

JEWELLERS BLOCK INSURANCE
CLAUSES / ENDORSEMENTS AND OPTIONAL COVERS

1. SHOP LIFTING

Notwithstanding anything to the contrary contained in the Policy or endorsed thereon, it is hereby declared and agreed that at the request of the Insured, this Policy extends to cover Loss of stock due to theft/attempted theft, whilst contained in the Insured premises i.e. Section I, during the business hours by a person who is legally entitled to be present at the premises i.e. customers, shoppers and visitors but excluding Insured and person(s) who are representatives of the Insured. such as employees, partners, etc.

Agreed Sum Insured or Limit up to INR.....as specified in policy schedule.

This coverage is subject to the following warranties:

- 1) Coverage for Shoplifting is offered/extended only for the insured premises where "Closed Circuit Television Camera" with recording facility of business activities on daily basis and its backup of at least 7 days are installed and maintained. The recording for such incident should be available for the support of the claim, if any.

All other terms, conditions and limitations of the Policy remain unaltered.

2. WORKING UPON PROPERTY EXTENSION

Notwithstanding anything contained herein to the contrary it is hereby understood and agreed that this insurance is extended to cover damage to Insured Property hereunder whilst such property is being actually worked upon and directly resulting therefrom. It is further understood and agreed that in the event of any such damage Company's maximum liability will not exceed limit mentioned in policy schedule (or currency equivalent) in the aggregate in any one period of insurance.

All other terms and conditions remain unaltered.

3. WEARING EXTENSION

Notwithstanding anything contained herein to the contrary it is hereby understood and agreed that this insurance is extended to cover loss of or damage to Insured Property hereunder whilst being worn on person while being away from the Insured's premises but within the Territorial Limits defined within the Schedule, by the Insured or any Principal, Director or Partner thereof, members of their families, direct relatives, employees, representatives or travellers of the Insured or whilst in their custody for this purpose but not exceeding limits as mentioned in policy schedule.

Any One Accident (AOA)/Single Loss Limit: As mentioned in policy schedule.....

Any One Year (AOY)/Aggregate Loss Limit: As mentioned in policy schedule.....

All other terms and conditions remain unaltered.

4. FASHION SHOW / PRIVATE EVENT COVERAGE ENDORSEMENT

Notwithstanding anything to the contrary contained in the Policy or endorsed thereon, it is hereby declared and agreed that at the request of the Insured, this Policy is extended to cover the insured Property whilst at the fashion show and/or private event direct or by agent and up to the limits stated in the endorsement. Cover is provided for transits to and from fashion show/private event venue where so indicated and by the methods specified and stated in the endorsement if any.

Period of this coverage: from to

Sum Insured Limit:

Venue of the fashion show/private event:

Storage after fashion show/private event:

This coverage is subject to the following warranties and conditions:

- 1) During the fashion show and/or private event, the insured Property being displayed shall be in key locked showcases/baggage and or safe with the keys removed, except:
 - a) whilst temporarily removed therefrom for showing to customers
 - b) whilst being worn by models
 - c) whilst being kept in close and personal custody as per personal conveyance clause
- 2) At all times during the fashion show and/or private event, there should be a minimum of two persons to supervise the same.
- 3) Whenever jewellery is being worn by models during a fashion show and/or private event, the jewellery is to be returned to the Insured and/or its employee immediately upon completion of fashion show and/or private event at the end of each day.

Outside the fashion show and/or private event hours, the insured Property is to be kept in a locked safe on the stand and/or the safe deposit facilities provided by its organisers or in the custody of insured/employee.

- 4) During this coverage period, the inventory is checked on placing the insured Property in the showcases at the start of each day and again on removing the insured Property from the showcases at the end of each day.
- 5) The insured Property is NOT covered against mysterious loss or unexplained shortage whilst at fashion show and/or private event.

All other terms, conditions and limitations of the Policy remain unaltered.

