable to Business Interruption Section)**

It is hereby agreed and understood, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that the insurance by this Policy is extended to include the minimum demand charges imposed by any named supplier of electricity, water, gas or utility services to which the Insured has contracted and which cost has been incurred by the Insured following upon the loss as insured under this Policy and provided that such expenditure is not more specifically insured by the Policy as a Standing charge or Fixed cost within the definition of Gross Profit or any other definition used in the terms of the policy wording.

The indemnity provided herein shall be subject to the limit of indemnity as specified in the Schedule.

**66. Export tax benefits (Applicable to Business Interruption Section)**

It is hereby agreed and understood, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that the insurance by this Policy extends to include the loss of tax benefits, derived solely from the export of any product which is manufactured, stored or contained at the premises of the Insured following upon loss as insured which results in the interruption of or interference with the business.

Provided that such benefits are directly attributed to export tax benefits and which may be adjusted by any Tax allowance or Tax concession which was provided for by Statute or any other recognized authority to which the Insured could have had benefit after the date of loss but because of the loss the Insured could not benefit from such allowance or concession.

If during the period of time from the date of loss to the expiry of the Indemnity Period any Statute or concession was passed or allowed for which the Insured could have but did not benefit as a result of the loss; then such amount of loss shall be considered as loss in terms of the provisions of this clause.

The sum insured in terms of the provisions of this clause shall be independently determined and shall be a 'first loss' amount and shall be the maximum amount payable in the event of loss as insured.

The indemnity in terms of the provisions of this clause is not subject to condition of average. The indemnity provided herein shall be subject to the limit of indemnity as specified in the Schedule.

**67. Internal Decoration Fixtures and Fittings**

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that in the event of insured partial loss or damage to internal decoration, fixtures and fittings which follows a consistent design theme throughout the property affected, this policy shall insure the replacement of the entire internal decoration, fixtures and fittings design, including that portion of the internal decoration which did not suffer insured loss or damage, provided the repair or replacement of the damaged portion of the internal decoration, fixtures and fittings is impossible due to the inability of the Insured to source the authentic materials necessary to complete such repair or replacement. The indemnity provided herein shall be subject to the limit of indemnity as specified in the Schedule.

**68. Unnamed Locations**

It is hereby understood and agreed that, subject otherwise to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, and subject to the Insured having paid the agreed additional premium, the policy extends to cover the property insured while at fixed unspecified locations not included in the location(s) specified in the Schedule, up to the limit at any one location for any one loss and the aggregate Limit as specified in Policy Schedule. Coverage under this extension shall not apply to property contained within any vehicle or other conveyance, or property while in transit and shall be limited to locations within India Only.

**69. Waiver of Subrogation**

It is hereby agreed and declared that notwithstanding anything to the contrary in this policy or in any of its conditions that in the event of the claim arising under this policy, the Company agrees to waive any rights remedies or relief to which they might become entitled by subrogation against specific parties.

**70. Loss of Attraction (Applicable to Business Interruption Section)**

In consideration of payment additional premium as demanded by the Insurers it is hereby agreed to pay the actual loss of Revenue sustained by the Insured during the Indemnity period resulting from an interruption of or interference with the Business caused by physical loss or damage to a Property(ies) of tourist attraction located within 5 Kms (or the Kms specifically agreed and mentioned in the Schedule) from Insured's premises by an Insured peril.

Property of Tourist attraction shall mean Transportation hubs, Iconic or historic buildings open to the public, National monuments, Museums, Stadium, Sports and entertainment venues, Shopping malls, Theme parks, Religious centres or major places of worship etc.

Important conditions:

1. Coverage under this extension shall exclude loss resulting from interruption of or interference with the Business caused by denial of access to place of tourist attraction by any cause whatsoever.
2. The Liability under this extension shall be limited to an Indemnity period of 60 days (or the days specifically agreed and mentioned in the Schedule).



**71. Professional Accountants' and Auditors' Clause (Applicable to Business Interruption Section)**

This clause is limited to the reasonable charges payable by the Insured to their Professional Accountants and/or Auditors for producing and certifying any particulars or details contained in the Insured's books of account or other business books or documents or such other proofs, information or evidence as may be required by the Company under the terms of General Condition 5 of this Policy. Any particulars or details contained in the Insured's books of account or other business books or documents which may be required by the Company under General Condition 5 of this Policy for the purpose of investigating or verifying any claim hereunder may be produced and certified by the Insured's Auditors, and their certificate shall be prima facie evidence of the particulars and details to which such certificates relate.

**72. Molten Metal Spillage Clause**

**Material Damage Wording**

It is hereby agreed and declared that, subject to the conditions of the Policy, the policy extends to cover physical loss or damage to property excluding cost of molten material serving business operations that arises without the occurrence of fire as a result of the spillage or leakage of glowing molten material from container or lines.

Physical loss or damage shall not include damage to containers, unless such damage is caused by spilled glowing molten material acting from the outside.

**Business Interruption Wording**

It is hereby agreed and declared that, subject to the conditions of the Policy, the policy extends to cover losses consequent to the physical loss or damage to property excluding cost of molten material serving business operations that arises without the occurrence of fire as a result of the spillage or leakage of glowing molten material from container or lines.

Physical loss or damage shall not include damage to containers, unless such damage is caused by spilled glowing molten material acting from the outside.

The indemnity provided herein shall be subject to limit for each and every loss (Material Damage + Business Interruption) and the aggregate loss limit is as mentioned in the Policy Schedule

**73. Accidental Damage Clause**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the policy extends to indemnify the Insured against loss, destruction of or damage to the insured property (excluding fragile items such as glass) caused by accidental external damage, excluding damages caused by or in consequence of:

- a) Mechanical or electrical breakdown or derangement of machinery or equipment
- b) The freezing solidification or inadvertent escape of molten material
- c) Damage due to impact by rail/road vehicle or animal belonging to or owned by the insured or any occupier of the Premises or his employees.
- d) Damage resulting from over load experiments or tests requiring the imposition of abnormal conditions.
- e) Damage due to wear and tear, rust, corrosion, erosion, cavitation, boiler scale, incrustation, deterioration, settling, gradual cracking, gradually developing deformation

or distortion, gradual deterioration due to atmospheric conditions or due to such other causes.

- f) Property Insured in transit other than within the premises specified in the Schedule
- g) Plant machinery or equipment during installation removal or reciting (including dismantling re-erection stripping down and assembly) if directly attributable to such operations
- h) Property Insured undergoing manufacture alteration, repair, testing, installation or servicing including materials and supplies thereof if directly attributable to the operations or work being performed thereon unless damage by a cause not otherwise excluded ensues and then company will be liable only for such ensuing loss
- i) Collapse either full or partial
- j) Any other cause specifically excluded hereunder

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

#### **74. Boiler & Machinery Clause**

##### **INSURING AGREEMENT**

Subject to all the provisions stated herein and in the policy of which this endorsement is a part, not in conflict herewith, the Company shall be liable for:

- a. direct physical loss to property of the Insured and to property of others in the care, custody or control of the Insured.
- b. the loss and expense resulting from the necessary interruption of business, all as resulting from an Accident to an Object.

When used in this endorsement, the following definitions shall apply:

"Object" shall mean any boiler, fired or unfired pressure vessel, refrigerating or air conditioning system, piping and its accessory equipment, and any mechanical or electrical machine or apparatus used for the generation, transmission or utilization of mechanical or electrical power.

"Accident" shall mean a sudden and accidental breakdown of an Object or a part thereof which manifests itself at the time of its occurrence by physical damage that necessitates repair or replacement of the Object or part thereof.

##### **CONDITIONS**

With respect to Objects insured by the provisions of this endorsement, the following conditions shall apply:

##### **a. Inspection**

The Company shall be permitted but not obligated to inspect, at all reasonable times, any Object. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the Insured or others, to determine or warrant that the Object is safe or healthful.

##### **b. Suspension**

Upon the discovery of a dangerous condition with respect to any Object, any representative of the Company may immediately suspend the insurance with respect to an Accident to said Object by written notice mailed or delivered to the Insured at the address of the Insured, or at the location of the Object. Insurance so suspended may be

reinstated by the Company, but only by an endorsement issued to form a part of this policy. The Insured will be allowed the unearned portion of the premium paid for the suspended insurance, pro rata, for the period of suspension.

#### **EXCLUSIONS**

The following losses are not insured under this endorsement:

1. Breakdown of any structure or foundation (other than a bedplate of a machine) supporting an Object or any part thereof, not caused by an Accident to the Object;
2. Breakdown of any boiler setting, insulating or refractory material not caused by an Accident to the Object;
3. Breakdown of well casings, penstocks or draft tubes;
4. Breakdown of Objects manufactured or held by the Insured for sale to others;
5. Breakdown of catalyst not caused by an Accident to the Object containing such catalyst or any other insured objects;
6. Breakdown of any oven, stove or furnace;
7. Breakdown of any sewer piping, any underground gas piping, any piping forming a part of a sprinkler system or any water piping other than:
  - a. feed water piping between any boiler and its feed pumps or injectors
  - b. boiler condensate return piping, or
  - c. water piping forming a part of a refrigerating or air conditioning system used for cooling, humidifying or space heating purposes
8. Breakdown of an Object until such time as said Object has been installed and completely tested on the premises of the Insured. For the purposes of this insurance, "completely tested" shall mean that said Object has operated on the Insured's premises in the capacity for which it was designed as part of the Insured's normal production process or processes. Notwithstanding the above, coverage under this endorsement shall apply to any newly installed Object having a fair market value of amount mentioned in the Policy Schedule or less and to any spare or replacement Object or parts therefor;
9. An Accident to any Object while it is being maintained or altered if said Accident is a direct result of said maintenance or alterations. However, if an Accident otherwise insured hereunder subsequently ensues, then the Company shall be liable for such Accident. Any opening, closing or transporting of an Object shall not be considered a part of any maintenance or alterations.

#### **75. Electrical Appliance Clause**

It is hereby agreed and declared that notwithstanding anything contained to the contrary in the policy or in any conditions, the insurance under the policy shall extend to cover the loss, destruction or damage to any electrical machine, apparatus, fixtures or fittings arising from or occasioned by over running, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity from whatever cause (lightening included)

Provided always that all conditions (except in so far as they may be hereby expressly varied) shall apply as if they had been incorporated herein for this extension clause.

#### **76. Pair and Set Clause**

In the event of insured loss or damage to Insured 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 options, 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.

**77. Non-Vitiation Clause**

The various parties comprising the insured operate as separate and distinct entities, the rights of each of these parties in all respects shall (non-withstanding anything contained or implied herein to the contrary), be treated as though each of the parties had separate policies for their respective rights and interests and indemnities of any of the parties who are not guilty of any act, omission, statement, fraud, misrepresentation, non-disclosure, breach of condition/warranty or mis-statement on the part of any individual insured which may vitiate any claims or render this policy void shall have such effect only as to the rights and interests of that particular insured and shall not prejudice the rights and interest of any other insured under this policy.

Nothing contained in this Endorsement shall be deemed to increase the Sum(s) Insured or Limit of Indemnity stated in the Policy Schedule, subject otherwise to the terms, exclusions, conditions and limitations of this Policy.

**78. Spontaneous Combustion**

Policy may be extended to cover the Spontaneous Combustion subject to following endorsement wordings.

“Company agrees notwithstanding what is stated in the printed exclusions of this policy to the contrary that the insurance by this Policy is extended to include loss or damage by fire only of or to the property insured caused by its own fermentation, natural heating or spontaneous combustion.”

**79. Smoke Damage**

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, the insurance shall, subject to the Special Condition hereinafter contained, extend to include destruction of or damage to the property insured (by fire or otherwise) directly caused by: -

SMOKE due to a sudden, unusual and faulty operation of any heating or cooking unit, only when such unit is connected to a chimney by a smoke pipe or vent pipe, and while in or on the described premises but not SMOKE from fire-places or industrial apparatus.

Provided always that all the conditions of the Policy (except in so far as they may be hereby expressly varied) shall apply as if they had been incorporated herein and for the purposes hereof any destruction or damage as aforesaid shall be deemed to be destruction or damage by fire.

Further warranted that this Insurance does not cover: -

- Destruction or damage directly or indirectly occasioned by or happening through or in consequence of War, Invasion, Act of Foreign Enemy, Hostilities (whether war be declared or not), Civil War, Rebellion, Revolution, Insurrection or Military or Usurped Power.
- Consequential loss or damage of any kind or description.

The indemnity provided herein shall be subject to the limit of indemnity as specified in the Schedule.

**80. House breaking clause**

It is hereby agreed and declared that notwithstanding anything contained to the contrary in the Policy, the insurance under this policy shall stand to cover loss or damage to insured

premises including contents (whilst contained in the insured premises and declared in the policy as specifically required or otherwise) described in the schedule, by the housebreaking and theft following housebreaking (as described in Indian Penal Code, 1860 as amended from time to time) with felonious entry.

Provided always that all the conditions (except in so far as they may be hereby expressly varied) shall apply as if they had been incorporated herein as under this extension clause.

Provided further that in premises used for commerce, trade or incidental purposes

1. Daily records of the amount of cash (specifically insured under the policy) contained in the duly locked strong room shall be maintained & such records shall be deposited in a secure place of the premises other than safe or strong room
2. The key to the safe or strong room shall not be left on the premise out of the business hours or in the vicinity of safe or strong room.

