

## Business Guard Commercial

30/01/2024

To,  
M/S GUPTA POWER INFRASTRUCTURE LIMITED  
PLOT NO. 132,132A,132B & 132C NAND NAGAR INDUSTRIAL  
ESTATE,PHASE II VILLAGE MAHUAKHERAGANJ, KASHIPUR  
UDHAM SINGH NAGAR UTTARAKHAND  
KASHIPUR - 244713  
UDHAM SINGH NAGAR  
UTTARAKHAND  
INDIA  
05AAACG9210B1ZA(GSTIN Number)

Dear Sir / Madam,

**Sub: BusinessGuardCommercial Policy No. 0600028743 00 00**

We take this opportunity to welcome you to the Tata AIG family! Thank you for choosing us to meet your insurance requirement. We take immense pride in having you with us and are glad to offer the best of our services. Tata AIG General Insurance Company Ltd. (Tata AIG) combines the Tata Group's pre-eminent leadership position in India and AIG's global presence as the world's leading international insurance and financial services organization. We at Tata AIG, strive to anticipate customer priorities and exceed their expectations. You can be assured that you have chosen the right partner to be **'With You Always'**

This booklet contains information about policy and other important details. We request you to kindly go through the terms and conditions of your insurance and keep this document safe.

### Following are the basic details of your policy

<b>Client ID</b>	6155442676
<b>Insured Name</b>	M/S GUPTA POWER INFRASTRUCTURE LIMITED
<b>Communication Address</b>	PLOT NO. 132,132A,132B & 132C NAND NAGAR INDUSTRIAL ESTATE,PHASE II VILLAGE MAHUAKHERAGANJ, KASHIPUR UDHAM SINGH NAGAR UTTARAKHAND KASHIPUR - 244713 UDHAM SINGH NAGAR UTTARAKHAND INDIA 05AAACG9210B1ZA(GSTIN Number)
<b>Product</b>	Business Guard Commercial
<b>Policy Period</b>	From 22/01/2024 to 21/01/2025
<b>Sum Insured (INR)</b>	Please refer policy schedule
<b>Net Premium (INR)</b>	1,152,592.00
<b>IGST @ 18% (INR)</b>	207,467.00
<b>Gross Premium (INR)</b>	1,360,059.00

Should you have any concerns or require any assistance, you can always reach us at

- 1) 24X7 toll free helpline - 1800 266 7780
- 2) SMS 'TAG' to 5616181
- 3) Write to us [customersupport@tataaig.com](mailto:customersupport@tataaig.com)

Thank you again for entrusting us with your business requirement. We sincerely appreciate you for expressing your confidence in TATA AIG.

We look forward to your continued patronage always.

Yours Sincerely,



**Authorized Signatory  
For Tata AIG General Insurance Company Ltd.**

## Business Guard Commercial

### Schedule

**Policy No. :** 0600028743 **Issued at :** BHUBANESHWAR  
**Renewal :** 00  
**Endorsement :** 00  
**Name of the Insured :** M/S GUPTA POWER INFRASTRUCTURE LIMITED  
**Communication Address :** PLOT NO. 132,132A,132B & 132C NAND NAGAR INDUSTRIAL  
 ESTATE,PHASE II VILLAGE MAHUAKHERAGANJ, KASHIPUR  
 UDHAM SINGH NAGAR UTTARAKHAND  
 KASHIPUR - 244713  
 UDHAM SINGH NAGAR  
 UTTARAKHAND  
 INDIA  
 05AAACG9210B1ZA(GSTIN Number)  
 Place of supply -UTTARAKHAND  
 State code -05

**Intermediary Name :** DIRECT **Intermediary Code :** 0032432000

**Business of the Insured :** Cable Manufacturing  
**Period of Insurance :** From 22/01/2024 to 21/01/2025  
**Financial Interest :** CANARA BANK - Large Corporate Branch Bhubaneswar, 0,  
 HDFC BANK LTD - Bhubaneswar, 0,  
 INDIAN BANK - Bhubaneswar, 0,  
 UCO BANK - Bhubaneswar, 0,  
 UNION BANK OF INDIA - NAYAPALLI BRANCH,BHUBANESWAR, 0,  
 IDBI BANK LTD. - JAGAMARA BRANCH, BHUBANESWAR, 0,  
 PUNJAB NATIONAL BANK - Bhubaneswar, 0,  
 EXPORT IMPORT BANK OF INDIA - FLOOR 21,CENTER ONE BUILDING,WORLD TRADE CENTRE COMPLEX,CUFFE PARADE,MUMBAI , 0,  
 BANK OF INDIA - JAYADEV VIHAR,STAR HOUSE,1/1 D, JAYADEV VIHAR,,BHUBANESHWAR ORISSA, BHUBANESWAR -751001,  
 KHORDHA, ORISSA  
 BANK OF BARODA - BHUBANESHWAR BRANCH,91/92,BAPUJI NAGAR, 0,  
 AXIS BANK LTD. - ARCHBISHOPS HOUSE SATYANAGAR, 0,

### Co-Insurance Details

Company Name	Office Code	Leader/Follower	Share (%)
TATA AIG GENERAL INSURANCE CO.LTD.	050011	Leader	60
BAJAJ ALLIANZ GENERAL INSURANCE CO.LTD	002403	Follower	40

**Unique Reference Code:** TAG050011MS0510497182324

Coverage / Sections	Sum Insured (INR)	Premium (INR)
<b>Section A - Fire and Special Perils</b>	<b>765,729,693.00</b>	<b>1,149,092.00</b>
<b>Section B - Burglary - 100%</b>	<b>700,000,000.00</b>	<b>3,500.00</b>
<b>Burglary - 1st Loss Basis</b>	<b>70,000,000.00</b>	
<b>Net Premium (INR)</b>	1,152,592.00	
<b>IGST @ 18% (INR)</b>	207,467.00	
<b>Gross Premium (INR)</b>	1,360,059.00	

**Deductible/Excess** - As per attached schedule

### Terms & Conditions -

- EARTHQUAKE (FIRE AND SHOCK) with STFI
- Fire -Terrorism Damage is excluded from the scope of the cover
- Fire -Agreed Bank Clause
- Fire - Impact Damage by Insureds Own vehicles Clause
- Burglary - 25% Being the limit of indemnity any one occurrence in respect of stocks at insured premises(being one claim or a series of claims arising out of one event or cause) and in the aggregate of all occurrences during the Period of Insurance
- Coinurance clause
- Fire - Expediting Costs
- Fire - Sprinkler Up-grading costs
- Fire - Expenses for Loss Minimisation
- Fire - Claim Preparation Costs
- Fire - Cost of Re-Writing Records

Insurance is the subject matter of the solicitation. For more details on risk factors, terms and conditions, please read sales brochure carefully before concluding a sale.  
 TATA AIG General Insurance Company Ltd. Regd. Office: 15th floor, Tower A, Peninsula Business Park,Ganpatrao Kadam Marg, Off Senapati Bapat Marg, Lower Parel, Mumbai- 400 013.  
 IRDA Registration No.108, CIN No : U85110MH2000PLC128425, PAN : AABCT3518Q, UIN No : IRDAN108CP0012V01201819  
 Website: www.tataaig.com 24X7 Tollfree Helpline 1800-266-7780 E-mail: customersupport@tataaig.com

- 12 Fire - Cost of Recompiling Records
- 13 Fire - Brand and Trademarks
- 14 Fire - Immediate Repairs
- 15 Fire - Seventy Two hours clause
- 16 Fire - Fire Extinguishing / Fighting Expenses
- 17 Fire - Payments on Account
- 18 Fire - Involuntary Betterment
- 19 Burglary - Theft Extension Clause
- 20 Burglary - Riot, Strike, Malicious Damage
- 21 Fire - Accidental Damage Cover
- 22 Inclusion of Cyber Exclusion Clause - NMA 2915
- 23 Communicable Disease Exclusion clause
- 24 Fire - Capital Additions
- 25 Fire - Landscaping Cover
- 26 Fire - Margin Cover
- 27 Fire - Professional Fees
- 28 Fire - Valuable Papers and records Cover
- 29 Five Powers War Exclusion (amended to include triggering of NATO Agreement)
- 30 Russia, Ukraine and Belarus Exclusion
- 31 Sanctions & Limitation Clause
- 32 Fire - Impact Damage due to Insured's own Rail/Road Vehicles, Fork lifts, Cranes, Stackers and the like and articles dropped therefrom: Max. up-to INR 1 Cr in EEL & In Aggregate
- 33 Fire - Professional Fees: Max. up-to INR 1 Cr in EEL & In Aggregate
- 34 Fire - Involuntary Betterment : Max. up-to INR 1 Cr in EEL & In Aggregate
- 35 Fire - Fire Extinguishing / Fighting Expenses : Max. up-to INR 1 Cr in EEL & In Aggregate
- 36 Fire - Expediting Expenses : Max. up-to INR 1 Cr in EEL & In Aggregate
- 37 Fire - Cost of Re-Writing Records : Max. up-to INR 1 Cr in EEL & In Aggregate
- 38 Fire - Expenses for Loss Minimisation : Max. up-to INR 1 Cr in EEL & In Aggregate
- 39 Fire - Accidental Damage Cover: Max. up-to INR 1 Cr in EEL & In Aggregate
- 40 Fire - Claim Preparation Costs: Max. up-to INR 1 Cr in EEL & In Aggregate
- 41 Fire - Cost of Recompiling Records : Max. up-to INR 1 Cr in EEL & In Aggregate
- 42 Fire - Sprinkler Up-grading costs : Max. up-to INR 1 Cr in EEL & In Aggregate
- 43 Fire - Brand and Trademarks : Max. up-to INR 1 Cr in EEL & In Aggregate
- 44 Fire - Immediate Repairs : Max. up-to INR 1 Cr in EEL & In Aggregate
- 45 Fire - On Account Payment - Up-to 50% of admissible claim amount as per surveyor's recommendation(Beyond 25 lacs)
- 46 Fire - Capital Addition - 5% of BMA SI subject to a max. of INR 1 Cr(In EEL & In Aggregate)
- 47 Fire - Margin Cover - 5% of BMA SI subject to a max. of INR 1 Cr(In EEL & In Aggregate)
- 48 Fire - Landscaping Cover Vehicle Load Cover: Max. up-to INR 1 Cr in EEL & In Aggregate
- 49 Fire - Valuable Paper & Records Cover: Max. up-to INR 1 Cr in EEL & In Aggregate
- 50 Fire - Excluding properties of client's customers/Guests
- 51 Fire - Excluding money, monetary instruments and valuables of every description
- 52 Fire - Warranted existing protection, detection and alarm system to be maintained in well working condition throughout the policy period
- 53 Burglary - Excluding money, monetary instruments and valuables of every kind and description.
- 54 Burglary - 10% on First Loss Basis
- 55 Burglary - Excluding money, monetary instruments and valuables of every kind and description.
- 56 Burglary - Terrorism cover is excluded
- 57 Burglary - Warranted existing protection, detection and alarm system to be maintained in well working condition throughout the policy period
- 58 TAGIC CAPACITY - 60% OUT OF COMPLETE 100%

**Warranties** - As per attached schedule

Subject otherwise to terms and conditions of Business Guard Commercial

IN WITNESS WHEREOF the undersigned being duly authorised by directors of the Company has/have hereunder set his/their hand(s) at Mumbai on this 1st day of August 2013.  
**GSTIN : 21AABCT3518Q1Z8 - ORISSA, Service Accounting Code : 997137**

Stamp Duty of ₹0.50/- is paid as provided under Article 47B of Indian Stamp Act, 1899 and included in Consolidated Stamp Duty Paid to the Government of Maharashtra Treasury vide Order of Addl. Controller Of Stamps, Mumbai at General Stamp Office, Fort, Mumbai - 400001., vide this Order No. LOA/CSD/01/2023/4269 Validity Period Dt.26/10/2023 To Dt.04/10/2026/4269 Date:25/10/2023  
 On Date : 30/01/2024

**For Tata AIG General Insurance Company Limited.**

  
**Authorized Signatory**

**Important Note:**

This Policy and its conditions should be examined, and if incorrect returned at once for alteration. Every change affecting the risks insured by this Policy must be immediately

Insurance is the subject matter of the solicitation. For more details on risk factors, terms and conditions, please read sales brochure carefully before concluding a sale.

