

TENDER DOCUMENT FOR

**Compact insurance and Standard Fire and
Special Perils Policy
(24.05.2025 to 23.05.2026)**

**THE LNM INSTITUTE OF INFORMATION
TECHNOLOGY**

Gram – Rupa Ki Nangal, Post – Sumel,
Via – Jamdoli, Jaipur- 302031

The LNM Institute of Information Technology, Jaipur

TENDER NOTICE

The LNM Institute of Information Technology, Jaipur is a Deemed-to-be-University, set up as a Non-Profit Making institute engaged in imparting higher learning in Engineering, Technology and Science. We are located at Gram-Rupa Ki Nangal, Post-Sumel, Via-Jamdoli, Jaipur, Pin 302031 Rajasthan, under the joint venture of the Government of Rajasthan and Lakshmi & Usha Mittal Foundation.

The institute invites proposals from competent vendors for "**Compact insurance and Standard Fire and Special Perils Policy (24.05.2025 to 23.05.2026)**". Bidders can submit their sealed offers/s at the following address by Email/Speed-Post/ Registered Post/ By-hand/courier before 05:00 PM on **18.05.2025.**

Filing of Tender:

Option 1: Physical submission of offers (hard copy) in sealed envelopes.

Bids shall be addressed to the undersigned and deposited in the tender box available at the main gate of the institute in person/ Speed-Post/ Registered Post/ By-hand/courier of the Institute after marking due entries in the Receipt Book available with the Security Officer at the main gate.

The tender subject and reference number must be mentioned on the envelope.

Director

The LNM Institute of Information Technology,

Gram – Rupa Ki Nangal, Post – Sumel,

Via – Jamdoli, Jaipur- 302031

Option 2: Password-protected online submission via Email

Password-protected offers can be submitted by the bidders via email at the below-mentioned email IDs.

tender-document@lnmiit.ac.in (password-protected document)

tender-password@lnmiit.ac.in (password only)

The tender subject and reference number must be mentioned in the subject line of the emails.

Bid Process:

Technical & Commercial details on the company's letterhead, duly signed and sealed by the authorized signatory, are required to be submitted in two separate envelopes/emails.

Envelopes/Emails should be duly marked as follows:

- 1. Technical bid for the Compact insurance and Standard Fire and Special Perils Policy (24.05.2025 to 23.05.2026).**
- 2. Commercial Bid for the Compact insurance and Standard Fire and Special Perils Policy (24.05.2025 to 23.05.2026).**

Both Envelopes/files should be enclosed/attached in a single envelope/email bearing the heading "**Bid for the Compact insurance and Standard Fire and Special Perils Policy (24.05.2025 to 23.05.2026).** (Tender No. : 2025-26/Finance/2B/LNM-976) ".

Bids are liable to be rejected:

- If the above-mentioned bid submission procedure is not followed.
- Incomplete and non-conforming bids.
- Arbitration: All disputes and differences arising between the two parties in connection with this order shall be mutually settled as far as possible, failing which, all such disputes shall be referred to arbitration and settlement under the provision of the Arbitration and Conciliation Act, 1996 and as amended from time to time or any such law for the time being prevailing in India. The venue of such arbitration shall be Jaipur.

Technical Bid: *(in a separate sealed envelope/via email)*

**Compact insurance and Standard Fire and Special Perils Policy
(24.05.2025 to 23.05.2026)**

The LNMIIT intends to buy suitable insurance policies to cover its various risks. The insurance policies obtained by the LNMIIT for the year 2024-25 cover buildings, properties and stocks in the LNMIIT. The policies are expiring on 23.05.2025 and are to be renewed with effect from 24.05.2025. LNMIIT, therefore, invites bids for the renewal of its insurance policies for the year 2025- 2026 in accordance with the bidding document.

SUMMARY OF REINSTATEMENT VALUE OF ASSETS UNDER FIRE POLICY

The LNM Institute of Information Technology, Jaipur 0141 5191733						
						(In INR.)
SUMMARY OF REINSTATEMENT VALUE OF ASSETS UNDER FIRE POLICY						
Assets Description	Reinstatement Value Previous year	% Escalation	Calculation B@ %	Opening Value with Escalation	Addition of assets during 24-25 (estimated/unaudited)	2024-25 Total Estimated Reinstatement Value
<u>Building:</u>						
Building - Plinth & Foundations (20% of cost)	356,062,737	7%	24,924,392	380,987,129	27,595,665	408,582,794
Building - Excluding plinth & foundations	1,665,187,801	7%	116,563,146	1,781,750,947	110,382,659	1,892,133,606
	-		-	0		0
Air Conditioners	111,832,145	7%	7,828,250	119,660,395	11,055,727	130,716,122
	-		-	0		0
Computer & Accessories	199,427,343	1%	1,994,273	201,421,616	32,497,762	233,919,378
	-		-	0		0
Electric & Other Equipment's	264,843,936	1%	2,648,439	267,492,375	30,355,007	297,847,382
	-		-	0		0
Furniture & Fixture	198,953,645	6%	11,937,219	210,890,864	8,551,713	219,442,577
	-		-	0		0
Books & Stationery as per Insured's Records	15,963,652	0%	-	15,963,652	3,098,255	19,061,907
TOTAL	2,812,271,259		-	2,978,166,978	223,536,788	3,201,703,766

No Vehicles, car etc. included in above list.

Valuation is based on estimated escalation as suggested during the last valuation.

(To be filled by the bidder on company's letter head)

1.	Name and address of the Insurance Company (tenderers)		
	i. Contact person name	:	
	ii. Address of office (with Phone Nos, Fax Nos & Email ID)	:	
2.	Furnish following detail of the Registered Office of the Insurance Company		
	i. Contact person name	:	
	ii. Address of office (with Phone Nos, Fax Nos & Email ID)	:	
3.	Financial Limit of settlement of claim under your:		
	i. Regional Office	:	
	ii. Divisional Office	:	
	iii. Branch Office	:	
	iv PAN of the Tenderer	:	
	v. GST No. of the Tenderer	:	

1. Financial Bid-2 for price quotations shall be opened in respect of those tenderer who qualify Technical Bid-1 for specifications and other requirements.
2. Tender should be signed by the authorized person of the Insurance Company
3. Tenders containing false, incomplete and/ or inadequate information are liable to be rejected.
4. Conditional tender shall not be accepted.
5. Excess Clause to be clearly specified otherwise tender may be disqualified
6. The LNMIIT has not filed any insurance claim during the previous three years
7. The LNMIIT reserves its right to accept or reject the tenders.
8. The bases of settlement of the claim would be reinstatement value. Also, Plinth & Foundation has to be considered for full coverage under FLEXA (Fire, Lightning, Explosion, Earthquake damage) and STFI (Storm, Terrorism, Flood, Inundation).
9. To award the policy, the L1 tenderer shall be decided on the basis of the premium quoted plus the amount worked out towards the excess clause, if any,
10. The premium rate quoted by Insurance companies for this policy will be valid for one year
11. The firm has not been blacklisted by any Central Government Department/State Government Department/Central or State PSU during the course of Insurance business in India
12. In case any insurance company back out after the opening of the tender or does not agree to issue the policy after issuing of work order, it may be blacklisted by the LNMIIT.
13. The LNMIIT may not consider the tender of the insurance company whose performance has not been found satisfactory by the LNMIIT in past.

**Signature and Seal of the Tenderer
With the address of the Insurance Company**

CHECK LIST

Compact insurance and Standard Fire and Special Perils Policy (24.05.2025 to 23.05.2026)

Tenderers must check the following point before submitting the tender. Please make tick (√) Mark

Sr. No.	Details	Yes	No
1.	Whether each page of the tender form is stamped & signed by the authorized signatory		
2.	Whether the Financial Bid submitted by the Tenderer in separate Envelope		
3	No additional condition is mentioned in the tender.		
4.	Whether all the terms and conditions have been read and signed by the Tenderer		
5.	Whether all the risk including Terrorism risks & earthquake etc., given in the tender are covered in the insurance policy		
6.	Whether the name, address, phone numbers, Fax numbers of the contact persons with e-mail ID mentioned in tender		
7.	Whether the Insurance company is IRDA Approved		

Signature and Seal of the Tenderer
With the address of the Insurance Company

Commercial Bid: *(in separate sealed envelope/password protected file via email)*

Tender No.: 2025-26/Finance/2B/LNM-976

**Bid for Compact insurance and Standard Fire and Special Perils Policy
(24.05.2025 to 23.05.2026)**

(A) Compact Insurance:

Sr. No.	Coverage	Sum Insured	Premium Amount (Rs.)
1.	Building:		
	Building - Plinth & Foundations (20% of cost)		
	Building - Excluding plinth & foundations		
2	Air Conditioners		
3	Computer & Accessories		
4	Electric & Other Equipment's		
5	Furniture & Fixture		
6	Books & Stationery as per Insured's Records		
		Total	
		GST	
		Total with GST	

Total Premium in words for

(B) Standard Fire and Special Perils Policy-Building and Stocks

Sr. No.	Rate	Sum Insured	Premium Amount (Rs.)
1.	Building and Stocks - Basic Rate (%)		
2.	Add : STFI Cover (%)		
3.	Add: Terrorism Cover (%)		
4.	Add: Earthquake Cover (%)		
5.	1+2+3 + 4		
6.	Less: FEA Discount (%)		
7.	5- 6		
8.	Less: Special Discount (%)		
9.	7 - 8		
10.	Add: GST		
11.	Grand Total		

Total Premium in words for

1. The excess clause for the policy would befor the compact insurance and standard fire and special perils policy period of one year.
2. We hereby confirm that we have examined the tender documents and have understood the terms of the said tender and have thoroughly studied the requirements of CCI related to a standard fire and special perils policy with earthquake and terrorism risk (on a reinstatement basis).
3. In case of any discrepancy between the words and figures mentioned above, the amount in words shall be taken into consideration.
4. We shall make available to the LNMIIT any additional information it may find necessary or require to supplement or authenticate the Financial Bid.
5. We acknowledge the right of the LNMIIT to reject our Financial Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. We agree and understand that the Financial Bid is subject to the provisions of the Bidding Documents. In no case we shall have any claim or right of whatsoever nature if the Scope of Work is not awarded to us or our Financial Bid is not opened or rejected.
7. Taxes like GST shall be clearly mentioned. If nothing is mentioned, these charges shall be deemed included.
8. **Bid should be valid for a minimum period of 30 days. The Change in prices shall not be accepted within the validity period.**
9. The LNMIIT reserves the right to reject any quotation(s) without assigning any reasons.
10. Payment terms shall be decided mutually.
11. There should not be any conflict of interest (Declaration to be submitted by the Vendor).
12. Bid should be on the company's letterhead and should submit their bid in the LNMIIT format only
13. Vendor should provide a photocopy of the cheque/cancelled cheque while presenting the Invoice to LNMIIT.
14. **Pre-bid meetings and pre-bid site visits can be done before quoting the rate in the tender to clear up any confusion regarding project details, the scope of work, and the solicitation of documents.**

All charges applicable shall be clearly mentioned with the offer. If nothing is mentioned in the offer, the quoted price shall be treated as final, and nothing extra shall be paid extra.

