

CHOLAMANDALAM MS GENERAL INSURANCE COMPANY LIMITED
(Regd. & Head Office: DARE HOUSE 2ND FLOOR NSC BOSE ROAD , Chennai – 600 001)

Issuing Office:

Policy No:

CHOLA POWER CARE – SHOP TOTAL POLICY

INDEX

SL NO.	Description	Page No.
1	Preamble	
2	Operative Clause	
3	Definitions	
4	General Conditions	
5	General exclusions	
6	Clauses and Warranties	
7	Core Cover- property related covers	
1A & B	Fire and Allied Perils - Building and contents	
1C	Housebreaking and Burglary	
2	Accident related cover - Personal Accident	
3	Money Insurance related covers	
4	Appliances related covers	
A	Breakdown of electrical appliances-	
B	Electronic equipment	
C	Neon Sign /Glow Sign Board	
5	Travel related covers	
A	Accompanied Personal Baggage	
6	Legal liability related covers	
A	Towards workmen	
B	Towards third parties	
C	Tenant's legal liability	
7	Goods in transit	
8.	Terrorism	

CHOLAMANDALAM MS GENERAL INSURANCE COMPANY LIMITED
(Regd. & Head Office: DARE HOUSE 2ND FLOOR NSC BOSE ROAD , Chennai – 600 001)

Issuing Office:	Policy No:
-----------------	------------

CHOLA POWER CARE – SHOP TOTAL POLICY

Preamble:

WHEREAS the Insured described in the Schedule hereto (hereinafter called the “Insured”) by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to CHOLAMANDALAM MS General Insurance Company Limited (hereinafter called the “Company”) for the insurance hereinafter contained and has paid or agreed to pay, in such manner and within such time, as may be prescribed under the provisions of the Insurance Act, 1938 and the rules made there under, the premium stated in the Schedule as consideration for such insurance during the period stated in the Schedule or during any further period for which the Company may accept payment for the renewal or extension of this policy:

Operative Clause:

The Company hereby agrees, subject to the terms, conditions and exclusions herein contained or endorsed or otherwise expressed hereon, to indemnify the Insured to the extent and in the manner specified herein, against

- (i) Any loss/damage to the property insured;
- (ii) injury sustained by any Insured Person;
- (iii) Liability incurred by the Insured due to operation of an insured peril

during the policy period.

Definitions

The terms defined herein under shall for the purpose of this Insurance and liability of the Company hereunder shall carry the meaning specified there under.

1. **Insured** means the person specified in the proposal.
2. **Sum Insured** means the monetary amounts shown against any item or section of the policy in the policy schedule.
3. **Contents** mean business assets, stock-in-trade and equipment in the insured premises including items of property contained therein for which the insured is accountable excluding money and electronic equipment.
4. **Excess** means the first part of any admissible loss, which shall be borne by the insured.
5. **Building** means structure (above plinth and foundation excluding land unless otherwise specifically mentioned in the schedule) of standard construction unless specifically mentioned. It shall also include connected utilities, sanitary fittings, fixtures and fittings therein belonging to the Insured and for which he is accountable.
6. **Shop** means the premises named in the schedule used for Insured's business purposes within the boundaries of the land belonging to it where no manufacturing/processing activity is undertaken or performed.
7. **Kutch construction** shall mean and include any building having walls and/or roofs of wooden planks/ thatched leaves and/or grass/hay of any kind / bamboo/plastic cloth/ asphalt cloth/ canvas/tarpaulin and the like.
8. **Market Value** means Replacement Value less technical depreciation. Technical depreciation means depreciation as assessed by a surveyor appointed by the company for assessment of a claim amount, based on usage and expected life of the subject matter of the claim.
9. **Reinstatement Value** means the cost of replacing or reinstating on the same site, property of the same kind or type but not superior to or more extensive than the insured property when new.
10. **Standard construction** means any construction other than ‘Kutch’ construction.
11. **Fixed Plate Glass** means fixed plain glass and mirrors in or on the **Insured premises** excluding painting, tinting, embossing or ornamental works on the glass.

12. **Injury** means bodily injury caused solely and directly by violent, accidental, external and visible means and occurring during the Insured Period. For the avoidance of doubt, the definition of Injury does not extend to the non-physical consequences (such as mental, nervous or emotional disorders, depression or anxiety) of any Accident and these are specifically agreed to be excluded for the purposes of this Policy.
18. **Accident** means a sudden, unforeseen and unexpected physical event caused by external, violent and visible means.
13. **Damage** means actual and/or physical **damage** to tangible property.
14. **Period of Insurance** means the period commencing from the **retroactive date** and terminating on the expiry date as mentioned in the Schedule.
15. **Policy period** means the period commencing from effective date and hour and terminating at midnight on the expiry date as mentioned in the Schedule.
16. **Pollution** means **pollution** or contamination of the atmosphere or of any water, land or other tangible property.
17. **Insured Premises** shall mean the shop of the insured which is mentioned in the policy and is the subject matter of this insurance.
18. **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 staff benefit.
19. **Retroactive Date** means the date that will coincide with the date of commencement of the first policy as long as the policy has been renewed without any break. When there is a break, the **retroactive date** shall commence from the date of renewal of the policy.
20. **Defence Costs** means 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.
21. **Permanent Disability** shall mean the permanent total loss of one or more limbs or part thereof and / or eyesight and / or hearing and / or speech.
22. **Principal Sum** means the amount stated in the Schedule with respect to and Insured Person named in the Schedule.
23. **Temporary Premises** means a premise being occupied by the insured until the insured premises becomes tenantable.
24. **Cluster** means a part of a group. If the insured premise is situated in a commercial complex, then it is in a **cluster**.
25. **Burglary & Housebreaking** means loss or damage to the property insured involving entry into or exit from the Insured premises by forcible and violent means or following assault or violence or threat thereof to the Insured or any member of the Insured or any person residing lawfully in the Insured premises.
26. **Medical practioner means** means a person who holds a degree/diploma of a recognized institution and is registered by Medical Council of respective State of India other than **the Insured** or a member of **the Insured's** immediate family. The term Medical Practitioner would include physician, specialist and surgeon.
27. **Immediate Family** means the spouse, dependent children or the dependent parents of the Insured.
28. **Insured Person** means any employee of the **Insured** named in the policy schedule between the age of 18 years and 65 years of age.
29. **Cash** means currency that is legal tender in India.
30. **Money** means and includes cash, coins, currency notes, cheque, postal orders, bank drafts, pay orders postage stamps, food coupons and vouchers which the insured shall accept from his clients and is specifically mentioned in the proposal form.
31. **Breakdown** mean the actual burning out of or the failure of any part of the appliance or installation specified in the schedule due to any cause which is sudden, unforeseen and not excluded under this section of the policy resulting in stoppage of functions and necessitating repair or replacement of such parts before normal working can commence.

