

### Terrorism Suraksha Classic-Revision

#### PROPERTY DAMAGE COVERAGE PART

#### INSURING CLAUSE

In consideration of the payment of the Premium as specified in the Risk Details attaching to and forming part hereof (hereinafter referred to as the "Risk Details") and subject to the Definitions, Exclusions, Extensions, Limits and Conditions hereinafter contained, this Contract insures the property described in the Risk Details, against direct physical loss or physical damage occurring during the Contract Period stated in the Risk Details caused by an Insured Event(s), as herein defined.

#### DEFINITIONS

1. **Insured Event(s)**, shall mean the perils of

**"Terrorism"** shall mean an act or series of acts, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

**"Sabotage"** shall mean a subversive act or series of such acts committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

#### **"Strike, Riot, Civil Commotion"**

(a) Strike shall mean a work stoppage to enforce demands made on an employer or to protest against an act or condition.

(b) Riot shall mean a violent disturbance by a group of persons assembled together for a common purpose which threatens the public peace.

(c) Civil Commotion shall mean a substantial violent uprising by a large number of persons assembled together and acting with common purpose or intent.

**"Malicious Damage"** shall mean all physical loss or damage resulting directly from a malicious act caused by anyone whether or not the aforesaid act is committed during a disturbance of the public peace.

#### **"Insurrection, Revolution and Rebellion"**

(a) Insurrection shall mean an uprising of citizens in resistance to their government.

(b) Revolution shall mean the overthrow or repudiation of a regime or political system by its citizens.

(c) Rebellion shall mean a deliberate, organised and open resistance, by force and arms, to the laws or operations of a government, committed by its citizens.

#### **"Mutiny and/or Coup d'état"**

(a) Mutiny shall mean a wilful resistance by members of legally constituted, armed or peacekeeping forces to a superior officer.

(b) Coup d'état shall mean a sudden change in government other than by democratic means brought about by the use or threat of violence.

#### **"War and/or Civil War"**

(a) War shall mean declared or undeclared hostile action between two or more nations or states.

(b) Civil War shall mean a hostile conflict between opposing citizens of the same nation or state.

2. **"Occurrence"** shall mean, Subject always to the provisions of the Contract:

1. In respect of the Insured Event(s) of Terrorism, Sabotage, Riots, Strikes, Civil Commotions, and Malicious Damage the duration and extent of any one Occurrence shall be limited to all losses sustained to the property of the Insured covered herein during any period of 72 consecutive hours arising out of and directly occasioned by such an Insured Event for the same purpose or cause. The Insured may choose the date and time when each loss period of 72 hours shall commence. However, no such period of 72 hours may extend beyond the expiration of this Contract other than for property of the Insured covered herein which first sustained damage during the Contract period, nor shall two or more periods of 72 hours overlap.

2. In respect of the Insured Events of Insurrection, Revolution, Rebellion, Mutiny, Coup d'état, Civil War, and War the duration and extent of any one Occurrence shall be limited to all losses sustained to the property of the Insured covered herein during any period not exceeding 30 consecutive days arising out of and directly occasioned by such an Insured Event for the same purpose or cause. The Insured may choose the date and time when each loss period of 30 days shall commence. However, no cover shall be given for losses sustained to the property of the Insured outside of the Contract period, nor shall two or more periods of 30 days overlap.

No Occurrence shall be deemed to commence earlier than the date and time of the happening of the first recorded individual loss to the Insured in that Occurrence during the

Contract period.

## **INSURED LOCATION**

An Insured Location within this contract is a location:

- 1) Listed on a Schedule of Locations on file with Insurers, or
- 2) Covered under the terms and conditions of the Changes in Values and Automatic Additions or Errors and Omissions provisions.

## **PROPERTY INSURED**

This Contract insures the following property, unless otherwise excluded elsewhere in this Contract, located at an Insured Location or within 1,000 feet thereof, to the extent of the interest of the Insured in such property.

A. Real Property, including new buildings and additions under construction at an Insured Location, in which the Insured has an insurable interest.

B. Personal Property:

- 1) owned by the Insured.
- 2) consisting of the Insured's interest as a tenant in improvements and betterments. In the event of physical loss or damage, Insurers agree to accept and consider the Insured as sole and unconditional owner of improvements and betterments, notwithstanding any contract or lease to the contrary.
- 3) of officers and employees of the Insured.
- 4) of others in the Insured's custody to the extent the Insured is under obligation to keep insured for physical loss or damage insured by this Contract.
- 5) of others in the Insured's custody to the extent of the Insured's legal liability for physical loss or damage to Personal Property. Insurers will defend that portion of any suit against the Insured that alleges such liability and seeks damages for such insured physical loss or damage. Insurers may, without prejudice, investigate, negotiate and settle any claim or suit as Insurers deems expedient.

This Contract also insures the interest of contractors and subcontractors in insured property during construction at an Insured Location or within 1,000 feet thereof, to the extent of the Insured's legal liability for insured physical loss or damage to such property. Such interest of contractors and subcontractors is limited to the property for which they have been hired to perform work and such interest will not extend to any TIME ELEMENT coverage provided under this Contract.

Personal Property also deemed to be that of Stock and materials in trade, which has been declared to insurers.

## **EXCLUSIONS**

### **1. LOSSES EXCLUDED**

This Contract DOES NOT cover:

1. loss or damage arising directly or indirectly from nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination may have been caused.
2. loss arising from war (whether before or after the outbreak of hostilities) between any two of the following: China, France, the Russian Federation, the United Kingdom and the United States of America.
3. loss or damage caused by seizure or legal or illegal occupation unless physical loss or damage is caused directly by an Insured Event.
4. loss or damage caused by confiscation, nationalisation, requisition, detention, embargo, quarantine, or any result of any order of public or government authority which deprives the Insured of the use or value of its property, nor for loss or damage arising from acts of contraband or illegal transportation or illegal trade.
5. loss or damage directly or indirectly arising from or in consequence of the discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment, except as covered within Property Damage Extension Seepage and/or Pollution and/or Contamination Clean up.
6. loss or damage caused by chemical or biological release or exposure of any kind.
7. loss or damage caused by attacks by electronic means including computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon.  
This exclusion shall not operate to exclude losses (which would otherwise be covered under this Contract) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.
8. loss of use, delay or loss of markets, loss of income, increased cost of working or any other consequential loss, unless specifically provided for by a Time Element extension to this Contract, then coverage shall apply within and as per the applicable Time Element extension.
9. loss or damage caused by cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications of any type or service not on the Insured's premises, except as otherwise provided by this Contract.
10. loss or increased cost as a result of threat or hoax.
11. loss or damage caused by or arising out of burglary, house-breaking, looting, theft or larceny or caused by any person taking part therein. However, this exclusion shall not apply to physical loss or damage to insured property caused by looting which results directly from an Insured Event,

### **2. PROPERTY EXCLUDED**

Unless specifically declared hereon, this Contract DOES NOT cover:

1. Land or land values, except land improvements consisting of landscaped gardens, roads and pavements, sporting pitches and fields, at the Insured location, should the values be declared and agreed by Insurers but not including any fill or land beneath such property
2. Power transmission, feeder lines or pipelines not on the Insured's premises, unless such power transmission, feeder lines or pipelines located outside of the Insured location are declared and agreed by insurers, as described within the Risk Details Description Of The Property or Interest Insured.
3. Aircraft or any other aerial device, or watercraft.
4. Any land conveyance, including vehicles, locomotives or rolling stock not on the Insured's premises, except as otherwise provided by this Contract.
5. Animals, plants and living things of all types, except for as covered within this Contract.
6. Exported property after such property is loaded on board an aircraft or watercraft for shipment or after aviation or marine insurance attaches, whichever occurs first; nor imported property prior to its discharge from an aircraft or watercraft or until the aviation or marine insurance terminates, whichever occurs last.

**TIME ELEMENT COVERAGE PART CAN BE REMOVED IN ITS ENTIRETY WHEN COVERAGE IS NOT COVERED TIME ELEMENT COVERAGE PART**

In consideration of the premium paid, this Contract insures Time Element loss as provided in the **Time Element Coverage**, directly resulting from physical loss or damage occurring during the Period of Insurance by an Insured Event to Property Insured by this Contract.

The Following clauses apply to all the Time Element Coverages herein unless as stated otherwise.

**A. DIRECT DAMAGE**

No claim shall be payable unless and until a claim has been paid, or liability admitted, in respect of direct physical loss or physical damage by an Insured Event to Property Insured under the Property Damage Coverage Part to which this Time Element Coverage Part is attached and which gave rise to interruption of business.

This Condition shall not apply if no such payment shall have been made, or liability admitted, solely owing to the operation of an excess in said Property Damage Coverage Part which excludes liability for losses below a specified amount.

**B. RESUMPTION OF OPERATIONS**

This Contract insures Time Element loss only to the extent the loss cannot be reduced through:

- a) by complete or partial resumption of operation of the property, and/or
- b) by making use of merchandise, stocks (opening or closing), or any other property at the Insured's locations or elsewhere, and/or
- c) by using or increasing operations elsewhere,

then such possible reduction shall be taken into account in arriving at the amount of the loss hereunder, all whether at an Insured Location or at any other location. The Insurers reserve the right to take into consideration the combined operating results of all associated, affiliated or subsidiary companies of the Insured in determining the Time Element loss.

**C EXPENSES TO REDUCE LOSS**

This Contract covers expenses reasonably and necessarily incurred by the Insured to reduce the loss otherwise payable under this section of this Contract. The amount of such recoverable expenses will not exceed the amount by which the loss has been reduced.

**D. VALUATION**

All amounts and accounting details to be calculated using the Insured's usual generally accepted accounting standards.

**E. LIMITATIONS**

1. Insurers shall not be liable for more than the smaller of either:
  - a) any specific Time Element Sum Insured stated in the Risk Details, or
  - b) the Sum Insured stated in the Risk Details, where such includes Time Element, if such is a combined limit, in respect of such loss, regardless of the number of locations suffering an interruption of business as a result of any one Occurrence.

2. The Indemnity Period stated in the Risk Details,

**F. EXCLUSIONS**

This Coverage Part DOES NOT cover:

1. increase in loss resulting from interference at the insured premises, by strikers or other persons, with rebuilding, repairing or replacing the property or with the resumption or continuation of operation, unless there has been direct physical loss or physical damage to an Insured Location by an Insured Strike, Riot or Civil Commotion Event as defined within this Contract .
2. increase in loss caused by the suspension, lapse, or cancellation of any lease, licence, contract, or order, unless such results directly from the insured interruption of business, and then Insurers shall be liable for only such loss as affects the Insured's profits during, and limited to, the Indemnity Period covered under this Contract.
3. loss of market or any other consequential loss except as specifically insured herein.

**TIME ELEMENT COVERAGE**

**(CHOOSE AND DELETE THOSE WHICH DO NOT APPLY)**

## GROSS PROFITS

As respects Insured Locations to which Gross Profits coverage applies:

### 1. MEASUREMENT OF LOSS:

In the event of such direct physical loss or physical damage, Insurers shall be liable for the actual loss sustained by the Insured resulting directly from such necessary interruption of business, but not exceeding the Sum Insured stated in the Risk Details due to:

a) reduction in Turnover;

and

b) increase in cost of working;

and the amount payable as indemnity thereunder shall be:

i) in respect of reduction in Turnover, the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall in consequence of an Insured Event fall short of the Standard Turnover,

ii) in respect of increase in cost of working, the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of an Insured Event 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 an Insured Event.

Provided that if the Sum Insured by this Extension be less than the sum produced by applying the Rate of Gross Profit to the Annual Turnover (or to a proportionately increased multiple thereof where the Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced.

Due consideration shall be given to the continuation of Normal charges and expenses, including payroll expenses, to the extent necessary to resume operations of the Insured with the same operational capability as existed immediately before the loss.

### 2. ADDITIONAL CONDITION:

a) As respects all Insured Locations where Gross Profit applies, Item B under the Valuation clause of the Loss Adjustment And Settlement section is replaced by the following:

B. On finished goods manufactured by the Insured, the replacement cost.

b) Coverage under Gross Profit for the reduction in sales due to contract cancellation will include only those sales

that would have been earned under the contract during the Indemnity Period.

### c) Research and Development

This Time Element Coverage Part is extended to insure the actual loss sustained by the Insured of continuing fixed charges and ordinary payroll directly attributable to the interruption of research and development activities that in themselves would not have produced income during the Indemnity Period.

### 3. DEFINITIONS

The following term(s) mean:

#### 1. TURNOVER

The money paid or payable to the Insured for goods sold and delivered and for services rendered in the course of the business at the premises of the Insured.

#### 2. GROSS PROFIT

The amount by which

a) the sum of the amount of the Turnover and the amounts of the closing stock and closing work in progress

shall exceed

b) the sum of the amounts of the opening stock and opening work in progress and the amount of the Specified Working Expenses.

The amount of the opening and closing stocks and work in progress shall be arrived at in accordance with the Insured's normal accountancy methods, due provision being made for depreciation.

#### 3. SPECIFIED WORKING EXPENSES

a) Purchases and discounts relative thereto.

b) Bad debts.

The words and expressions used in the definition of Specified Working Expenses shall have the meaning usually attached to them in the books and accounts of the Insured.

#### 4. RATE OF GROSS PROFIT

The Rate of Gross Profit earned on the Turnover during the financial year immediately before the date of an Insured Event \*\*

#### 5. ANNUAL TURNOVER

The Turnover during the twelve months immediately before the date of an Insured Event \*\*

#### 6. STANDARD TURNOVER

The Turnover during the period in the twelve months

immediately before the date of an Insured Event which corresponds with the Indemnity Period \*\*

\*\* to which such adjustments shall be made as may be necessary to provide for the trend of the business and for variations in or special circumstances affecting the business either before or after the date of the Insured Event or which would have affected the business had the Insured Event not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Insured Event would have been obtained during the relative period after the Insured Event.

