

Property Damage and Business Interruption Policy

Powerfully consistent wherever you operate

Zurich Prime

Zurich Kotak General Insurance



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Schedule

Policy Number

<POLSYM> <POLNBR> – <POLMID>

hereafter referred to as the 'Policy'

This Policy document and all Schedules, Endorsements and Appendices should be read as if they are one document.

Policyholder (and Mailing Address)

<PHDDNM>
<PHDDADDR1>
<PHDDADDR2>
<PHDDCSZ>

hereafter referred to as the 'Policyholder'.

Insured

<PHDDNM>, <INSDRNM> and any legal entities in whose voting share capital the **Policyholder** has a direct or indirect shareholding exceeding 50% or whose management it controls at the commencement of the Policy Period and which complies with the objects of the **Business** or which are confirmed by the **Insurers** in writing as being insured under this Policy hereafter referred to as the **Insured**.

Hypothecation Details (If any)

Per certificates on file with the **Insurers** or listed in Appendix E "Lenders and Mortgagees"

Details of Intermediary

<BRORNM>
<BROADDR1>
<BRORADD2>
<BRODRCSZ>

Policy Period

Coverage begins <EFFDT> at 00:00 Coverage ends <EXPIDT> at 24:00

Insurance Company

Insurance is provided by the following company:

Zurich Kotak General Insurance Company (India) Limited
401, 4th Floor,
Silver Metropolis, Jai Coach Compound,
Off Western Express Highway, Goregaon (East),
Mumbai- 400063
Maharashtra, India

hereafter referred to as the 'Leading Insurer'.

Appointed Surveyors and Loss Assessors

It is agreed that in the event of a claim hereunder the surveyors and loss assessors (or claims handlers) appointed to act for **Insurers** shall be **<list applicable company>**.

International Insurance Program

This Policy forms part of an **International Insurance Program** arranged in **<specify Producing territory>** for the company **<insert Program Customer Name>**

Premium

Annual Policy premium excluding taxes	INR	<tt>
Premium for Policy Period excluding taxes (Taxable Value of Services)	INR	<>
<Additional/return Premium for policy adjustment excluding taxes	INR	<>
CGST @XX%/ SGST @ XX%/ IGST @XX%/ UGST@XX% (as applicable)	INR	<>
Total <return> premium for Policy Period including taxes	INR	<>

Premium Payable

This Policy is issued in consideration of an initial premium. The **Policyholder** shown on this Policy is responsible for the payment of any premiums and will be the payee for any return premiums paid by the **Insurers**. Premiums will be invoiced and paid in the currency designated in 2.2.

Premiums must be paid and received in full by the **Insurers** **< (or the intermediary through whom this Policy was effected)>** on EFFT. (local adaptation required)

Policy Issued At

Issuance Date

Address of Issuing Office

GSTIN

Place of Supply

Supply State Code

Authorised Signature

This Policy shall not be in force unless it has been signed by an authorised official of the Leading Insurer.

Date and Location

<Insert Signature>

Representative Name

Title: **Chief Executive Officer**

Section 1- Policy Operation

1.1 Coverage

The **Insurers** will pay for loss or damage caused by an Insured Peril to Property Insured at the Insured Premises described in Section 2 –2.1. All subject to the terms Conditions and exclusions stated in this Policy.

1.2 Territory

Coverage under this Policy applies to any covered loss or damage that takes place within India.

Section 2- Declarations

2.1 Insured Premises

This Policy provides cover at the Insured Premises unless otherwise provided.

Insured Premises are premises used by the **Insured** for the **Business**:

- 2.1.1 included in a **Schedule of Locations** attached to this Policy; or
- 2.1.2 included in a **Schedule of Locations** on file with the **Insurers**; or
- 2.1.3 covered as a **Miscellaneous Unnamed Location** subject to the limits stated in Section 2 – Declarations; or
- 2.1.4 by specific endorsement to this Policy.

2.2 Currency

All amounts including Deductibles and Limits of Liability indicated in this Policy are in **INR** unless otherwise indicated by the three-letter currency designator as defined by the International Standards Organization (ISO) 4217 effective at inception of this Policy.

2.3 Policy Limit and Limits of Liability

The Policy Limit is **INR <>** for the total of all Coverages combined **<and in the Annual Aggregate>** regardless of the number of Insured Premises involved subject to the following provisions:

- 2.3.1 The liability of the **Insurers** in respect of any one **Occurrence** or in the **Annual Aggregate** as covered under this Policy shall in no case exceed the Policy Limit. Limits of Liability or **Annual Aggregate** Limits stated below or elsewhere in this Policy are part of and not in addition to the Policy Limit.
- 2.3.2 Policy Limit and Limits of Liability stated below or elsewhere in this Policy apply in excess of any Deductible.
- 2.3.3 When an **Annual Aggregate** Policy Limit or **Annual Aggregate** Limit of Liability is shown the **Insurers** maximum amount payable will not exceed such Limit of Liability for loss or damage occurring during the **Policy Year** regardless of the number of Insured Premises Coverages or **Occurrences** involved.
- 2.3.4 The most the **Insurers** will pay for an **Occurrence** caused by a Defined Peril is the Limit of Liability for that Defined Peril.
- 2.3.5 The most the **Insurers** will pay for an **Occurrence** covered under a Special Extension is the Limit of Liability for that Special Extension.
- 2.3.6 The **Insurers** will pay no more for any one **Occurrence** than the Property Damage Limit of Liability for all Property Damage Coverages and the Business Interruption Limit of Liability for all Business Interruption Coverages when Property Damage and Business Interruption limits are specified separately.

2.3.7 The **Insurers** will pay no more for any one **Occurrence** than the applicable premises limit when a premises limit is specified except as provided below for loss or damage at an Insured Premises.

2.3.7.1 The most the **Insurers** will pay for loss or damage at an Insured Premises is the lesser of:

- a) the specified Insured Premises limit.
- b) the respective Defined Peril limit or the respective Special Extension limit at that specified Insured Premises.
- c) the respective Defined Peril limit or the respective Special Extension limit.

2.3.7.2 If the loss or damage involves a loss from Inter-Group Dependencies (Interdependencies) insured by this Policy and a specified Insured Premises limit applies, then such Inter-Group Dependencies (Interdependencies) loss will be adjusted under the limit applying to the location where the physical loss or damage occurred, subject to respective sublimit shown for Inter-Group Dependencies (Interdependencies) under Section 2.3.8.5 Extensions and Sublimits for Business Interruption.

2.3.8 Limits of Liability

The following are the Limits of Liability for an **Occurrence** unless otherwise shown.

Where NCP ("No Coverage Provided") is shown for any Coverage, Special Extension, Defined Perils or Extensions of Coverage, in this Policy, then any loss or damage caused by or falling within the coverage provided by such Coverage, Special Extension, Defined Perils or Extensions of Coverage, is not covered under this Policy.

2.3.8.1 Limits of Liability

- Property Damage and Business Interruption combined **INR <>**
- Property Damage **INR <>**
- Business Interruption **INR <>**

but limited

for specific Insured Premises

<must be listed> **INR <>**

2.3.8.2 Limits of Liability for Special Extensions

Machinery and Equipment Breakdown 5.5.1

- Property Damage and Business Interruption combined **INR <>**
- Property Damage **INR <>**

- Business Interruption INR <>
- but limited for specific Insured Premises
- <>

2.3.8.3 Limits of Liability for Defined Perils

Earthquake, Volcanic Eruption, Flood and Storm <in the **Annual Aggregate**> for:

5.6.1,
5.6.2,
5.6.3

- Property Damage and Business Interruption combined INR <>
- Property Damage INR <>
- Business Interruption INR <>

but limited

for specific Insured Premises/regions

<must be listed> INR <>

for **Miscellaneous Unnamed Locations** 5.4.1 NCP

for Contingent Business Interruption 5.3.2.1 NCP
for <named locations of> **Specified Suppliers** and/or **Specified Customers**

for Contingent Business Interruption for **Direct Unspecified Suppliers** and/or **Direct Unspecified Customers** 5.3.2.2 NCP

but not to exceed the following limits for:

Earthquake and Volcanic Eruption <in the **Annual Aggregate**> for: 5.6.1

- Property Damage and Business Interruption combined INR <>
- Property Damage INR <>
- Business Interruption INR <>

but limited for specific Insured Premises/regions

<must be listed> INR <>

for **Miscellaneous Unnamed Locations** 5.4.1 NCP

for Contingent Business Interruption for <named locations of> Specified Suppliers and/or Specified Customers	5.3.2.1	NCP
for Contingent Business Interruption for Direct Unspecified Suppliers and/or Direct Unspecified Customers	5.3.2.2	NCP
Flood <in the Annual Aggregate > for:	5.6.2	
<ul style="list-style-type: none"> Property Damage and Business Interruption combined 		INR <>
<ul style="list-style-type: none"> Property Damage 		INR <>
<ul style="list-style-type: none"> Business Interruption 		INR <>
<u>but limited</u>		
for specific Insured Premises/regions		
<must be listed>		INR <>
for Miscellaneous Unnamed Locations	5.4.1	NCP
for Contingent Business Interruption for <named locations of> Specified Suppliers and/or Specified Customers	5.3.2.1	NCP
for Contingent Business Interruption for Direct Unspecified Suppliers and/or Direct Unspecified Customers	5.3.2.2	NCP
Storm <in the Annual Aggregate > for:	5.6.3	
<ul style="list-style-type: none"> Property Damage and Business Interruption combined 		INR <>
<ul style="list-style-type: none"> Property Damage 		INR <>
<ul style="list-style-type: none"> Business Interruption 		INR <>
<u>but limited</u> for specific Insured Premises/regions		
<must be listed>		INR <>
for Miscellaneous Unnamed Locations	5.4.1	NCP

for Contingent Business Interruption for <named locations of> Specified Suppliers and/or Specified Customers	5.3.2.1	NCP
for Contingent Business Interruption for Direct Unspecified Suppliers and/or Direct Unspecified Customers	5.3.2.2	NCP
2.3.8.4 <u>Extensions and Sublimits for Property Damage</u>		
(part of and not in addition to the above limits)		
Accounts Receivable (Book Debts)	5.2.1	INR <>
Brands and Labels	5.2.2	INR <>
Capital Additions	5.2.3	INR <>
Civil or Military Authority	5.2.4	INR <>
Debris Removal	5.2.5	INR <>
Expediting Costs	5.2.6	INR <>
Fine Arts but not to exceed a INR <> limit per item	5.2.7	INR <>
Fire Brigade Service Charges	5.2.8	INR <>
Land Improvements	5.2.9	INR <>
Money in locked safe and/or strong room in the Insured Premises	5.2.10	INR <>
<but not to exceed a		
INR <> limit for safes rated Grade 0 or N (EN-1143-1)		
INR <> limit for safes rated Grade 1 (EN-1143-1)		
INR <> limit for safes rated Grade 2 (EN-1143-1)		
INR <> limit for safes rated Grade 3 (EN-1143-1)		

INR <> limit for safes rated Grade 4 (EN-1143-1)

INR <> limit for safes rated Grade 5 (EN-1143-1)

INR <> limit for safes rated Grade 6 (EN-1143-1)>

Money on Insured Premises during Business Hours	5.2.11	INR <>
Personal Property of Officers, Employees and Visitors of the Insured but not to exceed a INR <> limit per individual	5.2.12	INR <>
Professional Fees	5.2.13	INR <>
Public Authorities	5.2.14	INR <>
Temporary Removal	5.2.15	INR <>
Valuable Papers and Records (Reconstruction Costs) <but not to exceed a limit of INR <> for Electronic Data stored on Electronic Data processing Media >	5.2.16	INR <>
Deterioration of Stock (Spoilage)	5.5.1.26	INR <>
2.3.8.5 <u>Extensions and Sublimits for Business Interruption</u>		
(part of and not in addition to the above limits)		
Inter-Group Dependencies (Interdependencies)	4.1.4	INR <>
Additional Increased Cost of Working	4.2.5	INR <>
Civil Authority Business Interruption	5.3.1	INR <>
Contingent Business Interruption for <named locations of> Specified Suppliers and/or Specified Customers	5.3.2.1	INR <>
Contingent Business Interruption for Direct Unspecified Suppliers and/or Direct Unspecified Customers	5.3.2.2	NCP
Denial of Access (Ingress/Egress)	5.3.3	INR <>
Loss of Rent	5.3.4	INR <>

Research and Development	5.3.5	INR <>
2.3.8.6 <u>Extensions and Sublimits for Property Damage and Business Interruption combined</u>		
(part of and not in addition to the above limits)		
Miscellaneous Unnamed Locations but not to exceed a INR <> limit per location	5.4.1	INR <>
Off Premises Service Interruption Property Damage and Business Interruption Loss (Public Utilities)	5.4.2	INR <>
Protection and Preservation of Property	5.4.3	INR <>
2.3.8.7 <u>Endorsements (Appendix B)</u>		
<list>		
<list>		INR <>

2.4 Time and Distance Limits of Liability

In addition to the Limits of Liability shown elsewhere in this Policy the following Time and Distance Limits of Liability apply:

Capital Additions at existing premises	a 180-day notification period
Civil Authority Business Interruption	Limited to any losses within a 30-day period of the Occurrence and for property within 1.5 kilometres of the Insured Premises
Denial of Access (Ingress/Egress)	Limited to any losses within a 30-day period of the Occurrence and for property within 1.5 kilometres of the Insured Premises
Off Premises Service Interruption (Public Utilities)	Limited to any losses within a 30-day period of the Occurrence
Protection and Preservation of Property Business Interruption	Limited to any losses within a 48-hour period
Maximum Indemnity Period (Gross Profit)	12 months
Maximum Indemnity Period (Loss of Rent)	12 months

2.5 Time Specifications

For the Defined Perils listed below the following **Time Specification** applies:

Earthquake and Volcanic Eruption Occurrence 72 hours

Flood Occurrence 72 hours

Storm Occurrence 72 hours

2.6 Qualifying Period

For the Extensions of Coverage listed below the following **Qualifying Period** applies:

Off Premises Service Interruption (Public Utilities) 48 hours

Deterioration of Stock (Spoilage) 24 hours

Denial of Access (Ingress/Egress) 48 hours

Civil Authority Business Interruption 48 hours

<others> <hours>

2.7 Deductibles

The **Insurers** will deduct the Policy Deductible stated in 2.7.1 in respect of each claim that has been adjusted in accordance with the terms Conditions and exclusions stated in this Policy. All claims arising out of one **Occurrence** will be adjusted as one claim, unless stated otherwise. The **Insurers** shall not be liable unless the **Insured** sustains covered loss, damage, costs or expense in excess of the Policy Deductible(s) stated below.

2.7.1 Policy Deductible

Standard (delete if Option applies)

- For Property Damage Coverages and Business Interruption Coverages combined INR <>

Optional (delete if not applicable)

- For Property Damage Coverages INR <>
- For Business Interruption Coverages INR <>

Optional (delete if not applicable)

- For Property Damage Coverages INR <>
- For Business Interruption Coverages INR <>

<> working Days/Hours
Time Deductible

Optional (delete if not applicable)

- For Property Damage and Business Interruption Coverages combined INR <>
- For Business Interruption subject to <> working Days/Hours
Time Deductible

Optional (delete if not applicable)	•	For Property Damage Coverages	INR <>
	•	For Business Interruption Coverages	<> * the Average Daily Value (ADV)

Optional (delete if not applicable)	•	For Property Damage Coverages	INR <>
	•	For Business Interruption Coverages	<> * the Daily Value (DV)

Optional (delete if not applicable)	•	<Insert wording for the required deductible(s)>	INR <>
-------------------------------------	---	---	--------

except as follows:

2.7.1.1 Contingent Business Interruption

The following Deductibles apply to loss or damage caused by or resulting from Contingent Business Interruption (as per 5.3.2).

<per Insured Premises where the Business Interruption loss occurs>

Standard (delete entire section 2.5.1.1 if general BI deductible applies)	•	for Specified Suppliers and/or Specified Customers per location at each Specified Supplier and/or Specified Customer where the physical loss or damage occurs.	INR <>
	•	for Specified Suppliers and/or Specified Customers	<> * the Average Daily Value (ADV)
	•	for Specified Suppliers and/or Specified Customers	<> * the Daily Value (DV)
	•	for Direct Unspecified Suppliers and/or Direct Unspecified Customers per location at each Direct Unspecified Supplier and/or Direct Unspecified Customer where the physical loss or damage occurs.	INR <>
	•	for Direct Unspecified Suppliers and/or Direct Unspecified Customers	<> * the Average Daily Value (ADV)

- for **Direct Unspecified Suppliers** and/or **Direct Unspecified Customers** <> * the **Daily Value (DV)**

However, when the loss results from **Earthquake, Volcanic Eruption, Storm** and/or **Flood** such loss shall be subject to its respective **Earthquake, Volcanic Eruption, Storm** and/or **Flood** deductible(s) applying to the region or zone where the physical loss or damage occurred for loss or damage caused by or resulting from **Earthquake, Volcanic Eruption, Storm** and/or **Flood**.

2.7.1.2 Earthquake or Volcanic Eruption

The following Deductibles apply to loss or damage caused by or resulting from **Earthquake** or **Volcanic Eruption**.

Standard (delete if Option applies)	<ul style="list-style-type: none"> For Property Damage Coverages and Business Interruption Coverages combined 	INR <>
Optional (delete if not applicable)	<ul style="list-style-type: none"> For Property Damage Coverages For Business Interruption Coverages 	INR <> INR <>
Optional (delete if not applicable)	<ul style="list-style-type: none"> For Property Damage Coverages For Business Interruption Coverages 	INR <> <> working <Days/Hours> Time Deductible
Optional (delete if not applicable)	<ul style="list-style-type: none"> For Property Damage and Business Interruption Coverages combined For Business Interruption subject to 	INR <> <> working <Days/Hours> Time Deductible
Optional (delete if not applicable)	<ul style="list-style-type: none"> For Property Damage Coverages For Business Interruption Coverages 	INR <> <> * the Average Daily Value (ADV)
Optional (delete if not applicable)	<ul style="list-style-type: none"> For Property Damage Coverages For Business Interruption Coverages 	INR <> <> * the Daily Value (DV)
Optional (delete if not applicable)	<ul style="list-style-type: none"> <Insert wording for the required deductible(s)> 	INR <>
	<except as follows>	

Optional (delete
if not applicable)

- <As respects Insured Premises in <list locations,
zones or territories>

INR <>

Optional (delete
if not applicable)

<except as follows>:

<As respects Insured Premises in <list Zones or list territories>>

- a) Property Damage <> % of the value as per the most current statement of values on the **Schedule of Locations** as of the date of loss for the Insured Premises where the Property Damage occurred per Insured Premises

and

- b) Business Interruption <> % of the full 12 months Gross Profit values that would have been earned following the **Occurrence** by use of the facilities at the Insured Premises where the Property Damage occurred and all other Insured Premises where Business Interruption loss ensues.

