

**KOTAK SHOP SECURE****Policy wording**

Whereas the Insured has made to Kotak Mahindra General Insurance Company Ltd. (hereinafter called the "Company"), a proposal which is hereby agreed to be the basis of this Policy and has paid the premium specified in the Schedule, now the Company agrees, subject always to the following terms, conditions, exclusions, and limitations, to indemnify the Insured in excess of the amount of the Deductible and subject always to the Sum Insured and/ or Limit of Indemnity against such loss as is herein provided.

**COVERAGE**

On the happening of any insured event as provided for hereunder arising during the Policy Period and notified as prescribed, the Company will make payment as provided for under each Section but only up to the Sum Insured or Limit of Indemnity as specified in the Schedule against each Section or each sub-limit of the Sum Insured or the Limit of Indemnity, as the case may be.

Note: Section I and any one other section is mandatory under this Policy  
The section as specified in the Schedule will be operative under this Policy only.

**SECTION I - FIRE & SPECIAL PERILS (COMPULSORY SECTION)****SCOPE OF COVER**

The Company will indemnify the Insured in respect of loss or damage to the building and/or contents as specified in the Schedule, due to

**I Fire**

Excluding loss, destruction of or damage caused to the property insured by

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

**II Lightning****III Explosion/Implosion**

Excluding loss, destruction of or damage

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

**IV Aircraft Damage**

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

**V Riot, Strike and Malicious Damage**

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

- a) total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind
- b) permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully Constituted Authority
- c) permanent or temporary dispossession of any building or plant or unit or machinery resulting from the unlawful occupation by any person of such building or plant or unit or machinery or prevention of access to the same
- d) burglary, housebreaking, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any malicious act.

If the Company alleges that the loss/damage is not caused by any malicious act, the burden of proving the contrary shall be upon the insured.

#### **Terrorism Damage Exclusion Warranty:**

This Policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

This exclusion also includes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the above.

#### **VI Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation (STFI)**

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

#### **VII Impact Damage**

Loss or visible physical damage or destruction caused to the property insured due to impact by any rail/ road vehicle or animal by direct contact not belonging to or owned by

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

**1. VIII Subsidence and Landslide including Rockslide**

Loss, destruction or damage directly caused by subsidence of part of the site on which the property stands or land slide/rock slide excluding:

- a) the normal cracking, settlement or bedding down of new structures
- b) the settlement or movement of made up ground
- c) coastal or river erosion
- d) defective design or workmanship or use of defective materials
- e) demolition, construction, structural alterations or repair of any property, ground works or excavations

**IX Bursting and/or overflowing of Water Tanks, Apparatus and Pipes****X Missile Testing operations****XI Leakage from Automatic Sprinkler Installations**

Excluding loss, destruction or damage caused by

- a) defects in construction known to the Insured
- b) repairs or alterations to the buildings or premises
- c) repairs, removal or extension of the sprinkler installation.

**XII Bush Fire**

Excluding loss, destruction or damage caused by Forest Fire.

Provided that the liability of the Company shall in no case exceed in respect of each item the sum insured expressed in the Schedule to be insured thereon or in the whole the total Sum Insured hereby or such other sum or sums as may be substituted therefor by memorandum hereon or attached hereto signed by or on behalf of the Company.

**EXCLUSIONS**

1. Loss, destruction or damage to bullion or unset precious stones, any curios or works of art for an amount exceeding Rs. 10,000/-good held in trust/commission, manuscripts, plans, drawings, securities, obligations or documents of any kind, stamps, coins or paper money, cheques, books of accounts or other business books, computer systems records, explosives unless otherwise expressly stated in the Policy.
2. Loss, destruction or damage to the stocks in Cold Storage premises caused by change of temperature.
3. Loss, destruction or damage to any electrical machines, apparatus, fixtures, or fittings arising from or occasioned by over-running, excessive pressure, short circuiting, arcing, self heating or leakage of electricity from whatever cause (lightning included) provided that this exclusion shall apply only to the particular electrical machine, apparatus, fixture or fitting so affected and not to other machines, apparatus, fixtures or fittings which may be destroyed or damaged by fire so set up.
4. Expenses necessarily incurred on (i) Architects, Surveyors and Consulting Engineer's Fees and (ii) debris removal by the Insured following a loss, destruction or damage to the

property insured by an insured peril in excess of 3% and 1% of the claim amount respectively.

5. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
6. Loss or damage by spoilage resulting from the retardation or interruption or cessation of any process or operation caused by operation of any of the perils covered.
7. Loss by theft during or after the occurrence of any insured peril except as provided under Riot, Strike and Malicious Damage cover.
8. Any loss or damage occasioned by or through or in consequence, directly or indirectly, due to volcanic eruption or other convulsions of nature.
9. Loss or damage to property insured if removed to any building or place other than in which it is herein stated to be insured, except machinery and equipment temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding 60 days.

## CONDITIONS

1. All insurance under this Section of the Policy shall cease on expiry of seven days from the date of fall or displacement of any building or part thereof or of the whole or any part of any range of buildings or of any structure of which such building forms part.  
PROVIDED such a fall or displacement is not caused by insured peril, loss or damage which is covered by this Section of the Policy or would be covered if such building, range of buildings or structure were insured under this Section of the Policy.  
Notwithstanding the above, the Company subject to an express notice being given as soon as possible but not later than seven days of any such fall or displacement may agree to continue the insurance subject to revised rates, terms and conditions as may be decided by it and confirmed in writing to this effect.
2. Under any of the following circumstances the insurance ceases to attach as regards the property effected unless the Insured, before the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the Policy by or on behalf of the Company:-
  - (a) If the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building insured or containing the insured property be changed in such a way as to increase the risk of loss or damage by insured perils.
  - (b) If the building insured or containing the insured property becomes unoccupied and so remains for a period of more than 30 days.
  - (c) If the interest in the property passes from the Insured otherwise than by will or operation of law.
3. This insurance does not cover any loss or damage to property which, at the time of the happening of such loss or damage, is insured by or would, but for the existence of this Policy, be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected.
4. 4.1 On the happening of any loss or damage the Insured shall forthwith give notice thereof

to the Company and shall within 15 days after the loss or damage, or such further time as the Company may in writing allow in that behalf, deliver to the Company

4.1.1 A claim in writing for the loss or damage containing as particular an account as may be reasonably practicable of all the several articles or items or property damaged or destroyed, and of the amount of the loss or damage thereto respectively, having regard to their value at the time of the loss or damage not including profit of any kind.

4.1.2 Particulars of all other insurances, if any

The Insured shall also at all times at his own expense produce, procure and give to the Company all such further particulars, plans, specification books, vouchers, invoices, duplicates or copies thereof, documents, investigation reports (internal/external), proofs and information with respect to the claim and the origin and cause of the loss and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of the liability of the Company as may be reasonably required by or on behalf of the Company together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

No claim under this policy shall be payable unless the terms of this condition have been complied with

4.2 In no case whatsoever shall the Company be liable for any loss or damage after the expiry of 12 months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration; it being expressly agreed and declared that if the Company shall disclaim liability for any claim hereunder and such claim shall not within 12 calendar months from the date of the disclaimer have been made the subject matter of a suit in a court of law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder

5. On the happening of loss or damage to any of the property insured by this policy, the Company may

5.1 enter and take and keep possession of the building or premises where the loss or damage has happened.

5.2 take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage.

5.3 keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same.

5.4 sell any such property or dispose of the same for account of whom it may Concern.

The powers conferred by this condition shall be exercisable by the Company at any time until notice in writing is given by the insured that he makes no claim under the policy, or if any claim is made, until such claim is finally determined or withdrawn, and the Company shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to the Insured or diminish its rights to rely upon any of the conditions of this policy in answer to any claim.

If the insured or any person on his behalf shall not comply with the requirements of the Company or shall hinder or obstruct the Company, in the exercise of its powers hereunder, all benefits under this policy shall be forfeited

The Insured shall not in any case be entitled to abandon any property to the Company

whether taken possession of by the Company or not.

6. If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under the policy or if the loss or damage be occasioned by the willful act, or with the connivance of the Insured, all benefits under this policy shall be forfeited.
7. If the Company at its option, reinstate or replace the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or join with any other Company or Insurer(s) in so doing, the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage nor more than the sum insured by the Company thereon. If the Company so elect to reinstate or replace any property the insured shall at his own expense furnish the Company with such plans, specifications, measurements, quantities and such other particulars as the Company may require, and no acts done, or caused to be done, by the Company with a view to reinstatement or replacement shall be deemed an election by the Company to reinstate or replace.

If in any case the Company shall be unable to reinstate or repair the property hereby insured, because of any municipal or other regulations in force affecting the alignment of streets or the construction of buildings or otherwise, the Company shall, in every such case, only be liable to pay such sum as would be requisite to reinstate or repair such property if the same could lawfully be reinstated to its former condition.

8. If the property hereby insured shall at the breaking out of any fire or at the commencement of any destruction of or damage to the property by any other peril hereby insured against be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of the policy shall be separately subject to this condition.
9. If at the time of any loss or damage happening to any property hereby insured there be any other subsisting insurance or insurances, whether effected by the Insured or by any other person or persons covering the same property, this Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.
10. At all times during the period of insurance of this policy, the insurance cover will be maintained to the full extent of the respective sum insured in consideration of which upon the settlement of any loss under this policy, pro-rata premium for the unexpired period from the date of such loss to the expiry of period of insurance for the amount of such loss shall be payable by the insured to the Company.

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

from the claim amount, when settled, of the pro-rata premium to be calculated from the date of loss till expiry of the policy. Notwithstanding what is stated above, the Sum Insured shall stand reduced by the amount of loss in case the insured immediately on occurrence of the loss exercises his option not to reinstate the sum insured as above.

## **SECTION II – BUSINESS INTERRUPTION (FIRE) (OPTIONAL SECTION)**

### **SCOPE OF COVER**

The Company agrees (subject to the Conditions and Exclusions applicable to Section II or endorsed or otherwise expressed hereon and also to the Conditions and Exclusions applicable to Section I covering the interest of the insured in the property at the premises) that if any building or other property or any part thereof used by the Insured at the premises for the purpose of the business, be destroyed or damaged by the perils covered under Section I of this Policy (destruction or damage so caused being hereinafter termed 'Damage') and the business carried on by the Insured at the business premises be in consequence thereof interrupted or interfered with, the Company will pay to the Insured in respect of each item in the Schedule the amount of loss resulting from such interruption or interference in accordance with the provisions contained in this Section:

#### 1.1

### **PROVIDED THAT**

1. such Damage is caused at any time after payment of the Premium during the period of insurance named in the Schedule or of any subsequent period in respect of which the insured shall have paid and the company shall have accepted the premium required for the renewal of the policy.
2. at the time of the happening of the Damage there shall be in force a FIRE POLICY covering the interest of the Insured in the property at the Premises against such Damage and that payment shall have been made or liability admitted thereunder. However this Provision shall not apply where payment is not made under FIRE POLICY solely due to operation of a provision in a FIRE POLICY excluding liability for losses below the specified amount.
3. The liability of the Company shall in no case exceed in respect of each item the sum expressed in the said Schedule to be insured thereon or in the whole the total sum insured hereby or such other sum or sums may hereafter be substituted thereof by memorandum duly signed by or on behalf of the Company.

