

OFFICE PACKAGE INSURANCE POLICY

CONTENTS

- A. Preamble
- B. General Definitions (Applicable to all sections)
 - 1. Section I-Fire & Allied Perils
 - 1.1. Coverage (What we cover)
 - 1.2. Exclusions (What we exclude)
 - 1.3. Deductible
 - 1.4. Conditions applicable to Section I.
 - 2. Section II—Burglary & Robbery
 - 2.1. Definitions
 - 2.2. Coverage (What we cover)
 - 2.3. Exclusions (What we exclude)
 - 3. Section III--Business Interruption (Fire & Allied Perils)
 - 3.1. Definitions
 - 3.2. Coverage (What we cover)
 - 3.3. Basis of Claim Settlement
 - 3.4. Conditions applicable to Section III.
 - 4. Section IV-Money Insurance
 - 4.1. Definitions
 - 4.2. Coverage (What we cover)
 - 4.3. Exclusion (What we exclude)
 - 5. Section V- Plate Glass and Neon Signs/Glow Sign
 - 5.1. Coverage (What we cover)
 - 5.2. Exclusion (What we exclude)
 - 6. Section VI-Electronic Equipment
 - 6.1. Definition
 - 6.2. Coverage (What we cover)
 - 6.3. Exclusion (What we exclude)
 - 6.4. Conditions applicable to Section VI.
 - 7. Section VII- Machinery Breakdown
 - 7.1. Definition
 - 7.2. Coverage (What we cover)
 - 7.3. Exclusion (What we exclude)
 - 7.4. Conditions applicable to Section VII.
 - 8. Section VIII - All Risk Insurance
 - 8.1. Definition
 - 8.2. Coverage (What we cover)
 - 8.3. Exclusion (What we exclude)
 - 8.4. Conditions applicable to Section VIII.
 - 9. Section IX -Personal Accident
 - 9.1. Definitions
 - 9.2. Coverage (What we cover)
 - 9.3. Exclusions (What we exclude)
 - 9.4. Table of Benefits
 - 10. Section X- Fidelity Guarantee
 - 10.1. Definition
 - 10.2. Coverage (What we cover)
 - 10.3. Exclusion (What we exclude)
 - 10.4. Conditions applicable to Section IX
 - 11. Section XI- Public Liability
 - 11.1. Definition
 - 11.2. Coverage (What we cover)
 - 11.3. Exclusion (What we exclude)
 - 11.4. Conditions applicable to section X.
 - C. GENERAL CONDITIONS
 - D. GENERAL EXCLUSIONS

IMPORTANT

This Policy has been issued based on information provided by you. Please read this Policy carefully and make sure that you understand it. In case of any concerns regarding the policy, please call our Toll free number or write to the nearest Raheja QBE Office.

A. THE INSURANCE CONTRACT

- a) The Policy is an evidence of the contract between You (Policy Holder) and Us (Company).
- b) The proposal or any information supplied by You forms the basis of this contract.
- c) The Policy, the Schedule and any Endorsement are to be read as one document and any word or expression used with a specific meaning in any of them has the same meaning wherever it appears.
- d) This policy has been issued on receipt of premium from You for the period stated in the schedule. Any subsequent renewal will require our acceptance of your proposal and your payment of premium for the renewal period.
- e) The terms, conditions and exceptions that appear in the Policy or in any endorsement are part of the contract and must be complied with. Failure to comply may result in the claim being denied.

B. GENERAL DEFINITIONS (Applicable to all Sections)

- a) **You/Your** : The person (s) named as Insured in the Schedule
- b) **We/Us/Our** : Raheja QBE General Insurance Company Limited
- c) **Proposal**: The application form you sign for this insurance and/or any other information you give to us or which is given to us on your behalf.
- d) **Policy**: Policy wording, the Schedule, the Proposal form and Endorsement / Memoranda if any.
- e) **Schedule**: The document which describes you, the cover that applies the Period of Insurance and other details of your policy.
- f) **Sum Insured**: It means the amount stated in each section of the Schedule which shall be our maximum liability under this Policy for all claims under each section during the Policy period.
- g) **Period of Insurance**: The time period for which the contract of insurance is valid as shown in the Policy Schedule.
- h) **Deductible**: The amount stated in each section in the Schedule, which shall be borne by you first, in respect of each and every claim made under this Policy. Our liability to make any payment under the Policy is in excess of the Deductible.
- i) **Valuables**: Valuables means (a) gold or silver or any precious metals or articles made from any precious metals (b) watches or Jewellery or precious stones or models or coins or curios, sculptures, manuscripts, stamps, collection of stamps, rare books, medals, moulds, designs or any other collectibles (c) deeds, ATM cards, credit cards, bonds, bills of exchange, bank notes, treasury or promissory notes, cheques, money, securities or any other negotiable instrument.
- j) **Insured Premises**: The place(s) named in the Schedule from which you operate your business
- k) **Market Value**: This is the basis of Sum Insured for stocks under this policy. Market value for stocks means the procurement value of stocks from the same or similar source at the time of damage or Loss.
- l) **Reinstatement Value**: This is the basis of Sum insured for all assets other than stocks under this Policy. Reinstatement Value represents the replacement value of the asset as New at time of Damage or Loss.

1. SECTION I - FIRE AND ALLIED PERILS-BUILDINGS & CONTENTS

1.1. Coverage

Loss or Damages directly caused to Building and its Contents by insured perils listed hereunder and subject to its not being otherwise excluded.

1.1.1. Fire

Excluding destruction or damage caused to the property insured by

1.1.1.1. Destruction or damage caused to the property by its own fermentation, natural heating or spontaneous combustion or its undergoing any heating or drying process

1.1.1.2. Burning of property insured by order of any Public Authority

1.1.2. Lightning

1.1.3. Explosion/Implosion

Excluding loss, destruction of or damage

1.1.3.1. To boilers (other than domestic boilers), economizers or other vessels, machinery or apparatus (in which steam is generated) or their contents resulting from their own explosion/ implosion.

