

# DIGIT MY BUSINESS FLEXI PACKAGE POLICY

## Policy Wordings

UIN: IRDAN158RPMS0001V02202324

### Contents

<b>A. PREAMBLE .....</b>	<b>3</b>
<b>B. OPERATIVE CLAUSE .....</b>	<b>3</b>
<b>C. COVERAGE SECTIONS .....</b>	<b>3</b>
<b>D. DEFINITIONS APPLICABLE TO ALL SECTIONS .....</b>	<b>4</b>
<b>E. COVERAGES .....</b>	<b>11</b>
Section 1 - Property Insurance .....	11
Section 2: Consequential Loss (Fire) Insurance .....	23
Section 3: Burglary Insurance .....	35
Section 4: Money Insurance .....	42
Section 5. Machinery Breakdown Insurance Policy .....	46
Section 6. Electronic Equipment Insurance .....	49
Section 7. Contractor's Plant & Machinery Insurance .....	54
Section 8. Fidelity Guarantee Insurance Policy .....	58
Section 9. Sign Board Protect Insurance .....	60
Section 10. Plate Glass Insurance .....	64
Section 11. Employees Compensation Insurance .....	67
Section 12 - Public Liability (Act) Insurance .....	69
Section 13: Public Liability Insurance .....	70
Section 14: Boiler's and Pressure Plant Insurance .....	75
Section 15: All Risk Insurance .....	79
Section 16. Marine Cargo Policy .....	86
Section 17. Digit Finshield Insurance Policy .....	184
Section 18. Hospital Cash Cover .....	196
Section 19: - Personal Accident .....	198
Section 20: EMI Protection Cover .....	207
<b>F. GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS OF THIS POLICY .....</b>	<b>217</b>
<b>G. CUSTOMER GRIEVANCE REDRESSAL POLICY .....</b>	<b>222</b>

While you're reading this policy, if you get confused or have a query, or you are referring to this policy because you have a claim to make, please call us at 1800-258-5956 or mail us at [hello@godigit.com](mailto:hello@godigit.com)

**NOTE:** This Policy Wordings provides detailed terms, conditions and exclusions for all Sections available under this Package Product. **Kindly refer to the Policy Schedule/Certificate of Insurance to know exact details of Sections opted by You.** Only Wordings, Terms and Conditions related to Sections mentioned in Your **Policy Schedule/Certificate of Insurance** are applicable. If the Section(s) and respective **Sum Insured/Limits** are not mentioned in the **Policy Schedule/Certificate of Insurance** means the same is/are not opted by **You**.

*“The Company intends to use the contents dynamically based on the Sections offered to the customer; e.g. If the Insured Person doesn't opt for “Burglary Insurance Policy”, then wording, terms and conditions related to this Specific Section will not be shown on the Policy Wordings & Policy Schedule. Similarly, general exclusions or general conditions which might not be applicable for Sections chosen by customer will not be shown. Idea of doing this is to make policy wording more apt and concise to customer need and provide relevant information to customer.”*

## DIGIT MY BUSINESS FLEXI PACKAGE POLICY

### Policy Wordings

#### A. PREAMBLE

Whereas the Insured described in the **Policy Schedule/Certificate of Insurance** hereto (hereinafter called the "Insured") by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to Go Digit General Insurance Ltd (hereinafter called the Company) for the insurance hereinafter contained and has paid premium as consideration for such insurance during the 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**.

#### B. OPERATIVE CLAUSE

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

#### C. COVERAGE SECTIONS

Following sections are available under the product:

Section No.	Section Name
1	Property Insurance
2	Consequential Loss (Fire) Insurance
3	Burglary Insurance
4	Money Insurance
5	Machinery Breakdown Insurance
6	Electronic Equipment Insurance
7	Contractor's Plant & Machinery Insurance
8	Fidelity Guarantee Insurance
9	Sign Board Protect
10	Plate Glass Insurance
11	Employees Compensation Insurance
12	Public Liability (Act) Insurance
13	Public Liability Insurance
14	Boiler and Pressure Plant Insurance
15	All Risk Insurance
16	Marine Cargo Insurance
17	Digit Finshield Insurance
18	Hospital Cash Cover
19	Personal Accident
20	EMI Protection

#### **D. DEFINITIONS APPLICABLE TO ALL SECTIONS**

Definitions below are applicable to all sections. However, in case of any specific definitions mentioned under the respective section, same will be applicable for that section.

1. **Accidental** means a fortuitous event or circumstance that is sudden, unexpected and unintentional.
2. **Accident (Applicable to Section 12- Public Liability (Act) Insurance)** 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.  
**Accident (Applicable to Section 13- Public Liability Insurance)** 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.
3. **Act** means, unless expressly stated otherwise, the Public Liability Insurance Act and Public liability Insurance Rules, 1991 as amended from time to time.
4. **Agreed Value** means an amount agreed between **You** and **Us** at the policy Commencement Date for items, the value of which cannot be ascertained.
5. **Authorised Employee** means an Employee of the Insured who is specifically entrusted with Money.
6. **Bank** means a bank of every description, Post Office, Government Treasury or any financial institution.
7. **Boiler** shall mean any fired closed vessel or a combined container piping system in which steam is generated under pressure.
8. **Bodily Injury** means physical injury, illness or disease of or to any third party.
9. **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.
10. **Building** means any building or structure in Your Premises where You carry on Your Business. It includes:
  - a. Basement (if any), all fixtures and fittings permanently attached to the floor, walls or roof like electrical wiring, antennas etc.
  - b. The following 'additional structures' located on **Your** Premises and used for **Your** Business, that are shown in the **Policy Schedule/Certificate of Insurance**:
    - i. garage, out-houses, security sheds, towers, verandah or porch, tanks, compound walls, retaining walls, fences, gates and internal roads,
    - ii. lifts, hoists,
    - iii. solar panels, wind turbines and air conditioning systems, central heating systems, security systems and cameras, electrical installations, fire alarm, fire sprinkler systems, power lines, power installations,
    - iv. water, gas and sewage pipeline within **Your** premises or
    - v. any other structure shown in the **Policy Schedule/Certificate of Insurance**.
11. **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 contents/property therefrom.
12. **Business** means the **Business** of the **Insured** as specified in the **Policy Schedule/Certificate of Insurance** in respect of which this **Policy** is issued.
13. **Business Hours** means the normal trading hours or whilst the Insured or their authorized employees are on the premises for the purposes of the business.
14. **Chemical Explosion** shall mean an explosion arising out of chemical reaction in any plant.
15. **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.
16. **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.  
**Claim(Applicable for Section 13 – Public Liability Insurance)** 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.

17. **Collector** means the Collector referred to in the Act.

18. **Commencement Date** means date and time from which the Insurance Cover under this Policy begins. It is shown in the **Policy Schedule/Certificate of Insurance**.

19. **Compensation** means monies paid or agreed to be paid by judgment or settlement for Third Party Death, Bodily Injury and/or Property Damage.

20. **Computers** mean electronic data processing equipment including software programs.

21. **Contents** means those articles or things in Your Premises that are not permanently attached or fixed to the structure of Your Premises.

**Contents (Applicable for section 3 - Burglary Insurance)** means the items belonging to the Insured or for which the Insured is legally responsible, or have assumed a responsibility to insure, described below:

- a) Furniture, Furnishings, Carpets, Curtains and items of similar nature
- b) Machinery and plant, tools, instruments and utensils of trade, unaffixed or portable equipment, office equipment, safes, strong rooms;
- c) Computers, all equipment connected to and operating from Computers, and all disks, tapes, cards or other materials used for storing data;
- d) Advertising material and display equipment;
- e) Where the Insured is a tenant of leased or rented premises:
  - i. landlord's fixtures and fittings for which the Insured is liable under the terms of a lease or similar agreement;
  - ii. fixtures and fittings, or materials and supplies intended for use in the construction of fixtures and fittings, installed or to be installed for the Insured's own use;
- f) but does not include (unless specifically agreed and mentioned in Your **Policy Schedule/ Certificate of Insurance**):
  - i. Stock;
  - ii. Specified Items;
  - iii. Deeds, bonds, bills of exchange, promissory notes, money or securities for money, monetary instruments, stamps, business books or documents, books of accounts, cheques, share certificates, tickets, stamps,
  - iv. Vehicles or trailers (including their accessories) registered or licensed to travel on a public road, including mobile plant and equipment, cars, sedans, panel vans and trucks, while in the insured premises; - Watercraft, aircraft, locomotives or rolling stock, including their accessories.
  - v. Gold or Silver articles, watches, jewellery, precious stones, medals, coins, stamp collections, coin collections, curiosities, sculptures, manuscripts, rare books or documents of any kind.
  - vi. Plans, patterns, models, moulds, designs, specifications, blue prints, document of title to goods, contracts or other legal documents or documents of any other kind.
  - vii. Clothing and Personal Effects like toiletries, shoes, personal care items, books and items of similar nature.

22. **Deductible or Excess** 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**.

23. **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.

24. **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.

25. **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.

26. **Documents** means written or printed: deeds, wills, agreements, manuscripts, maps, plans, drawings, records, computer data, designs, books of account, books, letters, certificates, documents or forms of any nature whatsoever (excluding any bearer bonds or coupons, bank or currency notes, other negotiable instruments, book debts) all belonging to the Insured, or in their custody, or for which the Insured is legally responsible or have assumed a responsibility to insure.

27. **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.
- Employee (Applicable to Section 11 - Employee Compensation Policy) "Employee or Employees"** means such person or persons in direct employment under the **Insured** in the **Business** but shall not include any person employed under a Contractor or Sub-Contractor of the **Insured** unless specifically shown as covered in the **Policy Schedule/Certificate of Insurance and by an endorsement**.
28. **Endorsement** means a written amendment to the Policy that We make (additions, deletions, modifications, exclusions or conditions of an insurance Policy) which may change the terms or scope of the original policy.
29. **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.
30. **Fraud** means obtaining a pecuniary advantage by the perpetrator of the fraud, through unfair or wrongful means.
31. **Frames and frameworks** mean a structure; the immediate purpose of which is the enclosure or support of Sign Board/Plate Glass.
32. **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.
33. **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.
34. **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.
35. **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.
36. **Hold up** means forcible removal by actual or threatened violence against the Insured or Insured's Authorized Employee(s).
37. **Injury** means physical bodily injury including death resulting from such injury arising out of an accident but does not include any mental sickness, disease, **Occupational Disease**, unless caused by such physical bodily injury.
38. **Insurable Assets** means all Buildings, Plant and Machinery, Furniture, Fixture and Fittings, Stock and all other Contents which, for the purposes of Your Business on any one location, **You** own, or hold as tenant or occupant, or hold in trust or on commission, or are legally responsible for as part of Your trade, even if You have not taken insurance cover for any of them.
39. **Insured** means the person or organization specified in the **Policy Schedule/Certificate of Insurance** but does not include their Contractors or Sub Contractors.
40. **Insured Owner means** the Person named in the Policy Schedule/ Certificate of Insurance who owns, or has control over the handling any hazardous substance at the time of accident and includes:
- in the case of a firm any of its partners
  - in the case of an association, any of its members
  - 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.
41. **Insured Premises** means the place(s) declared for insurance and named in the **Policy Schedule/Certificate of Insurance** attached to the policy.
42. **Insured Property** means The Building, Plant and Machinery, Furniture, Fixture and Fittings, Stocks and any other Contents that are declared and insured by You under this Policy and are located in Your Premises unless specifically stated in this Policy. The Insured Property is shown in the **Policy Schedule/Certificate of Insurance**.

43. **Kutchra Construction** means Building(s) having walls and/or roofs of wooden planks/thatched leaves and/or grass /hay of any kind/ bamboo /plastic cloth/ asphalt/ canvas/ tarpaulin and the like.
44. **Limit of Indemnity** means the amount stated in the Schedule to this Policy, which shall be the Company's maximum liability under this Policy (regardless of the number of the total number or amount of claims made) for any one claim or in the aggregate for all claims during the Policy Period for each category of contents specified in the Policy Schedule/Certificate of Insurance.  
The limit of Indemnity also represents either the selected percentage of value at risk or specific amount opted in case of a policy taken on "First Loss Basis". **(Applicable to Section 3 – Burglary Insurance)**
45. **Loot** means seizing and carrying away Property by force and violence especially in riots or war.
46. **Market Value** means new Replacement/Reinstatement Value minus depreciation reckoned as on the date of loss.
47. **Money** means Cash, bank and currency notes, credit cards, telephone cards, cheques, crossed bankers' drafts, postal orders, luncheon vouchers, current postage stamps, trading stamps, National Savings Certificates, Premium Bonds, credit sales vouchers or receipts, unexpired units in franking machines, gift tokens and consumer redemption vouchers belonging to **You** or for which **You** are responsible.
48. **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 **Authorised Employee** from the time **Money** is received at the **Bank**, the **Insured Premises** or a **Point in Transit** by the **Insured** or an **Authorised Employee** until delivered to the bank, the **Insured Premises** or a **Point in Transit** by the **Insured** or an **Authorised Employee** and whilst at the **Insured Premises** until disbursed provided that out of business hours such **Money** shall be secured in a locked **Safe** or locked Strong Room.  
Cheques drawn by the Insured to provide for such **Money** are covered In Transit from the **Insured Premises** to the **Bank** only.
  - b) Any mode of transportation of **Money** in the personal custody of the **Insured** or an **Authorised Employee** directly between a **Bank** and the **Insured Premises** or a **Point in Transit** (if specified) from the time **Money** is received at the **Bank** or the **Insured Premises** by the **Insured** or an **Authorised Employee** until delivered to the bank or the **Insured Premises** or a **Point in Transit** by the **Insured** or an **Authorised Employee** within 72 hours of the time of collection, unless specifically agreed, altered and mentioned in Your **Policy Schedule/Certificate of Insurance**.
49. **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.
50. **Occupational Disease** means any occupational disease or illness including but not limited to the diseases listed under Schedule III of the **Employees Compensation Act. 1923** contracted by an **Employee** due to employment in the **Business**.
51. **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.
52. **Pilferage** means the theft of contents in small quantities by a person authorized to stay on the insured premises and deal with the contents (employee).
53. **Partial Loss** means any loss other than Total Loss.
54. **Plant and Machinery means** All equipment, machinery, pipes and cables, spares, computers, servers and preloaded licensed system software located within any structure or in the open area of Your Premises.  
It includes:
- i. machines under repair,
  - ii. machines taken on hire or lease, or through any system of purchase of goods,
  - iii. foundation, bedding or setting of the machines, or
  - iv. accessories of machines.
55. **Period of Insurance** means the period for which this insurance is availed by the Insured as specified in the **Policy Schedule/Certificate of Insurance**, unless cancelled earlier.



56. **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.
57. **Policy Period** Policy period means the period commencing from the effective date and time as shown in the **Policy Schedule/Certificate of Insurance** and terminating at Midnight on the expiry date as shown in the **Policy Schedule/Certificate of Insurance** or on the termination of or the cancellation of insurance, whichever is earlier.
58. **Policy Schedule/Certificate of Insurance** means this schedule and parts thereof, and any other annexure(s) appended, attached and/or forming part of this **Policy**.
59. **Point in Transit** means the place specified in the **Policy Schedule/Certificate of Insurance**.
60. **Premises** means the buildings at the situation including outbuildings but excluding any garden, yard, open veranda, or other fixed attachments and fixed accessories thereof.
61. **Pressure Plant** shall mean any unfired closed container under steam gas or fluid pressure.
62. **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.
63. **Property/Property Insured** means contents, specified Items, stock.
64. **Property Damage** means Actual physical damage to tangible property belonging to any third party.  
**Property Damage (Section 15 – All Risk Insurance) means**
- a. **For Sub-section 15.1 - Loss of or Damage to Property Insured:** actual physical damage to the Insured Property
  - b. **For Sub-section 15.2 - Third Party Liability:** actual physical damage to tangible property belonging to any third party.
65. **Proposal** means any written, electronic, recorded verbal 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**. A Proposal Transcript mentioning details of answers to the questionnaires and declarations, statement and any information in addition thereto submitted to **Us** by **You** would be electronically generated and shall be attached with the **Policy Schedule/Certificate of Insurance**.
66. **Premium** is the amount **You** pay **Us** for this insurance. The **Policy Schedule/Certificate of Insurance** shows the amount of premium for the **Policy Period** and all other taxes and levies.
67. **Pucca Construction** means construction other than Kutcha Construction.
68. **Ransack** means any loss or damage to the Property while searching through or examining the premises insured in a violent and/or careless way.
69. **Reinstatement/Replacement** is defined as:
- i. the reconstruction of buildings or replacement of other property lost or destroyed.
  - ii. (b) the repair or partial replacement of property damaged.
- In either case, to a condition substantially the same as but not superior, better or more extensive than its condition if it were new on the date, it is damaged or destroyed.
70. **Reinstatement/ Replacement Value** is the amount at which the Insured Property can be reinstated or replaced by a similar property, without deducting depreciation, and to the extent required to bring that Property to a condition substantially the same as, but not superior, better or more extensive than its condition if it were new on the date, it is damaged or destroyed.
71. **Retroactive Date** means the date shown as Retroactive Date in the **Policy Schedule/Certificate of Insurance**. The policy will only cover accidents that have occurred after the Retroactive Date.
72. **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.
73. **Rules** means Rules framed under the Act.
74. **Safe** means a strong cabinet within the Insured Premises designed for the safe and secure storage of Money, valuable items, and Access to which is restricted.



75. **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/Certificate of Insurance.
76. **Situation** means the address of the Insured premises shown in the Policy Schedule/Certificate of Insurance.
77. **Specified Items** mean property specifically described in the Policy Schedule/Certificate of Insurance under specified Items.
78. **Spillage** means and includes the flow, movement, fall or spread of contents over the edge of or outside the container/premises described in the Policy Schedule/Certificate of Insurance.
79. **Stock (Applicable for Section 1 - Property Damage)** - Stock means any stock of goods or merchandise. It may be:
- i. Finished goods, semi-finished goods, stock in process, stock invoiced and ready for dispatch,
  - ii. Raw materials, packing materials, or
  - iii. Stock held in trust for which You are responsible.
  - iv. Stock in Open in the Insured Premises
- Stock (Applicable for Section 3 – Burglary Insurance)** - **Stock** means the items belonging to the Insured or for which the Insured is legally responsible, or have assumed a responsibility to insure, described below,
- a) merchandise or materials of trade manufactured, unmanufactured or in the course of manufacture;
  - b) materials used in making and packing;
  - c) consignment stock;
  - d) goods held in trust or on commission;
  - e) pallets and containers;
  - f) consumable materials used in the operation of machinery;
  - g) but does not include:
    - i. Contents;
    - ii. Specified Items;
    - iii. Money.
80. **Strong Room** means a room within the Insured Premises designed for the secure storage of Money, and Access to which is restricted.
81. **Sum Insured** means the monetary amount shown against each item under the **Policy Schedule/Certificate of Insurance** which shall be our maximum liability for each cover or part of cover and for each loss.
82. **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.
83. **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.
84. **Total Loss** - A situation where the Insured Property or item is completely destroyed, lost, or damaged beyond retrieval or repair, or the cost of repairing it, is more than the **Sum Insured** of that item or in total.
85. **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.

86. **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**.
87. **Wages** means the remuneration payable to an **Employee** by the **Insured** for the employment in the **Business** and includes any privilege or benefit which is capable of being estimated in money other than a travelling allowance or the value of any travelling concession or a contribution paid by the employer of an **Employee** towards any pension or provident fund or a sum paid to an **Employee** to cover any special expenses entailed on him by the nature of his employment;
88. **We, Us, Our, Ours, Digit, Company, Insurer** means Go Digit General Insurance Limited
89. **You, Your, Yours, Yourself, Policyholder, Insured Person(s)** means the Person named in the **Policy Schedule/Certificate of Insurance**.
90. **Your Premises** means the premises in which You carry on Business that is occupied by You for the purposes of Business declared to Us and is reflected in the **Policy Schedule/Certificate of Insurance**.

## E. COVERAGES

### Section 1 - Property Insurance

#### **To whom this section under the Policy is issued and what it covers**

- i. This Policy is issued to **You** and covers **Your** Insured Property relating to Your Business as mentioned in the **Policy Schedule/Certificate of Insurance**.
- ii. If more than one person is insured under this policy, each of **You** is a joint policyholder. Any notice or letter We give to any of **You** will be considered as given to all of **You**. Any request, statement, representation, claim or action of any one of **You** will bind all of **You** as if made by all of **You**.
- iii. If You have mortgaged, pledged or hypothecated any **Insured Property** with a **Bank**, the **Policy Schedule/Certificate of Insurance** will show an 'Agreed Bank Clause' and the name of such **Bank**. The terms and conditions of this arrangement will be added to this **Policy** as an additional Clause.

#### **Clause A. Insured Events**

##### **A.1 - Property Damage**

We give insurance cover for physical loss or damage, or destruction caused to **Insured Property** by the following unforeseen events occurring during the **Policy Period**.

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

	<b>Column A</b>	<b>Column B</b>
	<b>We cover</b> physical loss or damage, or destruction caused to the Insured Property by	<b>We do not cover</b> for loss or damage, or destruction caused to the Insured Property by
1.	Fire, including due to its own fermentation, or natural heating, or spontaneous combustion.	caused by a. It's undergoing any heating or drying process, or b. burning of Insured Property by order of any Public Authority.
2.	Explosion or Implosion	a. caused to boilers, economizers or other vessels, machinery or apparatus in which steam is generated, or their contents, resulting from their own explosion or implosion, or b. caused by centrifugal forces.
3.	Lightning	-
4.	Subsidence of the land on which Your Premises stand, Landslide, Rockslide	caused by a. normal cracking, settlement or bedding down of new structures, b. the settlement or movement of made-up ground, c. coastal or river erosion, d. defective design or workmanship or use of defective materials, or e. demolition, construction, structural alterations or repair of any property, or ground works or excavations.
5.	Bush fire, Forest fire and Jungle fire	-

6.	Impact damage of any kind, i.e., damage caused by impact of, or collision caused by, any external physical object (e.g., vehicle, falling trees, aircraft, wall etc.),	a. caused by pressure waves caused by aircraft or other aerial or space devices travelling at sonic or supersonic speeds. b. caused by vehicle, animal or aircraft belonging to or owned by Insured or their employee while acting in the course of employment
7.	Missile testing operations	-
8.	Riot, Strikes, Malicious Damages	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. temporary or permanent dispossession, confiscation, commandeering, requisition or destruction by order of the government or any lawful authority, or c. temporary or permanent dispossession of any Building by unlawful occupation by any person.
9.	Bursting or overflowing of water tanks, apparatus and pipes,	-
10.	Leakage from automatic sprinkler installations.	a. repairs or alterations in the Building in which Your Business is located, b. repairs, removal or extension of any sprinkler installation, or c. defects in the construction known to You.

### **A.2 – Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Tsunami, Flood and Inundation**

We give insurance cover for physical loss or damage, or destruction caused to **Insured Property** by Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Tsunami, Flood and Inundation excluding those resulting from earthquake, Volcanic eruption or other convulsions of nature occurring during the **Policy Period**.

This cover will be available only if it is opted and mentioned in Your **Policy Schedule/Certificate of Insurance**.

If You have opted for this Section, point no. 17 as provided under “Clause C – General Exclusions Applicable to Section 1 - My Property Insurance” shall stand deleted.

### **A.3 – Earthquake**

We give insurance cover for physical loss or damage, or destruction caused to **Insured Property** by Earthquake, Volcanic Eruption or other convulsion of nature occurring during the **Policy Period**. This cover will be available only if it is opted and mentioned in Your **Policy Schedule/Certificate of Insurance**.

If A.2 - Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Tsunami, Flood and Inundation is opted and mentioned in Your **Policy Schedule/Certificate of Insurance**, this Section will 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 there from.

If A.2 - Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Tsunami, Flood and Inundation is not opted, this section will cover loss or damage (including loss or damage by fire) to any of the property Insured by this policy occasioned by earthquake including Landslide/Rockslide resulting there from but excluding flood or overflow of the sea, lakes, reservoirs and rivers caused by earthquake.

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 section.”

#### **Special conditions Applicable to this Section**

1. If You have opted for this Section, point no. 18 as provided under “Clause C – General Exclusions Applicable to Section 1 - My Property Insurance” shall stand deleted.
2. 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.
3. In the event of the Insured making any claim for loss or damage under this policy, the onus of proof must be on the Insured to prove (if so, required by the Company) that the loss or damage was occasioned by or through or in consequence of earthquake.

#### **A.4 – Terrorism**

**We** give insurance cover for physical loss or damage, or destruction caused to **Insured Property** by the Act of Terrorism occurring during the **Policy Period**. This cover will be available only if it is opted and mentioned in Your **Policy Schedule/Certificate of Insurance**.

Coverage and exclusions under this section will be as per Terrorism clause attached.

If You have opted for this Section, point no. 19 as provided under “Clause C – General Exclusions Applicable to Section 1 - My Property Insurance” shall stand deleted.

#### **A.5 – Theft after an Insured Event**

**We** give insurance cover for physical loss or damage, or destruction caused to **Insured Property** by Theft within 7 days from the occurrence of and proximately caused by any of the Insured Events mentioned in the above sections as opted and mentioned in **Policy Schedule/Certificate of Insurance**.

This cover will be available only if it is opted and mentioned in Your **Policy Schedule/Certificate of Insurance**.

Specific Exclusion Applicable to this section

1. **We** do not cover for loss or damage, or destruction due to theft of any article or anything located outside **Your** Premises, or of any article or anything attached from the outside of the outer walls or the roof of **Your** Premises, unless securely mounted.

If **You** have opted for this Section, point no. 20 as provided under “Clause C – General Exclusions Applicable to Section 1 - My Property Insurance” shall be deleted to the extent of coverage provided under this section.

#### **Clause B. The Standard Cover**

##### **1. What We Cover**

We cover physical loss or damage, or destruction of any Insured Property because of any Insured Event stated in **Clause A** of this Section and subject to the exclusions stated in **Clause C of this Section**, subject to all terms and conditions of this Section under this **Policy**. We also give In-built Covers without charging additional premium which are stated in **Clause B (4)** of this section under the Policy.