### **Special Exclusions**

This extension does not cover the loss:

1. Where any inmate or insured's family member or business staff involved as principle or accessory.
2. Loss of cash from the locked safe or locked strong room following the use of original key or duplicate key unless such keys are obtained by threat or violence.
3. Keys while in insured premises left uninhabited by day and night for seven or more consecutive days and nights
4. Theft following operation of any other peril is excluded from scope of cover.

### **81. Temporary Removal of Property**

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that the insurance by this Policy extends to cover the Insured's property excluding Stock, Finished Goods and Raw Materials against the perils covered under this Policy whilst temporarily removed for cleaning, renovation, repair and other similar purposes, within the geographical limits specified in the Schedule.

The amount recoverable under this Extension shall not exceed the amount which would have been recoverable had the destruction or damage occurred in that part of the Premises from which the Property is temporarily removed and in no case the sub-limit shown in the Schedule.

The Extension does not apply to Property, if and so far as it is otherwise insured, nor to Property held by the Insured in trust, other than machinery and plant.

### **82. Departmental Clause (Applicable to Business Interruption Section)**

If the Business be conducted in departments, the independent trading results of which are ascertainable, the provision of Clause (a) and (b) mentioned under the heading "Basis of Insurance" of Section II - Business Interruption shall apply separately to each department affected by the Damage except 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 for each department of the Business (whether affected by the Damage or not), to the relative Annual Turnover thereof, the amount payable shall be proportionately reduced.

### **83. Accumulated Stock Clause (Applicable to Business Interruption Section)**

In adjusting any loss, account shall be taken and an equitable allowance made if any shortage in turnover due to the damage is postponed by reason of the Turnover being temporarily maintained from accumulated stocks of finished goods in the Insured's warehouses.

**84. Alternative Basis Clause (Applicable to Business Interruption Section)**

It is agreed and declared that, whenever found necessary, the term "Output" may be substituted for the term "Turnover" and for the purpose of this policy "Output" shall mean the sale value of goods manufactured by the "Insured" in the course of the business at the premises,

Provided that:

- a. Only one such meaning shall be operative in connection with any one occurrence involving damage (as within defined)
- b. If the meaning set out above be used, memo no. 1 shall be altered to read as follows:

**Memo 1:** If during the INDEMNITY PERIOD goods shall be manufactured other than at the premises for the benefit of the business either by the Insured or by others on the Insured's behalf, the sale value of the goods so manufactured shall be brought into account in arriving at the OUTPUT during the INDEMNITY PERIOD.

**85. Mould and Fungi Clause**

A. This policy only insures damage to property insured, by mould, mildew, fungus or spores when directly caused by damage to property insured during the Policy Period by causes not excluded under this Policy.

This coverage is subject to all limitations of the policy and in addition to the following specific limitation:

1. The insured must report to the insurer the existence and cost of the damage by mould, mildew, fungus or spores as soon as practicable, but no later than the time mentioned in the Policy Schedule, after the peril not excluded under the Policy has first caused damage to such insured property during the Policy Period. This Add-On does not insure any damage by mould, mildew, fungus or spores first reported to the insurer after the time period mentioned above.

This Add-On Cover is subject to the Sub-Limit and Deductible as mentioned in the Policy Schedule.

**86. Vehicle Load Clause**

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that in the event of any of the insured's vehicles being left loaded overnight where the goods are already sold but not yet delivered whilst in or on the premises described in the Schedule hereto the Company will indemnify the insured in respect of such load in the event of loss or damage by any of the perils Insured against by this Policy. The indemnity provided herein shall be subject to the sub-limit of indemnity as specified in the Schedule.

**87. Primary and Non-Contributory**

It is expressly agreed that this policy provides primary insurance cover and shall not be contributory to any other policy that may exist whether the other policy also covers the interest of the insured or not. Subject otherwise to the terms and conditions of the Policy.



**88. Broad Water Damage**

In consideration of payment of additional premium, it is hereby declared and agreed that notwithstanding what is stated in the Policy or any endorsements to the contrary, the insurance under this Policy shall extend to include loss or damage caused by:

1. Accidental discharge, leakage, or overflow of water or steam from plumbing, septic tanks and cylinders, stand pipes for fire hose, industrial and domestic appliances, refrigerating system, air-conditioning system and rain (or snow) admitted through defective roof, headers spouting or by open or defective windows, show windows, picture windows, doors, transoms, ventilators or skylights;
2. Breakage of/or leakage from street water supply, mains or fire hydrants.

PROVIDED THAT:

- a) The Insured undertakes to exercise all ordinary and reasonable precautions for the maintenance and safety of the property;
- b) All conditions of this Policy shall apply (except insofar as they maybe hereby expressly varied) and that any reference therein to loss or damage by fire shall be deemed to apply to loss or damage as aforesaid.

The liability of the Company under this endorsement shall in no case exceed the Sum Insured on each item of the Policy or the Limit as stated in the Policy Schedule.

**Go Digit General Insurance Ltd**  
**Digit Consequential Loss (Fire) Insurance (Commercial)**  
**UIN: IRDAN158CP0088V01201920**

**1. OPERATIVE CLAUSE**

In consideration of the Insured named in the Schedule hereto having paid to Go Digit General Insurance Limited (hereinafter called the Company), the premium mentioned in the Schedule, the Company agrees (subject to Special Conditions and Exclusions contained herein or endorsed or otherwise expressed hereon and also to the Conditions and Exclusions contained in the Fire Policy covering the interest of the Insured in the property at the premises) that if any building or other property or any part thereof used by the Insured at the premises for the purpose of the Business, be destroyed or damaged by the perils covered under the FIRE POLICY, (Destruction or damage so caused being hereafter termed Damage), and the Business carried on by the Insured at the Premises be in consequence thereof interrupted or interfered with, then the company will pay to the insured in respect of each item in the Schedule hereto the amount of loss resulting from such interruption or interference in accordance with the Provisions contained therein:

PROVIDED THAT:

- a. Such Damage is caused at any time after payment of the premium during the period of Insurance named in the Schedule or 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.
- b. At the time of the happening of the Damage there shall be in force a FIRE POLICY 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 there under. However, the Proviso shall not apply where payments is not made under FIRE POLICY, solely due to operation of a proviso in FIRE POLICY excluding liability for losses below a specified amount.
- c. The liability of the Company shall in no case exceed in respect of each item the sum expressed in the said Schedule to be insured thereon or in the whole the total sum insured hereby or such other sum or sums as may hereafter be substituted there for by memorandum duly signed by or on behalf of the Company.

**2. GENERAL CONDITIONS**

1. The insurance by this Policy shall cease if:
  - a) The business be wound up or 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 Policy Period 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 a 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. In no case whatsoever shall the Company be liable in respect of any claim under this Policy after the expiration of:
- a) One year from the end of the period of indemnity or if later,
  - b) Three months from the date on which payment shall have been made or liability admitted by the Insurers covering the Damage giving rise to the said claim, unless the claim is the subject of pending action or Arbitration.
5. The Policy and the Schedule annexed (which forms an integral part of this Policy) shall be read together as one contract, and words and expressions to which specific meanings have been attached in any part of this Policy or of the Schedule shall bear such specific meanings wherever they may appear.
6. This insurance does not cover any loss resulting from damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely:-
- a) War, Invasion, act of foreign enemy, hostilities or Warlike Operations (whether war be declared or not), Civil War.
  - b) Mutiny, Civil Commotion assuming the proportion of or amounting to a popular-rising, military rising, insurrection, rebellion, revolution, military or usurped power.

In any action suit or other proceeding where the Company alleges that by reason of the provision of this condition any loss or damage is not covered by this Insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.

7. 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.

#### **Terrorism Damage Exclusion Warranty**

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

For the purpose of this exclusion, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any

other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

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

#### **Policy Cancellation:**

**Cancellation by Insured:** This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the premium at customary short period rate mentioned in the table below for the time the policy has been in force.

<b>Policy In Force</b>	<b>Premium Retention</b>
For a period not exceeding 15 days	10% of the Annual Rate
For a period not exceeding 1 month	15% of the Annual Rate
For a period not exceeding 2 months	30% of the Annual Rate
For a period not exceeding 3 months	40% of the Annual Rate
For a period not exceeding 4 months	50% of the Annual Rate
For a period not exceeding 5 months	60% of the Annual Rate
For a period not exceeding 6 months	70% of the Annual Rate
For a period not exceeding 7 months	75% of the Annual Rate
For a period not exceeding 8 months	80% of the Annual Rate
For a period not exceeding 9 months	85% of the Annual Rate
For a period exceeding 9 months	Full Annual Rate

**Cancellation by Insurer:** This insurance may also at any time be terminated at the option of the Company, on 15 days' notice to that effect being given to the Insured on ground of mis-representation, fraud, non-disclosure of material facts and non-co-operation by the insured and there would be no refund of premium.

#### **Arbitration**

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

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

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

### **CONSEQUENTIAL LOSS INSURANCE SPECIFICATIONS**

#### **Specification A – Insurance on Gross Profit on Turnover Basis**

<b>Item No.</b>	<b>Item</b>	<b>Sum Insured</b>
1.	Gross Profit	Rs.

2.		Rs.
3.		
4.	Total Sum Insured	Rs.

The insurance under Item No. 1 is limited to loss of Gross Profit due to (a) Reduction in Turnover and (b) Increase in Cost of Working and the amount payable as indemnity thereunder shall be: -

- a) IN RESPECT OF REDUCTION IN TURNOVER: the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall, in consequence of the Damage, fall short of the Standard Turnover.
- b) IN RESPECT OF INCREASE IN COST OF WORKING: the addition expenditure (subject to the provisions of Memo 2) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of the Damage but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided,

Less any sum saved during the Indemnity Period in respect of such of the Insured Standing Charges as may cease or be reduced in consequence of the Damage,

Provided that if the Sum Insured by this Item be less than the sum produced by applying the Rate of Gross Profit to (where the Indemnity Period exceeds 12 months insert 'times' as may be appropriate e.g. for 18 months insert one and a half times) the Annual Turnover, the amount payable shall be proportionately reduced.

**Departmental Clause:**

"If the Business be conducted in departments, the independent trading results of which are ascertainable, the provision of Clause (a) and (b) of Item 1 shall apply separately to each department affected by the Damage except 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 for each department of the Business (whether affected by the Damage or not), to the relative Annual Turnover thereof, the amount payable shall be proportionately reduced."

**Definitions**

1. **GROSS PROFIT** – The sum produced by adding to the Net Profit the amount of the Insured Standing charges, or if there be no Net Profit the amount of the Insured Standing Charges less such a proportion of any net trading loss as the amount of the Insured Standing Charges bears to all the Standing Charges of the Business.
2. **NET PROFIT** – The net trading profit (exclusive of all capital receipts and accretions and all outlay properly chargeable to capital) resulting from the Business of the Insured at the premises after due provision has been made for all Standing and other charges including depreciation, but before the deduction of any taxation chargeable on profits.
3. **INSURED STANDING CHARGES** – (Appropriate list to be inserted)
4. **TURNOVER** – The money paid or payable to the Insured for goods sold and delivered and for services rendered in course of the Business at the premises.
5. **INDEMNITY PERIOD** – the period beginning with the occurrence of the Damage and ending not later than \_\_\_\_ months thereafter during which the results of the Business shall be affected in consequence of the Damage.

<b>RATE OF GROSS PROFIT</b> – the Rate of Gross Profit earned on the Turnover during the financial year immediately before the date of the damage.	To which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or special circumstances affecting the business either before or after the Damage or which would have affected the Business had the Damage not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which, but for the Damage, would have been obtained during the relative period after the Damage.
<b>ANNUAL TURNOVER</b> – the Turnover during the twelve months immediately before the date of the Damage.	
<b>STANDARD TURNOVER</b> – the Turnover during that period in the twelve months immediately before the date of the Damage which corresponds with the Indemnity Period	

**Memo 1:** If during the Indemnity Period goods shall be sold or services shall be rendered elsewhere than at the premises for the benefit of the business either by the Insured or by others on his behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Turnover during the Indemnity Period.

**Memo 2:** If any Standing Charges of the business be not insured by this policy then in computing the amount recoverable hereunder as increase in Cost of Working that proportion only of the additional expenditure shall be brought into account which the sum of the Net Profit and the Insured Standing Charges bears to the sum of the Net Profit and all the Standing Charges.

**Memo 3:** If the Insured declares, at the latest twelve months after the expiry of any Period of Insurance, that the Gross Profit earned (or a proportionately increased multiple thereof where the maximum Indemnity Period exceeds 12 months) during the accounting period of 12 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 50% of the premium paid on such Sum Insured for such period of Insurance shall be made in respect of the difference. Where, however, the declaration is not received by the Company within twelve months after the expiry of the period of insurance, no refund shall be admissible.

If any damage has occurred giving rise to a claim under this policy, such return shall be made in respect only of said difference as is not due to the damage.

### Specification B – Insurance on Gross Profit on Output Basis

Item No.	Item	Sum Insured
1.	On Gross Profit	Rs.

The insurance under Item No.1 is limited to loss of Gross Profit due to (a) Reduction in Output and (b) increase in Cost of Working and the amount payable as indemnity thereunder shall be: -

- a) IN RESPECT OF REDUCTION IN OUTPUT: the sum produced by applying the Rate of Gross Profit to the amount by which the Output during the Indemnity Period shall, in consequence of the Damage, fall short of the Standard Output.
- b) IN RESPECT OF INCREASE IN COST OF WORKING: the additional expenditure (subject to the provisions of Memo 2) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Output which but for that expenditure would have taken place during



the Indemnity period in consequence of the Damage but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided.