### **CONDITIONS**

1. The insurance by this Policy shall cease if:
  - a) the Business be wound up or be carried on by a Liquidator or Receiver or permanently discontinued
  - or
  - b) the Insured's interest ceases otherwise than by death
  - or
  - c) any alteration be made either in the Business or in the Premises or property therein whereby the risk of damage is increased, at any time after the commencement of this insurance, unless its continuance be admitted by memorandum signed by or on behalf of the Company.

2. Notice shall be given to the Company of alteration in existing blocks, addition of new blocks and/ or premises and/ or deletion of existing blocks and/ or premises during the currency of the Policy to enable the Company to determine whether the basis rate of the Policy undergoes a change as a result of such inclusions/ exclusions and to effect necessary adjustments in the Premium under this Policy.
3. On the happening of any Damage in consequence of which of 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 minimise or check any interruption of or interference with the business or to avoid or diminish the loss,
  - c) not later than thirty days after the expiry of the period of indemnity or within such further time as the Company may in writing allow, at his own expense deliver to the Company in writing a statement setting forth particulars of his claim together with details of all other insurances (if any) covering the Damage or any part of it or consequential loss of any kind resulting therefrom,
  - d) at his own expense produce or procure and give to the Company such books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs, information explanation and other evidence as may reasonably be required by or on behalf of the Company for the purpose of investigating or verifying the claim together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

Provided that no claim under this Policy shall be payable unless the terms of this Condition have been complied with and in the event of non-compliance therewith in any respect, any payment on account of the claim already made shall be repaid to the Company forthwith.

4. In no case whatsoever shall the Company be liable in respect of any claim under this Policy after the expiration of:
  - a) One year from the end of the Period of Indemnity or if later,
  - b) Three months from the date on which payment shall have been made or liability admitted by the Company covering the Damage giving rise to the said claim, unless the claim is the subject of pending action of Arbitration.
5. This policy and the Schedule (which forms an integral part of this policy) shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of this policy or of the Schedule shall bear such specific meanings wherever they may appear.
6. This insurance does not cover any loss resulting from damage occasioned by/or through or in consequence directly or indirectly of any of the following occurrences namely:
  - a) War, invasion, act of foreign enemy, hostilities or Warlike operations (whether war be declared or not), Civil war



- b) Mutiny, Civil commotion assuming the proportion of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power

In any action suit or other proceeding where the co-alleges that be reason of the provision of this condition any loss or damage is not covered by this Insurance, the burden of proving that such loss or damage is covered shall be upon the insured.

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

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

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

8. This section shall also be subject to other relevant definitions and specifications as attached to this policy.

#### **RETURN OF PREMIUM CLAUSE**

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

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

#### **Terrorism Damage Exclusion Warranty**

This Policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), or unlawful associations, recognized under Unlawful

Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

This exclusion also includes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the above.

### **SECTION III – BURGLARY AND HOUSEBREAKING (OPTIONAL SECTION)**

#### **SCOPE OF COVER**

The Company will indemnify the Insured in respect of:

1. the loss of or damage to Contents or any part thereof whilst contained in the Insured Premises caused by actual or attempted Burglary and/or Robbery during the Policy Period;
2. damage to the Insured Premises (including the reasonable costs incurred by the Insured for changing damaged locks at the entry and/or exit points to the Insured Premises and at internal entry and/or exit points) caused by actual or attempted Burglary during the Policy Period.
3. The coverage provided hereunder includes the loss of money caused by:
  - a. actual or attempted burglary during the Policy Period but only if the money is contained in a safe or strong room whilst the Insured Premises are unoccupied;
  - b. Robbery during the Policy Period from the cashier's till and/or counter in the Insured Premises during business hours.

#### **EXCLUSIONS**

The Company is not liable for and no indemnity or payment will be provided in respect of any loss arising out of, caused by, occasioned by, attributable to or howsoever connected to:

1. Valuables;
2. any claim in which the Insured, any employee or any other person lawfully on or about the Insured Premises is or is alleged to be in any way concerned or implicated;
3. any consequential losses of any kind, be they by way of loss of profit, loss of opportunity, loss of gain or potential gain, business interruption, market loss or otherwise, and any other legal liability of any kind;
4. Contents from any safe or strong room following the use of a key to gain access thereto, or any duplicate thereof belonging to the Insured unless such key has been obtained by robbery;
5. loss of or damage to livestock, motor vehicles, trucks, trailers and pedal cycles and fixed accessories thereof.

#### **CONDITIONS**

1. It is a condition precedent to the Company's liability hereunder that the Insured shall:
  - 1.1. Immediately and in any event within 24 hours of the happening of any Insured event giving rise to or likely to give rise to any claim under this Policy give written notice to

the Company to the address shown in the Schedule, and in the case of the notification of an event likely to give rise to a claim, the Insured shall specify in writing the grounds for holding such belief;

- 1.2. immediately and in any event within 24 hours lodge a complaint with the police detailing the items and/or money lost in respect of which the Insured intends to submit a claim or the circumstances which might reasonably be expected to give rise to a claim, and within the same period provide a copy of that written complaint and the First Information Report to the Company;
  - 1.3. within 14 days deliver to the Company a detailed written statement of the items and/or money lost and an estimate of the quantum of any claim along with all documentation required to support and substantiate the amount sought from the Company;
  - 1.4. expeditiously provide the Company and its representatives and appointees with all the information, assistance and documentation that they might reasonably require;
  - 1.5. take all reasonable steps to identify the perpetrators of the Robbery and/or Burglary and discover and recover any Contents and/or money lost.
2. The Insured shall maintain a contemporaneous account of money held in a safe or strong room and keep the same securely in some place other than the safe or strong room. The liability of the Company (subject to the Limit of Indemnity) shall be limited to a sum not exceeding the amount shown in the aforesaid account, which shall be produced to the Company in the event of a claim.

#### **SECTION IV- ELECTRONIC EQUIPMENTS / APPLIANCES (OPTIONAL SECTION)**

##### **SCOPE OF COVER**

This Section covers loss, damage to:-

All Electronic equipments like Computers, Medical, Biomedical, Micro- processors; Audio/Visual equipments including the value of Systems Software. The term 'equipment' in this Section of the Policy shall include the entire computer system consisting of CPU, Keyboards, Monitors, Printers, Stabilizers, UPS, and System Software.

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

The Company hereby agrees with the insured (subject to the exclusions & conditions contained herein or endorsed hereon) that if at any time during the period of Insurance stated in the schedule or during any subsequent period for which the insured pays and the Company may accept the premium for the renewal of this Policy, the items or any part thereof entered in the Schedule shall suffer any unforeseen and sudden physical loss or damage from any cause, other than those specifically excluded, in a manner necessitating repair or replacement, the Company will indemnify the Insured in respect of such loss or damage as hereinafter provided by payment in cash, replacement or repair (at their own option) up to an amount not exceeding in any one year of insurance in respect of each of the items specified in the Schedule the sum set opposite thereto and not exceeding in all the total sum expressed in the Schedule as insured hereby.

##### **PROVISIONS APPLYING TO SECTION IV-**

##### **SUM INSURED**

It is a requirement of this insurance that the Sum Insured shall be equal to the cost of replacement of the insured property by new property of the same kind and same capacity,

which shall mean its replacement cost including freight, dues and customs duties, if any and erection costs.

The Sum Insured of the equipment insured under this Section shall include the value of 'System Software'.

#### **BASIS OF INDEMNITY**

- a) In cases where damage to an insured item can be repaired the Company will pay expenses necessarily incurred to restore the damaged electronic equipment to its former state of serviceability plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs as well as ordinary freight to and from a repair-shop customs duties and dues if any, to the extent such expenses have been included in the Sum Insured. If the repairs are executed at a workshop owned by the Insured, the Company will pay the cost of materials and wages incurred for the purpose of the repairs plus a reasonable percentage to cover overhead charges.

No deduction shall be made for depreciation in respect of parts replaced, except those with limited life, but the value of any salvage will be taken into account. If the cost of repairs as detailed hereinabove equals or exceeds the actual value of the electronic equipment insured immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in (b) below.

- b) In cases where an insured item is destroyed, the Company will pay the actual value of the item immediately before the occurrence of the loss, including costs for ordinary freight, erection and customs duties if any, provided such expenses have been included in the Sum Insured, such actual value to be calculated by deducting proper depreciation from the replacement value of the item. The Company will also pay any normal charges for the dismantling of the electronic equipment destroyed, but the salvage will be taken into account.

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

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

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

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

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

If the Sum Insured is less than the amount required to be insured as per provision under SUM INSURED hereinabove, the Company will pay only in such proportion as the sum

insured bears to the amount required to be insured. Every item if more than one shall be subject to this condition separately.

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

## EXCLUSIONS

The Company shall not, however, be liable for –

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

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

- j) "Application Software" being external is not included under the Policy.
- k) Willful act or willful negligence of the Insured or his representative.
- l) Cessation of work whether total or partial.

- m) Cost Incurred/time involved in the movement of machinery and/or any other property and/or personnel outside the territorial limits of India other than the cost of delivery of replacements for machinery lost or damaged.
- n) Derangement of the Insured property not accompanied by damage otherwise covered by this policy.
- o) Loss of or damage to the property covered under this policy falling under the terms of the Maintenance Agreement.
- p) Loss destruction or damage directly occasioned by pressure wave caused by aircraft and other aerial devices traveling at Sonic or Supersonic speeds.

### **Terrorism Damage Exclusion Warranty**

This Policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

This exclusion also includes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the above.

### **WARRANTY –**

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

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

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

### **SECTION V – MACHINERY BREAKDOWN (OPTIONAL SECTION)**

#### **SCOPE OF COVER**

The company that subject to the terms, exceptions, exclusions, provisions and conditions contained herein or endorsed hereon, will at its own option by payment or reinstatement or repair, indemnify the Insured against unforeseen and sudden physical damage by any cause

not hereinafter excluded to any Insured property specified in the attached schedule(s) whilst in the premises therein mentioned necessitating its immediate repair or replacement. This Policy shall apply to the Insured items after successful completion of their performance/ acceptance tests, whether they are at work or at rest, or being dismantled for the purpose of cleaning or overhauling, or in the course of the aforesaid operations themselves, or when being shifted within the premises, or during subsequent re-erection. The liability of the Company for any one item of the Insured property shall not exceed in the aggregate in any one period of Insurance the Sum Insured set against such in the attached schedule(s), unless the Sum Insured under such item is reinstated after occurrence of a claim for balance period.

