

BANKER'S INDEMNITY – SOOKSHMA UDYAM

ADD ON WORDINGS

SECTION I

LOSS OF MONEY AND SECURITIES

1. Coverage for earthquake, volcanic eruption, subterranean fire or any other convulsions of nature

Upon payment of additional premium, the coverage under Section 1(A) (On Premises) can be extended to cover earthquake, volcanic eruption, subterranean fire or any other convulsions of nature.

IRDAN134RP0033V01202223/A0358V01202223

2. Coverage for Flood, Inundation, Hurricane, Typhoon, Storm, Tempest, Tornado, Cyclone, Atmospheric disturbances

Upon payment of additional premium, the coverage under Section 1(A) (On Premises) can be extended to cover Flood, Inundation, Hurricane, Typhoon, Storm, Tempest, Tornado, Cyclone, Atmospheric disturbances.

IRDAN134RP0033V01202223/A0359V01202223

3. Retroactive Period Cover Amendment

Upon payment of additional premium, the coverage under overall Section 1 can be amended.

The implication of this amendment is as under: For losses not sustained within a retroactive period upto 2 years from the date of discovery, the Company is not liable. However, this period of 2 years can be waived off or the period can be increased or reduced. If there is no mention of retroactive period then the retroactive period will be from the First day of inception of policy. However, in no event, the company shall be liable to pay any claim in respect of losses sustained prior to inception of the original Policy.

IRDAN134RP0033V01202223/A0360V01202223

4. Automated Teller Machines Special Definitions

For the purpose of this Insuring Clause,

- 1. Automated Teller Machine (ATM)** means an unmanned Electronic Terminal installed at the Premises of the branch of the Insured or at any other location and being operated by the Insured and bearing the Insured's designated logo or insignia, which can read the magnetic encoding of a 24 Hour Banking Card and permits a 24 Hour Banking Cardholder of the Insured to perform certain basic financial transactions including the ability to deposit or receive money and/or securities and to send electronic instructions to data centre authorizing the processing of debit and credit entries to the cardholders accounts.

2. 24 Hour Banking Card means a card issued by or on behalf of the Insured for the purpose of permitting the 24 Hour Banking Cardholder the access and use Automated Teller Machines, which card bears an embossed account number identifying the person to whom the card is issued and which bears a separate magnetic encoding corresponding to a confidential personal identification number, the knowledge of which is additionally required for the operation of the Automated Teller Machine by the person using such machine

Upon payment of additional premium, the coverage under Section 1(A) (On Premises) can be extended to cover loss by reason of any Money and/or Securities in the Automatic Teller Machines on the premises of the Insured for which the Insured are responsible or interested in or the custody of which they have undertaken and which now are, or are by them supposed or believed to be or at any time during the period of insurance may be in or upon their own premises

- a) being lost through theft, larceny, burglary robbery or withdrawal by a customer acting under duress, or
- b) being damaged or destroyed, howsoever or by whomsoever caused, while such money and/or securities is contained in any Automated Teller Machine (as defined herein) situated on the premises of the Insured or
- c) Through the Insured having effected the payment of funds by the debit of a 24 Hour Banking Cardholder's current or deposit account(s), the Insured having relied upon electronic instructions directed through an Automated Teller Machine and purporting to have been entered by the Cardholder, but which have been entered by a person other than the said Cardholder and who is :-
 - i) gaining access to such Automated Teller Machine by means of a lost or stolen 24 Hour Banking Card, and
 - ii) acting with manifest fraudulent intent.

Special Exclusions

This Insuring Clause DOES NOT cover any loss

- a) arising from or contributed to by mechanical breakdown or failure of such Automated Teller Machines to function properly,
- b) arising from or contributed to by a 24 Hour Banking Cardholder himself and/or any loss for which the Cardholder is responsible.
- c) not discovered during the period of this Policy and any loss sustained prior to the above stated effective date of this Policy, which is and is to be deemed to be the Retroactive Date applicable to this Policy.