32. **Electrical appliance** means deep freezer, Refrigerator, Air conditioner and DG set .
33. **Temporary Premises** means a premise being occupied by the insured until the insured premises becomes tenable.
34. **Electronic equipment** means apparatus, gadgets, electronic equipment and/or any electronic installation including desktop computers, fax machine, television sets and accessories, cable, CCTV, scanner, Bar coder, billing machine, printer and cash counter and UPS of the above equipments belonging to the Insured while contained or fixed in the Insured premises. It shall not include portable electronic equipment like laptops, mobile phones, ipods, projector and digital cameras.
35. **Workmen** means employees like sweepers, maids, watchman, attendants and delivery boys.
36. **Baggage** means and includes
- a. The Insured Person's personal articles and belongings necessary for undertaking the journey and articles or things acquired during the official journey excluding money, securities, manuscripts, deeds, bonds, bills of exchange, promissory notes, books or documents, jewellery, valuables including mobile phones, portable computers, watches, furs, precious metals, travel tickets, cheques, bank drafts, articles of consumable nature, loose articles such as strips, umbrellas, sunshades, fans, deck chairs, articles or clothes whilst being worn on the person or carried about at the time of damage.
 - b. Travelling Advance not exceeding Rs 10,000/-
 - c. Samples of stock not exceeding Rs 10,000/-
37. **Tour** means any trip undertaken in connection with the Insured's business outside the city, town or municipal limits of the place but within India where the insured premises is located.
38. **Hospital** – means a medically recognized establishment:
- i. That holds a valid license (if required by law) to practice medicine, and
 - ii. The primary function of which is to provide for the care and treatment of sick or injured persons, and
 - iii. That has a staff of one or more Physicians actually available on the premises at all times, and
 - iv. That provides a 24-hour nursing service and has at least one qualified and registered professional nurse present and on duty at all times, and
 - v. That has organized diagnostic and surgical facilities, either on its own premises or in facilities available to the Hospital on a pre-arranged basis, and is not, except incidentally to its primary function, a clinic, nursing home, rest home, or convalescent home for the aged, or any similar institution.
39. **Special conditions** means conditions applicable to selected sections in addition to the general conditions mentioned below.
40. **Special exclusions** means exclusion under a section whereby a claim arising out of such cause is not payable in addition to any exclusion mentioned in the general exclusions .
41. **General conditions** means conditions applicable to all sections and add on covers of the policy and shall apply to the policy as a whole.
42. **General exclusions** means exclusions that apply to all claims arising out of any of the sections and/or additional covers / sections opted and apply to the policy on the whole.

GENERAL CONDITIONS:

1. **NOTICE:** Every notice and communication to the Company required by this policy shall be in writing and be addressed to the office of the Company through which this insurance is effected.
2. **DUTY OF DISCLOSURE:** This policy shall be void and all premium paid hereon shall be forfeited to the Company in the event of misrepresentation, misdescription or nondisclosure of any material fact.
3. **REASONABLE CARE:** The Insured shall take all reasonable steps to safeguard the property insured against accident, loss or damage.
4. **MAINTENANCE OF RECORDS:** The Insured shall maintain all records and books of accounts reasonably required in an accurate manner on a daily basis in the course of business that shall be open for scrutiny or verification by the Company as and when they deem necessary.
5. **ALTERATION OF RISK:** 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: -
 - Ø If the trade carried on in the **insured premises** be altered, or if the nature of the occupation of or other circumstances affecting the **building** insured be changed in such a way as the increase the risk of loss or **damage** by insured perils.
 - Ø If the **building** insured or containing the insured property becomes unoccupied and so remains for a period of more than 30 days.
 - Ø If the interest in the property passes from the insured otherwise than by will or operation of law.
6. **STATUTORY COMPLIANCE:** The Insured shall comply with all statutory and other regulations. The Insured shall observe all manufacturers' instructions concerning:
 - the inspection of machinery, plant, equipment and apparatus,
 - the safety of persons or property.
7. **CLAIMS PROCEDURE :** Upon the happening of any event giving rise or likely to give rise to a claim under this policy the Insured shall -
 - Give immediate notice not exceeding a period of 24 hours from the time of knowledge of the event thereof in writing to the nearest office with a copy of the policy to the policy issuing office of the Company as well as lodge forthwith a complaint with the Police wherever required;
 - 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** or attachment of liability, with an estimate of the claim bill of the property lost and the amount of **damage** sustained, likely estimate of liability incurred; and
 - Tender to the Company all reasonable information, assistance and proof in connection with any claim.
 - Allow the Company to make all enquiries, verification, survey, and assessment by itself or through any person or persons as may be appointed by it. The insured shall render all assistance and co-operation in such process and shall furnish all particulars, documents, materials, evidence, proof as may be required by the Company or anyone authorized by it in that behalf for the purpose of considering the claim so made. If such particulars, documents, materials, evidence or proof is available with any third party, the insured shall obtain or give consent for obtaining the same from such third party, as may be required by the Company.
 - Allow the Company or any representative thereof to examine, at all reasonable times, into the circumstances of such loss and Insured shall on being required so to do by the Company produce 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 expect the Company to ascertain the correctness thereof or the liability of the Company under the Policy.

8. **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 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.
9. **REINSTATEMENT OF SUM INSURED:** Immediately upon the happening of any loss or damage as described in the Policy, total **sum insured** upon 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 Company's liability in respect of any further loss or damage occurring during the current period of insurance unless the Company consents, upon receipt of additional premium to reinstate the full **sum insured**. This condition shall be applicable to the following
- Section 1 – Fire and allied perils, Burglary and Housebreaking**
Section 3 – money related covers
Section 4 - Appliances related cover
Section 8 – Terrorism
10. **AVERAGE:** If the **insured premises or Property** shall at the time of any loss or damage be collectively of greater value than the **sum insured** thereon, then the Insured shall be considered as being his own insurer for the difference, and shall bear a rateable proportion of the loss or damage accordingly. Every item, if more than one, in the policy, shall be separately subject to this condition.
11. **CONTRIBUTION:** If at the time of happening of any loss or damage covered by this policy there shall be existing any other insurance of any nature whatsoever covering the same, whether effected by the Insured or not, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage. This condition shall not have any effect on the section 2 – Personal accident.
12. **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 indemnification by the Company.
13. **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.
14. **CANCELLATION:** The Company may at any time, cancel this policy, by giving 15 days notice in writing by Regd. A/D. 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 from the date of cancellation in the event of non compliance of any general condition mentioned herein, breach of warranty or on grounds of misrepresentation, fraud, non-disclosure of material facts or non co-operation of the insured.
 The Insured may also give 15 days notice in writing, to the Company, for the cancellation of this policy, in which case Company shall retain premium for the period this policy has been in force at the Company's short period scales (Table given here below), provided no claim has occurred up to the date of cancellation of this policy.

Table of Short Period Scales	
Period of Risk(Not exceeding)	Premium to be retained (%of the Annual Rate).
15 days	10%
1 Month	15%
2 Months	30%
3 Months	40%
4 Months	50%
5 Months	60%
6 Months	70%
7 Months	75%
8 Months	80%
9 Months	85%
Exceeding 9 Months	Full Annual Premium

The insured is not entitled to any refund of premium if a valid claim has been lodged under the policy.

- 15. ARBITRATION:** If any dispute or difference shall arise as to the quantum to be paid under this policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator whom the company shall appoint in writing 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 and understood that no difference or dispute shall be referable to arbitration as herein before 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 the award by such arbitrator / arbitrators of the amount of the loss or **damage** shall be first obtained.

The venue of the arbitration proceedings shall be at the Registered Office of the Company, Dare House 2nd floor 2 NSC Bose Road, Chennai 600001. It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator shall be first obtained.

In the event of the insured being aggrieved by

- (a) Any partial or total repudiation of claims by an insurer
- (b) Any dispute in regard to premium paid or payable in terms of the policy
- (c) Any dispute on the legal construction of policies in so far as such disputes relate to claims
- (d) Delay in settlement of claims
- (e) Non-issue of any insurance document to customers after receipt of premium

He /She may, wherever permissible subject to provisions of Redressal of Public Grievances Rules, 1998 approach the Insurance Ombudsman having jurisdiction for appropriate relief.

- 15. DISCLAIMER CLAUSE:** 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 shall disclaim liability for any claim hereunder and such claim shall not with 12 calendar months from the date of the 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.
- 16. 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 and the truth of the statements and answers in the proposal shall be a condition precedent to any liability of the Company to make any payment under this policy.
- 17.** It is expressly agreed between the parties that no interest shall be payable by the Company on any account whatsoever.
- 18.** This Policy may be renewed by mutual consent. The Company shall however not be bound to accept any renewal premium or give notice that such renewal is due.
- 19. CO-EXISTING MARINE POLICY :** 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.

General Exclusions.

