

### **COST OF CLEARING DRAINS CLAUSE**

It is hereby declared and agreed that this Policy extends to cover any expense necessarily incurred by the Insured in the clearing of drains within the surrounding premises as a consequence of property insured by this policy being destroyed or damaged by fire or by any other perils hereby insured against, it being understood that the total liability for such clearing shall not exceed any one loss.

### **BROAD WATER DAMAGE CLAUSE**

In consideration of payment of additional premium, it is hereby declared and agreed that notwithstanding what is stated in the policy or any endorsements to the contrary, the insurance under this policy shall extend to include loss or damage caused by:

1. Accidental discharge, leakage, or overflow of water or steam from plumbing, septic tanks and cylinders, stand pipes for fire hose, industrial and domestic appliances, refrigerating system, air-conditioning system and rain (or snow) admitted through defective roof, headers spouting or by open or defective windows, show windows, picture windows, doors, transoms, ventilators or skylights;
2. Breakage of/or leakage from street water supply, mains or fire hydrants.

PROVIDED THAT:

- a) The Insured undertakes to exercise all ordinary and reasonable precautions for the maintenance and safety of the property;
- b) All conditions of this policy shall apply (except insofar as they maybe hereby expressly varied) and that any reference therein to loss or damage by fire shall be deemed to apply to loss or damage as aforesaid.
- c) The liability of the company under this endorsement shall in no case exceed the sum insured on each item of the policy.

### **ACCOUNT RECEIVABLE CLAUSE**

In consideration of the payment of additional premium, it is hereby agreed and declared that, notwithstanding anything to the contrary in this policy or in any of its conditions, the policy extends to cover the shortage in collection of accounts receivable resulting from insured physical loss or damage including accounts receivable records stored as electronic data or reconstruction cost of such records whichever is lower.

### **ADDITIONAL INSURED**

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

### **DE CONTAMINATION AND COST OF CLEAN UP**

In consideration of the payment of additional premium, it is hereby agreed and declared that, notwithstanding anything to the contrary in this policy or in any of its conditions, the policy extends to cover the cost of decontamination and/or clean up cost of insured property contaminated including but not limited to presence of pollution or hazardous materials in compliance with the regulatory requirement/s as a result of physical damage to the insured property due to insured perils. This coverage is applicable to only that part of insured property contaminated as a direct result of insured physical damage. Company is not liable for the costs involved in removal of neither contaminated uninsured property nor the contaminant therein, whether or not the contaminant results from an insured event.

### EMPLOYEE PERSONAL PROPERTY COVER

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In consideration of the payment of additional premium, it is hereby agreed and declared that, notwithstanding anything to the contrary in this policy or in any of its conditions, the policy extends to cover the loss and/or damage of employee's personal property at the insured premises for which insured is responsible provided that the insurer would not be responsible to pay more than what limit per employee per event set by the insured. Loss not payable if the damaged property is specifically insured in some other policy.

### MODIFICATION COST/INCOMPATIBILITY EXPENSES

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Extension to cover the cost or expenses for modification of (A) damaged or undamaged equipments including but not limited to computers and ancillary equipments and/or (B) the cost of replacement/restoration and recompilation of computer records to mitigate the incompatibility between the replaced equipment and undamaged equipment and/or computer records. Insurer will indemnify the cost to achieve compatibility between the above two situation whichever is lesser subject to limit as mentioned in schedule.

### CONTRACTING PURCHASER'S INTEREST

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It is hereby agreed and declared that company will Indemnify the insured If at the time of the Damage the Insured have contracted to sell their interest in any Building insured by this Section and the purchase has not been but shall afterwards be completed, the purchasers on completion of the purchase (if and so far as the property is not otherwise insured against such Damage by them or on their behalf) shall be entitled to benefit under this Section without prejudice to the rights and liabilities of the Insured or the Insurer until completion.

### COST OF RE WRITING RECORDS CLAUSE

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It is hereby agreed and declared that company will Indemnify the insured cost, charges and expenses incurred in replacing and/or restoring documents but only for the value of the material and not for their value to the insured which may have been destroyed, lost or mislaid. The documents may be deeds, books, plans agreements, maps, plans, record, certificates and likes but not bonds, currency notes, coupons and other negotiable instruments.

### DE CONTAMINATION AND COST OF CLEAN UP

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### EXPENSE FOR LOSS MINIMIZATION

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

### SHUT DOWN-START UP CLAUSE

In consideration of the payment of additional premium, it is hereby agreed and declared that, notwithstanding anything to the contrary in this policy or in any of its conditions, the policy extends to cover actual shut down and start up costs for power and other utilities namely water, electricity, steam, gas and necessarily as well as fuels and combustibles to re establish the plant it was at the time of the damage subject to limit specified. Start up cost due to normal and/or emergency shut down not recoverable.

### NON-VITIATION CLAUSE

It is noted and agreed that if the insured described in the schedule comprises more than one insured party each operating as a separate and distinct entity then cover hereunder shall apply in the same manner and to the same extent as if the individual policies had been issued to each such insured party provided that the total liability of the insurers to all of the insured parties collectively shall not exceed the sums insured and limits of indemnity including and inner set by memorandum or endorsement stated in the policy.