##### **2. Basis of Sum Insured**

- i. for Building, Plant and Machinery, Furniture, Fixture and Fittings and any other contents:  
**Reinstatement Value**
- ii. For Stocks:
  - a. For raw material: landed cost at Your Premises.
  - b. For stock in process: input cost of the stock at the time of loss.
  - c. For finished stock: the manufacturing cost of the Finished Stock or the **Contract Price** of goods sold but not delivered and more precisely defined below.

**Contract Price** is in respect only of goods sold but not delivered, for which You are responsible and with regard to which under the conditions of the sale, the sale contract is cancelled by reason of any Damage insured under this Policy either wholly or to the extent of the Damage. The Company's liability shall be based on the Contract Price.

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

### 3. Restoration of Sum Insured

Except as stated in **Clause F (III) (3) (e)** of this section under this **Policy**, the insurance cover will at all times be maintained during the **Policy Period** to the full extent of the respective **Sum Insured**. This means that after **We** have paid for any loss, the **Policy** shall be restored to the full original amount of **Sum Insured**. **You** must pay to **Us** proportionate premium for the unexpired **Policy Period** from the date of loss. We can also deduct this premium from the net claim that **We** must pay **You**.

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

### 4. In Built Covers

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

#### 4.1 Additions, alterations or extensions:

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

- i. **You** inform **Us** of the item so erected or acquired within 7 (seven) days of it becoming known to **You**,
- ii. such item of Property is not otherwise insured,
- iii. maximum limit under this cover is 15% (excluding stocks),
- iv. subject to Underinsurance provision of **Clause E** of this Section.

#### 4.2 Temporary removal of stocks:

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

- i. maximum cover will be 10% of the **Sum Insured** of **Stock**,
- ii. such **Stock** is not otherwise insured.

#### 4.3 Cover for Specific Contents: **We** cover the following, as applicable:

- i. Money for an amount not exceeding ₹50,000 (Rupees Fifty Thousand) during the **Policy Period**.
- ii. Deeds, manuscripts and business books, plans, drawings, securities, obligations or documents of any kind, but only for the cost of the materials and clerical labour expended in reproducing such records for an amount not exceeding ₹50,000 (Rupees Fifty Thousand) during the **Policy Period**.
- iii. Computer programmes, information and data but only for the cost of the materials and clerical labour expended in reproducing such records for an amount not exceeding ₹ 5 Lakh (Rupees Five Lakh) during the **Policy Period**.
- iv. Employees', Directors', visitors' personal effects of every description (other than motor vehicles) for an amount not exceeding ₹15,000 (Rupees Fifteen Thousand) per person for a maximum of 20 (twenty) persons during the **Policy Period**.

#### 4.4 Start-Up Expenses:

**We** cover start-up costs necessarily and reasonably incurred by the insured in respect of the insured risk consequent upon a loss or damage covered by this policy for an amount not exceeding ₹ 5 Lakh (Rupees Five Lakh) during the **Policy Period**.

#### 4.5 Professional Fees:

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

- i. The fees are paid for preparing plans, specification tenders and quantities, and services in connection with the superintendence of the reinstatement of the Insured Building, Machinery,



- Accessories or Equipment;
- ii. The maximum **We** pay is 5 % of the claim amount;
- iii. **We** do not cover fees or costs for preparing any claim or estimate of loss or damage by the Insured Perils.

#### 4.6 Costs for removal of debris:

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

#### 4.7 Costs compelled by Municipal Regulations:

**We** pay such additional cost of reconstruction or reinstatement of the **Insured Property** that is incurred solely because **You** must comply with any regulations or bye-laws of any municipal or local authority, or any provision of any State or Central Act, Rules or regulations. **We** cover these costs on the following conditions:

- i. **You** must commence the repairs, or reconstruction or reinstatement of the **Insured Property**, within a reasonable time after the date of damage or destruction. **You** must complete the repairs, reconstruction or reinstatement within reasonable time, in any case not beyond 12 months from the date of damage or destruction, or within such time as **We** may allow in writing.
- ii. If **Our** Liability is reduced under any term or condition of this section, **Our** liability under this extension will also be proportionately reduced.
- iii. The total amount recoverable under any item of the section shall not exceed the **Sum Insured** thereby.
- iv. All other terms and conditions of this section will apply to this extension.
- v. These costs will not include
  - a. the costs incurred for complying with such regulations,
    - for destruction or damage occurring before **Commencement Date**,
    - for destruction or damage not insured under this section
    - under which **You** have received notice before the destruction or damage occurred.
  - b. any additional cost required to repair or reconstruct the **Insured Property** to a condition equal to its condition when new, had the need to comply with the regulation not arisen.
  - c. the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the **Insured Property** or by the owner thereof by reason of compliance with any of the aforesaid regulations or bye-laws.

#### **Clause C. Exclusions Applicable to Section 1 – Property Insurance**

**We** do not cover losses or expenses, or any loss, damage to, or destruction of the **Insured Property**, directly or indirectly as a result of or if caused by or arising from events, stated below:

1. i. Excess of % of each claim, subject to a minimum amount as mentioned in **Policy Schedule/Certificate of Insurance**. This means that **We** will deduct excess as mentioned in **Your Policy Schedule/Certificate of Insurance** for each and every loss suffered by **You** under the terms of this section.
  - ii. For terrorism risk the excess shall be as per the clause attached to this section.
2. **Your** deliberate, wilful or intentional act or omission, or of anyone on **Your** behalf, or with **Your** connivance.
3. Loss, damage or destruction to any electrical/electronic machine, apparatus, fixture, or fitting by over-running, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity from whatever cause (lightning included). This exclusion applies only to the particular machine so lost, damaged or destroyed. However, any ensuing loss or damage to other **Insured Property** due to operation of an insured peril is covered.
4. Loss, destruction or damage to the stocks in cold storage premises caused by change of temperature.
5. Loss, or damage by spoilage resulting from the retardation or interruption or cessation of any process or operation caused by operation of any of the Insured Events.
6. **Your** Premises or any Insured Building remaining continuously unoccupied for a period of more than 30 days, unless **You** have obtained prior written approval from **Us** and such approval is recorded as

an endorsement on this **section**.

7. War, invasion, act of foreign enemy hostilities or war-like operations (whether war is declared or not), civil war, mutiny, civil commotion amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
8. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component that is part of it.
9. Pollution or contamination, unless
  - i. the pollution or contamination itself has resulted from an Insured Event, in which case only physical damage to the **Insured Property** is covered, or
  - ii. an Insured Event itself results from pollution or contamination.
10. Loss, destruction or damage to bullion or unset precious stones, any curios or works of art unless such amount is declared separately and recorded in the **Policy Schedule/Certificate of Insurance**.
11. Loss of any Insured Property which is missing or has been mislaid, or its disappearance cannot be linked to any single identifiable Insured Event.
12. Loss or damage to any **Insured Property** removed from **Your** Premises to any other place, except
  - i. machinery and equipment temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding 60 days,
  - ii. Stock covered under **Clause (B) (4.2)** of this section.
13. Any reduction in market value of any **Insured Property** after its repair or reinstatement.
14. Loss or damage to any **Insured Property** or any claim which is covered by a marine policy in force at the time of loss or damage, except in excess of the limits of that section in the policy.
15. Any consequential or indirect loss or damage of any description, i.e. losses or extra costs (financial or non-financial) that follow or are a consequence of an Insured Event, like, loss by delay, loss of income or wages or earnings, or of market, or of time, medical expenses, or any costs not covered by this section.
16. Costs, fees or expenses for preparing any claim.
17. Any Loss or damage occasioned by or through or in consequence directly or indirectly due to Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Tsunami, Flood and Inundation.
18. Any Loss or damage occasioned by or through or in consequence directly or indirectly due to earthquake, Volcanic eruption or other convulsions of nature.
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.  
 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 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 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.
20. Any Loss or damage occasioned by or through or in consequence directly or indirectly due to theft.

#### **Clause D. Basis of Settlement for Section 1 – Property Insurance**

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

##### **1. Partial Loss:**

- i. If any **Insured Property** is a Partial Loss, **We** will reimburse to **You** the cost of repairs to the extent

- required to bring that Property to a condition substantially the same as, but not superior, better or more extensive than its condition if it were new on the date it was damaged.
- ii. If any Insured Stock is a Partial Loss **We** will pay **You** to the extent of the loss of such Partial Loss.
  2. If Building or **Plant** and Machinery or Furniture, Fixture, Fittings is a **Total Loss**, **We** will pay **You** for
    - i. The **Reinstatement/Replacement Value** or the Market Value of the Building or Plant and Machinery or Furniture, Fixture, Fittings as opted and mentioned in **Policy Schedule/Certificate of Insurance**.
    - ii. Reconstruction of the new building on the same site, or another site. If **You** reconstruct the new Building or Reinstatement the Plant and Machinery or Furniture, Fixture, Fittings on another site **We** will not pay **You** more than what **We** would pay to reconstruct or replace on the same site.
    - iii. If **Market Value** option is opted, **We** will compensate **You** the Market Price of the covered Property as on date of loss.
    - iv. Reinstatement using standard material readily available and in common use for similar type of Building.
  3. If the Stock is a **Total Loss**, **We** will pay **You** as follows:
    - i. landed cost at **Your** Premises for Stock of raw materials,
    - ii. total manufacturing cost for Stock of finished goods,
    - iii. the input value of Stock in process at the time loss,
    - iv. The **Contract Price** in case of goods sold but not dispatched and lying within **Your** premises for which **You** are responsible under the terms of a contract of sale. **We** will pay **Your** claim on the basis of the **Contract Price**, if the sale is cancelled wholly or to the extent of loss or damage caused by an Insured Event covered by this **Policy**. For the purposes of this para, the value of all goods to which this basis of settlement could apply in the event of loss or damage will also be ascertained on the same basis.
  4. **You** must commence the repairs or Reinstatement within a reasonable time after the date of the damage or destruction. **You** must complete the repairs or Reinstatement within reasonable time, in any case not beyond 12 months from the date of damage or destruction, or within such time as **We** may allow in writing.
  5. If **You** fail to start the work of the repairs or Reinstatement within reasonable time, or to complete the repairs or Reinstatement within time **We** will pay **Your** claim based on the Market Value of the Building, Plant and Machinery, Furniture, Fixture, Fittings as the case maybe.
  6. **We** will pay the Market Value of the Building, Plant and Machinery, Furniture, Fixture and Fittings at the time it is a Total Loss, but not more than the relevant **Sum Insured**,
    - i. if the Building cannot be Reinstated or rebuilt due to Municipal, State or Central law, rules, regulations or bye-laws,
    - ii. if **You** do not wish to Reinstatement the Building, Plant and Machinery, Furniture, Fixture, Fittings.
  7. We will also pay other amounts mentioned in **Clause B (4)** of this section.

**NOTE: In any claim, We will not pay more than the relevant Sum Insured, subject to Underinsurance as stated in Clause E of this section:**

**Clause E. Underinsurance Applicable to Section 1 - Property Insurance**

1. The **Sum Insured** for each item of **Insured Property** must be sufficient to pay for Reinstatement/Replacement of that Property on the date of loss. If the **Reinstatement/Replacement Value** of the **Insured Property**, in totality, including additions, alterations, erections and new acquisitions, is more than the **Sum Insured**, except to the extent waived in **Clause E (3)** of this section, it amounts to underinsurance, and will reduce proportionate to the difference from the amount that **We** will pay for **Your** claim.
2. Every item of **Insured Property** is subject to this condition separately.
3. Under this section, **We** will waive underinsurance upto 15%.
4. If at the time of damage, the **Sum Insured** applicable to the relevant Buildings, Plant and Machinery, Furniture, Fixture, Fittings, Stocks and other contents is less than 85% of the value of Insurable Assets, **You** will be responsible for the difference and **You** will bear a proportionate share of the loss.
5. Underinsurance will not apply to Cover for Specific Contents.

**NOTE: The cost for Reinstatement of additions made to Insured Property during the Policy Period will be reckoned from the date of addition.**

### **Clause F. Conditions Applicable to Section 1 –Property Insurance**

#### **1. Designation of Insured Property**

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

#### **2. Make true and full disclosure in the proposal and related documents**

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

#### **3. Obligation to take care: You must:**

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

#### **4. Inform change in circumstances:**

**You** must inform **Us** immediately if:

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

#### **5. Automatic Termination of Section 1- Property Damage**

Section 1 will automatically end in the following cases:

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

## 6. Claims Procedure

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

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

### i. Immediate notice to Us

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

### ii. Steps to prevent loss and damage

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

### iii. Immediate notice to authorities

- a. As soon as any loss or damage occurs to the Insured Property, You must give immediate report to appropriate legal authorities. For example, You must report to the fire brigade of the local authority and the police if there is damage by fire/ explosion / implosion or lightning. In case of subsidence /landslide/rockslide, You must inform the District Administration. In the event of impact damage of any kind or Riot Strikes, Malicious acts and acts of terrorism, You must inform the police. If there is a theft within 7 (seven) days following an Insured Event, You must inform the police.
- b. We may but not necessarily, waive this condition if We are satisfied that by reason of extreme hardship it was not possible for You or any other person on Your behalf to give such report.

### iv. Submit claim

- I.
  - a. You must submit Your claim in Our claim form at the earliest opportunity, but within 30 days from the date You first notice the loss or damage. The claim form is available in any of Our branches, and on Our web-site.
  - b. You must state in Your claim the details of any other insurance policy that covers the damage or loss for which You have filed Your claim, whether You have purchased such other insurance, or someone else has purchased it for You.

We shall not be liable for any loss or damage after the expiry of 12 months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration. If We disclaim liability for a claim You have made and if the claim is not made a subject matter of a suit in a court of law within a period of 12 months from the date of disclaimer, the claim shall not be recoverable hereunder.

## 7. Establish Loss



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

- i. **You** must support **Your** claim for **Insured Property** with plans, specification books, vouchers, invoices pertaining to costs incurred by **You** for reconstruction/replacement/repairs.
- ii. **You** must allow **Us**, Our officers, surveyors or representatives to inspect the **Insured Property**, and to take measurements, samples, damaged items or parts, and photographs that are relevant.
- iii. **You** must give **Us** authority to see the relevant records and get information about the Event and **Your** loss from the police or any other authority.
- iv. **You** must give **Us** when **We** request any additional information that **We** require for verifying **Your** claim.

#### **8. Our rights relating to Insured Property**

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

#### **9. Changes to Covers**

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

### **SABOTAGE AND 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 Original Policy 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 sabotage and/or terrorism to the location/s mentioned in the schedule subject to the exclusions, limits and excess described hereinafter.

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 organization(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Act, 1967 (as amended from time to time) 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.

For the purpose of this cover, an act of sabotage means a subversive act or series of such acts committed for political, religious or ideological purposes including the intention to influence any government and/or to put 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 sabotage and/or 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, paramilitary forces, police or any other authority constituted by the government for maintaining law and order.

### **Losses Excluded**

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 or riots;
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 sabotage and/or 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 process or operations or omissions of any kind;
18. Any loss due to fines or damages for breach of contract, or penalties of whatever nature;
19. Any infidelity, fraudulent, dishonest or criminal act by any director, officer or trustee of the Insured whether acting alone or in collusion with others;

20. Any debt, insolvency or commercial failure, whether to provide bond or security or otherwise, or any other financial cause of any party or person whatsoever.
21. loss or damage caused by Civil Commotion, Insurrection, Revolution or Rebellion, Mutiny and/or Coup d'Etat and Civil War except as may be insured specifically under any Political Violence Extension to this cover;
22. Third party liability howsoever arising except as may be insured specifically under any Third-Party Liability Extension to this cover.

### **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 per compound/location whichever is lower.

In respect of sabotage and/or terrorism cover for dwellings, limit of indemnity shall not exceed Total Sum Insured as mentioned in the Policy Schedule or INR 4,000,000,000 per compound/location whichever is lower.

In respect of several locations being covered under a single policy on a floater basis, the maximum aggregate loss suffered from all the locations mentioned in the Policy schedule shall not exceed Total Sum Insured as mentioned 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 any one 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 within 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.

In respect of sabotage and/or terrorism cover for long term dwellings, 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 4,000,000,000/- whichever is lower. In respect of several insurance policies within the same compound/location, the maximum aggregate loss payable per compound/location by any one or all insurers shall be INR 4,000,000,000/-

### **Mid Term Cover**

In case the coverage under this endorsement is granted during the currency of the policy, no claims will be payable for loss or damage to property caused by an act of sabotage and/or terrorism occurring during the first 15 (fifteen) days from the date of granting such cover. There should be no known or recorded/reported losses from ground up including threats/hoaxes from date of inception of policy to 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 Sabotage and/or 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 main Policy save as modified or endorsed herein shall apply.

### **STANDARD SPECIAL CLAUSE**

#### **Agreed Bank Clause**

If You have mortgaged, hypothecated or created any security over any Insured Property in favour of a Bank, and the Bank has an interest in the Policy, the name of such Bank will also be shown in the Policy Schedule/ Certificate of Insurance under the title 'Agreed Bank Clause'. If You choose to add the name of such Bank at any time during the Policy Period, this will be shown as an Endorsement. In this Clause, the word 'Bank' includes any financial institution.

Under this Clause You agree as follows:

- i. We shall pay to the Bank the entire amount that We are liable to pay under this Policy. Such Bank will receive it for its own demand, and as agent for any other person interested in the amount.
- ii. When We pay the amount to the Bank, Our liability under this Policy will be discharged, and will be binding on all of You and all persons named as the insured.
- iii. Any notice or communication We make to the Bank under the provisions of this Policy shall be sufficient notice or communication to You.
- iv. Any settlement or compromise that We make with the Bank will be binding on You and all persons named as the insured. However, such settlement or compromise will not affect the rights of the Bank to recover any amount from You or any other person.
- v. If You make any change in the use of the Insured Property or Your Premises or sell or transfer the Insured Property, such actions will not prejudice the interest of the Bank under the Policy and this Clause, unless the condition has been broken by the Bank or its employees.
- vi. If You commit any act or omission that will increase the risk, the insurance cover will not be invalidated. However, the Bank shall notify Us of any change or ownership, or alterations and increase in risks as soon they become known to the Bank and shall pay additional premium from the time of such change.
- vii. When We pay the amount to the Bank, We will become legally and automatically subrogated to all rights of the Bank to the extent of such payment. This will not impair or prejudice the rights of the Bank to recover any amount from You or any other person.

N.B: The Bank shall mean the first named Financial Institution/Bank named in the policy.

## **Section 2: Consequential Loss (Fire) Insurance**

### **Operative Clause**

If **You** have opted for this section, 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 **Policy Schedule/Certificate of Insurance** 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 **Policy Schedule/Certificate of Insurance** 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 **Policy Schedule/Certificate of Insurance** 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**.

#### **Specific Conditions Applicable To Section 2 – Consequential Loss (Fire) Insurance**

1. The insurance by this Section 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. 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**.

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

**7. 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.

**CONSEQUENTIAL LOSS INSURANCE SPECIFICATIONS**

**Specification A – Insurance on Gross Profit on Turnover Basis**

Item No.	Item	Sum Insured
1.	Gross Profit	As mentioned in <b>Policy Schedule / Certificate of Insurance</b>
2.	Total Sum Insured	As mentioned in <b>Policy Schedule / Certificate of Insurance</b>

The insurance under Item “**Insurance on Gross Profit on Turnover Basis**” 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** – (As mentioned in **Policy Schedule / Certificate of Insurance**)
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 mentioned in **Policy Schedule / Certificate of Insurance**, 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	As mentioned in <b>Policy Schedule / Certificate of Insurance</b>

The insurance under Item “**Insurance on Gross Profit on Output Basis**” 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.

\* Multiple as mentioned in **Policy Schedule / Certificate of Insurance** 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** – (As mentioned in **Policy Schedule / Certificate of Insurance**).

**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 mentioned in **Policy Schedule / Certificate of Insurance**, thereafter during which the results of the business shall be affected in consequence of the damage.

+ description of commodity produced by the Insured as mentioned in **Policy Schedule / Certificate of Insurance**.

++ Unit of weight used as mentioned in **Policy Schedule / Certificate of Insurance**.

<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	As mentioned in <b>Policy Schedule / Certificate of Insurance</b>

The insurance under Item “**Difference**” Basis” 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.

\* Multiple as mentioned in **Policy Schedule / Certificate of Insurance** 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 mentioned in **Policy Schedule / Certificate of Insurance**, 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
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.	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.
--	--

**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

Item No.	Item	Sum Insured
1.	On Gross Revenue	As mentioned in <b>Policy Schedule / Certificate of Insurance</b>

The Insurance under Item “**Revenue Basis**” 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 as mentioned in Policy Schedule / Certificate of Insurance, 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
---	---

ANNUAL GROSS REVENUE – The Gross Revenue earned during the period in the twelve months immediately before the date of the damage.	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.
---	--

\* Multiple as mentioned in **Policy Schedule / Certificate of Insurance**, if the Indemnity period exceeds 12 months

\*\* 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” as mentioned in **Policy Schedule / Certificate of Insurance**.

**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.

\* Multiple as mentioned in **Policy Schedule / Certificate of Insurance**, if the Indemnity Period exceeds 12 months

#### **Specification D – Wages**

##### **i. Dual Basis**

The insurance under this basis 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 mentioned in **Policy Schedule / Certificate of Insurance**, 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 the percent of the Rate of Wages, as mentioned in **Policy Schedule / Certificate of Insurance**, 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)** equivalent numbers of weeks as mentioned in **Policy Schedule / Certificate of Insurance**, 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 “**Pro Rata Basis**” on weeks Wages, as mentioned in **Policy Schedule / Certificate of Insurance** on **Sum Insured** mentioned in **Policy Schedule / Certificate of Insurance** 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 mentioned in **Policy Schedule / Certificate of Insurance** 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 mentioned in **Policy Schedule / Certificate of Insurance** 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 be as defined in the **Policy Schedule / Certificate of Insurance**. It is permissible to omit the words in brackets or to substitute for ‘production’ some other indeed of activity.

\* 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.

<p>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</p>	<p>(Add, if any wages are insured as a standing charge other than whose Wages are insured as a Standing Charge under Item <b>Pro Rata Basis</b>)</p>
---	--

**Specification E – Lay –off and/or retrenchment Compensation with or without Notice Wages Liability**

The insurance under Item “**Lay –off and/or retrenchment Compensation with or without Notice Wages Liability**” 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 as mentioned in the **Policy Schedule/Certificate of Insurance** 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.

\* As per the cover opted by the insured and mentioned in the **Policy Schedule/Certificate of Insurance**, 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 “**Auditors’ Fees**” 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**

Item No.	Item	Sum Insured
----------	------	-------------

1.	On Gross Profit	As mentioned in Policy Schedule / Certificate of Insurance
2.	On Additional Expenditure	As mentioned in Policy Schedule / Certificate of Insurance
3.	On Legal, Clerical and other charges	As mentioned in Policy Schedule / Certificate of Insurance
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 as mentioned in the **Policy Schedule / Certificate of Insurance**, 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 as mentioned in the **Policy Schedule / Certificate of Insurance**.

#### 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 as mentioned in the **Policy Schedule / Certificate of Insurance**, 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 within this Section
- 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.

### **Section 3: Burglary Insurance**

#### **Operative Clause**

If **You** have opted for this Section, **We** agree to indemnify **You** for:

1. Any loss of or damage to the Property described in the **Policy Schedule/Certificate of Insurance** or any part thereof whilst contained in the Premises described in the **Policy Schedule/Certificate of Insurance** during the **Policy Period** due to **Burglary** or **Housebreaking** or **Robbery** or **Hold-up**.
2. Any damage to the Premises described in the **Policy Schedule/Certificate of Insurance** resulting from **Burglary** or **Housebreaking** or **Robbery** or any attempt thereat by the person or persons committing or attempting to commit such theft during the **Policy Period**, which includes:
  - a) the reasonable costs incurred by the Insured for changing damaged locks at the entry and/or exit points to the Insured Premises and at internal entry and/or exit points.
  - b) Damage to Safe and/or Strong room within the Insured Premises.

Provided always that the liability of the **Company** shall in no case exceed the **Sum Insured** stated against each item mentioned above or the Total Sum Insured stated in the **Policy Schedule/Certificate of Insurance**.

#### **Sum Insured Basis Applicable to Section 3 – Burglary Insurance**

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

1. **Market Value Basis**

Sum Insured on Market Value Basis shall represent the Replacement Value of similar Property less depreciation for age, usage and condition.

**Please Note:** Market value for Stocks means the Procurement Value of Stocks from the same or similar source with suitable increase for inflation, if any.

2. **Reinstatement Value Basis**

Sum Insured on Reinstatement Basis shall represent the Replacement Value of the Insured Property by a New Property of same kind, type and capacity without deducting depreciation for age, usage and condition.

**Please Note:** Sum Insured for Stock cannot be on Replacement Value Basis.

3. **First Loss Basis**

Sum Insured on First Loss Basis shall represent a percentage, as opted by **You** and mentioned in **Your Policy Schedule/Certificate of Insurance**, of the total value of Your Property.

Alternatively, the First Loss Basis Sum Insured can also be opted in terms of specific amount and shall be as mentioned in Your **Policy Schedule/Certificate of Insurance**.

**Basis Of Loss Settlement Applicable To Section 3**

Subject to the condition no.1. Reinstatement of Sum Insured under Specific Conditions Applicable to Section 3 – Burglary Insurance below, the deductible/excess stated in Your **Policy Schedule/Certificate of Insurance** and based on the Sum Insured Basis Opted by **You**, We may at Our option reinstate, replace or repair the lost or damaged Property covered under this section or pay the amount of loss/damage or may join with any other insure(s) in doing so.

1. **For Property Insured on Market Value Basis**

Where the **Sum Insured** is opted on Market Value Basis, **We** will compensate You the Replacement Cost of the lost or damaged Property as on Date of Loss less due allowance for betterment and depreciation for age, usage and condition of the lost or damaged Property.