TATA AIG General Insurance Company Ltd. Regd. Office: 15th floor, Tower A, Peninsula Business Park, Ganpatrao Kadam Marg, Off Senapati Bapat Marg, Lower Parel, Mumbai- 400 013.

IRDA Registration No.108, CIN No : U85110MH2000PLC128425, PAN : AABCT3518Q, UIN No : IRDAN108CP0012V01201819

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advised to the Company. Failure to do this might result in the insurance ceasing to be of effect. The Policy is not transferable from the Insured to any person unless the Company's written consent has been obtained. In the event of any loss or damage notice should be given IMMEDIATELY to the company.

**Policy Servicing Office**  
**Tata AIG General Insurance Company Limited**  
2ND FLOOR, KESHARI COMPLEX,, 98, KHARVEL NAGAR,,KHORDHA,ORISSA,BHUBANESWAR-751001  
Tel No:91-91-7400010460

## Section A - Fire and Special Perils

### Attached to and forming part of Policy No.0600028743 00 00

**Risk Location address** - GUPTA POWER INFRASTRUCTURE LIMITED, UNIT-2, PLOT NO. 145 AND 136, NAND NAGAR INDUSTRIAL ESTATE, MAHUAKHERA GANJ, KASHIPUR, UDHAM SINGH, NAGAR, UTTARAKHAND, KASHIPUR- 244713, UDHAM SINGH NAGAR, UTTARAKHAND, INDIA

**Occupancy** - Cable Manufacturing

Sr. No.	Risk Description	Sum Insured (INR)
1	Contents As per Annexure	765,729,693.00
<b>Total Sum Insured</b>		<b>765,729,693.00</b>

#### Deductible/Excess -

- 1 Policies having Sum Insured above INR 100 cr and up to INR 1500 cr per location - 5% of claim amount subject to a minimum of ₹ 5 lakhs

## Section B - Burglary

### Attached to and forming part of Policy No.0600028743 00 00

**Risk Location address** - GUPTA POWER INFRASTRUCTURE LIMITED, UNIT-2, PLOT NO. 145 AND 136, NAND NAGAR INDUSTRIAL ESTATE, MAHUAKHERA GANJ, KASHIPUR, UDHAM SINGH, NAGAR, UTTARAKHAND, KASHIPUR- 244713, UDHAM SINGH NAGAR, UTTARAKHAND, INDIA

**Occupancy** - Cable Manufacturing

Sr. No.	Risk Description	Sum Insured (INR)	Sum Insured (INR) - 1st Loss Limit
1	Contents As per Annexure	700,000,000.00	70,000,000.00
<b>Total Sum Insured</b>		<b>700,000,000.00</b>	<b>70,000,000.00</b>

**Deductible/Excess** -

- 5% of claim Amount Subject to minimum of ₹ 10,000/- each and every loss

## Business Guard Commercial

Attached to and forming part of Policy No. 0600028743 00 00

IN CONSIDERATION OF the Insured named in the Schedule hereto having paid to the **Tata AIG General Insurance Company Ltd.** (hereinafter called the Company) the full premium mentioned in the said Schedule, THE COMPANY AGREES, (subject to the Conditions and Exclusions contained herein or endorsed or otherwise expressed hereon) that if after payment of the premium

### COVERAGE SECTION A (Fire and Special Perils)

the property insured described in the said Schedule or any part of such property be destroyed or damaged

### COVERAGE SECTION B (Burglary)

the property described in the Schedule hereto or any part thereof shall be lost destroyed or damaged

### COVERAGE SECTION C (Money in safe)

there be any loss of Money belonging to the Business of the Insured from within the insured premises specified in the Schedule or any loss or damage to any safe, strong-room or cash box securing Money

### COVERAGE SECTION D (Public Liability)

the Insured shall incur legal liability to pay compensation including Claimant's costs, fees and expenses anywhere in India, in accordance with Indian Law

by any of the Perils Specified hereinafter during the Period of Insurance stated in the said Schedule or in any subsequent period in respect of which the Insured shall have paid and the Company shall have accepted the premium required for the renewal of the Policy, the Company shall, subject to the terms conditions and exclusions stated hereinafter, pay to the Insured :

- the value of the property at the time of the happening of its destruction or at its option reinstate or replace such property or any part thereof or
- the amount of such damage or liability incurred or
- the amount of benefit payable

Provided that the liability of the Company shall in no case exceed in respect of each item the sum expressed in the said Schedule to be insured thereon or in the whole the total sum or limit insured hereby or such other sum or sums as may be substituted therefor by memorandum hereon or attached hereto signed by or on behalf of the Company.

NOTE: The term Policy when appearing within a Coverage Section / extension/ Rider wording shall be interpreted as referring to the specific insurance afforded by that Coverage Section/ extension/ Rider.

### GENERAL CONDITIONS

(The Conditions governing the insurance afforded by a specific Coverage Section shall in respect of that Coverage Section include the conditions stated as being applicable to All Coverage Sections)

### ALL COVERAGE SECTIONS

1. This Policy shall be voidable in the event of mis-representation, mis-description or non-disclosure of any material particular.
2. The Insured shall take all reasonable steps to safeguard the property and interests insured hereby against accident, loss or damage.
3. This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the premium at 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, on 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.
4. On the happening of any loss or damage the Insured shall forthwith give notice thereof to the Company and shall within 15 days after the loss or damage, or such further time as the Company may in writing allow in that behalf, deliver to the Company :
  - a) A claim in writing for the loss or damage containing as particular an account as may be reasonably practicable of all the several articles or items or property damaged or destroyed, and of the amount of the loss or damage thereto respectively, having regard to their value at the time of the loss or damage not including profit of any kind.
  - b) Particulars of all other insurances, if any

The Insured shall also (where applicable) upon becoming aware of any loss or damage in respect of which a claim is or may be made immediately notify the Police Authorities and take all practicable steps to discover and prosecute the parties responsible for the loss damage or injury and to trace and recover any property stolen.

The Insured shall also at all times at his own expense produce, procure and give to the Company all such further particulars, plans, specification books, vouchers, invoices, duplicates or copies thereof, documents, investigation reports (internal/external), proofs and information with respect to the claim and the origin and cause of the loss and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of the liability of the Company as may be reasonably required by or on behalf of the Company together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

No claim under this Policy shall be payable unless the terms of this Condition have been complied with.

In no case whatsoever shall the Company be liable for any loss or damage after the expiry of 12 months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration; it being expressly agreed and declared that if the Company shall disclaim liability for any claim hereunder and such claim shall not within 12 calendar months from the date of the disclaimer have been made the subject matter of a suit in a court of law then the claim shall for all purposes

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be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

5. On the happening of loss or damage to any of the property insured by this Policy, the Company may
  - a) enter and take and keep possession of the building or premises where the loss or damage has happened.
  - b) take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage.
  - c) keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same.
  - d) sell any such property or dispose of the same for account of whom it may concern.

The powers conferred by this Condition shall be exercisable by the Company at any time until notice in writing is given by the Insured that he makes no claim under the Policy, or if any claim is made, until such claim is finally determined or withdrawn, and the Company shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to the Insured or diminish its rights to rely upon any of the conditions of this Policy in answer to any claim.

If the Insured or any person on his behalf shall not comply with the requirements of the Company or shall hinder or obstruct the Company, in the exercise of its powers hereunder, all benefits under this Policy shall be forfeited.

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

6. If the claim be in any respect fraudulent, or if any false declaration be 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 the Policy or if the loss or damage be occasioned by the wilful act, or with the connivance of the Insured, all benefits under this Policy shall be forfeited.
7. If the Company at its option, shall reinstate or replace the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or join with any other company or insurer(s) in so doing, the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage nor more than the sum insured by the Company thereon. If the Company so elects to reinstate or replace any property the Insured shall at his own expense furnish the Company with such plans, specifications, measurements, quantities and such other particulars as the Company may require, and no acts done, or caused to be done, by the Company with a view to reinstatement or replacement shall be deemed an election by the Company to reinstate or replace.

If in any case the Company shall be unable to reinstate or repair the property hereby insured, because of any municipal or other regulations in force affecting the alignment of streets or the construction of buildings or otherwise, the Company shall, in every such case, only be liable to pay such sum as would be requisite to reinstate or repair such property if the same could lawfully be reinstated to its former condition.

8. 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 reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated, upon its paying for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the Company.
9. 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 Defence or settlements 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.
10. The Company shall in no case be bound to accept notice of any transfer of interest arising hereunder and nothing herein contained shall give any right against the Company to any person other than the Insured except to a transferee approved by the Company.
11. If any dispute or difference shall arise as to the quantum to be paid under this 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 arbitration 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 the award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained.

12. Every notice and other communication to the Company required by these Conditions must be written or printed.

#### **COVERAGE SECTION A Fire and Special Perils**

1. Expenses incurred towards Architects, Surveyors and Consulting Engineers fees for plans, specification tenders, quantities and services in connection with the superintendence of the reinstatement for the Building, Machinery, Accessories and equipment insured under this Policy is covered up to 3% of the adjusted loss, but it is understood that this does not include any costs in connection with the preparation of the Insured's claim or estimate of loss in the event of damage by insured perils.
2. Expenses incurred up to 1% of the claim amount is included in the sum insured on:
  - a) Removal of debris from the premises of the Insured;
  - b) dismantling or demolishing;
  - c) shoring up or propping.



3. All insurances under this Policy shall cease on expiry of seven days from the date of fall or displacement of any building or part thereof or of the whole or any part of any range of buildings or of any structure of which such building forms part.

PROVIDED such a fall or displacement is not caused by insured perils, loss or damage by which is covered by this Policy or would be covered if such building, range of buildings or structure were insured under this Policy.