Less any sum saved during the Indemnity Period in respect of such of the Insured Standing Charges as may cease or be reduced in consequence of the Damage;

Provided that if the Sum Insured by this Item be less than the sum produced by applying the Rate of Gross Profit to \* the Annual Output, the amount payable shall be proportionately reduced.

\* Insert that appropriate multiple if the indemnity period exceeds 12 months.

#### **Departmental Clause:**

If the business be conducted in departments, the independent trading results of which are ascertainable, the provision of Clauses (a) and (b) of Item 1 shall apply separately to each department affected by the damage except 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 for each department of the business (whether affected by the damage or not) to the relative Annual Output thereof, the amount payable shall be proportionately reduced.

#### **Definitions**

**GROSS PROFIT** – The sum produced by adding to the Net Profit the amount of the insured Standing Charges, or if there be no Net Profit the amount of the Insured Standing Charges less such a proportion of any net trading loss as the amount of the Insured Standing Charges bears to all the Standing Charges of the business.

**NET PROFIT** – The net trading profit (exclusive of all capital receipt and accretions and all outlay properly chargeable to capital) resulting from the business of the Insured at the premises after due provision has been made for all Standing and other charges including depreciation, but before the deduction of any taxation chargeable on profits.

**INSURED STANDING CHARGES** – (Appropriate list to be inserted).

**OUTPUT** – the quantity of + produced at the premises measured in units of+ +

**INDEMNITY PERIOD** – the period beginning with the occurrence of the damage and ending not later than \_\_\_\_\_ Months thereafter during which the results of the business shall be affected in consequence of the damage.

+ Insert description of commodity produced by the Insured.

++ Insert unit of weight used.

<b>RATE OF GROSS PROFIT</b> – the rate of Gross Profit per unit earned on the output during the financial year immediately before the date of the damage	To which such adjustments shall be made as may be necessary to provide for the trend of the business and for variations in or special circumstances affecting the business either before or after the damage or which would have affected the business had the damage not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which, but for the damage, would have been obtained during the relative period after the damage.
<b>ANNUAL OUTPUT</b> – the output during the twelve months immediately before the date of damage	
<b>STANDARD OUTPUT</b> – the output during that Period in the twelve months immediately before the date of the damage which corresponds with the Indemnity Period	

**Memo 1:** If during the Indemnity Period goods shall produce elsewhere than at the premises for the benefit of the business either by the Insured or by others on the insured's behalf the quantity so produced shall be brought into account in arriving at the Output during the Indemnity Period.

**Memo 2:** If any Standing Charges of the business be not insured by this policy then in computing the amount recoverable hereunder as increase in Cost of Working that proportion only of the additional expenditure shall be brought into account which the sum of the Net Profit and the Insured Standing Charges bears to the sum of the Net Profit and all the Standing Charges.

**Memo 3:** If the Insured declares, at the latest twelve months after the expiry of any Period of Insurance, that the Gross Profit earned (or a proportionately increased multiple thereof where the maximum Indemnity Period exceeds 12 months) during the accounting period of 12 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 50% of the premium paid on such Sum Insured for such period of Insurance shall be made in respect of the difference. Where, however, the declaration is not received by the Company within twelve months after the expiry of the period of insurance, no refund shall be admissible.

If any damage has occurred giving rise to a claim under this policy, such return shall be made in respect only of said difference as is not due to the damage.

#### **Specification C - "Difference" Basis**

Item No.	Item	Sum Insured
1.	On Gross Profit	Rs.

The insurance under Item No.1 is limited to loss of Gross Profit due to (a) Reduction in Turnover and (b) increase in Cost of Working and the amount payable as indemnity thereunder shall be: -

- a) IN RESPECT OF REDUCTION IN TURNOVER: the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall, in consequence of the Damage, fall short of the Standard Turnover.
- b) IN RESPECT OF INCREASE IN COST OF WORKING: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for that expenditure would have taken place during the Indemnity period in consequence of the Damage but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided.

Less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the business payable out of the Gross Profit as may cease or be reduced in consequence of the Damage;

Provided that if the Sum Insured by this Item be less than the sum produced by applying the Rate of Gross Profit to \* the Annual Turnover, the amount payable shall be proportionately reduced.

\* Insert the appropriate multiple if the Indemnity Period exceeds 12 months.

#### **Departmental Clause:**

If the business be conducted in departments, the independent trading results of which are ascertainable, the provision of Clauses (a) and (b) of Item 1 shall apply separately to each department affected by the damage except 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 for each department of the business (whether affected by the damage or not) to the relative Annual Turnover thereof, the amount payable shall be proportionately reduced.

**Definitions**

**GROSS PROFIT** – The amount by which

- i. the sum of the Turnover and the amount of the Closing Stock shall exceed.
- ii. The sum of the amount of the Opening Stock and the amount of the Specified Working Expenses

**Note 1-** The amount of the Opening and Closing Stocks shall be arrived at in accordance with Insured's normal accountancy methods, due provisions being made for depreciation.

**Specified Workings Expenses:-**

1. All Purchases (less Discounts Received) ;
2. % Of the Annual Wage Roll (including Holiday and Insurance contributions);
3. Power;
4. Consumable Stores;
5. Carriage;
6. Packing Materials;
7. Bad Debts;
8. Discounts Allowed;
9. Any other expenses to be specified.

**Note 2** – The words and expressions used in this Definition shall have the meaning usually attached to them in the books and accounts of the Insured.

**TURNOVER** – The money paid or payable to the Insured for goods sold and delivered and for services rendered in course of the business at the premises.

**INDEMNITY PERIOD** – The period beginning with the occurrence of the damage and ending not later than \_\_\_\_ months thereafter during which the results of the business shall be affected in consequence of the damage.

RATE OF GROSS PROFIT – The rate of Gross Profit earned on the turnover during the financial year immediately before the date of the damage.	To which such adjustments shall be made as may be necessary to provide for the trend of the business and for variations in or special circumstances affecting the business either before or after the damage or which would have affected the business had the damage not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which, but for the damage, would have been obtained during the relative period after the damage.
ANNUAL TURNOVER – The Turnover during the twelve months immediately before the date of the damage.	
STANDARD TURNOVER –The Turnover during that Period in the twelve months immediately before the date of the damage which corresponds with the Indemnity Period.	

**Memo 1:** If during the Indemnity Period goods shall be sold or services shall be rendered elsewhere than at the premises for the benefit of the business either by the Insured or by others on his behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Turnover during the Indemnity Period.

**Memo 2:** If the Insured declares, at the latest twelve months after the expiry of any Period of Insurance, that the Gross Profit earned (or a proportionately increased multiple thereof where the maximum Indemnity Period exceeds 12 months) during the accounting period of 12 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 50% of the premium paid on such Sum Insured for such period

of Insurance shall be made in respect of the difference. Where, however, the declaration is not received by the Company within twelve months after the expiry of the period of insurance, no refund shall be admissible.

If any damage has occurred giving rise to a claim under this policy, such return shall be made in respect only of said difference as is not due to the damage.

### Specification I – Revenue Basis

Specification referred to in Policy No. .... issued by the Go Digit General Insurance Limited in the name of ..... and forming an integral part of that policy.

Item No.	Item	Sum Insured
1.	On Gross Revenue	Rs.

The Insurance under Item 1 is limited to (a) loss of Gross Revenue and (b) Increase in Cost of Working and the amount payable as indemnity thereunder shall be: -

- a) IN RESPECT OF LOSS OF GROSS REVENUE: the amount by which the Gross Revenue earned during the Indemnity Period shall, in consequence of the damage, fall short of the Standard Gross revenue.
- b) IN RESPECT OF INCREASE IN COST OF WORKING: the additional expenditure (subject to the provisions of Memo 2) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of Gross revenue which but for that expenditure would have taken place during the indemnity period in consequence of the damage but not exceeding the amount of the reduction in gross revenue thereby avoided.

Less any sum saved during the Indemnity Period in respect of such of the working expenses and standing charges of the business as may cease or be reduced in consequence of the damages.

Provided that if the Sum Insured by this Item be less than \* the Annual Gross Revenue, the amount payable under this shall be proportionately reduced.

#### Definitions

##### GROSS REVENUE:

The money paid or payable to the insured for \*\* in course of the business at the premises.

##### INDEMNITY PERIOD:

The period beginning with the occurrence of the damage and ending not later than \_\_\_\_\_ Months thereafter during which the results of the business shall be affected in consequence of the damage.

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	To which such adjustments shall be made as may be necessary to provide for the trend of the business and for variations in or special circumstances affecting the business either before or after the damage or which would have affected the business had the damage not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which, but for the damage, would have been
ANNUAL GROSS REVENUE – The Gross Revenue earned during the period in the twelve months immediately before the date of the damage.	

	obtained during the relative period after the damage.
--	---

\* Here is inserted the appropriate multiple if the Indemnity period exceeds 12 months

\*\* Here is inserted an agreed description such as “work done and service rendered” or “entertainment provided” and, if necessary, a qualifying exclusion such as “excluding the cost of drink and food supplied.”

**Memo 1:** If during the Indemnity Period work shall be done or services rendered elsewhere than at the premises for the benefit of the business either by the Insured or by others on insured’s behalf the money paid or payable in respect of such work or services shall be brought into account in arriving at the Gross Revenue during the Indemnity Period.

**Memo 2:** In the event of \* the Gross Revenue earned during the accounting period of twelve months most nearly concurrent with any period of Insurance, as certified by the Insured’s Auditors, less than the Sum Insured thereon, a pro-rata return of premium not exceeding 50% of the premium paid on such Sum Insured for such period of Insurance will be made in respect of the difference provided the Insured’s declarations is received within twelve months of the expiry of the policy if any damage shall have occurred, giving rise to A claim under the policy, such return shall be made in respect only of so much of the said difference as is not due to such damage.

Note: The words “Gross Revenue” wherever they occur, may be altered to Revenue, Gross Income, Commission, Gross Fees, Royalties or similar term to suit the nature of the income of an insured’s business.

\* Here is inserted the appropriate multiple if the Indemnity Period exceeds 12 months

### Specification D – Wages

#### i. DUAL BASIS

The insurance under item ..... Is limited to loss in respect of “Wages” and the amount payable as indemnity thereunder shall be

#### (a) In Respect of Reduction in Turnover

- i.) During the portion of the Indemnity Period beginning with the occurrence of the damage and ending not later than ..... Weeks thereafter the sum produced by applying the Rate of Wages to the Shortage in Turnover/Output during the said portion in the Indemnity Period.

less any saving during the said portion of the Indemnity Period through reduction in consequence of the damage in the amount of Wages paid

- ii.) During the remaining portion of the Indemnity Period the sum produced by applying the Rate of Wages to the Shortage in Turnover/Output during the said remaining portion of the Indemnity Period.

less any saving during the said remaining portion of the Indemnity Period through reduction in consequence of the damage in the amount of Wages paid but not exceeding the sum produced by applying ..... percent of the Rate of Wages to the Shortage in Turnover/Output during the said

remaining portion of the Indemnity Period, increased by such amount as is deducted for saving under the terms of Clause (i) (OPTION TO CONSOLIDATE – at the option of the insured, the number of weeks referred to in clause (a) (i) above may be increased to ..... X ..... provided that the amount arrived at under the provisions of clause (a)(ii) shall not exceed such amount as is deducted under clause (a) (i) for saving effected during the said increased number of weeks.

**(X)** here insert the equivalent numbers of weeks ascertained from the conversion Table provided in Section II –Rule 3 (a).

(b) In Respect of Increase in Cost of Working so much of the additional expenditure described in Clause (b) of Item 1 as exceeds the amount payable thereunder but not more than the additional amount which would have been payable in respect of Reduction in Turnover/Output under the Provisions of Clauses (a) (i) and (ii) of this item had such expenditure not been incurred.

Provided that if the Sum Insured by this item be less than the sum produced by applying the Rate of Wages to (insert the appropriate multiple if the Indemnity Period exceeds 12 months. e.g. where the indemnity period is eighteen months insert one and a half times) the Annual Turnover/output, the amount payable under this shall be proportionately reduced.

#### **Definitions**

**WAGES** – Total Wages of all employees other than those whose wages are insured as a standing charge.

**Note:** - The above definition may be altered to suit the requirements of individual clients.

**RATE OF WAGES** – The Rate of Wages to Turnover/Output during the financial year immediately before the date of the damage to which such adjustments shall be made as may be necessary to provide for the trend of the business and for variations in or special circumstances affecting the business either before or after the damage or which would have affected the business had the damage not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the damage would have been obtained during the relative period after the damage.

**SHORTAGE IN TURNOVER/OUTPUT** - The amount by which the Turnover/Output during a period shall in consequence of the damage fall short of the part of the Standard Turnover/Output which relates to that period.

#### **ii. Pro Rata Basis**

The insurance under Item No..... on ..... weeks Wages on sum insured Rs..... Is limited to the loss incurred by the Insured by the payment of Wages for a period beginning with occurrence of the damage and ending not later than ..... weeks thereafter.

The amount payable as indemnity under this item shall be the actual amount which the Insured shall pay as Wages for such period to employees whose services cannot in consequence of the damage be utilised by the Insured at all and an equitable part + (based upon shortage of production) of the Wages paid for such period to employees whose service cannot in consequence of the damage be utilised by the Insured in full;

Provided that if the sum insured by this item shall be less than the aggregate amount of the Wages that would have been paid during the ..... weeks immediately following the damage, had the damage not occurred, the amount payable shall be proportionately reduced.

