

# BUSINESS PACKAGE INSURANCE POLICY

## POLICY WORDING

### Preamble

Whereas the Insured described in the Schedule hereto has applied to SBI General Insurance Company (hereinafter called 'the Company') by a proposal and declaration which is declared to be the basis of this contract and which is deemed to be incorporated herein and has paid the premium stated in the Schedule hereto and which has been realised by the Company as consideration for the indemnity hereinafter contained for the Policy Period stated in the Schedule hereto or during any further period for which the Company may accept payment for the renewal or extension of this Policy.

### Operative Clause

The Company hereby agrees, subject to the terms, conditions and exclusions herein contained or endorsed or otherwise expressed hereon, to indemnify the Insured to the extent and in the manner specified herein, against any loss/damage to the property insured and/or liability incurred due to operation of any of the insured perils as hereinafter mentioned during the Policy period Provided that the liability of the Company shall in no case exceed in respect of each item the sum expressed in the Schedule hereto to be insured thereon or in the whole the total Sum Insured hereby.

### SECTION I - Fire & Allied Perils (Compulsory Section)

#### 1. What is Covered:

The Company will indemnify the Insured in respect of loss or damage to the building wherein the business of the Insured is carried on and / or contents therein as specified in the Schedule, due to

##### I Fire

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

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

##### II Lightning

##### III Explosion/Implosion

Excluding loss, destruction of or damage

- 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
- 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

- total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind
- 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.

#### 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, volcanic eruption or other convulsions of nature.

#### 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

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

#### VIII Subsidence and Landslide including Rockslide

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

- the normal cracking, settlement or bedding down of new structures
- the settlement or movement of made up ground
- coastal or river erosion
- defective design or workmanship or use of defective materials
- 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

- defects in construction known to the Insured
- repairs or alterations to the property insured
- 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.

#### 2. Special Exclusions

This Section does not cover:-

- The first 5% of each and every claim subject to a minimum of Rs.10,000/- in respect of each and every loss arising out of "Act of God" perils such as earthquake, lightning, STFI, subsidence, landslide and rock slide covered under the Policy.

b) The first Rs.10,000 for each and every loss arising out of other perils in respect of which the Insured is indemnified by this Policy.

The excess shall apply per event per Insured.

II. Loss, destruction or damage caused to the insured property by pollution or contamination excluding

- a) pollution or contamination which itself results from a peril hereby insured against
- b) any peril hereby insured against which itself results from pollution or contamination.

III. Loss, destruction or damage to bullion or unset precious stones, any curios or works of art for an amount exceeding Rs. 10,000/-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.

IV. Loss, destruction or damage to the stocks in Cold Storage premises caused by change of temperature.

V. 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.

VI. 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.

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

VIII. 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.

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

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

XI. 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.

### 3. Sum Insured:

The basis of valuation in respect of building and contents, other than stock and stock-in-trade, shall be on reinstatement value or market value, as opted by the Insured. In case of stock and stock-in-trade, it shall be on market value basis.

### 4. Basis of indemnity:

I. The indemnity in respect of building and contents, other than stock and stock-in-trade, shall be on the basis of reinstatement value or market value, as opted by the Insured.

In respect of stock and stock-in-trade, it shall be on market value.

II. In the event of property insured being damaged by any of the specified perils, the Company shall pay for the amount of damage or loss or at its option replace or repair the damaged property.

### 2. Special Conditions

I. 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.

II. 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.

III. 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.

## SECTION II – Business Interruption (Optional Section)

### 1. What is covered:-

If any building or other property or any part thereof used by the Insured 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:

### PROVIDED THAT

1) at the time of the happening of the damage there shall be in force an insurance under Section I of this Policy, covering the

interest of the Insured in the property at the business premises against such damage and that payment shall have been made or liability admitted thereunder.

2) The liability of the Company shall in no case exceed in respect of each item the sum 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 hereafter be substituted therefor by memorandum duly signed by or on behalf of the Company.

## 2. Special Conditions

I. The cover under this Section shall cease if:

- The business be wound up or carried on by a Liquidator or Receiver or permanently discontinued or
- the Insured's interest ceases otherwise than by death or
- 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.

II. Notice shall be given to the Company of alteration in existing blocks, addition of new blocks and/or business premises and/or deletion of existing blocks and/or business premises during the currency of the Policy to enable the Company to determine whether the basic rate of the Policy undergoes a change as a result of such inclusions / exclusions and to effect necessary adjustments in the premium under this Section of the Policy.

## Section III – Machinery Breakdown (Optional Section)

### 1. What is covered:

The Company will indemnify the Insured against unforeseen and sudden physical damage caused by and/or solely due to electrical and/or mechanical breakdown of electrical and mechanical appliances, apparatus or gadgets specified in the Schedule hereto whilst contained in or fixed in the Insured's business premises. Provided that the liability of the Company in respect of any one item in any one Policy period will not exceed the Sum Insured set against such item in the Schedule.

### 2. Sum Insured:

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

### 3. Basis of indemnity:

I. 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 II below.

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

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

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

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.

### 4. Excess:

The Excess, as stated in the Schedule, to be first borne by the Insured out of each and every claim; where more than one item is damaged in one and same occurrence, the Insured shall not, however, be called upon to bear more than the highest Excess applicable to any one such item.

### 5. Special Exclusions:

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

I. 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.

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.

II. Accident, Loss, damage and/or liability resulting from over load experiments or tests requiring the imposition of abnormal conditions.

- III. 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.
- IV. Liability assumed by the Insured by agreement unless such liability would have attached to the Insured notwithstanding such agreement.
- V. 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.
- VI. Loss of use of the Insured's plant or property of any other consequential loss incurred by the Insured.
- VII. Loss, damage and/or liability due to explosions in Chemical Recovery Boilers, other than pressure explosions for e.g. smelt, chemical, ignition, explosions etc.
- VIII. 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;
- IX. 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 IV- Electronic equipments / appliances (Optional Section)

##### 1. What is covered:

This Section covers loss, damage to:-

**Section IV (A) :** 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. Further portable Electronic Equipments like notebook, lap top computer, sonography are also included in this Section.

Dish Antenna is excluded from the scope of cover under this Section of the Policy.

**Section IV(B):** External Data Media.

**Section IV(C):** Increased Cost of Working.

##### Special Exclusion to Section-IV(A)

The Company shall not, however, be liable for-

- a) the Excess stated in the Schedule to be borne by the Insured in any one occurrence; if more than one item is lost or damaged in one occurrence, the Insured shall not, however, be called upon to bear more than the highest single Excess applicable to such items;
- b) loss or damage caused by any faults or defects existing at the time of commencement of the present insurance within the

knowledge of the Insured, or his representatives, whether such faults or defects were known to the Company or not;

- c) 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 Section-IV(A) of the Policy.

