

GENERAL REGULATIONS:

1. LOADING FOR WAIVER OF WARRANTY RELATING TO MAINTENANCE AGREEMENT –

The Warranty relating to 'Maintenance Agreement' under the policy can be waived by charging the following loadings –

a) Equipments* with Sum Insured upto Rs. 1 Lakh	50 % loading on Tariff Rates
b) Equipments* with Sum Insured above Rs. 1 lakh	100 % loading on Tariff Rates

* In case of computers, the term equipment shall include the entire computer system comprising of CPU , Key boards, Monitors, Printers, Stabilisers, UPS etc.

- a) The maintenance agreement warranty with regards to 'personal computers' with a sum insured upto Rs. 1.0 Lakh can be waived.
- b) Wherever, the competent 'In-House' maintenance facility is available, the warranty relating to 'Maintenance Agreement' with the manufacturers of the equipments' can be deleted for all electronic equipments except 'Medical equipment' covered under 'Electronic Equipment Insurance'

2. SPECIAL RATING –

For the risks having sum insured more than Rs. 1 Crore, special rating will be done. The application for special rating/discount should be accompanied by an inspection report, which must contain following information -

- a) Claims History for last 5 years
 - i) Total premium received
 - ii) Claims paid and outstanding
- b) Maintenance programme and repair facilities
- c) Good and adverse features
- d) Any special remarks

3. LOADING AND DISCOUNTS FOR CLAIMS EXPERIENCE-

- i) In case more than one policy is issued in one compound and if their aggregate Sum Insured exceeds Rs.1 Crore, all such policies issued in the compound shall attract loading/discount.
- ii) Normally claims experience for 5 years preceding the expiring policy period will be taken into account. However, for being eligible for earning a discount, the policy must have run atleast 3 years. Loading if any, shall become applicable from second year onwards.
- iii) If there is any gap between consequent renewals,
- a) for Claims Experience Discount, minimum waiting period of 3 years shall apply afresh but
- b) for loading purpose, claims experience for 5 policy periods preceding the expiring policy period shall be taken into account if available, otherwise the available claims experience shall be taken into account.

Average claims ratio in % age for 5 years preceding the expiring policy period	Discount (%)	Loading (%)
Upto 05	30	
Above 05 and upto 15	25	
Above 15 and upto 30	20	
Above 30 and upto 40	15	
Above 40 and upto 45	10	
Above 45 and upto 50	5	
Above 50 and upto 60	Nil	Nil
Above 60 and upto 80		5
Above 80 and upto 100		10
Above 100 and upto 125		15
Above 125 and upto 150		20
Beyond 150 and upto 200		35
Beyond 200		Committee to decide

4. DISCOUNT FOR OPTING HIGHER EXCESS –

Higher Excess	Discount in Tariff Rates
a) Equipment with value upto Rs. 1 lakh -	
i) <u>Equipment & External Data Media</u>	
7 ½ % of the claim amount subject to a minimum of Rs. 2000/-	10 %
10 % of the claim amount subject to a minimum of Rs. 5000/-	20 %
12 ½ % of the claim amount subject to a minimum of Rs. 10, 000/-	30 %
15 % of the claim amount subject to a minimum of Rs. 20,000/-	42 ½ %
<u>For Winchester Drive</u>	
12 ½ % of the claim amount subject to a minimum of Rs. 5, 000/-	10 %
15 % of the claim amount subject to a minimum of Rs.12, 500/-	20 %
17 ½ % of the claim amount subject to a minimum of Rs. 25000/-	30 %
20 % of the claim amount subject to a minimum of Rs. 50,000/-	42 ½ %
b) Equipment with value more than Rs. 1 lakh -	
<u>Equipment & External data media</u>	
7 ½ % of the claim amount subject to a minimum of Rs. 5,000/-	10 %
10 % of the claim amount subject to a minimum of Rs. 12,500/-	20 %
12 ½ % of the claim amount subject to a minimum of Rs. 25,000/-	30 %
15 % of the claim amount subject to a minimum of Rs. 50,000/-	42 ½ %
<u>For Winchester Drive</u>	
25 % of the claim amount subject to a minimum of Rs. 20,000/-	10 %
25 % of the claim amount subject to a minimum of Rs. 50,000/-	20 %
25 % of the claim amount subject to a minimum of Rs. 1,00,000/-	30 %
25 % of the claim amount subject to a minimum of Rs. 2,00,000/-	42 ½ %

5. ROUNDING OFF RATES-

It is not permissible to round off the rates in Annual Engg. Policies.

6. SPECIAL CONTINGENCY POLICIES -

All special contingency policies (*or similar policies known by any other name*) covering electronic equipment issued in Misc/Engg or any other Department shall be governed by this Tariff.

7. PROHIBITION TO ISSUE MB POLICY ON ELECTRONIC EQUIPMENT-

Unless otherwise specifically provided for in MB Tariff , no machinery breakdown policy should be issued on Electronic Equipment like Computers, Medical, Bio-medical, Micro processors, Audio-visual equipments which must be covered under EEI Policy only.

