



MOTOR DEALERS PACKAGE POLICY

-POLICY WORDING

PREAMBLE:

IN CONSIDERATION OF the Insured named in the Schedule hereto having paid to the Universal Sompo General Insurance Company Ltd. (hereinafter called the Company) the full premium mentioned in the said Schedule, **THE COMPANY AGREES** (subject to the Conditions and Exclusions contained herein or endorsed or otherwise expressed hereon) that if after payment of the premium by any of the Perils Specified hereinafter during the Period of Insurance stated in the said Schedule or in 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 the Policy, the Company shall, subject to the terms conditions and exclusions stated hereinafter, pay to the Insured :

- the value of the property at the time of the happening of its destruction or at its option reinstate or replace such property or any part thereof or
- the amount of such damage or liability incurred or
- the amount of benefit payable

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 or limit insured hereby or such other sum or sums as may be substituted therefore by memorandum hereon or attached hereto signed by or on behalf of the Company.

NOTE: The term Policy when appearing within a Coverage Section/extension/Rider wording shall be interpreted as referring to the specific insurance afforded by that Coverage Section/extension/Rider.

Coverages:

Section 1: Fire & Allied Perils

Section 2: Burglary

Section 3: Neon Sign - Glow Sign

Section 4: Business Interruption

Section 5: Money Insurance

Section 6: Plate Glass

Section 7: Fidelity Guarantee

Section 8: Public Liability



Section 9: Workmen Compensation

Section 10: Electronic Equipment

SECTION 1: FIRE AND ALLIED PERILS (BUILDING AND CONTENTS)

Perils Covered:

I) Fire

Excluding destruction or damage caused to the property insured by

- a) i) its own fermentation, natural heating or spontaneous combustion
- ii) Its undergoing any heating or drying process
- b) Burning of property insured by order of any Public Authority.

ii) Lightning

iii) Explosion/ Implosion

Excluding loss, destruction of or damage

- a) To boilers (other than domestic boilers), economizers or other vessels, machinery or apparatus (in which steam is generated) or their contents resulting from their own explosion/implosion,
- b) Caused by centrifugal forces.

iv) Aircraft Damage

Destruction or damage caused by aircraft, other aerial or space devices and articles dropped therefrom excluding those caused by pressure waves.

v) Riot, Strike and Malicious Damage

Loss of or visible physical damage or destruction by external violent means directly caused to the property insured but ***excluding*** those caused by

- a) Total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind;
- b) Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted authority;
- c) Permanent or temporary dispossession of any building or plant or unit or machinery resulting from the unlawful occupation by any person of such building or plant or unit or machinery or prevention of access to the same;
- d) burglary, housebreaking, 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 or public peace) in any malicious act .If the Company alleges that the loss/damage is not



caused by any malicious act, the burden of proving the contrary shall be upon the insured.

e) Terrorism Damage Exclusion Warranty

Notwithstanding any provision to the contrary within this insurance it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss. For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force of 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), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.

The warranty also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to action taken in respect of any act of terrorism.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

vi) Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation Loss, destruction or damage directly caused by Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood or Inundation.

vii) Impact Damage: -

Loss of or visible physical damage or destruction caused to the property insured due to Impact by any Rail/Road vehicle or animal by direct contact and not belonging to or owned by

- a) The Insured or any occupier of the premises or
- b) Their employees while acting in the course of their employment.

viii) Subsidence and Landslide including Rockslide Loss, Destruction or damage caused by Subsidence of part of the site on which the property stands or Landslide/Rockslide

Excluding:

- a) The normal cracking, settlement or bedding down of new structures
- b) The settlement or movement of made up ground
- c) Coastal or river erosion
- d) Defective design or workmanship or use of defective materials



- e) Demolition, construction, structural alterations or repair of any property or ground works or excavations.

ix) Bursting and/or overflowing of Water Tanks, Apparatus and Pipes

x) Missile testing operations

xi) Leakage from Automatic Sprinkler Installations

Excluding destruction or damage caused by

- a) Repairs or alterations to the buildings or premises
- b) Repairs, removal or extension of the Sprinkler Installation
- c) Defects in construction known to the Insured

xii) Bush Fire

Excluding loss, destruction or damage caused by Forest Fire 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 therefore by memorandum hereon or attached hereto signed by or on behalf of the Company.

Exclusions:

- 1) This Section does not cover (not applicable to policies covering dwellings)
 - a) The first 5% of each and every claim subject to a minimum of Rs.10, 000 in respect of each and every loss arising out of "Act of God perils" such as Lightning, STFI, Subsidence, Landslide and Rock slide covered under the policy
 - b) The first Rs.10,000 for each and every loss arising out of other perils in respect of which the Insured is indemnified by this policy.
The Excess shall apply per event per insured
- 2) 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 any peril hereby insured against which itself results from pollution or contamination.
- 3) Loss, destruction or damage to bullion or unset precious stones, any curios or works of art for an amount exceeding Rs.10000/-, goods held in trust or on commission, manuscripts, plans, drawings, securities, obligations or documents of any kind, stamps, coins or paper money, cheques, books of accounts or other business books, computer systems records, explosives unless otherwise expressly stated in the Policy.
- 4) Loss, destruction or damage to the stocks in cold storage premises caused by change of temperature.



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5) 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 set up.

6) Expenses necessarily incurred on

- I. Architects, Surveyors & 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 in excess of 3% and 1% of the claim amount, respectively.

7) Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.

8) Loss or damage by spoilage resulting from the retardation or interruption or cessation of any process or operation caused by operation of any of the perils covered is excluded from scope of this policy.

9) Loss by theft during or after the occurrence of any insured peril except as provided under Riot, Strike, Malicious and Terrorism Damage cover.

10) Any loss or damage occasioned by or through or in consequence directly or indirectly due to earthquake, volcanic eruption or other convulsions of nature.

11) Loss or damage to property insured if removed to any building or place other than in which it is herein stated to be insured, except machinery and equipment temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding 60 days.

Conditions:

1) All insurances under this Policy shall cease on expiry of seven days from the date of fall or displacement of any building or part thereof or of the whole or any part of any range of buildings or of any structure of which such building forms part PROVIDED such a fall or displacement is not caused by insured perils, 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.

Notwithstanding the above, the Company subject to an express notice being given as soon as possible but not later than seven days of any such fall or displacement may agree to continue the insurance subject to revised rates, terms and conditions as may be decided by it and confirmed in writing to this effect.



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2) 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 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 insured perils.
- b) If the building insured or containing the insured property becomes unoccupied and so remains for a period of more than 30 days. This condition is deleted for occupancies rated as dwellings.
- c) If the interest in the property passes from the Insured otherwise than by will or operation of law.

3) 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.

4) i) On the happening of any loss or damage the Insured shall for 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 claim in writing for the loss or damage containing as particular an account as may be reasonably practicable of all the several articles or items or 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.

- Particulars of all other insurance, if any.

ii) The Insured shall also at all times at his own expense produce, procure and give to the Company all such further particulars, plans, specification, books, vouchers, invoices, duplicates or copies thereof, documents, investigation reports (internal/external), proof and information with respect to the claim and the origin and cause of the loss 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.

iii) In no case whatsoever shall the Company be liable for any loss or damage after the expiry of 12 months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration; it being expressly agreed and declared that if the Company



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shall disclaim liability for any claim hereunder and such claim shall not within 12 calendar months from the date of the disclaimer have been made the subject matter of a suit in a court of law when the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

5) On the happening of 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 its powers hereunder, incur any liability to the Insured or diminish its rights 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 benefits 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.

6) If the Company at its option, reinstates or replaces the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or join with any other Company or Insurer(s) in so doing, 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 elects 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



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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.

7) 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 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 his indemnification by the Company.

8) At all times during the period of insurance of this Policy the insurance cover will be maintained to the full extent of the respective sum insured in consideration of which upon the settlement of any loss under this Policy, pro-rata premium for the unexpired period from the date of such loss to the expiry of period of insurance for the amount of such loss shall be payable by the Insured to the Company.

The additional premium referred above shall be deducted from the net claim amount payable under the Policy.

This continuous cover to the full extent will be available notwithstanding any previous loss for which the Company may have paid hereunder and irrespective of the fact whether the additional premium as mentioned above has been actually paid or not following such loss. The intention of this condition is to ensure continuity of the cover to the Insured subject only to the right of the Company for deduction from the claim amount, when settled, of pro-rata premium to be calculated from the date of loss till expiry of the Policy.

Notwithstanding what is stated above, the Sum Insured shall stand reduced by the amount of loss in case the insured immediately on occurrence of the loss exercises his option not to reinstate the Sum Insured as above.

WORKSHOP/BODYSHOP SPECIAL CONDITIONS:

The cover provided under the Policy *excludes* loss of or damage to customers' vehicles in the care/custody/ control of the Insured.

- where such loss or damage is not directly caused by any of the insured perils
- unless such vehicles are within the premises of the Insured at the time of occurrence of the loss or damage
- unless the particulars of such vehicles have been originally entered into the books of the Insured including therein information on the scope of work and the extent of existing damage, the condition of the vehicle, the date and time of entry, the daily particulars of work done and materials employed, the date and time of handover of such vehicles to the customer i.e. exit from insured premises.
- Older than 6 years of age are not eligible to be covered under the policy.
- following from impact damage and/or malicious damage



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- in respect of rust and oxidation following the direct operation of any of the insured perils
- whilst being worked upon or following from work done or arising out of work
- in respect of undercarriage, tyres, wheels and accessories mounted/contained within the vehicle
- which are owned by employees of the Insured or members of the Insured's household or the Insured's business partners
- In respect of any loss of or damage to customers vehicles that is assessed as indemnifiable under the provisions of this Policy.

The basis of any settlement in case of Workshop/Bodyshop shall be:

- in the event of the vehicle being assessed as a total loss, the depreciated market value of the vehicle prevailing at the time of loss as assessed by the Company duly reduced by the amount representing the pre-existing damage before any repairs or work was carried thereon whether or not such damage was included in the scope of repairs
- the amount assessed by the Company as being represented in the wreck unless the Company at its option takes charge of the wreck
- in the event of the vehicle being assessed as repairable, the additional amount assessed by the Company as required in carrying out the additional repairs duly reduced by the amount assessed by the Company as representing ordinary wear and tear with due regard for the make, model and extent of use and depreciated market value of the subject vehicle
- the amount relating costs of repairs coming within the original scope of works of the Insured
- the amount relating to costs / expenses committed by the Insured under the terms of the contract of repair and services including standard services applicable to any customer vehicle

Extensions:

Architects, Surveyors and Consulting Engineers Fees (in excess of 3% of the claim amount)

“It is hereby declared and understood that the expenses incurred towards Architects, Surveyors and Consulting Engineers fees for plans, specification tenders, quantities and services in connection with the superintendence of the reinstatement for the Building, Machinery, Accessories and equipment insured under this policy up to a maximum of 7.5% of the adjusted loss is covered, but it is understood that this does not include any cost in connection with the preparation of the Insured's claim or estimate of loss in the event of damage by insured perils”.

Removal of Debris (in excess of 1% of the claim amount)



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“In consideration of the payment of additional premium of Rs _____ it is hereby agreed and declared that notwithstanding anything to the contrary in the policy or in any of its conditions, this policy covers On costs and expenses necessarily incurred by the insured

- In the removal of debris from the premises of the Insured;
- Dismantling or demolishing;
- Shoring up or propping;

of the portion or portions of the property insured by (Items..... of) this policy destroyed or damaged by perils hereby insured against but not exceeding 10 % of the sum insured..

