

## Shopkeeper's Insurance Policy

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### 1 RECITAL CLAUSE

Whereas the Insured named in the Schedule hereto (hereinafter called the “Insured”) by a proposal and declaration which shall be the basis of this contract and be deemed to be incorporated herein has applied to National Insurance Company Limited (hereinafter called “The Company”) for the insurance hereinafter contained and has paid the premium stated in the said schedule as consideration for such insurance during the period stated in the said schedule.

### 2 OPERATIVE CLAUSE

The Company hereby agrees subject to the terms and conditions contained herein or endorsed or otherwise expressed hereon to indemnify the insured and/ or covered Insured Persons against loss of or damage to property or liability incurred or bodily injury sustained due to accident by the covered persons during the policy period and subsequent renewals wherever granted by the Company as detailed covered in the respective Sections.

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 each Sub-Section of the Schedule.

### 3 GENERAL CONDITIONS (Applicable to all the sections except Section I)

The following Conditions apply to the entire Policy in general. In case a similar Condition is mentioned specific to any Section, the same shall have precedence over the General Condition in case of any discrepancy.

#### 3.1. Communication

Every notice and communication to the Company required by this policy shall be in writing and be addressed to the Policy issuing office of the Company at the address mentioned in the schedule. The Company shall communicate to the Insured at the address mentioned in the schedule.

#### 3.2. Disclosure of Information

The policy shall be void and all premium paid thereon shall be forfeited to the Company in the event of misrepresentation, misdescription or non-disclosure of any material fact by the Policyholder.

#### 3.3. Reasonable Care:

The insured shall take all reasonable care to safeguard the property insured against accident, loss or damage, employ only competent employees and shall comply with all statutory or other regulations.

The insured shall observe all manufacturers' instructions concerning:

- i) the inspection of machinery, plant and equipment apparatus.
- ii) the safety of persons and property.

#### 3.4. Claim Procedure:

**Notice:** On happening of any loss or damage covered under the Policy the insured shall forthwith,

- i) Give immediate notice thereof to the Company,
- ii) Report to the Police and take all practicable steps to apprehend the guilty person or persons and to recover the property lost
- iii) Forward to the Company forthwith every written notice or information of any verbal notice of claim

**Submission of Claim:** After Notice, the Insured shall within 14 days from the loss or damage or such further time as the Company may in writing allow in that behalf deliver to the Company at his own expense detailed particulars as the Company may reasonably require:

- a) Claim in writing detailing the loss or damage together with such explanation and evidence to substantiate the claim.
- b) Particulars of all other insurance, if any, covering the same loss.
- c) Any writ, summons or other legal process issued or commenced against the Insured and shall give all necessary information and assistance to enable the Company to settle or resist any claim or to institute proceedings.
- d) Any other details/ documents as required by the Company.

#### Disclaimer of Liability

- i) The Company shall not be liable for any loss or damage after the expiry of 12 months from the happening of the loss or damage unless the claim is the subject of pending action of Arbitrator;
- ii) It being 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 insured subject matter of a suit in a court of law, then the claim shall be for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

#### 3.5. Indemnity:

The Company may at its option reinstate, replace or repair the property or premises lost or damaged or any part thereof instead of paying the amount of loss or damage or may join with any other insurer in so doing but the Company shall not be bound to reinstate

exactly or completely but only as circumstances permit and in reasonable sufficient manner and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of occurrence of such loss or damage or more than the sum insured by the Company thereon.

**3.6. Contribution:**

If at the time of any loss or damage happening to any property hereby insured there be any other subsisting insurance or 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 or damage or liability.

**3.7. Average (Applicable to Sections II, IV, V & VI)**

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.

**3.8. Subrogation:**

The insured and any claimant under this policy shall at the expense of the Company do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon the Company paying for or making good any loss or damage under this policy whether such acts and things shall be or become necessary or required before or after the insured's indemnification by the Company.

**3.9. Fraud:**

If any claim under this policy shall in any respect be fraudulent or if any fraudulent means or devices are used by the insured or anyone acting on the insured's behalf to obtain any benefit under this policy, all benefits and rights under this policy shall be forfeited.

**3.10. Cancellation:**

The Company may at any time, cancel this policy by giving seven (07) days' notice in writing by registered post or by courier to the Insured at his last known address in which case the Company shall return to the Insured a proportion of the last premium corresponding to the un-expired period of insurance.

The Insured may also give 7 days' notice in writing to the Company for the cancellation of this policy in which case the Company shall retain the premium for the period this policy has been in force at the Company's short period scale as under provided no claim has been admitted under any of the section covered under this policy, no refund will be payable to the insured:

**Short Period Scale**

<b>Period of Risk</b>	<b>Premium to be retained by the Company</b>
Upto one month	25% of annual premium
Upto three months	50% of annual premium
Upto six months	75% of annual premium
Exceeding six months	100%

**3.11. Arbitration**

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 decision of a sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

It is clearly agreed 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.

**3.12. Observance of Terms and Conditions:**

The due payment of premium and observance and fulfillment of the terms, conditions and endorsement of this policy by the insured shall be a condition precedent to any liability of the Company to make any payment under this policy. No waiver of any terms, provisions, conditions and endorsement of this policy shall be valid unless made in writing and signed by an authorized official of the Company.

**3.13. Renewal Notice:**

The Policy may be renewed on mutual consent. The Company shall not be bound to give renewal notice.

**4 GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS (except Section I)**

The following Exclusions apply to the entire Policy in general. Exclusions mentioned specific to any Section, shall apply in addition to the following and have precedence over the General Exclusions in case of any discrepancy.

**4.1. Terrorism:**

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 sequence to the loss, **unless otherwise specifically included.**

*(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 organization(s) or government(s) committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the Public or any section of the public in fear.)*

#### **4.2. War and Allied Perils:**

Covered Loss as described in the policy whether direct or indirect arising from War, War like operations, Invasion, Act of foreign enemy, Hostilities (whether war be declared or not), Civil War, Rebellion, Revolution, Insurrection, military or usurped power or Civil commotion, Seizure, Capture, Confiscation, Arrests, Restraints and Detainment by the order of any Government or any other authority. In any action suit or other proceedings where the Company alleges that by reason of the above provisions any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the insured.

#### **4.3. Radioactivity;**

Any covered loss, destruction or damage whatsoever or any loss or expense whatsoever or resulting or arising therefrom or any consequential loss and any legal liability whatsoever nature directly or indirectly caused by or contributed to, by or arising from ionizing radiation, Nuclear Weapon Materials or contamination by radioactivity from any source whatsoever.

#### **4.4. Consequential Loss:**

- i) Consequential loss or legal liability of any kind other than as covered as specifically in the policy.
- ii) Loss of earnings except as specifically covered in the policy.
- iii) Loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.

#### **4.5. Normal Use Loss:**

Deterioration of or wearing away or wearing out any part of any insured machine, assets or articles caused by or naturally resulting from:

- i) Normal use or exposure and wear and tear.
- ii) Any loss due to the process of cleaning, improper handling, dismantling, fitting, adjustment, repair, alteration, renovation and restoration.
- iii) Modification not approved by the makers/manufacturers and/or agents of makers/manufacturers.
- iv) Use of such property contrary to the directives of the makers/manufacturers and/or their agents.
- v) Scratching, cracking and/or denting.

#### **4.6. Policy Excess:**

Policy Excess applicable in the policy under various sections, and mentioned in the Schedule.

#### **4.7. Negligence/Willful Act:**

Loss damage and/or liability caused by or arising out of the willful act or willful neglect or gross negligence of the insured or his responsible representatives or employees.

#### **4.8. Requisition/Confiscation:**

Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation commandeering or requisition by any lawfully constituted authority.

#### **4.9. Illegal Activities**

Loss or damage arising due to carrying out of illegal activity or any kind of unlawful act, violation of any Rules and Regulations of the Govt. or statutory authorities.

### **5 COVERAGE:**

#### **5.1 SECTION – I : Shop Building and Content Cover (as per National Bharat Sookshma Udyam Suraksha)**

##### **Clause A. This Policy and the Insurance Contract**

**1. Your Policy:** This Policy is a contract between You and Us as stated in the following:

- a. This Policy document,
- b. The Policy Schedule attached to this Policy document,
- c. Any Endorsement attached to and forming part of this Policy document,
- d. Any Add-on to this Policy that You may have purchased from Us,
- e. The proposals and all declarations made by You or on Your behalf.

**2. To whom this Policy is issued and what it covers:**

- a. This Policy is issued to You and covers Your Insured Property relating to Your Business as mentioned in the Policy Schedule, where the total value at risk across all insurable asset classes at one location is not exceeding ₹ 5 Crore (Rupees Five Crore only) at the policy Commencement Date.
- b. Provided, if the value at risk for all Insurable Assets exceeds ₹ 5 Crore during the Policy Period, this policy shall, on expiry, be replaced by the applicable policy.

- c. If more than one person is insured under this policy, each of You is a joint policyholder. Any notice or letter We give to any of You will be considered as given to all of You. Any request, statement, representation, claim or action of any one of You will bind all of You as if made by all of You.
- d. If You have mortgaged, pledged or hypothecated any Insured Property with a Bank, the Policy Schedule will show an 'Agreed Bank Clause' and the name of such Bank. The terms and conditions of this arrangement will be added to the Policy as an additional Clause.

**3. The Policy Schedule:** The Policy Schedule is an important document about Your insurance cover. It contains:

- a. Your personal details,
- b. the Policy Period,
- c. the description of Your Insured Property,
- d. the total Sum Insured, the Sum Insured for each cover, or for each block, set or category of Insured Property, and its limits and sub-limits for each and every location,
- e. the insurance covers You have purchased,
- f. the premium You have paid for these insurance covers,
- g. add-on covers opted by You,
- h. other important and relevant aspects and information.