For Contingent Business Interruption Coverages, the applicable **Earthquake** or **Volcanic Eruption** deductible shall be determined according to the applicable deductible at the location where the physical loss or damage occurred.

<As respects Insured Premises in <list Zones or list territories>>

Optional (delete
if not applicable)

- a) Property Damage <> % of the insured Property Damage loss

and

- b) Business Interruption <> % of the insured Business Interruption loss

Insured Property Damage loss or insured Business Interruption loss is the amount which would have been paid without making deduction of the above deductibles but considering the Limits of Liability set forth in this Policy.

Optional (delete
if not applicable)

The above **Earthquake** or **Volcanic Eruption** Deductibles are subject to a minimum Deductible of INR <> for Property Damage Coverages and INR <> for Business Interruption Coverages <and a maximum Deductible of INR <> for Property Damage Coverages and INR <> for Business Interruption Coverages> <per Insured Premises> per **Occurrence**.

Optional (delete
if not applicable)

The above **Earthquake** or **Volcanic Eruption** Deductible are subject to a minimum Deductible of INR <> for Property Damage Coverages and for Business Interruption Coverages combined <and a maximum Deductible of INR <> for Property Damage

Coverages and for Business Interruption Coverages combined> <per Insured Premises> per **Occurrence**.

2.7.1.3 Flood

The following Deductibles apply to loss or damage caused by or resulting from **Flood**.

Standard (delete if Option applies)	<ul style="list-style-type: none"> For Property Damage Coverages and Business Interruption Coverages combined 	INR <>
Optional (delete if not applicable)	<ul style="list-style-type: none"> For Property Damage Coverages For Business Interruption Coverages 	INR <> INR <>
Optional (delete if not applicable)	<ul style="list-style-type: none"> For Property Damage Coverages For Business Interruption Coverages 	INR <> <> working <Days/Hours> Time Deductible
Optional (delete if not applicable)	<ul style="list-style-type: none"> For Property Damage and Business Interruption Coverages combined For Business Interruption subject to 	INR <> <> working <Days/Hours> Time Deductible
Optional (delete if not applicable)	<ul style="list-style-type: none"> For Property Damage Coverages For Business Interruption Coverages 	INR <> <>* the Average Daily Value (ADV)
Optional (delete if not applicable)	<ul style="list-style-type: none"> For Property Damage Coverages For Business Interruption Coverages 	INR <> <> * the Daily Value (DV)
Optional (delete if not applicable)	<ul style="list-style-type: none"> <Insert wording for the required deductible(s)> 	INR <>
Optional (delete if not applicable)	<except as follows:> <ul style="list-style-type: none"> <As respects Insured Premises in <list locations, zones or territories> 	INR <>
Optional (delete if not applicable)	<except as follows:> <As respects Insured Premises in <list Zones or list territories>>	

- a) Property Damage <> % of the value as per the most current statement of values on the **Schedule of Locations** as of the date of loss for the Insured Premises where the Property Damage occurred per Insured Premises;
- and
- b) Business Interruption <> % of the full 12 months Gross Profit values that would have been earned following the **Occurrence** by use of the facilities at the Insured Premises where the Property Damage occurred and all other Insured Premises where Business Interruption loss ensues.

For Contingent Business Interruption Coverages, the applicable **Flood** deductible shall be determined according to the applicable deductible at the location where the physical loss or damage occurred.

As respects Insured Premises in <list Zones or list territories>

- a) Property Damage <> % of the insured Property Damage loss
- and
- b) Business Interruption <> % of the insured Business Interruption loss

Insured Property Damage loss or insured Business Interruption loss is the amount which would have been paid without making deduction of the above deductibles but considering the Limits of Liability set forth in this Policy.

Optional (delete
if not applicable)

Optional (delete
if not applicable)

The above **Flood** Deductibles are subject to a minimum Deductible of INR <> for Property Damage Coverages and INR <> for Business Interruption Coverages <and a maximum Deductible of INR <> for Property Damage Coverages and INR <> for Business Interruption Coverages> <per Insured Premises> per **Occurrence**.

Optional (delete
if not applicable)

The above **Flood** Deductibles are subject to a minimum Deductible of INR <> for Property Damage Coverages and for Business Interruption Coverages combined <and a maximum Deductible of INR <> for Property Damage Coverages and for Business Interruption Coverages combined> <per Insured Premises> per **Occurrence**.

2.7.1.4 Storm

The following Deductibles apply to loss or damage caused by or resulting from **Storm**.

Standard (delete
if Option applies)

- For Property Damage Coverages and Business Interruption Coverages combined INR <>

Optional (delete if not applicable)	• For Property Damage Coverages	INR <>
	• For Business Interruption Coverages	INR <>
Optional (delete if not applicable)	• For Property Damage Coverages	INR <>
	• For Business Interruption Coverages	<> working <Days/Hours> Time Deductible
Optional (delete if not applicable)	• For Property Damage and Business Interruption Coverages combined	INR <>
	• For Business Interruption subject to	<> working <Days/Hours> Time Deductible
Optional (delete if not applicable)	• For Property Damage Coverages	INR <>
	• For Business Interruption Coverages	<> * the Average Daily Value (ADV)
Optional (delete if not applicable)	• For Property Damage Coverages	INR <>
	• For Business Interruption Coverages	<> * the Daily Value (DV)
Optional (delete if not applicable)	• <Insert wording for the required deductible(s)>	INR <>
Optional (delete if not applicable)	<except as follows:>	
Optional (delete if not applicable)	• <As respects Insured Premises in <list locations, zones or territories>	
		INR <>
Optional (delete if not applicable)	<except as follows:>	
	<As respects Insured Premises in <list Zones or list territories>>	
	a) Property <> % of the value as per the most current statement of values on the Schedule of Locations as of the date of loss for the Insured Premises where the Property Damage occurred per Insured Premises;	
	and	
	b) Business Interruption <> % of the full 12 months Gross Profit values that would have been earned following the Occurrence by use of the facilities at the Insured Premises where the Property Damage occurred and all other Insured Premises where Business Interruption loss ensues.	

For Contingent Business Interruption Coverages, the applicable **Storm** deductible shall be determined according to the applicable deductible at the location where the physical loss or damage occurred.

<As respects Insured Premises in <list Zones or list territories>>

Optional (delete if not applicable)

a) Property Damage <> % of the insured Property Damage loss

and

b) Business Interruption <> % of the insured Business Interruption loss

Insured Property Damage loss or insured Business Interruption loss is the amount which would have been paid without making deduction of the above deductibles but considering the Limits of Liability set forth in this Policy.

Optional (delete if not applicable)

The above **Storm** Deductibles are subject to a minimum Deductible of INR <> for Property Damage and INR <> for Business Interruption<and a maximum Deductible of INR <> for Property Damage Coverages and INR <> for Business Interruption Coverages> <per Insured Premises> per **Occurrence**.

Optional (delete if not applicable)

The above **Storm** Deductibles are subject to a minimum Deductible of INR <> for Property Damage Coverages and for Business Interruption Coverages combined <and a maximum Deductible of INR <> for Property Damage Coverages and for Business Interruption Coverages combined> <per Insured Premises> per **Occurrence**.

2.7.1.5 Machinery and Equipment Breakdown

The following Deductibles apply to loss or damage caused by or resulting from Machinery and Equipment Breakdown (as per 5.5.1). The Machinery and Equipment Breakdown Deductible will apply regardless of any other Deductibles that may also apply

Standard (delete if Option applies)

• For Property Damage Coverages and Business Interruption Coverages combined INR <>

Optional (delete if not applicable)

• For Property Damage Coverages INR <>
• For Business Interruption Coverages INR <>

Optional (delete if not applicable)

• For Property Damage Coverages INR <>
• For Business Interruption Coverages <> working <Days/Hours> Time Deductible

Optional (delete if not applicable)

- For Property Damage and Business Interruption Coverages combined INR <>
- For Business Interruption subject to <> working <Days/Hours> Time Deductible

Optional (delete if not applicable)

- For Property Damage Coverages INR <>
- For Business Interruption Coverages <>* the **Average Daily Value (ADV)**

Optional (delete if not applicable)

- For Property Damage Coverages INR <>
- For Business Interruption Coverages <>* the **Daily Value (DV)**

Optional (delete if not applicable)

- <Insert wording for the required deductible(s)> INR <>

Optional (delete if not applicable) 2.7.1.6 Defined Peril Name (endorsements) INR <>

The following Deductibles apply to loss or damage caused by or resulting from <Defined Peril>.

- <Insert wording for the required deductible(s)>

Add others if needed

- 2.7.2 A Deductible that applies on a “per Insured Premises” basis will apply separately to each Insured Premises where the loss or damage occurred regardless of the number of Insured Premises involved in the **Occurrence**.
- 2.7.3 Unless stated otherwise if two or more Deductibles apply to an **Occurrence** the total deducted will not exceed the largest applicable Deductible. If two or more Deductibles apply on a per Insured Premises basis in an **Occurrence** the largest Deductible applying to each Insured Premises will be applied separately to each such Insured Premises.
- 2.7.4 If separate Property Damage and Business Interruption loss Deductibles are shown, then the Deductibles will apply separately.
- 2.7.5 When a Time Deductible in number of working days/hours is shown, the **Insurers** will not be liable for any loss of Business Interruption occurring during the specified number of working days/hours immediately following the **Occurrence**.
- 2.7.6 When a Property Damage and Business Interruption loss Deductible is subject to a Time Deductible in number of working days/hours, the **Insurers** will not be liable for any loss of Business Interruption occurring during the specified number of working days/hours immediately following the **Occurrence**

and the shown Property Damage and Business Interruption loss Deductible amount will apply separately.

- 2.7.7** When a 'minimum Deductible' per **Occurrence** and per Insured Premises is shown and is applicable to an **Occurrence** the 'minimum Deductible' is the minimum monetary amount of covered loss or damage that the **Insurers** will deduct in any one **Occurrence** per Insured Premises.

The amount deducted for purposes of applying the 'minimum Deductible' is:

- 2.7.7.1 the specified 'minimum' Insured Premises Deductible for each Insured Premises where the amount of covered loss or damage exceeds the specified 'minimum' Deductible; or
- 2.7.7.2 the amount of covered loss or damage for each Insured Premises where the amount of covered loss or damage is less than the specified 'minimum' Deductible.

- 2.7.8** When a 'maximum Deductible' per **Occurrence** and per Insured Premises is shown and is applicable to an **Occurrence** the 'maximum Deductible' is the maximum monetary amount of covered loss or damage that the **Insurers** will deduct in any one **Occurrence** per Insured Premises.

The amount deducted for purposes of applying the 'maximum Deductible' is:

- 2.7.8.1 the specified 'maximum' Insured Premises Deductible for each Insured Premises where the amount of covered loss or damage exceeds the specified 'maximum' Deductible; or
- 2.7.8.2 the amount of covered loss or damage for each Insured Premises where the amount of covered loss or damage is less than the specified 'maximum' Deductible.

Section 3- Property Damage

3.1 Property Insured

This Policy covers the following property unless otherwise excluded elsewhere in this Policy located at the Insured Premises or as otherwise provided for in this Policy:

- 3.1.1 Real and personal property of every kind and description now or hereafter existing in any form owned in whole or in part by the **Insured**; This shall include **Fixtures and Fittings** owned by the **Insured** while at the Insured Premises;
- 3.1.2 Property held in trust by the **Insured** or for which the **Insured** may be liable or for which prior to loss the **Insured** may have assumed liability under contract or agreement or which the **Insured** may have an obligation to insure except as hereafter specifically excluded.

3.2 Property Excluded

This Policy does not cover the following property or consequential loss resulting from loss or destruction of or damage to any of the following property, unless specifically insured elsewhere in this Policy:

- 3.2.1 **Money, Digital Currency or Securities and Deeds**, jewellery, precious stones, precious metals, bullion, furs, **Fine Arts**;
- 3.2.2 Watercraft and aircraft, except watercraft or aircraft that are manufactured by the **Insured** when unfuelled and located at the Insured Premises;
- 3.2.3 Spacecraft, satellites, associated launch vehicles and any property contained therein, railway locomotives and rolling stock;
- 3.2.4 Animals, growing crops, trees and other vegetation including lawns and shrubs, water or air;
- 3.2.5 Dams, reservoirs, canals, bridges, viaducts, rigs, wells, tunnels, excavations, culverts, embankments, docks, piers, jetties, property underground (located below lowest floor level of the insured buildings/premises) and offshore property;
- 3.2.6 Land (including underlying soil), driveways, pavements, roads, airport runways, and railway lines;
- 3.2.7 Mines and any property contained therein;
- 3.2.8 **Vehicles** licensed for road use (including accessories thereon), except **Vehicles** that are manufactured by the **Insured** or are **Merchandise** of the **Insured**;
- 3.2.9 Overhead transmission and distribution lines and their supporting structure, other than those within 1,500 meters of the Insured Premises;
- 3.2.10 Property **In Transit**;
- 3.2.11 Contraband or property in the course of illegal transit or trade;

- 3.2.12 Property more specifically insured except for any excess value beyond any such more specific insurance and hereafter specifically agreed;
- 3.2.13 Property eligible for insurance by the relevant local Nuclear Insurance Pool and/or Association;
- 3.2.14 Fences, gates or moveable property in the open when damaged by wind, rain, hail, sleet, snow, sand, **Flood**, dust, freezing or any action of weather;
- 3.2.15 Property or structures in the course of demolition, construction or erection and materials or supplies in connection therewith;
- 3.2.16 **Electronic Data**, including any amount pertaining to the value of such **Electronic Data**,

3.3 Insured Perils

All risks of sudden and accidental physical loss or damage occurring during the Policy Period to the Property Insured unless caused by an Excluded Peril.

3.4 Excluded Perils

The following exclusions apply unless specifically stated elsewhere in the Policy:

- 3.4.1 This Policy does not cover loss or damage to the Property Insured caused by the following however any subsequent loss or damage resulting from a cause, which itself is not otherwise excluded, is covered:
 - 3.4.1.1 Its own faulty or defective design, faulty or defective workmanship or defective materials.
 - 3.4.1.2 Its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair.
 - 3.4.1.3 Its materials inherent vice or latent defect.
 - 3.4.1.4 The misapplication of tools, operational error or omission by the **Insured** or by any employees of the **Insured**.
 - 3.4.1.5 Corrosion, erosion, oxidation, rust, dampness, dryness, frost, wet or dry rot, shrinkage, evaporation, loss of weight, mould, marring, scratching, animals, vermin, pests, insects, gradual deterioration, wear and tear or any gradually operating causes.
 - 3.4.1.6 Change in temperature, humidity or other atmospheric conditions, colour, flavour, texture finish or action of light.
 - 3.4.1.7 Changes in the water table level.
 - 3.4.1.8 Subsidence, ground heave or landslip caused by:
 - a) settlement or movement of made-up ground;

- b) demolition, construction, structural alteration or repair of any property unless such activity has been specifically agreed by the **Insurers** in writing to be covered under this Policy;
 - c) groundwork or excavation at an Insured Premises.
- 3.4.1.9 Settling, cracking, shrinking, bulging or expansion of foundations (including any pedestal, pad, platform or other property supporting machinery), floors, pavements, walls, ceilings or roofs.

3.4.2 This Policy does not cover:

- 3.4.2.1 **Contamination** loss or damage to property of whatsoever nature or consequential loss unless caused by:

Fire, lightning, **Explosion**, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons (however, this shall not include malicious contamination or malicious product tampering), a Special Extension of Coverage or a Defined Peril insured by this Policy, bursting overflowing discharging or leakage of water tanks, apparatus or pipes, sprinkler leakage or impact by any road vehicle or animal happening directly to Property Insured at an Insured Premises

However, the **Insurers** will not pay for loss, damage, claim, cost, expense or other sum, including, but not limited to, any cost to clean-up, detoxify, remove, monitor or test:

- a) for a **Communicable Disease**, or
- b) any Property Insured hereunder that is affected by such **Communicable Disease**.

The **Insurers** will also not pay for loss or damage, caused by refrigerant, contacting or permeating Property Insured under refrigeration or in process requiring refrigeration, caused by a Machinery and Equipment Breakdown (even when such Machinery and Equipment Breakdown is insured by this Policy), unless specifically provided by the Insurers under this Policy.

- 3.4.2.2 Loss or damage to the Property Insured caused by or resulting from the following perils when the Insured Premises are unoccupied for more than 30 consecutive days unless the **Insured** gives the **Insurers** notice and the **Insurers** have specifically agreed in writing to provide Coverage for:
- a) freezing;
 - b) malicious damage or vandalism (other than by **Fire** or **Explosion**);
 - c) escape of water from any tank, apparatus or pipes;

- d) theft or attempted theft involving entry into or exit from unoccupied Buildings (as defined in 3.4.2.3 and 3.4.2.4) by forcible and violent means;
- e) breakage of fixed glass.

Coverage for these perils only applies to the extent that such Coverage is not otherwise excluded or limited by this Policy or its endorsements.

3.4.2.3 Theft of Property Insured in or on the Insured Premises,

unless

- a) following entry into or exit from Buildings at the Insured Premises by forcible and violent means; or
- b) theft following assault or threat to the **Insured** or any employee of the **Insured**.

For the purpose of this exclusion, Buildings are

- i) permanent structures connected to the ground, which are designed to protect people, animals or property and have a fixed roof; and
- ii) constructed on a dedicated foundation according to the rules of the local building regulations or code including all inherent apparatus, equipment and fixtures.

3.4.2.4 Theft of Property Insured (other than Property Insured **In Transit** where transit is stated as insured by this Policy) while in the open or elsewhere than at the Insured Premises;

but this shall not exclude

- a) theft or attempted theft of such property involving entry into or exit from Buildings at the premises of a sub-contractor of the **Insured** or at an exhibition by forcible and violent means or
- b) theft following assault or threat to the **Insured** or any employee of the **Insured** or of their sub-contractor;

provided such coverage for property located outside the Insured Premises has been specifically included in this Policy under an Extension of Coverage or by endorsement. Coverage remains subject to the terms and Conditions of such an Extension of Coverage.