5. GROUP / ASSOCIATE / SISTER CONCERN ENDORSEMENT

Notwithstanding anything to the contrary contained in the Policy or endorsed thereon, it is hereby declared and agreed that at the request of the Insured, the coverage under Section II (i) & II (iii) of the policy is

extended to cover the directors/employees of the Insured's group/associate/sister concern companies operating from the same premises as of the Insured should be treated as employees of the Insured under the Policy

List of Group/Associate/Sister Companies of the Insured are as follows:

- 1).....
- 2).....
- 3).....

All other terms, conditions and limitations of the Policy remain unaltered.

6. CYBER RISK EXCLUSION CLAUSE – NMA 2915

1. Electronic Data Exclusion

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

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

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

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

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

- Fire
- Explosion

2. Electronic Data Processing Media Valuation

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

Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such

ELECTRONIC DATA. If the media is not repaired, replaced or restored, the basis of valuation shall be the cost of blank media. However, this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

This endorsement wording may vary depending on Reinsurer and Treaty Leader.

25/01/02

NMA 2915

7. MYSTERIOUS DISAPPEARANCE

Notwithstanding anything to the contrary contained in the Policy or endorsed thereon, it is hereby declared and agreed that at the request of the Insured, this Policy extends to cover Loss of stock due to mysterious disappearance, whilst contained in the Insured premises as follows:

Any One Accident (AOA)/Single Loss Limit: As mentioned in policy schedule.....

Any One Year (AOY)/Aggregate Loss Limit: As mentioned in policy schedule.....

This coverage is subject to the following warranties:

1) Coverage is offered/extended only for the insured premises where "Closed Circuit Television Camera" with recording facility of business activities on daily basis and its backup of at least 7 days are installed and maintained. The cassette recording for such incident should be available for the support of the claim, if any.

2) A regular physical stock taking of the goods should be in place at the insured's premises with the proper maintenance of records.

All other terms, conditions and limitations of the Policy remain unaltered.

8. DEEMED EXPORTS / IMPORTS COVERAGE CLAUSE

Notwithstanding anything herein contained to the contrary, it is hereby declared and agreed that at the request of the insured the cover under Section II (i) for Limit of Loss as stated in the policy schedule shall extend to include Deemed Exports and/or Imports locally made from / in India and subject to Insured maintaining full & complete record of such transactions and the said material is conveyed / carried either by the insured or his partner or director or constituted attorneys or employees.

The Sum Insured under this extension shall be as specified in policy schedule during the Policy Period.

9. BOILING AND/ OR CASTING / LASER MACHINE OPERATIONS CLAUSE

Notwithstanding anything herein contained to the contrary, it is hereby declared and agreed that at the request of the insured the cover under Section I(i) & II(i), (ii) for Limit of Loss as stated in the Policy schedule shall extend to include loss or damage to the insured property while undergoing the process of boiling and /or casting in a secured place within the insured premises.

The Sum Insured under this extension as mentioned in policy schedule during the Policy period.

All other terms, conditions and limitations of the Policy remain unaltered.

10. PEAK SEASON INCREASE

Notwithstanding anything to the contrary contained in the Policy or endorsed thereon, it is hereby declared and agreed that at the request of the Insured, the Sum Insured under Section I contained herein may be increased at any Location by up to an agreed % of the Sum Insured Limits contained herein during the policy period as agreed and specified under the Policy/endorsement, if any.

All other terms, conditions and limitations of the Policy remain unaltered.

11. FIRST BUY COVER CLAUSE

Notwithstanding anything herein contained to the contrary in this policy or in any of its conditions, it is hereby declared and agreed that at the request of the insured and in consideration of the payment of additional premium, the Section 2 of the policy is extended to cover the stock and stock in trade whilst being carried or conveyed by the Insured or his authorized representative from the place of first purchase anywhere in India to the Insured premises anywhere in India.

Special Conditions:

Further, it is hereby agreed and declared that in the event of the claim the Insured shall submit documentary proof with regard to the purchase made.

The Sum Insured under this extension shall be as mentioned on policy schedule in the aggregate during the policy period.

12. SPURIOUS & STOLEN GOLD CLAUSE

Notwithstanding anything herein contained to the contrary in this policy or in any of its conditions, it is hereby declared and agreed that at the request of the insured and in consideration of the payment of additional premium, the Section 1 of the policy is extended to cover the Loss Incurred On account Of Confiscation by Police Authorities of Theft/Stolen/Spurious Gold which were purchased by the Insured from Bonafede customers.