**4. Special meaning of certain words:** Words stated in the table below have a special meaning throughout this Policy, the Policy Schedule and Endorsements. These words with special meaning are stated in the Policy with the first letter in capitals.

<b>Word/s</b>	<b>Specific meaning</b>
<b>Agreed Value</b>	An amount agreed between You and Us at the Policy Commencement Date for items the value of which cannot be ascertained.
<b>Bank</b>	A bank or any financial institution
<b>Building</b>	Any building or structure in Your Premises, where You carry on Your Business. It includes: <ul style="list-style-type: none"> <li>a. Basement (if any), all fixtures and fittings permanently attached to the floor, walls or roof like electrical wiring, antennas etc.</li> <li>b. The following 'additional structures' located on Your Premises and used for Your Business, that are shown in the Policy Schedule: <ul style="list-style-type: none"> <li>i. garage, out-houses, security sheds, towers, verandah or porch, tanks, compound walls, retaining walls, fences, gates and internal roads,</li> <li>ii. lifts, hoists,</li> <li>iii. solar panels, wind turbines and air conditioning systems, central heating systems, security systems and cameras, electrical installations, fire alarm, fire sprinkler systems, power lines, power installations,</li> <li>iv. water, gas and sewage pipeline within Your premises or</li> <li>v. any other structure shown in the Policy Schedule.</li> </ul> </li> </ul>
<b>Business</b>	Your commercial enterprise, trade or profession as shown in the Policy Schedule.
<b>Commencement Date</b>	It is the date and time from which the insurance cover under this Policy begins. It is shown in the Policy Schedule.
<b>Contents</b>	Those articles or things in Your Premises that are not permanently attached or fixed to the structure of Your Premises.
<b>Endorsement</b>	A written amendment to the Policy that We make (additions, deletions, modifications, exclusions, or conditions of an insurance policy) which may change the terms or scope of the original policy.
<b>Excess</b>	It is the amount that You must bear in each and every claim before We become liable to pay.
<b>Insurable Assets</b>	All Buildings, Plant and Machinery, Furniture, Fixtures and Fittings, Stocks and other Contents which, for the purposes of Your Business on any one location, You own, or hold as tenant or occupant, or hold in trust or on commission, or are legally responsible for as part of Your trade, even if You have not taken insurance cover for any of them.
<b>Insured Property</b>	The Building, Plant and Machinery, Furniture, Fixture and Fittings, Stocks and any other Contents that are declared and insured by You under this Policy, and are located in Your Premises unless specifically stated in this Policy. The Insured Property is shown in the Policy Schedule.
<b>Kutchra Construction</b>	Building(s) having walls and/or roofs of wooden planks/thatched leaves and/or grass/hay of any kind/bamboo/plastic cloth/asphalt/canvas/tarpaulin and the like.
<b>Market Value</b>	Market Value means new Replacement/Reinstatement Value minus depreciation reckoned as on the date of loss.
<b>Money</b>	Cash, bank and currency notes, credit cards, telephone cards, cheques, crossed banker's drafts, postal orders, luncheon vouchers, current postage stamps, trading stamps, National Savings Certificates, Premium Bonds, credit sales vouchers or receipts, unexpired units in franking machines, gift tokens and consumer redemption vouchers belonging to You or for which You are responsible.
<b>Partial Loss</b>	Any loss other than Total Loss.

Word/s	Specific meaning
<b>Plant and Machinery</b>	All equipment, machinery, pipes and cables, spares, computers, servers and preloaded licensed system software located within any structure or in the open area of Your Premises. It includes <ul style="list-style-type: none"> <li>i. machines under repair,</li> <li>ii. machines taken on hire or lease, or through any system of purchase of goods,</li> <li>iii. foundation, bedding or setting of the machines, or</li> <li>iv. accessories of machines.</li> </ul>
<b>Policy Period</b>	Policy period means the period commencing from the effective date and time as shown in the Policy Schedule and terminating at Midnight on the expiry date as shown in the Policy Schedule or on the termination of or the cancellation of Insurance as provided for in <b>Clause G (III)</b> of this Policy, whichever is earlier.
<b>Policy Schedule</b>	The document accompanying and forming part of the Policy that gives Your details and of Your insurance cover, as described in <b>Clause A (3)</b> of this Policy.
<b>Premium</b>	The premium is the amount You pay Us for this insurance. The Policy Schedule shows the amount of premium for the Policy Period and all other taxes and levies.
<b>Pucca Construction</b>	Construction other than Kutcha Construction.
<b>Reinstatement/Replacement</b>	Reinstatement/Replacement is defined as: <ul style="list-style-type: none"> <li>i. the reconstruction of buildings or replacement of other property lost or destroyed.</li> <li>ii. the repair or partial replacement of property damaged.</li> </ul> In either case, to a condition substantially the same as but not superior, better or more extensive than its condition if it were new on the date it is damaged or destroyed.
<b>Reinstatement/Replacement Value</b>	This is the amount at which the Insured Property can be reinstated or replaced by a similar property, without deducting depreciation, and to the extent required to bring that Property to a condition substantially the same as, but not superior, better or more extensive than its condition if it were new on the date it is damaged or destroyed.
<b>Stocks</b>	Any stock of goods or merchandise. It may be: <ul style="list-style-type: none"> <li>i. Finished goods, semi-finished goods, stock in process, stock invoiced and ready for dispatch,</li> <li>ii. Raw materials, packing materials, or</li> <li>iii. Stock held in trust for which You are responsible.</li> <li>iv. Stock in Open in the Insured Premises</li> </ul>
<b>Sum Insured</b>	The amount shown as Sum Insured in the Policy Schedule. It represents Our maximum liability for each cover or part of cover and for each loss, as applicable.
<b>Total Loss</b>	A situation where the Insured Property or item is completely destroyed, lost, or damaged beyond retrieval or repair, or the cost of repairing it is more than the Sum Insured of that item or in total.
<b>We, Us, Our, Insurer</b>	<b>National Insurance Co. Ltd.</b> that has provided Insurance Cover under this Policy; of the Company.
<b>You, Your, Insured</b>	The Insured Person/s, Company or other entity shown in the Policy Schedule who has/have purchased Insurance Cover under this Policy; of such Insured Person/s
<b>Your Premises</b>	The premises in which You carry on Business that is occupied by You for the purposes of Business declared to Us and is reflected in the Policy Schedule.

### Clause B. Insured Events

We give insurance cover for physical loss or damage, or destruction caused to Insured Property by the following unforeseen events occurring during the Policy Period.

The events covered are given in Column A and those not covered in respect of these events are given in Column B.

	Column A	Column B
	<b>We cover</b> physical loss or damage, or destruction caused to the Insured Property by	<b>We do not cover</b> loss or damage, or destruction caused to the Insured Property by
1.	Fire, including due to its own fermentation, or natural heating or spontaneous combustion.	caused by <ul style="list-style-type: none"> <li>a. its undergoing any heating or drying process, or</li> <li>b. burning of Insured Property by order of any Public Authority.</li> </ul>
2.	Explosion or Implosion	<ul style="list-style-type: none"> <li>a. caused to boilers, economizers or other vessels, machinery or apparatus in which steam is generated, or their contents, resulting from their own explosion or implosion, or</li> <li>b. caused by centrifugal forces.</li> </ul>
3.	Lightning	-
4.	Earthquake, volcanic eruption, or other convulsions of nature	-

	<b>Column A</b>	<b>Column B</b>
	<b>We cover</b> physical loss or damage, or destruction caused to the Insured Property by	<b>We do not cover</b> loss or damage, or destruction caused to the Insured Property by
5.	Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Tsunami, Flood and Inundation,	-
6.	Subsidence of the land on which Your Premises stand, Landslide, Rockslide	caused by a. 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, or e. demolition, construction, structural alterations or repair of any property, or groundworks or excavations.
7.	Bush fire, Forest fire, Jungle fire,	-
8.	Impact damage of any kind, i.e., damage caused by impact of, or collision caused by any external physical object (e.g. vehicle, animal, falling trees, aircraft, wall etc.)	a. caused by pressure waves caused by aircraft or other aerial or space devices travelling at sonic or supersonic speeds. b. caused by vehicle, animal or aircraft belonging to or owned by Insured or their employee while acting in the course of employment.
9.	Missile testing operations	-
10.	Riot, Strikes, Malicious Damages	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. temporary or permanent dispossession, confiscation, commandeering, requisition or destruction by order of the government or any lawful authority, or c. temporary or permanent dispossession of any Building by unlawful occupation by any person.
11.	Acts of terrorism (Coverage as per Terrorism Clause attached.)	Exclusions as per Terrorism Clause attached.
12.	Bursting or overflowing of water tanks, apparatus and pipes,	-
13.	Leakage from automatic sprinkler installations.	a. repairs or alterations in the Building in which Your Business is located, b. repairs, removal or extension of any sprinkler installation, or c. defects in the construction known to You.
14.	Theft within 7 (seven) days from the occurrence of and proximately caused by any of the above Insured Events	if it is a. of any article or thing outside Your Premises, or b. of any article or thing attached from the outside of the outer walls or the roof of Your Premises, unless securely mounted.

### Clause C. The Standard Cover

#### 1. What We cover:

We cover physical loss or damage, or destruction of any Insured Property because of any Insured Event stated in **Clause B** of this Policy and subject to the exclusions stated in **Clause D** of this Policy subject to all terms and conditions of this Policy. We also give **In-built** Covers without charging additional premium which are stated in **Clause C (4)** of this Policy.