1.1.3.2. Caused by centrifugal forces.

1.1.4. Aircraft Damage

Loss, Destruction or damage caused by Aircraft, other aerial or space devices and articles dropped there from excluding those caused by pressure waves.

1.1.5. Riot, Strike and Malicious Damage

Loss of or visible physical damage or destruction by external violent means directly caused to the property insured but excluding those caused by

1.1.5.1. Total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.

1.1.5.2. Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority.

1.1.5.3. 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.

1.1.5.4. Burglary, housebreaking, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any malicious act.

If the Company alleges that the loss/damage is not caused by any malicious act, the burden of proving the contrary shall be upon the insured.

1.1.6. Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation

Loss, destruction or damage directly caused by Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood or Inundation

1.1.7. Impact Damage

Loss of or visible physical damage or destruction caused to the property insured due to impact by any Rail/ Road vehicle or animal by direct contact not belonging to or owned by

1.1.7.1. The Insured or any occupier of the premises or

1.1.7.2. Their employees while acting in the course of their employment.

1.1.8. Subsidence and Landslide including Rock slide

Loss, destruction or damage directly caused by Subsidence of part of the site on which the property stands or Land slide/Rock slide excluding:

1.1.8.1. The normal cracking, settlement or bedding down of new structures

1.1.8.2. The settlement or movement of made up ground

1.1.8.3. Coastal or river erosion

1.1.8.4. Defective design or workmanship or use of defective materials

1.1.8.5. Demolition, construction, structural alterations or repair of any property or ground works or excavations.

1.1.9. Bursting and/or overflowing of Water Tanks, Apparatus and Pipes

1.1.10. Missile testing operations

1.1.11. Leakage from Automatic Sprinkler Installations

Excluding loss, destruction or damage caused by

1.1.11.1. Repairs or alterations to the buildings or premises

1.1.11.2. Repairs, Removal or Extension of the Sprinkler Installation

1.1.11.3. Defects in construction known to the Insured.

1.1.12. Bush Fire

Excluding loss, destruction or damage caused by Forest Fire.

1.1.13. Earthquake – Fire and Shock

1.2. DEDUCTIBLE

1.2.1. 5% of claims amount for Act of God Perils (Lightning, Storm, Tempest, Flood, Inundation and the like, subsidence, landslide, rockslide, earthquake) subject to a minimum of Rs. 10,000/-.

1.2.2. First Rs. 10,000 for each and every loss arising out of other perils in respect of which you are indemnified by this policy.

The deductible shall apply per event.

1.3. CONDITIONS APPLICABLE TO SECTION I

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

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

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

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

1.3.2.1. If the nature of the occupation of or other circumstances affecting the building insured or containing the insured property be changed in such a way as to increase the risk of loss or damage by Insured Perils.

1.3.2.2. If the building insured or containing the insured property becomes unoccupied and so remains for a period of more than 30 days.

1.3.2.3. If the interest in the property passes from the insured otherwise than by will or operation of law.

1.3.2.4. **Designation of Property Clause:** For the purpose of determining, where necessary, the item under which any property is insured, the insurers agree to accept the designation under which the property has been entered in the insured's books.

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

Special Provisions for Reinstatement Value clause

1.3.2.5.1. The work of replacement or reinstatement (Which may be carried out upon another site and in any manner suitable to the requirements of the insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable dispatch and in any case must be completed within 12 months after the destruction or damage or within such further time as we may in writing allow, otherwise no payment beyond the amount which would have been payable under the policy if this memorandum had not been incorporated therein shall be made.

1.3.2.5.2. Until expenditure has been incurred by you in replacing or reinstating the property destroyed or damaged we shall not be liable for any payment in excess of the amount which would have been payable under the policy if this memorandum had not been incorporated therein.

1.3.2.5.3. If as on the date of loss, the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the property covered had been destroyed, exceeds the sum Insured thereon at the commencement of any destruction or damage to such property by any of the perils insured against by the policy, you shall be considered as being your own insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item of the policy (if more than one) to which this memorandum applies shall be separately subject to the foregoing provision.

This Memorandum shall be without force or effect if:

1.3.2.6. You fail to intimate to us within 6 months from the day of destruction or damage or such further time we may in writing allow your intention to replace or reinstate the property destroyed or damaged.

1.3.2.7. You are unable or unwilling to replace or reinstate the property destroyed or damaged on the same or another site

2. SECTION II - BURGLARY & ROBBERY

2.1. DEFINITIONS

2.1.1. **Burglary:** Burglary means theft following upon an actual forcible and violent entry of or exit from your premises by the person or persons committing such theft.

2.1.2. **Contents:** Content means the items specified in the Schedule under this section.

2.1.3. **Safe:** Safe means a strong cabinet within the premises designed for the safe and secure storage of valuable items maximum to the extent of one day's sale proceeds and access to which is restricted.

2.1.4. **Strong Room:** Strong Room means a room within the premises designed for the secure storage of money and access to which is restricted.

2.2. COVERAGE

2.2.1. Loss or Damages directly caused to '**Contents**' or any part thereof, whilst kept in your premises

2.2.2. **Damage** to your premises (including reasonable costs for damaged locks at the entry and/or exit points)

2.2.3. Loss of **money** contained in Safe or Strong Room

2.2.4. Loss of **money** from the cashier's till and/or counter

2.2.5. Loss or damage caused by actual or attempted burglary and/or robbery during the policy period.

However, in respect of "Loss of money contained in Safe, Strong Room, Till, Counter" Our liability for any one loss shall be limited in all to money equivalent to maximum one day's collection only or the sums mentioned in the schedule which ever is less.

