

BUSINESS PROTECTOR POLICY
Shriram General Insurance Company Limited
Corp. Office:E-8, EPIP, RIICO Industrial Area,
Sitapura, Jaipur - 302022 (Raj.)

Whereas the Insured named in the Schedule and carrying on the business as described in the Schedule of this policy has applied to SHRIRAM GENERAL INSURANCE Company Limited (hereinafter called "The Company") by a written proposal and declaration which shall be the basis of this contract and be deemed to be incorporated herein for the insurance hereinafter contained and has paid the premium for the sections stated in the Schedule.

The Company hereby agrees subject to the terms and conditions contained herein or endorsed or otherwise expressed hereon that if the Insured shall sustain LOSS of or DAMAGE to property or incur liability **at any time during the period of insurance** stated herein or any subsequent period in respect of which the Insured shall have paid and the Company shall have accepted the premium required for the Company to provide coverage to the Insured during the period of this policy or for the renewal thereof the Company will pay to the Insured the value at the time of happening of such loss of the property so lost or the amount of such damage or the amount of liability incurred as the case may be and in respect of which coverage is provided under this policy but not exceeding in any one period of insurance in respect of each of the several items/sections specified herein the sum set opposite thereof respectively.

SECTION I - FIRE & ALLIED PERILS

THE COMPANY AGREES that if the Property insured described in the said Schedule or any part of such Property be destroyed or damaged by any of the perils specified hereunder, the Company shall pay to the Insured the value of the Property at the time of the happening of its destruction or the amount of such damage or at its option reinstate or replace such property or any part thereof

SUM INSURED: Basis of Valuation: 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. Each insured item if more than one shall be separately subject to this condition

1. Fire

Excluding destruction or damage caused to the Property insured by

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

2. Lightning

3. Explosion/Implosion

Excluding loss, destruction of or damage

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

4) Aircraft Damage

Loss, Destruction or damage caused by aircraft, other aerial or space devices and articles dropped there from excluding loss, destruction or damage caused by pressure waves.

5. 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.

6) Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation

Loss, destruction or damage directly caused by storm, cyclone, typhoon, tempest, hurricane, tornado, flood or inundation excluding those resulting from earthquake, volcanic eruption or other convulsions of nature. Wherever earthquake cover is given as an "add on cover" the words "excluding those resulting from earthquake volcanic eruption or other convulsions of nature" shall stand deleted.

7) 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) the Insured's employees while acting in the course of their employment.

8) Subsidence and Landslide including Rock slide

Loss, destruction or damage directly caused by subsidence of part of the site on which the Insured 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 or ground works or excavations.

9) Bursting and/or Overflowing of Water Tanks, Apparatus and Pipes

10) Missile testing operations

11) Leakage from Automatic Sprinkler Installations

Excluding loss, destruction or damage caused by

- a) repairs or alterations to the buildings or premises in which the Property insured is situated
- b) repairs, removal or extension of the Sprinkler Installation
- c) defects in construction known to the Insured.

12) 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.

Exclusions under Section 1

1) This section does not cover (not applicable to policies covering dwellings)

- a) The first 5% of each and every claim subject to a minimum of Rs.10,000 in respect of each and every loss arising out of "Act of God perils" such as Lightning, STFI (Storm, Tempest, Flood, Inundation) subsidence, landslide and rock slide covered under this section
- b) The first Rs.10,000 of each and every loss arising out of other perils in respect of which the Insured is indemnified by this section

The Excess shall apply per event per Insured.

2) 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.

3) Loss, destruction or damage directly or indirectly caused to the Property insured by

- a) ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b) the radioactive toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

4) Loss, destruction or damage caused to the Property insured by pollution or contamination excluding

- a) pollution or contamination which itself results from a peril hereby insured against.
 - b) any peril hereby insured against which itself results from pollution or contamination
- 5) Loss, destruction or damage to bullion or unset precious stones, any curios or works of art for an amount exceeding Rs. 10000/-, manuscripts, plans, drawings, securities, obligations or documents of any kind, stamps, coins or paper money, cheques, books of accounts or other business books, computer systems records, explosives unless otherwise expressly stated in the section.
 - 6) Loss, destruction or damage to the stocks in cold storage premises caused by change of temperature.
 - 7) Loss, destruction or damage to any electrical machine, apparatus, fixture, or fitting arising from or occasioned by over-running, excessive pressure, short circuiting, arcing, self heating or leakage of electricity from whatever cause (lightning included) provided that this exclusion shall apply only to the particular electrical machine, apparatus, fixture or fitting so affected and not to other machines, apparatus, fixtures or fittings which may be destroyed or damaged by fire so set up.
 - 8) 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.
 - 9) Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
 - 10) 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.
 - 11) Loss by theft during or after the occurrence of any insured peril except as provided under Riot, Strike, Malicious and Terrorism Damage cover.
 - 12) Any loss or damage occasioned by or through or in consequence directly or indirectly due to earthquake, volcanic eruption or other convulsions of nature.
 - 13) Loss or damage to Property insured if removed to any building or place other than in which it is herein stated to be insured, except machinery and equipment temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding 60 days.

Conditions applicable to Fire Section

1) All insurances under this section shall cease on expiry of seven days from the date of fall or displacement of any building in which the Property insured is situated or part thereof or of the whole or any part of any range of buildings or of any structure of which such building forms part.

PROVIDED such a fall or displacement is not caused by insured perils, loss or damage which is covered by this section or would be covered if such building, range of buildings or structure were insured under this section.

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

2) If the Company at its option, reinstates or replaces the Property insured which is damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or joins with any other Company or Insurer(s) in so doing, the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such Property insured as it was at the time of the occurrence of such loss or damage nor more than the Sum Insured by the Company thereon. If the Company so elects to reinstate or replace any Property insured which is damaged or destroyed, the Insured shall at his own expense furnish the Company with such plans, specifications, measurements, quantities and such other particulars as the Company may require, and no acts done, or caused to be done, by the Company with a view to reinstatement or replacement shall be deemed an election by the Company to reinstate or replace. If in any case the Company shall be unable to reinstate or repair the Property insured which is damaged or destroyed, because of any municipal or other regulations in force affecting the alignment of streets or the construction of buildings or otherwise, the Company shall, in every such case, only be liable to pay such sum as would be requisite to reinstate or repair such Property insured if the same could lawfully be reinstated to its former condition.

3) At all times during the period of insurance of this policy the insurance cover will be maintained to the full extent of the respective Sum Insured in consideration of which upon the settlement of any loss under this policy, pro-rata premium for the unexpired period from the date of such loss to the expiry of period of

insurance for the amount of such loss shall be payable by the Insured to the Company. The additional premium referred above shall be deducted from the net claim amount payable under the section. This continuous cover to the full extent will be available notwithstanding any previous loss for which the Company may have paid hereunder and irrespective of the fact whether the additional premium as mentioned above has been actually paid or not following such loss. The intention of this condition is to ensure continuity of the cover to the Insured subject only to the right of the Company for deduction from the claim amount, when settled, of pro-rata premium to be calculated from the date of loss till expiry of the policy. Notwithstanding what is stated above, the Sum Insured shall stand reduced by the amount of loss in case the insured immediately on occurrence of the loss exercises his option not to reinstate the Sum Insured as above.

SECTION II - BURGLARY/HOUSE BREAKING

The Company will indemnify the Insured to the extent of the reinstatement value of –

- a) any loss of or damage to property belonging to the Insured or held in trust or on commission for which he is responsible or any part thereof whilst contained in the premises described in the Schedule hereto due to burglary or house-breaking (theft following upon an actual forcible and violent entry of and/or exit from the premises) or hold-up;
- b) damage caused to the premises resulting from burglary and/or housebreaking or any attempt thereat, any time during the period of insurance up to 5% of the Sum Insured for all contents. Provided always that the liability of the Company shall in no case exceed the Sum Insured stated against each item or total Sum Insured stated in the Schedule.

EXCLUSIONS UNDER SECTION II

The Company shall not be liable in respect of –

1.
 - a) Gold, silver or articles made of precious metals, watches or jewellery or precious stones or models or coins or curios, sculptures, manuscripts, rare books, plans, medals, moulds, designs, deeds, bonds, bills of exchange, bank, treasury or promissory notes, cheque, money, securities, stamps, collection of stamps, business books or papers, motor vehicle unless specifically insured.
 - b) Any goods lying outside such portion of the Premises insured as is enclosed, unless specifically insured.
 - c) Loss or damage where any inmate or member of the Insured's household or his business staff or any other person lawfully in the premises in the business is involved in the actual theft or damage to any of the articles or premises or where such loss or damage has been expedited or in any way assisted or brought about by any such person or persons.
 - d) Loss or damage which is recoverable under any other section of this policy.
 - e) Loss of money and/or other property extracted from a safe following the use of the key to the said safe or any duplicate thereof belonging to the Insured, unless such key has been obtained by assault or violence or any threat thereof. Loss or damage if the premises shall have been left uninhabited for seven or more consecutive days and nights unless, in every case, the consent of the Company to the continuance of the insurance thereon is obtained and signified on the policy

SUM INSURED – BASIS OF VALUATION

Sum Insured must represent market value of the property insured which means current replacement value of the item as new at the time of loss or damage less due allowance for betterment, wear & tear and obsolescence.

Compulsory Excess:

0.25% of claim amount subject to a minimum of Rs. 1000/-

Voluntary Excess:

Additional 10% discount for opting voluntary excess of at least 4 times the Compulsory Excess.