For the purpose of this exclusion, Buildings are

- i) permanent structures connected to the ground, which are designed to protect people, animals or property and have a fixed roof; and
- ii) constructed on a dedicated foundation according to the rules of the local building regulations or code including all inherent apparatus, equipment and fixtures.

3.4.2.5 Loss or damage to any building or structure or part thereof caused by its own collapse or consequential loss arising therefrom unless resulting from **Fire**, lightning, **Explosion**, aircraft

or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, a Defined Peril insured by this Policy, bursting overflowing discharging or leakage of water tanks, apparatus or pipes, sprinkler leakage or impact by any road vehicle or animal not otherwise excluded.

3.4.2.6 Loss or damage to any machinery, boiler, computer or equipment caused by or resulting from:

- a) The explosion, bursting, cracking, rupture, fracturing, collapse, burning or overheating of gas turbines, steam boilers, hot water boilers, steam turbines, steam engines, steam pipes or other equipment for heating water, pressure vessels or apparatus in which internal pressure is due to steam only including equipment attached to and forming a part thereof and belonging to or under the control of the **Insured** other than a boiler used for domestic purposes only.

This exclusion shall not apply to explosion of accumulated gases or unconsumed fuel within the firebox or the combustion chamber of any fired vessel, other than gas turbines, or within the flues or passages which conduct the gases of combustion from them;

- b) Mechanical, electrical or electronic breakdown or derangement of the machine apparatus or equipment in which such breakdown or derangement originates including rupture or busting caused by centrifugal force;
- c) The entry of foreign bodies into operating machinery;
- d) Short-circuit, over-voltage or over-current caused by electrical currents artificially generated.

However, this shall not exclude any physical loss or damage arising therefrom, if resulting from a cause, which itself is not otherwise excluded by this Policy, nor subsequent loss or damage resulting from a cause, which itself is not otherwise excluded except for loss or damage caused by Deterioration of Stock (Spoilage) as a consequence of a Machinery and Equipment Breakdown, where coverage shall only apply to the extent coverage is provided by the Deterioration of Stock (Spoilage) Coverage of this Policy.

3.4.2.7 Unexplained disappearance unexplained or inventory shortage, accounting or billing errors, misfiling or misplacing of information.

3.4.2.8 Loss or damage to any property of the **Insured** due to the **Insured** or any partner, director or employee of the **Insured** parting with title or possession of such property if induced to do so by any fraudulent scheme, trick or false pretence.

3.4.2.9 Freezing and solidification of the contents of molten material holding units, molten material conveyance units and/or appurtenances unless resulting from **Fire**, lightning, **Explosion**, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, a Defined Peril insured by this Policy, bursting overflowing discharging or leakage of water tanks,

apparatus or pipes, sprinkler leakage or impact by any road vehicle or animal not otherwise excluded.

- 3.4.2.10 The escape of molten material from any furnace, mould, ladle, holding unit, conveyance lines and/or appurtenances.

However, this Policy covers physical loss or damage to Property Insured under this Policy caused by any ensuing **Fire** or **Explosion**, which directly results from a molten material breakout.

- 3.4.3** This Policy does not cover any loss or damage to any property whatsoever arising directly or indirectly from any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- 3.4.3.1 Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;

- 3.4.3.2 The radioactive, toxic, explosive or other hazardous or contaminating properties of any:

- a) nuclear installation, nuclear reactor or other nuclear assembly or nuclear component thereof; or
- b) radioactive matter.

- 3.4.3.3 Any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

- 3.4.3.4 War, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or public or local authority.

This Policy does not cover loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the above.

In any action, suit or other proceeding where the **Insurers** allege that by reason of the provisions of this exclusion any loss is not covered under this Policy, the burden of proving that such loss is covered shall be upon the **Insured**.

- 3.4.3.5 Dishonest, fraudulent or criminal acts by the **Insured** or any of the **Insured's** associates, proprietors, partners, officers, employees, directors, trustees or authorized representatives.

This exclusion does not apply to wilful acts of destruction caused by the **Insured's** employees, or others listed above without the **Insured's** knowledge, and resulting from a cause, which itself is not otherwise excluded.

- 3.4.3.6 Act of Terrorism. For the purpose of this Policy an Act of Terrorism means an act including but not limited to the use of force or violence and/or the threat thereof of any person or

group(s) of persons whether acting alone or on behalf of or in connection with any organization(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.

This Policy does not cover loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.

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

In any action, suit or other proceeding where the **Insurers** allege that by reason of the provisions of this exclusion any loss is not covered under this Policy, the burden of proving that such loss is covered shall be upon the **Insured**.

- 3.4.3.7 The interruption of or interference to the supply of water, electricity, fuel, steam, oil, gas, telecommunications (supply of voice, data or video), **Cloud Services**, wastewater services or waste collection and disposal services, when caused by an event off the Insured Premises.
- 3.4.3.8 **Earthquake, Volcanic Eruption, Flood, Storm** unless specifically provided as a Defined Peril under this Policy and then only within the limits and definitions of that Defined Peril.
- 3.4.3.9 Subsidence, ground heave or landslide, which originated prior to the inception of this Policy.
- 3.4.3.10 **Cyber Loss**

However, this exclusion does not apply to physical loss or damage to Property Insured under this Policy caused by any ensuing **Fire** or **Explosion** which directly results from a **Cyber Incident**, unless that **Cyber Incident** is caused by, contributed to by, resulting from, arising out of or in connection with a **Cyber Act** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act**.

- 3.4.3.11 **Communicable Disease** or the fear or threat (whether actual or perceived) of a **Communicable Disease** and/or the actual or alleged transmission of a **Communicable Disease** regardless of any other cause or event contributing and/ or occurring concurrently or in any sequence thereto.

If the **Insurers** allege that by reason of this exclusion any amount is not covered by this Policy, the burden of proving the contrary shall rest in the **Insured**.

Section 4- Business Interruption

Business Interruption coverage is only provided if Limits of Liability are shown and NCP is not stated in Section 2.3.8. provided that Business Interruption values have been declared for the **Insured** in accordance with Section 6.7.

4.1 Indemnity to Insured

4.1.1 Material Damage Proviso

If any of the Property Insured or other property (of the type insured in this Policy) used by the **Insured** at the Insured Premises for the purpose of the **Business** shall sustain loss or damage by an Insured Peril and the **Business** is or would have been in consequence thereof interrupted or interfered with the **Insurers** will pay to the **Insured** the amount of the loss resulting from such interruption or interference in accordance with the provisions contained herein and provided that at the time of such loss or damage there shall be in force an insurance covering the interest of the **Insured** in the property at the Insured Premises against such loss or damage and that payment:

4.1.1.1 has been made or liability admitted therefor;

4.1.1.2 would have been made or liability admitted therefor but for a proviso excluding liability for losses below a specified amount.

4.1.2 Combined Operating Results

The **Insurers** may include in any calculation the combined operating results of all Insured Premises in determining the loss.

4.1.3 Experience of the Business

In determining the loss, the **Insurers** will evaluate the experience of the **Business** prior to and after the loss or damage and the probable experience had no physical loss or damage by an Insured Peril occurred at an Insured Premises during the Indemnity Period. Adjustments shall be made as may be necessary to provide for the trend of the **Business** and for variations in or other circumstances affecting the **Business** either prior to or after the physical loss or damage by an Insured Peril or which would have affected the **Business** had the physical loss or damage by an Insured Peril not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the physical loss or damage by an Insured Peril would have been obtained during the relative period after the physical loss or damage by an Insured Peril.

4.1.4 Inter-Group Dependencies (Interdependencies)

The indemnity provided includes losses arising from Business Interruption at the Insured Premises as a result of loss or damage to Property Insured having occurred at other Insured Premises. The indemnity provided is subject to the limits stated in Section 2 – Declarations and all the provisions and stipulations of this Policy.

When the Maximum Indemnity Period as stated in Section 2 – Declarations differs per Insured Premises, then any insured loss arising from Inter-Group Dependencies (Interdependencies) will be adjusted in accordance with the Maximum Indemnity Period that applies to the Insured Premises where the physical loss or damage occurred, however such period cannot exceed the Maximum Indemnity Period that applies to the Insured Premises suffering the Inter-Group Dependency (Interdependency) loss.

4.1.5 Alternative Trading

If during the Indemnity Period goods shall be sold or services shall be rendered elsewhere than at the Insured Premises for the benefit of the **Business** either by the **Insured** or by others on behalf of the **Insured** the money paid or payable in respect of such sales or services shall be brought into account in arriving at the **Turnover** during the Indemnity Period.

4.1.6 Auditors and Accountants Charges

If the auditors or professional accountants of the **Insured** produce any particulars or details required by the **Insurers** from the **Insured's** books of account or other business books or documents, or any other proofs, information or evidence under the terms of Section 6.13.1.7, the **Insurers** will pay the Insured the reasonable charges payable by the **Insured** to their auditors or professional accountants provided that the sum of such reasonable charges and any other amount payable under this Section shall not exceed the liability of the **Insurers** under this Section.

4.1.7 Taxation

To the extent that the **Insured** is accountable to the tax authorities for tax on Goods and / or services on all items in this Section of this Policy will be exclusive of such tax.

4.1.8 Payments on Account

Payments on account may be made during the Indemnity Period if desired by the **Insured** subject to any necessary adjustment at the termination of such period.

4.2 Business Interruption Coverage

4.2.1 Gross Profit

Gross Profit applies to Insured Premises when Gross Profit Coverage is effected.

Gross Profit shall mean the amount by which the sum of the **Turnover** and the amount of closing stock and work in progress shall exceed the sum of the amount of the opening stock and work in progress and the amount of the **Uninsured Working Expenses**.

This Coverage is limited to loss of Gross Profit due to:

- 4.2.1.1 Reduction in **Turnover** and the increased cost of working and the amount payable as indemnity thereunder will be:
- a) In respect of a reduction in **Turnover** the sum produced by applying the **Rate of Gross Profit** to the amount by which the **Turnover** during the Indemnity Period shall in consequence of the physical loss or damage by an Insured Peril fall short of the **Standard Turnover**;
 - b) In respect of increased cost of working the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **Turnover** which but for that expenditure would have taken place during the Indemnity Period in consequence of the physical loss or damage by an Insured Peril

but not exceeding the sum produced by applying the **Rate of Gross Profit** to the amount of the reduction thereby avoided,

less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the **Business** payable out of Gross Profit as may cease or be reduced in consequence of the physical loss or damage by an Insured Peril. This Coverage does not include any such costs or expenditure incurred in respect of Extensions of Coverage that could be covered under Section 5.2

4.2.2 Departmental

If the **Business** is conducted in departments the independent trading results of which are ascertainable, the provisions of 4.2.1 shall apply separately to each department affected by the physical loss or damage by an Insured Peril provided that the Gross Profit declared by the **Insured** follows the same principles.

4.2.3 Salvage Sales

If following any physical loss or damage by an Insured Peril giving rise to a claim under this Policy the **Insured** shall hold a salvage sale during the Indemnity Period clause 4.2.1.1 a) shall for the purpose of such claim read as follows:

4.2.3.1 In respect of a reduction in **Turnover** the sum produced by applying the **Rate of Gross Profit** to the amount by which the **Turnover** during the Indemnity Period (less the **Turnover** for the period of the salvage sale) shall in consequence of the physical loss or damage by an Insured Peril fall short of the **Standard Turnover** from which sum shall be deducted the Gross Profit actually earned during the period of the salvage sale.

4.2.4 Accumulated Stocks

In adjusting any loss, account shall be taken and an equitable allowance made if any reduction in **Turnover** due to the physical loss or damage by an Insured Peril is postponed by reason of the **Turnover** being temporarily maintained from accumulated stocks of **Finished Stock** in warehouses or depots.

4.2.5 Additional Increased Cost of Working

Additional Increased Cost of Working cover may be agreed as an additional cover when Gross Profit Coverage is effected.

This Coverage is limited to the reasonable additional expenditure beyond recoverable under clause 4.2.1.1 b) increased cost of working, necessarily incurred during the Indemnity Period in consequence of the physical loss or damage by an Insured Peril for the sole purpose of minimizing any interruption of or interference with the Business which but for that expenditure would have taken place. The **Insurers** will reduce the amount payable as Additional Increased Cost of Working by the fair market value remaining at the end of the Indemnity Period for property obtained in connection with the above.

The indemnity provided is subject to the limits stated in Section 2 – Declarations.

4.3 Additional Exclusions

In addition to the exclusions provided elsewhere in this Policy, the following exclusions apply to Business Interruption Coverage:

This Section does not cover:

4.3.1 Any loss during any idle period that would have been experienced had the interruption of the **Business** not occurred. This includes but is not limited to when production, operation, services, delivery or receipt of goods or services or any other business activities would have ceased or would not have taken place or would have been prevented due to:

4.3.1.1 Planned or rescheduled shutdown;

4.3.1.2 Strikes or other work stoppage;

4.3.1.3 Any reason other than physical loss or damage insured by this Policy,

4.3.2 Any increase in Business Interruption loss due to:

4.3.2.1 Fines or damages for breach of contract or for late or non-completion of orders;

4.3.2.2 Penalties of any nature;

4.3.2.3 Any other consequential or remote factors.

4.3.3 Any Business Interruption loss due to a peril not insured under this Policy on or off from the Insured Premises.

4.3.3.1 However, in the event that an interruption is due to an Insured Peril and during such interruption a loss that is otherwise excluded occurs the **Insurers** will pay for the Business Interruption loss which is directly caused by the Insured Peril under this Section.

4.3.4 Any Business Interruption loss resulting from damage to property of others however this exclusion does not apply to Business Interruption loss suffered by the **Insured** as a direct result of the damage to property (of the type insured in this Policy) of others used by the **Insured**.

4.4 Indemnity Period

The Indemnity Period applying to any Business Interruption Coverages, except as otherwise provided under any Extension of Coverage, is as follows:

The period starting from the time of sudden and accidental physical loss or damage insured against during which the results of the **Business** shall be affected in consequence thereof and ending not later than the Maximum Indemnity Period (Time Limit) stated in Section 2 – Declarations. The expiration of this Policy will not limit the Indemnity Period.

Section 5- Extensions of Coverage and Defined Perils

5.1 Operation of Extensions of Coverage and Defined Perils

- 5.1.1 Extensions of Coverage, Special Extensions of Coverage and Defined Perils are subject to the applicable Limit of Liability and are included within and will not increase the Policy Limit.
- 5.1.2 Extensions of Coverage, Special Extensions of Coverage and Defined Perils are subject to the Policy provisions including applicable exclusions and Deductibles all as shown in this Section and elsewhere in this Policy whether or not a Limit of Liability is shown.
- 5.1.3 If Coverage is afforded under any Special Extension of Coverage or Defined Peril the applicable Limit of Liability for that Special Extension of Coverage or Defined Peril is the most the **Insurers** will pay for all the loss or damage described therein even if coverage is otherwise available under any other part of this Policy.
- 5.1.4 If Coverage is afforded under one or more Extensions of Coverage following loss or damage under a Special Extension of Coverage or a Defined Peril, the most the **Insurers** will pay for the total of such Extensions of Coverages combined, is the Limit of Liability for the Special Extension or Defined Peril shown in Section 2-Declarations.
- 5.1.5 If two or more Limits of Liability for Extensions of Coverage apply to a claim for loss or damage or some part thereof, the lesser applicable Limit of Liability will apply to the claim or to the part thereof.
- 5.1.6 If no Limit of Liability is shown in this Policy, the Limit of Liability for that Extension of Coverage, Special Extension of Coverage or Defined Peril is part of the Policy Limit.
- 5.1.7 If NCP (No Coverage Provided) is shown in the Section 2 – Declarations for any Extension of Coverage, Special Extension of Coverage or Defined Peril or portion of coverage in this Policy, then any loss or damage caused by or falling within the coverage provided by that Extension of Coverage, Special Extension of Coverage or Defined Peril or portion of coverage, is not covered under this Policy.
- 5.1.8 The **Insurers** will pay no more in any one **Occurrence** than the applicable Limit of Liability and the **Insurers** will pay no more in any one **Policy Year** than the applicable **Annual Aggregate** Limits of Liability regardless of the number of **Occurrences** involved.
- 5.1.9 In the event of loss or damage involving any one or more of the following Extensions of Coverage, Special Extensions of Coverage or Defined Perils the **Insurers** will pay no more for the total of all such Coverage combined than the Policy Limit.

5.2 Extensions of Coverage to Section 3

5.2.1 Accounts Receivable (Book Debts)

- 5.2.1.1 The **Insurers** will pay for the actual loss sustained resulting from physical loss or damage by an Insured Peril to the **Insured's** accounts receivable records as respects the following:
 - a) All sums due to the **Insured** from customers provided the **Insured** is unable to collect these sums as a result of physical loss or damage by an Insured Peril to accounts receivable records (but excluding any loss of account in **Digital Currency**);
 - b) Interest charges on any loan obtained by the **Insured** to offset impaired collections resulting from physical loss or damage by an Insured Peril to accounts receivable

records but only for such period reasonable and necessary for the **Insured** to resume normal collections;

- c) Necessary collection expense in excess of normal collection cost due to physical loss or damage by an Insured Peril to accounts receivable records; and
- d) Other expenses when reasonably incurred by the **Insured** in re-establishing accounts receivable records following physical loss or damage by an Insured Peril to accounts receivable records.

For the purpose of this Extension of Coverage credit card charge records shall be deemed to represent sums due to the **Insured** from customers until the charge records are delivered to the credit card issuers.

5.2.1.2 When there is proof that physical loss or damage by an Insured Peril of accounts receivable records has occurred and the **Insured** cannot accurately establish the total amount of accounts receivable outstanding as of the date of loss the amount payable will be calculated as follows:

- a) The monthly average of accounts receivable during the last available 12 months;
- b) The reasonable and necessary collection expenses in excess of normal collection costs due to physical loss or damage to accounts receivable records and the reasonable and necessary expenses incurred in re-establishing accounts receivable records following physical loss or damage by an Insured Peril will be adjusted in accordance with the percentage increase or decrease in the 12 months average of monthly gross revenues which may have occurred in the interim;
- c) The monthly amount of accounts receivable as established in a) above will be further adjusted in accordance with any demonstrable variance from the average for the month in which the loss occurred. Consideration will also be given to the normal fluctuations in the amount of accounts receivable within the fiscal month involved.

5.2.1.3 The **Insurers** will deduct from the total amounts of accounts receivable the amount of accounts evidenced by records not lost or damaged or otherwise established or collected by the **Insured** and an amount to allow for probable bad debts which the **Insured** normally would have been unable to collect and for the normal collection costs incurred due to accounts receivable.