2.3. EXCLUSIONS

2.3.1. Loss or damage from any yard, garden outbuilding (including sheds or garages not attached to the building) or any other property outside the confines of the premises unless specified in the Schedule

- 2.3.2. Valuables and cash in safe, unless specifically covered in the Schedule.
- 2.3.3. Loss or damage of motor vehicles, trailers.
- 2.3.4. Loss or damage in which you, your employees or any other person lawfully on your premises is or is alleged to be in any way concerned or implicated in the actual theft or damage to any of the articles or premises.
- 2.3.5. Loss or damage resulting from an act of Riot, Strike, Malicious Damage and Terrorism.
- 2.3.6. Unexplained losses, shortages due to error or omissions, losses discovered when making an inventory or a periodic stock taking or loss resulting from your voluntarily parting with title.
- 2.3.7. Damage to glass and sign boards
- 2.3.8. Live stock
- 2.3.9. Loss or damage to contents or stock when the premises are left unoccupied for more than 30 consecutive days unless the same has been reported to us in writing and our written approval obtained.
- 2.3.10. Contents from the safe following the use of a key to gain access to the safe, or any duplicate thereof belonging to you unless such key has been obtained by aggressive or violent means.
- 2.3.11. Any consequential loss or legal liability
- 2.3.12. First Rs 1000/- under each and every claim

3. SECTION III - BUSINESS INTERRUPTION (FIRE)

3.1. DEFINITIONS

- 3.1.1. **Fire & allied perils:** Fire, lightning, explosion/implosion, aircraft damage, riot, Strike, malicious damage, storm, cyclone, typhoon, tempest, hurricane, tornado, flood, inundation, impact damage, subsidence, landslide, rockslide, bursting and/or overflowing of water tanks, apparatus and pipes, missile testing operations, leakage from automatic sprinkler installations, bush fire, earthquake.
- 3.1.2. **Indemnity Period:** The period beginning with the occurrence of the Damage and ending not later than number of months specified in the Schedule thereafter during which the result of the business shall be affected in consequence of the Damage.
- 3.1.3. **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 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.
- 3.1.4. **Net Profit:** The net trading profit (exclusive of all capital receipt and accretions and all outlay properly chargeable to capital) resulting from your business at the premises (the address of insured premises as specified in the schedule) after due provision has been made for all Standing and other charges including depreciation, but before the deduction of any taxation chargeable on profits.
- 3.1.5. **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.

<p>RATE OF GROSS PROFIT – The rate of Gross Profit earned on the turnover during the financial year immediately before 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>ANNUAL TURNOVER – The Turnover during the twelve months immediately before the date of the damage.</p>	
<p>STANDARD TURNOVER –The Turnover during that Period in the twelve months immediately before the date of the damage which corresponds with the Indemnity Period.</p>	

3.2. COVERAGE

If Your Business is interrupted because of a loss or damage at the Premises by Fire & allied perils for which valid claim is payable under Section 1 of this Policy, We will pay for the loss resulting from the interruption in respect of the following items in accordance with the Basis of Settlement and the Limit of Liability.

- 3.2.1. **Reduction** in Turnover
- 3.2.2. **Increase** in the cost of working

3.3. BASIS OF CLAIM SETTLEMENT

The amount payable as indemnity shall be,

- 3.3.1. 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.
- 3.3.2. 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 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 standing charges 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 Annual Turnover, the amount payable shall be proportionately reduced.

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 you or by others on your 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 you declare, 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 us 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.

3.4. CONDITIONS APPLICABLE TO SECTION III

3.4.1. Duties Following an accident

In the event of any occurrence, which might give rise to a claim under this Policy, you shall take all steps within your power to minimise the extent of the loss or damage;

3.4.2. The insurance by this Policy shall cease if:

3.4.2.1. The business be wound up or carried on by a Liquidator or Receiver or permanently discontinued; Or

3.4.2.2. Your interest ceases otherwise than by death; Or

3.4.2.3. 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.

3.4.3. Material Damage Clause:

It is hereby declared and agreed that at the time of the happening of the damage there shall be in force an insurance covering the interest of your property at the premises against such damage and that payment shall have been made or liability admitted therefor under such insurance. However, this clause shall not apply where payment is not made under Fire Policy except due to operation of a proviso in Fire Policy excluding liability of losses below a specified amount.

4. SECTION IV MONEY IN TRANSIT

4.1. DEFINITIONS

4.1.1. **Money:** Money in transit shall mean Money for, the payment of wages, salaries & other earnings or for petty cash, in direct transit from the bank to Your premises from the time the money is received from the bank by You or Your authorized employee/s until delivered at the premises or other place of

disbursement and whilst there until paid out provided that out of business hours, such money shall be secured in locked safe or locked strong room on the premises.

Cheques drawn by You to provide for such money are also covered whilst in transit from the premises to the bank.

Money (other than described in (4.1.1) above) in Your or Your authorised employee/s personal custody whilst in direct transit from/to Your premises /bank/P.O/any other specified premises.

4.1.2. **Safe:** Safe means a strong cabinet within the premises designed for the safe and secure storage of valuable items maximum to the extent of one day's sale proceeds and access to which is restricted.

4.1.3. **Strong Room:** Strong Room means a room within the premises designed for the secure storage of money and access to which is restricted.

4.2. **COVERAGE**

Loss of money while in transit whilst carried by You or Your authorised employees, caused during the Policy period by robbery, theft or any other fortuitous event not specifically excluded.