When the Sum Insured is on a First Loss basis:

If in respect of property insured at the commencement of any Damage by an insured peril, it is found that actual value of the selected percentage of the total property at risk exceeds the value (Sum Insured) declared to the Company, then the Company's liability is restricted to the same proportion of the Damage as the value (Sum Insured) declared to the Company bears to the actual value of the selected percentage of the total value at risk. When the Sum Insured for each item is mentioned separately, the condition of average will apply to each item separately.

Conditions Applicable to Burglary Section

Maintenance of books and keys: The Insured shall keep a daily record of the amount of cash contained in the safe or strong room and such record shall be deposited in a secure place other than the safe or strong room and produced as evidence in support of a claim under this policy. The keys of the safe or strong room shall not be left on the premises after business hours, unless the premises are occupied by the Insured or any other permanent employee of the Insured in which case such keys if left on the premises shall be deposited in a secure place not in the vicinity of the safe or strong room.

SECTION III – GLASS AND SANITARY FITTINGS

If there shall be an accidental breakage (which for the purpose of this Policy shall not include damage by scratches) of any of the Glass or Sanitary fittings mentioned in the Schedule, the Company shall pay or make good to the Insured the reinstatement value of such glass up to the Sum Insured specified in the Schedule against each item.

SUM INSURED: Sum Insured shall be on Reinstatement Value basis.

Basis of Valuation: 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. Each insured item if more than one shall be separately subject to this condition.

PROVIDED that the Company will not be liable for any mis description of the glass insured and that unless expressly stated in the Schedule all glass shall be considered plain and of ordinary glazing quality and without Embossing, Silvering, Lettering, Bending or Ornamental work of any kind. Further that the Company shall not be responsible for breakage of any lettering mentioned in the Schedule unless such breakage be caused by or consequent upon the breakage of the glass to which it is affixed.

DEFINITION:

Glass: Glass means fixed plain glass and mirrors in or on the insured premises excluding painting, tinting, embossing or ornamental works on the glass unless expressly stated and value included in the Sum Insured.

Sanitary Fittings: Sanitary fittings means fixed wash basins, pedestals, sinks, lavatory pans and cistern contained in the insured premises.

SPECIAL CONDITIONS UNDER THIS SECTION

1. This section does not cover:-
 - a. Excess stated in the schedule
 - b. Breakage or damage during removal, alterations and/or repairs in or about the premises
 - c. Disfiguration or scratching or damage of glass sanitary fittings other than the fracture extending through the entire thickness of glass, sanitary fittings.
 - d. Breakage of glass, sanitary fittings which are not completely and securely fixed
 - e. Cracked or imperfect glass.
 - f. The removal or replacement of any fittings or fixtures in order to replace glass
 - g. Any loss or damage arising from the interruption of or delay in the Insured's business during the time intervening between occurrence of any breakage and of reglazing.
2. All the glass described by this Policy is insured only so long as it is fixed. If there be any alteration of the premises, or in the tenancy sub-tenancy occupancy of, or business carried on in the buildings containing the Glass described in this policy, or if the premises should become uninhabitable or misused then and in every such case the same must be immediately notified to the Company and if the risk is increased the Company shall have the option of charging a suitable extra premium or of refusing to continue the Insurance.
3. The Company will indemnify the Insured in respect of loss or damage to fixed plate glass in the Insured premises by accidental breakage provided that the liability of the Company in respect of

any one loss or all losses in any one period of insurance is limited to the Sum Insured set against the items stated in the Schedule :

SECTION IV - NEON SIGN/GLOW SIGN/HOARDING

The Company will indemnify the Insured in respect of loss of or damage to NEON SIGN/GLOW SIGN/HOARDING belonging to the Insured by

- a) Accidental external means
- b) Theft/burglary
- c) Fire, lightning, external explosion/Implosion
- d) Aircraft or articles dropped there from
- e) Riot, strike or malicious act
- f) Earthquake (fire and/or shock) subsidence and land slide including rockslide damage
- g) Flood, inundation, storm, tempest, typhoon, hurricane, tornado or cyclone.
- h) Impact damage by rail/ road vehicle or animal.

Special Exception:

The Company shall not be liable in respect of

- 1) The first Rs.2, 500/- or 10% of Sum Insured whichever is higher for each and every loss.
- 2) The fusing or burning out of any Bulbs and/or Tubes arising from short circuiting or arcing or any other mechanical/electrical breakdown or faults.
- 3) The action of sun (resulting in wear and tear)

Sum Insured - Sum Insured shall be on Reinstatement Value basis

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. Each insured item if more than one shall be separately subject to this condition.

SECTION V - BREAKDOWN OF ELECTRICAL AND MECHANICAL APPLIANCE

Subject to the terms, exceptions, exclusions, provisions and conditions contained herein or endorsed hereon, the Company will at its own option by payment or reinstatement or repair indemnify the Insured against unforeseen and sudden physical damage by any cause not hereinafter excluded to any Property insured specified in the attached Schedule(s) whilst in the premises therein mentioned necessitating its immediate repair or replacement. This section shall apply to the Property insured after successful completion of their performance/acceptance tests, whether they are at work or at rest, or being dismantled for the purpose of cleaning or overhauling, or in the course of the aforesaid operations themselves, or when being shifted within the aforesaid premises, or during subsequent re-erection. The liability of the Company for any one item of the Property insured shall not exceed in the aggregate in any one period of insurance the Sum Insured set against such Property insured in the attached Schedule(s), unless the Sum Insured under such item is reinstated after occurrence of a claim for the balance period.

EXCEPTIONS UNDER SECTION V

THE COMPANY SHALL NOT BE LIABLE UNDER THIS SECTION IN RESPECT OF -

- 1) Loss, damage and/or liability caused by or arising from or in consequence, directly or indirectly of fire including extinguishment of a fire or clearance of debris and dismantling necessitated thereby, smoke, soot, aggressive substance, lightning, explosion of any kind (other than bursting or disruption of turbines, compressors, cylinders of steam engines, hydraulic cylinders or fly wheels or other apparatus subject to centrifugal force, internal pressure) theft, collapse of buildings, subsidence, landslide, rockslide, water which escapes from water containing apparatus, flood, inundation, storm, tempest, earthquake, volcanic eruption or other Acts of God, impact of land borne or waterborne or airborne craft or other aerial devices and/or articles dropped there from. Any loss or damage by fire within the electrical appliances and installation insured by this Policy arising from or occasioned by overrunning, excessive pressure, short circuiting, arcing, self heating or leakage of electricity, from whatever cause (lightning included), is covered; provided that this extension shall apply only to the particular electrical machine; apparatus fixture fitting or portions of the electrical installation so affected and not to other machines, apparatus,

fixtures fittings or portions of the electrical installation which may be destroyed or damaged by fire so set up.

- 2) Accident, loss, damage/and/or liability resulting from overload experiments or tests requiring the imposition of abnormal conditions.
- 3) Gradually developing flaws, defects, cracks or partial fractures in any part not necessitating immediate stoppage, although at some future time repair or renewal of the parts affected may be necessary.
- 4) Deterioration of or wearing away or wearing out of any part of any machine caused by or naturally resulting from normal use or exposure.
- 5) Loss, damage and/or liability caused by or arising out of the willful act, willful neglect or gross negligence of the Insured or his responsible representatives.
- 6) Liability assumed by the Insured by agreement unless such liability would have attached to the Insured notwithstanding such agreement.
- 7) Loss, damage and/or liability due to faults or defects existing at the time of commencement of this insurance and known to the Insured or his responsible representative but not disclosed to the Company.
- 8) Loss of use of the Insured's plant or property of any other consequential loss incurred by the Insured.
- 9) Loss, damage/and/or liability due to explosions in chemical recovery boilers, other than pressure explosions e.g. smelt, chemical, ignition, explosions etc.

SPECIAL EXCLUSIONS -

The Company shall not be liable for -

- 1) The Excess, as stated in the Schedule, to be first borne by the Insured out of each and every claim; where more than one item is damaged in one and the same occurrence, the Insured shall not, however, be called upon to bear more than the highest Excess applicable to any one such item;
- 2) Loss of or damage to belts, ropes, chains, rubber tyres, dies, moulds, blades, cutters, knives or exchangeable tools, engraved or impression cylinders or rolls; objects made of glass, porcelain, ceramics, all operating media (e.g. lubricating oil, fuel, catalyst, refrigerant, dowertherm), felts, endless conveyor belts or wires, sieves, fabrics, heat resisting and anti-corrosive lining and parts of similar nature, packing material, parts not made of metal (except insulating material) and non-metallic lining or coating of metal parts; unless loss or damage to the equipments/machinery is indemnifiable in terms of the policy.
- 3) Loss or damage for which the manufacturer or supplier or repairer of the Property insured is responsible either by law or contract.

In any action, suit or other proceeding where the Company alleges that by reason of the provisions of the exceptions or exclusions above, any loss, destruction, damage or liability is not covered by this insurance, the burden of proving that such loss, destruction, damage or liability is covered shall be upon the Insured.

PROVISIONS -

1. SUM INSURED -

It is the requirement of this Insurance that the Sum Insured shall be equal to the cost of replacement of the Property insured by new property of the same kind and same capacity which shall mean its replacement cost including freight and customs duties, if any, and erection costs.

2. BASIS OF VALUATION-

a) In cases where damage to the Property insured can be repaired, the Company will pay expense necessarily incurred to restore the damaged Property insured 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 for (i) wear and tear parts and (ii) parts for which manufacturers have specified a fixed life for use and the like but the value of any salvage will be taken into account.

If the cost of repairs as detailed herein above 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 the Property insured is destroyed, the Company will pay the actual value of the Property insured 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 said Property insured. The Company will also pay any normal charges for the dismantling of the Property insured 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 specifically 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.