#### 7. NORMAL

The condition that would have existed had no loss occurred.

#### 4. INDEMNITY PERIOD

The Indemnity Period applying to GROSS PROFIT is as follows:

##### 1) The period:

a) starting from the time of physical loss or damage of the type insured against; and

b) ending not later than the period of time shown in the Indemnity Period stated in the Risk Details,

during which period the results of the business shall be directly affected by such damage.

c) not to be limited by the expiration of this Contract.

##### 2) For property under construction, the period:

a) starting on the date that production, business operation or service would have commenced if physical damage of the type insured against had not happened; and

b) ending not later than the period of time shown in the Indemnity Period stated in the Risk Details,

during which period the results of the business shall be directly affected by such damage.

c) not to be limited by the expiration of this Contract.

The Rate of Gross Profit and Standard Turnover will be based on the experience of the business after construction is completed and the probable experience during the Indemnity Period.

3). The Indemnity Period does not include any additional time due to the Insured's inability to resume operations for any reason, including but not limited to:

1) making changes to equipment.

2) making changes to the buildings or structures except as provided in the PUBLIC AUTHORITIES/INCREASED COST OF CONSTRUCTION clause in the PROPERTY DAMAGE section.

3) re-staffing or retraining employees.

If two or more Indemnity Periods apply such periods will not be cumulative.

#### **GROSS EARNINGS**

As respects Insured Locations to which Gross Earnings coverage applies:

##### **1. MEASUREMENT OF LOSS**

In the event of such insured direct physical loss or damage to a Insured Location, Insurers in the event of such direct physical loss or damage, shall be liable for the actual loss sustained by the Insured resulting directly from such necessary interruption of business, but not exceeding the reduction in Gross Earnings, as defined hereafter, less charges and expenses which are not necessary during the interruption of business, for a period not to exceed the Indemnity Period.

Due consideration shall be given to the continuation of Normal charges and expenses, including payroll expenses, to the extent necessary to resume operations of the Insured with the same operational capability as existed immediately before the loss.

##### **2. RESEARCH AND DEVELOPMENT**

This Time Element Coverage Part is extended to insure the actual loss sustained by the Insured of continuing fixed charges and ordinary payroll directly attributable to the interruption of research and development activities that in themselves would not have produced income during the Indemnity Period.

##### **3. DEFINITIONS**

###### 1. GROSS EARNINGS

Gross Earnings are for the assessment of premium and for adjustment in the event of loss defined as,

the sum of:

(a) total net sales value of production or sales of Merchandise, and

(b) other earnings derived from the operations of the business.

###### LESS THE COST OF

(c) Raw Stock from which production is derived,

(d) supplies consisting of materials consumed directly in the conversion of such Raw Stock into Finished Stock, or in supplying the services sold by the Insured,

(e) Merchandise sold including packaging materials therefor,

(f) materials and supplies consumed directly in supplying the service(s) sold by the Insured,

(g) service(s) purchased from outsiders (not employees of the Insured) for resale which do not continue under contract, (h) the difference between the cost of production and the net selling price of Finished Stock which has been sold but not delivered.

No other costs shall be deducted in determining Gross Earnings.

In determining Gross Earnings due consideration shall be given to the experience of the business before the date of loss or damage and the probable experience thereafter had loss not occurred.

## 2. RAW STOCK

Material in the state in which the Insured receives it for conversion into Finished Stock.

## 3. STOCK IN PROCESS

Raw Stock which has undergone any ageing, seasoning, mechanical or other process of manufacture at the Insured's premises but which has not become Finished Stock.

## 4. FINISHED STOCK

Stock manufactured by the Insured which in the ordinary course of the Insured's business is ready for packing, shipment or sale.

## 5. MERCHANDISE

Goods kept for sale by the Insured which are not the product of manufacturing operations conducted by the Insured.

## 6. NORMAL

The condition that would have existed had no loss occurred.

## 4. **INDEMNITY PERIOD**

The Indemnity Period applying is as follows:

- 1) For building and equipment, the period:
  - a) starting from the time of physical loss or damage of the type insured against; and
  - b) ending when with due diligence and dispatch the building and equipment could be:
    - (i) repaired or replaced; and
    - (ii) made ready for operations,

under the same or equivalent physical and operating conditions that existed prior to the damage.

- c) not to be limited by the expiration of this Contract.
- 2) For building and equipment under construction:

a) the equivalent of the above period of time will be applied to the level of business that would have been reasonably achieved after construction and start-up would have been completed had no physical damage happened; and

b) due consideration will be given to the actual experience of the business compiled after completion of the construction and start-up.

3) For stock-in-process and mercantile stock, including finished goods not manufactured by the Insured, the time required with the exercise of due diligence and dispatch:

a) to restore stock in process to the same state of manufacture in which it stood at the inception of the interruption of production or suspension of business operations or services; and

b) to replace physically damaged mercantile stock.

4) For raw materials and supplies, the period of time:

a) of actual interruption of production or suspension of operations or services resulting from the inability to get suitable raw materials and supplies to replace similar ones damaged; but

b) limited to that period for which the damaged raw materials and supplies would have supplied operating needs.

5) If water:

a) used for any manufacturing purpose, including but not limited to as a raw material or for power;

b) stored behind dams or in reservoirs; and

c) on any Insured Location,

is released as the result of physical damage of the type insured against under this Contract to such dam, reservoir or connected equipment, Insurers' liability for the actual interruption of production or suspension of operations or services due to inadequate water supply will not extend beyond 30 consecutive days after the damaged dam, reservoir or connected equipment has been repaired or replaced.

6) For physically damaged exposed films, records, manuscripts and drawings, the time required to copy from backups or from originals of a previous generation. This time does not include research, engineering or any other time necessary to restore or recreate lost information.

7) The Indemnity Period shall however not exceed the Time Limitation as stated within the Risk Details.

## 5. **EXTENDED PERIOD OF INDEMNITY**

Coverage is extended to cover the reduction in sales resulting from:

- 1) the interruption of business as covered by Gross Earnings;

2) for such additional length of time as would be required with the exercise of due diligence and dispatch to restore the Insured's business to the condition that would have existed had no loss occurred; and

3) commencing with the date on which the liability of the Insurers for loss resulting from interruption of business would terminate if this Extension had not been included herein.

Coverage under this Extension for the reduction in sales due to contract cancellation will include only those sales that would have been earned under the contract during the extended Indemnity Period.

Coverage under this Extension does not apply for more than the number of consecutive days specified in the Risk Details.

## **GROSS REVENUE**

As respects Insured Locations to which Gross Revenues coverage applies:

### **1. MEASUREMENT OF LOSS**

In the event of such direct physical loss or physical damage, Insurers shall be liable for the actual loss sustained by the Insured resulting directly from such necessary interruption of business, but not exceeding the reduction in Gross Revenue, as defined hereafter, less charges and expenses which are not necessary during the interruption of business, for a period not to exceed Indemnity Period.

Due consideration shall be given to the continuation of Normal charges and expenses, including payroll expenses, to the extent necessary to resume operations of the Insured with the same operational capability as existed immediately before the loss.

### **2. RESEARCH AND DEVELOPMENT**

This Time Element Coverage Part is extended to insure the actual loss sustained by the Insured of continuing fixed charges and ordinary payroll directly attributable to the interruption of research and development activities that in themselves would not have produced income during the Indemnity Period.

### **3. DEFINITIONS**

#### **1. GROSS REVENUE**

The money paid or payable to the Insured for services rendered in the course of the business at the premises and the amount payable as indemnity hereunder shall be the amount by which the Gross Revenue during the Indemnity Period shall, in consequence of the loss or damage, fall short of the Standard Gross Revenue.

#### **2. STANDARD GROSS REVENUE**

The Gross Revenue during that period in the 12 months immediately before the date of the loss or damage which corresponds with the indemnity period to which such

adjustments shall be made as may be necessary to provide for the trend of the business and for variations in or other circumstances affecting the business either before or after the loss or damage which would have affected the business had the loss or damage not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the loss or damage would have been obtained during the relative period after the loss or damage.

#### **3. NORMAL**

The condition that would have existed had no loss occurred.

#### **4. INDEMNITY PERIOD**

The Indemnity Period applying is as follows:

1) For building and equipment, the period:

- a) starting from the time of physical loss or damage of the type insured against; and
- b) ending when with due diligence and dispatch the building and equipment could be:
  - (i) repaired or replaced; and
  - (ii) made ready for operations,

under the same or equivalent physical and operating conditions that existed prior to the damage.

c) not to be limited by the expiration of this Contract.

2) For building and equipment under construction:

- a) the equivalent of the above period of time will be applied to the level of business that would have been reasonably achieved after construction and start-up would have been completed had no physical damage happened; and
- b) due consideration will be given to the actual experience of the business compiled after completion of the construction and start-up.

3) For stock-in-process and mercantile stock, including finished goods not manufactured by the Insured, the time required with the exercise of due diligence and dispatch:

- a) to restore stock in process to the same state of manufacture in which it stood at the inception of the interruption of production or suspension of business operations or services; and
  - b) to replace physically damaged mercantile stock.
- 4) For raw materials and supplies, the period of time:

a) of actual interruption of production or suspension of operations or services resulting from the inability to get suitable raw materials and supplies to replace similar ones damaged; but

- b) limited to that period for which the damaged raw materials and supplies would have supplied operating needs.
- 5) If water:
- a) used for any manufacturing purpose, including but not limited to as a raw material or for power;

- b) stored behind dams or in reservoirs; and
- c) on any Insured Location,

is released as the result of physical damage of the type insured against under this Contract to such dam, reservoir or connected equipment, Insurers' liability for the actual interruption of production or suspension of operations or services due to inadequate water supply will not extend beyond 30 consecutive days after the damaged dam, reservoir or connected equipment has been repaired or replaced.

6) For physically damaged exposed films, records, manuscripts and drawings, the time required to copy from backups or from originals of a previous generation. This time does not include research, engineering or any other time necessary to restore or recreate lost information.

7) The Indemnity Period shall however not exceed the Time Limitation as stated within the Risk Details.

## 5. EXTENDED PERIOD OF INDEMNITY

Coverage is extended to cover the reduction in sales resulting from:

- 1) the interruption of business as covered by Gross Revenue;
- 2) for such additional length of time as would be required with the exercise of due diligence and dispatch to restore the Insured's business to the condition that would have existed had no loss occurred; and
- 3) commencing with the date on which the liability of the Insurers for loss resulting from interruption of business would terminate if this Extension had not been included herein.

Coverage under this Extension for the reduction in sales due to contract cancellation will include only those sales that would have been earned under the contract during the extended Indemnity Period.

Coverage under this Extension does not apply for more than the number of consecutive days specified in the Risk Details.

## RENTAL INCOME / VALUE

As respects to Insured Locations to which Rental Income / Value coverage applies:

### 1. MEASUREMENT OF LOSS

In the event of such direct physical loss or damage, Insurers shall be liable for the actual loss sustained by the Insured resulting directly from such necessary untenability, but

not exceeding the reduction in Rental Income, as defined hereafter, less charges and expenses which are not necessary during the period of untenability, for a period not to exceed the Indemnity Period.

## 2. RESUMPTION OF OPERATIONS

Resumption of Operations for Rental income / Value will be amended to read as follows;

This Contract insures Rental Income / Value loss resulting from untenability only to the extent the loss cannot be reduced:

- (a) by complete or partial resumption of occupation of the property, and/or
- (b) by making use of any other property at the Insured's locations or elsewhere, and/or
- (c) by using or increasing operations elsewhere,

then such possible reduction shall be taken into account in arriving at the amount of loss hereunder. The Insurers reserve the right to take into consideration the combined operating results of all associated, affiliated or subsidiary companies of the Insured in determining the Rental Income / Value loss.

## 3. DEFINITION

### RENTAL INCOME

Rental Income is for the assessment of premium and for adjustment in the event of loss defined as the sum of:

- (a) the anticipated gross rental income from tenant occupancy of the described property as furnished and equipped by the Insured, and
- (b) the amount of all charges which are the legal obligations of the tenants and which would otherwise be obligations of the Insured, and
- (c) the fair rental value of any portion of such property which is occupied by the Insured.

In determining Rental Income due consideration shall be given to the rental experience before the date of damage or destruction and the probable experience thereafter had no loss occurred.

## 4. INDEMNITY PERIOD

The Indemnity Period applying is as follows:

- 1) For building and equipment, the period:
  - a) starting from the time of physical loss or damage of the type insured against; and
  - b) ending when with due diligence and dispatch the building and equipment could be:



(i) repaired or replaced; and  
(ii) made ready for operations,  
under the same or equivalent physical and operating  
conditions that existed prior to the damage.

c) not to be limited by the expiration of this Contract.

2) For building and equipment under construction:

a) the equivalent of the above period of time will be applied to the level of business that would have been reasonably achieved after construction and start-up would have been completed had no physical damage happened; and

b) due consideration will be given to the actual experience of the business compiled after completion of the construction and start-up.

3) For raw materials and supplies, the period of time:

a) of actual interruption of production or suspension of operations or services resulting from the inability to get suitable raw materials and supplies to replace similar ones damaged; but

b) limited to that period for which the damaged raw materials and supplies would have supplied operating needs.

4) The Indemnity Period shall however not exceed the Time Limitation as stated within the Risk Details.

## 5. EXTENDED PERIOD OF INDEMNITY

Coverage is extended to cover the reduction in rental income resulting from:

1) the interruption of business as covered by Rental Income / Value;

2) for such additional length of time as would be required with the exercise of due diligence and dispatch to restore the Insured's business to the condition that would have existed had no loss occurred; and

3) commencing with the date on which the liability of the Insurers for loss resulting from interruption of business would terminate if this Extension had not been included herein.

Coverage under this Extension for the reduction in sales due to contract cancellation will include only those sales that would have been earned under the contract during the extended Indemnity Period.