It is understood and agreed that any payment or payments by Insurers to any one or more such insured parties shall reduce to the extent of that payment insurers liability to all such parties arising from any one event giving rise to a claim under this policy and (if applicable) in the aggregate.

It is further understood that the insured parties will at all times preserve the various contractual rights and agreements entered into by the insured parties and the contractual remedies of such parties in the event of loss or damage.

It is further understood and agreed that insurers shall be entitled to avoid liability to or (as maybe appropriate) claim damages from any of the insured parties in circumstances of fraud, material misrepresentation, material non-disclosure or breach of nay warranty or condition of this policy each referred to in this clause as vitiating act.

It is however agreed that a vitiating act committed by one insured party shall not prejudice the right to indemnity of any other insured party who has an insurable interest and who has not committed a vitiating act.

Insurers hereby agree to waive all rights of subrogation which they may have or acquire against any insured party except where the rights of subrogation or recourse are acquired in consequence of or otherwise following a vitiating act in which circumstances insurers may enforce such rights notwithstanding the continuing or former status of the vitiating party as insured.

The lenders to the project shall not be entitled to any indemnity under this policy for or arising from loss or damage in respect of which insurers are by reason of vitiating act no longer liable to indemnity any one or more other insured party.

### ACCIDENTAL DAMAGE COVER CLAUSE

In consideration of the payment of additional premium, it is hereby declared and agreed that the insurance under this policy shall, subject to terms, conditions and exclusions of this Policy and also subject to terms, conditions and exclusions hereinafter contained,

Extend to cover the property described in the Schedule of this Policy, destroyed or damaged by Accidental External Damage, however the liability of the Company shall in no case exceed in respect of each item the sum expressed in the said Schedule to be insured thereon or in the whole the total Sum Insured hereby.

#### EXCLUSIONS APPLICABLE TO THIS EXTENSION

The company shall not be liable for

1. Damage caused by

(a) any of the perils mentioned in Standard Fire and Special Perils policy, Terrorism cover clause and Business Interruption including any of the causes expressly excluded from the perils mentioned in Standard Fire and special Perils policy (whether or not insured) ,Forest Fire, Impact Damage due to Insured's own Rail/Road Vehicles, Fork lifts, Cranes,Stackers and the like and articles dropped there from, Spontaneous Combustion, Leakage and Contamination, Spoilage Material Damage, Deterioration of Stocks due to any cause, Breakage Of Fixed Glass And Outdoor Signs, Broad Water Damage

(b) to any property caused by its own faulty design or material, inherent vice, latent defect gradual deterioration, wear and tear, faulty or defective workmanship, operational error or omission on the part of the Insured or any of their employees but this shall not exclude subsequent damage which itself from a cause not otherwise excluded

(c) caused by corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or Insects, mechanical or electrical Breakdown or derangement in respect of the particular machine apparatus or equipment in which the Breakdown or derangement originates , change in temperature, color, flavor, texture or finish, joint leakage , failure of welds ,cracking, fracturing ,collapse or overheating of boilers , economizers, super heaters, pressure vessels or any range of steam and feed piping in connection therewith, breakage, cracking or scratching of crockery, glass, cameras, binoculars, lenses, sculptures, curios, pictures, musical instruments, sports gear or similar articles of a brittle or fragile nature unless caused by fire or accident to the means of conveyance.

(d) caused by pollution or contamination , acts of fraud or dishonesty, unexplained disappearance or inventory shortage misfiling or misplacing of information process defects or rejections

(e) to a building or structure caused by its own collapse or cracking ,moveable property in the open fences and gates by wind rain hail sleet snow flood or dust , property resulting from its undergoing any process of production testing commissioning servicing or repair and property or structures in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection

(f) property in transit outside the insured premises

(g) Money and securities of any description

2. The Excess mentioned in the policy

3. Loss, destruction or damage to the stocks in Cold Storage premises caused by change in temperature

4. Loss, destruction or damage to any electrical and / or electronic machine, apparatus, fixture or fitting (excluding fans and electrical wiring in dwellings) arising from or occasioned by overrunning, excessive pressure, short circuiting, arcing, self – heating, or leakage of electricity,from whatever cause (lightning included) provided that this exclusion shall apply only to the particular electrical machine, apparatus, fixture or fitting so affected and not to other machines, apparatus, fixture, or fittings which may be destroyed or damaged by fire so set up.

5. Loss or damage by spoilage resulting from the retardation or interruption or cessation of any process or operation.

6. Loss by theft and burglary

7. Loss or damage occasioned by or through or in consequence directly or in directly due to earthquake, Volcanic eruption or other convulsions of nature.

8. Damage to belts, ropes, chains, rubber tyres, dies, moulds, blades, cutters, knives or exchangeable tools, engraved or impression cylinders or rolls; objects made of glass, porcelain, ceramics, all operating media (e.g. lubricating oil, fuel, catalysts ,refrigerants etc. )felts, endless conveyor belts or wires, sieves, fabrics, heat resisting and anti-corrosive linings and parts of similar nature, packing material, parts not made of metal (except insulating material) and non-metallic lining or coating of metal parts.



Definition : 'Breakdown' means the actual failure or breaking, distortion or burning out of any part of the Machinery, Equipment and Plant whilst in use arising out of mechanical or electrical defects in the item.

Limit of Indemnity

The Indemnity provided under this extension, is limited to the amount specified in the schedule.