Signature and Seal of the Tenderer
With the address of the Insurance Company



UNITED INDIA INSURANCE COMPANY LIMITED

JANGID BUILDING MI ROAD, JAIPUR JAIPUR, RAJASTHAN
JAIPUR - 302001 RAJASTHAN
PHONE: (0141) 2362803 FAX: EMAIL:

STANDARD FIRE AND SPECIAL PERILS POLICY
POLICY NO.:1403011124P102833711
UIN NO. IRDAN545CP0020V01200708

(DUPLICATE)

PERIOD OF INSURANCE
From 00:00 Hrs of 24/05/2024
To Midnight of 23/05/2025

Insured

M/s THE LNM INSTITUTE OF INFORMATION TECHNOLOGY
RUPA KI NANGAL, SUMEL. JAMDOLI, JAIPUR
302001
JAIPUR
RAJASTHAN

Agent Name : PRAMILA DHODHI
Agent Code : AGN0010029
Mobile/Landline Number/Email : 9602596696
PRAMILADHODHI1963@GMAIL.COM

The genuineness of the policy can be verified through "Verify Your Policy" link at www.uiic.co.in.

For any Information, Service Requests, Claim intimation and Grievances please write to 140301@uiic.co.in

Download Customer App(www.uiic.co.in). REGD. & HEAD OFFICE, 24, WHITES ROAD, CHENNAI - 600014.

Website: <http://www.uiic.co.in>

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**STANDARD FIRE AND SPECIAL PERILS POLICY
 SCHEDULE**

Policy Number	1403011124P102833711				Prev. Pol. No.		1403011123P101852624					
Insured Details	Name	M/s THE LNM INSTITUTE OF INFORMATION TECHNOLOGY / 23006550741										
	Tel (O)				Fax:			Tel (R)			Mobile	9413341246
Business / Occupation	None							Email				
Period of Insurance	From	00:00 Hrs of 24/05/2024					To		Midnight of 23/05/2025			

CO-INSURANCE DETAILS:

UIIC 140301 : 100%

Risks Covered	Risk/Rate Code No.	Block No.	Sum Insured(₹)	Premium(In ₹)
Building:	1/13	1	2,021,250,538.00	
Stocks(s)/			0.00	0.00
Contents(s):				

The risk(s) covered is / are as under

1	13	Educational and Research Institutes imparting training in various crafts(1012)
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Add on Description:	Sum Insured(₹)	Premium(₹)
Earthquake	2,021,250,538.00	
STFI Cover	2,021,250,538.00	
TerrorismCover	2,021,250,538.00	

Total Addon Premium:₹

848,925.65

Description Of Risk: Educational and Research Institutes imparting training in various crafts(1012)

Brief Description Of Risk: EDUCATIONAL INSTITUTE INCLUDES HOSTEL, MESS, HOSPITAL, RESEARCH CENTER, AUDITORIUM, STADIUM, OPEN AREA, FACILITIES AND BOUNDARY WALL, GATES, SERVENT QARTERS, STAFF QUARTERS, SWIMMING POOL AND VARIOUS TYPE OF UTILITY AREA USED FOR EDUCATIONAL AND RESIDENTIAL PURPOSE PURPOSE INCLUDING ALL FIXED ELECTRICAL, GLASS, IRON, WOODEN, SANITARY FITTINGS ETC

Occupancy Name: EDUCATIONAL INSTITUTE & UNIVERCITY

The property is situated at:

RUPA KI NANGAL, SUMEL. JAMDOLI, JAIPUR JAIPUR STATE-RAJASTHAN PIN-302004

Annual Basic Premium:	
Total Add on Premium:	
Policy Premium :	
Less Long Term Discount:	
Less Staff Discount:	
Net Premium:	
CGST(9%):	
SGST(9%):	
Stamp Duty:	
Total:	
Receipt No:	10114030124103015896
Receipt Date:	27/05/2024

Agency/Broker Code:

AGN0010029

Dev. Officer Code:

Stamp Duty Applicability : No

The Sum(s) Insured is/are as under:-

Srl.	Description Of Property	Make & Model Of Machinery	Sum Insured(₹)	Escalation Sum Insured(₹)
1	EDUCATIONAL INSTITUTE INCLUDES HOSTEL, MESS, HOSPITAL, RESEARCH CENTER, AUDITORIUM, STADIUM, OPEN AREA, FACILITIES AND BOUNDARY WALL, GATES, SERVENT QARTERS, STAFF QUARTERS, SWIMMING POOL AND VARIOUS TYPE OF UTILITY AREA USED FOR EDUCATIONAL AND RESIDENTIAL PURPOSE PURPOSE		356,062,737.00	0.00
2	EDUCATIONAL INSTITUTE INCLUDES HOSTEL, MESS, HOSPITAL, RESEARCH CENTER, AUDITORIUM, STADIUM, OPEN AREA, FACILITIES AND BOUNDARY WALL, GATES, SERVENT QARTERS, STAFF QUARTERS, SWIMMING POOL AND VARIOUS TYPE OF UTILITY AREA USED FOR EDUCATIONAL AND RESIDENTIAL PURPOSE PURPOSE INCLUDING ALL FIXED ELECTRICAL, GLASS, IRON, WOODEN, SANITARY FITTINGS ETC		1,665,187,801.00	0.00

Deductibles:	5% of claim amount subject to a minimum of INR 5 lakhs
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Voluntary Deductible Details :

AOG Perils Deductible Amount(₹)	Other Perils Deductible Amount(₹)
0.00	0.00

Total Sum Insured(₹):2,021,250,538.00
Total Sum Insured(In words): Two hundred two crores twelve lakhs fifty thousand five hundred thirty-eight rupees only

List of Add-On Covers
1 Earthquake
2 STFI Cover
3 TerrorismCover

Description Of Property Covered

1.) Location No. 1 Occupancy No. 1-

Address:RUPA KI NANGAL, SUMEL. JAMDOLI, JAIPUR JAIPUR STATE-RAJASTHAN PIN-302004

Sl.No	Constr. Type	Risk Code/ Rate Code	Description of Risk	Total Sum Insured	Basic Premium
1	Non-kutchha	1/13	Educational and Research Institutes imparting training in various crafts(1012)	2,021,250,538.00	

Break-up of Sum Insured

Sl.No	Building	Plant & Machinery	Furniture And Other Contents	Stocks	Stocks In Process	Other Specific Items
1	2,021,250,538.00	0.00	0.00	0.00	0.00	0.00

Add-On Cover Details

Sl.No	Add-On Cover	Sum Insured	Premium
1	Earthquake	2,021,250,538.00	
2	STFI Cover	2,021,250,538.00	
3	TerrorismCover	2,021,250,538.00	

The Insurance under this Policy is subject to clauses (as listed): 1.REINSTATEMENT VALUE POLICIES

Subject to the list of warranties as applicable :

Customer GST/UIN No.:	08AAATT6159R1ZL	Office GST No.:	08AAACU5552C1ZJ
SAC Code:	997137	Invoice No. & Date:	1124I102833711 & 27/05/2024
Amount Subject to Reverse Charges-NIL			

We hereby declare that though our aggregate turnover in any preceding financial year from 2017-18 onwards is more than the aggregate turnover notified under sub-rule (4) of rule 48, we are not required to prepare an invoice in terms of the provisions of the said sub-rule.
Anti Money Laundering Clause:-In the event of a claim under the policy exceeding ₹ 1 lakh or a claim for refund of premium exceeding ₹ 1 lakh, the insured will comply with the provisions of AML policy of the company. The AML policy is available in all our operating offices as well as Company's web site.

LET US JOIN THE FIGHT AGAINST CORRUPTION. PLEASE TAKE THE PLEDGE AT <https://pledge.cvc.nic.in>.

Date of Proposal and Declaration: 24/05/2024
IN WITNESS WHEREOF,the undersigned being duly authorised has hereunto set his/her hand at BO 1 JAIPUR 140301 on this 27th day of May 2024 .

For and On behalf of
United India Insurance Co. Ltd.

Affix Policy Stamp
here.

Duly Constituted Attorney(s)
Underwritten By - AMI27881 (BO UNDERWRITER) , Approved By - BHA42456(RO UNDERWRITER NEW),KRU32239(HO UNDERWRITER_FIRE)

**STANDARD FIRE AND SPECIAL PERILS POLICY
(MATERIAL DAMAGE)**

IN CONSIDERATION OF the Insured named in the Schedule hereto having paid to the United India Insurance Company Limited (hereinafter called the Company) the full premium mentioned in the said schedule, THE COMPANY AGREES, (Subject to the Conditions and Exclusions contained herein or endorsed or otherwise expressed hereon) that if after payment of the premium the Property insured described in the said Schedule or any part of such Property be destroyed or damaged by any of the perils specified hereunder during the period of insurance named in the said schedule or of any subsequent period in respect of which the Insured shall have paid and the Company shall have accepted the premium required for the renewal of the policy, the Company shall pay to the Insured the value of the Property at the time of the happening of its destruction or the amount of such damage or at its option reinstate or replace such property or any part thereof

- I. Fire :** Excluding destruction or damage caused to the property insured by
- i) its own fermentation ,natural heating or spontaneous combustion.
 - ii) its undergoing any heating or drying process.
- b) burning of property insured by order of any Public Authority.

II. Lightning

III. Explosion/Implosion : Excluding loss, destruction of or damage

- a) to boilers (other than domestic boilers), economizers or other vessels, machinery or apparatus(in which steam is generated) or their contents resulting from their own explosion/implosion,
- b) caused by centrifugal forces.

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

V. Riot, Strike and Malicious Damage: Loss of or visible physical damage or destruction by external violent means directly caused to the property insured but excluding those caused by

- a) total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.
- b) Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority.
- c) Permanent or temporary dispossession of any building or plant or unit or machinery resulting from the unlawful occupation by any person of such building or plant or unit or machinery or prevention of access to the same.
- d) Burglary, housebreaking, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any malicious act.

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

VI. Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation : Loss, destruction or damage directly caused by Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood or Inundation excluding those resulting from earthquake, Volcanic eruption or other convulsions of nature. (Wherever earthquake cover is given as an "add on cover" the words "excluding those resulting from earthquake volcanic eruption or other convulsions of nature" shall stand deleted.

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

- a) the Insured or any occupier of the premises or
- b) their employees while acting in the course of their employment.

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

- a) the normal cracking, settlement or bedding down of new structures
- b) the settlement or movement of made up ground
- c) coastal or river erosion
- d) defective design or workmanship or use of defective materials
- e) demolition, construction, structural alterations or repair of any property or ground works or excavations.

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

X. Missile Testing operations

XI. Leakage from Automatic Sprinkler Installations : Excluding loss, destruction or damage caused by

- a) Repairs or alterations to the buildings or premises
- b) Repairs, Removal or Extension of the Sprinkler Installation
- c) Defects in construction known to the Insured.

XII. Bush Fire: Excluding loss, destruction or damage caused by Forest Fire. PROVIDED that the liability of the Company shall in no case exceed in respect of each item the sum expressed in the said Schedule to be insured thereon or in the whole the total Sum Insured hereby or such other sum or sums as may be substituted therefor by memorandum hereon or attached hereto signed by or on behalf of the Company.

