

STANDALONE TERRORISM INSURANCE POLICY

Section 1 Material Damage::

1. 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.

1.1 LOSSES EXCLUDED

This Policy does not insure against:

- 1.1.1.** 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.
- 1.1.2.** 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.
- 1.1.3.** 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.
- 1.1.4.** 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.
- 1.1.5.** 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.
- 1.1.6.** 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.
- 1.1.7.** 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.

- 1.1.8.** 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.
- 1.1.9.** 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 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.

- 1.1.10.** Loss or damage caused by vandals or other persons acting maliciously or by way of protest or strikes, labour unrest, riots or civil commotion.
- 1.1.11.** 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.
- 1.1.12.** Loss or damage caused by measures taken to prevent, suppress or control actual or potential terrorism or sabotage unless agreed by Underwriters in writing prior to such measures being taken.
- 1.1.13.** 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.
- 1.1.14.** 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.
- 1.1.15.** Loss or increased cost as a result of threat or hoax.
- 1.1.16.** Loss or damage caused by or arising out of burglary, house - breaking, looting, theft or larceny.
- 1.1.17.** Loss or damage caused by mysterious disappearance or unexplained loss.
- 1.1.18.** 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.

1.2 PROPERTY EXCLUDED

Unless otherwise expressly agreed, This Policy does not cover physical loss or physical damage to:

- 1.2.1** Land or land values.
- 1.2.2** Power transmission, feeder lines or pipelines not on the Insured's premises.
- 1.2.3** 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.
- 1.2.4** Aircraft or any other aerial device, or watercraft.
- 1.2.5** 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.

1.2.6 Animals, plants and living things of all types.

1.2.7 Property in transit not on the Insured's premises.

1.3 CONDITIONS

1.3.1 JOINT INSUREDS

The Underwriters' total liability for any loss or losses sustained by any one or more of the Insureds under this Insurance will not exceed the sum insured shown in the Schedule. The Underwriters shall have no liability in excess of the sum insured whether such amounts consist of insured losses sustained by all of the Insureds or any one or more of the Insureds.

1.3.2. OTHER INSURANCE

This Policy shall be excess of any other insurance available to the Insured covering a loss covered hereunder except such other insurance which is written specifically as excess insurance over this Policy. When this Policy is written specifically in excess of other insurance covering the peril insured hereunder, this Policy shall not apply until such time as the amount of the underlying insurance, (whether collectible or not), has been exhausted by loss and damage covered by this Policy in excess of the deductible with respect to each and every covered loss.

1.2.3. SITUATION

This Policy insures property located at the addresses stated in the Schedule.

1.2.4. SUM INSURED

The Underwriters hereon shall not be liable for more than the sum insured stated in the Schedule in respect of each occurrence and in the Policy aggregate.

1.2.5. DEDUCTIBLE

Each occurrence shall be adjusted separately and from each such amount the sum stated in the Schedule shall be deducted.

1.2.6. OCCURRENCE

The term "Occurrence" shall mean any one loss and/or series of losses arising out of and directly occasioned by one Act or series of Acts of Terrorism or Sabotage for the same purpose or cause. The duration and extent of any one "Occurrence" shall be limited to all losses sustained by the Insured at the property insured herein during any period of 72 consecutive hours arising out of the same purpose or cause. However no such period of 72 consecutive hours may extend beyond the expiration of this Policy unless the Insured shall first sustain direct physical damage by an Act of Terrorism or an Act of Sabotage prior to expiration and within said period of 72 consecutive hours nor shall any period of 72 consecutive hours commence prior to the attachment of this Policy.

1.2.7. DEBRIS REMOVAL

This Policy also covers, within the sum insured, expenses incurred in the removal from the insured location of debris of property stated in the Schedule damaged by an Act of Terrorism or an Act of Sabotage.

The cost of removal of debris shall not be considered in determination of the valuation of the property covered.

1.2.8. DUE DILIGENCE

The Insured (or any of the Insured's agents, sub or co-contractors) must use due diligence and do (and concur in doing and permit to be done) everything reasonably practicable, including but not limited to taking precautions to protect or remove the insured property, to avoid or diminish any loss herein insured and to secure compensation for any such loss including action against other parties to enforce any rights and remedies or to obtain relief or indemnity.

1.2.9. PROTECTION MAINTENANCE

It is agreed that any protection provided for the safety of the property insured shall be maintained in good order throughout the currency of this Policy and shall be in use at all relevant times, and that such protection shall not be withdrawn or varied to the detriment of the interests of the Underwriters without their consent.

