



## IFFCO - TOKIO GENERAL INSURANCE CO. LTD

Regd. Office: IFFCO SADAN, C1 Distt Centre, Saket, New Delhi- 110017

### Contractors Plant and Machinery - Policy Schedule

Cum Tax Invoice

ORIGINAL FOR RECIPIENT

GST Applicable



Servicing Office:

Office No 4 & 5, 3rd Floor,

Aurangabad Business Center - East,

Plot No D-5/1A, 1B & 1C,

Chikalthana MIDC Aurangabad-431006

State Code: 27, GSTIN: 27AAACI7573H1ZC

General Insurance Services : 997139

Insured's name:	MIRZA IRFAN BAIG OSMAN BAIG			Unique Invoice No.....:	32182968		
Address:	CTS 21/62/1, S. No 32 Near Rahima Masjid Qureshi Compound New Baijipura AURANGABAD (M CORP.) , MAHARASHTRA Pincode: 431001			Policy No.....:	32182968		
State Code/	27	Country Name:	India	GSTIN:	27AHQPB5923L2ZY	Date of Issuance.....:	22/03/2023
Place of Supply:				Policy effective from 0001 hrs 22/03/2023			
Phone Number:		C/N No:		Agent No. A9000194 A9A	To MidNight 21/03/2024		
Aadhar No:				Agent Name: JAINUINE INSURANCE BROKERS PVT LTD.			

	Taxable Value	CGST	SGST	IGST	CESS
Rate		9.00	9.00	0.00	0.00
Amount	10446.90	940.22	940.22	0.00	0.00
Total Tax		₹1880.44		Total Value	₹12327.34

#### Whether GST is Payable on Reverse Charge Basis - No

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

The issuance of this Insurance Policy is subject to satisfactory verification of KYC documentation of the Client / Policyholder as per IRDAI Master Circular dated 1st August 2022 on AML / CFT. In case, if any discrepancy is found in KYC Verification of the Client / Policyholder, it is agreed by the Client / Policyholder to complete / rectify the discrepancy found in the KYC documents / information for the generation of CKYC Number, failing which the policy will be considered ineffective / suspended / cancelled and no claim will be payable under this Insurance Policy.

Hypothecation	HDB FINANCIAL SERVICES LTD
Premises / Work Address	Anywhere in India on Floater Declaration Basis
Nature of Project	Contractor

Contractors Plant and Machinery (UIN : IRDAN106P0010V01200001 )  
Attaching to and forming part of Policy Number 32182968

'Show Signature Properties'-->Click on 'Show signer's Certificate'-->Go to Tab 'Trust'-->Click on 'Add to Trusted Certificates'-->Click on 'OK'-->Click on 'Close'

SI	Specification of Insured Items	Sum Insured
1	Excavator	4850000

<b>Total Sum Insured</b>	4850000
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#### Additional Details / Description of Machinery / Specification of Insured Items

<p>Description of Machinery :</p> <p>Make : Hyundai</p> <p>Model : R210-7 Hydraulic Excavator</p> <p>Machine Serial Number : N601D04734</p> <p>Engine No : 84287066</p> <p>YOM: 2016</p> <p>-</p> <p>Add On Covers :</p> <p>1) EQ and STFI Covered</p> <p>2) Floater Covered</p> <p>3) Escalation 10% of sum insured</p> <p>4) Third Party Liability Covered Upto Rs. 4,85,000/-</p> <p>5) Owners surrounding property Covered Upto Rs. 4,85,000/-</p> <p>6) Clearance and Removal of Debris Covered Upto Rs. 4,85,000/-</p> <p>-</p> <p>Warranties ;</p> <p>Warranted the equipment's should not be used in Wet Works/ Bridges/ Tunnel/ Underground work/ Hilly Areas</p> <p>Warranted that Insured will have to inform in advance to Insurance Company in case of addition of new location</p> <p>Warranted that any exposure on public roads is excluded from the scope of cover under the policy.</p>
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#### Excess