### **SUM INSURED**

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

### **BASIS OF INDEMNITY**

- a) In cases where damage to an insured item can be repaired, the Company will pay expenses necessarily incurred to restore the damaged machine to its former state of serviceability plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs as well as ordinary freight to and from a repair-shop, customs duties, if any, to the extent such expenses have been included in the Sum Insured. If the repairs are executed at a workshop owned by the Insured the Company will pay the cost of materials and wages incurred for the purpose of the repairs plus a reasonable percentage to cover overhead charges.

No deduction shall be made for depreciation in respect of parts replaced except those with limited life but the value of any salvage will be taken into account.

If the cost of repairs as detailed hereinabove equals or exceeds the actual value of the machinery insured immediately before the occurrence of the damage the settlement shall be made on the basis provided for in (b) below.

- b) In cases where an insured item is destroyed, the Company will pay the actual value of the item immediately before the occurrence of the loss including costs for ordinary freight, erection and customs duties, if any, provided such expenses have been included in the Sum Insured, such actual value to be calculated by deducting proper depreciation from the replacement value of the item. The Company will also pay any normal charges for the dismantling of the machinery destroyed but the salvage will be taken into account.

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

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

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

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

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

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

## 1.2 EXCLUSIONS

This Section does not cover loss or damage caused by or due to:-

- a) Loss, damage and/or liability caused by or arising from or in consequence, directly or indirectly of fire including extinguishment of a fire or clearance of debris and dismantling necessitated thereby, smoke, soot, aggressive substance, lightning, explosion of any kind (other than bursting or disruption of turbines, compressors, cylinders of steam engines, hydraulic cylinders or fly wheels or other apparatus subject to centrifugal force, internal pressure) theft, collapse of buildings, subsidence, landslide, rockslide, water which escapes from water containing apparatus, flood, inundation, storm, tempest, earthquake, volcanic eruption or other Acts of God, impact of land borne or waterborne or airborne craft or other aerial devices and/or articles dropped therefrom.
- b) Any loss or damage by fire within the electrical appliances and installation insured by this Section of the Policy arising from or occasioned by overrunning, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity, from whatever cause (lightning included), is covered; provided that this extension shall apply only to the particular electrical machine; apparatus fixture fitting or portions of the electrical installation so affected and not to other machines, apparatus, fixtures fittings or portions of the electrical installation which may be destroyed or damaged by fire so set up.
- c) Accident, Loss, damage and/or liability resulting from over load experiments or tests requiring the imposition of abnormal conditions.
- d) Gradually developing flaws, defects, cracks or partial fractures in any part not necessitating immediate stoppage, although at some future time repair or renewal of the parts affected may be necessary.
- e) Deterioration of or wearing away or wearing out any part of any machine caused by or naturally resulting from normal use or exposure.
- f) 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.
- g) Liability assumed by the Insured by agreement unless such liability would have attached to the Insured notwithstanding such agreement.



- h) Loss, damage and/or liability due to faults or defects existing at the time of commencement of this insurance and known to the Insured or his responsible representative but not disclosed to the Company.
- i) Loss of use of the Insured's plant or property of any other consequential loss incurred by the Insured.
- j) Loss, damage and/or liability due to explosions in Chemical Recovery Boilers, other than pressure explosions for e.g. smelt, chemical, ignition, explosions etc.
- k) Loss of or damage to belts, ropes, chains, rubber tyres, dies, moulds, blades, cutters, knives or exchangeable tools, engraved or impression cylinders or rolls; objects made of glass, porcelain, ceramics, all operating media (e.g. lubricating oil, fuel, catalyst, refrigerant, dowtherm) felts, endless conveyor belts or wires; sieves, fabrics, heat resisting and anti-corrosive lining and parts of similar nature, packing material, parts not made of metal (except insulating material) and non-metallic lining or coating of metal parts;
- l) Loss or damage for which the manufacturer or supplier or repairer of the property is responsible either by law or contract.

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

## **SECTION VI – ALL RISK (OPTIONAL SECTION)**

### **SCOPE OF COVER**

The Company agrees to indemnify subject to the terms, exceptions, limitations and condition contained herein or endorsed hereof, the Insured if at any time during the period of insurance the Property described in the schedule hereto and belonging to the Insured be lost or damage by reason and on account of any of the contingencies mentioned in the schedule but not exceeding in the aggregate the total sum insured specified in the schedule.

### **CONDITIONS (BASIS OF CLAIM SETTLEMENT)**

- I. In cases where an insured property is repaired, Company will pay expenses necessarily incurred to restore the damaged property to its former state of serviceability.
  - a. No deduction shall be made for depreciation in respect of parts replaced, except those with limited life, but the value of any salvage will be taken into account. If the cost of repairs as detailed herein above equals or exceeds the actual value of the property insured immediately before the occurrence of the damage, the settlement shall be made on the basis provided in point II below.
- II. In cases where an insured property is destroyed, Company will pay the actual value of the property immediately before the occurrence of the loss, including costs for ordinary freight, erection and customs duties if any, provided such expenses have been included in the sum insured.

- a. Such actual value to be calculated by deducting proper depreciation from the replacement value of the property.
  - b. Cost of any alterations, improvements or overhauls shall not be recoverable under this policy.
  - c. Cost of any provisional repairs will be borne by the Company if such repairs constitute part of the final repairs, and do not increase the total repair expenses.
- III. In cases where the insured property is subject to total loss and has become obsolete, all costs necessary to replace lost or damaged insured property with a follow-up model (similar type) of similar structure/configuration (of similar quality) i.e. low, average or high capacity will be reimbursed.
- a. If the sum insured is less than the amount required to be insured as per provisions hereinabove, Company will pay only in such proportion as the sum insured bears to the amount required to be insured. Every property if more than one shall be subject to this condition separately.
- IV. Works of Art and other valued items insured under the policy

Where the loss or damage can reasonably be Repaired or Reinstated at a Cost less than the Replacement Cost then, the Company will indemnify the Insured in respect of the expenses necessarily incurred to restore the Curios, Works of Art, Paintings or other valued item to its state immediately prior to the happening of the insured event subject to the Company's Liability not exceeding the Sum Insured for the item stated in the Schedule. Where the loss or damage is Total Loss, the Company shall indemnify the Insured for the Agreed Value Sum Insured.

## **ADDITIONAL CONDITIONS**

### **1. SUM INSURED**

The total liability of the Company to indemnify the Insured shall not exceed the Sum Insured stated in the Policy Schedule.

Basis of Sum Insured:

1. For art work, sculptures, antiques, etc. and/or like items, the basis of Sum Insured would be on agreed value basis(based on Valuation Report of a Government approved Valuer) unless otherwise agreed;
2. For all other insured items/articles or subject matter including bullion, jewelery etc., the basis of Sum Insured would be either on Market value or Reinstatement value basis at the option of the insured and as agreed by the Insurer unless otherwise specified.

However, this will be subject to:

1. **SINGLE ARTICLE LIMIT:** Unless specifically and separately stated, the Company's liability in respect of each article or pairs of articles shall not exceed 5% of the total sum Insured under this Policy;
2. **ARTICLES IN PAIRS OR SETS:** Where any items insured hereunder consists of articles in pair or set, the Company's liability in respect thereof shall not exceed the value of any particular part or parts which may be lost or damaged without reference to any special value which such article or articles may have as part of such pair or set and not more than a proportionate part of the Insured value of the pair or set.
3. **REINSTATEMENT OF SUM INSURED:** At all times during the period of insurance of the Policy the insurance cover will be maintained to the full extent of the respective Sum Insured in consideration of which upon the settlement of any loss under this Policy, pro-rata premium for the unexpired period from the date of such loss to the expiry of period of insurance for the amount of such loss shall be payable by the Insured to the Company.

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

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

## EXCLUSIONS

1. Wilful act or wilful negligence of the Insured or his representative(s).
2. Any loss or damage to the insured property or to the general public and/ or legal liability arising out of immoral or unethical use of insured property.
3. Loss of or damage to the property covered under this policy falling under the terms of the maintenance agreement.
4. Loss, destruction or damage directly occasioned by pressure wave caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
5. loss or damage to the Property by or due to or arising from:

- (a) Defective workmanship material or design, wear and tear depreciation, moth, vermin, process of cleaning, repairing, restoring or renovating the action of light or atmospheric conditions or any other gradually operating cause.
  - (b) Manufacturing defects for which the manufacturer is responsible.
  - (c) Mechanical and / or electrical breakdown and/or derangement, overloading or strain; overrunning excessive pressure, short circuiting and / or self -heating
  - (d) Improper handling, dismantling, fitting adjustment, repair alteration or modification not approved by the makers/manufacturers and / or the agents of makers/manufacturers or use of such property contrary to the directives of the makers/manufacturers and/or this agents.
  - (e) Scratching, cracking and/or denting.
  - (f) Breakage of articles of a brittle nature unless such breakage be caused by fire or theft and/or by accidental means external to the property insured.
6. Loss damage or consequential loss directly or indirectly caused by, consisting of, or arising from:
- I. Any functioning or malfunctioning of the internet or similar facility, or of any intranet or private network or similar facility,
  - II. Any corruption, destruction, distortion, erasure or other loss or damage to data, software, or any kind of programming or instruction set,
  - III. Loss of use or functionality whether partial or entire of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic, and any ensuing liability or failure of the Insured to conduct business.
- This shall not exclude subsequent damage not otherwise excluded which itself results from an insured peril.
- 7. Loss or damage arising from detention, confiscation, destruction or requisition by or under the order of any Government of public or local authority.
  - 8. Penalties of delay or detention or in connection with guarantees of performance or efficiency.
  - 9. Theft, loss or damage during the hire or loan of the equipment/instrument to a third party.
  - 10. Mysterious disappearance.
  - 11. Loss/ Damage to any unattended item/ equipment, which is covered in the policy.
  - 12. Loss/ Damage to any unattended item/ equipment carried under contract of affreightment.
  - 13. Loss or damage due to theft or attempted theft by any employees of the insured or loss or damage occasioned through the willful act of the insured or any employee or the willful act of any other person with a connivance of the insured or any employee.
  - 14. Over-winding, denting or internal damage of watches or clocks.