Further, it is hereby agreed and declared that in the event of the claim the Insured shall submit documentary proof with regard to the purchase made.

The Sum Insured under this extension shall be as mentioned on policy schedule in the aggregate during the policy period.

Specific Conditions:

- 1) KYC documents to be collected PAN / AADHAR / Driving Licence / Ration Card or any ID card copy along with undertaking letter of the seller
- 2) The payment for such transaction should be transferred to customers' Bank a/c thru RTGS/NEFT mode only
- 3) Police Confiscation Certification.
- 4) No reinstatement of sum insured is allowed hereunder.

**13. INFIDELITY COVERAGE
(SPECIFIED PERSONS OTHER THAN EMPLOYEES)**

It is hereby agreed and declared that on payment of additional premium the Section IV is extended to cover financial loss caused to the Insured due to physical loss of property insured up to amount specified in the schedule resulting directly from one or more fraudulent or dishonest acts committed by “Specified Persons” not in regular employment of the Insured, acting alone or in collusion with others subject to such fraudulent acts being committed during the policy period specified in the schedule.

“Specified Person” shall mean Duly Constituted Attorney, Consultant, Cutter, Broker, Agent, Gold Smith, Dealer, Job worker, Contractor, Sub-Contractor, Angadia and other such entities including the employees of the above.

Provided that:

- a. Such loss is committed during the course of the Business, and
- b. Such loss is committed by the Specified persons with the primary intention to obtain personal financial gain, and
- c. The Company’s liability to indemnify is subject to the Deductible, the Specified persons Sum Insured and the Limit of Indemnity.

The limit under this section shall be _____/- Any one Accident As mentioned on Policy Schedule and _____/- Any one Year As mentioned on Policy Schedule.

Unless otherwise agreed by the Company, there shall be no claim hereunder:

- i. in respect of acts committed prior to the inception date or after the expiry date of this Policy.
- ii. for losses not discovered and reported to the Company within 180 days of the act of fraud or dishonesty.
- iii. for any Infidelity loss which involves a series of acts committed by any of above or group of above conspiring together, this condition shall be deemed to apply to each individual act of fraud and dishonesty and not solely to the final act prior to discovery.

14. SALES TRIP COVERAGE ENDORSEMENT

Notwithstanding anything to the contrary contained in the Policy or endorsed thereon, it is hereby declared and agreed that at the request of the Insured, this Policy is extended to cover the insured Property whilst at the international sales trips and up to the limits stated in the endorsement. Cover is provided for transits to and from sales trips locations where so indicated and by the methods specified and stated in the endorsement if any.

Period of this coverage...days

Sum Insured Limit:

Itinerary of sales trips:

Storage during sales trips:

This coverage is subject to the following warranties and conditions:

- 1) During sales trips the insured Property being carried shall be in key locked showcases and or safe and/or accompanied baggage/cabinets with the keys removed, except whilst temporarily removed therefrom for showing to customers.
- 2) The insured Property is NOT covered against mysterious loss or unexplained shortage whilst at exhibitions.

All other terms, conditions and limitations of the Policy remain unaltered.

15. CERTIFICATES OF DIAMOND / JEWELS COVERAGE

Notwithstanding anything to the contrary contained in this Policy or endorsed thereon, it is hereby declared and agreed that at the request of the Insured, this Policy extends to cover replacement cost of lost or damaged certificates of Diamond/Jewels, as below:

The Sum Insured under this extension shall be as mentioned on policy schedule.

This coverage is subject to the following exclusions:

- a) Loss or Damage where the Diamond/Jewels to which the certificate refers has been lost or damaged.
- b) Loss or Damage to certificates caused by or resulting from wear and tear and gradual deterioration.

The Company shall not be liable beyond the actual replacement value of the lost or damaged certificates of Diamond/Jewels

All other terms, conditions and limitations of the Policy remain unaltered.