#### Provisions Applying to Section-IV(A)

##### 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) ie low, average or high capacity—will be reimbursed.

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'.

#### **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 IV(B)—External Data Media**

##### **Scope of Cover—**

The Company hereby agrees with the Insured that if the external data media entered in the Schedule inclusive of the information stored thereon, which can be directly processed in EDP systems, shall suffer any material damage covered under Section IV (A) of this Policy, the Company will indemnify the Insured as hereinafter provided in respect of such loss or damage up to an amount not exceeding in any one year of insurance in respect of each of the data media specified in the Schedule the sum set opposite thereto and not exceeding in all the total Sum Insured hereby, provided always that such loss or damage occurs during the Policy period stated in the Schedule or during any subsequent period for which the Insured pays and the Company may accept the premium for the renewal of this Policy. This cover applies while the insured data media are kept on the insured premises.

Coverage against restoration of data under Section IV (B) shall only be granted if backup system is available.

##### **Special Exclusion to Section IV(B)—**

The Company shall not however be liable for—

- a) the excess stated in the Schedule to be borne by the Insured in any one occurrence;
- b) any costs arising from false programming, punching, labeling or inserting, inadvertent canceling of information or discarding of data media, and from loss of information caused by magnetic fields;
- c) consequential loss of any kind or description whatsoever.

#### **Provisions Applying to Section IV(B)—**

##### **Sum Insured—**

It is a requirement of this Insurance that the Sum Insured shall be the amount required for restoring the insured external data media by replacing lost or damaged data media by new material and reproducing lost information.

##### **Basis of Indemnity—**

The Company will indemnify any expenses that can be proved to have been incurred by the Insured within a period of 12 months as from the date of the occurrence strictly for the purpose of restoring the insured external data media to a condition equivalent to that existing prior to the occurrence and necessary for permitting data processing operations to be continued in the normal manner.

If it is not necessary to reproduce lost data or information, or if such reproduction is not effected within 12 months after the occurrence, the Company shall only be liable to indemnify the expenses incurred for replacing the lost or damaged data media themselves by new material.

As from the date of an indemnifiable occurrence the Sum Insured shall be reduced for the remaining Policy period by the amount of indemnity paid, unless the Sum Insured is reinstated.

#### **Section IV(C)—Increased Cost of Working**

Notwithstanding Special Exclusion (h) under Section IV (A) of this Policy the Company hereby agrees to indemnify the Insured upto but not exceeding the limits of Indemnity stated in the Schedule for all additional costs which the Insured shall incur to ensure continued data processing on substitute equipment if such costs arise as an unavoidable consequence of an indemnifiable loss or damage during the Policy period to property insured under Section IV (A) of this Policy.

##### **Special Exclusions to Section IV(C)—**

The Company shall not be liable for—

- i) Costs incurred for use of substitute equipment during the Time Excess stated in the Schedule,
- ii) Costs for replacement of data media, data and regeneration of data,
- iii) Costs arising out of circumstances, which are not connected with the insured material damage. In particular the Company shall not be liable for additional costs arising out of—
  - a) bodily injuries,
  - b) orders or measures imposed by any public authority,
  - c) expansion and improvements of the equipments,
  - d) lack of funds causing delay in repairs or replacement of damaged equipments,
- iv) Any other consequential loss such as loss of market or interest.

#### **Provisions Applying to Section IV(C)—**

##### **Indemnity Period—**

The Indemnity Period shall commence with putting into use the substitute equipments. The Insured shall bear that proportion of each claim, which corresponds to the Time Excess agreed.

### Sum Insured –

The 'Indemnity limit per hour' and 'total Sum Insured' stated in the Schedule shall be declared by the Insured. The total Sum Insured shall represent the aggregate limit of indemnity payable for all events occurring during the Policy period.

The Company will also reimburse the insured for personnel expenses and costs for transportation of materials following an event giving rise to a claim under this Section of the Policy provided separate sums therefore have been entered in the Schedule.

As from the date of an indemnifiable occurrence the Sum Insured shall be reduced for the remaining Policy period by the amount of indemnity paid unless - reinstated by payment of an additional premium prescribed by the Company.

### Loss Settlement –

The Company shall indemnify those costs and expenses, which can be proved to have been incurred during the indemnity period to maintain data processing operations to their previous extent, that are additional to those which would have been incurred during the same period if no insured event had occurred.

The total indemnity per event shall not exceed an amount equal to the agreed 'Indemnity limit per hour' or the

'Actual hourly rate payable for the use of substitute equipments,' whichever is less multiplied by the number of working hours stated as 'Indemnity Period' in the Schedule or by the actual number of working hours for which the substitute equipment is put into use, whichever shall be less.

However, if it is found, following an interruption, that the limit selected 'per hour' is less than the amount actually incurred per hour for use of substitute equipment, the Company shall be liable to indemnify the Insured in the same proportion as the limit selected 'per hour' bears to the amount actually incurred per hour.

Provided always that –

- the interruptions shorter than the Time Excess stated in the Schedule shall be excluded from the scope of this Section of the Policy and
- in respect of interruptions longer than the Time Excess the Insured shall bear that proportion of each claim which corresponds to the Time Excess

## SECTION V - Burglary Insurance (Optional Section)

### 1. What is covered

The Company will indemnify the Insured against

- Loss or damage to the property described in the Schedule under this section by Burglary or Housebreaking (theft following upon an actual forcible and violent entry of or exit from the premises by the person or persons committing such theft) or Hold-up;
- Any damage to the premises described in the Schedule hereto following upon or occasioned by an actual forcible and violent entry of or exit from the premises or any attempt thereof by the person or persons committing or attempting to commit such theft then the Company will subject to the terms, exceptions and conditions contained herein or endorsed hereon pay or make good to the Insured such loss to the extent of the intrinsic value of the property so lost or such damage to the property so sustained. Provided that the liability of the Company shall in no case exceed in respect of each item the sum expressed in the Schedule hereto to be insured thereon or in the whole the total Sum Insured hereby.

### Additional Benefits automatically provided by this Section of the Policy

#### I. Injury During Burglary or Housebreaking

It is hereby declared and agreed that this Section of the Policy extends to cover an injury suffered by the Insured due to an incident of burglary or housebreaking (theft following upon an actual forcible and violent entry of or exit from the premises by the person or persons committing such theft) and such injury is the sole cause of:

- Death;
- Total and permanent loss of sight in one or both eyes;
- Total and permanent loss of one or both hands or feet;

occurring within twelve (12) months of the Insured sustaining the injury, the Company will, in respect of such injury, pay to the Insured or his or her legal representative, an amount of Rs. 50,000/- in respect of any one person and Rs. 1,00,000/- in the aggregate, for any one event.