#### 2. Basis of Sum Insured:

- i. For Building, Plant and Machinery, Furniture, Fixture and Fittings and any other contents: **Reinstatement Value**
- ii. For Stocks:
  - a. For raw material: landed cost at Your Premises.
  - b. For stock in process: input cost of the stock at the time of loss.
  - c. For finished stock: the manufacturing cost of the finished stock or the **Contract Price** of goods sold but not delivered and more precisely defined below.

**Contract Price** is in respect only of goods sold but not delivered, for which You are responsible and with regard to which under the conditions of the sale, the sale contract is cancelled by reason of any Damage insured under this Policy either wholly or to the extent of the Damage. The Company's liability shall be based on the Contract Price.

- iii. Bullion or unset precious stones, any curios or works of art or obsolete machinery and the like are to be covered on Agreed Value basis subject to a valuation certificate being submitted and found acceptable by Us.

#### 3. Restoration of Sum Insured:

Except as stated in **Clause G (III) (3) (e)** of this Policy, the insurance cover will, at all times, be maintained during the Policy Period to the full extent of the respective Sums Insured. This means that after We have paid for any loss, the policy

shall be restored to the full original amount of Sum Insured. You must pay to Us proportionate premium for the unexpired Policy Period from the date of loss. We can also deduct this premium from the net claim that We must pay You.

Notwithstanding the above, the Sum Insured shall stand reduced by the amount of loss in case You, immediately on occurrence of loss, exercise Your option not to restore the Sum Insured.

#### **4. In-Built Covers:**

If We agree to pay Your claim for loss or damage to the Insured Property, We will also pay for the following loss or damage and expenses.

##### **4.1. Additions, alterations or extensions:**

We cover Buildings, Plant, Machinery, and Furniture and Fittings, or other Contents which You will erect, or acquire, or for which You will become responsible, after the Commencement Date, in the Insured Premises. We will pay for that item as follows:

- i. You inform Us of the item so erected or acquired within 7 (seven) days of it becoming known to You,
- ii. such item of Property is not otherwise insured,
- iii. maximum limit under this cover is 15% (excluding stocks),
- iv. subject to Underinsurance provisions of **Clause F** of this Policy.

##### **4.2. Stocks at many locations on floater basis:**

We cover physical loss or damage to movable property in more than one location as follows:

- i. You have declared all locations, and these are shown in the Policy Schedule.
- ii. You have declared stocks as a single value reflecting the aggregate Sum Insured.
- iii. You have a good internal audit accounting procedure under which the total amount at risk and the locations can be established at any particular time.
- iv. You must inform Us of any change in the address of any location occurring after the Commencement Date.

##### **4.3. Temporary removal of stocks:**

We cover stock temporarily removed to any other premises for the purposes of fabrication, processing or finishing, or other similar purposes subject to the following conditions:

- i. maximum cover will be 10% of the Sum Insured for Stock,
- ii. such stock is not otherwise insured.

##### **4.4. Cover for Specific Contents:**

We cover the following, as applicable:

- a. Money for an amount not exceeding ₹50,000 (Rupees Fifty Thousand) during the policy period.
- b. Deeds, manuscripts and business books, plans, drawings, securities, obligations or documents of any kind, but only for the cost of the materials and clerical labour expended in reproducing such records for an amount not exceeding ₹50,000 (Rupees Fifty Thousand) during the policy period.
- c. Computer programmes, information and data but only for the cost of the materials and clerical labour expended in reproducing such records for an amount not exceeding ₹5 Lakh ( Rupees Five Lakh) during the policy period.
- d. Employees', Directors', visitors' personal effects of every description (other than motor vehicles) for an amount not exceeding ₹15,000 (Rupees Fifteen Thousand) per person for a maximum of 20 (twenty) persons during the policy period.

##### **4.5. Start-Up Expenses:**

We cover start-up costs necessarily and reasonably incurred by the insured in respect of insured risk consequent upon a loss or damage covered by this policy for an amount not exceeding ₹ 1 Lakh (Rupees One Lakh) during the policy period.

##### **4.6. Professional fees:**

We will pay the expenses that You incur towards reasonable fees of Architects, Surveyors and Consulting Engineers as follows:

- i. The fees are paid for preparing plans, specification tenders and quantities, and services in connection with the superintendence of the reinstatement of the Insured Building, Machinery, Accessories or Equipment;
- ii. The maximum We pay is 5 % of the claim amount;
- iii. We do not cover fees or costs for preparing any claim or estimate of loss or damage by the Insured Perils.

##### **4.7. Costs for removal of debris:**

We will pay reasonable expenses You incur towards removal of debris of any Insured Property from Your Premises, and dismantling, demolishing, **shoring** up or propping up of Insured Building or Machinery. The maximum We pay is 2 % of the claim amount.

##### **4.8. Costs compelled by Municipal Regulations:**

We pay such additional cost of reconstruction or reinstatement of the Insured Property that is incurred solely because You must comply with any regulations or bye-laws of any municipal or local authority, or any provision of any State or Central Act, Rules or regulations. We cover these costs on the following conditions:

- i. You must commence the repairs, or reconstruction or reinstatement of the Insured Property, within a reasonable time after the date of damage or destruction. You must complete the repairs, reconstruction or reinstatement within reasonable time, in any case not beyond 12 months from the date of damage or destruction, or within such time as We may allow in writing.
- ii. If Our Liability is reduced under any term or condition of this Policy, Our liability under this extension will also be proportionately reduced.
- iii. All other terms and conditions of this Policy will apply to this extension.
- iv. These costs will not include

- a. the costs incurred for complying with such regulations,
  - for destruction or damage occurring before Commencement Date,
  - for destruction or damage not insured under this Policy,
  - under which You have received notice before the destruction or damage occurred.
- b. any additional cost required to repair or reconstruct the Insured Property to a condition equal to its condition when new, had the need to comply with the regulation not arisen.
- c. the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the Insured Property or by the owner thereof by reason of compliance with any of the aforesaid regulations or bye-laws.
- v. the total amount recoverable under any item of the policy shall not exceed the sum insured thereby

#### **Clause D. Exclusions, that is, what We do not cover**

We do not cover losses or expenses, or any loss, damage to, or destruction of the Insured Property, directly or indirectly as a result of or if caused by or arising from events, stated below:

1. i. Excess of ₹ 5,000 (Rupees Five Thousand) for each claim. This means that We will deduct ₹ 5000 (Rupees Five Thousand) for each and every loss suffered by You under the terms of this policy.  
ii. For terrorism risk the Excess shall be as per the clause attached to this policy.
2. Your deliberate, wilful or intentional act or omission, or of anyone on Your behalf, or with Your connivance.
3. Loss, damage or destruction to any electrical/electronic machine, apparatus, fixture, or fitting by over-running, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity from whatever cause (lightning included). This exclusion applies only to the particular machine so lost, damaged or destroyed. However, any ensuing loss or damage to other insured property due to operation of an insured peril is covered.
4. Loss, destruction or damage to the stocks in cold storage premises caused by change of temperature.
5. 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 Insured Events.
6. Your Premises or any Insured Building remaining continuously unoccupied for a period of more than 30 days, unless You have obtained prior written approval from Us and such approval is recorded as an endorsement on the Policy.
7. War, invasion, act of foreign enemy hostilities or war-like operations (whether war is declared or not), civil war, mutiny, civil commotion amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
8. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component that is part of it.
9. Pollution or contamination, unless
  - i. the pollution or contamination itself has resulted from an Insured Event, in which case only physical damage to the Insured Property is covered, or
  - ii. an Insured Event itself results from pollution or contamination.
10. Loss, destruction or damage to bullion or unset precious stones, any curios or works of art unless such amount is declared separately and recorded in the Policy Schedule.
11. Loss of any Insured Property which is missing or has been mislaid, or its disappearance cannot be linked to any single identifiable Insured Event.
12. Loss or damage to any Insured Property removed from Your Premises to any other place, except
  - i. machinery and equipment temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding 60 days,
  - ii. Stock covered under **Clause (C) (4.3)** of this Policy -
13. Any reduction in market value of any Insured Property after its repair or reinstatement.
14. Loss or damage to any Insured Property or any claim which is covered by a marine policy in force at the time of loss or damage, except in excess of the limits of that policy.
15. Any consequential or indirect loss or damage of any description, i.e. losses or extra costs (financial or non-financial) that follow or are a consequence of an Insured Event, like, loss by delay, loss of income or wages or earnings, or of market, or of time, medical expenses, or any costs not covered by this Policy.
16. Costs, fees or expenses for preparing any claim.