Coverage under this Extension does not apply for more than the number of consecutive days specified in the Risk Details.

## LEASEHOLD INTEREST

As respects to Insured Locations to which Leasehold Interests coverage applies:

### 1. MEASUREMENT OF LOSS:

The recoverable Leasehold Interest incurred by the Insured of the following:

a) If the lease agreement requires continuation of rent; and if the property is wholly untenanted or unusable, the actual rent payable for the unexpired term of the lease; or if the property is partially untenanted or unusable, the proportion of the rent payable for the unexpired term of the lease.

b) If the lease is cancelled by the lessor pursuant to the lease agreement or by the operation of law; the Lease Interest for the first three months following the loss; and the Net Lease Interest for the remaining unexpired term of the lease.

### 2. LEASEHOLD INTEREST EXCLUSIONS:

As respects Leasehold Interest, Time Element Exclusion 2, does not apply and the following applies instead:

This Contract does not insure any increase in loss resulting from the suspension, lapse or cancellation of any license, or from the Insured exercising an option to cancel the lease; or from any act or omission of the Insured that constitutes a default under the lease.

In addition, there is no coverage for the Insured's loss of Leasehold Interest directly resulting from physical loss or damage to Personal Property.

### 3. DEFINITIONS

The following term(s) means:

a) Lease Interest:

The excess rent paid for the same or similar replacement property over actual rent payable plus cash bonuses or advance rent paid (including maintenance or operating charges) for each month during the unexpired term of the Insured's lease.

b) Net Lease Interest:

That sum which placed at 6% interest rate compounded annually would equal the Lease Interest (less any amounts otherwise payable hereunder).

### 4. INDEMNITY PERIOD

The Indemnity Period applying is as follows:

1) For building and equipment, the period:

a) starting from the time of physical loss or damage of the type insured against; and

b) ending when with due diligence and dispatch the building and equipment could be:

(i) repaired or replaced; and

(ii) made ready for operations,

under the same or equivalent physical and operating conditions that existed prior to the damage.

- c) not to be limited by the expiration of this Contract.
- 2) For raw materials and supplies, the period of time:
- a) of actual interruption of production or suspension of operations or services resulting from the inability to get suitable raw materials and supplies to replace similar ones damaged; but
  - b) limited to that period for which the damaged raw materials and supplies would have supplied operating needs.
- 3) The Indemnity Period shall however not exceed the Time Limitation as stated within the Risk Details.

### COMMISSIONS, PROFITS AND ROYALTIES

As respects to Insured Locations to which Commissions, Profits and Royalties coverage applies:

#### 1 MEASUREMENT OF LOSS:

- a) The recoverable Commissions, Profits And Royalties loss is the actual loss sustained by the Insured of the following during the Indemnity Period:
- (i) Commissions, Profits and Royalties;
  - (ii) Less non-continuing expenses and charges during the Period of Liability.
- b) The Commissions, Profits And Royalties payable hereunder will be the actual loss sustained of income to the Insured during the Indemnity Period under any royalty, licensing fee or commission agreement between the Insured and another party which is not realizable due to physical loss or damage insured by this Contract to property of the other party of the type insured by this Contract located within the Contract's Territory.

c) The Insured will influence, to the extent possible, said party(ies) with whom the agreements described above have been made to use any other machinery, supplies or locations in order to resume business so as to reduce the amount of loss hereunder, and the Insured will cooperate with that party in every way to effect this. This Contract does not cover any cost to effect the above unless authorized in advance by the Insurers.

d) In determining the indemnity payable hereunder, the Insurers will consider the amount of income derived from such agreements before and the probable amount of income after the date of loss or damage.

e) There is recovery hereunder but only if such loss or damage interrupts the delivery of goods in whole or in part to the Insured or for their account.

### 2 COMMISSIONS, PROFITS AND ROYALTIES EXCLUSIONS:

As respects Commissions, Profits And Royalties, Time

Element Exclusions 3 does not apply.

### 3 DEFINITIONS:

The following term(s) means:

- a) Commissions:  
The income that would have been received by the Insured from the sale of goods not owned by the Insured.
- b) Profits:  
The amount that would have been received by the Insured from the sale of goods belonging to the Insured, in excess of the cost to the Insured of such goods.
- c) Royalties:  
The income the Insured is not able to collect under royalty or licensing agreements.

### 4. INDEMNITY PERIOD

The Indemnity Period applying is as follows:

- 1) For building and equipment, the period:
- a) starting from the time of physical loss or damage of the type insured against; and
  - b) ending when with due diligence and dispatch the building and equipment could be:
    - (i) repaired or replaced; and
    - (ii) made ready for operations,

under the same or equivalent physical and operating conditions that existed prior to the damage.

- c) not to be limited by the expiration of this Contract.
- 2) For building and equipment under construction:
- a) the equivalent of the above period of time will be applied to the level of business that would have been reasonably achieved after construction and start-up would have been completed had no physical damage happened; and
  - b) due consideration will be given to the actual experience of the business compiled after completion of the construction and start-up.

3) For stock-in-process and mercantile stock, including finished goods not manufactured by the Insured, the time required with the exercise of due diligence and dispatch:

- a) to restore stock in process to the same state of manufacture in which it stood at the inception of the interruption of production or suspension of business operations or services; and

- b) to replace physically damaged mercantile stock.

- 4) For raw materials and supplies, the period of time:
  - a) of actual interruption of production or suspension of operations or services resulting from the inability to get suitable raw materials and supplies to replace similar ones damaged; but
  - b) limited to that period for which the damaged raw materials and supplies would have supplied operating needs.
- 5) If water:
  - a) used for any manufacturing purpose, including but not limited to as a raw material or for power;
  - b) stored behind dams or in reservoirs; and
  - c) on any Insured Location,

is released as the result of physical damage of the type insured against under this Contract to such dam, reservoir or connected equipment, Insurers' liability for the actual interruption of production or suspension of operations or services due to inadequate water supply will not extend beyond 30 consecutive days after the damaged dam, reservoir or connected equipment has been repaired or replaced.

6) For physically damaged exposed films, records, manuscripts and drawings, the time required to copy from backups or from originals of a previous generation. This time does not include research, engineering or any other time necessary to restore or recreate lost information.

7) The Indemnity Period shall however not exceed the Time Limitation as stated within the Risk Details.

### ADDITIONAL INCREASED COST OF WORKING

This contract is extended to cover Additional Increased Cost of Working as follows;

#### 1. MEASUREMENT OF LOSS:

The additional expenditure beyond that recoverable under the TIME ELEMENT, GROSS PROFITS COVERAGE necessarily and reasonably incurred to continue the operation of the Insured's business as nearly as reasonably practicable during the Indemnity Period over and above the cost that would normally have been incurred to conduct the business during the same period had no loss or damage occurred.

#### 2. INDEMNITY PERIOD

The Indemnity Period is as follows:

- 1) The period:
  - a) starting from the time of physical loss or damage of the type insured against; and
  - b) ending not later than the period of time shown in the

Indemnity Period stated in the Risk Details,

during which period the results of the business shall be directly affected by such damage.

- c) not to be limited by the expiration of this Contract.

2) For property under construction, the period:

a) starting on the date that production, business operation or service would have commenced if physical damage of the type insured against had not happened; and

b) ending not later than the period of time shown in the Indemnity Period stated in the Risk Details,

during which period the results of the business shall be directly affected by such damage.

- c) not to be limited by the expiration of this Contract.

The Rate of Gross Profit and Standard Turnover will be based on the experience of the business after construction is completed and the probable experience during the Indemnity Period.

3). The Indemnity Period does not include any additional time due to the Insured's inability to resume operations for any reason, including but not limited to:

1) making changes to equipment.

2) making changes to the buildings or structures except as provided in the PUBLIC AUTHORITIES/INCREASED COST OF CONSTRUCTION clause in the PROPERTY DAMAGE section.

3) re-staffing or retraining employees.

If two or more Indemnity Periods apply such periods will not be cumulative.

### EXTRA EXPENSE

#### 1. MEASUREMENT OF LOSS:

The recoverable Extra Expense loss will be the reasonable and necessary extra costs incurred by the Insured during the Indemnity Period in order to continue as nearly as practicable the Normal conduct of the Insured's business, at the Insured Location suffering direct physical loss or physical damage by an Insured Event, as covered by the Property Damage Coverage Part, to Property Insured by this Contract.

#### 2. EXTRA EXPENSE EXCLUSIONS:

As respects Extra Expense, the following are also excluded:

a) Any loss of Earnings, Income, Revenue or any other consequential loss.

b) Costs that normally would have been incurred in conducting the business during the same period had no physical loss or damage occurred.

c) Cost of permanent repair or replacement of property that has been damaged or destroyed.

d) Any expense recoverable elsewhere in this Contract.

### 3. DEFINITIONS

#### 1. EXTRA EXPENSE

Extra Expense as used in this Extension means the excess (if any) of the total cost necessarily and reasonably incurred during the Indemnity Period chargeable to the conduct of the Insured's business over and above the total cost that would normally have been incurred to conduct the Insured's business during the same period had no such direct physical loss or physical damage occurred and includes the reasonable extra cost of temporary repair or of expediting the repair or replacement of such damaged property of the Insured, including overtime and the extra cost of express or other rapid means of transportation. Any salvage value remaining in property obtained for temporary use under this Extension shall be taken into account in the determination of such Extra Expense.

#### 2. NORMAL

The condition that would have existed had no loss occurred.

### 4 INDEMNITY PERIOD

The Indemnity Period applying is as follows:

1) For building and equipment, the period:

a) starting from the time of physical loss or damage of the type insured against; and

b) ending when with due diligence and dispatch the building and equipment could be:

(i) repaired or replaced; and

(ii) made ready for operations, under the same or equivalent physical and operating conditions that existed prior to the damage.

c) not to be limited by the expiration of this Contract.

2) For building and equipment under construction:

a) the equivalent of the above period of time will be applied to the level of business that would have been reasonably achieved after construction and start-up would have been completed had no physical damage happened; and

b) due consideration will be given to the actual experience of the business compiled after completion of the construction and start-up.

3) For stock-in-process and mercantile stock, including finished goods not manufactured by the Insured, the time required with the exercise of due diligence and dispatch:

a) to restore stock in process to the same state of manufacture in which it stood at the inception of the interruption of production or suspension of business operations or services; and

b) to replace physically damaged mercantile stock.

4) For raw materials and supplies, the period of time:

a) of actual interruption of production or suspension of operations or services resulting from the inability to get suitable raw materials and supplies to replace similar ones damaged; but

b) limited to that period for which the damaged raw materials and supplies would have supplied operating needs.

5) If water:

a) used for any manufacturing purpose, including but not limited to as a raw material or for power;

b) stored behind dams or in reservoirs; and

c) on any Insured Location,

is released as the result of physical damage of the type insured against under this Contract to such dam, reservoir or connected equipment, Insurers' liability for the actual interruption of production or suspension of operations or services due to inadequate water supply will not extend beyond 30 consecutive days after the damaged dam, reservoir or connected equipment has been repaired or replaced.

6) For physically damaged exposed films, records, manuscripts and drawings, the time required to copy from backups or from originals of a previous generation. This time does not include research, engineering or any other time necessary to restore or recreate lost information.

7) The Indemnity Period shall however not exceed the Time Limitation as stated within the Risk Details.

### 5. EXTENDED PERIOD OF INDEMNITY

This Time Element Coverage Part is extended to provide coverage for

1. such additional length of time as would be required with the exercise of due diligence and dispatch to restore the Insured's business to the condition that would have existed had no loss occurred; and

2. commencing with the date on which the liability of the Insurers for loss resulting from interruption of business would terminate if this Extension had not been included herein.

Coverage under this Extension for the reduction in sales due

to contract cancellation will include only those sales that would have been earned under the contract during the extended Indemnity Period.

Coverage under this Extension does not apply for more than the number of consecutive days specified in the Risk Details.

## **6. CONTINGENT EXTRA EXPENSE**

This contract also covers the Extra Expense, as defined within this Coverage Part, incurred by the Insured during the Indemnity Period directly resulting from physical loss or damage by an Insured Event to property of the type insured, at any locations of direct suppliers or customers located within the countries stated within the Territorial Limits as described in the Risk Details of this Contract.

The term "Supplier or customer" does not include any company supplying to or receiving from the Insured Location, as described elsewhere within the Contract, air, electricity, fuel, gas, water, steam, transmission or voice data or video, refrigeration, or sewage.

## **LOSS ADJUSTMENT AND SETTLEMENT**

### **1. LOSS ADJUSTMENT/PAYABLE**

Loss, if any, will be adjusted with and payable to the Insured, or as may be directed by the Insured. Additional insured interests will also be included in loss payment as their interests may appear when named as additional named insured, lender, mortgagee and/or loss payee in the Certificates of Insurance on file with the Insurers or named below.

### **2. CURRENCY FOR LOSS PAYMENT**

All amounts, including deductibles and limits of liability, indicated in this Contract are in the currency as stated within the Risk Details. Losses will be adjusted and paid in the currency as Stated in the Risk Details, unless directed otherwise by the Insured.

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

A. As respects the calculation of excess(es) and limits of liability, the rate of exchange published in The Wall Street Journal on the date of loss.

B. As respects loss or damage to Real and Personal Property:

1) the cost to repair or replace Real and Personal Property will be converted at the time the cost of repair or replacement is incurred based on the rate of exchange published in The Wall Street Journal.

2) if such property is not replaced or repaired, the conversion will be based on the rate of exchange published in The Wall Street Journal as of the date of loss.

C. As respects TIME ELEMENT loss the conversion will

be based on the average of the rate of exchange published in The Wall Street Journal on the date of loss and the rate of exchange published in The Wall Street Journal on the last day of the Period of Liability.

If The Wall Street Journal was not published on the stipulated date, the rate of exchange will be as published on the next business day.