Notwithstanding the above, the Company subject to an express notice being given as soon as possible but not later than seven days of any such fall or displacement may agree to continue the insurance subject to revised rates, terms and conditions as may be decided by it and confirmed in writing to this effect.

4. Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the Insured, before the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the Policy by or on behalf of the Company :
- If the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building insured or containing the insured property be changed in such a way as to increase the risk of loss or damage by insured perils.
  - If the building insured or containing the insured property becomes unoccupied and so remains for a period of more than 30 days.
  - If the interest in the property passes from the Insured otherwise than by will or operation of law.
5. This insurance does not cover any loss or damage to property which, at the time of the happening of such loss or damage, is insured by or would, but for the existence of this Policy, be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected.
6. If at the time of any loss or damage happening to any property hereby insured there be any other subsisting insurance or insurances, whether effected by the Insured or by any other person or persons covering the same property, this Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.
7. If the property hereby insured shall at the breaking out of any fire or at the commencement of any destruction of or damage to the property by any other peril hereby insured against be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of the Policy shall be separately subject to this Condition.
8. At all times during the Period of Insurance of this Policy the insurance cover will be maintained to the full extent of the respective sum insured in consideration of which upon the settlement of any loss under this Policy, pro-rata premium for the unexpired period from the date of such loss to the expiry of Period of Insurance for the amount of such loss shall be payable by the Insured to the Company.

The additional premium referred above shall be deducted from the net claim amount payable under the Policy. This continuous cover to the full extent will be available notwithstanding any previous loss for which the Company may have paid hereunder and irrespective of the fact whether the additional premium as mentioned above has been actually paid or not following such loss. The intention of this Condition is to ensure continuity of the cover to the Insured subject only to the right of the Company for deduction from the claim amount, when settled, of pro-rata premium to be calculated from the date of loss till expiry of the Policy.

Notwithstanding what is stated above, the sum insured shall stand reduced by the amount of loss in case the Insured immediately on occurrence of the loss exercises his option not to reinstate the sum insured as above.

## **COVERAGE SECTION B**

### **Burglary**

- It is warranted that there shall be actual visible damage caused to the premises or part thereof or connected with violent and forcible entry in the premises.
- It is warranted that adequate protection to the doors, windows and all other such openings in the premises are properly maintained during the currency of the Policy.
- It is a condition precedent to liability under this Policy that:-
  - all protections in force at the premises at the inception of the cover or subsequently as stipulated by or agreed by the Company shall be in full operation securing the premises, whether the premises are closed for business or left unattended.
  - any keys for the premises and or intruder alarm systems or safes and or strong rooms and or any other secured area or device in which insured property is kept are removed from the premises whenever the premises are closed for business or left unattended.
  - the Insured maintains the secrecy of codes for the Intruder Alarm Installation to authorised persons and no details of the same are left on the premises.
- The Insured shall take all ordinary and reasonable precautions for the safety of the property insured, and shall as far as practicable make use of all locks, bolts, fastenings and other means of securing any safes, strong-rooms and premises in which such property is contained. The Insured shall keep books of account, and in relation to any merchandise, stock-in-trade or property of a similar nature, the Insured shall keep a record of all business purchases, sales and deliveries in and out of the premises.
- If at the time of any loss or damage happening to any property hereby insured there be any other subsisting insurance or insurances, whether effected by the Insured or by any other person or persons covering the same property, this Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.
- If the property hereby insured shall at the at the commencement of any destruction or damage be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of the Policy shall be separately subject to this Condition.
- All sums which may from time to time be paid by way of indemnity under this Policy in any one Period of Insurance shall be accounted in diminution of the Total Sum

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TATA AIG General Insurance Company Ltd. Regd. Office: 15th floor, Tower A, Peninsula Business Park, Ganpatrao Kadam Marg, Off Senapati Bapat Marg, Lower Parel, Mumbai- 400 013.

IRDA Registration No.108, CIN No : U85110MH2000PLC128425, PAN : AABCT3518Q, UIN No : IRDAN108CP0012V01201819

Website: www.tataaig.com 24X7 Tollfree Helpline 1800-266-7780 E-mail: customersupport@tataaig.com

Insured so that in case of any subsequent event giving rise to a claim occurring during the same period the total amount payable during that period by the Company shall not in any case exceed the Total Sum Insured. In the event of the property lost, destroyed or damaged being replaced by other property, the Company will at the Insured's request extend this insurance by endorsement to include such property upon payment of the appropriate pro-rata additional premium.

## **COVERAGE SECTION C**

### **Money**

1. It is warranted that:
  - a) all Money not paid out on the day on which it is received from the Bank is secured in a locked cash box, safe or strong room after business hours.
  - b) a complete record of the amount of Money be kept in a secure place other than in any of the said safes and that the liability of the Company will be limited to the amount of the Money shown by such record at the time of the loss but not exceeding in all the limits as set out in the Schedule hereto.
  - c) the Insured shall take all ordinary and reasonable precautions for the safety of the Money.
  - d) cash boxes or till drawers after business hours to be kept with their contents in a safe or strong room.
  - e) cash box, safe or strong room keys or duplicates thereof at all times be kept away from the portion of the premises in which such safe or strong room is situate and always out of sight of the public.
  - f) the premises if left unattended:
    - (i) all locks, bolts and other protective devices are in full operation and the premises fully secured.
    - (ii) all keys including those relating to cash boxes, safes or strong rooms and notes of combination locks to safes or
    - (iii) the room in which Money is kept is also securely locked.
2. If at the time of any loss or damage happening to any property hereby insured there be any other subsisting insurance or insurances, whether effected by the Insured or by any other person or persons covering the same property, this Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.
3. All sums which may from time to time be paid by way of indemnity under this Policy in any one Period of Insurance shall be deducted from the Limit of Indemnity so that in case of any subsequent event giving rise to a claim occurring during the same period the total amount payable during that period by the Company shall not in any case exceed the Limit of Indemnity.

## **COVERAGE SECTION D**

### **Public Liability**

1. The Insured shall give notice as soon as reasonably practicable of any fact, event or circumstance which materially changes the information supplied to the Company at the time when this Policy was effected and the Company may amend the terms of this Policy according to the materiality of such change.
2. No claim shall be payable under this Policy unless the cause of action arises in India and the liability to pay claim is not without legal recourse to the Insured. It is further agreed and understood that only Indian Law is applicable to any such action.
3. This Policy does not cover liability which at the time of happening of any event resulting into such liability, be insured by or would, but for the existence of this Policy, be insured by, any other policy or policies, except in respect of any excess beyond the amount which could have been payable under such policy/policies, had this insurance not been effected.
4. **Defence costs**  
The Company will pay all costs, fees and expenses incurred with their prior consent in the investigation, defence or settlement of any claim made against the Insured and the costs of representation at any inquest, inquiry or other proceedings in respect of matters which have a direct relevance to any claim made or which might be made against the Insured, provided such claim or claims are the subject of indemnity by the Policy. Such costs, fees and expenses are called 'Defence Costs' and shall become payable only upon the final settlement of the claim.
5. **Indemnity Limits**  
The Company's total liability to pay compensation, Claimant's costs, fees and expenses and defence costs shall not exceed the Indemnity Limit stated in the Schedule. Indemnity Limit for any one accident applies to any one claim or series of claims arising from one originating cause. Indemnity Limit shall represent the total amount of Company's liability during the Policy Period.

#### **Claims Series Clause**

For the purpose of this Policy where a series of and/or several bodily injuries and/or property damages are attributable direct or indirectly to the same cause all such bodily injuries and/or property damages shall be added together and all such bodily injuries and/or property damages shall be treated as one claim and such claim shall be deemed to have been made at the point in time when the first of the claims was made in writing. There shall, however, be no coverage for claims made arising from one specific cause, which are made later than 3 years after the first claim of the series.

6. The Insured shall give written notice to the Company as soon as reasonably practicable of any claims made against the Insured (or any specific event or circumstances that may give rise to a claim being made against the Insured) and which forms the subject of indemnity under this Policy and shall give all such additional information as the Company may require. Every claim, writ, summons or process and all documents relating to the event shall be forwarded to the Company immediately they are received by the Insured.
7. **Notification Extension Clause** Should the Insured notify the Company during the Policy Period in accordance with General Condition 6 of this Coverage Section of any specific event or circumstance which the Company accepts may give rise to a claim or claims which form the subject of indemnity by this Policy, then the acceptance of

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such notification means that the Company will deal with such claim or claims as if they had first been made against the Insured during the Policy Period.

8. The Company will have the right but in no case the obligation, to take over and conduct in the name of the Insured the defence of any claims and will have full discretion in the conduct of any proceedings and in the settlement of any claim and having taken over the defence of any claim may relinquish the same. All amounts expended by the Company in the defence, settlement of payment of any claim will reduce the Indemnity Limit specified in the Schedule of the Policy.

In the event the Company, in its sole discretion chooses to exercise its right pursuant to this Condition, no action taken by the Company in the exercise of such right will serve to modify or expand in any manner, the Company's liability or obligations under this Policy beyond what the Company's liability or obligations would have been had it not exercised its rights under this Condition.

9. The Company may at any time pay to the Insured in connection with any claim or series of claims under this Policy to which an Indemnity Limit applies the amount of such limit (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment being made the Company shall relinquish the conduct and control of and be under no further liability in connection with such claims.
10. In the event of liability arising under the Policy or the payment of a claim under this Policy, the Indemnity Limit under Policy shall get reduced to the extent of quantum of liability to be paid or actual payment of such claim. Under no circumstances it shall be permissible to reinstate the Indemnity Limit to the original level even on payment of extra premium.

#### GENERAL EXCLUSIONS

(The exclusions to the insurance afforded by a specific Coverage Section shall in respect of that Coverage Section include the exclusions stated as being applicable to All Coverage Sections)

#### ALL COVERAGE SECTIONS

This Policy does not cover:

1. Loss, destruction or damage or cost or expense of whatsoever nature occasioned by or through or in consequence of or directly or indirectly caused by:
  1. war, invasion, act of foreign enemy hostilities or war like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
  2. Ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  3. the radio active toxic, explosives or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

In any action suit or other proceeding where the Company alleges that by reason of the provisions of this Exclusion any loss, damage, cost or expense is not covered by this insurance, the burden of proving that such loss, damage, cost or expense is covered shall be upon the Insured.

2. (Not applicable to Coverage Section A and if included by Rider herein Coverage Section H of the Policy) 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, 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), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.

It is warranted that loss, damage, cost or expenses 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 action taken in respect of any act of terrorism is also excluded.

If the Company alleges that by reason of this Exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

3. Loss, destruction or damage caused to the insured property or interest by pollution or contamination.
4. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
5. Loss, or damage by spoilage resulting from the retardation or interruption or cessation of any process or operation caused by operation of any of the perils covered.
6. a) Loss or destruction of or damage to any property whatsoever (including a computer) or any loss or expense whatsoever resulting or arising therefrom;
- b) Any legal liability of whatsoever nature;
- c) Any consequential loss;

directly or indirectly caused by or contributed to by or consisting of or arising from the incapacity or failure of any computer

- i) to treat any date before, during or after the year 2000 as the correct date or true calendar date, or correctly or appropriately to recognize manipulate interpret process store receive or to respond to any data or information, or to carry out any command or instruction, in regard to or in connection with any such date or
- ii) to capture save retain or correctly process any data as a result of the operation of any command which has been programmed into any computer, being a command which causes the loss of data or the inability to capture save retain or correctly process such data in regard to or in connection with any such date.

