

HOARDING INSURANCE POLICY

WHEREAS THE INSURED named in the Schedule hereto has made to UNITED INDIA INSURANCE COMPANY LIMITED (hereinafter called the "COMPANY") a proposal and declaration which shall be the basis of this contract and be deemed to be incorporated herein for the Insurance hereinafter contained and has paid the premium stated herein.

NOW THIS POLICY WITNESSETH that subject to the terms and conditions contained herein or endorsed or otherwise expressed hereon, if the Insured shall sustain LOSS or DAMAGE to Hoardings designated in the Schedule following occurrence of any peril mentioned hereunder or incur LIABILITY as described herein at any time during the period of Insurance stated herein or any subsequent period in respect of which the Insured shall have paid and the Company shall have accepted the premium required for the renewal or extension thereof, the Company will pay to the Insured the value, at the time of happening of such loss of or damage to Insured Property or liability incurred as described herein as the case may be, but not exceeding in any one period of insurance in respect of each of the items specified herein the Sum set opposite thereto respectively.

SECTION I - HOARDING

(A) The Company will indemnify the Insured in respect of loss of or damage to the Hoarding described in the Schedule caused by fire, burglary accidental damage, earthquake storm, tempest and flood, cyclone, hurricane, Riot & Strike.

(B) **SPECIAL EXCEPTIONS:**

The Company shall not be liable in respect of Loss or damage occasioned by improper maintenance of Hoarding.

(C) **DEBRIS REMOVAL:**

The Company would indemnify the Insured in respect of costs and expenses necessarily incurred by him in the removal of debris of the portion or portions of the property insured by this Policy destroyed or damaged by any one of the perils hereby insured against but not exceeding in the aggregate Rs.500/- only.

SECTION II - PUBLIC LIABILITY

(A) The Company will indemnify the Insured in respect of all sums which the insured shall become legally liable to pay, in respect of accident caused by the falling of Hoarding on account of any of the insured perils under Section I, as compensation and litigation expenses incurred by the Insured with the Company's written consent in respect of accidental death or bodily-injury to any person provided that the liability of the Company in respect of such compensation and litigation expenses in any one period of insurance is limited to Rs.25,000/- (Rupees Twenty Five Thousand Only.)

SPECIAL EXCEPTION:

The Company shall not be liable in respect of claims arising through intentional injury/death/damage.

GENERAL EXCEPTIONS

The Company shall not be liable in respect of:

1. Loss or damage, whether direct or indirect, occasioned by happening through or arising from any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, military or usurped power or civil commotion in connection therewith.
2. Any claim arising out of any contractual liability.
3. Consequential loss of any kind or description.
4. (a) Loss, destruction of, or damage to any property whatsoever or any Loss or expense whatsoever resulting or arising therefrom, or any consequential loss
(b) Any legal liability of whatsoever nature, directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or from any nuclear weapons material.

GENERAL CONDITIONS (ALL SECTIONS)

1. **NOTICE:** Every notice and communication to the Company required by this Policy shall be in writing to the Office of the Company through which this insurance is effected.
2. **MISDESCRIPTION:** This Policy shall be void and all premium paid hereon shall be forfeited to the Company in the event of misrepresentation, mis-description or non-disclosure of any material particular.