IRDAN134RP0033V01202223/A0361V01202223

5. Internet Banking

- 1) Direct loss sustained by the insured resulting from Computer Fraud by a Third Party of an employee on account of the insured having to compensate an account holder or any monetary loss suffered as a result of the said computer fraud or act/s of a Third Party or employee.
- 2) Expenses incurred by the insured caused by a Computer Fraud
 - a. As a result of the reconstitution of data reordered or optical media if there are no analysis, files, specifications or backup of software or data held outside the premises.

- b. As a result of the reconstitution of data if the insured or its employees knowingly uses illegal copies of programs.
 - c. To render the information usable by replacement processing equipment.
 - d. To design update or improve the software or program or to perfect their operation or performance.
 - e. As a result of an alteration in data held on magnetic media due to effect of magnetic fields their incorrect use of the obsolesce of the computer system.
- 3) The following definitions are deemed to be incorporated in the policy.

Computer fraud means the unlawful taking the money and securities through the use of any computer system of bank or maintained by bank.

Computer system means a computer or network with input, output processing storage and communication facilities and shall include offline media libraries belonging to or maintained on behalf of bank.

Computer Violation means an intentional, unauthorized, and malicious

- a. Entry of data into a computer system.
- b. Change to data elements or program logic when is kept in machine readable format.
- c. Data means information contained in a manuscript, record account, microfilm, tape or other record whether or not contained in a computer system.

Expenses means

- a. Reasonable expenses other than the insured internal corporate costs (such as employee remuneration) incurred by the insured with the company prior written consent to establish the existence and amount of any covered loss excess of the deductible.
- b. Reasonable Court costs and lawyers fees incurred and paid with the company's prior written consent in defending legal proceeding brought against and insured which results in judgement against such insured establishing its liability for the covered loss in excess of the deductible.

The Limits of indemnity under the extension shall be as follows

| | |
|---------------------|--|
| Annual Limit | |
| Individual Accounts | |
| Corporate accounts | |
| Deductibles | |

In addition to the terms and conditions and exceptions of the policy to which this endorsement forms part of the insured shall comply with the Internet Banking Guidelines of the Reserve bank of India circular No RBI/2005-06-71 DBOD No BC 14/07/03 29/2005-06 dated 20th July 2005 and such other guidelines as may be issued from time to time and are currently in force.

IRDAN134RP0033V01202223/A0362V01202223

SECTION II: FIRE AND ALLIED PERILS-BUILDINGS & CONTENTS

1. Accidental Damage Cover

This policy is extended to cover direct physical loss or damage to the Building and Contents described in the Policy Schedule / Certificate of Insurance whilst situated in the insured premises due to accident from any

fortuitous cause including accidental discharge, leakage, or overflow of water or steam from plumbing, septic tanks and cylinders, stand pipes for fire hose, industrial and domestic appliances, refrigerating system, air-conditioning system and rain (or snow) admitted through defective roof, headers spouting or by open or defective windows, show windows, picture windows, doors, transoms, ventilators or skylights; subject to the terms, conditions, warranties and exclusions herein.

The Limit of Indemnity under this policy shall not exceed the amount stated in the Policy Schedule / Certificate of Insurance for the period of Insurance. The below will be applicable to this coverage in addition to the policy standard exclusions:

- i. Loss, destruction or damage to bullion or unset precious stones, any curios or works of art, 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 Schedule / Certificate of Insurance.
- ii. Loss, destruction or damage to the insured Building caused by change of temperature.
- iii. 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.
- iv. Damage to belts, ropes, chains, rubber tyres, dies, moulds, blades, cutters, knives or exchangeable tools, engraved or impression cylinders or rolls, object made of glass, porcelain, ceramics, all operating media (e.g. lubricating oil, fuel, catalyst, refrigerant etc.) 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 or metal parts, unless caused by fire, lightning, riot, strike, malicious damage, storm, tempest, flood and inundation.
- v. Loss or damage due to breakdown, electrical, electronic and/or mechanical derangement.
- vi. Loss or damage due to termites, moths, insects, vermin, inherent vice, fumes, latent defect, fluctuations in atmospheric or climatic conditions, the action of light.
- vii. 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 Building.
- viii. Any loss or damage due to self-intention.