A) For All Machineries under Group I,II,III,IV Including cranes above 10 tonnes capacity excluding Other miscellaneous items (Group V)		
Sum Insured of Equipment	For Claims arising out of AOG Perils	For claims arising out of Perils other than AOG
a) Individual Sum Insured upto Rs. 1 lac	10% of S.I. subject to a minimum of Rs.5,000/-	2% of S.I. subject to a minimum of Rs.1,500/-
b) Individual Sum Insured over Rs. 1 lac & upto Rs.5lacs	5% of S.I. subject to a minimum of Rs.10,000/-	1.5% of S.I. subject to a minimum of Rs.2,000/-
c) Individual Sum Insured over Rs. 5 lac & upto Rs. 10 lacs	3% of S.I. subject to a minimum of Rs.25,000/-	1.25% of S.I. subject to a minimum of Rs.7,500/-
d) Individual Sum Insured over Rs. 10 lac & upto Rs. 25 lacs	2% of S.I. subject to a minimum of Rs.30,000/-	1% of S.I. subject to a minimum of Rs.12,500/-
e) Individual Sum Insured over Rs. 25 lac & upto Rs. 50 lacs	1% of S.I. subject to a minimum of Rs.50,000/-	1% of S.I. subject to a minimum of Rs.50,000/-

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f) Individual Sum Insured over Rs. 50 lacs	1% of S.I. subject to a minimum of Rs.50,000/-	1% of S.I. subject to a minimum of Rs.50,000/-
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Boom section- 20% of Claim amount subject to a minimum of Rs. 25,000/-

Note:- Excess for Boom section of cranes of above 10 tonnes capacity - In case damages occur to the crane body as well as boom arising out of the same incident, the respective excess will be applicable. In case one of the two is damaged, the corresponding excess only will apply.

B) For Machinery under Group V - Miscellaneous items with individual value upto Rs.10,000/- - Rs.2500/- flat excess.

Code	Endorsements/ Clauses / Add Ons
P018	Cyber risk exclusion clause
P019	Sanctions Limitation and Exclusion Clause
P001	Agreed Bank Clause
P007	Floater Clause
P005	Escalation Clause
P008	Owner's Surrounding Property
P009	Third Party Liability
P010	Earthquake (Fire and Shock) Inclusion Clause

The following Endorsement wording is applicable to Cranes of any type -

'It is understood and agreed that the Insurance by this Policy shall include sudden and unforeseen damage to ropes/slings resulting in their actual and complete severance. It shall not include breakage or abrasion of wires or strands of rope/slings although replacement is necessitated thereby.

The following Endorsement wording is applicable to Imported Machineries -

The indemnity provided by this policy does not extend to include cost incurred/time involved in the movement of the machinery and/or any other property and/or personnel out side territorial limits of India other than the cost of delivery of replacements for machinery lost or damaged.

The coverage is as per policy wordings / endorsements / clauses printed herein or attached hereto. Please go through the Contractors Plant and Machinery Insurance Policy and in case of any discrepancy, please inform us. In case of cheque dishonour, policy stands cancelled ab-intio.

Exclusion: Losses or damages caused directly or indirectly due to any infectious or contagious disease, pandemic /epidemics as declared by WHO and / or Government of India will be an exclusion under this policy.

**Toll Free : 1-800-103-5499 ; Other : ( 0124) 428-5499 ; SMS "claim" to 56161**

Corporate Identity Number(CIN): U74899DL2000PLC107621

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### Contractors Plant and Machinery Policy Wordings

WHEREAS the insured named in the Schedule hereto by a proposal and declaration, which shall be the basis of this contract and is deemed to be incorporated herein has applied to the IFFCO TOKIO GENERAL INSURANCE COMPANY LIMITED (hereinafter called the Company ) for the insurance hereinafter contained and has paid the premium as consideration for such Insurance in respect of accident or damage occurring during the period of Insurance stated in the Schedule or during any subsequent period for which the Insured pays and the Company may accept the premium for the renewal of this Policy. NOW THIS POLICY OF INSURANCE WITNESSETH

THAT subject to the terms, exceptions, exclusions, provisions and conditions contained herein or endorsed hereon, the Company will at its own option by payment or reinstatement or repair indemnify the Insured against unforeseen and sudden physical damage by any cause not hereinafter excluded to any Insured Property specified in the attached Schedule(s) whilst at the location mentioned therein necessitating its immediate repair or replacement. This Policy shall apply to the insured items whether they are at work or at rest, or being dismantled for the purpose of cleaning or overhauling, or in the course of the aforesaid operations themselves, or when being shifted within the premises, or during subsequent re-erection, but in any case only after successful commissioning. The liability of the Company for any one item of the insured property shall not exceed in the aggregate in any one Period of Insurance the Sum Insured set against such item in the attached Schedule(s). However the sum insured under such item can be reinstated after occurrence of a claim for balance period.