4.3. **EXCLUSIONS**

4.3.1. Loss of money carried by any person other than You or Your employees

4.3.2. Loss of money due to pick pocketing, mysterious disappearance or unexplained shortage.

4.3.3. Loss of Money unless FIR is lodged within 12 Hrs of occurrence of loss and Police Report obtained.

4.3.4. Arising out of shortages due to clerical or accounting errors, omissions, depreciation

4.3.5. Consequential loss of any nature.

4.3.6. Loss of money where You or Your employee is involved as 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

4.3.7. Loss occurring on the premises, after office hours, unless the money is in a locked safe or strong room.

4.3.8. Money carried out under contract of affreightment.

4.3.9. Loss of money from any unattended vehicle.

4.3.10. Loss of money in transit by post/courier.

4.3.11. Loss arising out of or due to or related to use of counterfeit money.

4.3.12. Loss occasioned by Riot, Strike or terrorist activity.

5. **SECTION V - PLATE GLASS AND NEON SIGNS/GLOW SIGNS**

5.1. **COVERAGE**

5.1.1. Any Sudden, unforeseen, accidental loss or damage to Plate Glass/Neon Signs/Glow Signs.

5.1.2. Damage to frame and framework of any description following breakage of Glass and/or Neon Boards/glow signs subject to a maximum of Rs 5000/-.

5.1.3. Following breakage of Glass, the cost of tinting, lettering, painting, embossing, silvering or any other ornamental work on the replacement Glass, provided that such costs have been included in the Sum Insured of the Glass under this Section.

5.2. EXCLUSIONS

- 5.2.1. First Rs 1000/- under each and every claim
- 5.2.2. Breakage or damage during removal, alteration and repairs carried out at your premises.
- 5.2.3. Scratching other than the fracture extending through the entire thickness of Plate Glass.
- 5.2.4. Damage or breakage to Plate Glass or Neon Signs, Glow Signs which are not securely fixed.
- 5.2.5. Any loss or damage caused willfully by you or your employees, or any loss or damage in which you or any person acting on your behalf is or is alleged to be involved or implicated.
- 5.2.6. Any loss or damage for which the manufactures or supplier is responsible.
- 5.2.7. Any costs incurred in connection with the elimination of functional failures unless such failures were caused by an indemnifiable event
- 5.2.8. Loss or damage caused by sun, rain, hail or climatic or atmospheric conditions.
- 5.2.9. Fusing or burning out of bulbs and/or tubes howsoever caused

6. SECTION VI - ELECTRONIC EQUIPMENT INSURANCE

6.1. DEFINITION:

6.1.1. **Electronic Equipment:** Electronic Equipment means the items specified in the Schedule and which are contained or fixed at or in the insured premises. This may include computer, fax machine, televisions sets or any other electronic item including accessories and/or system software.

6.2. COVERAGE

Loss or damage to Electronic Equipment caused by unforeseen and sudden accident from any cause other than those specifically excluded.

Loss or damage to External Data Media and/or costs of restoring information and data stored therein.

NB 1: This cover is applicable during the period when after successful completion of their performance/acceptance test, such equipments, parts, accessories are at work or at rest or being dismantled for the purpose of cleaning, overhauling or in course of aforesaid operation themselves or when being shifted within the premises or during re-erection.

NB 2: We will not be liable for payment for the restoration of information and data stored in the External Data Media unless this can be achieved from a back up system for the lost data and information.

6.3. EXCLUSION

- 6.3.1. The first 5% or Rs 2500/- (whichever is higher) of each and every claim in respect of damage to electronic equipments and the first 5% or Rs 1000/- whichever is higher of any claim concerning External Data Media.
- 6.3.2. Damage due to faults/defects existing at the commencement of this insurance and known to You , whether such faults/defects were known to Us or not and any willful act or negligence of You or Your employees
- 6.3.3. Damage due to continuous influence of operation (e.g. wear and tear, cavitation, erosion, corrosion, incrustation) gradual deterioration and climatic condition.
- 6.3.4. Any cost incurred in connection with elimination of functional failures unless such failures were caused by Damage covered under this Section of the Policy.
- 6.3.5. Damage for which the manufacturer or supplier is responsible either by law or under contract or any amount recoverable under the terms of Maintenance Agreement.
- 6.3.6. Damage to rented or hired equipments for which owner is responsible either by law or under lease and/or Maintenance Agreement.
- 6.3.7. Cost of transporting the electronic equipment to and from the place of repair.
- 6.3.8. Damage to consumable items (e.g. bulbs, valves, tubes, ribbons, fuses, seals, belts, wires, chains, exchangeable tools, objects made of glass, porcelain or ceramics and operating media as well as aesthetic defects like scratches etc. unless such parts are affected by an indemnifiable Damage to the insured Item itself).
- 6.3.9. Damage to external antenna, dishes, masts and fittings by theft.
- 6.3.10. Damage arising through fitting, adjustment, repair or dismantling of any part of said equipment/installation other than by an authorised representative of an Electronic Equipment manufacturer, dealer or that of a reputed repairer.
- 6.3.11. Any cost required for alteration, improvement or overhaul or for making drawings, patterns and core boxes.
- 6.3.12. Damage by pressure waves caused by aircraft and other aerial devices traveling at sonic or supersonic speeds.
- 6.3.13. Loss or damage to mobile phones or other similar communication devices
- 6.3.14. False programming, punching, labeling or inserting or the inadvertent canceling of information or data contained in External Data Media.
- 6.3.15. Consequential Loss of any kind or description whatsoever.

6.4. CONDITIONS APPLICABLE TO SECTION VI

- 6.4.1. **Sum Insured:** The Sum Insured shall be equal to cost of replacement of Electronic Equipment as new of same kind, type and capacity including freight, dues and custom duties and also cost of dismantling and re-erection. The value of system software also must form part of the sum insured.

6.4.2. **Claim Settlement:** The basis of claim settlement can be on either Repair basis or on a Total Loss basis. The total loss basis is adopted if the cost of repair exceeds or equals the Market Value of the Equipment immediately before the Damage.

In case of settlement on repair basis No deduction will be made for depreciation in respect of parts replaced except those with limited life.

For Total Loss Basis settlement Market Value of item will be calculated by deducting proper depreciation from the Replacement Value of item as new of same kind, type and capacity. If the damaged items become obsolete, then all cost necessary to replace the damaged item with a follow up model less suitable deduction for improvements will be allowed.