Insurance of Additional Expenses of Rent for an Alternative Accommodation

It is hereby declared that in the event of the premises described in the policy and occupied by the insured, hereinafter referred to as ‘PREMISES’ being destroyed or damaged by any Insured Peril as to become unfit for occupation and the insured in consequence taking up alternative accommodation, the Company shall, subject to special conditions set out herein, indemnify the insured against the additional rent (As explained herein) which the insured is called upon to bear for the period beginning from the date of operation of any of the Insured Perils until the ‘PREMISES’ is rendered fit for occupation such period not exceeding such reasonable time as is required to restore the premises with due diligence to a condition fit for occupation or the maximum indemnity period of months whichever is earlier.

Provided that the liability of the company shall not exceed Rs..... the sum insured hereby.

Provided, further that if the sum produced by applying the monthly additional rent, borne by the insured for the alternative accommodation to the maximum indemnity period is more than the Sum Insured hereby, the liability of the Company shall be proportionately reduced.

Conditions

1. This insurance shall apply subject to the condition that the PREMISES occupied by the insured, whether as owner or tenant, forms part of a building not being “Kutch” Construction.

2. If the area of alternative accommodation taken by the insured is more than the area of the PREMISES occupied by the insured, the additional rent borne by the insured for the purpose of this insurance shall be deemed to be that proportion of the additional rent actually borne by the insured as the area of the PREMISES which was in the insured’s occupation bears to the area of the alternative accommodation taken by the insured. The insured shall be at liberty to take alternative accommodation in any locality so long as it is within the Municipal limit of the city or town in which the PREMISES is situated.

Explanation:



Additional Rent: If the insured is the Owner-Occupant, the additional rent borne by him is arrived after deducting the standard rent of the premises from the actual rent paid for the alternative accommodation. The standard rent shall be based on the rateable values fixed by the Municipal/Revenue authorities for tax purposes. If the insured is a tenant only and for safeguarding his legal tenancy rights is obliged to pay rent for the premises even during the period when it is not fit for occupation, the additional rent borne by him is the actual rent for the alternative accommodation. If the insured is a tenant and is not obliged to pay rent for the premises during the period When it is not fit for occupation, the additional rent borne by him is the actual rent paid for alternative accommodation taken less the rent which he was paying for the premises immediately prior to the same being damaged or destroyed by Insured Perils and rendered unfit for occupation.

Omission to Insure additions, alterations or extensions

“The Insurance by this Policy extends to cover Buildings and/or Machinery, Plant and other Contents and defined in Columns.....hereof which the insured may erect or acquire or for which they may become responsible:-

- a) At the within described premises
- b) For use as factories
 - I. The liability under this Extension shall not exceed in respect of (a) above, 5% of the Sum Insured by each item, in respect of (b) above, 5% of the Sum Insured by item No.....
 - II. The Insured shall notify the Insurer of any additional insurance as soon as it shall come to their knowledge and shall pay the appropriate additional premium thereon from the date of inception.
 - III. Following the advice of any additional insurance as aforesaid, cover by this extension shall be fully reinstated.
 - IV. No liability shall attach to the insurers in respect of any Building, machinery, Plant or other contents while such property is otherwise insured.

Earth quake (Fire and Shock)

If STFI is deleted

“In consideration of the payment by the Insured to the Company of the sum of _____ additional premium, it is hereby agreed and declared that notwithstanding anything stated in the printed exclusions of this policy to the contrary, this Insurance is extended to cover loss or damage (including loss or damage by fire) to any of the property Insured by this policy occasioned by earthquake including Landslide/Rockslide resulting there from but excluding flood or overflow of the sea, lakes, reservoirs and rivers caused by earthquake.

Provided always that all the conditions of this policy shall apply (except in so far as they may be hereby expressly varied) and that any reference therein to loss or damage by fire shall be deemed to apply also to loss or damage directly caused by any of the perils which this insurance extends to include by virtue of this endorsement.”

If STFI is not deleted

“In consideration of the payment by the Insured to the Company of the sum of _____



_____ Additional premium, it is hereby agreed and declared that notwithstanding anything stated in the printed exclusions of this policy to the contrary, this Insurance is extended to cover loss or damage (including loss or damage by fire) to any of the property Insured by this policy occasioned by or through or in consequence of earthquake including flood or overflow of the sea, lakes, reservoirs and rivers and/or Landslide/Rockslide resulting there from. Provided always that all the conditions of this policy shall apply (except in so far as they may be hereby expressly varied) and that any reference therein to loss or damage by fire shall be deemed to apply also to loss or damage directly caused by any of the perils which this insurance extends to include by virtue of this endorsement.”

Terrorism Damage Cover Endorsement

"It is hereby declared and agreed that in consideration of payment of additional premium of Rs._____, the Terrorism Damage Exclusion Warranty of the Riot, Strike, Malicious Damage provision forming part of the within mentioned policy stands deleted. The expression/s "terrorism and/or act of terrorism" shall have the same meaning/s as contained in Terrorism Damage Exclusion Warranty.

This endorsement excludes loss of or damage caused by

A)

- I. I. total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.
- II. Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority.
- III. Permanent or temporary dispossession of any building or plant or unit of machinery resulting from the unlawful occupation by any person of such building or plant or unit or machinery or prevention of access to the same.
- IV. Burglary, housebreaking, 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 terrorism.

B) Loss or damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling , preventing , suppressing or in any way relating to action taken in respect of any act of terrorism.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the insured.

The limit of coverage under this endorsement shall not exceed Rs. _____ (insert here the overall liability limit for Material Damage + Loss of Profit). In respect of several insurances within the same compound / location with all the Indian insurers, the maximum aggregate loss (MD+LOP) payable per compound /location shall be Rs.600 crores. If the actual aggregate loss suffered at one compound / location is more than Rs.600crores, the amounts payable under individual policies shall be reduced on pro rata basis.



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The coverage under this endorsement is subject to an excess of Re. 0.5% of the total sum insured subject to a minimum of Rs. _____ (insert Rs. 25000 or Rs. 1 lakh as applicable) for each and every claim in respect of both material damage and loss of profits combined."

Escalation Clause:

“In consideration of the payment of an additional premium amounting to 50% of the premium produced by applying the specified percentage to the first or the annual premium as appropriate on the under noted items(s) the Sum(s) Insured thereby shall, during the period of insurance, be increased each day by an amount representing 1/365th of the specified percentage increase per annum.

Item Number annum	Specified percentage increase per annum
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Unless specifically agreed to the contrary the provisions of this clause shall only apply to the sums insured in force at the commencement of each period of insurance. At each renewal date the insured shall notify the Insurers:-

- The sum to be insured under each item above, but in the absence of such instructions the Sums Insured by the above items shall be those stated on the policy (as amended by any endorsement effective prior to the aforesaid renewal date) to which shall be added the increases which have accrued under this Clause during the period of insurance up to that renewal date, and
- The specified percentage increase(s) required for the forthcoming period of insurance, but in the absence of instructions to the contrary prior to renewal date the existing percentage increase shall apply for the period of insurance from renewal.
- All the conditions of the policy in so far as they may be hereby expressly varied shall apply as if they had been incorporated herein.”

Section 2: Burglary Insurance

Operative Clause:

The Company hereby agrees subject to terms, conditions and exclusions herein contained or endorsed or otherwise expressed hereon to indemnify the Insured to the extent of intrinsic (Basic) value of:

- (a) Any loss of or damage to property or any part thereof whilst contained in the premises described in the schedule hereto due to Burglary or House-breaking (theft following upon an actual forcible and violent entry of and / or exit from the premises) and Hold-up.



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- (b) Damage caused to the premises to be made good by the insured resulting from burglary and / or house-breaking or any attempt there at any time during the period of insurance.

Provided always that the liability of the Company shall in no case exceeds the sum insured stated against each item or Total Sum Insured as stated in the Schedule.

Exclusions:

The Company shall ***not be liable*** in respect of :

- (i) Gold or Silver articles, watches or jewelry or precious stones or models or coins or curios, sculptures, manuscripts, rare books, plans, medals, moulds, designs, deeds, bonds, bills of exchange, bank, treasury or promissory notes, cheques, money, securities, stamps, collection of stamps, business books or papers, unless specifically insured.
- (ii) Loss or damage where any inmate or member of the Insured's household or of his business staff or any other person lawfully in the premises in the business is concerned in the actual theft or damage to any of the articles or premises or where such loss or damage have been expedited or any way assisted or brought about by any such person or persons.
- (iii) Loss or damage which is recoverable under Fire or Plate Glass Insurance policy, or any other policy.
- (iv) Loss or damage directly or indirectly, proximately or remotely occasioned by or which arises out of or in connection with Riot and Strike, Civil Commotion, Earthquake, Flood, Storm, Cyclone or other convulsions of nature or atmospheric disturbances.
- (v) Loss or damage whether direct or indirect arising from war, warlike operations and of foreign enemy hostilities (whether war be declared or not), civil war, revolution, insurrection, civil commotion, military or usurped power, seizure, capture, confiscation, arrests, restraints and detainment by order of any governments or any other authority.
- (vi) Any loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any Consequential Loss and any Legal Liability of whatsoever nature ----- directly or indirectly caused by or contributed to or arising from ionizing radiation or contamination by radioactivity from any source whatsoever.
- (vii) Any accident, loss, destruction, damage or Legal Liability directly or indirectly caused by or contributed to by or arising from Nuclear weapons material.



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- (viii) Loss of money and/or other property abstracted from safe following the use of the key to the said safe or any duplicate thereof belonging to the Insured, unless such key has been obtained by assault or violence or any threat thereat.
- (ix) This policy shall cease to attach
- (a) If the premises shall have been left uninhabited by day and night for seven or more consecutive days and nights while the premises are left uninhabited.
- (b) If the Insured shall cause or suffer any material alteration to be made in the premises or anything to be done whereby the risk is increased.
- (c) To any property the interest of the Insured in which shall pass from the Insured otherwise than by will or operation of law.

Unless in every case, the consent of the Company to the continuance of the Insurance thereon is obtained and signified on the policy.

- (x) Loss or damage due to Terrorism and Sabotage activities.

In any action, suit or other proceedings where the Company alleges that by reason of the above Provisions 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.

Conditions:

1. Reinstatement of Sum Insured: -

Immediately upon the happening of any loss or damage as described in the policy, the Total Sum Insured and the Sum Insured upon the various descriptions of property which have been lost or damaged, shall be reduced by the amount of loss or damage and such, reduced sums Insured shall be the limit of the Company's liability in respect of any further loss or damage occurring during the current period of Insurance unless the Company consents, upon payment of additional premium to reinstate the full Sum Insured.

2. Maintenance of Books & Keys: -

The Insured shall keep a daily record of the amount of cash contained in the Safe or Strong room and such record shall be deposited in a secure place other than the Safe or Strong room and produced as documentary evidence in support of a claim under this policy. The keys of the Safe or Strong room shall not be left on the premises out of business hours unless the premises are occupied by the Insured or any other authorized employee of the Insured in which case such keys if left on the premises shall be deposited in a secure place not in the vicinity of the Safe or Strong room.



SECTION 3: NEON SIGN - GLOW SIGN

Sub Section I – Loss or damage

Loss or Damage to Neon Sign described in the Schedule hereto.

- a) by accidental external means or
- b) by fire and/or lightning and/or external explosion and/or theft or
- c) By malicious act.

Exclusions:

PROVIDED THAT the Company shall not be liable to make any payment under this section in respect of

- The fusing or burning out of any Bulbs and/or Tubes arising from Short-circuiting or arcing or any other mechanical or electrical breakdown or faults.
- Depreciation and/or wear and tear due to any cause whatsoever.
- Mechanical or electrical breakdown failures or breakages and/or over-running and/or over-heating and/or overloading or strain.
- The action of sun, rain, hail, flood, bad weather or other atmospheric conditions.
- Terrorism and sabotage activities.