Exceptions

THE COMPANY SHALL NOT BE LIABLE UNDER THIS POLICY IN RESPECT OF -

- a) The Excess stated in the Schedule to be borne by the Insured in any one occurrence; if more than one item is lost or damaged in one occurrence, the insured shall not, however, be called upon to bear more than the highest single Excess applicable to such items;
  - b) loss or damage due to electrical or mechanical breakdown, failure, breakage or derangement, freezing of coolant or other fluid, defective lubrication or lack of oil or coolant, but if as a consequence of such breakdown or derangement an accident occurs causing external damage, such consequential damage will be indemnifiable.
  - c) loss of or damage to replaceable parts and attachment such as bits, drills, knives or other cutting edges, saw blades, dies, moulds, patterns, pulverizing and crushing surfaces, screens and sieves, ropes, belts, chains, elevator and conveyor bands, batteries, tyres, connecting wires and cables, flexible pipes, joining and packing material regularly replaced;
  - d) loss or damage due to explosion of any boiler or pressure vessel subject to internal steam or fluid pressure or of any internal combustion engine;
  - e) loss of or damage to vehicles designed and licensed for general road use unless these vehicles are exclusively used on construction site;
  - f) loss of or damage to Hull and machinery of waterborne vessels or crafts, however this exclusion shall not apply to Contractors Plant and machinery mounted on water borne vessels or crafts for the purpose of use for the contract work.
  - g) loss or damage due to total or partial immersion in tidal waters;
  - h) Loss or damage whilst in transit, from one location to another location. (Public Liability will not be payable while Contractors Plant & Machineries are on Public Roads).
  - i) loss or damage as a direct consequence of the continual influence of operation (e.g. wear and tear, corrosion, rust, deterioration due to lack of use and normal atmospheric conditions)
  - j) loss or damage occurring whilst any insured item is under-going a test of any kind or is being used in any manner or for any purpose other than that for which it was designed;
  - k) Loss of or damage to plant and/or machinery working underground.
- Note- This does not apply to Machineries used in Tunneling works.
- l) War, Invasion, act of foreign enemy, hostilities or war like operation (whether war be declared or not), Civil War, Rebellion, Revolution, Insurrection, Mutiny, Civil Commotion, Military or usurped power, martial law, conspiracy, confiscation, commandeering a group of malicious person or persons acting on behalf of or in connection with any political organisation, requisition or destruction or damage by order of any government de jure or de facto or by any public, Municipal or Local Authority.
  - m) Loss or damage directly or indirectly caused by, or arising out of, or aggravated by nuclear reaction, nuclear radiation or radioactive contamination.
  - n) Loss or damage due to any faults or defects existing at the time of commencement of this policy within the knowledge of the insured or his

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representatives, whether such faults or defects were known to the Company or not;

o) Loss or damage directly or indirectly caused by, or arising out of or aggravated by the willful act or willful negligence of the insured or his representatives.

p) loss or damage for which the supplier or manufacturer is responsible either by law or under contract;

q) consequential loss or liability of any kind or description;

r) Loss or damage discovered only at the time of taking an inventory or during routine servicing. In any action, suit or other proceeding where the company alleges that by reason of the provisions of exclusions (m) to (q) above any loss, destruction or damage is not covered by this policy, the onus of proving that such loss, destruction or damage is covered shall be upon the insured.

s) Terrorism Damage Exclusion Warranty:

This Policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

This exclusion also includes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the above.

T) Loss or damage directly or indirectly caused by, or arising out of, or aggravated by Earthquake Fire and /or Shock.

#### Provisions

##### 1. Sum insured

It is a requirement of this insurance that the Sum Insured shall be equal to the cost of replacement of the insured property by new property of the same kind and same capacity, which shall mean its replacement cost including freight, dues and customs duties if any and erection costs.

##### 2. Basis of indemnity

a) In cases where damage to an insured item can be repaired the Company will pay expenses necessarily incurred to restore the damaged machine to its condition immediately prior to the accident/loss plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs as well as ordinary freight to and from a repair-shop, customs duties and dues if any, to the extent such expenses have been included in the Sum Insured. If the repairs are executed at a workshop owned by the Insured, the Company will pay the cost of materials and wages incurred for the purpose of the repairs plus a reasonable percentage to cover overhead charges.

