

Reference No.: 290624106155 Date: Jun 29, 2024



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RAMA CYLINDERS PRIVATE LIMITED SURVEY NO 334 P2 AND 435 VILLAGE BHIMASAR KACHCHH GUJARAT 370240 KACHCHH GUJARAT - 370240 Policy No.: 1003/251534696/02/000

Risk Assumption Letter

Dear RAMA CYLINDERS PRIVATE LIMITED,

Welcome to the ICICI Lombard Family. Thank you for choosing us as your preferred insurance provider.

Please find attached herewith Policy No. 1003/251534696/02/000 which has been issued based on the previous year Policy No. 1003/251534696/01/000 with us and the necessary endorsements (if any) done in the same policy.

Please go through the last year policy, endorsement documents and details provided in the policy document to ensure that they are in order. If you feel that there are any discrepancies/variations, please write to us immediately for the necessary changes/rectification. In the absence of any communication from you in this regard within a period of 15 days of receipt of this letter, we would understand that you have accepted the contents and the coverage to be in accordance with your proposal.

Thank you once again and look forward to a lasting relationship.

Yours sincerely

Gaurav Arora

ICICI Lombard General Insurance Company Ltd

401 & 402, 4th Floor, Interface 11, New Linking Road,

Malad (West), Mumbai - 400 064.

CIN: L672000HI2000PLC129408 Registered Office Address: ICICI Lombard House, 414 Veer Savarkar Marg, Near Siddhi Vinayak Temple, Prabhadevi, Mumbai - 400 025.
 UIN - IRDAN115CP0047V01201920

 Toll free no.
 :
 1800 2666

 Alternate No.
 :
 86552 22666 (chargeable)

 Email
 :
 customersupport@icicilombard.com

 Website
 :
 www.icicilombard.com



Date: Jun 29, 2024

Dispatch Advice Letter

Dear RAMA CYLINDERS PRIVATE LIMITED,

Welcome to the ICICI Lombard Family. Thank you for choosing us as your preferred insurance provider.

Please find attached herewith Policy No. 1003/251534696/02/000 which has been issued based on the previous year Policy No. 1003/251534696/01/000 with us and the necessary endorsements (if any) done in the same policy for the following insured

RAMA CYLINDERS PRIVATE LIMITED SURVEY NO 334 P2 AND 435 VILLAGE BHIMASAR KACHCHH GUJARAT 370240 KACHCHH GUJARAT - 370240

Please go through the details as furnished in the format and also as provided in the policy document to ensure that they are in order. If you feel that there are any discrepancies/variations, please write to us immediately for the necessary changes/rectification. In the absence of any communication from you in this regard within a period of 15 days of receipt of this letter, we would understand that you have accepted the contents and the coverage to be in accordance with your proposal.

Your original policy will be handed over to you shortly by your Relationship Manager/ Agent/ Broker. In case you don't receive it within 10 days then please mail us on info@icicilombard.com stating the endorsement number.

Thank you once again and look forward to a lasting relationship.

Yours sincerely

Gaurav Arora

ICICI Lombard General Insurance Company Ltd

Mailing Address: 401 & 402, 4th Floor, Interface 11, New Linking Road, Malad (West), Mumbai - 400 064. CIN: L67200MH2000PLC129408 Registered Office Address: ICICI Lombard House, 414 Veer Savarkar Marg, Near Siddhi Vinayak Temple, Prabhadevi, Mumbai - 400 025



INDUSTRIAL ALL RISK INSURANCE

SCHEDULE

Insured Details	
Policy No.	: 1003/251534696/02/000
Issued at	: MUMBAI - FORT II
	: RAMA CYLINDERS PRIVATE LIMITED
	: As per annexure I
Mailing Address of the Insured	: SURVEY NO 334 P2 AND 435 VILLAGE BHIMASAR KACHCHH GUJARAT 370240,
	KACHCHH, GUJARAT - 370240
Politically Exposed Person (PEP)/close	relative of PEP: No
Intermediary Details	
	: 200632954098
	: INFINA INSURANCE BROKING PRIVATE LIMITED
	: 9769093675
Agent's/Broker's Email ID	: service@infinainsure.com
Policy Details	
Period of Insurance	: From : 00:00 Hours of Jun 15, 2024
	To : Midnight of Jun 14, 2025
Details of Property Insured	: As per Annexure II
Details of Sum Insured	
Interest Covered	Sum Insured
Section I: Material Damage	
Fire & Allied Perils	: ₹ 90,03,75,000.00
Machinery Breakdown	: ₹65,00,00,000.00
Section II : Business Interruption	'n
Fire Loss of Profit	: ₹ 10,00,00,000.00
Machinery Loss of Profit	: ₹
Add On Covers	
Omission to insured Additions	Alternation or Extensions : ₹ 4,28,75,000.00
Removal of Debris :	₹ 5,00,00,000.00
Architect Surveyors Professio	nals Fees : ₹ 5,00,00,000.00
Premium Computation	
Net Premium	: ₹ 11,50,661.00
Net Premium (rounded off)	: ₹ 11,50,661.00
Total Amount	: ₹ 11,50,661.30
Indomnity Pariod	

Indemnity Period:

As per Annexure - II

Clauses / Conditions / Warranties :

Subject to Clause(s) / Endorsement(s) as attached herewith:

1 IAR02 Agreed Bank Clauses

- 2 IAR04 Designation of Property Clause
- 3 IAR07 Escalation Clause
- 4 IAR10 Architects, Surveyors and Consulting Engineers Fees (in excess of 3% of the claim amount)
- 5 IAR11 Removal of Debris Clause (in excess of 1% of claim amount)
- 6 IAR12 Omission to Insured Addition, Alteration or Extensions

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- Subject to Clause(s) / Endorsement(s) as attached herewith:
- 7 IAR14 Earth quake (Fire & Shock)
- 8 IAR23 Terrorism Exclusion Clause
- 9 IAR27 Coinsurance Clause
- 10 IAR38 Departmental Clause
- 11 IAR43 Specification F Auditor's Clause
- 12 IAR46 Specification-I-Alternative Basis Clause 13 IAR48 Basis of Sum Insured: Difference Basis

Subject to Conditions as mentioned below:

- 1 : Non Disclosure
- 2 : Cessation
- 3 : Cancellation / Termination
- 4 : Claim Notification
- 5 : Limitation Condition
- 6 : Company Authority
- 7 : Condition of Fraud
- 8 : Pro rata Average Condition
- 9 : Arbitration Condition
- 10 : Notification
- 11 : Policy is subject to Reinstatement Value Clause
- 12 : Proper accounts to be maintained at all the times
- 13 : Impact Damage
- 14 : Accidental Damage
- 15 : Spoilage material Damage Stocks
- 16 : Spoilage material Damage Machinery
- 17 : Contamination and co-mingling of stocks- 5,00,00,000
- 18 : Smoke damage
- 19 : Automatic Reinstatement of Sum Insured Clause
- 20 : Capital Addition- 5,00,00,000
- 21 : Molten Metal Clause- Inbuilt or covered upto Rs.5Cr
- 22 : Start up Expenses- 5,00,00,000
- 23 : Shut down Expenses- 5,00,00,000
- 24 : Loss Minimization Expenses- 5,00,00,000
- 25 : Immediate Repairs 5,00,00,000
- 26 : Obsolete Parts 5,00,00,000
- 27 : Waiver of Under Insurance Upto 15%
- 28 : OEM Parts/Equipment Clause 5,00,00,000
- 29 : Deliberate Damage Clause / Intentional Damage 5,00,00,000
- 30 Communicable Disease Exclusion :Notwithstanding any other provision of this Policy to the contrary, this Policy does not : insure any loss, cost, damage or expense, arising out of, attributable to, or occurring concurrently or in any sequence with a communicable diseaseAs used herein, communicable disease means any infectious or contagious substance:1. Including, not limited to, a virus, bacterium, parasite or other organism or any mutation thereof, whether deemed living or not, and2. Regardless of the method of transmission, whether direct or indirect, including, but not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between humans, animals, or from any animal to any human or from any human to any animal, that can cause or threaten damage to human health or human welfare or causes or threatens damage, deterioration, loss of value, marketability or loss of use to tangible or intangible property insured here under. For avoidance of doubt, no coverage extension, additional coverage, global extension, exception to any exclusion or other coverage grant shall afford any coverage that would otherwise be excluded through this exclusion, including but not limited to any closure by public or civil authorities, or any denial of access to Insured Premises, or Customer and or Supplier premises (including service / utility providers) hereunder. For further avoidance of doubt, loss, cost, damage or expense, includes any cost to clean-up, detoxify, remove, monitor or test: (1) for a communicable disease or (2) any tangible or intangible property insured hereunder that is affected by such communicable disease.
- 31 : Additional Custom Duty/Import tax cost / Notional / Deemed Duty / Freight Charges and All Other Incidental Charges Payment Cover-5,00,00,000
- 32 : Cleaning up and other costs- 5,00,00,000
- 33 : Damages to Valuable Documents/ Plan/Precious items/ Books of Accounts, Computer Records, Valuable Papers & records Clause / Cost of Re writing records, including Preparation of Lost records cost.- 5,00,00,000
- 34 : Contracting Purchasers Interest Clause- 5,00,00,000

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- 35 : Expiration Clause- 5,00,00,000
- 36 : Temporary Removal of Stock- 5,00,00,000
- 37 : Temporary Removal of Other Property (P&M) - 5 crores after lapse of 60 days since for 60 days there is an automatic cover upto full sum insured. 5,00,00,000
- 38 : Expediting Cost- 5,00,00,000
- 39 : Involuntary Betterment Clause / Modification cost/Incompatibility expenses for Equipment / Technological upgradation clause- 5,00,00,000
- 40 : Land And Water Contaminant Cleanup, Removal And Disposal- 5,00,00,000
- 41 : Land Improvements- 5,00,00,000
- 42 : Leakage of fire fighting equipment clause- 5,00,00,000
- 43 : Protection & Preservation of Property Clause / Control of damaged property clause / Destruction of undamaged property-5,00,00,000
- 44 : Personal Effects Clause / Property of Employees & Visitors-5,00,00,000
- 45 : Leak Search / finding Cost- 5,00,00,000
- 46 : Pair & Set Clause-5,00,00,000
- 47 : Fire Extinguishing / Fire Fighting & foam expenses
- 48 : Cost of Cleaning Drains- 5,00,00,000
- 49 : Error & Omissions Clause- 5,00,00,000
- 50 : Sue and labour charges- 5,00,00,000
- 51 : Brand/Lable Clause including trademark- 5,00,00,000
- 52 : Automatic Reinstatement- 5,00,00,000
- 53 : Decontamination & Cost of clean up expenses- 5,00,00,000
- 54 : Automatic Hold Cover (Properties In New Locations) cover upto 30 days- 5,00,00,000
- 55 : Building Ordinance, Demolition and Increased Cost of Construction 5,00,00,000
- 56 : Catalysts ,Lining, Refractory And Consumable- 5,00,00,000
- 57 : Plan and Specification clause
- 58 : Property in the course of construction / erection /Minor Works (incl. testing and commissioning) if included as a part of total SI- 5,00,00,000
- 59 : Unoccupancy Clause Only Clause No Limit
- 60 : Destruction of Salvage / Disposal of Salvage- 5,00,00,000
- 61 : Green Clause As per Surveyor recommendation
- 62 : Non Invalidation Clause- Only Clause No Limit
- 63 : Acquired Companies Clause- Only Clause No Limit
- 64 : Lawns, Plants, Shrubs or Trees if included as a part of total SI Involuntary Betterment Clause
- 65 : Sprinkler upgrading costs, if caused due to insured peril in aggregate of Sum Insured of 5,00,00,000
- 66 : Vehicle Load Clause 5,00,00,000
- 67 : Water & Smoke Damage Extension 5,00,00,000
- 68 : Waiver of FIR (First Information Report) for claims upto Rs.5lacs
- 69 : Spoilage Material Damage Cover (Stock and Machinery)
- 70 : Spontaneous Combustion
- 71 : 72 Hr Clause for major AOG perils
- 72 : Goods Held In Trust Clause
- 73 : On Account Payment To be mutually agreed before binding of the quote
- 74 : Waiver of Subrogation Only Clause No Limit
- 75 : Loss Payee Clause Only Clause No Limit
- 76 : Nominated Loss Adjusters To be mutually agreed before binding of the quote
- 77 : Professional Fees 5,00,00,000
- 78 : Accounts Receivable To be mutually agreed before binding of the quote
- 79 : Primary & non-contributory clause/Waiver of contribution
- 80 : Damages to Underground Services- 5,00,00,000

Deductibles:

As per Annexure - III

Subject to Special Conditions as mentioned below:

Excess : 1) Excess - MD Section -

Policies having Sum Insured upto INR 100 Cr per location for PD & BI - Material Damage - 5% of claim amount subject to a minimum of 5 lakhs

Policies having Sum Insured above INR 100 Cr and up to INR 1500 cr per location for PD & BI - Material Damage - 5% of claim amount subject to a minimum of 10 lakhs.Policies having Sum Insured above INR 1500 Cr and up to INR 2500 cr per location:5% of claim amount subject to a minimum of 25 lakhs for each and every loss.