16. SABOTAGE AND TERRORISM DAMAGE COVER ENDORSEMENT (MATERIAL DAMAGE ONLY)

INSURING CLAUSE

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

For the purpose of this cover, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Act, 1967 (as amended from time to time) 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.

For the purpose of this cover, an act of sabotage means a subversive act or series of such acts committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

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

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

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

LOSSES EXCLUDED

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

1. loss by seizure or legal or illegal occupation;
2. loss or damage caused by:
 - (i) voluntary abandonment or vacation, 2
 - (ii) confiscation, commandeering, nationalisation, requisition, detention, embargo, quarantine, or any result of any order of public or government authority, which deprives the Insured of the use or value of its property;
3. loss or damage arising from acts of contraband or illegal transportation or illegal trade;
4. loss or damage directly or indirectly arising from or in consequence of the seepage and or discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment;
5. loss or damage arising directly or indirectly from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind;
6. loss or damage arising directly or indirectly from or in consequence of asbestos emission, release, discharge, dispersal or escape or asbestos exposure of any kind;
7. any fine, levy, duty, interest or penalty or cost or compensation/damages and/or other assessment which is incurred by the Insured or which is imposed by any court, government agency, public or civil authority or any other person;
8. loss or damage by electronic means including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon. This exclusion shall not operate to exclude losses (which would otherwise be covered under this Policy) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile;
9. loss or damage caused by vandals or other persons acting maliciously or by way of protest or strikes, labour unrest or riots;

10. loss or increased cost occasioned by any public or government or local or civil authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any property insured hereunder;
11. any consequential loss or damage, loss of use, delay or loss of markets, loss of income, depreciation, reduction in functionality, or increased cost of working;
12. loss or damage caused by factors including but not limited to cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service;
13. loss or increased cost as a result of threat or hoax;
14. loss or damage caused by or arising out of burglary, house - breaking, looting, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any action taken in respect of an act of sabotage and/or terrorism;
15. loss or damage caused by mysterious disappearance or unexplained loss;
16. loss or damage directly or indirectly caused by mould, mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health;
17. total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind;
18. Any loss due to fines or damages for breach of contract, or penalties of whatever nature;
19. Any infidelity, fraudulent, dishonest or criminal act by any director, officer or trustee of the Insured whether acting alone or in collusion with others;
20. Any debt, insolvency or commercial failure, whether to provide bond or security or otherwise, or any other financial cause of any party or person whatsoever.
21. loss or damage caused by Civil Commotion, Insurrection, Revolution or Rebellion, Mutiny and/or Coup d'Etat and Civil War except as may be insured specifically under any Political Violence Extension to this cover;
22. Third party liability howsoever arising except as may be insured specifically under any Third-Party Liability Extension to this cover.

LIMIT OF INDEMNITY

The limit of indemnity under this cover shall not exceed the Total Sum Insured given in the Policy Schedule or INR 20,000,000,000 per compound/location whichever is lower.

In respect of sabotage and/or terrorism cover for dwellings, limit of indemnity shall not exceed Total Sum Insured as mentioned in the Policy Schedule or INR 4,000,000,000 per compound/location whichever is lower.

In respect of several locations being covered under a single policy on a floater basis, the maximum aggregate loss suffered from all the locations mentioned in the Policy schedule shall not exceed Total Sum Insured as mentioned in the Policy Schedule or INR 20,000,000,000/- whichever is lower.

In respect of several insurance policies within the same compound/location with one or different insurers, the maximum aggregate loss payable per compound/location by any one or all insurers, shall be INR 20,000,000,000. If the actual aggregate loss suffered at one compound/location is more than INR

20,000,000,000, the amounts payable towards individual policies shall be reduced in proportion to the sum insured of the policies.