If the Sum Insured is less than the amount required to be insured as per Provision 1 herein above, the Company will pay only in such proportion as the Sum Insured bears to the amount required to be insured. Every item of Property insured if more than one shall be subject to this condition separately.

The Company will make payments only after being satisfied, with the necessary bills and documents that the repairs have been effected or replacements have taken place, as the case may be. The Company may, however, not insist for bills and documents in case of total loss where the Insured is unable to replace the damaged equipments for reasons beyond their control. In such cases claims can be settled on 'Indemnity Basis'.

SECTION VI - ELECTRONIC EQUIPMENT INSURANCE

Subject to and/or in consideration of the Insured having paid to the Company the premium mentioned in the Schedule and subject to the terms, exclusions, conditions and provisions contained herein or endorsed here on the Company will indemnify the Insured in the manner and to the extent hereinafter provided.

This Section shall apply to the insured items (only after successful completion of their performance/acceptance test whether they are at work or at rest or being dismantled for the purpose of cleaning or overhauling or in the course of aforesaid operations themselves or when being shifted within the premises mentioned in the Schedule or during subsequent re-erection.

The liability of the Company for any one item of the Property insured shall not exceed in aggregate in any one period of Insurance the Sum Insured set against such items in the attached Schedule(s) unless the Sum Insured under such item is reinstated after occurrence of a claim for balance period.

EQUIPMENTS -

All electronic equipments like computers, medical, biomedical, micro- processors; audio/visual equipments including the value of systems software may be covered under this section. The term equipment shall include the entire computer system consisting of CPU, keyboards, monitors, printers, stabilizers, UPS, system software etc.

Dish antenna, portable electronic equipments like notebook, lap top computer, sonography machine e.t.c., is specifically excluded under this section.

SCOPE OF COVER -

The Company hereby agrees that in the event that the Property insured or any part thereof entered in the Schedule shall suffer any unforeseen and sudden physical loss or damage from any cause, other than those specifically excluded, in a manner necessitating repair or replacement, the Company will indemnify the Insured in respect of such loss or damage as hereinafter provided by payment in cash, replacement or repair (at their own option) up to an amount not exceeding in any one year of insurance in respect of each of the items specified in the Schedule the sum set opposite thereto and not exceeding in all the total sum expressed in the Schedule as insured hereby.

EXCLUSIONS UNDER SECTION VI

The Company will not indemnify the Insured in respect of loss, damage or liability directly caused by or arising out of or aggravated by -

- a) Cessation of work whether total or partial.
- b) Cost Incurred/time involved in the movement of machinery and/or any other property and/or personnel outside the territorial limits of India other than the cost of delivery of replacements for machinery lost or damaged.
- c) Misalignment of the Property insured not accompanied by damage otherwise covered by this section.
- d) Loss of or damage to the Property insured covered under this section falling under the terms of the maintenance agreement.
- e) Loss destruction or damage directly occasioned by pressure wave caused by aircraft and other aerial devices traveling at sonic or supersonic speeds.

In any action, suit or other proceedings where the Company alleges that by reason of the provisions of the above exclusions any loss, destruction, damage or liability is not covered by this insurance, the burden of proving that such loss, destruction, damage or liability is covered shall be upon the Insured.

SPECIAL EXCLUSION TO SECTION VI

The Company shall not, however, be liable for -

- a) the Excess stated in the Schedule to be borne by the Insured in any one occurrence; if more than one item is lost or damaged in one occurrence, the Insured shall not, however, be called upon to bear more than the highest single Excess applicable to such items;
- b) loss or damage caused by any faults or defects existing in the Property insured at the time of commencement of the present insurance within the knowledge of the Insured, or his representatives, whether such faults or defects were known to the company or not;
- c) loss or damage as a direct consequence of the continual influence of operation (e.g. wear and tear, cavitations, erosion, corrosion, incrustation) or of gradual deterioration due to atmospheric conditions;
- d) any costs incurred in connection with the elimination of functional failures unless such failures were caused by an indemnifiable loss of or damage to the Property insured;
- e) any costs incurred in connection with the maintenance of the Property insured , such exclusion also applying to parts exchanged in the course of such maintenance operations;
- f) loss or damage for which the manufacturer or supplier of the Property insured is responsible either by law or under contract;
- g) loss of or damage to rented or hired equipment for which the owner is responsible either by law or under a lease and/or maintenance agreement;
- h) consequential loss or liability of any kind or description;
- i) loss of or damage to bulbs, valves, tubes, ribbons, fuses, seals, belts, wires, chains, rubber tyres, exchangeable tools, engraved cylinders, objects made of glass, porcelain or ceramics sieves or fabrics, or any operating media (e.g. lubricating oil, fuel, chemicals);
- j) aesthetic defects, such as scratches on painted polished or enameled surfaces.

In respect of the parts mentioned under i) and j) above the Company shall be liable to provide compensation in the event that such parts are effected by an indemnifiable loss or damage to the Property insured.

PROVISIONS APPLYING TO SECTION - VI

SUM INSURED -

It is a requirement of this insurance that the Sum Insured shall be equal to the cost of replacement of the Property insured by new property of the same kind and same capacity, which shall mean its replacement cost including freight, dues and customs duties, if any, and erection costs.

The Sum Insured of the Property insured under this section shall include the value of 'System Software' provided by the manufacturer to operate the system

BASIS OF VALUATION -

a) In cases where damage to the Property insured can be repaired, the Company will pay expenses necessarily incurred to restore the damaged Property insured 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 be determined by the Company 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 herein above equals or exceeds the actual value of the Property 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 the Property insured is destroyed, the Company will pay the actual value of the Property insured 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 Property insured. The Company will also pay any normal charges for the dismantling of the Property insured which has been destroyed, but the salvage will be taken into account.

Any extra charges incurred for overtime, night-work, work on public holidays, express freight, are covered by this Insurance only if especially agreed to in writing.

In the event of the makers' drawings, patterns and core boxes necessary for the execution of a repair not being available, the Company shall not be liable for the cost of making any such drawings, patterns and core boxes.

The cost of any alterations, improvements or overhauls shall not be recoverable under this policy.

The cost of any provisional repairs will be borne by the Company if such repairs constitute part of the final repairs, and do not increase the total repair expenses.

c) In cases where the Property insured is subjected to total loss and meanwhile it becomes obsolete, all costs necessary to replace the lost or damaged Property insured with a follow-up model (similar type) of similar structure/ configuration (of similar quality) i.e. low, average or high capacity – will be reimbursed.

If the Sum Insured is less than the amount required to be insured as per provision –titled “Sum Insured” herein above, the Company will pay only in such proportion as the Sum Insured bears to the amount required to be insured. Every item if more than one shall be subject to this condition separately.

The Company will make payments only after being satisfied, with necessary bills and documents, that the repairs have been effected or replacements have taken place, as the case may be. The Company may, however, not insist for bills and documents in case of total loss where the Insured is unable to replace the damaged Property insured for reasons beyond their control. In such cases claims can be settled on ‘Indemnity Basis’.

WARRANTY –

It is warranted that the Maintenance Agreement in force at the inception of this policy is maintained during the currency of this policy and no variation in the terms of the Agreement shall be made without the written consent of the Company being obtained.

For the purpose of this warranty the word ‘Maintenance’ shall mean the following -

- i) Safety checks,
- ii) Preventive maintenance
- iii) Rectification of loss or damage or faults arising from normal operation as well as from ageing.

SECTION VII - PORTABLE ELECTRONIC EQUIPMENT

This Section shall apply to the Property insured at work or at rest or whilst being used by the permanent employee(s) of the Insured on journey to places by train or road or air anywhere within the territorial limits mentioned in the Schedule for the purpose of business or profession of the Insured

The liability of the Company for any one item of the Property insured shall not exceed in aggregate in any one period of Insurance the Sum Insured set out against such items in the attached Schedule(s) unless the Sum Insured under such item is reinstated after occurrence of a claim for balance period.

This Section is subject to the same terms, conditions, exclusions, warranties and provisions as that of Section 6 except to the extent that the same are over ridden by following special exceptions and conditions.

Special Exceptions:

The Company will not pay for -

- a) the Excess stated in the Schedule to be borne by the Insured in any one occurrence; if more than one item of Property insured 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;
- b) 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;
- c) loss of or damage to hard disk and read-write head whilst in transit except when caused by an insured damage to the whole computer
- d) loss of or damage to bulbs, valves, tubes, ribbons, fuses, seals, belts, wires, chains, rubber tyres, exchangeable tools, engraved cylinders, objects made of glass, porcelain or ceramics, sieves or fabrics, or any operating media (e.g. lubricating oil, fuel, chemicals) unless such parts are affected by an indemnifiable loss or damage to the Property insured.;
- e) aesthetic defects, such as scratches on painted, polished or enamelled surfaces unless such parts are affected by an indemnifiable loss or damage to the Property insured.
- f) any unexplained disappearance of the Property insured.

Special Conditions–

It is a condition of this policy, that all Property insured being in the nature of portable equipment covered hereby –

- a) shall always be in the custody and control of a designated permanent employee of the Insured and kept in locked cupboards/cabinets/safe deposit vaults if circumstances warrant it to be left unattended.
- b) shall never be left unattended in a motor vehicle, aircraft or any other type of conveyance
- c) shall be hand-bagged by the Insured when traveling by aircraft, but if and when not allowed as hand-baggage, should be specifically declared to the airline as "valuable cargo".

SECTION VIII – MONEY

The policy covers the Insured against loss of money in transit, by the Insured or Insured's authorized employee(s), occasioned by Robbery, Burglary, Housebreaking and / or Theft or any other fortuitous cause but excluding larceny.