15. Loss or damage to money, securities, manuscripts, deeds, bonds, bills of exchange, promissory notes, stock or share certificates, stamps, travel tickets, travelers cheque, business books or document
16. Loss or damage caused by any defects existing at the time of commencement of the present insurance within the knowledge of the insured or their representatives
17. Any loss or damage arising through delay, detention or confiscation by Customs or other authorities.
18. Loss or damage directly or indirectly, occasioned by or happening through or in consequence of volcanic eruption or other similar convulsion of nature and atmospheric disturbance.
19. Electromagnetic field (EMF) Exclusion: The policy does not apply to, have no liability hereunder to the insured in respect of personal injury, bodily injury or illness of a person, loss or damage to property, or advertising liability arising out of, exposure to any electric, magnetic and/ or electromagnetic field of any frequency, whether the same be caused or allegedly caused by the insured's power lines or otherwise.
20. Consequential loss or legal liability of whatsoever nature.

## **SECTION VII - MONEY (OPTIONAL SECTION)**

### **SCOPE OF COVER**

The Company will indemnify the Insured for the loss In transit of money whilst carried by the Insured or its Employee, caused during the Policy Period by Robbery, theft or any other fortuitous event

The Company will also indemnify the Insured (if specifically declared and insured if shown as such on the Schedule):

- a. for the loss of Money caused by actual or attempted Burglary during the Policy Period but only if the Money is contained in a safe or strong room whilst the Insured Premises are unoccupied, and
- b. for the loss of Money caused by Robbery during the Policy Period from the cashier's till and/or counter in the Insured Premises during business hours.

### **EXCLUSIONS**

The Company is not liable for and no indemnity or payment will be provided in respect of any loss arising out of, caused by, occasioned by, attributable to or howsoever connected to:

1. any consequential losses of any kind, be they by way of loss of profit, loss of opportunity, loss of gain or potential gain, business interruption, market loss or otherwise and any other legal liability of any kind;
2. loss of money carried by anyone other than the Insured or an Employee;
3. loss of money where the Insured or an Employee is or is alleged to be involved as a principal or accessory or is alleged to be in anyway concerned or implicated;
4. money carried under contract of affreightment;
5. loss of money from an unattended vehicle;

6. loss due to or in any way contributed to by the Insured having knowingly permitted or caused or suffered anything to be done or not done whereby the risks hereby Insured against Were increased; any loss of or damage to any property, whether belonging to the Insured, an Employee or any third party;
7. any personal or bodily or mental injury or suffering of any description;
8. any loss not discovered within a period of 72 hours after its occurrence;

## CONDITIONS

1. It is a condition precedent to the Company's liability hereunder that the Insured shall:
  - a. immediately and in any event within 24 hours of the happening of any insured event giving rise to or likely to give rise to any claim under this Policy give written notice to the Company to the address shown in the Schedule, and in the case of the notification of an event likely to give rise to a claim, the Insured shall specify in writing the grounds for holding such belief.
  - b. immediately and in any event within 24 hours lodge a complaint with the police detailing the Money lost in respect of which the Insured intends to submit a claim, and within the same period provide a copy of that written complaint and the First Information Report to the Company.
  - c. within 14 days deliver to the Company a detailed written statement of the Money lost and an estimate of the quantum of any claim along with all documentation required to support and substantiate the amount sought from the Company.
  - d. expeditiously provide the Company and its representatives and appointees with all the information, assistance and documentation that they might reasonably require.
  - e. take all reasonable steps to identify the perpetrators of the Robbery and/or theft and discover and recover any Money lost.
  - f. ensure that when the Insured Premises are unoccupied all safety installations and aids (including, but not limited to, any burglar alarm system) have been properly deployed.
2. The Insured shall maintain a contemporaneous daily written record of the Money In Transit and such record shall be produced to the Company in the event of any claim under this Policy.

## SECTION VIII- FIDELITY (OPTIONAL SECTION)

### SCOPE OF COVER

2. The Company agrees to indemnify the Insured against any direct pecuniary loss sustained by reason of any act of fraud or dishonesty committed by any permanent Employee(s) during the Period of Insurance and during the period of uninterrupted service of such Employee with the Insured and discovered during the continuance of this Policy or within twelve calendar months of the expiry of the Policy thereof and in the case of death, dismissal, resignation or retirement of the Employee within twelve calendar months of such death, dismissal, resignation or retirement whichever of these events shall first happen.
- 3.
4. PROVIDED ALWAYS THAT
  - i. The liability of the Company shall not exceed in respect of
    - (a) any Employee - the Amount Guaranteed against his name or against the relevant Category of Employees in the Schedule
    - (b) any event - the amount specified in the Schedule
    - (c) in respect of all claims under this Policy, the Aggregate Limit of Guarantee specified
  - ii. If this Policy shall be continued in force for more than one Period of Insurance or if any liability shall exist on the part of the Company under this Policy and also under any other policy in respect of fraud or dishonesty of the Employee, the aggregate liability of the Company arising from any number

of acts of fraud or dishonesty committed by such Employee shall not be accumulated or increased but shall not exceed the amount specified hereunder or under any other such policy as aforesaid whichever is greater.

- iii. The Company shall not be liable to pay more than one claim in respect of the actions of any one Employee.

## 5. EXCLUSIONS

The Company shall not be liable in respect of losses:-

1. Discovered more than 12 months after the termination either of this policy or of the service of the Employee concerned.
2. Where there has been any change in the agreed system of check or accounting precautions without the Company's prior consent.
3. any consequential losses of any kind, be they by way of loss of profit, any loss not reflected in the Insured's books of account, loss of opportunity, business interruption, market loss, loss of gain or potential income or gain which should have accrued to the Insured (including but not limited to interest and dividends), or otherwise;
4. legal liability of any kind;
5. Any fact or matter or circumstance of which the Insured was, or ought reasonably to have been, aware at the commencement of the Policy Period
6. Committed by an Employee in respect of whose conduct a claim has already been paid under the Policy.
7. Shortages on account of stock taking, trading losses not caused due to fraud or dishonesty.
8. Arising by usage of ATM, charge and credit cards and internet initiated or operated fraud or the wire transfer of monies to or from any natural person or entity.
9. Arising elsewhere than in India.
10. Of money due to any misfeasance, malfeasance or nonfeasance or breach of trust in relation to money by the Insured.
11. In the event of fraud or dishonesty by an Employee that occurs after the Insured suspected, or had reasonable cause to suspect him of fraud or dishonesty or after the Insured became aware of an act of fraud or dishonesty by that Employee or any material fact bearing on the honesty of that Employee.
12. By trading in securities or derivatives in Insured's name or otherwise and whether in a genuine or fictitious account.
13. On account of additional expense incurred by the Insured towards preparation of documents for substantiating the claim.
14. Arising out of misappropriation of foreign currency by the Employee of the Insured.
15. The Company is not liable for and no indemnity will be provided in respect of any loss arising in circumstances where:
  - a. the Insured carries on any business other than the Business, and/or
  - b. there is any material change in the facts and matters stated in the Insured's proposal, and/or
  - c. the duties or terms of service of Employees differ from those described in the proposal, and/or
  - d. the precautions and checks for ensuring the accuracy of the Insured's accounts and stocks are not as described in the Insured's proposal

## 6. DEFINITION

The term "Employee" wherever appearing in this Policy means any person (other than a person whose employment is of a casual nature or who is employed otherwise than for the purposes of the Insured's business) who has entered into a written contract of permanent employment with the Insured.

## BASIS OF LOSS SETTLEMENT:

- a. If a loss is sustained by Insured as a result of the fraudulent or dishonest conduct of a named employee/ a category of employee , the liability shall be restricted to the sum insured under the Policy against the said employee/the said category of the employee or the value of the actual cash value of money, bullion, travellers cheques, negotiable instruments, bearer bonds or coupons, stamps, cheques or similar instrument, stocks held on trust on the day upon which the loss is discovered, whichever is lower.
- b. If the number of people covered for insurance under this policy against the category of employees is less than the actual number of employees in the said category, Company's liability stands reduced in the same proportion as the number of employees insured bears to actual number of employees in the said Category.
- c. Any monies which, but for the dishonest or fraudulent conduct of the employee concerned, would have been payable to such employee by Insured and any monies of such employee under Insured's custody or control shall be reduced from the amount payable by Company in diminution or extinction of any loss.
- d. All claims and losses resulting from one and the same fraudulent or dishonest act or a series of fraudulent or dishonest acts arising out of or attributable to the same originating cause, source or event shall be deemed to be one claim subject to a single employee sum insured under the Policy.

## CONDITIONS

1. It is a condition precedent to the Company's liability under this Policy that upon the discovery of any event giving rise to a claim, or the existence of circumstances likely to give rise to a claim (regardless of whether the quantum of the claim can be ascertained), the Insured shall:
  - a) immediately and, in any event, within 7 days, give full written notice of the same (including an estimate of the loss) to the address shown in the Schedule for this purpose and in the case of the existence of circumstances likely to give rise to a claim shall specify the grounds for such belief,
  - b) take all reasonable steps to minimize the quantum of any Claim that may be made and/or any further loss that might arise,
  - c) immediately lodge a complaint with the police detailing the loss in respect of which the Insured intends to claim, and provide a copy of that written complaint, the First Information Report and/or Final Report to the Company,
  - d) within 14 days deliver to the Company a detailed written statement of the loss that has occurred and an estimate of the quantum of any claim along with all documentation required to support and substantiate the amount sought from the Company,
  - e) expeditiously and at the Insured's cost provide the Company and its representatives and appointees with access to and all of the information, assistance, records and documentation in relation to the loss and the Company's liability hereunder that might reasonably be required.
2. In the event of the non-renewal or cancellation of this Policy, the Company shall (subject to the Policy terms, conditions, and exclusions) accept losses arising during the Policy Period and first discovered within 90 days of the date of cancellation or expiry of the Policy Period, as the case may be.
3. If a loss is sustained by the Insured as a result of the fraudulent or dishonest conduct of an Employee and other Employees, then the liability of the Company shall stand reduced in the same proportion as the number of Employees bears to the number of Employees involved in causing the said loss.
4. Any monies which, but for the dishonest or fraudulent conduct of the Employee concerned, would have been payable to such Employee by the Insured and any monies of such Employee with the Insured (or which may come into the custody, care or control of the Insured) shall be applied by



the Insured, to the extent it is legally entitled to do so, against the amount payable by the Company in diminution or extinction of any loss.