1.2.10. VALUATION

It is understood that, in the event of damage, settlement shall be based upon the cost of repairing, replacing or reinstating (whichever is the least) property on the same site, or nearest available site (whichever incurs the least cost) with material of like kind and quality without deduction for depreciation, subject to the following provisions:

The repairs, replacement or reinstatement (all hereinafter referred to as "replacement") must be executed with due diligence and dispatch;

Until replacement has been effected the amount of liability under this Policy in respect of loss shall be limited to the actual cash value at the time of loss;

If replacement with material of like kind and quality is restricted or prohibited by any by-laws, ordinance or law, any increased cost of replacement due thereto shall not be covered by this Policy.

The Underwriters' liability for loss under this Policy shall not exceed the smallest of the following amounts:

The Policy limit applicable to the destroyed or damaged property,

The replacement cost of the property or any part thereof which was intended for the same occupancy and use, as calculated at the time of the loss,

The amount actually and necessarily expended in replacing said property or any part thereof.

The Underwriters will normally expect the Insured to carry out repair or replacement of the insured property, but if the Insured and the Underwriters agree that it is not practicable or reasonable to do this, the Underwriters will pay the Insured an amount based on the repair or replacement costs, less an allowance for fees and associated costs which are not otherwise incurred. The Underwriters will only pay the Insured up to the Sum Insured shown in the Schedule.

1.2.11. INCORRECT DECLARATION PENALTY

If the values declared as stated in the Schedule are less than the correct insured values as determined above, then any recovery otherwise due hereunder shall be reduced in the same proportion that the values declared bear to the values that should have been declared, and the Insured shall co-insure for the balance.

1.2.12. NOTIFICATION OF CLAIMS

The Insured, upon knowledge of any occurrence likely to give rise to a claim hereunder, shall give written advice as soon as reasonably practicable to the Underwriters and or the Broker, named for that purpose in the Schedule, who is to advise the Underwriters within seven (7) days of such knowledge of any occurrence and it is a condition precedent to the liability of Underwriters that such notification is given by the Insured as provided for by this Policy.

If the Insured makes a claim under this Insurance he must give the Underwriters such relevant information and evidence as may reasonably be required and co-operate fully in the investigation or adjustment of any claim. If required by the Underwriters, the Insured must submit to examination under oath by any person designated by the Underwriters.

1.2.13. PROOF OF LOSS

The Insured shall render a signed and sworn proof of loss within sixty (60) days after the occurrence of a loss (unless such period be extended by the written agreement of Underwriters) stating the time, place and cause of loss, the interest of the Insured and all others in the property, the sound value thereof and the amount of loss or damage thereto.

If the Underwriters have not received such proof of loss within two years of the expiry date of this Policy, they shall be discharged from all liability hereunder.

In any claim and/or action, suit or proceeding to enforce a claim for loss under this Policy, the burden of proving that the loss is recoverable under this Policy and that no limitation or exclusion of this Policy applies and the quantum of loss shall fall upon the Insured.

1.2.14. SUBROGATION

Any release from liability entered into in writing by the Insured prior to loss hereunder shall not affect this Policy or the right of the Insured to recover hereunder. The right of subrogation against any of the Insured's subsidiary or affiliated companies or any other companies associated with the Insured through ownership or management is waived;

In the event of any payment under this Policy, the Underwriters shall be subrogated to the extent of such payment to all the Insured's right of recovery therefor. The Insured shall execute all papers required, shall cooperate with Underwriters and, upon the Underwriters' request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, attaining the attendance of witnesses and in the conduct of suits and shall do anything that may be necessary to secure such right. The Underwriters will act in concert with all other interests concerned (including the Insured) in the exercise of such rights of recovery. If any amount is recovered as a result of such proceedings, such amount shall be distributed in the following priorities:

- (i) Any interest, (including the Insured's), exclusive of any deductible or self insured retention, suffering a loss of the type covered by this Policy and in excess of the coverage under this Policy shall be reimbursed up to the amount of such loss (excluding the amount of the deductible);
- (ii) Out of the balance remaining, the Underwriters shall be reimbursed to the extent of payment under this Policy;
- (iii) The remaining balance, if any, shall inure to the benefit of the Insured, or any insurer providing insurance primary to this Policy, with respect to the amount of such primary insurance, deductible, self insured retention, and/or loss of a type not covered by this Policy.

The expense of all proceedings necessary to the recovery of any such amount shall be apportioned between the interests concerned, including that of the Insured, in the ratio of their respective recoveries as finally settled. If there should be no recovery and proceedings are instituted solely on the initiative of Underwriters, the expense thereof shall be borne by the Underwriters.

1.2.15. SALVAGE AND RECOVERIES

All salvages, recoveries and payments recovered or received subsequent to a loss settlement under this Policy shall be applied as if recovered or received prior to the said settlement and all necessary adjustments shall be made by the parties hereto.

