

COMMERCIAL FIRE POLICY

WHEREAS the Insured named in the Schedule hereto by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to the **Solarelle Insurance Private Limited** (hereinafter called the Company) for the insurance hereinafter contained.

IN CONSIDERATION of the Insured named in the Schedule hereto paying to the Company the premium mentioned in the said Schedule, the Company agrees (subject to the Conditions contained herein or endorsed or otherwise expressed hereon, which Conditions 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 or LIGHTNING

during the period of insurance specified in the Schedule 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 of this Policy, 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 repair or replace such property or any part thereof.

PROVIDED always 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 and on the whole the total sum insured hereby, or such other sum or sums as may be substituted therefore by endorsement hereon or attached hereto signed by or on behalf of the Company and that the said proposal or writing made in respect of this insurance is deemed the basis of this contract.

You are recommended to examine your policy to ensure that it has been prepared in accordance with your requirements

THE CONDITIONS REFERRED TO IN THE POLICY

This Policy and the Schedule annexed (which forms an integral part of this Policy) shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of this Policy or of the Schedule shall bear such specific meanings where ever they may appear.

MISDESCRIPTION

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 upon this Policy so far as it relates to property affected by such misdescription, misrepresentation or omission.

RECEIPTS

2. No payment 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 of the Company shall have been given to the Insured.

INSURANCE WITH OTHER COMPANIES/CORPORATIONS

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.

FALLEN BUILDINGS

4. All insurance under this Policy

- (1) on any building or part of any building,
- (2) on any property contained in any building,
- (3) 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 by which is covered by this Policy or would be covered if such building, range of buildings or structure were insured under this Policy.

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

RISKS NOT COVERED

5. This insurance does not cover:

- (i)
 - (a) Loss by theft during or after the occurrence of a fire;
 - (b) Loss or damage to property occasioned by its own fermentation, natural heating or spontaneous combustion (except as may be provided in accordance with Condition 7 (f), or by its undergoing any heating or drying process;
 - (c) Loss or damage occasioned by or through or in consequence of
 - (1) The burning of property by order of any public authority;
 - (2) Subterranean fire;
 - (d) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.
- (ii) This insurance does not cover any loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by ionizing 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 Condition 5 (ii) only, combustion shall include any self-sustaining process of nuclear fission.

6. This insurance does not cover any loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following Occurrences, namely:

- (a) Earthquake, volcanic eruption or other convulsion of nature;
- (b) Typhoon, hurricane, tornado, cyclone, storm and tempest or other atmospheric disturbance;
- (c) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war;
- (d) Mutiny, riot, military or popular rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.

Any loss or damage happening during the existence of abnormal conditions (whether physical or otherwise) which are occasioned by or through or in consequence, directly or indirectly, of any of the said occurrences shall be deemed to be loss or damage which is not covered by this insurance, except to the extent that the insured shall prove that such loss or damage happened independently of the existence of such abnormal conditions.

In any action, suit or proceeding where the Company alleges that by reason of the provisions of this Condition 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.

RISKS NOT COVERED UNLESS EXPRESSLY INCLUDED

7. Unless otherwise expressly stated in the Policy, this insurance does not cover:

- (a) Goods held in trust or on commission;
- (b) Bullion or unset precious stones;
- (c) Any curio or work of art for an amount exceeding MRF 1,000.00;
- (d) Manuscripts, plans, drawings or designs, patterns, models or moulds;
- (e) Securities, obligations, or documents of any kind, stamps, coins or paper money, cheques, books of account or other business books, computer systems records;
- (f) Coal, against loss or damage occasioned by its own spontaneous combustion;
- (g) Explosives;
- (h) Any loss 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 gas works will be deemed to be loss by fire within the meaning of the Policy;
- (i) 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 the clearing of lands by fire.

ELECTRICAL EXCLUSION CLAUSE

(Applicable to electrical machines, apparatus, appliances, installation, etc., if insured hereunder.)

8. The Company is expressly declared to be free from liability for loss or damage to any electrical machine, apparatus, fixture or fitting (including electric fans, electric household or domestic appliances, wireless sets, TV sets and radios) or to any portion of the electrical installation 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 exemption shall apply only to the particular electrical machine, apparatus, fixture, fitting or portion of the electrical installation so affected and not to other machines, apparatus, fixtures, fittings or portions of the electrical installation which may be destroyed or damaged by fire so set up.

ALTERATIONS AND REMOVALS

9. 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:

- (a) If the trade or manufacture carried on be altered, or if the nature of the occupation 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;
- (b) If the building insured or containing the insured property become unoccupied and so remain for a period of more than 30 days;
- (c) If the property insured be removed to any building or place other than that in which it is herein stated to be insured;
- (d) If the interest in the property insured pass from the Insured otherwise than by will or operation of law.

MARINE CLAUSE

10. This insurance does not cover any loss or damage to property which, at the time of the happening of such 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.

CANCELMENT OF THE INSURANCE

11. This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the customary short period rate for the time the Policy has been in force. The insurance may also at any time be terminated at the option of the Company on 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.

STEPS TO BE TAKEN AND FORMALITIES TO BE COMPLIED WITH ON THE OCCURRENCE OF LOSS OR DAMAGE

12. 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, 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 the 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 the 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.

RIGHTS OF COMPANY REGARDING SALVAGE

13. 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 of the same for account of whom it may concern.

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 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 their powers hereunder incur any liability to the Insured or diminish their 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 their 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.

FORFEITURE

14. 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 anyone 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 the case of an arbitration taking place in pursuance of the 20th 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.

REINSTATEMENT

15. The Company may at their 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 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, nor 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 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 an 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 regulations 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.

SUBROGATION OF RIGHTS

16. 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 subrogated upon their paying for or making good any loss or damage under this Policy, whether such act or things shall be or become necessary or required before or after his indemnification by the Company.

CONTRIBUTION

17. 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, the Company shall not be liable to pay or contribute more than their rateable proportion of such loss or damage.

CONDITION OF AVERAGE (UNDERINSURANCE)

18. 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 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.

WARRANTIES

19. Every warranty to which the property insured or any item thereof is, or may be, made subject, shall from the time the warranty attaches apply and continue to be in force during the whole currency of this Policy, and non-compliance with any such warranty, whether it increases the risk or not, shall be a bar to any claim in respect of such property or item; provided that whenever this Policy is renewed, a claim in respect of destruction or damage occurring during the renewal period shall not be barred by reason of a warranty not having been complied with at any time before the commencement of such period.

ARBITRATION

20. 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 difference 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 the 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.

TIME LIMIT FOR COMPANY'S LIABILITY

21. In no case whatever 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.

NOTICES

22. Every notice and other communications to the Company required by these Conditions must be written or printed.