EXCESS*

Shops & Residential Risks: 1% of the claim amount for each and every claim subject to Minimum of INR 10,000 and Maximum of INR 500,000

Non-Industrial Risks: 1% of the claim amount for each and every claim subject to Minimum of INR 25,000 and Maximum of INR 1,000,000

Industrial Risks: 5% of the claim amount for each and every claim subject to Minimum of INR 100,000 and Maximum of INR 25,00,000

*Whichever is applicable

ADD ON COVERS

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

In respect of sabotage and/or terrorism cover for long term dwellings, limit of indemnity including the claim on add on cover(s) shall not exceed total sum insured plus separate sublimit opted for add on cover(s) or INR 4,000,000,000/- whichever is lower. In respect of several insurance policies within the same compound/location, the maximum aggregate loss payable per compound/location by any one or all insurers shall be INR 4,000,000,000/-

MID TERM COVER

In case the coverage under this endorsement is granted during the currency of the policy, no claims will be payable for loss or damage to property caused by an act of sabotage and/or terrorism occurring during the first 15 (fifteen) days from the date of granting such cover. There should be no known or recorded/reported losses from ground up including threats/hoaxes from date of inception of policy to the date of granting such cover.

SANCTION, LIMITATION AND EXCLUSION CLAUSE

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

CANCELLATION CLAUSE

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

If the cancellation is for any other purpose, refund of premium will only be allowed after charging short term scale rates.

Note: The definitions, terms and conditions of main Policy save as modified or endorsed herein shall apply.

(Forming Part of Sabotage & Terrorism Damage Cover Endorsement of Policy No.....) wherever opted

I. Terrorism Third Party Liability Insurance Add On Cover

1. Insuring Clause

1.1. In consideration of the premium paid and subject to the exclusions, limits, and terms and conditions contained herein, this add on cover indemnifies the Insured for its ascertained Loss by reason of the liability imposed upon the Insured by law or assumed under an indemnification contract, for damages in respect of a claim, arising out of a loss up to but not exceeding the sub limit (i.e. 10% of the Total Sum Insured Value for Sabotage and Terrorism Endorsement or INR 25,00,00,000 whichever is less, each any one loss and in all for the Policy Period) for Bodily Injury and/or Property Damage resulting solely and directly from an act or acts of sabotage and terrorism as defined under Sabotage and Terrorism damage cover endorsement.

1.2. Provided such claim made is first received by the Insured during the Policy Period or the Insured gives written notification to Insurer of the discovery of his involvement in such act of sabotage and terrorism within 90 days of the expiry of the Policy.

1.3. Regardless of the number of claims made against the Insured, the Insured shall always be liable for the deductible, in respect of each and every loss. Each loss's deductible amount shall be subject to no aggregate limitation regardless of the number of losses or claims made against the Insured.

1.4. As soon as the Insured becomes aware of a loss or receives a claim, the Insured shall promptly, and at its own expense, take all reasonable steps to prevent further Bodily Injury and/or Property Damage resulting from the same loss or conditions which may give rise to a similar loss.

1.5. Insurer shall not be called upon to assume the handling or control of the defence or settlement of any claim made against the Insured however the Insurer shall have the right, but not the duty, to participate with the Insured in the defence or settlement of any claim which may be indemnifiable in whole or in part by this Policy.

1.6. Insurer will pay any defence expenses incurred after exhaustion of the deductible amount or each loss deductible amount, whichever is the greater, provided the prior written consent of Insurer is obtained before those defence expenses are incurred and subject to Insurer's limits of liability under this endorsement.

1.7. Whenever any written demand received by the Insured for damages is finally resolved by a payment by the Insured which, regardless of the amount thereof, is only covered in part by this Policy, then the percentage of any defence expenses that can be included in the Ultimate Net Loss shall be calculated by dividing that part of such payment which is covered by this Policy, by the total amount paid by the Insured.

1.8. In the event the Insured elects not to appeal, a judgement which may, in whole or in part, involve indemnity under this Policy, Insurer may, following discussion with the Insured, elect to make such appeal at their own cost and expense and shall be liable for the taxable costs and disbursements and any additional interest incidental to such appeal; but in no event shall the liability of Insurer exceed the relevant limits of liability plus such cost, expense, disbursements and interest.

2. Definition

The words "Bodily Injury", wherever used in this policy, shall mean all physical injury to a third-party human being including death, sickness, disease or disability and all mental injury, anguish or shock to such human being resulting from such physical injury.