However, no amount will be payable in respect of:

- death, attributable to, or consequent upon, or accelerated by; or
- disability, aggravated by, attributable to, or consequent upon;
- any pre-existing physical defect, illness or disease or injury.

#### II. Clothing and Personal Effects

This Section of the Policy also extends to cover loss of Clothing and personal effects (excluding Money), not otherwise insured, belonging to the owners, partners, proprietors or directors of Insured's Business, due to an insured peril up to an amount not exceeding Rs. 5000/- in respect of any one event and in aggregate of all occurrences during the Policy period.

#### III. Damage to Premises, or Safe or Strongroom

If the Sum Insured under this Section of the Policy has not been exhausted, the Company will indemnify up to the balance of the Sum Insured but not more than INR 50,000 in respect of any one event, for damage (other than breakage of glass) to the Premises due to an Insured peril. In the event of such damage, the Company will:

- At its option, pay for or repair or make good the damage for which Insured are legally responsible;
- indemnify the Insured in respect of the cost of temporary protection reasonably necessary for the safety and protection of the Property Insured, pending repair of the damaged premises.

When the Sum Insured is exhausted the Company will pay up to INR 10,000 over and above the Sum Insured in respect of this Additional Benefit III.

#### IV. Money

This Section of the Policy extends to cover loss of money stolen from a securely locked safe or strongroom on Insured's Premises arising out of an insured peril up to an amount not exceeding Rs. 5000/- in respect of any one event.

For the purposes of this clause, Money means current coin, bank notes, currency notes, cheques, credit card sales vouchers, negotiable securities, postal orders, money orders, and unused postage stamps that are not part of a collection.

Further, for the purposes of this clause, Money stolen from a Securely Locked Safe or Strongroom means Money in a securely locked safe or securely locked strongroom on the Premises, provided that the key and details of the combination are removed from the Premises whilst closed for business.

## 2. Definitions

In this Section of the Policy:

**Business** means the business described in the Schedule and no other.

**Business Hours** means the normal trading hours or whilst the insured or their authorized employees are on the Premises for the purposes of the Business.

**Claim** means a claim under the Operative part of this Section in respect of an insured event that has taken place.

**Computers** mean electronic data processing equipment including software programs.

**Contents** mean the items belonging to the Insured or for which the Insured is legally responsible, or have assumed a responsibility to insure, described below:

1. furniture, furnishings, carpets, curtains and the like
2. machinery and plant, tools, instruments and utensils of trade, unaffixed or portable equipment, office equipment, safes, strongrooms;
3. Computers, all equipment connected to and operating from Computers, and all disks, tapes, cards or other materials used for storing data;
4. advertising material and display equipment;
5. where the Insured is a tenant of leased or rented premises:
  - (a) landlord's fixtures and fittings for which the insured is liable under the terms of a lease or similar agreement;
  - (b) fixtures and fittings, or materials and supplies intended for use in the construction of fixtures and fittings, installed or to be installed for the Insured's own use;
6. but does not mean:
  - a) Stock;
  - b) Specified Items;
  - c) Deeds, bonds, bills of exchange, promissory notes, money or securities for money, monetary instruments, stamps, business books or documents, books of accounts, cheques, share certificates, tickets, stamps,
  - d) Vehicles or trailers (including their accessories) registered or licensed to travel on a public road, including mobile plant and equipment, cars, sedans, panel vans and trucks, while in the insured premises;
  - e) Watercraft, aircraft, locomotives or rolling stock, including their accessories.
  - f) Gold or Silver articles, watches, jewellery, precious stones, medals, coins, stamp collections, coin collections, curiosities, sculptures, manuscripts, rare books or documents of any kind.
  - g) Plans, patterns, models, moulds, designs, specifications, blue prints, document of title to goods, contracts or other legal documents or documents of any other kind.

**Documents** mean written or printed: deeds, wills, agreements, manuscripts, maps, plans, drawings, records, computer data, designs, books of account, books, letters, certificates, documents or forms of any nature whatsoever (excluding any bearer bonds or coupons, bank or currency notes, other negotiable instruments, book debts) all belonging to the Insured, or in their custody, or for which the Insured is legally responsible or have assumed a responsibility to insure.

**Employee** means any person with whom the Insured has entered into a contract of service

**Excess or deductible** means the sum shown in the Schedule, this Policy, or an endorsement to this Policy (if any) which any loss or claim must exceed before the Company will be liable under this Section of the Policy and which the Company will not be liable to pay in respect of each claim. Where a claim is made in respect of more than one occurrence, the excess will apply as though a claim was made for each individual occurrence.

**Housebreaking** means the unforeseen and unauthorised entry to or exit from the insured premises by aggressive and detectable means with the intent to steal Contents therefrom

**Limit of Indemnity** means the amount stated in the Schedule under this section, which shall be the Company's maximum liability under this section of the Policy (regardless of the number of the total number or amount of Claims made) for any one Claim or in the aggregate for all Claims during the Policy Period for each category of Contents specified in the Schedule and at all times subject to General Condition 11.

**Policy Period** means the Policy Period shown in the Schedule.

**Premises** means the buildings at the Situation including outbuildings but excluding any garden, yard, open verandah, or other fixed attachments and fixed accessories thereof.

**Property Insured** means Contents, Specified Items, Stock.

**Schedule** means the Schedule to this Policy.

**Situation** means the Situation(s) shown in the Schedule.

**Specified Items** means property specifically described in the Schedule under Specified Items.

**Stock** means the items belonging to the Insured or for which the Insured is legally responsible, or have assumed a responsibility to insure, described below,

- a) merchandise or materials of trade manufactured, unmanufactured or in the
- b) course of manufacture;
- c) materials used in making and packing;
- d) consignment stock;
- e) goods held in trust or on commission;
- f) pallets and containers;
- g) consumable materials used in the operation of machinery;

### but does not include:

- a) Contents;
- b) Specified Items;
- c) Money.

## 3. Special Exclusions

This Section of the Policy does not cover the following unless specially mentioned in the Schedule

- I. Loss or damage by fire or explosion however caused
- II. Loss or damage where any inmate or member of the Insured's household or of his business staff or any other person lawfully in the premises is concerned in the actual theft of or damage to any of the articles or premises or where such loss or damage has been expedited or in any way assisted or brought about by any such person or persons.
- III. Loss or damage occasioned by loot, sack, spillage or pilferage.
- IV. Unexplained losses, shortages due to error or omissions, losses discovered when making an inventory or a periodic stock taking or loss resulting from the Insured's voluntarily

parting with title or possession of any property or induced to do so by deception.

V. Loss or damage to property from yards, gardens, open spaces unless the property contained within such spaces is specifically insured by the Policy.