### **3. VALUATION**

Adjustment of the physical loss amount under this Contract will be computed as of the date of loss at the location of the loss, and for no more than the interest of the Insured, subject to the following:

A. On stock in process, the value of raw materials and labour expended plus the proper proportion of overhead charges.

B. On finished goods manufactured by the Insured, the regular cash selling price at the Location where the loss happens, less all discounts and charges to which the finished goods would have been subject had no loss happened.

C. On raw materials, supplies and other merchandise not manufactured by the Insured:

1) if repaired or replaced, the actual expenditure incurred in repairing or replacing the damaged or destroyed property; or

2) if not repaired or replaced, the Actual Cash Value.

D. On exposed films, records, manuscripts and drawings, that are not Valuable Papers and Records, the value blank plus the cost of copying information from back-up or from originals of a previous generation. These costs will not include research, engineering or any costs of restoring or recreating lost information.

E. On FINE ARTS articles, the lesser of:

1) the reasonable and necessary cost to repair or restore such property to the physical condition that existed on the date of loss.

2) cost to replace the article.

3) the value, if any, stated on a schedule on file with Insurers.

In the event a Fine Arts article is part of a pair or set, and a physically damaged article cannot be replaced, or repaired or restored to the condition that existed immediately prior to the loss, Insurers will be liable for the lesser of the full value of such pair or set or the amount designated on the schedule. The Insured agrees to surrender the pair or set to Insurers.

F. On VALUABLE PAPERS AND RECORDS, the lesser of the following:

- 1) The cost to repair or restore the item to the condition that existed immediately prior to the loss.
  - 2) The cost to replace the item.
  - 3) The amount designated for the item on the schedule on file with Insurers.
- G. On property in transit:

- 1) Property shipped to or for the account of the Insured will be valued at actual invoice to the Insured. Included in the value are accrued costs and charges legally due. Charges may include the Insured's commission as selling agent.
- 2) Property sold by the Insured and shipped to or for the purchaser's account will be valued at the Insured's selling invoice amount. Prepaid or advanced freight costs are included.
- 3) Property not under invoice will be valued:
  - a) for property of the Insured, at the valuation provisions of this Contract applying at the location from which the property is being transported; or
  - b) for other property, at the actual cash market value at the destination point on the date of loss,

less any charges saved which would have become due and payable upon arrival at destination.

H. On all other property, the loss amount will not exceed the lesser of the following:

- 1) The cost to repair.
- 2) The cost to rebuild or replace on the same site with new materials of like size, kind and quality.
- 3) The cost in rebuilding, repairing or replacing on the same or another site, but not to exceed the size and operating capacity that existed on the date of loss.
- 4) The selling price of real property or machinery and equipment, other than stock, offered for sale on the date of loss.
- 5) The cost to replace unrepairable electrical or mechanical equipment, including computer equipment, with equipment that is the most functionally equivalent to that damaged or destroyed, even if such equipment has technological advantages and/or represents an improvement in function and/or forms part of a program of system enhancement.
- 6) The increased cost of demolition, if any, resulting from loss covered by this Contract, if such property is scheduled for demolition.
- 7) The unamortized value of improvements and betterments, if such property is not repaired or replaced at the Insured's expense.
- 8) The Actual Cash Value if such property is:

- a) useless to the Insured; or
- b) not repaired, replaced or rebuilt on the same or another site within thirty six month from the date of loss.

The Insured may elect not to repair or replace the insured real and/or personal property lost, damaged or destroyed. Loss settlement may be elected on the lesser of repair or replacement cost basis if the proceeds of such loss settlement are expended on other capital expenditures related to the Insured's operations within three years from the date of loss. As a condition of collecting under this item, such expenditure must be unplanned as of the date of loss and be made at an Insured Location under this Contract. This item does not extend to PUBLIC AUTHORITIES/INCREASED COST OF CONSTRUCTION.

References and Application. The following term(s) wherever used in this Contract means:

**Actual Cash Value:**

The amount it would cost to repair or replace insured property, on the date of loss, with material of like kind and quality, with proper deduction for obsolescence and physical depreciation.

## LOSS CONDITIONS

### 1. INSURERS' OPTION

Insurers have the option to take all or any part of damaged property at the agreed or appraised value. Insurers must give notice to the Insured of their intention to do so within 30 days after receipt of proof of loss.

### 2. ABANDONMENT

There may be no abandonment of any property to Insurers.

### 3. ARBITRATION

The parties to the contract may mutually agree and enter into a separate Arbitration Agreement 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.

### 4. SUIT AGAINST THE INSURERS

No suit, action or proceeding for the recovery of any claim will be sustained in any court of law or equity unless:

- 1) the Insured has fully complied with all the provisions of this Contract; and
- 2) legal action is started within twelve (12) months after inception of the loss.

If under the insurance laws of the jurisdiction in which the property is located, such twelve (12) months' limitation is

invalid, then any such legal action needs to be started within the shortest limit of time permitted by such laws.

## 5. SETTLEMENT OF CLAIMS

Refer the claim process

## 6. SUBROGATION

Any release from liability entered into in writing by the Insured prior to loss hereunder shall not affect this Contract or the right of the Insured to recover hereunder. The right of subrogation against any of the Insured's subsidiary or affiliated companies or any other companies associated with the Insured through ownership or management is waived.

In the event of any payment under this Contract, the Insurers shall be subrogated to the extent of such payment to all the Insured's right of recovery therefore. The Insured shall execute all papers required, shall cooperate with Insurers and, upon the Insurers' request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, attaining the attendance of witnesses and in the conduct of suits and shall do anything that may be necessary to secure such right. The Insurers will act in concert with all other interests concerned (including the Insured) in the exercise of such rights of recovery. If any amount is recovered as a result of such proceedings, such amount shall be distributed in the following priorities:

(a) Any interest, (including the Insured's), exclusive of any deductible or self insured retention, suffering a loss of the type covered by this Contract and in excess of the coverage under this Contract shall be reimbursed up to the amount of such loss;

(b) Out of the balance remaining, the Insurers shall be reimbursed to the extent of payment under this Contract;

(c) The remaining balance, if any, shall inure to the benefit of the Insured, or any insurer providing insurance primary to this Contract, with respect to the amount of such primary insurance, deductible, self insured retention, and/or loss of a type not covered by this Contract.

The expense of all proceedings necessary to the recovery of any such amount shall be apportioned between the interests concerned, including that of the Insured, in the ratio of their respective recoveries as finally settled. If there should be no recovery and proceedings are instituted solely on the initiative of Insurers, the expense thereof shall be borne by the Insurers.

## 7. COLLECTION FROM OTHERS

Insurers will not be liable for any loss to the extent that the Insured has collected for such loss from others.

## 8. PARTIAL PAYMENT OF LOSS SETTLEMENT

In the event of a loss occurring which has been ascertained to be insured loss or damage under this Contract and determined

by Insurers' representatives to be in excess of the applicable insurance excess, Insurers will advance mutually agreed upon partial payment(s) on the insured loss or damage, subject to the insurance's provisions. To obtain said partial payments, the Insured will submit a signed and sworn Proof of Loss as described in this Contract, with adequate supporting documentation.

## 9. LOSS ADJUSTMENT EXPENSES

It is understood and agreed that the Insurers will appoint an adjuster, at their expense, for the adjustment of all insured claims made against this Contract.

## GENERAL CONDITIONS

### 1. ADDITIONAL INSURABLE INTERESTS/CERTIFICATES OF INSURANCE

Additional insured interests are automatically added to this Contract as their interest may appear when named as additional named insured, lender, mortgagee and/or loss payee as on file with both the Broker(s) named in the Risk Details and in the Certificates of Insurance on a schedule on file with the Insurers. Such interests become effective on the date shown in the Contract of Insurance and will not amend, extend or alter the terms, conditions, provisions and limits of this Contract.

### 2. ASSIGNMENT

Assignment or transfer of this Contract shall not be valid except with the written consent of Insurers.

### 3. DUE DILIGENCE

The Insured (or any of the Insured's agents, sub or co-contractors) must use due diligence and do (and concur in doing and permit to be done) everything reasonably practicable, including but not limited to taking precautions to protect or remove the insured property, to avoid or diminish any loss herein insured and to secure compensation for any such loss including action against other parties to enforce any rights and remedies or to obtain relief or indemnity.

### 4. ERRORS AND OMISSIONS

If physical loss or damage is not payable under this Contract solely due to an error or unintentional omission:

1) in the description of where insured property is physically located;

2) to include any Location:

a) owned, leased or rented by the Insured on the effective date of this Contract; or

b) purchased, leased or rented by the Insured during the term of this Contract; or

this Contract covers such physical loss or damage, to the

extent it would have provided coverage had such error or unintentional omission not been made.

Insurers rights remain to charge an additional premium and/or apply additional terms from the date of such error or unintentional omission, which could reasonably have been demanded had such error or unintentional omission not occurred

It is a condition of this Additional Coverage that any error or unintentional omission be reported by the Insured to Insurers when discovered and corrected.

## 5. EXCESS

The Insurers hereon shall not be liable for the Excess stated in the Risk Details and will be liable only if the Insured sustains a loss in a single Occurrence greater than the applicable Excess specified in the Risk Details, and only for its share of that greater amount.

Unless otherwise stated below:

A. When this Contract insures more than one location, the Excess will apply against the total loss covered by this Contract in any one Occurrence.

B. If two or more deductibles provided in this Contract apply to a single Occurrence, the total to be deducted will not exceed the largest Excess applicable, unless otherwise provided.

However any deductibles applicable to Time Element coverages shall apply in addition to the applicable Property Damage deductible.

## 6. FRAUDULENT CLAIMS CLAUSE

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Contract shall become void and all claims and benefit hereunder shall be forfeited.

## 7. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws as stated in the Risk Details.

## 8. INCORRECT DECLARATION PENALTY

If the values declared as stated in the Risk Details are less than the correct insured values by more than 15% as determined in the Valuation clause, then any recovery otherwise due hereunder shall be reduced in the same proportion that the values declared bear to the values that should have been declared, and the Insured shall co-insure for the balance.

## 9. INSPECTION AND AUDIT

The Insurers or their agents shall be permitted but not obligated to inspect the Insured's property at any time.

Neither the Insurers' right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the Insured or others, to determine or warrant that such property is safe.

The Insurers may examine and audit the Insured's books and

records at any time up to two years after the final termination of this Contract, as far as they relate to the subject matter of this Contract.

## 10. JURISDICTION

Any dispute which does not fall within the Arbitration clause of this Contract shall be determined under the exclusive jurisdiction of the courts as stated in the Risk Details.

## 11. LENDERS LOSS PAYEE AND MORTGAGEE INTERESTS AND OBLIGATIONS

A. The Insurers will pay for loss to specified Property Insured under this Contract to each specified Lender Loss Payee (hereinafter referred to as Lender) as its interest may appear, and to each specified Mortgagee as its interest may appear, under all present or future mortgages upon such property, in order of precedence of the mortgages.

B. The interest of the Lender or Mortgagee (as the case may be) in Property Insured under this Contract will not be invalidated by:

- 1) any act of neglect of the debtor, mortgagor, or owner (as the case may be) of the property.
- 2) foreclosure, notice of sale, or similar proceedings with respect to the property.
- 3) change in the title or ownership of the property.
- 4) change to a more hazardous occupancy.

The Lender or Mortgagee will notify the Insurers of any known change in ownership, occupancy, or hazard and, within 10 days of written request by the Insurers, may pay the increased premium associated with such known change. If the Lender or Mortgagee fails to pay the increased premium, all coverage under this Contract will cease.

C. If this Contract allows for this Contract to be cancelled, and is cancelled at the request of the Insured or its agent, the coverage for the interest of the Lender or Mortgagee will terminate 10 days after the Insurers send to the Lender or Mortgagee written notice of cancellation, unless:

- 1) sooner terminated by authorization, consent, approval, acceptance, or ratification of the Insured's action by the Lender or Mortgagee, or its agent.
- 2) this Contract is replaced by the Insured, with a Contract providing coverage for the interest of the Lender or Mortgagee, in which event coverage under this Contract with respect to such interest will terminate as of the effective date of the replacement contract, notwithstanding any other provision of this Contract.

D. The Insurers may cancel this Contract if the debtor, mortgagor, or owner has failed to pay any premium due under this Contract, the Insurers may cancel this Contract for such non-payment, but will give the Lender or Mortgagee written notice 10 days prior to the effective date of cancellation. If



the Lender or Mortgagee fails to pay the premium due by the specified cancellation date, all coverage under this Contract will cease.

E. The Insurers have the right to invoke this Contract's Suspension clause. The suspension of insurance will apply to the interest of the Lender or Mortgagee in any machine, vessel, or part of any machine or vessel, subject to the suspension. The Insurers will provide the Lender or Mortgagee at the last known address a copy of the suspension notice.

F. If the Insurers pay the Lender or Mortgagee for any loss, and denies payment to the debtor, mortgagor or owner, the Insurers will, to the extent of the payment made to the Lender or Mortgagee be subrogated to the rights of the Lender or Mortgagee under all securities held as collateral to the debt or mortgage. No subrogation will impair the right of the Lender or Mortgagee to sue or recover the full amount of its claim. At its option, the Insurers may pay to the Lender or Mortgagee the whole principal due on the debt or mortgage plus any accrued interest. In this event, all rights and securities will be assigned and transferred from the Lender or Mortgagee to the Insurers, and the remaining debt or mortgage will be paid to the Insurers.

G. If the Insured fails to render proof of loss, the Lender or Mortgagee, upon notice of the Insured's failure to do so, will render proof of loss within 60 days of notice and will be subject to the provisions of this Contract relating, Settlement Of Claims, and Service Of Suit.

H. Other provisions relating to the interests and obligations of the Lender or Mortgagee may be added to this Contract by agreement in writing.

## 12. LIBERALIZATION

If during the period that insurance is in force hereunder, any filed rules or regulations affecting the same are revised by statute so as to broaden the insurance without additional premium charge, such extended or broadened insurance will inure to the benefit of the Insured within such jurisdiction, effective the date of the change specified in such statute.