3. Exclusions

1. Any loss arising from War (whether before or after the outbreak of hostilities) between any two or more countries;
2. Loss, injury or damage arising out of discrimination or humiliation;
3. Loss or damage to property
 - (a) owned, leased, rented or occupied by the Insured;
 - (b) in the care, custody or control of the Insured;
4. Mental injury, anguish, shock or the like where no physical injury has occurred to the litigant;
5. Loss or damage caused by Civil Commotion, Insurrection, Revolution or Rebellion, Mutiny and/or Coup d'Etat and Civil War except as may be insured specifically under any Political Violence Extension to Sabotage and Terrorism Endorsement;

SUBJECT OTHERWISE TO ALL THE TERMS, CONDITIONS, DEFINITIONS, DEDUCTIBLES, LIMITATIONS AND EXCLUSIONS OF THE MAIN POLICY AND SABOTAGE AND TERRORISM ENDORSEMENT TO WHICH THIS EXTENSION IS ATTACHED.

(Forming Part of Sabotage & Terrorism Damage Cover Endorsement of Policy No.....) wherever opted

II. Political Violence Insurance Extension - Property Damage Wording

1. INSURING CLAUSE

In consideration of the premium paid and subject to the exclusions, limits, and terms and conditions contained herein, this add on cover indemnifies the Insured for its ascertained Loss for any one loss up to but not exceeding the sub limit (i.e. 10% of Total Sum Insured for Sabotage and Terrorism Endorsement or INR 50,00,00,000 whichever is lesser, each in respect of any one loss and in the aggregate) against:

1.1 Physical loss or physical damage to the Buildings and Contents which belong to the Insured or for which the Insured is legally responsible, directly caused by one or more of the following perils occurring during the Policy Period and in respect of which the Insured has purchased cover:

1. Civil Commotion;
2. Insurrection, Revolution or Rebellion;
3. Mutiny and/or Coup d'Etat;
4. Civil War.

Such perils in respect of which cover has been purchased by the Insured shall be the "Covered Causes of Loss".

2. DEFINITIONS

"Civil Commotion" shall mean any act committed in the course of a disturbance of the public peace (where such disturbance is motivated by political reasons) by any person taking part together with others in such

disturbance or any act of any lawfully constituted authority for the purpose of suppressing or minimising the consequence of such act.

"Civil War" shall mean an internecine war, or a war carried on between or among opposing citizens of the same country or nation.

"Coup d'Etat" shall mean the sudden, violent and illegal overthrow of a sovereign government or any attempt at such overthrow.

"Insurrection, Revolution and Rebellion" shall mean a deliberate, organised and open resistance, by force and arms, to the laws or operations of a sovereign government, committed by its citizens or subjects and/or a rising against a sovereign government or other authority.

"Mutiny" shall mean a wilful resistance by members of legally armed or peace-keeping forces to a superior officer.

3. EXCLUSIONS

This cover DOES NOT INDEMNIFY AGAINST:

1. Any loss arising from War (whether before or after the outbreak of hostilities) between any two or more countries.
2. Third party liability howsoever arising except as may be insured specifically under any Third-Party Liability Extension to this cover;

4. CHANGES/AMENDMENTS

Any addenda, amendments or endorsements to this Policy shall only be valid if agreed by Insurers in writing.

SUBJECT OTHERWISE TO ALL THE TERMS, CONDITIONS, DEFINITIONS, DEDUCTIBLES, LIMITATIONS AND EXCLUSIONS OF THE MAIN POLICY AND SABOTAGE AND TERRORISM ENDORSEMENT TO WHICH THIS EXTENSION IS ATTACHED.

THESE WORDINGS ARE SUBJECT TO CHANGE DEPENDING ON THE REINSURANCE ARRANGEMENT IN PLACE.

TERRORISM INSURANCE PHYSICAL LOSS OR DAMAGE WORDING

INSURING CLAUSE

Subject to the exclusions, limits and conditions hereinafter contained, this Insurance insures property as stated in the Schedule attaching to and forming part of this Policy (hereinafter referred to as the "Schedule") against physical loss or physical damage occurring during the period of this Policy caused by an Act of Terrorism or Sabotage, as herein defined.