For the purpose of this item the term Wages shall mean \* .....+. It is permissible to omit the words in brackets or to substitute for 'production' some other indeed of activity.



\* Here insert a precise definition of the scope to which the insurance of Wages (which may, if desired, expressly include Bonuses, Holiday Pay and the like) is to apply e.g.

the Wages of all Employees the Wages of a specified category or categories of Employees the wages of all Employees who are normally paid on a weekly basis	(Add, if any wages are insured as a standing charge other than whose Wages are insured as a Standing Charge under Item No.....)
--	---

### **Specification E – Lay –off and/or retrenchment Compensation with or without Notice Wages Liability**

The insurance under Item No.3 is limited to the amount which the Insured shall become legally liable to pay and shall pay to employees .... \* .... Under the provisions of the Industrial Disputes Act, 1947 and all subsequent amendments thereto.

Provided that the amount payable as indemnity under this item shall not exceed the amount which would otherwise have been payable as Wages to the said employees during the period of indemnity, had no damage occurred.

Provided also that if the sum insured by this policy shall be less than the aggregate amount of ..... \* ..... to the said employees the amount payable shall be proportionately reduced.

“For the purpose of this item “Employee” shall mean “Workman” as defined under the Industrial Disputes Act, 1947 and subsequent amendments thereto but excluding those employees whose remuneration is insured as a standing charge under Item 1 of the Policy.

\* insert here the appropriate cover opted by the insured , viz.

- (i) Lay-off and/or Retrenchment Compensation or
- (ii) Lay-off and/or Retrenchment Compensation with or without Notice Wages Liability or
- (iii) Lay-off Compensation, or
- (iv) Retrenchment Compensation or
- (v) Retrenchment Compensation with or without notice Wages Liability as the case may be.

### **Specification F – Additional Cover Clauses Auditors’ Clause (Modifying the Company’s liability under condition 3)**

The Insurance under Item No..... is limited to the reasonable charges payable by the Insured to their Auditors for producing and certifying any particulars or details contained in the Insured’s books of account or other business books or documents or such other proofs, information or evidence as may be required by the Company under the terms of Condition 3 of this Policy. Any particulars or details contained in the Insured’s books of account or other business books or documents which may be required by the Company under Condition 3 of this Policy for the purpose of investigating or verifying any claim hereunder may be produced and certified by the Insured’s Auditors, and their certificate shall be prima facie evidence of the particulars and details to which such certificates relate.

### **Specification G – New Business Clause**

For the purpose of any claim arising from damage occurring before the completion of the first year's trading of the business at the premises the terms "Rate of Gross Profit", "Annual Output/Turnover" and "Standard Output/Turnover" shall bear the following meaning and not as within stated:-

RATE OF GROSS PROFIT – The rate of Gross Profit earned on the Output/Turnover during the period between the date of the commencement of the business and the date of the damage.	To which such adjustments shall be made as may be necessary to provide for the trend of the business and for variations in or special circumstances affecting the business either before or after the damage or which would have affected the business had the damage not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable, the results which, but for the damage, would have been obtained during the relative period after the damage.
ANNUAL OUTPUT/TURNOVER – The proportional equivalent for a period of twelve months or the Output/Turnover realised during the period between the commencement of the business and the date of the damage.	
STANDARD OUTPUT/TURNOVER – The proportional equivalent for a period equal to the Indemnity Period of the Output/Turnover realised during the period between the commencement of the business and the date of the damage.	

### Specification H – Solicitors' and Professional Mens' Fees Specification for Professional Mens' Policy

SPECIFICATION referred to in Policy No. .... issued by the Go Digit General Insurance Limited in the name of ..... and forming an integral part of that policy.

Item No.	Item	Sum Insured
1.	On Gross Profit	Rs.
2.	On Additional Expenditure	Rs.
3.	On Legal, Clerical and other charges	Rs.
Total Sum Insured		Rs.

The insurance under Item No.1 is limited to loss of **Gross Fees** and **Increase in Cost of Working** and the amount payable as indemnity thereunder shall be: -

- a. IN RESPECT OF LOSS OF GROSS FEES: the amount by which Gross Fees earned during the Indemnity Period shall, in consequence of the Damage, fall short of the Standard Gross Fees.
- b. IN RESPECT OF INCREASE IN COST OF WORKING: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Gross Fees which, but for that expenditure, would have taken place during the Indemnity period in consequence of the Damage, but not exceeding the reduction in Gross Fees thereby avoided.

Less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the business as may cease or be reduced in consequence of the damage.

Provided that if the Sum Insured by this Item be less than \* the Gross Fees, the amount payable shall be proportionately reduced.

THE INSURANCE UNDER ITEM 2 is limited to such further additional expenditure beyond that recoverable under Item 1(b) as the Insured shall necessarily and reasonably incur during the Indemnity Period in

consequence of the damage in connection with the fitting up of Temporary Offices, increased Rent, Rates, Taxes, Lighting, Heating and Insurance thereof, removal costs and expenses incidental thereto.

THE INSURANCE UNDER ITEM NO 3: is limited to Legal, Clerical and other charges necessarily incurred in the replacement or restoration of deeds and other documents (including stamps thereon) manuscripts, plans, specifications and writings of every description and books (written and printed), books of account, card indexes and other business records, not exceeding in respect of any one document, plan, book or card index set the sum of Rs. ....

### Definitions

**GROSS FEES** – The money paid or payable to the insured for services rendered in course of the business at the premises.

**INDEMNITY PERIOD** – The period beginning with the occurrence of the damage and ending not later than \_\_\_\_\_ months thereafter during which the results of the business shall be affected in consequence of the damage.

ANNUAL GROSS FEES –The Gross Fees earned during the twelve months immediately before the date of the damage.	To which such adjustments shall be made as may be necessary to provide for the trend of the business and for variations in or special circumstances affecting the business either before or after the damage or which would have affected the business had the damage not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which, but for the damage, would have been obtained during the relative period after the damage.
STANDARD GROSS FEES –The Gross Fees earned during that Period in the twelve months immediately before the date of the damage which corresponds with the Indemnity Period.	

**Memo 1:** If during the Indemnity Period services shall be rendered elsewhere than at the premises for the benefit of the business either by the Insured or by others on his behalf the money paid or payable in respect of such services shall be brought into account in arriving at the Gross Fees during the Indemnity Period.

**Memo 2:** The Insurance by item 3 extends to cover property as therein described if and in so far as it is not otherwise insured whilst temporarily removed to any premises not in the insured's occupation and whilst in transit between such places by road, rail or inland waterway, in India to an amount not exceeding 10 percent of the sum insured by the said item.

**Memo 3:** If the Insured declares, at the latest twelve months after the expiry of any Period of Insurance, that the Gross Fees earned (or a proportionately increased multiple thereof where the maximum Indemnity Period exceeds 12 months) during the accounting period of 12 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 50% of the premium paid on such Sum Insured for such period of Insurance shall be made in respect of the difference.

If any damage has occurred giving rise to a claim under this policy, such return shall be made in respect only of said difference as is not due to the damage.

**Note:** As regards the rate for covering Professional Mens' Fees, the standard percentage scale of the basis provided in the Consequential Loss (Fire) Tariff would be applicable to such covers.

### Specification J – Alternative Basis Clause

It is agreed and declared that, whenever found necessary, the term “Output” may be substituted for the term “Turnover” and for the purpose of this policy “Output” shall mean the sale value of goods manufactured by the “Insured” in the course of the business at the premises,

Provided that:

- a. Only one such meaning shall be operative in connection with any one occurrence involving damage (as within defined)
- b. If the meaning set out above be used, memo no. 1 shall be altered to read as follows:

**Memo 1:** If during the INDEMNITY PERIOD goods shall be manufactured other than at the premises for the benefit of the business either by the Insured or by others on the Insured’s behalf, the sale value of the goods so manufactured shall be brought into account in arriving at the OUTPUT during the INDEMNITY PERIOD.

#### **CUSTOMER GRIEVANCE REDRESSAL POLICY:**

The Company is committed to extend the best possible services to its customers. However, if you are not satisfied with our services and wish to lodge a complaint, please feel free to call our 24X7 Toll free number 1800-258-5956 or you may email to the customer service desk at [hello@godigit.com](mailto:hello@godigit.com). After investigating the matter internally and subsequent closure, we will send our response.

Senior Citizens can now contact us on 1800-258-5956 or write to us at [seniors@godigit.com](mailto:seniors@godigit.com).

If you do not get a satisfactory response from us and you wish to pursue other avenues for redressal of grievances, you may approach Insurance Ombudsman appointed by IRDAI under the Insurance Ombudsman Scheme.

Note: GOVERNING BODY OF INSURANCE COUNCIL, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106889/671/980, Fax: 022 - 26106949, Email: [inscoun@ecoi.co.in](mailto:inscoun@ecoi.co.in)

Office Location	Contact Details	Jurisdiction of Office (Union Territory, District)
AHMEDABAD	Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06, Email: <a href="mailto:bimalokpal.ahmedabad@ecoi.co.in">bimalokpal.ahmedabad@ecoi.co.in</a>	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
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: <a href="mailto:bimalokpal.bengaluru@ecoi.co.in">bimalokpal.bengaluru@ecoi.co.in</a>	Karnataka.
BHOPAL	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202, Fax: 0755 - 2769203, Email: <a href="mailto:bimalokpal.bhopal@ecoi.co.in">bimalokpal.bhopal@ecoi.co.in</a>	Madhya Pradesh, Chhattisgarh.
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 / 2596455, Fax: 0674 - 2596429, Email: <a href="mailto:bimalokpal.bhubaneswar@ecoi.co.in">bimalokpal.bhubaneswar@ecoi.co.in</a>	Orissa.
CHANDIGARH	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh –	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh.

	160 017. Tel.: 0172 - 2706196 / 2706468, Fax: 0172 - 2708274, Email: bimalokpal.chandigarh@ecoi.co.in	
CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284, Fax: 044 - 24333664, Email: bimalokpal.chennai@ecoi.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).
DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23239633 / 23237532, Fax: 011 - 23230858 Email: bimalokpal.delhi@ecoi.co.in	Delhi.
GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2132204 / 2132205, Fax: 0361 - 2732937, Email: bimalokpal.guwahati@ecoi.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
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 - 65504123 / 23312122, Fax: 040 - 23376599, Email: bimalokpal.hyderabad@ecoi.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.
JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363, Email: Bimalokpal.jaipur@ecoi.co.in	Rajasthan.
ERNAKULAM	Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg, Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338, Fax: 0484 - 2359336, Email: bimalokpal.ernakulam@ecoi.co.in	Kerala, Lakshadweep, Mahe-a part of Pondicherry.
KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340, Fax: 033 - 22124341, Email: bimalokpal.kolkata@ecoi.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331, Fax: 0522 - 2231310, Email: bimalokpal.lucknow@ecoi.co.in	Districts of Uttar Pradesh: Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareilly, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajganj, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960, Fax: 022 - 26106052, Email: bimalokpal.mumbai@ecoi.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253, Email: bimalokpal.noida@ecoi.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshahr, 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.
PATNA	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952, Email: bimalokpal.patna@ecoi.co.in	Bihar, Jharkhand.
PUNE	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555, Email: bimalokpal.pune@ecoi.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.



**Digit Consequential Loss (Fire) Insurance Policy**  
**Tariff Endorsement and Clauses**

**Endorsement for extension in respect of add-on covers**

**A. Extension to cover Consequential Loss due to other Add-On Covers:**

Add-On Covers such as Earthquake may be included in the Policy by use of an endorsement wording as follows: -

In consideration of the payment of the additional premium, it is hereby agreed and declared that, notwithstanding anything in the within written policy contained to the contrary, the terms "Damage" as defined in this Policy shall (subject always to the Special Conditions hereinafter contained) extend to include:

(here insert the appropriate Add-On Cover)

Provided that it is hereby further expressly agreed and declared that: -

- 1) The liability of the Company shall in no case under this Endorsement and the Policy exceed the sum insured by this Policy.
- 2) All the Conditions of the Policy shall apply in all respects to the insurance granted by this extension save in so far as the same may be expressly varied by the above Special Conditions.
- 3) The Special Conditions herein shall apply only to the insurance granted by this extension and the Conditions of the Policy shall apply in all respects to the insurance granted by the policy as if this Endorsement had not been made thereon.

**B. Extension to cover Spoilage Consequential Loss:**

Loss of Profits as a result of spoilage may be covered as an additional item by extending the Consequential Loss (fire) Insurance Policy subject to the following conditions: -

**a) Scope of Cover**

The cover shall extend to loss of profits arising out of the spoilage, i.e. interruption of business solely as a result of (i) loss of stock-in-process; and (ii) damage to machinery, containers and equipment. The following endorsement wording shall be used: -

**Endorsement for Spoilage Risk Extension under the Consequential Loss (Fire) Policy**

Attached to and forming part of the Policy No.....

In consideration of the payment of additional premium, it is hereby agreed and declared that notwithstanding anything in the within written policy contained to the contrary, the term "Damage" as defined under this Policy, shall extend to include loss or damage in consequence of spoilage resulting from the retarding or interruption or cessation of any process or operation cause by any of the perils covered under this Policy.

Provided that it is hereby further expressly agreed and declared that: -

- 1) The liability of the Company shall in no case under this endorsement and the policy exceed the sum insured by this policy.
- 2) All the conditions of this policy shall apply (except in so far as they may be hereby expressly varied) and that any reference therein to loss or damage by fire shall be deemed to apply also to loss or damage caused by spoilage which perils this insurance extends to include by virtue of this Endorsement.