This policy does not cover

1. Loss, destruction or damage 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 or civil commotion or loot or pillage in connection therewith.
2. Loss, destruction or damage, directly or indirectly, caused to the property insured by
 - a) ionising, radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - b) radio active toxic, explosives or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
 - c) and similar other weapons of mass destruction
3. Loss, destruction or damage caused to the insured property by pollution or contamination excluding pollution or contamination which itself results from a peril hereby insured against any peril hereby insured against which itself results from pollution or contamination.
4. Loss, destruction or damage to bullion or unset precious stones, any curios or works of art, manuscripts, plans, drawings, securities, obligations or documents of any kind, stamps, coins or paper money, cheque, books of accounts or other business books, computer systems records, explosives unless otherwise expressly stated in the policy.
5. Loss, destruction or damage to any electrical machines, apparatus, fixtures, or fittings 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 and Consulting Engineer's Fees and (ii) debris removal by the Insured following a loss, destruction or damage to the property insured by an insured peril in excess of 3% and 1% of the claim amount respectively.
 - a) The cost of Architects, Surveyors and Consulting Engineers, fees for Plans, Specifications, Tenders, Quantities and Service in connection with the Superintendence of the reinstatement of damage to the building insured under this policy. However this will not include any costs in connection with Insured's claim or estimate of loss in the event of damage by insured perils.
 - b) The cost of removal of debris form the premises of Insured, dismantling or demolishing, shoring or propping up of the portion or portions of the insured property damaged or destroyed by specified perils.
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.
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 volcanic eruption or other convulsions of nature.
11. Loss or damage to permanent fixtures insured if removed to any building or place other than in which it is herein stated to be insured,
12. Any claim, whether direct or indirect, occasioned by, happening through or arising from terrorism.

13. Loss or damage due to wear and tear, gradual deterioration or slowly developing flaws.
14. Loss or damage for which the manufacturer or supplier or repairer or transporter or any other third party is responsible either in law or under a contract.
15. Loss or damage to property not belonging to the insured whether held in trust, commission or otherwise.
16. Loss or damage caused by depreciation or wear and tear.

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.

CLAUSES AND WARRANTIES

Clauses

A . DESIGNATION OF PROPERTY CLAUSE

It is hereby agreed and declared that for the purpose of determining, where necessary, the item under which any property is insured, the Company agrees to accept the designation under which the property has been entered in the Insured's books.

B. AGREED BANK CLAUSE

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 authorised 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 alternations 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
 - 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 one such Mortgagor or Owner or any other party or parties insured hereunder or from any securities or funds available.
- vii.

C. REINSTATEMENT VALUE CLAUSE

It is hereby declared and agreed that in the event of the property insured under items mentioned in the schedule of the policy being destroyed or damaged, the basis upon which the amount payable under (each of the said items of) the policy is to be calculated shall be cost of replacing or reinstating on the same site or any other site with property of the same kind or type but not superior to or more extensive than the insured property when new as on date of the loss, subject to the following Special Provisions and subject also to the terms and conditions of the policy except insofar as the same may be varied hereby.

Special Provisions:

1	The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable dispatch and in any case must be completed within 12 months after the destruction or damage or within such further time as the Company may in writing allow, otherwise no payment beyond the amount which would have been payable under the policy if this memorandum had not been incorporated therein shall be made.
2	Until expenditure has been incurred by the Insured in replacing or reinstating the property destroyed or damaged, the Company shall not be liable for any payment in excess of the amount which would have been payable under the policy if this memorandum had not been incorporated therein.
3	If at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the property covered had been destroyed, exceeds the Sum Insured thereon or at the commencement of any destruction or damage to such property by any of the perils insured against by the policy, then the insured shall be considered as being his own insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item of the policy (if more than one) to which this memorandum applies shall be separately subject to the foregoing provision.
4	This Memorandum shall be without force or effect if (a) the insured fails to intimate to the Company within 6 months from the date of destruction or damage or such further time as the Company may in writing allow his intention to replace or reinstate the property destroyed or damaged. (b) the Insured is unable or unwilling to replace or reinstate the property destroyed or damaged on the same or another site.

D. LOCAL AUTHORITIES CLAUSE

The insurance by this policy extends to include such additional cost of reinstatement of the destroyed or damaged property hereby insured as may be incurred solely by reason of the necessity to comply with the Building or other Regulations under or framed in pursuance of any act of Parliament or with Bye-laws of any Municipal or Local authority provide that

1. The amount recoverable under this extension shall not include:
 - a. the cost incurred in complying with any of the aforesaid Regulations or Bye-laws,
 - i) in respect of destruction or damage occurring prior to the granting of this extension,
 - ii) in respect of destruction or damage not insured by the policy,
 - iii) under which notice has been served upon the insured prior to the happening of the destruction or damage,
 - iv) in respect of undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from the insurance by this policy) of that portion of the property destroyed or damaged,
 - b. the additional cost that would have been required to make good the property damaged or destroyed to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations or Bye-laws not arisen,

- c. the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid Regulations or Bye-laws.
2. The work of reinstatement must be commenced and carried out with reasonable dispatch and in any case must be completed within twelve months after the destruction or damage or within such further time as the Company may (during the said twelve months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid Regulations or Bye-laws so necessitate) subject to the liability of the Company under this extension not being thereby increased.
3. If the liability of the Company under (any item of) the policy apart from this extension shall be reduced by the application of any of the terms and conditions of the policy, then the liability of the Company under this extension (in respect of any such item) shall be reduced in like proportion.
4. The total amount recoverable under any item of the policy shall not exceed the **sum insured** thereby.
5. All the conditions of the policy except insofar as they may be hereby expressly varied shall apply as if they had been incorporated herein.

E. ARCHITECTS, SURVEYORS AND CONSULTING ENGINEER'S FEES
(up to 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 is covered upto 3% of the adjusted loss, but it is understood that this does not include any costs in connection with the preparation of the Insured's claim or estimate of loss in the event of damage by insured perils.

F. REMOVAL OF DEBRIS CLAUSE (up to 1% of the claim amount)

It is hereby declared and agreed that the expenses incurred up to 1% of the claim amount is included in the **sum insured** on:

- (a) Removal of debris from the premises of the Insured;
- (b) dismantling or demolishing;
- (c) shoring up or propping.

Warranties

NOTE: IF A BREACH OF WARRANTY IS OBSERVED AT THE TIME OF LOSS THE SAME SHALL RENDER THE CLAIM INADMISSIBLE.

(A) OCCUPANCY AND MAINTENANCE

It is warranted that:-

[a] whenever the premises is left unoccupied, all doors and windows shall be properly secured and all keys for main Doors of Insured Premises shall be removed from the premises after locking. Further the keys of safes would be safely placed in a place other than where the safe is located.

[b] the building(s) containing the insured premises is maintained

[i] maintained in a good and substantial state of repair.

[ii] Occupied as a shop only.

(B) CLASS OF CONSTRUCTION

Warranted that the buildings are not of 'Kutchra' construction consisting of walls and / or roofs of wooden planks / thatched leaves and / or grass / hay of any kind / bamboo / plastic cloth / asphalt cloth / canvas / tarpaulin and the like.

(C) FEA WARRANTY

Warranted that fire extinguishing appliances (SPRINKLERS/HYDRANTS/FIRE EXTINGUISHERS) in respect of which discount is given shall be maintained in efficient working condition at all times and an annual maintenance contract with an external agency shall be in force at all times throughout the currency of this policy. The company's Engineers/ authorized agency of the insurers shall be allowed to inspect and test the appliances without prior notice.

(d) WATCHMAN WARRANTY

Warranted that the insured premises is guarded by a watchman all 24 hours a day and all seven days a week .