5. In no event shall the Company be liable under this Policy for more than the actual cash value of money, bullion, travellers cheques, negotiable instruments, bearer bonds or coupons, stamps, cheques, bank or currency notes or similar instruments on the day upon which the loss is discovered.
6. If so indicated in the Schedule, then during the Policy Period the Insured shall maintain a proper and contemporaneous record of the actual amount of cash or stock held by Employees, which record shall be available for inspection by the Company at any reasonable time. Within one month from the expiry of this Policy the Insured shall provide the Company with a written record of the actual amount of cash or stock held by Employees during the Policy Period and any information or supporting documentation in respect thereof that the Company may request. If the amount of cash or stock held by Employees ascertained after the expiry of this Policy shall differ from the Insured's estimate thereof as stated in the proposal, then (if the actual amount of cash or stock held by Employees exceeds the Insured's estimate of the same) the Insured shall pay to the Company any additional premium that the Company may determine by reference to the differential, or (if the actual amount of cash or stock held by Employees is less than the Insured's estimate of the same) the Company will reimburse the Insured by reference to the differential but subject to minimum retention of premium of 75%.
7. The insurance provided by this Policy shall be deemed cancelled in respect of any Employee:
  - 7a. immediately upon the discovery by the Insured of any dishonest or fraudulent act, error or omission on the part of such Employee; no cover shall be available hereunder in respect of any loss sustained in consequence of any fraudulent or dishonest act, error or omission occurring after the date of the discovery of (or of reasonable cause for suspicion of) the same on the part of the Employee concerned;
  - 7b. immediately upon the Company and/or the Insured giving written notice of the same.
8. Any security available with the Insured relating to the Employee shall be handed over to the Company on settlement of the claim and the Insured shall also execute such documents as may be required by the Company to enforce the security.
9. Unless the Company be advised and its written approval be obtained, the Company shall not be liable hereunder in the event of any change in the nature of the Business of the Insured or in the duties and conditions of service of the Employee or if remuneration of the Employee be reduced/increased or its basis altered or if the precautions stated by the Insured with regard to accounting be not duly followed or if the Insured shall continue to entrust the Employee with money or goods after having knowledge of any material fact bearing on the honesty of the Employee.
10. If required by the Company, the authorized representative of the Company shall in case of any loss to the Insured be permitted at all reasonable times to examine the circumstances of such loss and the Insured shall on being required so to do by the Company produce all books of accounts, receipts, or documents relating to or containing entries relating to the loss in his possession and furnish copies of or extracts from such of them as may be required by the Company so far as they relate to such claims or will in any way enable the Company to ascertain the correctness thereof or the liability of the Company under this Policy.
11. The Company shall be entitled at its own expense and for its own benefit, in the name of the Insured to prosecute all claims and exercise all rights of action competent to the Insured against the Employee in respect of any act Insured against in connection with which it may have made payment under this Policy and the Insured shall give to the Company all such information and assistance as may be reasonably required for the exercise of such claims or rights.
12. The Insured shall if and when required by the Company but at the expense of the Company, use all diligence in prosecuting any Employee for conviction of any act which such Employee shall

have committed and in consequence of which a claim may be made under this Policy. The Insured shall at the Company's expense give all information and assistance to enable the Company to sue for and obtain reimbursement from any such Employee by reason of whose acts or defaults a claim has been made, or against the estate of such Employee, for money which the Company shall have become liable to pay in respect thereof.

13. In the event of any transfer of interest except by death this insurance shall cease unless expressly agreed to by the Company and noted on this Policy by endorsement.
14. For the purpose of identifying the Employee in all cases of change of residence or occupation or change of name whether by marriage or otherwise, due notice thereof in writing shall be given by the Insured to the Company.

## **SECTION IX – PLATE GLASS (OPTIONAL SECTION)**

### **SCOPE OF COVER**

The Company will indemnify the Insured against

- a) any Accidental loss of or damage caused to Plate Glass at the Insured Premises occurring during the Policy Period, and
- b) the reasonable cost of repairing and reinstating frames and/or framework necessitated by such loss or damage to Plate Glass, but subject to a maximum payment of Rs.5,000/- for each and every claim.

### **EXCLUSIONS**

The Company shall not be liable in respect of any loss arising out of or howsoever attributable to any of the following:

- a. Any loss or damage that could have been insured against under Section I of this Policy.
- b. Cracked, scratched, or imperfect Plate Glass.
- c. Any loss or damage caused wilfully or knowingly by the Insured, or any loss or damage in which the Insured or any person acting on his behalf is involved or implicated.
- d. Any Plate Glass other than Plate Glass of plain and ordinary glazing quality, unless specifically stated otherwise in the Schedule.
- e. Any consequential damage or losses, whether of a financial or property nature or by reason of personal injury, and any legal liability of the Insured.
- f. During the course of any alteration, removal or repair to the Plate Glass.
- i. Breakage of glass that is not completely and securely fixed;

### **CONDITIONS**

1. The Company may, in its sole and absolute discretion, repair, replace or reinstate the Plate Glass to a condition equivalent to that which existed immediately prior to the Insured event as an alternative to making payment to the Insured.
2. If the Company opts to make payment to the Insured, then:

- 2.1 The payment will be assessed by reference to the cost of replacing the Plate Glass with glass of plain and ordinary glazing quality, unless specifically stated otherwise in the Schedule.
- 2.2 Where any Plate Glass is no longer in production, the payment will be assessed by reference to the latest available price that was being charged by reputable manufacturers for the same or similar Plate Glass.
- 2.3 The Company's liability to make payment shall be up to the sub-limit of the Sum Insured specified in the Schedule for each item of Plate Glass, subject always to the Sum Insured.
- 2.4 All Plate Glass in respect of which a claim is accepted under this Policy shall become the property of the Company and the Insured shall, at its own expense, take all steps to preserve it and remove from it any uninsured items.

#### **6.1 SECTION X- SIGNAGE (OPTIONAL SECTION)**

##### **SCOPE OF COVER**

The Company will indemnify the Insured against the reasonable repair or replacement costs of the Insured's neon sign or glow sign fixed at the Insured Premises caused by:

1. Accidental means;
2. Accidental fire, flood or inundation;
3. lightning or external explosion or theft;
4. riot, strike, or malicious act
5. storm, tempest, typhoon, hurricane, tornado or cyclone, occurring during the Policy Period.

##### **EXCLUSIONS:**

The Company is not liable for and no indemnity or payment will be provided in respect of any loss arising out of, caused by, occasioned by, attributable to or howsoever connected to:

1. any fault or defect of which the Insured was or ought reasonably to have been aware at the commencement of the Policy Period, regardless of whether such was or should have been known to the Company;
2. loss or damage for which the manufacturer or supplier is responsible;
3. loss or damage due to or consequent upon Wear and tear, gradual deterioration, atmospheric or climatic conditions, rust, corrosion, moth, vermin or insect;
4. any costs incurred in connection with maintenance, including parts replaced in the course of such maintenance operations;
5. any costs incurred in connection with the elimination of functional failures unless such failures were caused by an indemnifiable event hereunder;
6. loss or damage caused by or arising out of the wilful acts or wilful gross negligence of the Insured and/or the Insured's Employees;
7. the fusing or burning out of bulbs and/or tubes arising from short-circuit or arcing or any other mechanical or electrical breakdown or faults;
8. loss of or damage caused by sun, rain, hail, or climatic or atmospheric conditions.

6.2

##### **CONDITIONS**

1. Where an item can reasonably be repaired or reinstated at a cost less than the replacement cost then, the Company will indemnify the Insured in respect of the expenses necessarily incurred to restore such item to its state immediately prior to the happening of the Insured event.

2. In the case of a total loss, the Company shall indemnify the Insured in respect of the restoration or replacement costs up to the Limit of Indemnity.

### 6.3 SECTION XI- BAGGAGE (OPTIONAL SECTION)

6.4

#### **SCOPE OF COVER**

The Company will indemnify the Insured and/or the Insured's Employee in respect of the Accidental loss of, destruction of or damage caused to personal baggage accompanying the Insured and/or the Insured's Employee and for which the Insured and/or the Insured's Employee is responsible whilst traveling anywhere in India as specified in the Policy Schedule for the purpose of the Business.

6.5

#### **BASIS OF INDEMNITY**

1. Where an insured item can reasonably be repaired or reinstated at a cost less than the replacement cost then, the Company will indemnify the Insured up to the Sum Insured in respect of the expenses necessarily incurred to restore such item to its state immediately prior to the happening of the insured event.
2. In the case of a total loss, the Company shall indemnify the Insured in respect of the restoration or replacement costs up to the Sum Insured.

#### **EXCLUSIONS**

The Company is not liable for and no indemnity will be provided in respect of any loss arising out of, caused by, occasioned by, attributable to or howsoever connected to:

1. Breakage, cracking or scratching of crockery, glass, cameras, binoculars, lenses, sculptures, curious, gramophone records, pictures, musical instruments, sports gear and similar articles of brittle and fragile nature, unless caused by fire or accident to the means of conveyance.
2. Loss, destruction or damage caused by mechanical or electrical derangement / breakdown of any article unless caused by external Accidental means.
3. Loss, destruction or damage caused by over winding and denting or internal damage of watches and clocks.
4. loss of or damage to jewellery or Valuables
5. Loss, destruction or damage caused by or arising from the leakage, spilling or exuding of liquids, oils or materials of a like nature or articles of dangerous or damaging nature.
6. Theft from any car except car of fully enclosed saloon type having at the time all the doors, windows and other openings securely locked and properly fastened.
7. Loss destruction or damage to articles which did not form part of the baggage when the travel commenced unless specifically declared and accepted by the Company.
8. Loss destruction or damage to articles of consumable and perishable nature.
9. Loose articles such as sticks, umbrellas, sun shades, fans, deck chairs, property in use on the voyage and or journey, or articles whilst being worn on the person or carried about.

10. Loss or damage to any electrical machine, apparatus, fixtures or fittings (including wireless sets, radio, television sets and tape recorders) arising from overrunning, excessive pressure, short circuiting, arcing, heating or leakage of electricity from whatever cause (lightning included).
11. Loss or damage whilst being conveyed by any carrier under contract of affreightment.

#### **6.6 SECTION XII- PEDAL CYCLE (OPTIONAL SECTION)**

##### **6.7 SCOPE OF COVER**

The Company will indemnify the Insured in respect of loss of or damage to the pedal cycle belonging to the Insured and caused by:

- a) Fire, lightning or external explosion
- b) Burglary and/or housebreaking
- c) Riot, strike, malicious act and terrorist activities
- d) Accidental external means
- e) Earthquake, flood, cyclone, storm tempest and other similar convulsions of nature or atmosphere disturbances

Provided that the liability of the Company in respect of any one pedal cycle in any one Policy Period will not individually or in the aggregate exceed the sub-limit of the Sum Insured set against such item in the Schedule.