No deduction shall be made for depreciation in respect of parts replaced, except those with limited life, but the value of any salvage will be taken into account. If the cost of repairs as detailed hereinabove equals or exceeds the actual value of the machinery insured immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in (b) below.

b) In cases where an insured item is totally destroyed the Company will pay the actual value of the item immediately before the occurrence of the loss, including costs for ordinary freight, erection and customs duties if any, provided such expenses have been included in the sum insured, such actual value to be calculated by deducting proper depreciation from the replacement value of the item. The Company will also pay any normal charges for dismantling of the machinery destroyed but the salvage shall be taken into account.

Any extra charges incurred for overtime, night-work, work on public holiday, express freight, are covered by this insurance only if especially agreed to in writing.

In the event of the Makers' drawing, patterns and core boxes necessary for the execution of a repair, not being available, the Company shall not be liable for the cost of making any such drawings, patterns and core boxes.

The cost of any alteration, improvements or overhauls shall not be recoverable under this Policy.

The cost of any provisional repairs will be borne by the Company if such repairs constitute part of the final repairs, and do not increase the total repair expenses.

If the sum insured is less than the amount required to be insured as per Provision- I herein above, the Company will pay only in such proportion as the sum insured bears to the amount required to be insured. Every item, if more than one, shall be subject to this condition separately.

The Company will make payments only after being satisfied, with the necessary bills and documents, that the repairs have been effected or replacement have taken place, as the case may be. The Company may, however, not insist for bills and documents in case of total loss where the insured is unable to replace the damaged equipment for reasons beyond their control. In such a case claims can be settled on "Indemnity Basis".

### 3. Conditions

a) This Policy and the attached Schedule(s) shall be read together as one contract and any words and expressions to which specific meanings have been attached in any part of this Policy or of the attached Schedule(s) shall bear the same meaning wherever they may appear.

b) If a claim is in any respect fraudulent or if any false declaration is made or used in support thereof or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this Policy, or if a claim is made and rejected and no action or suit is commenced within three months after such rejection or in case of arbitration taking place as provided therein within three months after the arbitrator or arbitrators or umpire have made their award, all benefits under this Policy shall be forfeited.

c) No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company who shall be entitled if they so desire to take over and conduct in the name of the Insured the defense or settlement of any claim for indemnity or damage or otherwise and shall have full discretion in the conduct of any proceeding or in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.

d) The due observance and fulfillment of the terms, provisions and conditions of and endorsement on this policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this policy.

### 4. Miscellaneous

The Insured shall

a) take all practicable steps including in the case of machinery lost or stolen or willfully damaged by giving of immediate notice to the Police to recover any property lost or stolen and in the case of theft or willful damage to discover the guilty person or persons. b) produce or give access to any property alleged to be damaged and the Insured shall be bound to satisfy the Company by such reasonable evidence as the Company may require that the loss destruction or damage in respect of which a claim is made has actually arisen from one of the risks insured.

### 5. Obligations of the Insured

a) The insured shall take all reasonable steps to maintain the insured property in efficient working order and to ensure that no item is habitually or intentionally overloaded. The Insured shall fully observe the manufacture's instructions for operating, inspection and overhaul, as well as government, statutory, municipal and all other binding regulations in force concerning the operation and maintenance of the insured plant and machinery;

b) The Company's officials and/or their representatives shall at all reasonable times have the right to inspect and examine any property insured hereunder and the Insured shall provide the officials of the Company with all details and information necessary for the assessment of the risk.

c) In the event of any;

i. Material change in the original risk,

ii. Alteration, modification or addition to an insured item

iii. Departure from prescribed operating condition, whereby the risk of loss or damage increases.

iv. Change in the Insured's interest (such as discontinuation or liquidation of the business or being placed in receivership) taking place.

The Policy shall be void unless its continuance be agreed by endorsement signed by the Company.

### 6. Duties Following an Accident

In the event of any occurrence which might give rise to a claim under this policy the Insured shall -

a) Immediately notify the Company by telephone or telegram as well as in writing, giving an indication as to the nature and extent of loss or damage.

b) take all reasonable steps within his power to minimize the extent of the loss or damage or liability;

c) Preserve the damaged or defective parts and make them available for inspection by an official or surveyor of the Company;

d) Furnish all such information and documentary evidence as the company may require.