1.2.16. FALSE OR FRAUDULENT CLAIMS

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claims and benefit hereunder shall be forfeited.

1.2.17. MISREPRESENTATION

If the Insured has concealed or misrepresented any material fact or circumstance relating to this Insurance, this Insurance shall become void. If the Insured is unsure what constitutes material fact(s) or circumstance(s), they should consult their broker or agent.

1.2.18. ABANDONMENT

There shall be no abandonment to the Underwriters of any property.

1.2.19. INSPECTION AND AUDIT

The Underwriters or their agents shall be permitted but not obligated to inspect the Insured's property at any time.

Neither the Underwriters' right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the Insured or others, to determine or warrant that such property is safe.

The Underwriters may examine and audit the Insured's books and records at any time up to two years after the final termination of this Policy, as far as they relate to the subject matter of this Insurance.

1.2.20. ASSIGNMENT

Assignment or transfer of this Policy shall not be valid except with the prior written consent of the Underwriters.

1.2.21. RIGHTS OF THIRD PARTIES EXCLUSION

This Policy is effected solely between the Insured and the Underwriters.

This Policy shall not confer any benefits on any third parties, including shareholders, and no such third party may enforce any term of this Policy.

This clause shall not affect the rights of the Insured.

1.2.22. CANCELLATION

This Policy shall be non-cancellable by the Underwriters or the Insured except in the event of non-payment of premium where the Underwriters may cancel the Policy at their discretion.

In the event of non-payment of premium this Policy may be cancelled by or on behalf of the Underwriters by delivery to the Insured or by mailing to the Insured or the Broker by registered, certified, or other first class mail, at the Insured's address as shown in this Policy, written notice stating when, not less than fifteen (15) days thereafter, the cancellation shall be effective. The mailing of such notice shall be sufficient proof of notice and this Policy shall terminate at the date and hour specified in such notice.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

1.2.23. ARBITRATION

If the Insured and Underwriters fail to agree in whole or in part regarding any aspect of this Policy, each party shall, within ten (10) days after the demand in writing by either party, appoint a competent and disinterested arbitrator and the two (2) chosen shall before commencing the arbitration select a competent and disinterested umpire.

The arbitrators together shall determine such matters in which the Insured and Underwriters shall so fail to agree and shall make an award thereon and the award in writing of any two (2), duly verified, shall determine the same, and if they fail to agree, they will submit their differences to the umpire.

The parties to such arbitration shall pay the arbitrators respectively appointed by them and bear equally the expenses of the arbitration and the charges of the umpire.

1.2.24. SEVERAL LIABILITY

The Underwriters' obligations under this Policy are several and not joint and are limited solely to their individual subscriptions. The Underwriters are not responsible for the subscription of any co-subscribing Underwriter who for any reason does not satisfy all or part of its obligations.

1.2.25. LEGAL ACTION AGAINST UNDERWRITERS

No one may bring a legal action against Underwriters unless:

There has been full compliance by the Insured with all of the terms of this Policy; and

The action is brought within two (2) years after the expiry or cancellation of this Policy.

1.2.26. MATERIAL CHANGES

The Insured shall notify the Underwriters of any change of circumstances which would materially affect this Insurance.

1.2.27. EXPERTS FEES

This Insurance includes, within the sum insured, the necessary and reasonable fees of architects, surveyors, consulting engineers and other professional experts which are incurred in reinstating or repairing the insured property following damage insured under this Policy.

1.2.28. LAW

As specified in the Schedule.

1.2.29. JURISDICTION

As specified in the Schedule.

1.2.30. NON-USA LEGAL SERVICE

Any summons, notice or process to be served upon the Underwriters for the purpose of instituting any legal proceedings against them in connection with this insurance may be served upon (name of the insurer) who have authority to accept service on their behalf.

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1.3 EXTENSIONS APPLICABLE TO ABOVE SECTION

1.3.1 ESCALATION CLAUSE

It is hereby declared and agreed that the insurer shall provide for escalation of total insured value under items of section I of the schedule attached to the policy upto 105% of the original site value at the time of a claim without additional premium. The basis of claim settlement shall be the original site value of effected materials plus increase in cost of replacement, if any, provided that the increase in the value of such materials does not exceed 105% of the original site value. Escalation of cost of materials shall only apply at the time of a claim in regards to reinstating or replacing materials on the same site, or nearest available site (whichever incurs the least cost) with material of like kind and quality without deduction of depreciation.

It is also hereby declared and agreed that in the event of a claim the insured would be considered as fully insured upto the sum insured inclusive of 105% increase as per selected escalation and under insurance would apply in the event of the cost of replacement of the effected material exceeding the original value of selected 105% towards escalation.

