

## Add On Wordings- Terrorism Damage Cover

Forming part of Policy No:

### Sabotage and Terrorism Damage Cover Endorsement (Material Damage only)

#### INSURING CLAUSE

Subject otherwise to the terms, exclusions, provisions and conditions contained in the Policy and in consideration of the payment of an addition premium by the Insured to the Company as stated in the Policy Schedule, it is hereby agreed and declared that notwithstanding anything stated in the 'Terrorism Risk Exclusion' of this Policy to the contrary, this Policy is extended to cover physical loss or physical damage occurring during the period of this Policy caused by an act of sabotage and/or terrorism to the location/s mentioned in the schedule subject to the exclusions, limits and excess described hereinafter.

For the purpose of this cover, an act of Terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Act, 1967 (as amended from time to time) or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

For the purpose of this cover, an act of sabotage means a subversive act or series of such acts committed for political, religious or ideological purposes including an intention to influence any government and/or to put the public in fear for such purposes.

This cover also includes loss, damage, cost or expense directly caused by, resulting from or in connection with any action taken in suppressing, controlling, preventing or minimizing the consequences of an act of sabotage and/or terrorism by the duly empowered government or Military Authority.

Provided that if the Insured is eligible for indemnity under any government compensation plan or other similar scheme in respect of the damage described above, this Policy shall be excess of any recovery due from such plan or scheme.

For the purpose of the aforesaid inclusion clause, "Military Authority" shall mean the armed forces, paramilitary forces, police or any other authority constituted by the government for maintaining law and order.

## LOSSES EXCLUDED

This cover shall not indemnify loss of or damage to property caused by any or all of the following: -

1. loss by seizure or legal or illegal occupation;
2. loss or damage caused by:
  - a. voluntary abandonment or vacation,
  - b. confiscation, commandeering, nationalization, 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;
3. loss or damage arising from acts of contraband or illegal transportation or illegal trade;
4. 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;
5. 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;
6. 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;
7. any fine, levy, duty, interest or penalty or cost or compensation/damages and/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;
8. loss or damage by electronic means including but not limited to computer / mobile device hacking or the introduction of any form of virus or corrupting or unauthorized 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 program or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile;
9. loss or damage caused by vandals or other persons acting maliciously or by way of protest or strikes, labour unrest or riots;

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10. 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;
11. any consequential or indirect loss or damage, loss of use, delay or loss of markets, loss of income, depreciation, reduction in functionality, or increased cost of working;
12. 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;
13. loss or increased cost as a result of threat or hoax;
14. loss or damage caused by or arising out of burglary, house - breaking, looting, theft, larceny or any such attempt or any omission of any kind of any person, whether or not such act is committed in the course of a disturbance of public peace, in any action taken in respect of an act of sabotage and/or terrorism;
15. loss or damage caused by mysterious disappearance or unexplained loss;
16. loss or damage directly or indirectly caused by mould, mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health;
17. total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind;
18. Any loss due to fines or damages for breach of contract, or penalties of whatever nature;
19. Any infidelity, fraudulent, dishonest or criminal act by any director, officer or trustee of the Insured whether acting alone or in collusion with others;
20. Any debt, insolvency or commercial failure, whether to provide bond or security or otherwise, or any other financial cause of any party or person whatsoever.
21. Loss or damage caused by Civil Commotion, Insurrection, Revolution or Rebellion, Mutiny and/or Coup d'état and Civil War except as may be insured specifically under any Political Violence Extension to this cover;
22. Third party liability howsoever arising except as may be insured specifically under any Third-Party Liability Extension to this cover.

## LIMIT OF INDEMNITY

The limit of indemnity under this cover shall not exceed the Total Sum Insured given in the Policy Schedule or INR 25,000,000,000 per compound/location whichever is lower.

In respect of sabotage and/or terrorism cover for dwellings, limit of indemnity shall not exceed Total Sum Insured as mentioned in the Policy Schedule or INR 4,250,000,000 per compound/location whichever is lower.

In respect of several locations being covered under a single policy on a floater basis, the maximum aggregate loss suffered from all the locations mentioned in the Policy schedule shall not exceed Total Sum Insured as mentioned in the Policy Schedule or INR 25,000,000,000/- whichever is lower.

In respect of several insurance policies within the same compound/location with one or different insurers, the maximum aggregate loss payable per compound/location by any one or all insurers, shall be INR 25,000,000,000. If the actual aggregate loss suffered at one compound/location is more than INR 25,000,000,000, the amounts payable towards individual policies shall be reduced in proportion to the sum insured of the policies.