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The Company shall not be liable for any loss or damage of which no notice and completed claims form have been received by the Company within fourteen days of its occurrence.

Upon notification of a claim being given to the Company, the Insured may proceed with the repair of any minor damage not exceeding Rs. 7,500/- provided that the carrying out of such repairs is without prejudice to any question of liability of the Company and that any damaged part requiring replacement is kept for inspection by the Company, but in all other cases a representative of the Company shall have the opportunity of inspecting the damage before any alterations, repairs or replacements are effected. Nothing contained herein shall prevent the Insured from taking such steps as are absolutely necessary to maintain the operation of the plant.

The liability of the Company under this Policy in respect of any item of property sustaining damage, for which indemnity is provided, shall cease if the said item is kept in operation without being repaired to the satisfaction of the Company.

#### 7. Other Insurances

If at the time any claim arises under this Policy there is any other insurance covering the same loss damage or liability, the Company shall not be liable to pay or contribute more than its rateable proportion of such loss damage or liability.

#### 8. Position after a Claim

a) The Insured shall not be entitled to abandon any property to the Company whether taken possession of by the Company or not.

b) As from the day of the loss the Sum Insured for remainder of the period of insurance is reduced by the amount of the compensation. To prevent under insurance during the remainder of the current period of insurance the amount insured must be reinstated. The premium will be calculated pro-rata from the day the repaired item is again put to work. For subsequent periods of insurance the original indemnity and premium are again in force unless circumstances justify an alteration.

#### 9. Transfer of Interest

The insurance granted by this Policy shall cease to attach to any items described in the Schedule the interest in which shall pass from the Insured otherwise than by will or operation of law, unless the consent of the Company for the continuance of the insurance shall be obtained and signified by endorsement hereon.

#### 10. Termination of Insurance

This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the premium calculated at the customary short period rate for the time the policy has been in force. This insurance may also at any time be terminated at the option of the Company, by 15 days notice to that effect being given to the insured, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.

#### 11. Recourse

The Insured shall at the expense of the Company do and concur in doing and permit to be done, all such acts and things as may be necessary or required by the Company in endorsing any right or remedies or of obtaining relief or indemnity from parties (other than those insured under this Policy) to which the Company shall be or would become entitled or subrogated upon their paying for or making good of any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by the Company.

#### 12. Arbitration

If any dispute or difference shall arise as to the quantum to be paid under the policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/ difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of The Arbitration and Conciliation Act, 1996.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitrations as herein before provided, if the Company has disputed or not accepted liability under or in respect of this policy.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this policy that award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained.

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## Contractors Plant and Machinery Endorsement Wordings

Endorsements/ Clauses/ Warranties / Extensions wordings

Following are the wordings of the endorsements/ clauses/ warranties/ extensions. Only those endorsements/ clauses/ warranties/ extensions stands covered which are mentioned on the schedule of the policy. Rest of the endorsements/ clauses/ warranties/ extensions stands deleted for all purposes.

The applicable endorsements/ clauses/ warranties/ extensions mentioned on the schedule are part of the policy and shall be taken into account for interpretation and determination of coverage and liability under the policy.

Also provided always that all other terms, conditions, provisions and exceptions of the policy shall apply to these Endorsements/ Clauses/ Warranties/ Extensions as if they have been incorporated therein.

P001: Agreed Bank Clause

It is hereby declared and agreed:-

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

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

N.B.: The Bank shall mean the first named financial institution/Bank named in the policy.

iii. That if and whenever any notice shall be required to be given or other communication shall be required to be made by the Company to the insured or any of them in any manner arising under or in connection with this policy such notice or other communication shall be deemed to have been sufficiently given or made if given or made to the Bank. iv. That any adjustment, settlement, compromise or reference to arbitration in connection with any dispute between the Company and the insured or any of them arising under or in connection with this policy if made by the Bank shall be valid and binding on all parties insured hereunder but not so as to impair rights of the Bank to recover the full amount of any claim it may have on other parties insured hereunder.