Sub Section II – Liability to third parties

Liability at Law towards third parties (including claimant's law costs) for death of or bodily injury to any person or damage to property caused by the said Neon sign.

PROVIDED that the Company shall not be liable under this section in respect of

- Death of or bodily injury to any person in the employment of the Insured arising out of and in the course of such employment.
- Damage to property belonging to or held in trust by or in the custody or control of the Insured.

Exclusion:

Provided always that the Company shall not be liable under this policy in respect of:

- Any claim arising out of any contractual liability.
- Any consequential loss sustained by the Insured.
- Any accident loss damage and/or liability directly or indirectly proximately or remotely occasioned by or contributed to by or traceable to or arising out of or in connection with flood, typhoon, hurricane, tornado, volcanic eruption, earthquake or



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other convulsion of nature, war, invasion, the act of foreign enemies, hostilities or war like operations (whether before or after declaration of war) civil war, strike, riot, civil commotion, mutiny, rebellion, military or usurped power or by any direct or indirect consequences of any of the said occurrence and in the event of any claim hereunder the Insured shall prove that the accidental loss or damage and/or liability arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequence thereof and in default of such proof the Company shall not be liable to make any payment in respect of such a claim.

- Any accident or any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss.
- Payment of compensation in respect of death, injury disablement of the Insured person directly or indirectly caused by or contributed to by or arising from ionizing radiation or contamination by radioactivity from any source whatsoever.
- Any accident, loss, destruction, damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

Conditions

- In case of theft or other criminal acts which may be the subject of a claim under this policy the Insured shall give immediate notice to the police and co-operate with the Company in securing the conviction of the offender.
- No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company which shall be entitled if it so desire to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for its own benefit any claim or indemnity or damage or otherwise and shall have full discretion in the conduct of any proceeding or in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.
- At any time after the happening of any event giving rise to a claim under Sub Section II of this policy the Company may pay to the Insured this full amount of the Company's liability under that section and relinquish the conduct of any defence settlement or proceedings and the Company shall not be responsible for any damage alleged to have been caused to the Insured in consequences of any alleged action or omission of the Company in connection with such defence settlement or proceedings or of the Company relinquishing such conduct; nor shall the Company be liable for



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any costs or expenses whatsoever incurred by the Insured or any claimant or other person after the Company shall have relinquished such conduct.

- The Company may at its own option repair, reinstate or replace the property mentioned in the schedule or part thereof or may pay in cash the amount of the loss or damage and the liability of the Company shall not exceed the actual value of the parts damaged or lost plus the reasonable cost of fitting and shall in no case exceed the limit of liability specified in the schedule or the value of the said property at the time of the loss or damage whichever is the less.
- The property described in the schedule hereto must be examined and inspected at regular intervals of no longer than three months by a qualified electrician and engineer and his report certifying that the said property is in sound running order and is properly and adequately fastened and attached to its frame work and that the foundation of the entire structure is also of adequate strength and properly attached and fix to the ground or floor as the case may be must be submitted to the Company forth with .

SECTION 4: BUSINESS INTERRUPTION:

ANNEXURE 'A'

In consideration of the insured named in the Schedule hereto having paid to the Insurance Company (hereinafter called the Company), the premium mentioned in the Schedule, the Company agrees (subject to the Special Conditions and Exclusions contained herein or endorsed or otherwise expressed hereon and also to the Conditions and Exclusions contained in the Fire Policy covering the interest of the insured in the property at the premises) that if any building or other property or any part thereof used by the Insured at the premises for the purpose of the Business, be destroyed or damaged by the perils covered under the fire policy, (Destruction of damage so caused being hereafter termed Damage), and the Business carried on by the Insured at the Premises be in consequence thereof interrupted or interfered with, then the company will pay to the insured in respect of each item in the schedule hereto the amount of loss resulting from such interruption or interference in accordance with the provisions contained therein:

Provided that

- 1) Such Damage is caused at any time after payment of the premium during the period of insurance named in the Schedule or of 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 the policy.



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- 2) At the time of the happening of the Damage there shall be in force a Fire Policy covering the interest of the insured in the property at the premises against such Damage and that payment shall have been made or liability admitted there under. However, the Provision shall not apply where payment is not made under Fire Policy, solely due to operation of a provision in fire policy excluding liability for losses below a specified amount.
- 3) 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 hereafter be substituted therefore by memorandum duly signed by or on behalf of the Company.

Conditions:

1. The insurance under this Policy shall cease if:
 - a) The business be wound up or carried on by a Liquidator or Receiver or permanently discontinued; or
 - b) The insured's interest ceases otherwise than by death; or
 - c) Any alteration is made either in the business or in the premises or property therein whereby the risk of Damage is increased, at any time after the commencement of this insurance, unless its continuance be admitted by memorandum signed by or on behalf of the Company.
2. Notice shall be given to the Company of alteration in existing blocks, addition of new blocks and/or premises and/or deletion of existing blocks and/or premises during the currency of the Policy to enable the company to determine whether the basis rate of the Policy undergoes a change as a result of such inclusions/exclusions and to effect necessary adjustments in the premium under this Policy.
3. On the happening of any Damage in consequence of which a claim is or may be made under this Policy, the insured shall
 - a) Forthwith give notice thereof to the Company,
 - b) With due diligence do and concur in doing and permit to be done all things which may be reasonably practicable to minimize or check any interruption of or interference with the business or to avoid or diminish the loss.
 - c) not later than thirty days after the expiry of the period of Indemnity or within such further time as the Company may in writing allow, at his own expense deliver to the Company in writing a statement setting forth particulars of his claim together with details of all other insurances (if any) covering the damage or any part of it or consequential loss of any kind resulting therefrom.
 - d) at his own expense produce or procure and give to the Company such books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs, information, explanation and other evidence as may reasonably



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be required by or on behalf of the Company for the purpose of investigating or verifying the claim 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 and in the event of non-compliance therewith in any respect, any payment on account of the claim already made shall be repaid to the Company forthwith.

4. In no case whatsoever shall the Company be liable in respect of any claim under this Policy after the expiration of:

(a) One year from the end of the period of indemnity or if later,

(b) Three months from the date on which payment shall have been made or liability admitted by the Insurers covering the Damage giving rise to the said claim, unless the claim is the subject of pending action or Arbitration.

5. 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 wherever they may appear.

6. At all times during the period of insurance of this Policy, the insurance cover will be maintained to the full extent of the respective sum insured in consideration of which, upon the settlement of any loss under this Policy, pro-rata premium for the unexpired period from the date of such loss to the expiry of period of insurance for the amount of such loss shall be payable by insured to the company.

The additional premium referred above shall be deducted from the net claim amount payable under the Policy. This continuous cover to the full extent will be available notwithstanding any previous loss for which the company may have paid hereunder and irrespective of the fact whether the additional premium as mentioned above has been actually paid or not following such loss. The intention of this condition is to ensure continuity of the cover to the Insured subject only to the right of the Company for deduction from the claim amount when settled of pro-rata premium to be calculated from the date of loss till expiry of the Policy.

Notwithstanding what is stated above, the Sum Insured shall stand reduced by the amount of loss in case the Insured, immediately on occurrence of the loss, exercises his option not to reinstate the Sum Insured as above.

ANNEXURE – ‘B’:

Consequential Loss Insurance Specifications

Specification a: Insurance on Gross Profit on Turnover Basis



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Item No.

1. on Gross Profit (Revenue) _____

2. Sum Insured _____

3. Total Sum Insured _____

The insurance under Item No.1 is limited to loss of Gross Profit due to (a) Reduction in Turnover and (b) increase in Cost of Working and the amount payable as indemnity thereunder shall be: -

- a) IN RESPECT OF REDUCTION IN TURNOVER: the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall, in consequence of the Damage, fall short of the Standard Turnover.
- b) IN RESPECT OF INCREASE IN COST OF WORKING: the additional expenditure (subject to the provisions of Memo 2) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for that expenditure would have taken place during the Indemnity period in consequence of the Damage but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided.

Less any sum saved during the Indemnity Period in respect of such of the Insured Standing Charges as may cease or be reduced in consequence of the Damage:

Provided that if the Sum Insured by this Item be less than the sum produced by applying the Rate of Gross Profit to (where the Indemnity Period exceeds 12 months insert 'times' as may be appropriate e.g. for 18 months insert one and a half times) the Annual Turnover, the amount payable shall be proportionately reduced.

Departmental Clause:

“If the business be conducted in departments, the independent trading results of which are ascertainable, the provision of Clauses (a) and (b) of Item 1 shall apply separately to each department affected by the damage except that if the Sum Insured by the said item be less than the aggregate of the sum produced by applying the rate of gross profit for each department of the business (whether affected by the damage or not) to the relative Annual Turnover thereof, the amount payable shall be proportionately reduced.”



Definitions

GROSS PROFIT – The sum produced by adding to the Net Profit the amount of the insured Standing Charges, or if there be no Net Profit the amount of the Insured Standing Charges less such a proportion of any net trading loss as the amount of the Insured Standing Charges bears to all the Standing Charges of the business.

NET PROFIT – The net trading profit (exclusive of all capital receipts and accretions and all outlay properly chargeable to capital) resulting from the business of the Insured at the premises after due provision has been made for all Standing and other charges including depreciation, but before the deduction of any taxation chargeable on profits.

Insured Standing Charges – (appropriate list to be inserted)

OUTPUT – the quantity of + produced at the premises measured in units of+ +

INDEMNITY PERIOD – the period beginning with the occurrence of the damage and ending not later than Months thereafter during which the results of the business shall be affected in consequence of the damage.

+ Insert description of commodity produced by the Insured.

++ Insert unit of weight used.

TURNOVER – The money paid or payable to the Insured for goods sold and delivered and for services rendered in course of the business at the premises.

INDEMNITY PERIOD – The period beginning with the occurrence of the damage and ending not later than 6 months thereafter during which the results of the business shall be affected in consequence of the damage.

<p>RATE OF GROSS PROFIT – The rate of Gross Profit earned on the turnover during the financial year immediately before the date of the damage.</p>	<p>To which such adjustments shall be made as may be necessary to provide for the trend of the business and for variations in or special circumstances affecting the business either before or after the damage or which would have affected the business had the damage not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which, but for the damage, would have been obtained during the relative period after the damage.</p>
<p>ANNUAL TURNOVER – The Turnover during the twelve months immediately before the date of the damage.</p>	
<p>STANDARD TURNOVER –The Turnover during that Period in the twelve months immediately before the date of the damage which corresponds with the Indemnity Period.</p>	



Memo 1: If during the Indemnity Period goods shall be sold or services shall be rendered elsewhere than at the premises for the benefit of the business either by the Insured or by others on his behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Turnover during the Indemnity Period.

Memo 2: If any Standing Charges of the business be not insured by this policy then in computing the amount recoverable hereunder as increase in Cost of Working that proportion only of the additional expenditure shall be brought into account which the sum of the Net Profit and the Insured Standing Charges bears to the sum of the Net Profit and all the Standing Charges.

Memo 3: If the Insured declares, at the latest twelve months after the expiry of any Period of Insurance, that the Gross Profit earned (or a proportionately increased multiple thereof where the maximum Indemnity Period exceeds 12 months) during the accounting period of 12 months most nearly concurrent with any period of Insurance, as certified by the Insured's Auditors, was less than the Sum Insured thereon, a pro-rata return of premium not exceeding 50% of the premium paid on such Sum Insured for such period of Insurance shall be made in respect of the difference. Where, however, the declaration is not received by the Company within twelve months after the expiry of the period of insurance, no refund shall be admissible.