A) GENERAL EXCLUSIONS

1. Standard Fire and Special Perils Policy(except dwellings with individual owners)

5% of claim amount subject to a minimum of INR 5 lakhs

2. 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.
3. Loss, destruction or damage directly or indirectly caused to the property insured 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 radio active toxic, explosives or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
4. Loss, destruction or damage caused to the insured property by pollution or contamination excluding
 - a) pollution or contamination which itself results from a peril hereby insured against.
 - b) any peril hereby insured against which itself results from pollution or contamination
5. Loss, destruction or damage to bullion or unset precious stones, any curios or works of art for an amount exceeding Rs. 10000/-, goods held in trust or on commission, manuscripts, plans, drawings, securities, obligations or documents of any kind, stamps, coins or paper money, cheques, books of accounts or other business books, computer systems records, explosives unless otherwise expressly stated in the policy.
6. Loss, destruction or damage to the stocks in Cold Storage premises caused by change of temperature.
7. Loss, destruction or damage to any electrical machine, apparatus, fixture, or fitting arising from or occasioned by over-running, excessive pressure, short circuiting, arcing, self heating or leakage of electricity from whatever cause (lightning included) provided that this exclusion shall apply only to the particular electrical machine, apparatus, fixture or fitting so affected and not to other machines, apparatus, fixtures or fittings which may be destroyed or damaged by fire so set up.
8. Expenses necessarily incurred on (i) Architects, Surveyors and Consulting Engineer's Fees and (ii) Debris Removal by the Insured following a loss, destruction or damage to the Property insured by an insured peril in excess of 3% and 1% of the claim amount respectively.
9. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
10. Loss, or damage by spoilage resulting from the retardation or interruption or cessation of any process or operation caused by operation of any of the perils covered.
11. Loss by theft during or after the occurrence of any insured peril except as provided under Riot, Strike, Malicious and Terrorism Damage cover.
12. Any Loss or damage occasioned by or through or in consequence directly or indirectly due to earthquake, Volcanic eruption or other convulsions of nature.
13. Loss or damage to property insured if removed to any building or place other than in which it is herein stated to be insured, except machinery and equipment temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding 60 days.
14. 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 are excluded.

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

The Warranty also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing suppressing or in any way relating to action taken in respect of an 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 exclusion is found to be invalid or unenforceable, the reminder shall remain in full force and effect.

B) GENERAL CONDITIONS

1. THIS POLICY shall be voidable in the event of mis-representation, mis-description or non-disclosure of any material particular.
2. All insurances under this policy shall cease on expiry of seven days from the date of fall or displacement of any building or part thereof or of the whole or any part of any range of buildings or of any structure of which such building forms part.
 PROVIDED such a fall or displacement is not caused by insured perils, loss or damage which is covered by this policy or would be covered if such building, range of buildings or structure were insured under this policy.
 Notwithstanding the above, the Company subject to an express notice being given as soon as possible but not later than seven days of any such fall or displacement may agree to continue the insurance subject to revised rates, terms and conditions as may be decided by it and confirmed in writing to this effect.
3. Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the Insured, before the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the policy by or on behalf of the Company:-
 - a) If the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building insured or containing the insured property be changed in such a way as to increase the risk of loss or damage by Insured Perils.
 - b) If the building insured or containing the insured property becomes unoccupied and so remains for a period of more than 30 days. (this condition is not applicable to dwellings)
 - c) If the interest in the property passes from the insured otherwise than by will or operation of law.
4. This insurance does not cover any loss or damage to property which, at the time of the happening of such loss or damage, is insured by or would, but for the existence of this policy, be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected.
5. This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the premium at customary short period rate for

the time the policy has been in force. This insurance may also at any time be terminated at the option of the Company, on 15 days' notice to that effect being given to the Insured, on grounds of mis-representation, fraud, non-disclosure of material facts or non-cooperation of the insured, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.

6. i) On the happening of any loss or damage the Insured shall forthwith give notice thereof to the Company and shall within 15 days after the loss or damage, or such further time as the Company may in writing allow in that behalf, deliver to the Company claim in writing for the loss or damage containing as particular an account as may be reasonably practicable of all the several articles or items or property damaged or destroyed, and of the amount of the loss or damage thereto respectively, having regard to their value at the time of the loss or damage not including profit of any kind.
- b) Particulars of all other insurances, if any.
The Insured shall also at all times at his own expense produce, procure and give to the Company all such further particulars, plans, specification books, vouchers, invoices, duplicates or copies thereof, documents, investigation reports (internal/external), proofs and information with respect to the claim and the origin and cause of the loss and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of the liability of the Company as may be reasonably required by or on behalf of the Company together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.
No claim under this policy shall be payable unless the terms of this condition have been complied with.
- (ii) In no case whatsoever shall the Company be liable for any loss or damage after the expiry of 12 months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration; it being expressly agreed and declared that if the Company shall disclaim liability for any claim hereunder and such claim shall not within 12 calendar months from the date of the disclaimer have been made the subject matter of a suit in a court of law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
7. On the happening of loss or damage to any of the property insured by this policy, the Company may
 - a) enter and take and keep possession of the building or premises where the loss or damage has happened.
 - b) take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage.
 - c) keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same.
 - d) sell any such property or dispose of the same for account of whom it may Concern.

The powers conferred by this condition shall be exercisable by the Company at any time until notice in writing is given by the insured that he makes no claim under the policy, or if any claim is made, until such claim is finally determined or withdrawn, and the Company shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to the Insured or diminish its rights to rely upon any of the conditions of this policy in answer to any claim. If the insured or any person on his behalf shall not comply with the requirements of the Company or shall hinder or obstruct the Company, in the exercise of its powers hereunder, all benefits under this policy shall be forfeited.
The Insured shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not.
8. If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under the policy or if the loss or damage be occasioned by the willful act, or with the connivance of the Insured, all benefits under this policy shall be forfeited.
9. 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.
If in any case the Company shall be unable to reinstate or repair the property hereby insured, because of any municipal or other regulations in force affecting the alignment of streets or the construction of buildings or otherwise, the Company shall, in every such case, only be liable to pay such sum as would be requisite to reinstate or repair such property if the same could lawfully be reinstated to its former condition.
10. If the property hereby insured shall at the breaking out of any fire or at the commencement of any destruction of or damage to the property by any other peril hereby insured against be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of the policy shall be separately subject to this condition.
11. 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.
12. 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.
13. If any dispute or difference shall arise as to the quantum to be paid under this policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as hereinbefore provided, if the Company has disputed or not accepted liability under or in respect of this policy.
It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this policy that the award by such arbitrator/arbitrators of the amount of the loss or damage shall be first obtained.
14. Every notice and other communication to the Company required by these conditions must be written or printed.
15. At all times during the period of insurance of this policy the insurance cover will be maintained to the full extent of the respective sum insured in consideration of which upon the settlement of any loss under this policy, pro-rata premium for the unexpired period from the date of such loss to the expiry of period of insurance for the amount of such loss shall be payable by the insured to the Company. 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.

Stock Warranty

At all times during the currency of this policy the insured should have a good internal audit and accounting procedure under which the amount at risk (pertaining to stock) stored at each location can be established at any particular time. The liability for stocks will only be admitted, if the Insured is regularly maintaining and is able to produce, at the time of loss assessment, the stock register (manual and/or Computerized records, in the form of any SAP or ERP platform) No claim for stocks shall be admissible, if this warranty is not complied with. In case the property insured is a Customs Bonded warehouse then it is warranted that no claim will be payable under the policy, if any non-dutiable item other than those admissible under Customs Act, 1962 are stored.

Testing and Commissioning Clause

It is hereby noted and agreed that this insurance does not cover destruction or damage to property in course of construction or erection, dismantling, revamp or undergoing testing or commissioning including mechanical, performance testing and any business interruption resulting therefrom. Acceptance of property hereon is subject to satisfactory completion of the following procedures:

a. Mechanical completion including testing.

b. Testing and commissioning.

c. Official acceptance by the insured following formal hand over certificate procedure. (It being understood that no equipment faults or punch list items affecting operation integrity of the plant are outstanding, unless otherwise agreed by insurers). Testing to 100% of design capacity maintained by each separate unit in a stable and controlled manner for a continuous ongoing period of minimum 72 hours.

d. Fire Suppression and detection system are operational.

In the event that compliance with b,c,d will be deferred upon mechanical completion or testing, such alternative procedures which will be adopted prior to the attachment under the policy shall be agreed upon between the Insurer and the Insured on a case to case basis and the attachment of risk under the policy shall be subject to the approval of the insurer. Proviso: This exclusion does not apply to on-going maintenance/schedule turnaround. This exclusion also does not apply to revamp work subject, however, to the maximum contract value as declared within the Property in the course of construction Extension of the individual policies.

Communicable Disease Exclusion Clause:-

1. Notwithstanding any provision, clause or term of the Policy, to the contrary, it is declared and/or clarified that nothing in the Policy shall be construed as covering loss, cost, damage, liability, claim, fines, penalty or expense or any other amount of whatsoever nature, whether directly or indirectly and/or in whole or in part, related to, caused by, contributed to by, resulting from, as a consequence of, attributable to, arising under, out of or in connection with, or in any way involving (this includes all other terms commonly used and/or understood to reflect or describe nexus and/or connection from one thing to another whether direct or indirect):

1.1 a Communicable Disease including fear and/or threat thereof (whether actual or perceived), the actual or alleged transmission thereof, regardless of any other cause or event having occurred or contributed thereto either concurrently or in any sequence

1.2 a pandemic or epidemic, whether declared by the World Health Organisation or any governmental authority.

2. As used herein, Communicable Disease means: any infectious, contagious or communicable substance or agent and/or any infectious, contagious or communicable disease which can be caused and/or transmitted by means of substance or agent where:

2.1 the disease includes, but is not limited to an illness, sickness, condition or an interruption or disorder of body functions, systems or organs, and

2.2 the substance or agent includes, but is not limited to, a virus, bacterium, parasite, other organism or other micro-organism (whether asymptomatic or not); including any variation or mutation thereof, whether deemed living or not, and

2.3 the method of transmission, whether direct or indirect, includes but not limited to, airborne transmission, bodily fluid transmission, transmission through contact with human fluids, waste or the like, transmission from or to any surface or object, solid, liquid or gas or between organisms including between humans, animals, or from any animal to any human or from any human to any animal, and

2.4 the disease, substance or agent is such:

2.4.1 that causes or threatens damage or can cause or threaten damage to human health or human welfare, or

2.4.2 that causes or threatens damage to or can cause or threaten damage to, deterioration to, contamination of, loss of value of, loss of marketability of or loss of use or usefulness of, tangible or intangible property. For avoidance of doubt, Communicable Disease includes but is not limited to Coronavirus Disease 2019 (Covid -19) and any variation or mutation thereof.

3. For further avoidance of doubt, any contingent or other business interruption loss, cost, damage, loss of income, loss of use, increased cost of working and/or extra expense arising out of or attributable to:

3.1 any partial or complete closure of and/or slowdown in, including but not limited to any closure by or under the advisories of public, military, government or civil authorities, or any prevention/denial of access to insured premises, or customer and or supplier premises (including service / utility providers), or

3.2 change in consumer behaviour, or

3.3 an absence of infected employees or employees suspected of being infected shall not be covered by this Insurance Contract.

4. For still further avoidance of doubt, loss, cost, damage, liability, claim, fines, penalty or expense or any other amount excluded hereby, includes but is not limited to any cost to identify, clean-up, detoxify, disinfect, decontaminate, mitigate, remove, evacuate, repair, replace, monitor, sanitize or test:

(1) for a Communicable Disease or

(2) any tangible or intangible property covered by this Insurance Contract that is affected by such Communicable Disease.

5. It is clarified that

(1) no other prior, concurrent or subsequent provision, clause, term or exception of this Insurance Contract (including (but not limited to) any prior, concurrent or subsequent endorsement and/or any provision, clause, term, buy back or exception that operates, or is intended to operate, to extend the coverage of, or protections provided by, this Insurance Contract by whatever name called like any coverage extension, additional coverage, global extension, exception to any exclusion);

(2) any change in the law, clause or similar provision;

(3) any follow the fortunes clause or similar provision; and/or

(4) no change in the law or any regulation (to the extent permitted by applicable law), shall operate to provide any Insurance, coverage or protection under this Insurance Contract that would otherwise be excluded through the exclusion set forth in this Endorsement Clause.

