

Standard Fire Special Peril Policy (Commercial) – Add ons

1) Industries, Seepage, Pollution And Contamination Clause / Decontamination and Cost of Clean Up

(UIN: IRDAN134 CP0010 V01201819 / A0037 V01201920)

It is noted and agreed that notwithstanding anything contained in this Policy to the contrary, in the event of direct physical loss or damage to the property insured hereunder arising directly from seepage and/or pollution and/or contamination, this Policy (subject otherwise to its terms, conditions, exceptions, and limitations including but not limited to any applicable deductible) extends to cover costs and expenses necessarily and reasonably incurred by the Insured for

- Removing debris of the property insured hereunder destroyed or damaged from the location of the loss; and / or
- (2) cleaning up, at the location of the loss, made necessary as a result of such direct physical loss or damage; and/or
- (3) cleaning up and removing pollutants from land and water confined within Insured premises.

Provided that this policy does not insure against the costs of decontamination or removal of water, soil or any other substance not covered by this Policy on or under such premises.

It is a condition precedent to recovery under this extension that the Company shall have paid or agreed to pay for direct physical loss or damage to the property insured hereunder unless such payment is precluded solely by the operation of any deductible and that the Insured shall give notice to the Company of intent to claim for cost of removal of debris or cost of clean-up, **no later than 12 months** after the **date of such physical loss or damage**.

Provided always that the Company's liability under this extension shall not exceed Rs._____ (as per Schedule) any one occurrence and in aggregate.

However, the liability of the Company under this endorsement and this Policy shall in no case exceed the Total Sum Insured on the Policy.

It is understood and agreed that this Policy does not insure against fines, penalties, and expenses directly attributable to such fines and penalties incurred or sustained by or imposed the Insured at the order of any government agency, court or other authority arising from any cause whatsoever.

Nothing in this Endorsement shall override any radioactive contamination exclusion clause in this Policy to which this Endorsement is attached.