8. DISCOUNTS FOR DELETING FIRE AND ALLIED PERILLS –

In case of equipments covered under EEI Policy as also Fire Policy, if the insured desires to delete Fire and Allied perils the following discounts are permitted -

Cover	Discounts
For equipments covered under EEI Policy as also under Fire Policy with all extensions.	10 % of the applicable EEI rate
For equipments covered under EEI Policy as also under Fire Policy without any extensions or with only some extensions.	5 % of the applicable EEI rate

9. RULES FOR CANCELLATION -

For cancellation of insurance during the currency of the policy either wholly or in part -

- a) At the option of the Insurer, a pro-rata refund of premium may

be allowed for the unexpired term on demand.

- b) At the Insured's request, refund of premium may be allowed after charging premium for the time insurance was in force on short period scale subject to retention of minimum premium by the Insurer.

However, if, policy is replaced by new annual one, covering identical equipment/machines for sum insured not less than the respective sums insured under the cancelled policy, refund of premium may be allowed on pro-rata basis subject to retention of minimum premium.

If the risk is insured under short period scale, refund may be calculated at pro-rata of the short period scale premium provided such cancellation is followed by an annual policy for sum insured not less than the sum insured under cancelled policy. Otherwise, retention of premium shall be on short period scale.

For the sum insured not replaced in the renewed policy after cancellation, refund must be calculated after charging premium on such sum for the time insurance was in force on short period scale subject to retention of minimum premium by the Insurer.

- c) In case of revision of Tariff rates/excess, it is not permissible to cancel the policy and allow a refund of premium whereby an Insured pays lower premium for an insurance than is payable at the rates applicable at the commencement of the policy.

10. MID-TERM INCREASE IN SUM INSURED -

If the Sum Insured is increased during the currency of the policy.

- a) Short period scale of rates shall apply to increased amounts.
- b) If the policy is renewed thereafter for 12 months for an amount not less than the increased sum insured, the difference of premium between short period scale of rate and pro-rata rate may be refunded.

11. MID-TERM DECREASE IN SUM INSURED -

If the Sum Insured is decreased during the currency of the policy, Short period scale of rates shall apply on the reduced Sum Insured.

12. SHORT PERIOD POLICIES -

The policies, if to be issued for shorter period than twelve months should be issued at the rates set out hereunder –

Policy Period Required	% of Annual Rate
Not exceeding 1 week	10 % of Annual Rate
Not exceeding 1 month	25 % of Annual Rate
Not exceeding 2 months	35 % of Annual Rate
Not exceeding 3 months	50 % of Annual Rate
Not exceeding 4 months	60 % of Annual Rate
Not exceeding 6 months	75 % of Annual Rate
Not exceeding 8 months	85 % of Annual Rate
Exceeding 8 months	Full Annual Rate

* * * * *

SCHEDULE -

POLICY No. Name and Address of the Insured Premises - Works' Address - Period of Insurance Total Sum Insured	Issued at _____ Date _____ From _____ To _____ Annual Premium Rs. _____
--	---

SECTION 1 – EQUIPMENTS

Item No.	Quantity	Description of Items	Year of Manufacture	Sum Insured (Rs.)	Deductible

Excess –

a) For equipments with value upto Rs. 1 lakh -

i) Equipments (<i>other than Winchester Drive</i>)	5 % of claim amount subject to a minimum of Rs.1, 000/-
ii) Winchester Drive	10 % of claim amount subject to a minimum of Rs. 2, 500/-

b) For equipments with value more than Rs. 1 lakh -

i) Equipments (<i>other than Winchester Drive</i>)	5 % of claim amount subject to a minimum of Rs.2, 500/-
ii) Winchester Drive	25 % of claim amount subject to a minimum of Rs. 10,000/-

In case of computers, the term equipment shall include the entire computer system comprising of CPU , Key boards, Monitors, Printers, Stabilisers, UPS, System Software etc.

IN WITNESS WHEREOF the undersigned being duly authorised by the Company has/have hereunder set his/their hand (s)

Executed at _____ this day of _____ 20 _____

Examined _____
 Entered _____

FOR _____ COMPANY LTD.
 DULY CONSTITUTED ATTORNEY

SECTION II – EXTERNAL DATA MEDIA

	Sum Insured
i) Data Media (type and quantity)	
ii) Expenses for Reconstruction and re-recording of information.	
TOTAL SUM INSURED . . .	

EXCESS –

i) For Equipments with value upto Rs.1 lakh	5 % of claim amount subject to a minimum of Rs.1, 000/-
ii) For equipments with value more than Rs. 1 lakh	5 % of claim amount subject to a minimum of Rs.2, 500/-

In case of computers, the term 'equipment' shall include the entire computer system comprising of CPU , Key boards, Monitors, Printers, Stabilisers, UPS, System Software etc.

IN WITNESS WHEREOF the undersigned being duly authorised by the Company has/have hereunder set his/their hand(s)

Executed at _____ this day of _____ 20 _____

FOR _____ COMPANY LTD.

Examined _____

DULY CONSTITUTED ATTORNEY

Entered _____

SCHEDULE III – INCREASED COST OF WORKING

1. Rental of Substitute EDP Equipments - a) Indemnity Limit Per Hour b) Indemnity Period per occurrence c) Limit per occurrence (a x b) d) Aggregate indemnity limit during the period of insurance	a) Rs. ____ b) Weeks ____ c) Rs. ____ d) Rs. ____
2. Personnel Expenses	Rs. _____
3. Transportation of Materials	Rs. _____
4. Time Excess	

In witness whereof the undersigned being duly authorised by the Company has/have set his/their hand(s).