If any damage has occurred giving rise to a claim under this policy, such return shall be made in respect only of said difference as is not due to the damage.

Specification D – Wages

(i) DUAL BASIS

The insurance under item Is limited to loss in respect of "Wages" and the amount payable as indemnity thereunder shall be

(a) In Respect of Reduction in Turnover

i) During the portion of the Indemnity Period beginning with the occurrence of the damage and ending not later than Weeks thereafter the sum produced by applying the Rate of Wages to the Shortage in Turnover/Output during the said portion in the Indemnity Period.

less any saving during the said portion of the Indemnity Period through reduction in consequence of the damage in the amount of Wages paid

ii) During the remaining portion of the Indemnity Period the sum produced by applying the Rate of Wages to the Shortage in Turnover/Output during the said remaining portion of the Indemnity Period.

less any saving during the said remaining portion of the Indemnity Period through reduction in consequence of the damage in the amount of Wages paid but not exceeding the sum produced by applying percent of the Rate of Wages to the Shortage in Turnover/Output during the said remaining portion of the Indemnity Period, increased by



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such amount as is deducted for saving under the terms of Clause (i) (OPTION TO CONSOLIDATE – at the option of the insured, the number of weeks referred to in clause (a) (i) above may be increased to X provided that the amount arrived at under the provisions of clause (a)(ii) shall not exceed such amount as is deducted under clause (a) (i) for saving effected during the said increased number of weeks.

(X) Here insert the equivalent numbers of weeks ascertained from the conversion Table provided in Section II –Rule 3 (a).

(b) In Respect of Increase in Cost of Working so much of the additional expenditure described in Clause (b) of Item 1 as exceeds the amount payable thereunder but not more than the additional amount which would have been payable in respect of Reduction in Turnover/Output under the Provisions of Clauses (a) (i) and (ii) of this item had such expenditure not been incurred.

Provided that if the Sum Insured by this item be less than the sum produced by applying the Rate of Wages to (insert the appropriate multiple if the Indemnity Period exceeds 12 months. e.g. where the indemnity period is eighteen months insert one and a half times) the Annual Turnover/output, the amount payable under this shall be proportionately reduced.

Definitions:

WAGES – Total Wages of all employees other than those whose wages are insured as a standing charge.

Note: - The above definition may be altered to suit the requirements of individual clients.

RATE OF WAGES – The Rate of Wages to Turnover/Output during the financial year immediately before the date of the damage to which such adjustments shall be made as may be necessary to provide for the trend of the business and for variations in or special circumstances affecting the business either before or after the damage or which would have affected the business had the damage not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the damage would have been obtained during the relative period after the damage.

SHORTAGE IN TURNOVER/OUTPUT - The amount by which the Turnover/Output during a period shall in consequence of the damage fall short of the part of the Standard Turnover/Output which relates to that period.

(ii) Pro Rata Basis

The insurance under Item No..... on Weeks Wages on sum insured Rs..... Is limited to the loss incurred by the Insured by the payment of Wages for a



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period beginning with occurrence of the damage and ending not later than weeks thereafter. The amount payable as indemnity under this item shall be the actual amount which the Insured shall pay as Wages for such period to employees whose services cannot in consequence of the damage be utilized by the Insured at all and an equitable part + (based upon shortage of production) of the Wages paid for such period to employees whose service cannot in consequence of the damage be utilized by the Insured in full; Provided that if the sum insured by this item shall be less than the aggregate amount of the Wages that would have been paid during the weeks immediately following the damage, had the damage not occurred, the amount payable shall be proportionately reduced. For the purpose of this item the term Wages shall mean *+. It is permissible to omit the words in brackets or to substitute for ‘production’ some other indeed of activity.

* Here insert a precise definition of the scope to which the insurance of Wages (which may, if desired, expressly include Bonuses, Holiday Pay and the like) is to apply e.g.

the Wages of all Employees the Wages of a specified category or categories of Employees	(Add, if any wages are insured as a standing charge other than whose Wages are insured as a Standing Charge under Item No.....)
the wages of all Employees who are normally paid on a weekly basis	

Specification G – New Business Clause

For the purpose of any claim arising from damage occurring before the completion of the first year’s trading of the business at the premises the terms “Rate of Gross Profit”, “Annual Output/Turnover” and “Standard Output/Turnover” shall bear the following meaning and not as within stated:-

RATE OF GROSS PROFIT – The rate of Gross Profit earned on the Output/Turnover during the period between the date of the commencement of the business and the date of the damage.	To which such adjustments shall be made as may be necessary to provide for the trend of the business and for variations in or special circumstances affecting the business either before or after the damage or which would have affected the business had the damage
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<p>ANNUAL OUTPUT/TURNOVER – The proportional equivalent for a period of twelve months or the Output/Turnover realized during the period between the commencement of the business and the date of the damage.</p>	<p>not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable, the results which, but for the damage, would have been obtained during the relative period after the damage.</p>
<p>STANDARD OUTPUT/TURNOVER – The proportional equivalent for a period equal to the Indemnity Period of the Output/Turnover realized during the period between the commencement of the business and the date of the damage.</p>	

Specification J – Alternative Basis Clause

It is agreed and declared that, whenever found necessary, the term ‘Output’ may be substituted for the term ‘Turnover’ and for the purpose of this policy ‘Output’ shall mean the sale value of goods manufactured by the ‘Insured’ in the course of the business at the premises,

Provided that:

- a) Only one such meaning shall be operative in connection with any one occurrence involving damage (as within defined).
- b) If the meaning set out above be used, memo No.1 shall be altered to read as follows:

Memo 1 : If during the INDEMNITY PERIOD goods shall be manufactured other than at the premises for the benefit of the business either by the Insured or by others on the Insured’s behalf, the sale value of the goods so manufactured shall be brought into account in arriving at the OUTPUT during the INDEMNITY PERIOD.

ANNEXURE ‘C’

Other Extensions:

Note: For extensions given as per extensions of cover under Annexure ‘D’, reference must be made to the Tariff Advisory Committee for the fixation of an additional premium to be charged, if the rates are not provided for in the Tariff for such extension.



1. Insured property stored at other situations

IN consideration of the payment of (the after mentioned additional premium) (an additional premium which included in the premium hereon) it is hereby agreed and declared that subject to the conditions of the policy, loss as insured by the item(s) number(s) of this policy, resulting from interruption of/or interference with the business in consequence of damage (as within defined) to property at the under noted situation shall be deemed to be loss resulting from damage to property used by the insured at the premises.

Provided that the liability under this memorandum in respect of any one location shall not exceed in respect of (each of) item(s) number(s) percent of the sum insured thereunder.

Note:

(a) Property of the Insured Stored

Where the extension relates solely to property of the insured, the words “property at the undernoted situation” and the heading “situations” should be deleted from the wording and the former replaced by “property of the insured while stored anywhere than at premises in the Insured’s occupation”.

(b) Suppliers’ Premises

Where the extension relates to more than one supplier with differing limits, the proviso and “Situations” should be amended to read as follows:

“Provided that the liability under this memorandum in respect of any one location under (each of) item(s) No(s) shall not exceed the percentage of the sum insured thereunder shown against each situation,

SITUATION

LIMIT”

“Further provided that if the percentage shown against the name of the supplier in whose premises damage has occurred shall be less than the percentage of dependence of the insured on that supplier, the amount otherwise payable shall be proportionately reduced.”(c) Premises where a Contract is being carried out: The following should be inserted under ‘SITUATIONS’: ‘Any location where the insured is carrying out work’.



(d) Professional Insured:

This is applicable solely to items on the Gross Revenue/Fees of a business providing professional or similar service only.

The words 'Property at the under noted situations' and the heading 'SITUATION' should be deleted from the wording and the former replaced by 'documents belonging to or held in trust by the insured, whilst temporarily at premises not in the occupation of the insured, or whilst in transit by road, rail or inland waterway.'

2. Electricity Station, Gas Works and Water Works

In consideration of the payment of an additional premium amounting to Rs..... it is hereby agreed and declared that loss as insured by + (item Nos..... of) this policy resulting from interruption of or interference with the business carried on by the insured at the premises described within in consequence of failure of electric supply at the terminal ends of the electricity service feeders*/Gas Works*/Water Works* from which the insured obtain electric Supply*/Gas*/Water* at the said premises directly due to Damage (as within defined) to property at an Electricity Station or Substation of Public Electricity Supply Undertaking*/Gas Works*/Water Works* (excluding Jack wells) from which the insured obtain electricity supply*/Gas*/Water* shall be deemed to be loss resulting from damage to property used by the insured at the premises

+ Delete if inapplicable

* Omit as may be necessary

Provided, however, that the Company shall not be liable for any loss occasioned by the deliberate act of the Government, Municipal or Local Authority or Supply Authority not performed for the sole purpose of safeguarding life or protecting any part of the supply undertaking's system or by the exercise by any such Authority of its power to withhold or restrict or ration supply not necessitated solely by Damage to the supply undertaking's generating or supply equipment by an insured peril.

For the purpose of the above extension, the 'Indemnity Period' in respect of each damage or of a series of damages consequent on or attributable to one source or original cause shall be as follows:

"The period beginning with the occurrence of damage and ending not later than 60 days thereafter during which the result of the business shall be affected in consequence of the damage."



Provided, that the Company shall not be liable for any loss unless the duration of each such failure exceeds 24 hours.

Subject otherwise to the terms, exceptions, conditions and limitations of this Policy.

In any action, suit or other 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 this loss or damage is covered shall be upon the insured.

Extension to cover Customers' premises

(The cover is against consequential loss to the insured's arising out of their customers not taking delivery of the products, exclusively manufactured for them, as a result of the operation of the insured perils at the customers' premises).

(i) Endorsement wording

In consideration of the payment of the after-mentioned additional premium shown in the policy/the Endorsement, it is hereby agreed and declared that, subject to the conditions of the Policy, loss as insured by items(s) Nos. of this policy, resulting from interruption of or interference with the business in consequence of damage (as within defined) to property at the undernoted situations, shall be deemed to be loss resulting from damage to property used by the Insured at the premises.

Provided that the liability under this memorandum in respect of any location shall not exceed in respect of (each of) item(s) No.(s) 20 % (percent) of the sum insured thereunder.

Further Provided that if the percentage, shown against the name of the customer in whose premises damage has occurred, shall be less than the percentage of the Annual Turnover derived by the Insured from that customer, the amount otherwise payable will be proportionately reduced.

Provided Again that the liability under this memorandum in respect of any one location under (each of) item(s) no(s) shall not exceed the percentage of the sum insured thereunder shown against each situation.

Name of the Customer:

Situation of the premises:

Selected percentage limit of the sum insured: 20%



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Agreed Bank Clause:

All policies in which a Bank/Financial Institution has interest shall be issued in the name of Bank/Financial Institution and owner or mortgagor and shall contain a suitable clause to protect their interest. A specimen copy of the Clause is given hereunder.