5.2.1.4 The following additional exclusions apply:

The **Insurers** will not pay for

- a) shortage resulting from bookkeeping, accounting, billing errors or omissions, alteration, falsification, manipulation, concealment, destruction or disposal of accounts receivable records committed to conceal the wrongful giving, taking, obtaining or withholding of **Money, Securities and Deeds** or other property but only to the extent of such wrongful giving, taking, obtaining or withholding.

- b) any loss or shortage resulting from accounts in **Digital Currency**

5.2.2 Brands and Labels

If branded or labelled Property Insured under this Policy sustains loss or damage by an Insured Peril and the **Insurers** elect to take all or any part of that property the **Insurers** will pay for the **Insured** to stamp 'salvage' on the property or its containers or remove or obliterate the brands or labels if doing so will not damage the property. In either event, the **Insured** must re-label such property or its containers to comply with any applicable law.

5.2.3 Capital Additions at Existing Premises

The **Insurers** will pay for physical loss or damage caused by an Insured Peril from the time the **Insured** became legally responsible for any newly erected buildings, alterations, additions and improvements, machinery and plant at the Insured Premises declared to the **Insurers** but not in respect of appreciation in value provided that:

- 5.2.3.1 the **Insured** undertake to provide particulars of any such additions as soon as reasonably possible but not exceeding the timeframe specified under 2.4 after such cover applies and to effect specific insurance thereon retrospective to the date such cover applied;
- 5.2.3.2 the **Insurers** will be entitled to charge an appropriate additional premium from the date of such addition at existing Insured Premises.

This cover only operates when the **Insurers** have specifically indicated under Section 2 – Declarations, that Limits of Liability are based on the Declared Values for a specific Insured Premises.

5.2.4 Civil or Military Authority

The **Insurers** will pay for physical loss or damage directly caused by acts of destruction by order of a civil or military authority at the time of and for the purpose of preventing the spread of **Fire** provided such **Fire** did not originate from any peril excluded by this Policy.

5.2.5 Debris Removal

The **Insurers** will pay for the reasonable and necessary costs incurred for removal of debris to the nearest suitable waste disposal site, costs of storage and destruction and demolishing the remains of Property Insured following physical loss or damage by an Insured Peril to the Property Insured.

The **Insurers** will not pay for the costs of disposing of:

- a) air, water, land, fauna and flora; and
- b) property not insured under this Policy

arising from **Contamination**.

5.2.6 Expediting Costs

The **Insurers** will pay for the reasonable and necessary costs incurred by the **Insured** to pay for the temporary repair following physical loss or damage caused by an Insured Peril to Property Insured and to expedite the permanent repair or replacement of such damaged property.

The **Insurers** will not pay for costs recoverable elsewhere in this Policy or for permanent repair or replacement of damaged property.

5.2.7 Fine Arts

The **Insurers** will pay for physical loss or damage caused by an Insured Peril to **Fine Arts** at an Insured Premises.

The following additional exclusions apply.

The **Insurers** will not pay for loss or damage to **Fine Arts** directly or indirectly caused by or resulting from the following regardless of any other cause or event whether insured or not under this Policy contributing concurrently or in any other sequence to the loss:

- 5.2.7.1 breakage of glassware, marble, porcelain, statuary, and similar fragile property resulting from the article being dropped or knocked over whether intentional or accidental;
- 5.2.7.2 any repairing, restoring or retouching process; or
- 5.2.7.3 any pre-existing condition.

5.2.8 Fire Brigade Service Charges

The **Insurers** will pay for the reasonable costs and expenses for fire brigade charges and other extinguishing expenses following loss or damage by an Insured Peril to Property Insured at an Insured Premises. The Fire Brigade Service Charges are those assumed by contract or agreement prior to loss or damage or required by local ordinance.

5.2.9 Land Improvements

The **Insurers** will pay for the additional cost of reclaiming, restoring or repairing **Land Improvements** resulting from physical loss or damage caused by an Insured Peril to Property Insured at an Insured Premises.

In respect of lawns, plants, shrubs or trees the following additional exclusions apply.

This Extension of Coverage does not include loss or damage directly or indirectly caused by or resulting from any of the following regardless of any other cause or event whether insured or not under this Policy contributing concurrently or in any other sequence to the loss:

- 5.2.9.1 **Earthquake or Volcanic Eruption;**
- 5.2.9.2 **Flood;**

5.2.9.3 **Storm.**

5.2.10 Money in Locked Safe and/or Strong-Room

The **Insurers** will pay for loss or damage to Money caused by **Fire, Explosion** or by Theft whilst Money is retained at an Insured Premises in an Approved Locked Safe and/or Strong room.

The **Insurers** will not pay for:

- 5.2.10.1 loss arising from error or omission in receipts, payments or accountancy;
- 5.2.10.2 loss due to fraud or dishonesty on the part of any authorised representative of the **Insured**;
- 5.2.10.3 loss of Money from a safe or strong-room following use of the key to the safe or strong-room or any duplicate thereof; access code to the safe or strong room belonging to the **Insured**, unless these have been obtained by assault or violence or any threat thereof.

For the purpose of the Extension only, the following definitions apply:

Money shall mean **Money** and **Securities and Deeds**.

Theft shall mean loss of Money by means of assault or violence to the **Insured** or any employee of the **Insured** or entry into or exit from buildings at the Insured Premises by forcible and violent means.

Approved Safe or Strong room shall mean those, which are certified to meet the European standards for burglary protection as per Euronorm EN 1143-1 within the European Economic Area or equivalent.

The maximum insurable limit for Money stored in the Approved Locked Safe and/or Strong-room shall not exceed the maximum limit of liability shown in Section 2-Declarations, however without exceeding the maximum limits of liability for the certification grade of the Approved Locked Safe and/or Strong-room when shown in Section 2-Declarations and subject to all the provisions and stipulations of this Policy.

5.2.11 Money on Insured Premises during Business Hours

The **Insurers** will pay for loss or damage to Money caused by **Fire, Explosion** or by Theft whilst Money is retained at the Insured Premises during Business Hours, whilst stored outside an approved locked safe and/or strong room.

The **Insurers** will not pay for loss:

- 5.2.11.1 occurring after Business Hours;
- 5.2.11.2 due to shortages resulting from clerical or accounting errors, or loss due to errors in receiving or paying out;
- 5.2.11.3 of sums representing wages or salaries kept in the Insured Premises 48 hours after they have been withdrawn from a Bank or other place;
- 5.2.11.4 due to fraud or dishonesty on the part of any authorised representative of the **Insured**;

5.2.11.5 if any representative of the **Insured** has not taken reasonable safety precautions due to the circumstances to prevent loss or damage.

For the purpose of the Extension only, the following definitions apply:

Money shall mean **Money** and **Securities and Deeds**.

Theft shall mean loss of Money by means of assault or violence to the **Insured** or any employee of the **Insured** or entry into or exit from buildings at the Insured Premises by forcible and violent means.

Business Hours shall mean the **Business** and office hours including overtime hours when the **Insured's** employees are on the Insured Premises for **Business** purposes.

5.2.12 Personal Property of Officers, Employees and Visitors of the Insured

The **Insurers** will pay for loss or damage by an Insured Peril to personal effects not otherwise insured belonging to officers, employees and visitors of the **Insured** while at the Insured Premises.

5.2.13 Professional Fees

The **Insurers** will pay for the actual costs incurred by the **Insured** of reasonable fees paid 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 details contained in the **Insured's** books or documents, or such other proofs, information or evidence required by the **Insurers** resulting from loss or damage payable under this Policy for which the **Insurers** have accepted liability.

The **Insurers** will not pay for the fees and costs of attorneys, **Public Adjusters**, and loss appraisers, including any of the **Insured's** subsidiaries, related or associated entities either partially or wholly owned by the **Insured** 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

5.2.14 Public Authorities (Increased Cost of Construction)

The **Insurers** will pay for additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with the provisions of any applicable legislation or regulation (hereafter referred to as 'the Stipulations') in respect of physical loss or damage by an Insured Peril to Property Insured and undamaged portions thereof.

The **Insurers** will not pay for the cost incurred in complying with the Stipulations in respect of:

5.2.14.1 physical loss or damage by an Insured Peril occurring prior to the granting of this Extension of Coverage;

5.2.14.2 any Stipulations for which notice has been served upon the **Insured** prior to the happening of the physical loss or damage by an Insured Peril;

5.2.14.3 Stipulations for which there is an existing requirement which must be implemented within a given period;

- 5.2.14.4 property entirely undamaged;
- 5.2.14.5 the additional cost that would have been required to make good the property suffering physical loss or damage by an Insured Peril to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen;
- 5.2.14.6 the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with the Stipulations.

The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within 12 months of the physical loss or damage by an Insured Peril or within such further time as the **Insurers** may allow and may be carried out upon another site (if the Stipulations so necessitate) subject to the liability of the **Insurers** under this Extension of Coverage not being thereby increased.

If the liability of the **Insurers** under this Policy apart from this Extension of Coverage shall be reduced by the application of any of the terms and Conditions of this Policy, then the liability of the **Insurers** under this Extension of Coverage will be reduced in like proportion.

The total amount recoverable under this Policy in respect of this Extension of Coverage will not exceed:

- a) in respect of the Property Insured suffering physical loss or damage by an Insured Peril 15% of its declared value; where the declared value applies to Property Insured at more than one Insured Premises 15% of the total amount for which the **Insurers** would have been liable had the Property Insured by the item at the Insured Premises where the physical loss or damage by an Insured Peril has occurred been wholly destroyed.
- b) In respect of undamaged portions of property: 50% of the amounts recoverable under a) above.

5.2.15 Temporary Removal

The **Insurers** will pay for loss or damage caused by an Insured Peril to Property Insured (other than **Semi-Finished Products** or **Stock in Process, Finished Stock, Raw Materials**, supplies or **Merchandise**) temporarily removed from an Insured Premises for the purpose of being repaired, serviced or temporarily stored or for any other purposes, while at the premises to which such property has been moved .

The **Insurers** will not pay for property:

- 5.2.15.1 insured in whole or in part elsewhere in this Policy.
- 5.2.15.2 insured in whole or in part by any other insurance policy.
- 5.2.15.3 whilst **In Transit**.

The duration of such temporary removal is limited to 90 consecutive days unless otherwise agreed by the **Insurers**.

5.2.16 Valuable Papers and Records (Reconstruction Costs)

The **Insurers** will pay for loss or damage caused by an Insured Peril to

- a) **Valuable Papers and Records**, at the Insured Premises; and to
- b) **Electronic Data** stored on **Electronic Data** processing **Media**, owned and operated by the **Insured** at the Insured Premises, provided such **Media** suffers a physical loss or damage insured by this Policy.

For **Valuable Papers and Records**, other than such stored on **Electronic Data** processing **Media**, the **Insurers** will pay for the value of the blank **Valuable Papers and Records** and the reasonable and necessary costs incurred by the **Insured** to research, replace or restore the information lost or damaged thereon.

For **Electronic Data** stored on **Electronic Data** processing **Media**, the **Insurers** will pay for the cost to repair or replace the **Electronic Data** processing **Media** itself plus the costs of copying the **Electronic Data** from back-up or from originals of a previous generation.

The **Insurers** will not pay for loss or damage to property that cannot be repaired or restored with like kind or quality.

5.3 Extensions of Coverage to Section 4

5.3.1 Civil Authority Business Interruption

The **Insurers** will pay for the Gross Profit loss sustained by the **Insured** as provided under this Policy resulting from the necessary interruption of the **Insured's Business** at an Insured Premises if the interruption is caused by order of civil authority that prohibits access to an Insured Premises. That interruption must result from a civil authority's response to physical loss or damage caused by an Insured Peril to real property not insured under this Policy and located within the distance of the Insured Premises as stated in Section 2 - Declarations. The **Insurers** will pay for the actual Gross Profit loss sustained in excess of the applicable Deductible during the time the order remains in effect but not to exceed the number of consecutive days following such order as stated in Section 2 - Declarations up to the limit applying to this Extension of Coverage.

The **Insurers** will not pay for Gross Profit loss resulting from any interruption by civil authorities

- a) resulting from a **Cyber Loss**, regardless of any other cause or event contributing concurrently or in any other sequence thereto; or
- b) resulting from any interruption by civil authorities of less than the **Qualifying Period**.

5.3.2 Contingent Business Interruption

5.3.2.1 Specified Suppliers and/or Specified Customers

The **Insurers** will pay for the Business Interruption loss as provided under this Policy sustained by the **Insured** during the Indemnity Period directly resulting from the necessary interruption of the **Insured's Business** at an Insured Premises if the interruption results from physical loss or damage caused by an Insured Peril to property (of the type insured under

this Policy) of a **Specified Supplier** or a **Specified Customer** within the territorial scope of this Policy.

The **Insurers** will not pay for Business Interruption losses:

- a) caused by **Specified Suppliers** and/or **Specified Customers** due to **Earthquake, Volcanic Eruption, Flood or Storm** unless specifically granted under this Policy and stated in Section 2-Declarations. Where coverage applies to named locations of **Specified Suppliers** and/or **Specified Customers**, they must be included in a **Schedule of Locations of Specified Suppliers and/or Specified Customers**;
- b) resulting from any supplier of electricity, water, fuel, steam, oil, gas, telecommunications (supply of voice, data or video), **Cloud Services**, wastewater services and waste collection and disposal services;
- c) resulting from a **Cyber Loss**, regardless of any other cause or event contributing concurrently or in any other sequence thereto.

5.3.2.2 Direct Unspecified Suppliers and/or Direct Unspecified Customers

The **Insurers** will pay for the Business Interruption loss as provided under this Policy sustained by the **Insured** during the Indemnity Period directly resulting from the necessary interruption of the **Insured's Business** at an Insured Premises if the interruption results from physical loss or damage caused by an Insured Peril to property (of the type insured under this Policy) of a **Direct Unspecified Supplier** or a **Direct Unspecified Customer** manufacturer or processor of components goods or materials within the territorial scope of this Policy.

The **Insurers** will not pay for Business Interruption losses:

- a) caused by **Direct Unspecified Suppliers** and/or **Direct Unspecified Customers** due to **Earthquake, Volcanic Eruption, Flood or Storm** unless specifically granted under this Policy and stated in Section 2- Declarations; or
- b) resulting from any supplier of electricity, water, fuel, steam, oil, gas, telecommunications (supply of voice, data or video), **Cloud Services**, wastewater services or waste collection and disposal services; or
- c) resulting from a **Cyber Loss**, regardless of any other cause or event contributing concurrently or in any other sequence thereto.

5.3.3 Denial of Access (Ingress/Egress)

The **Insurers** will pay for the actual Gross Profit loss sustained by the **Insured** as provided under this Policy resulting from the interruption of the **Insured's Business** at the Insured Premises if ingress or egress to that Insured Premises by the **Insured's** suppliers, customers or employees is prohibited by physical obstruction due to physical loss or damage caused by an Insured Peril to real property not insured under this Policy and located within the distance of the Insured Premises as stated in Section 2 - Declarations. The **Insurers** will pay for the actual Gross Profit loss sustained in excess of the applicable Deductible during the time ingress or egress remains prohibited by physical obstruction but not to

exceed the number of consecutive days as stated in Section 2 - Declarations following such obstruction up to the limit applying to this Extension of Coverage.

The **Insurers** will not pay for Gross Profit loss: due to obstructed or impaired ingress or egress to any Insured Premises:

- a) caused by **Earthquake, Volcanic Eruption, Flood or Storm**; or
- b) resulting from a **Cyber Loss**, regardless of any other cause or event contributing concurrently or in any other sequence thereto; or
- c) resulting from any ingress or egress of less than the **Qualifying Period**.

5.3.4 Loss of Rent (Rental Value)

The **Insurers** will pay for the loss of rent as provided under this Policy of certain buildings at the Insured Premises as required under the terms of the respective leases and where the Rent Receivable amount has been declared by the **Policyholder** or where the Rent Receivable has been declared as part of the **Insured's** Gross Profit. The Rent Receivable amount is the amount of the rent and other income received or receivable from the letting of the Insured Premises and for services rendered thereat.

The Coverage on Loss of Rent applies if the said building or any part thereof is unfit for occupation in consequence of physical loss or damage by an Insured Peril and then the amount payable will not exceed such proportion of the rent as the period necessary for reinstatement bears to the period of rent insured, but not to exceed the Indemnity Period applying to this Extension of Coverage as stated in Section 2-Declarations.

5.3.5 Research and Development

The **Insurers** will pay for the fixed charges and expenses actually incurred by the **Insured** during the Indemnity Period directly attributable to the interruption of research and development projects that would not have produced income. The loss must result from the necessary interruption to the research and development project at an Insured Premises that is caused by physical loss or damage by an Insured Peril to Property Insured or other property (of the type insured under this Policy) used by the **Insured**.

The **Insurers** will not pay for any

- a) other loss of Gross Profit; or
- b) for any fixed charges and/or expenses otherwise payable elsewhere in the Policy under this Extension of Coverage.

5.4 Extensions of Coverage to Sections 3 and 4

5.4.1 Miscellaneous Unnamed Locations

The **Insurers** will pay for loss or damage to Property Insured caused by an Insured Peril at **Miscellaneous Unnamed Locations** and for the Business Interruption loss sustained by the **Insured** during the Indemnity Period.

The **Insurers** will not pay for loss or damage at **Miscellaneous Unnamed Locations** caused by **Earthquake, Volcanic Eruption, Flood or Storm** unless specifically granted under this Policy and stated in Section 2- Declarations.

5.4.2 Off Premises Service Interruption Property Damage and Business Interruption Loss (Public Utilities)

The **Insurers** will pay for:

- 5.4.2.1 sudden and accidental physical loss or damage to Property Insured at an Insured Premises directly resulting from the interruption of the electricity, water, fuel, steam, oil, gas, telecommunications (supply of voice, data or video), **Cloud Services**, waste water services or waste collection and disposal services; and/or
- 5.4.2.2 the Business Interruption loss as provided under this Policy sustained by the **Insured** during the Indemnity Period directly resulting from the necessary interruption of the **Insured's Business** at an Insured Premises,

if the sudden and accidental physical loss or damage and/or the interruption results from physical loss or damage caused by an Insured Peril to property (of the type not excluded by this Policy) at any:

- a) generating station or sub-station of any public or private electricity supply undertaking;
- b) land based premises of any public or private gas, steam, oil or fuel supply undertaking or of any natural gas producer linked directly therewith;
- c) water works and pumping stations of any public or private water supply or wastewater service undertaking;
- d) land based premises of any public or private waste collection and disposal services; or
- e) land based premises of any public or private telecommunications (supply of voice, data or video) undertaking or **Cloud Services** provider.

from which the **Insured** obtains electricity, water, fuel, steam, oil, gas, telecommunications (supply of voice, data or video), **Cloud Services**, wastewater services or waste collection and waste disposal services.