Further, the Company shall also indemnify loss of money by Burglary, Housebreaking, Robbery or Hold-up, whilst money is retained at Insured's premises, in safe(s) or strong room, more particularly described in the Schedule, provided always that the limit of the Company's liability for any one loss shall in no case exceed the amount specified against the respective section in the said Schedule.

The Company will also pay for cost of replacement or repair of the Insured's safe or strong room at the insured premises in the event of its being damaged by thieves or burglars.

DEFINITIONS:

Money: Money shall mean and include cash, coins, bank draft, currency notes, cheques, traveller's cheque, postal order, money order, pay order and current postage stamps.

Bank shall mean and include Bank of every description as incorporated or set up in accordance with the laws prevailing in India, post office, government treasury.

Money in transit Warranty

All transits of Money in excess of a specified amount shall be in a locked briefcase / bag conveyed as far as practicable in a motor vehicle accompanied at all times by at least one permanent employee of the Insured.

EXCLUSIONS

The Company shall not be liable in respect of:

1. Shortage of **Money** due to error or omission.
2. Loss of **Money** entrusted to any person other than the Insured or a designated permanent employee or directors of the Insured.
3. Loss of **Money** where the Insured or his employee is involved in such loss as a principal or accessory, except loss due to fraud or dishonesty of the cash carrying employee of the Insured, occurring whilst in transit and discovered within 48 hours.
4. Loss occurring on the Insured's premises mentioned in the Schedule, after business hours, unless the **Money** is in a locked safe or strong room.
5. **Money** carried under contract of affreightment and theft of **Money** from unattended vehicle.
6. Loss of or Damage to **Money** in transit by post.
- 7. Loss of Money in excess of Rupees One Lakhs, collected by designated permanent employee/s of the Insured whilst in transit to the Insureds' premises or bank in their personal custody for more than 48 hours unless specifically declared and accepted by the Company.**
8. Loss of **Money** from safe or strong room following use of the key to the safe or strong room or any duplicate thereof belonging to the Insured, unless this has been obtained by threat or by violence.
9. Loss or damage due to or contributed to by the Insured having caused or suffered anything to be done whereby the risk hereby insured against is unnecessarily increased.

SPECIAL CONDITIONS

1. MAINTENANCE OF BOOKS AND KEYS: The Insured shall keep a daily record of the amount of cash contained in the safe or strong room and such record shall be deposited in a secure place other than the said safe or strong room, and produced as evidence in support of a claim under this policy. The keys of the safe or strong room shall not be left on the Insureds' premises out of business hours unless the Insureds' premises are occupied by the Insured or any other permanent designated employee of the Insured in which case such keys if left on the Insureds' premises shall be deposited in a secure place not in the vicinity of the safe or the strong room.
2. ADJUSTMENT OF PREMIUM : The premium in so far as it relates to cash-in-transit is to be regulated by the amount of such **Money** in transit during each period of insurance and for this purpose a proper record shall be kept in the books of the Insured which the Insured shall at all reasonable times allow the Company to inspect. Within one month from expiry of each period of insurance the Insured shall furnish the Company with a correct account of all such **Money** in transit during the period and if the ascertained amount shall differ from the estimated amount on which premium has been paid, the difference in premium shall be met by the further proportionate payment to the Company or by a refund to the Insured as the case may be, but in no case shall the refund be more than fifty percent (50%) of the premium stated in the Schedule and retention of premium shall not be less than the minimum of Rs. 250/-.

SECTION IX – BAGGAGE

The Policy covers the loss of or damage to Baggage due to accident/ Burglary/ housebreaking/ theft or personal mishap whilst on journey, anywhere in the Territorial Limits specified in the Schedule. The Company will indemnify the Insured in respect of such damage up to the actual value of the Baggage at the time of happening of damage or loss but not exceeding the Sums(s) stated in the Schedule in any one period of insurance.

Interpretation

Insured person: Insured person shall mean the Insured or any director or any permanent employee of the Insured working at the premises stated in the Schedule.

Journey: Journey shall mean any business trip undertaken in connection with official purpose outside the city, town or municipal limit of normal place of work of the Insured.

Baggage: Baggage shall mean personal goods belonging to the Insured or goods for which he or she is responsible officially and such goods are necessary for the purposes of his journey and are being taken by him or her on journey or acquired by him/her during the journey.

Exclusions

The Company shall not be liable in respect of:

1. The Excess stated in the Schedule to be borne by the Insured in any one occurrence.

2. Loss of or damage due to cracking, scratching or breakage of lens or glass whether part of any equipment or otherwise or of china, marble, screen and other article of brittle or fragile nature unless such loss or damage arises from accident to vessel, vehicle, train or aircraft by which such Property insured is conveyed.
3. Loss of or damage caused by moth, mildew, vermin or any process of cleaning, repairing, dyeing or restoring to which the Property insured is subjected.
4. Loss of or damage to any electrical and electronic machines, apparatus fixtures or fitting (including wireless sets, computer, radio, television set and tape recorders) arising from over running, excessive pressure, short circuiting, arcing, self heating or leakage of electricity from whatever cause (lightning included).
5. Loss of or damage caused by mechanical derangement or over winding of watches and clocks.
6. Theft from car except from car of fully enclosed saloon type having all doors, windows and other openings securely locked and properly fastened.
7. Loss of or damage whilst being conveyed by any carrier under contract of affreightment.
8. Damage to 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 or silver ornaments or any other valuables including cash, cheque, travel tickets, bank drafts, share certificates and stamps.
9. Loss or damage to the perishable and consumable goods
10. Loss of articles like fans, umbrellas, sun glasses, sticks in use on the voyage and articles or clothes whilst being worn on the person of the Insured or carried about.
11. Damage due to confiscation or detainment by the order of any Govt. or any other public authority.
12. Loss or Damage not reported to local Police where the loss occurred, within 24 hours of discovery and a written report is obtained from such authority.
13. Damage or destruction caused by or arising from the leakage, spilling or exploding of liquids, oils or materials of a like nature or articles of a dangerous or damaging nature.

SECTION X – FIDELITY GUARANTEE

The Company will indemnify the Insured against any direct pecuniary loss sustained by any reason of any act of fraud/ dishonesty committed by any Employee of the Insured on or after the date of commencement of this policy and during continuous service with the Insured and discovered during the continuance of this Policy or within one calendar months of the expiration thereof and in the case of death, dismissal or retirement of the Employee within the period the afore stated events shall first happen

Provided Always That:

- i. The liability of the Company shall not exceed
 - a) in respect of any Employee of the Insured the amount of guarantee stated against his name or against the relevant category of Employee in the Schedule.
 - b) in respect of all claims under this Policy the total amount of guarantee
- ii. If this Policy shall be continued in force for more than one period of indemnity or if any liability shall exist on the part of the Company under this Policy and also under any other policy in respect of fraud or dishonesty of the Employee, the liability of the Company hereunder shall not be accumulated or increased thereby but the aggregate liability of the Company during any number of periods of indemnity and for any number of acts of fraud or dishonesty committed by the Employee shall not exceed the amount of guarantee hereunder or the amount of guarantee under any other such policy as aforesaid whichever is greater.
- iii. The Company shall not be liable to pay more than one claim in respect of the acts of any one of the Employees.
- iv. The loss shall have occurred in connection with occupation and duties of the Employee

Exceptions

1. The Company shall not be liable in respect of losses arising elsewhere than in the Territorial Limits stated in the Schedule.

2. The Company shall not be liable for losses not sustained within a retroactive period not exceeding one year from the date of discovery of any such loss (es). It is understood that in such retroactive period the insurance was continuously in force and the Company will not be liable to pay any claim in respect of loss sustained prior to the inception of the original policy. It is further understood that losses which become payable under this clause shall be subject to the terms, conditions, exceptions of the policy in force as on the date of discovery.

Definitions

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

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

Special Conditions

1. On the discovery of any act of default or circumstances which may give rise to a claim, the Insured shall:

a. forthwith give written notice to the Issuing Office of the Company .

b. immediately take all steps to prevent further loss;

c. supply at the request and at its own cost to the Company all such proof, information and other evidence (verified by statutory declaration if so required) relating to the claim as the Company may require.

2. If the Insured is or shall hereafter be guaranteed by any other person, society or company or hold other security or insurance against such loss as is hereby guaranteed, the Company shall only be liable to bear the loss rateable with such person, society or company or securities or insurance.

3. Any money of the Employee in the hands of Insured and any money which but for the Employee's dishonesty would have been due to the Employee from the Insured shall be deducted from the amount otherwise payable under this Policy. Any money recovered after the settlement of any claim shall be the property of the Company, not exceeding however the amount paid by the Company.

4. The Insured shall if and when required by the Company but at the expenses of the Company use all diligence in prosecuting any of the Employee(s) to conviction for any act which such Employee shall have committed and in consequence of which a claim has been made under such Policy and shall at the Company's expense give all information and assistance to enable the Company to sue for and obtain reimbursement from any such Employee by reason of whose acts or defaults a claim has been made or money which the Company shall have become liable to pay in respect thereof.

5. Unless the Company be advised by the Insured and the Company's written approval be obtained the Company shall not be liable hereunder in the event of any change in the nature of the business of the Insured or in the duties and condition of service of the Employee or if remuneration of the Employee be reduced or its basis altered or if the precautions stated by the Insured with regard to accounting be not duly followed or if the Insured shall continue to entrust the Employee with money or goods after having knowledge of any material fact bearing on the honesty of the Employee.