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

For the purpose of this Insurance, an act of sabotage means a subversive act or series of such acts committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

LOSSES EXCLUDED

This Policy does not insure against:

1. Loss or damage arising directly or indirectly from nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination may have been caused.
2. Loss or damage occasioned directly or indirectly by war, invasion or warlike operations (whether war be declared or not), hostile acts of sovereign or local government entities, civil war, rebellion, revolution, insurrection, martial law, usurpation of power, or civil commotion assuming the proportions of or amounting to an uprising.
3. Loss by seizure or legal or illegal occupation unless physical loss or damage is caused directly by an Act of Terrorism or an Act of Sabotage.
4. Loss or damage caused by confiscation, nationalisation, requisition, detention, embargo, quarantine, or any result of any order of public or government authority which deprives the Insured of the use or value of its property, nor for loss or damage arising from acts of contraband or illegal transportation or illegal trade.
5. Loss or damage directly or indirectly arising from or in consequence of the seepage and or discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence, or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment.
6. Loss or damage arising directly or indirectly from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind.
7. Loss or damage arising directly or indirectly from or in consequence of asbestos emission, release, discharge, dispersal or escape or asbestos exposure of any kind.
8. Any fine or penalty or other assessment which is incurred by the Insured or which is imposed by any court, government agency, public or civil authority or any other person.
9. Loss or damage by electronic means including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorized instructions or code or the use of any electromagnetic weapon.

This exclusion shall not operate to exclude losses (which would otherwise be covered under this Policy) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.
10. Loss or damage caused by vandals or other persons acting maliciously or by way of protest or strikes, labour unrest, riots or civil commotion.
11. Loss or increased cost occasioned by any public or government or local or civil authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any property insured hereunder.
12. Loss or damage caused by measures taken to prevent, suppress or control actual or potential terrorism or sabotage unless agreed in writing prior to such measures being taken.
13. Any consequential loss or damage, loss of use, delay or loss of markets, loss of income, depreciation, reduction in functionality, or increased cost of working.

14. Loss or damage caused by factors including but not limited to cessation, fluctuation, or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service.
15. Loss or increased cost as a result of threat or hoax.
16. Loss or damage caused by or arising out of burglary, house - breaking, looting, theft, or larceny.
17. Loss or damage caused by mysterious disappearance or unexplained loss.
18. Loss or damage directly or indirectly caused by mould, mildew, fungus, spores or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

PROPERTY EXCLUDED

This Policy does not cover physical loss or physical damage to:

1. Land or land values.
2. Power transmission, feeder lines or pipelines not on the Insured's premises.
3. Any building or structure, or property contained therein, while such building or structure is vacant or unoccupied or inoperative for more than thirty days, unless the property is intended to be unoccupied in its normal operations.
4. Aircraft or any other aerial device, or watercraft.
5. Any land conveyance, including vehicles, locomotives or rolling stock, unless such land conveyance is declared hereon and solely whilst located at the property insured herein at the time of its damage.
6. Animals, plants and living things of all types.
7. Property in transit not on the Insured's premises.

17. COMMUNICABLE DISEASE EXCLUSION

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

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

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

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

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

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

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

2.4 the disease, substance or agent is such:

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

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

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

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

3.1 any partial or complete closure of and/or slowdown in, including but not limited to any closure by or under the advisories of public, military, government or civil authorities, or any denial of access to 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 policy.

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

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

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

This endorsement wording may vary depending on Reinsurer and Treaty Leader.

18. FULL COVER FOR PAIR AND SET

Where this Optional Cover is in force under the Policy, any loss or damage caused to any article forming part of a pair of set, the Company shall pay the full value for that pair and set, subject to the exclusions, basis of indemnity, and conditions of the Policy. This Optional Cover will be available with prior written intimation for a specific sum insured as may be required by the Insured, on receipt of the applicable additional premium. The details about Sum Insured limit and other conditions for which this Optional Cover will be in force under the Policy shall be as specified in the Schedule or any endorsement hereto.