The **Insurers** will not pay for loss or damage:

- i) caused by **Earthquake, Volcanic Eruption, Flood, or Storm**;
- ii) resulting from any interruption of electricity, water, fuel, steam, oil, gas, telecommunications (supply of voice, data or video), **Cloud Services**, wastewater services or waste collection and disposal services supplies of less than the **Qualifying Period**;
- iii) due to the deliberate act of a supply authority in withholding the supply of electricity, water, fuel, steam, oil, gas, telecommunications (supply of voice, data or video), **Cloud Services**, wastewater services or waste collection and disposal services;
- iv) resulting from a **Cyber Loss**, regardless of any other cause or event, whether or not insured under this Policy, contributing concurrently or in any other sequence to the loss.

5.4.3 Protection and Preservation of Property

The **Insurers** will pay for:

- 5.4.3.1 The reasonable and necessary costs incurred for actions to temporarily protect or preserve Property Insured provided such actions are necessary due to actual or to prevent impending physical loss or damage due to an Insured Peril to such Property Insured including during temporary removal; and
- 5.4.3.2 The actual Gross Profit loss sustained by the Insured prior to and after the Insured first taking reasonable action for the temporary protection and preservation of Property Insured. However, such action must be necessary to prevent impending physical loss or damage due to an Insured Peril of such Property Insured.

The **Insurers** will pay for the actual Gross Profit loss sustained during such temporary protection and preservation of property insured but not to exceed the number of hours stated in Section 2 – Declarations prior to and after the **Insured** first taking reasonable action for the temporary protection and preservation of Property Insured.

This Extension of Coverage is subject to the Deductible provisions that would have applied had the physical loss or damage occurred.

5.5 Special Extensions of Coverage to Sections 3 and 4

Coverage for Section 4 Business Interruption only applies where specifically agreed under the respective Special Extension of Coverage.

5.5.1 Machinery and Equipment Breakdown

The **Insurers** will pay for the sudden and accidental physical loss or damage to Machinery and Equipment and the Business Interruption loss (as provided under this Policy) caused by or resulting from:

- 5.5.1.1 The explosion, bursting, cracking, rupture, fracturing, collapse, burning or overheating of gas turbines, steam boilers, hot water boilers, steam turbines, steam engines, steam pipes or other equipment for heating water, pressure vessels or apparatus in which internal pressure is due to steam only including equipment attached to and forming a part thereof and belonging to or under the control of the **Insured** other than a boiler used for domestic purposes only; except for explosion of accumulated gases or unconsumed fuel within the firebox or the combustion chamber of any fired vessel, other than gas turbines, or within the flues or passages which conduct the gases of combustion from them.
- 5.5.1.2 Mechanical, electrical or electronic breakdown or derangement of the machine apparatus or equipment in which such breakdown or derangement originates including rupture or busting caused by centrifugal force.
- 5.5.1.3 The entry of foreign bodies into operating Machinery and Equipment.
- 5.5.1.4 Short-circuit, over-voltage or over-current caused by electrical currents artificially generated.

The **Insurers** will not pay for loss or damage under this Special Extension of Coverage in respect of:

5.5.1.5 Application of tools

Loss or damage caused by the application of any tool or process to any item of Machinery during maintenance inspection repair alteration modification or overhaul.

5.5.1.6 Breakdown of New Machinery and Equipment

Loss or damage to any item of Machinery and Equipment due to its own breakdown or explosion occurring within 30 days of its initial installation at the Insured Premises.

5.5.1.7 Brickwork

Loss or damage to brickwork, masonry foundations or chimneys.

5.5.1.8 Breakdown of **Computer System** Equipment

Loss or damage to any item of **Computer Systems** or auxiliary equipment occasioned by its own breakdown unless there is in force a Comprehensive Maintenance Agreement in respect of the item.

5.5.1.9 **Cyber Loss and Electronic Data**

- a) Loss or damage to any Machinery and Equipment arising directly or indirectly from a **Cyber Loss**; and/or
- b) liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Electronic Data**, unless covered within the limits and the provisions of the Extension of Cover 5.2.16 **Valuable Papers and Records**;

5.5.1.10 Furnaces

Damage caused by the burnthrough of molten material contained in a furnace or damage to refractory linings or brickwork or other parts of furnaces ovens or kilns by burning cracking or distortion due to heat.

5.5.1.11 Guarantee or Maintenance

Loss or damage for which any manufacturer supplier agent or maintenance undertaking is responsible under the terms of a guarantee or maintenance agreement to the extent that the **Insured** makes a recovery, or the **Insured** is relieved of responsibility under any rental hire or lease agreement.

5.5.1.12 Incorrect Storage

Any additional expenditure in consequence of failure to comply with manufacturer's recommendations relating to storage of computer **Media**.

5.5.1.13 Refractory Material

Loss or damage to insulating or refractory material, but not excluding the glass lining of any Machinery and Equipment.

5.5.1.14 Renewable Parts

Loss or damage to tools dies moulds and parts requiring periodical renewal.

5.5.1.15 Service Interruption

Any loss or damage in consequence of an interruption of the electricity, water, fuel, steam, oil, gas, telecommunications (supply of voice, data or video), **Cloud Services**, waste water services or waste collection and disposal services except as specifically provided under this Policy for under 5.4.2 Off Premises Service Interruption Property Damage and Business Interruption Loss (Public Utilities).

5.5.1.16 Solidification of Materials

Loss or damage caused by or arising from freezing, solidification or inadvertent escape of molten materials.

5.5.1.17 Testing

Loss or damage to any item of Machinery and Equipment which at the time of the occurrence of such loss or damage is undergoing a hydraulic test or any form of testing involving abnormal stresses or intentional overloading.

5.5.1.18 Unproven Software

Any additional expenditure in consequence of the use by the **Insured** of software in respect of which development has not been finalised or which has not passed all testing procedures, or which has not been successfully proven.

5.5.1.19 Wear and Tear

The cost of rectification or making good:

- a) wear and tear, gradual deterioration due to atmospheric conditions, or rust, corrosion, or oxidation or scratching of painted or polished surfaces;
- b) gradually developing defects, flaws, deformation, distortion, cracks or partial fractures

but insured loss or damage resulting from them is not excluded.

5.5.1.20 Wilful Act

Loss or damage caused by the wilful act or wilful neglect of the **Insured**.

Subject to the terms Conditions and exclusions of this Policy. Where any difference occurs between the interpretation of terms or exclusions expressed under Special Extension of Coverage 5.5.1 and those otherwise within this Policy those under Special Extension of Coverage 5.5.1 will take precedence.

Definitions applicable to 5.5.1

- 5.5.1.21 Machinery and Equipment shall mean all installed mechanical or electrical machines or apparatus used for the generation, transmission, or utilization of mechanical or electrical power, refrigerating and air conditioning systems, any metal piping and its accessory equipment owned by or leased to the **Insured** for the purpose of the **Business** including any boiler fired pressure vessel, unfired vessel normally subject to vacuum or internal pressure other than weight of its contents, and which is included within the Property Insured but excluding:
- a) **Vehicles**, aircraft, self-propelled equipment or floating vessels including any Property Insured (equipment) that is mounted upon or used solely with any one or more vehicle(s), aircraft, self-propelled equipment or floating vessels; or
 - b) Machinery and Equipment, which is prototype or experimental; or
 - c) Part of pressure or vacuum equipment that is not under internal pressure of its contents or internal vacuum; or
 - d) Non-metallic pressure or vacuum equipment unless it is constructed and used in accordance with a recognized engineering society code or another appropriate and approved code; or
 - e) Vessels, piping and other equipment that is buried below ground and requires the excavation of materials to inspect, remove, repair or replace; or
 - f) Drag-line, excavation or construction equipment including any Property Insured or Machinery and Equipment that is mounted upon or used solely with any one or more dragline, excavation, or construction equipment; or
 - g) 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; or
 - h) Machinery and Equipment or any part of such Machinery and Equipment manufactured by the **Insured** for sale or Machinery and Equipment as stock in trade and merchandise of the Insured's **Business**. or
 - i) Consumables and contents including but not limited to catalysts, chemicals, fuels, coolants, lubricants and cleaning products.
- 5.5.1.22 Comprehensive Maintenance Agreement shall mean an agreement that provides remedial repair of faults or breakdowns, which happens in the course of normal operation of

the insured **Computer System** Equipment and includes the costs of all parts and labour. The **Insured** will supply to the **Insurers** a copy of any such agreement on request.

Conditions applicable to 5.5.1

5.5.1.23 Basis of Indemnity

In the event of any claim for physical loss or damage under this Special Extension of Coverage the basis of indemnity for Machinery and Equipment will be:

- a) Where an insured item of Machinery and Equipment can be repaired the **Insurers** will pay the reasonable costs and expenses necessarily incurred to restore the damaged item to its former state of serviceability and the cost of dismantling and re-erection incurred for the purpose of effecting repairs including the cost of ordinary freight to and from a repair shop including any customs duties.
- b) No deduction will be made for depreciation in respect of parts replaced but the value of any salvage will be considered.
- c) If the cost of repairs equals or exceeds the **Actual Cash Value** of the Machinery and Equipment insured immediately prior to the physical loss or damage the item will be regarded as destroyed and indemnity will be made on the basis of 5.5.1.23 d).
- d) Where an insured item of Machinery and Equipment is destroyed the **Insurers** will pay the **Actual Cash Value** of the item including any normal charges for the removal of the Machinery and Equipment destroyed but the value of any salvage shall be considered.

5.5.1.24 Restricted Life

In partial derogation to paragraph, 5.5.1.23 b), the indemnity provided in respect of conveyor belts materials and other parts of Machinery and Equipment which have a limited working life will be restricted to the value of such part or parts at the time of the indemnifiable loss or damage due allowance having been made for the length of the time the part or parts have been in service.

5.5.1.25 Duplicate Records

The **Insured** will back-up data records in line with the Supplementary Conditions for Back-up of Data Records specified under 6.26.7.

Extension applicable to 5.5.1

5.5.1.26 Deterioration of Stock (Spoilage)

The **Insurers** will pay for physical loss or damage to Property Insured being Stock In Any Cold Chamber (consisting of **Semi-Finished Products or Stock in Process, Finished Stock, Raw Materials**, supplies or **Merchandise**) requiring any refrigerating, cooling or humidity control apparatus or equipment, only while such equipment or apparatus is located on the Insured Premises and the spoilage is in consequence of a sudden and accidental Machinery and Equipment Breakdown insured by this Policy.

The term “Stock In Any Cold Chamber” (consisting of **Semi-Finished Products** or **Stock in Process, Finished Stock, Raw Materials**, supplies or **Merchandise**) shall mean perishable stock, that requires refrigeration, cooling or humidity control apparatus or equipment (including but not limited to cold rooms).

The **Insurers** will pay for physical loss or damage (spoilage) to Property Insured that is Stock In Any Cold Chamber provided that:

- a) the refrigeration, cooling or humidity control apparatus or equipment is located on the Insured Premises; and
- b) the spoilage results from a sudden and accidental Machinery and Equipment Breakdown insured by this Policy; and
- c) at the time of the breakdown causing the spoilage, the Property Insured was:
 - i. in refrigeration, cooling or humidity control apparatus or equipment
 - ii. elsewhere at the Insured Premises and which but for the breakdown would in the normal course be placed in the refrigeration, cooling or humidity control apparatus or equipment.

Subject otherwise to the terms Conditions and exclusions of this Policy the **Insurers** will not pay for physical loss or damage resulting from a spoilage of Stock in Any Cold Chamber due to an interruption of the refrigeration, cooling or temperature and/or humidity control process lasting less than the **Qualifying Period**.

5.6 Defined Perils

5.6.1 Earthquake and Volcanic Eruption

- 5.6.1.1 The **Insurers** will pay for sudden and accidental physical loss or damage to Property Insured and Business Interruption and Extensions of Coverage loss as provided under this Policy if such loss or damage is caused by **Earthquake** or **Volcanic Eruption** regardless of any other cause or event contributing concurrently or in any other sequence of loss.

Loss or damage by **Earthquake** or **Volcanic Eruption** includes any ensuing physical loss or damage including but not limited to losses resulting from **Flood**.

- 5.6.1.2 Any **Earthquake** or **Volcanic Eruption** that occurs within the **Time Specification** stated in Section 2.5 will constitute a single **Occurrence**. The expiration of this Policy will not reduce that period. The **Insurers** will not pay for any loss caused by any **Earthquake** or **Volcanic Eruption** where the **Occurrence** has started prior to the effective date and time of this Policy.

5.6.2 Flood

- 5.6.2.1 The **Insurers** will pay for sudden and accidental physical loss or damage to Property Insured and Business Interruption and Extensions of Coverage loss as provided under this Policy if such loss or damage is caused by **Flood** regardless of any other cause or event contributing concurrently or in any other sequence of loss.

Loss or damage by **Flood** includes any ensuing physical loss or damage.

Any loss or damage resulting from **Earthquake, Volcanic Eruption** or **Storm** will not be loss by **Flood**.

- 5.6.2.2 Any **Flood** that occurs within the **Time Specification** stated in Section 2.5 will constitute a single **Occurrence**. The expiration of this Policy will not reduce that period. The **Insurers** will not pay for any loss caused by any **Flood** where the **Occurrence** has started prior to the effective date and time of this Policy.

5.6.3 Storm

- 5.6.3.1 The **Insurers** will pay for sudden and accidental physical loss or damage to Property Insured and Business Interruption and Extensions of Coverage loss as provided under this Policy if such loss or damage is caused by a **Storm** regardless of any other cause or event contributing concurrently or in any other sequence of loss.

Loss or damage by **Storm** includes any ensuing physical loss or damage.

- 5.6.3.2 Any **Storm** damage that occurs within the **Time Specification** stated in Section 2.5 will constitute a single **Occurrence**. The expiration of this Policy will not reduce that period. The **Insurers** will not pay for any loss caused by any **Storm** where the **Occurrence** has started prior to the effective date and time of this Policy.

Section 6- General Policy Conditions

6.1 Alteration

6.1.1 Unless its continuance is agreed by the **Insurers** in writing this Policy will cease with respect to any of the Property Insured regarding which there is any alteration after the commencement of this Policy:

6.1.1.1 by removal of the Property Insured from the Insured Premises, except where coverage is provided under this Policy;

6.1.1.2 whereby the interest of the **Insured** ceases, except by will or operation of law;

6.1.1.3 either in the **Business** or in the Insured Premises or property therein, whereby the risk of loss or damage by an Insured Peril is increased.

6.1.2 Section 4 of this Policy will cease if after the commencement of this Policy:

6.1.2.1 the **Business** be wound up or carried on by a liquidator or receiver or permanently discontinued;

6.1.2.2 the **Insured's** interest ceases.

6.1.3 Joiners or other tradesmen may be employed to effect repairs or minor structural alterations in all or any of the Insured Premises without prejudice to the Policy.

6.2 Arbitration Agreement

The parties to the contract mutually agree and enter into a separate Arbitration Agreement as per Appendix G to settle any and all disputes in relation to this policy. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

6.3 Cancellation and Non-Renewal

6.3.1 Cancellation

In case of non-payment of premium this Policy may be cancelled by the **Insurers** by giving to the **Policyholder** 10 days written notice of cancellation. This Policy will be cancelled retroactively at the date the premium was due.

6.3.2 Non-Renewal

This Policy lapses automatically on the date of expiration.

6.3.3 International Program

This Policy will be automatically cancelled if the **International Insurance Program** specified in the Schedule ends for any reason unless continuation of this Policy is agreed in writing by the **Insurers**.

6.4 Concealment, Misrepresentation or Fraud

6.4.1 This Policy is void as to all **Insureds** in any case of fraud by any **Insured** as it relates to this Policy at any time. It is also void if any **Insured** at any time intentionally conceals or misrepresents a material fact concerning:

6.4.1.1 This Policy;

6.4.1.2 The Property Insured;

6.4.1.3 The **Insured's** interest in Property Insured;

6.4.1.4 A claim under this Policy.

6.5 Currency for Loss Payment

Losses will be adjusted and paid in the currency stated in 2.2 unless agreed otherwise by the **Insured** and the **Insurers**.

In the event of a loss adjustment involving foreign currency the exchange-selling rate will be calculated as follows:

6.5.1 Conversion of foreign currency into **INR** (local currency) or INR into foreign currency will be at the rate of exchange published by the State Bank of India;

6.5.2 in respect of Property Damage losses (and related Extensions of Coverage) the conversion will be based on the rate of exchange published on the date of settlement;

6.5.3 in respect of Business Interruption losses (and related Extensions of Coverage) the conversion will be based on the average of the rate of exchange published on the date of loss and the rate of exchange published on the last day of the Indemnity Period.

6.5.4 If the State Bank of India did not publish a rate of exchange on the stipulated date the rate of exchange will be as published on the next business day.

6.6 Data Protection

The **Insurers** hold personal data in accordance with the Digital Personal Data Protection Act, 2023 (as may be amended from time to time). It may be necessary for **Insurers** to pass data to other organizations that supply products and services associated with this Policy. This may include transferring data outside of India. In order to verify information or to prevent and detect fraud **Insurers** may share information given by the **Insured** with other public bodies including the police accessing and updating various databases. If the **Insured** give **Insurers** false or inaccurate information and **Insurers** suspect fraud, they will record this, and the information will be available to other organizations that have access to the databases. **Insurers** will supply details of the databases that they access or contribute to on request.

6.7 Declaration of Values and Average

6.7.1 Declaration of Values

At the inception of each Policy Period, the **Policyholder** undertakes to declare to the **Insurers** the total value at risk at the Insured Premises (including the values of Property Insured located at **Miscellaneous Unnamed Locations**), which for the purpose of this declaration will be:

- 6.7.1.1 The reinstatement (new replacement) value of that part of the Property Insured (other than leased buildings which the landlord has a responsibility to insure) which is buildings and plant as if such property were reinstated on the first day of the year of insurance. Such value to include architects and other professionals' fees necessary to reinstate or replace the Property Insured but exclude other professional fees and debris removal costs as specifically covered under Section 5 – Extensions of Coverage and Defined Perils. Any Value Added Tax, Goods and Services Tax or equivalent must be included within the Declared Values where it is known not to be recoverable.
- 6.7.1.2 The cost of replacing the amount of stock (**Semi-Finished Products** or **Stock in Process, Finished Stock, Raw Materials**, supplies or **Merchandise**) as at the preceding stock-taking.
- 6.7.1.3 The projected Gross Profit values to reflect a loss on the last day of the Policy Period during the full Indemnity Period.
- 6.7.1.4 For the Coverage of Loss of Rent (Section 5.3.4), the projected Rent Receivable values to reflect a loss on the last day of the Policy Period during the full Indemnity Period (unless already included as part of the projected Gross Profit).