6. If the Insurer alleges that by reason of this Endorsement, any amount is not covered by this Insurance Contract, the burden of proving to the contrary shall be upon the Insured.

Clauses:-

REINSTATEMENT VALUE POLICIES

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

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

SPECIAL PROVISIONS

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

ADD ON COVERS**EARTHQUAKE(Fire and Shock)**

Policy may be extended to cover the above subject to following endorsement wordings:

If option to delete STFI peril is exercised

"In consideration of the payment by the Insured to the Company of the sum of ₹ [REDACTED] as additional premium, it is hereby agreed and declared that notwithstanding anything stated in the printed exclusions of this policy to the contrary, this Insurance is extended to cover loss or damage (including loss or damage by fire) to any of the property Insured by this policy occasioned by earthquake including Landslide / Rockslide resulting therefrom but excluding flood or overflow of the sea, lakes, reservoirs and rivers caused by Earthquake.

Provided always that all the conditions of this policy shall apply (except in so far as they may be hereby expressly varied) and that any reference therein to loss or damage by fire shall be deemed to apply also to loss or damage directly caused by any of the perils which this insurance extends to include by virtue of this endorsement."

If option to delete STFI peril is not exercised

In consideration of the payment by the Insured to the Company of the sum of ₹ [REDACTED] additional premium, it is hereby agreed and declared that notwithstanding anything stated in the printed exclusions of this policy to the contrary, this Insurance is extended to cover loss or damage (including loss or damage by fire) to any of the property Insured by this policy occasioned by or through or in consequence of earthquake including flood or overflow of the sea, lakes, reservoirs and rivers and/or Landslide / Rockslide resulting therefrom.

Terrorism Damage Cover Endorsement (Material Damage only)**INSURING CLAUSE**

Subject otherwise to the terms, exclusions, provisions and conditions contained in the Policy and in consideration of the payment by the Insured to the Company of additional premium as stated in the Schedule, it is hereby agreed and declared that notwithstanding anything stated in the 'Terrorism Risk Exclusion' of this Policy to the contrary, this Policy is extended to cover physical loss or physical damage occurring during the period of this Policy caused by an act of terrorism, subject to the exclusions, limits and excess 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 organisation(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

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

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

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

LOSSES EXCLUDED

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

1. loss by seizure or legal or illegal occupation;
2. loss or damage caused by:
 - (i) voluntary abandonment or vacation,
 - (ii) confiscation, commandeering, nationalisation, requisition, detention, embargo, quarantine, or any result of any order of public or government authority, which deprives the Insured of the use or value of its property;
3. loss or damage arising from acts of contraband or illegal transportation or illegal trade;
4. loss or damage directly or indirectly arising from or in consequence of the seepage and or discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment;
5. loss or damage arising directly or indirectly from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind;
6. loss or damage arising directly or indirectly from or in consequence of asbestos emission, release, discharge, dispersal or escape or asbestos exposure of any kind;

7. any fine, levy, duty, interest or penalty or cost or compensation/damages and/or other assessment which is incurred by the Insured or which is imposed by any court, government agency, public or civil authority or any other person;
8. loss or damage by electronic means including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon. This exclusion shall not operate to exclude losses (which would otherwise be covered under this Policy) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile;
9. loss or damage caused by vandals or other persons acting maliciously or by way of protest or strikes, labour unrest, riots or civil commotion;
10. loss or increased cost occasioned by any public or government or local or civil authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any property insured hereunder;
11. any consequential loss or damage, loss of use, delay or loss of markets, loss of income, depreciation, reduction in functionality, or increased cost of working;
12. loss or damage caused by factors including but not limited to cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service;
13. loss or increased cost as a result of threat or hoax;
14. loss or damage caused by or arising out of burglary, house-breaking, looting, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any action taken in respect of an act of terrorism;
15. loss or damage caused by mysterious disappearance or unexplained loss;
16. loss or damage directly or indirectly caused by mould, mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health;
17. total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.

LIMIT OF INDEMNITY

The limit of indemnity under this cover shall not exceed the Total Sum Insured given in the Policy Schedule or INR 15,000,000,000 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 15,000,000,000. If the actual aggregate loss suffered at one compound/location is more than INR 15,000,000,000, the amounts payable under 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 25,000,000

CANCELLATION CLAUSE

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

(ARCHIVED. SIGNATURE NOT REQUIRED.)



UNITED INDIA INSURANCE COMPANY LIMITED

JANGID BUILDING MI ROAD, JAIPUR JAIPUR, JAIPUR, RAJASTHAN
JAIPUR - 302001 RAJASTHAN

(0141) 2362803

FAX: EMAIL:

COMPACT INSURANCE POLICY

(A Package Policy for Commercial Establishments)

POLICY NO.:1403012624P102883359

(DUPLICATE)

PERIOD OF INSURANCE
from 00:00 hrs of 24/05/2024
to midnight of 23/05/2025

Insured

M/s THE LNM INSTITUTE OF INFORMATION TECHNOLOGY

RUPA KI NANGAL, SUMEL. JAMDOLI, JAIPUR

JAIPUR

RAJASTHAN - 302001

Agent Name

: PRAMILA DHODHI

Agent Code

: AGN0010029

Mobile/Landline Number/Email

9602596696

PRAMILADHODHI1963@GMAIL.COM

The genuineness of the policy can be verified through "Verify Your Policy" link at www.uiic.co.in.

For any Information, Service Requests, Claim intimation and Grievances please write to 140301@uiic.co.in

Download Customer App(www.uiic.co.in). REGD. & HEAD OFFICE, 24, WHITES ROAD, CHENNAI - 600014.

Website: <http://www.uiic.co.in>

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UNITED INDIA INSURANCE COMPANY LIMITED

COMPACT INSURANCE POLICY

POLICY SCHEDULE

Policy Number	1403012624P102883359	Previous Policy No	1403012623P101852809
Insured Details	Name/ID M/s THE LNM INSTITUTE OF INFORMATION TECHNOLOGY / 23006550741		
	Tel. (O): 2362803	Tel.(R)	Fax
	Email	Mobile 9413341246	
	Business/Occupation	None	
Period Of Insurance	From 00:00 Hrs of 24/05/2024	To	Midnight of 23/05/2025

CO-INSURANCE DETAILS:	UIIC 140301 : 100%
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Basis of valuation opted for Section I (A) : No

Section No.	Description of property				Sum Insured ₹	Premium(₹)								
I. Fire & Allied Perils	A. Building Description : Contents Description : ON INSURANCE OF AIR CONDITIONERS RS. 111832145/-, ON COMPUTERS & ACCESSORIES RS. 199427343 /-, ON ELECTRIC & OTHER EQUIP. RS. 264843936/-, ON FURNITURE & FIXTURES RS. 198953645/-, ON BOOKS & STATIONERY RS. 15963652/- TOTAL RS. 791020721/-, Terrorism cover opted for 2024-25 policy period. C. Tenant's Legal Liability				0.00									
II. Burglary & House breaking	<table><tr><th>Serial No.</th><th>Description</th><th>Sum Insured (₹)</th></tr><tr><td>1</td><td>ON INSURANCE OF AIR CONDITIONERS RS. 111832145/-, ON COMPUTERS & ACCESSORIES RS. 199427343 /-, ON ELECTRIC & OTHER EQUIP. RS. 264843936/-, ON FURNITURE & FIXTURES RS. 198953645/-, ON BOOKS & STATIONERY RS. 15963652/- TOTAL RS. 791020721/-, Terrorism cover opted for 2024-25 policy period.</td><td>791020721</td></tr></table>				Serial No.	Description	Sum Insured (₹)	1	ON INSURANCE OF AIR CONDITIONERS RS. 111832145/-, ON COMPUTERS & ACCESSORIES RS. 199427343 /-, ON ELECTRIC & OTHER EQUIP. RS. 264843936/-, ON FURNITURE & FIXTURES RS. 198953645/-, ON BOOKS & STATIONERY RS. 15963652/- TOTAL RS. 791020721/-, Terrorism cover opted for 2024-25 policy period.	791020721				
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III. Electrical & Mechanical Appliances	<table><tr><th>Item</th><th>Serial No.</th><th>Year of Mfg</th><th>SI(₹)</th></tr><tr><td>A.C AND AIR COOLING SYSTEMS and other elctetric equipments.</td><td>1</td><td>2008</td><td>376,676,081.00</td></tr></table>				Item	Serial No.	Year of Mfg	SI(₹)	A.C AND AIR COOLING SYSTEMS and other elctetric equipments.	1	2008	376,676,081.00		
Item	Serial No.	Year of Mfg	SI(₹)											
A.C AND AIR COOLING SYSTEMS and other elctetric equipments.	1	2008	376,676,081.00											
IV. Electronic Appliances	<table><tr><th>Item</th><th>Serial No.</th><th>Year of Mfg</th><th>SI(₹)</th></tr><tr><td>COMPUTERS AND ACCESSORIES.</td><td>1</td><td>0</td><td>199,427,343.00</td></tr></table>				Item	Serial No.	Year of Mfg	SI(₹)	COMPUTERS AND ACCESSORIES.	1	0	199,427,343.00		
Item	Serial No.	Year of Mfg	SI(₹)											
COMPUTERS AND ACCESSORIES.	1	0	199,427,343.00											
V. Money Insurance	In transit (Maximum Limit per carrying) In Safe In Till													
VI. Personal Accident					0.00									
VII. Infidelity / DisHonesty of employees					0.00									
VIII. Legal Liability	A. Towards Third Parties AOA = AOY = Sum Insured													
IX. Employee Compensation	B. Towards Employees				0.00									
X. Fixed Glass/ Sanitary Fittings					0.00									
XI.					0.00									

Neon/Glow Sign/Hoarding			
XII. Baggage Insurance		0.00	0.00
XIII. Loss of Profit		0.00	0.00
XIV. Students Safety Insurance		0.00	0.00
XV. Professional Indemnity		0.00	0.00
XVI. Occupants Benefits		0.00	0.00
XVII. Cover for Additional Rent for Alternative Accommodation		0.00	0.00
Total Premium of Sections Add : Premium for endorsements Endt. No. Endorsements	Total Premium of		
(I)	Sub Total		
Less : Renewal Discount renewal.....	Discount		
(II)	Sub Total		
Less : Section Discount for No.of Section / Endorsement covered Discount..... %			

Coverage Details

Cover	Sum Insured(₹)	Premium(₹)
Earthquake Cover	791,020,721.00	
Electrical And Mechanical Appliances Cover	376,676,081.00	
Money in Till or Counter	5,000.00	
Electronic Appliances Cover	199,427,343.00	
Burglary And Housebreaking Cover	791,020,721.00	
Public Liability Cover	10,000,000.00	
Fire Basic Cover Contents	791,020,721.00	
TerrorismCover	791,020,721.00	
Tenants Legal Liability Cover	10,000.00	
Money in Transit	510,000.00	
Money in Safe or Steel Cupboards or Cash Box Cover	500,000.00	
STFI Cover	791,020,721.00	

Sectionwise Terrorism Details

Section Name	SI(₹)	Premium(₹)
Section 1 Fire And Allied Perils	791,020,721.00	

Premium	:	₹	
CGST(9%)	:	₹	
SGST(9%)	:	₹	
Stamp Duty	:	₹	
Total	:	₹	
Receipt Number	:		10114030124103066960
Receipt Date	:		28/05/2024

Agency/Broker Code:	AGN0010029
Dev Officer/Agent Name:	PRAMILA DHODHI

- NOTE
1. Section /Renewal Discounts are applicable on all sections / endorsements except Sections I, III, IV,VIII and Endorsement B.
 2. Section I is compulsory. The policy should be taken for a minimum of 5 Sections including Section.I.
 3. Premium Receipt No 10114030124103066960 Dt 28/05/2024

Customer GST/UIN No.:	08AAATT6159R1ZL	Office GST No.:	08AAACU5552C1ZJ
SAC Code:	997139	Invoice No. & Date:	2624I102883359 & 28/05/2024
Amount Subject to Reverse Charges-NIL			

We hereby declare that though our aggregate turnover in any preceding financial year from 2017-18 onwards is more than the aggregate turnover notified under sub-rule (4) of rule 48, we are not required to prepare an invoice in terms of the provisions of the said sub-rule.

