



Add on Clauses for Industrial All Risk Policy – Policy Wording

1. Endorsements wordings of Add ons

1.1. Immediate Repairs

It is agreed that in case of loss the Insured, if they so elect, with the approval of the insurer, may immediately begin repairs or reconstruction but such work shall at all times be open to supervision by the Insurer and in case of dispute as to the cost of repair and/or reconstruction the loss shall be settled in accordance with the terms of this Policy, the sole object of this Condition being not to deprive the Insured from the use of operating properties which may be necessary to their Business. Evidence of loss to be photographed and if any damaged item are replaced then same to be preserved for inspection by Surveyor.

1.2. Partial Payment Of Loss Settlement

In the event of a loss occurring which has been ascertained to be insured loss or damage under this Policy and determined by the Insurer's representatives to be in excess of the applicable Policy deductible, the Insurer will advance mutually agreed upon partial payment(s) on the insured loss or damage, subject to the Policy's provisions. To obtain said partial payments, the Insured will submit a signed and sworn Proof of Loss as described in this Policy, with adequate supporting documentation.

1.3. Expense for loss minimization

This Policy includes expenses for loss minimisation necessarily incurred by The Insured to prevent any aggravation of an Insured Loss following a loss or damage at any Insured's Premises specified in The Schedule, including moving / shifting of property if this contributes to loss minimisation, subject to a limit per loss as per schedule.

1.4. Contracting Purchasers Interest

If at the time of the Damage the Insured have contracted to sell their interest in any Building insured by this Section and the purchase has not been but shall afterwards be completed, the purchasers on completion of the purchase (if and so far as the property is not otherwise insured against such Damage by them or on their behalf) shall be entitled to benefit under this Section without prejudice to the rights and liabilities of the Insured or the Insurer until completion.

1.5. Merger And Acquisition

Subject to the limits of liability set forth in Declarations and both the entities insured with us, this policy automatically covers the Insured's interest in newly acquired property, as is otherwise covered by merged entity's existing policy, whether acquired through merger, acquisition or likewise transactions having legal sanctity. The Insured agrees to report, within sixty (60) days of the interest being known to the Insured, newly acquired interest up to 50% to the acquirer Company. In the event of failure of the Insured to report newly acquired interest to the Company within sixty (60) days, as specified herein, the Company shall not be liable for more than earlier existing sum insured in the event of loss occurrence covered by this policy, with respect to said interest.

1.6. Roads Pavements And Street Furniture

The Insurance provided by this Section extends to include Damage to own roads pavements and street furniture. Provided these item have been included in policy sum insured. The liability of the Insurer shall not exceed the Inner Limit of Liability stated in the Specification.

1.7. 72 Hours Clause:

It is agreed that any loss of or damage to the Insured Property arising during any one period of seventy two (72) consecutive hours, caused by storm, tempest, flood or earthquake shall be deemed as a single event and therefore to constitute one occurrence with regard to the Excesses provided for herein. For the purpose of the foregoing the commencement of any such seventy two (72) hours period shall be decided at the discretion of the Insured it being understood and agreed, however, that there shall be no overlapping in any two or more such seventy two (72) hours periods In the event of damage occurring over a more extended period of time.

1.8. Additional Insured

It is understood and agreed that any individual, firm, corporation and/or its joint ventures, for whom or with whom The Insured may be operating is hereby named as additional Insured in The Schedule when required by contract, or as required. It is further understood and agreed that in the event there is any violation of the terms and conditions of this insurance by one Insured, it shall not affect the rights of other Insured; including interest of mortgagees and notice of assignment in respect thereof.

1.9. Loss Payee Clause:-

In the event of claims being made under the policy, a form of discharge signed by an authorised representative of insured shall be accepted as a valid discharge on behalf of all other parties interested in the insurance by the policy. An amount agreed in settlement of such claims shall be payable solely in favour of or to the order of insured who agree to hold the insurer harmless in respect of such payment.

1.10. Fire Fighting Expenses/ Foam Consumption

This Policy is extended to include the cost of re-filling fire extinguishers that have been used during fire fighting activities provided that the Company's maximum liability under this clause shall not exceed _____ in all, which is part of and not in addition to the total sum insured of this policy.

1.11. Non Vitiating Clauses:-

- 1.11.1. It is noted and agreed that if the Insured described in the schedule comprises more than one insured party each operating as a separate and distinct entity then (save as provided in this Multiple Insured's Clause) cover hereunder shall apply in the same manner and to the same extent as if individual policies had been issued to each such insured party provided that the total liability of the Insurers to all of the insured parties collectively shall not exceed the sums insured and limits of indemnity including any inner limits set by memorandum or endorsements stated in the policy.
- 1.11.2. It is understood and agreed that any payment or payments by Insurers to any one or more such insured parties shall reduce to the extent of that payment Insurers liability to all such parties arising from any one event giving rise to a claim under this policy and (if applicable) in the aggregate.
- 1.11.3. It is further understood that the insured parties will at all times preserve and enforce the various contractual agreements entered into by the insured parties and the contractual remedies of such parties in the event of loss or damage.
- 1.11.4. It is further understood and agreed that insurers shall be entitled to avoid liability to or (as may be appropriate) claim damages from any of the insured parties in circumstances of fraud, misrepresentation, non-disclosure or breach of any warranty or condition of this policy committed by that insured party each referred to in this clause as Vitiating Act.
- 1.11.5. It is however agreed that (save as provided in this Multiple Insured's Clause) a vitiating act committed by one insured party shall not prejudice the right to indemnity of any other insured party who has an insurable interest and who has not committed a Vitiating Act.
- 1.11.6. Insurers hereby agree to waive all rights of subrogation which they may have or acquire against any insured party except where the rights of subrogation or recourse are acquired in consequence or otherwise following a Vitiating Act in which circumstances Insurers may enforce such rights notwithstanding the continuing or former status of the vitiating party as an Insured.
- 1.11.7. In the event of any Vitiating Act committed by any one or more insured parties, the lenders or future lenders to the project as may be required shall not be entitled to any indemnity under this policy for or arising from loss or damage in respect of which Insurers are otherwise no longer liable to indemnify any other one or

more insured parties by reason of a Vitiating Act or Acts.

1.12. Destruction of property meant for repair / replacement of insured property;

In the event of total or partial loss of or damage or destruction to the property covered hereunder, destruction of sound property which is insured with us, necessary for replacement and reinstatement of damaged property is held covered.