**b) Sum to be insured:**

Consequential Loss Cover may be covered for an indemnity period selected by the insured and the sum insured being gross profit corresponding to the same indemnity period which shall not be less than one month.

**c) Rate to be charged:**

The rate to be charged shall not be less than the full 'Average Spoilage Rate' of the items covered against Spoilage Risk under the Material Damage Policy. The 'Average Spoilage Rate' shall be the percentage which the aggregate net premium in respect of items covered under the Material Damage Policy against Spoilage risks under the material damage policy. The cover to be otherwise subject to the Condition of Average.

#### Other Extensions

Note: For extension given as per extensions of covers, reference must be made to Head Office for the fixation of an additional premium to be charged, if the rates are not provided for in this manual for such extension.

#### **1. Insured Property stored at other situations**

In consideration of the payment of additional premium, it is hereby agreed and declared that subject to the conditions of the policy, loss as insured by the item (s) number(s) of this policy, resulting from interruption of/ or interference with the business in consequence of damage (as within defined) to property at the undernoted situation shall be deemed to be loss resulting from damage to property used by the insured at the premises.

Provided that the liability under this memorandum in respect of any one location shall not exceed in respect of (each of) item(s) number(s) percent of the Sum Insured thereunder.

#### **Note:**

##### **a) Property of the Insured Stored**

Where the extension relates solely to property of the insured, the words "property at the undernoted situation" and the heading "situations" should be deleted from the wording and the former replaced by "property of the insured while stored anywhere than at premises in the Insured's occupation".

##### **b) Suppliers' Premises**

Where the extension relates to more than one supplier with differing limits, the proviso and "Situations" should be amended to read as follows:

"Provided that the liability under this memorandum in respect of any one location under (each of) item(s) No(s) ..... shall not exceed the percentage of the sum insured thereunder shown against each situation,

Situation	Limit

"Further provided that if the percentage shown against the name of the supplier in whose premises damage has occurred shall be less than the percentage of dependence of the Insured on that supplier, the amount otherwise payable shall be proportionately reduced".

##### **c) Premises where a Contract is being carried out:**

The following should be inserted under "SITUATIONS": "Any location where the insured is carrying out work".

##### **d) Professional Insured:**

(Applicable solely to items on the Gross Revenue/ Fees of a business providing professional or similar services only)

The words 'Property at the undernoted situations' and the heading 'SITUATION' should be deleted from the wording and the former replaced by 'documents belonging to or held in trust by the Insured, whilst temporarily at premises not in the occupation of the Insured, or whilst in transit by road, rail or inland waterway'.

#### **2. Electricity Station, Gas Works, and Water Works**

In consideration of the payment of an additional premium, it is hereby agreed and declared that loss as insured by + (item Nos..... of) this policy resulting from interruption of or interference with the business carried on by the insured at the premises described within in consequence of failure of electric supply at the terminal ends of the electricity service feeders\*/Gas Works\*/Water Works\* from which the insured obtain electric Supply\*/Gas\*/Water\* at the said premises directly due to Damage (as within defined) to property at an Electricity Station or Substation of Public Electricity Supply Undertaking\*/Gas Works\*/Water Works\* (excluding Jack wells ) from which the insured obtain electricity supply\*/Gas\*/Water\* shall be deemed to be loss resulting from damage to property used by the insured at the premises

+ Delete if inapplicable \* Omit as may be necessary

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

For the purpose of the above extension, the 'Indemnity Period' in respect of each damage or of a series of damages consequent on or attributable to one source or original cause shall be as follows:

"The period beginning with the occurrence of damage and ending not later than 60 days, unless specifically agreed otherwise and mentioned in the Policy Schedule, thereafter during which the result of the business shall be affected in consequence of the damage."

Provided that the Company shall not be liable for any loss unless the duration of each such failure exceeds 24 hours, unless specifically agreed otherwise and mentioned in the Policy Schedule.

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

In any action, suit or other proceeding, where the Company alleges that by reason of the provisions of this Condition any loss or damage is not covered by this insurance, the burden of proving that this loss or damage is covered shall be upon the insured.

#### **Extension to cover Customer Premises**

(The cover is against consequential loss to the insureds arising out of their customers not taking delivery of the products, exclusively manufactured for them, as a result of the operation of the insured perils at the customers' premises).

#### **Endorsement wording**

In consideration of additional premium shown in the policy/the Endorsement, it is hereby agreed and declared that, subject to the conditions of the Policy, loss as insured by items(s) Nos. of this policy, resulting from interruption of or interference with the business in consequence of damage (as within defined) to property at the undernoted situations, shall be deemed to be loss resulting from damage to property used by the Insured at the premises.

Provided that the liability under this memorandum in respect of any location shall not exceed in respect of (each of) item(s) No.(s) .....percent of the sum insured thereunder.

Further Provided that if the percentage, shown against the name of the customer in whose premises damage has occurred, shall be less than the percentage of the Annual Turnover derived by the Insured from that customer, the amount otherwise payable will be proportionately reduced.

Provided Again that the liability under this memorandum in respect of any one location under (each of ) item(s) no(s) ..... shall not exceed the percentage of the sum insured thereunder shown against each situation.

Name of the Customer	Situation of the premises	Selected percentage limit of the Sum Insured
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### **Voluntary Deductible Clause**

“It is hereby declared and agreed that insured having opted to bear the amount of loss as computed hereunder of each and every admissible claim under the policy.

- i. In respect of a policy insuring reduction in turnover, the amount equivalent to the rate of Gross Profit applied to the Standard Turnover for ..... Days subject to minimum of INR \_\_\_\_\_.
- ii. In respect of a policy insuring reduction in output, the amount equivalent to the rate of Gross Profit applied to the Standard Output for ..... days subject to minimum of INR \_\_\_\_\_.

The Company has allowed a discount of ..... % on the final premium payable for Consequential Loss (Fire) Policy and its extensions covering all the Special Perils.”

Deductible : The following Deductibles and the discount in % may be granted as given below:

Higher Excess opted	Subject to minimum amount of up to (in lacs)							
	0	0 - 10	11 - 20	21 - 30	31 - 35	36 - 40	41 - 45	46 - 50
7 - 14 days Gross Profit	0.03-0.04	0.035-0.045	0.04-0.05	0.045-0.055	0.05-0.06	0.055-0.065	0.06-0.07	0.065-0.075
15 - 21 days Gross Profit	0.055-0.065	0.06-0.07	0.065-0.075	0.07-0.08	0.075-0.085	0.08-0.09	0.085-0.095	0.09-0.10
22 - 28 days Gross Profit	0.08-0.09	0.085-0.095	0.09-0.10	0.095-0.105	0.10-0.11	0.105-0.115	0.11-0.12	0.115-0.125
29 - 35 days Gross Profit	0.13-0.14	0.135-0.145	0.14-0.15	0.145-0.155	0.15-0.16	0.155-0.165	0.16-0.17	0.165-0.175
36 - 60 days Gross Profit	0.23-0.24	0.235-0.245	0.24-0.25	0.245-0.255	0.25-0.26	0.255-0.265	0.26-0.27	0.265-0.275
61 - 67 days Gross Profit	0.355-0.365	0.36-0.37	0.365-0.375	0.37-0.38	0.375-0.385	0.38-0.39	0.385-0.395	0.39-0.40
68 - 74 days Gross Profit	0.505-0.515	0.51-0.52	0.515-0.525	0.52-0.53	0.525-0.535	0.53-0.54	0.535-0.545	0.54-0.55

N.B.1: Voluntary Deductible once opted shall apply to the entire property insured and no selection shall be allowed.

N.B.2: The Voluntary Deductible opted above shall replace compulsory excess

N.B.3: The Discount granted for opting voluntary deductible for Fire Policies shall not be taken into account while working out the rate for Consequential Loss (Fire) Policies.

### **Terrorism Damage Cover Endorsement – Loss of Profit**

#### **INSURING CLAUSE**

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

- i. Physical loss or physical damage occurring during the period of this Policy caused by an act of terrorism, subject to the exclusions, limits and excess hereinafter contained,  
For the purpose of this cover, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious,

ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

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

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

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

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

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

## **LOSSES EXCLUDED**

### **A. For Materials Damage**

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

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

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

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

#### **B. For Loss of Profit**

This cover shall not indemnify: -

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



9. loss arising from Contingent Business Interruption Extension of Business Interruption/Loss of Profit Section under this policy, comprising of Customers and Suppliers premises, Prevention of Access and Public Utilities.

#### **LIMIT OF INDEMNITY**

The limit of indemnity under this cover shall not exceed the Total Sum Insured for Material Damage and Loss of Profits given in the Policy Schedule or INR 20,000,000,000 whichever is lower. In respect of several insurance policies within the same compound/location with one or different insurers, the maximum aggregate loss payable per compound/location by anyone or all insurers shall be INR 20,000,000,000 for Material Damage and Loss of Profit. If the actual aggregate loss suffered at one compound/location is more than INR 20,000,000,000 for Material damage and Loss of Profits, the amounts payable towards individual policies shall be reduced in proportion to the sum insured of the policies.

#### **EXCESS**

##### **A. For material damage\***

###### **Shops & Residential Risks:**

1% of the claim amount for each and every claim subject to Minimum of INR 10,000 and Maximum of INR 500,000

###### **Non-Industrial Risks:**

1% of the claim amount for each and every claim subject to Minimum of INR 25,000 and Maximum of INR 1,000,000

###### **Industrial Risks:**

5% of the claim amount for each and every claim subject to Minimum of INR 100,000 and Maximum of INR 25,00,000

**\*Whichever is applicable.**

##### **B. For Loss of Profit**

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

#### **ADD ON COVERS**

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

#### **MID TERM COVER**

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

#### **SANCTION, LIMITATION AND EXCLUSION CLAUSE**

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

**CANCELLATION CLAUSE**

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

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

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

**Digit Money Insurance Policy**  
**(UIN: IRDAN158RP0033V01201920)**

**Let's get started**

You are wise, you chose to protect your money! While going through your policy, if you have any doubts and need to talk about it call us at 1800-258-5956, we promise to help you out.

**1. PREAMBLE**

The proposal and declaration provided by You to Us, Go Digit General Insurance Limited (hereinafter called the "Company"), forms the basis of this insurance and having received your premium, we are happy to issue this policy to you and indemnify you against the covered events occurring during the Policy Period stated in the Policy Schedule or during any further Period for which the Company may accept payment for the renewal or extension of this Policy.

**2. Operative Clause**

We hereby agree, subject to the terms, conditions, warranties and exclusion herein contained, or endorsed or otherwise expressed hereon, to indemnify you:

1. Up to the Limit of Indemnity specified in the Policy Schedule for the loss of **Money in Transit** whilst carried by You or Your authorized Employee(s), caused by **Robbery, Theft** or any other **fortuitous cause**, and/or.
2. Up to the Limit of Indemnity specified in the Policy Schedule for the loss of **Money from a Safe and/or Strong Room** in the premises mentioned in the Policy Schedule caused by **Burglary or Robbery or housebreaking or hold-up**, and/or
3. Up to the Limit of Indemnity specified in the Policy Schedule for the loss of **Money from the Insured's Cash Counter** in the premises mentioned in the Policy Schedule during **business hours or office hours** caused by **Burglary or Housebreaking or Robbery**.

Provided always that the insured event mentioned above occurs during the Policy Period and is notified to the Company in accordance with General Condition 7 of the policy.

**3. Definition**

1. **Authorised Employee** means an Employee of the Insured who is specifically entrusted with Money.
2. **Bank** shall mean and include Bank of every description, Post Office and Government Treasury.
3. **Burglary/Housebreaking** means the unforeseen and unauthorized entry to or exit from the Insured Premises by aggressive and detectable means with the intent to steal money therefrom.
4. **Business** means the business of the Insured as stated in the Policy Schedule/Certificate of Insurance and no other.
5. **Business Hours or Office Hours** means the Insured's normal trading/business hours or whilst the Insured or their authorized employees are on the premises for the purpose of the business.
6. **Claim** means a claim under an Operative clause in respect of an insured event that has taken place against which the Insured has made a demand for payment.
7. **Employee** means any person with whom the Insured has entered into a contract of service.

