

ZK - 24-25/v1

Fire Secure Add On Cover Wordings

1. MOLTEN MATERIAL SPILLAGE COVER

In consideration of the payment of the after-mentioned additional premium shown in the policy/the Endorsement, it is hereby agreed and declared that, subject to the conditions of the Policy, the policy extends to cover physical loss or damage to property excluding cost of molten material serving business operations that arises without the occurrence of fire as a result of the spillage or leakage of glowing molten material from container or lines.

Physical loss or damage shall not include damage to containers, unless such damage is caused by spilled glowing molten material acting from the outside.

The indemnity provided herein shall be subject to the limit of indemnity as specified in The Schedule.

Provided also that, no liability shall attach under this extension, had there been any claim due to molten material spillage during the 2 years period preceding this policy period.

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

2. LOSS MINIMIZATION EXPENSES

This Policy includes expenses for loss minimisation necessarily incurred by the Insured to prevent any aggravation of an Insured Loss following a loss or damage at any Insured's Premises specified in the Schedule, including moving / shifting of property if this contributes to loss minimisation, subject to a limit per loss as per schedule.

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

3. BRAND / TRADEMARKS

It is hereby agreed and declared that in the event of loss or damage by a peril insured against the property bearing a brand or trademark or which in any way carries or implies the guarantee or responsibility of the manufacturer or Insured, the salvage value of such damaged property shall be determined after removal in the customary manner of all such brands or trademarks or other identifying characteristics.

The Insured shall have full right to the possession of all goods involved in any loss under this policy and shall retain control of all damaged goods. The Insured, exercising reasonable discretion, shall be the sole judge as to whether the goods involved in any loss under this policy are fit for consumption and no goods so deemed by the Insured to be unfit for consumption shall be sold or otherwise disposed of except by the Insured or with the Insured's consent but the Insured shall allow Insurers any salvage obtained on the sale or other disposition of such goods.

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

4. SUE AND LABOUR CHARGES

In consideration of the payment of additional premium, it is hereby agreed and declared that in case of loss or damage, or imminent loss or damage, to the Contract Works insured hereunder due to a cause indemnifiable under the Policy, it shall be lawful and necessary for the Insured, their factors, servants and assigns, to sue, labour, and travel for in and about the defence safeguard and recovery of the Property Insured hereunder or any part thereof without prejudice to this insurance, to the charges whereof the Company shall contribute according to the rate and quantity of the loss amount indemnifiable hereunder by the Company or which would have been indemnifiable hereunder by the Company but for the actions of the Insured; nor shall such acts of the Insured or Company in recovering saving and preserving Property Insured in case of loss or damage be considered a waiver or an acceptance of abandonment.

In the case of imminent loss or damage the Insured shall take such action as they consider prudent to prevent or reduce loss of or damage to the Contract Works and shall inform the Insurers as soon as practicable thereafter.

The liability of the Company under this Endorsement shall not increase the Limit of Liability stated in the Policy Declarations and shall be subject to the Deductibles applicable in accordance with the General Conditions specified in the Policy.

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

5. CLAIMS PAYMENT ON ACCOUNT

It is hereby declared and agreed that all claims to be paid to the Insured within reasonable time after receipt of satisfactory documentation and determination of the quantity of the loss presented by the loss adjusters and agreed by the Company. In the event of indemnifiable loss or damage payment on account will be made by the Company as early as possible on request if this is approved by the Company and where the liability has been established in a preliminary loss report and accepted by the Company.

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

6. 72 HOURS CLAUSE

Windstorm

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

Each loss by windstorm shall constitute a single claim hereunder; provided, if more than one windstorm shall occur within any period of seventy two (72) hours during the term of this Policy such windstorm shall be deemed to be a single windstorm within the meaning thereof.

Official recognised Authority (or as agreed between The Insurer and The Insured) will elect the moment from which each of the aforesaid periods of seventy two (72) hours shall be deemed to have commenced but no two such seventy two (72) hour periods shall overlap.

Earthquake

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

Any and all losses caused by earthquake shall constitute a single loss hereunder provided that more than one earthquake shock occurring within any seventy two (72) hour period during the Period of Insurance of this Policy shall be deemed to be a single earthquake within the meaning thereof.

Official recognised Authority (or as agreed between The Insurer and The Insured) will elect the moment from which each of the aforesaid periods of seventy two (72) hours shall be deemed to have commenced but no two such seventy two (72) hours periods shall overlap.

Flood

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

Each loss caused by flood and all losses caused by flood within a seventy-two (72) hours period shall be deemed to constitute a single loss.

Official recognised Authority (or as agreed between The Insurer and The Insured) will elect the moment from which each of the aforesaid periods of seventy two (72) hours shall be deemed to have commenced but no two such seventy two (72) hours periods shall overlap.

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

7. INVOLUNTARY BETTERMENT/ TECHNOLOGICAL ADVANCEMENT

Notwithstanding Condition of Reinstatement, In the event that new Property Insured of like kind and quality is not obtainable Property Insured which is as similar as possible to that which has sustained Damage and which is capable of performing the same function shall be deemed to be new Property Insured of like kind and quality and in no event shall this be considered as a betterment to the Insured.

In the event of replacement with new Property Insured the Insurer will pay the cost of purchasing and installing technologically current Property Insured which is necessitated by incompatibility between

- 1) new Property Insured installed to replace Property Insured which has sustained Damage
- and
- 2) existing Property Insured which has not incurred Damage at the same or an interdependent location

Provided always that

- (a) Damage was directly caused to the Property Insured
- (b) the Insurer shall be liable only for the amount sufficient to enable the Insured to resume operations in substantially the same manner as before the Damage
- (c) the Insurer shall be liable for only the difference between
 - (i) the highest sales value of the existing Property Insured which has not incurred Damage at the same or interdependent location and
 - (ii) the installed cost of the technologically current Property Insured
- (d) the liability of the Insurer shall not exceed the Inner Limit of Liability stated in the Specification

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

8. PARTS UNDAMAGED CLAUSE

It is hereby agreed and declared that, the policy stands extended to include replacement of undamaged parts also in the machinery subject to condition that,

- a) Such replacement of undamaged part is necessary to avoid the recurrence of the damage as may be certified by Surveyor
- b) Prior approval from the insurer is taken for such replacement
- c) By such replacement of undamaged part, there is no technical improvement in performance, capacity or output.

This is payable only if there is an admissible claim under the main Policy. The claim subject to limit of overall Sum Insured of the machinery/equipment.

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

9. DECONTAMINATION AND COST OF CLEAN UP EXPENSES

In consideration of the payment of additional premium, it is agreed and understood that, if the insured property is contaminated as a direct result of physical damage insured by this policy and there is in force at the time of loss any law or ordinance regulating contamination, including but not limited to the presence of pollution or hazardous material, then this policy covers as a direct result of enforcement of such law or ordinance, the increased cost of decontamination and/or removal of such contaminated insured property in a manner to satisfy such law or ordinance.

This additional coverage applies only to that part of insured property so contaminated as a direct result of insured physical damage. The company is not liable for the costs required for removing contaminated uninsured property nor the contaminant therein or thereon, whether or not contamination results from an insured event.

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

10. ACCIDENTAL DAMAGE COVER

In consideration of the payment of additional premium, it is hereby declared and agreed that the policy is extended to cover direct loss or damage to the property described in the Schedule due to accident from any fortuitous cause subject to the terms, conditions and exclusions herein. The limit of indemnity shall not exceed the limit specified in the Schedule against this extension.