##### **6.8 BASIS OF INDEMNITY**

1. Where the Pedal Cycle can reasonably be repaired or reinstated at a cost less than the replacement cost then, indemnification will be in respect of the expenses necessarily incurred to restore such item to its state immediately prior to the happening of the insured event.
2. In the case of a total loss, replacement costs up to sub-limit of the sum insured set against such item in the Schedule.

#### **7. EXCLUSIONS**

The Company shall not be liable for:-

1. any accident, loss or damage caused by or through or in connection with the use of any Pedal Cycle for hire or reward or outside India;
2. damage caused by over loading, strain or mechanical breakdown;
3. loss of or damage to accessories by theft unless the Pedal Cycle is stolen at the same time;
4. theft of unattended pedal cycle not under lock and key.
5. Loss or damage occurring whilst the Pedal Cycle is being used for competition, racing or pace making.
6. Legal liability of any kind, arising out of any accidental event to third party.

#### **7.1 SECTION XIII- PERSONAL ACCIDENT (OPTIONAL SECTION)**

##### **7.2**

##### **SCOPE OF COVER:**

The company will indemnify the insured and/or their employees against death or bodily injury following an Accident resulting in any of the events listed in the Table of Events below, Company will pay to insured or their nominee (in event of death of insured) specified in the Schedule for such percentage stated against the event in the Table of Events of the sum insured stated in the Schedule provided that Insured have opted for coverage against that event and paid premium for the same.

**BENEFIT COVERED:**

**Death-** Company will pay the Sum Insured if the Insured Person dies solely and directly due to an Injury sustained in an Accident which occurs during the Policy Period, provided that the Insured Person's death occurs within 12 months from the date of that Accident.

Once a claim has been accepted and paid under this Benefit then this Policy will automatically terminate in respect of that Insured Person.

**Permanent Total Disability-** Company will pay the Sum Insured if the Insured Person suffers Permanent Total Disablement of the nature specified below solely and directly due to an Accident which occurs during the Policy Period provided that the Permanent Total Disablement occurs within 12 months from the date of that Accident:

- I. Loss of sight of both eyes, or Physical Separation/ Loss of Use of two entire hands or two entire feet, or one entire hand and one entire foot, or of such Loss of sight of one eye and such Physical Separation/ Loss of use of one entire hand or one entire foot.
- II. Physical Separation/ Loss of Use of two hands or two feet, or of one hand and one foot, or of Loss of sight of one eye and Loss of Use of one hand or one foot.
- III. If such Injury shall as a direct consequence thereof, permanently, and totally, disable the Insured Person from engaging in any employment or occupation of any description whatsoever.

Once a claim has been accepted and paid under this Benefit then this Policy will automatically terminate in respect of that Insured Person.

**Permanent Partial Disability-** Company will pay the percentage of the Sum Insured specified below if the Insured Person suffers Permanent Partial Disablement of the nature specified below solely and directly due to an Accident which occurs during the Policy Period provided that the Permanent Partial Disablement occurs within 12 months of the date of that Accident. Maximum amount payable in respect of multiple nature of disablement (more than 100%) would be restricted to Sum Insured opted by the Insured for this Benefit as mentioned in the Policy Schedule

Sr. No	Loss Covered	Percentage of Sum Insured
1.	Loss of Use/ Physical Separation:	
	One entire hand	50%
	One entire foot	50%
	Loss of Sight of one eye	50%
	Loss of toes – all	20%
	Great both phalanges	5%
	Great – one phalanx	2%
	Other than great if more than one toe lost	1%
2.	Loss of Use of both ears	50%
3.	Loss of Use of one ear	20%

4.	Loss of four fingers and thumb of one hand	40%
5.	Loss of four fingers	35%
6.	Loss of thumb - both phalanges - one phalanx	25% 10%
7.	Loss of Index finger - three phalanges two phalanges one phalanx	10% 8% 4%
8.	Loss of middle finger – three phalanges two phalanges one phalanx	6% 4% 2%
9.	Loss of ring finger - three phalanges two phalanges one phalanx	5% 4% 2%
10.	Loss of little finger – three phalanges two phalanges one phalanx	4% 3% 2%
11.	Loss of metacarpus - first or second (additional) third, fourth or fifth (additional)	3% 2%

## EXCLUSIONS

Company shall not be liable to make any payment under this Section of this Policy directly or indirectly for, caused by, based upon, arising out of or howsoever attributable to any of the exclusions below:

- (i) Any Hospitalization consequent to any condition arising from or traceable to any disease of the organs of generation, malignant disease of mammary gland, pregnancy, childbirth, abortion or miscarriage or any complications and/or sequels arising from the foregoing, except where such condition arises directly as a consequence of an accident during the policy period.
- (ii) Disease, Injury, death or disablement directly or indirectly due to war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other end's invasion, act of foreign enemy hostilities or civil commotion or rebellion, military, naval or air service or breach of law, hunting, steeple chasing, revolution, insurrection, mutiny, engaging in aviation other than as a passenger (fare paying or otherwise) in any licensed standard type of aircraft
- (iii) Circumcision or strictures, vaccination, inoculation, sex change, beauty treatment of any description, intentional self-injury, insanity, dissipation, nervous breakdown (which expression shall cover also general debility, "run down" conditions and "general overhaul"), venereal disease, intemperance, use of intoxicating drugs, liquors or any diseases, Injury, death or disablement directly or indirectly due to any one or more of them
- (iv) Dental treatment, eye treatment and plastic surgery unless necessitated as a consequence of an Injury
- (v) Any Injury present prior to the commencement of Policy Period, whether or not if the same has been treated, or for which medical advice, diagnosis, care or treatment has been sought before the commencement of this Policy. Any illness, complication or ailment arising out of or connected to such Injury
- (vi) Any Medical Expenses not incurred in a Hospital or Day Care Centre

- (vii) Payment of compensation in respect of death, disablement (whether of a permanent nature or of a temporary nature), Injury, disease, illness, Hospitalization of Insured Person
- from intentional self-injury, suicide or attempted suicide;
  - whilst under the influence of intoxicating liquor or drugs;
  - whilst engaging in aviation or ballooning, or whilst mounting into, or dismounting from or travelling in any balloon or aircraft other than as a passenger (fare-paying or otherwise) in any Scheduled Airlines in the world, or engaging in any kind of adventure sports for personal gratification.  
[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 Scheduled Airline or whether such an aircraft has a single engine or multiengine;]
  - directly or indirectly caused by venereal disease or insanity or mental, nervous or emotional disorder;
  - arising or resulting from the Insured Person committing any breach of law with criminal intent.
- (viii) Payment of compensation in respect of death, disablement (whether of a permanent nature or of a temporary nature), Injury, disease, illness, Hospitalization of Insured Person from participation in winter sports, skydiving/parachuting, hang gliding, bungee jumping, scuba diving, mountain climbing (where ropes or guides are customarily used), riding or driving in races or rallies using a motorized vehicle or bicycle, caving or pot-holing, hunting or equestrian activities, skin diving or other underwater activity, rafting or canoeing involving white water rapids, yachting or boating outside coastal waters (2 miles), participation in any Professional Sports, any bodily contact sport or any other hazardous or potentially dangerous sport for which the Insured Person is untrained, unless specifically covered under the Policy.
- (ix) Arising from ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel. For the purpose of this exclusion, combustion shall include any self-sustaining process of nuclear fission or nuclear fusion
- (x) Directly or indirectly caused by or contributed by/ or arising from Nuclear weapon materials
- (xi) Death, disablement (whether of a permanent nature or of a temporary nature), Injury, disease, illness, Hospitalization of Insured Person resulting directly or indirectly arising out of, contributed to or caused by, or resulting from or in connection with any act of Nuclear, Chemical, Biological Terrorism (as defined below) regardless of any other cause or event contributing concurrently or in any other sequence to the loss
- For the purpose of this exclusion "Nuclear, Chemical, Biological Terrorism" shall mean the use of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous Chemical agent and/or Biological agent during the period of this insurance by 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 or ideological purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear
  - "Chemical" agent shall mean any compound, which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants, or material property
  - "Biological" agent shall mean any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesized toxins) which cause illness and/or death in humans, animals or plants



(xii) All non-medical expenses.

7.3

7.4 **SECTION XIV- EMPLOYEE COMPENSATION (OPTIONAL SECTION)**

### SCOPE OF COVER

If at any time during the Period of Insurance any Employee or Employees of the Insured shall sustain Injury by accident arising out of and in the course of his employment in the Business, for which the Insured is liable to pay compensation under any Law(s) specified in the Schedule, then the Company shall indemnify the Insured upto the Limit of Indemnity against all sums for which the Insured shall be so liable, including costs and expenses for defending any such claim incurred with the Company's consent.

### CONDITIONS

1. **PROVIDED ALWAYS** that in the event of any change in the Law(s) or the substitution of other legislation therefor, this Policy shall remain in force but the liability of the Company shall be limited to such sum as the Company would have been liable to pay if the Law(s) had remained unaltered.
2. **Safeguards:** The Insured shall take reasonable precautions to prevent accidents and disease and shall comply with all statutory obligations, manufacturer's recommendations and other safety regulations in conduct of the Business.
3. **Declaration of employees & wages:** It is clearly agreed and Understood that the Insured shall be bound at all times to declare all employees and wages payable in respect of such employees on the basis of which the Premium for this Policy is calculated.  
In case of increase in employees or wages subsequent to insurance, Insured shall keep the Company intimated and obtain endorsement by payment of necessary additional premium.  
The Insured shall as and when required by the Company permit inspection of its records to verify the wages and employees and shall also provide duly authenticated copies thereof if so required the Company.
4. **Average:** Notwithstanding anything contained hereinabove,
  - a. If the number of employees (whether on duty or otherwise) employed by the Insured on the date of accident is higher than the number covered under this Policy, the Company shall indemnify Insured's liability arising out of such accident, only in such proportion that the number of Employees covered bears to the Employees found employed on the date of accident.
  - b. If the amount of wages declared for this insurance for all employees is less than the actual wages paid until date of accident, the Company shall be liable to indemnify on any claim only in proportion that the wages declared bears to the wages paid. For the purpose of this clause, the wages declared shall be calculated proportionately for the period from commencement of Policy until date of accident for comparison with the actual wages paid during such period to determine applicability of this clause.

- c. If the liability of the Insured for any claim by an employee is determined on the basis of wages higher than covered under this Policy, the Company shall be liable to indemnify only in proportion that the wages covered under the Policy for the employee/employees bears to the wages on the basis of which Insured is held liable. For the purpose of this clause, the wages covered in respect of any employee shall be deemed to be the average wage per employee in the category under which the employee falls as specified in the Schedule, unless actual Wages paid at the time of accident is substantiated by submission of documentary evidence to the Company.