8. **Excess/Deductible** means the amount stated in the Policy Schedule, which shall be paid first by the Insured in respect of each and every claim made under this Policy.
9. **Hold up** means forcible removal by actual or threatened violence against the Insured or Insured's Authorized Employee(s).
10. **Insured Premises** means the place(s) declared for insurance and named in the Policy Schedule attached to the policy.
11. **Limit of Indemnity** means the amount stated against Money in Safe and/or Money in Cash Counter Sum Insured limit mentioned in the Policy Schedule, which is the maximum amount for which Company will make payment in relation to any one Claim. In respect of Money in Transit, the amount stated against Money in Transit Sum Insured limit is the maximum amount for which the Company will make payment in relation to any one Claim and in aggregate during the Policy Period for all Claims.
12. **Money** means cash, bank drafts, currency notes, treasury notes, cheques, postal order, money orders or current postage stamps (to be utilized for Business) belonging to the Insured.
13. **Money in Transit** means:
  - a) Any mode of transportation of Money for the payment of wages, salaries and other earnings or for petty cash directly between a bank, the Insured Premises or a Point in Transit (if specified) by the Insured or an Authorized Employee from the time Money is received at the bank, the Insured Premises or a Point in Transit by the Insured or an Authorized Employee until delivered to the bank, the Insured Premises or a Point in Transit by the Insured or an Authorized Employee and whilst at the Insured Premises until disbursed provided that out of business hours such Money shall be secured in a locked Safe or locked Strong Room. Cheques drawn by the Insured to provide for such Money are covered In Transit from the Insured Premises to the Bank only.
  - b) Any mode of transportation of Money in the personal custody of the Insured or an Authorized Employee directly between a bank and the Insured Premises or a Point in Transit (if specified) from the time Money is received at the bank or the Insured Premises by the Insured or an Authorized Employee until delivered to the bank or the Insured Premises or a Point in Transit by the Insured or an Authorized Employee within 72 hours of the time of collection, unless specifically agreed, altered and mentioned in Your Policy Schedule/Certificate of Insurance.
14. **Policy** means the Policy Booklet, the Schedule, the Proposal and any applicable endorsements or memoranda. The policy contains the details of the extent of the cover available to the Insured, what is excluded from the cover and the conditions, warranties on which the Policy is issued.
15. **Period of Insurance** means the Period of Insurance shown in the Policy Schedule.
16. **Policy Schedule** means the latest schedule issued by the Company as part of the Policy. It provides details of the Insured's Policy including full description of properties covered which are in force and the period of cover against the properties described. Whenever the Insured requests for a change in the cover, the same will be communicated by way of an endorsement, subject to payment of premium by the Insured as demanded by the Insurer for such change in cover.
17. **Point in Transit** means the place specified in the Schedule.
18. **Proposal** means any written or electronic proposal by answering the questionnaires and declarations, statement and any information in addition thereto supplied to Us by You or by someone on Your behalf, being the basis on which We have agreed to issue the Policy.
19. **Robbery** - Theft is "Robbery" if, in order to the committing of the theft, or in committing the theft, or in carrying away or attempting to carry away property obtained by the theft, the offender, for that end, voluntarily causes or attempts to cause to any person death or hurt or wrongful restraint, or fear of instant death or of instant hurt, or of instant wrongful restraint."

20. **Safe** means
- a) A strong cabinet within the Insured Premises designed for the safe and secure storage of valuable items, and
  - b) Access to which is restricted.
21. **Strong Room** means
- a) A room within the Insured Premises designed for the secure storage of Money, and
  - b) Access to which is restricted.
22. **Theft** as defined in Section 378 of Indian Penal Code shall mean whoever, intending to take dishonestly any movable property out of the possession of any person without that person's consent, moves that property in order to such taking, is said to commit theft. For the Purpose of this definition and Policy, Property shall mean Money in Transit and Person shall mean Insured or Insured's Authorised Employee.
23. **Unused or Unoccupied** means unoccupied for a consecutive period of 7 days, unless specifically agreed, altered and mentioned in Your Policy Schedule/Certificate of Insurance.
24. **We, Us, Our, Ours, Digit, Company, Insurer** means Go Digit General Insurance Limited
25. **You, Your, Yours, Yourself, Policyholder, Insured Person(s)** means the Person named in the Policy Schedule.

#### 4. EXCLUSIONS

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

1. For the amount of the Deductible/Excess specified in the Policy Schedule ascertained after the application of all other terms and conditions of this Policy.
2. Consequential losses of any kind be they by way of loss of profit, business interruption, market loss or otherwise and any other legal liability of any kind.
3. Loss of any Money due to error or omission, unexplained losses, mysterious disappearances.
4. Loss of Money carried by anyone other than the Insured or an Authorised Employee of the Insured.
5. Loss of Money where the Insured or his Authorised Employee is or is alleged to be involved as a principal or accessory, except loss due to fraud or dishonesty of the cash carrying employee of the Insured, occurring whilst in transit and discovered within 48 hours.
6. Loss occurring on Premises, after Business Hours, unless the Money is in Locked Safe or Strong Room with restricted access.
7. Money kept at Private Residence or any place other than Insured's place of Business (Premises) mentioned in the Policy Schedule unless specially agreed and mentioned in the Policy Schedule.
8. Money entrusted to any person (other than a full time permanent employee of the Insured in employment of the Insured under an express contract of employment), agency or organisation engaged in the transportation of Money for third parties; Money carried under contract of affreightment, unless this is specifically agreed and mentioned in Your Policy Schedule.
9. Loss of money from an unattended vehicle.
10. Loss from a safe or strong room following use of the safe or strong room key(s) or any duplicate thereof belonging to the Insured, unless this has been obtained by threat or by violence to the person in custody of the key(s);

11. Loss or damage whether direct or indirect arising from war (whether war be declared or not), war-like operations, act of foreign enemy, hostilities, civil war, rebellion, insurrections, civil commotion, military or usurped power, seizure, capture, confiscation, arrests, restraint and/or detainment by the order of any government or any other authority, riot or strike.
12. Loss or damage due to earthquake, flood, volcanic eruption, storm, typhoon, hurricane, tornado, cyclone or other convulsion of nature or atmospheric disturbances.
13. Loss or damage due to ionising radiation or contamination by radioactive substance from any nuclear fuel or from any nuclear assembly or nuclear waste or from the combustion of nuclear fuel.
14. Loss due to or in any way contributed to by the Insured having knowingly permitted or caused or suffered anything to be done or not done whereby the risks hereby insured against were increased.
15. Any loss of or damage to any property, whether belonging to the Insured, an Employee or any third party.
16. Any personal or bodily or mental injury or suffering of any description.
17. If the Insured premises containing the insured property is unused / unoccupied and so remains for a consecutive period of 7 days or more, unless specifically agreed, altered and mentioned in Your Policy Schedule/Certificate of Insurance.

**18. Terrorism Damage Exclusion Warranty**

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

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

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

In any action suit or other proceeding where the Company alleges that by reason of provision of the above exclusion any loss is not covered by this insurance policy, the burden of proving that such loss is covered shall be upon the Insured.

**5. SPECIAL CONDITIONS**

**1. Alteration of Risk**

The cover provided under this Policy shall be immediately suspended if:

- a. there is any material change in the facts and matters stated in the Proposal, and/or
- b. the ownership of the Insured Property passes from the Insured to any other person or entity, and/or
- c. the Insured Premises are Unused / Unoccupied, during the period of being Unused / Unoccupied unless informed to Us in writing and specifically agreed by Us.



## 2. Inspection of Books

The Insured acknowledges that the premium in so far as it relates to Operative Clause (1 – Loss of Money in Transit) has been determined by reference to the Insured's estimate of the amount of Money in Transit, as stated in the Policy Schedule. It is hereby agreed that during the Policy Period the Insured shall maintain a proper and contemporaneous record of the actual amount of Money in Transit, which record shall be available for inspection by the Company at any reasonable time.

## 3. Maintenance of Books and Keys

The Insured shall maintain a contemporaneous daily written record of the Money contained in the Safe and/or Strong Room and/or In Transit and such record shall be deposited in a secure place, other than the said Safe and/or Strong Room and be produced to the Company as documentary evidence in support of a claim under the Policy. The keys of the safe or strong room shall not be left on the premises out of business hours unless the premises are occupied by the Insured or any authorised employee of the Insured, in which case such keys if left on the premises shall be deposited in a secure place not in the vicinity of the safe or strong room.

## 4. Adjustment of Premium

The premium in so far as it relates to Money in transit is to be regulated by the amount of such money in transit during each period of insurance and for this purpose a proper record shall be kept in the books of the Insured, which the insured shall at all reasonable times allow the company to inspect.

Within one month from the expiry of each period of insurance, the Insured shall furnish the Company with an account of the amount of all such money in transit during the period. If the accounted amount shall differ from the estimated amount on which the premium has been paid, the difference in premium shall be met by a further proportionate payment to the Company or by a refund to the Insured as the case may be, but in no case shall the refund be more than fifty percent (50%) of the premium stated in the Schedule and retention of premium shall not be less than the minimum of Rs. 250/-.

## 5. 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 proceedings that it considers necessary for the purpose of tracing and recovering money lost or of 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 proceedings and in the event of any or all 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.

## 6. GENERAL CONDITIONS

### 1. Notice

All notices and communications in relation to this Policy are to be sent to the Company in writing.

### 2. Disclosure of Information

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

### 3. Fraud

If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or device are used by you or any one acting on your behalf to obtain any benefit under this policy, all benefits and rights under the Policy shall be forfeited.

### 4. Observance of Terms and Conditions

The due observance and fulfilment of the terms, conditions and endorsement of 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 proposal shall be a condition precedent to any liability of the Company to make any payment under this Policy.

### 5. Reasonable Care:

The Insured shall:

- a. Take all reasonable steps to safeguard the Money, any means by which the Money is In Transit, any Safe and/or Strong Room, and the Insured Premises against any insured event.
- b. Ensure that any security system or aid specified in the proposal is maintained in accordance with any maintenance schedule or recommendations of the manufacturer or, if none, then as may be required, and kept in good and effective working condition.
- c. Ensure that:
  - i. all means of entry to or exit from any Safe and/or Strong Room in the Insured Premises have been properly secured, and
  - ii. all safety installations, security system and/or aids (including but not limited to any burglar alarm system, CCTV Camera, Security Guard) specified in the Proposal have been properly deployed, and
  - iii. the keys of and/or any records as to the codes to and/or combinations to any Safe or Strong Room are kept in a safe and secure place away from the Safe and/or Strong Room, and
  - iv. out of normal office or business hours, the keys of and/or any records as to the codes to and/or combinations to any Safe or Strong Room are removed to a safe and secure place away from the Insured Premises and, if there are several keys and/or records as to the codes and/or combinations for any Safe or Strong Room, that these are kept separately from each other.

### 6. Right to Inspect

The Insured shall allow the Company at any reasonable time to inspect the Safe and/or Strong Room and/or Insured Premises and in the event of any defect or danger being apparent, the Company may give written notice of the same to Insured whereupon the indemnity under this Policy and the liability of the Company arising from or connected to such defect shall be suspended until such time as it is rectified by the Insured and confirmed by the Company to have been rectified to its satisfaction.

### 7. Claim Notification

It is a condition precedent to the Company's liability hereunder that the Insured shall:

- a. Immediately and in any event within 24 hours of the happening of any event giving rise to or likely to give rise to any Claim under this Policy give written notice to the Company to the address shown in the Policy Schedule;

- b. Immediately and in any event within 24 hours lodge a complaint with the Police detailing the Money lost in respect of which the Insured intends to submit a Claim, and within the same period provide a copy of that written complaint, the First Information Report to the Company, or the circumstances which might reasonably be expected to give rise to a Claim;
- c. within 7 days deliver to the Company a detailed written statement of the Money lost and an estimate of the quantum of any Claim along with all documentation required to support and substantiate the amount sought from the Company. In the case of the notification of an event likely to give rise to a Claim, the Insured shall specify in writing the grounds for holding such belief.
- d. expeditiously provide the Company and its representatives and appointees with all the information, assistance and documentation that they might reasonably require.
- e. take all reasonable steps to identify the perpetrators of the Burglary and/or Robbery and discover and recover any Money lost;
- f. take all reasonable steps to secure the Insured Premises and Money against a repeat of any Burglary and/or Robbery and/or fortuitous event, and/or prevent the same from occurring.

**8. Reinstatement of Limit of Indemnity after settlement of claim**

Immediately upon the happening of any insured event, the Total Limit of Indemnity and the Limit of Indemnity mentioned against the Section(s) of the Operative Clause under which Insured Property has been lost or damaged shall be reduced by the amount of the loss or damage claimed and such reduced Limit of Indemnity shall then represent the maximum liability of the Company in respect of any further Claims made during the current Policy Period, unless the Company consents, upon the Insured's payment of any additional premium to reinstate the Limit of Indemnity to the level available at the inception of this Policy

**9. Prosecution:**

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

**10. Contribution**

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

**11. Subrogation**

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

and things shall be or become necessary or required before or after his indemnification by the Company.

## 12. Arbitration:

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

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

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

## 13. Cancellation

**Cancellation by Insured:** This insurance may be terminated at any time at the request of the Insured, provided no Claim has been made under the Policy,

The Company will retain the premium after adjusting on the basis of the actual amount of Money in Transit (Operative Clause 1) during the Period of Insurance in force at Short Period Rate for the time the Policy has been in force.

For Operative Clause 2 and 3, the Company will retain the premium at Short Period Rate for the time the Policy has been in force.

The rates for Short Period Scale are as follows:

Policy in Force	Premium Retention
not exceeding 15 days	10% of the Annual rate
exceeding 15 days but not exceeding 1 month	15% of the Annual rate
exceeding 1 month but not exceeding 2 months	30% of the Annual rate
exceeding 2 months but not exceeding 3 months	40% of the Annual rate
exceeding 3 months but not exceeding 4 months	50% of the Annual rate
exceeding 4 months but not exceeding 5 months	60% of the Annual rate
exceeding 5 months but not exceeding 6 months	70% of the Annual rate
exceeding 6 months but not exceeding 7 months	75% of the Annual rate
exceeding 7 months but not exceeding 8 months	80% of the Annual rate
exceeding 8 months but not exceeding 9 months	85% of the Annual rate
exceeding 9 months	The full Annual Rate

**Cancellation by Insurer:** This insurance may also at any time be terminated at the option of the Company, on 15 days' notice to that effect being given to the Insured on ground of misrepresentation, fraud, non-disclosure of material facts and non-co-operation by the insured and there would be no refund of premium.