"It is hereby declared and agreed:-

- i. That upon any monies becoming payable under this policy the same shall be paid by the Company to the Bank and such part of any monies so paid as may relate to the interests of other parties insured hereunder shall be received by the Bank as Agents for such other parties.
- ii. That the receipts of the Bank shall be complete discharge of the Company therefor and shall be binding on all the parties insured hereunder.
N.B: The Bank shall mean the first named Financial Institution/ Bank named in the policy.
- iii. That if and whenever any notice shall be required to be given or other communication shall be required to be made by the Company to the insured or any of them in any manner arising under or in connection with this policy such notice or other communication shall be deemed to have been sufficiently given or made if given or made to the Bank.
- iv. That any adjustment, settlement, compromise or reference to arbitration in connection with any dispute between the Company and the insured or any of them arising under or in connection with this policy if made by the Bank shall be valid and binding on all parties insured hereunder but not so as to impair rights of the Bank to recover the full amount of any claim it may have on other parties insured hereunder.
- v. That this insurance so far only as it relates to the interest of the Bank therein shall not cease to attach to any of the insured property by reason of operation of condition 3 of the Policy except where a breach of the condition has been committed by the Bank or its duly authorized agents or servants and this insurance shall not be invalidated by any act or omission on the part of any other party insured hereunder whereby the risk is increased or by anything being done to upon or any building hereby insured or any building in which the goods insured under the policy are stored without the knowledge of the Bank provided always that the Bank shall notify the Company of any change of ownership or alterations or increase of hazards not permitted by this insurance as soon as the same shall come to its knowledge and shall on demand pay to the Company necessary additional premium from the time when such increase of risks first took place and



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- vi. It is further agreed that whenever the Company shall pay the Bank any sum in respect of loss or damage under this policy and shall claim that as to the Mortgagor or owner no liability therefore existed, the Company shall become legally subrogated to all the rights of the Bank to the extent of such payments but not so as to impair the right of the Bank to recover the full amount of any claim it may have on such Mortgagor or Owner or any other party or parties insured hereunder or from any securities or funds available.

N.B: In cases where the name of any Central Government or State Government owned and / or sponsored Industrial Financing or Rehabilitation Financing Corporations and /or Unit Trust of India or General Insurance Corporation of India and/or its subsidiaries or LIC of India/ any Financial Institution is included in the title of the Fire Policy as mortgagors, the above Agreed Bank Clause may be incorporated in the Policy substituting the name of such institution in place of the word 'Bank' in the said clause.

SECTION 5: MONEY INSURANCE

Definition:

Money: Money shall mean and include Cash, Bank Drafts, Currency Notes, Treasury Notes, Cheques, Postal Order, and Current Postage Stamps.

Bank: Bank shall mean and include Bank of every description, Post Office, Government treasury.

Safe: Safe means a strong cabinet within the premises designed for the safe and secure storage of valuable items maximum to the extent of one day's sale proceeds and access to which is restricted.

Strong Room: Strong Room means a room within the premises designed for the secure storage of money and access to which is restricted.

Coverage:

THE Company hereby agrees subject to the terms, conditions and exclusions herein contained, endorsed or otherwise expressed hereon, to indemnify the Insured against loss of money in transit, by the Insured or Insured's authorized employee(s), occasioned by Robbery, Theft or any other fortuitous cause. Further, the Company shall also indemnify loss of money by Burglary, Housebreaking, Robbery or Hold-up, whilst money is retained at Insured's premises, in safe(s) or strong room, more particularly described in the Schedule, provided always that the limit of the Company's liability for any one loss shall in no case exceed the amount specified against the respective section in the said Schedule.



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Exclusions: The Company shall not be liable in respect of:

- 1) Shortage due to error or omission
- 2) Loss of money entrusted to any person other than the Insured or an authorised employee of the Insured.
- 3) Loss of money where the Insured or his employee is involved as principal or accessory, except loss due to fraud or dishonesty of the cash-carrying-employee of the Insured, occurring whilst in transit and discovered within 48 hours.
- 4) Loss occurring on the premises, after business hours, unless the money is in a locked safe or strong room.
- 5) Loss occasioned by Riot, Strike and Terrorist Activity.
- 6) Money carried under contract of affreightment and theft of money from unattended vehicle.
- 7) Loss of money from safe or strong room following use of the key to the safe or strong room or any duplicate thereof belonging to the Insured, unless this has been obtained by threat or by violence.
- 8) Loss or damage whether direct or indirect arising from War, War-like operations, Act of Foreign Enemy, Hostilities (whether War be declared or not) Civil War, Rebellion, Insurrection, Civil Commotion, Military or Usurped Power, Seizure, Capture, Confiscation, Arrests, Restraints and Detainment by the order of any Government or any other authority. In any action suit or other proceedings where the Company alleges that by reason of the above provisions 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.
- 9) (a) Any loss, destruction or damage, to any property whatsoever or any loss or expense whatsoever or any loss or expense whatsoever, resulting or arising therefrom or any consequential loss, and, any legal liability of whatsoever nature, directly or indirectly caused by or contributed to, by or arising from ionizing radiation or contamination by radioactivity, from any source whatsoever.
(b) Any loss, destruction, damage or legal liability, directly or indirectly caused by or contributed to, by or arising from Nuclear Weapons material.
- 10) Consequential loss or legal liability of any kind.
- 11) Loss or damage due to or contributed to by the Insured having caused or suffered anything to be done whereby the risks hereby insured against were unnecessarily increased.

Condition:

- 1) **Maintenance of Books and Keys:** The Insured shall keep a daily record of the amount of cash contained in the safe or strong room and such record shall be deposited in a secure



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place other than the said safe or strong room and produce as documentary evidence in support of a claim under this policy. The keys of the safe or strong room shall not be left on the premises out of business hours unless the premises are occupied by the Insured or any authorized employee of the Insured in which case, such keys if left on the premises shall be deposited in a secure place not in the vicinity of the safer strong room.

- 2) Adjustment of Premium : The premium in so far as it relates to cash-in-transit is to be regulated by the amount of such money in transit during each period of insurance and for this purpose, a proper record shall be kept in the books of the Insured which the Insured shall at all reasonable times allow the Company to inspect. Within one month from the expiry of each period of insurance, the Insured shall furnish the Company with the correct account of the amount of all such money in transit during the period and if the ascertained amount shall differ from the estimated amount on which premium has been paid, the difference in premium shall be met by a further proportionate payment to the Company or by a refund to the Insured as the case may be, but in no case, shall the refund be more than fifty percent (50%) of the premium stated in the schedule, and retention of premium shall not be less than the minimum of Rs. 30/-
- 3) Rights of Recovery: The Company shall be entitled in the name of the Insured to have the absolute conduct and control of all or any proceedings that it considers necessary for the purpose of tracing and recovering money lost or of securing reimbursement in respect of money lost and the Insured shall at the Company's expense furnish all such assistance as may reasonably be required by the Company in connection with such proceedings and in the event of any or all of the money being recovered, it shall be imperative upon the Insured to refund to the Company such a proportion of the sum allowed by way of compensation as the amount recovered bears to the total amount.

SECTION 6: PLATE GLASS

This insurance is deemed to cover the Insured against loss by Breakage of any of the Glasses described in the Schedule hereto upto the value of the Glass at the time of occurrence or the Insured's estimate of value as stated in the Schedule hereto whichever is less.

PROVIDED ALWAYS that the Company shall not be liable under this policy for:-

- Breakage directly or caused through Fire, Heat or any loss that could be covered by a fire policy.
- Loss or damage which either in origin directly or indirectly, proximately or remotely, arises out of or in connection with earthquake, volcanic eruption, typhoon, hurricane, tornado, cyclone, or other convulsion of nature or atmospheric disturbance, or war invasion, act of foreign enemy, hostilities or war like operations (whether war be declared or not) mutiny, riot, strike, civil commotion, insurrection, rebellion,



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revolution, conspiracy, military, naval 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) directly or indirectly, proximately, or remotely, occasioned by or contributed to by or arising out of or in connection with any of the said occurrences shall be deemed to be a 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 other proceedings 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.

- Loss or damage to Window frames or other fittings.
- Cracked or Imperfect Glass or scratches on any plate.
- Loss or damage caused willfully or knowingly by the person beneficially interested in this Policy or by his Agent or by his or their procurement or connivance.
- Embossed Silvered Lettered Bent or any Glass whatsoever other than plain unless the same be specially mentioned in and expressly insured by this Policy and in the event of a breakage of glass not otherwise specifically described in this Policy shall be considered plain and of ordinary glazing quality.
- Any loss due to the interruption of business or for other damage or injury consequent on or arising from or out of the breakage of glass insured hereunder or for loss alleged to be due to delay in replacing glass.
- (i) Any accident or any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss.
(ii) Any legal liability of whatsoever nature.

Directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any source whatsoever.

- a) Any accident loss destruction, damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
- b) Loss or damage caused by Terrorism and sabotage risks.

Conditions

- The insured shall give notice to the Company of any breakage of glass Insured hereunder immediately after it shall have come to the Insured's knowledge and such notice shall state the date circumstances and extents of such breakage and the insured shall immediately on demand furnish such other information relating to the breakage as the Company may reasonably require. Evidence satisfactory to the Company



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having been furnished the Company shall within a reasonable time at the Company's option either pay to the insured the amount of the loss less the value of any salvage or replace the broken glass with glass of a similar quality.

- In the event of the Company replacing the broken glass all window fittings or other obstructions or replacement shall be removed or replaced by the Insured at the Insured's expense.
- All salvage shall be preserved from damage by the Insured and shall be the property of the Company.
- The Insured shall take it and when required by the Company enforces for the benefit of and at the expense of the Company any claim which may exist against any third party in respect of the breakage of glass insured hereunder.
- The Insured shall take all reasonable precautions to protect the glass insured hereunder and in the event of it being exposed to unusual risk on account of any procession, Show, Building alteration or Repairs or other special circumstances the insured shall cause it to be adequately protected by boards or otherwise.
- Any alteration in the position of the glass or in the premises or in the business carried on in the premises containing the glass insured hereunder or in the occupancy thereof shall render this policy null and void unless and until the Company shall have consented to continue the insurance.
- If at the time any claim arises under this Policy there is any other existing insurance covering the same loss the Company shall not be liable to pay or to contribute more than its rateable proportion of any such loss.
- The Company shall not be bound to accept any renewal premium or to give notice that such is due. No renewal receipt shall be valid unless it is on the printed form of the Company and signed by an Authorized Official of the Company or by an agent of the Company acting under Power Of Attorney from the Company.

SECTION 7: FIDELITY GUARANTEE

Definitions:

- 1) The term "Insured" wherever appeared in this policy means any person, partnership firm or anybody of persons whether incorporated or not with whom employee who is included in the schedule attached hereto has a contract of service.



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- 2) The term “Employee” wherever appeared in this policy means any person (other than a person whose employment is of a casual nature and who is employed otherwise than for the purposes of the Insured’s trade or business) who has entered into a contract of employment with Insured whether such contract of employment is expressed or implied, oral or in writing.

WHEREAS the Insured Employer (hereinafter called INSURED) named in the Schedule hereto has made or caused to be made to The Insurance Company (hereinafter called COMPANY) a written proposal dated. As stated in the Schedule hereto (arranging the truth of the statements contained therein) which is the basis of this contract and is deemed to be incorporated herein and has paid the Company the premium herein stated as consideration for insurance of risks hereinafter specified.

Now, this Policy witnessed that subject to the terms provisos exceptions conditions and definitions contained herein or endorsed or otherwise expressed hereon the Company agrees to indemnify the insured against a direct pecuniary loss sustained by reason of any act of fraud/dishonesty committed on or after the date of commencement of this policy and during uninterrupted service with the Insured and discovered during the continuance of this policy or within twelve calendar months of the expiration thereof and in the case of death, dismissal or retirement of the Employee with twelve calendar months of such death, dismissal or retirement whichever of these events shall first happen.