6. If any part of the premium or renewal is based on estimates furnished by the Insured, the Insured shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record. The Insured shall within one month after the expiry of each period of insurance furnish such information as the Company may require. The premium or renewal premium shall thereupon be adjusted and the difference paid or allowed to the Insured

7. If required by the Company, the agent or representative of the Company shall in case of any loss to the Insured be permitted at all reasonable times to examine into the circumstances of such loss and the Insured shall on being required to do so 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 and will in any way assist the Company to ascertain the correctness thereof or the liability of the Company under this Policy.

8. The Company shall be entitled at its own expense and for its own benefit in the name of the Insured to prosecute all claims and exercise all right or action available to the Insured against the Employee in respect of any act insured against in connection with which it may have made payment under this policy and the Insured shall give to the Company all such information and assistance as may be reasonably required for maintaining such claims or rights.

9. For the purpose of identifying Employee in all cases of change of residence or occupation or change of name due notice thereof in writing shall be given by the Insured to the Company.

SECTION XI - PUBLIC LIABILITY

The Company will indemnify the Insured against their legal liability (other than liability under the Public Liability Insurance Act, 1991 or any other Statute based on the doctrine of "No Fault liability") to pay compensation including claimant's costs, fees and expenses anywhere in India, in accordance with Indian Law.

INDEMNITY:

The indemnity only applies to claims arising out of accidents occurring in the insured premises during the period against all sums subject to limit of indemnity chosen by Insured which the Insured shall become legally liable to pay for and/or arising out of Injury and/or Damage but only against claims arising out of or in connection with the business specified in the Schedule and not against claims arising out of or in connection with:-

- (a) Pollution howsoever caused
- (b) Any product.

For the purpose of determining the indemnity granted:

- (a) 'Injury' means death, bodily injury, illness or disease of or to any person;
- (b) 'Damage' means actual and/or physical damage to tangible property;
- (c) 'Pollution' means pollution or contamination of the atmosphere or of any water, land or other tangible property;
- (d) 'Product' means any tangible property after it has left the custody or control of the Insured, which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the Insured but shall not mean food and beverages supplied by or on behalf of the Insured primarily to the Insured's employees as a staff benefit.
- (e) 'Accident' means a fortuitous event or circumstance which is sudden, unexpected and unintentional including resultant continuous, intermittent or repeated exposure arising out of the same fortuitous event or circumstance.

Exclusion:

The Company shall not be liable for

1. 0.25% of the limit of Indemnity for any one Accident subject to a minimum of Rs.25,000/-
2. Any compensation for death of or bodily injury to any member of Insured person's family, partners, managerial staff, employees, contractor's employees or damage to property belonging to or in the custody of or control of Insured or Insured person's family, partner, director, managerial staff, employees and contractor's employees.
3. Injury or Damage caused by or resulting from anything sold, supplied, installed, erected, repaired, altered or treated and/or due to professional advice rendered by the Insured or by any person on behalf of the Insured other than food or beverages sold or supplied by the Insured as a service to the employees or visitors for consumption in the office through Canteen/outside suppliers.
4. Liability arising from use of any motor vehicle or pedal cycle.
5. Liability assumed by the Insured by agreement and which would not have attached in the absence of such agreement.
6. Liability arising out of all personal injuries such as libel, slander, false arrest, wrongful eviction, wrongful detention, defamation etc. and mental injury, anguish, or shock resulting there from;
7. Liability for infringement of plans, copy-right, patent, trade name, trade mark, registered design;

8. Liability arising out of fines, penalties, punitive or exemplary damages or any other damages resulting from the multiplication of compensatory damages.

9. damage to property owned leased or hired or under hire-purchase or on loan to the Insured or otherwise in the Insured's care custody or control other than the

(a) employees' and visitors' clothing and personal effects.

(b) premises tenanted by the Insured to the extent that the Insured would be held legally liable in the absence of any specific agreement.

10. liability more specifically insured elsewhere.

SECTION XII- PERSONAL ACCIDENT

NOW THIS POLICY WITNESSETH that subject to the terms, exclusions, definitions and conditions contained herein or endorsed or otherwise expressed here on the company will pay the Insured as hereinafter mentioned.1. If at any time during the currency of this Policy, the Insured Person shall sustain any bodily injury resulting solely and directly from accident caused by external, violent and visible means, then the Company shall pay to the insured or his legal personal representative(s), as the case may be, the sum or sums hereinafter set forth, that is to say:

(a) If such injury shall within Twelve calendar months of its occurrence be the sole and direct cause of the death of the Insured Person, the Capital Sum Insured (CSI) stated in the Schedule hereto.

(b) If such injury shall within twelve calendar months of its occurrence be the sole and direct cause of the total and Irrecoverable loss of

i) sight of both eyes or 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 one entire hand or one entire foot, the Capital Sum Insured in the Schedule hereto.

ii) Use of two hands or two feet, or of one hand or one foot, or of such loss of sight of one eye and such loss of use of one hand or one foot, the Capital Sum Insured stated in the Schedule hereto.

(c) If such injury shall within Twelve calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of

i) the sight of one eye, or of the actual loss by physical separation of one entire hand or of one entire foot, fifty percent (50%) of the Capital Sum Insured stated in the schedule hereto :

ii) total and irrecoverable loss of use of hand or a foot without physical separation, fifty percent (50%) of the Capital Sum Insured stated in the Schedule hereto.

NOTE: For the purpose of Clause (b) and Clause (c) above, 'physical separation' of a hand means separation at or above the wrist and of the foot at or above the ankle.

d) If such injury shall as a direct consequence thereof, immediately, permanently, totally and absolutely, disable the Insured person from engaging in any employment or occupation of any description whatsoever, then lump a sum equal to hundred percent (100%) of the Capital Sum Insured.

e) In such injury shall within twelve calendar months of its occurrence be the sole and direct cause of the total and/or partial and irrecoverable loss of use or of the actual loss by physical separation of the following, then the percentage of the capital Sum Insured as indicated below shall be payable.
:

		Percentage of Capital Sum Insured

i)	Loss of toes - all	20
	Great - both phalanges	05
	Great one phalanx	02
	Other than great, if more than one toe lost for each	01
ii)	Loss of hearing - both ears	75
iii)	loss of hearing - one ear	30
iv)	loss of four fingers and thumb of one hand	40
v)	Loss of four fingers	35
vi)	Loss of thumb - both phalanges	25
vii)	- one phalanx	10
	Loss of index finger	
viii)	- three phalanges or two phalanges or one phalanx	10
	Loss of middle finger	
ix)	- three phalanges or two phalanges or one phalanx	06
	Loss of nine finger	
x)	- three phalanges or two phalanges or one phalanx	05
	Loss of little finger	
xi)	- three phalanges or two phalanges or one phalanx	04
	Loss of metacarpals - first or second (additional) or third, fourth or fifth (additional)	03

xii) Any other permanent partial disablement Percentage as assessed by the panel doctor of the company

- f. It 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 capital Sum Insured, stated in the Schedule hereto, per week under all policies. Provided that the compensation payable under the foregoing Sub-Clause (f) 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 Capital Sum Insured.

For the purpose of benefits applicable, Table D will cover of above Benefit (a) only, Table C will cover of above Benefit (a) to (d), Table B will cover of above Benefit (a) to (e) and Table A will cover of above Benefit

(a) to (f). The applicable benefits with CSI for the same as more specifically described in the schedule will be considered for any liability under the Policy.

SPECIAL FREE BENEFITS

1) CARRIAGE OF DEAD BODY:

It is hereby agreed that in the event of the death of the Insured Person due to accident, as defined in the Policy, outside his/her residence, the Company shall pay, in addition to the amounts payable under Sub-Clause (a), for transportation of Insured Person's Dead body to the place of residence, a lump sum of 2% of Capital Sum Insured or Rs. 5,000/-, whichever is less.

2) EDUCATION GRANT:

In the event of death or permanent total disablement of the Insured due to an accident as defined, the Policy shall pay as education grant for the dependent children as below:

- (a) If the Insured Person has one dependent child below the age of 25 years, an amount equal to 10% of the CSI subject to a maximum of Rs. 5,000/-.
- (b) If the Insured Person has more than one dependent child below the age of 25 years, an amount equal to 10% of CSI subject to maximum of Rs. 10,000/-

The payment as above will be made alongwith the CSI to the same person/s who is/are entitled to receive CSI.

Provided that if there be any other subsisting personal accident insurance/s covering the Insured Person then the total benefits under this regulation, under all such policies, shall be limited to a maximum of Rs. 5,000/- in case there is one dependent child and Rs. 10,000/- in case there is more than one dependent child. The amount so payable shall be borne by all the policies in proportion to the original sum insured.

EXCEPTIONS

The Company shall not be liable under this Policy for:

1. Compensation under more than one of the foregoing Sub-Clauses in respect of the same period of disablement.
2. Any other payment after a claim under one of the Sub-Clauses (a), (b) or (d) has been admitted and become payable. This would not apply to payments made under medical expenses extension, education grant and expenses for carriage of dead body.
3. Any payment, in case of more than one claim under the Policy, during any one period of insurance by which the maximum liability of the Company in that period would exceed the sum payable under sub-clauses (a) of this Policy. This would not apply to payments made under medical expenses extension, education grant and expenses for carriage of dead body.
4. Payment of weekly compensation until the total amount shall have been ascertained and agreed.
5. Payment of compensation in respect of Death, Injury or Disablement of the Insured (a) from intentional self-injury, suicide, (b) whilst under the influence of intoxicating liquor or drugs (c) 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 or otherwise) in any duly licensed standard type of aircraft anywhere in the world, (d) directly or indirectly caused by venereal

disease/s, AIDS or insanity, (e) arising or resulting from the insured committing any breach of law with criminal intent.