Executed at _____ this day of _____ 20 _____

FOR _____ COMPANY LTD.

Examined _____

DULY CONSTITUTED ATTORNEY

Entered _____

_____ Insurance CO. Ltd.,
(Registered Office _____)

ELECTRONIC EQUIPMENT INSURANCE POLICY -

WHEREAS the Insured named in the Schedule hereto has made to _____ Co. Ltd., (hereinafter called 'Company') a written proposal by completing questionnaire, which together with any other statement made in writing by the Insured for the purpose of this Policy is deemed to be incorporated herein.

NOW THIS POLICY OF INSURANCE WITNESSETH that subject to and/or in consideration of the Insured having paid to the Company the premium mentioned in the Schedule and subject to the terms, exclusions, conditions and provisions contained herein or endorsed hereon the Company will indemnify the Insured in the manner and to the extent hereinafter provided.

This Policy shall apply to the Insured items only after successful completion of their performance/acceptance test whether they are at work or at rest or being dismantled for the purpose of cleaning or overhauling or in the course of aforesaid operations themselves or when being shifted within the premises or during subsequent re-erection.

The liability of the Company for any one item of the Insured property shall not exceed in aggregate in any one period of Insurance the sum insured set against such items in the attached Schedule(s) unless the Sum Insured under such item is reinstated after occurrence of a claim for balance period.

GENERAL EXCLUSIONS –

The Company will not indemnify the Insured in respect of loss, damage or liability directly caused by or arising out of or aggravated by -

- a) War, Invasion, Act of foreign Enemy, Hostilities or War Like operations (whether war be declared or not), Civil War, Rebellion Revolution, Insurrection Mutiny, Civil Commotion, Confiscation, Commandeering a Group of Malicious persons or persons acting on behalf of or in connection with any political organisation, requisition or destruction or damage by order of any government de-jure or de-facto or any public, municipal or local authority.
- b) Nuclear Reaction, Nuclear radiation or radioactive contamination.
- c) Willful act or willful negligence of the Insured or his representative.;
- d) Cessation of work whether total or partial.

- e) Cost Incurred/time involved in the movement of machinery and/or any other property and/or personnel outside the territorial limits of India other than the cost of delivery of replacements for machinery lost or damaged.
- f) Derangement of the Insured property not accompanied by damage otherwise covered by this policy.
- g) Loss of or damage to the property covered under this policy falling under the terms of the Maintenance Agreement.
- h) Loss destruction or damage directly occasioned by pressure wave caused by aircraft and other aerial devices traveling at Sonic or Supersonic speeds.

In any action, suit or other proceedings where the company allege that by reason of the provisions of the above exclusions any loss, destruction, damage or liability is not covered by this insurance, the burden of proving that such loss, destruction, damage or liability is covered shall be upon the Insured.

GENERAL CONDITIONS –

- 1) The due observance and fulfillment of the terms of this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the questionnaire and proposal made by the Insured shall be a condition precedent to any liability of the Company.
- 2) The schedule and the section(s) shall be deemed to be incorporated in and form part of this policy and expression "this policy" wherever used in this contract shall be read as including the Schedule and the Section(s). Any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule or of the Section(s) shall bear such meaning wherever it may appear.
- 3) The Insured shall at his own expense take all reasonable precautions and comply with all reasonable recommendations of the company to prevent loss, damage or liability and comply with statutory requirements and manufacturers recommendations.
- 4) a) Representatives of the Company shall at any reasonable time have the right to inspect and examine the risk and the Insured shall provide the representatives of the company with all details and information necessary for the assessment of the risk.

b) The Insured shall immediately notify the Company by Telegram and in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require to ensure safe operation of the Insured items and the scope of cover and/or

premium shall, if necessary, be adjusted accordingly.

No material alteration shall be made or admitted by the Insured whereby the risk is increased unless the continuance of the Insurance be confirmed in writing by the Company.

5) DUTIES FOLLOWING AN ACCIDENT-

In the event of any occurrence which might give rise to a claim under this Policy, the Insured shall-

- a) immediately notify the Company by telephone or telegram as well as in writing giving an indication as to the nature and extent of loss or damage;
- b) take all steps within his power to minimise the extent of the loss or damage;
- c) preserve the parts affected and make them available for inspection by a representative or Surveyor of the Company;
- d) furnish all such information and documentary evidence as the Company may require;
- e) inform the police authorities in case of loss or damage due to theft or burglary .

The Company shall not in any case be liable for loss, damage or liability of which no notice has been received by the Company within 14 days of its occurrence.

Upon notification being given to the Company under this condition, the Insured may carry out the repair or replacement of any minor damage not exceeding Rs.5, 000/- provided that the carrying out of such repairs without prejudice to any question of liability of the Company and that any damaged part requiring replacement is kept for inspection by the Company, but in all other cases a representative shall have the opportunity of inspecting the loss or damage before any repairs or alterations are effected.

The liability of the Company under this Policy in respect of any item sustaining damage shall cease if said item is kept in operation after a claim without being repaired in the satisfaction of the Company or if temporary repairs are carried out without the Company's consent.

6) RECOURSE-

The Insured shall at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or required by the Company in the interest of any rights or remedies, or of

obtaining relief or indemnity from parties (other than those insured under this Policy) to which the Company shall be or would become entitled or subrogated upon their paying for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by the Company.

7) ARBITRATION-

If any dispute or difference shall arise as to the quantum to be paid under the 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 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.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitrations 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 award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained.