**14. Mid Term Increase in Limits of Indemnity**

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

**15. Mid Term Reduction in Limits of Indemnity**

In the event of a decrease in the Limits of Indemnity being agreed to, the Company shall apply the below Short period scale of rates on the reduced Limits of Indemnity.

The Short Period scale is as below:

Policy Period Required	Premium Rate
not exceeding 15 days	10% of the Annual rate
exceeding 15 days but not exceeding 1 month	15% of the Annual rate
exceeding 1 month but not exceeding 2 months	30% of the Annual rate
exceeding 2 months but not exceeding 3 months	40% of the Annual rate
exceeding 3 months but not exceeding 4 months	50% of the Annual rate
exceeding 4 months but not exceeding 5 months	60% of the Annual rate
exceeding 5 months but not exceeding 6 months	70% of the Annual rate
exceeding 6 months but not exceeding 7 months	75% of the Annual rate
exceeding 7 months but not exceeding 8 months	80% of the Annual rate
exceeding 8 months but not exceeding 9 months	85% of the Annual rate
exceeding 9 months	The full Annual Rate

**16. Interest / Penalty:**

No sum payable under this policy shall carry any interest or penalty.

**17. Renewal Notice:**

The Company is not bound to accept any renewal premium or give notice that renewal is due. Under normal circumstances, renewal will not be refused except on the grounds of moral hazard, misrepresentation or fraud by the Insured.

The renewal premium shall be as per the rates approved by the Insurance Regulatory and Development Authority of India ("IRDAI") on the date of renewal for this product.

**18. Jurisdiction:**

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

**19. Geographical Scope:**

The geographical scope of this policy will be India.

**20. Grievances**

The Company is committed to extend the best possible services to its customers. However, if you are not satisfied with our services and wish to lodge a complaint, please feel free to call our 24X7 Toll free number 1800-258-5956 or you may email to the customer service desk at hello@godigit.com. After investigating the matter internally and subsequent closure, we will send our response.

Senior Citizens can now contact us on 1800-258-5956 or write to us at seniors@godigit.com

If you do not get a satisfactory response from us and you wish to pursue other avenues for redressal of grievances, you may approach Insurance Ombudsman appointed by IRDAI under the Insurance Ombudsman Scheme.

Office Location	Contact Details	Jurisdiction of Office (Union Territory, District)
AHMEDABAD	Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06, Email: bimalokpal.ahmedabad@ecoi.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
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: bimalokpal.bengaluru@ecoi.co.in	Karnataka.
BHOPAL	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202, Fax: 0755 - 2769203, Email: bimalokpal.bhopal@ecoi.co.in	Madhya Pradesh, Chhattisgarh.
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 /2596455, Fax: 0674 - 2596429, Email: bimalokpal.bhubaneswar@ecoi.co.in	Orissa.
CHANDIGARH	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468, Fax: 0172 - 2708274, Email: bimalokpal.chandigarh@ecoi.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh.
CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284, Fax: 044 - 24333664, Email: bimalokpal.chennai@ecoi.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).
DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23239633 / 23237532, Fax: 011 - 23230858 Email: bimalokpal.delhi@ecoi.co.in	Delhi.
GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2132204 / 2132205, Fax: 0361 - 2732937, Email: bimalokpal.guwahati@ecoi.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
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 - 65504123 / 23312122, Fax: 040 - 23376599, Email: bimalokpal.hyderabad@ecoi.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.
JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363, Email: Bimalokpal.jaipur@ecoi.co.in	Rajasthan.
ERNAKULAM	Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg, Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338, Fax: 0484 - 2359336, Email: bimalokpal.ernakulam@ecoi.co.in	Kerala, Lakshadweep, Mahe-a part of Pondicherry.
KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072.	West Bengal, Sikkim, Andaman & Nicobar Islands.



	Tel.: 033 - 22124339 / 22124340, Fax: 033 - 22124341, Email: bimalokpal.kolkata@ecoi.co.in	
LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331, Fax: 0522 - 2231310, Email: bimalokpal.lucknow@ecoi.co.in	Districts of Uttar Pradesh: Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, 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.
MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960, Fax: 022 - 26106052, Email: bimalokpal.mumbai@ecoi.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253, Email: bimalokpal.noida@ecoi.co.in	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.
PATNA	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952, Email: bimalokpal.patna@ecoi.co.in	Bihar, Jharkhand.
PUNE	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555, Email: bimalokpal.pune@ecoi.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

Note: GOVERNING BODY OF INSURANCE COUNCIL, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai -400 054. Tel.: 022 - 26106889/671/980, Fax: 022 - 26106949, Email: inscoun@ecoi.co.in

**Disclaimer: The Description mentioned under "Digit Simplification" throughout the Insurance Policy is only to aid Your understanding of the Coverage Offered. In case of dispute, the Terms and Conditions detailed in the Policy Document and Policy Schedule shall prevail.**

**Digit Public Liability (Act) Insurance Policy (Commercial)**  
**(under Public Liability Insurance Act 1991)**  
**UIN: IRDAN158CP0086V01201920**

**1. PREAMBLE**

Whereas the Insured Owner named in the Policy Schedule and carrying on the Business described in the Policy Schedule has made to Go Digit General Insurance Limited (hereinafter called the “Company”) a proposal which shall be the basis of this Policy and is incorporated herein and has paid the premium and statutory contribution towards the Environment Relief Fund as per the provisions of the Act and the Rules, the Company agrees subject to the terms, conditions, exceptions and exclusions contained herein to indemnify the Insured in terms of this Policy.

**2. Operative Clause**

The Company will indemnify the Insured Owner up to the Limit of Indemnity against his statutory liability arising out of any Accident due to the Insured Owner’s Handling of Hazardous Substances as provided for under the Act and the Rules occurring during the Policy Period and notified in accordance with “General Condition No.1”.

**3. Definition**

1. **Act** means, unless expressly stated otherwise, the Public Liability Insurance Act and Public liability Insurance Rules, 1991 as amended from time to time.
2. **Accident** means an accident involving a fortuitous sudden or unintentional occurrence whilst the Insured is Handling any Hazardous Substance resulting in continuous, intermittent or repeated exposure to death of, or injury to any person or damage to any property but does not include an accident by reason only of war or radioactivity.
3. **Collector** means the Collector referred to in the Act.
4. **Company** means Go Digit General Insurance Limited.
5. **Handling** in relation to any Hazardous Substance mean the manufacture, processing, treatment, package, storage, transportation by vehicle, use, collection, destruction, conversion, offering for sale, transfer or the like of such Hazardous Substance.
6. **Hazardous Substance** means any substance or preparation which is defined as a hazardous substance under the Environment (Protection) Act 1986, as amended from time to time, and exceeding such quantity as may be specified by notification, by the Central Government.
7. **Insured Owner means** the Person named in the Policy Schedule who owns, or has control over the handling any hazardous substance at the time of accident and includes:
  - a) in the case of a firm any of its partners
  - b) in the case of an association, any of its members
  - c) in the case of a company, any of its directors, managers, secretaries or other officers who is directly in charge of and is responsible to the company for the conduct of the Business.
8. **Limit of Indemnity** means the amount stated in the Policy Schedule, which shall be the Company’s maximum liability under this Policy (regardless to the total number or amount of claims made) for any one claim and in aggregate for all claims during the Policy Period.

9. **Policy** means the proposal, the Policy Schedule, the Policy documents and any endorsements attaching to or forming part thereof either on the effective date or during the Policy Period.
10. **Policy Period** means the period between the commencement date and the effective date shown on the Policy Schedule.
11. **Policy Schedule** means this schedule and parts thereof, and any other annexure(s) appended, attached and/or forming part of this Policy.
12. **Rules** means Rules framed under the Act.
13. **Turnover** shall mean in respect of:
  - a) **Manufacturing units:** the annual gross sale of all goods including levies and taxes handling hazardous substances as defined in the Act. For the purpose of this insurance, the term “units” shall mean all operations being carried out in the manufacturing complex in one location.
  - b) **Godown/Warehouse owners:** Total annual rental receipts of premises handling hazardous substances as defined in the Act.
  - c) **Transport Operators:** Total Annual Freight receipts.
  - d) **Other:** Total Annual gross receipts.

#### 4. EXCLUSIONS

This Policy shall not cover any liability for any claim directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following:

1. The wilful or intentional non-compliance with any statutory provisions.
2. Fines, penalties, punitive and/ or exemplary damages.
3. Arising under any other statute except in so far as provided for in Section 8, Sub-sections (1) and (2) of the Act.
4. Damage to property owned, leased or hired or under hire purchase or on loan to the Insured or otherwise in the Insured Owner’s custody, care or control.
5. War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, commotion, unrest, rebellion, revolution, insurrection, military or usurped power.
6. Ionising, radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
7. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component.

If the Company asserts that by reason of these Exclusions any claim is not covered by this Policy, the burden of proving that such claim is covered shall be upon the Insured Owner.

#### 5. GENERAL CONDITIONS

##### 1. Notification of Claims

It is a condition precedent to the Company’s liability hereunder that the Insured Owner shall:

- a. immediately and in any event within 14 days give written notice to the Company to the address/E-mail address shown in the Policy Schedule of any claim made against the Insured Owner or any specific event or circumstance that may give rise to a claim, and
- b. immediately, and in any event within 14 days of receipt by the Insured Owner, give the Company copies of notice of applications forwarded by the Collector and all such additional information, documentation and/or assistance that the Company may require, and

c. not make any admission, offer, promise or payments or permit or cause to be made the same by anyone acting on the Insured Owner’s behalf or with his consent, without prior written approval of the Company.

**2. Maintenance of Records**

The Insured Owner shall keep and maintain records of annual Turnover and the Company shall at all reasonable times have the full right to call for and examine such records.

**3. Limitation Period**

The Company shall not be liable for any claims for relief made after five years from the date of occurrence of the accident.

**4. Other Insurance**

If at the time of happening of any Accident resulting in a claim under this Policy there be any other insurance covering the same liability, then the Company shall not be liable to pay or contribute more than its rateable proportion of such liability.

**5. Cancellation**

a. The Policy may be cancelled by or on behalf of the Company by giving the Insured Owner at least 15 days written notice and in such event the Company shall refund to the Insured Owner a pro rata premium for the unexpired period of the policy. For the avoidance of doubt, the Company shall remain liable for any claim that was made prior to the date upon which the insurance was cancelled, however in such a case no refund of premium will be allowed.

b. The Policy may also be cancelled by or on behalf of the Company on grounds of misrepresentation, fraud, non-disclosure or non-cooperation by the Insured by giving the Insured at least 15 days written notice and, in such event, there shall be no refund made to the Insured.

c. The Policy may be cancelled by the Insured Owner at any time by giving at least 15 days written notice to the Company. The Company will retain premium on a short period scale, as provided below, for the period the policy has been in force, subject to no claim under the policy.

**Short Period Rates:**

Policy Period	% of Annual Rate
Not exceeding 1 month	25% of Annual Rate
Not exceeding 2 months	35% of Annual Rate
Not exceeding 3 months	50% of Annual Rate
Not exceeding 4 months	60% of Annual Rate
Not exceeding 6 months	75% of Annual Rate
Not exceeding 8 months	85% of Annual Rate

d. In no event shall the Company repay to the Insured contributions made to the Environment Relief Fund.

**6. Fraud**

The Company shall not be liable to make any payment in respect of any claim if such claim shall be in any manner fraudulent or supported by any person on behalf of the Insured and/or if the insurance has been continued in consequence of any material misstatement or non-disclosure of any material information by or on behalf of the Insured Owner. In

such a case, if the Company pays any amount to the claimant due to any statutory provision, such amount shall be recoverable from the Insured Owner.

#### **7. Arbitration**

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

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

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

#### **8. Notifications and Declarations**

Any and all notices and declarations for the attention of the Company shall be submitted in writing and shall be sent to the address specified in the Policy Schedule.

#### **9. Subrogation**

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

#### **10. Governing Law**

The construction, interpretation and meaning of the provisions of this Policy shall be determined in accordance with Indian law. The section headings of this Policy are included for descriptive purposes only and do not form part of this Policy for the purpose of its construction or interpretation.

#### **11. Entire Contract**

The Policy constitutes the complete contract of insurance. No change or alteration in this Policy shall be valid or effective unless approved in writing by the Company, which approval shall be evidenced by an endorsement on the Policy. No agent shall or has the authority to change in any respect whatsoever any term of this Policy or waive any of its provisions.

#### **12. Territorial and Jurisdictional Limit**

This policy shall cover only those liabilities arising under the Public Liability Insurance Act 1991 and subsequent amendments due to accidents taking place in India only. Any payment for an admissible claim shall be made only in India.

**13. Claim Payment**

The Company's liability to make any claim payment under this Policy shall be in Indian Rupees only.

**14. Due Observance**

The due observance of and compliance with the terms, provisions, warranties and conditions of this Policy in so far as they relate to anything to be done or complied with by the Insured Owner shall be a condition precedent to the Company's liability under this Policy.

**15. Renewal Notice:**

The Company is not bound to accept any renewal premium or give notice that renewal is due. Under normal circumstances, renewal will not be refused except on the grounds of moral hazard, misrepresentation or fraud by the Insured.

The renewal premium shall be as per the rates approved by the Insurance Regulatory and Development Authority of India ("IRDAI") on the date of renewal for this product.

**16. Customer Grievance Redressal Policy**

The Company is committed to extend the best possible services to its customers. However, if you are not satisfied with our services and wish to lodge a complaint, please feel free to call our 24X7 Toll free number 1800-258-5956 or you may email to the customer service desk at hello@godigit.com. After investigating the matter internally and subsequent closure, we will send our response.