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2) Excess - BI Section - FLOP - 7 Days of Standard Gross profit.

MLOP - Not Opted"Difference Basis clause Auditor's fee Interdependancy

Un-named Supplier's Premises Extension: Cover shall hold good for unnamed Suppliers located in India, for a maximum limit of 10% of the Business Interruption Sum Insured subject to maximum of INR 500 Crores any one loss / aggregate. Coverage restricted to FLEXA perils only. No cover for unnamed Suppliers located overseas. Coverage is restricted to Suppliers upto first tier or direct Suppliers only.

Failure of Public utility of Electricity, Water Supply, Gas: - (Maximum Indemnity Period 60 days - Waiting Period 24 hours (Franchise). Cover shall hold good for a maximum limit of 17% of the Business Interruption Sum Insured. Coverage is restricted upto first tier or direct Utilities only. Name and address of the service provider to be provided.Prevention of access with a maximum limit of 4 weeks (over and above the policy time excess) and within a maximum radius of five kilometers from the Insured; s premises and only inland.

Nominated Loss Adjusters -To be mutually agreed before binding of the quote ¿ Need to Connect with Claim team required list of Surveyor details Waiver of FIR (First Information Report) for claims up to Rs.5lacs ¿ Ok Up to 50,000 /-

Subject to Warranties as mentioned below:

· Policy shall stand canceled ab intio in the event of non-realization of the premium

Co-insurance Details

S No.	Name of the Co-insurer	Share in%	Туре
1	ICICI LOMBARD	60	LEADER
2	GODIGIT	20	FOLLOWER
3	RELIANCE	10	FOLLOWER
4	SBI GIC	10	FOLLOWER
GSTIN No.	: 27AAACI7904G1ZN		
Place of Busi	iness: 414, ICICI Lombard House Veer Sawarka	ar Marg Mumbai-Prabhadevi Maharasht	tra 400025
Category	Category : General Insurance Business Services 997137.		

The stamp duty of ₹ 0.50 paid in cash or by demand draft or by pay order, vide Reciept / Challan No. CSD0220242018 dated Apr 10, 2024.

Subject otherwise to terms and conditions of Industrial All Risk Insurance Policy.

Signed for and on behalf of the ICICI Lombard General Insurance Company Limited, at Mumbai on Jun 28, 2024.

Gaurav Arora

ICICI Lombard General Insurance Company Ltd

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Annexure - I

HYPOTHECATION DETAILS

Attached to and forming a part of Policy No. : 1003/251534696/02/000

Name of the Insured:RAMA CYLINDERS PRIVATE LIMITED

S No. Name of the Financer

- 1 State Bank of India (SME backbay reclamation branch)
- 2 Axis Bank (fort Branch)

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Annexure - II

DETAILS OF PROPERTY INSURED

Attached to and forming a part of Policy No. : 1003/251534696/02/000

Location of Risk 1 : PLOT NO. 629 TO 637, NEW AREA SECTOR 4, KANDLA SEZ FREE TRADE ZONE, KUTCH, GANDHIDHAM, KACHCHH, GANDHIDHAM GUJARAT, GUJARAT KANDLA 370230 Occupancy 1

: INDUSTRY / MANUFACTURING RISK

Sections	Sum Insured
Building (With Plinth and Foundation)	₹20,00,00,000.00
FLOP Sum Insured	₹10,00,00,000.00
Furnitures, Fixtures and Fittings	₹25,00,000.00
Others (Excluding Stock)	₹50,00,000.00
Plant & Machinery	₹65,00,00,000.00
Total Sum Insured	₹1,00,03,75,000.00

Description of Block(s)

Engineering Workshop - Structural Steel fabricators, Sheet Metal fabricators Furnace / cold rolling

Details of Add on Covers applicable to above mentioned Risk Location

FLOP Basic Cover	₹10,00,00,000.00
Fire Basic Cover	₹90,03,75,000.00
MB Basic Cover	₹65,00,00,000.00
Earthquake Cover	₹90,03,75,000.00
Escalation	₹4,28,75,000.00

Subject to Conditions as mentioned below:

Indemnity Period:

Indemnity Period for FLOP	:	12 Months
Indemnity Period for MLOP	:	0 Months

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Annexure - III

DEDUCTIBLE

Attached to and forming a part of Policy No. : 1003/251534696/02/000

Policies having Sum Insured upto INR 100 Cr per location for Material Damage (MD) & Business Interruption (BI)

MATERIAL DAMAGE	5% of claim amount subject to minimum of INR 500,000/- in respect of each and every claim	
FIRE LOSS OF PROFIT (FLOP)	7 Days Standard Gross Profit	
MACHINERY LOSS OF PROFIT	14 Days Standard Gross Profit	

Policies having Sum Insured above INR 100 Cr and upto INR 1,500 Cr per location for Material Damage (MD) & Business Interruption (BI)

MATERIAL DAMAGE	5% of claim amount subject to minimum of INR 1,000,000/- in respect of each and every claim	
FIRE LOSS OF PROFIT (FLOP)	7 Days Standard Gross Profit	
MACHINERY LOSS OF PROFIT	14 Days Standard Gross Profit	

Policies having Sum Insured above INR 1500 Cr and upto INR 2,500 Cr per location for MD & BI

MATERIAL DAMAGE	5% of claim amount subject to minimum of INR 2,500,000/- in respect of each and every claim
FIRE LOSS OF PROFIT (FLOP)	7 Days Standard Gross Profit
MACHINERY LOSS OF PROFIT	14 Days Standard Gross Profit

For Occupancy of All Power Plants / Steel Plant (other than Solar & Wind Power Plant) having Sum Insured above INR 500 Cr per location for MD & BI

MATERIAL DAMAGE	5% of claim amount subject to minimum of INR 12,500,000/- in respect of each and every claim	
FIRE LOSS OF PROFIT (FLOP)	30 Days Standard Gross Profit	
MACHINERY LOSS OF PROFIT	45 Days Standard Gross Profit	

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INDUSTRIAL ALL RISK INSURANCE

Section I - MATERIAL DAMAGE

In consideration of the Insured paying to the Company, the premium shown in the Schedule, the Company agrees (subject to the terms, conditions and exclusions contained herein or endorsed or otherwise expressed hereon, which shall so far as the nature of them respectively will permit be deemed to be conditions precedent to the right of the Insured to recover hereunder) that if after payment of the premium any of the property insured be accidentally physically lost, destroyed or damaged other than by an excluded cause during the period of insurance or any subsequent period in respect of which the Insured shall have paid and the Insurer shall have accepted the premium required for the renewal of this Policy, the Insurer will pay to the Insured the value of the property at the time of the happening of its accidental, physical loss or destruction or damage (being hereinafter termed Damage) or at its option reinstate or replace such property or any part thereof.