8) FRAUDULENT CLAIMS-

If a claim is in any respect fraudulent, or if any false declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy, or if a claim is made and rejected and no action or suit is commenced within three months after such rejection or, in case of arbitration taking place as provided therein, within three months after the Arbitrator or Arbitrators or Umpire have made their award, all benefit under this Policy shall be forfeited.

9) OTHER INSURANCE-

If at the time any claim arises under this Policy there be any other Insurance covering the same loss, damage or liability the Company shall not be liable to pay or contribute more than their rateable proportion of any claim for such loss, damage or liability.

10)TERMINATION OF INSURANCE

This Insurance may be terminated at any time at the request of the Insured; in which case the Company will retain the premium calculated at the customary short period rate for the time the Policy has been in force. This insurance may also at any time be terminated at the option of the Company, on 15 days notice to that effect being given to the Insured, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.

SECTION I – EQUIPMENTS -

All Electronic equipments like Computers, Medical, Biomedical, Micro-processors; Audio/Visual equipments including the value of Systems Software may be covered under Electronic Equipment Policy. The term equipment shall include the entire computer system consisting of CPU, Keyboards, Monitors, Printers, Stabilizers, UPS, System Software etc.

Dish Antenna is excluded from the scope of cover under this policy. Further portable Electronic Equipments like notebook, lap top computer, sonography are also excluded under EEI Policy.

SCOPE OF COVER –

The Company hereby agrees with the insured (subject to the exclusions & conditions contained herein or endorsed hereon) that if at any time during the period of Insurance stated in the schedule or during any subsequent period for which the insured pays and the Company may accept the premium for the renewal of this Policy, the items or any part thereof entered in the Schedule shall suffer any unforeseen and sudden physical loss or damage from any cause, other than those specifically excluded, in a manner necessitating repair or replacement, the Company will indemnify the Insured in respect of such loss or damage as hereinafter provided by payment in cash, replacement or repair (at their own option) upto an amount not exceeding in any one year of insurance in respect of each of the items specified in the Schedule the sum set opposite thereto and not exceeding in all the total sum expressed in the Schedule as insured hereby.

SPECIAL EXCLUSION TO SECTION - I

The Company shall not, however, be liable for -

- a) the Excess stated in the Schedule to be borne by the Insured in any one occurrence; if more than one item is lost or damaged in one occurrence, the insured shall not, however, be called upon to bear more than the highest single Excess applicable to such items;

- b) loss or damage caused by any faults or defects existing at the time of commencement of the present insurance within the knowledge of the insured, or his representatives, whether such faults or defects were known to the company or not;
- c) loss or damage as a direct consequence of the continual influence of operation (e.g. wear and tear, cavitations, erosion, corrosion, incrustation) or of gradual deterioration due to atmospheric conditions;
- d) any costs incurred in connection with the elimination of functional failures unless such failures were caused by an indemnifiable loss of or damage to the insured items;
- e) any costs incurred in connection with the maintenance of the insured items, such exclusion also applying to parts exchanged in the course of such maintenance operations;
- f) loss or damage for which the manufacturer or supplier of the insured items is responsible either by law or under contract;
- g) loss of or damage to rented or hired equipment for which the owner is responsible either by law or under a lease and/or maintenance agreement;
- h) consequential loss or liability of any kind or description;
- i) loss of or damage to bulbs, valves, tubes, ribbons, fuses, seals, belts, wires, chains, rubber tyres, exchangeable tools, engraved cylinders, objects made of glass, porcelain or ceramics sieves or fabrics, or any operating media (e.g. lubricating oil, fuel, chemicals);
- j) aesthetic defects, such as scratches on painted polished or enamelled surfaces.

In respect of the parts mentioned under i) and j) above the Company shall be liable to provide compensation in the event that such parts are effected by an indemnifiable loss or damage to the insured items.

PROVISIONS APPLYING TO SECTION – I

SUM INSURED –

It is a requirement of this insurance that the Sum Insured shall be equal to the cost of replacement of the insured property by new property of the same kind and same capacity, which shall mean its replacement cost including freight, dues and customs duties, if any and erection costs.

The sum insured of the equipment insured under this section shall include the value of 'System Software'.

BASIS OF INDEMNITY –

- a) In cases where damage to an insured item can be repaired the Company will pay expenses necessarily incurred to restore the damaged machine to its former state of serviceability plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs as well as ordinary freight to and from a repair-shop customs duties and dues if any, to the extent such expenses have been included in the Sum Insured. If the repairs are executed at a workshop owned by the Insured, the Company will pay the cost of materials and wages incurred for the purpose of the repairs plus a reasonable percentage to cover overhead charges.

No deduction shall be made for depreciation in respect of parts replaced, except those with limited life, but the value of any salvage will be taken into account. If the cost of repairs as detailed hereinabove equals or exceeds the actual value of the machinery insured immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in (b) below.

- b) In cases where an insured item is destroyed, the Company will pay the actual value of the item immediately before the occurrence of the loss, including costs for ordinary freight, erection and customs duties if any, provided such expenses have been included in the sum insured, such actual value to be calculated by deducting proper depreciation from the replacement value of the item. The Company will also pay any normal charges for the dismantling of the machinery destroyed, but the salvage will be taken into account.