'Standard type of Aircraft' means any aircraft duly licensed by appropriate authority to carry passengers (for hire or otherwise) irrespective of whether such an aircraft is privately owned OR chartered OR operated by a regular airline OR whether such an aircraft has a single engine or multi-engine.

6. Payment of compensation in respect of Death, Injury or Disablement of the Insured person due to or arising out of or directly or indirectly connected with or traceable to: 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 by all kings, princes and people of whatsoever nation, condition or quality.

7. Payment of Compensation in respect of death of, or bodily injury or any disease of illness to the Insured Person.

(a) directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception, combustion shall include any self-sustaining process of nuclear fission.

(b) directly or indirectly caused by or contributed to by or arising from nuclear weapon material. Provided also that the due observance and fulfillment of the terms and conditions of this Policy (which conditions and all endorsements hereon are to be read as part of this Policy) shall so far as they relate to any thing to be done by the insured be a condition precedent to any liability of the Company under this Policy.

8. Pregnancy Exclusion Clause : The Insurance under this Policy shall not extend to cover death or disablement resulting directly or indirectly caused by, contributed to or aggravated or prolonged by child-birth or from pregnancy or in consequence thereof.

CUMULATIVE BONUS

Compensation payable under clauses (a), (b), (c) and (d) of the Policy viz. death, loss of limb(s) or sight and Permanent Total Disablement arising out of accidental injuries shall be increased by 5% thereof in respect of each completed year during which the Policy shall have been in force, prior to the occurrence of an accident for which capital sum becomes payable but amount of such increase shall not exceed 50% of the Capital Sum Insured stated in the Schedule herein. This Cumulative Bonus is applicable to CSI which is renewed continuously.

This clause shall not in any way alter the annual character of the Insurance nor the right of the Company to decline to renew or to cancel this Policy as hereinafter provided.

The earned Cumulative Bonus will not be lost if the Policy is renewed within 30 days after its expiry.

CONDITIONS

1. Upon the happening of any event which may give rise to a claim under this Policy, written notice with full particulars must be given to the Company immediately. In case of death, written notice also for the death must, unless reasonable cause is shown, be so given before internment, cremation and. In any case, within one calendar month after the death, and in the event of loss of sight or amputation of limbs, written notice thereof must also be given within one calendar month after such loss of sight of amputation.
2. Proof satisfactory to the Company shall be furnished of all matters upon which a claim is based. Any Medical or other agent of the Company shall be allowed to examine the insured person on the occasion of

any alleged injury or disablement when and so often as the same may reasonably be required on behalf of the company and in the event of death, to make a post-mortem examination of the body of the insured. Such evidence as the Company may from time to time require shall be furnished and a post-mortem examination report, if necessary, be furnished within the space of fourteen days after demand in writing and in the event of a claim in respect of loss of sight the Insured shall undergo at the insured's expense such operation or treatment as the Company may reasonably deem desirable. Provided that all sums payable hereunder shall be payable.

- i) In case of death or permanent total disablement only after deleting by an endorsement the name of the insured person in respect of whom such sum shall become payable without any refund of premium.
- ii) In case of Permanent Partial Disablement (PPD) only after reduction by an endorsement of CSI by the amount admissible under the claim in respect of the Insured Person and
- iii) In case of Temporary Total Disablement (TTD) upon termination of such disablement.

No sum payable under this policy shall carry interest.

- 3. The Company shall not be liable to make any payment under this policy in respect of any claim if such claim be in any manner fraudulent or supported or supported by any fraudulent statement or device, whether by the insured or by any person on behalf of the insured.
- 4. (a)The insured shall give immediate notice to the company of any change in the business or occupation of the insured person.

(b)The insured shall, on tendering any premium for the renewal of this Policy, give notice in writing to the company of any disease, physical defect or infirmity with which he has become affected since the payment of last preceding premium.
- 5. This Policy may be renewed by mutual consent every year and in such event the renewal premium shall be paid to the Company on or before the date of expiry of the Policy or of the subsequent renewal thereof. The Company shall not, however, be bound to give notice that such renewal premium is due.
- 6. The Company may at any time, by notice in writing, determine this Policy provided that the Company shall in that case return to the insured the then last paid premium less a pro-rata part thereof for the portion of the current insurance period which shall have expired. Such notice shall be deemed sufficiently given if posted and addressed to the insured at the address last registered in the Company's books and shall be deemed to have been received by the insured at the time when the same would be delivered in the ordinary course of post. **OR** the policy may be canceled at any time by the insured by a notice in writing under a certificate of posting or a Registered. A. D. Such notice shall be deemed to be effective from the date of dispatch of the same by the insured. **PROVIDED** no claim has arisen under the within mentioned Policy prior to the dispatch of such notice by the insured to the company, the insured would be entitled to the return of premium less premium at company's short period rates for the period the policy has been in force.
- 7. The Company shall not be bound to take notice or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this Policy but the receipt of the insured or his legal personal representatives shall in all cases be an effective discharge to the Company.
- 8. If any dispute or difference shall arise to the quantum to be paid under the policy liability being otherwise admitted such difference shall independently all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to of 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 award by such arbitrator/arbitrators of the amount of the loss or damage shall be first obtained.

It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the insured for any claim hereunder and such claim shall not within 12 calendar months from the date of such disclaimer have been made the subject matter of a suit in a court of Law, the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

9. Electronic Transactions

The Insured agrees to adhere to and comply with all such terms and conditions as the Company may prescribe from time to time, and hereby agrees and confirms that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleservice operations (whether voice, video, data or

combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of the Company, for and in respect of the Policy or its terms, or the Company's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the Company's terms and conditions for such facilities, as may be prescribed from time to time.

SECTION XIII- ADD-ON COVERS

1) PURCHASE PROTECTION POLICY

Covers any loss of or damage to any new item, excluding stock in trade, belonging to the Business of the Insured within the insured premises specified in the Schedule, purchased during the currency of the policy period by operation of a peril insured under Fire & Burglary Sections of the Policy for 90 consecutive days from the date of purchase or till the policy expiry date whichever is earlier;

Further, if the insured chooses to inform the Company in writing within 90 days of date of purchase and pays the Company additional premium due for insuring the purchased item and/or stock covered under Fire & Burglary Sections, then such purchased items and/ or stock shall be held covered for remaining period of the policy (i.e., balance period after the expiry of the 90 days from the date of purchase) as well as the sum insured under this section will be restored till the expiry of the policy period.

Conditions applicable to Purchase Protection Cover:

1. a) The insured must take all reasonable steps to protect and maintain all the items insured under the policy and protect them against any loss or damage.

b) In the event of a claim, the insured shall submit conclusive proof of purchase in respect of the new items claimed to be lost or damage covered under Fire & Burglary Sections

The liability of the Company shall not exceed- the actual net amount paid by the insured as per the sale receipt, credit invoice or the sum insured under this extension, whichever is less,

c) Where the purchased item is part of a pair or set, the Company shall be indemnify no more than the value of the particular part lost, damaged or destroyed regardless of any special value that the item may have by way of being part of such pair or set.

d) If the Sum Insured is less than the amount required to be insured as per provision –titled “Sum Insured” herein above, 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.

2. All sums which may from time to time be paid by way of indemnity under this coverage section in any one Period of Insurance shall be deducted from the Limit of Indemnity so that in case of any subsequent event giving rise to a claim occurring during the same period the total amount payable during that period by the Company shall not in any case exceed the sum insured under this coverage section.
3. For any liability to become payable under Purchase Protection Extension, the liability must have been admitted by the Company and covered under Fire & Burglary Sections of the within mentioned Policy.

Exclusions:

The Company shall not be liable in respect of any loss or damage to/ by:

1. Being the first amount shown in the Schedule as the Excess or Deductible as per either the coverage under Fire & Burglary section respectively as the case may be for in respect of each and every claim.
2. Computer software or intangible items
3. Animal and/ or plant life
4. Consumable or perishable items (including but not limited to food, drugs, fuel or oil.
5. Any motorized vehicle and/ or their integral parts and installed accessories.
6. Second hand items including antiques.
7. Real estate and fixed or movable fixtures and fittings, which are intended to form part of any real estate.
8. Normal wear and tear or damage arising from inherent defect in the purchased item
9. Disappearance of the purchased items in circumstances, which cannot be explained by the insured to the Company's reasonable satisfaction.
10. Confiscation by authorities
11. Fraud or abuse or deceit.
12. Consequential loss or damage or punitive damage.
13. Any event that is intentionally caused by insured
14. Goods whilst being transported under a freight agreement or by postal or courier service.
15. Goods being left unattended in a public place or unlocked car or in an unattended car overnight.
16. Terms, conditions and Exclusions as mentioned under coverage Section I & II of the Policy.

2) FOOD AND BEVERAGE EXTENSION

Covers all sums, which the Insured shall become legally liable to pay consequent upon any injury and/ or damage arising out of poisoning by foreign or deleterious matter in food, beverages and/or any edible item supplied by or on behalf of the Insured, provided always that the Insured shall take every possible steps to prevent supply of any food, beverage or edible item, which are not in good condition or free from contamination or not fit for human consumption. The Company shall not be liable for any injury or Damage due to any pandemic and/ or epidemic such as avian flu, SAARS.

The benefit under this Extension will be limited to % of any one Accident Limit mentioned in the Schedule for any one claim or series of claims arising from one originating cause. And per person limit will be % of Food and Beverage extension limit subject to a maximum of Rs. per person. The

Food and Beverage Extension will be over and above the Aggregate Limit mentioned in the Schedule of the Policy.

CONDITIONS APPLICABLE TO FOOD & BEVERAGE EXTENSION

- a. Proper and satisfactory housekeeping as per the standard practices.
- b. Quality Control & Quality Check as per standard practices.
- c. Standard procurement procedure
- d. The Company reserves the right to inspect the standard of housekeeping at any point of time during the Policy period.