The Sum Insured under the Policy if found to be less than the amount required to be insured as described under "Sum Insured" above, then We will pay only in such proportion as the Sum Insured bears to the amount required to be insured. Each and every item shall be subject to this condition separately.

7. SECTION VII - MACHINERY BREAKDOWN INSURANCE

7.1. DEFINITION:

7.1.1. **Business Equipments:** Business Equipments means the electrical and/or mechanical equipments specified in the Schedule which are contained in or fixed at the insured premises and used solely in the course of the Business

7.2. COVERAGE

Loss or damage to Business Equipments by unforeseen and sudden accident from any cause other than those specifically excluded, whilst located in the premises and necessitating its immediate repair or replacement.

7.3. EXCLUSIONS

7.3.1. The first Rs 250/- or 1% of Sum Insured whichever is higher for each loss or damage.

7.3.2. Damage covered under Maintenance agreement or for which manufacturer or supplier is responsible

7.3.3. Damage resulting from overload experiment or test requiring imposition of abnormal conditions.

7.3.4. Damage due to deterioration of or wearing away of any item caused by or as a result of normal use or exposure, atmospheric or climatic conditions, rust, corrosion, moth, vermin or insect.

7.3.5. Gradually developing flaws, defects, cracks or partial fractures in any part not necessitating immediate stoppage, although at some future time repair or replacements of parts affected may be necessary.

7.3.6. Damage due to faults/defects existing at the commencement of this insurance and known to You, whether such faults/defects were known to Us or not and any wilful act or negligence of You or Your employees

7.3.7. Damage to consumables such as ropes, rubber items, dies, moulds, blade, cutters, knives, exchangeable tools, engraved or impression cylinders or rolls, glass and porcelain items, ceramics, operating media, belts or wires, fabrics, anti-corrosive, non metallic linings unless such parts are affected by an indemnifiable Damage to the insured item itself

7.3.8. Cost of transport to the repair shop and back of any damaged item.

- 7.3.9. Loss or damage to any Business Equipment by perils insurable under other Sections of this Policy.
- 7.3.10. Loss or damages to mobile phones or any other portable equipment.
- 7.3.11. Any costs incurred in connection with the maintenance of Business Equipment including parts replaced in the course of such maintenance operations.
- 7.3.12. Consequential loss of any kind or description whatsoever.

7.4. CONDITIONS APPLICABLE TO SECTION VII

- 7.4.1. **Sum Insured:** It is a requirement of this insurance that the Sum Insured in respect of items specified in the Schedule shall be equal to the cost of replacement of the insured property by new property of the same kind and capacity, including freight, custom duties.
- 7.4.2. **Claim Settlement:** The basis of claim settlement can be on either Repair basis or on a Total Loss basis. The total loss basis is adopted if the cost of repair exceeds or equals the Market Value of the Equipment immediately before the Damage.

In case of settlement on repair basis No deduction will be made for depreciation in respect of parts replaced except those with limited life.

For Total Loss Basis settlement Market Value of item will be calculated by deducting proper depreciation from the Replacement Value of item as new of same kind, type and capacity. If the damaged items become obsolete, then all cost necessary to replace the damaged item with a follow up model less suitable deduction for improvements will be allowed.

The Sum Insured under the Policy if found to be less than the amount required to be insured as described under "Sum Insured" above, then We will pay only in such proportion as the Sum Insured bears to the amount required to be insured. Each and every item shall be subject to this condition separately.

8. SECTION VIII - ALL RISK INSURANCE (PORTABLE EQUIPMENT)

8.1. DEFINITION

- 8.1.1. **Market Value:** It means the Replacement Value of insured property or item as New at the time of Damage or Loss less due allowance for betterment, wear and tear and/or depreciation.

8.2. COVERAGE

We hereby agree with You that if the property/properties or any part thereof entered in the Schedule suffer any physical loss or damage from any cause, other than those specifically excluded necessitating repair or replacement, We will indemnify You in respect of such loss or damage as hereinafter provided by repair or replacement at Our option or payment, up to an amount not exceeding in any one year of insurance in respect of each of the properties specified in the Schedule, the sum set opposite thereto and not exceeding in all the total sum expressed in the Schedule as insured hereby.

8.3. EXCLUSION

- 8.3.1. Damage caused by any process of cleaning, dyeing or bleaching, restoring, repairing or renovation or deterioration arising from wear and tear, moth, vermin, insects or mildew or any other gradually operating cause.
- 8.3.2. Breakage, cracking or scratching of crockery, glass, cameras, binoculars, lenses, sculptures, curios, pictures, musical instruments, sports gear and similar articles of brittle or fragile nature, unless caused by fire or accident to the means of conveyance.
- 8.3.3. Loss or damage caused by mechanical or electrical derangement/breakdown of any article unless caused by accidental external means.
- 8.3.4. Over winding, denting or internal damage of watches and clocks.
- 8.3.5. Loss or damage to money, securities, manuscripts, deeds, bonds, bills of exchange, promissory notes, stock or share certificates, stamps, travel tickets, travelers' cheques, business books or documents.
- 8.3.6. Any loss or damage arising through delay, detention or confiscation by Customs or other authorities.
- 8.3.7. Loss or damage whether direct or indirect arising from War, Warlike operations, Act of Foreign Enemy, Hostilities (whether war be declared or not), Civil war, rebellion, Insurrection, Civil Commotion, Military or Usurped Power, Seizure, Capture, confiscation, Arrests Restraints and Detainment by the order of any Government or any other authority.
 - 8.3.7.1. Any loss, destruction or damage to any property whatsoever or any loss or expense whatsoever, resulting or arising there from or any consequential loss and any legal liability of whatsoever nature, directly or indirectly caused by or contributed to by or arising from ionising, radiation or contamination by radioactivity from any source whatsoever.
 - 8.3.7.2. Any loss, destruction, damage or legal liability directly or indirectly caused by or contributed to by or arising from Nuclear Weapons Material.
- 8.3.8. Loss or destruction of or damage to any property whatsoever (including a computer) or any loss or expense whatsoever resulting or arising there from;
 - 8.3.8.1. Any legal liability of whatsoever nature;
 - 8.3.8.2. Any consequential loss; directly or indirectly caused by or contributed to by or consisting of or arising from the incapacity or failure of any equipment