## 13. MISREPRESENTATION OR NON-DISCLOSURE

If the Insured has concealed or misrepresented any material fact or circumstance relating to this Contract, this Contract shall become void. If the Insured is unsure what constitutes material fact(s) or circumstance(s), they should consult their broker or agent.

## 14. NON-ADMITTED INCREASED TAX LIABILITY

Coverage under this provision is limited to Insured Locations outside of Insured's domiciled country, as indicated as per the Insured Address within the Risk Details.

This Contract covers the Non-Admitted Increased Tax Liability as described herein of the Insured for a loss covered under this Contract.

1) If a loss recovery under this Contract cannot be paid

in the country of its Occurrence because of local law or otherwise, such loss is to be paid in the currency of this Contract in a country designated by the Insured where such payment is legally permissible. In the event of such a payment, the Insurers will pay in addition to the loss, the net amount required to offset local taxes on income with due consideration to any tax relief/credit that accrues because of such payment. The amount of such additional payment is to be calculated as follows:

Additional Payment =  $[a(1+c) / (1-b)] - a$  Where:

a = Loss otherwise payable under this Contract except for operation of this coverage, after due consideration for any applicable deductible(s).

b = The net effective rate of the sum of: any taxation (a positive number) plus any tax relief/credit (a negative number) that accrues in the country where loss payments are received.

c = The net effective rate of the sum of: any taxation (a positive number) plus any tax relief/credit (a negative number) that accrues in the country where the loss occurred.

2) The formula herein will not apply if the calculation of additional payment results in an amount less than zero. The rates referred to herein will be the respective corporate income tax rates in effect on the date of the loss.

3) The Insured will cooperate with the Insurers in making every reasonable effort to pay the loss or portion thereof locally in the country in which the loss occurred.

4) Any payment under this coverage will be made only after completion and acceptance by the Insurer of audited tax returns for the period in question for both the country where a payment hereunder is made and the country where the loss occurred. The actual payment under this coverage will be adjusted and reduced by all appropriate tax credits and/or tax relief entitled and/or received by the Insured and/or the local entity where the loss occurred provided that an income tax liability is incurred.

## 15. POLICY CANCELLATION

The Insurer may cancel this policy on grounds of misrepresentation, fraud, non disclosure of material facts, non cooperation by the insured or anyone acting on his behalf. The policy will be cancelled upon 15 days notice and by sending an ENDORSEMENT in this regard at insured's address shown in the SCHEDULE without refund of any premium.

This policy is non cancellable by any parties on any other grounds, other than stated above.

## 16. OTHER INSURANCE

(a) This Contract shall be primary and not excess to any other insurance available to the Insured covering any loss insured hereunder.

(b) Notwithstanding the above paragraph (a), cover shall be Difference in Conditions / Difference in Limits in respect of the terrorism pools and/or government schemes of the countries shown in the Risk Details.

Subject to all other terms and conditions of this Contract, coverage under this Contract is to apply only when the perils and/or limits and/or definitions and/or conditions set forth in this Contract are broader or greater in meaning or scope than those of the terrorism pools and/or government schemes of the countries shown in the Risk Details. Coverage under this Contract shall apply as primary insurance when a peril and/or limit and/or definition and/or condition covered herein is not insured under the terrorism pools and/or government schemes of the countries shown in the Risk Details. Any coverage provided by the terrorism pools and/or government schemes that is not provided in this Contract does not extend to this Contract

Notwithstanding any of the terms of this Contract that might be construed otherwise, the insurance provided by this Contract shall always be excess over the maximum monetary limits recoverable from the terrorism pools and/or government schemes of the countries shown in the Risk Details (reduced only by reduction of any underlying aggregate limits applicable to the terrorism pools and/or government schemes of the countries shown in the Risk Details) regardless of the uncollectibility (in whole or in part) of any amounts from the terrorism pools and/or government schemes of the countries shown in the Risk Details for any reason, including, but not limited to, the financial impairment or insolvency of the Pools. The risk of uncollectibility (in whole or in part), whether because of financial impairment or insolvency of the terrorism pools and/or government schemes of the countries shown in the Risk Details or for any other reason, is expressly retained by the Insured and is not in any way or under any circumstances insured or assumed by Insurers.

The Insured must notify the Insurers as soon as reasonably possible, but in no event later than 30 days, of any terrorism pools and/or government schemes of the countries shown in the Risk Details protection being withdrawn or terminated during the period of this Contract. The Insurers may then vary the terms and conditions of this Contract.

#### **17. DIFFERENCE IN CONDITIONS**

This Contract is designated the Master Global Insuring Policy for Insured Locations under this Contract and which are insured under the Insureds locally written admitted policy(ies) . As respects such Insured Locations, this Contract covers:

- 1) the difference in definitions, perils, conditions or coverages between any such local policy and this Contract.
- 2) the difference between the limit(s) of liability stated in any such local policy and this Contract provided that:
  - a) the coverage is provided under this Contract;
  - b) the limit(s) of liability has been exhausted under the local policy, and
  - c) the deductible(s) applicable to such claim for loss or damage in the local policy has been applied.

Any coverage provided by the local policy that is not provided in this Policy does not extend to this Contract.

#### **18. PREMIUM PAYMENT**

The Insured undertakes that premium will be paid in full to Insurers prior to policy inception date.

#### **19. PROTECTION MAINTENANCE**

It is agreed that any protection provided for the safety of the insured property and advised to Insurers at the inception of the Contract shall be maintained in good order throughout the Contract Period and shall be in use at all relevant times, and that such protection shall not be withdrawn or varied to the detriment of the interests of the Insurers without their consent.

#### **20. RIGHTS OF THIRD PARTIES**

This Contract is effected solely between the Insured and Insurers.

This Contract shall not confer any benefits on any third parties, including shareholders, and no such third party may enforce any term of this Contract.

This clause shall not affect the rights of the Insured.

#### **21. SANCTION LIMITATION AND EXCLUSION**

No Insurer shall be deemed to provide cover and no Insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

#### **22. SALVAGE AND RECOVERIES**

All salvages, recoveries and payments recovered or received subsequent to a loss settlement under this Contract shall be applied as if recovered or received prior to the said settlement and all necessary adjustments shall be made by the parties hereto.

#### **23. SITUATION**

This Contract insures property within the Territorial Limits in the Risk Details and elsewhere within this Contract.

#### **24. SUM INSURED**

1. The Insurers hereon shall not be liable for more than the Sum Insured stated in the Risk Details in a single Occurrence regardless of the number of Locations or coverages involved. However, when a sub-limit of liability for a Location or other specified property or coverage is shown, such sub-limit will be the maximum amount payable for any loss or damage arising from physical loss or damage at such Location or involving such other specified property or such coverage.

2. The sub-limits of liability specified in the Risk Details

apply in the aggregate on a per Occurrence basis, unless otherwise specified, for all Locations and coverages combined.

3. The Insurers' maximum liability (or sub-limit of liability) in a single Occurrence regardless of the number of Locations or coverages involved will not exceed the Contract limit of liability as specified in the Risk Details. When a limit of liability for a Location or other specified property or coverage is shown, such limit will be the maximum amount payable for any loss or damage arising from physical loss or damage at such Location or involving such other specified property or coverage.

4. If cover is available under more than one insuring clause, extension or write-back of this Contract for the same loss, damage, cost or expense, the liability of the Insurers in respect of that loss, damage, cost or expense will not exceed the single highest applicable limit or sub-limit.

5. With regards to Multiple Insureds

(a) The total liability of the Insurers in the aggregate for any loss or losses sustained by any or all of the Insureds during the Contract Period shall not exceed the amount for which the Insurers would be liable had such loss or losses been sustained by any one of the Insureds alone.

(b) For the avoidance of doubt, the Sum Insured set out in the Risk Details applies to the aggregate of all claims by all Insureds hereunder, and Insurers shall have no liability in excess of these limits whether insured losses are sustained during the Contract Period by all of the Insureds or any one or more of them.

6. Where the Sum Insured is to apply on an aggregate (or known as "in all for the Period") as shown within the Risk Details, the Insurers total liability for all losses during the Period set forth in the Risk Details, is limited to that aggregate limit of indemnity set forth in the Sum Insured. The aggregate limit of indemnity shall be reduced by the amount of any payment made under this Contract. Upon exhaustion of the aggregate limit of indemnity the Insurers shall have no further liability to indemnify the Insured under any insuring clause of this Contract for any loss or losses. Provided always (irrespective of the total amounts of loss or losses or series of losses and subject always to the Contract limits:

(a) that, should more than one insuring clause apply, the total liability of the Insurers shall not exceed the limit of indemnity under one of the applicable insuring clauses stated in the Schedule and in no event shall each limit of indemnity under separate insuring clauses be aggregated.

(b) The aggregate limit of indemnity shall not be reinstated in whole or in part by any recovery effected subsequent to any payment under this Contract.

(c) Regardless of the number of years this Contract has been in force or may continue to be in force and of the premiums paid or payable in respect thereof the liability of the Insurers shall not be cumulative in amount from year to year or from period to period and in no case shall exceed the limits stated in the Schedule.

## 25. TITLES

The titles in this Contract are only for reference. The titles do not in any way affect the provisions of this Contract.

## 26. CONDONATION OF DELAY

The Company may condone delay in claim intimation/document submission on merit, where it is proved that delay in reporting of claim or submission of claim documents, is due to reasons beyond the control of the Insured.

Notwithstanding the above, delay in claim intimation or submission of claim documents due to reasons beyond the control of the Insured shall not be condoned where such claims would have otherwise been rejected even if reported in time.

## SUPPLEMENTARY CLAUSES & CONDITIONS APPLICABLE TO PROPERTY DAMAGE- (Optional Covers unless opted)

### DEBRIS REMOVAL

This Policy includes, within the Sum Insured, expenses incurred in the removal from the insured location of debris of insured property directly destroyed or damaged by an Insured Event.

The cost of removal of debris shall not be considered in determination of the valuation of the property insured.

### LOSS CONTROL

Notwithstanding any provision to the contrary within this Policy, it is understood and agreed that this Policy includes cover against physical loss or physical damage to insured property directly caused by the actions of the government of the state (or its Military Authority) where the insured property is located, in suppressing, controlling or minimizing the consequences of an Insured Event, as insured by this Policy. Underwriters will only provide this cover if such damage is directly caused by the actions of the government of the state (or its Military Authority) where the insured property is located and such damage takes place during the Occurrence of an Insured Event. If the Insured is eligible for compensation or indemnity under any government compensation plan or other similar scheme in respect of the damage described above, this Policy shall be excess of any payment due from such plan or scheme. "Military Authority" shall mean a military or security authority operating on behalf of a state recognised by the United Nations.

### PUBLIC AUTHORITIES/INCREASED COST OF CONSTRUCTION

This Policy includes, within the Sum Insured, the increased construction cost of damaged or destroyed property (including the additional loss sustained in demolishing any undamaged portion of the buildings, or structures) that may be incurred solely by reason of the necessity to comply with any law or ordinance which regulates the use of, and/or the building materials permitted to be used at, the site where the insured damage occurred. PROVIDED always that such laws or

ordinances shall predate the occurrence of the loss or damage and

(a) the work of reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Underwriters not being thereby increased) must be carried out within 36 (thirty six) months of the date of damage or within such further period as the Underwriters may allow, otherwise no payment beyond the amount which would have been payable under the Policy if this clause had not been incorporated herein shall be made.

b) where any property is damaged or destroyed in part only the liability of the Underwriters shall not exceed the sum representing the cost, which the Underwriters could have been called upon to pay for reinstatement if such property had been wholly destroyed.

#### **DEMOLITION AND INCREASED COST OF CONSTRUCTION**

1. This Contract covers the reasonable and necessary costs incurred, described in Item 3 below, to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of buildings or structures at an Insured Location, provided:

a. Such law or ordinance is in force on the date of physical loss or damage insured under this Contract; and

b. Its enforcement is a direct result of such physical loss or damage insured under this Contract; and

c. Provided such property is repaired or replaced within two years from date of loss.

2. This Additional Coverage does not cover any loss due to any law or ordinance with which the Insured should have complied before the loss.

3. This Additional Coverage, as respects the property insured in Item 1 above, covers:

a. The cost to repair or rebuild the physically damaged portion of such property with materials and in a manner to satisfy such law or ordinance; and

b. The cost:

(i) to demolish the physically undamaged portion of such property insured; and

(ii) to rebuild it with materials and in a manner to satisfy such law or ordinance; to the extent that such costs result when the total demolition of the physically damaged insured property is required to satisfy such law or ordinance.

4. This Additional Coverage excludes any costs incurred as a direct or indirect result of enforcement of any laws or ordinances regulating any form of contamination including but not limited to the presence of pollution or hazardous material.

5. The Insurers maximum liability for this Additional Coverage is included within the Sum Insured and Insurers liability will not exceed the actual cost incurred in demolishing the physically

undamaged portion of the property insured in Item 1 above plus the lesser of:

a. The reasonable and necessary cost incurred, excluding the cost of land, in rebuilding on another site; or

b. The cost of rebuilding on the same site.

#### **CLAIMS PREPARATION COSTS**

This Contract extends to include costs and expenses necessarily incurred by the Principal in the preparation of claims for submission to the Insurers including (but not limited to) clerical labour costs and consultants' fees, but excluding fees of loss adjusters and legal advisers appointed by the Insured.

The indemnity provided by this Memorandum shall not exceed the Sub Limits stated in the Risk Details for this item.