Provided that the liability of the Insurer in respect to any one loss or in the aggregate in any one period of insurance shall in no case exceed:

- i. As regards building, plants and machinery, furniture, fixture, fittings etc., the cost of replacement or reinstatement on the date of replacement or reinstatement subject to the maximum liability being restricted to the sum insured in respect of that category of the item under the Policy.
- ii. As regards stocks, the market value of the same not exceeding the sum insured in respect of that category of item under the Policy.

EXCLUSIONS

A Excluded Causes

- 1 This Policy does not cover damage to the property insured caused by:
 - i. a. Faulty or defective design, materials or workmanship, inherent vice, latent defect, gradual deterioration, deformation, or distortion or wear and tear.
 - b. Interruption of the water supply, gas, electricity or fuel systems or failure of the effluent disposal systems to and from the premises.

Unless damage by a cause not excluded in the Policy ensues and then the Insurer shall be liable only for such ensuing damage.

- ii. a. Collapse or cracking of buildings
 - b. Corrosion, rust, extremes or changes in temperature, dampness, dryness, wet or dry rot, fungus, shrinkage, evaporation, loss of weight, pollution, contamination, change in colour, flavor, texture or finish, action of light vermin, insects, marring or scratching.

Unless such loss is caused directly by damage to the property insured or to premises containing such property by a cause not excluded in the Policy.

iii. a. Larceny

4

- b. Acts of fraud or dishonesty
- c. Disappearance, unexplained or inventory shortage, misfiling or misplacing of information, shortage in supply or delivery of materials or shortage due to clerical or accounting error.
- iv. a. Coastal or river erosion
 - b. Normal settlement or bedding down of new structures

2 Damage caused by or arising from:

- i. Any wilful act or wilful negligence on the part of the Insured or any person acting on his behalf
- ii. Cessation of work, delay or loss of market, or any other consequential or indirect loss of any kind or description whatsoever.
- 3 Damage occasioned directly or indirectly by or through or in consequence of any of the following occurrences, namely:
 - i. War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) civil war
 - ii. Mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power.

In any action, suit or other proceeding where the Insurer alleges that by reason of the provisions of Exclusion A3 (i) and (ii) above, any loss, destruction or damage is not covered by this insurance the burden of proving that such loss destruction or damage is covered shall be upon the Insured.

- i. Permanent or temporary dispossession resulting from nationalization commandeering or requisition by any lawfully constituted authority
 - ii. Permanent or temporary dispossession of any building resulting from the unlawful occupation of such building by any person

Provided that the Insurers are not relieved of any liability to the Insured in respect of damage to the property insured occurring before dispossession or during temporary dispossession which is otherwise insured by this Policy

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CICI Lombard

iii. The destruction of property by order of any public authority.

- 5 Damage directly or indirectly caused by or arising from or in consequence of or contributed by:
 - i. Nuclear weapons material
 - ii. lonizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this exclusion, combustion shall include any self-sustaining process of nuclear fission.

B EXCLUDED PROPERTY

This Policy does not cover:

- 1 Money, cheques, stamps, bonds, credit cards, securities of any description, jewellery, precious stones, precious metals, bullion, furs, curiosities, rare books or work of art, unless specifically mentioned as insured by this Policy.
- ² Unless specifically mentioned as insured by this Policy, goods held in trust or on commission, documents, manuscripts, business books, computer systems, records, patterns, models, moulds, plans, designs, explosives.
- 3 i. Vehicles licensed for road use (including accessories thereon), caravans, trailers, railway locomotives or rolling stock, watercraft, aircraft or the like.
 - ii. Property in transit, other than within the premises specified in the Schedule.
 - iii. Property or structures in course of demolition, construction, or erection and materials or supplies in connection therewith.
 - iv. Land (including top-soil, back-fill, drainage or culverts), driveways, pavements, roads, runways, railway lines, dams, reservoirs, canals, rigs, wells, pipelines, tunnels, bridges, docks, piers, jetties, excavations, wharves, mining property, underground off-shore property unless specifically covered.
 - v. Livestock, growing crops or trees.
 - vi. Property damaged as a result of its undergoing any process.
 - vii. Property undergoing alteration repair testing installation or servicing, including materials and supplies therefor if directly attributable to the operation of work being performed thereon unless, damage by a cause not otherwise excluded ensues and then, the Insurer will be liable only for such ensuing loss.
 - viii.Property more specifically insured.
 - ix. Property insured if removed to any building or place other than in which it is herein stated to be insured, except machinery and equipments temporarily removed for repairs, cleaning, renovation or other similar purpose for a period not exceeding 60 days.
 - X. Damage to property which at the time of the happening of such 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.

DEDUCTIBLES

This Policy does not cover the deductibles stated in the schedule in respect of each and every loss, as ascertained after the application of all other terms and conditions of the Policy, including any condition of Average.

Warranted that during the currency of the Policy, the Insured shall not effect insurance in respect of the amount of the deductibles stated in the schedule.

GENERAL CONDITIONS

- 1. This policy shall be voidable in the event of misrepresentation, mis-description or non disclosure of any material particular.
- 2. All insurances under this Policy shall cease on expiry of 7 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 a peril not excluded by this Policy or such loss or damage 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.

- 3. 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:
 - i. if the trade or manufacture carried on be altered, or if the nature of the occupation 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.
 - ii. if the building insured or containing the insured property becomes unoccupied and so remains for a period of more than 30 days.
 - iii. if the interest in the property passes from the insured otherwise than by will or operation of law.

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- 4. This insurance may be terminated at any time at the request the Insured, in which case the Company will retain the premium at customary short period of 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.
- 5. i. 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, 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 fire 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 declaration on oath or in other legal form of the truth of the claims and of any connected therewith.

- No claim under this policy shall be payable unless the terms of this condition have been complied with. ii. In no case whatsoever shall the Company be liable for any loss or damage after the expiration 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 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 be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
- 6. On the happening of loss or damage to any of the property insured by this policy, the Company may
 - i. Enter and take and keep possession of the building or premises where the loss or damage has happened.
 - ii. 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.
 - iii. Keep possession of any such property and examine, arrange, remove or otherwise deal with the same.
 - iv. 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.