2. **For Property Insured on Reinstatement Value Basis**

Where the **Sum Insured** is opted on **Reinstatement Value** Basis, **We** will compensate **You** the Replacement Cost of the lost or damaged Property which excludes any allowance for betterment i.e. the replacement value will be for a new Property of same type, kind, capacity and specification.

3. **For Property Insured on First Loss Basis**

Where the **Sum Insured** in First Loss Basis:

- a) In the event of Total Loss/ Constructive Total Loss, **Our** Liability will be restricted to the First Loss Sum Insured Specified in the **Policy Schedule/Certificate of Insurance**.
- b) In the event of the loss not being a Total Loss/Constructive Total Loss, the Basis of Settlement will be as mentioned in Reinstatement of **Sum Insured** under “Specific Conditions Applicable To Section 3 – Burglary Insurance”.

Provided always that the liability of the **Company** shall in no case exceed the **Sum Insured** stated against each item or the Total Sum Insured as mentioned in the **Policy Schedule/Certificate of Insurance**.

**Specific Exclusions Applicable to Section 3 – Burglary Insurance**

This Section does not cover the following unless specifically mentioned in the **Policy Schedule/Certificate of Insurance** and expressly insured by the Section:

1. For the amount of the **Deductible/Excess** specified in the **Policy Schedule/Certificate of Insurance** ascertained after the application of all other terms and conditions of this Section including any condition of average (under-insurance).
2. Loss or damage by fire or explosion however caused.

3. Loss or damage where any inmate or member of the Insured's household or of his business staff or any other person lawfully in the premises is concerned in the actual theft of or damage to any of the articles or premises or where such loss or damage has been expedited or in any way assisted or brought about by any such person or persons.
4. Loss or damage caused by wear and tear or gradual deterioration.
5. Loss or damage occasioned by **loot, ransack, spillage or pilferage**.
6. 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.
7. Loss or damage to property from yards, gardens, open spaces unless the property contained within such spaces is specifically insured by this Section.
8. Consequential loss or damage or legal liability of any kind.
9. Loss or damage which either in origin or extent or directly or indirectly proximately or remotely, occasioned by or contributed to by or which either in origin or extent directly or indirectly, proximately or remotely, arise out of or in connection with earthquake, volcanic eruption, typhoon hurricane, tornado, cyclone, or other convulsion of nature or atmosphere disturbance, or war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), mutiny, riot & strike, civil commotion, insurrection, rebellion, revolution, conspiracy, military naval or usurped power, martial law or state of siege or any of the events or cause which determine the proclamation or maintenance of martial law or state of siege.

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

10. 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 and mentioned in Your Policy Schedule/Certificate of Insurance). For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and / or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear. This 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.
11. Loss or damage directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel nor any consequential loss and for the purpose of this exception combustion shall include any self-sustaining process of nuclear fission directly or indirectly caused by or contribution to / by or arising from nuclear weapons material.
12. Permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
13. This Coverage under this Section shall cease to attach:
  - a) If the premises shall have been left uninhabited by day and night for thirty or more consecutive days and nights, unless specifically agreed, altered and mentioned in Your **Policy Schedule/Certificate of Insurance**.

- b) If the Insured shall cause or suffer any material alteration to be made in the premises or anything to be done whereby the risk is increased; change or relax any of the safeguards for securing the premises.
- c) To any property insured which shall be removed from the premises in which it is herein stated to be safe so far as is expressly provided for in the Policy or these conditions.
- d) To any property the interest of the Insured which shall pass from the Insured otherwise than by will or operation of law; unless in every case the consent of the Company to the continuance of the insurance thereon is obtained and signified by a memorandum made on the Policy by or on behalf of the Company.

### **Specific Conditions Applicable to Section 3 – Burglary Insurance**

#### **1. Reinstatement of Sum Insured**

Immediately upon the happening of any insured event, the Total Sum Insured and the **Sum Insured** upon various description of the property which have been lost or damaged shall be reduced by the amount of the loss or damage claimed and such reduced Sum Insured 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 **Sum Insured** to the level available at the inception of this **Policy**.

#### **2. Maintenance of Books & Keys**

The Insured shall keep a daily record of the amount of cash contained in the **safe or strong room** and such record shall be deposited in a secure place other than the **safe or strong room** and produced as evidence in support of a claim under this Section. 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 other 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**.

#### **3. Pair and Set Clause**

Where the purchased item is part of a Pair or Set, the Insured shall be indemnified not more than the value of the particular part lost, damaged or destroyed regardless of any special value that the item may have by way of being part of such pair or set, unless this condition is specifically waived off by **Us**.

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

The Insured shall take all ordinary and reasonable precautions for the safety of the property insured and shall as far as practicable make use of all locks, bolts, fastenings and other means of securing any safes, strong-rooms and premises which such property is contained therein. If the property insured shall include items pertaining to a business or profession, the Insured shall keep complete and accurate books of account, and in relation to any merchandise, stock-in-trade or property of a similar nature, the Insured 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.

#### **5. Occupation of premises**

The **Company** may at any time after the occurrence of damage to the property insured enter upon the premises and take and keep possession of the property concerned and deal with the salvage and this Section shall be proof of leave and licence for such purpose, and if the Insured or anyone acting on his behalf shall obstruct or prevent the **Company** from so doing, all benefit under this Section shall be forfeited. Upon payment of any claim for loss under this Section, the property in respect of which the payment is made shall belong to the **Company**. No property may be abandoned to the **Company**.

#### **6. Prosecution**

The Insured upon becoming aware of any loss or damage in respect of which a claim is or may be made shall take all practicable steps to discover the person by whom the property was stolen or the



premises damaged and to prosecute and obtain the conviction of such person for the offence and to trace and recover any property stolen.

#### 7. Indemnity

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

#### 8. Condition Of Average Clause

##### **Where Sum Insured is on Market Value Basis & 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 this Section shall be separately subject to this Condition.

##### **Where Sum Insured is on First Loss Basis as a Percentage of Actual Value at Risk:**

If the insured Property under this Section 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.

**Where Sum Insured is on First Loss Basis in terms of Specific/Absolute Amount:** Condition of Average will not be applicable for Covers where **Sum Insured** is Opted on First Loss Basis in terms of Specific Amount.

#### 9. Claims Procedure

- a. On the happening of any loss or damage the Insured shall immediately within 7 days give notice in writing to the Police and also to the Company detailing the circumstances of the case.
- b. The Insured shall within 14 days after such loss or damage shall have come to the Insured's knowledge deliver us a detailed statement in writing, of the loss and damage, with an estimate of the intrinsic of the property lost and the amount of damage sustained.
- c. Tender to us all the reasonable information, assistance and proofs in connection with any claim. For Example: Books of account, vouchers, invoices, documents. This shall be at Insured's own expense.
- d. Submit duly filled Claim Form either written/verbal/electronic, Copy of FIR lodged with the Police along with any other supporting documents.

#### 10. Book-Keeping Warranty

Warranted that the Insured keeps and during the whole of the **Policy Period** shall keep a complete set of Books, Accounts and Stock Sheets or Stock Books showing a true and accurate record of all business transactions, and Stock in hand, and that such Books, Accounts and Stock Sheets or Stock Books shall be locked in a fire-proof safe or removed to another building at night and at all times when the premises are not actually open for business.

This Warranty applies separately to each and every business or branch business. Transfers of goods from one premise to another shall be a business transaction within the meaning of this Warranty. It is further warranted that the said safe shall not contain explosives or other hazardous commodities.

**11. Adequate Protection**

It is further warranted that adequate protection to the doors, windows and all other such openings in the premises are properly maintained during the **Policy Period**.

**12. Damage Entry Warranty**

Further warranted that there shall be actual visible damage caused to the premises or part thereof or connected with violent and forcible entry in the premises.

**13. Protection**

It is a condition precedent to liability under this Section that: -

- a) all protections in force at the premises at the inception of the cover or subsequently as stipulated by or agreed by the **Company** shall be in full operation securing the premises, whether the premises are closed for business or left unattended.
- b) any keys for the premises and or intruder alarm systems or safes and /or strong rooms and /or any other secured area or device in which insured property is kept and removed from the premises whenever the premises are closed for business or left unattended.
- c) the Insured maintains the secrecy of codes for the Intruder Alarm Installation to authorised persons and no details of the same are left on.

**14. Reinstatement Value Policies Clause**

Reinstatement value insurance may be granted on Machinery, Contents, Furniture, Fixture and Fittings only subject to the incorporation of the following memorandum in this Section:

"It is hereby declared and agreed that, in the event of the property insured under this Section being lost, destroyed or damaged, the basis upon which the amount payable under this Section 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 terms and conditions of the **Policy**."

**15. First Loss Clause**

First loss coverage involves the selection by the Insured of a **Sum Insured** for a particular item of property covered, which is lower than the total replacement value of the property at the Insured's premises.

First loss cover can be issued for an amount less than the total value of the property at risk with a stipulation that the **Company** will pay the whole amount of loss up to the limit of the **Sum Insured**. The options for First loss cover will be as follows:

**First Loss Cover with Partial Average:** Where **Sum Insured** is on First Loss Basis as a Percentage of Actual Value at Risk below average clause will be applicable:

If the **Insured Property** under this Section 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.

**First Loss without Condition of Average: or delete the Under-insurance Condition completely:**

Condition of Average will not be applicable where the First Loss Policies has been issued in terms of specific / absolute amount, where there is remote possibility of total loss.

**16. 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/warranty; an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or

on behalf of or in connection with any organization(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 and any subsequent changes 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.

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.

### 17. Agreed Bank Clause

All policies in which a Bank has a partial interest shall be made out in the name of the Bank and Owner or Mortgagor and shall contain the following clause: -

" 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 (3) of "GENERAL CONDITIONS APPLICABLE TO ALL COVERS" of Policy except where a breach of the condition has been committed by the Bank or its duly authorized agents or servants and this insurance shall not be invalidated by any act or omission on the part of any other party insured 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 mortgagees, the above Agreed Bank Clause may be incorporated in the policy substituting the name of such institution in place of the word 'Bank' in the said clause

#### **Section 4: Money Insurance**

##### **Operative Clause**

If **You** have opted for this Section and the Insured event mentioned below occurs during the Policy Period, **We** hereby agree to indemnify **You**:

1. Up to the **Limit of Indemnity** specified in the **Policy Schedule/Certificate of Insurance** 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/Certificate of Insurance** for the loss of **Money from a Safe and/or Strong Room** in the premises mentioned in the **Policy Schedule/Certificate of Insurance** caused by **Burglary** or **Robbery** or **housebreaking** or **hold-up**, and/or
3. Up to the **Limit of Indemnity** specified in the **Policy Schedule/Certificate of Insurance** for the loss of Money from the Insured's Cash Counter in the premises mentioned in the **Policy Schedule/Certificate of Insurance** during **business hours** or **office hours** caused by **Burglary** or **Housebreaking** or **Robbery**.

##### **Specific Exclusions Applicable to Section 4 – Money Insurance**

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

1. For the amount of the **Deductible/Excess** specified in the **Policy Schedule/Certificate of Insurance** 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/Certificate of Insurance** unless specially agreed and mentioned in the **Policy Schedule/Certificate of Insurance**.
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/Certificate of Insurance**.
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.

### **Specific Conditions Applicable To Section 4 – Money Insurance**

#### 1. **Alteration of Risk**

The cover provided under this **Policy** shall be immediately suspended if:

- i. there is any material change in the facts and matters stated in the Proposal, and/or
- ii. the ownership of the Insured Property passes from the Insured to any other person or entity, and/or
- iii. 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/Certificate of Insurance**. 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 this Section. 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 **Policy Schedule/Certificate of Insurance** 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. 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.

#### 7. Claim Notification

It is a condition precedent to the Company's liability hereunder that the Insured shall:

- i. 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 / Certificate of Insurance;
- ii. 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;
- iii. 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.



- iv. expeditiously provide the Company and its representatives and appointees with all the information, assistance and documentation that they might reasonably require.
- v. take all reasonable steps to identify the perpetrators of the Burglary and/or Robbery and discover and recover any Money lost;
- vi. 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. 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 Section 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.

#### 9. 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**.

#### 10. 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**.

## Section 5. Machinery Breakdown Insurance Policy

### Operative Clause

If **You** have opted for this Section, **We** will at **Our** own option by payment or reinstatement or repair indemnify the **Insured** against unforeseen and sudden physical damage by any cause not hereinafter excluded to any **Insured Property** specified in the attached **Policy schedule/Certificate of Insurance** whilst in the premises therein mentioned necessitating its immediate repair or replacement. This Section shall apply to the insured items after successful completion of their performance/acceptance tests, whether they are at work or at rest, or being dismantled for the purpose of cleaning or overhauling, or in the course of the aforesaid operations themselves, or when being shifted within the premises, or during subsequent re-erection. The liability of the **Company** for any one item of the insured property shall not exceed in the aggregate in any one period of Insurance the **Sum Insured** set against such in the attached **Policy schedule/Certificate of Insurance**, unless the **Sum Insured** under such item is reinstated after occurrence of a claim for balance period.

### General Exclusions Applicable to Section 5 – Machinery Breakdown Insurance Policy

The **Company** shall not be liable under this section in respect of -

1. Loss, damage and/or liability caused by or arising from or in consequence, directly or indirectly of fire including extinguishment of a fire or clearance of debris and dismantling necessitated thereby, smoke, soot, aggressive substance, lightning, explosion of any kind (other than bursting or disruption of turbines, compressors, cylinders of steam engines, hydraulic cylinders or fly wheels or other apparatus subject to centrifugal force, internal pressure) theft, collapse of buildings, subsidence, landslide, rockslide, water which escapes from water containing apparatus, flood, inundation, storm, tempest, earthquake, volcanic eruption or other Acts of God, impact of land borne or waterborne or airborne craft or other aerial devices and/or articles dropped therefrom.  
Any loss or damage by fire within the electrical appliances and installation insured by this Section arising from or occasioned by overrunning, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity, from whatever cause (lightning included), is covered; provided that this extension shall apply only to the particular electrical machine; apparatus fixture fitting or portions of the electrical installation so affected and not to other machines, apparatus, fixtures fittings or portions of the electrical installation which may be destroyed or damaged by fire so set up.
2. Loss damage and/or liability caused by or arising from or in consequence, directly of –
  - 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, Lockout and Malicious Damage, Civil Commotion, Military or Usurped Power, Martial Law, Conspiracy Confiscation, commandeering by 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.
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. Deterioration of or wearing away or wearing out any part of any machine caused by or naturally resulting from normal use or exposure.
6. Loss, damage and/or liability caused by or arising out of the willful act or willful neglect or gross negligence of the insured or his responsible representatives.
7. Liability assumed by the insured by agreement unless such liability would have attached to the insured notwithstanding such agreement.
8. Loss, damage and/or liability due to faults or defects existing at the time of commencement of this insurance and known to the insured or his responsible representative but not disclosed to the **Company**.
9. Loss of use of the Insured's plant or property of any other consequential loss incurred by the **Insured**.

10. Loss, damage/and/or liability due to explosions in Chemical Recovery Boilers, other than pressure explosions for e.g. smelt, chemical, ignition, Explosions etc.

### **Special Exclusions Applicable to Section 5 – Machinery Breakdown Insurance**

The **Company** shall not be liable for -

1. The **Excess**, as stated in the **Policy Schedule/Certificate of Insurance**, to be first borne by the insured out of each and every claim; where more than one item is damaged in one and same occurrence, the insured shall not, however, be called upon to bear more than the highest **Excess** applicable to any one such item;
2. Loss of or damage to belts, ropes, chains, rubber tyres, dies, moulds, blades, cutters, knives or exchangeable tools, engraved or impression cylinders or rolls; objects made of glass, porcelain, ceramics, all operating media (e.g. lubricating oil, fuel, catalyst, refrigerant, dowtherm) felts, endless conveyor belts or wires; sieves, fabrics, heat resisting and anti-corrosive lining and parts of similar nature, packing material, parts not made of metal (except insulating material) and non-metallic lining or coating of metal parts.
3. Loss or damage for which the manufacturer or supplier or repairer of the property is responsible either by law or contract.

In any action, suit or other proceeding where the **Company** alleges that by reason of the provisions of the exceptions or exclusions above, any loss, destruction, damage or liability is not covered by this insurance, the burden of proving that such loss, destruction, damage or liability is covered shall be upon the **Insured**.

### **Provisions Applicable to Section 5 – Machinery Breakdown Insurance**

#### **1. Sum Insured**

It is the requirement of this Insurance that the **Sum Insured** shall be equal to the cost of replacement of the insured property by new property of the same kind and same capacity which shall mean its replacement cost including freight and customs duties, if any, and erection costs.

#### **2. Basis Of Indemnity**

- a. In cases where damage to an insured item can be repaired, the **Company** will pay expense necessarily incurred to restore the damaged machine to its former state of serviceability plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs as well as ordinary freight to and from a repair shop, customs duties if any to the extent such expenses have been included in the **Sum Insured**. If the repairs are executed at a workshop owned by the Insured, the **Company** will pay the cost of materials and wages incurred for the purpose of the repairs plus a reasonable percentage to cover overhead charges.

No deduction shall be made for depreciation in respect of parts replaced except for (i) wear and tear parts and (ii) parts for which manufacturers have specified a fixed life for use and the like but the value of any salvage will be taken into account.

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

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

Any extra charges incurred for overtime, night-work, work on public holidays, express freight are covered by this insurance only if especially agreed to in writing.

In the event of the makers' drawings, patterns and for boxes necessary for the execution of a repair not being available the **Company** shall not be liable for cost of making any such drawing patterns or core boxes.

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

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.

If the **Sum Insured** is less than the amount required to be insured as per Provision 1 hereinabove, the **Company** will pay only in such proportion as the **Sum Insured** bears to the amount required to be insured. Every item if more than one shall be subject to this condition separately.

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

### 3. Inspection Of Turbines And Turbo-Generators

All Mechanical and Electrical parts of any steam turbine, gas turbine or generator upto 30,000 KW shall be inspected and overhauled thoroughly under the supervision of Maker's representatives, in a completely opened up state at least every two years: for turbines or generators exceeding 30,000 KW such inspection and overhaul shall take place after **32,000** hours of operation or every **four years**. The cost of inspection and overhauling shall be borne by the Insured and a copy of the Report issued by the Maker's representative on such inspection and overhauling shall be furnished to the **Company** immediately after the work has been carried out.

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

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

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

### 4. 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 in force concerning the operation and maintenance of the insured plant and machinery;
- b. The Company's Officials shall at all reasonable times have the right to inspect and examine any property insured hereunder and the Insured shall provide the Officials of the **Company** with all details and information necessary for the assessment of the risk. The **Company** shall provide the Insured with a copy of the inspecting Official's report; which shall however be treated as strictly confidential both by the **Insured** and the **Company**.
- c. In the event of any –
  - i. Material change in the original risk;
  - ii. Alteration, modification or addition to insured item
  - iii. Departure from prescribed operating conditions, whereby the risk or loss or damage increases
  - iv. Changes in the Insured's Interest (such as discontinuation or liquidation of the business or being placed in receivership) taking place, the **Policy** shall be void unless its continuance be agreed by endorsement signed by the **Company**.

### 5. Duties Following An Accident

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

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

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

Upon notification of a claim being given to the **Company**, the insured may proceed with the repair of any minor damage not exceeding Rs. 2,500/- provided that the carrying out of such repair is without prejudice to any question of liability of the **Company** and that any damaged part requiring replacement is kept for inspection by the **Company**, but in all other cases a representative of the **Company** shall have the opportunity of inspecting the damage before any alterations repairs or replacement 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 this Section in respect of any item of property sustaining damage, for which indemnity is provided, shall cease if the said item is kept in operation without being repaired to the satisfaction of the **Company**.

#### 6. Position After A Claim

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

#### 7. Transfer Of Interest

The insurance granted by this Section 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.

### Section 6. Electronic Equipment Insurance

#### Operative Clause

If You have opted for this Section, **We** will indemnify **You** in the manner and to the extent hereinafter provided.

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

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

#### Exclusions Applicable to All Sub-sections Under Section 6 -Electronic Equipment Insurance:

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

- a. War, Invasion, Act of foreign Enemy, Hostilities or War Like operations (whether war be declared or not), Civil War, Rebellion Revolution, Insurrection Mutiny, Civil Commotion, Confiscation, commandeering a Group of Malicious persons or persons acting on behalf of or in connection with any political organisation, requisition or destruction or damage by order of any government de-jure or de-facto or any public, municipal or local authority.
- b. Nuclear Reaction, Nuclear radiation or radioactive contamination.
- c. Wilful act or wilful negligence of the Insured or his representative.;
- d. Cessation of work whether total or partial.
- e. Cost Incurred/time involved in the movement of machinery and/or any other property and/or personnel outside the territorial limits of India other than the cost of delivery of replacements for machinery lost or damaged.
- f. Derangement of the **Insured Property** not accompanied by damage otherwise covered by this Section.

- g. Loss of or damage to the property covered under this Section falling under the terms of the Maintenance Agreement.
- h. Loss destruction or damage directly occasioned by pressure wave caused by aircraft and other aerial devices traveling at Sonic or Supersonic speeds.
- i. Terrorism Damage Exclusion Warranty:

This section 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 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.

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 proceedings where the company allege that by reason of the provisions of the above exclusions any loss, destruction, damage or liability is not covered by this insurance, the burden of proving that such loss, destruction, damage or liability is covered shall be upon the Insured.

#### **Specific Conditions to All Sections Section 6 -Electronic Equipment Insurance**

1.

- a) Representatives of the **Company** shall at any reasonable time have the right to inspect and examine the risk and the Insured shall provide the representatives of the **Company** with all details and information necessary for the assessment of the risk.
- b) The **Insured** shall immediately notify the **Company** in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require to ensure safe operation of the Insured items 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**.

#### **Duties Following An Accident**

In the event of any occurrence which might give rise to a claim under this **Section**, the **Insured** shall-

- a. immediately notify the **Company** by telephone as well as in writing giving an indication as to the nature and extent of loss or damage;
- b. take all 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 of the **Company**;
- d. furnish all such information and documentary evidence as the **Company** may require;
- e. inform the police authorities in case of loss or damage due to theft or burglary.

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.5, 000/- provided that the carrying out of such repairs without prejudice to any question of liability of the **Company** and that any damaged part requiring replacement is kept for inspection by the **Company**, but in all other cases a representative shall have the opportunity of inspecting the loss or damage before any repairs or alterations are effected.

The liability of the **Company** under this Section in respect of any item sustaining damage shall cease if said item is kept in operation after a claim without being repaired in the satisfaction of the **Company** or if temporary repairs are carried out without the **Company's** consent.



### Section I – Equipments

All Electronic equipment like Computers, Medical, Biomedical, Micro-processors; Audio/Visual equipment including the value of Systems Software may be covered under Electronic Equipment Policy. The term equipment shall include the entire computer system consisting of CPU, Keyboards, Monitors, Printers, Stabilizers, UPS, System Software etc.

Dish Antenna is excluded from the scope of cover under this Section. Further portable Electronic Equipment like notebook, lap top computer, sonography are also excluded under EEI Policy Section.

#### Scope of Cover

The **Company** hereby agrees with the insured (subject to the exclusions & conditions contained herein or endorsed hereon) that if at any time during the **Period of Insurance** stated in the **Policy Schedule/Certificate of Insurance** or during any subsequent period for which the insured pays and the **Company** may accept the premium for the renewal of this **Policy**, the items or any part thereof entered in the **Policy Schedule/Certificate of Insurance** shall suffer any unforeseen and sudden physical loss or damage from any cause, other than those specifically excluded, in a manner necessitating repair or replacement, the **Company** will indemnify the **Insured** in respect of such loss or damage as hereinafter provided by payment in cash, replacement or repair (at their own option) upto an amount not exceeding in any one year of insurance in respect of each of the items specified in the **Policy Schedule/Certificate of Insurance** the sum set opposite thereto and not exceeding in all the total sum expressed in the **Policy Schedule/Certificate of Insurance** as insured hereby.

#### Special Exclusion to Section – I Equipments

The **Company** shall not, however, be liable for-

- a. the **Excess** stated in the **Policy Schedule/Certificate of Insurance** to be borne by the **Insured** in any one occurrence; if more than one item is lost or damaged in one occurrence, the **Insured** shall not, however, be called upon to bear more than the highest single **Excess** applicable to such items;
- b. loss or damage caused by any faults or defects existing at the time of commencement of the present insurance within the knowledge of the insured, or his representatives, whether such faults or defects were known to the company or not;
- c. loss or damage as a direct consequence of the continual influence of operation (e.g. wear and tear, cavitations, erosion, corrosion, incrustation) or of gradual deterioration due to atmospheric conditions;
- d. any costs incurred in connection with the elimination of functional failures unless such failures were caused by an indemnifiable loss of or damage to the insured items;
- e. any costs incurred in connection with the maintenance of the insured items, such exclusion also applying to parts exchanged in the course of such maintenance operations;
- f. loss or damage for which the manufacturer or supplier of the insured items is responsible either by law or under contract;
- g. loss of or damage to rented or hired equipment for which the owner is responsible either by law or under a lease and/or maintenance agreement;
- h. consequential loss or liability of any kind or description
- i. loss of or damage to bulbs, valves, tubes, ribbons, fuses, seals, belts, wires, chains, rubber tyres, exchangeable tools, engraved cylinders, objects made of glass, porcelain or ceramics sieves or fabrics, or any operating media (e.g. lubricating oil, fuel, chemicals);
- j. aesthetic defects, such as scratches on painted polished or enamelled surfaces.

In respect of the parts mentioned under i) and j) above the **Company** shall be liable to provide compensation in the event that such parts are effected by an indemnifiable loss or damage to the insured items.

#### Provisions Applying to Section I - Equipments

##### Sum Insured

It is a requirement of this insurance that the **Sum Insured** shall be equal to the cost of replacement of the insured property by new property of the same kind and same capacity, which shall mean its replacement cost including freight, dues and customs duties, if any and erection costs.

The **Sum Insured** of the equipment insured under this section shall include the value of 'System Software'.