#### **LOSS MINIMISATION CLAUSE**

The indemnity under this Contract of Insurance extends to include expenditure incurred by or on behalf of the Insured as a result of emergency action taken to prevent or minimise physical loss or damage to the Property Insured or Injury to third parties or their property provided that where such expenditure is not approved in advance by Insurers the liability of Insurers under this Memorandum shall not exceed the amount of saving of the Insurers achieved

#### **MARGIN CLAUSE**

It is understood and agreed that this insurance is automatically extended to accept up to a 10% fluctuation in the insurable values declared to Underwriters at inception of this insurance. The fluctuations are to be declared to Underwriters on a quarterly basis and reduced premiums or additional premiums will be applied accordingly. Any increase or decrease in values exceeding 10% of the values declared to Underwriters at inception will attract additional or returned premiums to be agreed by Insurers.

#### **CESSATION OF WORK CLAUSE**

Notwithstanding anything contained herein to the contrary, it is hereby agreed and declared that should the work insured or any part thereof be entirely stopped by any cause whatsoever and the Insured give notice thereof, the cover under the Policy shall continue without interruption, provided that the Insured shall take reasonable precautions to protect the Work from physical loss or damage during the period of cessation. The period covered by this Policy shall be prolonged without additional premium for a similar period, up to a maximum period as mentioned in schedule, with any further extension of this period to be agreed by the Insurer/s

#### **LOSS OF DRAWINGS**

The Insurers shall indemnify the Insured for extra costs and expenses incurred by the Insured in rewriting or reproducing plans, drawings, computer records, or other contract

documents or valuable papers, (but not for the cost of the information contained therein) arising out of physical loss or damage by an insured peril, and occurring at the Situation. The indemnity provided by this Memorandum shall not exceed the Sub Limit stated in the Risk Details for this item.

### **EXPEDITING EXPENSES/AIRFREIGHT**

In the event of physical loss or damage to the Property Insured, or any part thereof indemnifiable hereunder the cost of any repair, replacement or rectification shall include the additional costs of overtime, weekend and shift working, bonus payments, plant hire charges, express delivery (including air freight), customs dues and the like, incurred in expediting such repair, replacement or rectification, but excluding any such costs incurred solely to expedite the completion of any construction, erection or installation of property, not physically lost or damaged.

The indemnity provided by this Memorandum shall not exceed the Sub Limit stated in the Risk Details for this item.

### **FIRE FIGHTING EXPENSES**

The Insurers agree to pay for fire fighting expenses, necessarily and reasonably incurred by the Insured, to minimize the extent of any physical loss or damage to the Property Insured indemnifiable hereunder, including the cost of materials expended, costs incurred in refilling fire extinguishing appliances and replacing used sprinkler heads, wages of personnel specifically engaged for such tasks, and all fire fighting costs claimed against the Insured by a public authority or public fire brigade.

The indemnity provided by this Memorandum shall not exceed the Sub Limit stated in the Risk Details for this item.

### **INLAND TRANSITS, OFFSITE STORAGE AND TEMPORARY REMOVAL**

"Except to the extent such property is insured by an ocean marine cargo insurance, this Insurance extends to include physical loss or damage to the Property Insured:

- i) in the course of inland transit to and from the Situation as stated in the Risk Details, including loading and unloading within the Situation as stated in the Risk Details,
- ii) in offsite storage within the Situation as stated in the Risk Details
- iii) whilst temporarily removed from the Situation as stated in the Risk Details, and thereafter in the course of transit to the Situation as stated in the Risk Details.

The indemnity provided by this Memorandum shall not exceed the Sub Limits stated in the Risk Details for this item."

### **EXISTING PROPERTY**

The Insurers shall indemnify the Insured for physical loss or damage to:

i) Principal's existing property

ii) Any other property deemed to be in the care, custody or control of the Insured (i) or (ii) including property whilst being worked upon: on or adjacent to the Project Site provided that:

a) the physical loss or damage to such property arises as a direct result of the execution of the Project at the Project Site,

b) the Insurers shall not be liable under this Memorandum for:

i) the cost of rectifying physical loss or damage which existed prior to the commencement date of the Project

ii) physical loss or damage which can be reasonably foreseen to be inevitable having regard to the nature of the Project or the manner of its execution,

iii) the Insured's Deductible for this Memorandum as defined in the Risk Details.

The indemnity provided by this Memorandum shall not exceed the Sub-Limit stated in the Risk Details for this Memorandum

### **FUELS AND CONSUMABLES**

The Insurers shall indemnify the insured for physical loss or damage to fuels, lubricants and other consumables which are on the Project Site during the Period of Insurance (excluding the Maintenance Period) for the purpose of testing, commissioning or operation of the Project. The Insured shall include the value of such property in the declaration to be made in accordance with General Condition of this Contract of Insurance.

### **BRANDS AND LABELS**

If branded or labelled property insured by this Contract is physically damaged and Insurers elect to take all or any part of that property, the Insured may at the Insurers' expense:

- 1) stamp "salvage" on the property or its containers; or
- 2) remove or obliterate the brands or labels,

if doing so will not damage the property. In either event, the Insured must relabel such property or its containers to be in compliance with any applicable law.

### **ACCOUNTS RECEIVABLE**

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

1) In the event of loss to accounts receivable records, the Insured will use all reasonable efforts, including legal action, if necessary, to effect collection of outstanding accounts receivable.

2) The Insured agrees to use any suitable property or service:

a) owned or controlled by the Insured; or

b) obtainable from other sources, in reducing the loss under this Additional Coverage.

3) This Contract covers any other necessary and reasonable costs incurred to reduce the loss, to the extent the losses are reduced.

4) If it is possible to reconstruct accounts receivable records so that no shortage is sustained, Insurers will be liable only for the reasonable and necessary cost incurred for material and time required to re-establish or reconstruct such records, and not for any costs covered by any other Contract.

5) ACCOUNTS RECEIVABLE Exclusions: The following exclusions are in addition to the EXCLUSIONS clause of this section:

This Additional Coverage does not insure against shortage resulting from:

a) bookkeeping, accounting or billing errors or omissions; or

b) (i) alteration, falsification, manipulation; or (ii) concealment, destruction or disposal, of accounts receivable records committed to conceal the wrongful giving, taking, obtaining or withholding of money, securities or other property; but only to the extent of such wrongful giving, taking, obtaining or withholding.

6) All amounts recovered by the Insured on outstanding accounts receivable on the date of loss will belong and be paid to Insurers up to the amount of loss paid by Insurers. All recoveries exceeding the amount paid will belong to the Insured.

## CONSEQUENTIAL REDUCTION IN VALUE

This Contract covers the reduction in value of insured merchandise that is a part of pairs, sets, or components, directly resulting from physical loss or damage insured by this Contract to other insured parts of pairs, sets or components of such merchandise. If settlement is based on a constructive total loss, the Insured will surrender the undamaged parts of such merchandise to Insurers.

## DATA, PROGRAMS OR SOFTWARE

This Contract covers insured Physical Loss or Damage to Electronic Data, Programs or Software, while anywhere within this Contract's TERRITORIAL LIMIT, including while in transit.

1) This Additional Coverage also covers the cost of the reasonable and necessary actions taken for the temporary

repair of insured Physical Loss or Damage to Electronic Data, Programs or Software and to expedite the permanent repair or replacement of such damaged property, provided such actions are taken due to actual insured Physical Loss Or Damage To Electronic Data, Programs Or Software.

2) Costs recoverable under this Additional Coverage are excluded from coverage elsewhere in this Contract.

3) This Additional Coverage excludes loss or damage to data, programs or software when they are stock in process, finished goods manufactured by the Insured, raw materials, supplies or other merchandise not manufactured by the Insured.

4) This Additional Coverage does not insure:

a) errors or omissions in processing, or copying; all unless physical damage not excluded by this Contract results, in which event, only that resulting damage is insured.

b) loss or damage to data, programs or software from errors or omissions in programming or machine instructions; all unless physical damage not excluded by this Contract results, in which event, only that resulting damage is insured.

c) deterioration, inherent vice, vermin or wear and tear; all unless physical damage not excluded by this Contract results, in which event, only that resulting damage is insured.

d) Physical Loss or Damage caused by the malicious introduction of machine code or instruction.

5) References and Application. The following term(s) means:

a) Physical Loss Or Damage To Electronic Data, Programs Or Software:

a. b) The destruction, distortion or corruption of electronic data, programs or software.

## DECONTAMINATION COSTS

If insured property is contaminated as a direct result of physical damage by an Insured Event and there is in force at the time of the loss any law or ordinance regulating contamination, including but not limited to the presence of pollution or hazardous material, then this Contract covers, as a direct result of enforcement of such law or ordinance, the increased cost of decontamination and/or removal of such contaminated insured property in a manner to satisfy such law or ordinance. This Additional Coverage applies only to that part of insured property so contaminated as a direct result of insured physical damage.

The Insurers are not liable for the costs required for removing contaminated uninsured property nor the contaminant therein or thereon, whether or not the contamination results from an Insured Event.

## FINE ARTS

This Contract covers insured physical loss or damage to Fine

Arts articles while anywhere within this Contract's Situation of Property Insured, including while in transit, whilst within a Country with covered Property herein.

1) This Additional Coverage excludes loss or damage if the Fine Arts cannot be replaced with other of like kind and quality, unless it is specifically declared to the Insurers.

2) Fine Arts Exclusion:

In addition to the exclusions in the Exclusions clause of this section, as respects Fine Arts, this Contract does not insure against loss or damage from any repairing, restoration or retouching process.

3) The term Fine Arts wherever used in this Contract means paintings; etchings; pictures; tapestries; rare or art glass; art glass windows; valuable rugs; statuary; sculptures; antique furniture; antique jewellery; bric-a-brac; porcelains; and similar property of rarity, historical value, or artistic merit excluding automobiles, coins, stamps, furs, jewellery, precious stones, precious metals, watercraft, aircraft, money, securities.

#### **LAWNS, PLANTS, TREES AND SHRUBS/LANDSCAPING CLAUSE**

Where Landscaped gardens, have not been declared as part of the Property values held on file of the insurers, this Contract will cover lawns, Plants, Shrubs or Outdoor trees at an Insured Location damaged or destroyed by an Insured Event, including the expense incurred in replacing with the same. Removing of the debris shall be included within the Debris Removal clause herein.

At the most, Insurers will pay the Limit as stated within the Sub-limit section.

#### **SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION CLEAN-UP**

LIMITED SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION RESULTING FROM LOSS, DAMAGE OR DESTRUCTION, AS INSURED BY THIS CONTRACT, CAUSED BY AN INSURED EVENT, AS DEFINED BY THE CONTRACT.

Notwithstanding Losses Excluded 1.5 and 1.6 herein, this Contract is amended as set forth below. All other terms and conditions of this Contract remain unchanged and continue to apply with full force and effect. Nothing contained in this Extension shall override any radioactive contamination exclusion, or except as set forth herein, the Seepage and/or Pollution and/or Contamination Exclusion Clause contained in this Contract. The inclusion of this Extension shall in no event increase the limit of liability of Insurers under this Contract. If,

A. an Insured Event is the sole, immediate and direct cause of physical loss, damage or destruction, as insured by this Contract, to property insured by this Contract against such Insured Event (hereinafter in this Extension referred to as "Original Damage") and

B. the Original Damage is the sole, immediate and direct cause

of seepage onto, and/or pollution and/or contamination of property (derived from pollutants and/or contaminants owned by, or in the care, custody or control of the Insured including seepage and/or pollution and/or contamination involving chemical and/or biological and/or mineral agents) which is:

- (i) located at the same premises as the Original Damage; and
- (ii) insured by this Contract and

C. said property is damaged thereby (hereinafter in this Extension referred to as "Resulting Damage"); then this Contract, subject to the following additional terms and limitations, also insures:

1. the Resulting Damage; and

2. the reasonable and necessary expense incurred by the Insured for debris removal and/or clean-up which is (hereinafter in this Extension referred to as "Resulting Loss");

- (i) limited to the same premises as the Original Damage; and
- (ii) made necessary solely by the Resulting Damage; but which shall in no event include any expense of clean-up or removal of water, soil or air, except for:

(i) the reasonable and necessary cost for the cleanup, removal and disposal of contaminants or pollutants from uninsured property consisting of land or water at an Insured Location if the release, discharge or dispersal of contaminants or pollutants is a direct result of physical loss, damage or destruction, as insured by this Contract, to insured property.

(ii) the costs incurred following an Insured Event by reason of legal provisions or upon the order of public authorities for the purpose of restoring the land at an Insured Location to a condition as before the occurrence of the Insured Event.

PROVIDED ALWAYS THAT this Contract only insures the Resulting Loss where:

(a) Insurers have agreed to pay for the Original Damage or, but for the operation of an excess or underlying amount, would have agreed to pay for the Original Damage; and

(b) within one year of the commencement of the Insured Event which caused the Original Damage, the Insured became aware and advised Insurers of the amount of:

(i) the Resulting Loss; and

(ii) any other interest to be claimed under this Contract as a result of the Resulting Damage, whether loss, damage or destruction, as insured by this Contract, business interruption, extra expense or otherwise.

#### **Temporary removal of property**

1) When insured property is removed from an Insured Location for the purpose of being repaired or serviced or in order to avoid threatened physical loss or damage of the type insured by this Contract, this Contract covers such property:

a) while at the location to which such property has been moved; and

b) for physical loss or damage as provided at the Insured Location from which such property was removed.

2) This Additional Coverage does not apply to property:

a) insured, in whole or in part, elsewhere in this Contract.

b) insured, in whole or in part, by any other insurance Contract.

c) removed for normal storage, processing or preparation for sale or delivery.

d) Outside of a Country named within the Territorial Limits for an Insured location.

It is hereby agreed to cover Costs and expenses necessarily and reasonably incurred for the temporary protection and safety of Property Insured pending repair or replacement consequent upon damage insured hereunder up to a limit mentioned in the schedule

### Valuable Papers And Records

This Contract covers insured physical loss or damage to Valuable Papers and Records while anywhere within this Contract's Territorial Limits, including while in transit.

1) This Additional Coverage excludes loss or damage to:

a) property described below, if such property cannot be replaced with other of like kind and quality, unless specifically declared to Insurers.

b) currency, money or securities.

c) property held as samples or for sale or for delivery after sale.