Provided always that:

- i. The liability of the Company shall not exceed
 - (a) In respect of any employee the sum insured stated against his name or as declared herein.
 - (b) In respect of all claims under this policy, the total sum insured.
- ii. If this policy shall be continued in force for more than one period of indemnity or if any liability shall exist on the part of the Company under this Policy and also under any other Policy in respect of fraud or dishonesty of the employee, the liability of the Company hereunder shall not be accumulated or increased thereby but the aggregate liability of the Company during any number of periods of indemnity and for any number of acts of fraud or dishonesty committed by the employee shall not exceed the sum insured hereunder or the sum insured under any other such policy as aforesaid whichever is greater.



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iii. The Company shall not be liable to pay more than one claim in respect of the action of any one employee.

Exclusion:

- a) If this policy shall be continued in force for more than one period of indemnity or if any liability shall exist on the part of the Company under this Policy the liability will remain aggregate for each year as mentioned in policy.
- b) The Company shall not be liable to pay more than one claim in respect of the action of any one employee.
- c) The Company shall not be liable in respect of losses arising elsewhere than in India.

Conditions:

The Policy and the Schedule shall be read together and any word or expression to which a specific meaning has been attached in any part of this policy or of the schedule shall bear such meaning wherever it may appear.

- 1) On the discovery of any act or default or circumstances which may give rise to a claim, the Insured shall:
 - a) Forthwith give written notice to the Issuing Office of the Company;
 - b) Immediately take all steps to prevent further loss;
 - c) Supply at the request of and free of expense to the Company all such proof, information and other evidence (verified by statutory declaration if so required) relating to the claim as the Company may require.
- 2) If the Insured is or shall hereafter be guaranteed by any other person, society or company or hold other security or insurance against such loss as is hereby guaranteed, the Insured shall only be liable to bear the loss ratable with such person, society or company or securities or insurance.
- 3) Any money of the Employee in the hands of Insured and any money which but for the Employee's dishonesty would have been due to the Employee from the Insured shall be deducted from the amount otherwise payable under this policy. Any money recovered after the settlement of any claim shall be the property of the Insurance Company not exceeding, however, the amount paid by the Company.
- 4) The Insured shall if and when required by the Company but at the expense of the Company if a conviction be obtained, use all diligence in prosecuting any of the employee to conviction for any act which such employee shall have committed and in consequence of which a claim will have to be made under such policy and shall at the



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Company's expense give all information and assistance to enable the Company to sue for and obtain reimbursement by any such employee by reason of whose acts or defaults a claim has been made or by the estate of such employee or money which the Company shall have become liable to pay in respect thereof.

- 5) Unless the Company be advised and its written approval be obtained, the Company shall not be liable hereunder in the event of any change in the nature of the business of the insured or in the duties and conditions of service of the employee or if remuneration of the employee be reduced or its basis altered or if the precautions stated by the Insured with regard to accounting be not duly followed or if the Insured shall continue to entrust the employee with money or goods after having knowledge of any material fact bearing on the honesty of the employee.
- 6) If any part of the premium or renewal is based on estimates furnished by the Insured, the Insured shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record. The Insured shall within one month after the expiry of each period of insurance, furnish such information as the Company may require. The premium or renewal premium shall thereupon be adjusted and the difference paid or allowed to the insured.
- 7) If required by the Company, the agent of the Insured shall in case of any loss to the Insured be permitted at all reasonable times to examine into the circumstances of such loss and the Insured shall on being required so to do by the Company produces all books of accounts, receipts, documents relating to or containing entries relating to the loss in his possession and furnish copies of or extracts from such of them as may be required by the Company so far as they relate to such claims or will in any way enable the Company to ascertain the correctness thereof or the liability of the Company under this policy.
- 8) The Company shall be entitled at its own expenses and for its own benefit, in the name of the Insured to prosecute all claims and exercise all rights of action competent to the Insured against the employee in respect of any act insured against in connection with which it may have made payment under this Policy and the Insured shall give to the Company all such information and assistance as may be reasonably required for maintaining such claims or rights
- 9) The Company shall not be bound to accept any renewal premium nor to give notice that such is due. Every renewal premium which shall be paid and accepted in respect of this policy shall be so paid and accepted upon the distinct understanding that no alteration has taken place in the facts contained in the proposal or declaration herein before mentioned and that nothing is known to the Insured that may result to enhance the risk of the Company under the guarantee hereby given. No renewal receipts shall be valid unless it is on the printed form of the Company and signed by the authorized official of the Company.



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- 10) For the purpose of identifying employee in all cases of change of residence or occupation or change of name whether by marriage or otherwise, due notice thereof in writing shall be given by the Insured to the Company.
- 11) The Company shall not be bound to give notice or be affected by any notice of any trust charged lien assignment or other dealing with or relating to any contract of insurance but the receipt of the Insured or his legal personal representative shall in all cases be an effectual discharge to the Company.
- 12) Any of the circumstances in relation to these conditions coming to the knowledge of any official of the Company shall not be the notice to or be held to bind or prejudicially affect the Company notwithstanding subsequent acceptance of any premium.
- 13) The due observance and fulfillment of the terms, provisions, conditions and endorsements 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 said proposal shall be conditions precedent to any liability of the Insurer to make any payment under this guarantee.

SECTION 8: PUBLIC LIABILITY

Operative Clause:

NOW THIS POLICY WITNESSETH that subject to the terms exceptions and conditions contained herein or endorsed hereon the Company will indemnify the Insured against their legal liability (other than liability under the Public Liability Insurance Act, 1991 or any other Statute based on the doctrine of "No Fault Liability") to pay compensation including Claimant's costs, fees and expenses anywhere in India, in accordance with Indian Law.

Indemnity: The Indemnity only applies to claims arising out of accidents occurring in the Insured Premises during the period of insurance first made in writing against the Insured during the policy period and the Insured is indemnified in accordance with the Operative Clause for and/or arising out of Injury and/or Damage but only against claims arising out of or in connection with the business specified in the Schedule and not against claims arising out of or in connection with:-

- (a) Pollution howsoever caused unless specifically covered
- (b) Any product.

For the purpose of determining the indemnity granted

- a) 'Injury' means death, bodily injury, illness or disease of or to any person,
- b) 'Damage' means actual and/or physical damage to tangible property;



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- c) 'Pollution' means pollution or contamination of the atmosphere or of any water land or other tangible property;
- d) 'Product' means any tangible property after it has left the custody or control of the Insured, which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the Insured but shall not mean food and beverages supplied by or on behalf of the Insured primarily to the Insured's employees as a staff benefit.
- e) 'Policy Period' means the period commencing from effective date and hour as shown in the Policy Schedule and terminating at midnight on the expiry date as shown in the Policy Schedule.
- f) 'Period of Insurance' means the period commencing from the retroactive date and terminating on the expiry date as shown in the Policy Schedule.
- g) 'Accident' means a fortuitous event or circumstance which is sudden, unexpected and unintentional including resultant continuous, intermittent or repeated exposure arising out of the same fortuitous event or circumstance.
- h) 'Premises' shall be deemed to include pipelines running outside the premises for discharge of treated effluents at a disposal point situated within a distance one kilometer from the premises.

Limit of liability:

Limit of Liability means the amount stated in the schedule which shall be company's maximum liability under this section (inclusive of Damages and/or Defence Costs, and regardless of the number of claimants or the total number or amount of Claims made against insured) for any one Claim and in the aggregate for all Claims made during the Policy Period.

The limit of liability under this section shall not be greater than Rs. 10, 00,000/-.

Clauses:

(a) NOTIFICATION EXTENSION CLAUSE:

Should the Insured notify the Company during the Policy period in accordance with General Condition 9.1 of any specific event or circumstance which the Company accepts may give rise to a claim or claims which form the subject of indemnity by this policy, then the acceptance of such notification means that the Company will deal with such claim or claims as if they had first been made against the Insured during the Policy period. The extension under this Clause will be subject to the maximum time limit laid down under the Indian Limitation Act in force from time to time.



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(b) EXTENDED CLAIM REPORTING CLAUSE:

In the event of non-renewal or cancellation of this Policy, either by the Company or by the Insured, the Company will allow a time limit not exceeding 90 days from the date of expiry or cancellation of the policy provided no insurance is in force during this extended reporting period for the same interest, for notification of claims for accidents which had taken place during the period of insurance but could not be made during the policy period, provided, however, all claims made during the extended reporting period shall be handled as if they were made on the last day of the expiring Policy period and are subject to the limits of indemnity and the terms, conditions and exceptions of the policy.

(c) INDEMNITY TO OTHERS:

The indemnity granted extends to;

4.1 officials of the Insured in their business capacity arising out of the performance of their business or in their private capacity arising out of their temporary engagement of the Insured's employees;

4.2 The Officers, Committees and members of the Insured's canteen, social, sports, medical, firefighting and welfare organizations in their respective capacities as such;

4.3 the personal representatives of the estate of any person who would otherwise be indemnified by this Policy but only in respect of liability incurred by such person.

Provided, always that all such persons or parties shall observe, fulfil and be subject to the terms, conditions and exclusions of this Policy as though they were the Insured.

CROSS LIABILITIES:

Each person or party indemnified is separately indemnified in respect of claims made against any of them by any other person or party (other than the named Insured) subject to Company's total liability not exceeding the limits of indemnity stated in the Schedule of the Policy.

DEFENCE COSTS:

The Company will pay all costs, fees and expenses incurred with their prior consent in the investigation, defence or settlement of any claim made against the Insured and the costs of representation at any inquest, inquiry or other proceedings in respect of matters which have a direct relevance to any claim made or which might be made against the Insured, provided such claim or claims are the subject of indemnity by the Policy whether liability



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ultimately attaches to the policy or not. Such costs, fees and expenses are called 'Defence Costs'.

INDEMNITY LIMITS:

Company's total liability to pay compensation, Claimant's costs, fees and expenses and defence costs shall not exceed the Indemnity limit stated in the Schedule. Indemnity Limit applies to any one claim or series of claims arising from one originating cause. Indemnity Limit shall represent the total amount of Company's Liability during the Policy period.

CLAIMS SERIES CLAUSE

For the purpose of this policy where a series of and/or several bodily injuries and/or property damages are attributable directly or indirectly to the same cause all such bodily injuries and/or property damages shall be added together and all such bodily injuries and/or property damages shall be treated as one claim and such claim shall be deemed to have been made at the point in time when the first of the claims was made in writing. There shall, however, be no coverage for claims made arising from one specific cause which are made later than 3 years after the first claim of the series.

COMPULSORY EXCESS:

The Insured shall bear as Compulsory Excess the amount or percentage of the limit of indemnity per any one accident so stipulated in the Schedule attached to the policy. This Compulsory Excess shall be applicable to both (a) death/bodily injury and (b) property damage, inclusive of defence costs arising out of any one accident. The Company's liability shall attach for the claim in excess of such Compulsory Excess (and Voluntary Excess, if any, opted by the Insured).

VOLUNTARY EXCESS:

In the event of the Insured opting, the policy shall be subject to a voluntary excess as mentioned in the schedule. This voluntary excess shall be applicable to (a) death/bodily injury claims and (b) property damage claims inclusive of defence costs arising out of any one accident. The Company's Liability shall attach for the claims in excess of such compulsory and voluntary excess.

Exclusions:

This Policy does not cover liability

- Assumed by the Insured by agreement and which would not have attached in the absence of such agreement.