#### **Basis Of Indemnity**

- a. In cases where damage to an insured item can be repaired, the **Company** will pay expenses necessarily incurred to restore the damaged machine to its former state of serviceability plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs as well as ordinary freight to and from a repair-shop customs duties and dues if any, to the extent such expenses have been included in the **Sum Insured**. If the repairs are executed at a workshop owned by the **Insured**, the **Company** will pay the cost of materials and wages incurred for the purpose of the repairs plus a reasonable percentage to cover overhead charges.

No deduction shall be made for depreciation in respect of parts replaced, except those with limited life, but the value of any salvage will be taken into account. If the cost of repairs as detailed herein above equals or exceeds the actual value of the machinery insured immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in (b) below.

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

Any extra charges incurred for overtime, night-work, work on public holidays, express freight, are covered by this Insurance only if especially agreed to in writing.

In the event of the Makers' drawings, patterns and core boxes necessary for the execution of a repair not being available the **Company** shall not be liable for the cost of making any such drawings, patterns and core boxes.

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

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.

- c. In cases where the Insured item is subjected to total loss and meanwhile it becomes obsolete, all costs necessary to replace the lost or damaged insured item with a follow-up model (similar type) of similar structure/ configuration (of similar quality) i.e. low, average or high capacity – will be reimbursed.

If the **Sum Insured** is less than the amount required to be insured as per Provision - 1 hereinabove, the **Company** will pay only in such proportion as the **Sum Insured** bears to the amount required to be insured. Every item if more than one shall be subject to this condition separately.

The **Company** will make payments only after being satisfied, with necessary bills and documents that the repairs have been effected or replacements have taken place, as the case may be. The **Company** may, however, not insist for bills and documents in case of total loss where the **Insured** is unable to replace the damaged equipment for reasons beyond their control. In such cases claims can be settled on 'Indemnity Basis'.

#### **Warranty**

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

For the purpose of this warranty the word 'Maintenance' shall mean the following-

- i. Safety Checks
- ii. Preventive maintenance
- iii. Rectification of Loss or damage or faults arising from normal operations as well as from ageing.

## Section II – External Data Media

The **Company** hereby agrees with the **Insured** that if the external data media entered in the **Policy Schedule/Certificate of Insurance** inclusive of the information stored thereon, which can be directly processed in EDP systems, shall suffer any material damage caused by peril covered under Section I of this Section 6, the **Company** will indemnify the **Insured** as hereinafter provided in respect of such loss or damage up to an amount not exceeding in any one year of insurance in respect of each of the data media specified in the **Policy Schedule/Certificate of Insurance** the sum set opposite thereto and not exceeding in all the total sum insured hereby, provided always that such loss or damage occurs during the period of Insurance stated in the **Policy Schedule/Certificate of Insurance** or during any subsequent period for which the Insured pays and the **Company** may accept the premium for the renewal of this **Policy**. This cover applies while the insured data media are kept on the Premises. Coverage against restoration of data under Section II only to be granted if backup system is available.

### Special Exclusions to Section II- External Data Media

The **Company** shall, however, not be liable for-

- a. the **Excess** stated in the **Policy Schedule/Certificate of Insurance** to be borne by the **Insured** in any one occurrence;
- b. any costs arising from false programming, punching, labelling or inserting, inadvertent cancelling of information or discarding of data media, and from loss of information caused by magnetic fields;
- c. consequential loss of any kind or description whatsoever.

### Provisions Applying to Section II External Data Media –

#### Memo 1 Sum Insured –

It is a requirement of this Insurance that the **Sum Insured** shall be the amount required for restoring the insured external data media by replacing lost or damaged data media by new material and reproducing lost information.

#### Memo 2 Basis of Indemnity –

The **Company** will indemnify any expenses that can be proved to have been incurred by the Insured within a period of 12 months as from the date of the occurrence strictly for the purpose of restoring the insured external data media to a condition equivalent to that existing prior to the occurrence and necessary for permitting data processing operations to be continued in the normal manner.

If it is not necessary to reproduce lost data or information, or if such reproduction is not effected within 12 months after the occurrence, the **Company** shall only be liable to indemnify the expenses incurred for replacing the lost or damaged data media themselves by new material.

As from the date of an indemnifiable occurrence the **Sum Insured** shall be reduced for the remaining period of insurance by the amount of indemnity paid unless the **Sum Insured** is reinstated.

## Section III– Increased Cost Of Working

Notwithstanding Special Exclusion (i) under Section I of this Section 6 the **Company** hereby agrees to indemnify the Insured upto but not exceeding the **limits of Indemnity** stated in the **Policy Schedule/Certificate of Insurance** for all additional costs which the Insured shall incur to ensure continued data processing on substitute equipment if such costs arise as an unavoidable consequence of an indemnifiable loss or damage during the period of insurance to property insured under the Material Damage Section of Section 6.

### Special Exclusions to Section III Increased Cost Of Working –

The **Company** shall not be liable for -

- i. Costs incurred for use of substitute equipment during the Time Excess stated in the **Policy Schedule/Certificate of Insurance**,
- ii. Costs for replacement of data media, data and regeneration of data,
- iii. Costs arising out of circumstances, which are not connected with the insured material damage. In particular the **Company** shall not be liable for additional costs arising out of –
  - a. bodily injuries,
  - b. orders or measures imposed by any public authority,
  - c. expansion and improvements of the equipment,

- d. Lack of funds causing delay in repairs or replacement of damaged equipment
- iv. Any other consequential loss such as loss of market or interest.

### **Provisions Applying to Section III- Increased Cost Of Working –**

#### **Memo 1 Indemnity Period –**

The Indemnity Period shall commence with putting into use the substitute equipment. The insured shall bear that proportion of each claim, which corresponds to the Time Excess agreed.

#### **Memo 2 Sum Insured –**

The 'indemnity limit per hour' and 'total sum insured' stated in the **Policy Schedule/Certificate of Insurance** shall be declared by the insured. The total sum insured shall represent the aggregate limit of indemnity payable for all events occurring during the period of insurance.

The Company will also reimburse the insured for personnel expenses and costs for transportation of materials following an event giving rise to a claim under this Section of the **Policy** provided separate sums therefore have been entered in the **Policy Schedule/Certificate of Insurance**.

As from the date of an indemnifiable occurrence the sum insured shall be reduced for the remaining period of insurance by an amount of indemnity paid unless - reinstated by payment of an additional premium prescribed by the **Company**.

#### **Memo 3 Loss Settlement –**

The **Company** shall indemnify those costs and expenses, which can be proved to have been incurred during the indemnity, period to maintain data processing operations to their previous extent, that are additional to those which would have been incurred during the same period if no insured event had occurred.

The total indemnity per event shall not exceed an amount equal to the agreed 'indemnity limit per hour' or the 'actual hourly rate payable for the use of substitute equipments,' whichever is less multiplied by the number of working hours stated as 'Indemnity Period' in the **Policy Schedule/Certificate of Insurance** or by the actual number of working hours for which the substitute equipment is put into use, whichever shall be less.

However, if it is found, following an interruption, that the limit selected 'per hour' is less than the amount actually incurred per hour for use of substitute equipment, the **Company** shall be liable to indemnify the **Insured** in the same proportion as the limit selected 'per hour' bears to the amount actually incurred per hour.

Provided always that –

- i. the interruptions shorter than the Time Excess stated in the **Policy Schedule/Certificate of Insurance** shall be excluded from the scope of this Section and
- ii. in respect of interruptions longer than the Time Excess the insured shall bear that proportion of each claim which corresponds to the Time Excess.

## **Section 7. Contractor's Plant & Machinery Insurance**

### **Operative Clause**

If **You** have opted for this Section, **We** will at Our own option by payment or reinstatement or repair, indemnify the Insured against unforeseen and sudden physical damage by any cause not hereinafter excluded to any **Insured Property** specified in the attached **Policy Schedule/Certificate of Insurance** whilst at the location mentioned therein necessitating its immediate repair or replacement. This Section shall apply to the insured items whether they are at work or at rest or being dismantled for the purpose of cleaning or overhauling, or in the course of the aforesaid operations themselves, or when being shifted within the premises, or during subsequent re-erection, but in any case, only after successful commissioning. The liability of the **Company** for any one item of the insured property shall not exceed in the aggregate in any one **Period of Insurance** the **Sum Insured** set against such item in the attached **Policy Schedule/Certificate of Insurance**. However, the **Sum Insured** under such item can be reinstated after occurrence of a claim for balance period.

### **Specific Exclusions Applicable to Section 7 - Contractor's Plant & Machinery Insurance**

The **Company** shall not be liable under this section in respect of -

- a. The **Excess** stated in the **Policy Schedule/Certificate of Insurance** to be borne by the **Insured** in any one occurrence; if more than one item is lost or damaged in one occurrence, the insured shall not, however, be called upon to bear more than the highest single Excess applicable to such items.
- b. 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 will be indemnifiable.
- c. Loss of or damage to replaceable parts and attachment 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.
- d. 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.
- e. Loss of or damage to vehicles designed and licensed for general road use unless these vehicles are exclusively used on construction site.
- f. Loss of or damage to Hull and machinery of waterborne vessels or crafts, however this exclusion shall not apply to Contractor's Plant and Machinery mounted on water borne vessels or crafts for the purpose of use for the contract work.
- g. Loss or damage due to total or partial immersion in tidal waters.
- h. Loss or damage whilst in transit, from one location to another location. (Public Liability will not be payable while Contractor's Plant & Machineries are on Public Roads).
- i. 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).
- j. loss or damage occurring whilst any insured item is under- going a test of any kind or is being used in any manner or for any purpose other than that for which it was designed;
- k. Loss of or damage to plant and/or machinery working underground.  
(Note- This does not apply to Machineries used in Tunnelling works).
- l. War, Invasion, act of foreign enemy, hostilities or war like operation (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 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.
- m. Loss or damage directly or indirectly caused by, or arising out of, or aggravated by nuclear reaction, nuclear radiation or radioactive contamination.
- n. loss or damage due to any faults or defects existing at the time of commencement of this policy within the knowledge of the insured or his representatives, whether such faults or defects were known to the **Company** or not.
- o. Loss or damage directly or indirectly caused by or arising out of or aggravated by the willful act or willful negligence of the insured or his representatives.
- p. Loss or damage for which the supplier or manufacturer is responsible either by law or under contract.
- q. Consequential loss or liability of any kind or description.
- r. Loss or damage discovered only at the time of taking an inventory or during routine servicing.  
In any action, suit or other proceeding where the company allege that by reason of the provisions of exclusions (m) to (q) above any loss, destruction or damage is not covered by this Section, the onus of proving that such loss, destruction or damage is covered shall be upon the insured.
- s. **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.

### **Specific Conditions Applicable to Section 7 – Machinery Breakdown Insurance**

#### **1. Sum Insured**

It is a requirement of this insurance that the **Sum Insured** shall be equal to the cost of replacement of the insured property by new property of the same kind and same capacity, which shall mean its replacement cost including freight, dues and customs duties if any and erection costs.

#### **2. Basis of indemnity**

- a. In cases where damage to an insured item can be repaired the **Company** will pay expenses necessarily incurred to restore the damaged machine to its condition immediately prior to the accident/loss plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs as well as ordinary freight to and from a repair-shop, customs duties and dues if any, to the extent such expenses have been included in the **Sum Insured**. If the repairs are executed at a workshop owned by the Insured, the **Company** will pay the cost of materials and wages incurred for the purpose of the repairs plus a reasonable percentage to cover overhead charges.

No deduction shall be made for depreciation in respect of parts replaced, except those with limited life, but the value of any salvage will be taken into account. If the cost of repairs as detailed hereinabove equals or exceeds the actual value of the machinery insured immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in (b) below.

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

Any extra charges incurred for overtime, night-work, work on public holiday, express freight, are covered by this insurance only if especially agreed to in writing.

In the event of the Makers' drawing, patterns and core boxes necessary for the execution of a repair, not being available, the Company shall not be liable for the cost of making any such drawings, patterns and core boxes.

The cost of any alteration, improvements or overhauls shall not be recoverable under this Policy.

The cost of any provisional repairs will be borne by the **Company** if such repairs constitute part of the final repairs, and do not increase the total repair expenses.

If the **Sum Insured** is less than the amount required to be insured as per Provision-1 herein above, the **Company** will pay only in such proportion as the **Sum Insured** bears to the amount required to be insured. Every item, if more than one, shall be subject to this condition separately.

The **Company** will make payments only after being satisfied, with the necessary bills and documents, that the repairs have been effected or replacement have taken place, as the case may be. The **Company** may, however, not insist for bills and documents in case of total loss where the insured is unable to replace the damaged equipment for reasons beyond their control. In such a case claims can be settled on 'Indemnity Basis'.

#### **3. Miscellaneous**

The Insured shall -



- a. Take all practicable steps including in the case of machinery lost or stolen or willfully damaged by giving of immediate notice to the Police to recover any property lost or stolen and in the case of theft or willful damage to discover the guilty person or persons.
- b. Produce or give access to any property alleged to be damaged and the Insured shall be bound to satisfy the **Company** by such reasonable evidence as the **Company** may require that the loss destruction or damage in respect of which a claim is made has actually arisen from one of the risks insured.

#### 4. 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 in force concerning the operation and maintenance of the insured plant and machinery;
- b. The Company's officials and/or their representatives shall at all reasonable times have the right to inspect and examine any property insured hereunder and the Insured shall provide the officials of the Company with all details and information necessary for the assessment of the risk.
- 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 condition, whereby the risk of loss or damage increases.
  - iv. Change in the Insured's interest (such as discontinuation or liquidation of the business or being placed in receivership) taking place.

The section shall be void unless its continuance be agreed by endorsement signed by the **Company**.

#### 5. Duties Following an Accident

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

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

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

Upon notification of a claim being given to the **Company**, the **Insured** may proceed with the repair of any minor damage not exceeding Rs. 7,500/- provided that the carrying out of such repairs is without prejudice to any question of liability of the **Company** and that any damaged part requiring replacement is kept for inspection by the **Company**, but in all other cases a representative of the **Company** shall have the opportunity of inspecting the damage before any alterations, repairs or replacements are effected. Nothing contained herein shall prevent the Insured from taking such steps as are absolutely necessary to maintain the operation of the plant.

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

#### 6. 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 remainder of the period of insurance is reduced by the amount of the compensation. To prevent under insurance during the remainder of the current period of insurance the amount insured must be reinstated. The premium will be calculated pro-rata from the day the repaired item is again put to work. For subsequent periods of insurance, the original indemnity and premium are again in force unless circumstances justify an alteration.

## 7. Transfer of Interest

The insurance granted by this Section shall cease to attach to any items described in the **Policy Schedule/Certificate of Insurance** 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.

## Section 8. Fidelity Guarantee Insurance Policy

### Operative Clause

If **You** have opted for this Section, **We** will indemnify **You** against the covered events discovered during the **Policy 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 section under the **Policy**. **We** will 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/Certificate of Insurance**; 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/Certificate of Insurance** against his name or as declared herein.
  - b. In respect of all claims under this Section, the Total Sum Insured stated in the **Policy Schedule/Certificate of Insurance**.
- 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**
- iii. 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.
- iv. **We** shall not be liable to pay more than one claim in respect of the action of any one **Employee**.

### Specific Exclusions Applicable to Section 8 – Fidelity Guarantee

This Section does not cover the following unless specifically mentioned in the **Policy Schedule/Certificate of Insurance** and expressly insured by this Section: -

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 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/Certificate of Insurance**, 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.

### **Specific Conditions Applicable To Section 8 – Fidelity Guarantee**

#### **1. 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**.

#### **2. 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

#### **3. 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 this Section 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 Section 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 this Section.

#### 4. **Limitation of Liability**

If a Claim is rejected or partially settled under the terms of this Section 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.

#### 5. **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**.

#### 6. **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.

## **Section 9. Sign Board Protect Insurance**

### **Operative Clause**

If **You** have opted for this Section, **We** will indemnify **You** up to the **Sum Insured** or Limit of Liability mentioned in Your **Policy Schedule/Certificate of Insurance** 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:

- **9.1 – 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/Certificate of Insurance**.
- **9.2 – Third Party Liability:** Limit of Liability for any one Accident and in Aggregate mentioned in the **Policy Schedule/Certificate of Insurance**.

### **Sub-section 9.1: Loss of Or Damage To The Sign Board**

Under this Sub-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/Certificate of Insurance** 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/Certificate of Insurance** 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 Section.

If **We** have admitted a claim under “Sub-section 9.1 – Loss of or Damage to the Sign Board” of this Section, **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 / Certificate of Insurance**, in respect of any one event and in aggregate for all occurrences during the **Policy Period**.

**Specific Exclusion applicable to Sub-section 9.1 – Loss of or Damage to Sign Board:**

**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 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.

**Sum Insured Basis Options applicable to Sub-section 9.1 – 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/Certificate of Insurance**:

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.

**Basis of Loss Settlement applicable to Sub - Section 9.1 – 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/Certificate of Insurance** 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/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 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.

**Section 9.2: Third Party Liability**

If You have opted for this Sub-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 Sub-section, terms, conditions, exclusions and Deductible of this Sub-section:

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 "Sub-Section 9.1– Loss of or Damage to Sign Board".

**Specific Exclusion applicable to Sub-section 9.2 – Third Party Liability:**

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

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**.

**Specific Exclusions Applicable to Sections 9 – Sign Board Protect Insurance**

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

1. For the amount of the **Deductible/Excess** specified in the **Policy Schedule/Certificate of Insurance** 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/Certificate of Insurance**.
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/Certificate of Insurance**.
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 "Sub-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/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.  
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**.

### **Specific Conditions Applicable to Section 9 – Sign Board Protect Policy**

#### **1. 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:

- I. 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
- II. 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.

#### **2. 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 Section 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.

### 3. 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/Certificate of Insurance**;
- 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.

### 4. 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 this Section, shall be separately subject to this condition.

### 5. 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.

### 6. Reinstatement of Sum Insured after settlement of claim

Immediately upon the happening of any loss or damage, the **Sum Insured** under this Section 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 Section.

## Section 10. Plate Glass Insurance

### Operative Clause

If **You** have opted for this Section, **We** will indemnify **You** up to the **Sum Insured** as per the **Sum Insured** Basis opted by **You** and mentioned in the **Policy Schedule/Certificate of Insurance**, in respect of:

- a. Any **Accidental** loss of or damage (which for the purpose of this Section shall not include damage by scratches) to any of the Plate Glass mentioned in the **Policy Schedule/Certificate of Insurance** 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.

### Additional Inbuilt Benefit

**We** will also pay below mentioned costs incurred by **You**, up to the Limits specified in **Your Policy Schedule/Certificate of Insurance**, 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 Section. The Limit for

this Inbuilt Cover is not over and above the Section 10. Total Sum Insured and is within the Section 10. Total 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.

#### **Basis Of Sum Insured Applicable To Section 10 – Plate Glass Insurance**

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) 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.

#### **Basis Of Loss Settlement Applicable To Section 10 – Plate Glass Insurance**

##### **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 “Condition No.5 - Condition of Average” under “Specific Conditions Applicable To Section 10- Plate Glass Insurance” of this Section.

##### **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.3 - Condition of Average**” Condition of Average” under “Specific Conditions Applicable To Section 10- Plate Glass Insurance” of this Section.

#### **Specific Exclusions Applicable To Section 10 - Plate Glass Insurance**

This Section does not cover the following unless specifically mentioned in the **Policy Schedule/Certificate of Insurance** and expressly insured by this Section: -

1. For the amount of the **Deductible/Excess** specified in the **Policy Schedule/Certificate of Insurance** 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 / Certificate of Insurance.
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 / 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.

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**.

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**.

**Specific Conditions Applicable To Section 10- Plate Glass Insurance**

**1. 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.

**2. 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:

- I. 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

II. 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.

### 3. 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 Section 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.

### 4. Claim Procedure

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

- a. Immediately and in any event within 7 days, from the date of incident giving rise to a claim under this Section, give written notice to **Us** to the address shown in the **Policy Schedule/Certificate of Insurance**;
- 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 Section.
- f. Not incur any expenditure for which a claim may be made against **Us** without **Our** prior approval.

### 5. 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 this Section, shall be separately subject to this condition.

### 6. 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.

### 7. Reinstatement of Sum Insured after settlement of claim

Immediately upon the happening of any loss or damage, the **Sum Insured** under this Section 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**.

## Section 11. Employees Compensation Insurance

### Operative Clause

Subject to the terms exceptions and conditions contained herein or endorsed hereon, that if at any time during the Period of Insurance any **Employee** or **Employees** of the **Insured** shall sustain Injury by accident arising out of and in the course of his employment in the **Business**, for which the **Insured** is liable to pay compensation under any Law(s) specified in the Schedule, then the **Company** shall indemnify the **Insured** upto the Limit of Indemnity against all sums for which the **Insured** shall be so liable, including costs and expenses for defending any such claim incurred with the **Company's** consent.



Provided Always that in the event of any change in the Law(s) or the substitution of other legislation therefor, this **Section** shall remain in force but the liability of the **Company** shall be limited to such sum as the **Company** would have been liable to pay if the Law(s) had remained unaltered.

### **Specific Exclusions Applicable to Section 11 – Employees Compensation Insurance**

This **Section** shall not cover liability of the **Insured**:

1. For **Injury** caused to **Employee** by accident directly or indirectly caused by or arising from or in consequence of or attributable to war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, mutiny, insurrection, rebellion, revolution or military or usurped power, nuclear weapons material, ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
2. For Injury caused to **Employee** by accident 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, unless this exclusion is specifically waived by the **Company** and mentioned in the **Policy Schedule/Certificate of Insurance**.  
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.
3. Accident occurring at any other place than the Place or Places of Employment specified in the **Policy Schedule/Certificate of Insurance** unless the **Employee** was at such other place whilst on duty for the purpose of the **Business** and on the directions of the **Insured** or any of its official authorized to exercise control and supervision over the **Employee**.
4. For **Occupational diseases** contracted by an **Employee**, unless specifically agreed and mentioned in Your **Policy Schedule/Certificate of Insurance** on payment of additional premium.
5. For interest and/or penalty imposed on the **Insured** under any law or otherwise.
6. Under any Law for medical expenses in connection with treatment of any **injury** sustained by an **Employee**, unless specifically agreed and mentioned in Your **Policy Schedule/Certificate of Insurance** on payment of additional premium.
7. For persons employed in the **Business** under a Contractor or Sub-Contractor of the **Insured** unless specifically covered in the **Policy Schedule/Certificate of Insurance** on payment of additional premium.
8. For Injury sustained by person whilst in the employment of the Insured in business other than what is mentioned in this Section or in respect of employee/s who are not specifically mentioned in the **Policy Schedule/Certificate of Insurance**.
9. Assumed by agreement which would not have attached in the absence of such agreement.
10. For any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party.
11. For any Accident occurring whilst the **Employee** is under the influence of intoxicating liquor or drugs.
12. For any incapacity or death of an **Employee** resulting from his/her deliberate self-injury or the deliberate aggravation of an accidental **Injury**.

### **Specific Conditions Applicable to Section 11 – Employee Compensation Insurance**

1. **Claim Intimation:** In the event of any occurrence which may give rise to a claim under this **Policy**, the **Insured** shall as soon as possible, and in any case within a period of 30 days of such occurrence, give notice thereof to the **Company** in writing with full particulars. Every letter, claim, writ, summons, and process shall be notified to the **Company** immediately on receipt. Notice shall also be given to the **Company** Immediately the **Insured** shall have knowledge of any impending prosecution, inquest or



fatal enquiry in connection with any such occurrence as aforesaid.

2. **Company's Rights After Loss:** No admission, offer, promise or payment shall be made by or on behalf of the **Insured** without the consent of the **Company** which shall be entitled, without being obliged to do so, if it so desires to take over and conduct in his name the defence or settlement of any claim or to prosecute in his name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the **Insured** shall give all such information and assistance as the **Company** may require.
3. **Declaration of Employees and Wages:** It is clearly agreed and Understood that the **Insured** shall be bound at all times to correctly declare all **Employees** and **Wages** payable in respect of such **Employees** on the basis of which the Premium for this **Section** is calculated.  
In case of increase in **Employees** or **Wages** subsequent to insurance, **Insured** shall keep the **Company** intimated and obtain Endorsement by payment of necessary additional premium.  
The **Insured** shall as and when require by the **Company** permit inspection of its records to verify the **Wages** and **Employees** and shall also provide duly authenticated copies thereof if so required by the **Company**.
4. **Average:** Notwithstanding anything contained hereinabove,
  - a) If the number of **Employees** (whether on duty or otherwise) employed by the **Insured** on the date of accident is higher than the number covered under this **Section**, the **Company** shall indemnify **Insured's** liability arising out of such accident, only in such proportion that the number of **Employees** covered bears to the **Employees** found employed on the date of accident.
  - b) If the amount of **Wages** declared for this insurance for all **Employees** is less than the actual **Wages** paid until date of accident, the **Company** shall be liable to indemnify on any claim only in proportion that the **Wages** declared bears to the **Wages** paid. For the purpose of this clause, the **Wages** declared shall be calculated proportionately for the period from commencement of **Policy** until date of accident for comparison with the actual **Wages** paid during such period to determine applicability of this clause.
  - c) If the liability of the **Insured** for any claim by an **Employee** is determined on the basis of **Wages** higher than covered under this **Section**, the **Company** shall be liable to indemnify only in proportion that the **Wages** covered under the **Section** for the **Employee/Employees** bears to the **Wages** on the basis of which **Insured** is held liable. For the purpose of this clause, the **Wages** covered in respect of any **Employee** shall be deemed to be the average wage per **Employee** in the category under which the **Employee** falls as specified in the Schedule, unless actual **Wages** paid at the time of accident is substantiated by submission of documentary evidence to the **Company**.  
If more than one of the above clauses is found applicable in respect of a claim, only such clause under which the liability of the **Company** is least shall be applied.
5. **Maintenance of record of Employees/Wages:** The **Insured** undertakes to maintain an accurate record of the **Employees** and **Wages** in respect of the **Business** throughout the **Period of Insurance**, in compliance with all statutory requirements or otherwise, and allow the **Company** to inspect such records during or upon expiry of this **Policy**.