Anti Money Laundering Clause:-In the event of a claim under the policy exceeding ₹ 1 lakh or a claim for refund of premium exceeding ₹ 1 lakh, the insured will comply with the provisions of AML policy of the company. The AML policy is available in all our operating offices as well as Company's web site.

LET US JOIN THE FIGHT AGAINST CORRUPTION. PLEASE TAKE THE PLEDGE AT <https://pledge.cvc.nic.in>.

Date of Proposal and Declaration : 24/05/2024

IN WITNESS WHEREOF, the undersigned being duly authorised has hereunto set his/her hand at BO 1 JAIPUR 140301 on this 27th day of May , 2024 .

For and On behalf of
United India Insurance Co. Ltd.



Duly Constituted Attorney(s)
Underwritten By - AMI27881 (BO UNDERWRITER) , Approved By - BHA42456(RO UNDERWRITER NEW)

Important

This Policy covers Offices and Establishment (non-manufacturing) for which Standard Fire & Special Perils Policy is issued. This Policy does not cover Shops, Godowns and Warehouses per se unless they are incidental to the activities of the establishment covered hereunder. The Company's liability under each Section of the Schedule and Endorsement, if any attached to this Policy shall be limited to the Sum Insured under that Section or Endorsement as the case may be unless specified otherwise. This Document of Insurance shall, in conjunction with the proposal form, Schedule and Endorsements, if any be read as one document.

Preamble

The insured having applied to United India Insurance Co. Ltd. (Referred to as the Company) for this insurance by submitting a proposal which (in addition to standard format of the company also includes any additional written statements and information supplied) shall be the basis of and incorporated in this contract and having paid the premium, the company will provide insurance cover as described in the following paragraphs during the period, for the sums insured and for subject matter stated in the Schedule.

Operative Clause

NOW THIS POLICY WITNESSES THAT arising out of the operation of an insured peril, during the Policy Period, if there is a loss damage to the property insured; Injury sustained; expense incurred/liability attached - as the case may be, the company hereby agrees to indemnify the insured to the extent and in the manner specified herein.

SECTION I - Fire & Allied Perils Sub Section I A (Building):

1. Definition:

a) Building:

1. Building means structure above plinth and foundation.
2. Building shall also include connected utilities, sanitary fittings, fixtures and fittings belonging to the insure as well as that for which he is responsible.

b) Class 'A' construction :

Buildings shall have external wall(s) of stone/bricks/concrete blocks/asbestos sheets cladding and/or metal she cladding glass panel/partly or fully open sided and roof of RCC/masonry/asbestos concrete sheet/metal sheets/tile: wooden shingles or boarding on RCC/steel/wooden frame work.

N.B

1. Thin layer of grass hay or reeds on incombustible roofing is permitted under class A construction.
2. Use of thermosetting resin fibre glass reinforced sheets is permitted for Skylights under class A construction.

c) Reinstatement Value:

It is the cost of replacing or reinstating on the same site, property of the same kind or type but not superior to or more extensive than the insured property when new.

d) Market Value:

It is the Replacement Value less depreciation.

2. what is covered

- a) Buildings of class "A" construction only excluding cost of land.
- b) The cost of removal of debris of the insured property affected, dismantling or demolishing, shoring or propping up of the portion or portions of the property insured damaged or destroyed by specified perils subject to a maximum of 10 % of the sum insured for this sub section provided it is declared for insurance and the additional premium paid.
- c) The cost of Architects, Surveyors and Consulting Engineer fees for plans, specifications, tenders, quantities and service in connection with the superintendence of the reinstatement of damage to the building insured under this policy. However, this will not include any costs in connection with Insured's claim or estimate of loss in the event of damage by Insured perils.
- d) The additional cost of reinstatement of property damaged during currency of policy by insured perils to comply with the building or other Regulations under or framed in pursuance of any Act of Parliament or with Bye-Laws of any Municipal or local Authority provided that notice thereunder has not been served on the Insured before occurrence of damage.

3. Perils covered (As per SFSP Policy)

- a) Loss or damage due to Fire, Lightning, Explosion/implosion
- b) Bursting and overflowing of water tanks, apparatus or pipes

- c) Aircraft or articles dropped therefrom
- d) Riot, Strike or Malicious Act and Terrorist damage
- e) Earthquake, Fire and / or shock subsidence and Landslide (including Rockslide) damage
- f) Flood, Inundation, Storm, Tempest, Typhoon, Hurricane, Tornado or cyclone
- g) Impact Damage by any rail/road vehicle or Animal.
- h) Missile Testing Operations
- i) Bush Fire
- j) Leakage from Automatic Sprinkler Installations

4. Exclusions

1. Damage occasioned by or through or in consequence of subterranean Fire
2. Damage to property occasioned by its own undergoing any heating or drying process
3. Damage to any electrical machine apparatus fixture or fitting (including electrical fans, electrical appliances) or to any portion of electrical installation, arising from or occasioned by over-running, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity from whatever cause (lightning included) provided that this exemption will apply only to the particular electrical machine, apparatus, fixtures, fittings or portion of electrical installation which may be destroyed or damaged by fire so set up.
4. Damage to property by members including partners of the insured's business or profession or household acting as principal or accessory provided that this exclusion will not apply to (d) in Perils covered column.
5. The first 5% of each and every claim subject to a minimum of Rs.10,000/-.
6. Loss, destruction or damage directly or indirectly caused to the property insured by Nuclear perils.
7. Loss, destruction or damage directly or indirectly caused by war or warlike perils.
8. Loss, destruction or damage caused to the Insured property by pollution and contamination.
9. Loss, destruction or damage to bullion or unset precious stones, any curios or works of art for an amount exceeding Rs.10,000/- manuscripts, plans, drawings, securities, obligations and documents of any kind, stamps coins or paper money, cheques, books of accounts or other business books, computer systems records, explosives unless otherwise expressly stated in the policy.
10. All other exclusions as per SFSP Policy.

5. Basis of Indemnity

- a) The indemnity shall be on the basis of Reinstatement Value or Market Value as the case may be as opted by the Insured at the time taking this Insurance.
- b) In the event of the property covered suffering damage during the currency of the Policy by any of the specified perils covered, the company will pay the amount of the damage or at its option replace or repair such damage.
- c) If the property hereby insured under this sub-section shall, at the breaking out of any fire or at the commencement of any destruction or damage to the property by any other peril hereby insured against, be collectively of greater value than the sum insured for this sub-section, then the insured shall be considered as being his own insurer for the difference and shall bear a ratable portion of the loss accordingly. Provided however, that if the sum insured hereby on the property insured shall at the breaking out of such fire or at the commencement of such destruction or damage be not less than 85% (eighty five percent) of the collective value of the property insured, this condition shall be of no purpose and effect."

Sub Section IB (Contents including incidental stock)

1. Definition; Contents

Contents shall include that belonging to the Insured and that for which he is Responsible. Contents may include stock if the same does not exceed 10 % of the value of the total contents for coverage under this sub-section.

2. What is covered :

- a) The contents of the insured premises described in detail in the schedule belonging to the insured or for which he is responsible.

Items declared for coverage under Section IV are not required to be covered under this Sub-Section.

- b) Contents belonging to the insured when temporarily removed from the premises for a period not exceeding 60 (Sixty) days only but remaining within India for an amount not exceeding 5 % of the total sum insured for contents subject to a maximum of Rs 20.000/-.
- c) Stock incidental to the trade for an amount not exceeding 10% of the total sum insured for contents under this section.
- d) The cost of removal of debris of the insured property affected subject to a maximum of 10 %, of the sum insured for this sub section shall be covered in addition to the above provided it is specifically declared for insurance and the additional premium paid.

3. Perils covered Same as in Section I A

4. Exclusions

- 1. Exclusions 1 to 4 as in Sub-section I (A).
- 2. Damage to livestock, motor vehicle.
- 3. Money, securities for money, stamps, bullion, bonds, bills of exchange, promissory notes, stock and share certificates, unset precious stones and jewellery and valuables pedal cycles unless specifically declared.
- 4. Erasure or breakdown of information contained in data carrying materials and/or consequential loss "of any description.

5. Sum Insured: The basis of valuation shall be on Market Value basis as defined in Sub-Section HA).

6. Basis of Indemnity

- a) The indemnity shall be on the basis of Market Value. (Defined in Sub-Section I (A)
- b) In the event of the contents covered suffering damage during the currency, of the policy by any of the specified perils covered, the company will pay the amount of the damage or at its option replace or repair such damage.
- c) If the property hereby insured under this sub-section shall, at the breaking out of any fire or at the commencement of any destruction of or damage to the property by any other peril hereby insured against, be collectively of greater value than the sum insured for this sub-section, then the insured shall be considered as being his own insurer for the difference and shall bear a ratable portion of the loss accordingly. Provided however, that if the sum insured hereby on the property insured shall at the breaking out of such fire or at the commencement of such destruction or damage be not less than 85% (eighty five percent) of the collective value of the property insured, this condition shall be of no purpose and effect.

Sub Section IC (Tenant's Legal Liability) :

(Applicable only if the insured is a tenant of the building)

1. What is Covered

Insured's Legal Liability as Tenants of the Insured Premises (but not as Owner of the Insured Premises) for damage to the buildings of the Offices and landlord's fixture and fittings.

2. Perils covered Same as in Sub-Section IB.

3. Exclusions Same as in Sub-Section IB

4. Sum Insured The basis of valuation shall be Market Value as defined Sub-Section I (A).

5. Basis of Indemnity

- a) The indemnity shall be on the basis of Market Value.
- b) The liability of the Company shall be limited to 10 % (Ten percent) of the Sum Insured on Contents (excluding incidental stock) in respect of each occurrence of Damage but not exceeding in aggregate 25 % (twenty five percent) of the Sum Insured on contents (excluding incidental stock) for all events during the Policy period.

SECTION II ' Contents - Burglary & Housebreaking

1. Definition Burglary & Housebreaking:

The term means theft involving entry into or exit from the insured premises by Forceful and violent means or following assault or violence or threat thereof to the insured or any employees of the insured or member of the Insured's family or any person residing lawfully in the insured premises.

2. What is covered

- a) The contents of the insured premises described in detail in the schedule belonging to the insured or for which he is responsible.

Items declared for coverage under Section IV are not required to be covered under this Sub-Section.

- b) Damage to the insured premises and/or safe resulting from Burglary and/or Housebreaking or any attempt thereat subject to a maximum of 5 % of the Sum Insured for this Section.