Senior Citizens can now contact us on 1800-258-5956 or write to us at seniors@godigit.com

If you do not get a satisfactory response from us and you wish to pursue other avenues for redressal of grievances, you may approach Insurance Ombudsman appointed by IRDAI under the Insurance Ombudsman Scheme.

Office Location	Contact Details	Jurisdiction of Office (Union Territory, District)
AHMEDABAD	Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06, Email: bimalokpal.ahmedabad@ecoi.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
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: bimalokpal.bengaluru@ecoi.co.in	Karnataka.
BHOPAL	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202, Fax: 0755 - 2769203, Email: bimalokpal.bhopal@ecoi.co.in	Madhya Pradesh, Chhattisgarh.
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 /2596455, Fax: 0674 - 2596429, Email: bimalokpal.bhubaneswar@ecoi.co.in	Orissa.
CHANDIGARH	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017.	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh.



	Tel.: 0172 - 2706196 / 2706468, Fax: 0172 - 2708274, Email: bimalokpal.chandigarh@ecoi.co.in	
CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284, Fax: 044 - 24333664, Email: bimalokpal.chennai@ecoi.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).
DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23239633 / 23237532, Fax: 011 - 23230858 Email: bimalokpal.delhi@ecoi.co.in	Delhi.
GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2132204 / 2132205, Fax: 0361 - 2732937, Email: bimalokpal.guwahati@ecoi.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
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 - 65504123 / 23312122, Fax: 040 - 23376599, Email: bimalokpal.hyderabad@ecoi.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.
JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363, Email: Bimalokpal.jaipur@ecoi.co.in	Rajasthan.
ERNAKULAM	Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg, Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338, Fax: 0484 - 2359336, Email: bimalokpal.ernakulam@ecoi.co.in	Kerala, Lakshadweep, Mahe-a part of Pondicherry.
KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340, Fax: 033 - 22124341, Email: bimalokpal.kolkata@ecoi.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331, Fax: 0522 - 2231310, Email: bimalokpal.lucknow@ecoi.co.in	Districts of Uttar Pradesh: Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, 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.
MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960, Fax: 022 - 26106052, Email: bimalokpal.mumbai@ecoi.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P.-201301. Tel.: 0120-2514250 / 2514252 / 2514253, Email: bimalokpal.noida@ecoi.co.in	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.
PATNA	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952, Email: bimalokpal.patna@ecoi.co.in	Bihar, Jharkhand.
PUNE	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555, Email: bimalokpal.pune@ecoi.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

Note: GOVERNING BODY OF INSURANCE COUNCIL, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai -400 054. Tel.: 022 - 26106889/671/980, Fax: 022 - 26106949, Email: inscoun@ecoi.co.in

## **Digit Burglary Insurance Policy**

### **Add on Covers**

Subject otherwise to the definitions, terms, conditions, exclusions, warranties and deductible, limitation of "Digit Burglary Insurance Policy", below Add-On Covers can be opted under "Digit Burglary Insurance Policy" on payment of additional premium:

#### **1. INJURY DURING BURGLARY / HOUSEBREAKING**

**(UIN: IRDAN158RP0019V01201920/A0023V01201920)**

*Digit Simplification: During Burglary, Housebreaking, Robbery or Hold up, if injuries occur, and if You have opted for this cover, we'll be there for You.*

If You have opted for this Add-On Cover, this Policy is extended to pay the amount mentioned in Your Policy Schedule/Certificate of Insurance against this Add-On Cover in respect of any one person and in the aggregate, for any one event, for injury(ies) suffered by the Insured or Insured's Family Member or Insured's Employee(s) residing/present lawfully in Insured's Premises due to an incident of Burglary or Housebreaking or Robbery or Hold up and such injury is the sole cause of:

- Death;
- Total and Permanent Loss of sight in one or both Eyes;
- Total and Permanent Physical Separation/Loss of Use of one or both entire hands or feet;

occurring within twelve (12) months of the Insured or Insured's Family Member or Insured's Employee(s) sustaining the injury.

What's not Covered:

We will not be liable to pay any amount in respect of:

- a. Death, attributable to, or consequent upon, or accelerated by; or
  - b. Disablement, aggravated by, attributable to, or consequent upon;
- Any Pre-existing Physical defect, illness or disease or injury.

#### **2. LOSS OF MONEY**

**(UIN: IRDAN158RP0019V01201920/A0024V01201920)**

*Digit Simplification: If your money gets stolen despite your best efforts to safeguard it, we will cover it for you.*

If You have opted for this Add-On Cover, this Policy is extended to cover loss of money stolen from a securely locked safe or strong room contained within the Insured Premises as a result of Burglary or Housebreaking or Robbery or Hold up, up to an amount mentioned in Your Policy Schedule/Certificate of Insurance against this Add-On Cover in respect of any one event and in the aggregate .

For the purposes of this Add-On Cover, Money means current coin, bank notes, currency notes, cheques, credit card sales vouchers, negotiable securities, postal orders, money orders, and unused postage stamps that are not part of a collection.

Further, Money stolen from a Securely Locked Safe or Strong room means Money in a securely locked safe or securely locked strong room on the Premises, provided that the key and details of the combination are removed from the premises whilst closed for business.

#### **3. CLEARING UP EXPENSES**

**UIN: IRDAN158RP0019V01201920/A0025V01201920**

*Digit Simplification: We will help you clear up the mess post an unfortunate incident covered under this Policy.*

If You have opted for this Add-On Cover, this Policy is extended to cover clearing up the damage caused to the Premises described in the Policy Schedule/Certificate of Insurance due to Burglary or Housebreaking or Robbery or any attempt thereat or Hold Up, anytime during the Policy Period, including the removal of any debris from the such Premises to the nearest waste disposal site up to an amount mentioned in Your Policy Schedule/Certificate of Insurance against this Add-On Cover in respect of any one event and in aggregate of all occurrences during the Policy Period.

#### **4. TEMPORARY PROPERTY PROTECTION**

**UIN: IRDAN158RP0019V01201920/A0026V01201920**

*Digit Simplification: Till you get back on your feet, we will make sure that your property is protected.*

If You have opted for this Add-On Cover, this Policy is extended to pay the cost of temporary protection for the safety and protection of the property insured while the repair of the damaged premises is ongoing, following an admissible claim, up to amount mentioned in Your Policy Schedule/Certificate of Insurance against this Add-On Cover in respect of any one event and in aggregate of all occurrences during the Policy Period.

#### **5. THEFT EXTENSION**

**UIN: IRDAN158RP0019V01201920/A0027V01201920**

*Digit Simplification: Remember theft is different from burglary, refer to the definitions in the main policy wordings.*

If You have opted for this Add-On Cover, this Policy is extended to cover loss or damage to Property Insured due to theft subject to the Limit of indemnity mentioned in Your Policy Schedule/Certificate of Insurance against this Add-On Cover in respect of any one event and in the aggregate against this Add-On Cover.

#### **6. RIOT, STRIKE, MALICIOUS DAMAGE COVER**

**UIN: IRDAN158RP0019V01201920/A0028V01201920**

*Digit Simplification: When the Property is lost or damaged due to riot, strike and malicious damage, this cover will into action.*

If You have opted for this Add-On Cover, this Policy is extended to cover Loss of or visible physical damage or destruction by external violent means directly caused to the Property Insured but excluding those caused by

- a. Total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.
- b. Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority.
- c. Permanent or temporary dispossession of any building or plant or unit or machinery resulting from the unlawful occupation by any person of such building or plant or unit or machinery or prevention of access to the same.

Subject to the Limit of indemnity mentioned in Your Policy Schedule/Certificate of Insurance in respect of any one event and in the aggregate against this Add-On Cover.

#### **7. FLOATER CLAUSE**

**UIN: IRDAN158RP0019V01201920/A0029V01201920**

*Digit Simplification: This add-on lets you insure property at multiple locations*

If You have opted for this Add-On Cover, the sum Insured in aggregate under the policy is available for any one, more, or all locations as specified in the policy in respect of property insured hereunder.

At all times during currency of policy the insured should have a good internal audit and accounting procedure under which the total amount of risk and the locations can be established at any particular time, if required.

Any change in the address of the locations specifically declared at the inception shall be communicated immediately by the insured.

**8. ESCALATION CLAUSE**

**UIN: IRDAN158RP0019V01201920/A0030V01201920**

*Digit Simplification: This add-on takes care of the inflation part and your Sum Insured shall increase each day by a value of 1/365<sup>th</sup> of the escalation percentage opted by you.*

The following Clause shall be used:

"In consideration of the payment of an additional premium amounting to 50% of the premium produced by applying the specified percentage to the first or the annual premium as appropriate on the under noted items(s) the Sum(s) Insured thereby shall, during the period of insurance, be increased each day by an amount representing 1/365<sup>th</sup> of the specified percentage increase per annum.

Item Number	Specified percentage increase per annum
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Unless specifically agreed to the contrary the provisions of this clause shall only apply to the sums insured in force at the commencement of each period of insurance.

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

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

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

**Specific Conditions Applicable to Escalation Clause:**

- a. The selected percentage increase shall not exceed 25% of the Sum Insured.
- b. The Sum Insured at any point of time would be assessed after application of the Escalation Clause.
- c. Escalation Clause will apply to policies covering Machinery and Accessories only and will not apply to policies covering stock.
- d. The automatic increase operates from the date of inception upto the date of operation of any of the Insured Perils.

**9. PURCHASE PROTECTION EXTENSION**

**UIN: IRDAN158RP0019V01201920/A0031V01201920**

*Digit Simplification: This add-on also covers new items that are due to be purchased in the policy period.*

If You have opted for this Add-On Cover, this Policy is extended to cover any loss of or damage to any new items, belonging to the Insured or Business of the Insured, within the insured premises specified in the Policy Schedule/Certificate of Insurance for 90 consecutive days from the date of Purchase or till the Policy Expiry Date whichever is earlier, , given that

- a. The new item is purchased during the Policy Period
- b. The loss or damage is due to Burglary or Housebreaking or Robbery or Theft (if opted on payment of additional premium)

Subject to the Limit of indemnity mentioned in Your Policy Schedule/Certificate of Insurance in respect of any one event and in the aggregate against this Add-On Cover.

Further, if the insured chooses to inform the Company in writing within 90 days of date of purchase and pays the Company appropriate additional premium due for insuring the purchased item and/or stock under coverage then such purchased items and/ or stock shall be held covered for remaining period of the policy (i.e., balance period after the expiry of the 90 days from the date of purchase) as well as the sum insured under this section will be restored till the expiry of the Policy Period.

**Special Conditions applicable to Purchase Protection Extension:**

- a. In the event of a claim, the insured shall submit conclusive proof of purchase in respect of the new items claimed to be lost or damage covered under this Add-On Cover.
- b. The liability of the Company shall not exceed- the actual net amount paid by the insured as per the sale receipt, credit invoice or the sum insured under this extension, whichever is less.

**Exclusions applicable to Purchase Protection Extension:**

The Company shall not be liable:

1. For the amount of the Deductible/Excess specified in the Schedule ascertained after the application of all other terms and conditions of this Policy including any condition of average (under-insurance)
2. Computer software or intangible items, Animal and/ or plant life, Consumable or Perishable items (including but not limited to food, drugs, fuel or oil), Second hand items including antiques.
3. Normal wear and tear or damage arising from inherent defect in the purchased item

**10. WAIVER OF UNDERINSURANCE**

**UIN: IRDAN158RP0019V01201920/A0032V01201920**

**If you have opted for this Add-On Cover, Condition No. 9 – Condition of Average Clause will be amended as below:**

**A. Where Sum Insured is opted on Market Value Basis or Reinstatement Value Basis:**

If the property hereby insured shall at the time of happening of any loss, destruction or damage be collectively of greater value than the sum insured thereon then the Insured shall be considered as being his own insurer for the difference and shall bear rateable proportion of the loss accordingly. Every item if more than one of the Policy shall be separately subject to this Condition.

Provided however, if the Sum Insured specified in Policy Schedule/Certificate of Insurance in respect of such item(s) is greater than the **(1- percentage specified in Policy Schedule/Certificate of Insurance as “Waiver of underinsurance limit”)** of the value of the item(s), this condition shall be of no purpose and effect.



*Example: if sum insured is 8500 and actual value of item at the time of claim is 10000 and assuming "waiver of underinsurance limit" is 20%. So,  $1 - \text{"waiver of underinsurance limit"} = 1 - 20\% = 80\%$  and  $\text{sum insured/item value} = 8500/10000 = 85\%$ . Since;  $(\text{sum insured/item value})$  is greater than  $(1 - \text{"waiver of underinsurance limit"})$ , hence this condition shall be of no purpose and effect.*

**B. Where Sum Insured is on First Loss Basis as a Percentage of Actual Value at Risk:**

If the insured Property under this Policy shall at time of happening of any loss, destruction or damage be collectively of greater value than the total value declared by You, then You shall be considered as Your own Insurer for the difference and accordingly Company's liability is restricted to same proportion of the loss as the declared total value bears to the actual total value found out at the time of loss.

Provided however, if the total value declared by You as specified in Policy Schedule/Certificate of Insurance in respect of such item(s) is greater than the **(1- percentage specified in Policy Schedule/Certificate of Insurance as "Waiver of underinsurance limit")** of the value of the item(s), this condition shall be of no purpose and effect.

**Note: This Add-On is not applicable to Policies where Sum Insured is Opted on First Loss Basis in terms of Specific/Absolute Amount.**