Any extra charges incurred for overtime, night-work, work on public holidays, express freight, are covered by this Insurance only if especially agreed to in writing.

In the event of the Makers' drawings, patterns and core boxes necessary for the execution of a repair not being available the Company shall not be liable for the cost of making any such drawings, patterns and core boxes.

The cost of any alterations, improvements or overhauls shall not be recoverable under this policy.

The cost of any provisional repairs will be borne by the Company if such repairs constitute part of the final repairs, and do not increase the total repair expenses.

- c) In cases where the Insured item is subjected to total loss and meanwhile it becomes obsolete, all costs necessary to replace the lost

or damaged insured item with a follow-up model (similar type) of similar structure/ configuration (of similar quality) ie low, average or high capacity – will be reimbursed.

If the sum insured is less than the amount required to be insured as per Provision - 1 hereinabove, the Company will pay only in such proportion as the sum insured bears to the amount required to be insured. Every item if more than one shall be subject to this condition separately.

The Company will make payments only after being satisfied, with necessary bills and documents that the repairs have been effected or replacements have taken place, as the case may be. The Company may, however, not insist for bills and documents in case of total loss where the Insured is unable to replace the damaged equipment for reasons beyond their control. In such cases claims can be settled on 'Indemnity Basis'.

WARRANTY –

It is warranted that the Maintenance Agreement in force at the inception of this policy is maintained during the currency of this policy and no variation in the terms of the Agreement shall be made without the written consent of the Company being obtained.

For the purpose of this warranty the word 'Maintenance' shall mean the following -

- i) Safety checks,
- ii) Preventive maintenance
- iii) Rectification of loss or damage or faults arising from normal operation as well as from ageing.

Section II – EXTERNAL DATA MEDIA

SCOPE OF COVER –

The Company hereby agrees with the Insured that if the external data media entered in the Schedule inclusive of the information stored thereon, which can be directly processed in EDP systems, shall suffer any material damage caused by peril covered under Section 1 of this Policy, the Company will indemnify the Insured as hereinafter provided in respect of such loss or damage up to an amount not exceeding in any one year of insurance in respect of each of the data media specified in the Schedule the sum set opposite thereto and not exceeding in all the total sum insured hereby, provided always that such loss or damage occurs during the period of Insurance stated in the Schedule or during any subsequent period for which the Insured pays and the Company may accept the premium for the renewal of this Policy. This cover applies while the insured data media are kept on the Premises. Coverage against restoration of data under Section II only to be granted if backup system is available.

SPECIAL EXCLUSIONS TO SECTION II –

The Company shall, however, not be liable for -

- a) the excess stated in the Schedule to be borne by the Insured in any one occurrence;
- b) any costs arising from false programming, punching, labeling or inserting, inadvertent canceling of information or discarding of data media, and from loss of information caused by magnetic fields;
- c) consequential loss of any kind or description whatsoever.

PROVISIONS APPLYING TO SECTION II –

Memo 1 Sum Insured –

It is a requirement of this Insurance that the sum insured shall be the amount required for restoring the insured external data media by replacing lost or damaged data media by new material and reproducing lost information.

Memo 2 Basis of Indemnity –

The Company will indemnify any expenses that can be proved to have been incurred by the Insured within a period of 12 months as from the date of the occurrence strictly for the purpose of restoring the insured external data media to a condition equivalent to that existing prior to the

occurrence and necessary for permitting data processing operations to be continued in the normal manner.

If it is not necessary to reproduce lost data or information, or if such reproduction is not effected within 12 months after the occurrence, the Company shall only be liable to indemnify the expenses incurred for replacing the lost or damaged data media themselves by new material.

As from the date of an indemnifiable occurrence the sum insured shall be reduced for the remaining period of insurance by the amount of indemnity paid, unless the sum insured is reinstated.

Section III – INCREASED COST OF WORKING

Notwithstanding Special Exclusion (i) under Section 1 of this Policy the Company hereby agrees to indemnify the Insured upto but not exceeding the limits of Indemnity stated in the Schedule for all additional costs which the Insured shall incur to ensure continued data processing on substitute equipment if such costs arise as an unavoidable consequence of an indemnifiable loss or damage during the period of insurance to property insured under the Material Damage Section of this Policy.

SPECIAL EXCLUSIONS TO SECTION III –

The Company shall not be liable for -

- i) Costs incurred for use of substitute equipment during the Time Excess stated in the Schedule,
- ii) Costs for replacement of data media, data and regeneration of data,
- iii) Costs arising out of circumstances, which are not connected with the insured material damage. In particular the Company shall not be liable for additional costs arising out of -
 - a) bodily injuries,
 - b) orders or measures imposed by any public authority,
 - c) expansion and improvements of the equipments,
 - d) Lack of funds causing delay in repairs or replacement of damaged equipments,
- iv) Any other consequential loss such as loss of market or interest.

PROVISIONS APPLYING TO SECTION III –

Memo 1 INDEMNITY PERIOD –

The Indemnity Period shall commence with putting into use the substitute equipments. The insured shall bear that proportion of each claim, which corresponds to the Time Excess agreed.

Memo 2 SUM INSURED –

The 'indemnity limit per hour' and 'total sum insured' stated in the schedule shall be declared by the insured. The total sum insured shall represent the aggregate limit of indemnity payable for all events occurring during the period of insurance.