Below exclusions will be applicable to this coverage in addition to the policy exclusions

1. Loss, destruction or damage to bullion or unset precious stones, any curios or works of art, manuscripts, plans, drawings, securities, obligations or documents of any kind, stamps, coins or paper money, cheques, books of accounts or any other business books, computer systems records, explosives unless otherwise expressly mentioned in the policy.
2. Loss, destruction or damage to the insured property premises caused by change of temperature.
3. Loss or damage by spoilage resulting from the retardation or interruption or cessation of any process or operation caused by operation of any of the perils covered.
4. Damage to belts, ropes, chains, rubber tyres, dies, moulds, cutters or exchangeable tools, engraved or impression cylinders or rolls; object which are brittle in nature and all operating media (e.g.- lubricants, fuel, catalyst, refrigerant, dowtherm), felts, endless conveyor belts or wires, sieves, fabrics, heat resisting and anti-corrosive linings, packing materials, parts not made of metal (except insulating material) and non-metallic linings or coatings of metal parts unless caused by Fire, lightning, riot, strike, malicious damage, storm, tempest, flood or inundation.
5. Loss or damage by electrical/mechanical/electronic derangement or breakdown.
6. Loss or damage due to termites, moths, insect, vermin, inherent vice, fumes, flaws, latent defects, fluctuations in atmospheric or climatic conditions.
7. Loss or damage due to collapse, settlement or bedding down, ground heave or cracking of structures or the removal or weakening of support to an insured property.
8. Loss, destruction or damage caused by
 - a. corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin or Insects
 - b. change in temperature colour, flavour, texture or finish
 - c. joint leakage failure of welds cracking fracturing collapse or overheating of boilers economizers, superheaters pressure vessels or any range of steam and feed piping in connection therewith
 - d. mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which the breakdown or derangement originates
9. Loss, destruction or damage due to Burglary, theft, and/or any attempts thereat
10. Breakage, cracking, or scratching of crockery, glass, cameras, binoculars, lenses, sculptures, curios, pictures, musical instruments, sports gear, and other similar articles of brittle or fragile nature;
11. Loss or damage to Property in transit
12. Loss, destruction or damage caused by
 - a. Shortage in supply or delivery of materials, or shortage due to clerical or accounting error
 - b. any wilful act or wilful negligence on the part of the Insured or any other person acting on his behalf

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

11. DEWATERING EXPENSES

In consideration of the payment of additional premium, it is hereby declared and agreed that the Policy covers costs and expenses necessarily and reasonably incurred for dewatering, including shafts and underground following an event which is not specifically excluded hereunder.

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

12. ACCOUNTS RECEIVABLE

This Policy covers any shortage in the collection of accounts receivable, resulting from insured physical loss or damage to accounts receivable records, including accounts receivable records stored as electronic data, while anywhere within this Policy's TERRITORY, including while in transit. The Company will be liable for the interest charges on any loan to offset impaired collections pending repayment of such sum uncollectible as the result of such loss or damage. Unearned interest and service charges on deferred payment accounts and normal credit losses on bad debts will be deducted in determining the recovery.

- 1) In the event of loss to accounts receivable records, the Insured will use all reasonable efforts, including legal action, if necessary, to effect collection of outstanding accounts receivable.
- 2) The Insured agrees to use any suitable property or service:
 - a. owned or controlled by the Insured; or
 - b. obtainable from other sources,
in reducing the loss under this Additional Coverage.
- 3) This Policy covers any other necessary and reasonable costs incurred to reduce the loss, to the extent the losses are reduced.
- 4) If it is possible to reconstruct accounts receivable records so that no shortage is sustained, the Company will be liable only for the reasonable and necessary cost incurred for material and time required to re-establish or reconstruct such records, and not for any costs covered by any other insurance.
- 5) ACCOUNTS RECEIVABLE Exclusions: The following exclusions are in addition to the EXCLUSIONS clause of this section:

This Additional Coverage does not insure against shortage resulting from:

- a) bookkeeping, accounting or billing errors or omissions; or
- b) (i) alteration, falsification, manipulation; or
(ii) concealment, destruction or disposal,
of accounts receivable records committed to conceal the wrongful giving, taking, obtaining or withholding of money, securities or other property; but only to the extent of such wrongful giving, taking, obtaining or withholding.
- 6) The settlement of loss will be made within 90 days from the date of physical loss or damage. All amounts recovered by the Insured on outstanding accounts receivable on the date of loss will belong and be paid to the Company up to the amount of loss paid by the Company. All recoveries exceeding the amount paid will belong to the Insured.

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

13. BROAD WATER DAMAGE

In consideration of the payment of additional premium, it is hereby agreed and declared that the Policy extends to insure against loss or damage to the insured property caused by the backing up or escape of water from a sewer or storm drain, sump, septic tank, eavestrough or downspout provided the water has not entered the ground or seeped through a basement or foundation wall.

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

14. ELECTRICAL APPARATUS CLAUSE

In consideration of the payment of an additional premium, it is hereby agreed and declared that Loss or Damage by fire to the electrical appliances, apparatus, fixture or fitting insured under this policy arising from or occasioned by overrunning, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity from whatever cause (lighting included) is covered subject to the terms and conditions of the Policy, but it is expressly understood that no liability exists under this policy for loss or damage to any electrical machine, apparatus, fixing or fitting or to any portion of the electrical installation, unless caused by fire or lightning.

This policy excludes any type of breakdown whatsoever nature.

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

15. IMMEDIATE REPAIRS

It is hereby declared and agreed that, in case of loss of or damage to the property insured, the insurer may immediately begin repairs or reconstruction and in case of dispute as to the cost of repair and/or reconstruction the loss shall be settled in accordance with the terms of this Policy. The sole objective of this Condition being not to deprive the Insured from the use of operating properties which may be necessary to their Business.

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

16. EMPLOYEE'S PERSONAL PROPERTY/EFFECT

In consideration of the payment of additional premium, it is hereby declared and agreed that, notwithstanding anything to the contrary in this Policy, the Company will pay for direct physical loss of or damage in respect of the Policy to personal effects (except vehicles) owned by Insured, Insured's officers, partners, employee or of others in Insured's care, custody or control when at a premises described in the Schedule. The coverage does not apply to theft from any vehicle. Company will pay no more than the limit of liability as mentioned in the Schedule.

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

17. GROWING PLANTS, CROPS AND TREES, LANDSCAPING

It is hereby declared and agreed that, notwithstanding anything to the contrary as mentioned in the Policy and subject to the Insured having paid the agreed additional premium, the Company will pay for direct physical loss of or damage, in respect of the Policy, to lawns, plants, shrubs or trees occurring at such premises as described in the Schedule. This coverage does not apply to improvements at a golf course unless specifically mentioned in the Schedule. This coverage does not apply to loss or damage caused by or resulting from: windstorm and hail; vehicle damage; weight of snow, ice or sleet; and water damage.

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

The indemnity provided herein shall be subject to the limit of indemnity and deductible as specified in the Schedule.

18. CLAIMS PREPARATION COST

In consideration of the payment of additional premium, it is hereby agreed and declared that, notwithstanding anything to the contrary in this policy or in any of its conditions, the insurance by this Policy extends to include costs reasonably incurred by the Insured in producing and certifying any particulars or details in support of any claim as may be required by the Company in terms of the conditions of the Policy.

The claim under this head is payable only subject to prior approval only, from the Insurer.

Limit: Up to per event and in aggregate as agreed and specified in Schedule

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

19. CAPITAL ADDITIONS / NEWLY ACQUIRED PROPERTY / INTEREST

On payment of additional premium and subject to the sub-limit shown in the Schedule, this Policy is extended to include, in so far as the same are not otherwise insured:

- a) any newly acquired machinery and plant or newly constructed buildings, and
- b) alterations additions and improvements to buildings subsequent to a certificate of completion,
- c) alterations additions and improvements to machinery and plant, at the Insured locations, but not in respect of any appreciation in value during the current Period of Insurance, provided that:

The Insured undertakes to give particulars within 30 days of commencement of the Insurer's liability and to effect specific insurance before the expiry of the Period of Insurance and to pay an additional premium on demand.

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

20. CATALYSTS, LINING, REFRACTORY AND CONSUMABLE

It is hereby declared and agreed, notwithstanding anything to the contrary mentioned in this Policy that, this Policy does not cover destruction of or damage with respect to the Policy to refractory, lining catalyst or consumable material while in process, production manufacture or transit except from the perils namely fire, lightning, windstorm, hail, explosion, aircraft damage, smoke, earthquake and collapse.

For the purpose of this Policy, the basis of settlement with respect to destruction of or damage to such refractory, lining, catalyst or consumable material as covered hereunder shall be limited to the actual cash value of such property. Where available, the normal remaining life of the refractory lining, catalyst or consumable material shall be taken into consideration in determining the actual cash value.

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

21. EXPEDITING EXPENSES

In consideration of the payment of additional premium, it is hereby agreed and declared that the Company shall indemnify the insured in the event of loss, in addition to the indemnity otherwise provided, the reasonable extra cost of safeguarding, preserving, temporary repair and of expediting the repair of such damaged property, including overtime and extra cost of express and other rapid means of transportation.

The Company shall not be liable under this extension for more than the sub-limit as mentioned in the Schedule in respect of any one Occurrence, which shall be part of and not in addition to the policy limit.

This Additional Coverage does not cover costs:

- 1) recoverable elsewhere in this Policy; or
- 2) of permanent repair or replacement of damaged property.