Limit : Upto 5% of Total Sum Insured (excluding stocks & stock-in-process)

1.3.2 INADVERTENT OMISSION/ OMISSION TO INSURE ADDITIONS ALTERATIONS OR EXTENSIONS

The insured having notified the insurer of their intention to insure all property in which they are interested and it being their belief that all such property is insured, if hereinafter any such property shall be found to have been inadvertently omitted, the insurers will deem it to be insured within the terms of this policy, upto a limit of INR 100,000,000 EEL and INR 200,000,000 in aggregate Loss provided that such property is declared to insurer immediately upon discovery of omission but not later than 60 days after the policy expiry. No refund of premium would be allowed under this cover.

Limit – Upto Rs. 10 Crs. EEL and Rs 20 Crs in aggregate Loss

1.3.3. DEMOLITION & DEBRIS REMOVAL (EXCLUDING FOREIGN DEBRIS)

It is further agreed that this Policy includes the cost and expenses of clearing debris(excluding foreign debris), including the cost of clean up, after loss, destruction or damage by a contingency insured hereunder including but not limited to the costs

and expenses actually incurred in the necessary dismantling, removal, demolition, shoring up or propping, clearance of drains and sewers, temporary hoarding up of the Property so destroyed or damaged including undamaged portions and the removal of debris (including the removal of contents whether damaged or undamaged) provided that:

- (i) Such costs are not recoverable under any other policy of insurance;
- (ii) No liability is assumed for the expense of removal of any property or part thereof, the removal of which is solely required by any government law or public ordinance.

PROVIDED that this policy does not insure against the costs of decontamination or removal of water, soil or any other substance on or under the premises insured hereunder.

It is a condition precedent to recovery under this extension that the Insurer shall have paid or agreed to pay for direct loss or damage to the property insured hereunder unless such payment is precluded solely by the operation of any deductible

Limit: Rs.20.00 Crs.EEL excluding Foreign Debris

1.3.4 PROFESSIONAL FEES/Architects' Surveyors & Consulting Engineers' fees

This policy is extended to cover architects, surveyors, legal and consulting engineers' fees necessarily incurred by the Insured consequent upon loss or damage as insured hereunder, but not for preparing any claim. This extension shall also include reasonable costs incurred by the insured of a like nature.

Limit: 5% of the Claim amount subject to Rs.5.00 Crs. EEL

1.3.5 ADDITIONAL CUSTOM DUTY

It is hereby declared and agreed that the insured shall be indemnified during the currency of this policy, towards the additional Custom Duty amount of INR 5 crores for e.e.l which may be incurred by the Insured over and above the Custom Duty amount taken into account in arriving at the Sum Insured of the affected item.

Limit : Rs. 5.00 Crs. EEL

1.3.6 Third Party Liability (as per T3L wording) ::

In consideration of the payment of the premium set out in Item 5 of the Declarations Underwriters agree subject to the insuring agreements, conditions, exclusions, definitions and declarations contained in this policy, to indemnify the Insured in respect of their operations, for their Ultimate Net Loss by reason of the liability imposed upon the insured by law for monetary damages in respect of:

- (a) claims first made against the Insured during the policy period set out in Item 4 of the Declarations; or
- (b) claims or circumstances likely to give rise to a claim insured hereunder that are reported in writing to Underwriters within 90 days after the expiry of this policy

provided always that such claims arise out of an Occurrence as defined herein that takes place during the policy period, for Bodily Injury and/or Property Damage resulting solely and directly from an Act or acts of Terrorism as defined herein.

Limit : Rs. 1.00 cr EEL

EXCLUSIONS

This policy does not apply to any actual or alleged liability for:-

1. Loss, injury 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, injury or damage occasioned directly or indirectly by war, invasion or warlike operations (whether war be declared or not), hostile acts of sovereign or government entities, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power or martial law or confiscation by order of any Government or public authority.
3. Loss by seizure or illegal occupation unless caused directly by an Act of Terrorism.
4. Loss, injury or damage caused by confiscation, requisition, detention, legal occupation, 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, injury or damage directly or indirectly arising from or in consequence of the discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant of 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 or loss, injury or damage directly or indirectly arising from chemical or biological release or exposure of any kind,

However, notwithstanding the above and subject to all other terms, conditions and exclusions of this policy, coverage shall be given for damages on account of Bodily Injury and/or Property Damage, and for the costs of cleaning up pollutants or contaminants, arising out of an Occurrence as defined herein in respect of a discharge of pollutants or contaminants immediately, solely and directly caused by an Act of Terrorism, and only where the pollutants or contaminants were present at the location of an Act of Terrorism prior to such act.

6. Loss, injury or damage by attacks by electronic means including computer hacking or the introduction of any form of computer virus.
7. Loss, injury or damage caused by vandals or other persons acting maliciously or by way of protest or strikes, riots or civil commotion unless caused directly by an Act of Terrorism.