- 3. REASONABLE CARE:** The Insured shall take all reasonable steps to safeguard the Property insured against any loss or damage. The Insured shall exercise reasonable care that only competent employees are employed and shall take all reasonable precaution to prevent all accidents and shall comply with all statutory or other regulations.
- 4. CANCELLATION:** The Company may at any time cancel the Policy on grounds of misrepresentation, fraud, non-disclosure of material fact or non-cooperation by the insured by sending fifteen days notice in writing by Registered A/D to the insured at his last known address in which case the Company shall return to the insured a proportion of the last premium corresponding to the unexpired period of insurance if no claim has been paid under the policy. The insured may at any time cancel this policy and in such event the Company shall allow refund of premium at Companies short period rates provided no claim has occurred upto the date of cancellation.
- 5. CLAIMS PROCEDURE:** The Insured shall upon the occurrence of any event giving rise or likely to give rise to a claim under this policy:-
 - a) In the event of Burglary, lodge forthwith a complaint with the Police and take all practicable steps to apprehend the guilty person or persons and to recover the Property lost.
 - b) Give immediate notice thereof to the Company and shall within Fourteen (14) days thereafter, furnish to the Company at his own expense detailed particulars of the amount of the loss or damage together with such explanations and evidence to substantiate the claim as the Company may reasonably require.
 - c) The Insured shall upon the occurrence of any event giving rise or likely to give rise to a claim under the Policy give immediate notice thereof to the Company and shall forward to the company forthwith every written notice or information of any verbal notice of claim and shall send to the Company any writ, summons or other legal process issued or commenced against the Insured and shall give all necessary information and assistance to enable the Company to settle or resist any claim or to institute proceedings. The Insured shall not incur any expense in making good claim without the written consent of the Company and shall not negotiate, pay, settle, admit or repudiate any claim without such consent.
- 6. CONTRIBUTION:** In the event that at the time of occurrence of any loss or damage or liability covered by this Policy, there shall be any other insurance covering the same loss or damage or liability whether effected by the Insured or not, this Policy shall pay only so much of the excess of such loss, damage or liability as is not recoverable under such other insurances subject always to the limitations of this Policy.
- 7. FRAUD:** If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices are used by the Insured or any one acting on the Insured's behalf to obtain any benefit under this Policy, all benefits under the policy shall be forfeited.
- 8. INDEMNITY:** The Company may at its own option reinstate, replace, or repair the Properties lost or damaged or any part thereof instead of paying the amount of loss or damage or may join with any other insurer in so doing but the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such Property as it was at the time of occurrence of such loss or damage and not more than the Sum Insured by the Company thereon.
- 9. AVERAGE:** If the Property hereby insured shall at the time of any loss or damage be collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being his own insurer for the difference, and shall bear a rateable proportion of the loss or damage accordingly. Every item, if more than one, of the Policy, shall be separately subject to this condition.
- 10. ARBITRATION:** If any dispute or difference shall arise as to the quantum to be paid under this policy (liability being otherwise admitted), such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to the dispute/difference, or, if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference, and the third arbitrator to be appointed by such two arbitrators, and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended up to date and in force.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided, if the Company has disputed or not accepted liability under or in respect of this policy.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this policy that the award by such arbitrator/arbitrators of the amount of the loss or damage shall be first obtained.

It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the insured for any claim hereunder and if such claim shall not, within 12 Calendar months from the date of such disclaimer have been made the subject matter of a suit in a court of law then the claim shall for all purposes be deemed to have been abandoned and shall not there-after be recoverable hereunder.

- 11. OBSERVANCE OF TERMS AND CONDITIONS :** The due observance and fulfillment of terms, conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured, shall be a condition precedent to any liability of the Company to make any payment under this Policy.

12. Cancellation Clause: The Company may at any time cancel the Policy on grounds of misrepresentation, fraud, non-disclosure of material fact or non-cooperation by the insured by sending fifteen days notice in writing by Registered A/D to the insured at his last known address in which case the Company shall return to the insured a proportion of the last premium corresponding to the unexpired period of insurance if no claim has been paid under the policy. The insured may at any time cancel this policy and in such event the Company shall allow refund of premium at Companys short period rates provided no claim has occurred upto the date of cancellation.

Communicable Disease Exclusion Clause:-

1. Notwithstanding any provision, clause or term of the Policy, to the contrary, it is declared and/or clarified that nothing in the Policy shall be construed as covering 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 consequence of, attributable to, arising under, out of or 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 including fear and/or threat thereof (whether actual or perceived), the actual or alleged transmission thereof, regardless of any other cause or event having occurred or contributed thereto either concurrently or in any sequence

1.2 a pandemic or epidemic, whether 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 to 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 prevention/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 Insurance Contract.

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 Contract 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 Insurance Contract (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 Insurance Contract by whatever name called like any coverage extension, additional coverage, global extension, exception to any exclusion);

(2) any change in the law, clause or similar provision;

(3) any 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 Insurance, coverage or protection under this Insurance Contract that would otherwise be excluded through the exclusion set forth in this Endorsement Clause.

6. If the Insurer alleges that by reason of this Endorsement, any amount is not covered by this Insurance Contract, the burden of proving to the contrary shall be upon the Insured.