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

22. INADVERTANT OMISSION

The insured having notified the Company of their intention to insure all property in which they are interested and it being their belief that all such property is insured, if hereinafter any such property shall be found to have been inadvertently omitted, the Company will deem it to be insured within the terms of this policy subject to no claims reported under the policy, up to a limit in the aggregate specified in the Schedule provided that such property is declared to Company immediately upon discovery of such omission but not later than 60 days after policy expiry. No refund of premium would be allowed under this cover.

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

23. PROPERTY IN TRANSIT

- 1) This Policy covers the following Personal Property, except as excluded by this Policy, while in transit within the TERRITORY of this Policy:
 - a) owned by the Insured
 - b) shipped to customers under F.O.B., C & F or similar terms. The Insured's contingent interest in such shipments is admitted
 - c) of others in the actual or constructive custody of the Insured to the extent of the Insured's interest or legal liability
 - d) of others sold by the Insured, that the Insured has agreed prior to the loss to insure during course of delivery
- 2) This Additional Coverage excludes:
 - a) samples in the custody of salespeople or selling agents
 - b) property insured under import or export ocean marine insurance
 - c) waterborne shipments
 - d) airborne shipments unless by regularly scheduled passenger airlines or air freight carriers
 - e) property of others, including the Insured's legal liability for it, hauled on vehicles owned, leased or operated by the Insured when acting as a common or contract carrier.
 - f) any transporting vehicle

- g) property shipped between continents, except by land or air between Europe and Asia
- 3) Coverage Attachment and Duration:
 - a) This Additional Coverage covers from the time the property leaves the original point of shipment for transit. It then covers continuously in the due course of transit:
 - (i) within the continent in which the shipment commences until the property arrives at the destination within such continent; or
 - (ii) between Europe and Asia, for land or air shipments only, from when the shipment commences until the property arrives at the destination
 - b) However, coverage on export shipments not insured under ocean cargo policies ends when the property is loaded on board overseas vessels or aircraft. Coverage on import shipments not insured under ocean cargo policies begins after discharge from overseas vessels or aircraft.
 - 4) This Additional Coverage:
 - a) covers general average and salvage charges on shipments
 - b) insures physical loss or damage caused by or resulting from:
 - (i) unintentional acceptance of fraudulent bills of lading, shipping or messenger receipts
 - (ii) improper parties having gained possession of property through fraud or deceit
 - 5) Additional General Provisions:
 - a) This Additional Coverage will not inure directly or indirectly to the benefit of any carrier or bailee.
 - b) The Insured has permission, without prejudicing this insurance, to accept:
 - (i) ordinary bills of lading used by carriers;
 - (ii) released bills of lading;
 - (iii) undervalued bills of lading; and
 - (iv) shipping or messenger receipts
 - c) The Insured may waive subrogation against railroads under side track agreements.

Except as otherwise stated, the Insured will not enter into any special agreement with carriers releasing them from their common law or statutory liability.

24. COST OF CLEARING DRAINS

In consideration of the payment of additional premium, it is hereby agreed and declared that, this section of the policy will extend to pay for the reasonable costs incurred by the Insured towards clearance of drains including expenses necessarily incurred in clearing and/or repairing drains, gutters, sewers and the like, at or in the vicinity of property hereby insured, consequent upon damage which is not excluded under this section of the policy.

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

25. PAIR AND SET CLAUSE

It is hereby agreed and declared, in the event of insured loss or damage to the insured property, this policy shall insure the resulting reduction in value of the remaining undamaged components or parts of products customarily sold as individual units or sold as pairs, sets, lots or in ranges. At the Insured's option, the insured may collect the full value of the pair or set provided the Insured tenders the remaining articles of the pair or set to the Company.

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

26. DEFERRED PAYMENT CLAUSE

This Policy covers insured physical loss or damage to Personal Property of the type insured sold by the Insured under a conditional sale or trust agreement or any installment or deferred payment plan and after such property has been delivered to the buyer. Coverage is limited to the unpaid balance for such property.

In the event of loss to property sold under deferred payment plans, the Insured will use all reasonable efforts, including legal action, if

necessary, to effect collection of outstanding amounts due or to regain possession of the property.

There is no liability under this Policy for loss:

- 1) pertaining to products recalled including, but not limited to, the costs to recall, test or to advertise such recall by the Insured
- 2) from theft or conversion by the buyer of the property after the buyer has taken possession of such property
- 3) to the extent the buyer continues payments
- 4) not within the TERRITORY of this policy

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

27. PROTECTION AND PRESERVATION OF PROPERTY

It is hereby agreed and declared that, this policy extends to cover:

- 1) Reasonable and necessary costs incurred for actions to temporarily protect or preserve insured property, provided such actions are necessary due to actual, or to prevent immediately impending, insured physical loss or damage to such insured property.
- 2) Reasonable and necessary:
 - a) Fire department, firefighting charges imposed as a result of responding to a fire in, or on exposing the insured property:
 - b) Costs incurred of restoring and recharging fire protection systems following an insured loss; and
 - c) Costs incurred of water used for fighting a fire in, or on exposing the insured property.

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

28. ADDITIONAL INSURED

It is understood and agreed that any Individual, firm, corporation and/or its joint ventures, for whom or with whom The Insured may be operating is hereby named as additional insured in the Schedule when required by contract, or as required. It is further understood and agreed that in the event there is any violation of the terms and conditions of this insurance by one insured, it shall not affect the rights of other insured; including interest of mortgagees and notice of assignment in respect thereof.

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

29. STARTUP/SHUT DOWN EXPENSES

In consideration of payment of additional premium, it is hereby understood and agreed that on the occurrence of an event which leads to a damage or loss covered under this Policy, this extension covers actual loss sustained due to specified start-up / shut-down costs for power and utilities such as electricity, water, steam, gas as well as feedstock, fuels or combustibles to re-establish the plant in the operational state it was at the time of the loss or damage in a normal start-up procedure and subject to the sublimit as specified in the Schedule .

Start-up costs will not be recoverable under normal or emergency shut down operations.

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

30. TENANTS LIABILITY

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed premium to the Company the policy extends to cover:

- a) Tenant's liability, being those financial consequences of the liability which the Insured may incur as tenant, in respect of insured material damage under articles of any civil code
- b) Neighbor's liability, being those financial consequences of the liability which the Insured may incur articles of any civil code for any insured material damage to the property of neighbors and co-tenants.
- c) Tenant' claims against the landlord, being those financial consequences of the liability incurred under articles of any civil code by the latter for any insured material damage caused to the property of the said tenants, as a result of constructional defects or lack of maintenance.

Deductible- Bodily Injury or Death claims: Nil

Property Damage: As specified in the Schedule

31. COLLAPSE

In consideration of the payment of additional premium, it is hereby agreed that, the insurance shall be extended to cover loss or damage due to total and partial collapse of insured property provided that.

- a) The Company indemnify the Insured in respect of loss or damage to any property or land or building only if such loss or damage results in the total or partial collapse,
- b) The Company indemnify the Insured in respect of loss or damage to any property or land or building only if prior to the commencement of construction its condition is sound and the necessary loss prevention measures have been taken,

If required, the insured, before commencement of construction and at his own expense, prepares a report on the condition of any endangered property or land or building.

The Company shall not indemnify the Insured in respect of

- a) Loss or damage which is foreseeable having regard to the nature of the construction work or the manner of its execution,
- b) Superficial damage which neither impairs the stability of the property, land or building nor endangers their users,
- c) The costs of loss prevention or minimization measures which become necessary during the period of insurance

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

32. OBSOLETE EQUIPMENT CLAUSE

In consideration of the payment of additional premium, it is hereby agreed and declared that the value of Insured Property shall be determined as the cost of repairs or replacement with new, like kind and of similar quality at the time and place of loss. However, should the property be technologically obsolete or unavailable because it is no longer in production, and should the property be actually replaced by another system/ property, then the Insurer shall be liable for the replacement cost as new of equipment including connected accessories and peripherals which will at least perform substantially the same functions as the original equipment.

The Company shall not deduct towards accessories and peripherals (other than salvage value if any) rendered redundant although not damaged by the insured perils arising out of replacement by new property/ system. The liability of the Company shall not be reduced by any amount of betterment inherent in the design of such functionally equivalent equipment. However, the indemnification shall not exceed the value insured for the system/ equipment replaced.