A computer includes any computer, data processing equipment, microchip, integrated circuit or similar device or any computer software tools operating system or any computer hardware or peripherals and the information or data stored in or on any of the above, whether the property of the Insured or not.

7. Damage or consequential loss directly or indirectly caused by, consisting of, or arising from:
1. Any functioning or malfunctioning of the internet or similar facility, or of any intranet or private network or similar facility,
  2. Any corruption, destruction, distortion, erasure or other loss or damage to data, software, or any kind of programming or instruction set,
  3. Loss of use or functionality whether partial or entire of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic, and any ensuing liability or failure of the Insured to conduct business.

This shall not exclude subsequent damage or consequential loss, not otherwise excluded, which itself results from a Defined Peril. Defined Peril shall mean: Fire, Lightning, Earthquake, Explosion, Falling Aircraft, Flood, Smoke, Vehicle Impact, Windstorm or Tempest.

Such damage or consequential loss described in 1, 2, or 3 above is excluded regardless of any other cause that contributed concurrently or in any other sequence.

#### **COVERAGE SECTION A** **Fire and Special Perils**

This Policy does not cover

1. a) The first 5% of each and every claim subject to a minimum of ₹10,000 in respect of each and every loss arising out of "Act of God perils" such as Lightning, STFI, Subsidence, Landslide and Rock slide covered under the Policy  
b) The first ₹10,000 for each and every loss arising out of other perils in respect of which the Insured is indemnified by this Policy. The Excess shall apply per event per Insured. Or, the excess as mentioned in the Policy Schedule whichever is higher.
2. Loss, destruction or damage to the stocks in cold storage caused by change of temperature.
3. Loss, destruction or damage to bullion or unset precious stones, any curios or works of art for an amount exceeding ₹10,000/-, goods held in trust or on commission, manuscripts, plans, drawings, securities, obligations or documents of any kind, stamps, coins or paper money, cheques, books of accounts or other business books, computer system records, explosives unless otherwise expressly stated in the policy.
4. Loss, destruction or damage to any electrical machine, apparatus, fixture, or fitting arising from or occasioned by over-running, excessive pressure, short circuiting, arcing, self heating or leakage of electricity from whatever cause (lightning included) provided that this Exclusion shall apply only to the particular electrical machine, apparatus, fixture or fitting so affected and not to other machines, apparatus, fixtures or fittings which may be destroyed or damaged by fire so set up.
5. Expenses necessarily incurred on (i) Architects, Surveyors and Consulting Engineer's Fees and (ii) Debris Removal by the Insured following a loss, destruction or damage to the property insured by an insured peril in excess of 3% and 1% of the claim amount respectively.
6. Loss by theft during or after the occurrence of any insured peril except as provided under Riot, Strike and Malicious Damage cover.
7. Any loss or damage occasioned by or through or in consequence directly or indirectly due to earthquake, volcanic eruption or other convulsions of nature.
8. Loss or damage to property insured if removed to any building or place other than in which it is herein stated to be insured, except machinery and equipment temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding 60 days.
9. Loss, destruction or damage caused to the insured property or interest by pollution or contamination excluding
  - a) pollution or contamination which itself results from a peril hereby insured against.
  - b) any peril hereby insured against which itself results from pollution or contamination.

#### **COVERAGE SECTION B** **Burglary**

1. This Policy does not cover the following unless specially mentioned in the Schedule and expressly insured by the Policy:
  - a) Gold or Silver articles, watches jewellery precious stones medals coins curiosities sculptures manuscripts rare books plans patterns models mould and designs.
  - b) Deeds, bonds, Bills of exchange, promissory notes, money or securities for money, stamps, books of accounts, business books or documents, cheques, share certificates, promissory notes, tickets, stamp collection, coin collections, medals, plans, specifications, blue prints, moulds, document of title to goods, contracts or other legal documents, or documents of any other kind.
  - c) Loss or damage by fire or explosion however caused.
  - d) Loss or damage to plate glass whether forming part of the premises or otherwise.
  - e) Loss or damage where any inmate or member of the Insured's household or of his business staff or any other person lawfully in the premises is concerned in the actual theft of or damage to any of the articles or premises or where such loss or damage has been expedited or in any way assisted or brought about by any such person or persons.
  - f) Loss or damage which either in origin or extent or directly or indirectly proximately or remotely, occasioned by or contributed to by or which either in origin or extent directly or indirectly, proximately or remotely, arises out of or in connection with earthquake, volcanic eruption, typhoon hurricane, tornado, cyclone, or other convulsion of nature or atmosphere disturbance.
  - g) Loss or damage occasioned by loot, sack, spillage or pilferage.

h) Unexplained losses, shortages due to error or omissions losses discovered when making an inventory or a periodic stock taking or loss resulting from the Insured's voluntarily parting with title or possession of any property or induced to do so by deception.

i) Theft or attempted theft from yards, gardens, open spaces or out-buildings unless the contents thereof are specifically insured by the Policy.

j) The first amount of each and every claim stated in the Schedule as the Excess or Deductible.

2. This Policy shall cease to attach:-

a) If the premises shall have been left uninhabited by day and night for seven or more consecutive days and nights while the premises shall have been left uninhabited.

b) If the Insured shall cause or suffer any material alteration to be made in the premises or anything to be done whereby the risk is increased; change or relax any of the safeguards for securing the premises.

c) To any property insured which shall be removed from the premises in which it is herein stated to be safe so far as is expressly provided for in the Policy or these conditions.

d) To any property the interest of the Insured which shall pass from the Insured otherwise than by will or operation of law; unless in every case the consent of the Company to the continuance of the insurance thereon is obtained and signified by a memorandum made on the Policy by or on behalf of the Company.

## COVERAGE SECTION C

### Money

The Company shall not be liable in respect of any loss:

1. of Money in transit
2. due to robbery, theft, fraud, dishonesty or collusion by any employee or agent of the Insured;
3. or damage insured by any other policy or policies except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this insurance not existed;
4. arising out of shortages due to clerical or accounting errors, omissions, depreciation or direct or indirect consequential loss of any kind;
5. occurring elsewhere than within the premises specified in the Policy;
6. on premises which at the time are closed unless the Money is in a locked cash box or safe or strong-room and all openings (including all doors leading to the safe or strong-room) of the premises are fully secured;
7. from a cash box, safe or strong-room following use of its key(s) or any duplicate thereof belonging to the Insured unless this has been obtained by threat or by violence to the person in custody of the key(s);
8. of Money whilst unattended or due to the use of counterfeit Money;
9. occasioned by loot, sack, spillage or pilferage.
10. resulting from the Insured's voluntarily parting with Money or induced to do so by deception.
11. being the first amount shown in the Schedule as the Excess or Deductible in respect of each and every claim.

## COVERAGE SECTION D

### Public Liability

1. This Policy does not cover liability
  - a) assumed by the Insured by agreement and which would not have attached in the absence of such agreement.
  - b) arising out of earthquake, earth-tremor, volcanic eruption, flood, storm, tempest, typhoon, hurricane, tornado, cyclone or other similar convulsions of nature and atmospheric disturbance.
  - c) arising out of deliberate, willful or intentional non-compliance of any Statutory provision.
  - d) arising out of loss of pure financial nature such as loss of goodwill, loss of market and all consequential financial losses
    - (i) arising out of all personal injuries such as libel, slander, false arrest, wrongful detention, defamation etc., and mental injury, anguish, or shock resulting therefrom.
    - (ii) infringement of plans, copyright, patent, trade name, trade mark, registered design.
  - e) arising out of fines, penalties, punitive or exemplary damages or any other damages resulting from the multiplication of compensatory damages.
2. This Policy does not cover liability for claims arising out of:

- a) The ownership, possession of, use by or on behalf of the Insured of any motor vehicle or trailer for which compulsory insurance is required legislation other than the following:
  - (i) claims caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer;
  - (ii) claims arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any other motor vehicle or trailer;
  - (iii) claims for damage to any bridge, weighbridge, road or anything beneath caused by the weight of any motor vehicle or trailer or of the load carried therein;
  - (iv) claims arising out of any motor vehicle or trailer temporarily in the Insured's custody or control for the purpose of parking.
- b) transportation of materials and/or hazardous/dangerous substances outside Insured's premises
- c) the ownership, possession or use by or on behalf of the Insured of any aircraft, watercraft or hovercraft
- d) damage to property owned, leased or hired or under hire purchase or on loan to the Insured or otherwise in the Insured's care custody or control other than
  - (i) premises (or the contents thereof) temporarily occupied by the Insured for work thereon or other property temporarily in the Insured's possession for work thereon (but no indemnity is granted for damage to that part of the property on which the Insured is working and which arises out of such work).
  - (ii) Employees' and visitors' clothing and personal effects.
  - (iii) premises tenanted by the Insured to the extent that the Insured would be held legally liable in the absence of any specific agreement.
- e) the deliberate conscious or intentional disregard of the Insured's technical or administrative management or the need to take all reasonable steps to prevent claims.
- f) Injury to any person under the contract of employment or apprenticeship with the Insured their contractor(s) and/or Sub-Contractor(s) when such injury arises out of the execution of such contract.
- g) liability more specifically insured elsewhere.
- h) liability arising under any statute based on the doctrine of No-Fault Liability or under the Public Liability Insurance Act 1991.
- i) claims arising out of or in connection with
  - (i) Pollution howsoever caused unless specifically covered
  - (ii) any product

#### **PERILS SPECIFIED**

(Subject always to the General Conditions and General Exclusions and conditions and exclusions of respective Coverage Sections)

#### **COVERAGE SECTION A Fire and Special Perils**

1. Fire Excluding destruction or damage caused to the property insured by
  - a) its own fermentation ,natural heating or spontaneous combustion.
  - b) it's undergoing any heating or drying process.
  - c) burning of property insured by order of any Public Authority.
2. Lightning
3. Explosion/Implosion Excluding loss, destruction of or damage
  - a) to boilers (other than domestic boilers), economizers or other vessels, machinery or apparatus (in which steam is generated) or their contents resulting from their own explosion/implosion,
  - b) caused by centrifugal forces.
4. Aircraft Damage  
Loss, destruction or damage caused by Aircraft, other aerial or space devices and articles dropped therefrom excluding those caused by pressure waves.
5. Riot, Strike and Malicious Damage  
Loss of or visible physical damage or destruction by external violent means directly caused to the property insured but excluding those caused by
  - a) total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.
  - b) permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority.
  - c) permanent or temporary dispossession of any building or plant or unit of machinery resulting from the unlawful occupation by any person of such building or plant or unit or machinery or prevention of access to the same.

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d) burglary, housebreaking, 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 malicious act.