IRDAN134RP0033V01202223/A0363V01202223

2. Loss of Rent and Additional Expenses of Rent for an Alternate Premises

a. For Owners (Loss of Rent)

b. For Owners and Tenants (Additional Expenses of Rent for an Alternate Premises)

a. In consideration of payment of additional premium, it is hereby agreed and declared that if (any of) the said building(s) or any part thereof is unfit for occupation in consequence of its destruction or damage by the perils insured against and then the amount payable shall not exceed such portion of the sum insured on Rent as the period necessary for reinstatement bears to the term of the Rent Insured.

b. In consideration of payment of additional premium, it is hereby agreed and declared that in the event of the premises described in the policy and occupied by the insured, hereinafter referred to as 'PREMISES' being destroyed or damaged by any Insured Peril as to become unfit for occupation and the insured in consequence taking up alternative premises, the Company shall, subject to special conditions set out herein, indemnify the insured against the additional rent (as explained herein) which the insured is called upon to bear for the period beginning from the date of operation of any of the Insured Perils until the 'PREMISES' is rendered fit for occupation such period not exceeding such reasonable time as is required to restore the premises with due

diligence to a condition fit for occupation or the maximum indemnity period as opted by you and mentioned in Policy Schedule whichever is earlier.

Provided that the liability of the Company shall not exceed the Sum Insured as opted by you and mentioned in Policy Schedule. Provided further that if the sum produced by applying the monthly additional rent, borne by the insured for the alternative premises to the maximum indemnity period is more than the Sum Insured hereby, the liability of the Company shall be proportionately reduced.

Special Conditions Applicable to Additional Expenses of Rent for an Alternate Premises :

1. This insurance shall apply subject to the condition that the PREMISES occupied by the insured, whether as owner or tenant, forms part of a building not being "Kutcha" Construction.

2. If the area of alternative premises taken by the insured is more than the area of the PREMISES occupied by the insured, the additional rent borne by the insured for the purpose of this insurance shall be deemed to be that proportion of the additional rent actually borne by the insured as the area of the PREMISES which was in the insured's occupation bears to the area of the alternative premises taken by the insured. The insured shall be at liberty to take alternative premises in any locality so long as it is within the Municipal limit of the city or town in which the PREMISES is situated.

EXPLANATION

Additional Rent: If the insured is the Owner-Occupant, the additional rent borne by him is arrived at after deducting the standard rent of the premises from the actual rent paid for the alternative premises. The standard rent shall be based on the rateable values fixed by the Municipal/Revenue authorities for tax purposes.

If the insured is a tenant only and for safeguarding his legal tenancy rights is obliged to pay rent for the premises even during the period when it is not fit for occupation, the additional rent borne by him is the actual rent for the alternative premises. If the insured is a tenant and is not obliged to pay rent for the premises during the period when it is not fit for occupation, the additional rent borne by him is the actual rent paid for alternative premises taken less the rent which he was paying for the premises immediately prior to the same being damaged or destroyed by Insured Perils and rendered unfit for occupation.

General Conditions applicable to this add-on

1. Claim under this add-on will be accepted only if we have accepted Your claim for loss for physical damage to Your premises building.

IRDAN134RP0033V01202223/A0364V01202223

3. Escalation Clause

In consideration of the payment of an additional premium by applying the specified percentage to the first or the annual premium as appropriate on the under noted items(s) the Sum(s) Insured thereby shall, during the period of insurance, be increased each day by an amount representing 1/365th of the specified percentage increase per annum.