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

33. OBSOLETE PARTS CLAUSE

In consideration of the payment of additional premium, it is hereby agreed and declared that, in the event of spares currently insured hereunder and represented within the total sum insured under this Policy becoming obsolete following an indemnifiable loss to the Plant & Machinery, the same should form part of the claim subject to Insurer's retaining right of salvage over such obsolete parts.

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

34. PROFESSIONAL FEES CLAUSE

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon and subject to the Insured having paid the agreed additional premium that this Policy extends to cover the actual costs incurred by the Insured, of reasonable fees payable to the Insured's accountants, architects, auditors, engineers, or other professionals and the cost of using the Insured's employees, for producing and certifying any particulars or details contained in the Insured's books or documents, or such other proofs, information or evidence required by the Company resulting from insured loss payable under this Policy for which the Company has accepted liability.

- 1) This additional coverage will not include the fees and costs of attorneys, public adjusters, and loss arbitrators, all including any of their subsidiary, related or associated entities either partially or wholly owned by them or retained by them for the purpose of assisting them nor the fees and costs of loss consultants who

provide consultation on coverage or negotiate claims.

- 2) This additional coverage is subject to the deductible that applies to the loss.

The indemnity provided herein shall be subject to the limit of indemnity as specified in the Schedule.

35. AGGRAVATION CLAUSE

It is noted and agreed that, where an insured loss exists and is aggravated by an excluded peril, the impact of this excluded peril shall not preclude the right of the insured to be indemnified for the claim arising out of the original loss. The claim, nevertheless, will be limited to the amount of the loss that the insured has suffered being clearly distinguishable as arising from the original loss as opposed to the excluded peril.

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

36. LEAK SEARCH AND FINDING COSTS

In consideration of the payment of additional premium, it is hereby agreed and declared that in addition to indemnifiable costs of repair or replacement the Company will indemnify the Insured for the cost and expenses necessarily and reasonably incurred in locating and obtaining access to any part or parts of the insured property in order to locate and repair leaks or other damages not otherwise excluded by the policy/insured perils clause and subject to a limit specified in the Schedule.

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

37. NON INVALIDATION CLAUSE

It is hereby agreed that this insurance shall not be invalidated by:

1. Any change of occupancy or increase of risk taking place in the property insured without the insured's knowledge provided that they shall, immediately on the same coming to their knowledge, advise the insures and pay any additional premium that may be required from the date of such increase of risk.
2. Workmen on the premises for the purposes of effecting repairs, minor alterations to the premises or general maintenance purposes and the like.

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

38. WAIVER OF UNDERINSURANCE CLAUSE

If, in the event of loss or damage, it is found that the sum insured is less than the amount required to be insured, then the amount recoverable by the insured under this section shall be reduced in such proportion as the sum insured bears to the amount required to be insured. Provided, however, if the said sum insured in respect of such item(s) of the schedule shall not be less than 85% of the value of the item(s) thereat, this condition shall be of no purpose and effect.

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

39. REMOVAL OF DEBRIS INCLUDING EXTERNAL DEBRIS

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

It is permissible to cover cost necessarily incurred by an insured in the removal of debris from the premises of the insured, dismantling, demolishing, shoring up or propping of Insured property following destruction or damage by Insured Peril by incorporating the following clause

“On costs and expenses necessarily incurred by the insured

- 2.1 In the removal of debris from the premises of the Insured;
- 2.2 Dismantling or demolishing;
- 2.3 Shoring up or propping

of the portion or portions of the property insured by (Items (As specified in the Schedule) of) this policy destroyed or damaged by perils hereby insured against but not exceeding in the aggregate amount as specified in the Schedule.

Note: 1. (2.2) & (2.3) above should be deleted when neither Building nor Machinery are covered.

Note: 2. The cover may be given by separate item in the policy for an amount not exceeding 10% of the total Sum Insured

Notwithstanding anything to the contrary in this policy or in any of its conditions, this endorsement is extended to include external debris of property, other than insured property, accumulated at the premises of the insured subject to the limits/sublimits and conditions specified in the Policy Schedule.

40. REMOVAL OF DEBRIS – EXTERNAL DEBRIS

It is hereby understood and agreed that otherwise subject to the terms, exclusions, provisions and conditions contained herein the Policy or endorsed thereon, and subject to the Insured having paid the additional premium this Policy extends to cover costs and expenses necessarily incurred by the Insured with the consent of the Company in demolishing or removing external debris of property, other than insured property accumulated within the risk location of the Policy, by any sudden event due to the perils covered under the policy, that could not reasonably be ascertained by the Insured or if ascertained the insured could not have prevented the damage by reasonable amount of care/measures subject to a maximum limit of indemnity per any one occurrence and in the aggregate stated in the Schedule.

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

41. DELIBERATE DAMAGE CLAUSE

In consideration of the payment of additional premium, it is hereby declared and agreed that, this insurance covers physical loss of property insured or expenses incurred by the insured, directly caused by any act or order of any governmental authority acting under the powers vested in them to prevent or mitigate the damage or imminent damage or threat thereof, resulting directly from damage to the property insured, provided such act of governmental authority has not resulted from lack of due diligence by the insured to prevent or mitigate such hazard or threat, thereof and to any other physical damage. However, any kind of consequential losses are excluded.

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

42. MINOR WORKS

In consideration of the payment of additional premium, it is hereby agreed and declared that, notwithstanding anything to the contrary in this policy or in any of its conditions, this policy is extended to include minor alterations and/or construction and/or re-construction and/or addition and/or maintenance and/or modifications and/or work carried out on any of the property insured under this policy against insured perils.

Notwithstanding other terms and conditions herein, this extension to the policy shall only pay in excess of more specific insurance if any, arranged in respect of minor works. This extension does not cover any loss or damage, to the property which, at the time of happening of such loss or damage, is insured, but for existence of this property by any project insurance policy.

It is further agreed and declared that, the loss of earnings, loss by delay, loss of market or any other consequential or indirect loss whatsoever, shall not be payable under this extension or even under corresponding Business Interruption policy if any, taken by the insured unless specifically agreed to in writing by the Company.

This extension excludes Loss or damage due to faulty design, defective material and bad workmanship, loss or damage arising out of testing, trial run etc. However, the corresponding BI policy shall pay consequential loss arising out of material damage to existing property insured under the policy by a peril not excluded under the policy.

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

43. NON VITIATION CLAUSE

- (i) It is hereby understood and agreed that if the Insured described in the schedule comprises more than one insured party each operating as a separate and distinct entity then cover hereunder shall apply in the same manner and to the same extent as if individual policies had been issued to each such insured party provided that the total liability of the Company to all of the insured parties collectively shall not exceed the sums insured and limits of indemnity including any inner limits set by memorandum or endorsement stated in the Policy.
- (ii) It is understood and agreed that any payment or payments by Company to any one or more such insured parties shall reduce to the extent of that payment Company's liability to all such parties arising from any one event giving rise to a claim under this Policy

and (if applicable) in the aggregate.

- (iii) It is further understood that the Insured parties will at all times preserve the various contractual rights and agreements entered into by the insured parties and the contractual remedies of such parties in the event of loss or damage.
- (iv) It is further understood and agreed that Company shall be entitled to avoid liability to or (as may be appropriate) claim damages from any of the Insured parties in circumstances of fraud, material misrepresentation, material non-disclosure or breach of any warranty or condition of this Policy each referred to in this clause as a Vitiating Act.
- (v) It is however agreed that a Vitiating Act committed by one insured party shall not prejudice the right to indemnity of any other insured party who has an insurable interest and who has not committed a Vitiating Act.
- (vi) Company hereby agree to waive all rights of subrogation which they may have or acquire against any insured party except where the rights of subrogation or recourse are required in consequence of or otherwise following a Vitiating Act in which circumstances Company may enforce such rights notwithstanding the continuing or former status of the vitiating party as an insured.
- (vii) The lenders, to the project hereby insured, shall not be entitled to any indemnity under this Policy for or arising from loss or damage in respect of which Company is by reason of a Vitiating Act no longer liable to indemnify any one or more other insured party.

44. MULTIPLE INSURED CLAUSE

If in any Section the Insured comprises of more than one party each operating as a separate and distinct entity, this Policy of Insurance shall, unless otherwise provided for in this Policy of Insurance, apply as if a separate policy had been issued to each of these parties provided always that the Insurer's overall liability towards the parties that constitute the Insured in any Section shall not exceed the Sum Insured and any limits of indemnity specified in the Schedule to that Section.

Any payment made by the Insurer to any Insured Party as a result of an occurrence of loss or damage shall reduce, by the amount of that payment, the Insurer's liability towards all Insured Parties that constitute the Insured arising from that occurrence under this Policy of Insurance.