The Company will also reimburse the insured for personnel expenses and costs for transportation of materials following an event giving rise to a claim under this Section of the Policy provided separate sums therefore have been entered in the Schedule.

As from the date of an indemnifiable occurrence the sum insured shall be reduced for the remaining period of insurance by an amount of indemnity paid unless - reinstated by payment of an additional premium prescribed by the Company.

Memo 3 LOSS SETTLEMENT –

The Company shall indemnify those costs and expenses, which can be proved to have been incurred during the indemnity, period to maintain data processing operations to their previous extent, that are additional to those which would have been incurred during the same period if no insured event had occurred.

The total indemnity per event shall not exceed an amount equal to the agreed 'indemnity limit per hour' or the 'actual hourly rate payable for the use of substitute equipments,' whichever is less multiplied by the number of working hours stated as 'Indemnity Period' in the schedule or by the actual number of working hours for which the substitute equipment is put into use, whichever shall be less.

However, if it is found, following an interruption, that the limit selected 'per hour' is less than the amount actually incurred per hour for use of substitute equipment, the Company shall be liable to indemnify the insured in the same proportion as the limit selected 'per hour' bears to the amount actually incurred per hour.

Provided always that –

- i) the interruptions shorter than the Time Excess stated in the schedule shall be excluded from the scope of this Policy and
- ii) in respect of interruptions longer than the Time Excess the insured shall bear that proportion of each claim which corresponds to the Time Excess.

PROPOSAL FORM

PROPOSAL & QUESTIONNAIRE FOR ELECTRONIC EQUIPMENT INSURANCE POLICY

_____ COMPANY LIMITED

<p>1. Name and address of proposer</p> <p style="margin-left: 20px;">Type of business</p> <p style="margin-left: 20px;">Location of equipment to be insured (<i>address of building/storey</i>)</p> <p style="margin-left: 20px;">Structure of building</p> <p>2. Has any of the equipment to be insured previously been covered by other insurance companies?</p> <p style="margin-left: 20px;">If so, which items of the specification and by which companies?</p> <p style="margin-left: 20px;">a) State when the Insurance is to commence?</p> <p style="margin-left: 40px;">Note-Period of Insurance to expire at the same date next year.</p> <p>3. Is all the equipment to be insured new?</p> <p style="margin-left: 20px;">If not, which items of the specification are second hand?</p> <p style="margin-left: 20px;">What equipment can still be obtained ex works?</p> <p style="margin-left: 20px;">(State items of the specification)</p>	<hr style="border: 0.5px solid black;"/> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> Steel skeleton <input type="checkbox"/> Brickwork <input type="checkbox"/> Concrete <input type="checkbox"/> Wood <input type="checkbox"/> </div> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <div style="text-align: center;"> <input type="checkbox"/> Yes </div> <div style="text-align: center;"> <input type="checkbox"/> No </div> </div> <p style="margin-top: 20px;">Date _____</p> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <div style="text-align: center;"> <input type="checkbox"/> Yes </div> <div style="text-align: center;"> <input type="checkbox"/> No </div> </div> <hr style="border: 0.5px solid black;"/>
--	--

4. Condition of equipment - Is the equipment maintained in accordance with the manufacturer's instructions?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
5. Quality of staff - Have operators been trained with manufacturer?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
6. Is there a risk of flood and inundation? If so, specify	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
	By bodies of water <input type="checkbox"/>	By torrential rainfall <input type="checkbox"/>	By sewer backflow <input type="checkbox"/>	Or by others <input type="checkbox"/>
7. Are dangerous materials used in the vicinity? If so, specify	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
	Acids <input type="checkbox"/>	Prepared or sensitized papers <input type="checkbox"/>	Dyes <input type="checkbox"/>	Test solutions <input type="checkbox"/>
	Developers <input type="checkbox"/>	Explosives <input type="checkbox"/>	Isotopes <input type="checkbox"/>	Others <input type="checkbox"/>
8. Valid Maintenance Contract in force? If yes, Copy to be enclosed	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
9. Air conditioning Plant	<input type="checkbox"/>	Pressurized	<input type="checkbox"/>	Recommended by manufacturers
			<input type="checkbox"/>	not necessary

We hereby declare that the statements made by us in this Questionnaire and Proposal are to the best of our knowledge and belief, complete and true, and we hereby agree that this Questionnaire and proposal forms the basis and is part of any policy issued in connection with the above risk(s). It is agreed that the Insurers are liable in accordance with the terms of the policy only and that the Insured will not lodge any other claims of whatever nature. The Insurers undertake to deal with this information in strict confidence.

Executed at _____ this day of _____ 20 _____

Signature

ELECTRONIC DATA PROCESSING (EDP)

_____ COMPANY LIMITED

Additional questionnaire for the Insurance of Electronic Data Processing (EDP systems)