### **Section 12 - Public Liability (Act) Insurance** **(Under Public Liability Insurance Act 1991)**

#### **Operative Clause**

If **You** have opted for this Section, **We** 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 "Condition No.1 – Notification of Claims under Specific Conditions Applicable To Section 12 – Public Liability (Act) Insurance".

#### **Specific Exclusions Applicable to Section 12 – Public Liability (Act) Insurance**

This Section 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 Section, the burden of proving that such claim is covered shall be upon the **Insured Owner**.

### **Specific Conditions Applicable To Section 12 – Public Liability (Act) Insurance**

#### **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 / Certificate of Insurance 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. Territorial and Jurisdictional Limit**

This Section 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.

#### **5. Claim Payment**

The **Company's** liability to make any claim payment under this **Policy** shall be in Indian Rupees only.

### **Section 13: Public Liability Insurance**

#### **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.

#### **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.

**Clauses Applicable to Section 13: Public Liability Insurance Policy**

**I. Notification Extension Clause:**

**You** should notify **Us** during the **Policy Period**, in accordance with "**General Condition Applicable to Section 13: Public Liability Insurance Policy – 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 section, 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.

**II. Extended Claim Reporting Clause:**

Subject to the limits of indemnity and the terms, conditions and exceptions of the section, if this section 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/Certificate of Insurance**, 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.

**Insured Persons:**

Subject to the Limit of Indemnity, their compliance with the terms and conditions of this section and without prejudice to the **Your** obligations under this section, 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/Certificate of Insurance** and; observe, fulfil and be subject to the terms, conditions and exclusions of this **Policy** as though they were the Insured.

**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/Certificate of Insurance**.

**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/Certificate of Insurance**. 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**.

**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.

### **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/Certificate of Insurance**. 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**).

### **Voluntary Excess**

In the event of **You** opting, this section shall be subject to a voluntary excess as mentioned in the **Policy Schedule/Certificate of Insurance**. 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.

### **Exclusions Applicable to Section 13: Public Liability Insurance Policy**

This section 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 section 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/Certificate of Insurance**. 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/Certificate of Insurance**;
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.

### **General Conditions Applicable to Section 13 - Public Liability Insurance**

#### **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/Certificate of Insurance**.  
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 section according to the materiality of such change.
4. **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.



**5. 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 / Policies**, had this Insurance not been effected.

**6. 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 anyone-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.

**7. 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.

**8. 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.

**Section 14: Boiler's and Pressure Plant Insurance****Operative Clause**

If **You** have opted for this section, the **Company** will at its own option by payment or reinstatement or repair indemnify the Insured against –

- 1) Damage (other than by fire) to the Boilers and/or other Pressure Plant described in the **Policy Schedule/Certificate of Insurance**;
- 2) Damage (other than by fire) to surrounding property of the Insured described in the **Policy Schedule/Certificate of Insurance** 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 **Policy Schedule/Certificate of Insurance** 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 **Policy Schedule/Certificate of Insurance** unless the **Sum Insured** under such item is reinstated after occurrence of a claim for balance period.

### **General Exclusions Applicable to Section 14 Boiler's and Pressure Plant Insurance**

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

- 1) Loss, damage and/or liability caused by or arising from or in consequences, directly or indirectly, of Fire (arising from explosion or collapse or any other cause whatsoever) including extinguishment of a fire or clearance of debris and dismantling necessitated thereby, smoke, soot, aggressive substance, lightning, theft, collapse of buildings, subsidence, landslide, rockslide, water which escapes from water containing apparatus, flood, inundation, storm, tempest, earthquake, volcanic eruption or other Acts of God, impact of land borne, waterborne, or airborne craft or other aerial devices and/or articles dropped therefrom.
- 2)
  - 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 Applicable to Section 14 Boiler's and Pressure Plant Insurance**

It is hereby warranted that during the **Policy period**;

- I. The Boiler and Pressure Plants described in the **Policy Schedule/Certificate of Insurance** 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 **Policy Schedule/Certificate of Insurance** 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.

#### **Conditions Applicable to Section 14 Boilers and Pressure Plant Insurance**

- 1) 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.
- 2) 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.
- 3) 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.

#### **4) Sum Insured**

If the **Boiler** and Pressure Plant covered under Item No. 1 of the **Policy Schedule/Certificate of Insurance** 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 Section shall be separately subject to this condition.

#### **5) 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 **Policy Schedule/Certificate of Insurance**, 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 **Policy Schedule/Certificate of Insurance**, 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'.

#### 6) 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.

#### 7) 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**.

#### 8) 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.

### Section 15: All Risk 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 Sub-section 15.1 – 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 Sub-section 15.2 – 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**.

#### Sub- section 15.1: Loss of Or Damage to Property Insured

##### Insuring Clause:

Under this Sub-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 any fortuitous cause except causes excluded and mentioned in the **Policy**.

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 Sub-Section 15.1: Loss or Damage to Property Insured

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. Loss of or Damage to property not belonging to or held in trust by or in the custody or control of the **Insured**.
3. 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.
4. 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.
  5. Cracking, scratching, denting, chipping or breakage or any other aesthetic defect not affecting the operation or function of the Property Insured.
  6. Cost of normal upkeep and normal maintenance.
  7. Over-winding, denting or internal damage of watches and clocks.
  8. 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.
  9. 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, dowtherm etc.
  10. 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.
  11. Any damage to the Property Insured that existed before the Policy Inception i.e. any Pre-existing damage.
  12. Any Loss or Damage to property that is prototype in nature.
  13. Loss or damage for which the manufacturer or supplier or repairer of the property is responsible either by law or contract/maintenance agreement.
  14. Loss or damage arising due to defective design or workmanship by the manufacturer or supplier.
  15. 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.
  16. Any loss or damage in which You or any person acting on Your behalf is involved or implicated.
  17. 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.
  18. Loss or damage arising from seepage, pollution or contamination.
  19. 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.
  20. 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.
  21. 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.
  22. Consequential losses of any kind including but not limited to loss of profit, business interruption, market loss.
  23. Loss destruction or damage directly occasioned by pressure wave caused by aircraft and other aerial devices traveling at Sonic or Supersonic speeds.
  24. Legal liability of any kind, except to the extent covered under "**Section 15.2– Third Party Liability**", if opted by You.
  25. 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.
  26. 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.
  27. Loss or damage due to ionizing 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.
  28. 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**.



**29. 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'.

**30. 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 for Sub-Section 15.1: Loss or Damage to Property Insured****Sum Insured Basis Options applicable to Section 15.1 – 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 for 15.1: Loss 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 Sub-Section 15.1: Loss of Or Damage to Property Insured**

Below special conditions / extensions shall be applicable to Section 15.1 of this section, 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 15.1 – 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 any cause covered by the **section**, 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.

**Sub - Section 15.2: Third Party Liability**

**Insuring Clause:**

If **You** have opted for this Sub-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 “Sub-section 16.1 – Loss of or Damage to Property Insured”.

### **Specific Exclusion applicable to Sub-Section 15.2 Third Party Liability:**

**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 Applicable to Section 15 – All Risk Insurance**

#### **1. 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).

#### **2. 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.

#### **3. 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.

#### **4. 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.

#### **5. Claims Procedure:**

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

- i. 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;
- ii. Take all steps within Your power to minimize the extend of loss or damage;



- iii. 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).
- iv. Preserve the parts affected and make them available for inspection by Our representative or surveyor;
- v. Forward Us every letter, writ, summons in relation to Your claim as soon as You receive it.
- vi. 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.
- vii. Not incur any expenditure for which a claim may be made against Us without Our prior approval.
- viii. On receipt of the all required information/documents that are relevant and necessary for the claim, We shall, with in a period of 30 days offer a settlement of the claim to the insured/claimant. This condition will not be applicable for Section II – Third Party Liability.

#### **6. 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.

### **Section 16. Marine Cargo Policy**

Below is the List of Clauses available under this Section. If **You** have opted for this Section, 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**

- 5.1 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**

- 8.1 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, re-shipment 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.

#### **CLAIM**

##### **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

16.2 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,

16.2 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

- 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.

#### **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 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 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 (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 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 (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 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.

##### **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)**

**Cl.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 overseaside of the subject-matter insured from the overseas vessel at the final port of discharge,
- whichever shall first occur.
- 5.2 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 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 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.

**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 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.

**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.

**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**

5. 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**

6. This insurance shall not extend to or otherwise benefit the carrier or other bailee.

## **MINIMISING LOSSES**

### **Duty of Assured Clause**

- 6.1 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
- 6.2 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**

7. 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**

8. 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**

9. This insurance is subject to English law and practice.

**Institute Strikes Clauses (Air Cargo)****Cl.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
  - 1.4 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
  - 1.5 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 or 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 / Certificate of Insurance 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 / Certificate of Insurance.
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 / Certificate of Insurance.
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 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 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 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 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 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 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 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 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 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 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 discharge of the subject-matter insured from the overseas 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 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 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 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 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 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 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 detainment, 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 overside 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 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 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 detainment, 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 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.
- 8.4. 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 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 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 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 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.
- 5.2. If, after completion of 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 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 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 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)**

**Cl.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 overside 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 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 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 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 overside 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 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 8.1.1 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 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 discharge of the subject-matter insured from the overseas 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 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.

8.4. 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 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 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.

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 / Certificate of Insurance, 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 / Certificate of Insurance.

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 / Certificate of Insurance.
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 / Certificate of Insurance.
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 / Certificate of Insurance.  
 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, transshipment 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 cooperate 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 the 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 be 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 / Certificate of Insurance.

#### **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 transhipping 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 terms of the transit clause of Institute Cargo Clauses.

#### **Marine Extension Clauses**

This insurance is specially to cover the goods during:

- i. deviation, delay, forced discharge, re-shipment and transshipment;
- ii. any other variation of the adventure arising from the exercise of a liberty granted to the ship-owner 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 are 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-Vitiating Clause**

The Insurance policy extends to Non-Vitiating 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 Weighment 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 Weighment Notes at final destination.
6. Correspondence exchanged with the Carriers and other parties regarding their liability for the loss or damage.

**Section 17. Digit Finshield Insurance Policy****Definitions Specific to Section 17.**

The following words or terms shall have the meaning ascribed to them wherever they appear in this section of the 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. **ATM** mean Automated Teller Machines of Banks, which have been approved by Reserve Bank of India.
3. **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.
4. **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.
5. **Card Loss/ Lost Card** 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.
6. **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.
7. **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.
8. **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.
9. **Digital Wallet/ E wallet** is an Online Wallet meant for carrying out online transactions only. It is an app that allows users to connect their credit and debit cards, as well as bank accounts, to pay at checkout—both in-store and online—and send money to others.
10. **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.
11. **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.
12. **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.

- 13. 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.
- 14. 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.
- 15. 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.
- 16. 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.
- 17. Skimming** means an electronic method of capturing Insured Person’s card details by unauthorized means.
- 18. Tele-phishing** is the practice of using the telephone system to gain access to private personal and financial information for purposes of identity theft.
- 19. 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.
- 20. 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.

**Section 17 comprises of following 7 Covers:**

**Section 17.A. Card cover**

If you have opted for this 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 17.A.1: Lost Card Liability**

**I.What We Cover under Section 17.A.1**

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 card or stolen Card.

**II.Condition applicable to Section 17.A.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 17.A.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 17.A.2: Online Transaction cover**

**I.What We Cover under Section 17.A.2**

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 17.A.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 17.A.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 17.A.3: Card Liability due to unauthorized / fraudulent usage**

##### **I. What We Cover under section 17.A.3**

We will indemnify the Insured Person against the financial loss arising out of unauthorized/ fraudulent transaction using Insured Person's cards including but not limited to skimming, phishing, counterfeiting, cloning, 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 17.A.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 17.A.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 17.A.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 17.A.4: ATM assault and robbery**

##### **I. What We Cover under Section 17.A.4**

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 17.A.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 17.A.5 ATM Fraud Cover****I.What We Cover under Section 17.A.5**

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 17.A.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 17.A Card Cover**

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 17.A Card Cover**

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 17.A 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 17.B: Other electronic transaction cover**

**I. What We Cover under Section 17.B**

If you opted for this 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 17.B**

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 17.B**

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 17.B 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 17.C: DIGITAL WALLET COVER**

**I. What We Cover under Section 17.C**

If you opted for this cover, the Company hereby agrees subject to the terms, conditions and exclusions herein contained or otherwise expressed herein, to indemnify to the Insured Person up to the Sum Insured as specified in the Policy Schedule/ Certificate of Insurance, in respect of financial loss to Insured Person's digital wallet/ e-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 17.C**

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 17.C**

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 digital 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 17.C 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 17.D: IDENTITY THEFT**

##### **I. What We Cover under section 17.D**

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 17.D:**

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 17.D:**

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 17.D which can be waived in case specifically agreed by us:**

6. Any loss of information/ data due to Sim Cloning / Sim Hacking

### **SECTION 17.E: PURCHASE PROTECTION**

#### **I. What We Cover under Section 17.E**

If you opted for this 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 17.E**

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 17.E**

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 17.E 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 17.F: PRICE PROTECTION**

### **I. What We Cover under Section 17.F**

If you opted for this 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 17.F**

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 17.F 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 17.G: WALLET PROTECTION (Lost Wallet Coverage)**

#### **I. What We Cover under Section 17.G**

If you opted for this 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 17.G.**

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

**III. Exclusion Applicable to Section 17.G.**

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 SECTION EXCLUSIONS (APPLICABLE TO ALL SUB- SECTIONS UNDER SECTION 17)**

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.

### **General Conditions Applicable to section 17: Digit Finshield Insurance Policy**

#### **1. 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.

#### **2. 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.

#### **3. 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).

#### **4. 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.

#### **5. 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.

#### **6. Reasonable Care**

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

**7. 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.

#### **8. 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.

#### **9. 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.

#### **10. 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.

#### **11. 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:

- a. The expiry date of Cover Period as mentioned in the Certificate of Insurance
- b. In case of loss/damage, any claim paid up to the Sum Insured as mentioned in the Certificate of Insurance

- c. The date that the Insured Beneficiary is no longer member of the group of the Insured.

### **Section 18. Hospital Cash Cover**

Following covers available under this section.

- 18A. Daily Cash Benefit
- 18B. Fixed Cash Benefit

Cover as opted by You and mentioned in the Policy Schedule/ Certificate of Insurance will be applicable for this section.

#### **18 A. DAILY CASH BENEFIT**

If You have opted for this cover and You/Insured Person (s) are hospitalized as an inpatient during the Policy Period due to one or more of the below mentioned contingencies as opted by You and mentioned in Your Policy Schedule / Certificate of Insurance, we will pay a per day benefit as opted and mentioned in Your Policy Schedule/Certificate of Insurance against this Section.

This Benefit will be paid for each and every continuous and completed period of 24 hours of Hospitalisation for a **maximum** number of days as mentioned in Your Policy Schedule / Certificate of Insurance against this Section.

Below are the contingencies, you can opt any one or more than one:

- i. **Accidental Hospitalization**
- ii. **Accidental & Illness Hospitalization**
- iii. **Critical Illness Hospitalization** as per the plan opted.
- iv. **Maternity**

If You/Insured Person (s) are hospitalised in the **Intensive Care Unit (ICU)** of a Hospital for each continuous and completed period of 24 hours, We will pay an amount equivalent to the percentage of the Daily Cash Allowance as opted by You and mentioned in the Policy Schedule / Certificate of Insurance against this section.

Subject to following conditions,

- a) In case of Individual Sum Insured basis, maximum number of days will be Per Policy Year Per Insured Person and in case of Floater Policy the maximum number of days will be Per Policy Year on Floater Sum Insured basis.
- b) For this cover, completion of every 24 Hours of In-patient Hospitalization from the time of Admission is considered to be one day.
- c) Payment of claim under this benefit is subject to the time excess as opted by You and mentioned in Your Policy Schedule / Certificate of Insurance against this Section.
- d) This Cover is subject to terms, conditions, limitations, deductible and exclusions mentioned in the Policy.

For the purposes of this cover, contingencies are defined below:

- a) **Accidental Hospitalization:** Daily Cash allowance will be paid under this contingency only if you/insured person (s) have been hospitalised due to accidental bodily injury.
- b) **Accidental & Illness Hospitalization**
  - Daily Cash allowance will be paid under this contingency only if you/insured person (s) have been hospitalised due to any illness and Accidental bodily injury.
  - We will not make any payment if You/Insured Person (s) are diagnosed as suffering from any illness within the number of days (i.e. Initial Waiting Period) mentioned in Your Policy Schedule/Certificate of Insurance from the date of inception of first Policy with us covering "**Daily Cash Benefit /Accidental & Illness Hospitalization**".
  - This also has a waiting period. Waiting period shall be as per the "**Specific Waiting Period**" Section stated in Your Schedule / Certificate of Insurance against this Cover which shall apply from

the date of inception of the first Policy with Us, provided that the Policy has been renewed continuously with Us without break.

**c) Critical Illness Hospitalization**

**Critical Illness** shall mean the listed illnesses as per the plan opted by You from **Annexure C** that You are diagnosed as suffering from or Surgical Procedures that You/Insured Person are undergoing, for the first time in your life.

Provided that:

- We will not make any payment if You/Insured Person (s) are diagnosed as suffering from Critical Illness within the number of days (i.e. Initial Waiting Period) mentioned in Your Policy Schedule/Certificate of Insurance from the date of inception of first Policy with Us covering “**Daily Cash Benefit /Critical Illness Hospitalisation**”.
- You/Insured Person (s) survive for a minimum period of at least 30 days from the date of diagnosis of such Critical Illness, unless this condition is specifically waived by Us.
- No Claim under this option shall be admissible if Critical Illness and/or covered Surgical Procedure is a consequence of or arising out of any pre-existing condition/disease except for pre-existing condition/disease which were disclosed by the Insured and accepted by Us at the time of buying the Policy with Us, where this benefit is opted.
- The List of Plan wise covered Critical Illness is mentioned in **Annexure C**.

**d) Maternity**

- Daily Cash allowance will be paid under this contingency for the delivery of the Insured Person's child (including caesarean section) or for the Medically necessary and lawful termination of pregnancy.
- For “**Maternity**” contingency “Waiting Period” as mentioned in the Policy Schedule/Certificate of Insurance against this Section is applicable.
- In case of “**Maternity**” opted, **Exclusion no 12 Maternity: Code Excl18 (Exclusions Applicable to Section 18- Hospital Cash Cover, Section 19 – Personal Accident and Section 20 – EMI Protection)**” of the Policy Wordings stands deleted to the extent of the Coverage provided under this Section.

**18 B. FIXED CASH BENEFIT**

If You have opted for this cover and You/Insured Person (s) are hospitalized as an inpatient during the Policy Period due to one or more below mentioned contingencies as opted by You and mentioned in Your Policy Schedule / Certificate of Insurance, we will pay a Fixed Lump Sum Benefit as opted and mentioned in Your Policy Schedule / Certificate of Insurance against this Section.

This Benefit will be paid for each and every continuous and completed period of the number of days of Hospitalisation for a maximum number of days as mentioned in Your Policy Schedule / Certificate of Insurance against this Section.

Below are the contingencies, you can opt any one or more than one:

- **Accidental Hospitalization**
- **Accidental & Illness Hospitalization**
- **Critical Illness Hospitalization** as per the plan opted.
- **Maternity**

Subject to following conditions,

- In case of Individual Sum Insured basis, maximum number of days will be Per Policy Year Per Insured Person and in case of Floater Policy the maximum number of days will be Per Policy Year on Floater Sum Insured basis.
- For this cover, completion of every 24 Hours of In-patient Hospitalization from the time of Admission is considered to be a day.
- Payment of claim under this benefit is subject to the **time excess as opted by You** and mentioned in Your Policy Schedule / Certificate of Insurance against this Section.
- This Cover is subject to terms, conditions, limitations, deductible and exclusions mentioned in the Policy.

For the purposes of this cover, contingencies are defined below:

**a) Accidental Hospitalization:** Fixed lump sum amount will be paid under this contingency only if you/insured person have been hospitalised due to accidental bodily injury.

**b) Accidental & Illness Hospitalization**

- Fixed lump sum amount will be paid under this contingency only if you/insured person have been hospitalised due to any illness and Accidental bodily injury.
- We will not make any payment if You/Insured Person are diagnosed as suffering from any illness within the number of days (i.e. Initial Waiting Period) mentioned in Your Policy Schedule/Certificate of Insurance from the date of inception of first Policy with us covering “**Fixed Cash Benefit /Accidental & Illness Hospitalization**”.
- This also has a waiting period. Waiting period shall be as per the “**Specific Waiting Period**” Section stated in Your Schedule / Certificate of Insurance against this Cover which shall apply from the date of inception of the first Policy with Us, provided that the Policy has been renewed continuously with Us without break”.

**c) Critical Illness Hospitalization**

**Critical Illness** shall mean the below listed illnesses as per the plan opted by You/Insured Person from **Annexure C** that You/Insured Person are diagnosed as suffering from or Surgical Procedures that You/Insured Person are undergoing, for the first time in your life.

Provided that:

- We will not make any payment if You/Insured Persons are diagnosed as suffering from Critical Illness within the number of days (i.e. Initial Waiting Period) mentioned in Your Policy Schedule/Certificate of Insurance from the date of inception of first Policy with Us covering “**Fixed Cash Benefit /Critical Illness Hospitalisation**”.
- You/Insured Person survive for a minimum period of at least 30 days from the date of diagnosis of such Critical Illness, unless this condition is specifically waived by Us.
- No Claim under this option shall be admissible if Critical Illness and/or covered Surgical Procedure is a consequence of or arising out of any pre-existing condition/disease except for pre-existing condition/disease which were disclosed by the Insured and accepted by Us at the time of buying the Policy with Us, where this benefit is opted.
- The List of Plan wise covered Critical Illness is mentioned in **Annexure C**.

**d) Maternity**

- Fixed lump sum amount will be paid under this contingency for the delivery of the Insured Person's child (including caesarean section) or for the Medically necessary and lawful termination of pregnancy.
- For “**Maternity**” contingency “Waiting Period” as mentioned in the Policy Schedule/Certificate of Insurance against this Section is applicable.
- In case of “**Maternity**” opted, **Exclusion no 12 Maternity: Code Excl18 (Exclusions Applicable to Section 18- Hospital Cash Cover, Section 19 – Personal Accident and Section 20 – EMI Protection)**” of the Policy Wordings stands deleted to the extent of the Coverage provided under this Section.

## **Section 19: - Personal Accident**

### **Scope Of Cover**

In the event of any **Accidental Bodily Injury** sustained by **You / Insured Person (s)** named in the **Policy Schedule/ Certificate of Insurance** anywhere in the **Insured Premises/ Venue/** geographical limits during the **Policy Period**, the **Company** will make payment as provided for below covers, as opted by You and mentioned in the Policy Schedule / Certificate of Insurance:

- 19.A Accidental Death
- 19.B Permanent Total Disablement
- 19.C Permanent Partial Disablement
- 19.D Accidental Hospitalization
- 19.E Children education benefit
- 19.F Marriage expense for children benefit

- 19.G Orphan benefit for children
- 19.H Funeral expenses
- 19.I Transportation expenses
- 19.J Trauma counselling
- 19.K Coma benefit cover
- 19.L Fracture cover
- 19.M Burns cover
- 19.N Lifestyle modification benefit
- 19.O Expense for external aids & appliances
- 19.P Compassionate visit

### **19.A - Accidental Death**

If **You** have opted for this cover, and if **Insured Person** sustains an **Accidental Bodily Injury** within the geographical limits during the **Policy Period**, which is the sole and direct cause of insured persons Death within twelve (12) months from the date of accident, then **We** will pay 100% of the **Sum Insured**, as opted by **You** and mentioned in **Your Policy Schedule/ Certificate of Insurance** against this cover.

#### **I. Additional Inbuilt Benefits under Accidental death:**

Below are the additional inbuilt benefits under **Section 19. A. Accidental Death** and **We** will pay 100% of the **Sum Insured** opted by **You** and mentioned in **Your Policy Schedule/Certificate of Insurance** against this cover, in the below events:

- a. **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 such 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 such Insured Person has died as a result of an **Accidental Injury**.
- b. **Drowning:** **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, on account of Drowning during the **Policy Period**, where it is reasonable to believe that such Insured Person has died as a result of drowning.

For both (a) and (b) above, **We** will only pay, when the nominee or the legal heir provides a legally binding indemnity bond or any other document as required by **Us** which guarantees, that, if at any time, after the payment of the **Accidental** death benefit, it is discovered that the Insured Person is still alive, all payments shall be repaid in full to **Us**.

This Cover is subject to terms, conditions, limitations and exclusions mentioned in the section.

### **19.B- Permanent Total Disablement**

If **You** have opted for this cover, and if **Insured Person** sustains an **Accidental Bodily Injury** within the geographical limits during the **Policy Period**, which is the sole and direct cause of Your "**Permanent Total Disablement**" within twelve (12) months from the Date of accident, then **We** will pay 100% of **Sum Insured**, as opted by **You** and mentioned in **Your Policy Schedule/Certificate of Insurance** against this Section.

#### **Specific Conditions applicable to Permanent Total Disablement:**

1. If the Insured Person suffers Accidental Injuries resulting in more than one of the Permanent Total Disablement, then Our maximum, total and cumulative liability under this Benefit shall be limited to the **Sum Insured** opted by **You/Insured Person** and mentioned against this Section.

This Cover is subject to terms, conditions, limitations, and exclusions mentioned in the section.

### **19.C- Permanent Partial Disablement**

If **You** have opted for this cover, and if **Insured Person** sustains an **Accidental Bodily Injury** within the geographical limits during the **Policy Period**, which is the sole and direct cause of **Your** Permanent Partial Disablement within twelve (12) months from the Date of accident, then **We** will pay the percentage of **Sum Insured**, as opted by **You** and mentioned in **Your Policy Schedule/Certificate of Insurance** against this cover, as per the following Scale.