45. PROPERTY NOT IN INSURED PREMISES/ OFF-SITE

On payment of additional premium, it is hereby declared and agreed that, this policy extends to cover property (Machineries / Equipments and Stocks) of the insured temporarily stored in unspecified locations outside the insured premises for a specified period of months and upto a limit at any one location for any one loss and in the aggregate for the policy period as specified in the Schedule subject to these properties being part of the declared Sum Insured.

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

46. VALUABLE PAPERS AND RECORDS

It is hereby declared and agreed that, notwithstanding anything to the contrary contained in this Policy and subject to the Insured having paid the agreed additional premium, Company will pay for direct physical loss of or damage for the purpose of this Policy to Valuable Papers and Records at the premises described in the Schedule. Company will pay for the value, blank and Insured's necessary costs to research, replace or restore the information lost or damaged thereon, including those which exist on electronic or magnetic media that are Insured's property or the property of others in Insured's care, custody or control.

This coverage does not apply to loss or damage to property that cannot be repaired or restored with like kind or quality. Company will pay no more than the limit of liability as stated in the Policy Schedule.

Only for the purpose of this endorsement, valuable papers and records is defined as follows:

Valuable Papers and Records - inscribed or printed or written documents and manuscripts or records, including abstracts, books, deeds, drawings, films, maps, mortgages, prints and tracings, computer programs, card index systems, files, tapes, discs, drums, cells and other magnetic recordings or storage media for electronic data processing; but Valuable Papers and Records does not mean money or securities.

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

The indemnity provided herein shall be subject to the limit of indemnity and deductible as specified in the Schedule.

47. WAIVER OF SUBROGATION

It is understood and agreed that this Insurance shall not be invalidated should the Insured waive, with Insurers' agreement, prior to loss or damage affected thereby any or all rights and recovery against any party for loss or damage to the property described herein, provided however, that the Insurers' rights of recourse against any manufacturers and suppliers be maintained in force. It is specifically agreed to automatically waive rights of recourse against contractors of the Assured (and/or their subcontractors) during the policy period but only in respect of the normal maintenance activities of the Assured. Normal maintenance shall be deemed to include work during normal shutdowns and the Startup from normal shutdowns.

It is hereby agreed and understood that the Insurers shall waive all rights of subrogation or action which they may have or acquire against any of the parties comprising the insured and/or any manufacturer or supplier with whom the insured has agreed in writing prior to a loss to waive such rights of subrogation arising out of any occurrence in respect of which any claim is admitted hereunder.

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

48. GOODS HELD IN TRUST

It is hereby declared and agreed that certain items of the property may be subject of hire purchase, lease or other agreements and the interest of the other parties to these agreements is noted in this insurance, the nature and extent of such interest including other insurance to be disclosed in the event of loss, destruction or damage. These may also include all real and personal property of every kind and description belonging to the Insured or to others (including but not limited to goods under consignment, held in trust or on lease or paid for awaiting delivery) for which the Insured may be held liable for loss or damage while in their care, custody or control.

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

49. FLOATER INSURANCE – UNSPECIFIED LOCATIONS

On payment of additional premium, it is hereby declared and agreed that the stocks insured under Policy is subject to a floating Sum Insured declared hereon all the locations owned and or occupied by the Insured anywhere in India.

Provided always that:-

1. There shall be a minimum of 10 locations covered under this item in the Policy
2. The sum insured at any one location shall not exceed 10% of the Total Sum Insured

In the event of any loss or damage, the Company's maximum liability shall not exceed 10% of the Total Sum Insured for any one of the unspecified locations and the floating sum insured declared hereon in respect of all the unspecified locations covered under the Policy.

At all times during the currency of this Policy the Insured shall maintain good internal audit and accounting procedures under which the total amount at risk and locations can be established at any particular time if required.

Provided further that all the conditions of this Policy shall apply (except on so far as they may be hereby expressly varied)

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

50. VEHICLE LOAD CLAUSE

In consideration of the payment of additional premium, in the event of any of the insured's vehicles being left loaded overnight* whilst in or on the premises described in the specification hereto the Company will indemnify the insured in respect of such load in the event of loss or damage by any of the perils insured against by this Policy.

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

*Can be modified to include "where the goods are already sold but not yet delivered" and deleting overnight on the basis of the customer's requirement.

51. TRACE AND ACCESS

Subject to prior approval of the Insurer, the Insurer will reimburse the insured with costs and expenses incurred in investigating and identify the cause of Damage, and of identifying the location of such cause. Such reimbursement will include costs (including consulting engineer's fees) incurred with the prior consent of the insurer in conducting investigation and/or tests into possible repair (whether or not successful) replacement or reinstatement of property suffering Damage.

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

52. UNOCCUPANCY CLAUSE

The insurance by this Policy will not be prejudiced in the event of any Building remaining unoccupied for a greater period than 30 days, notwithstanding anything contained in the Conditions of this Policy, provided that in due course the Insured or their agents give notice in writing to the Company and on demand pay such reasonable additional premium as the Company may require.

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

53. NEW LOCATION COVER

On payment of additional premium, it is hereby declared and agreed that, property at a new location acquired by the Insured, other than those in operation or acquired prior to the effective date of this coverage, is automatically covered up to the amount as specified in the Schedule and for a period up to 30 days from the date of acquisition.

It is understood that the Insured shall declare within 30 days from the date of acquisition the value of property at any such location acquired and will pay the appropriate additional premium from the date of acquisition on pro rata basis at the basic rate.

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

54. ADDITIONAL CUSTOMS DUTY

On payment of additional premium, it is hereby declared and agreed that the insured shall also indemnify during the currency of this policy, toward the additional Custom Duty amount as mentioned in the Schedule which may be incurred by the insured over and above the custom Duty amount taken into account in arriving at the Sum Insured of the affected item.

Such additional Import / Customs Duties shall be payable in addition to the Limit of Indemnity stated in the Schedule.

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

55. ERRORS AND OMISSIONS AND MIS-DESCRIPTION CLAUSE

On payment of additional premium, it is hereby declared and agreed that in the event of physical loss or damage to property of the Insured located in the country in which the locations herein insured are situated and such loss or damage is not payable under this Policy solely because of:

- 1) any error or unintentional omission in the description or location of Property Insured under this Policy, which error or omission existed at the inception date of this Policy; or
- 2) any error or unintentional omission in the description or location of Property Insured under this Policy, in any subsequent amendments to this Policy; or
- 3) failure through error or unintentional omission to include
 - a. any location owned or occupied by the Insured at the inception date of this Policy, or
 - b. any location newly acquired or occupied during the term of this Policy and not reported within sixty (60) days (see Automatic Coverage above); or
 - c. any error or unintentional omission which results in cancellation of Property Insured under this Policy,

such loss or damage shall be insured by this Policy only to the extent this Policy would have provided coverage had the error or unintentional omission not been made, up to the sublimit specified in the Schedule.

It is a condition of this coverage that such error or unintentional omission shall be reported and corrected when discovered.

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

56. FIRE-FIGHTING EXPENSES

It is hereby declared and agreed that, notwithstanding anything to the contrary in this Policy, this Policy extends to cover all expenses necessarily and reasonably incurred by or on behalf of the Insured in extinguishing fire or in mitigating, containing or suppressing loss, destruction or damage by any peril or eventuality hereby insured against occurring at or adjacent to or immediately threatening the situation of any property insured by the Policy.

It is further agreed that the indemnity afforded by this clause shall include (but not be limited to) the payment of wages to Insured's employees (other than full-time members of a work's fire brigade), the cost of replenishing fire-fighting appliance; and the cost of replacing, reinstating or repairing materials and equipment lost, destroyed or damaged unless otherwise specifically insured.

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

The indemnity provided herein shall be subject to the limit of indemnity as specified in the Schedule.

57. AUTOMATIC REINSTATEMENT CLAUSE

On payment of additional premium, it is hereby declared and agreed that, subject to the Insurance Limits as stated in the Schedule in the event of any claim occurring under this Policy and in the absence of written notice by the Insured to the contrary, the insurance in respect of any Property Insured or Business Interruption arising is automatically reinstated as and from the date of the Damage.