6.7.2 Average

If the actual values arrived at in accordance with Section 6.7 at the inception of the current year of insurance exceed the values declared then in the event of loss or damage caused by an Insured Peril to the Property Insured the liability of the **Insurers** for any such loss or damage will be limited to that proportion thereof which the values declared bear to the said actual values.

6.8 Inspections and Surveys

- 6.8.1 The **Insurers** have the right but not the obligation to make inspections and surveys at any time to give the **Insured** reports on the conditions found and to recommend or require changes.
- 6.8.2 Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. The **Insurers** do not make safety inspections. The **Insurers** do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public nor do they represent that conditions are safe, healthful, or comply with laws, regulations, codes or standards.
- 6.8.3 This provision applies not only to the **Insurers** but also to any rating, advisory, rate service or similar organization appointed by the **Insurers** to make insurance inspections, surveys, reports or recommendations.

6.9 Jurisdiction / Governing Law

This Policy is governed by and is construed according to the law of **India** without reference to its rules concerning conflicts of law.

Any reference to any statute or statutory instrument will include any modifications or re-enactment thereto.

In the event that the Arbitration Agreement (6.2) would be void, null or inoperative the parties agree to submit any dispute arising out of or in connection with this Policy to the exclusive jurisdiction of the Courts of India.

6.10 Agreed Bank Clause

It is hereby declared and agreed:-

6.10.1 That upon any monies becoming payable under this Policy the same shall be paid by the Insurers to the Bank and such part of any monies so paid as may relate to the interests of other parties insured hereunder shall be received by the Bank as Agents for such other parties.

6.10.2 That the receipts of the Bank shall be complete discharge of the Insurers therefore and shall be binding on all the parties insured hereunder.

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

6.10.3 That if and whenever any notice shall be required to be given or other communication shall be required to be made by the **Insurers** to the **Insured** or any of them in any manner arising under or in connection with this Policy such notice or other communication shall be deemed to have been sufficiently given or made if given or made to the Bank.

6.10.4 That any adjustment, settlement, compromise or reference to arbitration in connection with any dispute between the **Insurers** and the **Insured** or any of them arising under or in connection with this Policy if made by the Bank shall be valid and binding on all parties insured hereunder but not so as to impair rights of the Bank to recover the full amount of any claim it may have on other parties insured hereunder.

6.10.5 That this insurance so far only as it relates to the interest of the Bank therein shall not cease to attach to any of the insured property by reason of operation of Condition 3 of the Policy except where a breach of the Condition has been committed by the Bank or its duly authorised agents or servants and this insurance shall not be invalidated by any act or omission on the part of any other party insured hereunder whereby the risk is increased or by anything being done to upon or any building hereby insured or any building in which the goods insured under the Policy are stored without the knowledge of the Bank provided always that the Bank shall notify the **Insurers** of any change of ownership or alterations or increase of hazards not permitted by this insurance as soon as the same shall come to its knowledge and shall on demand pay to the **Insurers** necessary additional premium from the time when such increase of risks first took place and

6.10.6 It is further agreed that whenever the **Insurers** shall pay the Bank any sum in respect of loss or damage under this Policy and shall claim that as to the Mortgagor or owner no liability therefore existed, the **Insurers** shall become legally subrogated to all the rights of the Bank to the extent of such payments but not so as to impair the right of the Bank to recover the full amount of any claim it may have on

such Mortgagor or Owner or any other party or parties insured hereunder or from any securities or funds available.

N.B: In cases where the name of any Central Government or State Government owned and / or sponsored Industrial Financing or Rehabilitation Financing Corporations and /or Unit Trust of India or General Insurance Corporation of India and/or its subsidiaries or LIC of India/ any Financial Institution is included in the title of the Fire Policy as mortgagees, the above Agreed Bank Clause may be incorporated in the Policy substituting the name of such institution in place of the word 'Bank' in the said clause.

6.11 Liberalization

If during the period that the insurance is in force under this Policy any laws are revised so as to broaden this insurance without additional premium charge such extended or broadened insurance will inure to the benefit of the **Insured** effective the date of the change specified in such law.

6.12 Loss Adjustment

Losses will be adjusted with and payable to the **Insured** as shown on this Policy or as directed by the **Policyholder** if legally permitted. Additional insured interests will also be included in loss payment as their interests may appear when named as Lender, mortgagee and/or loss payee in any certificates of insurance issued by the **Insurers** or on file with the **Insurers**.

6.13 Loss Conditions

6.13.1 Obligations in the Event of a Loss

Upon the discovery of an event in respect of which a claim may be made under this Policy the **Insured** will:

- 6.13.1.1 report the loss to the **Insurers** immediately on learning thereof; and
- 6.13.1.2 supply the **Insurers** as soon as reasonably possible in writing with full particulars of the cause, amount and circumstances of the loss and allow any reasonable inquiries to be made; and
- 6.13.1.3 substantiate its right to claim and justify the extent of the **Insurers** liability and on request furnish within reasonable time and specifying its value a signed inventory of the property existing prior to and after the loss and of the damaged property; and
- 6.13.1.4 as far as possible protect and preserve the Property Insured during and after the event and take care to reduce the loss; and
- 6.13.1.5 refrain from altering the damaged property to make it difficult or impossible to ascertain the cause or the amount of the loss unless such alterations have been carried out either to reduce the loss or in the public interest.
- 6.13.1.6 in the case of theft in addition:

- a) notify the police authorities immediately, request an official investigation and refrain from removing or changing any traces left by the perpetrator unless permitted to do so by the police; and
- b) take all reasonable measures to the best of its knowledge and in compliance with instructions from the police or the **Insurers** to identify the culprit and to recover the stolen articles; and
- c) notify the **Insurers** immediately when stolen property has been recovered or when any information as to its whereabouts has been received.

6.13.1.7 in the case of Business Interruption in addition:

- a) notify the **Insurers** immediately; and
- b) minimise the loss during the Indemnity Period. During the Indemnity Period the **Insurers** may request any measures it deems appropriate and review the arrangements made; and
- c) advise the **Insurers** of the resumption of full business **Operations** if falling within the Indemnity Period; and
- d) allow any investigations on cause, amount and circumstances of the loss as well as the extent of the liability to be made. To such an end the **Insured** may on demand be required to submit to the **Insurers** accounts, inventories, balance sheets, statistics, vouchers and other data relating to the course of the **Business** of the year immediately preceding the commencement of the Policy Period those of the current business year and of the 3 preceding years; and
- e) draft at the request of the **Insurers** an interim balance sheet at the beginning and at the end of the Indemnity Period whereby both the **Insurers** and their expert are entitled to participate in the stock-taking.

6.13.2 Abandonment

There may be no abandonment of any property to the **Insurers**.

6.13.3 Subrogation

The **Insured** is required to cooperate in any subrogation proceedings. To the extent of the **Insurers** payment the **Insured's** rights of recovery against any party are transferred to the **Insurers**.

The **Insurers** acquire no rights of recovery that the **Insured** has expressly waived prior to a loss nor will such waiver affect the **Insured's** rights under this Policy though the **Insurers** will still be entitled to pursue recoveries in respect of any wilful or deliberate acts from the parties concerned other than from:

- 6.13.3.1 any company standing in the relation of parent to subsidiary (subsidiary to parent) to the **Insured** as defined in the Companies Act 2013 or as appropriate current at the time of loss;

- 6.13.3.2 any company which is a subsidiary of a parent company of which the **Insured** are themselves a subsidiary.

Any recovery from subrogation proceedings less costs incurred by the **Insurers** in such proceedings will be payable to the **Insured** in the proportion that the amount of any applicable Deductible and/or any provable uninsured loss bears to the entire provable loss amount.

6.14 Loss Payment and Settlement of Claims

- 6.14.1 In the event of loss or damage to Property Insured the **Insurers** will at their option either:

- 6.14.1.1 pay the value of lost or damaged property;
- 6.14.1.2 pay the cost of repairing or replacing the lost or damaged property;
- 6.14.1.3 take all or any part of the property at any agreed valuation;
- 6.14.1.4 repair rebuild or replace the property with other property of like kind and quality.

- 6.14.2 The **Insurers** will give notice of their intentions within 30 days of receiving the sworn statement of loss or as required by law.

- 6.14.3 The **Insurers** will not pay more than the **Insured's** financial interest in the Property Insured other than in respect of third-party property and the personal effects of employees, customers or visitors to the extent that these are insured by this Policy.

- 6.14.4 The **Insurers** will pay for covered loss or damage within 30 days or as required by law:

- 6.14.4.1 after receiving the sworn statement of loss if the **Insured** has complied with all the terms of this Policy; and
- 6.14.4.2 the **Insurers** have reached agreement on the amount of loss or an arbitrational award has been made.

- 6.14.5 Notice to any agent or knowledge possessed by any agent or by any other person will not create a waiver or change any part of this Policy or prevent the **Insurers** from asserting any rights under this Policy.

6.15 Control of Damaged Goods

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

6.16 Notifications to the Insurer

All notifications and communications under this Policy must be made to:

Zurich Kotak General Insurance Company (India) Limited
401, 4th Floor,
Silver Metropolis, Jai Coach Compound,
Off Western Express Highway, Goregaon (East),
Mumbai- 400063. Maharashtra, India.

6.17 No Reduction by Loss

Loss or damage will not reduce the amount of insurance recoverable except where an **Annual Aggregate** applies. The reinstatement of any exhausted **Annual Aggregate** is not permitted unless authorized by the **Insurers** in writing.

6.18 Other Insurance

Insurance that is intended to pay proportionally with this insurance as a part of a property insurance plan or program expressly written with other participants is not other insurance as described below.

The **Insurers** will not pay if at the time of loss or damage there is any other insurance that would attach in absence of this insurance except that this insurance will apply only as excess and in no event as contributing insurance and then only after any other insurance has been exhausted (unless this Policy is specifically written to be contributory insurance).

When the **Insurers** are issuing a Policy for a quota share (the “quota share part”, being any part of less than 100%), then the **Insurers** shall not be liable to pay or contribute more than its rateable proportion (the “quota share part”) of any or loss damage based on the terms, Conditions and provisions of this Policy.

The **Insurers** give the **Insured** permission to purchase insurance for all or any part of the Deductibles in this Policy and the existence of underlying insurance will not prejudice the **Insured's** rights under this Policy. The **Insured** will notify the **Insurers** of such Deductible buy back plans. If the limits of underlying insurance exceed the Deductible that would apply, then the insurance provided under this Policy will apply only as excess after that portion which exceeds the Deductible has been exhausted.

The **Insured** can purchase excess insurance commencing on or after the inception of this Policy that is specifically excess over the Limits of Liability set forth in this Policy without prejudice to this Policy and the existence of such insurance will not reduce any liability under this Policy.

6.19 Policy Modification

This Policy contains all the agreements between the **Insured** and the **Insurers** concerning this insurance. The **Insured** and the **Insurers** may request changes to this Policy. Only Endorsements issued by the **Insurers** and made a part of this Policy can change this Policy.

6.20 Plurals

Any reference in this Policy to the singular will include the plural and vice versa.

6.21 Suit Against the Insurer

No suit action or proceeding for the recovery of any claim will be sustained in any Arbitration tribunal or Court unless the **Policyholder** and the **Insured** have fully complied with all the provisions of this Policy. Legal action must be started within 24 months of the date of sudden and accidental physical loss or damage to Property Insured or to other property as set forth herein.

If under the laws of the jurisdiction in which the property is located such 24 months limitation is invalid, then any such legal action needs to be started within the shortest limit of time permitted by such laws.

6.22 Titles

The titles of the various paragraphs and Endorsements are solely for reference and will not in any way affect the provisions to which they relate.

6.23 Transfer of Rights and Duties

The **Insured's** rights and duties under this Policy may not be transferred without the **Insurers** prior agreement in writing.

6.24 Valuation

In the event of any claim for physical loss or damage caused by an Insured Peril to Property Insured the basis of valuation of the Property Insured will be calculated on the replacement value on site and at the time of the damage less the residual value except as undernoted. The replacement value will include the actual costs of the **Insured's** accountants, architects, auditors, engineers or other professionals' fees necessarily incurred in the reinstatement or replacement of the Property Insured provided such costs have been adequately declared to the **Insurers** by the **Policyholder**.

6.24.1 Buildings

The replacement value for buildings will be the customary construction cost (new replacement value).

The repair or rebuilding must be made within a reasonable time frame. If the rebuilding has not started within 2 years from the date of physical loss or damage by an Insured Peril at the same place, to the same extent and for the same purpose, the replacement value may not exceed the current market value at the time when the loss occurred. This also applies if the reconstruction is not undertaken by the **Insured**, its legal successor under family or inheritance law or by a person possessing a legal title to acquisition of the building at the time of the loss. For condemned buildings the replacement value is the demolition value.

6.24.2 Electrical and Mechanical Installations

The replacement value of electrical and mechanical installations is the amount corresponding to the procurement or new replacement value of goods of the same or similar kind and in the event of partial loss not more than the cost of repairs. Existing residues will be calculated at their new replacement value.

The **Cost Price** to replace non-repairable electrical or mechanical equipment including **Computer Systems** equipment with equipment that is the most functionally equivalent to that damaged or destroyed even if such equipment has technological advantages, represents an improvement in function or forms part of a program of system enhancement. Only the **Actual Cash Value** will be paid for items no longer used.

The repair or replacement must be made within a reasonable time frame. If the repair or replacement has not started within 2 years from the date of physical loss or damage by an Insured Peril, the **Insurers** will not be liable for more than the **Actual Cash Value** of the property destroyed.

6.24.3 Electronic Data and Electronic Data processing Media

The reasonable and necessary costs or expenses incurred by the **Insured** to copy repair or replace the **Electronic Data** processing **Media** itself plus the costs of copying the **Electronic Data** from back-up or from originals of a previous generation.

These costs will not include research and engineering nor any costs of recreating, gathering or assembling the **Electronic Data**. If such **Media** is not repaired, replaced or restored the basis of valuation shall be the cost of the blank **Electronic Data** processing **Media**.

However, this shall not include any amount pertaining to the value of such **Electronic Data**, to the **Insured** or any other party, even if such **Electronic Data** cannot be recreated, gathered or assembled.

The valuation for the blank **Media** (other than the **Electronic Data** itself) will be following the valuation for **Finished Stock**, **Raw Materials**, supplies or **Merchandise** or **Semi-Finished Products** and **Stock in Process**, depending on how the **Media** is used by the **Insured**.

6.24.4 Fine Arts

The replacement value for **Fine Arts** will be the lesser of

- a) the reasonable and necessary cost to repair or restore such property to the physical condition that existed on the date of loss; or
- b) the cost to replace the article; or
- c) the value if stated on a schedule on file with the **Insurers**.

If the **Fine Arts** article cannot be replaced and an appraisal is not available, the valuation will be market value based on prevailing conditions at the time of loss or damage.

6.24.5 Finished Stock

The replacement value for **Finished Stock** will be the invoice price subject to the market price as a maximum. When calculating the replacement value of **Finished Stock**, the administration and distribution overheads and profit will be added to the manufacturing cost. The claim will be adjusted based on the valuation method applicable immediately prior to the **Occurrence** of the loss according to the **Insured's** books of account.

6.24.6 Involuntary Betterment

In the event of any claim for physical loss or damage caused by an Insured Peril to electrical or mechanical installations and replacement equipment of like kind and quality is not obtainable, new equipment which is as similar as possible to that suffering damage and which is capable of performing the same function, shall be deemed to be new equipment of like kind and quality and in no event shall this be considered as a betterment to the **Insured**.

The **Insurers** will also pay the cost of purchasing and installing technologically current equipment which is necessitated by incompatibility between new equipment installed to replace equipment suffering damage and undamaged existing equipment at the same or an interdependent Insured Premises provided that:

- a) the **Insurers** shall be liable only for the amount sufficient to enable the **Insured** to resume **Operations** in substantially the same manner as before the damage;
- b) the **Insurers** shall be liable for only the difference between the **Highest Sales Value** of the undamaged existing equipment at the same or interdependent Insured Premises and the **Installed Cost** of the technologically current equipment.

Under this provision, the **Insurers** will not pay for any:

- i) loss or damage from Machinery and Equipment Breakdown;
- ii) loss or damage during testing and commissioning of the replacement equipment. If a machine fails during testing and commissioning, the **Insurers** will only pay for those costs up until the point of a damage to the machine occurring, but not including ongoing commissioning costs nor any loss or damage directly caused to the Machinery and Equipment undergoing any form of testing.
- iii) costs incurred for the necessity to comply with the provisions of any applicable legislation or regulation as insurable under the Extensions of Coverage to Section 3 – 5.2.14 Public Authorities (Increased Cost of Construction).

6.24.7 Own- and Third-Party Unregistered Motor Vehicles Including Trailers

The replacement value for own- and third-party unregistered motor **Vehicles** (except when they are **Finished Stock** manufactured by the **Insured** or **Merchandise** of the **Insured**) including trailers is the **Actual Cash Value**.

6.24.8 Pair or Set

The replacement value for pair or sets will be at the option of the **Insurers**. The **Insurers** will at their option

- a) pay the cost of repairing or replacing any part to restore the pair or set to its value prior to the loss or damage; or
- b) pay the difference between the value of the pair or set prior to and after the loss or damage.

If settlement is based on a constructive total loss, the **Insured** will surrender the undamaged parts of such property to the **Insurers**.

6.24.9 Patterns, Models, Moulds

The replacement value for patterns, models, moulds, tools, plans, designs, stencils, matrices, cuts, dies, offset films, printing plates and cylinders, blocks, jacquard cards and the like will be:

- a) The actual cost of repair or replacement of the property, if the repair or replacement starts within a period of 2 years from the date of physical loss or damage by an Insured Peril; or
- b) The value of the materials of which they are constructed for obsolete property that is no longer in use or is not replaced.

6.24.10 Personal Effects of Officers, Employees and Visitors

The replacement value for personal effects of officers, employees and visitors is the amount corresponding to the procurement or new replacement value of items of the same or similar kind and in the event of partial loss not more than the cost of repairs. Existing residues will be calculated at their new replacement value. Only the **Actual Cash Value** will be paid for items no longer used.