(D) Burglary Alarm Warranty

Warranted that Insured having stated in his proposal form has fitted Burglar alarms in respect of which discount is given shall be fitted in the insured premises and shall be maintained in efficient working condition at all times and an annual maintenance contract with an external agency shall be in force at all times throughout the currency of this policy

(E) CCTV Warranty

Warranted that Insured having stated in his proposal form that a Closed Circuit Television Systems, CCTV is fitted in the insured premises in lieu of which a discount is given shall be maintained in efficient working condition at all times and an annual maintenance contract with an external agency shall be in force at all times throughout the currency of this policy. The Insurance company's engineers/ authorized agency of the insurers shall be allowed to inspect and test the appliance without prior notice.

(F) Stocks stored in shops

Warranted that storage of following materials in the Insured premises should not exceed 5%of the total stock

- a) Celluloid goods
- b) Coir loose
- c) Crackers and fire works
- d) Explosives of any kind
- e) Hay / straw
- f) Hemp
- g) Jute loose
- h) Matches
- i) Methylated spirit
- j) Nitro cellulose plastic
- k) Oils / ether / industrial solvents and other inflammable liquids flashing at and below 32 degrees Centigrade (closed cup test) other than in sealed tins or drums
- l) Paints with inflammable base having flash point below 32 degrees Centigrade (closed cup test) – other than in sealed tins or drums
- m) Varnishes having a flash point below 32 degrees Centigrade (closed cup test) – other than in sealed tins or drums
- n) Disinfectant liquids and liquid insecticides – other than in sealed tins or drums
- o) Vegetable fibres of any kind including rayon fibre

SECTION 1 Fire & Allied Perils- [A] BUILDING [B] contents**1. What is Covered:**

The Company will indemnify the Insured in respect of loss or damage to the Subject matter insured as specified in the policy Schedule, due to

I Fire

Excluding loss, destruction of 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), economisers 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

Loss, destruction of 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 of public peace) in any malicious act.

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 organisation(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 of 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 (STFI)

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 not belonging to or owned by

- a. the Insured or any occupier of the property insured or
- b. Insured's employees while acting in the course of their employment.

VIII Subsidence and Landslide including Rockslide

Loss, destruction or damage directly caused by subsidence of part of the site on which the property stands or land slide/rock slide 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, 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 loss, 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 there for by memorandum hereon or attached hereto signed by or on behalf of the Company.

XIII Earthquake (Fire and Shock)

Loss or damage (including loss or damage by fire) to any of the property insured 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

Provided always that in the event of a claim for loss or damage due to earthquake under this Section the Insured shall (if so required) prove that the loss or damage was occasioned by or through or in consequence of earthquake.

2. Sum Insured:

The basis of valuation in respect of building and contents, shall be on reinstatement value or market value, as opted by the Insured

3. Basis of indemnity:

- a) In the event of property insured being damaged by any of the specified perils, the Company shall pay for the amount of damage or loss or at its option replace or repair the damaged property.
- b) If the property hereby insured shall, at the breaking out of any fire or at the commencement of any destruction of or damage to the property by any other peril hereby insured against be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable portion of the loss accordingly. Every item, if more than one, of the policy shall be separately subject to this sub-clause.

Section I(C) - Burglary and Housebreaking for Contents excluding Money and Valuables

1. What is covered?

- a) The Company will indemnify the Insured in respect of loss or damage to contents, by burglary and/or housebreaking, Dacoity or robbery.
- b) Damage to the Insured premises and/or safe resulting from burglary and/or housebreaking or any Dacoity / Robbery attempt thereat subject to a maximum of 5 % of the sum insured under this Section.

Provided however that no loss under clauses a) and b) hereinabove, shall together exceed the sum insured under this Section.

2. Sum Insured:

The Sum Insured in respect of contents, shall be on **reinstatement value** or **market value**, as opted by the Insured.

3. Basis of indemnity:

- a) In the event of property insured being damaged by any of the insured perils, the Company shall pay for the amount of damage or loss or at its option replace or repair the damaged property.
- b) If the property hereby insured shall, at the time of loss or damage by any of the insured perils covered under this Section, be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable portion of the loss accordingly. Every item, if more than one, of the policy shall be separately subject to this sub-clause.

4. Special Exclusions:

This Section does not cover loss or damage: -

1. Loss or damage caused by theft.
2. By burglary and/or housebreaking or Dacoity or robbery where the insured/ any inmate, member of the household or the Insured's employee is concerned as principal or accessory
3. To livestock, motor vehicles and pedal cycles.
4. To money, securities for money, stamps, bullion, deeds, bonds, bills of exchange, promissory notes, shares and stock certificates, business books, manuscripts, documents of any kind, unset precious stones and jewellery and valuables, plans, patterns, models, moulds, designs, medals and coins.

5. To Curios, sculptures and works of art unless specifically included in the policy schedule.
6. Of money extracted from safe following the use of key to the said safe or any article thereof belonging to the insured unless such key has been obtained by assault or threat thereof.
7. Loss or damage by Fire and allied perils as covered in section I above.
8. Loss or damage to plate glass whether forming part of the premises or otherwise.

5. Excess:

Coverage under this Section is subject to an **excess** of 5% of the claim amount or Rs.1000/- whichever is less, in respect of each and every claim admitted under the policy

Add on covers- Applicable only if opted for on payment of additional premium

Accidental damage to fixed plate glass

1. What is covered:

This Section covers loss or damage due to accidental breakage of

- a) Fixed plate glass,
- b) Frames or framework,
- c) Lettering consequent upon the breakage of glass.

2. Sum Insured:

Sum insured shall be on reinstatement value defined in the core cover herein above.

3. Basis of indemnity:

Basis of indemnity shall be on reinstatement value. If the **sum insured** is less than the replacement value of property then the Insured shall be considered his own insurer for the difference between **sum insured** and cost of replacement and accordingly shall bear a rateable proportion of the damage.

4. Special Exclusions

The Company shall not be liable in respect of loss or damage due to

- (a) Breakage or damage during removal, alterations and/or repairs on or about the insured premises.
- (b) Breakage of lettering unaccompanied by breakage or damage of glass.
- (c) Breakage of or damage to frame work of any description, unless specifically declared.
- (d) Disfiguration or scratching or damage of glasses other than fracture extending through the entire thickness of glass.
- (e) Embossed, silvered, ornamental, curved or any glass whatsoever, other than glass which is plain and of ordinary glazing quality unless the same be specifically declared.
- (f) Breakage of glass not completely and securely fixed.
- (g) Loss or damage consequent upon interruption or delay of business or other loss, damage or injury arising from breakage of glass or during replacement thereof.
- (h) Glass or sanitary fittings already damaged at the commencement of this Policy.
- (i) Any Loss or damage, which can be, covered under section 1 A – Fire and allied Perils of the package policy.

5. Special Conditions

1. Plate Glass shall however not include
 - a) External signboards
 - b) Plate Glass of doors to the Insured Premises unless specifically declared
 - c) Glass that constitutes or is part of the building facade.

2. Damage shall mean sudden and accidental fracture visible to the naked eye extending through the entire thickness of the Plate Glass but shall not include
 - a. Any other disfiguration or damage to the Plate Glass
 - b. Any disfiguration or damage only to the glazing or lettering or ornamentation and /or any surface treatment or surfacing thereon.

6. Excess:

Coverage under this Section is subject to an **excess** of 5% of the claim amount or Rs.1000/- whichever is less, in respect of each and every claim admitted under the policy

BURGLARY FOLLOWING A RIOT, STRIKE, MALICIOUS DAMAGE

It is hereby declared and agreed, subject to the terms, conditions and exclusions contained or endorsed or otherwise expressed in the Policy, that the Policy is extended to indemnify the Insured to the extent of intrinsic value of any loss of or visible physical damage by external violent means to the property insured directly caused by burglary or an attempt thereat following:

1. The act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not) not being an occurrence mentioned in exclusion c & d.
2. The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of any such disturbance.
3. The willful act of any striker or locked-out worker done in furtherance of strike or in resistance to a lock-out resulting in visible physical damage by external violent means.
4. The action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequences of any such act.
5. Any malicious act but excluding any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) provided that the Company shall not be liable for any loss or damage arising out of or in the course of burglary, housebreaking, theft or larceny or any attempt by any person taking part therein.