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

58. DEMOLITION AND INCREASED COST OF CONSTRUCTION

On payment of additional premium, it is hereby declared and agreed that:

- 1) This Policy covers the reasonable and necessary costs incurred, described in item 3 below, to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of buildings or structures, provided:
 - a) such law or ordinance is in force on the date of insured physical loss or damage;and
 - b) its enforcement is a direct result of such insured physical loss or damage.
- 2) This Additional Coverage does not cover loss due to any law or ordinance with which the Insured was required to comply had the loss not occurred.
- 3) This Additional Coverage, as respects the property insured in item 1 above, covers:
 - a) the cost to repair or rebuild the physically damaged portion of such property with materials and in a manner to satisfy such law or ordinance; and
 - b) the cost:
 - (i) to demolish the physically undamaged portion of such property insured;
 - and
 - (ii) to rebuild it with materials and in a manner to satisfy such law or ordinance,to the extent that such costs result when the demolition of the physically damaged insured property is required to satisfy such law or ordinance.
- 4) This Additional Coverage excludes any costs incurred as a direct or indirect result of enforcement of any laws or ordinances regulating any form of contamination including but not limited to the presence of pollution or hazardous material.
- 5) The Company's maximum liability for this Additional Coverage at each location of the Insured in any occurrence will not exceed the actual cost incurred in demolishing the physically undamaged portion of the property insured in item 1 above plus the lesser of:
 - a) the reasonable and necessary actual cost incurred, excluding the cost of land, in rebuilding on another site;

or

- b) the cost of rebuilding on the same site.

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

59. CONTAMINATION AND CO-MINGLING OF STOCKS

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon and subject to the Insured having paid the agreed additional premium, that the insurance under the Policy shall extend to cover loss or damage to stocks as a result of accidental contamination and/or accidental co-mingling arising from a cause not otherwise excluded in the Policy, whilst in the Insured's care, custody or control.

The indemnity provided herein shall be subject to the limit of indemnity and deductible as specified in the Schedule.

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

60. LOSS PAYEE CLAUSE

It is hereby understood and agreed, that the loss shall be payable to the Insured or as directed by the Insured, which shall include such party who has an insurable interest in the subject matter insured at the time of loss or damage.

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

61. PRIMARY AND NON CONTRIBUTORY COVER

It is expressly agreed that this policy provides primary insurance cover and shall not be contributory to any other policy that may exist whether the other policy also covers the interest of the insured or not. Subject otherwise to the terms, conditions and exceptions/exclusions of the Policy.

62. TEMPORARY REPAIRS

This policy covers the following costs:-

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

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

63. CONTRACT WORKS

On payment of additional premium, it is hereby declared and agreed that the Property insured extends to include the permanent works and temporary works erected or in the course of erection in performance of the Contract and the materials and all other property of whatsoever nature or description for incorporation therein but excluding contractors plant, fines and penalties assumed under contract and losses more specifically insured.

Definition (applicable to the cover provided by this extension only):

Contract shall mean any Contract with the Insured as Employer for the extension or refurbishment of existing Buildings with a construction period not exceeding twelve months in duration within the Territorial Limits.

Temporary Work are 'parts of the works that allow or enable construction/ erection of, protect, support or provide access to, the permanent works and which might or might not remain in place at the completion of the works.

Permanent work means the permanent works to be constructed/ Erected and completed in accordance of contract.

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

64. CONTINGENT DUTY CLAUSE

It is hereby understood and agreed that any contingent liability accruing to the account of the Insured on account of any duty / taxes due to the loss / destruction / damage of the Insureds Property covered under this policy caused by a peril not otherwise excluded under the policy will be allowed as a claim under this policy

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

65. DELAY IN REPAIRS

The insurer shall, within the agreed maximum period of indemnity, be liable for a period not exceeding four weeks for any loss of interest insured resulting from a delay in repair or replacement of lost or damaged property insured of foreign make, where such delay results from import or export restrictions, custom regulation, currency restrictions or any other regulation imposed by any Government or Public Authority.

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

66. BANKRUPTCY AND INSOLVENCY

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon that in the event of bankruptcy or insolvency of the Insured, the Company shall not be relieved thereby of the obligations regarding payment of claims under the Policy.

67. EXPIRATION

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon that if this Policy should expire or be cancelled while an insured event affecting the property hereby insured is in progress, the Company shall be responsible as if the entire loss had occurred prior to the expiration of this insurance.

68. OUTAGE CLAUSE

It is hereby agreed and understood that duration of the period from the time breakdown occurs resulting in shut down of the unit till the unit is synchronized and achieved full load or is in operation for 72 hours since the synchronization whichever is earlier would be considered as single outage.

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

69. NO CONTROL CLAUSE

This Insurance shall not be affected by failure of the Insured to comply with the provisions of the policy in any portion of the property over which the Insured has no control.

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

70. SPRINKLER UP-GRADING COSTS

It is agreed that in the event of Damage to a sprinkler installation which conforms to the latest rules on compliance of safety rules on Sprinkler Installations if the Insurer of the premises in which the installation is contained require that the repaired or reinstated installation shall conform to the Loss Prevention Rules for Sprinkler Installations current at the time of reinstatement then this Policy shall cover such additional costs Such costs shall include inter alia the provision of any additional pipework pumps tanks and the cost of associated building works

The liability of the Insurer under this clause shall in no case exceed the Sum Insured on the item including such sprinkler installation.

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

71. CONTROL OF DAMAGED GOODS CLAUSE

It is agreed that in the event of damage to goods insured under this policy, the Assured shall retain control of all damaged goods. The Assured, however, agrees whenever practicable to recondition and sell such goods after removal of all brands and trademarks, the Company being entitled to the proceeds from such sale. It is further agreed the Company will be consulted and allowed to inspect any damaged goods prior to any disposal or sales of such property. Where it is agreed by both the Assured and the Company that the disposal or sale of such damaged goods is detrimental to the Assured's interest (or which the Assured will be unable to sell or dispose of under their agreement with any trade associations) such damage will be treated as a constructive total loss, and the goods shall be retained by the insured

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

72. DESTRUCTION COST

It is agreed that upon operation of an insured peril, Insurers will pay the additional costs and expenses reasonably incurred by the Assured in connection with destruction of damaged Goods.

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

73. RE-VALIDATION CHARGES

In the event of triggering of any insured peril(s) resulting in loss/damage to Civil Structures/Plant and Machinery which necessitates the insured to put either a portion of/complete Civil Structures &/or a portion of /complete Plant & Machinery for Revalidation/Stability Tests, this policy would respond to such costs subject to the sublimit entered in the Schedule.

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

74. DESTRUCTION OF SOUND PROPERTY

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon that the insurance by this Policy extends to cover the cost of destruction and subsequent replacement of undamaged property or undamaged portions of property, if such destruction is solely necessary in order to carry out repairs or reinstatement of the property insured by this Policy and for which the Company has admitted liability. Provided that this shall not include any work necessary to undamaged property to comply with any act, regulation or by-law of any local or Public Authority.

For the purpose of this clause, "undamaged" shall mean not damaged physically and directly by any event or perils not otherwise excluded by this Policy.

75. REPEAT TESTS

If as a result of loss or damage due to a peril insured against hereunder it becomes necessary to repeat any test and/or trial or to carry out subsequent test(s) and/or trial(s), Insurers hereon will bear the cost of any such repeated and/or subsequent test(s) and/or trial(s) subject to the Policy limit and it being within the framework of this cover and which forms part of the Sum Insured.

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

76. EXPORT TAX BENEFITS

It is hereby agreed and understood, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that the insurance by this Policy extends to include the loss of tax benefits, derived solely from the export of any product which is manufactured, stored or contained at the premises of the Insured following upon loss as insured which results in the interruption of or interference with the business.

Provided that such benefits are directly attributed to export tax benefits and which may be adjusted by any Tax allowance or Tax concession which was provided for by Statute or any other recognized authority to which the Insured could have had benefit after the date of loss but because of the loss the Insured could not benefit from such allowance or concession.

If during the period of time from the date of loss to the expiry of the Indemnity Period any Statute or concession was passed or allowed for which the Insured could have but did not benefit as a result of the loss; then such amount of loss shall be considered as loss in terms of the provisions of this clause.

The sum insured in terms of the provisions of this clause shall be independently determined and shall be a 'first loss' amount and shall be the maximum amount payable in the event of loss as insured.

The indemnity in terms of the provisions of this clause is not subject to condition of average.

The indemnity provided herein shall be subject to the limit of indemnity as specified in The Schedule.