#### **Clause E. What We Pay**

If any Insured Property is physically damaged, lost or destroyed, We will pay You as follows:

1. Partial Loss:
  - i. If any Insured Property is a Partial Loss, We will reimburse to You the cost of repairs to the extent required to bring that Property to a condition substantially the same as, but not superior, better or more extensive than its condition if it were new on the date it was damaged.
  - ii. If any Insured Stock is a Partial Loss We will pay You to the extent of the loss of such Partial Loss.
2. If Building or Plant and Machinery or Furniture, Fixture, Fittings is a **Total Loss**, We will pay You for
  - i. The Reinstatement/Replacement Value of the Building or Plant and Machinery or Furniture, Fixture, Fittings.
  - ii. Reconstruction of the new building on the same site, or another site. If You reconstruct the new Building or Reinstatement the Plant and Machinery or Furniture, Fixture, Fittings on another site We will not pay You more than what We would pay to reconstruct or replace on the same site.
  - iii. Reinstatement using standard material readily available and in common use for similar type of Building.
3. If the Stock is a **Total Loss**, We will pay You as follows:
  - i. landed cost at Your Premises for Stock of raw materials,



- ii. total manufacturing cost for Stock of finished goods,
  - iii. the input value of Stock in process at the time of loss,
  - iv. The Contract Price in case of goods sold but not dispatched, and lying within Your premises for which You are responsible under the terms of a contract of sale. We will pay Your claim on the basis of the Contract Price, if the sale is cancelled wholly or to the extent of loss or damage caused by an Insured Event covered by this Policy. For the purposes of this para, the value of all goods to which this basis of settlement could apply in the event of loss or damage will also be ascertained on the same basis.
4. You must commence the repairs or Reinstatement within a reasonable time after the date of the damage or destruction. You must complete the repairs or Reinstatement within reasonable time, in any case not beyond 12 months from the date of damage or destruction, or within such time as We may allow in writing.
  5. If You fail to start the work of the repairs or Reinstatement within reasonable time, or to complete the repairs or Reinstatement within time We will pay Your claim based on the Market Value of the Building, Plant and Machinery, Furniture, Fixture, Fittings as the case maybe.
  6. We will pay the Market Value of the Building, Plant and Machinery, Furniture, Fixture and Fittings at the time it is a Total Loss, but not more than the relevant Sum Insured,
    - i. If the Building cannot be Reinstated or rebuilt due to Municipal, State or Central law, rules, regulations or bye-laws,
    - ii. If You do not wish to Reinstatate the Building, Plant and Machinery, Furniture, Fixture, Fittings.
  7. We will also pay other amounts mentioned in **Clause C (4)** of this Policy

**NOTE: In any claim, We will not pay more than the relevant Sum Insured, subject to Underinsurance as stated in Clause F of this Policy.**

#### **Clause F. Underinsurance**

1. The Sum Insured for each item of Insured Property must be sufficient to pay for Reinstatement/Replacement of that Property on the date of loss. If the Reinstatement/Replacement Value of the Insured Property, in totality, including additions, alterations, erections and new acquisitions, is more than the Sum Insured, except to the extent waived in **Clause F (3)** of this Policy, it amounts to underinsurance, and will reduce proportionate to the difference from the amount that We will pay for Your claim.
2. Every item of Insured Property is subject to this condition separately.
3. Under this **Policy**, We will waive underinsurance upto 15%.
4. If at the time of damage, the Sum Insured applicable to the relevant Buildings, Plant and Machinery, Furniture, Fixture, Fittings, Stocks and other Contents is less than 85% of the value of Insurable Assets You will be responsible for the difference and You will bear a proportionate share of the loss.
5. Underinsurance will not apply to **Cover for Specific Contents**.

**Note: The cost for Reinstatement of additions made to Insured Property during the Policy Period will be reckoned from the date of addition.**

#### **Clause G. Conditions**

##### **D) Your Obligations**

##### **1. Make true and full disclosure in the proposal and related documents**

- i. You have a duty of disclosure to tell Us everything You know, or could reasonably be expected to know, that is relevant to Us for deciding whether to give You insurance cover and on what terms. You owe this duty to disclose such relevant material information even if We have not specifically asked for it. This duty extends to any information or declarations given by anyone else on Your behalf.
- ii. We have agreed to give You insurance cover entirely on the basis of the information You, or anyone on Your behalf, have given Us in the proposal, statements and other declarations and documents (in writing or electronic) about Yourself, the Building, Plant and Machinery, Furniture, Fixture, Fittings, Stocks and other Contents. The correct and complete information You give is the basis of Our contract with You. Our promise to pay is conditional upon the truth of these statements and on the assumption that You, or anyone on Your behalf, has not withheld any material information about Yourself, the Building, Plant and Machinery, Furniture, Fixture, Fittings, Stocks and other Contents.

##### **2. Make true statements and full disclosure in the claim and related documents**

You must also give true and full information in Your claim and submit true documents. If You give any false information or document in the claim, or if You withhold any information or document (written or electronic), We have a right to refuse Your claim. We may also cancel Your policy.

##### **3. Obligation to take care: You must:**

- i. ensure that unauthorised persons do not occupy Your Premises.
- ii. whenever Your Premises or any Building in Your Premises is unoccupied, You must ensure that all security procedures on Your Premises are in force.

##### **4. Inform change in circumstances:**

You must inform Us immediately if:

- i. You change the nature of Your Business or any processes,
- ii. You let out Your Premises or any part, or Your Premises will no longer be solely occupied by You,
- iii. You change the use of Your Premises or any Building, or
- iv. Your Premises or any Building remains unoccupied for more than 30 days.

##### **5. Allow inspection and investigation of claim**

You must allow and give full cooperation to the survey/investigation of Your claim by Us. You must allow Us, and any surveyor, officer or other representative that We authorise, to enter Your Premises, inspect it, take photographs and where

required permit the scientific testing and investigation of any insured article affected by an insured peril. You must answer all questions asked regarding Your claim truthfully and completely and submit all relevant documents that We will require.

**6. Follow claim procedure**

When You suffer any loss or damage to any Insured Property, and wish to make a claim, You must follow all steps stated in this Policy about immediate reporting to Us and to the appropriate Legal Authorities as per **Clause G (IV)** of this Policy.

**II) Renewal of Policy**

1. **End of Policy:** This Policy will expire at the end of the Policy Period.
2. **Application for renewal:** If You wish to renew the Policy, You must apply for renewal before the end of the Policy Period and pay the required premium amount.
3. **Renewal is not Automatic:** We may seek relevant information from You for the purpose of renewal. We can reject Your renewal only on grounds of mis-representation, non-disclosure of material facts, fraud or non-co-operation on Your part.

**III) Cancellation and Termination of Policy**

**1. Cancellation by You at any time**

- a. You can cancel this Policy at any time by giving Us notice in writing. The Policy will terminate when We receive Your notice.
- b. If You cancel
- c. the Policy, We will refund premium as follows:

Time for which Policy in force	Refund of premium
For a period not exceeding 15 days	90% of the annual rate
For a period not exceeding 1 month	85% of the annual rate
For a period not exceeding 2 months	70% of the annual rate
For a period not exceeding 3 months	60% of the annual rate
For a period not exceeding 4 months	50% of the annual rate
For a period not exceeding 5 months	40% of the annual rate
For a period not exceeding 6 months	30% of the annual rate
For a period not exceeding 7 months	25% of the annual rate
For a period not exceeding 8 months	20% of the annual rate
For a period not exceeding 9 months	15% of the annual rate
For a period exceeding 9 months	No refund

**2. Cancellation by Us**

We will not cancel the Policy during the policy period except on the grounds of mis-representation, non-disclosure of material facts, fraud or non-co-operation on your part.

**3. Automatic termination of the Policy:**

This Policy will automatically end in the following cases:

- a. **Destruction of any Insured Building:** This Policy will automatically end 7 days after any Insured Building collapses or is displaced or destroyed by reason other than any Insured Event. If a separable part of any Insured Building falls down or is destroyed by reason other than any Insured Event, the cover will end for such part or additional structure.
- b. You can apply within 7 (seven) days of such fall or destruction for continuing insurance cover. We may agree, but will not be bound, to continue the cover on revised rates, terms and conditions.
- c. **Change of use or ownership of Insured Property:** The Policy will end in regard to the Insured Property affected, unless You have obtained Our prior consent in writing as an Endorsement on the Policy,
  - i. if You change the trade or manufacture, or the nature of Your occupation, or You change other circumstances relating to the Building or a building containing any Insured Property in such a way as to increase the risk of loss or damage by Insured Events;
  - ii. if Your interest in any Insured Property passes to another except by will or operation of law.
- d. **Sale of Insured Property:** This Policy will end when You sell, surrender or release Your interest in any Insured Property or its part.
- e. **Exhaustion of Sum Insured:** If any Insured Property is lost, destroyed or stolen, or is a Total Loss, and We pay You the full Sum Insured for such item, the insurance cover for that item will automatically end. If We pay the total Sum Insured for any claim, this Policy will end.
- f. **Effect of death:** If You are an individual, in the event of Your unfortunate death, the Insurance Covers that You have purchased will continue for the benefit of Your legal representative/s during the Policy Period subject to all the terms and conditions of this Policy.
- g. **Policy not invalidated:** The Policy is not invalidated:
  - i. by transfer of Your interest in the Policy by operation of law, if that occurs during the Policy Period. We can continue this policy on same or modified terms in favour of Your legal representatives if they apply for this purpose within 30 days of such transfer.
  - ii. by any act, omission, or alteration unknown to You, or beyond Your control, that increases the risk of loss or damage, if You give notice to Us immediately when You become aware of the act, omission or alteration, and pay additional premium if required; or
  - iii. if Your employees or workmen carry out repairs, maintenance work or minor alterations in the Insured Property.

**IV) Claims Procedure**

If You suffer a loss because of an Insured Event, You must make a claim for Your financial loss at Your cost.

The procedure for making a claim is given below. These include things that **You must do**, and that **You must not do**. It is important to comply with these to ensure that it does not prejudice Your claim in any manner.