6.24.11 Raw Materials, Merchandise, Operating Materials and Office Equipment

The replacement value of Raw Materials, **Merchandise**, operating materials and supplies including the contents of underground or over ground tanks, office equipment and printed matter will be the **Cost Price**.

6.24.12 Securities and Deeds

The replacement value for **Securities and Deeds** is the cost of the amortisation procedure and loss of interest and dividends. If the amortisation procedure does not result in such **Securities and Deeds** being declared null and void the **Insurers** will provide indemnity for the market price of the non-amortised **Securities and Deeds** at the time of the physical loss or damage by an Insured Peril. For **Securities and Deeds** with an official trade price, this is the closing price on the last trading day before the physical loss or damage by an Insured Peril. The **Insurers** are entitled to replace such **Securities and Deeds** in kind.

For **Securities and Deeds** that exist as **Electronic Data** stored on **Electronic Data** processing **Media** and only in that form, the **Insurers** will pay for the reasonable and necessary costs or expenses incurred by the **Insured** to replace, restore or recollect the **Securities and Deeds** from written records or from back-up or from originals of a previous generation of the **Electronic Data** but not for any amount pertaining to the value of such **Electronic Data** to the **Insured** or any other party or the diminution in the economic or market value of the **Securities and Deeds** even if such **Electronic Data** cannot be recreated, gathered or assembled.

6.24.13 Semi-Finished Products and Stock in Process

The replacement value of **Semi-Finished Products** and **Stock in Process** will not exceed the market price. When calculating the replacement value of **Semi-Finished Products** and **Stock in Process** the pro

rata administrative and distribution overheads (depending on market) will be included with the production costs already incurred depending on the extent to which the products are finished.

6.24.14 Goods and Services Tax

Goods and Services Tax (GST) or local equivalent is not indemnified by the **Insurers** if the **Insured** is registered for such tax. The same applies if the **Insured** has not actually paid any VAT or GST or equivalent tax on the occasion of repair or replacement.

6.25 International Insurance Program

6.25.1 Interlocking Clause and Limits

This Policy is a **Specific Local Policy** issued as part of an international program.

For all **International Insurance Program Policies** combined, the insurers will pay no more in any one **Occurrence** than the applicable Limits of Liability stated in the **Master Policy** and the insurers will pay no more in any one **Policy Year** than the applicable **Annual Aggregate** Limits of Liability regardless of the number of **Occurrences** involved.

All payments made under the **International Insurance Program Policies** for the same **Occurrence** shall be counted in diminution of the Limits of Liability. Payments made for losses or damages, which are subject to an Annual Aggregate Limit, will be deducted in the **Policy Year** to which the claims are allocated according to the dates of the **Occurrence**.

Once the **Master Policy** Limits of Liability have been reached, no additional payments or claims will be paid under this Policy, even if the respective Limits of Liability within this Policy have not been reached. Exempted hereof are mandatory Coverages which the **Insurers** are required to provide by law in the Jurisdiction of this Policy and where a specific Limit in line with legal requirements has been granted by the **Insurers** under this Policy.

6.25.2 Hold Harmless (Reimbursement Clause)

In the event that the Limits of Liability stated in the **Master Policy** are exceeded by payments made on any or all of the **International Insurance Program Policies** during any **Occurrence** or any one **Policy Year**, the **Policyholder** undertakes to reimburse the **Insurers** in respect of any amount paid or expenses incurred by the **Insurers** in excess of the Policy Limit or any Limit of Liability where such payment or expense arises out of a liability (whether in relation to a risk insured under this Policy or otherwise) under the terms of any **International Insurance Program Policy**.

Any amount due to the **Insurers** under this Policy pursuant to the terms of this clause will be paid by the **Policyholder** within 28 days of notice from the Leading Insurer giving details of the payment or expense incurred.

6.26 Supplementary Conditions

6.26.1 Unoccupied Buildings

Notice is to be given to the **Insurers** when any buildings become unoccupied or when an unoccupied building or portion thereof is again occupied, and a suitable additional premium paid if required.

6.26.1.1 It is agreed in respect of any building or portion thereof which is empty or not in use that:

- a) all combustible contents including packing materials and packing cases are removed; and
- b) water, gas and electricity supplies are disconnected except where otherwise agreed with the **Insurers**; and
- c) all windows doors and letter boxes are properly secured and where appropriate windows are boarded; and
- d) the premises are inspected no less than fortnightly; and
- e) any damage found at the time of an inspection is repaired immediately.

6.26.2 Fire Extinguishing Appliances

All fire extinguishing appliances will be kept in working order during the period of this Policy. The **Insured** agrees to have the said appliances serviced and maintained under an annual service contract with a competent service provider.

Subject to the observance of the above Condition this Policy will not be invalidated by any defect in any of the said appliances due to any circumstances unknown to or beyond the control of the **Insured**.

6.26.3 Fire Break Doors and Shutters

All fire break doors and shutters will be kept closed except during working hours and will be maintained in efficient working order.

6.26.4 Automatic Fire Alarms

In respect of any automatic fire alarm installations the **Insured** will:

- 6.26.4.1 carry out the testing and checking requirements referred to on the completion certificate and remedy promptly any defect disclosed; and
- 6.26.4.2 carry out the maintenance procedures specified by the manufacturers of the equipment; and
- 6.26.4.3 notify the **Insurers** immediately of any disconnection or failure of the automatic fire alarm installations likely to leave any area unprotected for 12 hours or more; and
- 6.26.4.4 record details of any events such as alarms faults tests maintenance and disconnections and keep such details available for examination by the **Insurers** representatives.

6.26.5 Automatic Sprinkler Installation

In respect of any automatic sprinkler installations in the custody or control of the **Insured** the **Insured** will:

- 6.26.5.1 make a test every working day for the purpose of ascertaining the condition of the circuit between the alarm switch and the control unit (except where it is continuously monitored or is such that one break of wires will not prevent an alarm signal being transmitted (e.g. a ring circuit)); and
- 6.26.5.2 make a test at least once a week for the purpose of ascertaining the condition of the relevant batteries the connection with the public fire station, central fire alarm depot or public fire brigade control (unless the Fire Brigade have given a written undertaking to carry out this test). However, where the circuit concerned is not continuously monitored the test must be made every working day; and
- 6.26.5.3 have a contract with approved installing engineers providing for the maintenance of and half-yearly inspection of the system referred to in this Section and to obtain from them following each inspection certification that it is in satisfactory working order; and
- 6.26.5.4 make a test each week for the purpose of ascertaining that the alarm gong is in working order and that the stop valves controlling the individual water supplies and the installation are fully open; and
- 6.26.5.5 make a test each week for the purpose of ascertaining that the pumps can be started both automatically and manually and that in respect of any diesel engine driven pump the battery electrolyte level and density are correct and record the completion of these tests; and
- 6.26.5.6 make quarterly or half yearly tests if required by the **Insurers** to do so for the purpose of ascertaining that each water supply is in order and record the particulars of each test; and
- 6.26.5.7 remedy promptly any defect disclosed by such tests or otherwise; and
- 6.26.5.8 display prominently at each sprinklered storage area (as defined by the **Insurers**) a notice of the terms agreed with the **Insurers** which specifies:
 - a) the description of goods which may be stored; and
 - b) the maximum height of storage; and
 - c) the minimum permitted clearance between the goods stored and the sprinkler deflectors and comply with the terms of the notice.
- 6.26.5.9 give notice to the **Insurers** prior to any installation being rendered inoperative or immediately in the event of emergency and the **Insurers** must have access to the Insured Premises at any reasonable time for the purpose of inspecting the automatic sprinkler installations.

6.26.6 Security Precautions

- 6.26.6.1 Any intruder alarm system at any Insured Premises will:
 - a) be inspected and maintained in accordance with the best local code of practice under contract by an installer or such other contractor which is a member of a recognised

alarm inspectorate having achieved accreditation as required by the appropriate body; and

- b) be put into full and effective operation whenever the alarmed portion of the Insured Premises is closed for **Business** to customers or callers or left unattended; and
- c) (where the intruder alarm system is required and/or approved by the **Insurers** as a condition of cover) be installed in accordance with the specification or system record approved by the **Insurers** and no alteration or variation of the intruder alarm system or any structural alteration to the Insured Premises which would affect the intruder alarm system will be made without prior agreement of the **Insurers** in writing.

6.26.6.2 Any additional protection required by the **Insurers** will be fitted in accordance with their requirements and together with any other devices for the protection of the Property Insured will be kept in good order and put in full and effective operation whenever the Insured Premises are closed for **Business** to customers or callers or are unattended.

6.26.6.3 Any keys including duplicate keys relative to the security of the Insured Premises and any keys to any intruder alarm system or to any safe or strong room containing Property Insured will be removed from the Insured Premises whenever they are closed for **Business** or left unattended except that where part of the Insured Premises is occupied residentially by the **Insured** or an employee of the **Insured** the said keys will be removed from the **Business** portion of the Insured Premises.

6.26.6.4 The intruder alarm system will not be regarded as effective and immediate advice will be given to **Insurers** if:

- a) the system provides for connection to a telephone line direct line or central station warning system and to the **Insured's** knowledge such line system is not in full and effective working order or the **Insured** has had notice of withdrawal of the police or telephone service and such service has actually been withdrawn; or
- b) notice has been received from a locally empowered authority that imposes any requirement for abatement of a nuisance under the terms of any local legislation.

6.26.6.5 This Condition has continuing effect and its terms should be kept in mind. If circumstances should arise which render the **Insured** unable to comply with any part the **Insurers** should be contacted at once.

6.26.6.6 Breach of this Condition will only invalidate claims in respect of theft or attempted theft of property while contained in the Insured Premises at which the breach of Condition has occurred.

6.26.7 Back-up of Data Records

The **Insured** will back-up data records no less frequently than once every 7 days and store such back-up records away from the premises and also retain duplicate records of software and store such duplicate records away from the premises and store any **Electronic Data** processing **Media** in accordance with the manufacturer's recommendations.

The **Insured** will ensure that the ability to restore such data records is regularly tested (at least every six (6) months).

Section 7- Definitions

The following terms wherever used in bold in this Policy mean:

Actual Cash Value means the sum payable for procurement at the time of the loss less the proper deduction for physical depreciation and obsolescence. In the event of partial loss this is limited to the repair costs.

Average Daily Value (ADV) means the 100% Gross Profit value for the Policy Period at the Insured Premises where the physical loss or damage by an Insured Peril occurred and all other Insured Premises where loss ensues divided by the number of working days in the Policy Period.

For Contingent Business Interruption Coverages this is the 100% Gross Profit value for the Policy Period at the Insured Premises where the Business Interruption loss ensues divided by the number of working days in the Policy Period.

Gross Profit value shall mean the Gross Profit that would have been earned during the respective period had no loss occurred.

Annual Aggregate means the maximum amount of loss or damage payable in any 1 (one) **Policy Year** regardless of the number of **Occurrences** within the same **Policy Year**.

Business means the business activity that the **Insured** is legally permitted to conduct.

Cloud Services means a contracted service in the business of storing, processing and managing the **Insured's Electronic Data** and providing access and use of software or a network of servers hosted away from the **Insured's** location to store, process and manage the **Electronic Data**.

Communicable Disease means a pandemic or epidemic, as declared by the World Health Organization or any governmental authority or

- 1 any infectious, contagious or communicable substance or agent and/or any infectious, contagious or communicable disease which can be caused and/or transmitted by means of substance or agent where:
 - 1.1 the disease includes, but is not limited an illness, sickness, condition or an interruption or disorder of body functions, systems or organs, and
 - 1.2 the substance or agent includes, but is not limited to, a virus, bacterium, parasite, other organism or other micro-organism (whether asymptomatic or not); including any variation or mutation thereof, whether deemed living or not, and
 - 1.3 the method of transmission, whether direct or indirect, includes but not limited to, airborne transmission, bodily fluid transmission, transmission through contact with human fluids, waste or the like, transmission from or to

any surface or object, solid, liquid or gas or between organisms including between humans, animals, or from any animal to any human or from any human to any animal, and

2 the disease, substance or agent is such:

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

2.2 that causes or threatens damage to or can cause or threaten damage to, deterioration to, contamination of, loss of value of, loss of marketability of or loss of use or usefulness of, tangible or intangible property.

For avoidance of doubt, **Communicable Disease** includes but is not limited to Coronavirus Disease 2019 (Covid -19) and any variation or mutation thereof.

Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the **Insured** or any other party.

Contamination means any condition of property due to the actual presence of any foreign substance, impurity, pollutant, hazardous material, poison, toxin, pathogen or pathogenic organism, bacteria, virus, disease or illness causing agent, **Fungus**, mould or mildew.

Cost Price means the purchase price (invoice price) less value added tax (where recoverable), discounts, rebates and other benefits (the purchase price will not exceed the market price) plus freight, customs charges and handling charges (cost of unloading, checking, handling, labelling and storage).

Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**.

Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

Cyber Incident means:

- a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
- b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

Daily Value (DV) means the 100% Gross Profit value for the Indemnity Period at the Insured Premise(s) where the physical loss or damage by an Insured Peril occurred and all other Insured Premises where loss ensues divided by the number of working days in such Indemnity Period.

For Contingent Business Interruption Coverages this is the 100% Gross Profit value for the Indemnity Period at the Insured Premises where the Business Interruption loss ensues divided by the number of working days in such Indemnity Period.

Gross Profit value shall mean the Gross Profit that would have been earned during the respective period had no loss occurred.

Digital Currency means any type of currency (including money) only available in digital form as digital money, electronic money and electronic currency including but not limited to any type of virtual currency and crypto currency. **Digital Currency** shall also include the monetary value of any electronic fund transfer or transactions by or on behalf of the **Insured**.

Direct Unspecified Suppliers and/or **Direct Unspecified Customers** means the direct unspecified customer, supplier, contract manufacturer or contract service provider to the **Insured**, but this does not include premises that are Insured Premises under this Policy or the premises of any supplier or customer directly or indirectly supplying to or receiving from the **Insured** electricity, water, fuel, steam, oil, gas, telecommunications (supply of voice, data or video), **Cloud Services**, waste water services or waste collection and disposal services.

Earthquake means a large-scale movement of the earth's surface through natural causes initiated by geological processes in the earth's crust and outer earth's mantle together with any direct and indirect losses following an **Earthquake**. Loss or damage from **Earthquake** shall include waves, tides, tidal waves or tsunami caused by or resulting from **Earthquake**.

EEA means the European Economic Area composed by the members of the European Economic Area to which FoS (Freedom of Service) authorisations may apply or extend to.

Electronic Data means Data, information, programs, code or instructions of any kind that are recorded or transmitted in a form usable in electronic or electronically controlled equipment, **Computer Systems**, networks, integrated circuits or similar devices in non-computer equipment.

Explosion means the sudden application of force resulting from the expansion of gases or vapours but excluding loss of or damage to boilers (other than boilers used for domestic purposes only), economisers, or other vessels, machinery or apparatus, in which pressure is used, or their contents resulting from their **Explosion**. This definition does not apply to Machinery and Equipment Breakdown Coverage as outlined separately therein.

Fine Arts means and includes but is not limited to bona fide works of art, works of rarity, works of historical values, works of artistic merit, photographs (positives and negatives), lithographs, illustrations, galley proofs, original records and similar property.

Finished Stock means stock manufactured by the **Insured** which is ready for packing, shipment or sale.

Fire means fire excluding loss or damage caused to any of the Property Insured by

- a) **Explosion** resulting from fire;
- b) **Earthquake, Volcanic Eruption** or subterranean fire;
- c) its own spontaneous fermentation or heating or
- d) its undergoing any heating process or any process involving the application of heat.

Fixtures and Fittings mean property owned by the **Insured** in respect of appurtenant to a rented building that are fixed interior fittings and other items with which the building has been furnished, provided that these are intended for permanent use for the building or portion thereof and which is directly connected with the **Insured's Business**.

Flood means a general and temporary condition of partial or complete inundation of normally dry land areas or structures, caused by:

- a) the unusual and rapid accumulation or run off of surface waters, waves, tides, the release of water (other than tanks apparatus or pipes), the rising, overflowing or breaking of boundaries of nature or man-made bodies of water or the spray from them all whether driven by wind or not.

Loss or damage by **Flood** will not include waves, tides, tidal waves or tsunami caused by or resulting from **Earthquake, Volcanic Eruption** or **Storm**;

- b) mudflow or mudslides caused by accumulation of water on or under the ground.

Flood also includes the backup of water from a sewer drain or sump caused in whole or part by **Flood**.

FoS (Freedom of Services) Policy means a policy which only covers risks in the **EEA** (European Economic Area).

Fungus (or **Fungi**) means any form of fungus including but not limited to yeast, mould, mildew, rust, smut, mushroom, **Spores**, mycotoxins, odours, or any other substances or gases, products or by-products produced by, released by or arising out of the current or past presence of Fungi.

Highest Sales Value means the fair market value of undamaged equipment, which could have been obtained on any sale or other disposition of such equipment through normal industry sales practices

In Transit means:

- a) Property Insured shipped by any means of conveyance will be considered **In Transit** from the time the goods are in or on the transporting Vehicle and the Vehicle leaves the originating premises and continuously until arrival at the destination premises and the goods are transferred to the exclusive custody and control of the consignee, warehouseman or receiver; or

- b) Property Insured shipped via the **Insured's** Vehicles or Vehicles of others operated by the Insured or for the Insured will be considered **In Transit** from the time the goods are in or on the transporting Vehicle and the Vehicle leaves the originating premises and continuously until the Vehicle arrives at the destination premises. The goods will not be considered **In Transit** during any deviation in route for reasons unrelated to transit.

Insured means all legal entities in whose voting share capital the **Policyholder** has a direct or indirect shareholding exceeding 50% at the commencement of the Policy Period or whose management it controls, and which complies with the objects of the **Business** or which are confirmed by the **Insurers** in writing as being insured under this Policy.

Insurers means the Leading Insurer and where applicable the Co-Insurer.

Installed Costs means the actual cost of installation of new equipment incl. material, labour. cost of removal of old equipment and any required initial preparation cleaning and testing.

International Insurance Program means an international program arrangement, usually concluded by the **Policyholder's** parent company. The program arrangement is a compilation of the policies called **International Insurance Program** policies.