3) CARE, CONTROL & CUSTODY EXTENSION

Covers all sums, which the Insured shall become legally liable to pay consequent upon any injury and/ or damage to the valuable of the residents/ bona fide guests while such valuables are in the care, control and custody of the Insured in the premises mentioned in the Schedule, provided always that the valuables shall be kept in the strong room/ cloak room maintained by the insured for safe keeping and Insured maintains proper records showing the items deposited therein by each resident/ bona fide guest. However, the Company shall not be liable for items like money, securities, documents, credit/ debit cards, plans.

The benefit under this Extension will be limited to % of any one Accident Limit mentioned in the Schedule for any one claim or series of claims arising from one originating cause. And per person limit will be % of The Care, control & custody Extension limit subject to a maximum of Rs. per person. The Care, control & custody Extension will be over and above the Aggregate Limit mentioned in the Schedule of the Policy. However, this benefit is subject to the following warranties:

- a. A detailed and standard procedure laid down for receipt, security, delivery of the clients' goods.
- b. The Insured to provide the make model, serial number of the safe /strong room at the time of proposal.

4) EXTRA FACILITIES EXTENSION

Covers all sums, which the Insured shall become legally liable to pay consequent upon any injury or Damage arising out of use of the facilities viz., Lift, Swimming Pool, Spa, Gymnasium, Salon, Valet Parking arising out of accidents (including accidents arising out of contamination of water) in the Insured premises.

The benefit under this Extension will be limited to % of any one Accident Limit mentioned in the Schedule for any one claim or series of claims arising from one originating cause. And per person limit will be % of The Extra Facilities Extension limit subject to a maximum of Rs. per person. The Extra Facilities Extension will be over and above the Aggregate Limit mentioned in the Schedule of the Policy. However, this benefit is subject to the following warranties:

- a. The facility must be maintained in a hygienic condition with regular cleaning and maintenance by properly trained and qualified attendants, trainers or operators.
- b. The materials used are proper and free of defects.
- c. Proper and satisfactory arrangement of Sanitary.
- d. Qualified and adequate life guard/ instructor/ attendant/ trainer are on duty when the facilities are in use.

EXCLUSIONS APPLICABLE TO EXTRA FACILITIES EXTENSION

It is agreed that no coverage will be provided by this Policy shall apply to any injury or Damage for which the Insured is held liable for:

- A. As a person or organization engaged in the business of manufacturing, distributing, selling or servicing alcohol beverages, by reason of the selling, servicing or giving of any alcohol beverage:
 - a. In violation of any statute, ordinance or regulation;
 - b. To a minor, as defined by law;
 - c. To a person under the influence of alcohol, or
 - d. Which causes or contributes to the intoxication of any person; or
- B. If not so engaged as an owner or lessor of premises used for such purposes, by reason of the selling, servicing or giving of any alcohol beverage in violation of any statute, ordinance or regulation.

5. MONEY AT TILL/COUNTER

- 1. Covers any loss of Money occasioned by holdup, robbery during the business hour belonging to the business of the insured lying in the till and or counter within the insured premises specified in the schedule ;
- 2. Covers any reimbursement for reasonable cost of repairs to the till and or counter securing money subject to 20% of admissible claim of Rs 10000/- whichever is less. Liability for this clause is subject to liability being admitted by the insurance company under Money Section of this Policy.

CONDITIONS APPLICABLE TO MONEY AT TILL/COUNTER

- a) All money not paid out on the day on which it is received from the bank is secured in a locked cash box, safe or strong room after business hour.
 - b) A complete record of the amount of money be kept in a secure place other than in any of the said safe and that the liability of the company will be limited to the amount of the money shown by such record at the time of the loss but not exceeding in all the limits as set out in the schedule here to.
 - c) The Insured shall take all ordinary and reasonable precautions for the safety of the money.
 - d) cash boxes or till drawers after business hours to be kept with their contents in a safe or strong room.
 - e) Till , cash box , safe or strong room keys or duplicates thereof at all times be kept away from the portion of the premises in which such safe or strong room is situate and always out of sight of the public.
 - f) the premises if left unattended.
 - i) all locks , bolts and other protective devices are in full operation and the premises fully secured.
 - ii) all keys including those relating to till , cash boxes , safes or strong rooms and notes of combination locks to safes or strong rooms are removed from the premises .
 - iii) the room in which Money is kept is also securely locked.
- 2. If at the time of any loss or damage happening to any property hereby Insured there be any other subsisting insurance, whether effected by the Insured or by any other person or persons covering the same property, this Company shall not be liable to pay or contribute more than its ratable proportion of such loss damage.
 - 3. All sums which may from time to time be paid by way of indemnity under this Policy in any one period of insurance shall be deducted from the Limit of Indemnity so that in case of any subsequent event giving rise to a claim occurring during the same period the total amount payable during that period by the company shall not in any case exceed the Limit of indemnity.

EXCLUSIONS APPLICABLE TO MONEY AT TILL/COUNTER

The company shall not be liable in respect of any loss:

1. Of Money in transit.
2. Due to robbery, theft, fraud , dishonesty or collusion by any employee or agent of the Insured ,
3. Or damage insured by any other policy or policies except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this insurance not existed;
4. arising out of shortage due to clerical or accounting errors , admissions , depreciations or direct indirect consequential loss of any kind ,
5. occurring elsewhere than within the premises specified in the policy;
6. on premises which of the time are closed unless the Money is in a locked till cash box or safe or strong room and all openings (including all doors leading to the safe or strong – room) of the premises are fully secured ;
7. from a till and or counter following use of its key(s) or any duplicate thereof belonging to the Insured unless this has been obtained by threat or by violence to the person in custody of the key(s);
8. of money whilst unattended.
9. due to the use of counterfeit Money;
10. occasioned by loot , sack, spillage or pilferage.
11. Resulting from the insured's voluntarily parting with Money or induced to do so by deception.
12. Being the first amount shown in the schedule as the Excess or Deductible in respect of each and every claim;

5. ATM WITHDRAWAL PROTECTION

Covers loss of Money occasioned by holdup, robbery, mugging up to a maximum of rupees as stated in the schedule during the period of insurance (herein often referred to as total Sum Insured), belonging to the Business of the Insured whilst such Money has been withdrawn from an automated Teller Machine is in transit to the insured premises as mentioned in the Schedule.

CONDITIONS APPLICABLE TO ATM WITHDRAWAL PROTECTION

1. The liability of the company shall not exceed Rs. 25,000/- or Sum Insured whichever is lower in any one incidence of claim.
2. The money must be withdrawn only by the owner(s)/ director(s) of the firm.
3. The route taken to reach the insured premises shall be the usual and the shortest route.
4. Reasonable care/ precaution will be taken to avoid transit through/ routes which are susceptible to robbery, burglary, theft or mugging.
5. The cover shall cease to operate once the money reached the insured premises.
6. All sums which may from time to time be paid by way of indemnity under this rider in any one period of Insurance shall be deducted from the Total Sum Insured so that in case of any subsequent event giving rise to a claim occurring during the same period the total amount payable during that period by the company shall not in any case exceed Total Sum Insured.

EXCLUSIONS

The company shall not be liable in respect of any loss;

1. Occurring elsewhere than within the Geographical Area specified in respect of the insured transit unless declared and agreed by the Company.
2. Of Money whilst unattended or from unattended vehicles.
3. Due to the use of counterfeit Money ;

4. If, unless agreed in writing by the company , the Money while being transported is not in a carrying case specifically designed to carry money
5. If, unless agree in writing by the company , the money is consigned to any person ,(other than any full time employee of the insured in employment of the Insured under on express contact of employment) agency or organization engaged in the transportation of money for third parties .
6. Due to robbery , theft , fraud ,dishonesty or collusion by any employee or agent of the Insured;
7. Or damage insured by any other policy or policies except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this insurance not existed.
8. Arising out of shortage due to clerical or accounting errors , emissions , depreciation or direct or indirect consequential loss of any kind ;
9. Any loss of money occasioned by technical failure of the ATM machine
10. Occasioned by loot , sack, spillage or pilferage
11. Resulting from the Insured's voluntarily parting with or induced to do so by deception.
12. Loss due to or contributed to by Insured or Insured's agents having caused or done anything whereby the risk insured against were unnecessarily increased
13. Being first amount shown in the schedule as the excess or deductible in respect of each claim.

7. ACT OF GOD RIDER

Covers all sums, which the Insured shall become legally liable to pay consequent upon any injury and/or damage arising out of Act of God perils, namely earthquake, earth tremor, volcanic eruption, flood, storm, tempest typhoon, hurricane tornado, cyclone or other similar convulsions of nature and atmospheric disturbance

Subject to the % of limit of indemnity not exceeding of the overall aggregate limit mentioned in the schedule of the policy and per person limit of amount which shall form the part of overall limit as mentioned in the schedule of the policy

EXCLUSIONS APPLICABLE TO ACT OF GOD RIDER

- Loss or damages arising out of willful or intentional non compliance of any statutory provisions
- Fines , penalties , punitive, and or exemplary damages

GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS

The Company shall not be liable to indemnify under any section of this policy any direct or indirect loss/damage or liability or expenses howsoever caused on account of the following unless specifically provided in any of the sections:

- 1) Liability arising out of violation of any Rules and Regulation of the Govt. or Statutory authorities.
- 2) Loss or damage directly or indirectly, proximately or remotely occasioned by or which arises out of or in connection with war, invasion, act of foreign enemy, hostilities or civil war, rebellion, revolution, insurrection, warlike operation (whether war be declared or not), usurped power or civil commotion or loss or pillage in connection therein or confiscation or detention by the order of any Government or public authority.
- 3) 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 exclusion an act of terrorism means an act, including but not limited to the use of force or 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. (A uniform definition of terrorism is used throughout this document)

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

- 4) Loss or damage arising due to delay/improper packaging.
- 5) Any loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss and any legal liability of whatsoever nature directly or indirectly, caused by or contributed to by, or arising from ionizing radiation or contamination by radioactivity from any source whatsoever.
- 6) Any accident, loss, destruction, damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
- 7) Liability arising due to martial law or state of seizures or any of the event or cause which determines the proclamation or maintenance of martial law or state of seizure
- 8) Loss or damage wear and tear, depreciation, gradual deterioration/ development of flaws, atmospheric or climatic condition.
- 9) Loss or damage caused by or arising out of willful act/gross negligence of the insured.
- 10) Loss of or damage to any Property insured under this Policy in the event of non-cooperation, misrepresentation, mis description or non-disclosure in any material particular or if a claim be fraudulent or any fraudulent means or devices be used by the Insured or any one acting on his behalf to obtain any benefit under this Policy.