VI. Consequential loss or damage or legal liability of any kind.

VII. Loss or damage which either in origin or extent or directly or indirectly proximately or remotely, occasioned by or contributed to by or which either in origin or extent directly or indirectly, proximately or remotely, arise out of or in connection with earthquake, volcanic eruption, typhoon hurricane, tornado, cyclone, or other convulsion of nature or atmosphere disturbance, or war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), mutiny, riot & strike, civil commotion, insurrection, rebellion, revolution, conspiracy, military naval or usurped power, martial law or state of siege or any of the events or cause which determine the proclamation or maintenance of martial law or state of siege.

Any loss or damage happening during the existence of abnormal conditions (whether physical or otherwise), directly or indirectly, proximately or remotely, occasioned by or contributed to by or arising out of or in connection with any of the said occurrences shall be deemed to be loss or damage which is not covered by this insurance, except to the extent that the Insured shall prove that such loss or damage happened independently or the existence of such abnormal conditions. In any action, suit or other proceedings, where the Company alleges that by reason of the provisions of this condition any loss or damage is not covered by this insurance, the burden of proving the contrary shall be upon the Insured.

VIII. Permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.

IX. For the amount of the Excess specified in the Schedule ascertained after the application of all other terms and conditions of this Policy including any condition of average (under-insurance)

X. This Section of the Policy shall cease to attach:-

- a) If the premises shall have been left uninhabited by day and night for seven or more consecutive days and nights while the premises shall have been left uninhabited.
- b) If the Insured shall cause or suffer any material alteration to be made in the premises or anything to be done whereby the risk is increased; change or relax any of the safeguards for securing the premises.
- c) To any property insured which shall be removed from the premises in which it is herein stated to be safe so far as is expressly provided for in the Policy or these conditions.
- d) To any property the interest of the Insured which shall pass from the Insured otherwise than by will or operation of law; unless in every case the consent of the Company to the continuance of the insurance thereon is obtained and signified by a memorandum made on the Policy by or on behalf of the Company.

#### 4. Special Conditions

##### I. Prosecution

The Insured upon becoming aware of any loss or damage in respect of which a claim is or may be made shall take all practicable steps to discover the person by whom the property was stolen or the premises damaged and to

prosecute and obtain the conviction of such person for the offence and to trace and recover any property stolen.

##### II. Adequate Protection

It is further warranted that adequate protection to the doors, windows and all other such openings in the premises are properly maintained during the currency of the Policy.

##### III. Damage Entry Warranty

Further warranted that there shall be actual visible damage caused to the premises or part thereof or connected with violent and forcible entry in the premises.

##### IV. Protection

It is a condition precedent to liability under this Section of the Policy that:-

- a) all protections in force at the premises at the inception of the cover or subsequently as stipulated by or agreed by the Company shall be in full operation securing the premises, whether the premises are closed for business or left unattended.
- b) any keys for the premises and or intruder alarm systems or safes and /or strong rooms and /or any other secured area or device in which insured property is kept and removed from the premises whenever the premises are closed for business or left unattended.
- c) the Insured maintains the secrecy of codes for the Intruder Alarm Installation to authorised persons and no details of the same are left on.

#### Section VI - Money Insurance (Optional Section):

##### 1. What is covered:

The Company will indemnify the Insured the amount of any loss of Money belonging to the Insured or for which the Insured is responsible as specified in the Schedule of the within Policy against-

- I. Theft; or
- II. Loss, destruction or damage caused by any accident, not otherwise excluded;

The liability of the Company in respect of any one loss shall not exceed the Limit of Liability stated in the Schedule under this section.

The Company will in addition but only if specifically noted in the Schedule under this section, indemnify the Insured in respect of loss of or damage to any Safe, strongroom or carrying case specifically designed for carrying Money.

##### Additional Benefits automatically provided by this Section of the Policy

##### I. Bank Holiday Increase

The Sum Insured shown in the Schedule for Money in Transit and Money on Premises will automatically increase by twenty percent (20%) on bank holidays.

Cover under this Additional Benefit will end at the close of trading of Insured's bank on the next business day following the bank holiday.

##### II. Reinstatement of Sum Insured

Following a claim under this Section of the Policy, the Company will reinstate the Sum Insured from the date of loss, provided the Insured pays any additional premium that may be required by the Company. Such reinstatement will be automatic only once during any one Policy Period.

### III. Injury During Theft

It is hereby declared and agreed that this Section of the Policy extends to cover an injury suffered by the:

- (a) owner, partner, proprietor or director, in the case of money on premises or in transit, or
- (b) authorised employee in the case of money in transit during a theft or attempted theft and such injury is the sole cause of:
  - a) Death;
  - b) Total and permanent loss of sight in one or both eyes;
  - c) Total and permanent loss of one or both hands or feet;

occurring within twelve (12) months of the Insured sustaining the injury, the Company will, in respect of such injury, pay to the Insured or his or her legal representative, an amount of Rs. 50,000/- in respect of any one person and Rs. 1,00,000/- in the aggregate, for any one event.

However, no amount will be payable in respect of:

- a) death, attributable to, or consequent upon, or accelerated by; or
- b) disablement, aggravated by, attributable to, or consequent upon; any pre-existing physical defect, illness or disease or injury.

### 2. Definitions

In this Section of the Policy:

**Authorised Employee** means an Employee of the Insured who is specifically entrusted with Money In Transit.

**Business** means the business stated in the Schedule.

**Business Hours** means Insured's normal trading hours.

**Claim** means a claim permissible under the Operative clause of this Section.

**Deductible** means the amount stated in the Schedule, which shall be borne by the Insured in respect of any Claim under this Section of the Policy.

**Employee** means any person with whom the Insured has entered into a contract of service.

**Insured Premises** means the place named in the Schedule.

**Limit of Liability** means the amount stated against each sub-part shown in the Schedule, which is the maximum amount for which Company will make payment in relation to any one Claim.

**Money** means cash, bank drafts, currency notes, treasury notes, cheques, postal orders, money orders and current postage stamps, revenue stamps, court fee stamps and the like belonging to the Insured.

**Policy Period** means the period between the commencement date and the expiry date shown in the Schedule.

**Point in Transit** means the place specified in the Schedule.

**Safe** means

- a) strong cabinet within the Insured Premises designed for the safe and secure storage of valuable items, including money, and
- b) access to which is restricted.

But does not mean cash boxes whether having a provision of lock or not.

**Schedule** means the Schedule attached to and forming part of this Policy.

**Strong Room** means

- a) A room within the Insured Premises designed for the secure storage of Money, and b) Access to which is restricted.

**Theft** means the dishonest misappropriation of Money with the intention of permanently depriving the Insured of that Money including burglary, robbery and hold up.

**Money In Transit** means:

- a) Money in Insured's personal custody or in the custody of persons authorised by the Insured whilst in transit within India but not Money in Private Residence or loss from any vehicle left unattended.
- b) Money whilst contained in the night safe, night depository chute of any Bank. The Company's liability ceases at Bank closing time on the next business day following deposit therein.