This insurance does not cover:

- a) Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
- b) Loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation or omissions of any kind.
- c) Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
- d) Loss or damage occasioned by 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
 - e) Loss of or Damage to the property insured directly caused by
 1. An act of terrorism committed by a person or persons acting on behalf of or in connection with any organization.
 2. The action of any lawfully constituted authority in suppressing or attempting to suppress any such act of terrorism or in minimizing the consequences thereof.

For the purpose of this clause "Terrorism" shall mean the use of violence for political ends and shall include any use of violence for the purpose of putting the public or any section of the public in fear.

PROVIDED nevertheless that the Company is not relieved under (c) or (d) above of any liability to the Insured in respect of physical damage to the property insured occurring before dispossession or during temporary dispossession.

Excess:

Coverage under this Section is subject to an **excess** of 5% of the claim amount or Rs.1000/- whichever is less, in respect of each and every claim admitted under the policy

SECTION 2 – PERSONAL ACCIDENT

1. What is Covered:- Basic Cover

This Section provides for benefits stipulated below in the event of the Insured Person sustaining bodily injury solely and directly caused by accidental, violent, external and visible means resulting in death or disablement within 12(twelve) calendar months of occurrence of such injury.

Free Benefit:

- a. It also provides for reimbursement, in the event of the death of the Insured Person due to injury caused solely and directly by accidental, violent, external and visible means outside his/her residence, of the expenses incurred for transportation of Insured Person's dead body to the place of residence and incurred for performing the death ceremony of such deceased subject to a maximum of Rs 5,000/-.
- b. Cost of clothing of Insured Person damaged in the accident for which liability under the personal accident section has been admitted subject to a maximum of Rs. 1000/- or actual expense whichever is lower.

2. Principal Sum :

The Principal Sum(PS) is the maximum liability of the Company under this Section.

3. Basis of settlement:

- a. The Company shall pay to the Insured the sum or sums as set forth in the Table of Benefits below:

Table of Benefits	Percentage of Principal Sum(PS) as per Schedule
1. Death	100 %
Permanent total Disablement	
2. Total and irrecoverable loss of	
i) Sight of both eyes or of the actual loss by physical separation of two entire hands or two entire feet or one entire hand and one entire foot or of such loss of sight of one eye and such loss of the one entire hand or one entire foot.	125 %
ii) Use of two hands or of two feet or of one hand and one foot or of such loss of sight of one eye and such loss of use of one hand or one foot.	125 %
3. Total and irrecoverable loss of	
i) The sight of one eye or the actual loss by physical separation of one entire hand or one entire foot.	50 %
ii) Use of a hand or a foot without physical separation	50 %

<i>For the purpose of items 2 and 3 above, this shall mean separation at or above wrist and/or of the foot at or above ankle, respectively.</i>	
4. Total and irrecoverable loss of various parts as given below:	
Applicable only to plan B, C, D and E	Percentage of Principal Sum
Permanent Partial Disablement	
Loss of toes - all	20%
Loss of toes great - both phalanges	5%
Loss of toes great - one phalanx	2%
Loss of toes other than great, if more than one toe lost: each	1%
Loss of hearing - both ears	75%
Loss of hearing - one ear	30%
Loss of four fingers and thumb of one hand	40%
Loss of four fingers	35%
Loss of thumb - both phalanges	25%
Loss of thumb – one phalanx	10%
Loss of index finger – three phalanges or two phalanges or one phalanx	10%
Loss of middle finger – three phalanges or two phalanges or one phalanx	6%
Loss of ring finger – three phalanges or two phalanges or one phalanx	5%
Loss of little finger – three phalanges or two phalanges or one phalanx	4%
Loss of metacarpals – first or second (additional) or third, fourth or fifth (additional)	3%
Any other permanent partial disablement	Percentage as assessed by a panel doctor of the Company
5. Permanent total and absolute disablement disabling the Insured Person from engaging in any employment or occupation of any description whatsoever.	125 %
6. Applicable only to Plan C and E	
<u>Temporary Total Disablement</u>	
If such injury shall be the sole and direct cause of temporary total disablement, then so long as the Insured Person shall be totally disabled from engaging in any employment or occupation of any description whatsoever, a sum at the rate of one percent (1%) of the Principal Sum stated in the Schedule per week, but in any case not exceeding Rs. 5,000/- per week in all.	
Provided that compensation for temporary total disablement shall not be payable for more than 100 weeks in respect of any one injury calculated from the date of commencement of disablement and in no case shall exceed the Principal Sum.	
b. Notwithstanding anything contained in the policy, the Company shall not be liable for compensation under more than one of the items (1) to (6) in clause 3 (a) hereinabove, in the same period of disablement of the Insured Person.	

Applicable only to Plan D and Plan E**REIMBURSEMENT OF HOSPITALISATION DUE TO ACCIDENT**

In consideration of payment of additional premium, it is hereby understood and agreed that in the event of **Accidental Injury**, **The Company** will reimburse **the Insured**, subject to a maximum of 20% of **Principal Sum** or the actual or Rs 1,00,000/- whichever is less, the following

- (a) **Hospitalisation treatment** - the actual expenses of treatment by a **Medical Practitioner** at a **hospital**, using the **Hospital** facilities for medical treatment of Injury arising out of an **Accident** and for which there is a valid claim under this policy.
- (b) **Post Hospitalization treatment**. - Post hospitalization treatment related to the for a period of up to 90 days from the date of discharge from hospital .

Provided,

That the sum payable under (a) and (b) together shall not exceed the amount mentioned in the policy schedule under this section in respect of the said insured person.

Free Benefit : Ambulance charges for transportation of the Insured person to hospital following an accident for which liability under the personal accident section is admitted subject to a maximum of Rs. 1000/- or actual expenses which ever is lower.

Special Conditions

Hospitalization must happen within 7 days from the date of the accident and this policy shall not in any case cover hospitalization beyond 12 months from the date of the accident.

The company shall not be liable for the first Rs. 500/- of each and every claim towards hospitalization.

4. Special Exclusions

Provided always that the Company shall not be liable for:

1. Any payment in case of more than one claim under the subsection 4 of the above table of benefits policy during any one period of insurance by which the maximum liability of the Company in that period would exceed the sum payable under item (1) of the Table of Benefits under Section 2 of the policy.

This policy does not provide benefits for any death, disability, expense or loss incurred in result of any Injury attributable directly or indirectly to the following:

1. Intentionally self-inflicted injury, suicide or any attempt thereat while sane or insane;
2. Injury or Disease directly or indirectly caused by or contributed by ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
3. Injury or Disease directly or indirectly caused by or contributed by the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of that equipment;
4. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, military or usurped power, seizure, capture, arrests, restraints and detainment of all kings, princes, and people of whatsoever nation condition or quality,
5. The Insured Person's participation in naval, military or air force operations whether in the form of military exercises or war games or actual engagement with the enemy with foreign or domestic;
6. Loss sustained or contracted in consequence of **the Insured** being under the influence of alcohol or drugs unless administered on the advice of a physician;
7. Any loss of which a contributing cause was **the Insured's** actual or attempted commission of, or willful participation in, an illegal act or any violation or attempted violation of the law or resistance to arrest;
8. Any loss sustained whilst engaging in aviation or ballooning, whilst mounting into, dismounting from or traveling in any balloon or aircraft other than as a passenger (fare paying otherwise) in any duly licensed standard type of aircraft anywhere in the world;
9. Any opportunistic infection and/or malignant neoplasm, if at the time of the accident or sickness **the Insured** had an Acquired Immune Deficiency Syndrome (AIDS) or having an antibody positive blood test to HIV (Human Immune-deficiency Virus). Opportunistic infection shall include but will not be limited to pneumosystis carinii pneumonia, organism of Kaposi's Sarcoma, central nervous system lymphoma, and/other malignancies now known or which become known as causes of death in the presence of Acquired Immune Deficiency Syndrome;