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

At each renewal date the insured shall notify the Insurers:-

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

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

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

IRDAN134RP0033V01202223/A0365V01202223

4. Involuntary Betterment

We agree that in the event of damage to Insured property wherein replacement property of like kind and quality is not obtainable due to technological obsolescence or statutory/regulatory requirements, new property which is as similar as possible to the damaged property and which is capable of performing the same function, shall be deemed to be new property of like kind and quality and in no event shall this be considered as a betterment to the Insured.

We will also pay the cost of purchasing and installing technologically current equipment which is necessitated by incompatibility between new equipment installed to replace equipment suffering damage and undamaged existing equipment at the same or an interdependent location.

Provided that

I. We will be liable only for the amount sufficient to enable You to resume operations in substantially the same manner as before the damage.

II. We will be liable for only the difference between the highest sales value of the undamaged existing equipment at the same or interdependent location and the installed cost of the technologically current equipment.

III. We will pay subject to the limit provided for this add-on in the Policy Schedule

Should the cost of repair or replacement in spite of the betterment be well within the Reinstatement Value, the limit under this add-on will not trigger.

Subject otherwise to the terms, exclusions, provisions and conditions contained in the Policy

IRDAN134RP0033V01202223/A0366V01202223

5. Additional Removal Of Debris Including Foreign Debris

The insurance under this policy is extended to cover cost necessarily and reasonably incurred by an insured in the removal of debris including Foreign debris from the premises of the insured, dismantling, demolishing, shoring up or propping of Insured property following destruction or damage by Insured Peril. This will also include costs and expenses necessarily incurred by the insured (a) In the removal of debris from the premises of the Insured (b) Dismantling or demolishing (c) Shoring up or propping.

The coverage will be (in excess of 2% and maximum of 5% of the claim amount) subject to maximum of Limit of liability selected.

Sum insured: Maximum upto 10% of SI

IRDAN134RP0033V01202223/A0367V01202223

6. Protection and Preservation of Property

It is hereby understood and agreed, policy extends to cover expenses for loss minimization necessarily and reasonably 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 or shifting of property if this contributes to loss minimization.

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that in the event of a fire or a series of fire arising directly or indirectly from the same occurrence including fire, threatening to involve the property insured under this section of the policy, the insured shall be entitled to recover —

- i. The actual cost of material used and/or damaged in extinguishing or controlling or attempting to extinguish or control any such fire;
- ii. The cost of all clothing and/ or personal effects damaged and / or lost as a result of such fire
- iii. and / or fight, extinguish or controlling or attempting to fight extinguish or control such fire unless more specifically insured elsewhere;
- iv. All other actual expense (like paid for fire-fighting, extinguishing or controlling or attempting to fight extinguish or control such fire and / or localizing such fire.)
- v. The expenses incurred to recharge/refill any fire protection devices.

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

IRDAN134RP0033V01202223/A0368V01202223

7. Cost of Clearing Drains Clause

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

IRDAN134RP0033V01202223/A0369V01202223

8. Extra Expense Clause

The recoverable EXTRA EXPENSE losses shall be reasonable and necessary extra costs incurred by the Insured for the following during the ___ month (maximum period of liability as specified in policy schedule):

- 1) extra expenses to temporarily continue as nearly normal as practicable the conduct of the Insured's business; and
2. extra costs of temporarily using property or facilities of the Insured or others
- 3 less any value remaining at the end of the period of liability for property obtained in connection with the above.

EXTRA EXPENSE Exclusions:

As respects EXTRA EXPENSE, the following additional exclusions apply:

This Policy does not insure:

- 1) any loss of income.
 - 2) costs that usually would have been incurred in conducting the business during the same period had no physical loss or damage happened.
 - 3) costs of permanent repair or replacement of property that has been damaged or destroyed.
 - 4) any expense payable elsewhere in this Policy
- Period of liability: 12 month ; Deductible :Policy period

IRDAN134RP0033V01202223/A0370V01202223

9. STFI Deletion clause:

On selection of STFI deletion clause, this policy will exclude any loss or damage to insured's contents or premises caused by Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Tsunami, Flood and Inundation.