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- arising out of earthquake, earth-tremor, volcanic eruption, flood, storm, tempest, typhoon, hurricane, tornado, cyclone or other similar convulsions of nature and atmospheric disturbance
- Arising out of deliberate, willful or intentional non-compliance of any statutory provision.
- Arising out of loss of pure financial nature such as loss of goodwill, loss of market etc.
- arising out of all personal injuries such as libel, slander, false arrest, wrongful eviction, wrongful detention, defamation etc. and mental injury, anguish, or shock resulting therefrom;
- Infringement of plans, copy-right, patent, trade name, trade mark, registered design;
- Arising out of fines, penalties, punitive or exemplary damages or any other damages resulting from the multiplication of compensatory damages.
- directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- directly or indirectly caused by or contributed to by
 - (a) Ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - (b) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

This Policy does not cover liability for claims arising out of;

- the ownership possession or use by or on behalf of the Insured of any motor vehicle or trailer for which compulsory insurance is required by legislation other than the following;
 - (a) claims caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer;
 - (b) claims arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer;
 - (c) claims for damage to any bridge, weighbridge, road or anything beneath caused by the weight of any motor vehicle or trailer or of the load carried therein;
 - (d) claims arising out of any motor vehicle or trailer temporarily in the Insured's custody or control for the purpose of parking.
- Transportation of materials and/or hazardous/dangerous substances outside Insured's premises unless specifically covered.
- The ownership possession or use by or on behalf of the Insured of any aircraft, watercraft or hovercraft.
- Damage to property owned leased or hired or under hire-purchase or on loan to the Insured or otherwise in the Insured's care custody or control other than the
 - (a) premises (or the contents thereof) temporarily occupied by the Insured for work thereon or other property temporarily in the Insured's possession for



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- work thereon (but no indemnity is granted for damage to that part of the property on which the Insured is working and which arises out of such work).
- (b) Employees' and visitors' clothing and personal effects.
- (c) Premises tenanted by the Insured to the extent that the Insured would be held legally liable in the absence of any specific agreement.
- Injury and/or damage occurring prior to the Retroactive Date in the Schedule. Provided always that in the event of any injury or damage arising from continuous or continual inhalation, ingestion or application of any substance following the covered accident and where the Insured and Company cannot agree when the injury or damage occurred, then
 - (a) Injury shall be deemed to have occurred when the claimant first consulted a qualified medical practitioner in respect of such injury;
 - (b) Damage shall be deemed to have occurred when it first became evident to the claimant even if the cause was unknown.
 - The deliberate, conscious or intentional disregard of the Insured's technical or administrative management of the need to take all reasonable steps to prevent claims.
 - Injury to any person under the contract of employment or apprenticeship with the Insured their contractor(s) and/or Sub-Contractor(s) when such Injury arises out of the execution of such contract.
 - Liabilities more specifically insured elsewhere.

Conditions:

- The Insured shall give written notice to the Company as soon as reasonably practicable of any claim made against the Insured (or any specific event or circumstance that may give rise to a claim being made against the Insured) and which forms the subject of indemnity under this policy and shall give all such additional information as the Company may require. Every claim, writ, summons or process and all documents relating to the event shall be forwarded to the Company immediately they are received by the Insured.
- No admission, offer, promise or payment shall be made or given by or on behalf of the Insured without the written consent of the Company.
- The Company will have the right, but in no case the obligation, to take over and conduct in the name of the insured the defence of any claim and will have full discretion in the conduct of any proceedings and in the settlement of any claim and having taken over the defence of any claim may relinquish the same. All amounts expended by the Company in the defence settlement or payment of any claim will reduce the limits of indemnity specified in the Schedule of the Policy. In the event the Company, in its sole discretion, choose to exercise its right pursuant to this condition, no action taken by the Company in the exercise of such right will serve to modify or expand in any manner, the Company's liability or



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obligations under this policy beyond what the Company's liability or obligations would have been had it not exercised its rights under this condition.

- The Insured shall give all such information and assistance as the Company may reasonably require.
- The Insured shall give notice as soon as reasonably practicable of any fact, event or circumstance which materially changes the information supplied to the Company at the time when this policy was effective, and the Company may amend the terms of this Policy according to the materiality of such change.
- The Company may at any time pay to the Insured in connection with any claim or series of claims under this Policy to which an Indemnity Limit applies the amount of such Limit (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment being made the Company shall relinquish the conduct and control of and be under no further liability in connection with such claims.
- The Insured shall keep accurate records of annual turnover which term shall include all leviable duties and at the time of renewal of Insurances declare such details as the Company may require. The Company shall at all reasonable time have free access to inspect such records.
- If at the time of happening of any event resulting into a liability under this Policy, there be any other Public Liability Insurance or Insurances effected by the Insured or by any other person covering the same liability, then the Company shall not be liable to pay or contribute more than its rateable proportion of such liability.
- This Policy does not cover liability which at the time of happening of any event resulting into such liability, be insured by or would, but for the existence of this policy, be insured by, any other Policy (but not a Public Liability Policy) or Policies, except in respect of any excess beyond the amount which could have been payable under such Policy/Policies, had this Insurance not been effected.
- In the event of liability arising under the policy or the payment of claim under the policy, the Limit of Indemnity per any one year under the Policy shall get reduced by the extent of quantum of liability to be paid or actual payment of such claim. Under no circumstances, it shall be permissible to reinstate the limit of indemnity to the original level, even on payment of extra premiums.
- It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within 12 calendar months from the date of such disclaimer have been made the subject matter of a suit in a court of law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

SECTION 9: WORKMEN COMPENSATION

NOW THIS POLICY WITNESSETH that if any time during the period of insurance any employee in the insured's immediate service shall sustain personal injury by accident or disease arising out of and in the course of his employment by the insured in the Business and



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if the Insured shall be liable to pay compensation for such injury either under the Laws (s) set out in the Schedule or at Common Law then subject to the terms exception and conditions contained herein or endorsed hereon the Company will indemnify the Insured against all sums for which the insured shall be so liable and will in addition be responsible for all costs and expenses incurred with its consent in defending any claim for such compensation.

PROVIDED ALWAYS that in the event of any changes in the law(s) or the substitution of other legislation thereof this policy shall remain in force but the liability of the Company shall be limited to such sum as the Company would have been liable to pay if the Law (s) had remained unaltered.

Law(s)

1. The Workmen's Compensation Act, 1923 and subsequent amendments of the said Act, prior to the date of the issue of Policy.
2. The Fatal Accidents Act, 1855.

It is hereby understood and agreed that the Workmen's Compensation (Amendment) Acts, of 1959 (8 of 1959, and 1962 (64 of 1962) and 1976 (65 of 1976) and 1984 (22 of 1984) and 1995 (30 of 1995) and 2000 (46 of 2000) and deemed to be added to the Laws set out in the Schedule to the Policy.

Provided that the Insurance granted hereunder is not extended to include:

- (i) any interest and/or penalty imposed on the Insured on account of his/her failure to comply with the requirements laid down under the W. C. Act. 1923 and
- (ii) any compensation payable on account of occupational diseases listed in part 'C' of schedule III of the W. C. Act. 1923

Exclusions

1. The Company shall not be liable under this Policy in respect of
 - a. Any injury by accident or disease, directly attributable to war, invasion, act of foreign enemy, hostilities (Whether war be declared or not) civil war, mutiny, insurrection, rebellion, revolution or military or usurped power.
 - b. The insured's liability to employees of contractors to the insured.
 - c. Any employee who is not a "workman within meaning of the Law(s)"
 - d. Any liability of the insured which is attached by virtue of an agreement but which would not have attached in the absence of such an agreement.
 - e. Any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party.



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2. This Policy does not cover:

- a) Any accident or any loss or destruction of or damage to any property whatsoever or any loss of expenses whatsoever resulting or arising therefrom or any consequential loss.
- b) Any legal liability of whatsoever nature.
- c) Payment of compensation in respect of death, injury, disablement, of the insured person, directly or indirectly caused by or contributed to by or arising from ionizing radiation or contamination by radioactivity from any source whatsoever.

3. The indemnity or compensation provided by this Policy shall not apply to nor include any accident, loss destruction damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

Condition

In the event of any occurrence which may give rise to a claim under this Policy the Insured shall as soon as possible give notice thereof to the Company with full particulars. Every letter claim writ summons and process shall be notified or forwarded to the Company immediately on receipt. Notice shall also be given to the Company immediately the insured shall have knowledge of any impending prosecution inquest or fatal enquiry in connection with any such occurrence as aforesaid.

The first premium and all renewal premiums that may be accepted are to be regulated by the amount of wages and salaries and other earnings paid by the Insured to employees during each period of Insurance. The name of every employee together with the amount of wages and other earnings shall be properly recorded and the insured shall at all times allow the Company to inspect such records and shall supply the Company with a correct account of all such wages salaries and other earnings paid during any period of Insurance within one month from the expiry date of such Period of Insurance. If the amount so paid shall differ from the amount on which premium has been paid the difference in premium shall be met by a further proportionate payment to the Company or by a refund by the Company as the case may be.

It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not, within twelve calendar months from the date of such disclaimer have been made the subject matter of a suit in a Court of Law, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

The due observance and fulfilment of terms, conditions and endorsements of this policy so far as they relate to anything to be done or not to be done by the Insured and the truth of the statements and answer in the proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

ENDORSEMENTS ATTACHED TO THE W.C. POLICY UPON PAYMENT OF ADDITIONAL PREMIUM AND SPECIFIC COVERAGE FOR THE SAME BEING SPECIFIED IN THE POLICY SCHEDULE.



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1. Coverage for contract workmen:

It is hereby understood and agreed that the indemnity herein granted is extended to cover the legal liability of the Insured to workmen in the employment of Contractors performing work for the Insured while engaged in the business and occupations in respect of which the within Policy is granted, but only so far as regard claims under the Workmen's Compensation Act, 1923, and subsequent amendments of said Act prior to the date of the issue of this Policy, the premium in respect of such extended insurance to be calculated.

In consideration of the above additional premium is hereby charged to the insured. Subject otherwise terms, provisions and conditions of the policy.

2. FOR COVERAGE FOR MEDICAL EXPENSE:

In consideration of the payment of an additional premium it is hereby understood and agreed that this Policy subject to its terms provisions and conditions is extended to indemnify the Insured in respect of the reasonable medical surgical and hospital expenses (including cost of conveyance to hospital) incurred by the Insured in connection with any case of injury to which the indemnity granted under this policy applies or would have applied had disablement exceeded three days.

Provided, always that the liability of the Company under this endorsement shall be limited to Rs 50,000/- per person in respect of any one case of injury.

SECTION 10: ELECTRONIC EQUIPMENT

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.

Exclusions applicable to all subsections:

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) 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.



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- b) Derangement of the Insured property not accompanied by damage otherwise covered by this policy.
- c) Loss of or damage to the property covered under this policy falling under the terms of the Maintenance Agreement.
- d) 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.

Conditions:

- 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.
- The schedule and the sub 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.
- 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.
- 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.

Duties Following 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 minimize 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;



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- 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.

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.

Sub Section I (EQUIPMENTS):

All Electronic equipment like Computers, Medical, Biomedical, Micro- processors; Audio/Visual equipment 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, and System Software etc.

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

EXCLUSION TO SUB 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;



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- 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, cavitation's, 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.

k) Application Software being external cannot be included under Section-I of Schedule of EEI policy.

PROVISIONS APPLYING TO SUB 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



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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) i.e. 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'.



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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.

Sub 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 Sub Section II only to be granted if backup system is available.

Exclusions (Sub 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 SUB 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.

Sub Section III (Increased cost of working)

Notwithstanding Special Exclusion (i) under Sub 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.

Exclusions to Sub 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 equipment,
 - d) Lack of funds causing delay in repairs or replacement of damaged equipment, iv) Any other consequential loss such as loss of market or interest.



PROVISIONS APPLYING TO SUB 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” as stated in the schedule must 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 equipment,’ 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.