### **1. Immediate notice to Us**

- a. As soon as any loss or physical damage occurs to any Insured Property due to an Insured Event, You must immediately give notice to Us of the loss or damage. This is necessary so that We can survey/investigate the loss or damage.
- b. You can give notice to any of Our offices or call centers.
- c. You must state in this notice
  - i. the Policy Number,
  - ii. Your name,
  - iii. details of report to the police that You made,
  - iv. details of report to any authority that You made,
  - v. details of the Insured Event
  - vi. a brief statement of the loss,
  - vii. particulars of any other insurance of the Insured Property, Your Premises or any other Property on Your Premises.
  - viii. details of loss or damage under Add-ons, if any, and
  - ix. submit photographs of loss or physical damage, wherever possible.

### **2. Steps to prevent loss and damage**

- a. You must take all reasonable steps to prevent further loss or damage to the Insured Property.
- b. Until We have inspected the Insured Property and Your Premises, and have given Our consent,
  - i. You must not sell, give away or dispose of any damaged items of any property,
  - ii. You must not wash or clean, or remove any damaged item or debris, except for any urgent necessity, and
  - iii. You must not carry out repairs unless such repairs are urgent and You cannot contact Us.

### **3. Immediate notice to authorities**

- a. As soon as any loss or damage occurs to the Insured Property, You must give immediate report to appropriate legal authorities. For example, You must report to the fire brigade of the local authority and the police if there is damage by fire/ explosion / implosion or lightning. In case of subsidence/ landslide/ rockslide, You must inform the District Administration. In the event of impact damage of any kind or Riot Strikes, Malicious acts and acts of terrorism, You must inform the police. If there is a theft within 7 (seven) days following an Insured Event, You must inform the police.
- b. We may, but not necessarily, waive this condition if We are satisfied that by reason of extreme hardship it was not possible for You or any other person on Your behalf to give such report.

### **4. Submit claim**

- i.
  - a. You must submit Your claim in Our claim-form at the earliest opportunity, but within 30 days from the date You first notice the loss or damage. The claim form is available in any of Our branches, and on Our web-site.
  - b. You must state in Your claim the details of any other insurance policy that covers the damage or loss for which You have filed Your claim, whether You have purchased such other insurance, or someone else has purchased it for You.
- ii. We shall not be liable for any loss or damage after the expiry of 12 months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration. If We disclaim liability for a claim You have made and if the claim is not made a subject matter of a suit in a court of law within a period of 12 months from the date of disclaimer, the claim shall not be recoverable hereunder.

### **5. Establish loss**

You must prove that the Insured Event has occurred, and the extent of loss or physical damage You have suffered with full details.

- i. You must support Your claim for Insured Property with Plans, specification books, vouchers, invoices pertaining to costs incurred by You for reconstruction/replacement/repairs.
- ii. You must allow Us, Our officers, surveyors or representatives to inspect the Insured Property, and to take measurements, samples, damaged items or parts, and photographs that are relevant.
- iii. You must give Us authority to see the relevant records and get information about the Event and Your loss from the police or any other authority.
- iv. You must give Us, when We request, any additional information that We require for verifying Your claim.

### **6. Fraudulent claim**

If You, or anyone on Your behalf, make a claim which is false or fraudulent, or support a claim with any false or fraudulent statement or documents:

- i. We will not pay the claim,
- ii. We can cancel the Policy: in such a case, You will lose all benefits under this Policy and premium that You have paid,
- iii. We can also inform the police, and start legal proceedings against You.

### **7. Other insurance**

- i. If You have any other policy with Us or any other Insurance Company (taken by You or by anyone else for You) covering in whole or in part any claim that You have made under this Policy, You have a right to ask for settlement of Your claim under any of these policies.
- ii. If You choose to claim under this Policy from Us, We will settle Your claim within the limits and the terms and conditions of this Policy.
- iii. After We pay the amount under Your claim, We have the right to ask for contribution from the Insurers that have given You the other policies.
- iv. We will ensure that Our actions do not impose any liability on You.

### **8. Our rights relating to Insured Property**

- i. We must investigate/survey to confirm that Your claim is covered by this Policy. For this purpose, We will give You notice and request Your cooperation as follows:
  - a. We and Our representatives will visit Your Premises and inspect the Insured Property,

- b. We will ask You to give to Us any items of the Contents of Your Premises, and hold it with Us for the purposes of examination, testing, or any other investigation, or
  - c. We will dispose of or deal with or sell any item of the Contents of Your Premises for which loss We have paid completely.
- ii. We will ensure that Our actions will not impose any liability on You.

**9. Recovery action by Us**

- i. When We accept and pay Your claim under the Policy, We can start legal proceedings to recover the amount or property from the third party who has caused the loss or damage to the Insured Property. You must give authority to Us to take such action and exercise this right effectively, when We request You, whether before or after making payment of Your claim. You must give all information, cooperation, assistance and help for this purpose. You must not do anything which will prejudice Our right.
- ii. Any amount We recover from such person will be applied first to the costs of the legal proceedings and recovery, then to the claim amount We have paid or must pay to You. We will pay You any balance.
- iii. You can start legal proceedings against any person who has caused the loss or damage only with Our prior consent, and on conditions that We will impose. You must not compromise or settle any claim against such person without Our consent. If You recover any amount from such person, You must return to Us the amount We have paid for Your claim. We can take over the conduct of legal proceedings that You have started and continue the proceedings in Your name.

**Clause H. Changes to covers**

- 1. You can choose to make changes to the covers of this Policy, for example, take additional cover or increase or reduce any Sum Insured. You must make a proposal or request for any change. It will be effective only after We have accepted Your proposal, and You have paid the additional premium, where applicable.
- 2. This Policy (including the Policy Schedule, the proposal, declarations, the Endorsements) consists of the entire contract between You and Us.

**Clause I. Other details**

**1. Designation of Insured Property**

For the purpose of determining under which item any Property is insured, We agree to accept the designation under which such Property appears in Your books of account.

**2. Notices**

- i. We will send any notice, letter or communication in writing to You at Your address mentioned in the Policy Schedule, and to Your email address that You have registered with Us.
- ii. You will send any notice, letter, intimation or communication in writing to Us at the branch office where You purchased the Policy. You can also send it at the address mentioned in the Policy Schedule. You shall not send any notice etc. to the insurance agent, broker or any other entity. They are not authorised to receive notices etc. on Our behalf.

**3. Applicable law and jurisdiction**

This Policy will be subject to the laws of India, and to the jurisdiction of courts in India.

**4. Arbitration**

If any dispute or difference arises between You and Us regarding the amount of claim to be paid under this policy (liability having been admitted by Us), such difference shall independently of all other questions, be referred to the decision of a sole arbitrator to be appointed in writing by You and Us or if You and We cannot agree upon a single arbitrator within 30 days of either of Us opting for arbitration, the same shall be referred to a panel of three arbitrators comprising of two arbitrators, one to be appointed by each of Us, 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.

**SECTION-II: BURGLARY AND HOUSEBREAKING (CONTENTS- excluding money and valuables)**

The company will indemnify the insured in respect of loss of or damage to the contents whilst contained in the insured premises by Burglary and/or housebreaking

**Special Exceptions:**

The Company shall not be liable in respect of

- 1) Loss or damage by burglary and/or house breaking where any employee of the insured or member of the insured's family is concerned as principal or accessory.
- 2) Loss or damage to livestock, motor vehicles and pedal cycle.
- 3) Loss or damage to money, securities for money, stamps, bullion, deeds, bonds, bills of exchange, promissory notes stock and share certificates, business books, manuscripts documents of any kind unset precious stones and jewellery and valuables unless specifically declared..

**SECTION –III: MONEY INSURANCE**

The Company will indemnify the insured in respect of-

- a) loss by accident or misfortune whilst the insured's money is in the hands or in the hands of his employee in transit between any two places within a radius of 15 miles from the insured's premises.
- b) Loss of or damage to money and/or valuables by burglary and/or housebreaking whilst contained in safe, burglar resisting or otherwise steel cupboards/cash box and/or such other places under lock and key.
- c) Loss of money whilst lying in the cashiers' till and/or counter in the insured's premises during business hours, consequent on or following upon assault and/or violence against the insured or any employee of the insured or any threat

thereof by Burglary and/or Housebreaking, provided always that such money are in the custody of a responsible employee entrusted with the work of handling cash.

**Provided always that**

- a) In no event the company shall be liable for any loss falling under Section-III (a) above of the policy which is not discovered within a period of 2 (two) days from its occurrence and not notified forthwith to the company in writing.
- b) A complete account of cash in safe, steel cupboard, cashbox and/or other places under lock and key shall be kept secured in some place other than the place where the money covered is kept and the liability of the company shall be limited to the account actually shown by such records not exceeding the amount stated in the schedule under this section.

**Special Exceptions**

The company shall not be liable in respect of

- a) loss of money where any employee of the insured or member of the insured's family is concerned as principal or accessory or arising out of or attributable to act of fraud or dishonesty committed by one or more of the employees carrying the money.
- b) shortage due to error or omission.
- c) Loss of money abstracted from safe following the use of the key to the said safe or any duplicate thereof belonging to the insured unless such key has been obtained by assault or violence or any threat thereof

**SECTION IV: PEDAL CYCLES**

**Sub-Section: A.** The Company will indemnify the Insured in respect of loss of or damage to Pedal Cycles belonging to the insured by:

- a) Fire, lightning, External explosion.
- b) Riot Strike or malicious act
- c) Earthquake (fire & / or shock)
- d) Flood, inundation storm, tempest, typhoon, hurricane, tornado or cyclone
- e) Burglary and /or House Breaking or theft..
- f) Accidental external means

Provided that the liability of the company in respect of loss or damage to any one pedal cycle in any one period of insurance will not exceed the sum set against such pedal cycle in the schedule

**Sub-Section: B.** The company will indemnify the insured in respect of all sums which the insured shall become legally liable to pay as compensation and litigation expenses incurred by the insured with the Company's written consent for accidental death or bodily injury to any person other than a member of the insured's family or a person in the insured's service or being conveyed on such pedal cycle and/or accidental damage to property not belonging to or in the custody or control of the insured or any member of the insured's family or not being conveyed on such pedal cycle in the event of accident caused by or happening through or in connection with pedal cycle insured hereunder provided that the liability of the company in respect of such compensation and litigation expenses in any one period of insurance is limited to Rs. 10,000/- (rupees ten thousand) only.