### 3. Special Exclusions

The Company shall not be liable in respect of any loss under this section;

- I. due to robbery, theft, fraud, dishonesty or collusion by any employee or agent of the Insured;
- II. damage insured by any other policy or policies except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this insurance not existed;
- III. arising out of shortages due to clerical or accounting errors, omissions, depreciation or direct or indirect consequential loss of any kind;
- IV. occurring elsewhere than within the Geographical Area specified in the Schedule;
- V. resulting from confiscation, detention, rationalisation, requisition or wilful destruction by any government, public, municipal, local or customs authority
- VI. on the premises which at the time are closed unless the Money is in a locked safe or strongroom and all openings (including all doors leading to the safe or strongroom) of the premises are fully secured;
- VII. loss from a safe or strongroom following use of the safe or strongroom key(s) or any duplicate thereof belonging to the Insured unless this has been obtained by threat or by violence to the person in custody of the key(s);
- VIII. of Money whilst unattended or from unattended vehicles
- IX. due to the use of counterfeit Money;
- X. directly or indirectly occasioned by or through or in consequence of, occasioned by or happening through war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, Riot, Strike, civil commotion assuming the proportions of or amounting to a popular rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege, or looting, sacking or pillage in connection with any such occurrence;
- XI. Permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
- XII. Consequential loss or legal liability of any kind.

XIII. In respect of the amount shown in the Schedule under this section as the Excess or Deductible in respect of each and every claim.

#### 4. Warranties

It is warranted that:

- I. all Money not paid out on the day on which it is received from the Bank is secured in a locked safe or strong room after business hours.
- II. a complete record of the amount of Money in the safes be kept in a secure place other than in any of the said safes and that the liability of the Company will be limited to the amount of the Money shown by such record to be in the safes at the time of the loss but not exceeding in all the limits as set out in the Schedule hereto.
- III. the Insured shall take all ordinary and reasonable precautions for the safety of the Money.
- IV. cash boxes or till drawers after business hours to be kept with their contents in a safe or strong room;
- V. safe or strong room keys or duplicates thereof at all times be kept away from the portion of the premises in which such safe or strong room is situate and always out of sight of the public;
- VI. if the premises are left unattended:
  - a) all locks, bolts and other protective devices are in full operation and the premises are fully secured.
  - b) all keys including those relating to safes or strong rooms and notes of combination locks to safes or strong rooms are removed from the premises.
  - c) the room in which Money is kept is also securely locked.

#### 5. Special Conditions

##### I. Discovery and prosecution

The Insured shall take all practicable steps to discover and punish any guilty person or persons and to trace and recover any part of the Money lost and shall immediately upon the discovery of the loss or damage notify the Police Authorities and prosecute the guilty person(s).

##### II. Premium computation

The Premium and Renewal Premium shall be calculated on the amounts in transit during each Policy Period. The Insured shall keep a record of such amounts in transit and shall within one month from the expiry of each Policy Period supply the Company with a correct amount in respect of such period. The Premium or Renewal Premium shall thereupon be adjusted and the differences paid to the Company or refunded to the Insured as the case may be but in no case shall the refund be more than fifty percent (50%) of the premium stated in the Schedule under this section and retention of premium shall not be less than the minimum of Rs.500/-.

#### Section VII – Plate Glass Insurance (Optional Section):

##### 1. What is covered:

The Company will indemnify the Insured against

- I. any Accidental loss of or damage caused to Plate Glass at the Insured Premises occurring during the Policy Period, and
- II. the cost of erecting any temporary boarding necessitated by such loss or damage to Plate Glass, and
- III. any additional benefits provided within this Section of the Policy.

#### 2. Definitions

In this section of the Policy:

**Accidental** means a fortuitous event or circumstance that is sudden, unexpected and unintentional.

**Business** means the business described in the Schedule and no other.

**Claim** means a claim under the Operative clause of this Section in respect of an insured event that has taken place.

**Excess or deductible** means the sum shown in the Schedule, this Policy, or an endorsement to this Policy (if any) which any loss or claim must exceed before the Company will be liable under this Section of the Policy and which the Company will not be liable to pay in respect of each claim. Where a claim is made in respect of more than one occurrence, the excess will apply as though a claim was made for each individual occurrence.

**Frames and Framework** shall mean a structure the immediate purpose of which is the enclosure or support of Plate Glass.

**Policy Period** means the Policy Period shown in the Schedule.

**Plate Glass** means the glass described in Schedule.

**Premises** means the buildings at the Situation including outbuildings but excluding any garden, yard, open verandah, or other fixed attachments and fixed accessories thereof.

**Schedule** means the Schedule to this Policy.

**Situation** means the Situation(s) shown in the Schedule.

**Additional benefit** automatically provided by this Section of the Policy

It is hereby declared and agreed, subject to the terms, conditions and exclusions contained or endorsed or otherwise expressed in the Policy, that in the event of Breakage of glasses, the Policy will indemnify up to an amount not exceeding Rs. 5000/- in respect of any one event and in aggregate of all occurrences during the Policy Period for each of the following:

- a) Replacing lettering, sign-writing or ornamentation affixed to the broken Glass.
- b) Replacing burglar alarm tape or wiring affixed to the broken Glass.
- c) Replacing shatter resistant or reflective film affixed to the broken Glass.
- d) Replacing damaged window frames, but with due allowance for wear and tear.

#### 3. Special Exclusions

No indemnity is available hereunder for any Claim directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following:

- I. Any loss or damage that could have been insured against under Section I of this Policy.
- II. Earthquake, flood, storm, cyclone, volcanic eruption, or other convulsions of nature or atmospheric disturbances. If the Company asserts that by reason of this exclusion any Claim is not covered by this Policy, the burden of proving that such Claim is covered shall be upon the Insured.
- III. War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, commotion, unrest, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition of or damage by or under the order of any government or public local authority, riot, strike,.

- IV. Cracked, scratched, or imperfect Plate Glass.
- V. 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.
- VI. Any Plate Glass other than Plate Glass of plain and ordinary glazing quality, unless specifically stated otherwise in the Schedule.
- VII. 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.
- VIII. During the course of any alteration, removal or repair to the Plate Glass.
- IX. Breakage of glass that is not completely and securely fixed;

#### 4. Special Conditions

- I. Assessment of Payment
  - a) 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.
  - b) If the Company opts to make payment to the Insured, then:
    - 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. 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.
    - 3. The Company's liability to make payment shall be up to the Insured Value as specified in the Schedule under this section for each item of Plate Glass.
    - 4. All Plate Glass in respect of which a Claim is accepted under this section of 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.

#### Section VIII Sign Board Insurance (Optional Section):

##### 1. What is covered:

The Company hereby agrees to indemnify the Insured in respect of loss or damage to the Neon Sign/Glow Sign/Hoarding as specified in the Schedule under this section, due to any external accidental means.