## SUB LIMITS

1. Expediting Costs - INR 5,00,00,000 in the aggregate or as specified in the policy schedule whichever is lower
2. Fine Arts - INR 5,00,00,000 in the aggregate or as specified in the policy schedule whichever is lower
3. Lawns, Plants, Trees and Shrubs Loss Control - INR 5,00,00,000 in the aggregate or as specified in the policy schedule whichever is lower
4. Loss control - Included in the sum insured or as specified in the policy schedule whichever is lower

## EXCESS\*

Shops & Residential Risks: 1% of the claim amount for each and every claim subject to Minimum of INR 10,000 and Maximum of INR 500,000

## ADD ON COVERS

It is further declared and agreed that the aggregate limit of indemnity including the claim on add on cover(s) shall not exceed total sum insured plus separate sublimit(s) opted for add on cover(s) or INR 25,000,000,000 whichever is lower. In respect of several insurance policies within the same compound/location, the maximum aggregate loss payable per compound/location by any one or all insurers shall be INR 25,000,000,000.

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In respect of sabotage and/or terrorism cover for long term dwellings, limit of indemnity including the claim on add on cover(s) shall not exceed total sum insured plus separate sublimit opted for add on cover(s) or INR 4,250,000,000/- whichever is lower. In respect of several insurance policies within the same compound/location, the maximum aggregate loss payable per compound/location by any one or all insurers shall be INR 4,250,000,000/-

### **MID TERM COVER**

In case the coverage under this endorsement is granted during the currency of the policy, no claims will be payable for loss or damage to property caused by an act of sabotage and/or terrorism occurring during the first 15 (fifteen) days from the date of granting such cover. There should be no known or recorded/reported losses from ground up including threats/hoaxes from date of inception of policy to the date of granting such cover.

### **SANCTION, LIMITATION AND EXCLUSION CLAUSE**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

### **CANCELLATION CLAUSE**

#### **Cancellation by Insured:**

The Insured can cancel the policy at any time during the term, by informing the insurer. In case the Policyholder cancels the policy, he/ she is not required to give reasons for cancellation. The company shall –

- i. refund proportion premium for unexpired policy period, if the term of the policy is upto one year and there is no claim(s) made during the policy period.
- ii. refund premium for the unexpired policy period, in respect of policy with the term more than one year and the risk coverage for such policy years has not commenced.

#### **Cancellation by Company:**

The company may cancel the policy only on the grounds of established fraud /misrepresentation / non- corporation, by giving minimum notice of 7 days to the retail policyholder.

## Forming Part of Sabotage & Terrorism Damage Cover Endorsement of Policy No.

### POLITICAL VIOLENCE INSURANCE EXTENSION

#### 1. INSURING CLAUSE

In consideration of the premium paid and subject to the exclusions, limits and terms and conditions contained herein, this add on cover indemnifies the Insured for its ascertained Loss up to but not exceeding the limit (i.e. 10% of Total Sum Insured under the Sabotage and Terrorism Endorsement or INR 50,00,00,000 whichever is lesser, each in respect of any one loss and in the aggregate) against:

1.1 Physical loss or physical damage to the Buildings and Contents which belong to the Insured or for which the Insured is legally responsible, directly caused by one or more of the following perils occurring during the Policy Period and in respect of which the Insured has purchased cover:

1. Civil Commotion.
2. Insurrection, Revolution or Rebellion.
3. Mutiny and/or Coup d'état.
4. Civil War.

Such perils in respect of which cover has been purchased by the Insured shall be the "Covered Causes of Loss".

1.2 In respect of loss or damage suffered under this Extension, Insurers' maximum liability shall never be more than the Loss of Profit Limit or total Limit (whichever is applicable) where this Limit is a combined amount for losses arising from both physical loss or physical damage and Loss of Profit, for any one loss.

1.3 For the avoidance of doubt, where a Loss of Profit Limit applies to losses suffered under this Extension, it shall apply to the aggregate of all claims by all Insureds and in respect of all Insured Locations hereunder, and Insurers shall have no liability exceeding the limit (i.e. 10% of Total Sum Insured for Sabotage and Terrorism Endorsement or INR 50,00,00,000 whichever is lesser, each in respect of any one loss and in the aggregate) irrespective whether insured losses are sustained by all of the Insureds or any one or more of them or whether insured losses are sustained at any one or more of the Insured Locations.

#### 2. DEFINITIONS

"Civil Commotion" shall mean any act committed in the course of a disturbance of the public peace (where such disturbance is motivated by political reasons) by any person taking part together with others in such disturbance or any act of any lawfully constituted authority for the purpose of suppressing or minimizing the consequence of such act.