International Insurance Program Policies mean the following policies that could be issued as part of an **International Insurance Program**:

- **Master Policy** issued in the Country shown in the Schedule.
- **FoS** (Freedom of Services) Hub Master (where applicable)
- **FoS** (Freedom of Services) Policy (where applicable)
- **Specific Local Policies**

Land Improvements mean lawns, plants, shrubs or trees, pavements, roadways, sidewalks or similar works but not including any fill or land beneath such property.

Master Policy means an insurance policy contract entered by the Producing Zurich Entity and the **Policyholder's** Parent Company.

Media means tangible personal property on which **Electronic Data** can be recorded but not the **Electronic Data** themselves. **Money, Digital Currency or Securities and Deeds** are not **Media**.

Merchandise mean goods kept for sale by the **Insured** which are not **Raw Stock, Stock in Process** or **Finished Stock**.

Miscellaneous Unnamed Locations mean premises owned, leased or rented by the **Insured** but not specified in the **Schedule of Locations**.

Money means currency, coins and bank notes whether in current use; travellers checks, register checks and money orders held for sale to the public. **Money** shall not include **Digital Currency**.

Occurrence means any loss(es) or damage that is attributable directly or indirectly to one cause or a series of similar or related causes. Any such loss(es) or damage will be treated as one **Occurrence**. If an **Occurrence** is specifically defined anywhere in this Policy that definition will apply to the applicable Coverage provided.

Operations means the **Insured's Business** activities at the Insured Premises.

Policyholder means the legal entity stated in the Schedule.

Policy Year means the 12 consecutive months after the date Coverage begins on this Policy. Any subsequent 12 consecutive months will represent a new Policy Year. If the initial Policy Period is more than 12 months, then any period following the initial 12 consecutive months until Anniversary date will be considered a new Policy Year. Anniversary will mean the date in any subsequent year corresponding to the inception date of a new 12 consecutive months period representing a new **Policy Year**.

Public Adjusters mean individuals or groups including consultants secured specifically for the purpose of representing the **Insured's** interest in the adjustment of a claims under this Policy.

Rate of Gross Profit means the Rate of Gross Profit earned on the **Turnover** during the past 12 months immediately prior to the date of the physical loss or damage by an Insured Peril.

Qualifying Period means the continuous period expressed in hours or days which must be exceeded before Coverage under this Policy begins. The **Qualifying Period** begins with the initial period during the Indemnity Period directly following the Insured Peril. Any other applicable Deductible will apply in addition to the **Qualifying Period**.

Raw Stock (or Raw Material) means material in the state in which the **Insured** receives them for conversion into **Stock in Process** or **Finished Stock**.

Schedule of Locations mean Insured Premises where Property Insured is kept as declared by the **Insured** to the **Insurers** and listed on either:

- a) a schedule attached to this Policy; or
- b) a schedule on file with the **Insurers**,

with an exact address, block area or other defined geographical location.

Securities and Deeds mean negotiable and non-negotiable instruments or contracts representing a monetary value (but not including **Money**) or other tangible property (other than **Money**) and includes:

- a) Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
- b) Evidences of debt issued in respect of credit or charge cards which are not issued by the **Insured**.

“Other tangible property” does not include **Valuable Papers and Records, Electronic Data** or any property specifically excluded under this Policy.

Semi-finished products or **Stock in Process** means **Raw Stock** (or **Raw Material**) which has undergone any aging, seasoning, mechanical or other process of manufacture at the Insured Premises, but which has not become **Finished Stock**.

Specified Suppliers and/or **Specified Customers** mean any premises of a direct or indirect customer, supplier, contract manufacturers or contract service providers to the **Insured** specified to the **Insurers** by the **Insured**.

Specific Local Policy means a policy within the scope of an **International Insurance Program**, which has been or will be issued by the Leading Program Insurer or their subsidiary and cooperative parties or (due to special agreement between the Leading Program Insurer and the **Policyholder**) by another insurer.

Spores means any reproductive body produced by or arising out of any **Fungus** (or **Fungi**).

Standard Turnover means the **Turnover** during the 12 months immediately prior to the date of the physical loss or damage by an Insured Peril, which corresponds with the Indemnity Period.

Storm means storm, windstorm, hurricane, tornado, tempest, cyclone and typhoon including subsequent physical loss or damage caused by water that backs up from a sewer or drain as a direct result thereof.

For the purpose of this Policy, **Storm** is understood to mean a wind with a velocity of at least 75 kilometres per hour.

Time Specification means each loss by a Defined Peril occurring within the period specified and shall be deemed to be a single **Occurrence**.

Turnover means the money (less discounts allowed) paid or payable to the **Insured** for goods sold and delivered and for services rendered in the course of the **Insured's Business** activities.

Uninsured Working Expenses mean purchases (less discounts received), carriage, packing and freight, discounts allowed and bad debts. <adapt for client requirements>

Valuable Papers and Records means inscribed, printed or written documents, manuscripts or records, including abstracts, books, deeds, drawings, films, maps, mortgages, prints and tracings, card index systems, files and tapes, including computer records stored on **Electronic Data processing Media**, but **Valuable Papers and Records** does not mean **Money, Securities and Deeds** or **Digital Currency**.

Vehicle means a motor vehicle, motor truck, trailer or semi-trailer. Two or more trailers being pulled or towed by a single power unit will be considered a single vehicle.

Volcanic Eruption means the eruption, explosion or effusion of a volcano.

Appendix A – Sanctions

No Insurer shall be deemed to provide Coverage or will make any payments or provide any service or benefit to any **Insured** or other party to the extent that such cover, payment, service, benefit and/or any business or activity of the **Insured** would violate an applicable trade or economic sanctions law or regulation.

Appendix B – Endorsements

This Policy is endorsed as follows, on the basis that the **Insurers** will not pay more than the applicable limits stated in Section 2 – Declarations and all other Limitations, Extensions, Exclusions, Conditions and Definitions of the Policy apply, except to the extent that it is specifically modified by the following Endorsements:

Appendix C - General Exclusion

1. Communicable Disease Exclusion Clause

1. Notwithstanding any provision, clause or term of this Policy to the contrary, this Policy excludes any loss, cost, damage, liability, claim, fines, penalty or expense or any other amount of whatsoever nature, whether directly or indirectly and/or in whole or in part, related to, caused by, contributed to by, resulting from, as a result of, as a consequence of, attributable to, arising out of, arising under, in connection with, or in any way involving (this includes all other terms commonly used and/or understood to reflect or describe nexus and/or connection from one thing to another whether direct or indirect):
 - 1.1 a **Communicable Disease** and/or the fear or threat (whether actual or perceived) of a **Communicable Disease** and/or the actual or alleged transmission of a **Communicable Disease** regardless of any other cause or event contributing and/or occurring concurrently or in any sequence thereto, and
 - 1.2 a pandemic or epidemic, as declared by the World Health Organisation or any governmental authority.
 2. As used herein, **Communicable Disease** means: any infectious, contagious or communicable substance or agent and/or any infectious, contagious or communicable disease which can be caused and/or transmitted by means of substance or agent where:
 - 2.1 the disease includes, but is not limited an illness, sickness, condition or an interruption or disorder of body functions, systems or organs, and
 - 2.2 the substance or agent includes, but is not limited to, a virus, bacterium, parasite, other organism or other micro-organism (whether asymptomatic or not); including any variation or mutation thereof, whether deemed living or not, and
 - 2.3 the method of transmission, whether direct or indirect, includes but not limited to, airborne transmission, bodily fluid transmission, transmission through contact with human fluids, waste or the like, transmission from or to any surface or object, solid, liquid or gas or between organisms including between humans, animals, or from any animal to any human or from any human to any animal, and
 - 2.4 the disease, substance or agent is such:
 - 2.4.1 that causes or threatens damage or can cause or threaten damage to human health or human welfare, or
 - 2.4.2 that causes or threatens damage to or can cause or threaten damage to, deterioration to, contamination of, loss of value of, loss of marketability of or loss of use or usefulness of, tangible or intangible property.
- For avoidance of doubt, **Communicable Disease** includes but is not limited to Coronavirus Disease 2019 (Covid -19) and any variation or mutation thereof.

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

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

3.2 change in consumer behaviour, or

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

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

(1) for a **Communicable Disease** or

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

5. It is clarified that

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

(2) no change in the law, clause or similar provision;

(3) no follow the fortunes clause or similar provision; and/or

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

6. If the **Insurers** allege that by reason of this Endorsement any amount is not covered by this Policy the burden of proving the contrary shall rest in the Insured.

Appendix D – Schedule of Locations

Insured Premises	Insured Property	Declared Value	
SECTION 3 – PROPERTY DAMAGE			
xx	xx	INR	xx
Total Property Damage		INR	xx
SECTION 4 – BUSINESS INTERRUPTION			
xx	Gross profit for an Indemnity Period of xx months	INR	xx
Total Business Interruption		INR	xx
SECTION 5 – EXTENSIONS OF COVERAGE			
5.4.1	Miscellaneous Unnamed Locations	INR	xx
5.3.4	Loss of Rent for an Indemnity Period of xx months	INR	xx
COMBINED PROPERTY DAMAGE AND BUSINESS INTERRUPTION		INR	x

Appendix E – Schedule of Lenders and Mortgagees

Location Address	Mortgage value	Mortgage Holder Name and Mailing Address	Relationship	First loss payee trigger*	Inception Date	Expiry Date

Appendix F – Schedule of Specified Suppliers and Customers

Company Name	Location Addresses

Appendix G - Arbitration Clause

In accordance with the "Arbitration Clause" (Section 6.2) of the Policy and the **Insured** having represented to the **Insurers** to provide for Arbitration Agreement under the Policy for the resolution of any and all of the disputes under the Policy, the Insured and the Insurer hereby mutually agreed to enter into a Separate Arbitration Agreement in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (A&C Act), as amended from time to time, as under:

- G1 That, this Arbitration Agreement shall be annexed to the Policy as and by way of an Endorsement. For all the purposes, "Arbitration Agreement Endorsement" shall be considered and/or treated and/or read as Separate Arbitration Agreement.
- G2 That this Arbitration Agreement shall come into force from the date mentioned on the Endorsement of the Policy and shall continue until expiry / termination of the Policy.
- G3 That Any and all disputes or differences which may arise under, out of, in connection with or in relation to the Policy, or to its existence, validity or termination, or to the determination of the amount or any amount payable under this Policy, shall be referred to a sole arbitrator to be appointed by mutual consent of the parties to the dispute within Thirty (30) days of any party giving notice of arbitration to the other(s).
- G4 That in the event that the parties are unable to agree upon the sole arbitrator, the dispute or differences shall be referred to the decision of three (3) arbitrators of whom one (1) shall be appointed in writing by each of the parties within a period of thirty (30) days after the failure to appoint a sole arbitrator and the third (who shall serve as chairman) shall be appointed by the nominated arbitrators in accordance with the provisions of the A&C Act, as amended from time to time. In case either party shall refuse or fail to appoint an arbitrator within the aforesaid thirty (30) days after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator who shall thereafter be empowered to conduct the arbitration and determine the disputes or differences referred to him as if he had been appointed a sole arbitrator with the consent of both parties.
- G5 That the arbitration shall be governed by Indian Law, the language of Arbitration shall be English and the seat of arbitration shall be within India. The parties have decided to keep the seat of the arbitration at Mumbai. Alternatively, the Arbitrators may also determine the venue/seat of arbitration. The Arbitration process shall be in accordance with the provisions of the A&C Act, as amended from time to time.
- G6 That the parties undertake to share and pay the arbitration expense in equal proportion unless otherwise within the Arbitral Award.
- G7 That this Arbitration Agreement shall be coterminous with the Insurance policy and accordingly, this Agreement shall be deemed terminated in case the Insurance Policy expires or stands cancelled and/or terminated, whichever is earlier.
- G8 That the address for service of notice and communication shall be as provided in the Policy. Any communication with the Arbitrator shall be copied contemporaneously to the other party at the address for service nominated in this Agreement.
- G9 That each party to this Agreement shall notify others in writing of any changes in the address or communication details pursuant to entering this Agreement. If the Party fails to update the changes in writing, any notices or correspondence to the address mentioned above will be treated as valid and binding. Email and documents in

electronic form are preferred unless otherwise directed. The written notice must specify the claims asserted against the other party. Notice of any claim sought to be arbitrated must be served within the limitation period under the applicable law.

- G10 That the failure of any party hereto to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or to affect the validity of this Agreement or any part thereof or the right of either party to enforce each and every provision in accordance with its terms. |

Appendix H - Grievance Redressal Procedure

For resolution of any query or grievance, You may contact the respective branch office of the Company or may call toll free number 1800 266 4545 or may write an e- mail at care@zurichkotak.com.

In case You are not satisfied with the response, You may contact the Grievance Officer of the Company at grievanceofficer@zurichkotak.com.

In case if You are not satisfied with the solution the Grievance Officer has provided, You can write to seniorgrievanceofficer@zurichkotak.com/ chiefgrievanceofficer@zurichkotak.com.

However, if the resolution provided by us is not satisfactory You may approach Insurance Regulatory and Development Authority of India (IRDAI) through the Bima Bharosa Portal <https://bimabharosa.irdai.gov.in>

You may also approach Insurance Ombudsman, subject to vested jurisdiction, for the redressal of grievance. The details of the Insurance Ombudsman is available below.

The details of the Insurance Ombudsman/ complete Grievance Redressal Process is also available at Company's website: www.zurichkotak.com

The updated details of Insurance Ombudsman offices are also available on the Council for Insurance Ombudsmen website www.cioins.co.in/Ombudsman

Details of Insurance Ombudsman

Office Details	Jurisdiction of Office Union Territory, District
Ahmedabad: Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, AHMEDABAD – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
Bengaluru: Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka.
Bhopal: Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh and Chattisgarh.
Bhubneshwar: Office of the Insurance Ombudsman, 62, Forest park,	Orissa.

Bhubaneswar – 751 009. Tel.: 0674 - 2596461 /2596455 Email: bimalokpal.bhubaneswar@cioins.co.in	
Chandigarh: Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana (excluding Gurugram, Faridabad, Sonapat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.
Chennai: Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry).
Delhi: Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@cioins.co.in	Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh.
Guwahati: Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
Hyderabad: Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 Email: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.
Jaipur: Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@cioins.co.in	Rajasthan.
Ernakulam: Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015.Tel.: 0484 - 2358759 / 2359338 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.
Kolkata: Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Email: bimalokpal.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
Lucknow:	Districts of Uttar Pradesh: Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur,

Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Email: bimalokpal.lucknow@cioins.co.in	Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
Mumbai: Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 69038821/23/24/25/26/27/28/28/29/30/31 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region (excluding Navi Mumbai & Thane).
Noida: Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Buddh nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
Patna: Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in	Bihar and Jharkhand.
Pune: Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@cioins.co.in	Maharashtra, Areas of Navi Mumbai and Thane (excluding Mumbai Metropolitan Region).

Appendix I - List of Extensions of Coverage/ Defined Perils With UIN Under Zurich Prime

Sr. No.	Extensions of Coverage/ Defined Perils Name	UIN
1.	Section 3 - Property Damage - Accounts Receivable (Book Debts)	IRDAN152CPPR0302V01202425/A0303V01202425
2.	Section 3 - Property Damage - Brands and Labels	IRDAN152CPPR0302V01202425/A0304V01202425
3.	Section 3 - Property Damage - Capital Additions at Existing Premises	IRDAN152CPPR0302V01202425/A0305V01202425
4.	Section 3 - Property Damage - Civil or Military Authority	IRDAN152CPPR0302V01202425/A0306V01202425
5.	Section 3 - Property Damage - Debris Removal	IRDAN152CPPR0302V01202425/A0307V01202425
6.	Section 3 - Property Damage - Expediting Costs	IRDAN152CPPR0302V01202425/A0308V01202425
7.	Section 3 - Property Damage - Fine Arts	IRDAN152CPPR0302V01202425/A0309V01202425
8.	Section 3 - Property Damage - Fire Brigade Service Charges	IRDAN152CPPR0302V01202425/A0310V01202425
9.	Section 3 - Property Damage - Land Improvements	IRDAN152CPPR0302V01202425/A0311V01202425
10.	Section 3 - Property Damage - Money in Locked Safe and/or Strong-Room	IRDAN152CPPR0302V01202425/A0312V01202425
11.	Section 3 - Property Damage - Money on Insured Premises during Business Hours	IRDAN152CPPR0302V01202425/A0313V01202425
12.	Section 3 - Property Damage - Personal Property of Officers, Employees and Visitors of the Insured	IRDAN152CPPR0302V01202425/A0314V01202425
13.	Section 3 - Property Damage - Professional Fees	IRDAN152CPPR0302V01202425/A0315V01202425
14.	Section 3 - Property Damage -Public Authorities (Increased Cost of Construction)	IRDAN152CPPR0302V01202425/A0316V01202425
15.	Section 3 - Property Damage -Temporary Removal	IRDAN152CPPR0302V01202425/A0317V01202425
16.	Section 3 - Property Damage - Valuable Papers and Records (Reconstruction Costs)	IRDAN152CPPR0302V01202425/A0318V01202425
17.	Section 4 - Business Interruption - Civil Authority Business Interruption	IRDAN152CPPR0302V01202425/A0319V01202425
18.	Section 4 - Business Interruption - Contingent Business Interruption	IRDAN152CPPR0302V01202425/A0320V01202425
19.	Section 4 - Business Interruption - Denial of Access (Ingress/Egress)	IRDAN152CPPR0302V01202425/A0321V01202425
20.	Section 4 - Business Interruption - Loss of Rent (Rental Value)	IRDAN152CPPR0302V01202425/A0322V01202425
21.	Section 4 - Business Interruption - Research and Development	IRDAN152CPPR0302V01202425/A0323V01202425
22.	Section 3 and 4 - Miscellaneous Unnamed Locations	IRDAN152CPPR0302V01202425/A0324V01202425
23.	Section 3 and 4 - Off Premises Service Interruption Property Damage and Business Interruption Loss (Public Utilities)	IRDAN152CPPR0302V01202425/A0325V01202425
24.	Section 3 and 4 - Protection and Preservation of Property	IRDAN152CPPR0302V01202425/A0326V01202425

25.	Section 3 and 4 - Machinery and Equipment Breakdown	IRDAN152CPPR0302V01202425/A0327V01202425
26.	Machinery and Equipment Breakdown - Deterioration of Stock (Spoilage)	IRDAN152CPPR0302V01202425/A0328V01202425
27.	Defined Perils - Earthquake and Volcanic Eruption	IRDAN152CPPR0302V01202425/A0329V01202425
28.	Defined Perils - Flood	IRDAN152CPPR0302V01202425/A0330V01202425
29.	Defined Perils - Storm	IRDAN152CPPR0302V01202425/A0331V01202425