An additional discount on premium will be given to the policyholder on selection of this clause based on the ratings as per policy schedule

IRDAN134RP0033V01202223/A0371V01202223

10. Earthquake deletion clause:

On selection of Earthquake deletion clause , this policy will exclude any loss or damage to insured's contents or premises caused by Earthquake, volcanic eruption, or other convulsions of nature.

An additional discount will be given to the policyholder on selection of this clause based on the ratings as per policy schedule

IRDAN134RP0033V01202223/A0373V01202223

11. Terrorism Deletion clause

On selection of Terrorism deletion clause , this policy will exclude any loss or damage to insured's contents or premises caused by Acts of Terrorism .

An additional discount on premium will be given to the policyholder on selection of this clause based on the ratings as per policy schedule

IRDAN134RP0033V01202223/A0372V01202223

SECTION III

BURGLARY

1. Theft

Theft of any contents/stocks from the insured premises where there is no forcible and violent entry or exist from the premises in excess of in-built cover as specified in the Schedule.

IRDAN134RP0033V01202223/A0374V01202223

2. Waiver of key

In consideration of the payment of additional premium , it is hereby agreed and declared that notwithstanding anything to the contrary in the policy or in any of its conditions, this policy covers loss of Money and/or other property abstracted from safe following the use of key to the said safe or any duplicate thereof.

IRDAN134RP0033V01202223/A0375V01202223

3. Damage And/Or Theft Of Parts Of The Building

This cover is extended to pay for the damages and/ or theft to parts of the building occupied arising out the insured events as specified in aggregate. The policy be subject to a deductible for each & every claim as mentioned in the policy schedule.

IRDAN134RP0033V01202223/A0376V01202223

4. Cost to cover accidental injury during Burglary/ house breaking (excluding theft)

In consideration of payment of additional premium shown in the Schedule the Policy is extended to cover accidental injury during Burglary/ house breaking (excluding theft) to the extent of Rs. 10000 per claim. The onus to prove the loss shall be entirely that of the claimant.

IRDAN134RP0033V01202223/A0377V01202223

5. Waiver of Under Insurance

It is hereby agreed and declared that notwithstanding anything to the contrary in this policy or in any of its conditions; in the event of loss or damage it is found that the sum insured is less than the amount required to be insured, then underinsurance on each item of the schedule will be ignored if it does not exceed ___% there at. Provided, however, if the said sum insured in respect of such item(s) of the schedule shall not be less than ___% of the value of the item(s) thereat, this condition shall be of no purpose and effect.

IRDAN134RP0033V01202223/A0378V01202223

6. Bank Lockers Clause

If the insured maintains a bank locker for keeping cash, jewellery and valuables, this addon can be opted by the insured.

Name of bank : _____

Address of the bank : _____

Locker number : _____

Separate Sum insured along with list of items insured to be given before attachment of cover.

Onus of proving adequacy of sum insured and item lost is on insured only.

The premium rate is applicable on the value of cash, jewellery, valuables kept inside the locker.

The indemnity under this Extension shall be subject to the Limit outlined in the Schedule.

IRDAN134RP0033V01202223/A0401V01202223

SECTION V

ELECTRONIC EQUIPMENT INSURANCE

1. Waiver of Betterment

In the event of total physical damage of the insured machinery/ equipment necessitating replacement, which may become obsolete at the time of such replacement, the Indemnity shall be the cost of reinstatement of the damaged machinery with the follow up model of the same type, provided that, such cost of replacement does not exceed the sum insured set against the said item.

It is further agreed & declared that, this extension shall not be enforceable if the insured is unable or unwilling to reinstate the property. However, if the cost of replacement with the follow up model exceeds the sum insured set against the said item, the company's liability would not exceed the sum insured.