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

vi. It is further agreed that whenever the Company shall pay the Bank any sum in respect of loss or damage under this policy and shall claim that as to the Mortgagor or owner no liability therefore existed, the Company shall become legally subrogated to all the rights of the Bank to the extent of such payments but not so as to impair the right of the Bank to recover the full amount of any claim it may have on such Mortgagor or Owner or any other party or parties insured hereunder or from any securities or funds available.

P002: Additional Customs Duty â€

In consideration of the Insured having paid an additional premium it is hereby declared and agreed that the Insured shall also be indemnified during the currency of the policy, towards the additional Customs Duty upto a limit as specified in schedule, which may be incurred by the Insured over and above the Customs Duty amount taken into account in arriving at the Sum Insured the affected item.

Applicable Excess: Each and every claim payable under the extension shall be subject to an Excess of 5 % of the admissible Additional Customs Duty incurred and will be in addition to the Excess amount applicable for the affected item under the Policy.

The Indemnity for such Additional Customs Duty will stand reduced after occurrence of the claim unless reinstated by payment of an additional premium prescribed by the Company. Subject otherwise to the terms, conditions and exceptions of the Policy.

Note-

For computation of indemnity under the Additional Customs Duty extension, exchange rate applicable on date of occurrence shall be considered. Under this only Sea Freight charge would be taken into account even though the replacement supplies had been air freighted and the policy has been endorsed for airfreight cover.

P003: Air Freight

In consideration of the Insured having paid an additional premium it is hereby declared and agreed that the Policy shall also indemnify towards Air Freight

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incurred by the Insured in connection with the indemnifiable loss under the Policy.

Limit of indemnity shall be as mentioned in the policy schedule during currency of the Policy.

Applicable Excess: Each and every claim shall be subject to a minimum Excess of 5 % of the admissible Air Freight incurred over and above the excess as applicable under the policy.

Subject otherwise to terms, conditions and exceptions of the Policyâ€™™.

**P004: Clearance and Removal of Debris**

In consideration of the payment of an additional premium (or Nil premium as applicable), by the Insured, this policy is extended to cover costs and expenses necessarily incurred by the Insured, with the consent of the Insurers in demolishing or removing debris of portions of the property insured by Section I destroyed or damaged by any peril hereby insured against upto an indemnity limit (As Specified in the Schedule) as mentioned in the schedule.

Applicable Excess: The Excess applicable on the Clearance and Removal of debris will be highest of the Excesses applicable to machineries insured

**P005: Escalation Clause**

In consideration of the payment of an additional premium amounting to 50% of the premium produced by applying the specified percentage to the first or the annual premium as appropriate on the item(s) as specified in the schedule the Sum(s) Insured thereby shall, during the period of Insurance, be increased each day by an amount representing 1/365th of the specified percentage increase per annum.

Unless specifically agreed to the contrary the provisions of the Clause shall only apply to the sums insured in force at the commencement of each period of insurance.

At each Renewal Date the Insured shall notify the Insurers:-

(i) the Sums to be Insured under each item above, but in the absence of such instructions the Sums Insured by the above items shall be those stated on the policy (as amended by any endorsement effective prior to the aforesaid renewal date) to which shall be added the increases which have accrued under this Clause during the period of Insurance upto that renewal date, and

(ii) The specified percentage increase(s) required for the forthcoming period of Insurance, but in the absence of instructions to the contrary prior to the renewal date the existing percentage increase shall apply for the period of insurance from renewal.

All the conditions of the policy in so far as they may be hereby expressly varied shall apply as if they had been incorporated herein.

**P006: Express Freight (excluding Air Freight) holiday and overtime rates of wages**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the insured having paid the agreed extra premium, this insurance shall be extended to cover extra charges for express freight (excluding air freight) holiday and overtime rates of wages.

Provided always that such extra charges are incurred in connection with any loss of or damage to the insured items recoverable under the policy.

If the sum(s) insured of the demand item(s) is/are less than the amount(s) required to be insured the amount payable under this endorsement for such extra charges shall be reduced in the same proportion.

**P007: Floater Clause**

In consideration of Floater Extra charged over and above the policy rate the Sum Insured in aggregate under the policy is available for any one, more, or all locations as specified in schedule in respect of movable property. At all times during the currency of this policy the insured should have a good internal audit and accounting procedure under which the total amount at risk and the locations can be established at any particular time if required. The changes in the address of locations specifically declared at inception should be communicated.