8. Loss, injury or damage resulting from delay or loss of markets, failure to supply goods or services, or failure to perform however caused or arising, and despite any preceding loss insured hereunder.
9. Loss or damage caused by cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies, telecommunications or service of any type.
10. Loss or increased cost as a result of threat or hoax, in the absence of physical damage due to an Act of Terrorism.
11. Bodily Injury to employees or contract workers of the Assured or arising under any workers' compensation, unemployment compensation or disability laws, statutes, or regulations;
12. Bodily Injury or Property Damage arising out of discrimination or humiliation;
13. Loss or damage to property
 - (a) owned, leased, rented or occupied by the Insured;
 - (b) in the care, custody or control of the Insured;
14. For fines, penalties, punitive damages, exemplary damages, or any additional damages resulting from the multiplication of compensatory damages;
15. Mental injury, anguish or shock where no Bodily Injury has occurred to the claimant;
16. For Bodily Injury and/or Property Damage directly or indirectly relating to the actual, alleged or threatened presence of asbestos in any form;
17. For any claims or circumstances disclosed on the Application for this insurance.

Nothing contained in the above exclusions shall extend this policy to cover any liability which would not have been covered had these exclusions not been incorporated herein.

LIMITS

1 LIMITS OF LIABILITY

Underwriters shall only be liable for Ultimate Net Loss, as set out in Item 2 of the Declarations, any one Occurrence and in the aggregate in excess of the underlying amount and/or the each Occurrence Retention set out in Item 3 of the Declarations.

Regardless of the number of Occurrences or claims made against the Insured or multiple Insureds, Underwriters' total limits of liability shall not exceed the amount of Ultimate Net Loss in the aggregate as set forth in Item 2 of the Declarations. Such limits include Defence Expenses.

2 UNDERLYING AMOUNT/EACH OCCURRENCE RETENTION

Only that part of any payment constituting Ultimate Net Loss shall deplete the underlying amount and/or the each Occurrence Retention set out in Item 3 of the Declarations. Regardless of the number of claims made against the Insured, where the underlying amount is in respect of each Occurrence, the Insured shall always be liable for either the underlying amount or the each Occurrence Retention, whichever is the greater, in respect of each and every Occurrence.

Regardless of the number of claims made against the Insured, where the underlying amount is in the aggregate, the Insured shall always be liable for the remaining underlying amount and/or the each Occurrence Retention.

The each Occurrence Retention shall be subject to no aggregate limitation regardless of the number of Occurrences or claims made against the Insured.

CONDITIONS

This policy is subject to the following conditions:-

1 INSOLVENCY

The insolvency, bankruptcy, receivership or any refusal or inability to pay of the Insured and/or any insurer and/or any Underwriter shall not operate to:-

- (a) deplete the underlying amount(s) and/or each Occurrence Retention set out in Item 3 of the Declarations;
- (b) increase Underwriter's liability under this policy;
- (c) increase any Underwriter's share of liability under this policy.

In no event shall any Underwriter of this policy assume the responsibilities and/or obligations of the Insured and/or any insurer and/or any Underwriter.

2 OTHER INSURANCE

Where the Insured is, irrespective of this policy, entitled to be indemnified in whole or in part by any other insurance in respect of any damages which would otherwise have been indemnifiable in whole or in part by the Underwriters of this policy, there shall be no contribution or participation by the Underwriters of this policy on the basis of any deficiency, concurrent or double insurance for such damages or that part of such damages for which the Insured is entitled to be indemnified by such other insurance. This condition will apply whether or not the Insured is actually indemnified by such other insurance.

3 NOTICE OF CLAIM

As a condition precedent to coverage under this policy, immediate written notice must be given to Underwriters of any claim or circumstance that, alone or in combination with any other claims or circumstances, may give rise to liability.

For the purpose of this Condition 3 the Insured will notify Underwriters of any claim covered hereunder, or circumstances likely to give rise to a claim that would be covered hereunder, for which the Insured is alleged to be liable without regard to the amount of damages claimed.

4 PROTECTION MAINTENANCE

The Insured warrants that any protections and safeguards provided for the protection of persons and/or property shall be maintained in good order throughout the currency of this policy and shall be in use at all relevant times, and that such protection shall not be withdrawn or varied without the consent of the Underwriters.

5 PREVENTION OF FURTHER CLAIMS

As soon as the Insured becomes aware of an Occurrence 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 Occurrence or conditions which may give rise to a similar Occurrence.

6 ATTACHMENT OF LIABILITY

Liability to pay under this policy shall not attach unless and until the Insured has, with Underwriters' prior written consent, paid an amount of Ultimate Net Loss which exceeds the underlying amount and/or the each Occurrence Retention set out in Item 3 of the Declarations.