If more than one of the above clauses is found applicable in respect of a claim, only such clause under which the liability of the Company is least shall be applied.

5. **Maintenance of record of employees/ wages:** The Insured undertakes to maintain an accurate record of the Employees and Wages in respect of the Business throughout the Period of Insurance, in compliance with all statutory requirements or otherwise, and allow the Company to inspect such records during or upon expiry of this Policy.

## EXCLUSIONS

This Policy shall not cover liability of the **Insured**:

- a) For Injury caused to employee by accident directly or indirectly caused by or arising from or in consequence of or attributable to war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, mutiny, insurrection, rebellion, revolution or military or usurped power, nuclear weapons material, ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- b) Accident occurring at any other place than the place or places of employment specified in the Schedule, unless the employee was at such other place whilst on duty for the purpose of business and on the directions of the Insured or any of its official authorized to exercise control and supervision over the employee.
- c) For occupational diseases contracted by an employee
- d) For interest and/or penalty imposed on the Insured under any law or otherwise.
- e) Under any Law for medical expenses in connection with treatment of any Injury sustained by an employee
- f) For persons employed in the business under a contractor or sub-contractor of the Insured unless specifically covered in the Schedule
- g) For Injury sustained by person whilst in the employment of the Insured otherwise than in the Business and/or who has/ is not declared for insurance under this Policy.
- h) Assumed by agreement which would not have attached in the absence of such agreement.
- i) For any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party.

- j) For any accident occurring whilst the employee is under the influence of intoxicating liquor or drugs.
- k) For any incapacity or death of an employee resulting from his/her deliberate self-injury or the deliberate aggravation of an accidental Injury.
- l) For Injury caused to employee by accident directly or indirectly caused by or arising from or in consequence of or attributable to any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

#### 7.5

For the purpose of this exclusion, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

### 7.6 SECTION XV- PUBLIC LIABILITY (OPTIONAL SECTION)

#### 7.7

#### **SCOPE OF COVER:**

The Company will indemnify the Insured against its legal liability (including defence Costs) to pay damages for third party civil Claims arising out of bodily injury or property damage caused in the course of the business by an accident in the insured premises and during the policy period if notified during the Policy Period in accordance with the terms of this Policy.

The Company will, subject to the limit of indemnity, pay all costs, fees and expenses incurred with their prior written consent in the investigation, defence or settlement of any claim and the Insured's costs of representation at any civil inquest, inquiry, or other proceedings in respect of matters which have a direct relevance to an actual or anticipated Claim against the Insured falling within the terms of this Policy. All amounts expended by the Company in the payment of any Claim or in defence costs will reduce the Limit of Indemnity.

#### 7.8

#### **EXCLUSIONS**

The Company is not liable for and no indemnity will be provided in respect of any loss arising out of, caused by, occasioned by, attributable to or howsoever connected to:

1. Any agreed assumption of risk by the Insured, save to the extent that liability would have attached in the absence of such agreement.
2. Any accident arising out of the deliberate, willful or intentional non-compliance with any statutory provision.
3. Any bodily injury of any person under a contract of employment or apprenticeship with the Insured, or the Insured's contractors or sub-contractors, if such bodily injury was contracted and/or arose out of and in the course of his employment.

4. The Insured's consequential losses of any kind, be they by way of loss of profit, loss of opportunity, business interruption, market loss or otherwise, or any claims arising out of loss of a pure financial nature such as loss of goodwill.
5. The infringement of plans, copyrights, patents, trade names, trade marks or registered designs.
6. Libel, slander, false arrest, wrongful eviction, wrongful detention, defamation including mental injury, anguish or shock resulting there from.
7. The ownership possession or use by or on behalf of the Insured of any motor vehicle or trailer for which compulsory insurance is required by legislation other than the following:
  - 7.1. accidents caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer;
  - 7.2. accidents occurring beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer;
  - 7.3. claims for damage to any bridge, Weighbridge, road or anything beneath caused by the Weight of any motor vehicle or trailer or of the load carried therein;
  - 7.4. claims arising out of any motor vehicle or trailer temporarily in the Insured's custody or control for the purpose of parking.
8. The ownership, possession or use by or on behalf of the Insured of any watercraft, hovercraft, or air- or spacecraft.
9. The transportation of materials and/or hazardous or dangerous substances outside the Insured's Premises.
10. Damage to property belonging to third parties that is rented, leased or hired or under hire-purchase or on loan to the Insured. An indemnity shall however be provided for claims arising out of accidental damage to the Insured Premises or the Contents thereof, that are temporarily occupied by the Insured for working thereon, but only to the extent the Insured is held legally liable for the same independently of any specific agreement relating to the use of the same.
11. Damage to property belonging to third parties handled by the Insured by way of his trade or worked upon by or in the care, custody or control of the Insured or any person employed by or working for the Insured. An indemnity shall however be provided for claims arising out of damage to Employees' and visitors clothing or personal effects brought onto the Insured's Premises with the Insured's consent.
12. The deliberate, conscious or intentional disregard by the Insured's management of the need to take all reasonable steps to prevent Bodily Injury and/or Property Damage.
13. Bodily Injury and/or Property Damage occurring prior to the Retroactive Date.
14. Any liability under the Public Liability Insurance Act 1991, any amendment thereto, or any other statute or law which attaches liability on a no fault basis.
15. Pollution of any kind.
16. Any Product.
17. Any Claim made, threatened or intimated against the Insured prior to the Policy Period.
18. Any Claim directly or indirectly arising out of, or in any way involving any fact or circumstance of which written notice has been given, or ought reasonably to have been given, under any previous Policy (whether Insured by the Company or not); or of which the Insured first became aware prior to the Policy Period and which the Insured knew or ought reasonably to have known had the potential to give rise to a claim.
19. Liability more specifically Insured elsewhere.
20. Any Claim made where the circumstances that exist are materially different to the circumstances represented by the Insured in the proposal.
21. Any Claim directly or indirectly made or arising in any respect from or in any manner connected to earthquake, tornado, typhoon, cyclone, flood or other convulsions of nature or atmospheric disturbance.

**CONDITIONS**

1. It is a condition precedent to the Company's liability hereunder that the Insured shall immediately and in any event 14 days give the Company written notice, to the address specified in the Schedule for this purpose, of:
  - 1.1. any claim made against the Insured during the Policy Period; and/or
  - 1.2. any circumstance occurring during the Policy Period which might reasonably be expected to give rise to a claim and any circumstance notified under this clause and any subsequent Claim arising out of the circumstance so notified shall be deemed to have been made during the Policy Period, and shall not admit liability for or settle or compromise or make or promise any payment in respect of any Claim which may be the subject of an indemnity hereunder or incur any costs or expenses in connection therewith without the prior written consent of the Company, which shall be entitled (but in no case obliged) to take over and conduct in the name of the Insured the investigation, defence and/or settlement of any claim, for which purpose the Insured shall give all the information, documentation, records and other assistance that the Company and/or its representatives may reasonably require. Having taken over the defence of any Claim, the Company may in its sole and absolute discretion relinquish the same.
2. The Company will not settle any Claim without the consent of the Insured. If, however, the Insured refuses to consent to any settlement recommended by the Company and elects to contest or continue any legal proceedings then the liability of the Company shall not exceed the amount for which the Claim could have been so settled plus the costs and expenses incurred with its consent up to the date of such refusal.
3. In respect of any claim, the Company may in its sole and absolute discretion make a payment to the Insured (inclusive of defence costs) of the amount available under the Limit of Indemnity or of any lesser amount for which the claim may in fact be settled (whichever is the lesser) in full and final settlement of all liability of the Company to the Insured under this Policy in respect of that claim.
4. The Insured shall keep accurate records of its annual turnover, including all taxes and duties paid by it, and will provide the Company with access to such records as requested. The Company may at any reasonable time inspect any property of the Insured.
5. If, in the case of continual and continuous inhalation, ingestion or application of any substance resulting from an Insured event, the Insured and the Company should disagree as to when the Bodily Injury or the Property Damage happened, then:
  - 5.1. the Bodily Injury shall be deemed to have occurred when the claimant first consulted a qualified Medical Practitioner in respect of the same, and
  - 5.2. the Property Damage shall be deemed to have occurred when it first became physically evident to the claimant, even if the cause itself was unknown.

**7.9 SECTION XVI- TENANT LEGAL LIABILITY (OPTIONAL SECTION)****SCOPE OF COVER:**

The company will indemnify the insured (tenant) against liability arising from

1. loss of or damage to the insured premises by any of causes listed in Section-I under "SCOPE OF COVER" other than Act of God Perils( Earthquake, lightning, subsidence, landslide, rock slide, Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation )

**7.10 EXCLUSIONS****7.11**

- i. Wear & tear,
- ii. Settlement or shrinkage,
- iii. Vermin, insects, fungus, the weather, or anything which happens gradually;
- iv. Faulty materials, design or workmanship;
- v. Building work which involves alterations, renovations, extensions or repairs; or subsidence or heave of the land.

**GENERAL EXCLUSIONS (Applicable to all Section)-**

No indemnity is available hereunder and no payment will be made by Company for any claim directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following:

1. The Deductible/ Excess, as stated in the Schedule, to be borne by Insured for each and every claim.
2. Loss, destruction or damage caused by war, invasion, act of foreign enemy hostilities or war like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
3. 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. Consequential loss of any kind or description except for Section II Business Interruption.
5. Liability more specifically insured under a separate policy.
6. Any circumstance, fact or matter of which the Insured was or ought reasonably to have been aware prior to the commencement of the Policy Period.
7. Loss, destruction or damage directly or indirectly caused to the property insured by
  - I. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - II. the radioactive toxic, explosives or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
8. Loss, destruction or damage caused to the insured property by pollution or contamination excluding;
  - I. pollution or contamination which itself results from a peril hereby insured against.
  - II. any peril hereby insured against which itself results from pollution or contamination
9. Terrorism Damage Exclusion Warranty:

This policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

This exclusion also includes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the above.

#### **GENERAL CONDITIONS (Applicable to all Section) –**

- 1. DUTY OF DISCLOSURE:** This Policy shall be void and all premiums paid hereon shall be forfeited to the Company in the event of misrepresentation, mis-description or nondisclosure of any material fact.
- 2. REASONABLE CARE:** The Insured shall take all reasonable care to safeguard the property insured against accident, loss or damage. The Insured shall at his own expense take all reasonable precautions and comply with all reasonable recommendations of the Company to prevent loss, damage or liability and comply with statutory requirements and manufacturers recommendations. In the event of any accident or any incidence giving rise to a loss, the Insured property shall not be left unattended and without proper precautions being taken to prevent further damage or loss.