**P 008: Ownerâ€™™s Surrounding Property**

In consideration of insured having paid extra premium, it is hereby agreed and declared, subject to otherwise terms and conditions of the Policy, that this insurance by within policy is extended to cover loss or damage to property located at or adjacent to the site and belongings to or held in care custody, control of the principal(s) or the contractor(s) if occurring directly due to damage of items mentioned in the schedule while at rest or in views for construction or erection during period of policy.

The Company pays to the insured the value of the damaged property at the time of accident or reinstate or replace such damage property or any part thereof provided that -

The liability of the Company shall in no case exceed the Sum Insured as mentioned in the policy schedule for any one accident or series of accidents

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arising out of any one event and in the whole the total indemnity of an amount mentioned in the policy schedule during the currency of the Policy.

The Excesses applicable on the Owners Surrounding Property will be the highest of the excesses applicable to machineries Insured.

In respect of loss or damage resulting to underground piping tunneling or underground cables and other underground facilities, the indemnity will be restricted to actual repair cost, provided prior to commencement of work, insured with the relevant authorities about the exact locations or positions of such cables, pipes or other underground facilities. Cracks that neither impair the stability of the structure nor safety of its users are not covered.

#### P 009: Third Party Liability -

In consideration of the payment of the additional premium, it is hereby agreed and declared that notwithstanding anything to the contrary stated in this policy, the Company will indemnify the insured:

- a) Against legal liability for the accidental loss or damage caused to the property of other persons.
- b) against legal liability (liability under contract excepted) for fatal or non-fatal injury to any persons other than the insured or his own employees or employee of the owner of the works/site/premises/ location or employees of the other firms/connected with any other work site/ premises/ location or members of the family of the insured or any of the aforesaid.

#### Exclusions under the TPL Extension -

The Company will not indemnify the insured, under this extension in respect of -

- a) The first amount of policy excess of each claim for any one occurrence related to property damage.
- b) Expenditure incurred in doing or redoing or making good or repairing or replacing anything covered or coverable under the policy.
- c) Liability consequent upon -
  - i. Bodily injury to or illness of employees/workmen/members of the families of the insured or of the owners of the works/site/premises/ location or of any other firm/contractors connected with any other work at the works/site/premises/location.
  - ii. loss of or damage or property belonging to or held in trust by or under custody of the owner of the works/site/premises/location of any other firms/contractors or an employee/workmen/family members of any of the aforesaid.
  - iii. Any accident cost by vehicles licensed for general road or by waterborne vessels or used aircraft. iv. Any agreement by the insured to pay any sum by way of indemnity or otherwise unless such liability would have attached also in the absence of such agreement.

#### Conditions Applying To TPL Extension

- a) No admission, offer, promise, payment of indemnity shall be made or given by or on behalf of the insured without written consent of the company who shall be entitled, if any so desire, to take over and conduct in the name of the insured the defence or settlement of any claim or to prosecute for their own benefit in the name of the insured any claim for indemnity or damage or otherwise and shall have full discretion in the conduct of any proceeding or in the settlement of any claim and the insured shall give all such information and assistance as the Company may require.
- b) The Company may, so far as any accident is concerned, pay to the insured the limit of indemnity for any one accident/for any one period, after deducting therefrom in such case of any sum/s already paid as compensation in respect thereof or any lesser sum for which the claim or claims arising such accident can be settled and the Company shall thereafter be under no further liability in respect of such accident under this section. 1

The Excesses applicable for TPL Property Damage claims will be the highest of the Excesses applicable to the Machineries insured

#### P 010: Earthquake (Fire and Shock) Inclusion Clause

It is hereby Agreed and declared that loss or damage to any property insured by this policy occasioned by Earthquake Fire and/ or shock stands covered. Exception (t) stands deleted.

Applicable Excess: As applicable to Act of God Perils.

#### P 011: Terrorism Damage Cover Endorsement

##### INSURING CLAUSE

Subject otherwise to the terms, exclusions, provisions and conditions contained in the Policy and in consideration of the payment by the Insured to the Company of additional premium as stated in the Schedule, it is hereby agreed and declared that notwithstanding anything stated in the "Terrorism Risk Exclusion" of this Policy to the contrary, this Policy is extended to cover physical loss or physical damage occurring during the period of this Policy caused by an act of terrorism, subject to the exclusions, limits and excess described hereinafter.

