

FIRE POLICY

In Consideration of the Insured named in the Schedule hereto paying to the **Atlas Insurance Limited** (hereinafter called "the Company") the premium mentioned in the said Schedule.

The Company agrees (subject to terms & conditions contained herein or endorsed or otherwise expressed herein which terms & conditions shall so far as the nature of them respectively will permit be deemed to be Conditions precedent to the right of the Insured to recover hereunder) that if after payment of the premium the Property insured described in the said Schedule, or any part of such Property, be destroyed or damaged by Fire and/or Lightning specified in the Schedule at any time during the policy period but before 2400 hours on last day of the policy period as stated in the said Schedule, the Company will pay to the Insured the value of the property at the time of the happening of its destruction or the amount of such damage or at its option reinstate or replace such Property or any part thereof.

Provided that the liability of the Company shall in no case exceed in respect of each item the sum expressed in the said Schedule to be insured thereon or in the whole the total sum insured hereby, or such other sum or sums as may be substituted hereof by memorandum(s) / endorsements) hereon or attached hereto signed for or on behalf of the Company.

(A) GENERAL EXCLUSIONS

This Policy does not cover loss, destruction or damage caused by ;

- 1.- (i) War, invasion; act of foreign enemy, hostilities or war like operations (whether war be declared or not) and civil war.
- (ii) Mutiny, riot and strike, lock out, malicious act, civil commotion, popular rising, military rising, rebellion, revolution, insurrection or military or usurped power, martial law or state of siege or any of the event or causes which determine the proclamation or maintenance of martial law or state of siege.
- (iii) Acts of terrorism as specifically defined hereunder:
an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of an act harmful to human life, tangible or intangible property or infrastructure, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), 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.
2. Loss, destruction or damage directly or indirectly caused to the insured property by or arising from or in consequence of or contributed by; ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exclusion only combustion shall include any self sustaining-process of nuclear fission or arising from or in consequence of or contributed to by nuclear weapons material.
3. Loss destruction or damage caused to the insured property by pollution or contamination excluding pollution or contamination which itself results from a peril hereby-insured against.
4. Loss, destruction or damage to bullion or unset precious stones, any curiosity or works of art for an amount exceeding Rs.10,000/-, goods held in trust or on commission, manuscripts, plans, drawings, designs, patterns, models, moulds, securities, obligations or documents of any kind, stamps, coins or paper money, cheques, books of accounts or other business books, computer system records, explosives unless otherwise expressly stated in the Policy.
5. Any loss or damage occasioned by or through or in consequence of the burning whether accidental or otherwise of forests, bush, prairie, pampas, or jungle, and clearing of lands by fire.
6. Loss destruction or damage to coal occasioned by its own spontaneous combustion unless otherwise expressly stated in the Policy.
7. Loss or damage to insured property occasioned by its own fermentation, natural heating or spontaneous combustion or by its under going any heating or drying process.
8. Loss or damage occasioned by or through or in consequence
of
 - (a) The burning of property by order of any public authority
 - (b) Subterranean fire
9. Loss, destruction or damage occasioned by or through or in consequence of explosion, but loss or damage by explosion of gas used for illuminating or domestic purposes in a building in which gas is not generated and which does not form part of any gasworks, will be deemed to be loss by fire within the meaning of this Policy.
10. Loss, destruction or damage to the stocks in Cold Storage premises caused by change of temperature.
11. Loss, destruction or damage to any electrical machine, apparatus, fixture, or fitting arising from or occasioned by over-running, excessive pressure, short circuiting, arcing, self- heating, or leakage of electricity, from whatever cause (lightning included) provided that this exclusion shall apply only to the particular electrical machine, apparatus, fixture or fitting so affected and not to other machines, apparatus, fixtures or fittings which may be destroyed or damaged by fire so setup.
12. Any loss or damage occasioned by or through or in consequence directly or indirectly due to Earthquake, Volcanic eruption, tsunami or other convulsions of nature.
13. Any loss or damage occasioned by or through or in consequence directly or indirectly due to :
 - (a) Hail, Snow, Wind, Typhoon, Hurricane, Tornado, Cyclone Rain, Flood or other atmospheric disturbances.
 - (b) Landslide and Subsidence.
14. Expenses incurred on (i) Architects, Surveyors and Consulting Engineer's Fees and (ii) Debris Removal by the Insured following a loss, destruction or damage to the Property insured by an insured peril.

15. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
16. Loss by theft during or after the occurrence of fire.

B) CONDITIONS

1. If there be any material misdescription of any of the property hereby insured, or of any building or place in which such property is contained, or any misrepresentation as to any fact, material to be known for estimating the risk, or any omission to state such fact, the Company shall not be liable under this Policy so far as it relates to property affected by any such misdescription, misrepresentation or omission.
2. No payments in respect of any premium shall be deemed to be payment to the Company unless a printed form of receipt for the same signed by an official or duly appointed Agent of the Company shall have been given to the Insured.
3. The Insured shall give notice to the Company of any insurance or insurances already effected, or which may subsequently be effected, covering any of the property hereby insured, and unless such notice be given and the particulars of such insurance or insurances be stated in or endorsed on this Policy by or on behalf of the Company before the occurrence of any loss or damage, all benefit under this Policy shall be forfeited.

4. All insurance under this Policy

- (i) On any building or part of any building.
- (ii) On any property contained in any building
- (iii) On rent or other subject matter of insurance in respect of or in connection with any building or any property contained in any building;

Shall cease immediately upon any fall or displacement.

- (a) of such building or of any part thereof.
- (b) of the whole or any part of any range of buildings or of any structure of which such building forms part.

PROVIDED that such fall or displacement is of the whole or a substantial or important part of such building or impairs the usefulness of such building or any part thereof or leaves such building or any part thereof or any property contained therein subject to increased risk of fire or is otherwise material.

AND PROVIDED that such fall or displacement is not caused by fire. Loss or damage, which is covered by this Policy or would be covered if such building, range of buildings or structure was insured under this Policy.

In any action, suit or other proceeding, the burden of proving that any fall or displacement is caused by fire as aforesaid shall be upon the Insured.

5. Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the Insured, before the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the Policy, by or on behalf of the Company.
 - (i) If the trade or manufacture carried on be altered, or if the nature of occupation of or other circumstances affecting the building insured or containing the insured property be changed in such a way as to increase the risk of loss or damage by fire.
 - (ii) If the building insured or containing the insured property becomes unoccupied and so remain for a period of more than 30 days.
 - (iii) If property insured be removed to any building or place other than that in which it is herein stated to be insured.
 - (iv) If the interest in the property insured passes from the Insured otherwise than by will or operation-of-law.
6. This insurance does not cover any loss or damage to property which, at the time of the happening of such loss or damage, is insured by or would, but for the existence of this Policy, be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the Marine Policy or Policies had this insurance not been effected.
7. This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain premium 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 14 days notice to that effect being given to the Insured at his/her last known address in which case the Company shall be liable to repay on demand a ratable proportion of the premium for the unexpired term from the date of cancellation.
8. On the happening of any loss or damage the Insured shall forthwith give notice thereof to the Company, and shall within 15-days after the loss or damage or such further time as the Company may in writing allow in that behalf, deliver to the Company.
 - a) a claim in writing for the loss and damage containing as particular an account as may be reasonably practicable of all these several articles or items of property damaged or destroyed, and of the amount of the loss or damage thereto respectively having regard to their value at the time of loss or damage, not including profit of any kind.
 - b) Particulars of all other insurances, if any.

The Insured shall also at all times at his own expense produce, procure and give to the Company all such further particulars, plans, specifications, books, vouchers, invoices, duplicates or copies thereof, documents, proofs, and information with respect to the claim and the origin and cause of the fire and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of the liability of the Company as may be reasonably required by or on behalf of the Company together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

No claim under this Policy shall be payable unless the terms of this condition have been complied with.