3. Perils Covered Loss or damage by burglary and / or house breaking.

4. Exclusions

1. Loss or damage where any employee of the Insured or member of the Insured's family is involved as principal or accessory,
2. Loss of or damage to livestock, motor vehicles.
3. Loss of or damage to money, securities for money stamps, bullion deeds, bonds, bills of exchange, promissory notes, stock and share certificates, business books, manuscripts, documents of any kind unset precious stones and jewellery and valuables, and pedal cycles unless specifically declared.
4. Loss of money and/or other property abstracted from safe following the use of key to the said safe or any duplicate thereof belonging to the Insured unless such key has been obtained by assault or violence or any threat thereat.

5. Sum Insured: The basis of valuation shall be Market Value as defined in Sub-Section 1(A).

6. Basis of Indemnity

- a) The indemnity shall be on the basis of Market Value (Defined in Sub-Section 1 (A)).
- b) In the event of the contents covered suffering damage during the currency of the policy by any of the specified perils covered, the company shall pay the amount of the damage or at its option replace or repair such damage.
- c) If the property hereby insured under this Section shall, at the breaking out of any fire or at the commencement of any destruction of or damage to the property by any other peril hereby insured against, be collectively of greater value than the sum insured for this Section, then the insured shall be considered as being his own insurer for the difference and shall bear a ratable portion of the loss accordingly.

Section in - Mechanical & Electrical Appliances

1. What is covered:

All electrical and/or mechanical appliances, apparatus, gadgets and/or any electrical or mechanical installation **other than Diesel generator Sets** pertaining to Insured's business/trade described in detail in the schedule while contained or fixed in the insured premises.

2. Perils Covered

Loss or damage due to unforeseen and sudden accidental physical damage caused by and / or solely due to the mechanical and / or electrical breakdown.

3. Exclusions

1. loss or damage caused by or arising out of willful act or gross negligence of the Insured.
2. Gradually developing flaws, defects, cracks or partial fractures in any part not necessitating immediate stoppage although at some future time repair or replacement of the parts affected may be necessary.
3. Deterioration of or wearing away or wear-out of any item caused by or naturally resulting from normal use of exposure.
4. Loss or damage due to faults existing at the time of commencement of this insurance and Known to the Insured regardless of whether such faults or defects were known to the company or not.
5. Loss or damage for which the manufacturer or supplier of the property is responsible either by law or under contract
6. Cost of transport to the repair shop and back to the insured's premises of any insured item arising out of any damage to such item
7. Loss of or damage to any insured item by perils which are insurable under other Section of this Policy

4. Sum insured:

The Sum Insured in respect of each item specified in the Schedule shall be equal to the **cost of replacement** of such item by new item of the same kind and capacity which shall mean its replacement cost including freight, customs duties and other dues if any and erection cost provided they are included in the sum insured.

5. Basis of Indemnity:

1. Where damage to an insured item can be repaired the Company will pay expenses necessarily incurred to restore the damaged item 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 custom duties and other dues if any to the extent such expenses have been included in the Sum Insured.

No deduction shall be made towards depreciation in respect of parts replaced except for parts with limited life of use but the value of salvage will be taken into account.
2. If the cost of repair equals or exceeds the actual value of the insured item immediately before the occurrence of the damage then the settlement shall be made on the basis provided for in (3) below:
3. In case of total loss claims, the company will pay actual value of the item immediately before the occurrence of the damage including cost of ordinary freight, erection and custom duties if any provided such expenses have been included in Sum Insured. Such actual value is to be calculated by deducting 10 % depreciation per year from replacement value of item since the date of manufacture. The maximum depreciation however shall not exceed 50% of the replacement value of the item in respect of which a total loss is admitted under the policy.
4. If the sum insured is less than the amount required" to be insured the company will pay for the damage in such proportion as the sum insured bears to the amount required to be insured. Every item if more than one shall be subject to this condition separately.

6. Excess:

The insured shall bear upon himself 1% of the sum insured in respect of each item or the sum of Rupees Two hundred and fifty (Rs. 250/- only) whichever is higher of each and every loss or damage in respect of which a claim is admitted under the policy.

7. Warranty:

It is warranted that ALL electrical, mechanical appliances, apparatus, gadgets and/or electrical/mechanical installations other than Diesel Generating sets in the insured premises shall be covered WITHOUT SELECTION under this section. If at the time of claim, it is found that this warranty has not been complied with, then the condition ftp.4 under "Basis of Indemnity" of this section shall apply.

Section IV - Electronic appliances:

1. What is covered:

- a) Electronic appliances, apparatus, gadgets, electronic medical equipment and/or any electronic installation pertaining to Insured's trade/business described in detail in the schedule while contained in or fixed at the insured premises.
- b) Portable Computers/Cellular phones/mobile professional instruments specified in the schedule and belonging to insured and in the personal custody of insured, his employee or director whilst anywhere in the world, provided they are carried as accompanied baggage.
- c) Data carrying materials and data contained in or on such data carrying materials and/or Software/Computer Programs (other than own/in-house developed Software/Computer Programs) to the extent specifically declared for insurance and mentioned in the Schedule.

2. Perils Covered Loss or damage due to any cause other than those specifically excluded.

3. Exclusions

1. Damage caused by any faults or defects existing at the time of commencement of present insurance within the knowledge of insured or his representatives whether such faults or defects were known to the Company or not.
2. Willful act or willful negligence of the insured or his representative.
3. Loss arising out of cessation of work whether total or partial
4. Derangement of the Insured property not accompanied by damage covered under this policy
5. Loss of or damage to the property covered under this policy falling under the terms of the Maintenance agreement. Such exclusions will also apply to parts exchanged in course of such maintenance operations.
6. Damage due to defects of design material or workmanship or otherwise for which the manufacturer or supplier of the insured items is responsible either by law or under contract of any amount recoverable under the terms of the Maintenance agreement.
7. Damage to or consequent upon wear and tear, gradual deterioration, atmospheric or climatic conditions, rust, corrosion moth, vermin or insect.
8. Loss due to mysterious disappearance and / or whilst left in unattended vehicles in respect of cellular phones, portable computers and other mobile equipment.

9. Loss or damage to own/in-house developed software.

4. Sum Insured:

It is a requirement under this section that, the sum insured in respect of each item specified in the Schedule shall be equal to the cost of replacement of such item \ by new item of the same kind and capacity which shall mean its replacement cost including freight, dues and custom duty if any and also cost of erection.

5. Basis of Indemnity:

1. Where damage to an insured item can be repaired the Company will pay expenses necessarily incurred to restore the damaged item to its former state of serviceability or pay the actual value of item immediately before occurrence of the loss, if the cost of repair exceeds or equals the actual value of machinery.
2. The company will also pay cost of dismantling and re-erection incurred for purpose of effecting repairs, ordinary freight to and from a repair shop and customs duties and other dues provided they are included in the sum insured. ;
3. No deduction shall be made towards depreciation in respect of parts replaced except for parts with limited life of use but the value of salvage will be taken into account. However, in case of payment of total loss of entire equipment, proper depreciation will be deducted from replacement value of items.
4. In respect of data carrying material or data which is irretrievably lost and replaced/ reproduced within 12 months after the occurrence, the company shall pay only the expenses incurred for replacing/reproducing the lost or damaged data carrying material/data by new data carrying material/data.
5. In case of rotating anode X Ray tubes with lead sealed exposure counters for diagnostic equipment installed in Hospitals/nursing Homes, the indemnification shall be limited to the actual value of the item immediately prior to the occurrence of the loss/damage. This shall include ordinary freight, erection costs and customs duties and dues, if any. The actual value is determined as under:

Number of Exposures	Actual Value in % of new replacement value
< 10,000	100
< 12,000	90
< 14,000	80
< 16,000	70
< 19,000	60
< 22,000	50
< 26,000	40
< 30,000	30
< 35,000	20
< 40,000	10
> 40,000	0

- 6) Excess: 10% of the claim amount subject to a minimum of Rs. 1,000/- (Rupees One thousand only) for each and every occurrence of damage.
- 6. Warranty:**
- a) It is warranted that ALL electronic appliances, apparatus, gadgets, electronic installations in the, insured premises shall be covered WITHOUT SELECTION under this section.
 - b) It is warranted that IN RESPECT OF ELECTRONIC INSTRUMENTS / EQUIPMENT FOR MEDICAL, SURGICAL AND DENTAL PURPOSES the Maintenance Agreement 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 operation as well as from ageing Provided that this warranty shall not apply if the additional premium as required by the Company is paid by the insured before the commencement of this Insurance for deletion of this warranty.

Section V - Money Insurance :

1. Definition:

Money: Money shall mean cash, coins, currency notes, cheques. Postal Orders, Money Orders, Bank Drafts, Pay Orders, Postage Stamps etc.

Safe: Safe shall also include Cupboards, Almirahs and Cash Boxes made of steel" and is of standard make secured with Standard Locking System.

2. What is covered:

Money relating to profession or business while in

- a) transit from and to the insured premises described in the schedule,
- b) Safe installed at the insured premises,

- c) Till at the insured premises.

3. Perils Covered : Loss due to accident or misfortune

4. Exclusions

1. Shortage of money due to error or omission
2. Loss of money entrusted to any person other than insured, authorised employee of insured or directors
3. Loss arising from fraud or dishonesty of any director or cash carrying employee of the insured unless such loss is dis covered within 48 hours of its occurrence.
4. Loss of money extracted from safe following the use of Key to the said safe or any article thereof belonging to the insured unless such key has been obtained by assault or threat thereof.

5. Sum Insured: The Sum Insured specified in the Schedule under this Section is the maximum value of money in the possession of the Insured at any one time during the Policy Period. In the case of Money in transit, the single carrying limit is the Sum Insured mentioned in the Schedule under this Section.

6. Warranty:

- a)
- It is warranted that the insured shall maintain a complete account of cash in Safe, Cupboards, Gash Box under lock and key secured in some places other than the place where the money covered is kept and the liability of the Company shall be limited to the account actually shown by such records not exceeding the amount stated in the schedule under this section.
- b)
- It is also warranted that money collected by the Insured or the authorised employee/s of the Insured whilst in transit to the Insured premises or bank shall not be in their personal custody for more than 48 hours.

7. Condition:

- 1)
- If the Sum Insured is less than the amount required to be insured, the Company will pay for the loss in such proportion as the sum insured bears to the amount required to be insured.
- 2)
- 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 be reasonably be required by the Company in connection with such proceedings and in the event of any or all of the money being recovered. It shall be imperative upon the Insured to refund to the Company such a proportion of the sum allowed by way of compensation as the amount recovered bears to the total money lost.

Section VI - Personal Accident

1. Definition:

a) Insured Person:

The Insured or any director or employee of the Insured aged between 18 years and 70 years permanently working with the Insured at office as stated in the Schedule.

b) Physical Separation:

For the purpose of items 2 and 3 of Table of Benefits, this shall mean separation at or above wrist and/or of the foot at or above ankle respectively.

2. What is Covered:

- 1.
- This section covers the insured person(s) towards bodily injury solely and directly caused by accidental, violent, external and visible means resulting in death or disablement within 12(twelve) calendar months of occurrence of such injury.
- 2.
- This section also reimburses, in the event of the death of the Insured Person due to injury caused solely and directly by accidental, violent, external and visible means outside his/her residence, the expenses incurred for transportation of Insured person's dead body to the place of residence subject to a maximum of Rs 2,500/-.
- 3.
- This section further pays, in the event of death or permanent total disablement of the Insured Person caused solely and directly by accidental, violent, external and visible means, compensation towards Education Fund for the dependent children as below:
- a)
- This benefit is applicable only in case where CSI is Rs 1,00,000/- and above.
- b)
- If the Insured Person has one dependent child below the age of 23 years who is pursuing studies, an amount of Rs 5,000/- is paid.

c)

If the Insured Person has more than one dependent child below the age of 23 years who are pursuing studies, an amount of Rs 10,000/- is paid Provided that the age limit of 23 years shall apply on the date of accident and not at the beginning of the policy year.