8.4. CONDITIONS APPLICABLE TO SECTION VIII

8.4.1. Geographical Scope

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

8.4.2. Property Not Covered

Fountain pens, spectacles, musical instrument, Cufflinks, clothing, cigarette cases, silver utensils, money, securities, Manuscripts, Deed Bonds, Traveler's cheques, Books of Accounts etc.

8.4.3. **Single Article Limit:** Unless specially and separately stated, our liability in respect of each article or pair of articles shall not exceed 10% of the Total Sum Insured under this policy.

8.4.4. **Articles In Pairs Or Sets:** Where any item insured hereunder consists of articles in pair or set, our liability in respect there of shall not exceed the value of any particular part or parts which may be lost or damaged without reference to any special value which such article or articles may have as part of such pair or set nor more than a proportionate part of the insured value of the pair or set.

9. SECTION IX - PERSONAL ACCIDENT

9.1. DEFINITIONS

9.1.1. **Capital Sum Insured:** It means the Monetary Amounts shown against each of the insured person.

9.1.2. **Bodily Injury:** It shall mean accidental bodily injury solely and directly caused by external, physical and visible cause.

9.1.3. **Insured Person:** The person(s) named as insured person in the Schedule which may include you and your employee(s), spouse, dependent children and dependent parents.

9.1.4. **Permanent Total Disability:** The bodily injury that within 12 months from the date of accident totally, irrevocably and absolutely prevents you from engaging in any kind of occupation as specified under the Table of Benefits.

9.1.5. **Accidental Death:** Accidental death means death resulting from Bodily Injury solely and independently of any other cause except illness directly resulting from, or medical or surgical treatment rendered necessary for such injury, occasions the death of the insured person within 12 months from the date of accident.

9.2. COVERAGE

Bodily injury directly resulting to the Accidental Death or Permanent Total Disability to the Insured person as per the Table of Benefits. We shall pay to the insured person or his/her legal representative / assignee the compensation set forth in Table of Benefits (as percentage of Capital Sum Insured.)

9.3. EXCLUSION

9.3.1. Compensation under more than one of the benefits mentioned in Table of Benefits in respect of same period of disablement.

9.3.2. Any other payment after a claim under one of the benefits 1, 2, 3 and 4 in Table of benefits has been admitted and becomes payable.

9.3.3. Any payment in case of more than one claim under this section during any one period of Insurance by which our liability in that period would exceed CSI

9.3.4. Payment of compensation in respect of death or injury as a consequence of or resulting in

9.3.4.1. Natural Death

9.3.4.2. Committing or attempting suicide, intentional self-injury.

9.3.4.3. Whilst under influence of intoxicating liquor.

- 9.3.4.4. Drug addiction or alcoholism.
- 9.3.4.5. Whilst engaged in any adventurous sports and/or hazardous activities.
- 9.3.4.6. Committing any breach of law with criminal intent.
- 9.3.4.7. Pregnancy including child birth, miscarriage, abortion or complication arising there from.
- 9.3.4.8. Participation in any naval, military or air force operations.
- 9.3.4.9. Venereal or sexually transmitted diseases.
- 9.3.4.10. HIV and or related illness
- 9.3.4.11. Curative treatments or interventions

TABLE OF BENEFITS	PERCENTAGE OF CAPITAL SUM INSURED
1. Accidental Death	100
2. a) Loss of sight (both eyes)	100
b) Physical separation of or loss of ability to use both hands or both feet	100
c) Physical separation of or loss of ability to use one hand and one foot	100
d) Loss of sight of one eye and physical separation of or loss of ability to use either one hand or one foot	100
3. a) Loss of sight of one eye	50
b) physical separation of or loss of ability to use one hand or one foot	50
4. Permanent Total and absolute disablement	100

10. SECTION X - FIDELITY GUARANTEE

10.1. DEFINITION

10.1.1. **Employees:** The term "Employee" wherever appearing in this policy means any person (other than a person whose employment is of a casual nature or who is employed otherwise than for the purposes of Your business) who has entered into a contract of employment with You whether such contract of employment is express or implied, oral or in writing.

10.2. COVERAGE

Direct pecuniary loss sustained by you in consequence of any fraudulent or dishonest act of an Employee if

- 10.2.1. You are able to identify which employee is responsible
- 10.2.2. The employee's dishonesty happens during the period of insurance
- 10.2.3. The loss is reported to the police immediately upon discovery

NB: Any monies which, but for the dishonest conduct of the Employee concerned, would have been payable by you to the Employee (or which may come into your custody, care or control) shall be applied by you against the amount payable by us in diminution or extinction of any loss.

10.3. EXCLUSIONS

- 10.3.1. Any act of employee dishonesty committed by a person whom you knew to be dishonest.
- 10.3.2. Any loss resulting directly or indirectly from trading in securities: whether in your name and whether in a genuine or fictitious account
- 10.3.3. Losses reported after 90 days from the date of cancellation or expiry of the policy period.
- 10.3.4. Consequential loss of any kind.
- 10.3.5. Legal liability of any kind
- 10.3.6. Any expenses incurred by you in establishing the existence of or quantification of any fact or loss giving rise to a claim under this policy

10.4. CONDITIONS APPLICABLE TO SECTION X

We will not be liable for and no indemnity will be provided by us in respect of any loss arising in circumstances where:

- 10.4.1. You carry on any business other than the Business stated in the proposal
- 10.4.2. The duties or terms of service of Employees differ from those described in the proposal
- 10.4.3. The precautions and checks for ensuring the accuracy of your accounts are not the same as at the time of commencement of insurance.