<p>1. Name and address of Proposer</p> <p>Type of business</p> <p>2. EDP System -</p> <p>a) If the system is rented state monthly rent</p> <p>b) Date of start of operation</p> <p>c) Operational hours per day in shifts</p> <p>d) Name and address of manufacturer and/or lessor.</p> <p>e) What are the provisions of your lease contract regarding your liability in the case of damage to the EDP system?</p> <p>Please furnish copy of lease contract if available.</p> <p>3. Housing of the EDP System -</p> <p>a) Central Unit -</p> <p>b) Peripheral Unit -</p> <p>c) Total value of plant located -</p> <p>d) Is Installation in accordance with the manufacturer's recommendations</p>	<p>_____</p> <p>Rs. _____</p> <p>_____</p> <p>_____</p> <p>_____</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; text-align: center;"><input type="checkbox"/> Basement</td> <td style="width: 33%; text-align: center;"><input type="checkbox"/> Ground Floor</td> <td style="width: 33%; text-align: center;"><input type="checkbox"/> Floor</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/> Basement</td> <td style="text-align: center;"><input type="checkbox"/> Ground Floor</td> <td style="text-align: center;"><input type="checkbox"/> Floor</td> </tr> <tr> <td style="text-align: center;">In basement Rs. _____</td> <td style="text-align: center;">On ground floor Rs. _____</td> <td style="text-align: center;">On floor Rs. _____ On floor Rs. _____</td> </tr> </table> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>	<input type="checkbox"/> Basement	<input type="checkbox"/> Ground Floor	<input type="checkbox"/> Floor	<input type="checkbox"/> Basement	<input type="checkbox"/> Ground Floor	<input type="checkbox"/> Floor	In basement Rs. _____	On ground floor Rs. _____	On floor Rs. _____ On floor Rs. _____
<input type="checkbox"/> Basement	<input type="checkbox"/> Ground Floor	<input type="checkbox"/> Floor								
<input type="checkbox"/> Basement	<input type="checkbox"/> Ground Floor	<input type="checkbox"/> Floor								
In basement Rs. _____	On ground floor Rs. _____	On floor Rs. _____ On floor Rs. _____								

	If not, specify deviations from instructions	
e) Manner in which the EDP system has been installed	<input type="checkbox"/> On vibration absorbers	<input type="checkbox"/> On rollers
	<input type="checkbox"/> By rigid anchoring	<input type="checkbox"/> Without anchoring
4. Air-conditioning Plant -	<input type="checkbox"/> Prescribed	<input type="checkbox"/> Recommend by the manufacturer
a) Maintenance -	<input type="checkbox"/> Used for EDP system only by the manufacturer	by _____
b) Loss prevention -		
c) Does the air conditioning plant automatically shut off by limit switches, if the normal control facility fails?	<input type="checkbox"/> Yes, in the case of excessive -	No <input type="text"/>
	<input type="checkbox"/> Temperature	
	<input type="checkbox"/> Moisture	
<input type="checkbox"/> Is the air-conditioning plant also equipped with an independent signaling device in the case of disturbance or failure?	<input type="checkbox"/> Yes	
	<input type="checkbox"/> Optical	No <input type="text"/>
	<input type="checkbox"/> Acoustic signal	
	<input type="checkbox"/> in the case of Presence of corrosive gases	
	<input type="checkbox"/> Excessive temp.	
	<input type="checkbox"/> Moisture	
Are adequate loss prevention measures initiated immediately, even if the above protective devices are actuated outside operational hours.	Yes <input type="text"/>	No <input type="text"/>
5. External Data Media –	Mark those data media, which are stored in the same hazard zone as the EDP system with an 'A' in the column 'Location of the specification' Mark data media stored in another hazard zone with a 'B'	
Note - Please answer the following questions only, if insurance is desired.		

a) Storage -	On wooden shelves <input type="checkbox"/>	In steel cabinets <input type="checkbox"/>	In fire-proof cabinets <input type="checkbox"/>	Together with EDP system <input type="checkbox"/>
b) Air-conditioning	<input type="text"/>	Yes	<input type="text"/>	No
if not, how is air conditioning effected?				<input type="checkbox"/>
Risk aggravating circumstances as in the storage rooms -	steam & water lines <input type="checkbox"/>	vibrations <input type="checkbox"/>	acid atmosphere <input type="checkbox"/>	
6. Conditions (Excess) desired	<input type="checkbox"/> 2 times	<input type="checkbox"/> 5 times	<input type="checkbox"/> 10 times	<input type="checkbox"/> 20 times
7. A) Exclusion of Fire & Allied Perils as per Standard Fire & Special Perils Policy.	<input type="text"/>	Yes	<input type="text"/>	No

We hereby declare that the statements made by us in this Questionnaire and Proposal are to the best of our knowledge and belief, complete and true, and we hereby agree that this Questionnaire and proposal forms the basis and is part of any policy issued in connection with the above risk(s). It is agreed that the Insurers are liable in accordance with the terms of the policy only and that the Insured will not lodge any other claims of whatever nature. The Insurers undertake to deal with this information in strict confidence.

