

PREMIUM PAYMENT CLAUSE

1. The Insured confirms that the premium has been paid in full to the Insurers at issuance/inception of this policy.

2. If the premium due under this policy has been mutually agreed between the Insurer and the Insured to be paid in installments, the insured confirms and agrees the following:

a. The first such premium installment as specified in the policy schedule has been paid in full to the insurers at issuance/inception of this policy.

b. Subsequent installments as specified in the policy schedule shall be paid in full on or before the scheduled due dates and that the cover under the policy shall stand suspended, in case any installment is not received by the said scheduled due date thereof.

3. It is also understood and agreed that for policy issued on co-insurance basis, the Leading Co-insurer is authorized to exercise rights under this clause on their own behalf and on behalf of all co-insurers participating in this contract.

CONSTRUCTION WARRANTIES

FORM - C

attached to and forming part of Fire Policy No.

WARRANTED THAT THE BUILDING IS BUILT OF

(1) "FIRE PROOF" Walls of reinforced concrete and/or burnt, silica or sand lime bricks and/or stones bonded in cement and/or lime and or mortar with rods of masonry or brick work and/or concrete and/or tiles bonded in cement and or lime mortar, over steel, iron, teak or other nonresinous wood frame and flooring of reinforced concrete not less than 5 inches thick and or wooden floor laid on reinforced concrete structure without intermediated space.

(2) "PUCCA" Walls of reinforced concrete frame with concrete, cement concrete, cement and sand stone, or burnt bricks panels not less than 4" inches thick and/or burnt bricks and/or stones set in lime and/or mortar and/or concrete and roof of soorkey, chunam or concrete over tiles on beams and/or rafters of iron, steel, teak, or other hard non- resinous wood and flooring of brick and/or terra cotta and/or fire clay, stone and/or concrete not less than 5 inches thick and in case of upper floors laid on beams of iron teak or other non resinous wood.

(3) "ORDINARY" Walls of burnt silica or sand lime bricks or stones not less than 9 inches in thickness and/or reinforced concrete frames with cement concrete and/or cement and sand and/or stone and/or burnt brick panels not less than 4 inches thick and/or hollow clay or concrete block not less than 4 inches thick and roof of tiles or metal and/or corrugated iron or asbestos sheeting and/or mud soorkey or chunam over timber boards.

(4) "KUTCHA-PUCCA" Walls of unburnt bricks or mud and/or iron or asbestos sheeting over iron or timber frame and/or "Pucca Bondi" and/or dudji and/or brick nogging and roofs of tiles metals and/or corrugated asbestos sheets and/or shingles.

AIRCRAFT DAMAGE

ENDORSEMENT ATTACHING TO POLICY NO. _____

In consideration of the payment by the Insured to the Company of the sum of additional premium, it is hereby agreed and declared that the insurance under the policy shall subject to the Special Conditions hereinafter contained, extend to include loss or damage to the property insured directly caused by Aircraft and other aerial devices and/or articles dropped therefrom.

Provided always that all the conditions of the policy shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.

SPECIAL CONDITIONS

- (1) The liability of the Company shall in no case under this Endorsement and the policy exceed the Sum Insured by each item of the Policy.
- (2) This insurance does not cover any loss or damage caused by any Aircraft to which permission to land has been extended by the Insured.

TERRORISM EXCLUSION CLAUSE

Notwithstanding any provision to the contrary within this policy or any endorsement thereto, this Policy does not cover any loss, damage or expense of whatsoever nature directly or indirectly caused by, resulting from, happening through or in connection with any act of terrorism, regardless of any other cause contributing concurrently or in any other sequence to the loss, damage or expense.

For the purpose of this exclusion, terrorism means an act of violence or an act dangerous to human life, tangible or intangible property or infrastructure with the intention of effect to influence any government or put the public or any section of the public in fear

In any action suit or other proceeding where the insurer alleges that by reason of this definition a loss, damage or expense is not covered by this policy, the burden of proving that such loss, damage or expense is covered shall be upon the insured.

MALICIOUS DAMAGE ENDORSEMENT

ENDORSEMENT No.----- EXTENDING THE INSURANCE under Riot and Strike
Endorsement No.----- of the ----- in the
name of ----- and declared to
form part thereof as if written or printed thereon.

It is hereby agreed and declared that the insurance under the said Riot and Strike Endorsement shall extent to include MALICIOUS DAMAGE which for the purpose of this extension shall mean.

Loss of or damage to the property insured directly caused by the malicious act of any person (whether or not such act is committed in the course of a distrubance of the public peace) not being an act amounting to or committed in connection with an occurrence mentioned in Special Condition II of the said Riot and Strike Endrosement.

But the company shall not be liable under this extension for any loss or damage by fire or explosion nor for any loss or damage arising out of or in the course of burglary, housebreaking, theft or larceny or any attempt thereat or caused by any person taking part therein.

Provided always that all condition and provisos of the said Riot and Striket Endorsement shall apply to this extension as if they had been incorporated herein.

IMPACT DAMAGE ENDORSEMENT

Endorsement extending the insurance under policy No. _____ for
Rs. _____ and declared to form part thereof as is written or printed thereon.

In consideration of the payment by the insured to the Company of the sum of Rs. _____
being additional premium, it is hereby agreed and declared that the insurance under the policy shall, subject to
Special Conditions hereinafter contained, extend to include loss or damage to the property insured (by fire or
otherwise) directly caused by impact with road vehicles, horses or cattles.

Provided always that the conditions of the policy shall apply as if they had been incorporated herein and for
the purpose hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire within the
meaning of this policy.

SPECIAL CONDITIONS

1. The liability of the company shall in no case under this endorsement and the policy exceed the sum insured by each item of the policy.
2. This insurance does not cover any loss or damage caused by impact with road vehicles, horses and cattles belonging to and under the control of the insured and persons in his employment.

RIOT AND STRIKE ENDORSEMENT

ENDORSEMENT No EXTENDING THE INSURANCE under Policy No

of the

in the name of

It is hereby agreed and declared that notwithstanding anything in the within written Policy contained to the contrary the insurance under this Policy shall extend to cover Riot and Strike damage which for the purpose of this endorsement shall mean (subject always to the Special Conditions hereinafter contained)

Loss of or damage to the property insured directly caused by:-

1. The act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lockout or not) not being an occurrence mentioned in Condition-II of the Special Conditions hereof.
2. The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimising the consequences of any such disturbance.
3. The wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lockout.
4. The action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimising the consequences of any such act.

SPECIAL CONDITIONS APPLICABLE TO THIS EXTENSION

(i) This insurance does not cover:-

- (a) Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
- (b) Loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation.
- (c) Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
- (d) Loss or damage occasioned by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building.
- (e) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.

PROVIDED nevertheless that the Company is not relieved under (c) or (d) above of any liability to the Insured in respect of physical damage to the property insured occurring before dispossession or during temporary dispossession.

(ii) This insurance does not cover loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purposes of this Condition I (ii) only combustion shall include any self-sustaining process of nuclear fission.

II. This insurance does not cover any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from, happening through, arising out of, or in connection with any of the under mentioned occurrences regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage, cost or expense.

- (a) War, invasion, act of foreign enemy, hostilities or warlike operations (whether, war be declared or-not), civil war.
- (b) Mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.
- (c) Any act of terrorism - For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, or an act harmful to human life, tangible or intangible property or infrastructure, of any person or group(s)-of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

P.T.O.