3. Perils covered Death / disablement solely and directly caused by accidental, violent, external and visible means

4. Exclusions

1. Compensation under more than one of the items (I) to (4) of the table of benefits in respect of the same period of disablement.
2. Any payment in case of more than one claim under the policy during any one period of Insurance by which the maximum liability of the Company in that period would exceed the sum payable under benefit (1) of the table of benefits.
3. Payment of compensation in respect of Death, injury or disablement of the Insured (i) from intentional self injury suicide or attempted suicide, (ii) whilst under the influence of intoxication liquor or drugs , (iii) whilst engaging in Aviation or whilst mounting into, dismounting from or travelling in any aircraft anywhere in the world (iv) directly or indirectly caused by venereal diseases or insanity, (v) arising or resulting from the Insured committing any breach of the law with criminal intent.
4. Death or disablement resulting directly or indirectly caused by contributed to or aggravated or prolonged by childbirth or pregnancy or in consequence thereof.
5. **Capital Sum Insured:** The Capital Sum Insured (CSI) is the maximum liability of the Company under this Section which shall not exceed 5 (five) times the annual income of the Insured person.

6. Basis of Settlement:

Table of Benefits	Percentage of Capital Sum Insured (CSI) as per schedule of this policy
1. Death	100%
2. Total and irrecoverable loss of	
i) Sight of both eyes or of the actual loss by physical separation of the two entire hands or two entire feet or one entire hand and one entire foot or of such loss of sight of one eye and such loss of the one entire hand or one entire foot.	100%
ii) Use of two hands of two feet or of one hand and one foot or such loss of sight of one eye and such loss of use of one hand or one foot.	
3. Total and irrecoverable loss of	
i) the sight of one eye or the actual loss by physical separation of one entire hand or one entire foot.	50%
ii) use of hand or a foot without physical separation	50%
iii) hearing (both ears)	50%
4. Permanent total and absolute Disablement disabling the insured person from engaging in any employment or occupation of any description whatsoever	100%

Section VII - Infidelity/Dishonesty of employees

1. **Definition: Insured:** In this Section means any person, partnership firm or any body of persons whether incorporated or not with whom employee who is included in the Section has a contract of service.

Employee: Employee means any person (other than a person whose employment is of a casual 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 the Insured.
2. **What is covered:** Direct pecuniary loss sustained by reason of any act or fraud/dishonesty committed by any employee in the course of his duty.
3. **Perils covered:** Direct pecuniary loss caused by act of fraud or dishonesty.
4. **Exclusions:** As discussed in the Column "Conditions" under this Section.
5. **Conditions:**
 - a) It is a condition under this Policy that
 - i) The loss shall have occurred in connection with his occupation/duties by reason of any act or fraud or dishonesty committed after the commencement of this Policy and during its uninterrupted continuance thereof, by the employee of the Insured and be discovered during the continuance of this Policy or within twelve (12) calendar months after the death, dismissal or retirement of

such person or twelve (12) months after this policy shall have ceased to exist whichever of these event shall happen first.

ii) The liability of the company in respect of any one person or all persons so employed and in respect of all losses in any one period of insurance is limited to the sum set opposite in the Schedule

b) The following conditions are precedent to a claim to become payable under this section :

i) In the event of loss the Insured shall at once give notice to the police and take all practicable steps for discovering and punishing the guilty persons and for tracing and recovering the property lost and shall be bound to satisfy the Company that the loss claimed for has actually arisen from one of the causes Insured against.

ii) It is also provided and declared that the Company shall not be liable for any act or default of such employee done or omitted to be done after the discovery by the Insured of any act of forgery, embezzlement, larceny or fraudulent conversion on the part of such employees.

iii) The Insured shall if and when required by the Company but at the expense of the Company if a conviction be obtained use all diligence in prosecuting any of the employee to conviction for any act or default which such employee shall have committed and in consequence of which a claim shall have been made under this policy and shall at the company's expense give all information and assistance to enable the company to sue for and obtain reimbursement by any such employee by reason of whose acts of defaults claim has been made or by the estates of such employee or any moneys which the Company shall have become liable to pay in respect thereof.

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

Section VIII - Legal Liability

A) Towards Third Parties:

1. Definition:

Injury: Injury means death, bodily injury, illness or disease of or to any person.

Damage: Damage means actual and/or physical damage to tangible property.

Pollution: Pollution means pollution or contamination of the atmosphere or of any water land or other tangible property.

Product: 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 staff benefit.

Policy Period: Policy period means the period commencing from effective date and hour as shown in the Policy Schedule and terminating at midnight on the expiry date as shown in the Policy Schedule.

Period of Insurance: Period of Insurance means the period commencing from the retroactive date and terminating on the expiry date as shown in the Policy Schedule.

Accident: Accident means a fortuitous event or circumstance which is sudden, unexpected and unintentional including resultant continuous, intermittent or repeated exposure arising out of the same fortuitous event or circumstance.

Premises: Premises shall be deemed to include pipelines running outside the premises for discharge of treated effluents at a disposal point situated within a distance one kilometer from the premises. "

Retroactive Date: This date will coincide with the date of commencement of the first policy as long as the policy has been renewed without any break. When there is a break, the retroactive date shall commence from the date of renewal of the policy.

2. What is covered:

This sub section covers insured's legal liability (other than liability under the Public Liability Insurance Act, 1991 or any other Statute based on the Doctrine of Liability) to pay compensation including Claimant's costs, fees and expenses anywhere in India, in accordance with Indian Law.

The Indemnity only applies to claims arising out of accidents occurring in the Insured Premises during the Period of Insurance first made in writing against the Insured during the policy period and the Insured is indemnified for and/ or arising out of Injury and/or Damage but only against claims arising out of or in accordance with the business specified in the Schedule and not against claims arising out of or in connection with:

- a) Pollution howsoever caused unless specifically covered
- b) Any product.

3. Perils covered

Legal liability of the insured towards third party described in detail under What is covered column of this sub-sections.

4. Exclusions

1. Any compensation for death of or bodily injury to any member of insured person's family, partners, managerial staff, contractor's employees or damage to property belonging to or in the custody of or control of insured or insured person's family, partner, directors, managerial staff, employees and contractor's employees.
2. Liability assumed by agreement unless such liability would have attached to the insured notwithstanding such agreement.
3. Injury or damage caused by or resulting from anything sold, supplied, installed, erected, repaired, altered or treated and/ or due to professional advice rendered by the insured or by any person on behalf of the insured other than food or beverages sold or supplied by the insured as a service to the employees or visitors for consumption in the office.
4. Accidents directly or indirectly caused by, traceable to, arising out of the ownership, possession or the custody by or on behalf of insured of animals, vehicles, aircrafts; ships, boats or crafts of any kind.
5. Liability arising out of loss of pure financial nature such as loss of goodwill, loss of market etc.
6. liability arising out of all personal
 - a) injuries such as libel, slander, false arrest, wrongful eviction and detention, deformation and mental injury arising or shock resulting there from.
 - b) infringement of plans, copyright, patent, tradesman, trademark, registered design.
7. Any fines, penalties, punitive or exemplary damage or any other resulting from the multiplication of compensatory damage.
8.
 - a) Damage to property owned, leased and hired or under hire purchase or on loan to the insured or otherwise in the insured's care custody and control other than the premises (or the contents thereof) temporarily occupied by the insured for work thereon or other property temporarily in the insured's possession for work therein (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) Employee's and visitors clothing's and personal effect.
9. Transportation of materials and/or hazardous/dangerous substances outside insured's premises.

5. Excess:

0.5 % of the limit of indemnity per any one accident, subject to a maximum of Rs 3,00,000/- (Rupees Three Lakhs only) and a minimum of Rs 2,000/- (Rupees Two Thousand only). The excess is applicable to both property damage claims and death/bodily injury claims inclusive of defence costs arising out of any one accident.

B) Towards Employees:

1. Definition :

Injury: Injury means death, bodily injury, illness or disease of or to any person.

2. What is covered:

This sub section covers insured's legal liability to employees (listed in the schedule) under Fatal Accident Act 1855/ Workmen's Compensation Act 1923 or any amendments thereto prior to issuance of this policy and Common Law to pay compensation in respect of accidental death or injury sustained during the currency of the policy arising out of or during the course of his employment with the insured in the business or profession described in the schedule within India. In addition to the compensation as stated above, the company will also pay claimant's cost, fees, and expenses and defence costs with its consent in defending any claim for such liability subject to a maximum of Rs 50,000/-

3. Perils Covered

Legal Liability of the Insured towards his employees described in detail under "What is Covered" column of this sub-section.

4. Exclusions:

1. Any interest and/or penalty imposed on the insured on account of failure to comply with the requirements laid down under WC Act 1923 and subsequent amendments of the said Act.
2. The insured's liability to employees of contractors to the insured.
3. Any liability of the insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
4. Any sum which the insured would have been entitled to recover from any party but for an agreement between the insured and such party.

Section IX - Fixed Glass/Sanitary fittings

1. Definition:

Glass: Glass means fixed plain glass and mirrors in or on the insured premises excluding painting, tinting, embossing or ornamental works on the glass.

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

2. What is covered: This Section covers

- a) Fixed plate glasses and sanitary fittings
- b) Frames or framework
- c) Lettering consequent upon the breakage of glasses

2. Perils covered : Loss or damage due to accidental breakage

3. Exclusions: Loss or damage due to

- 1. Breakage or damage during removal, alterations and/or repairs in or about the office premises
- 2. Disfiguration or scratching or damage of glass sanitary fittings other than the fracture extending through the entire thickness of glass, sanitary fittings.
- 3. Breakage of glass, sanitary fittings which are not completely and securely fixed
- 4. Damage consequent upon interruption or delay of business or other damage or injury arising from breakage of glass, sanitary fittings or during replacement thereof.
- 5. Glass / Sanitary fittings already damaged at the commencement of the Policy.

5. Sum Insured:

Sum insured shall be on Reinstatement Value basis as defined in Sub-Section I (A).;

6. Basis of indemnity:

Basis of indemnity shall be on Reinstatement Value. If the sum insured is less than the replacement value of property then the insured shall be considered his own insurer for the difference between sum insured and cost of replacement and accordingly shall bear a ratable proportion of the damage. Each insured item if more than one, shall be separately subject to this condition.

7. Excess:

5% of the claim amount subject to a minimum of Rs 500/- per claim.

Section X - neon Sign/Glow Sign/Hoarding

1. What is covered:

This Section covers neon sign and/or Glow sign and/or Hoarding belonging to the insured.

2. Perils Covered

Loss or damage due to a) accidental external means; b) fire, lightning, external explosion; c) theft of whole sign d) Riot, Strike, Malicious Damage,- e) Storm, Tempest, Flood and Inundation, rain hail, flood and bad weather.

3. Exclusions: Loss or damage due to

- 1) Fusing or burning out of any bulb and/or tubes arising from short circuiting or arcing or any other mechanical or electrical breakdown or faults.
- 2) The action of sun (resulting in wear and tear)

4. Sum Insured:

Sum insured shall be on Market Value basis as defined in Sub-Section 1 (A).

5. Basis of indemnity:

Basis of indemnity shall be on Market Value. If the sum insured is less than the Market Value of the property at the time of loss, then the insured shall be considered his own insurer for the difference between sum insured and the Market Value and accordingly shall bear a ratable proportion of the damage. Each insured item if more than one, shall be separately subject to this condition.