- 7. 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 willful act, or with the connivance of the Insured, all benefits under this Policy shall be forfeited.
- 8. If the Company at its option, reinstates or replaces 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 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, specification, 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.

9. If the property hereby insured shall, at the time of reinstatement/ replacement/ repair following a loss or damage indemnifiable under the Policy, be of greater value than the sum Insured under the Policy, then the Insured shall be

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considered as being his own insurer for the difference and shall bear a rateable proportion of loss.

Each item of the Policy to which this condition applies shall be separately subject to the foregoing provisions.

- Provided however that if the said sum insured in respect of such item(s) of the Schedule shall not be less than 85% (Eighty Five percent) of the value of the item(s) thereat, this condition shall be of no purpose and effect.
- 10. 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.
- 11. 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.
- 12. 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 hereinbefore 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.

- 13. Every notice and other communication to the Company required by these conditions must be written or printed.
- 14. 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. Thus, continuous cover to the full extent will be available not withstanding 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

15. Grievance Clause

For resolution of any query or grievance, Insured may contact the respective branch office of the Company or may call toll free no. 1800-2666 or may approach us at the sub section "Grievance Redressal" on our website www.icicilombard.com (Customer Support section). However, if the resolution provided by us is not satisfactory you may approach Insurance Regulatory and Development Authority (IRDA) through the Integrated Grievance Management Section (IGMS) or IRDA Grievance Call Centre (IGCC) at their toll free no.155255.

16. Communicable Disease Exclusion [Clause]

- 1. Notwithstanding any provision, clause or term of this [insurance Contract] to the contrary, this [insurance Contract] 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):
 - 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.
- 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,

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systems or organs, and

- 2.2 the substance or agent includes, but is not limited to, a virus, bacterium, parasite, other organism or other micro-organism (whether asymptomatic or not); including any variation or mutation thereof, whether deemed living or not, and
- 2.3 the method of transmission, whether direct or indirect, includes but not limited to, airborne transmission, bodily fluid transmission, transmission through contact with human fluids, waste or the like, transmission from or to any surface or object, solid, liquid or gas or between organisms including between humans, animals, or from any animal to any human or from any human to any animal, and
- 2.4 the disease, substance or agent is such:
 - 2.4.1 that causes or threatens damage or can cause or threaten damage to human health or human welfare, or
 - 2.4.2 that causes or threatens damage to or can cause or threaten damage to, deterioration to, contamination of, loss of value of, loss of marketability of or loss of use or usefulness of, tangible or intangible property.

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

- 3. For further avoidance of doubt, any contingent or other business interruption loss, cost, damage, loss of income, loss of use, increased cost of working and/or extra expense arising out of or attributable to:
 - 3.1 any partial or complete closure of and/or slowdown in, including but not limited to any closure by or under the advisories of public, military, government or civil authorities, or any denial of access to insured premises, or customer and or supplier premises (including service/ utility providers), or
 - 3.2 change in consumer behaviour, or
 - 3.3 an absence of infected employees or employees suspected of being infected shall not be covered by this [insurance Contract].
- 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 [insurance Contract] 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 [insurance Contract] (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 [insurance Contract] 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 insurance, coverage or protection under this [insurance Contract] that would otherwise be excluded through the exclusion set forth in this [Endorsement][Clause].
- 6. If the [insurer] alleges that by reason of this [Endorsement][Clause] any amount is not covered by this [insurance Contract] the burden of proving the contrary shall rest in the [insured].

SPECIAL CONDITIONS TO SECTION I

1. Sums Insured

It is a requirement of this Insurance that the sums insured stated in the Schedule shall not be less than the cost of reinstatement as if such property (except for stocks) were reinstated on the first day of the Period of Insurance, which shall mean the cost of replacement of the insured items by new items in a condition equal to but not better or more extensive than its condition when new.

2. Basis of Loss Settlement

In the event of any loss, destruction or damage the indemnification under this section shall be calculated on the basis of the reinstatement or replacement of the property lost, destroyed or damaged, subject to the following provisions:

i. Reinstatement or replacement shall mean:

- a) where property is lost or destroyed, the rebuilding of any buildings or the replacement of any other property by similar property, in either case in a condition equal to but not better or more extensive than its condition when new
- b) where property is damaged, the repair of the damage and the restoration of the damaged portion of the property to a condition substantially the same as but not better or more extensive than its condition when new.

ii. Special Provisions

a) The work of reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Insurers not being thereby increased) must be commenced and carried out within

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12 months after the destruction or damage; otherwise, no payment beyond the amount which would have been payable under the Policy if this special provision had not been incorporated herein shall be made.

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- b) Where any property is lost, destroyed or damaged in part only, the liability of the Insurers shall not exceed the sum representing the cost, which the Insurers could have been called upon to pay for reinstatement if such property had been wholly destroyed.
- c) Until the cost of reinstatement or replacement shall have been actually incurred, the amount payable under each of the items shall be calculated on the basis of the actual cash value of such items immediately before the loss, destruction or damage with due allowances for depreciation for age, use and condition.

3. Debris Removal

This Policy covers the necessary expense for removal of debris of insured property from the described premises as a result of physical loss, destruction or damage, insured against under this Policy.

The Company's total liability for debris removal is limited to the amount entered in the Schedule.

SECTION II - BUSINESS INTERRUPTION

The Insurers agree that if during the period of insurance, the business carried on by the Insured at all the premises specified and listed in the Schedule is interrupted or interfered with, in consequence of loss, destruction or damage indemnifiable under Section I, then the Insurers shall indemnify the Insured for the amount of loss as hereinafter defined resulting from such interruption or interference, provided that the liability of the Insurers, in no case, exceeds the total sum insured or such other sum as may hereinafter be substituted therefor by Endorsement, signed by or on behalf of the Insurers.

SPECIAL EXCLUSIONS TO SECTION II:

- 1. This Policy does not cover loss resulting from interruption of or interference with the business, directly or indirectly attributable to:
 - i. any restrictions on reconstruction or operation imposed by any public authority
 - ii. the Insured's lack of sufficient capital for timely restoration or replacement of property lost, destroyed or damaged.
 - iii. loss of business due to causes such as suspension, lapse or cancellation of a lease, licence or order etc. which occurs after the date when the items lost, destroyed or damaged are again in operating condition and the business could have been resumed, if said lease, license, order etc, had not lapsed or had not been suspended or cancelled.
 - iv. damage to boilers, economizers, turbines or other vessels, machinery or apparatus, in which pressure is used or their contents resulting from their explosion or rupture.
 - v. electronic installations, computers and data processing equipment.
 - vi. damage resulting from:
 - a. Deliberate erasure, loss, distortion or corruption of information on computer systems or other records programs or software.
 - b. Other erasure, loss, distortion or corruption of information on computer systems or other records, programs of software, unless resulting from fire, lightning, explosion, aircraft, impact by any road vehicle or animals, earthquake, hurricane, windstrom, flood, bursting, overflowing, discharging or leaking of water tanks apparatus or pipes in so far as it is not otherwise excluded:

unless caused by damage to the machine or apparatus, in which the records are mounted.