If the Company alleges that the loss/damage is not caused by any malicious act, the burden of proving the contrary shall be upon the Insured.

#### **Terrorism Damage Exclusion Warranty:**

Notwithstanding any provision to the contrary within this insurance it is agreed that this insurance 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 endorsement an act of terrorism means an act, including but not limited to the use of force or violence and / or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.

The warranty also excludes loss, damage, cost or expenses 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 action taken in respect of any act of terrorism.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

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

6. Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation  
Loss, destruction or damage directly caused by Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood or Inundation.
7. Impact Damage  
Loss of or visible physical damage or destruction caused to the property insured due to impact by any rail/ road vehicle or animal by direct contact not belonging to or owned by
  - a) the Insured or any occupier of the premises or
  - b) their employees while acting in the course of their employment.
8. Subsidence and Landslide including Rock slide  
Loss, destruction or damage directly caused by Subsidence of any part of the site on which the property stands or Land slide/Rock slide excluding:
  - a) the normal cracking, settlement or bedding down of new structures
  - b) the settlement or movement of made up ground
  - c) coastal or river erosion
  - d) defective design or workmanship or use of defective materials
  - e) demolition, construction, structural alterations or repair of any property or groundwork's or excavations.
9. Bursting and/or overflowing of Water Tanks, Apparatus and Pipes
10. Missile Testing operations
11. Leakage from Automatic Sprinkler Installations  
Excluding loss, destruction or damage caused by
  - a) repairs or alterations to the buildings or premises
  - b) repairs, Removal or Extension of the Sprinkler Installation
  - c) defects in construction known to the Insured.
12. Bush Fire Excluding loss, destruction or damage caused by Forest Fire.

#### **COVERAGE SECTION B**

##### **Burglary**

1. Burglary or Housebreaking (theft following upon an actual forcible and violent entry of or exit from the premises by the person or persons committing such theft) or Hold-up;
2. Any damage falling to be borne by the Insured done to the premises described in the Schedule hereto following upon or occasioned by an actual forcible and violent entry of or exit from the premises or any attempt thereat by the person or persons committing or attempting to commit such theft.

#### **COVERAGE SECTION C**

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### Money in safe

Loss or damage by any cause not excluded.

### Definition

Money shall mean and include cash, bank notes, currency notes, bank drafts, cheques (whether open or crossed) postal orders, money orders, treasury notes, current postage and revenue stamps.

## COVERAGE SECTION D

### Public Liability

Claims arising out of accidents occurring in the insured premises first made in writing against the Insured during the Policy Period for and/or arising out of Injury and/or Damage but only against claims arising out of or in connection with the Business specified in the Schedule

### Definition

'**Injury**' means death, bodily injury, illness or disease of or to any person;

'**Damage**' means actual and/or physical damage to tangible property;

'**Pollution**' means pollution or contamination of the atmosphere or of any water land or other tangible property;

'**Product**' means any tangible property after it has left the custody or control of the Insured, which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the Insured but shall not mean food and beverages supplied by or on behalf of the Insured primarily to the Insured's employees as a staff benefit.

'**Policy Period**' means the period commencing from the effective date and hour and, terminating at midnight on the expiry date as shown in the Policy Schedule.

'**Accident**' means a fortuitous event or circumstance, which is sudden, unexpected and unintentional including resultant continuous, intermittent or repeated exposure arising out of the same fortuitous event or circumstance.



## Burglary Rider

Attached to and forming part of Policy No. 0600028743 00 00

### RECITAL CLAUSE

Whereas the Insured described in the Schedule hereto has applied to the TATA AIG GENERAL INSURANCE COMPANY (hereinafter called the Company) by a proposal and declaration which is declared to be the basis of this contract and which is deemed to be incorporated herein and has paid the premium stated in the Schedule hereto as consideration for the indemnity hereinafter contained for the Period of Insurance stated in the Schedule hereto.

### OPERATIVE CLAUSE

The Company agrees that if at any time during the said period or during any other period for which the Company may accept payment for the renewal of this Policy:-

- a) The property described in the Schedule hereto or any part thereof shall be lost destroyed or damaged by Burglary or Housebreaking (theft following upon an actual forcible and violent entry of or exit from the premises by the person or persons committing such theft) or Hold-up;
- b) Any damage falling to be borne by the Insured shall be done to the premises described in the Schedule hereto following upon or occasioned by an actual forcible and violent entry of or exit from the premises or any attempt thereat by the person or persons committing or attempting to commit such theft

then the Company will subject to the terms exceptions and conditions contained herein or endorsed hereon pay or make good to the Insured such loss to the extent of the intrinsic value of the property so lost or such damage to the amount so sustained. Provided that the liability of the Company shall in no case exceed in respect of each item the sum expressed in the Schedule hereto to be insured thereon or in the whole the total sum insured hereby.

### EXCEPTIONS

1. This Policy does not cover the following unless specially mentioned in the Schedule and expressly insured by the Policy:-
    - a) Gold or Silver articles, watches, jewellery, precious stones, medals, coins, stamp collections, coin collections, curiosities, sculptures, manuscripts, rare books or documents of any kind.
    - b) Deeds, bonds, bills of exchange, promissory notes, money or securities for money, monetary instruments, stamps, business books or documents, books of accounts, cheques, share certificates, tickets, stamps, plans, patterns, models, moulds, designs, specifications, blue prints, document of title to goods, contracts or other legal documents or documents of any other kind.
    - c) Loss or damage by fire or explosion however caused
    - d) Loss or damage where any inmate or member of the Insured's household or of his business staff or any other person lawfully in the premises is concerned in the actual theft of or damage to any of the articles or premises or where such loss or damage has been expedited or in any way assisted or brought about by any such person or persons.
    - e) Loss or damage caused by wear and tear or gradual deterioration.
    - f) Loss or damage occasioned by loot, sack, spillage or pilferage.
    - g) Consequential loss or damage of any kind
    - h) Unexplained losses, shortages due to error or omissions, losses discovered when making an inventory or a periodic stock taking or loss resulting from the Insured's voluntarily parting with title or possession of any property or induced to do so by deception.
    - i) Theft or attempted theft from yards, gardens, open spaces or out-buildings unless the contents thereof are specifically insured by the Policy.
    - j) (i) Loss or destruction of or damage to any property whatsoever (including a computer) or any loss or expense whatsoever resulting or arising therefrom;
      - (ii) Any legal liability of whatsoever nature;
      - (iii) Any consequential loss directly or indirectly caused by or contributed to by or consisting of or arising from the incapacity or failure of any computer
        - (1) to treat any date before, during or after the year 2000 as the correct date or true calendar date, or correctly or appropriately to recognize manipulate interpret process store receive or to respond to any data or information, or to carry out any command or instruction, in regard to or in connection with any such date or
        - (2) to capture save retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer, being a command which causes the loss of data or the inability to capture save retain or correctly to process such data in regard to or in connection with any such date.
- A computer includes any computer, data processing equipment, microchip, integrated circuit or similar device or any computer software tools operating system or any computer hardware or peripherals and the information or data stored in or on any of the above, whether the property of the Insured or not.
- k) Loss damage or consequential loss directly or indirectly caused by, consisting of, or arising from:
    - (i) any functioning or malfunctioning of the internet or similar facility, or of any intranet or private network or similar facility,
    - (ii) any corruption, destruction, distortion, erasure or other loss or damage to data, software, or and kind of programming or instruction set,
    - (iii) loss of use or functionality whether partial or entire of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic, and any ensuing liability or failure of the Insured to conduct business.

- l) Loss or damage which either in origin or extent or directly or indirectly proximately or remotely, occasioned by or contributed to by or which either in origin or extent directly or indirectly, proximately or remotely, arise out of or in connection with earthquake, volcanic eruption, typhoon hurricane, tornado, cyclone, or other convulsion of nature or atmosphere disturbance, or war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), mutiny, riot, civil commotion, insurrection, rebellion, revolution, conspiracy, military naval or usurped power, martial law or state of siege or any of the events or cause which determine the proclamation or maintenance of martial law or state of siege.

Any loss or damage happening during the existence of abnormal conditions (whether physical or otherwise), directly or indirectly, proximately or remotely, occasioned by or contributed to by or arising out of or in connection with any of the said occurrences shall be deemed to be loss or damage which is not covered by this insurance, except to the extent that the Insured shall prove that such loss or damage happened independently of the existence of such abnormal conditions. In any action, suit or other proceedings, where the Company alleges that by reason of the provisions of this condition any loss or damage is not covered by this insurance, the burden of proving the contrary shall be upon the Insured.

- m) Terrorism Damage Exclusion Warranty : Notwithstanding any provision to the contrary within this insurance it is agreed that this insurance 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 warranty an act of terrorism means an act, including but not limited to the use of force or violence and / or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.

The warranty also excludes loss, damage, cost or expenses 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 action taken in respect of any act of terrorism.

If the Company alleges that by reason of this Exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

- n) Loss or damage directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel nor any consequential loss and for the purpose of this exception combustion shall include any self-sustaining process of nuclear fission directly or indirectly caused by or contribution to by or arising from nuclear weapons material.
- o) Permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
- p) For the amount of the Excess specified in the Schedule ascertained after the application of all other terms and conditions of this Policy including any condition of average (under-insurance)

## 2. This Policy shall cease to attach:-

- a) If the premises shall have been left uninhabited by day and night for seven or more consecutive days and nights while the premises shall have been left uninhabited.
- b) If the Insured shall cause or suffer any material alteration to be made in the premises or anything to be done whereby the risk is increased; change or relax any of the safeguards for securing the premises.
- c) To any property insured which shall be removed from the premises in which it is herein stated to be safe so far as is expressly provided for in the Policy or these conditions.
- d) To any property the interest of the Insured which shall pass from the Insured otherwise than by will or operation of law; unless in every case the consent of the Company to the continuance of the insurance thereon is obtained and signified by a memorandum made on the Policy by or on behalf of the Company.

## CONDITIONS

### 1. Notices and Alterations to the Policy

All notices and communications in relation to this Policy are to be sent to the Company in writing. No receipt for renewal premium is valid except on the official form issued by the Company and no endorsement on this Policy or alteration in the terms thereof is valid unless countersigned by an authorized official of the Company or by an agent acting under Power of Attorney from the Company.

### 2. Claim Notification and Proof of Loss

On the happening of any loss or damage the Insured shall forthwith give notice thereof in writing to the Police and also to the Company detailing the circumstances of the case and shall within seven days after such loss or damage shall have come to the Insured's knowledge and at the Insured's own expense deliver to the Company a claim in writing and containing as particular an account as may be reasonably practicable of all the property lost or damaged and of the amount of the loss or damage in respect thereof respectively having regard to its value at the time of the loss or damage and also of the damage (if any) to the premises.

The Insured shall also produce and give to the Company when where and to whom and in a manner required by the Company and at the Insured's own expense all such books of account, vouchers, invoices, documents, proofs and information as may be reasonably required and the Insured shall be bound to satisfy the Company by such reasonable evidence as the Company may require that the loss or damage claimed for has actually arisen from one of the causes insured against and that the property in respect of which a claim is made is not merely mislaid or missing.