6. Excess: 10% of the claim amount subject to a minimum of Rs 1000/- per claim.

General Conditions

1. All communications required by this policy shall be in writing to the policy issuing office.
2. The insured shall take all reasonable care and precautions to protect the insured property to prevent all accidents and minimise any loss after an insured peril operates.
3. The insured shall also maintain all records and books of accounts reasonably required in an accurate manner.
4. All cover under this policy shall cease if any alteration be made whereby the risk of damage or injury is increased until such alteration shall be agreed by the company in writing.
5. If any claim is in any respect fraudulent or if any fraudulent means or devices are used by the insured or anyone acting on behalf of the insured to obtain any benefit under this policy or if any loss or damage is occasioned by the wilful act or with the connivance of insured, all benefits under this policy shall be forfeited.
6. If at the time any claim arises under this policy, there shall be in force any other insurance covering the same property, interest or liability, the company shall not be liable to pay more than its rateable proportion of such claim. This however does not apply to Section VI - Personal Accident
7. "The Insured shall take due care to describe the insured property. In the event of any misrepresentation or non-disclosure of material fact or adoption of fraudulent means to obtain any benefit, the policy shall be void without any refund of premium.
8. The Company may at any time cancel the Policy on grounds of misrepresentation, fraud, non-disclosure of material fact or non-cooperation by the insured by sending fifteen days notice in writing by Registered A/D to the insured at his last known address in which case the Company shall return to the insured a proportion of the last premium corresponding to the unexpired period of insurance if no claim has been paid under the policy. The insured may at any time cancel this policy and in such event the Company shall allow refund of premium at Company's short period rates provided no claim has occurred upto the date of cancellation.
9. Immediate intimation must be given to the policy issuing office in the event of loss followed by such other details and documentation as the insurer may require for processing the claim.
10. The insured shall comply with all statutory or other regulations and will employ only competent employees. The insured shall observe all manufacturer's instructions concerning:
 - a) the inspection of machinery, plant, equipment and apparatus
 - b) the safety of persons or property
11. No sum payable under this policy shall carry any interest or penalty.
12. Reinstatement of Sum Insured (Applicable to Sections I, II, III, IV, V, IX and X only): Immediately upon the happening of any loss or damage as described in the Policy, Total 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 the Company's liability in respect of any further loss or damage occurring during the current period of Insurance unless the Company consents, upon payment of additional premium to reinstate the full sum insured.
13. Complaint to Police Authorities is mandatory for loss occurring due to burglary/ housebreaking or attempt thereof and any other loss/damage caused by third parties. The insured shall render full co-operation to the Authorities in prosecuting and convicting of any employee for acts of fraud / dishonesty resulting in a claim under the policy.
14. The company at its option pay for or reinstate or repair the property up to the amount specified in the policy or actual loss whichever is less, subject to admissibility and substantiation of the loss to the satisfaction of the insurer
15. All aspects as to arbitration agreement, appointment of arbitrator/s, terms of reference, award, its effect etc will be in accordance with the provisions of Arbitration and Conciliation Act, 1996 (with amendments, if any).
16. This policy does not cover

- a) loss or damage due to war and/or warlike perils, nuclear and/or atomic radiation
- b) loss or damage due to wear and tear, gradual deterioration or slowly developing flaws
- c) Consequential loss of any kind
- d) Loss of or damage caused by or due to action of any lawfully constituted authority or Government body
- e) Loss or damage for which the manufacturer or supplier or repairer or transporter or any other third party is responsible either by law or by contract

17. The due observance and fulfillment of the terms and conditions of this policy in so far as they relate to any anything to be done or complied with by the insured shall be a condition precedent to any liability of the company to make any payment under this policy.

Communicable Disease Exclusion Clause:-

1. Notwithstanding any provision, clause or term of the Policy, to the contrary, it is declared and/or clarified that nothing in the Policy shall be construed as covering loss, cost, damage, liability, claim, fines, penalty or expense or any other amount of whatsoever nature, whether directly or indirectly and/or in whole or in part, related to, caused by, contributed to by, resulting from, as a consequence of, attributable to, arising under, out of or in connection with, or in any way involving (this includes all other terms commonly used and/or understood to reflect or describe nexus and/or connection from one thing to another whether direct or indirect):

1.1 a Communicable Disease including fear and/or threat thereof (whether actual or perceived), the actual or alleged transmission thereof, regardless of any other cause or event having occurred or contributed thereto either concurrently or in any sequence

1.2 a pandemic or epidemic, whether declared by the World Health Organisation or any governmental authority.

2. As used herein, Communicable Disease means: any infectious, contagious or communicable substance or agent and/or any infectious, contagious or communicable disease which can be caused and/or transmitted by means of substance or agent where:

2.1 the disease includes, but is not limited to an illness, sickness, condition or an interruption or disorder of body functions, systems or organs, and

2.2 the substance or agent includes, but is not limited to, a virus, bacterium, parasite, other organism or other micro-organism (whether asymptomatic or not); including any variation or mutation thereof, whether deemed living or not, and

2.3 the method of transmission, whether direct or indirect, includes but not limited to, airborne transmission, bodily fluid transmission, transmission through contact with human fluids, waste or the like, transmission from or to any surface or object, solid, liquid or gas or between organisms including between humans, animals, or from any animal to any human or from any human to any animal, and

2.4 the disease, substance or agent is such:

2.4.1 that causes or threatens damage or can cause or threaten damage to human health or human welfare, or

2.4.2 that causes or threatens damage to or can cause or threaten damage to, deterioration to, contamination of, loss of value of, loss of marketability of or loss of use or usefulness of, tangible or intangible property. For avoidance of doubt, Communicable Disease includes but is not limited to Coronavirus Disease 2019 (Covid -19) and any variation or mutation thereof.

3. For further avoidance of doubt, any contingent or other business interruption loss, cost, damage, loss of income, loss of use, increased cost of working and/or extra expense arising out of or attributable to:

3.1 any partial or complete closure of and/or slowdown in, including but not limited to any closure by or under the advisories of public, military, government or civil authorities, or any prevention/denial of access to insured premises, or customer and or supplier premises (including service / utility providers), or

3.2 change in consumer behaviour, or

3.3 an absence of infected employees or employees suspected of being infected shall not be covered by this Insurance Contract.

4. For still further avoidance of doubt, loss, cost, damage, liability, claim, fines, penalty or expense or any other amount excluded hereby, includes but is not limited to any cost to identify, clean-up, detoxify, disinfect, decontaminate, mitigate, remove, evacuate, repair, replace, monitor, sanitize or test:

(1) for a Communicable Disease or

(2) any tangible or intangible property covered by this Insurance Contract that is affected by such Communicable Disease.

5. It is clarified that

(1) no other prior, concurrent or subsequent provision, clause, term or exception of this Insurance Contract (including (but not limited to) any prior, concurrent or subsequent endorsement and/or any provision, clause, term, buy back or exception that operates, or is intended to operate, to extend the coverage of, or protections provided by, this Insurance Contract by whatever name called like any coverage extension, additional coverage, global extension, exception to any exclusion);

(2) any change in the law, clause or similar provision;

(3) any follow the fortunes clause or similar provision; and/or

(4) no change in the law or any regulation (to the extent permitted by applicable law), shall operate to provide any Insurance, coverage or protection under this Insurance Contract that would otherwise be excluded through the exclusion set forth in this Endorsement Clause.

6. If the Insurer alleges that by reason of this Endorsement, any amount is not covered by this Insurance Contract, the burden of proving to the contrary shall be upon the Insured.

Terrorism Damage Cover Endorsement (Material Damage only)

INSURING CLAUSE

Subject otherwise to the terms, exclusions, provisions and conditions contained in the Policy and in consideration of the payment by the Insured to the Company of additional premium as stated in the Schedule, it is hereby agreed and declared that notwithstanding anything stated in the 'Terrorism Risk Exclusion' of this Policy to the contrary, this Policy is extended to cover physical loss or physical damage occurring during the period of this Policy caused by an act of terrorism, subject to the exclusions, limits and excess 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 organisation(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

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

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

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

LOSSES EXCLUDED

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

1. loss by seizure or legal or illegal occupation;
2. loss or damage caused by:
 - (i) voluntary abandonment or vacation,
 - (ii) confiscation, commandeering, nationalisation, requisition, detention, embargo, quarantine, or any result of any order of public or government authority, which deprives the Insured of the use or value of its property;
3. loss or damage arising from acts of contraband or illegal transportation or illegal trade;
4. loss or damage directly or indirectly arising from or in consequence of the seepage and or discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment;
5. loss or damage arising directly or indirectly from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind;
6. loss or damage arising directly or indirectly from or in consequence of asbestos emission, release, discharge, dispersal or escape or asbestos exposure of any kind;
7. any fine, levy, duty, interest or penalty or cost or compensation/damages and/or other assessment which is incurred by the Insured or which is imposed by any court, government agency, public or civil authority or any other person;
8. loss or damage by electronic means including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon. This exclusion shall not operate to exclude losses (which would otherwise be covered under this Policy) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile;
9. loss or damage caused by vandals or other persons acting maliciously or by way of protest or strikes, labour unrest, riots or civil commotion;
10. loss or increased cost occasioned by any public or government or local or civil authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any property insured hereunder;
11. any consequential loss or damage, loss of use, delay or loss of markets, loss of income, depreciation, reduction in functionality, or increased cost of working;
12. loss or damage caused by factors including but not limited to cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service;
13. loss or increased cost as a result of threat or hoax;
14. loss or damage caused by or arising out of burglary, house-breaking, looting, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any action taken in respect of an act of terrorism;
15. loss or damage caused by mysterious disappearance or unexplained loss;
16. loss or damage directly or indirectly caused by mould, mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health;
17. total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.

LIMIT OF INDEMNITY

The limit of indemnity under this cover shall not exceed the Total Sum Insured given in the Policy Schedule or INR 15,000,000,000 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 15,000,000,000. If the actual aggregate loss suffered at one compound/location is more than INR 15,000,000,000, the amounts payable under 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 25,000,000

CANCELLATION CLAUSE

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

EARTHQUAKE(Fire and Shock)

Policy may be extended to cover the above subject to following endorsement wordings:

If option to delete STFI peril is exercised

"In consideration of the payment by the Insured to the Company of the sum of ₹ [REDACTED] as additional premium, it is hereby agreed and declared that notwithstanding anything stated in the printed exclusions of this policy to the contrary, this Insurance is extended to cover loss or damage (including loss or damage by fire) to any of the property Insured by this policy occasioned by earthquake including Landslide / Rockslide resulting therefrom but excluding flood or overflow of the sea, lakes, reservoirs and rivers caused by Earthquake.

Provided always that all the conditions of this policy shall apply (except in so far as they may be hereby expressly varied) and that any reference therein to loss or damage by fire shall be deemed to apply also to loss or damage directly caused by any of the perils which this insurance extends to include by virtue of this endorsement."

If option to delete STFI peril is not exercised

In consideration of the payment by the Insured to the Company of the sum of ₹ [REDACTED] additional premium, it is hereby agreed and declared that notwithstanding anything stated in the printed exclusions of this policy to the contrary, this Insurance is extended to cover loss or damage (including loss or damage by fire) to any of the property Insured by this policy occasioned by or through or in consequence of earthquake including flood or overflow of the sea, lakes, reservoirs and rivers and/or Landslide / Rockslide resulting therefrom.

For United India Insurance Co. Ltd

Authorised Signatory

(ARCHIVED. SIGNATURE NOT REQUIRED.)