##### 2. Special Exclusions:

This Section of the Policy does not cover the following -

- I. The fusing or burning out of any bulbs and/or tubes arising from short-circuiting or arcing or any other mechanical or electrical breakdown or faults.
- II. Depreciation and/or wear and tear due to any cause whatsoever.
- III. Mechanical or electrical breakdown, failure or breakage, over-running, over-heating, overloading or strain.
- IV. Contractual liability of any kind.
- V. Any consequential loss sustained by the Insured.
- VI. Any accident, loss, damage and/or liability directly or indirectly, proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with Hurricane, tornado, volcanic eruption.

VII. Any accident loss or destruction of or damage to any property or any loss or expense whatsoever or legal liability of whatsoever nature arising out of any consequential loss.

#### 3. Definitions

- I. **Hoarding** - A Hoarding is a frame made of wood/Iron/plastic or any other material on which advertisements are either affixed or painted, but which does not have any internal electricity mechanism for glowing.
- II. **Glow Sign** - A Glow Sign is a frame made of wood/Iron/plastic or any other material, and advertisements are either affixed as a plastic sheet or painted on glass. The frame has bulbs/tube lights/CFLs inside or outside the frame which glow by use of electricity.
- III. **Neon Sign** - A Neon Sign is a frame made of wood/Iron/plastic or any other material, and advertisement is displayed on the board using glass tubes containing neon or any other gas. Tubes glow through the use of electricity.
- IV. **Excess/Deductible** - The amount stated in the Schedule, which shall be borne by Insured first in respect of each and every claim made under this section.

#### 4. Special Conditions-

- I. The Company shall have at all times free and full access to examine the said property or any part thereof.
- II. In the event of any accident, proper precautions shall be taken to prevent further damage or loss.
- III. The indemnity in respect of this section shall be on the basis of market value.
- IV. 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) To any property insured which shall be removed from the premises in which it is herein stated.
  - b) If the interest in the property passes from the Insured otherwise than by will or operation of law.

#### Section IX Fidelity Guarantee Insurance (Optional Section):

##### 1. What is covered

The Company hereby agrees to indemnify the Insured against a direct pecuniary loss sustained by reason of any act of fraud/dishonesty committed on or after the date of commencement of this policy and during uninterrupted service with the Insured and discovered during the continuance of this policy or within twelve calendar months of the expiration thereof and in the case of death, dismissal or retirement of the Employee within twelve calendar months of such death, dismissal or retirement whichever of these events shall first happen.

Provided always that

- I. The liability of the Company shall not exceed
  - a) in respect of any employee the sum insured stated against his name or as declared herein.
  - b) in respect of all claims under this section, the total sum insured under this section.
- II. If this policy shall be continued in force for more than one period of indemnity or if any liability shall exist on the part of the Company under this section of Policy and also under any other Policy in respect of fraud or dishonesty of the employee, the liability of the Company hereunder shall not be accumulated or

increased thereby but the aggregate liability of the Company during any number of periods of indemnity and for any number of acts of fraud or dishonesty committed by the employee shall not exceed the sum insured hereunder or the sum insured under any other such policy as aforesaid whichever is greater.

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

## 2. Definitions:

**Employee** means any person (other than a person whose employment is of a casual nature and who is employed otherwise than for the purposes of the Insured's trade or business) who has entered into a contract of employment with Insured whether such contract of employment is expressed or implied, oral or in writing.

**Fraud** means obtaining a pecuniary advantage by the perpetrator of the fraud, through unfair or wrongful means.

**Dishonesty** means breach of faith on the part of the employee resulting in pecuniary loss to the employer which results from such breach of faith on the part of the employee.

**Forgery** means fraudulent alteration of any document or the circulation of any forged or fraudulently altered document by the employee whereby, he obtains possession of money or goods of the Insured.

**Embezzlement** means misappropriation by an employee of monies or goods of the employer coming into possession of employee before the possession passes on to the employer.

## 3. Special Exclusions:

This Section of the Policy does not cover any loss:

- I. Discovered more than 12 months after the termination either of the guarantee or the service of employee concerned.
- II. When there has been any change in the agreed system of check of accounting precautions without the Insurer's prior consent.
- III. Caused by an employee after discovery of his previous fraud or dishonesty.
- IV. Such as stock taking shortages, trading losses, not caused by fraud or dishonesty.
- V. Arising out of violation of any Rules and Regulation of the Govt. or Statutory authorities.
- VI. Arising outside India

## Special Conditions:

- I. On the discovery of any act or default or circumstances which may give rise to a claim, the Insured shall:
  - a) forthwith give written notice to the Issuing Office of the Company;
  - b) immediately take all steps to prevent further loss;
  - c) supply at the request of and free of expense to the Company all such proof, information and other evidence (verified by statutory declaration if so required) relating to the claim as the Company may require.
- II. If the Insured is or shall hereafter be guaranteed by any other person, society or company or hold other security or insurance against such loss as is hereby guaranteed, the Insured shall only be liable to bear the loss rateable with such person, society or company or securities or insurance.
- III. Any money of the Employee in the hands of Insured and any money which but for the Employee's dishonesty would have been due to the Employee from the Insured shall be deducted from the amount otherwise payable under this section. Any money

recovered after the settlement of any claim shall be the property of the Insurance Company not exceeding, however, the amount paid by the Company.

- IV. The Insured shall if and when required by the Company but at the expense of the Company if a conviction be obtained, use all diligence in prosecuting any of the employee to conviction for any act which such employee shall have committed and in consequence of which a claim will have to be made under such policy and shall at the Company's expense give all information and assistance to enable the Company to sue for and obtain reimbursement by any such employee by reason of whose acts or defaults a claim has been made or by the estate of such employee or money which the Company shall have become liable to pay in respect thereof.
- V. Unless the Company be advised and its written approval be obtained, the Company shall not be liable hereunder in the event of any change in the nature of the business of the Insured or in the duties and conditions of service of the employee or if remuneration of the employee be reduced or its basis altered or if the precautions stated by the Insured with regard to accounting be not duly followed or if the Insured shall continue to entrust the employee with money or goods after having knowledge of any material fact bearing on the honesty of the employee.
- VI. If any part of the premium or renewal premium is based on estimates furnished by the Insured, the Insured shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record. The Insured shall within one month after the expiry of each Policy Period, furnish such information as the Company may require. The premium or renewal premium shall thereupon be adjusted and the difference paid or allowed to the Insured.
- VII. If required by the Company, the representatives of the Company shall in case of any loss to the Insured be permitted at all reasonable times to examine into the circumstances of such loss and the Insured shall on being required so to do by the Company produce all books of accounts, receipts, documents relating to or containing entries relating to the loss in his possession and furnish copies of or extracts from such of them as may be required by the Company so far as they relate to such claims or will in any way enable the Company to ascertain the correctness thereof or the liability of the Company under this policy.
- VIII. The Company shall be entitled at its own expenses and for its own benefit, in the name of the Insured to prosecute all claims and exercise all rights of action competent to the Insured against the employee in respect of any act insured against in connection with which it may have made payment under this Policy and the Insured shall give to the Company all such information and assistance as may be reasonably required for maintaining such claims or rights.
- IX. For the purpose of identifying employee in all cases of change of residence or occupation or change of name whether by marriage or otherwise, due notice thereof in writing shall be given by the Insured to the Company.
- X. The Company shall not be bound to give notice or be affected by any notice of any trust charge lien assignment or other dealing with or relating to any contract of insurance but the receipt of the Insured or his legal personal representative shall in all cases be an effectual discharge to the Company.
- XI. Any of the circumstances in relation to these conditions coming to the knowledge of any official of the Company shall not be the notice to or be held to bind or prejudicially affect the Company notwithstanding subsequent acceptance of any premium.