77. DAMAGE TO BUILDING (OCCASIONED BY THEFT)

This cover includes damage to building caused by theft or attempted theft excluding damage

- i. More specifically insured by or on behalf of the insured
- ii. In respect of any building which is empty or not in use

Notwithstanding anything herein stated to the contrary, it is hereby declared and agreed that the cover provided under this policy shall extend to cover damage to the premises for which the insured is responsible by burglary, housebreaking or robbery or any attempt threat, provided there is visible evidence of forcible and violent entry into or exit from the premises and provide that the liability of the company shall not exceed in

aggregate the sum mentioned in the schedule.

This extension of coverage does not increase the limit of liability provided in the policy

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of the policy, except as hereinabove set forth.

78. POLLUTANT CLEAN UP AND REMOVAL

It is noted and agreed that notwithstanding anything contained in this Policy to the contrary, in the event of direct physical loss or damage to the property insured hereunder arising directly from seepage and/or pollution and/or contamination, this Policy (subject otherwise to its terms, conditions, exceptions, and limitations including but not limited to any applicable deductible) extends to cover costs and expenses necessarily and reasonably incurred by the Insured for

- (1) Removing debris of the property insured hereunder destroyed or damaged from the location of the loss;
and/or
- (2) cleaning up, at the location of the loss, made necessary as a result of such direct physical loss or damage;
and/or
- (3) cleaning up and removing pollutants from land and water confined within Insured's premises

Provided that this policy does not insure against the costs of decontamination or removal of water, soil or any other substance not covered by this Policy on or under such premises.

It is a condition precedent to recovery under this extension that the Company shall have paid or agreed to pay for direct physical loss or damage to the property insured hereunder unless such payment is precluded solely by the operation of any deductible and that the Insured shall give notice to the Company of intent to claim for cost of removal of debris or cost of clean-up NO LATER THAN 12 MONTHS AFTER THE DATE OF SUCH PHYSICAL LOSS OR DAMAGE.

Provided always that the Company's liability under this extension shall not exceed the amount as per Schedule for any one occurrence and in aggregate.

However, the liability of the Company under this endorsement and this Policy shall in no case exceed the Total Sum Insured on the Policy.

It is understood and agreed that this Policy does not insure against fines, penalties, and expenses directly attributable to such fines and penalties incurred or sustained by or imposed the Insured at the order of any government agency, court or other authority arising from any cause whatsoever.

Nothing in this Endorsement shall override any radioactive contamination exclusion clause in this Policy to which this Endorsement is attached.

79. UNDECLARED PROPERTY OF OTHERS

It is hereby noted and agreed that this Policy is extended to cover the property of others which the Insured is responsible for or has agreed to insure or is required to insure but did not declare such property under the Insureds books or records or other business document. This extension is applied to the said property at any location within India.

Provided always that the Company's liability under this extension shall not exceed amount as mentioned in the Schedule for any one occurrence and in aggregate.

However, the liability of the company under this endorsement and this policy shall in no case exceed the total sum insured on the policy.

The extension under this Endorsement shall be subject to the same terms, conditions and exceptions of this policy unless otherwise to the contrary stated under this Endorsement only.

80. APPRAISEMENT CLAUSE

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon that no special inventory or appraisal of the undamaged property shall be required, if the aggregate claim for any one insured loss or damage does not exceed the amount as specified in the Schedule by the item or items effected.

81. KEY AND LOCK CLAUSE

On payment of additional premium, it is hereby declared and agreed that

the Policy extends to include:

- (a) replacing keys and locks or modifying the locking mechanism to any strongroom, safe or money receptacle in the event of such keys or locks having been stolen
- (b) repairing any locking mechanism (mechanical or electrical) to any strongroom, safe or money receptacle including any alarm devices relating or attached thereto following upon forceable entry; or any attempt thereat to such strongroom, safe or money receptacle
- (c) the recoding of locking devices of any safe, strongroom or receptacle following loss or damage as insured

Provided that:-

- (i) the Company's indemnity shall be limited to the cost of replacing any such lock with one of similar quality to that being the subject of the claim
- (ii) the Insured shall bear a deductible as specified in the Schedule for each and every claim
- (iii) the insurance in terms of the provisions of this clause shall relate to the premises occupied by the Insured only

provided that if such keys relate to a safe they shall not be left on the Premises overnight unless the Premises are occupied by the Insured or an authorised Employee in which case they shall be deposited in a secure place not in the vicinity of the safe.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of the Policy, except as hereinabove set forth.

82. TAX TREATMENT OF PROFITS

This Policy is extended to cover the increased tax liability from an insured loss at a location of the Insured if the tax treatment of:

- 1) the profit portion of a loss payment under this Policy involving finished stock manufactured by the Insured; and/or
- 2) the profit portion of a TIME ELEMENT loss payment under this Policy;

is greater than the tax treatment of profits that would have been incurred had no loss occurred.

83. MOULD & FUNGI ENDORSEMENT

A. This Policy only insures Damage to Property Insured by mould, mildew, fungus or spores, when directly caused by Damage to Property Insured during the Period of Insurance by one of the following listed perils:

fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, earthquake, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal

This coverage is subject to all limitations of the Policy and, in addition, to each of the following specific limitations:

1. The said property must be insured for Damage by that listed peril as detailed above.
2. The Insured must report to the Insurer the existence and cost of the Damage by mould, mildew, fungus or spores as soon as practicable, but no later than 6 months after the listed peril as detailed above first caused any Damage to such insured property during the Period of Insurance. This Policy does not insure any Damage by mould, mildew, fungus or spores first reported to the Insurer after that 6 month period.

B. Except as set forth in A. above, this Policy does not insure any loss, damage, claim, cost, expense, or other sum directly or indirectly arising out of or relating to mould, mildew, fungus or spores of any type, nature or description.

84. DUTY

Notwithstanding anything to the contrary mentioned in the Policy, it is hereby declared and agreed that subject to the Insured having paid agreed additional premium the Policy covers any loss sustained by the Insured if, in case of physical loss or damage to property insured by this Policy, the excise duty and/or import duty and/or other duties due in respect of such property is not yet paid to the relevant authority and also has not been waived by such authority.

The Company is under the obligation to pay as from the date of refusal by the relevant authority to withdraw its claim for the relevant duty.

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

The indemnity provided herein shall be subject to the limit of indemnity and deductible as specified in the Schedule.

85. VESSEL IMPACT TO JETTY

This Section extends to cover the Insured's loss resulting from 'Damage' as herein defined caused by vessel impact to the crude/product jetty used by the Insured.

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

86. CURRENCY CONVERSION

Where currency conversion is necessary when applying the terms and conditions of this Policy, the rates of exchange to be adopted shall be those prevailing:-

- a) for premium payments, at inception of each policy year
- b) for premium adjustment, at the expiry of each policy year
- c) for loss settlement, at the date of final settlement of loss

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

87. MERGER AND ACQUISITION

Subject to the limits of liability set forth in Declarations, this policy automatically covers the Insured's interest in newly acquired property, as is otherwise covered by this policy, whether acquired through merger, acquisition or otherwise. The Insured agrees to report, within sixty (60) days of the interest being known to the Insured, newly acquired interest up to the limit as specified in the Policy Schedule. In the event of failure of the Insured to report newly acquired interest to the Company within sixty (60) days, as specified herein, the Company shall not be liable for more than the limit as specified in the Schedule in the event of loss occurrence covered by this policy, with respect to said interest.

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

88. TENANTS

The Insurance hereby shall not be prejudiced by any act or omission unknown to or beyond the control of the Insured on the part of any tenant occupying or using the premises provided that the Insured, immediately on becoming aware thereof, shall give notice to the Company and pay an additional premium if required.

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

89. CIVIL AUTHORITY

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon that the insurance by this Policy extends to cover against any loss or increased cost occasioned by any civil authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any property hereby insured hereunder following a loss covered under this Policy.

Subject to the limit of the Sum Insured, property hereby insured under this Policy is also covered against the risk of damage or destruction by civil authority during a conflagration and for the purpose of retarding the same provided that neither such conflagration nor such damage or destruction is caused or contributed to by war, invasion, revolution, rebellion, insurrection or warlike operations as more fully described in General Exclusions as specified under this Policy.

The indemnity provided herein shall be subject to the limit of indemnity and deductible as specified in the Schedule.

90. TEMPORARY STRUCTURES PLANT & EQUIPMENT (INCLUDING ELECTRICAL CABLES & PIPES)

The insurance by this Policy extends to include loss as insured resulting from interruption of or interference with the business in consequence of damage as insurable by a Material Damage Policy (and any endorsement thereto) or Contractors All Risks Policy (should such have been effected) insuring Temporary Structures, Plant and Equipment including electrical cables and pipes being the property of the Insured or being utilised for the continued operation of the business by or on behalf of the Insured provided that damage takes place to such property whilst contained on or

in the immediate proximity to the property or premises of the Insured.