- vii. mechanical or electrical breakdown or derangement of machinery or equipment.
- 2. This Policy does not cover the deductible stated in the Schedule to be borne by the Insured.

BASIS OF INSURANCE:

The cover provided under this Section shall be limited to loss of Gross Profit due to (a) Reduction in Turnover and (b) Increase in Cost of Working and the amount payable as indemnity hereunder shall be:

i. In respect of Reduction in Turnover:

The sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall fall short of the Standard Turnover in consequence of the loss, destruction or damage.

ii. in respect of Increase in Cost of Working:

The additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the Reduction in Turnover, which but for that expenditure, would have taken place during the Indemnity Period in consequence of loss, destruction or damage, but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided,

Less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the business payable out of Gross Profit as may cease or be reduced, in consequence of loss, destruction or damage.

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

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DEFINITIONS:

1. Gross Profit

The amount by which:

i. The sum of the amount of the Turnover and the amount of the closing stock and work in progress shall exceed

ii. The sum of the amounts of the opening stock and work in progress and the amount of the uninsured Working Expenses. **Note:** The amounts of the opening and closing stocks and work in progress shall be arrived at in accordance with the Insured's normal accountancy methods, due provisions being made for depreciation.

2. Uninsured Working Expenses

The following variable expenses of the business are not covered by this policy:

- i. Turnover and purchase taxes
- ii. Purchases (less discounts received)
- iii. Carriage, packing and freight.

3. Turnover

The money (less discounts allowed) paid or payable to the Insured for goods sold and delivered and for services rendered, in the course of the business at the Premises.

4. Indemnity Period

The period beginning with the occurrence of loss, destruction or damage and ending not later than the maximum Indemnity Period thereafter, during which the results of the business shall be affected in consequence thereof. Provided always that the Company is not liable for the amount equivalent to the rate of gross profit applied to the standard turnover during the period of Time Exclusion of number of days as stated in the Schedule.

5. Rate of Gross Profit

The Rate of Gross Profit earned on the turnover during the financial year immediately before the date of loss, destruction or damage.

6. Annual Turnover

The Turnover during the twelve months immediately before the date of loss, destruction or damage.

7. Standard Turnover

The Turnover during the period in the twelve months immediately before the date of loss, destruction or damage, which corresponds with the Indemnity Period, appropriately adjusted where the indemnity period exceeds twelve months, to which such adjustments shall be made as may be necessary to provide for the trend of business and for variations in or other circumstances affecting the business, either before or after loss, destruction or damage or which would have affected the business, had the loss, destruction or damage not occurred, so that the figures thus adjusted shall represent, as nearly as may be reasonably practicable, the results which, but for the loss, destruction or damage would have been obtained during the relative period after the loss, destruction or damage.

PROVISIONS:

Memo 1 - Benefits from Other Premises

If, during the indemnity period, goods are sold or services are rendered elsewhere than at the premises for the benefit of the Business either by the Insured or by others acting on his behalf, the money paid or payable in respect of such sales, or services shall be taken into account in arriving at the Turnover during the Indemnity Period.

Memo 2 - Return of Premium

If the Insured declares at the latest nine months after the expiry of any Policy Year that the Gross Profit earned during the accounting period of twelve months, most nearly concurrent with any period of insurance, was less than the sum insured thereon, a pro-rata return of premium, not exceeding one third of the premium paid on such sum insured for such period of insurance shall be made in respect of difference.

If any loss, destruction or damage has occurred giving rise to a claim under this Policy, such return shall be made in respect only of so much of said difference, as is not due to such loss, destruction or damage.

ADD ON COVERS:

IAR 04 DESIGNATION OF PROPERTY CLAUSE:

For the purpose of determining, where necessary, the item under which any property is insured, the insurers agree to accept the designation under which the property has been entered in the insured's books.

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IAR 14 Earthquakes (Fire and Shock)

If option to delete STFI peril is exercised

"In consideration of the payment by the Insured to the Company of the sum> of 1,320.00 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 earthquake including Landslide / Rockslide resulting therefrom but excluding flood or overflow of the sea, lakes, reservoirs and rivers caused by Earthquake.

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 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."

If option to delete STFI peril is not exercised

"In consideration of the payment by the Insured to the Company of the sum of 1,320.00 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 consequence of earthquake including flood or overflow of the sea, lakes, reservoirs and rivers and/or Landslide / Rockslide resulting therefrom.

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 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. Excess clause
- As specified in the policy schedule
- 2. Extension cover shall be granted only if the entire property in one complex/ compound/ location covered under the 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 main policy except for the value of the plinth and foundations of the building(s).
- 3. Onus of proof

In the e ge was occasioned by or through or in consequence of earthquake.

IAR23 Terrorism Damage Exclusion Warranty

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

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

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

IAR 27 Co-Insurance Clauses

It is hereby agreed and declared that the Insurers named hereunder severally and jointly agree each for the proportion set against thereto to pay/ make good to the Insured the actual loss or damage to the property insured arising form the perils covered.

Provided That:

The liability of the Insurers shall in no case exceed in respect of each item of the sum Insured thereon or in whole, the total sum Insured herby or such other sum or sums as may be substituted thereof by Endorsement.

The liability of the Insurers individually in respect of such loss or damage shall be limited to the proportion set against its name or such other proportion as may substituted thereof by Endorsement.

IAR 38 Departmental Clause

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If the business be conducted in departments, the independent trading results of which are ascertainable, the provision of Clauses (a) and (b) of item 1 of Turnover/ Output Basis clause shall apply separately to each department affected by the damage except that if the Sum Insured by the said item be less than the aggregate of the sum produced by applying the Rate of Gross Profit for each department of the business (whether affected by the damage or not) to the relative Annual

IAR 43 SPECIFICATION F - AUDITORS' CLAUSE (Modifying the Company's liability under Condition 3)

The insurance this extension is limited to the reasonable charges payable by the Insured to their Auditors for producing and certifying any particulars or details contained in the Insured's books of account or other business books or documents or such other proofs, information or evidence as may be required by the company under the terms of condition 3 of this Policy. Any particulars or details contained in the Insured's books of account or other business books or documents, which may be required by the company under the terms of condition 3 of this Policy. Any particulars or details contained in the Insured's books of account or other business books or documents, which may be required by the company under Condition 3 of this Policy for the purpose of investigating or verifying any claim hereunder, may be produced and certified by the Insured's Auditors and their certificate shall be prima facie evidence of the particulars and details to which such certificate relates.