2) References and Application. The following term(s) wherever used in this Contract means:

Valuable Papers and Records:

Written, printed or otherwise inscribed documents and records, including books, maps, films, drawings, abstracts, deeds, mortgages and manuscripts, all of which must be of value to the Insured.

### THIRD PARTY VEHICLES CLAUSE

This Contract is extended to cover third parties vehicles and/ or client's vehicles and/or guests vehicles in the parking lot or under the insured's custody, control or responsibility within the Insured locations premises.

The liability of Insurers under this clause shall in no case exceed the limit of liability stated in the Risk Details to this Contract.

## SUPPLEMENTARY CLAUSES & CONDITIONS APPLICABLE TO BUSINESS INTERUPTION COVERAGES -( Optional Covers unless opted)

### 1. CONTINGENT TIME ELEMENT

This Contract covers the actual loss sustained by the Insured, as insured by this Contract, during the Indemnity Period resulting from or caused by loss or damage by an Insured Event to property of the type insured by this Contract that directly or indirectly prevents a supplier (including suppliers of any tier) of goods and/or services to the Insured from rendering their goods and/or services, or property that prevents customers (including customers of any tier) of goods and/or services from the Insured from accepting the Insured's goods and/or services.

### 2. INTERDEPENDENCY CLAUSE

Time Element coverage is extended to include loss resulting to an Insured Location from interruption of or interference with the business of any company forming part of the Insured's group of companies insured herein as a result of direct physical loss or physical damage by an Insured Event at the premises of any other group company.

### 3. INGRESS/EGRESS

This Contract is extended to cover the actual loss sustained by the Insured as insured by this Contract during the period of time, not to exceed the Sub-limit indicated within the Risk Details, including the number of days, when, as a result of an Insured Event within three (3) miles from the Insured Location, ingress to, egress from, or access to real or personal property is prevented or impaired.

### 4. DENIAL OF ACCESS BY ORDER OF CIVIL OR MILITARY AUTHORITY

a) Loss resulting from necessary Interruption of the insured's business in consequence of damage caused by an act of terrorism or sabotage to property within a one (1) mile radius of the boundary of the insured location where such damage prevents access to or egress from such property insured whether the property insured shall be damaged or not.

b) Loss resulting from necessary interruption of the insured's business in consequence of closure, requisition or sealing off of an insured location or any right of way to such location by order or action of civil or military authority as a result of damage caused by an act of terrorism or sabotage to property within a one (1) kilometer radius of the boundary of the insured location.

Subject to the excess, the insurers' maximum liability shall not exceed the sub-limit of liability stated in the 'Schedule'.

Utilities

Loss resulting from necessary interruption of the insured's business caused by damage by an act of terrorism or sabotage, to installations and/or equipment, pipes, lines, wires and the like used for the supply of gas, electricity, water,



effluent, telecommunications or internet provision services which results in failure of supply or services at the terminal ends of the service feeders or receivers or meters at the premises. Loss arising from transmission distribution or feeder lines however, will be limited to such lines located within one (1) kilometer and five (5) kilometer of the insured's premises. See table of perils and limits.

Subject to the excess, the insurers' maximum liability shall not exceed the sub-limit of liability stated in the 'Schedule'

#### Threat of a Malicious Act

Threat Loss solely and directly caused by one of the following events following a Threat of a Malicious Act occurring during the Policy Period:

#### Evacuation

(i) Evacuation of a Scheduled Location by order of a Relevant Authority as a direct result of a Threat of a Malicious Act; or  
(ii) evacuation of a Scheduled Location triggered by the Insured in response to a Threat of a Malicious Act, but only where such has been reported and confirmed in writing to a Relevant Authority within twenty four (24) hours of the threat having first been made and where the Relevant Authority has confirmed that the threat is credible within 7 days of receiving the threat notification. .

#### Emergency Lockdown

(i) Emergency lockdown of a Scheduled Location by order of a Relevant Authority as a direct result of a Threat of a Malicious Act; or  
(ii) emergency lockdown of a Scheduled Location triggered by the Insured in response to a Threat of a Malicious Act, but only where such has been reported and confirmed in writing to a Relevant Authority within twenty four (24) hours of the threat having first been made and where the Relevant Authority has confirmed that the threat is credible within seven (7) days of receiving the threat notification.

#### Denial of Access

to a Scheduled Location by order of a Relevant Authority as a direct result of a Threat of a Malicious Act.

Threat of a Malicious Act or Threat means: specific threat to:  
(iii) inflict bodily injury; or

(iv) threaten to damage, destroy, or contaminate any property; which is received by the Insured or which affects the Insured due to a Scheduled Location being deemed at risk by a Relevant Authority; or

specific threat which is made during the Policy Period against any director, partner or officer of the Insured to inflict bodily injury or threaten to damage, destroy, or contaminate any personal property of such person.

Denial of Access means a determination by the Relevant

Authority that, in consequence of a Threat of a Malicious Act during the Policy Period, the Insured's operations conducted at the Premises must be temporarily or permanently ceased in whole or in part.

Threat Loss means the reduction in Turnover – meaning the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period falls short of the Standard Turnover as the sole and direct result of the Threat of a Malicious Act, less any savings resulting from the reduced costs and expenses the Insured pays out of turnover during the Indemnity Period, taking into account seasonality and the trend of the business.

Indemnity Period means in the case of a Threat of a Malicious Act, 14 days from the expiration of the Waiting Period stated in the Schedule. If the Evacuation, Emergency

Lockdown or Denial of Access exceeds the Waiting Period, the Insurer will waive the Waiting Period.

Occurrence means any one loss and/or series of losses arising out of and directly occasioned by one Incident or series of Incidents for the same purpose or cause. The duration and extent of any one Occurrence shall be limited to all Damage to Property Insured and/or bodily injury or death during any period of seventy two (72) consecutive hours arising out of the same purpose or cause.

However no such period of seventy two (72) consecutive hours may extend beyond the expiration of this policy unless there is Damage to Property Insured and/or bodily injury or death by one Incident or series of Incidents prior to expiration and within said period of seventy two (72) consecutive hours nor shall any period of seventy two (72) consecutive hours commence prior to the attachment of this policy.

Physical loss or Damage means direct physical loss, physical destruction or physical damage.

Premises means the property at the location specified in the schedule which is owned by or is the responsibility of the Insured and the location of any events organised by the Insured within the Covered Jurisdictions.

Property Insured means all real and personal physical property of every kind and description (except as specifically excluded) belonging to the Insured or for which the Insured is responsible or has assumed responsibility to insure prior to the occurrence of any loss or destruction or damage, as at the inception of this policy.

Relevant Authority means the present national or local authority with jurisdiction over the Premises affected by the Incident, including any civil, law enforcement or military authority.

## 5. LOSS OF ATTRACTION

This Contract covers the actual loss sustained, by the Insured, as insured by this Contract resulting from interruption of

or interference with the Business caused by physical loss or physical damage by an Insured Event, to Attraction Property(ies) located within 1,000 metres of the Insured's Premises, which attracts business to the Insured Location. Attraction Property is limited to:

- Transportation hubs
- Iconic or historic buildings open to the public
- National monuments
- Stadia, sports and entertainment venues
- Shopping malls
- Theme parks
- Religious centres or major places of worship
- Office complexes with buildings of over 10 stories
- Hotels with more than 150 beds

Coverage under this extension;

1) excludes loss resulting from interruption of or interference with the Business that is covered under the separate Denial of Access including civil or military order, Ingress / Egress or Service Interruption extensions included in this Contract.

2) is limited to an Attraction Property within the Territorial limits, as stated within the Risk Details.

The Maximum Indemnity Period under this Extension is 60 days.

## 6. EXTRA EXPENSES EXTENSION

In consideration of the premium paid and subject to the EXCLUSIONS, CONDITIONS AND LIMITATIONS of the Policy to which this Extension is attached, and also to the following ADDITIONAL CONDITIONS AND EXCLUSIONS, this Insurance is extended to cover the necessary Extra Expense incurred by the Insured in order to continue as nearly as practicable the normal conduct of the Insured's business following Direct Physical Loss or Damage as covered by the Policy to which this Extension is attached, to the Property Insured

### DEFINITION OF EXTRA EXPENSE

"Extra Expense" means the excess (if any) of the total cost during the period of restoration chargeable to the conduct of the Insured's business over and above the total cost that would normally have been incurred to conduct the Insured's business during the same period had no loss occurred.

The term "Extra Expense" includes the reasonable extra cost of temporary repair or of expediting the repair or replacement of such damaged property of the Insured, including overtime and the extra cost of express or other rapid means of transportation; and shall also include the cost incurred in obtaining property for temporary use during the period of restoration necessarily required for the conduct of the Insured's business.

The period of restoration shall be limited to the time required, with the exercise of due diligence and dispatch, to repair, rebuild or replace such damaged or destroyed property,

commencing with the date of such damage or destruction and not limited by the expiration date of this Policy. However, the period of restoration shall not exceed eighteen (18) calendar months.

### CONDITIONS

#### 1. Direct Loss or Damage

No claim shall be payable under this Extension unless and until a claim has been paid, or liability admitted, in respect of Direct Physical Loss or Damage to property insured under the Policy to which this Extension is attached and which gave rise to Extra Expense.

This Condition shall not apply if no such payment shall have been made, or liability admitted, solely owing to the operation of a Deductible in said Policy which excludes liability for losses below a specified amount.

#### 2. Resumption of Operations

It is a condition of this Policy that, as soon as practicable, the Insured shall resume normal operation of the business and shall dispense with such Extra Expense.

#### 3. Salvage

At the end of the period of restoration, any salvage value remaining in property obtained for temporary use shall be taken into consideration in the determination of such Extra Expense.

### EXCLUSIONS

This Extension does not insure against :

1. increase in Extra Expense resulting from interference at the insured premises, by strikers or other persons, with rebuilding, repairing or replacing the property or with the resumption or continuation of operation;
2. increase in Extra Expense by the suspension, lapse, or cancellation of any lease, license, contract, or order;
3. increase in Extra Expense caused by the enforcement of any ordinance or law regulating the use, reconstruction, repair or demolition of any property insured hereunder;

Loss of Earnings or any other consequential loss.

### SUPPLEMENTARY CLAUSES & CONDITIONS APPLICABLE TO PROPERTY DAMAGE AND BUSINESS INTERRUPTION COVERAGES -( Optional Covers unless opted)

#### CHANGES IN VALUES AND AUTOMATIC ADDITIONS

Automatic coverage shall apply at no additional premium to any:

(a) increases in insured values at existing insured locations following a revaluation of insured property at such locations and/or due to any construction and/or renovation work at such locations;

(b) additional property and/or interest of the type already

insured by this Policy which may be acquired or otherwise become at the risk of the Insured during the Policy Period; (c) unintentional error in the valuation of the insured property; PROVIDED always that:

(i) the total increase in insured values during the Policy Period in respect of (a), (b) and (c) above does not exceed 15% of the total declared values at inception; and

(ii) additional property and/or interests stated in (b) above does not relate to any property located within the Restricted Areas where shown in the Risk Details or within countries not covered on the schedule of insured properties declared at inception; and (iii) any increase in value and/or unintentional error in valuation of property located within the Restricted Areas where shown in the Risk Details does not exceed 15% of that individual declared location value; and

(iv) any unintentional error in the valuation of the insured property must be reported by the Insured to Underwriters when discovered and corrected; and

(v) any increase in value provided by this clause shall not be in addition to the Incorrect Declaration Penalty clause.

## EXPERTS FEES

This Policy includes, within the Sum Insured, the necessary and reasonable fees of architects, surveyors, consulting engineers and other professional experts which are incurred in reinstating or repairing the insured property following damage insured under this Policy.

## COINSURANCE DEFICIENCY AND CURRENCY DEVALUATION

Coverage under this provision is limited to Insured Locations outside of the Insured's domiciled country, as determined by the Mailing address stated within the Risk Details.

This Contract covers the deficiency in the amount of loss payable under the Insured's locally written admitted policy(ies), if any, solely as the result of:

- 1) the application of a coinsurance (or average) clause; or
- 2) official government devaluation of the currency in which the local policy is written,

for physical loss or damage by an Insured Event of the type insured under such local policy(ies) to property of the type insured under this Policy and not otherwise excluded by this Contract.

The Insured agrees to adjust the Contract values as a result of such devaluation within 30 days after the date of the currency's devaluation.

There is no liability under the terms of this coverage if the Insured is unable to recover any loss under such local policy(ies), if such inability is the result of intentional under-insurance by the Insured.

## OFF PREMISES STORAGE FOR PROPERTY UNDER CONSTRUCTION

This Contract covers insured physical loss or damage to property of the type insured that is under contract to be used in a construction project at an Insured Location.

Coverage attaches at the time such property is delivered to the Insured or their contractor (with respect to the property under construction) by the manufacturer or supplier and such property is located at a storage site within this Contract's TERRITORIAL LIMITS but away from the Insured Location. This coverage includes necessary expendable materials and supplies to be utilized in the construction project but does not include any property owned or rented by the contractor.

## SERVICE INTERRUPTION

The Insurers will be liable for loss or damage, as described below, when the specified services are for a period in excess of as stated in the Risk Details:

A. The physical loss or damage to property insured by this Contract; and

B. The actual loss sustained by the Insured during the Period of Service Interruption, Should this Contract cover Time Element coverage;

At an Insured location directly resulting from the lack of incoming electricity, fuel, water, gas, steam, telecommunications (excluding satellites) or refrigerant service or from lack of sewerage service by reason of accidental occurrence to the facilities of the utility suppliers which immediately prevents in whole or in part the delivery of the specified service to an Insured Location.

The Insured will immediately notify the suppliers of services of any interruption of such services.

The Insurers will not be liable if the interruption of services is caused directly by the failure of the Insured to comply with the terms and conditions of any contracts the Insured has for the supply of such specified services.