IRDAN134RP0033V01202223/A0402V01202223

2. Professional Fee

In consideration of the payment of additional premium, the policy is extended to include any amount in respect of Architects, Surveyors and Consulting Engineers reimbursable fees or other professional fees necessarily incurred by the Insured in the reinstatement of the Insured property consequent upon its loss, destruction or damage but not for preparing any claim.

The claim under this head is payable subject to prior approval only, from the Insurer.

Limit: Up to per event and in aggregate as agreed and specified in Schedule.

IRDAN134RP0033V01202223/A0403V01202223

3. Claims Investigation Cost

The Policy stands extended to cover the expenses related to investigating and identifying of the cause or exact location of loss or damage. This is payable only if prior approval of the insurer is taken before incurring the expense. Maximum amount payable under this head is as mentioned in the Policy schedule and subject to deductible /excess as mentioned therein.

This is payable only if there is an admissible claim under the Policy.

IRDAN134RP0033V01202223/A0404V01202223

SECTION VII

PUBLIC LIABILITY

1. SUDDEN AND ACCIDENTAL POLLUTION

The insurance doesn't apply to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapor, soot, fume, acid, alkali, toxic chemicals, liquid or gases, waste material or other irritants, contaminants or pollutants into or upon the land, atmosphere or any water course or body of water, but this exclusion does not apply if such discharge, dispersal, release or escape meets all five of the following conditions:

- The discharge, dispersal, release or escape must be neither expected nor intended by the insured, and
- The beginning of the discharge, dispersal, release or escape must take place during the policy period
- the discharge, dispersal, release or escape must be physically evident to the insured or other parties within ____ hours of the beginning of the discharge, dispersal, release or escape and
- The initial bodily injury or property damage caused by the discharge, dispersal, release or escape must ensue within ____ hours of the beginning of the discharge, dispersal, release or escape.
- Notwithstanding anything to the contrary in condition 4, Insured's duties in the event occurrence, claim, or lawsuit or any other policy conditions, all claims made against the insured under this coverage must be reported to the company as soon as practicable but not later than 30 days after termination of the policy.

The term released includes, but is not limited to any of the following : spilling, leaking, pumping, pouring, emitting, emptying, injection, dumping or disposing.

If the insured and the company should disagree with regard to when a discharge, dispersal, release or escape begins or becomes evident, the burden of proving that all 5 enumerated conditions are met rests with the insured

at the insured's own expense. Until such proof is accepted by the company, the company may but not obligated to, defend any claim.

This clause shall not extend this insurance to cover any liability which would not have been covered under this insurance had this clause not been attached, except in so far as detailed herein.

This endorsement is granted in consideration of additional premium subject otherwise to the terms, exceptions, conditions and limitations of the within mentioned policy.

Coverage Territory: As per schedule

Coverage Jurisdictions: As per schedule

All other terms & conditions remain unchanged.

IRDAN134RP0033V01202223/A0405V01202223

2. CARE / CUSTODY / CONTROL EXTENSION CLAUSE

It is hereby declared and agreed that the indemnity expressed in this Policy shall apply to liability in respect of loss of or damage to property:-

- (i) in the charge or under the control of the Insured or any servant or agent of the Insured.
- (ii) being that part of any property on which the Insured or any servant or agent of the Insured is or has been working if that loss or damage results directly from such work.

The extension of cover shall be subject to the following:-

Limits of Indemnity: Any One Accident

..... Aggregate during the Policy Period

Excess:any one loss

IRDAN134RP0033V01202223/A0409V01202223

3. FOOD AND BEVERAGE EXTENSION

Notwithstanding anything contained herein to the contrary of this Policy, it is hereby declared and agreed that this Policy is extended to include liability in respect of accidental injury directly caused by or arising from anything harmful or defective in food or drink sold or supplied by the Insured or from poisoning of any kind caused by

foreign or deleterious matter in food or drink sold or supplied by the Insured in the Business at the Insured's Premises named in the Schedule

Provided that:

- (i) For the purpose of this extension the word "injury" wherever used in this Extension shall be deemed to include illness.
- (ii) The liability of the Company shall not in any case exceed the Limit of Indemnity specified in this Policy. The Insured shall at all times take every possible precaution to prevent the sale of articles of food or drinks which are not in good condition and to ensure that the same are free from contamination and fit for human consumption.