**Special Exceptions:**

The Company shall not be liable in respect of:-

- i) Any accident. Loss, damage or liability caused by or through or in connection with Pedal Cycle whilst it is being used for hire or reward or outside India.
- ii) Damage caused by overloading or strain or mechanical breakdown.
- iii) Loss or damage to accessories by theft unless the entire Pedal Cycle is stolen at the same time.
- iv) Loss or damage occurring whilst being used for racing or pace making or speed tests.
- v) The first Rs. 50/- (fifty) of each and every loss arising under sub section A hereof through accidental external means. If, however, the loss of damage exceeds Rs. 50/- the company is liable to pay full for such loss or damage.

**Special Condition:**

The Pedal Cycle/Tricycle should be properly locked when left unattended.

**SECTION V: PLATE GLASS**

The Company will indemnify the Insured in respect of loss or damage to the 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 set against in the Schedule.

**Special Exceptions:**

The Company shall not be liable in respect of

- i) The excess stated in the policy schedule, 1% of sum insured subject to minimum of Rs. 500/- for each and every loss.
- ii) Breakage or damage during removal, alterations and/or repairs on or about the Insured premises.
- iii) Breakage of lettering unaccompanied by breakage or damage of glass.
- iv) Breakage of or damage to frames or framework of any description, unless specifically declared.
- v) Disfiguration or scratching or damage of glass other than fracture extending through the entire thickness of glass.
- vi) Embossed, silvered, lettered, ornamental, curved or any glass whatsoever other than the glass which is plain and ordinary glazing quality, unless the same be specifically declared.

- vii) Breakage of glass not completely and securely fixed.
- viii) Loss or damage consequent upon interruption or delay of business or other loss damage or injury arising from breakage of glass or during replacement thereof.

#### **SECTION VI: NEON SIGN/GLOW SIGN**

The Company will indemnify the Insured in respect of loss of or damage to Neon Sign/ Glow Sign belonging to the Insured by

- a) Accidental external means.
- b) Fire, Lightning, External explosion or theft
- c) Riot, Strike & Malicious Act
- d) Flood inundation storm, tempest, typhoon, hurricane, tornado or cyclone

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 set against in the schedule.

#### **Special Exception:**

The Company shall not be liable in respect of

- 1) The first Rs.2500/- or 2.5% of sum insured whichever is less of each and every loss arising under subsection (d) hereof..
- 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.

#### **SECTION VII: BAGGAGE**

The company will indemnify the insured in respect of

- i) Baggage in connection with the trade accompanying the insured and/or employees.
- ii) Personal baggage of the insured and/or proprietors and/or partners accompanied them anywhere in India be lost, destroyed or damaged by accident or misfortune:

Provided that the liability of the company in respect of property so lost, destroyed or damaged shall be limited to its actual value at the time of happening of such loss but not exceeding in any one period of insurance, the sum set opposite thereto in the schedule.

#### **Special Exception:**

The Company shall not be liable in respect of-

- a) loss or damage due to cracking, scratching or breakage of lens or glass whether part of any equipment or otherwise or to China marble gramophone records and other articles of a brittle or fragile nature unless such loss or damage arises from accident to vessel, trains, vehicles or aircraft by which such property is conveyed.
- b) Loss or damage caused by moth, mildew, vermin or any process of cleaning, dyeing, repairing or restoring.
- c) Loss of or damage to any electrical machine, apparatus, fixtures or Fittings (including wireless sets and tape recorders) arising from over running excessive pressure, short circuiting , arching , self-heating or leakage of electricity from whatsoever cause (lighting included).
- d) Loss or damage caused by mechanical derangement or over winding of watches and clocks.
- e) Theft from car except from the car of fully enclosed saloon type having all the doors, windows and other opening securely locked and properly fastened.
- f) Loss or damage whilst being conveyed by any carrier under contract of affreightment.
- g) Loss of or damage to money, securities, manuscripts, deeds, bonds, bills of exchange, promissory notes, stock of shares certificates, stamps, business books or documents, jewellery, watches, furs, precious stones, gold and silver ornaments, travel tickets, cheques and bank drafts.
- h) Loss of or damage to articles which did not form part of the contents of any of the packages when the journey commenced unless specifically declared and accepted by the company.
- i) Loss, destruction of or damage to articles of consumable nature.
- j) Loss of or damage to personal baggage belonging to the insured and such of the members of his partners, managers, employees as are permanently working with him accompanying the insured whilst the insured is traveling within the municipal limits of the village , town or city wherein he is permanently residing..
- k) Loose articles such as sticks, straps, umbrellas, sunshades, fans, deck chairs, property in use on the voyage and/or journey or articles or cloths whilst being worn on the persons or carried about.
- l) Loss , destruction or damage 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.

#### **Special Conditions:**

Where any item insured hereunder consists of articles in pair or set the company's liability in respect thereof shall not exceed the value of any particular part or parts of which may be lost or damaged without reference to any special value which such article or articles may have as part of such pair or set nor than a proportionate part of the insured value of the pair or set.

#### **SECTION VIII: PERSONAL ACCIDENT**

If the insured person shall sustain any injury resulting solely and directly from an accident, the Company shall pay, to the insured or his/her nominee, the benefit as below but not exceeding the Capital Sum Insured (CSI) and Cumulative Bonus (if earned any) during the policy period, in respect of all such claims.

#### **Benefits**

- i) **Death**

If such injury shall within twelve (12) calendar months of its occurrence be the sole and direct cause of death of the insured person, the CSI and CB.

ii) **Loss by Physical Separation or Loss of Use of Two Limbs or Two Eyes or One Limb and One Eye**

If such injury shall within twelve (12) calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of

- a) sight of both eyes or the actual loss by physical separation of the two hands or two feet or of one hand and one foot or loss of sight of one eye and such loss of one hand or one foot, the CSI and CB
- b) use of two hands or two feet or one hand and one foot without physical separation or loss of sight of one eye and loss of use of one hand or one foot without physical separation, the CSI and CB

iii) **Loss by Physical Separation or Loss of Use of One Limb or One Eye**

If such injury shall within twelve (12) calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of

- a) sight of one eye or the actual loss by physical separation of one hand or one foot, fifty percent (50%) of the CSI and CB
- b) use of a hand or a foot without physical separation, fifty percent (50%) of the CSI and CB

iv) **Permanent Total Disablement**

If such injury shall within twelve (12) calendar months of its occurrence be the sole and direct cause of permanent total and absolute disablement of the insured person from engagement in any employment or occupation of any description whatsoever, a lump sum equal to hundred percent (100%) of the CSI and CB

v) **Permanent Partial Disablement**

If such injury shall within twelve (12) calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of use or of the actual loss by physical separation of the following, the percentage of the CSI indicated below:

Loss of part of body		% of CSI
Loss of toes	all	20
	Great-both phalanges	5
	Great-one phalanx	2
	Other than great, if more than one toe lost each	1
Loss of hearing	both ears	50
	one ear	15
Loss of 4 fingers & thumb of 1 hand		40
Loss of 4 fingers of 1 hand		35
Loss of thumb	Both phalanges	25
	One phalange	10
Loss of Little finger	3 phalanges	4
	2 phalanges	3
	1 phalange	2
Loss of ring finger	3 phalanges	5
	2 phalanges	4
	1 phalange	2
Loss of middle finger	3 phalanges	6
	2 phalanges	4
	1 phalange	2
Loss of Index finger	3 phalanges	10
	2 phalanges	8
	1 phalange	4
Loss of metacarpal	1st or 2nd (additional)	3
	3rd, 4th, or 5th (additional)	2
Any other permanent partial disablement	% as assessed by Board of Doctors of a Government hospital	

vi) **Temporary Total Disablement**

If such injury shall be sole and direct cause of temporary total disablement then so long as the insured shall be totally disabled from engaging in any employment or occupation of any description whatsoever, a sum at the rate of 1% of the CSI per week but in any case not exceeding INR 5000/- per week subject to maximum of 100 weeks from the date of commencement of disablement and in no case shall exceed the CSI.

The Company shall pay in lump sum after the total amount shall have been ascertained and agreed.

**6.8.1 Additional Benefits**

i) **Expenses for transportation of dead body**

In the event of death of the insured person due to an accident outside his/her residence, the company shall pay in addition to the amount payable under clause (1) of benefit section, expenses incurred for transportation of dead body to the place of residence subject to a maximum of two percent (2%) of the CSI or INR 2500/- (Two thousand five hundred only) whichever is less. This also include funeral Expenses.

ii) **Cumulative Bonus (Applicable to Individual policy only)**

At the time of renewal, cumulative bonus allowed shall be an amount equal to 5% (five percent) of CSI of the expiring policy in respect of an insured person, provided no claim has occurred and policy is continuously renewed with the company without a break.

The cumulative bonus shall be payable in the event of claim under clauses (1), (2), (3) and (4) viz. death, loss of two limbs or two eyes or one limb and one eye, loss of one limb or one eye and Permanent Total Disablement only.

Cumulative bonus shall be aggregated over the years and available, subject to maximum of 50% (fifty percent) of the CSI of the expiring policy.