For the purpose of this cover, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat

thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

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

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

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

#### LOSSES EXCLUDED

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

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

not limited to any substance whose presence poses an actual or potential threat to human health;

17. total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.

#### LIMIT OF INDEMNITY

The limit of indemnity under this cover shall not exceed the Total Sum Insured given in the Policy Schedule or INR 20,000,000,000 whichever is lower. In respect of several insurance policies within the same compound/location with one or different insurers, the maximum aggregate loss payable per compound/location by any one or all insurers shall be INR 20,000,000,000. If the actual aggregate loss suffered at one compound/location is more than INR 20,000,000,000 the amounts payable under individual policies shall be reduced in proportion to the sum insured of the policies.

#### EXCESS\*

- i. 5% of the sum insured for each and every claim subject to a minimum of INR 100,000 and a maximum of INR 25,00,000 (for industrial risks)
- ii. 1% of the sum insured for each and every claim subject to a minimum of INR 25,000 and maximum of INR 1,000,000/- (for non-industrial risks)
- iii. 1% of the sum insured for each and every claim subject to a minimum of INR 10,000 and maximum of INR 500,000 (for shops and residences)

\*whichever is applicable

#### ADD ON COVERS

It is further declared and agreed that the limit of indemnity including the claim on add on cover(s) shall not exceed total sum insured plus separate opted for add on cover(s) or INR 20,000,000,000 whichever is lower. In respect of several insurance policies within the same compound/location, the maximum aggregate loss payable per compound/location by one or all insurers shall be INR 20,000,000,000.

#### MID TERM COVER

In case the coverage under this endorsement is granted during the currency of the policy, no claims will be payable for loss or damage to property caused by an act of terrorism during the 15(fifteen) days from the date of granting such cover.

#### CANCELLATION CLAUSE

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

If the cancellation is for any other purpose, refund of premium will only be allowed after charging short term scale rates. Note: The definitions, terms and conditions of main Policy save as modified or endorsed herein shall apply.

#### P012: Covererage of Contractor's Plant and Machinery working underground

It is hereby declared and agreed that in consideration of payment of agreed additional premium the exception ~~â€œ~~ regarding Contractor's Plant and Machinery working underground under the policy stands deleted.

#### P013: Contractor's Plant & Machinery equipments mounted on floating Vessel/Craft

It is hereby declared and agreed that in consideration of payment of agreed additional premium the Contractor's Plant, Machinery & Equipments mounted on floating vessel/craft and used for the purpose of contract work are held covered

#### P014: Dismantling of CPM equipment and shifting to a new location

It is hereby declared and agreed that in consideration of payment of agreed additional premium the dismantling of the equipments covered under the CPM Policy and shifting to new / other site and re-erection thereat is held covered.

#### P015: Deletion of Exception ~~â€œ~~ of Policy, Electrical and Mechanical breakdown

It is hereby declared and agreed that in consideration of payment of agreed additional premium the exception ~~â€œ~~ regarding electrical and mechanical breakdown under the policy stands deleted.

#### P016: STFI Exclusion Clause

It is hereby declared and agreed that this insurance excludes loss, damage directly or indirectly caused by Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood or Inundation excluding those resulting from earthquake, (Fire & Shock) Volcanic eruption, or other convulsions of nature. (Wherever earthquake cover is given as an ~~â€œ~~ add on cover~~â€œ~~ all the words ~~â€œ~~excluding those resulting from earthquake (Fire & Shock) volcanic eruption or other convulsions of nature~~â€œ~~ shall stand deleted).

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P017: Earthquake Exclusion Clause

It is hereby declared and agreed that this insurance excludes loss, damage directly or indirectly caused by Earthquake (Fire & Shock), Volcanic Eruption, Tsunami or other convulsions of nature

P018: Cyber risk exclusion clause

1. Electronic Data Exclusion

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:-

a) This Policy does not insure, loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software, and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a Listed Perils " Fire, Explosion computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to " Trojan Horses"™, " worms"™ and " time or logic bombs"™.

b) However, in the event that a peril listed below results from any of the matters described in paragraph a) above, this Policy, subject to all its terms, conditions and exclusions will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by such listed peril.

2. Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:-

Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

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 provisions of such cover, payment of such claim or provision 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.