**Permanent Partial Disablement –Table of Benefits**

Nature of Injury	% of Sum Insured
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%

For the purpose of this Cover, Loss means:

- a. The physical separation of a body part, or
- b. The total loss of functional use of body part or organ mentioned in the above Table of Benefits, provided this has continued for at least 180 days from the onset of loss of functional use of body part or organ and at the expiry of 180 days, **We** have a certification from independent Medical Practitioner empanelled by **Us** stating that there is no reasonable medical hope for improvement.

**Specific Conditions applicable to Permanent Partial Disablement:**

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 Benefit shall be limited to the **Sum Insured** opted by **You** and mentioned in **Your Policy Schedule/Certificate of Insurance** against this cover.
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 Benefit, the Insured Person's Cover under this Benefit and Other Benefit opted under this **Policy** shall continue, subject to the availability of the **Sum Insured**, terms, conditions and Exclusion of this Policy.

This Cover is subject to terms, conditions, limitations and exclusions mentioned in the **Policy**.



**19.D - Accidental Hospitalization Cover**

If **You** have opted for this cover, **We** shall indemnify the **Insured Person** all medical expenses incurred for hospitalisation arising due to accident within the geographical limit during the **Policy Period**, up to the **Sum Insured** opted specified in the **Policy Schedule/Certificate of Insurance**. The **Hospitalisation** expenses shall cover the following:

- i. Room, Boarding, Nursing Expenses as provided by the Hospital/ Nursing Home,
- ii. Surgeon, Anaesthetist, Medical Practitioner, Consultants, Specialist Fees whether paid directly to the treating doctor/ surgeon or to the hospital.
- iii. Anaesthesia, blood, oxygen, operation theatre charges, surgical appliances, medicines and drugs, costs towards diagnostics, diagnostic imaging modalities, and such other similar expenses.  
(Expenses on Hospitalisation for a minimum period of 24 hours are admissible. However, this time limit of 24 hours shall not apply when the treatment does not require hospitalisation as specified in the terms and conditions of policy contract, where the treatment is taken in the Hospital and the Insured is discharged on the same day.)
- iv. Intensive Care Unit (ICU) / Intensive Cardiac Care Unit (ICCU) expenses
- v. The Cost of prosthetic and other devices or equipment if implanted internally during a Surgical Procedure carried out to treat the accidental injury covered under the policy.
- vi. Expenses incurred on hospitalization due to accident, under AYUSH (as defined in IRDAI (Health Insurance) Regulations, 2016) systems of medicine shall be covered without any sub- limits.

The following other expenses necessitated due to injury shall also be covered under the Accidental Hospitalization Cover:

- i. Dental treatment
- ii. Plastic surgery
- iii. Day care treatments.
- iv. Expenses incurred on road Ambulance subject to a maximum of Rs.2000/- per hospitalization.

**Exclusion Applicable to 19.D Accidental Hospitalisation Cover**

The **Company** shall not be liable to make any payments under this **Policy** in respect of any expenses incurred by the insured person in connection with or in respect of:

- i. Investigation & Evaluation (Code- Excl04)**
  - a) Expenses related to any admission primarily for diagnostics and evaluation purposes.
  - b) Any diagnostic expenses which are not related or not incidental to the current diagnosis and treatment.
- ii.** Dietary supplements and substances that can be purchased without prescription, including but not limited to Vitamins, minerals and organic substances unless prescribed by a medical practitioner as part of hospitalization claim or day care procedure **(Code- Excl14)**
- iii.** Expenses incurred for treatment of accidental injuries which does not warrant hospitalization.
- iv.** Any expenses incurred on Domiciliary Hospitalization and OPD treatment.
- v.** Treatment taken outside India.
- vi.** All expenses listed in Annexure-B (List I) of the **Policy**.

**Note:** The expenses that are not covered under the section Accidental Hospitalization Cover are placed under List- I of Annexure-B. The list of expenses that are to be subsumed into room charges, or procedure charges or costs of treatment are placed under List-II, List -III and List- IV of Annexure -B respectively.

**19.E Children Education Benefit**

If You have opted for this Cover and We have accepted a claim under “**Section 19.A. Accidental Death**” and/or “**Section 19.B. Permanent Total Disablement**”, then We will pay the Sum Insured as opted by You and mentioned in Your Policy Schedule/Certificate of Insurance against this Section, towards the cost of education of Your dependent child (children) irrespective of whether the child(children) is an Insured Person under the Policy or not and provided that:

1. The dependent child (children) is under the age of 25 years and unmarried as on date of accident.

2. The dependent child (children) pursuing an education course is a full-time student at an educational institution.
3. Irrespective of the number of Children, maximum amount is the Sum Insured as mentioned in Your Policy Schedule/Certificate of Insurance. However, in case the dependent child (children) is/ are girl(s), then We will pay an amount equivalent to the percentage of the Sum insured as opted by You and mentioned in the Policy Schedule / Certificate of Insurance against this section.
4. Any Claim under this cover that becomes admissible where the Dependent child (children) is a minor, shall be payable to the legal heirs.
5. For the purposes of this cover, Child (Children) means those who has/have been born out of a marriage which is legally valid as on the date of the accident and/or those who has/have been adopted in accordance with Indian Law.

#### **19.F Marriage Expense for Children Benefit**

If You have opted for this Cover and We have accepted a claim under “**Section 19.A. Accidental Death**” and/or “**Section 19.B. Permanent Total Disablement**”, then We will pay the Sum Insured as opted by You and mentioned in Your Policy Schedule/Certificate of Insurance against this cover, towards the marriage expenses of Your/Insured Person’s dependent child (children) irrespective of whether the child(children) is an Insured Person under the Policy or not and provided that:

1. The dependent child (children) is under the age of 25 years and unmarried as on date of accident.
2. Irrespective of the number of Children, maximum amount is the Sum Insured as mentioned in Your Policy Schedule/Certificate of Insurance.
3. Any Claim under this cover that becomes admissible where the Dependent child (children) is a minor, shall be payable to the legal heirs.
4. For the purposes of this cover, Child (Children) means those who has/have been born out of a marriage which is legally valid as on the date of the accident and/or those who has/have been adopted in accordance with Indian Law.

#### **19.G Orphan Benefit for Children**

If You have opted for this Cover and We have accepted a claim under “**Section 19.A. Accidental Death**” for the Insured Person who is a parent and while as a result of same accident or separate accident occurring during the Policy Period the Insured Person’s Spouse (who may or may not be an Insured Person) has also died, then We will pay the Sum Insured as opted by You and mentioned in Your Policy Schedule/Certificate of Insurance against this Section to Your dependent child (children) irrespective of whether the child(children) is an Insured Person under the Policy or not and provided that:

1. The dependent child (children) is under the age of 25 years and unmarried as on date of accident.
2. The dependent child (children) does not have any independent source of income.
3. Irrespective of the number of Children, maximum amount is the Sum Insured as mentioned in Your Policy Schedule/Certificate of Insurance.
4. Any Claim under this cover that becomes admissible where the Dependent child (children) is a minor, shall be payable to the legal guardian/heirs.
5. For the purposes of this cover, Child (Children) means those who has/have been born out of a marriage which is legally valid as on the date of the accident and/or those who has/have been adopted in accordance with Indian Law.

#### **19.H Funeral Expenses**

If You have opted for this Cover and We have accepted a claim under “**Section 19.A. Accidental Death**”, then We will pay the Sum Insured as opted by You and mentioned in Your Policy Schedule / Certificate of Insurance against this cover, towards funeral, cremation and/or burial of the body of the deceased Insured Person.

#### **19. I Transportation Expenses**

If You have opted for this Cover and We have accepted a claim under “**Section 19.A. Accidental Death**”, then We will pay the Sum Insured as opted by You and mentioned in Your Policy Schedule/Certificate of Insurance against this cover, towards the expenses of transporting the mortal remains of the Insured Person from the place of death to a cremation ground or burial ground or to the residence of the Insured Person.

This cover will be restricted to within India only, unless specifically waived off and mentioned in Policy Schedule/ Certificate of Insurance.

### **19.J Trauma Counselling**

If You have opted for this Cover and We have accepted a claim under “**Section 19.A. Accidental Death**” and/or “**Section 19.B. Permanent Total Disablement**” and/or “**Section 19.C. Permanent Partial Disablement**”, and the treating Medical Practitioner advises Professional Counselling sessions for the psychological upliftment, changes in daily diet or nutrition intake, Psychotherapy or Medications, then We will reimburse up to the Sum Insured as opted by You and mentioned in Your Policy Schedule/Certificate of Insurance against this cover, towards the expenses incurred for the counselling session, provided that, Coverage needs to be availed within Six months from the date of incident (i.e. date of injury/ accident) covered under this cover and is applicable to:

- a. Insured Person’s Parents, Spouse and Children – In case of **accidental death** of the Insured Person.
- b. Insured Person – In case of **Permanent Total Disablement** and/or **Permanent Partial Disablement** sustained by the Insured during the Policy Period.

### **19.K Coma Benefit Cover**

If You have opted for this Cover and You/Insured Person sustain accidental bodily injury which solely and directly results in Your/Insured Person’s hospitalization in an Intensive Care Unit of a Hospital in a state of Coma, within 30 days of date of accident, then We will pay You/Insured Person the Sum Insured as opted by You and mentioned in Your Policy Schedule/Certificate of Insurance against this Section, provided that:

1. The Coma is confirmed by a specialist Medical Practitioner in writing which includes:
  - a. no response to external stimuli continuously for at least 96 hours; and
  - b. life support systems and measures are necessary to sustain life.
2. Permanent neurological deficit must be assessed at least 30 days after the onset of the coma and the reports to be submitted to Us for any benefit to be payable under this Section.
3. Coma resulting directly from alcohol or drug abuse or any other illness other than Accidental Bodily Injury is excluded.

### **19. L Fracture Cover**

If You have opted for this Cover and You/Insured Person sustain accidental bodily injury which solely and directly results in Fracture(s) of Bone(s), then We will pay the percentage shown in the below table of benefits applied to the Sum Insured opted by You/Insured Person and mentioned in Your Policy Schedule/Certificate of Insurance against this Section.

**Fracture Cover - Table of Benefits**

<b>Nature of Fracture</b>	<b>% of Sum Insured</b>
<b>Hip or Pelvis (excluding thigh or coccyx)</b>	
Open Fracture of more than one bone with flail pelvis	100%
Open Fracture of more than one bone without flail pelvis	50%
Open Fracture of one bone	50%
Closed Fracture of more than one bone with flail pelvis	50%
Closed Fracture of more than one bone without flail pelvis	25%
Closed Fracture one bone	15%
<b>Thigh</b>	
Open Fracture of neck of Femur	60%
Open Fracture of shaft of femur	45%
Closed Fracture of neck of Femur	25%
Closed Fracture of shaft of femur	25%
Fracture of condyles /patella	15%
<b>Lower Leg</b>	
Open Fracture of more than one bone	60%
Open Fracture of one bone	45%

Closed Fracture of more than one bone	25%
Closed Fracture one bone	15%
<b>Fracture Ribs</b>	
Fracture of Multiple Ribs with Flail Chest	25%
Fracture of Multiple Ribs with without Flail Chest	20%
Fracture of Single rib / Fracture of sternum	10%
<b>Elbows, Arm (including wrist but excluding Colles type fractures)</b>	
Open Fracture of more than one bone	45%
Open Fracture of one bone	35%
Closed Fracture of more than one bone	20%
Closed Fracture one bone	15%
<b>Colles type fracture of the lower arm</b>	
Open Fracture	25%
Closed Fracture	10%
<b>Skull</b>	
Fracture of the skull needing surgical Intervention	60%
Fracture of the skull not needing surgical Intervention	20%
<b>Shoulder Blade, Rib(s), Knee cap, Sternum, Hand (excluding fingers and wrist), Foot (excluding toes or heel)</b>	
Open Fracture	30%
Closed Fracture	15%
<b>Spinal Column (Vertebrae but excluding coccyx)</b>	
Compression fractures of more than one vertebrae	40%
Spinous, transverse process of pedicle fractures of more than one vertebrae	40%
Permanent Spinal Cord damage	40%
Fractures of Single Vertebra	15%
<b>Lower Jaw</b>	
Open Fracture	25%
Closed Fracture	10%
<b>Cheekbone, Clavicle, Coccyx, Upper Jaw, Nose, Toe(s), Finger(s), Ankle, Heel</b>	
Open Fracture of more than one bone	15%
Open Fracture of one bone	12%
Closed Fracture of more than one bone	4%
Closed Fracture one bone	2%
<b>Dislocations requiring surgery under anaesthesia</b>	
Spine	35%
Back (Excluding slipped disc)	35%
Hip	25%
Knee (left or right)	20%
Wrist (left or right)	15%
Elbow (left or right)	15%
Ankle (left or right)	10%
Shoulder Blade (left or right)	10%
Collar bone	10%
Fingers (left or right hand)	5%
Toes (left or right foot)	5%
Jaw	5%
<b>Internal Injuries</b>	
Internal injuries resulting in open abdominal or Thoracic Surgery	25%
Intracranial haemorrhage and/ or physical brain injury	25%

**Specific Conditions applicable to Fracture Cover:**

1. If You/Insured Person suffer a Fracture not specified in the below table but the fracture is due to an injury solely and directly due to an accident, then Our Medical Practitioner will decide the amount payable, if any. For this section the Company's Medical Practitioner refers to the medical practitioner who is working as an off roll /contract basis with the Insurer.
2. A fracture which results due to any illness or disease (including malignancy) or due to osteoporosis shall not be payable under this benefit.
3. A fracture where the broken bone penetrates the skin is an Open Fracture and where the broken bone does not penetrate the skin is a Closed Fracture.
4. If the Insured Member suffers Accidental Injuries resulting in more than one fractures, then Our maximum, total and cumulative liability under this Benefit shall be limited to the Sum Insured opted by You and mentioned in Your Policy Schedule/Certificate of Insurance against this Section.

**19.M Burns Cover**

If You have opted for this Cover and You/Insured Person sustain Second Degree Burns or Third Degree Burns solely and directly due to an accident, then We will pay the percentage shown in the below table of benefits applied to the Sum Insured opted by You and mentioned in Your Policy Schedule/Certificate of Insurance against this cover.

**Burns Cover - Table of Benefits**

Nature of Burns	% of Sum Insured
<b>SECOND DEGREE BURNS</b>	
<b>Head</b>	
Second degree burns of 30% or more of the total head surface area	50%
Second degree burns of 20% or more, but less than 30% of the total head surface area	40%
Second degree burns of 10% or more, but less than 20% of the total head surface area	30%
<b>Rest of the Body</b>	
Second degree burns of 20% or more of the total body surface area	50%
Second degree burns of 15% or more, but less than 20% of the total body surface area	40%
Second degree burns of 10% or more, but less than 15% of the total body surface area	30%
Second degree burns of 5% or more, but less than 10% of the total body surface area	10%
<b>THIRD DEGREE BURNS</b>	
<b>Head</b>	
Third degree burns of 30% or more of the total head surface area	100%
Third degree burns of 20% or more, but less than 30% of the total head surface area	80%
Third degree burns of 10% or more, less than 20% of the total head surface area	60%
<b>Rest of the Body</b>	
Third degree burns of 20% or more of the total body surface area	100%
Third degree burns of 15% or more, but less than 20% of the total body surface area	80%
Third degree burns of 10% or more, less than 15% of the total head body area	60%
Third degree burns of 5% or more, less than 10% of the total head body area	20%

For the purpose of this cover,

1. Burns means an injury caused by exposure to heat or flame including chemical and electric burns.
2. **Second Degree Burns** means Burns which involve the epidermis and part of the dermis layer of skin, causing the burn site to appear red, blistered, and may be swollen and painful.
3. **Third Degree Burns** (full thickness burns) means the burns that destroy the outer layer of the skin (epidermis) and the entire layer beneath i.e. the dermis. It also affects deeper tissues resulting in white or blackened, charred skin that may cause numbness, loss of fluid and sometimes shock.

**Specific Conditions applicable to Burn Cover:**

1. The burns that are self-inflicted by You/Insured Person in any way will not be covered under this Benefit;
2. A Medical Practitioner has to confirm the percentage of the surface area of the burn and the diagnosis of the burn to Us in writing.
3. If the Insured Member suffers Accidental Injuries resulting in more than one of the nature of burns mentioned in the above table of benefits, then Our maximum, total and cumulative liability under this Benefit shall be limited to the Sum Insured opted by You and mentioned in Your Policy Schedule/Certificate of Insurance against this Section.

**19.N Lifestyle Modification Benefit**

If You have opted for this Cover and We have accepted a claim under “**Section 19.B. Permanent Total Disablement**” and/or “**Section 19.C. Permanent Partial Disablement**”, (wherever opted), then We will reimburse the Reasonable and Customary Charges/Expenses incurred for improvements to be carried out in the Insured Person’s residence and/or vehicle which are certified in writing by a Medical Practitioner to be necessary and following the accident or diagnosis of critical illness, up to the Sum Insured opted by You and mentioned in Your Policy Schedule/Certificate of Insurance against this cover.

**19.O Expense for External Aids & Appliances**

If You have opted for this Cover and We have accepted a claim under “**Section 19.B. Permanent Total Disablement**” and/or “**Section 19.C. Permanent Partial Disablement**”, (wherever opted), then We will reimburse the Reasonable and Customary Charges incurred towards purchase of support items such as artificial limbs, crutches, stretcher, tricycle, wheelchairs or any other item which is prescribed by a Medical Practitioner following an injury sustained in the accident or critical illness, up to the Sum Insured opted by You and mentioned in Your Policy Schedule/Certificate of Insurance against this cover.

**19 P. Compassionate Visit**

If You have opted for this Cover and We have accepted a claim under “**Section 19.A. Accident Death**” and/or “**Section 19.B. Permanent Total Disablement**” and/or “**Section 19.D. Accidental Hospitalization**” due to an accident in a location situated outside the City/Town of Your usual place of residence mentioned in Your Policy Schedule/Certificate of Insurance, then We will reimburse the actual cost incurred for to and fro economy class transportation by the most direct route via a common carrier, up to the Sum Insured opted by You and mentioned in Your Policy Schedule/Certificate of Insurance against this Section, for one of the Insured’s “**Immediate Family Member**” to travel to the place of accident or the Hospital in which the Insured Person is hospitalized.

For the purpose of this cover, the term “**Immediate Family Member**” would mean the Insured Person’s spouse, siblings, Children above age of 18 years, parents or parents in law.

**Specific Conditions applicable to Compassionate Visit:**

The benefit is payable under this cover subject to:

1. The Insured Member’s treating Medical Practitioner has advised in writing the personal attendance of an Immediate Family Member.
2. The Insured Person is Hospitalized at a distance of at least 100 kilometres from his place of residence.

**Exclusion Applicable to Personal Accident Cover**

The **Company** shall not be liable to make any payments under this section in respect of:

- (i) Any claim for death, disablement (whether of a permanent nature or of a temporary nature), hospitalization of **Insured Person**
  - a. from intentional self-injury unless in self-defence or to save life, wilful or deliberate exposure to danger, suicide or attempted suicide;
  - b. whilst under the influence of intoxicating liquor or drugs or other intoxicants except where the insured is not directly responsible for the injury/ accident though under influence of intoxication.



- c. whilst engaging in aviation or ballooning, or whilst mounting into, or dismounting from or travelling in any balloon or aircraft other than as a passenger (fare-paying or otherwise) in any Scheduled Airlines in the world.  
[Standard type of aircraft means any aircraft duly licensed to carry passengers (for hire or otherwise) by appropriate authority irrespective of whether such an aircraft is privately owned or chartered or operated by a regular airline or whether such an aircraft has a single engine or multiengine;]
- d. arising or resulting from the **Insured Person** committing any breach of law with criminal intent.
- (ii) Any claim for death, disablement (whether of a permanent nature or of a temporary nature), hospitalization of **Insured Person** 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.

### **Specific Conditions Applicable to Section- 19 Personal Accident**

#### **1. Multiple Policies (Applicable To Accidental Hospitalisation Cover Under This Section)**

- i. In case of multiple policies taken by an **Insured Person** during a period from one or more insurers to indemnify treatment costs, the **Insured Person** shall have the right to require a settlement of his/her claim in terms of any of his/her policies. In all such cases the insurer chosen by the insured person shall be obliged to settle the claim as long as the claim is within the limits of and according to the terms of the chosen **Policy**.
- ii. **Insured Person** having multiple policies shall also have the right to prefer claims under this policy for the amounts disallowed under any other policy / policies even if the sum insured is not exhausted. Then the insurer shall independently settle the claim subject to the terms and conditions of this policy.
- iii. If the amount to be claimed exceeds the sum insured under a single policy, the **Insured Person** shall have the right to choose insurer from whom he/she wants to claim the balance amount.
- iv. Where an insured person has policies from more than one insurer to cover the same risk on indemnity basis, the insured person shall only be indemnified the treatment costs in accordance with the terms and conditions of the chosen policy.
- v. the contribution clause shall not be applicable where the cover/ benefit offered:
- is fixed in nature (For Example: Accidental Death, Permanent Total Disablement, Permanent Partial Disablement)
  - does not have any relation to the treatment costs

#### **Section 20: EMI Protection Cover**

If You have opted for this Cover and You/Insured Person sustain accidental bodily injury which solely and directly results in Your/Insured Person's "**Death**" or "**Permanent Total Disablement**" or "**Permanent Partial Disablement**" within twelve (12) months from the Date of accident or suffer from "**Critical Illness**" or "**Accidental & Illness Hospitalization**" or "**Loss of Employment**" or "**Listed Illness**" as per the contingency opted and mentioned in Your Policy Schedule/Certificate of Insurance against this Section and this completely prevents You/Insured Person from performing each and every duty pertaining to Your /Insured Person's employment or occupation mentioned in Your Policy Schedule/Certificate of Insurance for a minimum period of 1 month, We will pay an amount equivalent to Your/Insured Person's contribution in EMI of Your Loan from a Financial Institution, up to the Sum Insured and Number of Months opted by You and mentioned in Your Policy Schedule/Certificate of Insurance against this cover, provided that:

- a. Satisfactory proof is submitted confirming that "**Permanent Total Disablement**" or "**Permanent Partial Disablement**" or "**Critical Illness**" or "**Accidental & Illness Hospitalization**" or "**Loss of Employment**" or "**Listed Illness**" has completely prevented You/Insured Person from engaging in Your/Insured Person's Employment or Occupation mentioned in Your Policy Schedule/Certificate of Insurance.
- b. We will stop making payments when We are satisfied that You/Insured Person can engage in Your/Insured person's Employment or Occupation again or when We have made payments for a maximum period of months, as opted by You and mentioned in Your Policy Schedule/Certificate of Insurance, beginning from the date You/Insured Person met with the Accidental Bodily Injury or were first Diagnosed with Critical Illness or first underwent Surgical Procedures mentioned under Critical

Illness or Hospitalised due to accident or illness or Your/Insured Person's loss of employment or You/Insured Person suffer from Listed Illness, whichever is earlier.

- c. The EMI amount would not include any arrears/payment that are overdue and unpaid by the Insured Person prior to the date of accident, due to any reasons whatsoever.
- d. The treatment required by the Insured Person is for Medically Necessary Treatment and is commenced and continued on the written advice of the treating Medical Practitioner.
- e. Coverage under this cover shall cease upon payment of the compensation due to any contingency mentioned above and no further payment will be made for any contingency as mentioned above or any dependent contingency.

For the Purpose of this Cover;

a. **"Permanent Partial Disablement"** means:

- Loss of arm at the shoulder joint
- Loss of leg above centre of the femur
- Loss of arm to a point above elbow joint
- Loss of leg up to a point below the femur
- Loss of arm below elbow joint
- Loss of hand at the wrist
- Complete and irrecoverable loss of sight of an eye
- Loss of leg to a point below the knee
- Loss of leg up the centre of tibia
- Loss of foot at the ankle

b. **"Critical Illness"** shall mean the below listed illnesses that You/Insured Persons are diagnosed as suffering from or Surgical Procedures that You/ Insured Persons are undergoing, for the first time in your life.

Provided that:

1. We will not make any payment if You/Insured Persons are diagnosed as suffering from Critical Illness within the number of days (i.e. Initial Waiting Period) mentioned in Your Policy Schedule/Certificate of Insurance from the date of inception of first Policy with Us covering Critical Illness.
2. You/Insured Person survive for a minimum period of at least 30 days from the date of diagnosis of such Critical Illness, unless this condition is specifically waived by Us.
3. No Claim under this option shall be admissible if Critical Illness and/or covered Surgical Procedure is a consequence of or arising out of any pre-existing condition/disease except for pre-existing condition/disease which were disclosed by the Insured and accepted by Us at the time of buying the Policy with Us, where this benefit is opted.
4. The List of Plan wise covered Critical Illness is mentioned in **Annexure C**.

c. **"Accidental and Illness Hospitalization"** means You/Insured Person suffer an Accidental Injury or Illness during the Policy Period that requires Hospitalization as an inpatient.

1. We will not make any payment if You/Insured Person is/are diagnosed as suffering from any illness within the number of days (i.e. Initial Waiting Period) mentioned in Your Policy Schedule/Certificate of Insurance from the date of inception of first Policy with us covering **"Accidental and Illness Hospitalization /EMI Protection Cover"**.
2. This also has a waiting period. Waiting period shall be as per the **"Specific Waiting Period"** Section stated in Your Schedule / Certificate of Insurance against this Cover which shall apply from the date of inception of the first Policy with Us, provided that the Policy has been renewed continuously with Us without break.

d. **"Loss of Employment"** means You/ Insured Persons are terminated or dismissed or retrenched from Your/Insured Person's Employment, by the Employer during the Policy Period as per the Employer's rules/regulations or executed/ implemented by the Employer in compliance of any laws for the time being in force or any directives by any Public Authority, subject to following exclusions:

1. The Company shall not be liable to make any payment under this Section in the event of termination, dismissal, temporary suspension or retrenchment from employment of the Insured

being attributed to any dishonesty or fraud or poor performance on the part of the Insured or his wilful violation of any rules of the employer or laws for the time being in force or any disciplinary action against the Insured by the employer.