10. Any loss sustained while **the Insured** is participating in contests of speed using a motorized vehicle or bicycle and/or hunting and/or skiing and/or skydiving and/or gliding and/or mountaineering and/or winter sports;
11. Any loss resulting directly or indirectly from or, contributed or aggravated or prolonged by childbirth or from pregnancy.
12. Any claim due to any mental or nervous disorder or any condition of psychoneurotic origin.
13. Any claim caused by any pre-existing condition or condition of chronic or recurring nature from which the insured person suffered or received medical attention within 12 months prior to inception of this insurance.
14. Expenses caused directly or indirectly, wholly or partly by:
 - a. Bacterial infections (except pyogenic infections which shall occur through an accidental cut or wound) or any other kind of disease;
 - b. Medical or surgical treatment except as may be necessary solely as a result of Injury;
15. Treatment of hernia resulting from any bodily injury.
16. Dental care or surgery except as occasioned by Accidental Injury.

Section 3 - Money Insurance

1. Definitions:

- a. **“Safe”** means and includes cupboards; almirahs and cash boxes made of steel and of standard make secured with standard locking system.
- b. **Bank** shall mean and include Bank of every description, Post office and Government Treasury.
- c. **Money in transit** shall mean money for, the payment of wages, salaries & other earnings or for petty cash, in direct transit from the bank to the insured premises from the time the money is received from the bank by the insured or the authorized employee/s of the insured until delivered at the premises or other place of disbursement and whilst there until paid out within the municipal limits of the city where the insured carries on his business as specified in the policy schedule.
- d. **Transit** shall mean in direct movement in the hands of the authorized employee between the two designated places by the shortest route and without deviations/stop over.

2. What is covered:

(i) This Section covers loss of money belonging to Insured, not exceeding the amount mentioned in the policy schedule due to accident or misfortune

- a. Whilst in direct transit between the Insured premises and bank (including any extension counter, Automated Teller Machine) or vice versa.
- b. By Burglary and/or Housebreaking from within a locked safe which is burglar resistance or steel cupboards/cashbox in the Insured premises .
- c. Whilst lying in the cashier's till in the insured premises, during business hours consequent to or following assault and/or violence against the Insured or any employee of the Insured or any threat, provided always that such money are in custody of a responsible person entrusted with the work of handling cash.
- d. Whilst in direct transit from/to the Insured premises as stated in policy schedule to /from any place within the municipal limits of the city/town/place where the insured premises is located for an official purpose for a period of not more than 24 hours from the time it is put in transit excluding overnight storage/ transit /custody of money .

Subject to the limits specified in the schedule.

Of the covers a) to d) above, only those covers as opted for by the insured and as stated in the policy schedule shall be covered under the policy.

(ii) This section shall also indemnify the Insured towards cost of replacement or repair of the Insured's safe in the office in the event of its being damaged by thieves, burglars an amount not exceeding 5% of the sum insured under this section

Provided however that no loss under clauses (i) b and (ii) hereinabove, shall together exceed the sum insured specified in the policy schedule against Section 3 (b).

3. Warranty:

- a) It is warranted that the Insured shall maintain and keep a complete account of money in a safe, cupboard or cash box under lock and key at places other than the place where the money covered is kept. The liability of the Company shall be limited to the account actually shown by such records not exceeding the amount stated in the Schedule.
- b) It is also warranted that money collected by the Insured or the authorized employee/s of the Insured whilst in transit to the Insured premises or bank shall not remain in their personal custody for more than 24 hours from the time it is put in transit and shall not cover overnight transit/custody of money.

4. Special condition:

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 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 money lost. The company may at its option agree to reinstate the sum insured by collecting additional premium at such increased rates as it may deem fit on settlement of any claim under the policy.

5. Special Exclusions:

The policy does not cover -

- a. Shortage of money due to error or omission.
- b. Loss of money entrusted to any person other than Insured, authorized employee of Insured or directors.
- c. Loss arising from fraud or dishonesty of any director or cash-carrying employee of the Insured unless such loss is discovered within 24hours of its occurrence.
- d. Loss of money extracted from safe following the use of key to the said safe or any article there from belonging to the Insured unless such key has been obtained by assault or threat thereof

6. Excess:

Coverage under this Section is subject to an **excess** of 5% of the claim amount or Rs.1000/- whichever is less, in respect of each and every claim admitted under the policy

Fidelity Guarantee- Applicable if opted for on payment of additional premium

1. Definition:

"Employee" means any person who is permanently employed by the Insured for the purpose of Insured's business and has entered into a contract of employment with the Insured.

2. What is covered:

This section indemnifies the insured against direct pecuniary loss sustained by reason of forgery, embezzlement, larceny or fraud / dishonesty or fraudulent conversion of money or money's worth, during the period of this insurance caused by the permanent salaried employees of the insured named in the schedule, subject to the limits specified in the Schedule.

Provided that the loss shall have occurred in connection with occupation and duties of the employee while on actual duty during the uninterrupted continuance of his employment and be discovered within 3 months after the death, dismissal or retirement of such person or three months after this Policy shall have ceased to exist, whichever of these events shall happen first.

Special Conditions

- (a) On the discovery of any act which may give rise or has risen in a claim under this section, the Insured shall:
- § Forthwith lodge complaint with Police and give written notice to the issuing office of the Company along with a copy of the police complaint;
 - § Immediately take all steps to prevent further loss,
 - § 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.
- (b) The Insured shall report the occurrence of any event, which could give rise to a claim immediately within 24 hours on discovery of the same .
- (c) The liability of the company for any each employee in respect of all losses during the period of insurance is limited to the sum stated in the attached schedule against the said employee.
- (d) 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 Insured, not exceeding, however, the amount paid by the Insured.
- (e) The Insured shall 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 Company's expense give all information and assistance to enable the Company to use 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.
- (f) The Company shall be entitled at its own expense 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 against insured 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 reasonable for maintaining such claims or rights.
- (g) The Company shall not be bound to give any notice or be affected by any notice of any trust charge 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.

3. Excess:

Coverage under this Section is subject to an **excess** of 5% of the claim amount or Rs.1000/- whichever is less, in respect of each and every claim admitted under the policy

Section 4 – APPLIANCES RELATED COVER**A – BREAKDOWN OF ELECTRICAL APPLIANCES****1. What is covered:**

The Company will indemnify the Insured against unforeseen and sudden physical damage caused by and/or solely due to electrical and/or mechanical breakdown of electrical appliance specified in the Schedule hereto whilst contained in or fixed in the Insured Premises. Provided that the liability of the Company in respect of any one item in any one period of insurance will not exceed the sum insured set against such item in the Schedule.

2. Sum Insured:

The sum insured in respect of each item for coverage under this Section shall be equal to the cost of replacement of such item by a new item of the same kind and capacity which shall mean its current new replacement cost including ordinary freight, customs duty, other dues, if any, and cost of erection (CNRV basis).

3. Basis of indemnity:

- (a) In cases where damage to an insured item can be repaired, the Company will pay expense 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 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 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 at the rate of 10% per year from the replacement value of item since date of manufacture. The maximum depreciation however shall not exceed 50% of the replacement value of the item in respect of which is total loss is admitted under the Policy. 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 over time, 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 cost of making any such drawing patterns or 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.

[d] If the sum Insured is less than the amount required to be insured as per Provision 2 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, by production of the necessary bills and documents, that the repairs have been affected or replacements have taken place, as the case may be.

4. Excess:

Coverage under this Section is subject to an excess of 5 % of the sum insured for each item or Rs. 1000/- whichever is less , in respect of each and every claim for loss or damage admitted under the policy.