XII. Additional conditions under this section of the policy: It is warranted that

- a) Records of all insured employees to be maintained and no employee to be relieved from the employment of the Insured (transfers to associate/group/parent companies shall be deemed as cessation of employment) until full reconciliation is completed.
- b) Dual control accounting systems to prevail on all transactions and dual signatories on all monetary instruments/instructions.
- c) Daily cash-book reconciliation and regular periodic reconciliation of all asset movements and monetary transactions including with banks and third parties.
- d) Regular internal audit per documented procedure.
- e) Excluding all monies due to the defrauding employee by way of terminal benefits.
- f) Any one occurrence shall mean one claim or series of claims arising out one or more acts of fraud/dishonesty on the part of one or more employees acting in collusion involving one or more business locations

## Section X Portable Electronic Equipment Insurance (Optional Section):

### 1. What is covered

The Company hereby agrees with the Insured that if the property/properties or any part thereof entered in the Schedule under this section suffer any unforeseen and sudden physical loss or damage from any cause, other than those specifically excluded necessitating repair or replacement anywhere within the territorial limits mentioned in the schedule of the policy, the Company will indemnify the Insured in respect of such loss or damage as hereinafter provided by repair or replacement at Company's option or payment, up to an amount not exceeding in any one year of insurance in respect of each of the properties specified in the Schedule under this section the sum set opposite thereto and not exceeding in all the total sum expressed in the Schedule under this section as insured hereby.

### 2. Special Exclusions: Provided always that the Company shall not, however, be liable for-

- I. The Excess stated in the Schedule under this section to be borne by the Insured in any one occurrence. If, however, more than one property is lost or damaged in any one occurrence then the Insured shall not be called upon to bear more than the highest single excess applicable to such properties.
- II. Loss or damage caused by any defects existing at the time of commencement of the present insurance within the knowledge of the Insured, or his representatives, whether such defects were known to the Company or not.
- III. Any costs incurred in connection with the elimination of functional failures unless such failures were caused by an indemnifiable loss or damage to the insured properties.
- IV. Any costs incurred in connection with the maintenance of the insured properties, such exclusion also applying to parts exchanged in the course of such maintenance operations.
- V. Loss or damage for which the manufacturer or supplier of the insured properties is responsible either by law or under contract.
- VI. Loss of or damage to rented or hired property for which the owner is responsible either by law or under lease and/ or maintenance agreement.

VII. Consequential loss or liability of any kind or description.

- VIII. Loss of or damage to bulbs, ribbons, fuses, seals, belts, wires, chains, rubber belts, exchangeable parts, engraved cylinders, objects made of glass, porcelain or ceramics, sieves of fabrics, or any operating media (e.g. lubricating oil, fuel, chemicals).
- IX. Theft from any car except car of fully enclosed saloon type having at the time of the theft all the doors, windows and other openings securely locked and properly fastened.
- X. Any loss or damage arising through delay, detention or confiscation by Customs or other authorities.
- XI. Any unexplained or mysterious disappearance of the Insured item
- XII. Aesthetic defects, such as scratches on painted polished or enamelled surfaces.
- XIII. Loss of or damage to the property covered under this section of policy falling under the terms of the maintenance agreement.
- XIV. Loss, destruction or damage directly occasioned by pressure wave caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- XV. Loss of or damage to any property insured under this section of policy due to any misfeasance, malfeasance or nonfeasance or breach of trust in relation thereto by the Insured.
- XVI. Loss, destruction or damage directly or indirectly caused by persons acting on behalf of or in connection with any political organisation.
- XVII. Requisition or destruction or damage by order of any Government or by any public, municipal or local authority.

In respect of the parts mentioned under VIII and IX above, the Company shall be liable to provide compensation in the event such parts are affected by an indemnifiable loss of or damage to the insured properties.

### 3. Special Conditions:

#### I. Sum Insured

It is a requirement of this insurance that the Sum Insured under this section shall be equal to the cost of replacement of the property insured under this section 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.

#### II. Reinstatement of sum insured

Immediately upon the happening of any loss or damage, the total sum insured under this section and the sum insured upon the various descriptions of property insured under this section which have been lost or damaged shall be reduced by the amount of loss or damage and such reduced sums insured shall be the limit of the Company's liability in respect of any further loss or damage occurring during the current Policy period, unless the Company consents, upon payment of additional premium to reinstate the full sum insured under this section.

#### III. Basis of Indemnity

- a) In cases where a property insured under this section is repaired, the Company will pay expenses necessarily incurred to restore the damaged property 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 under this section. If the repairs are executed at a workshop owned by the Insured, the Company will pay the actual 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 property insured immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in b) below.

- b) In cases where a property insured under this section is destroyed, the 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 under this section. Such actual value to be calculated by deducting proper depreciation from the replacement value of the property. The Company will also pay any normal charges for the dismantling of the property destroyed, but the salvage will be taken into account. Extra charges incurred for overtime, night work, work on public holidays, express freight are covered by this insurance only if specifically agreed to in writing. Cost of any alterations, improvements or overhauls shall not be recoverable under this section. Cost of any provisional repairs will be borne by the Company if such repairs constitute part of the final repairs, and do not increase the total repair expenses.
- c) In cases where the property insured under this section 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. If the sum insured is less than the amount required to be insured as per provisions hereinabove, the 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. The Company will make payments only after being satisfied, by productions of the necessary bills and documents, that the repairs have been effected or replacement has taken place, as the case may be. The Company will settle the claim in case of total loss where the Insured is unable to replace the damaged property for reasons beyond their control on indemnity basis.

#### IV. Claims Procedure:

Upon the happening of any event giving rise or likely to give rise to a claim under this section 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 14 days from the date 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.