2. The Company shall not be liable to make any payment under this Policy in connection with or in respect of:
  - a. Self-employed persons;
  - b. Any claim relating to unemployment from a job which is casual, temporary, seasonal or contractual in nature or any claim relating to an employee not on the direct rolls of the employer;
  - c. Any voluntary unemployment;
  - d. Unemployment at the time of inception of the Policy Period;
  - e. Unemployment within the number of days (ie. Initial Waiting Period) mentioned in Your Policy Schedule/Certificate of Insurance from the date of inception of first Policy with Us covering Loss of Employment.
3. Any unemployment from a job under which no salary or any remuneration is provided to the Insured.
4. Any suspension from employment on account of any pending enquiry being conducted by the employer/ Public Authority
5. Any unemployment due to resignation, retirement whether voluntary or otherwise
6. Any unemployment due to non-confirmation of employment after or during such period under which the Insured was under probation.
7. If the employment contract and Job Location was outside India.
8. Any unemployment arising or resulting from the Insured committing any breach of the law with criminal intent.
9. Any unemployment due to, or arising out of, or directly or indirectly connected with or traceable to, war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, mutiny, military or usurped power, seizure, capture, arrests, Pandemic or Epidemic as declared by WHO, restraints and detainment of all Heads of State and citizens of whatever nation and of all kinds and acts of terrorism.
10. Any unemployment directly or indirectly caused by or contributed to by or arising out of usage, consumption or abuse of alcohol and/or drugs.
11. Any consequential or indirect loss or expenses arising out of or related to unemployment will not be covered.
12. We will not make any payment if You/Insured Persons are diagnosed as suffering from any illness within the number of days (i.e. Initial Waiting Period) mentioned in Your Policy Schedule/Certificate of Insurance from the date of inception of first Policy with us covering “**Loss of Employment/EMI Protection Cover**”.
- e. “**Listed Illness**” means the coverage from following Illness:
  1. We will not make any payment if You/Insured Persons are diagnosed as suffering from any illness within the number of days (i.e. Initial Waiting Period) mentioned in Your Policy Schedule/Certificate of Insurance from the date of inception of first Policy with us covering “**Listed Illness/EMI Protection Cover**”.

**List of Disease/s and/or Conditions:**

1. Cholera	2. Amoebiasis	3. Typhoid
4. Viral Hepatitis	5. Tuberculosis	6. Plague
7. Diphtheria	8. Typhus	9. Leptospirosis
10. Dengue	11. Malaria	12. Filariasis
13. Kala Azar	14. Chikungunya	15. Japanese Encephalitis
16. HIV	17. Zika Virus	18. Nipah Virus
19. EBOLA	20. Swine Influenza Virus	21. H1N1 Virus
22. COVID-19	23. SARS	24. MERS

This Cover is subject to terms, conditions, limitations and exclusions mentioned in the Policy.

## **Condition applicable to Section 18. Hospital Cash Cover, Section 19 – Personal Accident and Section 20 – EMI Protection**

### **1. Claims Notification and Procedure:**

If the Insured Person meets any accidental injury or suffers from Critical illness or any specific condition covered under the Policy that may result in a claim under this policy, it is a condition precedent to Our liability under the Policy that below procedure should be followed depending on the type of claim

#### **1. Cashless Claim Process (Applicable Only for “Accidental Hospitalization Cover”:**

Cashless Facility can be availed from our network hospitals only. This is facilitated by our Service Provider / Third Party Administrator (TPA) and we would make a direct payment to the Network Hospital to the extent of Our Liability provided that:

1. We are given a notice within 24 Hours of hospitalization in case of an emergency situation
2. For Cashless Facility You shall follow the below Procedure:
  - a. Share the Health Card/Copy of E-Cards along with ID Proof with the Hospital Authority & Obtain the Pre-Authorization Form from the Hospital.
  - b. Submit Duly filled & Signed Pre-Authorization Form to the Hospital Counter.
  - c. Ensure that the Hospital shares the Duly filled & Signed Pre-Authorization Form to Service Provider / Third Party Administrator (TPA) for further Processing.
  - d. Service Provider / Third Party Administrator (TPA) will inform the decision and may issue authorization letter depending on the Policy Terms and Conditions to the Hospital directly.
  - e. Once the request for Pre-Authorization has been granted, the treatment must take place within 15 days of the Pre-Authorization Approval Date or the Policy Expiry Date whichever is earlier and shall be valid only if all the details of the Authorised details, Hospital and Location including Dates match with the details of the Actual Treatment Received.
  - f. We reserve the right to modify, add or restrict any Network Provider for Cashless Facility in Our sole discretion. Before availing Cashless Facility, please check the applicable updated list of Network Providers.
  - g. For any queries designated Service Provider / Third Party Administrator (TPA) may be contacted on the contact details mentioned on the Health Card/Copy of E-Cards issued to You.

#### **2. Reimbursement Claim Process**

##### **A. For Accidental Hospitalization Cover**

Reimbursement Facility can be availed from any hospital within India of Your/Insured Person's Choice Wherein You/Insured Person will have to make payment directly to the Hospital and submit the documents to Service Provider / Third Party Administrator (TPA) for processing the reimbursement of the claim amount provided that:

1. We or Our Service Provider / Third Party Administrator (TPA) should be intimated within 48 hours of date of admission.
2. For Reimbursement Claim You shall follow the below Procedure:
  - a. The Company shall settle or reject a claim, as the case may be, within 15 days from the date of receipt of last necessary document.
  - b. In case the claim is not settled within the specified timelines, then the claimant is entitled for interest at bank rate plus 2 percent from the date of receipt of intimation to till the date of payment.
  - c. “Bank rate” shall mean the rate fixed by the Reserve Bank of India (RBI) at the beginning of the financial year in which claim has fallen due.
  - d. In case of Your Death, We shall reimburse the claim amount to Your/Insured Person's Nominee as named in Your Policy Schedule/ Certificate of Insurance or Your Legal representative holding a valid succession certificate.

**Note:** There are times when You/Insured Person or any other person who could claim on Your/Insured Person's behalf, may be in such a state of hardship, that You/Insured Person or Such other person is unable to give us a notice or file a claim within the prescribed time limit.

In such cases, condonation of delay can be done by waiver of conditions A.1 and A.2.a above may be considered where the reason for delay is proved to our satisfaction.

**B. For All Other Covers without Accidental Hospitalization Cover**

Upon the happening of any event(s) giving rise or likely to give rise to a claim under this policy, You/Insured Person shall:

- a) Immediately and in any event within 14 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) Confirm the facts in writing as soon as possible, with all information that is available.
- c) No admission of liability without the prior written consent of the Company.
- d) Provide Us with detailed statement in writing regarding injury and any such information and documentation.
- e) The Company shall settle or reject a claim, as the case may be, within 15 days from the date of receipt of last necessary document.
- f) In case the claim is not settled within the specified timelines, then the claimant is entitled for interest at bank rate plus 2 percent from the date of receipt of intimation to till the date of payment.
- g) "Bank rate" shall mean the rate fixed by the Reserve Bank of India (RBI) at the beginning of the financial year in which claim has fallen due.
- h) In case of Your/Insured Person's Death, We shall reimburse the claim amount to Your Nominee as named in Your Policy Schedule / Certificate of Insurance or Your Legal representative holding a valid succession certificate.

**3. List of Claim Documents:**

**List of Claim Documents:**

In addition to the Duly Completed Claim Form signed by the Insured/Insured's Nominee/Legal Heir & NEFT Details or Cancelled Cheque of the Insured/Insured's Nominee/Legal Heir, ID proof (KYC document) of insured and Nominee, address proof wherever applicable, We need to have the below documents, wherever applicable:

Section	Documents
<b>Daily Cash Benefit/ Fixed Cash Benefit</b>	<ul style="list-style-type: none"> <li>• Detailed incident report</li> <li>• Medical records, Consultation papers, diagnostic reports, ICP papers.</li> <li>• Final claim bill with detailed break up.</li> <li>• Discharge summary from treating hospital.</li> <li>• FIR/MLC Report, in case of accident.</li> <li>• NEFT &amp; KYC Documents of Customer.</li> <li>• Cancelled Cheque</li> <li>• PAN Card</li> <li>• Address Proof (Aadhar, Passport, Voter ID)               <ul style="list-style-type: none"> <li>• Any other documents/clarification may be requested on merits of case.</li> </ul> </li> </ul>
<b>Accidental Death</b>	<ul style="list-style-type: none"> <li>• Original treating Medical Practitioner's certificate describing the disablement</li> <li>• Original Discharge summary from the Hospital</li> <li>• Disability certificate issued by treating Medical Practitioner</li> <li>• Any other medical, investigation reports, inpatient or consultation treatment papers, as applicable.</li> <li>• Any other relevant document required by the Company for assessment of the claim on case-to-case basis.</li> </ul>
<b>Permanent Total Disablement Permanent Partial Disablement</b>	<ul style="list-style-type: none"> <li>• Original treating Medical Practitioner's certificate confirming the disability</li> </ul>

	<ul style="list-style-type: none"> <li>• Original Discharge summary from the Hospital</li> <li>• Any other medical, investigation reports, inpatient or consultation treatment papers, as applicable</li> <li>• Leave/Absence Certificate from Employer (If Employed)</li> <li>• Medical Practitioner's certificate confirming the Injury and advising rest/ unfit to work for specified number of days</li> <li>• Fitness Certificate issued by the treating doctor.</li> <li>• Any other relevant document required by the Company for assessment of the claim on case-to-case basis.</li> </ul>
<b>Accidental Hospitalization Cover</b>	<ul style="list-style-type: none"> <li>• Discharge Summary from The Hospital</li> <li>• Medical &amp; Investigation reports</li> <li>• Prescriptions and consultation papers of the treatment</li> <li>• Original Hospital Main Bill</li> <li>• Original Hospital Bill Break up of various expenses</li> <li>• Any other medical, investigation reports, as applicable.</li> <li>• Any other relevant document required by the Company for assessment of the claim on case-to-case basis.</li> </ul>
<b>Children Education Benefit</b>	<ul style="list-style-type: none"> <li>• Bonafide Certificate from School / College or Certificate from the Educational Institution</li> </ul>
<b>Marriage Expense for Children Benefit</b>	<ul style="list-style-type: none"> <li>• Proof of Relationship with the Insured Person</li> <li>• Photo Identity Proof of Child</li> <li>• Age Proof of the Dependent Child</li> </ul>
<b>Funeral Expenses</b>	<ul style="list-style-type: none"> <li>• Original Invoice of Expenses Incurred during Funeral.</li> </ul>
<b>Transportation expenses</b>	<ul style="list-style-type: none"> <li>• Original Invoices of expenses incurred for Carriage of Dead Body/repatriation of mortal remains.</li> </ul>
<b>Trauma Counselling</b>	<ul style="list-style-type: none"> <li>• Documents as mentioned under Section 1. Accidental Death and/or Section 2. Permanent Total Disablement and/or Section 3. Permanent Partial Disablement</li> <li>• Original Invoice of Expenses Incurred for Counselling.</li> <li>• Medical Practitioner's letter advising Counselling.</li> <li>• Treatment plan for Counselling from Specialist</li> </ul>
<b>Coma Benefit</b>	<ul style="list-style-type: none"> <li>• Certificate from the Treating Medical Practitioner certifying the cause and severity of Coma.</li> <li>• All relevant medical summary leading to Coma</li> </ul>
<b>Fracture Cover</b>	<ul style="list-style-type: none"> <li>• X Ray Confirming the Fracture &amp; site of Fracture</li> <li>• Pre and post-operative radiological imaging reports with films confirming the extent of the fracture</li> <li>• Certificate from Treating Medical Practitioner with extent of Injury, Cause of injury, Site of Injury &amp; Date of Injury.</li> <li>• Treatment Details</li> <li>• Discharge Summary (if Hospitalized)</li> </ul>
<b>Burns Cover</b>	<ul style="list-style-type: none"> <li>• Certificate from Treating Medical Practitioner with extent of Burns Injury/Cause of Burns.</li> <li>• Treatment Details</li> <li>• Medico Legal Certificate copy / First Information Report Copy (If applicable)</li> <li>• Discharge Summary (if Hospitalized)</li> </ul>
<b>Lifestyle Modification</b>	<ul style="list-style-type: none"> <li>• Certification from Medical Practitioner necessitating the Modification.</li> <li>• Original Invoices of actual expenses incurred for the Modifications</li> </ul>



<b>Expense for External Aids and Appliances</b>	<ul style="list-style-type: none"> <li>• Prescription of treating Medical Practitioner for use of External Aids and Appliance.</li> <li>• Original Invoices of actual expenses incurred for the purchase of External Aids and Appliance</li> </ul>
<b>Compassionate Visit</b>	<ul style="list-style-type: none"> <li>• Letter from Medical Practitioner advising presence of Immediate Family Member.</li> <li>• Original travel tickets / bills and receipts mentioning the actual expenses of the travel with the date of booking &amp; date of travel</li> <li>• Age Proof of the Person who has visited the Insured</li> </ul>
<b>EMI Protection cover</b>	<ul style="list-style-type: none"> <li>• Current Outstanding Loan Certificate from Financer.</li> <li>• Loan Disbursement Letter along with the payment record till the date of Accident or first diagnosis of Critical Illness or first underwent surgical procedure.</li> <li>• Certificate from HR with details of medical leave availed during the period of Injury.</li> <li>• Copy of Address Proof (Ration Card or Electricity Bill Copy).</li> <li>• In Case of Death <ul style="list-style-type: none"> <li>○ Attested Copy of Death Certificate.</li> <li>○ Death Summary/Certificate from the hospital authority (wherever applicable)</li> <li>○ Burial Certificate (wherever applicable).</li> <li>○ Attested Copy of Statement of Witness, if any lodged with police authorities. (wherever applicable).</li> <li>○ Attested Copy of FIR / Panchanama / Inquest Panchanama. (wherever applicable).</li> <li>○ Attested Copy of Post Mortem Report (Only if conducted).</li> <li>○ Attested Copy of Viscera report if any (Only if Post Mortem is conducted).</li> </ul> </li> <li>• In case of Permanent Total Disablement, Permanent Partial Disablement <ul style="list-style-type: none"> <li>○ Attested Copy of disability certificate from relevant government Medical authority.</li> <li>○ Attested copy of FIR. (If required)</li> <li>○ All Investigation reports confirming the disability.</li> <li>○ Complete Treatment record with follow-up documentation. <ul style="list-style-type: none"> <li>• Disability assessment report from Digit empanelled medical specialist (if required)</li> </ul> </li> </ul> </li> </ul>

For the purpose of Claims clarification, we may require additional documents in case of any insured event arising leading to claim. \*KYC documents shall be required at the claim settlement stage where claims pay-out to the Insured Member exceeds a threshold limit of Rs. 1 Lakhs per claim

### **Exclusions Applicable to Section 18. Hospital Cash Cover, Section 19 – Personal Accident and Section 20 – EMI Protection**

#### **I. STANDARD EXCLUSIONS**

1. **30-day waiting period/ Initial Waiting Period- Code- Excl03**
  - a. Expenses related to the treatment of any illness within 30 days from the first policy commencement date shall be excluded except claims arising due to an accident, provided the same are covered.
  - b. This exclusion shall not, however, apply if the Insured Person has Continuous Coverage for

more than twelve months.

- c. The within referred waiting period is made applicable to the enhanced sum insured in the event of granting higher sum insured subsequently.

However, such waiting Period can be amended to the number of days as opted by you and mentioned in your policy schedule / Certificate of Insurance.

**2. Rest Cure, rehabilitation and respite care- Code- Excl05**

- a. Expenses related to any admission primarily for enforced bed rest and not for receiving treatment. This also includes:

- i. Custodial care either at home or in a nursing facility for personal care such as help with activities of daily living such as bathing, dressing, moving around either by skilled nurses or assistant or non-skilled persons.
- ii. Any services for people who are terminally ill to address physical, social, emotional and spiritual needs

**3. Cosmetic or plastic Surgery: Code- Excl08**

Expenses for cosmetic or plastic surgery or any treatment to change appearance unless for reconstruction following an Accident, Burn(s) or Cancer or as part of medically necessary treatment to remove a direct and immediate health risk to the insured. For this to be considered a medical necessity, it must be certified by the attending Medical Practitioner.

**4. Hazardous or Adventure sports: Code- Excl09**

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.

(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)

**5. Breach of law: Code- Excl10**

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

**6. Excluded Providers: Code- Excl11**

Expenses incurred towards treatment in any hospital or by any Medical Practitioner or any other provider specifically excluded by the Insurer and disclosed in its website / notified to the policyholders are not admissible. However, in case of life-threatening situations or following an accident, expenses up to the stage of stabilization are payable but not the complete claim.

For updated list of excluded hospitals, kindly refer the link:

<https://www.godigit.com/health-insurance/non-preferred-hospitals>

7. Treatment for, Alcoholism, drug or substance abuse or any addictive condition and consequences thereof. Code- **Excl12**.

8. Treatments received in health hydros, nature cure clinics, spas or similar establishments or private beds registered as a nursing home attached to such establishments or where admission is arranged wholly or partly for domestic reasons. **Code- Excl13**

**9. Refractive Error: Code- Excl15**

Expenses related to the treatment for correction of eye sight due to refractive error less than 7.5 dioptres.

**10. Unproven Treatments: Code- Excl16**

Expenses related to any unproven treatment, services and supplies for or in connection with any treatment.

Unproven treatments are treatments, procedures or supplies that lack significant medical documentation to support their effectiveness.

**11. Sterility and Infertility: Code- Excl17**

Expenses related to sterility and infertility. This includes:

- i. Any type of contraception, sterilization
- ii. Assisted Reproduction services including artificial insemination and advanced reproductive technologies such as IVF, ZIFT, GIFT, ICSI
- iii. Gestational Surrogacy
- iv. Reversal of sterilization

**12. Maternity: Code Excl18**

- i. Medical treatment expenses traceable to childbirth (including complicated deliveries and caesarean sections incurred during hospitalization) except ectopic pregnancy;
- ii. Expenses towards miscarriage (unless due to an accident) and lawful medical termination of pregnancy during the policy period.

This exclusion stands deleted to the extent of the coverage provided under **SECTION 18.A. DAILY CASH BENEFIT (MATERNITY BENEFIT) & SECTION 18.B. FIXED CASH BENEFIT (MATERNITY BENEFIT)**, if opted by You.

**II. SPECIFIC EXCLUSIONS****13. Artificial Life Maintenance**

Artificial Life Maintenance, including life support machine used, where such treatment where such treatment is used to maintain the Insured/Patient in a vegetative state. However, expenses up to the date of confirmation by the treating doctor that the patient is in vegetative state shall be covered as per the terms and conditions of the Policy.

**14. Suicide and Self-Injury**

We do not cover treatment 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. Participation in any illegal or unlawful or criminal act

**15. Cosmetic, Aesthetic and Re-Shaping Treatment & Surgeries**

- a. Plastic Surgery or Cosmetic Surgery or Treatments to change Your appearance, unless necessary as a part of medically necessary treatment certified by the attending Medical Practitioner for reconstruction following an Accident, Cancer or burns.
- b. Treatment for alopecia, baldness, wigs, or toupees and all treatment related to the same.
- c. Circumcision unless necessary for the treatment of a disease or necessitated by an Accident;
- d. Aesthetic or change-of-life- treatments of any description such as sex transformation operations.

**16. Pre-Existing Disability**

- a. Any Hospitalization for an existing disability from a previous Accident which has occurred prior to the first of this Policy.
- b. Any additional Hospitalization Expenses not resulting from an accidental Injury.

**17. Defence Operation/Aviation Activities**

We will not pay any claim under this Policy, arising out of Your

- a. whilst engaging in aviation or whilst mounting into, dismounting from or traveling in any aircraft other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world
- b. whilst the Insured person is operating or learning to operate any aircraft, or performing duties as a member of the crew on any aircraft, or Scheduled Airlines
- c. Involvement in naval, military, air force operation.

#### **18. Insufficient Document**

We have provided list of relevant necessary documents to be submitted at the time of claim.

We have tried to reduce the number of documents you need to share. In case all the necessary mandatory documents as mentioned in Our claims process are not submitted to Us, We will be liable to pay claim only as per documents being submitted to Us.

#### **19. Eye Sight & Optical Services**

We do not cover treatment for:

- a. Correction of refractive errors of the eye including but not limited to short-sight or long-sight, such as glasses, contact lenses or laser eyesight correction Surgery.
- b. Intravitreal injection including but not limited to Lucentis, Macugen or any other similar treatment in excess of 5% of Sum Insured opted under **Section 19.D Accidental Hospitalization Cover**.

#### **20. Preventive Treatment**

We do not cover inoculations, vaccinations of any kind unless forming part of treatment for accidental bodily Injury as prescribed by the Medical Practitioner.

#### **21. Unjustified or Unwarranted Hospitalization**

Admission solely for Physiotherapy, evaluation, investigations, diagnosis or observation service

#### **22. Substance abuse and Addictions**

- a. Any claim resulting from an event where You were under the influence of Alcohol, opioids or nicotine or drugs.
- b. Any claim as a result of Withdrawal and de-addiction of Alcohol, opioids or nicotine or drugs, unless the drugs are prescribed by a medical practitioner and supported by a prescription.
- c. any injury resulting from event strictly prohibited or not advised by Your treating medical practitioner.

#### **23. 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, unless specifically agreed by Us and mentioned in Your Policy Schedule / Certificate of Insurance.

#### **24. 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.

#### **25. Prosthetics and other devices**

Prosthetics and other devices NOT implanted internally by surgery.

#### **26. Specific Treatments**

We will not pay for expenses related to administration of medications or procedures mentioned below:

- a. Hyaluronic acid, Remicade or Botulinum Toxin, Lucentis, Avastin.
- b. Intra-articular/intra thecal or cortico-steroid injections.
- c. Robotic surgeries however expenses will be covered up-to the conventional procedure cost.
- d. Predictive Genome testing

## 27. Mental Disorders

Accidental “**Death**” or “**Permanent Total Disablement**” or “**Permanent Partial Disablement**” due to mental disorders or disturbances of consciousness, strokes, fits or convulsions which affect the entire body and pathological disturbances caused by the mental reaction to the same.

## F. GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS OF THIS POLICY

### 1. Disclosure Of Information

The policy shall be void and all premium paid thereon shall be forfeited to the Company in the event of misrepresentation, mis description or non-disclosure of any material fact by the policyholder.

“Material facts” for the purpose of this policy shall mean all relevant information sought by the Company in the proposal form and other connected documents to enable it to take informed decision in the context of underwriting the risk.

### 2. Condition Precedent To Admission Of Liability

The terms and conditions of the policy must be fulfilled by the insured person for the company to make any payment for claim(s) arising under the policy.

### 3. Entire Contract

The **Policy** and the **Policy Schedule/Certificate of Insurance** 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/Certificate of Insurance** 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.

### 4. Safeguards:

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.

### 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. Misrepresentation/Duty of Disclosure

This **Policy** shall be void and all premium paid hereon shall be forfeited to the **Company** in the event of misrepresentation, mis-description or nondisclosure of any material fact.

If at the time of issuance of Policy or during continuation of the Policy, the information provided to Us in the proposal form either physically or electronically or otherwise, by You or the Insured Person or anyone acting on behalf of You or an Insured Person is found to be incorrect, incomplete, suppressed or not disclosed, wilfully or otherwise, the Policy shall be:

- a) cancelled ab initio i.e. from the inception date or the renewal date (as the case may be),
- b) or the Policy may be modified by Us, at Our sole discretion, upon 30 days’ notice by sending an endorsement to Your address shown in the Schedule/Certificate of Insurance;
- c) the claim under such Policy if any, shall be rejected/repudiated forthwith.

### 7. Forfeiture/Fraud

If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under the **Policy** or if the loss or damage be occasioned by the wilful act, or with the connivance of the Insured, all benefits and premium under this **Policy** shall be forfeited.

**8. Alteration of Risk**

All cover under this **Policy** shall cease if any alteration be made whereby the risk of loss or damage is increased until such alteration be agreed to by us in writing.

**9. Notice / Notifications and Declarations**

- **We** will send any notice, letter or communication in writing to **You** at **Your** address mentioned in the **Policy Schedule/Certificate of Insurance**, and to **Your** email address that **You** have registered with **Us**.
- **You** will send any notice, letter, intimation or communication in writing to **Us** at the branch office where **You** purchased the **Policy**. **You** can also send it at the address mentioned in the **Policy Schedule/Certificate of Insurance**. **You** shall not send any notice etc. to the insurance agent, broker or any other entity. They are not authorised to receive notices etc. on **Our** behalf.

**10. Nomination**

**You / Insured Person(s)** are required at the inception of the policy to make a nomination for the purpose of payment of **claims** under the policy in the event of **Your** death or death of the **Insured Person (s)**. Any change of nomination shall be communicated to the **company** in writing and such change shall be effective only when an endorsement on the **Policy** is made. In the event of death of the policyholder, the **Company** will pay the nominee, as named in the **Policy Schedule/Policy Certificate/Endorsement** (if any), and in case there is no subsisting nominee, to the legal heirs or legal representatives of the policyholder whose discharge shall be treated as full and final discharge of its liability under the **Policy**.

**11. Complete Discharge**

Any payment to the Policyholder, **Insured Person** or his/ her nominee or his/ her legal representative or assignee or to the Hospital, as the case may be, for any benefit under the **section** shall be valid discharge towards payment of claim by the **Company** to the extent of that amount for the particular claim.

**12. Allow inspection and investigation of claim**

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

**13. 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**.

**14. Reasonable Care:**

The **Insured** shall take all the necessary steps to ensure that the **Property Insured** is protected against any kinds of damage or loss and shall properly maintain the **Property Insured**.

**15. Interest / Penalty:**

No sum payable under this **Policy** shall carry any interest or penalty.