### 3. Fraudulent Claims

The Company shall not be liable to make any payment under this Policy in respect of any if such claim be in any manner fraudulent or supported by any fraudulent statement or device whether by the Insured or by any person on behalf of the Insured nor if the insurance has been continued in consequence of any material mis-statement or the non-disclosure of any material information by or on behalf of the Insured.

### 4. Reinstatement and Repair

The Company at any time before payment of a claim and notwithstanding that an offer of settlement has been made instead of paying the amount of the loss or damage in respect of any property or the premises may make it good by reinstating or replacing any of the property stolen or repairing the premises damaged or such items or part

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thereof as the Company may think fit and paying the amount of the loss or damage in respect of the residue of such property or premises. Provided that if the Company elects to replace any property or reinstate any premises the Company in making good the loss or damage shall not be bound to replace or reinstate such property or premises exactly and completely but only to do so substantially as nearly as circumstances permit and in a reasonably sufficient manner. In case where any of the property or premises are insured elsewhere the Company may join with any other insurance company or insurers in replacing or reinstating the same.

**5. Underinsurance**

If the property hereby insured shall at the time of happening of any loss destruction or damage be collectively of greater value than the sum insured thereon then the Insured shall be considered as being his own insurer for the difference and shall bear rateable proportion of the loss accordingly. Every item if more than one of the Policy shall be separately subject to this Condition.

**6. Prosecution**

The Insured upon becoming aware of any loss or damage in respect of which a claim is or may be made shall take all practicable steps to discover the person by whom the property was stolen or the premises damaged and to prosecute and obtain the conviction of such person for the offence and to trace and recover any property stolen.

**7. Contribution**

If at the time of any loss or damage there shall be any other subsisting insurance against such loss or damage the Company shall not be liable for more than its rateable proportion of such loss or damage.

**8. Subrogation**

The Insured and any claimant under this Policy 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 reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from the parties to which the Company shall be or would become entitled or subrogated upon the paying for or making good 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.

**9. Cancellation**

The Company shall not be bound to accept any renewal premium nor to give notice that such is due and the Company may at any time by notice to the Insured cancel the Policy as after seven days after the date when the Insured shall receive such notice in the ordinary course of post subject and without prejudice to any rights or claims either of the Company or the Insured arising under the Policy prior to that date and the Insured shall be entitled to a return of any premium paid by him after deducting a proportionate part thereof for the part of the year during which the Policy has been in force.

**10. Book-Keeping Warranty**

Warranted that the Insured keeps and during the whole of the currency of this Policy shall keep a complete set of Books, Accounts and Stock Sheets or Stock Books showing a true and accurate record of all business transactions, and Stock in hand, and that such Books, Accounts and Stock Sheets or Stock Books shall be locked in a fire-proof safe or removed to another building at night and at all times when the premises are not actually open for business. This Warranty applies separately to each and every business or branch business. Transfers of goods from one premise to another shall be a business transaction within the meaning of this Warranty. It is further warranted that the said safe shall not contain explosives or other hazardous commodities.

**11. Adequate Protection**

It is further warranted that adequate protection to the doors, windows and all other such openings in the premises are properly maintained during the currency of the Policy.

**12. Damage Entry Warranty**

Further warranted that there shall be actual visible damage caused to the premises or part thereof or connected with violent and forcible entry in the premises.

**13. Protection**

It is a condition precedent to liability under this Policy that:-

- a) all protections in force at the premises at the inception of the cover or subsequently as stipulated by or agreed by the Company shall be in full operation securing the premises, whether the premises are closed for business or left unattended.
- b) any keys for the premises and or intruder alarm systems or safes and /or strong rooms and /or any other secured area or device in which insured property is kept and removed from the premises whenever the premises are closed for business or left unattended.
- c) the Insured maintains the secrecy of codes for the Intruder Alarm Installation to authorised persons and no details of the same are left on.

**14. Reasonable Care**

The Insured shall take all ordinary and reasonable precautions for the safety of the property insured, and shall as far as practicable make use of all locks, bolts, fastenings and other means of securing any safes, strong-rooms and premises in which such property is contained therein. If the property insured shall include items pertaining to a business or profession, the Insured shall keep complete and accurate books of account, and in relation to any merchandise, stock-in-trade or property of a similar nature, the Insured shall keep a complete and accurate record of all business purchases, sales and deliveries in and out of the premises, and such record shall be regularly entered up as soon as such purchases sales or deliveries shall have taken place.

**15. Occupation of premises**

The Company may at any time after the occurrence of damage to the property insured enter upon the premises and take and keep possession of the property concerned and deal with the salvage and this Policy shall be proof of leave and licence for such purpose, and if the Insured or anyone acting on his behalf shall obstruct or prevent the Company from so doing, all benefit under this Policy shall be forfeited.

Upon payment of any claim for loss under this Policy, the property in respect of which the payment is made shall belong to the Company.

No property may be abandoned to the Company.

**16. Reinstatement after settlement of a claim**

All sums which may from time to time be paid by way of indemnity under this Policy in any one Period of Insurance shall be accounted in diminution of the Total Sum Insured so that in case of any subsequent event giving rise to a claim occurring during the same period the total amount payable during that period by the Company shall not in any case exceed the Total Sum Insured. In the event of the property lost, destroyed or damaged being replaced by other property, the Company will at the Insured's

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request extend this insurance by endorsement to include such property upon payment of the appropriate pro-rata additional premium.

#### 17. Arbitration

If any dispute or difference shall arise as to the quantum to be paid under this 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 arbitration 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 the award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained.

#### 18. Terms of the Policy

The due observance of the terms of this Policy by the Insured insofar 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 and declaration shall be conditions precedent to any liability of the Company to make any payment under this Policy. If there shall be any mis-statement in or omissions of a material fact from the information supplied by the Insured whether by the said proposal and declaration or otherwise, this Policy shall be null and void and any premium paid thereon shall be forfeited. No transfer in the interest in this Policy and no waiver of alterations to or change in the terms of this Policy shall be valid unless made in writing and signed by the Company.

### **Section A - Fire and Special Perils- EARTHQUAKE (FIRE AND SHOCK) (when Storm, Tempest, Flood, Inundation perils are insured)**

**Attached to and forming part of Policy No. 0600028743 00 00**

In consideration of the payment by the Insured to the Company of the additional premium, it is hereby agreed and declared that notwithstanding anything stated in the printed Exclusions of this Policy to the contrary, this insurance is extended to cover loss or damage (including loss or damage by fire) to any of the property insured by this Policy occasioned by or through or in the consequence of Earthquake including flood or overflow of the sea, lakes, reservoirs and rivers and/or Landslide / Rockslide resulting there from.

Provided always that all the conditions of this Policy shall apply (except in so far as they may be hereby expressly varied) and that any reference therein to loss or damage by fire shall be (if deemed to apply also to loss or damage directly caused by any of the perils which this insurance extends to include by virtue of this Endorsement.

#### **Special conditions**

1. Deductible as mentioned on the schedule of the policy.
2. This extension cover applies only if the entire property in one complex / compound / location covered under this Policy is extended to cover this risk and the Sum Insured for this extension is identical to the Sum Insured against the risk covered under Policy except for the value of the plinth and foundations of the building(s).
3. Onus of proof  
In the event of the Insured making any claim for loss or damage under this Policy he must (if so required by the Company) prove that the loss or damage was occasioned by or through or in consequence of Earthquake

### **Section A - Fire and Special Perils- AGREED BANK CLAUSE**

**Attached to and forming part of Policy No. 0600028743 00 00**

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 therefor and shall be binding on all the parties insured hereunder.

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 this insurance shall not be invalidated by any act or omission on the part of any other party insured hereunder whereby the risk is increased or by anything being done to upon or any building hereby insured or any building in which the goods insured under the Policy are stored without the knowledge of the Bank provided always that the Bank shall notify the Company of any change of ownership or alterations or increase of hazards not permitted by this insurance as soon as the same shall come to its knowledge and shall on demand pay to the 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

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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.

**Section A - Fire and Special Perils- Impact Damage due to Insured's own Rail/Road Vehicles, Fork lifts, Cranes, Stackers and the like and articles dropped there from.**

**Attached to and forming part of Policy No. 0600028743 00 00**

"In consideration of an additional premium it is hereby agreed and declared that the policy is extended to cover loss and/or damage caused due to impact by direct contact to Insured's property caused by Insured's own Rail/Road Vehicle, Fork lifts, cranes, stackers and the like and articles dropped there from."

**COINSURANCE CLAUSE**

Attached to and forming part of Policy No. 0600028743 00 00

1. It is hereby declared and agreed that insurers named hereunder severally agree and accept the following for the proportion set against its name:
  - 1.1. In event of any claim being admissible by the insurer towards the liability, to pay or make good to the insured the value of the property at the time of the happening of its loss or destruction or the amount of such damage thereto as provided for under the policy and or
  - 1.2. To indemnify the insured against liability at law or damage to any property or injuries to persons as provided for under the policy
2. **Co-insurance Schedule:**

S.No	Name of Insurer	Share %
URN:		
3. **Conditions forming part of this clause**

It is hereby agreed and understood that:

  - 3.1 The Insured in exercise of his option has after having understood the implications, selected the above named lead Insurer and the named Co-insurers vide sr. Nos. of the co-Insurance schedule as in point no. 2 under the policy.
  - 3.2 The duties of insured would devolve upon the authorized intermediary licensed by IRDA (referred to as authorised representative here after) where the insured appoints such authorized intermediary to transact on his behalf with the insurer/s.
  - 3.3 It shall be the responsibility of the insured or his authorised representative licensed by IRDA to decide on the panel of co-insurers and their respective shares of the risk herein as set out in co-insurance share under paragraph 2 above and communicate the same to all such participating co-insurers, prior to assumption of risk.
  - 3.4 The lead Insurer shall finalise the terms and conditions applicable to the risk in the form of an underwriting slip with a unique code to be handed over to the Insured/Authorised intermediary.
  - 3.5 It shall be the responsibility of the insured or his authorized representative to ensure that all insurers listed in the co-insurance schedule under paragraph 2 above, are fully aware of the terms and conditions of this policy and shall secure their unqualified acceptance of such terms and conditions prior to issuance of cover and inclusion of names of insurers in this co-insurance arrangement.
  - 3.6 During the currency of the policy, if there are any material changes in risk or as changes in original terms and conditions such as variation in Sum Insured, changes in premium charged, extension of policy period, etc., the same shall be communicated by the insured or his authorised representative giving sufficient advance notice of 7 days to the leader as well as all other participating co-insurers listed in the co-insurance schedule under paragraph 2 above and procure confirmation thereon. The endorsement to this effect shall be executed by the lead insurer under advice to all other participating co-insurers.
  - 3.7 The liability of the insurers shall in no case exceed in respect of each item of the sum expressed in the set schedule to be insured thereon or in the all, the total sum insured hereby or sums as may be substituted thereof by endorsement.
  - 3.8 In the event of any of the insurers, chosen by the Insured as per paragraph 3.1 above and listed in the co-insurance schedule, withdrawing from participation in this Policy at any time during its currency after giving due notice of 14 days, the insured shall arrange for an alternative insurer to take up the full share of risk vacated by the existing insurer. In the event of insured failing to do so, the insured shall be considered as his own insurer for such share of risk or part there of which is not taken up by such alternative co-insurer.
  - 3.9 In the event of a claim under this policy, the insured shall give notice of its occurrence to the Lead Insurer with a copy to all the insurers as listed in clause 2 above.