CONDITIONS APPLICABLE TO ALL SECTIONS

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

- 1) The Insured shall take all reasonable steps to safeguard the Property insured against any loss or damage. The Insured shall exercise reasonable care that only competent employees are employed and shall take all reasonable steps to prevent all accidents and shall comply with all statutory or other regulations.
- 2) The Company shall have free access to inspect any Property insured and the books of accounts of the Insured. If at any time any event shall occur materially affecting the risks insured hereunder the Insured shall give notice in writing to the Company immediately,
- 3) In the event of any occurrence which may give rise to a claim for indemnity under the Policy the Insured shall give notice thereof to the Company in writing. Every letter, claim, summons and legal process pertaining to the coverage offered under this Policy and the Property insured covered hereunder shall be notified or forwarded to the Company immediately.

Notice shall also be given to the Company immediately after the Insured shall have knowledge of any impending prosecution, inquest or enquiry in connection with any such occurrence as aforesaid. In case of claim or generally, the Company may be contacted at the following address:

SHRIRAM GENERAL INSURANCE COMPANY LIMITED

E-8, EPIP, RIICO, Sitapura, Jaipur

- 4) The Insured shall not admit any liability or make payment of or negotiate any sum without the consent in writing of the Company. The Company shall be entitled if it so desires to take over and conduct in the name of the Insured the defense or settlement of any claim or to prosecute in the name of the Insured at its own expense and for its own benefit any claim in the name of Insured for its own benefit in pursuance of any remedies to which the Company shall be or would become entitled or subrogated upon its indemnifying the Insured and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.
- 5) The Company may after admission of liability pay to the Insured/third party the maximum indemnity amount on receiving the documentary evidence and thereafter the Company shall not be under further

liability in respect of such occurrence except for the payment of costs and expenses of litigation incurred prior to the date of payment.

6) In the event of a claim, if there exists any other policy in favor of the Insured for the same subject matter of insurance, the Company shall not pay more than its rateable proportion of such claim.

7) The Policy may be canceled at any time by giving 15 days notice by means of registered letter from the Company to the Insured's last known address and in such event the Company will refund pro-rata premium for the unexpired period of the Policy. The Policy may also be canceled by the Insured by giving 15 days notice in writing to the Company in which event the Company shall cancel the Policy and refund the premium at short period scale subject to 'No Claim' under the Policy during the period of insurance.

SHORT PERIOD SCALE

Policy Period Required	% of Annual Rate
Not exceeding 1 week	10 % of Annual Rate
Not exceeding 1 month	25 % of Annual Rate
Not exceeding 2 months	35 % of Annual Rate
Not exceeding 3 months	50 % of Annual Rate
Not exceeding 4 months	60 % of Annual Rate
Not exceeding 6 months	75 % of Annual Rate
Not exceeding 8 months	85 % of Annual Rate
Exceeding 8 months	Full Annual Rate

8) If any dispute or difference shall arise as to the quantum to be paid under the Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of an arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration the same shall be referred to the 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 in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (with amendments, modifications and statutory re-enactments, if any, being applicable)

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 award by such arbitrator/arbitrators of the amount of the loss or damage shall be first obtained.

It is also further expressly agreed and declared that if the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within 12 calendar months from the date of such disclaimer have been made the subject matter of a suit in the court of law, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

9) The Company shall not be liable to make any payment under this Policy in respect of any claim if such claim shall be in any manner fraudulent or supported by any statement or device whether by the Insured or by any person on behalf of the Insured if the insurance have been continued in consequence of any material mis-statement or non-disclosure of any material information by or on behalf of the Insured.

10) It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within 12 calendar months from the date of such disclaimer have been made the subject matter of a suit in a court of law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

11) No claim shall be payable under this Policy unless the cause of action arises in India and the liability to pay claim established against the Insured in any Indian court. It is further agreed and understood that only Indian Law shall be applicable to any such action however, in case the liability is otherwise clear on the basis of evidence produced by the Insured, the Company may entertain the claim without reference to a court of law.

12) The Company shall be entitled in the name of the Insured to have absolute conduct and control of all or any proceedings that it considers necessary for the purpose of tracing and recovering any Property insured lost or of securing reimbursement in respect of Property insured 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 Property insured being recovered, it

shall be imperative upon the Insured to refund to the Company such a proportion of the sum allowed by way of compensation as the amount recovered bears to the total amount of Property insured lost.

13) The Proposer understands that if a proposal has been completed for this insurance, then the statements and all particulars provided in such proposal, and any attachments thereto, are material to the insurance company's decision to provide this insurance. The applicant further understands that the insurance company will, in its sole discretion, issue this Policy in reliance upon the truth of such statements and particulars.

THIS POLICY SHALL BE VOIDABLE AT THE OPTION OF THE COMPANY IN THE EVENT OF MISREPRESENTATION, MIS-DESCRIPTION OR NON-DISCLOSURE OF ANY MATERIAL PARTICULAR BY THE INSURED. ANY PERSON WHO, KNOWINGLY AND WITH INTENT TO DEFRAUD THE INSURANCE COMPANY OR OTHER PERSONS, FILES A PROPOSAL FOR INSURANCE CONTAINING ANY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT WHICH WILL RENDER THE POLICY VOIDABLE AT THE INSURANCE COMPANY'S SOLE DISCRETION AND RESULT IN A DENIAL OF INSURANCE BENEFITS.

IF A CLAIM IS IN ANY RESPECT FRAUDULENT, OR IF ANY FRAUDULENT OR FALSE PLAN, SPECIFICATION, ESTIMATE, DEED, BOOK, ACCOUNT ENTRY, VOUCHER, INVOICE OR OTHER DOCUMENT, PROOF OR EXPLANATION IS PRODUCED, OR ANY FRAUDULENT MEANS OR DEVICES ARE USED BY THE INSURED, POLICYHOLDER, BENEFICIARY, CLAIMANT OR BY ANYONE ACTING ON THEIR BEHALF TO OBTAIN ANY BENEFIT UNDER THIS POLICY, OR IF ANY FALSE STATUTORY DECLARATION IS MADE OR USED IN SUPPORT THEREOF, OR IF LOSS IS OCCASIONED BY OR THROUGH THE PROCUREMENT OR WITH THE KNOWLEDGE OR CONNIVANCE OF THE INSURED, POLICYHOLDER, BENEFICIARY, CLAIMANT OR OTHER PERSON, THEN ALL BENEFITS UNDER THIS POLICY ARE FORFEITED.

14) PROHIBITION OF REBATES (Section 41 of Insurance Act 1938)

(i) No person shall allow or offer to allow, either directly or Indirectly as an Inducement to any person to take out or renew or continue an insurance In respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing or continuing a policy accept rebate except such rebate as may be allowed In accordance with the published prospectus or tables of the insurer.

(ii) Any person making default in complying with the provisions of this Section shall be punishable with fine which may extend to five hundred rupees.

15) The Company shall be entitled to take over and conduct in the name of Insured the defense or settlement of any claim in the name of Insured for its own benefit in pursuance of any remedies to which the Company shall be or would become entitled or subrogated upon its indemnifying the Insured. The Company shall have full discretion in conduct of any proceedings and in settlement of any claim and the Insured shall give all such assistance and information as the Company may require.

16) The claim will be paid for the occurrences specified in each Section within the Policy period only.

17) Average

If the property hereby insured 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 of the Policy shall be separately subject to this Condition.

18) Cover under this policy shall cease to attach:

a) if the Insured shall cause or suffer any material alteration to be made in the premises or anything to be done whereby the risk is increased;

b) to any property the interest of the Insured in which shall pass from the Insured otherwise than by will or operation of law; unless, in every case, the consent of the Company to the continuance of the insurance thereon is obtained and signified on the policy.

19) The Company shall not be bound to accept renewal of this policy or give notice that such is due.

20) Any person who has a grievance against the Company, may himself or through his legal heirs make a complaint in writing to the Insurance Ombudsman in accordance with the procedure contained in The Redressal of Public Grievance Rules, 1998 (Ombudsman Rules). Proviso to Rule 16(2) of the Ombudsman

Rules however, limits compensation that may be awarded by the Ombudsman, to the lower of compensation necessary to cover the loss suffered by the insured as a direct consequence of the insured peril or Rs. 20 lakhs Rupees Twenty Lakhs Only) inclusive of ex-gratia and other expenses. A copy of the said Rules shall be made available by the Company upon prior written request by the Insured.

STATUTORY NOTICE: INSURANCE IS THE SUBJECT MATTER OF THE SOLICITATION