7 DEFENCE

Underwriters shall not be called upon to assume the handling or control of the defence or settlement of any claim made against the Insured but Underwriters 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.

Underwriters will indemnify the Insured for their several shares of any Defence Expenses incurred after exhaustion of the underlying amount or each Occurrence Retention, whichever is the greater, provided the prior written consent of Underwriters is obtained before those Defence Expenses are incurred and subject to Underwriters' limits of liability set out Item 2 of the Declarations.

The Insured shall not admit liability for or settle any claim which may be indemnifiable in whole or in part by this policy without Underwriters written consent.

8 APPEALS

In the event the Insured elects not to appeal, a judgement which may, in whole or in part, involve indemnity under this policy, Underwriters 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 Underwriters exceed the relevant limits of liability set out in Item 2 of the Declarations plus such cost, expense, costs, disbursements and interest.

9 APPORTIONMENT OF DEFENCE EXPENSES

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 recoverable hereunder shall be calculated by dividing that part of such payment which is covered by this policy, by the total amount paid by the Insured.

10 LOSS PAYABLE

Any amount for which Underwriters are liable under this policy shall be due and payable solely to the Insured's London agent within 30 days after it is agreed by Underwriters.

11 SUBROGATION

Where an amount is paid by Underwriters under this policy, the Insured's rights of recovery against any other person or entity in respect of such amount shall be exclusively subrogated to Underwriters. At Underwriters' request the Insured will assist, co-operate and lend its name to the exercise of Underwriters' rights of subrogation. The Insured is hereby authorised to waive any rights of recovery in relation to any other party, provided such waiver is given in writing prior to the relevant Occurrence, subject to prior agreement by Underwriters.

12 APPLICATION OF RECOVERIES

All recoveries or payments recovered or received subsequent to a payment by Underwriters under this policy, after deduction of all recovery expenses, shall be applied on a "top down" basis such that the last amount paid out in settlement of a loss shall be reimbursed first and all necessary adjustments shall then be made between the Insured and Underwriters, notwithstanding any rule or precedent to the contrary.

13 WAIVER OR CHANGE

Notice to or knowledge possessed by any person shall not effect a waiver or change in any part of this policy or stop Underwriters from asserting any right under this policy; nor shall any part of this policy be waived or changed, except by endorsement issued to form a part hereof, signed by Underwriters.

14 ASSIGNMENT

Assignment of interest under this policy shall not bind Underwriters unless and until their written agreement thereto is secured.

15 CANCELLATION

Cancellation of this policy may be effected only by Underwriters or their representatives

sending by certified or registered mail, notice to the other party stating when, not less than 30 days thereafter, cancellation shall be effective. The mailing of notice as aforesaid by Underwriters or their representatives to the first named Insured at the address shown in Item 1 of the Declarations shall be sufficient proof of notice and the coverage under this policy with respect to all Insureds shall end on the effective date and hour of cancellation stated in the notice. Delivery of such written notice by Underwriters or Underwriters' representatives shall be equivalent to sending by certified or registered mail.

If this policy shall be cancelled by Underwriters, they shall retain the pro rata proportion of the premium for the period this policy has been in force.

Notice of cancellation by Underwriters shall be issued only in the event of non-payment or short payment of premium.

This policy shall be non-cancellable by the Insured.

16 LAW AND JURISDICTION

As set out in declaration Item 7

17 SERVICE OF SUIT

If and as attached to this policy, solely with respect to any proceeding to compel arbitration as provided in Condition 18 or for the confirmation or enforcement of any arbitration award.

18 ARBITRATION

If the Insured and Underwriters fail to agree in whole or in part regarding any aspect of this policy, each party shall, within ten (10) days after the demand in writing by either party, appoint a competent and disinterested arbitrator and the two chosen shall before commencing the arbitration select a competent and disinterested umpire. The arbitrators together shall determine such matters in which the Insured and Underwriters shall so fail to agree and shall make an award thereon, and if they fail to agree, they will submit their differences to the umpire and the award in writing of any two, duly verified, shall determine the same.

19 INSPECTION AND INVESTIGATION

Underwriters shall be permitted but not obligated to inspect the Insured's property and operations at any reasonable time. Neither Underwriters' right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the Insured or others, to determine or warrant that such property or operations are adequate or safe.

In addition to the notice requirements in this policy, on request by Underwriters, the Insured will provide full details of all Occurrences or claims which could deplete the underlying amount, deplete the each Occurrence Retention or ultimately give rise to indemnity under this policy.

The Insured will co-operate fully with Underwriters should Underwriters decide to investigate any such Occurrence or claim. Underwriters may examine and audit the Insured's books and records at any time during normal working hours, as far as they relate to the subject matter of this policy.