IRDAN134RP0033V01202223/A0411V01202223

4. COVER FOR VALUABLE DOCUMENTS

Subject otherwise to the terms, exclusions, provisions and conditions contained in the Policy, the Indemnity granted by this Policy shall, in addition extend to indemnify the insured in respect of costs necessarily and reasonably incurred in rewriting or redrawing Plans or Specifications of the contract works insured hereunder, when such Plans or Specifications are lost or damaged by any cause not excluded by this section and the Insured needs to have them redrawn or rewritten in order to complete the project or to enable payment to be made for works already carried out.

The liability of the Company shall not exceed in the aggregate during the Policy Period the Limit of Indemnity set forth in the Schedule.

IRDAN134RP0033V01202223/A0406V01202223

5. EMPLOYEES' PERSONAL EFFECTS

It is hereby declared and agreed that this Policy extends to cover legal liability of the Insured in respect of damage to the Personal Effects of the Insured's Employees occurring at the place or places at which this Policy applies.

The liability of Company shall not exceed:

..... any one employee and in the aggregate any one accident.

The Company shall not be liable for any motor vehicles, precious metals, precious stones or articles made therefrom or money.

IRDAN134RP0033V01202223/A0410V01202223

6. **Lift Liability –**

Version 1 – Notwithstanding anything herein contained to the contrary, it is agreed and declared that the coverage under the Section is extended to cover Loss in respect of the use of any lift, hoist, escalator or elevator in the premises or for which the Insured is responsible whilst such are being utilized by members of the public.

It is a condition precedent to the Company's liability that the Insured should comply with any Act or statute of the government or government recognized authority or authorized local authority which are applicable to the provisions of this endorsement.

Subject otherwise to the terms, conditions and exclusions of the Policy and endorsements if any thereon.

Version 2 – Notwithstanding anything herein contained to the contrary, it is agreed and declared that the coverage under the Section is extended to cover Loss in respect of the use of any lift, hoist, escalator or elevator in the Premises in respect of the following:

1. Damage to any motor vehicle, trailer or caravan, tractors, plant and equipment or the like thereof necessitating the use of such lift or hoist by virtue of the business activity of the Insured and
2. Damage to Property or Injury to persons not being Employees of the Insured but authorised to be on his Premises for the purpose of the services conducted by the Insured.

It is a condition precedent to the Company's liability that the Insured should comply with any Act or statute of the government or government recognized authority or authorized local authority which is applicable to the provisions of this endorsement.

Subject otherwise to the terms, conditions and exclusions of the Policy and endorsements if any thereon.

IRDAN134RP0033V01202223/A0418V01202223

7. **AUTOMATIC ADDITION AND DELETION OF INSURED LOCATIONS**

It is hereby declared and agreed that this Policy shall extend to cover automatic additions and deletion of insured locations.

IRDAN134RP0033V01202223/A0407V01202223

8. **CAR PARK FACILITIES ENDORSEMENT**

It is hereby declared and agreed that this Policy is extended to cover the legal liability of the Insured in respect of loss of or damage to vehicles under the control of the Insured or the Insured's Parking Attendants whilst in the Car Park of the Insured.

Provided always that:-

- i The Company shall not be liable for any such loss or damage in so far as such loss or damage is covered by any other insurance.
- ii The liability of the Company under this Endorsement in respect of any such loss or damage and under the Policy in respect of any bodily injury or damage to property shall not in any case exceed the Limit of Indemnity as specified in this Policy.

Disclaimer notices shall be permanently displayed in prominent positions at each entrance to the parking area.