11. SECTION XI - PUBLIC LIABILITY

11.1. DEFINITIONS:

- 11.1.1. **Defence Costs:** Defence Costs means the expenses incurred by you or on your behalf, in the investigation or settlement or defence of a claim and shall include legal costs and disbursements.
- 11.1.2. **Limit of liability:** Limit of Liability means the amount stated in the schedule, which shall be our maximum liability under this section (inclusive of Damages and/or Defence Costs, and regardless of the number of claimants or the total number or amount of Claims made against you) for any one cause and in the aggregate for all Claims made during the Policy Period.

11.2. COVERAGE

We will indemnify you against legal liability to pay compensation including the Defence costs incurred by you with our written consent, anywhere in India, in accordance with the Indian law, against

- 11.2.1. Third Party Property Damage
- 11.2.2. Third Party injury/death

Caused in the course of the Business by an accident in your business premises, occurring and notified to us during the policy period.

11.3. EXCLUSION

- 11.3.1. Any liability arising out of a contractual obligation.
- 11.3.2. Any Liability arising out of wilful or intentional non-compliance of any statutory regulations.
- 11.3.3. Any bodily injury of any person under a contract of employment with you, your contractors or sub-contractors arising out of and in the course of employment
- 11.3.4. Consequential loss of any kind
- 11.3.5. Any Liability arising out of Libel, slander, false arrest, wrongful eviction, wrongful detention, defamation including mental injury, shock resulting there from.
- 11.3.6. Liability arising out of Vehicles covered under Indian Motor Vehicle Act.
- 11.3.7. Damage to property belonging to third parties that is rented, leased or under hire –purchase agreement or on loan to you
- 11.3.8. Damage to property belonging to third party handled by you by way of your trade or worked upon by or in your care, custody or control.
- 11.3.9. Pollution of any kind
- 11.3.10. Any Liability under the Public Liability Insurance Act which attaches liability on a no fault basis
- 11.3.11. Product Liability
- 11.3.12. Any claim directly or indirectly connected to earthquake, typhoon, cyclone, flood or other convulsions of nature or atmospheric disturbances.
- 11.3.13. 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 Public Liability Policy) or Policies, except in respect of any excess beyond the amount which could have been payable under such Policy/Policies, had this insurance not been effected.
- 11.3.14. Liability arising out of loss of pure financial nature such as loss of goodwill, loss of market etc.
- 11.3.15. Liability arising out of infringement of plans, copyright, patent, trade name, trade mark, registered design.
- 11.3.16. Liability arising out of the ownership, possession or use by or on behalf of You of any aircraft, watercraft or hovercraft.

11.4. CONDITIONS APPLICABLE TO SECTION XI

- 11.4.1. No claim shall be payable under this policy unless the cause of action arises in India and the liability to pay claim is not without legal recourse to you.
- 11.4.2. Only Indian Law shall be applicable.
- 11.4.3. Claims Series Clause: For the purpose of this Policy where a series of and/or several bodily injuries and/or property damages are attributable direct or indirectly to the same cause all such bodily injuries and/or property damages shall be added together and all such bodily injuries and/or property damages shall be treated as one claim and such claim shall be deemed to have been made at the point in time when the first of the claims was made in writing. There shall, however, be no coverage for claims made arising from one specific cause, which are made later than 3 years after the first claim of the series.

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

You shall give written notice to Us as soon as reasonably practicable of any claims made against you (or any specific event or circumstances 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. Every claim, writ, summons or process and all documents relating to the event shall be forwarded to Us immediately on receipt by you.

We will have the right but in no case the obligations, to take over and conduct in Your name the defence of any claims and will have full discretion in the conduct of any proceedings and in the settlement of any claim and having taken over the defence of any claim may relinquish the same. All amounts expended by Us in the defence, settlement or payment of any claim will reduce the Limits of Indemnity, specified in the Schedule of the Policy.

In the event 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 Our liability or obligations would have been had we not exercised our rights under this clause.

In the event of liability arising under the Policy or the payment of a claim under this Policy, the Limit of Liability per any one Policy Period under this Section of this policy shall get reduced to the extent of quantum of liability to be paid or actual payment of such claim. Under no circumstances it shall be permissible to reinstate the aggregate Limit of Liability to the original level even on payment of extra premium.

You shall not admit liability for or settle or compromise or make or promise any payment in respect of any claim which may be the subject of an indemnity under the policy or incur any costs or expenses in connection therewith without the prior written consent from us.

C. GENERAL CONDITIONS (APPLICABLE TO ALL SECTIONS OF THE POLICY EXCEPT TO THE EXTENT SPECIFICALLY VARIED UNDER SUCH SECTIONS)

- a) Every notice and communication to us required by or in respect of this policy shall be in writing.
- b) You must take all reasonable steps to protect the property insured, prevent damage or accidents and maintain the property insured in a sound condition.
- c) The cover afforded under this policy shall be suspended and no payment shall be made hereunder if:
 1. You carry on any business at the insured premises other than the business stated in the proposal
 2. There is any material change in the facts and matters stated in the proposal