5. Special Exclusions:

The Company shall not be liable in respect of loss or damage caused by or due to: -

1. Willful act or gross negligence of the Insured
2. Gradually developing flaws, defects, cracks or partial fractures in any part not necessitating immediate stoppage although at some future time repair or replacement of the parts affected may be necessary.
3. Deterioration of or wearing away or wear-out of any item caused by or naturally resulting from normal use of exposure
4. Faults existing at the time of commencement of this insurance and known to the Insured, regardless of whether such faults, or defects were known to the Company or not
5. Any fault or defect for which the manufacturer or supplier of the damaged item is responsible
6. Cost of transport to the repair shop and back to the Insured premises in respect of any item damaged

7. Damage to appliances due to any cause insurable under section I (b) Fire and allied perils and section I (c) Burglary and housebreaking.
8. Permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority of such item or by permanent or temporary dispossession of any building resulting from the unlawful occupation by the Insured of the building.
9. Damage to consumables such as ropes, rubber items, dies, moulds, blade, cutters, knives, exchangeable tools, engraved or impression cylinders or rolls, glass and porcelain items, ceramics, operating media, belts or wires, fabrics, anti –corrosive, non metallic linings unless such parts are affected by an indemnifiable damage to the insured item itself.
10. This section shall not extend to cover any appliance, apparatus or gadget more than seven years of age.

Section V – ELECTRONIC EQUIPMENT – ALL RISK

1. What is covered:

The Company will indemnify the Insured against loss or damage to Electronic equipment specified in the schedule while contained or fixed in the Insured premises due to any cause other than those specifically excluded.

2. Sum Insured:

The sum insured in respect of each item for coverage under this Section shall be equal to the cost of replacement of such item by a new item of the same kind, type and capacity which shall mean its current new replacement cost including ordinary freight, customs duty, other dues, if any, and cost of erection (CNRV basis).

Special Condition: - Average (Under Insurance)

If at the time of damage, the sum insured is less than the amount required to be insured as described above, then the company shall 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.

3. 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 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.

(d) 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.

(e) The Company will make payments only after being satisfied, with necessary bills and documents, that the repairs have been effected or replacement 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".

4. Special Exclusions:

The Company shall not be liable for: -

- a) 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;
- b) Loss or damage as a direct consequence of the continual influence of operation (e.g. wear and tear, cavitations, erosion, corrosion, incrustation) or of gradual deterioration due to atmospheric conditions or climatic conditions, rust, corrosion, moth, vermin or insect.
- c) 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;
- d) 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;
- e) Loss or damage to be made good by the manufacturer, supplier or maintenance contractor either in law or under contract;
- f) 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;
- g) Consequential loss or liability of any kind or description;
- h) 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);
- i) Aesthetic defects, such as scratches on painted, polished or enameled surfaces.
- j) The cost of any alterations, improvements or overhauls.
- k) Loss arising out of cessation of work whether total or partial
- l) Willful act or negligence of the Insured or his representative.
- m) Derangement of the insured property not accompanied by damage covered under the policy.
- n) Damage due to defects of design, material or workmanship or otherwise for which the manufacturer or supplier of the insured items is responsible either in law or under contract.
- o) Loss or damage to own/in-house developed software.
- p) Damage to external antenna, dishes, masts and fittings by theft.
- q) Damage to picture tube/tape due to use of the tape/tube contrary to the instruction of manufacturer.

In respect of the parts mentioned under h) above, the Company shall be liable to provide compensation in the event that such parts are effected by an identifiable loss or damage to the insured items

5. Excess:

Coverage under this Section is subject to an excess in respect of each and every claim for loss or damage admitted under the policy as specified below:

- a) For equipments of a value of less than Rs 1 lakh –

5% (Ten Percent) of the claim amount subject to a minimum of Rs. 1,000/- (One Thousand only) for each and every occurrence of damage.

For equipment of a value of more than Rs 1 lakh –

5% of the claim amount subject to a minimum of Rs. 2,500/- (Two thousand five hundred only) for each and every occurrence of damage.

In case of personal computers, 5% of the claim amount subject to a minimum of Rs. 2,500/-

- b) The Excess stated in the Schedule to be borne by the Insured in any one occurrence whether one or more items are lost or damaged; 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;

C - Neon Sign / Glow sign

1. What is covered:

Neon sign and/or Glow sign belonging to the Insured and fixed at the Insured premises against loss or damage due to

- a) Accidental external means
- b) Fire, lightning, external explosion
- c) Theft of whole sign
- d) Riot, strike, terrorism, malicious damage
- e) Earthquake (fire and/or shock), subsidence and landslide (including rockslide) damage, flood, inundation, storm, tempest, typhoon, hurricane, tornado and cyclone.

2. Sum Insured:

Sum insured shall be on reinstatement value for Neon sign and Glow sign

3. Basis of indemnity:

Basis of indemnity shall be on reinstatement value in respect of Neon sign/Glow sign. If the sum insured is less than the reinstatement value of the property at the time of loss, then the Insured shall be considered his own insurer for the difference between sum insured and the reinstatement value/market value and accordingly shall bear a rateable proportion of the damage. Every item, if more than one, shall be separately subject to this clause.

4. Special Exclusions:

The Company shall not be liable in respect of loss or damage due to

- (a) 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.
- (b) Mechanical or electrical breakdown, failure, breakage, over-running, over-heating, overloading or strain,
- (c) The actions of sun, rain, hail, flood, bad weather or other atmospheric conditions.

5. Excess:

Coverage under this Section is subject to an excess of 5 % of the claim amount or Rs. 1000/- whichever is less, in respect of each and every claim for loss or damage admitted under the policy.

5 TRAVEL RELATED COVERS

A – Accompanied Personal Baggage

1:What is covered:

The Company will indemnify the Insured for loss, destruction or damage of baggage accompanying the Insured Person whilst traveling on a **tour** anywhere in India by accident or misfortune provided that the liability of the Company in respect of the property so lost, destroyed or damaged shall be limited to its

value at the time of happening of such loss but not exceeding in any one period of insurance the sum in respect of each of the several items specified in the Schedule hereto.

2. Sum Insured:

The basis of valuation shall be on market value.

3. Excess:

Coverage under this Section is subject to an **excess** of 5% of the claim amount or Rs.1000/- whichever is less, in respect of each and every claim admitted under the policy

4. Special Exclusions:

The Company shall not be liable in respect of: -

1. Damage due to confiscation or detention by Customs or any other public authority.
2. Damage not reported to Police within 24 hours of discovery of loss and a report obtained.
3. Damage due to cracking, scratching or breakage of lens or glass whether part of any equipment or otherwise or china, marble, gramophone records and other articles of a brittle or fragile nature unless such loss or damage arises from accident to a vessel, train, vehicle or aircraft by which such property is conveyed.
4. Damage caused by moth, mildew, vermin or any process of cleaning, dyeing, repairing or restoring to which the property is subjected.
5. Damage to any electrical machines, apparatus, fixtures or fittings (including wireless sets, radio, television sets and tape recorders) arising from overrunning, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity from whatever cause (lightning included).
6. Theft from car except from car of fully enclosed saloon type having all the doors, windows and other openings securely locked and properly fastened.
7. Damage whilst being conveyed by any carrier under contract of affreightment.
8. Loss or damage of money, securities, manuscripts, deeds, bonds, bills of exchange, promissory notes, stock or share certificates, stamps, business books or documents, jewellery, watches, furs, precious metals, precious stones, gold and silver ornaments, travel tickets, cheques and bank drafts.
9. Damage or destruction of articles of consumable nature.
10. Loose articles such as sticks, straps, umbrellas, sunshades, fans, deck chairs, property in use on a voyage and/or journey or articles or clothes whilst being worn on the person or carried about.
11. Damage or destruction caused by or arising from leakage, spilling or exploding of liquids, oils or materials of a like nature or articles of a dangerous or damaging nature.