IAR 46 SPECIFICATION-I-ALTERNATIVE BASIS CLAUSE

"It is agreed and declared that, whenever found necessary, the term OUTPUT may be substituted for the term TRUNVOER and for the purposes of this policy OUTPUT shall mean the sale value of goods manufactured by the INSURED in the course of the business at the premises.

Provided that:

Only one such meaning shall be operative in connection with any one occurrence involving damage (as within defined) If the meaning set out above be used, memo No. 1 shall be altered to read as follows:

MEMO 1: If during the INDEMNITY PERIOD goods shall be manufactured other than at the premises for the benefit of the business either by the Insured or by others on the Insured's behalf, the sale value of the goods so manufactured shall be brought into account in arriving at the OUTPUT during the INDEMNITY PERIOD.

IAR 48 SPECIFICATION C - DIFFERENCE BASIS

Item No. Sum Insured

1. On Gross Profit

Total Sum Insured As specified in the schedule for FLOP

The insurance under item no. 1 is limited to loss of Gross Profit due to (a) REDUCTION IN TURNOVER and (b) INCREASE IN COST OF WORKING and the amount payable as indemnity thereunder shall be:

- (a) In respect of Reduction in Turnover: the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall, in consequence of the damage fall short of the Standard Turnover.
- (b) In respect of Increase in Cost of Working: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover, which but for that expenditure would have taken place during the Indemnity Period in consequence of the damage, but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided.

Less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the business payable out of Gross Profit as may cease or be reduced in consequence of the damage.

Provided that if the sum Insured by this item be less than the sum produced by applying the Rate of Gross Profit to * the Annual Turnover, the Amount payable shall be proportionately reduced.

* Insert the appropriate multiple if the Indemnity Period exceeds 12 months

Departmental Clause:

If the business be conducted in departments, the independent trading results of which are ascertainable, the provision of Clauses (a) and (b) of item 1 shall apply separately to each department affected by the damage except that if the sum Insured by the said item be less than the aggregate of the sum produced by applying the rate of gross profit for each department of the business (whether affected by the damage or not) to the relative annual Turnover thereof, the amount payable shall be proportionately reduced.

DEFINITIONS

GROSS PROFIT - The amount by which

- a. The sum of the Turnover and the amount of the Closing Stock shall exceed
- b. The sum of the amount of the Opening Stock and the amount of the Specified Working Expenses

ICICI Lombard General Insurance Company Limited IRDA Reg. No. 115 CIN: L67200MH2000PLC129408

Mailing Address: 401 & 402, 4th Floor, Interface 11, New Linking Road, Malad (West), Mumbai - 400 064. CIN: L672000H2000PLC129408 Registered Office Address: ICICI Lombard House, 414 Veer Savarkar Marg, Near Siddhi Vinayak Temple, Prabhadevi, Mumbai - 400 025.
 UIN - IRDAN115CP0047V01201920

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NOTE - 1:

The amount of the Opening and Closing Stocks shall be arrived at in accordance with Insured's normal accountancy methods, due provisions being made for depreciation.

Specified Working Expenses:

All Purchases (less Discounts Received.); % Of the Annual Wage Roll (including Holiday and Insurance contributions); Power; Consumable stores; Carriage; Packing Materials; Bad debts; Discounts allowed; Any other expenses to be specified.

NOTE - 2:

The words and expressions used in this Definition shall have the meaning usually attached to them in the books and accounts of the Insured.

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

INDEMNITY PERIOD - The period beginning with the occurrence of the damage and ending not later than number of months as mentioned in schedule thereafter during which the results of the business shall be affected in consequence of the damage.

Memo 1. If, during the Indemnity Period, goods shall be sold or services shall be rendered elsewhere than at the premises for the benefit of the business either by the Insured or by others on the Insured's behalf, the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Turnover during the Indemnity Period.

Memo 2. If the Insured declares, at the latest twelve months after the expiry of any period of Insurance, that the Gross Profit earned (or a proportionately increased multiple thereof where the maximum Indemnity Period exceeds 12 months) during the accounting period of 12 months most nearly concurrent with any period of Insurance as certified by the Insured's Auditors, was less than the Sum Insured thereon, a pro rata return of premium not exceeding 50% of the premium paid on such Sum Insured for such period of Insurance shall be made in respect of the difference.

Where, however, the declaration is not received by the Companies within 12 months after the expiry of the period of insurance, no refund shall be admissible.

If any damage has occurred giving rise to a claim under this policy, such return shall be made in respect only of said difference as is not due to the damage.

Grievance Clause:

Notices

Any notice, direction or instruction given under this Policy shall be in writing and delivered by hand, post, to-

In Your case, at the last known address specified in the Schedule

In Our case:

ICICI Lombard General Insurance Company Limited

ICICI Lombard House

414, Veer Savarkar Marg

Near Siddhi Vinayak Temple,

Prabhadevi, Mumbai 400 025

Notice and instructions will be deemed served 7 days after posting or immediately upon receipt in the case of hand delivery, facsimile or e-mail.

Customer Service

If at any time You require any clarification or assistance, You may contact any of Our offices at the address specified, during normal business hours.

Grievances

In case You are aggrieved in any way, You should do the following:

- 1. Call Us at toll free number: 1800 2 666 or email us at customersupport@icicilombard.com
- If You are not satisfied with the resolution then You may subsequently write to the manager- service quality, corporate manager- service quality, national manager- operations & finally director-services and business development at the following address:

ICICI Lombard General Insurance Company Limited

IRDA Reg. No. 115 Mailing Address: 401 & 402, 4th Floor, Interface 11, New Linking Road, Malad (West), Mumbai - 400 064. CIN: L672000H2000PLC129408 Registered Office Address: ICICI Lombard House, 414 Veer Savarkar Marg, Near Siddhi Vinayak Temple, Prabhadevi, Mumbai - 400 025.
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ICICI Lombard General Insurance Company Limited ICICI Lombard House 414, Veer Savarkar Marg Near Siddhi Vinayak Temple, Prabhadevi, Mumbai 400 025

In case the Insured's complaint is not fully addressed by the Insurer, Insurer may use the Integrated Greivance Management System (IGMS) for escalating the complaint to IRDAI. Through IGMS, Insured can register the complaint online and track its status. For registration please visit IRDAI website www.irdaindia.org. If the issue still remains unresolved, You may, subject to vested jurisdiction, approach Insurance Ombudsman for the redressal of the grievance.