IRDAN134RP0033V01202223/A0408V01202223

9. NEON/ADVERTISING SIGNS

It is hereby declared and agreed that the insurance by this Policy is extended to cover the legal liability of the Insured arising out of accidents caused by or through the Neon/ Advertising sign installations the property of the Insured as situated in India.

Warranted that the Insured shall comply with all statutory enactments by-laws and regulations and shall at all times ensure that the Neon/ Advertising Signs installations are kept in a proper state of repair and if any defect be discovered then the Insured shall forthwith cause such defect to be made good and shall in the meantime cause such additional precautions to be taken for the prevention of accident as the circumstances may thus require.

Provided always that the liability of the Company under this extension in respect of any bodily injury or loss of or damage to property shall not in any way exceed the Limit of Liability specified in this Policy.

IRDAN134RP0033V01202223/A0412V01202223

10. NON-OWNED/HIRED VEHICLES CLAUSE

The Company will indemnify the Insured in respect of legal liability and costs and expenses in respect of bodily injury or damage as defined in the Policy arising out of the use of any motor vehicle owned or non-owned or hired by the Insured's Employees and used in the course of the Insured's Business.

Provided always that the Company shall not be liable for:-

- (i) Bodily injury to any person being carried by a motor cycle otherwise than in a side-car attached to it.
- (ii) Loss of or damage to such vehicle.
- (iii) Injury or damage arising while such vehicle is being:
 - (a) Driven by the Insured.
 - (b) Driven with the general consent of the Insured or of his representative or by any person who to the knowledge of the Insured or of such representative does not hold a license to drive such vehicle unless such a person holds and is not disqualified for holding or obtaining such a license.
 - (c) Used elsewhere than in the Republic of India.

any accident giving rise to a claim under this Policy if at the time of the occurrence of such accident there is any other existing insurance covering the same liability.

IRDAN134RP0033V01202223/A0413V01202223

11. SOCIAL/RECREATIONAL ACTIVITIES

It is hereby declared and agreed that this Policy is extended to indemnify the Insured in respect of the Insured's legal liability for death or bodily injury loss of or damage to property as within defined in this Policy caused by or arising out of and in connection with any social recreational or welfare activities organized supervised and managed by the Insured for its invited participants including employees their families and friends anywhere in Republic of India.

The word "Insured" whenever appearing includes as an Insured any person who is a member of the organizing or management committee for such social recreational or welfare activities but only whilst acting within the scope of their duties.

It is further declared and agreed that the indemnity granted under this Policy is also extended to apply to occurrences during the Policy period caused by arising out of and in connection with drinks, beverages or food served by the Insured during such social, recreational or welfare activities.

In the event of a claim the Company will not raise the defence that such participants and employees are not third parties.

IRDAN134RP0033V01202223/A0414V01202223

12. SPRINKLER LEAKAGE CLAUSE

This indemnity provided by this Policy extends to include the Insured's legal liability for loss or damage caused by the accidental discharge of the sprinkler installation.

IRDAN134RP0033V01202223/A0415V01202223

13. TENANT'S LIABILITY CLAUSE

It is hereby declared and agreed that the Company will indemnify the Insured against all sums which the Insured shall become legally liable to pay as damage in respect of:-

1. accidental bodily injury to any person
2. accidental damage to property

Happening during the Period of Insurance and arising from the occupancy of Premises leased or rented by the Insured.

Provided always that this extension shall not apply to liability assumed by the Insured under a tenancy or other agreement and would not have attached in the absence of such agreement.

The Company's Liability under this extension shall not exceed Limit of Indemnity.....

IRDAN134RP0033V01202223/A0416V01202223

14. WAIVER OF SUBROGATION CLAUSE

Any claimant under this Policy shall at the request and 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 endorsing any rights and remedies or of obtaining relief of indemnity from _____ whether such acts and things shall be or become necessary or required before or after indemnification by the Company.

The rights of subrogation against _____ is hereby waived.

IRDAN134RP0033V01202223/A0417V01202223