**16. Assignment (If Opted) – It Is Hereby Declared and Agreed That:**

- a. from the Policy Start Date, the claim amount payable by **Us** to the Insured and all rights, title, benefits and interest of the Insured under this **Policy** stand assigned in favour of a person or an Institution or a company as named in the **Policy Schedule/ Certificate of Insurance**;
- b. upon any claim amount becoming payable under this **Policy** the same shall be paid by **Us** to assignee as named in **Policy Schedule/ Certificate of Insurance**, without any reference/ notice to the Insured;

the receipt of such claim amount by the assignee as named in the **Policy Schedule/ Certificate of Insurance** and the Insured shall completely discharge **Us** from all liability under the **Policy** and shall be binding on the Insured and the heirs, executors, administrators, successors or legal representatives of the Insured, as the case may be.

**17. Mid Term change 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**.



**18. 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 short period scale of rates on the reduced Limits of Indemnity.

**19. Cancellation****Cancellation by Insured**

You can cancel this Policy at any time by giving Us notice in writing. The Policy will terminate when We receive Your notice. If You cancel the Policy, We will refund premium as follows:

- i) **For Annual Policy:** refund proportion premium for unexpired policy period, if the term of the policy is upto one year and there is no claim(s) made during the policy period.
- ii) **For Long Term Policies:** refund premium for the unexpired policy period, in respect of policy with the term more than one year and the risk coverage for such policy years has not commenced.

**Cancellation By The Company**

Policy may be cancelled by the Company on the grounds of established fraud, by giving minimum notice of 7 (seven) days to the insured.

There will not be any premium refund in case of cancellation due established fraud.

**20. Claims Settlement:**

- a. The **Company** shall settle or reject a **claim**, as the case may be, within 15 days from the date of receipt of last necessary document and/or information.
- b. However, where the circumstances of a **claim** warrant an investigation in the opinion of the **company**, it shall initiate and complete such investigation at the earliest, as per prevailing guidelines.
- c. In case the claim is not settled within the specified timelines, then the claimant is entitled for interest as per the rate specified in prevailing regulatory provisions.
- d. "Bank rate" shall mean the rate fixed by the Reserve Bank of India (RBI) at the beginning of the financial year in which **claim** has fallen due. However, this condition will not be applicable for Section 12 – Public Liability (Act) Insurance and Section 13 – Public Liability Insurance.

**Note:** There are times when **You** or any other person who could **claim** on **Your** behalf, may be in such a state of hardship, that **You** or Such other person is unable to give us a notice or file a **claim** within the prescribed time limit. In such cases, condonation of delay can be considered by waiver of above conditions may be considered where the reason for delay is justified and proved to our satisfaction.

**e. Following is the list of documents that would be considered for claim processing, as applicable to the respective sections**

**(other than health sections – Section 18, 19 and 20)**

- Ownership Documents (wherever necessary, for example Sale Deed, Registration Copy)
- Claim form, video/pictures of damaged property
- Photos of damaged parts replaced
- Newspaper cutting where loss or damage has occurred due to flood/storm/cyclone/earthquake/landslide/Riot/Strike and the same has been reported.
- Metrological Report, if any.
- Plans, specification books, vouchers, invoices, duplicates or copies.
- Financial Records showing inventories, purchases and sales in terms of money or quantity records such as stock books or production level
- Certificate of an authorized physician regarding disability or injury or illness caused by the accident
- Certificate of an authorized physician regarding disability or injury or illness caused by the accident
- Certificate of the employer regarding loss of wages, due to temporary or partial disability, with proof of hospitalization for a period exceeding three days and certificate about the date of birth or age of victim
- General Architectures and Contractor's scope and pricing estimate of repair/reinstatement cost.

- Policy Copy
- Cheque Copy
- Investigation report, if applicable
- Quotes of salvage, if applicable
- Warranty certificate
- Survey Report, property repair order, property delivery order
- Bill copy
- Fire Brigade Report
- Police FIR/Charge Sheet
- Statement of Insured
- Short Landing / Non-Delivery Certificate
- Copy of Bill of Lading, Packing List, Shipping Specification
- Court Order/Summons (For Liability Claims)
- Proof of medical expenses incurred for treatment of claimant (For Medical Expenses Cover Opted under Employee's Compensation)
- Proof of Income of claimant (For Employee's Compensation Claims)
- Customer Related:
  - Bill of Entry for Imports
  - Shipping Bill for Exports
  - LOB Certificate
  - Customs Examination Certificate
  - Notice of abandonment
- For General Average Claims
  - Notice Declaring General Average by the Ship-Owner
  - General Average Guarantee and Counter Guarantee
  - Original Cash Deposit Receipt
  - Letter of Transfer
  - General Average Deposit Receipt
- AML and KYC documents as necessary
- Other documents as may be necessary on case to case basis

#### **Handling of Theft, Burglary Pilferage and Non-Delivery Claims**

- Claim intimation is done within 7 days Online/offline filling of Claim form
- Police FIR will be required within 15 days from theft/Burglary
- Police Reports or Local Authorities Report will be required for Pilferage and Non-Delivery claims
- Investigator will be deputed to verify the facts stated in the claim
- Non-traceable report issued by Police will be required
- Post confirmation of loss, indemnity bond, NOC from financier if applicable and letter of subrogation will be required

#### **21. 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 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.

#### **22. Contribution/Other Insurances**

If at the time of any loss or damage happening to any property hereby insured there be any other subsisting insurance or insurances, whether effected by the Insured or by any other person or persons covering the same property, this **Company** shall not be liable to pay or contribute more than its rateable proportion of such loss or damage. This condition will not be applicable to health sections (ie. section 18, 19 and 20)

**23. Subrogation/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 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**. This condition will not be applicable to health sections (ie. section 18, 19 and 20).

**24. Transfer of Interest**

The insurance granted by this **Policy** shall cease to attach to any items described in the **Policy Schedule/Certificate of Insurance** 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.

**25. Special Conditions Relating to Group Policy (if applicable)**

All group policies are subject to the following conditions:

- a. The insured will maintain sufficient deposit or provide a Bank Guarantee to comply with the requirement of section 64VB.
- b. New names can be added to the existing group policies by charging premium as agreed between Group Manager and Us.
- c. For deletion of names from Group Policies during the Policy Period, refund of premium can be allowed only if there is no claim in respect of the particular insured Person as on date when request for deletion of name has been received

**26. Geographical Limits**

Geographical limits of this policy will be India (except for covers mentioned below). This **Policy** shall cover Property situated within India Only.

Coverage under following covers will be available on worldwide:

- Accidental Death
- Permanent Total Disablement
- Permanent Partial Disablement
- Children education benefit
- Marriage expense for children benefit
- Orphan benefit for children
- Funeral expenses
- Coma Benefit Cover
- Fracture Cover
- Burn Cover
- Lifestyle modification
- Expense for External Aids and Appliances
- Compassionate Visit
- EMI Protection Cover (Claim Payment Can be done only if loan is availed from Indian Financial Institutions in INR)

**27. 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.

**28. Law and Jurisdiction**

It is hereby declared and agreed that this contract of insurance and all claims thereunder shall be governed by Indian Law and any legal proceeding in respect thereof shall be raised in a competent court of India. All claims shall be paid in Indian Rupees only.

## G. CUSTOMER GRIEVANCE REDRESSAL POLICY

In case of any grievance the insured person may contact the company through

Website: **Error! Hyperlink reference not valid.**

Toll Free: 1-800-258- 4242

Email: [hello@godigit.com](mailto:hello@godigit.com)

Senior citizens can now contact us on 1-800-258-4242 or write to us at [seniors@godigit.com](mailto:seniors@godigit.com)

Insured person may also approach the grievance cell at any of the company's branches with the details of grievance

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 Insured person is not satisfied with the redressal of grievance through above methods, the insured person may also approach the office of Insurance Ombudsman of the respective area/region for redressal of grievance as per Insurance Ombudsman Rules 2017

Grievance may also be lodged at IRDAI Integrated Grievance Management System-  
<https://irdai.gov.in/igms1>

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@cioins.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@cioins.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@cioins.co.in	Madhya Pradesh Chhattisgarh
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@cioins.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	Punjab, Haryana(excluding Gurugram, Faridabad, Sonapat and Bahadurgarh) Himachal Pradesh, Union Territories of Jammu & Kashmir,

	Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@cioins.co.in	Ladakh & 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@cioins.co.in	Tamil Nadu, Tamil Nadu PuducherryTown and Karaikal (which are part of Puducherry)
DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@cioins.co.in	Delhi & Following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh.
GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.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 - 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.
JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@cioins.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@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.
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@cioins.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@cioins.co.in	Districts of Uttar Pradesh : Lalitpur, 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@cioins.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.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.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@cioins.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@cioins.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

Note: COUNCIL FOR INSURANCE OMBUDSMAN ,3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054.Tel.: 022 – 69038801/03/04/05/06/07/08/09 Email: [inscoun@cioins.co.in](mailto:inscoun@cioins.co.in)

For updated details of Ombudsman details, request to please check Council of Insurance Ombudsmen website available on <https://www.cioins.co.in/Ombudsman>



**ANNEXURE A**  
**LIST OF DAY CARE PROCEDURES**

Sr. No	Day Care Procedures for Accidental Injuries
1	Surgery for ligament tear
2	Surgery for meniscus tear
3	Surgery for Hemarthrosis/Pyoarthrosis
4	Removal of fracture pins/ nails
5	Removal of metal wire
6	Foreign body removal from nose
7	Suturing - CLW -under LA or GA
8	Surgical debridement of wound
9	Closed reduction on fracture, luxation
10	Reduction of dislocation under GA
11	Tennis elbow release
12	Arthroscopic knee aspiration
13	Aspiration of Hematoma
14	Incision and Drainage
15	Foreign body removal from cornea
16	Foreign body removal from posterior chamber of eye
17	Foreign body removal from lens of the eye
18	Foreign body removal from orbit and eye ball
19	Reduction of nasal fracture
20	Foreign body removal from conjunctiva

## Annexure-B

## List I – Optional Items

SI No	Item
1	BABY FOOD <i>(Not Payable)</i>
2	BABY UTILITIES CHARGES <i>(Not Payable)</i>
3	BEAUTY SERVICES <i>(Not Payable)</i>
4	BELTS/BRACES <i>(Not Payable)</i>
5	BUDS <i>(Not Payable)</i>
6	COLD PACK/HOT PACK <i>(Not Payable)</i>
7	CARRY BAGS <i>(Not Payable)</i>
8	EMAIL/ INTERNET CHARGES <i>(Not Payable)</i>
9	FOOD CHARGES (OTHER THAN PATIENT'S DIET PROVIDED BY HOSPITAL) <i>(Not Payable)</i>
10	LEGGINGS <i>(Not Payable)</i>
11	LAUNDRY CHARGES <i>(Not Payable)</i>
12	MINERAL WATER <i>(Not Payable)</i>
13	SANITARY PAD <i>(Not Payable)</i>
14	TELEPHONE CHARGES <i>(Not Payable)</i>
15	GUEST SERVICES <i>(Not Payable)</i>
16	CREPE BANDAGE <i>(Not Payable)</i>
17	DIAPER OF ANY TYPE <i>(Not Payable)</i>
18	EYELET COLLAR <i>(Not Payable)</i>
19	SLINGS <i>(Not Payable)</i>
20	BLOOD GROUPING AND CROSS MATCHING OF DONORS SAMPLES <i>(Part Of Cost Of Blood, Not Payable)</i>
21	SERVICE CHARGES WHERE NURSING CHARGE ALSO CHARGED
22	Television Charges <i>(Payable Under Room Charges Not if separately levied)</i>
23	SURCHARGES <i>(Part of Room Charge Not Payable Separately)</i>
24	ATTENDANT CHARGES <i>(Part of Room Charge Not Payable Separately)</i>
25	EXTRA DIET OF PATIENT (OTHER THAN THAT WHICH FORMS PART OF BED CHARGE) <i>(Patient Diet provided by hospital is Payable)</i>
26	BIRTH CERTIFICATE <i>(Not Payable)</i>
27	CERTIFICATE CHARGES <i>(Not Payable)</i>
28	COURIER CHARGES <i>(Not Payable)</i>
29	CONVEYANCE CHARGES <i>(Not Payable)</i>
30	MEDICAL CERTIFICATE <i>(Not Payable)</i>
31	MEDICAL RECORDS <i>(Not Payable)</i>
32	PHOTOCOPIES CHARGES <i>(Not Payable)</i>
33	MORTUARY CHARGES <i>(Not Payable)</i>
34	WALKING AIDS CHARGES <i>(Not Payable)</i>
35	OXYGEN CYLINDER (FOR USAGE OUTSIDE THE HOSPITAL) <i>(Not Payable)</i>
36	SPACER <i>(Not Payable)</i>
37	SPIROMETRE <i>(Device Not Payable)</i>
38	NEBULIZER KIT <i>(Not Payable)</i>
39	STEAM INHALER <i>(Not Payable)</i>
40	ARMSLING <i>(Not Payable)</i>
41	THERMOMETER <i>(Not Payable)</i>
42	CERVICAL COLLAR <i>(Not Payable)</i>
43	SPLINT <i>(Not Payable)</i>
44	DIABETIC FOOTWEAR <i>(Not Payable)</i>
45	KNEE BRACES (LONG/ SHORT/ HINGED) <i>(Not Payable)</i>

46	KNEE IMMOBILIZER/SHOULDER IMMOBILIZER (Not Payable)
47	LUMBO SACRAL BELT (Not Payable)
48	NIMBUS BED OR WATER OR AIR BED CHARGES (Payable for any ICU patient requiring more than 3 days in ICU, all patients with paraplegia / quadriplegia for any reason and at reasonable cost of approximately Rs. 200 / day)
49.	AMBULANCE COLLAR (Not Payable)
50.	AMBULANCE EQUIPMENT (Not Payable)
51.	ABDOMINAL BINDER (Not Payable)
52.	PRIVATE NURSES CHARGES- SPECIAL NURSING CHARGES (Post hospitalization nursing charges not Payable)
53.	SUGAR FREE Tablets (Payable. Sugar free variants of admissible medicines are Not excluded)
54.	CREAMS POWDERS LOTIONS (Toiletries are not payable, only prescribed medical pharmaceuticals payable)
55.	ECG ELECTRODES (Upto 5 electrodes are required for every case visiting OT or ICU. For longer stay in ICU, may require a change and at least one set every second day must be Payable)
56.	GLOVES (Sterilized Gloves Payable / Unsterilized Gloves not payable)
57.	NEBULISATION KIT (Payable Reasonably only if used during Hospitalization)
58.	ANY KIT WITH NO DETAILS MENTIONED [DELIVERY KIT, ORTHOKIT, RECOVERY KIT, etc.]
59.	KIDNEY TRAY (Not Payable)
60.	MASK (Not Payable)
61.	OUNCE GLASS (Not Payable)
62.	OXYGEN MASK (Not Payable)
63.	PELVIC TRACTION BELT (Not Payable)
64.	PAN CAN (Not Payable)
65.	TROLLY COVER (Not Payable)
66.	UROMETER, URINE JUG (Not Payable)
67.	AMBULANCE (Payable Reasonably only if used during Hospitalization upto sub-limit mentioned in the policy schedule)
68.	VASOFIX SAFETY (Not Payable)

## List II - Items that are to be subsumed into Room Charges

Sl No	Item
1	BABY CHARGES (UNLESS SPECIFIED/INDICATED) (Not Payable)
2	HAND WASH (Not Payable)
3	SHOE COVER (Not Payable)
4	CAPS (Not Payable)
5	CRADLE CHARGES (Not Payable)
6	COMB (Not Payable)
7	EAU-DE-COLOGNE/ ROOM FRESHNERS (Not Payable)
8	FOOT COVER (Not Payable)
9	GOWN (Not Payable)
10	SLIPPERS (Not Payable)
11	TISSUE PAPER (Not Payable)
12	TOOTHPASTE (Not Payable)
13	TOOTHBRUSH (Not Payable)
14	BED PAN (Not Payable)
15	FACE MASK (Not Payable)
16	FLEXI MASK (Not Payable)

17	HAND HOLDER (Not Payable)
18	SPUTUM CUP (Payable Under Investigation Charges, Not as Consumable)
19	DISINFECTANT LOTIONS (Not Payable-Part of Dressing Charges)
20	LUXURY TAX (Only Actual Tax Levied by Government is Payable - Part of Room Charge for Sub Limits)
21	HVAC (Part of Room Charge Not Payable Separately)
22	HOUSE KEEPING CHARGES (Part of Room Charge Not Payable Separately)
23	AIR CONDITIONER CHARGES (Payable Under Room Charges Not if separately levied)
24	IM IV INJECTION CHARGES (Part of Nursing Charges, Not Payable)
25	CLEAN SHEET (Part of Laundry/housekeeping Not Payable Separately)
26	BLANKET/WARMER BLANKET (Not Payable- Part of Room Charges)
27	ADMISSION KIT (Not Payable)
28	DIABETIC CHART CHARGES (Not Payable)
29	DOCUMENTATION CHARGES/ ADMINISTRATIVE EXPENSES (Not Payable)
30	DISCHARGE PROCEDURE CHARGES (Not Payable)
31	DAILY CHART CHARGES (Not Payable)
32	ENTRANCE PASS/ VISITORS PASS CHARGES (Not Payable)
33	EXPENSES RELATED TO PRESCRIPTION ON DISCHARGE (To be Claimed by Patient under Post -Hospitalization where admissible)
34	FILE OPENING CHARGES (Not Payable)
35	INCIDENTAL EXPENSES/ MISC. CHARGES (NOT EXPLAINED) (Not Payable)
36	PATIENT IDENTIFICATION BAND/ NAME TAG (Not Payable)
37	PULSEOXYMER CHARGES (Not Payable)
38	Nursing, DMO/ RMO charges included in room rent under associated medical expenses (Not Payable)

## List III - Items that are to be subsumed into Procedure Charges

Sl No.	Item
1	HAIR REMOVAL CREAM (Not Payable)
2	DISPOSABLES RAZORS CHARGES (for site preparations) (Payable for site preparations)
3	EYE PAD (Not Payable)
4	EYE SHIELD (Not Payable)
5	CAMERA COVER (Not Payable)
6	DVD, CD CHARGES (Payable only if CD is specifically sought by Insurer/TPA)
7	GAUSE SOFT (Not Payable)
8	GAUZE (Not Payable)
9	WARD AND THEATRE BOOKING CHARGE (Payable Under OT Charges, Not Payable Separately)
10	ARTHROSCOPY AND ENDOSCOPY INSTRUMENTS (Rental Charged By The Hospital Payable. Purchase of Instruments Not Payable.)
11	MICROSCOPE COVER (Payable Under OT Charges, Not Payable Separately)
12	SURGICAL BLADES, HARMONICSCALPEL, SHAVER (Payable Under OT Charges, Not Payable Separately)
13	SURGICAL DRILL (Payable Under OT Charges, Not Payable Separately)
14	EYE KIT (Payable Under OT Charges, Not Payable Separately)
15	EYE DRAPE (Payable Under OT Charges, Not Payable Separately)
16	X-RAY FILM (Payable Under Radiology Charges, Not as Consumable)
17	BOYLES APPARATUS CHARGES (Part Of OT Charges, Not Separately)
18	COTTON (Not Payable-Part of Dressing Charges)
19	COTTON BANDAGE (Not Payable-Part of Dressing Charges)

20	SURGICAL TAPE <i>(Not Payable-payable by the Patient when Prescribed, otherwise included as Dressing Charges)</i>
21	APRON <i>(Not Payable -Part of Hospital Services/Disposable Linen to be Part of OT/ICU Charges)</i>
22	TORNIQUET <i>Not payable (service is charged by hospital, consumables cannot be separately charged.)</i>
23	ORTHOBUNDLE, GYNAEC BUNDLE <i>(Part of Dressing Charges)</i>

## List IV - Items that are to be subsumed into costs of treatment

SI No.	Item
1	ADMISSION/REGISTRATION CHARGES <i>(Not Payable)</i>
2	HOSPITALISATION FOR EVALUATION/ DIAGNOSTIC PURPOSE <i>Unless A Claim Is Accepted Under Section1 - Hospitalization Cover</i>
3	URINE CONTAINER <i>(Not Payable)</i>
4	BLOOD RESERVATION CHARGES AND ANTE NATAL BOOKING CHARGES <i>(Not Payable)</i>
5	BIPAP MACHINE <i>(Not Payable)</i>
6	CPAP/ CAPO EQUIPMENTS <i>(Device Not Payable)</i>
7	INFUSION PUMP- COST <i>(Device Not Payable)</i>
8	HYDROGEN PEROXIDE\SPIRIT\ DISINFECTANTS ETC <i>(May be Payable when prescribed for patient, not Payable for hospital use in OT or ward or for dressings in hospital)</i>
9	NUTRITION PLANNING CHARGES - DIETICIAN CHARGES- DIET CHARGES <i>(Patient diet provided by hospital is payable)</i>
10	HIV KIT <i>(Payable Only as Pre-Operative Screening)</i>
11	ANTISEPTIC MOUTHWASH <i>(Payable when prescribed)</i>
12	LOZENGES <i>(Payable when prescribed)</i>
13	MOUTH PAINT <i>(Payable when prescribed)</i>
14	VACCINATION CHARGES <i>(Not Payable)</i>
15	ALCOHOL SWABES <i>(Not Payable. Part of hospital's own internal cost)</i>
16	SCRUB SOLUTIONISTERILLIUM <i>(Not Payable. Part of hospital's own internal cost)</i>
17	Glucometer& Strips <i>(Not Payable pre hospitalization or post hospitalization / Reports and Charts required/ Device not payable)</i>
18	URINE BAG <i>(Payable where medically necessary till a reasonable cost - maximum 1 per 24 hrs)</i>

**Annexure C**  
**Plan wise Covered Critical Illnesses**

Sr. No.	Category	Critical Illness	Plan A	Plan B	Plan C	Plan D
1	Malignancy	Cancer of Specified Severity	Covered	Covered	Covered	Covered
2	Cardiovascular system	Myocardial Infarction	Covered	Covered	Covered	Covered
3		Open Heart Replacement or Repair of Heart Valves	Covered	Covered	Covered	Covered
4		Surgery to Aorta	Covered	Covered	Covered	Covered
5		Primary (Idiopathic) Pulmonary Hypertension	Not Covered	Covered	Covered	Covered
6		Aneurysm of Abdominal Aorta	Not Covered	Not Covered	Covered	Covered
7		Cardiomyopathy	Not Covered	Not Covered	Covered	Covered
8		Pulmonary artery graft surgery	Not Covered	Not Covered	Covered	Covered
9		Open Chest CABG	Covered	Covered	Covered	Covered
10		Infective Endocarditis	Not Covered	Not Covered	Not Covered	Covered
11		Dissecting Aortic Aneurysm	Not Covered	Not Covered	Not Covered	Covered
12		Major Organ Condition/Disease	End Stage Lung Failure	Covered	Covered	Covered
13	End Stage Liver Failure		Covered	Covered	Covered	Covered
14	Kidney Failure Requiring Regular Dialysis		Covered	Covered	Covered	Covered
15	Major Organ/ Bone Marrow Transplant		Covered	Covered	Covered	Covered
16	Medullary Cystic Disease		Not Covered	Not Covered	Not Covered	Covered
17	Chronic Relapsing Pancreatitis		Not Covered	Not Covered	Not Covered	Covered
18	Nervous System		Apallic Syndrome	Not Covered	Covered	Covered
19		Benign Brain Tumour	Covered	Covered	Covered	Covered
20		Coma of Specified Severity	Covered	Covered	Covered	Covered
21		Major Head Trauma	Covered	Covered	Covered	Covered
22		Permanent Paralysis of Limbs	Covered	Covered	Covered	Covered
23		Stroke Resulting in Permanent Symptoms	Not Covered	Covered	Covered	Covered
24		Motor Neurone Disease with Permanent Symptoms	Not Covered	Covered	Covered	Covered



25		Parkinson's Disease	Not Covered	Not Covered	Covered	Covered
26		Muscular Dystrophy	Not Covered	Not Covered	Covered	Covered
27		Progressive Supranuclear Palsy	Not Covered	Not Covered	Covered	Covered
28		Creutzfeldt-Jakob disease (CJD)	Not Covered	Not Covered	Covered	Covered
29		Bacterial Meningitis	Not Covered	Not Covered	Covered	Covered
30		Alzheimer's disease	Not Covered	Not Covered	Covered	Covered
31		Encephalitis	Not Covered	Not Covered	Covered	Covered
32		Multiple Sclerosis with Persisting Symptoms	Covered	Covered	Covered	Covered
33		Brain Surgery	Not Covered	Not Covered	Not Covered	Covered
34		Multiple System Atrophy	Not Covered	Not Covered	Not Covered	Covered
35	Auto Immune Disorder	Systemic lupus erythematosus	Not Covered	Not Covered	Covered	Covered
36		Goodpasture's syndrome	Not Covered	Not Covered	Covered	Covered
37		Aplastic Anaemia	Not Covered	Covered	Covered	Covered
38		Systemic Lupus Erythematosus with Lupus Nephritis	Not Covered	Not Covered	Not Covered	Covered
39		Progressive Scleroderma	Not Covered	Not Covered	Not Covered	Covered
40		Crohn's Disease	Not Covered	Not Covered	Not Covered	Covered
41		Severe Ulcerative Colitis	Not Covered	Not Covered	Not Covered	Covered
42	Others	Loss of Independent Existence	Not Covered	Covered	Covered	Covered
43		Fulminant Viral Hepatitis	Not Covered	Not Covered	Covered	Covered
44		Pneumonectomy	Not Covered	Not Covered	Covered	Covered
45		Deafness	Not Covered	Not Covered	Not Covered	Covered
46		Loss of Speech	Not Covered	Not Covered	Not Covered	Covered
47		Third Degree Burns	Not Covered	Not Covered	Not Covered	Covered
48		Chronic Adrenal Insufficiency (Addison's Disease)	Not Covered	Not Covered	Not Covered	Covered
49		Blindness	Not Covered	Not Covered	Not Covered	Covered
50		Severe Rheumatoid Arthritis	Not Covered	Not Covered	Not Covered	Covered