- 3.10 Upon receipt of such notification of claim, all claim related activities including appointment of surveyors, etc shall be done by the lead insurer who shall decide the admissibility as well as quantum of the claim and the co-insurers shall abide by the same.
- 3.11 In the event of any claim being value of more than 5 crores the lead insurer can immediately demand and the following co-insurer shall pay the cash call of their proportionate share of loss.
- 3.12 In all other cases, where the Lead Insurer pays 100% of the assessed loss, the following co-insurer/s shall remit their share of the loss to the Lead Insurers within a maximum period of 21 days from the date on which the Lead Insurer makes the demand. Lead Insurer's declaration that the Claim and the amount there of was in accordance with terms and conditions of the Policy issued shall be considered sufficient by the co-insurers for the purpose of remitting their share of the loss to the Lead Insurer.
- 3.13 The co-insurers forming part of this agreement shall be entitled to demand and obtain from the Lead insurer/Intermediaries copies of all policies, endorsements or other claim related documents relevant to this co-insurance clause.

In witness, whereof, this policy has been signed by TATA AIG General Insurance Company (Lead Insurer) for itself and as authorized agents for other participating insurers named herein  
Subject otherwise to the terms, exceptions, conditions and limitations of this policy.

**Section A - Fire and Special Perils - EXPEDITING COSTS**  
**Attached to and forming part of Policy No. 0600028743 00 00**

This Policy covers the reasonable and necessary costs incurred to pay for the temporary repair of insured damage to insured property and to expedite the permanent repair or replacement of such damaged property.

This Additional Coverage does not cover costs:

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

**Section A - Fire and Special Perils - SPRINKLER UP-GRADING COSTS**  
**Attached to and forming part of Policy No. 0600028743 00 00**

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

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

**Section A - Fire and Special Perils - EXPENSES FOR LOSS MINIMISATION**  
**Attached to and forming part of Policy No. 0600028743 00 00**

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

**Section A - Fire and Special Perils-CLAIM PREPARATION COSTS**  
**Attached to and forming part of Policy No. 0600028743 00 00**

The insurance by this Policy extends to include costs reasonably incurred by the Insured in producing and certifying any particulars or details in support of any claim as may be required by the Company in terms of the conditions of the Policy.

**Section A - Fire and Special Perils-COST OF RE-WRITING RECORDS CLAUSE**  
**Attached to and forming part of Policy No. 0600028743 00 00**

The insurance hereby extends to indemnify the Insured the cost, charges and expenses incurred in replacement or restoring documents but only for the value of the material and not for their value to the Insured, which may have been destroyed, damaged, lost, or mislaid.

It is understood that the said documents may consist of deeds, views, agreements, maps, plans, records, books, letters, certificates and the like, but bearer bonds, coupons, bank or currency notes or other negotiable instruments shall deemed to be excluded from this insurance.

It is further understood that the company shall be liable for an amount not exceeding INR\_\_\_\_\_ in aggregate.

**Section A - Fire and Special Perils - COST OF RECOMPILING RECORDS AND CLAIMS**

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**PREPARATION COST**

**Attached to and forming part of Policy No. 0600028743 00 00**

This insurance is hereby extends to cover the following for an amount not exceeding  
INR\_\_\_\_\_ in aggregate.

- a) cost of compiling records but only for the value of the materials used together with the costs for clerical labour expended in producing such records and
- b) reasonable charges incurred by the Insured for producing and certifying any information as may be required by the company under the terms of claim procedure of the policy.

**Section A - Fire and Special Perils-BRANDS AND TRADEMARKS**

**Attached to and forming part of Policy No. 0600028743 00 00**

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

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

**Section A - Fire and Special Perils - IMMEDIATE REPAIRS**

**Attached to and forming part of Policy No. 0600028743 00 00**

It is agreed that in case of loss the Insured, if they so elect, may immediately begin repairs or reconstruction but such work shall at all times be open to supervision by the Insurer and in case of dispute as to the cost of repair and/or reconstruction the loss shall be settled in accordance with the terms of this Policy, the sole object of this Condition being not to deprive the Insured from the use of operating properties which may be necessary to their Business. Evidence of loss to be photographed and if any damaged item are replaced then same to be preserved for inspection by Surveyor.

**Section A - Fire and Special Perils - SEVENTY TWO HOURS CLAUSE**

**Attached to and forming part of Policy No. 0600028743 00 00**

**Windstorm**

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

Each loss by windstorm shall constitute a single claim hereunder; provided, if more than one windstorm shall occur within any period of seventy two (72) hours during the term of this Policy such windstorm shall be deemed to be a single windstorm within the meaning thereof. Official recognised Authority (or as agreed between The Insurer and The Insured) will elect the moment from which each of the aforesaid periods of seventy two (72) hours shall be deemed to have commenced but no two such seventy two (72) hour periods shall overlap.

**Earthquake**

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

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

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

**Flood**

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

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

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

**Section A - Fire and Special Perils - FIRE EXTINGUISHING / FIGHTING EXPENSES**

**Attached to and forming part of Policy No. 0600028743 00 00**

The insurance by each item of this Section extends to include the cost of replenishment and restitution of fire extinguishing appliances and fire detection equipment replacing used sprinkler heads and any specific extinguishment charges levied against the Insured in whole or in part in the process of minimizing destruction or damage incurred hereby.

Insurance is the subject matter of the solicitation. For more details on risk factors, terms and conditions, please read sales brochure carefully before concluding a sale.

TATA AIG General Insurance Company Ltd. Regd. Office: 15th floor, Tower A, Peninsula Business Park, Ganpatrao Kadam Marg, Off Senapati Bapat Marg, Lower Parel, Mumbai- 400 013.

IRDA Registration No.108, CIN No : U85110MH2000PLC128425, PAN : AABCT3518Q, UIN No : IRDAN108CP0012V01201819

Website: www.tataaig.com 24X7 Tollfree Helpline 1800-266-7780 E-mail: customersupport@tataaig.com

**Section A - Fire and Special Perils - PAYMENTS ON ACCOUNT**  
**Attached to and forming part of Policy No. 0600028743 00 00**

Payments on account may be made to the Insured following Damage at the discretion of the Insurer but in no case shall any payment exceed the Insurer's liability for each item in respect of which payment is to be made.

**Section A - Fire and Special Perils - INVOLUNTARY BETTERMENT**  
**Attached to and forming part of Policy No. 0600028743 00 00**

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

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

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

Provided always that

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

**Section B - Burglary - THEFT EXTENSION CLAUSE**  
**Attached to and forming part of Policy No. 0600028743 00 00**

Extended to cover 'theft' but excluding theft committed by or with the connivance of the Employees or hires or agents or representatives or custodians responsible for the insured property or by members of the household of the Insured.

The Company shall in no event be liable for any loss or damage where such loss or damage is:

- discovered during any process of stock taking or inventory reconciliation
- due to non-return of the insured property by the agent/custodian/hirer or any other third party to whom the insured property was given in custody by the Insured or his representative.
- following removal of the insured property from location it is stated as situated
- during or after the occurrence of any fire, riot, strike, earthquake or other convulsion of nature affecting the location where the insured property is situated.
- following the insured property being left unsecured or unattended
- is in excess of the stated limit of indemnity for each and every loss and nor in excess of the stated aggregate limit of indemnity.

**Section B - Burglary - RIOT, STRIKE, MALICIOUS DAMAGE**  
**Attached to and forming part of Policy No. 0600028743 00 00**

Loss of or visible physical damage or destruction by external violent means directly caused to the property insured but excluding those caused by

- a) Total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.
- b) Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority.
- c) Permanent or Temporary dispossession of any building or plant or unit or machinery resulting from the unlawful occupation by any person of such building or plant or unit or machinery or prevention of access to the same.
- d) Burglary, housebreaking, 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 malicious act.

**ACCIDENTAL DAMAGE COVER**

**Attached to and forming part of the Policy No. 0600028743 00 00**

It is hereby agreed that this policy is extended to cover direct loss or damage to the property insured described in the Schedule subject to terms, conditions and exclusions herein.

The limit of indemnity for this extension shall not exceed the limit specified in the Schedule for the period of insurance.

Below exclusions will be applicable to this extension in addition to the policy general exclusions.

1. Loss, destruction or damage to insured property premises caused by change in temperature
2. Loss or damage due to inherent vice, latent defects, moth, insect, vermin, fumes, flaws, fluctuations in atmospheric or climatic condition, the actions of light.

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3. Loss or damage due to breakdown, electrical, electronic and/or mechanical derangement
4. Loss or damage caused by Joint leakage failure of welds, cracking, fracturing, collapse or overheating of boilers economizers, superheaters pressure vessels or any range of steam and feed piping in connection therewith
5. Damage to belts, ropes, chains, rubber tyres, dies, moulds, blades, cutters, knives or exchangeable tools, engraved or impression cylinders or rolls; objects made of glass, porcelain, ceramics, all operating media (e.g. lubricating oil, fuel, catalyst, refrigerant, dewatering) felts, endless conveyor belts or wires; sieves, fabrics, heat resisting and anti-corrosive lining and parts of similar nature, packing material, parts not made of metal (except insulating material) and non-metallic lining or coating of metal parts alone without damage to main equipment
6. Theft and/or any attempts thereat
7. Breakage, cracking, or scratching of crockery, glass, cameras, binoculars, lenses, sculptures, curios, pictures, musical instruments, sports gear, and other similar articles of brittle or fragile nature;
8. Loss indemnifiable by more specific coverage in the policy and its endorsements
9. Property in transit outside insured premises
10. Loss or damage due to collapse, settlement or bedding down, ground heave or cracking of structures or the removal or weakening of support to any insured property.

#### **Cyber Exclusion Clause – NMA 2915**

##### **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 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.

Listed Perils

Fire  
Explosion

##### **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.

##### **N.M.A. 2915**

**Communicable Disease Exclusion clause**  
**Attached to and forming part of Policy No. 0600028743 00 00**

1. Notwithstanding any provision, clause or term of this policy to the contrary, this policy excludes any loss, cost, damage, liability, claim, fines, penalty or expense or any other amount of whatsoever nature, whether directly or indirectly and/or in whole or in part, related to, caused by, contributed to by, resulting from, as a result of, as a consequence of, attributable to, arising out of, arising under, in connection with, or in any way involving (this includes all other terms commonly used and/or understood to reflect or describe nexus and/or connection from one thing to another whether direct or indirect):

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

1.2 a pandemic or epidemic, as declared by the World Health Organisation or any governmental authority.