In determining loss under coverage:

B. The Period of Service Interruption means the period of time:

1. starting with the time when an interruption of specified service to an Insured Location occurs; and

2. ending when with due diligence and dispatch the service could be wholly restored and the location receiving the service could or would have resumed normal operations following the restoration of service under the same or equivalent physical and operating conditions as provided by the time element coverage of the Contract.

The period of Service Interruption is limited to only those hours during which the Insured would have or could have

used service(s) if it had been available.

The period of Interruption does not:

A. Include the interruption of operations caused by any reason other than interruption of the specified service.

B. Include the interruption of operations caused by any remediation, change, correction, repair or assessment of any date or time recognition problem, including the Year 2000, in any electronic data processing equipment or media. However, the Period of Interruption does include the interruption of operations caused by the repair of accidental physical loss or damage not excluded by this Contract to the facilities of the utility supplier.

“Electronic data processing equipment or media” as used herein means any computer, computer system or component, hardware, network, microprocessor, microchip, integrated circuit or similar devices or components in the computer or non computer equipment, operating systems, data, programs or other software stored on electronic, electro-mechanical, electro-magnetic data processing or production equipment, whether the property of the insured or not.

## TRANSIT

1) This Contract covers the following Personal Property, except as excluded by this Contract, while in transit within the Situation of the Property Insured of this Contract, or whilst within a country which has Property Insured herein of this Contract:

- a) Owned by the Insured.
- b) Shipped to customers under free on board, cost and freight or similar terms. The Insured's contingent interest in such shipments is admitted.
- c) Of others in the actual or constructive custody of the Insured to the extent of the Insured's interest or legal liability.
- d) Of others sold by the Insured, which the Insured has agreed prior to the loss to insure during course of delivery.

2) This Additional Coverage excludes:

- a) Samples in the custody of salespeople or selling agents.
- b) Property insured under import or export ocean marine insurance.
- c) Waterborne shipments, unless:
  - (i) By inland water; or
  - (ii) By roll-on/roll-off ferries operating between European ports; or
  - (iii) By coastal shipments.

d) Airborne shipments unless by regularly scheduled passenger airlines or air freight carriers.

e) property of others, including the Insured's legal liability for it, hauled on vehicles owned, leased or operated by the Insured when acting as a common or contract carrier, unless the Insured business activity includes hauling others personal property, as advised and held on file by the insurers.

f) Any transporting vehicle, unless values for the transporting vehicles are on file with the Insurers and agreed to be covered by Insurers as indicated within the Risk Details, Transportation Sublimit Section.

g) Property shipped between continents, except by land or air between Europe and Asia.

3) Coverage Attachment and Duration:

a) This Additional Coverage covers from the time the property leaves the original point of shipment for transit. It then covers continuously in the due course of transit:

- (i) within the continent in which the shipment commences until the property arrives at the destination within such continent; or
- (ii) between Europe and Asia, for land or air shipments only, from when the shipment commences until the property arrives at the destination.

b) However, coverage on export shipments not insured under ocean cargo policies ends when the property is loaded on board overseas vessels or aircraft. Coverage on import shipments not insured under ocean cargo policies begins after discharge from overseas vessels or aircraft.

4) This Additional Coverage:

- a) covers general average and salvage charges on shipments covered while waterborne.
- b) insures physical loss or damage caused by or resulting from:
  - (i) unintentional acceptance of fraudulent bills of lading, shipping or messenger receipts.
  - (ii) improper parties having gained possession of property through fraud or deceit.

5) Additional General Provisions:

- a) This Additional Coverage will not inure directly or indirectly to the benefit of any carrier or bailee.
- b) The Insured has permission, without prejudicing this Contract, to accept:
  - (i) ordinary bills of lading used by carriers;
  - (ii) released bills of lading;
  - (iii) undervalued bills of lading; and
  - (iv) shipping or messenger receipts.
- c) The Insured may waive subrogation against railroads under side track agreements.

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

### **UNSPECIFIED THIRD PARTY LOCATIONS**

Insurers will provide coverage for the Insured's property that is covered herein whilst the covered property is at unspecified third party locations.

A third party location as used herein shall be defined as a location at which the Insured has property of the type insured hereunder which has not been reported to the Insurers, which is not covered within the Temporary Removal of Property clause within Property Damage Section of the Contract.

Upon report to the Insurers of said location, this Contract's Sum Insured Limit shall apply".

### **BRAND REHABILITATION**

Following an Insured Event", should Brand Rehabilitation not be covered elsewhere within the Contract, the Insurers will pay advertising costs and/or cost of public relations consultancy company by the Insurers, necessarily and reasonably incurred by the Insured for up to a maximum of amount of consecutive days stated in the Risk Details, for the sole purpose of avoiding or diminishing a reduction in turnover or resuming or maintaining normal business.

Submitted to the amount as stated within the Risk Details.  
Terrorism Liability

The underwriters will pay on behalf of the insured, up to the limit of liability stated in the schedule, for any damages and claims expenses which the insured shall become legally liable to pay because of any claim or claims for bodily Injury and/or property damage, first made against the insured during the period of insurance and reported to underwriters in writing no later than 90 days after the expiry of this policy, caused by an act of terrorism occurring at the named location(s) shown in the schedule during the period of insurance. This cover is subject to the terms, conditions and exclusions stated in this policy. The underwriters shall have the right, but not the obligation, to take over and conduct in the insured's name the defence of any claim against the insured seeking damages which are payable under the terms of this policy. The underwriters will not pay any costs in defence of a claim which is excluded by this policy. The underwriters reserve the right to appoint lawyers to handle the claim on the insured's behalf.

It is agreed that the limit of liability available to pay damages shall be reduced and may be completely exhausted by payment of claims expenses.

The underwriters shall have the right at their expense to make any investigation they deem necessary, including, without limitation, any investigation with respect to the application for this insurance and statements made in the application and with respect to coverage.

If the insured shall refuse to consent to any settlement or compromise recommended by the underwriters and the insured elects to contest the claim, the underwriters' liability for any damages and claims expenses shall be limited to the amount for which the claim could have been settled plus the claims expenses incurred up to the time of the refusal to settle, or the limit of liability, whichever is less. The underwriters have the right to withdraw from the defence of the claim by tendering control of the defence to the insured.

The underwriters have no obligation to pay any damages or claims expenses, or to defend a claim, after the limit of liability has been exhausted by payment of damages or claims expenses, or after the underwriters deposit the available limit of liability in a court of competent jurisdiction and, upon such payment, the underwriters shall have the right to withdraw from the defence of the ongoing claim by tendering control of the defence to the insured.

## Contact Us

	Within India	Outside India
<b>Claim Intimation:</b>	Customer Service No. 022-62346234 / 0120-62346234 Email: healthclaims@hdfcergo.com	Toll Free No: 800 08250825 Global Toll Free No : +800 08250825 (accessible from locations outside India only) Landline no (Chargeable) : 0120-4507250 Email: travelclaims@hdfcergo.com
<b>Claim document submission at address</b>	HDFC ERGO General Insurance Co. Ltd. Stellar IT Park, Tower-1 5th Floor, C - 25, Noida, Sector 62, 201301, Uttar Pradesh	HDFC ERGO General Insurance Co. Ltd. Stellar IT Park, Tower-1 5th Floor, C - 25, Noida, Sector 62, 201301, Uttar Pradesh

## II. Redressal of Grievance

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

- Website: [www.hdfcergo.com](http://www.hdfcergo.com)
- Customer Service Number: 022 6234 6234 / 0120 6234 6234
- Contact Details for Senior Citizen: 022 6234 6234 / 0120 6234 6234 | Email id: [seniorcitizen@hdfcergo.com](mailto:seniorcitizen@hdfcergo.com)
- E-mail: [care@hdfcergo.com](mailto:care@hdfcergo.com)

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

If Insured person is not satisfied with the redressal of grievance through one of the above methods, Insured Person may contact the grievance officer at [cgo@hdfcergo.com](mailto:cgo@hdfcergo.com)

For updated details of grievance officer, kindly refer the link: <https://www.hdfcergo.com/customer-voice/grievances>

Contact Points	First Contact Point	Escalation level 1	Escalation level 2
<b>Contacts us at</b>	<a href="https://www.hdfcergo.com/customercare/grievances">https://www.hdfcergo.com/customercare/grievances</a> Call: 022 6242 6242 / 0120 6242 6242	<a href="https://www.hdfcergo.com/customercare/grievances/escalation%20level%201">https://www.hdfcergo.com/customercare/grievances/escalation level 1</a> Call: 0022 6242 6242 / 0120 6242 6242	<a href="https://www.hdfcergo.com/customercare/grievances/escalation%20level%202">https://www.hdfcergo.com/customercare/grievances/escalation level 2</a> Call: 022 6242 6242 / 0120 6242 6242
<b>Contact Point for Senior Citizen</b>	<a href="https://www.hdfcergo.com/customercare/grievances">https://www.hdfcergo.com/customercare/grievances</a> Call: 022 6242 6242 / 0120 6242 6242 Email id: <a href="mailto:seniorcitizen@hdfcergo.com">seniorcitizen@hdfcergo.com</a>	<a href="https://www.hdfcergo.com/customercare/grievances/escalation%20level%201">https://www.hdfcergo.com/customercare/grievances/escalation level 1</a> Call: 022 6242 6242 / 0120 6242 6242 Email id: <a href="mailto:seniorcitizen@hdfcergo.com">seniorcitizen@hdfcergo.com</a>	<a href="https://www.hdfcergo.com/customercare/grievances/escalation%20level%202">https://www.hdfcergo.com/customercare/grievances/escalation level 2</a> Call: 022 6242 6242 / 0120 6242 6242 Email id: <a href="mailto:seniorcitizen@hdfcergo.com">seniorcitizen@hdfcergo.com</a>
<b>Write to us at</b>	<a href="mailto:care@hdfcergo.com">care@hdfcergo.com</a>	<a href="mailto:grievance@hdfcergo.com">grievance@hdfcergo.com</a>	<a href="mailto:cgo@hdfcergo.com">cgo@hdfcergo.com</a>
<b>Visit us</b>	Grievance cell of any of our Branch office	The Grievance Cell, HDFC ERGO General Insurance Company Ltd., D-301, 3rd Floor, Eastern Business District (Magnet Mall), LBS Marg, Bhandup (West) Mumbai - 400 078.	Chief Grievance Officer, HDFC ERGO General Insurance Company Ltd., D-301, 3rd Floor, Eastern Business District (Magnet Mall), LBS Marg, Bhandup (West) Mumbai - 400 078.

**NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMAN CENTRES**

OFFICE DETAILS	JURISDICTION OF OFFICE (UNION TERRITORY, DISTRICT)
<p><b>AHMEDABAD - Shri Kuldeep Singh</b> 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@ecoi.co.in</p>	<p>Gujarat, Dadra &amp; Nagar Haveli, Daman and Diu.</p>
<p><b>BENGALURU - Smt. Neerja Shah</b> 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@ecoi.co.in</p>	<p>Karnataka.</p>
<p><b>BHOPAL - Shri Guru Saran Shrivastava</b> Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@ecoi.co.in</p>	<p>Madhya Pradesh Chattisgarh.</p>
<p><b>BHUBANESHWAR - Shri Suresh Chandra Panda</b> Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 / 2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@ecoi.co.in</p>	<p>Orissa.</p>
<p><b>CHANDIGARH - Dr. Dinesh Kumar Verma</b> Office of the Insurance Ombudsman, S.C.O. No. 101, 102 &amp; 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@ecoi.co.in</p>	<p>States of Punjab, Haryana (excluding 4 districts viz Gurugram, Faridabad, Sonapat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu &amp; Kashmir, Ladakh and Chandigarh.</p>
<p><b>CHENNAI - Shri M. Vasantha Krishna</b> Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@ecoi.co.in</p>	<p>State of Tamil Nadu and Union Territories - Puducherry Town and Karaikal (which are part of Union Territory of Puducherry).</p>
<p><b>DELHI - Shri Sudhir Krishna</b> 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@ecoi.co.in</p>	<p>Delhi, 4 Districts of Haryana viz. Gurugram, Faridabad, Sonapat and Bahudurgarh</p>
<p><b>GUWAHATI - Shri Kiriti .B. Saha</b> 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@ecoi.co.in</p>	<p>Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.</p>
<p><b>HYDERABAD - Shri I. Suresh Babu</b> 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 - 67504123 / 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@ecoi.co.in</p>	<p>State of Andhra Pradesh, Telangana and Yanam - a part of Union Territory of Puducherry.</p>
<p><b>JAIPUR - Smt. Sandhya Baliga</b> Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: Bimalokpal.jaipur@ecoi.co.in</p>	<p>Rajasthan.</p>

**NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMAN CENTRES**

OFFICE DETAILS	JURISDICTION OF OFFICE (UNION TERRITORY, DISTRICT)
<p><b>ERNAKULAM - Ms. Poonam Bodra</b> Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyards, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@ecoi.co.in</p>	States of Kerala and Union Territory of (a) Lakshadweep (b) Mahe - a part of Union Territory of Puduchery.
<p><b>KOLKATA - Shri P. K. Rath</b> Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@ecoi.co.in</p>	States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands.
<p><b>LUCKNOW -Shri Justice Anil Kumar Srivastava</b> Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@ecoi.co.in</p>	"Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareilly, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajganj, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar."
<p><b>MUMBAI - Shri Milind A. Kharat</b> Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@ecoi.co.in</p>	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
<p><b>NOIDA - Shri Chandra Shekhar Prasad</b> Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddha Nagar, U.P.-201301. Tel.: 0120-2514250 / 2514252 / 2514253 Email: bimalokpal.noida@ecoi.co.in</p>	"State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur."
<p><b>PATNA - Shri N. K. Singh</b> Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@ecoi.co.in</p>	Bihar, Jharkhand.
<p><b>PUNE - Shri Vinay Sah</b> 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@ecoi.co.in</p>	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.