The details of Insurance Ombudsman are available below:

CONTACT DETAILS	JURISDICTION
AHMEDABAD: Office of the Insurance Ombudsman,	State of Gujarat and Union Territories of Dadra & Nagar Haveli,
Jeevan Prakash Building, 6th floor,	Daman and Diu
Tilak Marg, Relief Road,	
Ahmedabad – 380 001.	
Tel.: 079 - 25501201/02/05/06	
Email: bimalokpal.ahmedabad@ecoi.co.in	
Bengalaru:Office of the Insurance Ombudsman,	State of Karnataka
Jeevan Soudha Building,	
PID No. 57-27-N-19 Ground Floor,	
19/19, 24th Main Road, JP Nagar, Ist Phase,	
Bengaluru- 560078	
Tel No. 080-26652049/26652048	
Email: bimalokpal.bengaluru@ecoi.co.in	
Bhopal:Office of the Insurance Ombudsman,	State of Madhya Pradesh and Chattisgarh
Janak Vihar Complex, 2nd Floor, 6,	
Malviya Nagar, Opp. Airtel,Near New Market,	
Bhopal - 462 003.	
Tel No- 0755-2769201/02	
Fax No. 0755-2769203,	
Email: bimalokpal.bhopal@ecoi.co.in	
Bhubaneshwar:Office of the Insurance	State of Orissa
Ombudsman, 62, Forest park,	
Bhubneshwar - 751 009.	
Tel no- 0674 - 2596461 /2596455	
Fax No 0674-2596429	
Email:bimalokpal.bhubaneshwar@ecoi.co.in	
Chandigarh:Office of the Insurance	State of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir,
Insurance Ombudsman, S.C.O. No. 101, 102 & 103	Chandigarh
2nd Floor, Batra Building, Sector 17 - D	
Chandigarh - 160 017.	
Tel.:- 0172-2706468/2706196	
Fax : 0172-2708274	
Email: bimalokpal.chandigarh@ecoi.co.in	
Chennai: Office of the Insurance	State of Tamil Nadu, Pondicherry Town and Karaikal (which are part
Ombudsman, Fatima Akhtar Court	of Pondicherry)
4th Floor, 453, Anna Salai	
Teynampet, Chennai 600 018	
Tel.:- 044-24333668 /24335284	
Fax: 044-24333664	
Email: bimalokpal.chennai@ecoi.co.in	
Delhi:Office of the Insurance	State of Delhi
Ombudsman, 2/2 A. Universal Insurance Building	

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Asaf Ali Road, New Delhi - 110 002	
Tel.:- 011 - 23232481/23213504	
Ernakulam:Office of the Insurance Ombudsman	State of Kerala, Lakshadweep, Mahe-a part of Pondicherry
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	
Guwahati:Office of the Insurance Ombudsman	State of Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh,
Jeevan Nivesh, 5th Floor	Nagaland and Tripura
Nr. Panbazar over bridge, S.S. Road	
Guwahati - 781001(ASSAM).	
Tel.:- 0361-2132204/5	
Fax : 0484-2359336	
Email: bimalokpal.ernakulam@ecoi.co.in	
Hyderabad: Office of the Insurance Ombudsman	State of Andhra Pradesh, Telangana, Union territory of Yanam
6-2-46, 1st floor, `Moin Court`, Lane Opp.	which is a part of Union Territory of Pondicherry
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	
Jaipur: Office of the Insurance Ombudsman	State of Rajasthan
Gr. Floor, Jeevan Nidhi - II Bldg,	
Bhawani Singh Road	
Jaipur 302005	
Tel: 0141-2740363	
Email: bimalokpal.jaipur@ecoi.co.in	
Kolkata: Office of the Insurance Ombudsman	State of West Bengal, Sikkim, Andaman & Nicobar Islands
Hindustan Building	
Annexe, 4th Floor, 4	
C.R.Avenue, Kolkata - 700072	
Tel No: 033-22124339/22124340	
Fax: 22124341	
Email: bimalokpal.kolkata@ecoi.co.in	
Lucknow: Office of the Insurance Ombudsman	Districts of Uttar Pradesh: Laitpur, Jhansi, Mahoba, Hamirpur,
Jeevan Bhawan, Phase-2	Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur,
6th Floor, Nawal Kishore Road	Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow,
Hazaratganj, Lucknow - 226 001	Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli,
Tel : 0522 -2231331/2231330	Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti,
Fax : 0522-2231310	Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar,
Email: bimalokpal.lucknow@ecoi.co.in	Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur,
Mumbai: Office of the Insurance Ombudsman	Chandauli, Ballia, Sidharathnagar. State of Goa, Mumbai Metropolitan Region excluding Navi Mumbai
3rd Floor, Jeevan Seva Annexe,	& Thane
S. V. Road	
Santacruz (W), Mumbai - 400 054.	
Tel : 022-26106960/26106552	
Fax : 022-26106960/26106352	
Email: bimalokpal.mumbai@ecoi.co.in	

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Noida: Office of the Insurance Ombudsman	State of Uttaranchal & following districts of Uttar Pradesh: Agra,
4th Floor, Bhagwan Sahai Palace,	Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah,
Main Road	Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar,
Naya Bans, Sector-15	Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad,
Noida- 201301	Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur,
Tel: 0120-2514250/52/53	Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras,
Email: bimalokpal.noida@ecoi.co.in	Kanshiramnagar, Saharanpur
Patna: Office of the Insurance Ombudsman	State of Bihar, Jharkhand
1st Floor, Kalpana Arcade Building,	
Bazar Samiti Road	
Bahadurpur, Patna 800 006.	
Tel No: 0612-2680952	
Email: bimalokpal.patna@ecoi.co.in.	
Pune: Office of the Insurance Ombudsman	State of Maharashtra, Area of Navi Mumbai and Thane excluding
3rd Floor, Jeevan Darshan	Mumbai Metropolitan
C.T.S. No.s. 195 to 198	
N.C. Kelkar Road	
Narayan peth, Pune - 411 030	
Tel: 020-41312555	
Email: Bimalokpal.pune@ecoi.co.in	

The updated details of Insurance Ombudsman are also available on IRDA website: www.irdaindia.org, on the website of Executive Council of Insurers (ECOI): http://www.ecoi.co.in/ombudsman.html,Our website www.icicilombard.com or from any of Our offices

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