9. On the happening of any loss or damage to any of the property insured by this Policy, the Company may
 - (a) enter and take and keep possession of the building or premises where the loss or damage has happened.
 - (b) take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage.

- (c) keep possession of any such property and examine, sort, arrange, remove, or otherwise deal with the same.
- (d) sell any such property or dispose off the same for account of whom it may concern.
- (e) The powers conferred by this condition shall be exercisable by the Company at any time until notice in writing is given by the Insured that he/she makes no claim under the Policy or, if any claim is made, until such claim is finally determined or withdrawn, and the Company shall not by any act done in the exercise or purported exercise of its powers hereunder incur any liability to the insured or diminish its right to rely upon any of the conditions of this Policy in answer to any claim.

If the Insured or any person on his behalf shall not comply with the requirements of the Company or shall hinder or obstruct the Company in the exercise of its powers hereunder, all benefit under this Policy shall be forfeited.

The Insured shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not.

10. If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this Policy; or, if the loss or damage be occasioned by the willful act, or with the connivance of the Insured; or if the claim be made and rejected and an action or suit be not commenced within three months after such rejection, or (in case of an arbitration taking place in pursuance of the 15th condition of this Policy) within three months after the arbitrator or arbitrators or umpire shall have made their award, all benefit under this Policy shall be forfeited.
11. The Company may at its option reinstate or replace the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or may join with any other Company or Insurers 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 the occurrence of such loss or damage, not more than the sum insured by the Company thereon.

If the Company so elect to reinstate or replace any property the Insured shall, at his/her own expense, furnish the Company with such plans, specifications, measurements, quantities and such other particulars as the Company may require, and no acts done, or caused to be done by the Company with a view to reinstatement or replacement shall be deemed in election by the Company to reinstate or replace.

If in any case the Company shall be unable to reinstate or repair the property hereby insured, because of any municipal or other regulation in force affecting the alignment of streets, or the construction of buildings, or otherwise the Company shall in every such case, only be liable to pay such sum as would be requisite to reinstate or repair such property if the same could lawfully be reinstated to its former condition.
12. 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 reasonably required by the Company for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or sub-rogated, upon its 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 indemnification by the Company.
13. If at the time of any loss or damage happening to any property hereby insured, there be any other subsisting insurance or insurances, whether effected by the Insured or by any other person or persons, covering the same property, this Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.
14. If the property hereby Insured shall, at the breaking out of any fire, be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his/her own insurer for the difference, and shall bear a rateable proportion of the loss accordingly. Every item, if more than one of the Policy shall be separately subject to this condition.
15. If any difference arises as to the amount of any loss or damage such difference shall independently of all other questions be referred to the decision of an Arbitrator, to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator, to the decision of two disinterested persons as Arbitrators, of whom one shall be appointed in writing by each of the parties within two calendar months after having been required so to do in writing by the other party. In case either party shall refuse or fail to appoint an Arbitrator within two calendar months after receipt of notice in writing requiring an appointment the other party shall be at liberty to appoint a sole Arbitrator; and in case of disagreement between the Arbitrators the differences shall be referred to the decision of an Umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the Arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority or powers of the Arbitrator, Arbitrators or Umpire respectively; and in event of the death of an Arbitrator or Umpire, another shall in each case be appointed in his stead by the party or Arbitrators (as the case may be) by whom the Arbitrator or Umpire so dying was appointed. The costs of the reference and of the award shall be at the discretion of the Arbitrator, Arbitrators or Umpire making the award and 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 or Umpire of the amount of the loss or damage if disputed shall be first obtained.
16. In no case whatsoever shall the Company be liable for any loss or damage after the expiration of twelve months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration.
17. Every notice and other communication to the Company required by these Conditions must be written or printed.
18. In any action, suit or other proceeding where the Company alleges that by reason of the provisions of this Policy any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.
19. Warranted that when so authorized by the Company any inspector or representative of the Company shall have access at any time to the risk and/or the premises.