The cumulative bonus shall not be lost, if the policy is renewed within 30 (thirty) days after its expiry.

### 6.8.2 Definitions

- i) **Capital Sum Insured** means the amount of insurance in respect of each insured person as mentioned in the schedule.
- ii) **Cumulative Bonus** means any increase in the capital sum insured granted by the company without an associated increase in premium.
- iii) **Loss of foot by physical separation** means separation at or above ankle.
- iv) **Loss of hand by physical separation** means separation at or above wrist.
- v) **Loss of hearing** means total and irrecoverable loss of ability to hear.
- vi) **Loss of sight** means total and irrecoverable loss of ability to see or total blindness.
- vii) **Medical practitioner** means a person who holds a valid registration from the medical council of any state or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of the license.
- viii) **Standard type of Aircraft** means any aircraft duly licensed to carry passengers [for hire or otherwise] by appropriate authority 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 multiple engines.

### 6.8.3 Exclusions

- i) **Limits of compensation**

The company shall not be liable to make any payment under the policy in respect of

  - a) More than one of the sub clauses of benefits section in respect of the same period of disablement.
  - b) Any claim after a claim under one of the clauses (1), (2) or (4) has been admitted and is payable.
  - c) 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 exceed the CSI and CB (if earned any).
  - d) Any payment of weekly compensation until the total amount shall have been ascertained and agreed.

The company shall not be liable under the policy in respect of payment of compensation in connection with:
- ii) **Intentional Self-Inflicted Injury**

Any intentional self-injury, suicide or injury from attempted suicide.
- iii) **Drug/Alcohol Use**

Any injury due to misuse or abuse of drugs/alcohol or use of intoxicating substances.
- iv) **Venereal Disease or Insanity**

Any injury directly or indirectly caused by venereal disease or insanity.
- v) **Pregnancy**

Death or disablement directly or indirectly caused by, contributed to or aggravated or prolonged by childbirth or pregnancy or in consequence thereof.
- vi) **Big Game Hunting**

Any injury while engaged in big game hunting
- vii) **Aviation**

Any injury while the insured is engaged in aviation
- viii) **Non- Fare Paying Passenger in Aircraft**

Any injury while the insured person is mounting into, dismounting from or travelling in any aircraft other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world

### 6.8.4 Conditions

- i) **Communication**

The insured shall give immediate notice to the company of any change in his/her business or occupation.
- ii) **Notification of Claim**
  - a) Upon the happening of any event which may give rise to a claim under the policy, written notice with full particulars must be given to the company immediately.
  - b) In case of death, written notice shall be given before interment, cremation and in any case, within one calendar month after the death
  - c) In the event of loss of sight or hearing or amputation of limbs or permanent total disablement, written notice must be given within one calendar month after such loss
- iii) **Claim Documents**

Duly completed claim form

In addition, the following documents are to be submitted depending on the nature of the claim

**Death**

  - a) Attending Doctors Report
  - b) Original policy for cancellation of section
  - c) Original Death Certificate



- d) Original / attested Post Mortem / Coroners Report, where applicable
  - e) Attested copy of FIR / Panchnama
  - f) Police Inquest report, where applicable
  - g) Any other document required by the company  
Post mortem report if necessary, be furnished within the space of fourteen days after demand in writing
- Loss of Limb or Eyes/Permanent Total Disablement/ Permanent Partial Disablement/ Temporary Total disablement**
- a) Attending Doctors Report
  - b) Original policy for cancellation of section in case of Permanent Total Disablement
  - c) Original policy for reduction in Capital Sum Insured in case of Permanent Partial Disablement
  - d) Disability Certificate from Govt. Registered Medical Practitioners, where applicable
  - e) Diagnostic reports like laboratory test, X- rays and/ or any other reports confirming injury
  - f) Police Inquest report, where applicable
  - g) Any other document required by the company
- iv) **Claim Procedure**
    - a) Necessary documents should be submitted to the company along with completed claim form within 30 days after date of such loss.
    - b) Evidence as the company may require from time to time shall be furnished within 14 days after demand in writing
    - c) In case of death, permanent total disablement, loss of two limbs or one limb and one eye, the claim shall be paid only after deleting by endorsement the name of the insured person in respect of whom such sum shall become payable
    - d) In the case of loss of one limb or eye, permanent partial disablement & Temporary Total disablement, the claim shall be paid only after reduction by an endorsement of the capital sum insured by the amount admissible under the claim in respect of the insured person to whom such sum shall be payable.
  - v) **Claim Settlement**
    - a) On receipt of the final document(s) or investigation report (if any), as the case may be, the company shall within a period of 30 days offer a settlement of the claim to the insured person.
    - b) If the company, for any reasons, decides to reject a claim under the policy, shall communicate to the insured person in writing and within a period of 30 days from the receipt of the final document(s) or investigation report (if any), as the case may be.
    - c) Upon acceptance of an offer of settlement as stated above by the insured person, the payment of the amount due shall be made within 7 days from the date of acceptance of the offer by the company.
    - d) In the cases of delay in the payment, the company shall pay interest at a rate which is 2% above the bank rate prevalent at the beginning of the financial year in which the claim is reviewed.
  - vi) **Waiver**  
Time limit for claim notification and submission of documents may be waived in cases where it is proved to the satisfaction of the company, that the circumstances under which insured person was placed, it was not possible to intimate the claim/submit the documents within the prescribed time limit.
  - vii) **Payment of claim**  
All claims under the policy shall be payable in Indian currency through NEFT/ RTGS only.
  - viii) **Contribution**  
In case of multiple policies, which provide fixed benefits on the occurrence of the insured event in accordance with the terms and conditions of the policies, the company shall make the claim payments independent of payments received under other similar policies.
  - ix) **Withdrawal of section**  
In case the section is withdrawn in future, the Company will provide the option to the insured to switch over to a similar policy at terms and premium applicable to the new policy.
  - x) **Revision of terms of the section including the premium rates**  
The company, in future, may revise or modify the terms of the section including the premium rates based on experience. The insured shall be notified three months before the changes are effected.
  - xi) **Nomination**  
The insured is mandatorily required at the inception of the Policy to make a nomination for the purpose of payment of claims under the policy in the event of death of insured person.  
Any change of nomination shall be communicated to the company in writing and such change shall be effective only when an endorsement on the policy is made.  
No assignment of this section or the benefits there under shall be permitted.

### **SECTION IX-FIDELITY GUARANTEE**

If the insured shall sustain direct pecuniary loss caused by act of fraud or dishonesty committed by any salaried person employed by the insured in the insured premises, the company will indemnify the insured in respect of such loss provided that

- a) the loss shall have occurred in connection with his occupation and duties during uninterrupted continuance of his employment and be discovered within six (6) calendar months after the death, dismissal or retirement of such person or six calendar months after this policy shall have ceased to exist whichever of these events shall happen first and.
- b) The liability of the company in respect of anyone person or all persons so employed in respect of losses in any one period of insurance is limited to the sum set opposite in the schedule.

### **Special Conditions:**

1. In the event of loss or damage, the insured shall at once give notice to the Police and take all practicable steps for discovering and punishing the guilty persons and for tracing and recovering the property lost and shall be bound to satisfy the Company that the loss claimed for has actually arises from one of the cause insured against.

2. The company shall not be called upon to pay more than one claim in respect of the acts or defaults of any one of the employees and then only in respect of acts and defaults committed since the date of commencement of risk mentioned in the schedule hereto for such employees. Provided always and it is hereby declared that the company shall not be liable for any act or default of such employee done or omitted to be done after the discovery by the insured of any act of forgery, embezzlement, larceny or fraudulent conversion on the part of such employee. All sums payable hereunder shall be payable at the company's office and no sum payable under this policy shall carry interest and the company shall cease to be liable for any such sums unless claimed within one year after same become due.
3. The insured shall if and when required by the company at the expense of the company, if a conviction obtained used all diligence in prosecuting any of the employed to conviction for any act which such employed shall have committed and in consequence of which a claim shall have been made under this policy and shall at the company's expense give all information and assistance to enable the company to sue and obtain reimbursement from any such employed by reason of whose acts of default a claim has been made or by the estate of such employed of any moneys which the company shall have become liable to pay in respect thereof.
4. Provided also that an amount equal to any salary or commission which but for the acts or defaults on which the claim shall be founded would have become payable by the insured to the employed in respect of which a claim is made hereunder or any other money which shall be due to such employed from the insured shall be deducted from the amount payable under this policy and that all moneys estate and effects of such employed in the hands or received or possessed by the insured and all sums which may be or may prior to the settlement of the claim become due from the insured to the employed and also all moneys or effects which shall come into the possession or power of the insured for or on account of such employed after discovery of any act on the part of such employed.

#### **SECTION X (A & B): PUBLIC LIABILITY & EMPLOYEES COMPENSATION**

1. The Company will indemnify the Insured in respect of sums which the insured shall become legally liable to pay (subject to the sum set in the schedule):
  - a) As compensation and litigation expenses incurred by the insured with the Company's written consent in respect of accidental death of or bodily injury to any person other than a Person under the Insured's service and/or accidental damage to property caused by or through the fault or negligence of the insured or of any member of the insured's family or household permanently residing with him whilst caused during the performance of any act in connection with the insured's business but not exceeding in all for compensation and litigation expenses up to the limit of Rs. 25,000/- (rupees twenty five thousand) for any one accident or a series of accidents arising from any one event and for all accidents during any one period of insurance.
  - b) As compensation to his employee engaged in the insured premises under the Fatal Accident Act, 1855, Workmen's Compensation Act 1923 or any amendment thereto or common law in respect of death of or bodily injury to such employees arising out of and in the course of employment.