20 CROSS LIABILITY

In the event of claims being made by reason of Bodily Injury suffered by any employee of one Insured which does not arise out of the injured employee's employment, for which another Insured is liable, then this policy shall cover the Insured against whom such claim is made in the same manner as if separate policies had been issued to each Insured.

Nothing contained in this Condition 20 shall operate to increase Underwriters' limits of liability set out in Item 2 of the Declarations.

21 ONUS OF PROOF

In any arbitration or other proceeding to enforce a claim for loss under this policy, the burden of proving that the loss is recoverable under this policy and that no limitation or exclusion of this policy applies and the quantum of loss shall fall upon the Insured.

DEFINITIONS

This policy is subject to the following definitions:-

1 TERRORISM

For the purpose of this Insurance, an Act of Terrorism means an act, 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.

2 BODILY INJURY

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 CLAIM

The word "claim", wherever used in this policy, shall mean that part of each written demand received by the Insured for monetary damages covered by this policy, including the service of suit or institution of arbitration proceedings. The term "claim" shall not include a demand for an injunction or any other non-monetary relief.

4 DEFENCE EXPENSES

The words "Defence Expenses", wherever used in this policy, shall mean investigation, adjustment, appraisal, defence and appeal costs and expenses and pre and post judgement interest, paid or incurred by or on behalf of the Insured.

The salaries, expenses or administrative costs of the Insured or its employees or any insurer shall not be included within the meaning of Defence Expenses.

5 PROPERTY DAMAGE

The words "Property Damage", wherever used in this policy, shall mean physical loss of, physical damage to or physical destruction of tangible property of a third party, including loss of use of the tangible property so lost, damaged or destroyed and/or removal of debris from third party property.

6 ULTIMATE NET LOSS

The words "Ultimate Net Loss", wherever used in this policy, shall mean the amount the Insured is obligated to pay, by judgement or settlement, as damages resulting from a claim, including Defence Expenses in respect of such claim arising out of one Occurrence.

7 OCCURRENCE

The term "Occurrence" shall mean any one loss and/or series of losses arising out of and directly occasioned by one Act or series of related Acts of Terrorism for the same purpose or cause. The duration and extent of any one "Occurrence" shall be limited to all losses directly occasioned by one Act or series of Acts of Terrorism arising out of the same purpose or cause during any period of 72 consecutive hours commencing at the time of the first such act and within a radius of ten (10) miles of the location of the first such Act of Terrorism.

However for the purposes of this policy no period of 72 consecutive hours shall commence prior to the attachment of this policy.

SECTION – II

BUSINESS INTERRUPTION EXTENSION

2. INSURING CLAUSE

In consideration of the premium paid, and subject to the EXCLUSIONS, CONDITIONS AND LIMITATIONS of the Policy to which this Extension is attached, and also to the FOLLOWING ADDITIONAL CONDITIONS, EXCLUSIONS AND LIMITATIONS, this Policy is extended to cover loss resulting from necessary Interruption of Business caused by Direct Physical Loss or Damage, as covered by the Policy to which this Extension is attached, to the Property Insured.

In the event of such Direct Physical Loss or Damage, the Underwriters shall be liable for the actual loss sustained by the Insured resulting directly from such necessary Interruption of Business, but not exceeding the reduction in Gross Earnings, as defined hereafter, less charges and expenses which are not necessary during the Interruption of Business, for a period not to exceed the lesser of:

- (a) such length of time as would be required, with the exercise of due diligence and dispatch, to repair, rebuild or replace such part of the property as has been destroyed or damaged,

or

- (b) eighteen (18) calendar months,

commencing with the date of such Direct Physical Loss or Damage and not limited by the expiration of this Policy.

Due consideration shall be given to the continuation of normal charges and expenses, including payroll expenses, to the extent necessary to resume operations of the Insured with the same operational capability as existed immediately before the loss.

2.1 CONDITIONS

2.1.1 Direct Loss or Damage

No claim shall be payable under this Extension unless and until a claim has been paid, or liability admitted, in respect of Direct Physical Loss or Damage to Property Insured under the Policy to which this Extension is attached and which gave rise to Interruption of Business.

This Condition shall not apply if no such payment shall have been made, or liability admitted, solely owing to the operation of a Deductible in said Policy which excludes liability for losses below a specified amount.

2.1.2 Values Declared (and Incorrect Declaration Penalty)

The premium for this Extension has been based on a statement of individual values declared to and agreed by the Underwriters at the inception of the Policy and stated in the Schedule.

If any of the individual values declared are less than the equivalent amount of the Co-insurance percentage, as stated in the Schedule, of the Interruption of Business values, then any recovery otherwise due hereunder shall be reduced in the same proportion that the individual value(s) declared bear to the value(s) that should have been declared and the Insured shall co-insure for the balance.