The above condition is not applicable to Section XIII

- 3.** All payments made in discharge of obligations under the Policy would be in Indian Rupees only, unless specifically agreed otherwise.
- 4.** Representatives of the Company shall at any reasonable time have the right to inspect and examine the risk and the Insured shall provide the representatives of the Company with all details and information necessary for the assessment of the risk.
- 5.** The Insured shall immediately notify the Company by facsimile/E-mail or in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require to ensure safe operation of the insured properties and the scope of cover and / or premium shall, if necessary, be adjusted accordingly. No material alteration shall be made or admitted by the Insured whereby the risk is increased unless the continuance of the insurance be confirmed in writing by the Company.
- 6.** Any knowledge or information of any circumstance or condition in connection with the Insured in possession of any official of the Company shall not be notice to or be held to bind or prejudicially affect the Company notwithstanding subsequent acceptance of any premium.

7. The payment by the Company to the Insured or his/her nominee or legal heirs of any compensation or benefit under the Policy shall in all cases be an effectual discharge to the Company and the Company shall not be bound to take notice or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this Policy.
8. Any special provisions subject to which this Policy has been entered into and endorsed in the Policy or in any separate instrument shall be deemed to be part of this Policy and shall have effect accordingly.
9. **CLAIMS PROCEDURE:** Upon the happening of any event giving rise or likely to give rise to a claim under this Policy the Insured shall –
  - a) give immediate notice thereof in writing to the nearest office with a copy to the Policy issuing office of the Company;
  - b) lodge complaint with the Police for offence(s) against property insured, if any committed;
  - c) take all steps within his power to minimise the extent of loss or damage;
  - d) preserve the parts affected and make them available for inspection by a representative or surveyor of the Company;
  - e) deliver to the Company a detailed statement in writing regarding the loss or damage with an estimate of the intrinsic value of the property lost or the amount of damage caused to the property, as the case may be, within the date (as specified in Condition of each relevant Section of this Policy) and wherever the same is not specified then 14 Days of discovery of an event causing loss or damage to the property insured ;
  - f) tender to the Company all reasonable information, assistance and proof in connection with any claim.
10. **INDEMNITY(Applicable for section where not specifically mentioned):** The Company may at its option reinstate, replace or repair the property lost or damaged or any part thereof instead of paying the amount of loss or damage or may join with any other insurer in so doing, but the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage, not more than the sum insured thereon.
11. If in any case the Company shall be unable to reinstate or repair the insured property/item, because of any law or other regulations in force affecting insured property or otherwise, the Company shall, in every such case, only be liable to pay such sum as would be requisite under this Policy.
12. **AVERAGE(Applicable for section where not specifically mentioned):** 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. Every item if more than one of the Policy shall be separately subject to this Condition.
13. **CONTRIBUTION:** If at the time of happening of any loss or damage covered by this Policy there be any other insurance of any nature whatsoever covering the same loss, damage



or liability, whether effected by the Insured or not, then the Company shall not be liable to pay or contribute more than its ratable proportion of any loss or damage.

- 14. 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, deeds 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, deeds and things shall be or become necessary or required before or after the Insured's indemnification by the Company.
- 15. FRAUD:** If any claim under this Policy is in any respect fraudulent or if any false declaration is made or used in support thereof or if any fraudulent means or device are used by the Insured or any one acting on the Insured's behalf to obtain any benefit under this Policy, all benefits and rights under the Policy shall be forfeited.
- 16. LIMITATION OF LIABILITY:** If a Claim is rejected or partially settled under the terms of the Policy and is not the subject of a pending suit or other proceedings within the applicable period specified under the Limitation Act 1963 (as amended and any other applicable law), the Claim shall be deemed to have been closed and Company's liability in respect of it shall be extinguished.

**17. CANCELLATION:**

The Company may cancel the Policy on grounds of mis-representation, fraud, non-disclosure or non-cooperation by the Insured, giving 15 days' notice to the Insured for the cancellation and there would be no refund of premium.

The Insured may also give 15 days' notice in writing, to the Company, for the cancellation of this Policy, in which case Company shall retain premium for the period this Policy has been in force at the Company's short period scales (Table given here below), provided no claim has occurred up to the date of cancellation of this Policy.

The Short period scale is as follows:

For a period not exceeding	1 month	20% of the Annual Premium
For a period not exceeding	2 months	30% of the Annual Premium
For a period not exceeding	3 months	40% of the Annual Premium
For a period not exceeding	4 months	50% of the Annual Premium
For a period not exceeding	5 months	60% of the Annual Premium
For a period not exceeding	6 months	70% of the Annual Premium
For a period not exceeding	7 months	80% of the Annual Premium
For a period not exceeding	8 months	90% of the Annual Premium
For a period exceeding	8 months	The full Annual Premium

- 18. ARBITRATION:** If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the

parties thereto 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.

19. This policy shall be governed by the laws of India and is subject to the exclusive jurisdiction of the courts of India.
20. **OBSERVANCE OF TERMS AND CONDITIONS:** The due observance and fulfilment of the terms, conditions and endorsement of this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the proposal shall be a condition precedent to any liability of the Company.
21. **NOTICE:** Every notice and communication to the Company required by this Policy shall be in writing and be addressed to the office of the Company through which this insurance is effected.
22. **INTERPRETATION:** This Policy and the Schedule shall be read together and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such meaning wherever it may appear.
23. **RENEWAL NOTICE:** This Policy will automatically terminate at the end of the period of Insurance stated in the schedule. The Company shall not be bound to accept any renewal premium nor to give notice that such is due.
24. **CLAIM SETTLEMENT:** The Company will settle the claim under this policy within 30 days from the date of receipt of necessary documents required for assessing the claim. In the event that the Company decides to reject a claim made under this policy, the Company shall do so within a period of thirty days of the survey report or the additional survey report, as the case may be, in accordance with the provisions of Protection of Policyholders' Interest Regulations 2002.
25. **GEOGRAPHICAL SCOPE-** The geographical scope of coverage for this policy will be restricted to the territorial limits of India unless specified otherwise in the Schedule.
26. No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company who shall be entitled if they so desire to take over and conduct in the name of the Insured the defence or settlement of any claim for indemnity or damage or otherwise and shall have full discretion in the conduct of any proceeding or in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.

**27. TRANSFER OF INTEREST:** The insurance granted by this Policy shall cease to attach to any items described in the Schedule the interest in which shall pass from the Insured otherwise than by will or operation of law. Unless the consent of the Company for the continuance of the Insurance shall be obtained and signified by endorsement hereon

## 28. GRIEVANCE

For resolution of any query or grievance, Insured may contact the respective branch office of the Company or may call toll free number 1800 266 4545 or may write an e- mail at [care@kotak.com](mailto:care@kotak.com).

In case the Insured is not satisfied with the response, Insured may contact the Grievance Officer of the Company at [grievanceofficer@kotak.com](mailto:grievanceofficer@kotak.com). In case if the Insured is not satisfied with the solution the Grievance Officer has provided, Insured can write to [seniorgrievanceofficer@kotak.com](mailto:seniorgrievanceofficer@kotak.com)/ [chiefgrievanceofficer@kotak.com](mailto:chiefgrievanceofficer@kotak.com).

However, if the resolution provided by us is not satisfactory you may approach Insurance Regulatory and Development Authority of India (IRDAI) through the Integrated Grievance Management Section (IGMS) or IRDA Grievance Call Centre (IGCC) at their toll free no.155255.

You may also approach Insurance Ombudsman, subject to vested jurisdiction, for the redressal of grievance. The details of the Insurance Ombudsman is available at Annexure I.

The details of the Insurance Ombudsman/ complete Grievance Redressal Process is also available at Company's website: [www.kotakgeneralinsurance.com](http://www.kotakgeneralinsurance.com)

The updated details of Insurance Ombudsman offices are also available on the website of Executive Council of Insurers: [www.ecoi.co.in/ombudsman.html](http://www.ecoi.co.in/ombudsman.html)

**Annexure I**
**Details of Insurance Ombudsman**

Office Details	Jurisdiction of Office Union Territory, District
<b>Ahmedabad:</b> Office of the Insurance Ombudsman, 6th Floor, Jeevan Prakash Bldg, Tilak Marg, Relief Road, Ahmedabad - 380001. Tel.: 079 – 25501201/ 02/ 05/ 06 Email: <a href="mailto:bimalokpal.ahmedabad@ecoi.co.in">bimalokpal.ahmedabad@ecoi.co.in</a>	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
<b>Bengaluru:</b> Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049. Email: <a href="mailto:bimalokpal.bengaluru@ecoi.co.in">bimalokpal.bengaluru@ecoi.co.in</a>	Karnataka.
<b>Bhopal:</b> Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel, Near New Market, BHOPAL(M.P.)-462 003. Tel.: 0755-2769201 / 2769202 Fax: 0755-2769203	Madhya Pradesh and Chattisgarh.

Email: <a href="mailto:bimalokpal.bhopal@ecoi.co.in">bimalokpal.bhopal@ecoi.co.in</a>	
<b>Bhubneshwar:</b> 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>	Orissa.
<b>Chandigarh:</b> 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>	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh.
<b>Chennai:</b> 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>	Tamil Nadu, Pondicherry Town and Karaikal (in Pondicherry)
<b>New Delhi:</b> 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>	Delhi
<b>Guwahati:</b> Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2132204 / 2132205, Fax: 0361 – 2732937 Email: <a href="mailto:bimalokpal.guwahati@ecoi.co.in">bimalokpal.guwahati@ecoi.co.in</a>	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
<b>Hyderabad:</b> 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>	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.
<b>Jaipur:</b>	Rajasthan.

Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363, Email: bimalokpal.jaipur@ecoi.co.in	
<b>Ernakulam:</b> Office of the Insurance Ombudsman, 2nd floor, Pulinat Building, Opp. Cochin Shipyard, M.G. Road, Ernakulam - 682 015. Tel.: - 0484-2358759 / 2359338, Fax:- 0484-2359336, Email: bimalokpal.ernakulam@ecoi.co.in	Kerala, Lakshadweep, Mahe-a part of Pondicherry.
<b>Kolkata:</b> 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: bimalokpal.kolkata@ecoi.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
<b>Lucknow:</b> Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@ecoi.co.in	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
<b>Mumbai:</b> Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052. Email: bimalokpal.mumbai@ecoi.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
<b>Noida:</b> Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector-15, Distt: Gautam Buddh Nagar, Noida, U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253. Email:- bimalokpal.noida@ecoi.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur,

	Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
<b>Patna:</b> Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna - 800 006. Tel.: 0612-2680952. Email:- bimalokpal.patna@ecoi.co.in	Bihar and Jharkhand.
<b>Pune:</b> Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 2nd Floor, C.T.S. Nos. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020 - 41312555 Email: bimalokpal.pune@ecoi.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.