#### **Special Exceptions:**

The Company shall not be liable:

- i. Any compensation for death of or bodily injury to any member of Insured person's family, partners, directors, managerial staff, employees, contractors' employees, or damage to property belonging to or in the custody of or control of the Insured..
- ii. liability assumed by the insured by agreement unless such liability would have attached to the insured notwithstanding such agreement.
- iii. accidents directly or indirectly caused by traceable to or arising out of the ownership possession or the custody by or on behalf of the insured of animals vehicles, aircraft, ship, boats or crafts of any kind.
- iv. Applicable excess 0.25% of liability limit (AOO limit) subject to minimum of Rs. 1,000/- and maximum of s. 1,00,000/- for Third Party Liability & in case of Employees Compensation Nil.

#### **SECTION-XI: BUSINESS INTERRUPTION**

This memorandum covers losses arising out of Business Interruption of the insured as a direct result of operation of perils covered under Section-I of the policy and is subject to admissibility of claim under Section-I. The amount payable shall be the sum produced under Section I (i.e., Contents) or actual value of operating equipments, stock and all other contents at the time of loss.

The ration of number of full working days lost as a result of operation of insured perils to the total of working days during the indemnity period of next 12 months (365 days) resuming from the date interruption (date of operation of the perils).

It is hereby declared and agreed that notwithstanding anything to the contrary mentioned in this policy, the insurance granted under the policy is extended to cover losses arising out of interruption of business of the insured as a direct result of operation of the perils covered under section-I, subject to admissibility of claim under section-I and further subject to following terms and conditions:

1. a) **Business Interruption:** means the cessation of the normal commercial activity in which the insured is usually engaged on account of the operation of the perils insured under section –I of the policy.  
 b) **Indemnity period:** means the duration for which the insured has not been able to resume his usual business activity arising out of operation of the perils insured under section-I but in no case shall this extend for a period greater than 365 days counted from the midnight of the date of loss.
2. It is further declared and agreed that if during indemnity period any goods he sold elsewhere by the insured or by others on his behalf the amount equivalent to 35% (thirty five percent) of such sales be brought into account whilst computing the Company's liability under this extension.

3. It is further declared and agreed that business interruption loss will also be payable in the event of such interruption being occasioned by the direct operation of the perils insured under section-I of the policy in relation to buildings in which the insured carried out his business activity but in which the insured has no insurable interest
4. The company shall not be liable for interruption losses consequential upon material damage to:
  - a) securities, obligations or documents of any kind, stamps, coins or paper-money, cheques, books of accounts of other business books, computer system records.
  - b) Manuscripts, plans, drawings or designs, patterns, models, moulds.
5. The company shall not be liable for 7 days standard gross profit and /or more specifically as stated in the policy schedule.
6. the company shall not be liable in so far as the interruption loss will be increased:-
  - a) by restrictions imposed by public authorities on the reconstruction or operation of the business.
  - b) Due to insured's lack of sufficient capital for timely restoration or replacement of property, destroyed, damaged or lost.
7. The insurance by this policy shall cease if-
  - a) the business be wound up or carried on by a liquidator or receiver or permanently discontinued or.
  - b) The insured's interest ceases otherwise than by death or
  - c) An alteration is made either in the business or in the premises or property therein whereby the risk of the underwriter is increased at any time after the commencement of this insurance, unless its continuation is admitted by memorandum signed by or on behalf of the company.
8. on the happening of any occurrence in consequence of which a claim is or may be made under this policy, the insured shall;-
  - a) forthwith give notice thereof to the company.
  - b) With due diligence do and concur in doing and permit to be done all things which may be reasonably practicable to minimize or check any interruption or interference with the business or to avoid or diminish the loss.
  - c) Not less than 30 (thirty) days after the expiry of the period of indemnity or within such further time as the company may in writing allow at his own expense deliver to the company in writing a statement setting forth particulars of his claim together with details of all other parts of it or consequential loss of any kind resulting therefrom.
  - d) At his own expense, produce or procure and give to the company such documents, proofs, information, explanations and other evidence as may reasonably be required by or on behalf of the company for the purpose of investigating or verifying the claim together with a declaration on oath or in other legal form of the truth of the claim and of any matter connected therewith.

No claim under this policy shall be payable unless the terms of this condition have been complied with and in the event of non-compliance therewith in any respect any payment on account of the claim already made shall be repaid to the company forthwith.

## 6 REDRESSAL OF GRIEVANCE

In case of any grievance the insured person may contact the company through

Website: <https://nationalinsurance.nic.co.in/>

Toll free: 1800 345 0330

E-mail: [customer.relations@nic.co.in](mailto:customer.relations@nic.co.in)

Phn: (033) 2283 1742

Post: National Insurance Co. Ltd.,

6A Middleton Street, 7th Floor,

CRM Dept.,

Kolkata - 700 071

Insured person may also approach the grievance cell at any of the company's branches with the details of grievance.

If Insured person is not satisfied with the redressal of grievance through one of the above methods, insured person may contact the grievance officer (Office in-Charge) at that location.

For updated details of grievance officer, kindly refer the link: <https://nationalinsurance.nic.co.in/>

Grievance may also be lodged at IRDAI Integrated Grievance Management System - <https://igms.irda.gov.in/>

The contact details of the Insurance Ombudsman offices are as below-

Areas of Jurisdiction	Office of the Insurance Ombudsman
Gujarat , UT of Dadra and Nagar Haveli, Daman and Diu	Office of the Insurance Ombudsman, 2nd floor, Ambica House, Near C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad – 380 014. Tel.: 079 - 27546150 / 27546139 Fax: 079 - 27546142 Email: <a href="mailto:bimalokpal.ahmedabad@ecoi.co.in">bimalokpal.ahmedabad@ecoi.co.in</a>
Karnataka	Office of the Insurance Ombudsman, JeevanSoudhaBuilding,PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: <a href="mailto:bimalokpal.bengaluru@ecoi.co.in">bimalokpal.bengaluru@ecoi.co.in</a>
Madhya Pradesh and Chhattisgarh	Office of the Insurance Ombudsman, JanakVihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: <a href="mailto:bimalokpal.bhopal@ecoi.co.in">bimalokpal.bhopal@ecoi.co.in</a>
Odisha	Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: <a href="mailto:bimalokpal.bhubaneswar@ecoi.co.in">bimalokpal.bhubaneswar@ecoi.co.in</a>
Punjab , Haryana, Himachal Pradesh, Jammu and Kashmir, UT of Chandigarh	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: <a href="mailto:bimalokpal.chandigarh@ecoi.co.in">bimalokpal.chandigarh@ecoi.co.in</a>
Tamil Nadu, UT– Pondicherry Town and Karaikal (which are part of UT of Pondicherry)	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: <a href="mailto:bimalokpal.chennai@ecoi.co.in">bimalokpal.chennai@ecoi.co.in</a>
Delhi	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23239633 / 23237532 Fax: 011 - 23230858 Email: <a href="mailto:bimalokpal.delhi@ecoi.co.in">bimalokpal.delhi@ecoi.co.in</a>
Assam , Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura	Office of the Insurance Ombudsman, JeevanNivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2132204 / 2132205 Fax: 0361 - 2732937 Email: <a href="mailto:bimalokpal.guwahati@ecoi.co.in">bimalokpal.guwahati@ecoi.co.in</a>
Andhra Pradesh, Telangana and UT of Yanam – a part of the UT of Pondicherry	Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 65504123 / 23312122 Fax: 040 - 23376599 Email: <a href="mailto:bimalokpal.hyderabad@ecoi.co.in">bimalokpal.hyderabad@ecoi.co.in</a>
Rajasthan	Office of the Insurance Ombudsman, JeevanNidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005.

	Tel.: 0141 - 2740363 Email: <a href="mailto:Bimalokpal.jaipur@ecoi.co.in">Bimalokpal.jaipur@ecoi.co.in</a>
erala , UT of (a) Lakshadweep, (b) Mahe – a part of UT of Pondicherry	Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: <a href="mailto:bimalokpal.ernakulam@ecoi.co.in">bimalokpal.ernakulam@ecoi.co.in</a>
West Bengal, UT of Andaman and Nicobar Islands, Sikkim	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: <a href="mailto:bimalokpal.kolkata@ecoi.co.in">bimalokpal.kolkata@ecoi.co.in</a>
Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.	Office of the Insurance Ombudsman, 6th Floor, JeevanBhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: <a href="mailto:bimalokpal.lucknow@ecoi.co.in">bimalokpal.lucknow@ecoi.co.in</a>
Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane	Office of the Insurance Ombudsman, 3rd Floor, JeevanSevaAnnexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: <a href="mailto:bimalokpal.mumbai@ecoi.co.in">bimalokpal.mumbai@ecoi.co.in</a>
State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshihar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanschiramnagar, Saharanpur	Office of the Insurance Ombudsman, BhagwanSahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: GautamBuddh Nagar, U.P-201301. Tel.: 0120-2514250 / 2514251 / 2514253 Email: <a href="mailto:bimalokpal.noida@ecoi.co.in">bimalokpal.noida@ecoi.co.in</a>
Bihar, Jharkhand.	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Email: <a href="mailto:bimalokpal.patna@ecoi.co.in">bimalokpal.patna@ecoi.co.in</a>
Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region	Office of the Insurance Ombudsman, JeevanDarshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020 - 32341320 Email: <a href="mailto:bimalokpal.pune@ecoi.co.in">bimalokpal.pune@ecoi.co.in</a>