3. The ownership of the building/stocks/contents passes from you to any other person or entity otherwise than by the operation of the law of succession as applicable.
- d) This Policy shall be void and premium paid shall be forfeited in the event of mis-representation, mis-description or non-disclosure of any material fact by you or your representative.
- e) Claims Procedure:
 1. In the event of any circumstances likely to give rise to a claim you must: Take steps to minimize the Damage and protect /safe guard damaged property from further loss or damage.
 2. Intimate us as soon as reasonably possible, but in any event within 15 days of the date of the incident.
However in respect of loss or damage under Section 2 (Burglary and Robbery) and Section 4 (Money), the loss must be reported within 24 hours of the happening of any insured event.
 3. Lodge complaint with the local police immediately in the event of Burglary, robbery, Riot. Strike and Malicious Damage and Loss of money while in transit.
 4. Take all reasonable steps to recover any property which has been lost
 5. Make no admission or offer payment or indemnify, without Our written consent
 6. Provide without expense to us, all proofs, certificates, evidence, assistance or information which we may reasonably require
 7. The documents normally required to be submitted in the event of a claim are:
 - i. Duly completed Claim form
 - ii. Copy of First Information Report
 - iii. Estimate of loss / repairs
 - iv. Invoice/ Bills/Receipts
 - v. Fire Brigade Report in respect of fire claims.
 - vi. Any other details/documents called for a specific loss
- f) Basis of Claims Settlement:

Unless otherwise specifically stated under the respective section, the basis of settlement shall be as under:

Where a damaged item can be repaired or reinstated at a cost less than the replacement cost then we will indemnify you in respect of expenses necessarily incurred to restore the affected item as nearly as practicable to its state immediately prior to the happening of the insured event.

In case of a total loss, we will pay you in respect of restoration or replacement costs. We shall not be bound to reinstate or restore exactly or completely but only as permitted by the circumstances and in a reasonably sufficient manner and to the state that existed immediately prior to the happening of the insured event.

If the value of the insured property shall at the time of any insured event be collectively of greater value than the sum insured thereon then you shall be considered as your own insurer of the difference and shall bear a rateable proportion of the loss or damage. Each item if more than one shall be separately subject to this condition.
- g) We may cancel this Policy by sending 15 days notice in writing by recorded delivery to You at Your last known address. You will then be entitled to a pro-rata refund of premium for the un-expired period of this Policy from the date of cancellation, which We are liable to pay on demand.

RAHEJA QBE GENERAL INSURANCE COMPANY LIMITED

You may cancel this Policy by sending a written notice to Us. Retention premium for the period we were on risk will be calculated based on following short period table and the balance(if any) will be refunded to you subject to the condition that no claim has been preferred on us :

Upto 1 month	25% of annual premium
Above 1 month and upto 3 months	50% of annual premium
Above 3 months and upto 6 months	75% of annual premium
Above 6 months	100% of annual premium

- h) If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof or if any fraudulent means or devices are used by you or anyone acting on your behalf to obtain any benefits under the policy or if loss or damage be occasioned by the willful act or with your connivance, all benefits under this policy shall be forfeited.
- i) If at the time of any loss or damage happening to any property hereby insured there be any other subsisting insurance or insurances, whether effected by you or by any other person on your behalf covering the same property We shall not be liable to pay or contribute more than its rateable proportion of such loss.
- j) You shall at our expense do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by us for the purpose of enforcing any rights and remedies or obtaining relief or indemnify from the other parties to which we shall be or would become entitled or subrogated upon our paying 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 we indemnify your loss or damage
- k) Should any dispute arise between Us and You on the quantum of amount payable, liability being otherwise admitted by us, such dispute will be referred to Arbitration proceedings in accordance with Arbitration and Conciliation Act of 1996 as amended from time to time. Further the making of an award by Arbitrator(s) shall be a condition precedent to any right of action or suit by You against Us.
- l) If We shall disclaim Our liability in any claim, and such claim shall not have been made the subject matter of a suit in a court of law within 12 months from the date of disclaimer, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable under this Policy.
- m) The Geographical Limit of this Policy and jurisdiction shall be India. All claims under this policy shall be settled in Indian Rupees only.
- n) We shall not be bound to accept any renewal premium nor give notice that such is due. Every renewal premium (which shall be paid and accepted in respect of this policy) shall be so paid and accepted upon the distinct understanding that no alteration has taken place in the facts contained in the proposal or declaration herein before mentioned and that nothing is known to the Insured that may result to enhance our risk. Nothing herein or otherwise shall oblige us to offer renewal terms or restrict any renewal terms as to premium or otherwise.

D. GENERAL EXCLUSIONS (APPLICABLE TO ALL SECTIONS)

- a) **Radioactive contamination:** Any loss, damage or legal liability directly or indirectly caused by:

1. Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste arising from burning nuclear fuel; or
 2. The radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment.
- b) **War Risks:** Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributing cause or event.
- War, invasion, act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power.
- c) **Sonic bangs:** Any loss, damage or legal liability directly or indirectly caused by pressure waves caused by aircraft and other flying objects traveling at or above the speed of sound.
- d) **Pollution and/or Contamination:** Loss, destruction or damage caused to the insured property by pollution or contamination excluding
1. Pollution or contamination which itself results from a peril hereby insured against
 2. Any peril hereby insured against which itself results from pollution or contamination
- e) **Gradually occurring losses:** Loss or damage by wear and tear, depreciation, insects, vermin's, moth, fungus, corrosion, rust, atmospheric or climatic conditions ingress of water, gradually operating cause, process or cleaning, dyeing, repair, alteration or restoration.
- f) **Wilful Act:** Loss or damage caused by or arising out of wilful act of the insured or any person acting on his/her behalf including circumstance, fact or matter you are or ought to be reasonably aware prior to the commencement of this contract.
- g) **Accidental External means:** Loss or damage caused by arising out of accidental external means except as specifically covered under respective sections.
- h) **Consequential Losses**
- Loss by delay, loss of market, loss of goodwill and / or any other consequential or indirect loss or damage not covered under Section III.
- i) **Public Authority**
1. Loss , destruction or damage caused to the property insured by burning by order of any Public Authority
 2. Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority.
- j) **Liability**
1. Liability more specifically insured elsewhere
 2. Liability arising out of Asbestosis or any matter related to or arising out of the sale, manufacture, production, distribution or the like of asbestos.

k) 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 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.