91. AMMONIA CONTAMINATION

It is hereby declared and agreed that, notwithstanding anything to the contrary mentioned in the Policy, and subject to the Insured having paid the agreed additional premium, in the event of direct physical loss of or damage to property insured caused by an Accident to an Object occurring at a premises described in the Schedule, Company will pay for contamination to property insured caused by ammonia. The maximum sum payable by the Company in such an event, will not exceed the Limit of Indemnity as mentioned in the Schedule.

IT IS UNDERSTOOD AND AGREED THAT THE BELOW DEFINITIONS ARE APPLICABLE FOR THE PURPOSE OF THIS ENDORSEMENT:

Object - any boiler, fired pressure vessel, unfired vessel normally subject to vacuum or internal pressure other than weight of its contents, refrigerating and air conditioning systems, any metal piping and its accessory equipment, and mechanical, or electrical machines or apparatus used for the generation, transmission, or utilization of mechanical or electrical power, not otherwise excluded as property insured.

Object does not mean or include any of the following:

- (a) Part of pressure or vacuum equipment that is not under internal pressure of its contents or internal vacuum;
- (b) Insulating or refractory material, but not excluding the glass lining of any Covered Property (equipment);
- (c) Non-metallic pressure or vacuum equipment unless it is constructed and used in accordance with the American Society of Mechanical Engineers (ASME) code or another appropriate and approved code;
- (d) Catalyst;
- (e) Vessels, piping and other equipment that is buried below ground and requires the excavation of materials to inspect, remove, repair or replace;
- (f) Vehicle, aircraft, self-propelled equipment of floating vessel including any Covered Property (equipment) that is mounted upon or used solely with any one or more vehicle(s), aircraft, self-propelled equipment or floating vessel;
- (g) Drag-line, excavation or construction equipment including any Covered Property (equipment) that is mounted upon or used solely with any one or more drag-lines, excavation, or construction equipment;
- (h) Felt, wire, screen, die, extrusion plate, swing hammer, grinding disc, cutting blade, non-electrical cable, chain, belt, rope, clutch plate, brake pad, non-metal part or any part or tool subject to periodic replacement;
- (i) Equipment or any part of such equipment manufactured by the Insured for sale.

Accident - a sudden and accidental breakdown of the Object or a part of the Object, which manifests itself by physical damage at the time of its occurrence and necessitates repair or replacement.

This includes:

- (a) Failure of pressure or vacuum equipment;
- (b) Mechanical failure including rupture or bursting caused by centrifugal force; or
- (c) Electrical failure including arcing.

Accident does not mean:

- (a) The breakdown of any structure, foundation or setting supporting or housing any Object or part of the Object including pen-stock, draft tube or well casing;
- (b) The breakdown of any insulating or refractory material;
- (c) The functioning of any safety or protective device;
- (d) The cracking of any part on an internal combustion gas turbine exposed to the products of combustion;
- (e) The explosion of gases or fuel within the furnace of any Object or within the flues or passages through which the gases of combustion pass; or combustion explosion outside the Object;
- (f) The use of water or other means to extinguish a fire;

- (g) The freezing of property insured caused by cold weather;
- (h) The leakage at any valve, fitting, shaft seal, gland packing, joint or connection;
- (i) The breakdown of any vacuum tube, gas tube or brush;
- (j) The defects, erasures, errors, limitations or viruses in computer equipment and programs;
- (k) Malfunction including but not limited to adjustment, alignment, calibration, cleaning or modification;
- (l) The hydrostatic, pneumatic or gas pressure testing of any property insured (equipment);
- (m) The insulation breakdown testing of any type of electrical equipment; or
- (n) The indirect result of an Accident, except as provided for time element loss in the policy.

One Accident means that if an initial Accident causes other Accidents, all will be considered one Accident. All Accidents at any one described premises that manifest themselves at the same time and are the result of the same cause will be considered one Accident.

The indemnity provided herein shall be subject to the limit of indemnity and deductible as specified in the Schedule.

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

92. CUSTOMER GOODS CLAUSE

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon that the insurance by this Policy extends to cover goods belonging to the Insured's customers, purchased but not delivered or temporarily in the custody of the Insured for alteration, repair or renovation or other purposes at the Premises insured insofar as such goods are not otherwise insured under any other insurance policy.

93. MARGIN CLAUSE

It is hereby understood and agreed that, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, no adjustment in value of property shall be made unless the values reported represent an increase of more than 10% from the initial values reported.

This is to include fluctuations, which may occur in the values of property under the Policy which are automatically held covered.

The premium shall be proportionately increased for the unexpired term of the Policy for the increase in values when such an adjustment becomes applicable.

94. OPERATIONAL TESTING

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon and subject to the Insured having paid the agreed additional premium that this Policy extends to cover insured physical loss or damage to insured property during the Period Of Operational Testing.

Property, including stock or material, manufactured or processed by the Insured is excluded under this Additional Coverage.

- 1) References and Application: The following term(s) means:
 - (a) Period Of Operational Testing:

The period of time beginning 24 hours prior to the earlier of the following:

- (i) introduction, into a system, of feedstock or other materials for processing or handling;
- (ii) commencement of fuel or energy supply to a system,

and ending with the earlier of the following:

- (i) the expiration date or cancellation date of this Policy.
- (ii) if specified, the number of consecutive days shown in the schedule of the policy.

The indemnity provided herein shall be subject to the limit of indemnity and deductible as specified in the Schedule.

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

95. ORIGINAL EQUIPMENT MANUFACTURER

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon that in the

event of accidental physical loss or damage to the property hereby insured the Insured, at sole discretion, shall have the option to accept repair or replacement terms as offered by the Original Equipment Manufacturer (OEM) regardless of any other terms offered from other suppliers, manufacturers or fabricators.

Provided always that the difference between the OEM quote and the lowest quote does not exceed the ___% of the lowest quote and quotes are based on same technological specifications.

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

96. PROPERTY IN THE COURSE OF CONSTRUCTION / ERECTION

In consideration of payment of additional premium, it is hereby understood and agreed that the insurance by this Policy extends to provide automatic coverage during the Period of Insurance for property in the course of construction / erection including up to 4 weeks testing and commissioning subject to the inclusion of the appropriate values at risk for Premium adjustment purposes and subject to a maximum estimated contract value and a maximum contract period including testing/commissioning as per Schedule and additional Premium to be agreed. At the option of the Insured the interest of contractors and/or sub-contractors is hereby assumed for work being performed on site for the Insured including temporary structures, tools, equipment and materials incidental to such work as specified in the Schedule.

With regards to property in course of construction, such as buildings, foundations and structures, the following additional exclusions shall apply:

- loss or damage due to faulty design;
- the cost of replacement, repair or rectification of defective material and/or workmanship, but this exclusion shall be limited to the items immediately affected and shall not be deemed to exclude loss of or damage to correctly executed items resulting from an accident due to such defective material and/or workmanship;

With regards to erection of mechanical, electrical or electronic machinery, installations or equipment in course of erection the following additional exclusions shall apply:

- loss or damage due to faulty design, defective material or casting, bad workmanship other than faults in erection
- Any Consequential Loss of any kind or description whatsoever including but not limited to penalties, losses due to delay, lack of performance, loss of contract or Business Interruption - is excluded absolutely.

The indemnity provided herein shall be subject to the limit of indemnity and deductible as specified in the Schedule.

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

97. PURCHASER CLAUSE

It is hereby understood and agreed that if at the time of any loss or damage to any building hereby insured the Insured shall have contracted to sell his interest in such building and the purchase shall not have been but shall be thereafter completed the Purchaser on the completion of the purchase if and so far as the property is not otherwise insured by or on behalf of the Purchaser against such loss or damage shall be entitled to the benefit of this Policy so far as it relates to such loss or damage without prejudice to the rights and liabilities of the Insured or for the Company under this Policy up to the date of completion of the purchase.

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

98. UNREPAIRED DAMAGES

It is hereby understood and agreed that in the event of the Insured deciding not to replace or repair the damaged item covered under the Policy and decides to continue with the damaged item after incurring necessary expenditure for safe working of the damaged item, the Company shall indemnify the amount expended in making the item safe plus the reasonable repair cost which would have been incurred by the Insured had the Insured repaired the damage item or reasonable amount equivalent to reduced life of damaged item.

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