2.1.3 Resumption of Operations

If the Insured could reduce the loss resulting from the Interruption of Business,

- (a) by complete or partial resumption of operation of the property,

and/or

- (b) by making use of Merchandise, Stock (Raw, In Process or Finished), or any other property at the Insured's locations or elsewhere,

and/or

- (c) by using or increasing operations elsewhere,

then such possible reduction shall be taken into account in arriving at the amount of loss hereunder.

2.1.4 Expenses to reduce Loss

This Extension also covers such expenses as are necessarily incurred for the purpose of reducing loss under this Extension (except expenses incurred to extinguish a fire), and, in respect of manufacturing risks, such expense, in excess of Normal, as would necessarily be incurred in replacing any Finished Stock used by the Insured to reduce loss under this Extension; but in no event to exceed the amount by which loss under this Extension is thereby reduced. Such expenses shall not be subject to the application of any contribution clause.

2.3 EXCLUSIONS

This Extension does not insure against:

1. increase in loss resulting from interference at the insured premises, by strikers or other persons, with rebuilding, repairing or replacing the property or with the resumption or continuation of operation;
2. increase in loss caused by the suspension, lapse, or cancellation of any lease, licence, contract, or order, unless such results directly from the insured Interruption of Business, and then Underwriters shall be liable for only such loss as affects the Insured's earnings during, and limited to, the period of indemnity covered under this Policy;
3. increase in loss caused by the enforcement of any ordinance or law regulating the use, reconstruction, repair or demolition of any property insured hereunder;
4. loss of market or any other consequential loss.

2.4. LIMITATIONS

2.4.1 The Underwriters shall not be liable for more than the smaller of either:

- (a) any specific Business Interruption Sum Insured stated in the Schedule,

or

- (b) the Sum Insured stated in the Schedule, where such includes Business Interruption, if such is a combined limit,

in respect of such loss, regardless of the number of locations suffering an interruption of business as a result of any one occurrence.

2.4.2. With respect to loss resulting from damage to or destruction of media for, or programming records pertaining to, electronic data processing or electronically controlled equipment, by the perils insured against, the length of time for which the Underwriters shall be liable hereunder shall not exceed:

- (a) thirty (30) consecutive calendar days or the time required with exercise of due diligence and dispatch to reproduce the data thereon from duplicates or from originals of the previous generation, whichever is less; or,
- (b) the length of time that would be required to rebuild, repair or replace such other property herein described as has been damaged or destroyed, but not exceeding eighteen (18) calendar months,

whichever is the greater length of time.

2.5 DEFINITIONS

2.5.1. Gross Earnings are for the assessment of premium and for adjustment in the event of loss defined as,

The sum of:

- (a) total net sales value of production or sales of Merchandise,

and

- (b) other earnings derived from the operations of the business,

less the cost of

- (c) Raw Stock from which production is derived,
- (d) supplies consisting of materials consumed directly in the conversion of such Raw Stock into Finished Stock, or in supplying the services sold by the Insured,
- (e) Merchandise sold including packaging materials therefor,
- (f) materials and supplies consumed directly in supplying the service(s) sold by the Insured,
- (g) service(s) purchased from outsiders (not employees of the Insured) for resale which do not continue under contract,
- (h) the difference between the cost of production and the nett selling price of Finished Stock which has been sold but not delivered.

No other costs shall be deducted in determining Gross Earnings.

In determining Gross Earnings due consideration shall be given to the experience of the business before the date of loss or damage and the probable experience thereafter had loss not occurred.

2.5.2. Raw Stock

Material in the state in which the Insured receives it for conversion into Finished Stock.

2.5.3. Stock in Process

Raw Stock which has undergone any ageing, seasoning, mechanical or other process of manufacture at the Insured's premises but which has not become Finished Stock.

2.5.4. Finished Stock

Stock manufactured by the Insured which in the ordinary course of the Insured's business is ready for packing, shipment or sale.

2.5.5. Merchandise

Goods kept for sale by the Insured which are not the product of manufacturing operations conducted by the Insured.

2.5.6. Normal

The condition that would have existed had no loss occurred.

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2.6 EXTENSIONS APPLICABLE TO ABOVE SECTION

2.6.1 DEPARTMENTAL CLAUSE

If the business be conducted in Departments, the independent trading results of which are ascertainable the provisions of provisos i.e. loss of gross profit in respect of i) reduction in turnover ii) increase in cost of Working shall apply separately to each Department affected by the Damage.

2.6.2 INTERDEPENDENCY

This Policy is extended to cover losses arising from business interruption sustained by the Insured as a result of an insured loss having been incurred at another Insured location as specified in the schedule.