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"Civil War" shall mean an internecine war, or a war carried on between or among opposing citizens of the same country or nation.

"Coup d'état" shall mean the sudden, violent and illegal overthrow of a sovereign government or any attempt at such overthrow.

"Insurrection, Revolution and Rebellion" shall mean a deliberate, organized and open resistance, by force and arms, to the laws or operations of a sovereign government, committed by its citizens or subjects and/or a rising against a sovereign government or other authority.

"Mutiny" shall mean a willful resistance by members of legally armed or peace-keeping forces to a superior officer.

### 3. EXCLUSIONS

This cover DOES NOT INDEMNIFY AGAINST:

For Material Damage:

1. Any loss arising from War (whether before or after the outbreak of hostilities) between any two or more countries.
2. Third party liability howsoever arising except as may be insured specifically under any Third-Party Liability Extension to this cover.

For Loss of Profit/Business Interruption:

- 1 Any loss or damage during any period in which goods would not have been produced, or Operations or services would not have been maintained, for any reason other than physical loss or physical damage of the type insured against to which this coverage applies.
- 2 Any loss or damage with respect to any additional time required for making change(s) to the buildings, structures, or equipment for any reason, nor any additional time required for restaffing or retraining employees.

### 4. CHANGES/AMENDMENTS

Any addenda, amendments or endorsements to this Policy shall only be valid if agreed by Insurers in writing.

SUBJECT OTHERWISE TO ALL THE TERMS, CONDITIONS, DEFINITIONS, DEDUCTIBLES, LIMITATIONS, AND

EXCLUSIONS OF THE MAIN POLICY AND SABOTAGE & TERRORISM ENDORSEMENT TO WHICH THIS EXTENSION IS ATTACHED.

## Forming Part of Sabotage & Terrorism Damage Cover Endorsement of Policy No.

### TERRORISM THIRD PARTY LIABILITY INSURANCE ADD ON COVER

#### 1. Insuring Clause

1.1. In consideration of the premium paid and subject to the exclusions, limits, and terms and conditions contained herein, this add on cover indemnifies the Insured for its ascertained Loss by reason of the liability imposed upon the Insured by law or assumed under an indemnification contract, for damages in respect of a claim, arising out of a loss up to but not exceeding the limit (i.e. 10% of the Total Sum Insured Value under Sabotage and Terrorism Endorsement or INR 25,00,00,000 whichever is less, each any one loss and in all for the Policy Period) for Bodily Injury and/or Property Damage resulting solely and directly from an act or acts of sabotage and terrorism as defined under Sabotage and Terrorism damage cover endorsement.

1.2. Provided such claim made is first received by the Insured during the Policy Period or the Insured gives written notification to Insurer of the discovery of his involvement in such act of sabotage and terrorism within 90 days of the expiry of the Policy.

1.3. Regardless of the number of claims made against the Insured, the Insured shall always be liable for the deductible, in respect of each and every loss. Each loss's deductible amount shall be subject to no aggregate limitation regardless of the number of losses or claims made against the Insured.

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

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

1.6. Insurer will pay any defence expenses incurred after exhaustion of the deductible amount or each loss deductible amount, whichever is the greater, provided the prior written consent of Insurer is obtained before those defence expenses are incurred and subject to Insurer's limits of liability under this endorsement.

1.7. Whenever any written demand received by the Insured for damages is finally resolved by a

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

1.8. In the event the Insured elects not to appeal, a judgement which may, in whole or in part, involve indemnity under this Policy, Insurer 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 Insurer exceed the relevant limits of liability plus such cost, expense, disbursements and interest.

## 2. Definition

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. Exclusions

1. Any loss arising from War (whether before or after the outbreak of hostilities) between any two or more countries;
2. Loss, injury or damage arising out of discrimination or humiliation;
3. Loss or damage to property
  - a) owned, leased, rented or occupied by the Insured;
  - b) in the care, custody or control of the Insured;
4. Mental injury, anguish, shock or the like where no physical injury has occurred to the litigant;
5. Loss or damage caused by Civil Commotion, Insurrection, Revolution or Rebellion, Mutiny and/or Coup d'état and Civil War except as may be insured specifically under any Political Violence Extension to Sabotage and Terrorism Endorsement;

**SUBJECT OTHERWISE TO ALL THE TERMS, CONDITIONS, DEFINITIONS, DEDUCTIBLES, LIMITATIONS AND EXCLUSIONS OF THE MAIN POLICY AND SABOTAGE AND TERRORISM ENDORSEMENT TO WHICH THIS EXTENSION IS ATTACHED.**