Executed at _____ this day of _____ 20 ____

Signature

INCREASED COST OF WORKING –

COMPANY LIMITED

**Additional Questionnaire for the Insurance of Increased
Cost of Working as a result of failure of EDP systems**

<p>1. Name and address of Proposer</p> <p>Type of business</p> <p>2. EDP system to be insured -</p> <p>a) Operational hours on average</p> <p>b) Is it possible in the event of failure to utilize other EDP system so as to obviate using an outside system?</p> <p>c) Are there any special agreement regarding continued payment of the rent and other costs if the EDP system fails?</p> <p>If so, please specify.</p>	<p>_____</p> <p>_____</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;"> <input type="text"/> per day </td> <td style="width: 50%; text-align: center;"> <input type="text"/> per month </td> </tr> <tr> <td style="text-align: center;"> <input type="text"/> Yes </td> <td style="text-align: center;"> <input type="text"/> No </td> </tr> <tr> <td style="text-align: center;"> <input type="text"/> Yes </td> <td style="text-align: center;"> <input type="text"/> No </td> </tr> </table> <p>_____</p>	<input type="text"/> per day	<input type="text"/> per month	<input type="text"/> Yes	<input type="text"/> No	<input type="text"/> Yes	<input type="text"/> No
<input type="text"/> per day	<input type="text"/> per month						
<input type="text"/> Yes	<input type="text"/> No						
<input type="text"/> Yes	<input type="text"/> No						
<p>3. Outside EDP system available for use -</p> <p>a) Name and address of -</p> <p>b) Is the use of the outside EDP systems subject to any special conditions (waiting periods, conversion measures, etc.)?</p> <p>If so, please specify</p> <p>c) Has the system already been used?</p> <p>If so, how often?</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;"> <input type="text"/> Owner </td> <td style="width: 50%; text-align: center;"> <input type="text"/> Lessee </td> </tr> <tr> <td style="text-align: center;"> <input type="text"/> Yes </td> <td style="text-align: center;"> <input type="text"/> No </td> </tr> <tr> <td style="text-align: center;"> <input type="text"/> Yes </td> <td style="text-align: center;"> <input type="text"/> No </td> </tr> </table> <p>_____</p> <p>Max. duration _____ Max. Cost Incurred _____</p>	<input type="text"/> Owner	<input type="text"/> Lessee	<input type="text"/> Yes	<input type="text"/> No	<input type="text"/> Yes	<input type="text"/> No
<input type="text"/> Owner	<input type="text"/> Lessee						
<input type="text"/> Yes	<input type="text"/> No						
<input type="text"/> Yes	<input type="text"/> No						

d) Causes				
4. Sums to be insured -				
a) Rent of substitute Equipments	Rs. _____ per hour			
b) Indemnity period per occurrence	_____ Weeks			
c) Limit per occurrence (a x b)	Rs. _____			
d) Aggregate indemnity limit during the period of insurance	Rs. _____			
e) Personnel Expenses	Rs. _____			
f) Transportation of material	Rs. _____			
5. Conditions desired -				
a) Period of indemnity per occurrence (minimum)	_____ Weeks			
b) Time Excess	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
	4 days (96 hrs)	7 days (168 hrs)	14 days (336 hrs)	28 days (672 hrs)

We hereby declare that the statements made by us in this Questionnaire and Proposal are to the best of our knowledge and belief, complete and true, and we hereby agree that this questionnaire and proposal forms the basis and is part of any policy issued in connection with the above risk(s). It is agreed that the Insurers are liable in accordance with the terms of the policy only and that the Insured will not lodge any other claims of whatever nature. The Insurers undertake to deal with this information in strict confidence.

Executed at _____ this day of _____ 20 _____

Signature

RATE SCHEDULE IN RESPECT OF ELECTRONIC EQUIPMENTS INSURANCE –

Section	Rate	Excess Amount
I) Equipments -	1.00 %	a) For equipments with values upto Rs.1 lakh - i) <u>Equipments (other than Winchester Drive)</u> 5 % of the claim amount subject to a minimum of Rs.1, 000/- ii) <u>Winchester Drive</u> - 10 % of the claim amount subject to minimum of Rs. 2, 500/-
		b) For equipments with values more than Rs.1 lakh - i) <u>Equipments (other than Winchester Drive)</u> 5 % of the claim amount subject to a minimum of Rs.2, 500/- ii) <u>Winchester Drive</u> - 25 % of the claim amount subject to minimum of Rs. 10,000/-
II) External Data -	1.00	a) For equipments with values upto Rs.1 lakh - 5 % of the claim amount subject to a minimum of Rs.1, 000/-
		b) For equipments with values more than Rs.1 lakh - 5 % of the claim amount subject to a minimum of Rs.2, 500/-

iii) Increased cost of working	Rates in 'percent'				
	Time Excess (Computer working hours)	Indemnity period in weeks			
		Upto 12	26	40	52
	96 hrs	0.70	0.80	0.90	1.00
	168 hrs	0.65	0.75	0.85	0.90
	336 hrs	0.50	0.60	0.65	0.70
	672 hrs	0.30	0.40	0.45	0.50

Note - 1 week = 7 days, 1 day = 24 computer working hours

ENDORSEMENT FOR EXCLUSION OF DAMAGE CAUSED BY FIRE AND ALLIED PERILS -

Notwithstanding the conditions, provisions and other endorsements of this policy, it is hereby agreed and understood that the Company shall not be liable to indemnify the insured in respect of any loss, damage or liability directly or indirectly caused by or resulting from -

- i) Fire (including losses arising out of fire fighting and rescue work).
- ii) Lightning.
- iii) Explosion/implosion.
- iv) Riot, Strike and Malicious Damage.
- v) An act of terrorism committed by a person or persons acting on behalf of or in connection with any organisation and/or the action of any lawfully constituted authority in suppressing or attempting to suppress any such act of terrorism or in minimising consequences thereof.
- vi) Impact by any rail/road vehicle or animals.
- vii) Aircraft and other aerial and/or space devices and/or articles dropped therefrom.
- viii) Storm, cyclone, typhoon, tempest, hurricane, tornado, flood and inundation.
- ix) Subsidence and Land Slide including Rockslide.
- x) Earthquake, Fire and Shock.