5. Special Conditions

- (a) Where any item insured hereunder consists of articles in pair or set, the Company's liability in respect thereof shall not exceed the value of any particular part or parts which may be lost or damaged without reference to any special value which such article or articles may have as part of such pair or set and in any case not more than a proportionate part of the insured value of the pair or set.
- (b) In the event of loss or damage the Insured shall at once give notice to the Police and take all practicable steps for discovering and punishing the culprits and for tracing and recovering the property lost.

6. Basis of Claim settlement

A claim in respect of items acquired during the journey shall be settled only after having been satisfied that the items were purchased with due proof of purchase bills, vouchers and also with necessary bills and documents that repair and replacement has been carried out.

7. Limit of Liability

The company's limit of liability for any one claim will be the sum Insured specified against this section in the policy schedule.

SECTION 6 – LEGAL LIABILITY RELATED COVERS

Section 6 (A) – LEGAL LIABILITY TOWARDS WORKMEN**1. What is covered:**

This Sub-section covers Insured's legal liability to employees under Fatal Accidents Act 1855 / Workmen's Compensation Act 1923 or any amendments thereto and in Common Law to pay compensation in respect of accidental death or injury sustained during the currency of the policy arising out of and in the course of employment with the Insured's business in India as described in the Schedule. In addition to the compensation as stated above, the Company will also pay claimant's cost, fees, and expenses and Defence costs incurred with its consent in defending a claim.

2. Special Exclusions

The Company shall not be liable for –

1. For any interest and/or penalty imposed on the Insured on account of failure to comply with the requirements laid down under Workmen's Compensation Act 1923 and subsequent amendments thereto.
2. The Insured's liability to employees of contractors to the Insured.
3. Any liability of the Insured, which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
4. Accident directly or indirectly caused by traceable to or arising out of the ownership, possession or the custody by or on behalf of the Insured of animals, vehicles, aircraft, ship, boats or craft of any kind.

Where the number of employee at the time of accident is found to be in excess of the number of employees stated in the schedule, then the a Company shall pay only a ratable proportion of the sum insured that the number of employees stated in the schedule bears to the actual number of employees at the time of the accident.

Section 6 (B) – LEGAL LIABILITY TOWARDS THIRD PARTIES**1. What is covered:**

This Sub-section covers Insured's legal liability (other than liability under the Public Liability Insurance Act, 1991 or any amendments thereto or any other statute based on the doctrine of liability or **product** or **pollution** liability) to pay compensation including claimant's **Defence costs**, fees and expenses anywhere in India, in accordance with Indian Law in respect of claims arising out of accidents occurring in the Insured premises during the **period of insurance** and first made in writing during the policy period. The liability of the Company under this Sub-section for any one policy period shall not exceed the amount specified in the schedule.

2. Special Exclusions

The Company shall not be liable for –

1. Any compensation for death of or bodily injury to the insured or any member of Insured 's family, or employees or damage to property belonging to or in the custody of or control of insured or insured person's family, employees and contractor's employees.
2. Liability assumed by agreement unless such liability would have attached to the Insured notwithstanding such agreement
3. Injury or damage caused by or resulting from anything sold, supplied, installed, erected, repaired, altered or treated in the **Insured premises** and/or due to professional advice rendered by the Insured or by any person on behalf of the Insured other than the food or beverages sold or supplied by the insured as a service to the employees or visitors for consumption.
4. Accidents, directly or indirectly, caused by, traceable to, arising out of the ownership, possession or the custody by or on behalf of Insured of animals, vehicles, aircrafts, ships, boats, lifts or crafts of any kind.
5. Liability arising out of loss of pure financial nature such as loss of goodwill, loss of market etc.
6. Liability arising out of all personal
 - a) Injuries such as libel, slander, false arrest, wrongful eviction and detention, deformation and mental injury arising or shock resulting there from.
 - b) Infringement of plans, copyright, patent, trademark, registered design.

7. Any fines, penalties, punitive or exemplary damage or any other resulting from the multiplication of compensatory damage.
8. Damage to property owned, leased and hired or under hire purchase or on loan to the Insured or otherwise in the Insured's care, custody and control other than the premises (or the **content** thereof) temporarily occupied by the Insured for work therein or other property temporarily in the Insured's possession for work therein (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.
9. Employees and visitors clothing and personal effects.
10. Transportation of materials and/or hazardous/dangerous substances outside Insured premises.
11. Damages arising out of alterations, additions, repairs or decorations to the Insured premises specified in the Schedule.
12. Any claim arising out of accident occurring during the policy period but arising out of or in connection with:
 - Pollution howsoever caused
 - a) Any product.
 - b) Use of lift and /or escalator.
 - c) Use of swimming pool.
 - d) Use of amenities provided by insured like gymnasium, health spa, Beauty Par lour.
 - e) Food and beverages served to third parties
 - f) Custody of valuables of third parties
 - g) Any loss or damage caused to and by vehicles or animals.
 - h) Use of valet parking/parking facilities
 - i) Liability towards shows, events, sponsored programs conducted by third parties in the insured premises with the consent of the insured.
 - j) Where the insured premises is not occupied as a shop as defined in the policy .

Section 6 [C] – Tenant's Legal Liability

(Applicable only if the Insured is a tenant of the building)

1. What is Covered:

Legal liability incurred by the Insured as a Tenant to the owner of premises for damage to the building/s due to fire and allied perils.,provided,that such liability is not assumed , undertaken voluntarily by an agreement subsequent to the damage.

2. SPECIAL CONDITIONS

The Insured shall upon the occurrence of any event giving rise or likely to give rise to a claim against which the insured is to be indemnified under the Policy,

- a) Give immediate notice thereof to the Company
- b) Forward to the Company forthwith every written notice or information of any verbal notice of claim
- c) Shall send to the Company any writ, summons or other legal process issued or commenced against the Insured
- d) Give all necessary information and assistance to enable he Company to settle or resist any claim or to institute proceedings.
- e) Shall not incur any expense in making good any claim without the written consent of the Company.
- f) Shall not negotiable, pay, settle admit or repudiate any claim without such consent.

3. Excess:

Coverage under this Section is subject to an **excess** of 5% of the claim amount or Rs.1000/- whichever is less, in respect of each and every claim admitted under the policy

SECTION 7 GOODS IN TRANSIT

LOSS OF STOCK IN TRADE DURING TRANSIT WHILST BEING SENT FOR DOOR DELIVERY

The company undertakes to indemnify the insured for any loss or damage to Stock in Trade whilst in transit from shop to customer's premises due to an accident to the carrying employees or vehicles, loss or damage due to Dacoity, robbery or an attempt thereat , Loss due to Fire, Lightning, Storm tempest, Flood and inundation, Earth quake provided that,

- (i) Cover under this section shall apply only such transits carried by the authorized employee.
- (ii) The company shall not be liable for mysterious disappearance or unexplained losses.
- (iii) The company shall not be liable for any willful misconduct of the authorized employee so carrying the stocks.
- (iv) The company shall not be liable for any confiscation of goods by any public authority for any reason whatsoever.
- (v) The company shall not be liable to pay for any delay in delivering the item.
- (vi) The company shall not be liable to pay more than the sum insured mentioned in the policy schedule against this section towards losses occurring during the policy period.
- (vii) The section does not extend to cover tail end inland transit leg of an import shipment.

Excess:

Coverage under this Section is subject to an **excess** of 5% of the claim amount or Rs.1000/- whichever is higher , in respect of each and every claim admitted under the policy

SECTION 8 – TERRORISM

It is hereby declared and agreed that in consideration of payment of additional premium , the terrorism Damage exclusion Warranty 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 does not cover loss of or damage caused by

A. 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 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.

III 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 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 the limit of liability under the section where opted for .The coverage under this endorsement is subject to an excess of 0.5% of the total sum insured subject to a minimum of Rs 10,000/- .