2. As used herein, Communicable Disease means: any infectious, contagious or communicable substance or agent and/or any infectious, contagious or communicable disease which can be caused and/or transmitted by means of substance or agent where:

2.1 the disease includes, but is not limited an illness, sickness, condition or an interruption or disorder of body functions, systems or organs, and

2.2 the substance or agent includes, but is not limited to, a virus, bacterium, parasite, other organism or other micro-organism (whether asymptomatic or not); including any variation or mutation thereof, whether deemed living or not, and

2.3 the method of transmission, whether direct or indirect, includes but not limited to, airborne transmission, bodily fluid transmission, transmission through contact with human fluids, waste or the like, transmission from or to any surface or object, solid, liquid or gas or between organisms including between humans, animals, or from any animal to any human or from any human to any animal, and

2.4 the disease, substance or agent is such:

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

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

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

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

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

3.2 change in consumer behaviour, or

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

4. For still further avoidance of doubt, loss, cost, damage, liability, claim, fines, penalty or expense or any other amount excluded hereby, includes but is not limited to any cost to identify, clean-up, detoxify, disinfect, decontaminate, mitigate, remove, evacuate, repair, replace, monitor, sanitize or test: (1) for a Communicable Disease or (2) any tangible or intangible property covered by this policy that is affected by such Communicable Disease.

5. It is clarified that (1) no other prior, concurrent or subsequent provision, clause, term or exception of this policy (including (but not limited to) any prior, concurrent or subsequent endorsement and/or any provision, clause, term, buy back or exception that operates, or is intended to operate, to extend the coverage of, or protections provided by, this policy by whatever name called like any coverage extension, additional coverage, global extension, exception to any exclusion); (2) any change in the law, clause or similar provision; (3) any follow the fortunes clause or similar provision; and/or (4) no change in the law or any regulation (to the extent permitted by applicable law), shall operate to provide any reinsurance, coverage or protection under this policy that would otherwise be excluded through the exclusion set forth in this Clause.

6. If the insurer alleges that by reason of this Clause any amount is not covered by this policy the burden of proving the contrary shall rest in the insured.

## **Fire - Capital Additions**

Attached to and forming part of Policy No. 0600028743 00 00

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon that insurance by this policy shall, subject to its terms and conditions extend to cover:

- any newly acquired buildings, machinery and plant in so far as the same are not otherwise insured, and;
- alterations, additions and improvements to buildings, machinery and plant
- during the current period of insurance at any of the premises hereby insured, provided that:
  - at any one situation this cover shall not exceed 5 per cent of the total sums insured on such property;
  - the Insured undertake to give particulars of any such capital additions forthwith and pay such additional premiums as the Insurers may require.

Sub-Limit as specified in Policy Schedule.

## **Fire - Landscaping Cover**

Attached to and forming part of Policy No. 0600028743 00 00

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It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that the Company will pay for the damages to growing plants, shrubs, garden plots and lawns (including rock work and ornamentation and edging pertaining thereto) on locations insured by this Policy and damaged by the operation of any peril not excluded in the Policy. The policy shall reimburse cost of reinstatement of damaged property including expenses necessarily incurred in cleaning, clearing and/or repairing drains, gutters, sewers and the like surrounding and within Buildings.

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

## **Fire - Margin Cover**

Attached to and forming part of Policy No. 0600028743 00 00

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

This is to include fluctuations, which may occur in the values of property under the Policy which are automatically held covered. The premium shall be proportionately increased for the unexpired term of the Policy for the increase in values when such an adjustment becomes applicable

Sub-Limit as specified in Policy Schedule.

## **Fire - Professional Fees:**

Attached to and forming part of Policy No. 0600028743 00 00

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon that, this Policy is extended to cover architects' and surveyors', consultants', legal and other professional fees necessarily incurred in the reinstatement of the property insured consequent upon its damage but not for preparing any claim, it being understood that the amount payable for such fees shall not exceed those authorized under the scale of charges of the respective professional bodies at the time of such damage and that the liability for such damage and fees shall not exceed the aggregate limits of liability as specified in the policy schedule in respect of such property.

Sub-Limit as specified in Policy Schedule.

## **Fire - Valuable Papers & records Cover**

Attached to and forming part of Policy No. 0600028743 00 00

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that the Company shall indemnify the Insured up to the limit of indemnity as specified in the schedule, in respect of physical loss or damage to documents, business books, registered mortgages, bill of lading, and any other document all of which must be of value to the Insured but only for the value of the materials as stationary together with the cost of clerical labour expended in writing up or restoring said documents but not for the value to the Insured of the information contained therein.

Sub-Limit as specified in Policy Schedule.

## **Five Powers War Exclusion (amended to include triggering of NATO Agreement)**

Attached to and forming part of Policy No. 0600028743 00 00

This insurance excludes loss damage liability or expense arising from the outbreak of war (whether there be a declaration of war or not) between any of the following countries: United Kingdom, United States of America, France, Russian Federation and the People's Republic of China. For the avoidance of doubt this exclusion is deemed to encompass the invocation of Collective Defence of NATO as detailed in Article 5 of the The North Atlantic Treaty.

## **Russia, Ukraine and Belarus Exclusion**

Attached to and forming part of policy No. 0600028743 00 00

Excluding all loss, damage, liability or expense directly caused by or arising from or in connection with the current Russia-Ukraine conflict and/or any expansion of such conflict. Also excluded shall be loss, damage, liability or expense where the aforementioned conflict is deemed to be the proximate cause of such loss, damage, liability or expense. This also includes but is not limited to confiscation, expropriation, nationalization, deprivation or restraining in movement of vessels and cargo in the territory of the aforementioned countries.

#### **Sanctions & Limitation Clause**

Attached to and forming part of Policy No. 0600028743 00 00

It is hereby agreed and understood that cover hereunder is not provided and shall not be deemed to be provided and no Insurer shall be liable to make any payment for any claim or provide any benefit hereunder if the provision of such cover, payment of such claim or provision of such benefit may be contrary 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, the Swiss Confederation (Switzerland), Republic of Singapore or the United States of America, and may expose the insurer or it's reinsurer to any such sanction, prohibition or restriction whether such sanction, prohibition or restriction exists at the inception of this policy or comes into existence at any time thereafter.

## GRIEVANCE REDRESSAL POLICY

### Grievance Lodgment Stage

The Company is committed to extend the best possible services to its customers. However, if you are not satisfied with our services and wish to lodge a complaint, please feel free to contact us through below channels:

**Call us** 24X7 toll free helpline 1800 266 7780

**Email us** at customersupport@tataaig.com

**Write to us at :** Customer Support, Tata AIG General Insurance Company Limited

A-501 Building No.4 IT Infinity Park, Dindoshi, Malad (E), Mumbai - 400097

**Visit the Servicing Branch** mentioned in the policy document

### Nodal Officer

Please visit our website at www.tataaig.com to know the contact details of the Nodal Officer for your servicing branch.

After investigating the grievance internally and subsequent closure, we will send our response within a period of 10 days from the date of receipt of the complaint by the Company or its office in Mumbai. In case the resolution is likely to take longer time, we will inform you of the same through an interim reply.

### Escalation Level 1

For lack of a response or if the resolution still does not meet your expectations, you can write to manager.customersupport@tataaig.com. After investigating the matter internally and subsequent closure, we will send our response within a period of 8 days from the date of receipt of your complaint.

### Escalation Level 2

For lack of a response or if the resolution still does not meet your expectations, you can write to the Head-Customer Services at head.customerservices@tataaig.com. After examining the matter, we will send you our response within a period of 7 days from the date of receipt of your complaint. Within 30 days of lodging a complaint with us, if you do not get a satisfactory response from us and you wish to pursue other avenues for redressal of grievances, you may approach Insurance Ombudsman appointed by IRDA under the Insurance Ombudsman Scheme. Given below are details of the Insurance Ombudsman located at various centers.

**List of Insurance Ombudsman Offices**

Office of the Ombudsman	Address & Contact details	Jurisdiction of Office Union Territory, District
AHMEDABAD	Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th Floor, Tilak Marg, Relief Road, Ahmedabad - 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@ecoi.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
BENGALURU	Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru - 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@ecoi.co.in	Karnataka
BHOPAL	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal - 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@ecoi.co.in	Madhya Pradesh Chattisgarh
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar - 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@ecoi.co.in	Orissa
CHANDIGARH	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 - D, Chandigarh - 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email : bimalokpal.chandigarh@ecoi.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh
CHENNAI	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	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).
DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi - 110 002. Tel.: 011 - 23239633 / 23237532 Fax: 011 - 23230858 Email: bimalokpal.delhi@ecoi.co.in	Delhi
GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati - 781001(ASSAM). Tel.: 0361 - 2132204 / 2132205 Fax: 0361 - 2732937 Email : bimalokpal.guwahati@ecoi.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD	Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 65504123 / 23312122 Fax: 040 - 23376599 Email : bimalokpal.hyderabad@ecoi.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.
JAIPUR	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	Rajasthan
ERNAKULAM	Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email : bimalokpal.ernakulam@ecoi.co.in	Kerala, Lakshadweep, Mahe-a part of Pondicherry
KOLKATA	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	West Bengal, Sikkim, Andaman & Nicobar Islands
LUCKNOW	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	Districts of Uttar Pradesh : Laitpur, Jhasi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar

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IRDA Registration No.108, CIN No : U85110MH2000PLC128425, PAN : AABCT3518Q, UIN No : IRDAN108CP0012V01201819

Website: www.tataaig.com 24X7 Tollfree Helpline 1800-266-7780 E-mail: customersupport@tataaig.com

MUMBAI	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	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane
NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253 Email : bimalokpal.noida@ecoi.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh : Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Orailya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghazaiabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur
PATNA	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	Bihar, Jharkhand
PUNE	Bhagwan Sahai Palace , 4th Floor, Main Road, Naya Bans, Sector 15, G.B. Nagar, Noida. NOIDA – 201301 Tel: 0120-2514250/51/53 Email: bimalokpal.noida@gbic.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region

## RECEIPT

Receipt No. : 104301065098653

Receipt Date : 23/01/2024

Policy No : 0600028743 00 00

Received with thanks from GUPTA POWER INFRA. LTD a sum of ₹ **13,60,059.00** ( Rupees Thirteen Lakhs Sixty Thousand Fifty Nine And Paise Zero Only)

Sr. No.	Policy Number	Total Premium (₹)	Utilized from the receipt for policy (₹)	Balance (₹)
1	0600028743 00 00	13,60,059.00	13,60,059.00	0.00

**Note:**

1. This is a computer generated receipt and does not require a signature.
2. Upon issuance of this Receipt, all previously issued temporary receipts, if any, related to this Policy shall be considered null and void.
3. Amounts received by cheque shall be subject to realisation.
4. Any amount received in excess of the Premium is being/shall be refunded by the Company.

**GSTIN : 21AABCT3518Q1Z8 - ORISSA Service Accounting Code : 997137**

Revenue (consolidated) Stamp Duty duly paid vide challan No.LOA/ENF1/CSD/25/2023/5069 date 18/12/2023 for applicable cases.