General Conditions applicable to Motor Dealers Package Policy (All Sections):

(Note: The conditions governing the insurance afforded by a specific Coverage Section shall in respect of that Coverage Section include the conditions stated as being applicable to All Coverage Sections)

- 1) **NOTICE:** Every notice and communication to the Company required by this Policy shall be immediate and in writing to the office of the Company through which this insurance is affected. All information required by the insurer should be provided without delay.
- 2) **DUTY OF DISCLOSURE:** This Policy should be void and all premiums paid hereon shall be forfeited to the Company in the event of misrepresentation, misdescription or non-disclosure of any material fact.
- 3) **REASONABLE CARE AND RIGHTS OF INSURER:** The Insured shall take all reasonable steps to safeguard the property mentioned in the schedule from loss or damage and to maintain them in efficient condition and the Company shall have at all times free and full rights to access to examine the said property or any part thereof. In the event of any accident proper precautions should be taken to prevent further damage or loss.
- 4) **CLAIMS PROCEDURE:** Upon the happening of any event giving rise or likely to give rise to a claim under this Policy:
 - (a) The insured shall give immediate notice thereof in writing to the nearest office with a copy to the Policy issuing office of the Company as well as lodge forth with a complaint with the Police.
 - (b) The insured shall deliver to the Company, within 14 days of the date on which the event shall have come to his knowledge, a detailed statement in writing, of the loss or damage, with an estimate of the intrinsic value of the property lost and the amount of damage sustained.

The Insured shall tender to the Company all reasonable information, assistance and proofs in connection with any claim hereunder.
- 5) **INDEMNITY:** The Company may at its option reinstate, replace or repair the property or premises lost or damaged or any part thereof instead of paying the amount of loss or damage or may join with any other insurer 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



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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 thereon.

- 6) **AVERAGE:** If the property hereby insured shall at the time of any loss or damage is 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 ratable proportion of the loss or damage accordingly. Every item, if more than one, in the Policy, shall be separately subject to this condition.
- 7) **CONTRIBUTION:** If at the time of the happening of any loss or damage covered by this Policy there shall be existing any other insurance of any nature whatsoever covering the same property, whether effected by the Insured or not, then the Company shall not be liable to pay or contribute more than its ratable proportion of any loss or damage.
- 8) **SUBROGATION:** The Insured and any claimant under this Policy shall at the expense of the Company do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon the Company 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.
- 9) **FRAUD:** If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or device are used by the Insured or any one acting on the insured's behalf to obtain any benefit under this Policy, all benefits and rights under the Policy shall be forfeited.
- 10) **CANCELLATION:** The Company may at any time, cancel this Policy, by giving 15 days' notice in writing to the Insured at his last known address in which case, the Company shall return to the Insured a proportion of the last premium corresponding to the unexpired period of insurance.

The Insured may also give 15 days' notice in writing, to the Company, for the cancellation of this policy, in which case the Company shall retain the premium for the period this Policy has been in force at the Company's short period scales.

Expired Period	Premium Retained
Upto 1 month	25% of annual premium
Above 1 month and upto 3 months	50% of annual premium
Above 3 months and upto 6 months	75% of annual premium
Above 6 months	100% of annual premium

Note: In case of any claim under the Policy no refund of premium shall be allowed.



- 11) **ARBITRATION AND DISCLAIMER:** 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 & understood that no difference or dispute shall be referable to arbitration as hereinbefore 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 arbitrators or umpire of the amount of the loss or damage shall be first obtained."

It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not, within twelve calendar months from the date of such disclaimer have been made the subject matter of a suit in a Court of Law, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

- 12) **OBSERVANCE OF TERMS AND CONDITIONS:** The due observance and fulfillment of the terms, conditions and endorsement of this Policy in so far as they relate to anything to be done or complied with by the Insured, shall be a condition precedent to any liability of the Company to make any payment under this Policy. In the event of dishonor of premium cheques the policy stands cancelled as from inception.

- 13) **RENEWAL NOTICE:** The Company shall not be bound to accept any renewal premium nor give notice that such is due.

- 14) **SUM INSURED ENHANCEMENT:** The Sum Insured under the Policy cannot be enhanced during its term. If insured wish to enhance Insured's Sum Insured, Insured may cancel the current Policy held by insured and purchases a new Policy with higher Sum insured from the company.

- 15) **POLICY DISPUTES CLAUSE:** Any dispute concerning the interpretation of the terms, conditions limitations and/or exclusions contained herein is understood and agreed to by both the Insured and the Company to be subject to Indian Law. Each party agrees to submit to the jurisdiction of any Court of competent jurisdiction within India and to comply with all requirements necessary to give such Court of Jurisdiction. All



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matters arising hereunder shall be determined in accordance with the law and practice of such Court.

- 16) In any action suit or other proceeding where the Company alleges that by reason of the provisions of this Exclusion any loss, damage, cost or expense is not covered by this insurance, the burden of proving that such loss, damage, cost or expense is covered shall be upon the Insured.
- 17) No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company who shall be entitled if they so desire to take over and conduct in the name of the Insured the defence or settlements of any claim for indemnity or damage or otherwise and shall have full discretion in the conduct of any proceeding or in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.
- 18) The Company shall in no case be bound to accept notice of any transfer of interest arising hereunder and nothing herein contained shall give any right against the Company to any person other than the Insured except to a transferee approved by the Company.
- 19) Only Authorized Dealer of Motor will avail the benefits under said policy.
- 20) Dealer has an option to choose minimum 3 cover for the entire dealership. Dealer can buy the policy through Motor Insurance Portal.

General Exclusions (Applicable to all sections of this policy):

The exclusions to the insurance afforded by a specific Coverage Section shall in respect of that Coverage Section include the exclusions stated as being applicable to All Coverage Sections.

This Policy does not cover:

- Loss, destruction or damage or cost or expense of whatsoever nature occasioned by or through or in consequence of or directly or indirectly caused by:
- war, invasion, act of foreign enemy hostilities or war like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
- Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- The radioactive toxic, explosives or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.



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- Loss, destruction, or damage caused to the insured property or interest by pollution or contamination.
- Loss or damage by spoilage resulting from the retardation or interruption or cessation of any process or operation caused by operation of any of the perils covered.

Claim Settlement Procedure:

1. Claim Intimation

- Claim Intimation will be done directly by Dealer or through Motor Insurance in a specified Claim Form.
- Claim upto Rs 50,000 will be self –surveyed by the Dealers.
- Claim Intimation shall be sent by dealers within 60 days of the loss occur.

Documents to be submitted along with Claim Intimation:

- Claim Form duly filled up & signed by authorized signatory
- Photographs of the damage property / articles
- Estimate of loss in a specified format
- Newspaper cutting if any for the event occurrence
- FIR copy, if any
- Policy Copy
- In case of Damage in vehicles under Fire policy, the dealer will do the categorization according to Motor Standard practices. The vehicle to be categorized as A, B & C category.

“A” Category – The vehicle which is upto 20% damage, the dealer can claim only repairable cost.

“B” Category - The vehicle which is from 20% to 40% damage, the insurance company will pay the difference amount as the vehicle can be sold as “Second Hand Vehicle” plus the repairable amount.

The disposition of the vehicle can be decided by the insurance cos. It is optional for dealer to retain the vehicle & sold in True Value & can recover the difference amount & repair cost from the insurance co.

“C” Category – The vehicle above 40% damage shall be treated as “Total Loss Vehicle” & claim amount to be paid to dealer accordingly.

- Once the dealer intimate the claim / willing to take claim, the insurance co shall have the right on damage vehicle & can disposed the vehicle & recover the salvage.



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2. Interim Payment

- On receiving the claim intimation & claim estimate, an interim payment to be paid to dealer by the insurance co. within 7 days of Claim intimation on basis of below mentioned table

• Claim Amount	• Interim Payment
• Claim is above Rs 25 lacs but less than Rs 50 lacs	• 10% of the claim amount
• Claim is above Rs 50 lacs but less than Rs 1 crore	• 20% of the claim amount
• Claim is above Rs 1 crore but less than Rs 3 crore	• 30% of the claim amount
• Claim is above Rs 3 crore but less than Rs 5 crore	• 40% of the claim amount
• Claim is above Rs 5 crore	• 50% of the claim amount

3. Appointment of Surveyor

- Surveyor to be appointed by insurance co. within 48 hours of claim intimation.
- In self-survey cases, dealer to submit the inspection report along with relevant documents within 48 hours of claim intimation.

4. Assessment of Loss

- The appointed surveyor will assess the loss & take relevant documents from dealer.

5. Submission of Claim report

- The surveyor will submit the survey report within 30 days of assessment of loss.
- In case of Total Loss, surveyor will submit the report within 15 days of assessment of loss.

6. Claim Settlement

- There should be a dedicated Claim team who take care of the claim settlement.
- After receiving the survey report, in case any clarification is required, then 15 days of receiving survey report can sought from the dealer.
- In case complete documents are received along with the survey report, insurance company will settle the claim within 7 days of receiving the report.

Customer Service

If at any time the Insured requires any clarification or assistance, the Insured may contact the offices of the Company at the address specified, during normal business hours.

Address:

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	Express IT Park, Plot No. EL - 94, T.T.C. Industrial Area, M.I.D.C., Mahape, Navi Mumbai-400710
Toll Free Number:	1800-22-4030 (For MTNL/BSNL Users) or 1800-200-4030
Fax Number:	022-39171419
Helpline Number:	022-27639800 or 022-39133700 (Local Charges Apply)
Email:	contactus@universalsompo.com

Grievances

The insured may register a grievance or Complaint by visiting company's website or write to company on contactus@universalsompo.com.

If the insured is still not satisfied with the resolution to the complaint as provided by company, insured may approach the Insurance Ombudsman for a review. The Insurance Ombudsman is an organization that addresses grievances that are not settled to insured's satisfaction. Insured may reach the nearest insurance ombudsman office. The list of Insurance Ombudsmen offices is as mentioned below.

<p>AHMEDABAD</p> <p>Office of the Insurance Ombudsman,6th Floor, Jeevan Prakash Bldg, Tilak Marg, Relief Road,Ahmedabad - 380001.Tel nos: 079-25501201/02/05/06</p> <p>Email: bimalokpal.ahmedabad@gbic.co.in</p>	<p>BENGALURU</p> <p>Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19</p> <p>Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078.</p> <p>Tel.: 080 - 26652048 / 26652049</p> <p>Email: bimalokpal.bengaluru@gbic.co.in</p>
<p>BHOPAL</p> <p>Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003.</p> <p>Tel.: 0755 - 2769201 / 2769202</p> <p>Fax: 0755 - 2769203</p> <p>Email: bimalokpal.bhopal@gbic.co.in</p>	<p>BHUBANESHWAR</p> <p>Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009.</p> <p>Tel.: 0674 - 2596461 /2596455</p> <p>Fax: 0674 - 2596429</p> <p>Email: bimalokpal.bhubaneswar@gbic.co.in</p>



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CHANDIGARH Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@gbic.co.in	CHENNAI Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@gbic.co.in
DELHI Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23239633 / 23237532 Fax: 011 - 23230858 Email: bimalokpal.delhi@gbic.co.in	GUWAHATI Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2132204 / 2132205 Fax: 0361 - 2732937 Email: bimalokpal.guwahati@gbic.co.in
HYDERABAD Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 65504123 / 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@gbic.co.in	JAIPUR Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: Bimalokpal.jaipur@gbic.co.in
ERNAKULAM Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336	KOLKATA Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341



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Email: bimalokpal.ernakulam@gbic.co.in	Email: bimalokpal.kolkata@gbic.co.in
LUCKNOW Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@gbic.co.in	MUMBAI Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@gbic.co.in
NOIDA Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253 Email: bimalokpal.noida@gbic.co.in	PATNA Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@gbic.co.in
PUNE Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@gbic.co.in	

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