#### Section XI Employees Compensation Insurance (Optional Section):

##### 1. What is covered

If at any time during the Policy Period any Employee 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 claim for such compensation incurred with the Company's consent. Provided always that in the event of any change in the Law(s) or the substitution of other legislation therefore, cover under this section 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. Definitions:

**Business** means the Business of the Insured as specified in the Schedule in respect of which this Policy is issued.

**Injury** means physical bodily injury including death resulting from such Injury arising out of an accident but does not include any mental sickness, disease, Occupational Disease, unless caused by such physical bodily injury.

**Occupational Disease** means any occupational disease or illness including but not limited to the diseases listed under Schedule III of the Employees' Compensation Act. 1923 contracted by an Employee due to employment in the Business.

**Wages** means the remuneration payable to an Employee by the Insured for the employment in the Business and includes any privilege or benefit which is capable of being estimated in money other than a travelling allowance or the value of any travelling concession or a contribution paid by the employer of a employee towards any pension or provident fund or a sum paid to a employee to cover any special expenses entailed on him by the nature of his employment;

**Employee or Employees** means such person or persons in direct employment under the Insured in the Business, but shall not include any person employed under a Contractor or Sub-Contractor of the Insured unless specifically shown as covered in the Schedule and by an endorsement.

**Schedule** means the Schedule attached to and forming part of this Policy.

**Policy Period** means the period for which this insurance is availed by the Insured as specified in the Schedule under this section, unless cancelled earlier.

**Limit of Indemnity** means the maximum amount of indemnity as specified in the Schedule that will be provided under this section by the Company in respect of

- i. any particular claim by an Employee and
- ii. all claims arising out of all accidents for any number of Employees during the Policy Period.

##### 3. Special Exclusions

This section of the policy shall not cover liability of the Insured:

- I. 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.

- II. Accidents 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 authorised to exercise control and supervision over the Employee.
- III. For Occupational Diseases contracted by an Employee
- IV. For interest and/or penalty imposed on the Insured under any law or otherwise.
- V. Under any Law for medical expenses in connection with treatment of any Injury sustained by an Employee
- VI. For persons employed in the Business under a Contractor or Sub-Contractor of the Insured unless specifically covered in the Schedule
- VII. For Injury sustained by person whilst in the employ of the Insured otherwise than in the Business and/or who has not declared for insurance under this section of the policy.
- VIII. Assumed by agreement which would not have attached in the absence of such agreement
- IX. 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.
- X. For any accident occurring whilst the Employee is under the influence of intoxicating liquor or drugs.
- XI. For any incapacity or death of an Employee resulting from his/her deliberate self-injury or the deliberate aggravation of an accidental Injury.

**4. Special Conditions**

- I. 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.
- II. In the event of any occurrence which may give rise to a claim under this Section the Insured shall as soon as possible, and in any case within a period of thirty days of such occurrence, give notice thereof to the Company in writing with full particulars. Every letter claim writ summons and process shall be notified to the Company immediately on receipt. Notice shall also be given to the Company immediately the Insured shall have knowledge of any impending prosecution inquest or fatal enquiry in connection with any such occurrence as aforesaid.
- III. No admission offer promise or payment shall be made by or on behalf of the Insured without the consent of the Company which shall be entitled, without being obliged to do so, if it so desires to take over and conduct in his name the defence or settlement of any claim or to prosecute in his name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.
- IV. 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 Section 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 so required the Company.
- V. Notwithstanding anything contained hereinabove,

- a) 1. 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 section of the policy, the Company shall be 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.
- 2. 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.
- 3. If the liability of the Insured for any claim by an Employee is determined on the basis of Wages higher than covered under this Section of the policy, the Company shall be liable to indemnify only in proportion that the Wages covered under this Section 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.
- b) 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.

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

#### Section XII Public Liability Insurance (Optional Section):

##### 1. What is covered:

The Company will indemnify the Insured against their legal liability (other than liability as per the Public Liability Insurance Act, 1991 or any other statute of a similar or like nature that may come into force after the issue of this Policy) to pay compensation for and/or arising out of Injury and/or Damage (including claimants' costs fees and expenses) in accordance with the law of India (unless otherwise specifically provided in the Schedule to this Policy under this section) excluding any judgment award payment or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgement award or settlement either in whole or in part).

The indemnity only applies to claims, arising out of accident occurring in the insured premises during the Period of Insurance, first made in writing against the Insured and notified to the Company by the Insured in writing during the Policy Period or applicable extended reporting period. The Insured is indemnified only against the claims arising out of or in connection with the Business specified in the Schedule and not against claims arising out of or in connection with:-

- I. Pollution howsoever caused unless specifically covered
- II. Any product.

##### 2. Definitions:

**Accident** means a fortuitous event or circumstance which is sudden, unexpected and unintentional including resultant,

continuous, intermittent or repeated exposure arising out of the same fortuitous event or circumstance.

**Damage** means actual and/or physical damage to tangible property.

**Injury** means death, bodily injury, illness or disease of or to any person.

**Period of Insurance** means the period commencing from the retroactive date and terminating on the expiry date as shown in the Policy Schedule under this section.

**Policy Period** means the period commencing from effective date and hour as shown in the Policy Schedule and terminating at midnight on the expiry date as shown in the Policy Schedule.

**Pollution** means pollution or contamination of the atmosphere or of any water, land, or other tangible property.

**Premises** shall be deemed to include pipelines running outside the premises for discharge of treated effluents at a disposal point situated within a distance of one kilometre from the premises.

**Product** means any tangible property after it has left the custody or control of the Insured, which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by, or on behalf of the Insured, but shall not mean food and beverages supplied by or on behalf of the Insured primarily to the Insured's employees as a staff benefit.

### 3. Indemnity to others:

The indemnity granted extends to the Legal liability accruing to the:

- I. Officials of the Insured in their business capacity arising out of the performance of their business or in their private capacity arising out of their temporary engagement of the Insured's employees;
- II. The officers, committees and members of the Insured's canteen, social, sports, medical, fire fighting and welfare organisations in their respective capacities as such;
- III. the personal representatives of the estate of any person who would otherwise be indemnified by this section of Policy but only in respect of liability incurred by such person.

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

### 4. Notification Extension Clause

Should the Insured notify the Company during the Period of Insurance in accordance with Condition 1 of this section for any specific event or circumstance which the Insured accept may give rise to a claim or claims which form the subject of indemnity by this section then acceptance of such notification means that the Company will deal with such claim or claims as if they had first been made against the Insured during the Period of Insurance. The extension granted under this clause will be subject to the claim being made against the Insured within three (3) years from such notice to the Company.

### 5. Extended Reporting Period

In the event of non-renewal or cancellation of this Policy/section, either by the Company or by the Insured, the Company will allow a time limit not exceeding 60 days from the date of expiry or cancellation of the Policy/section provided no insurance is in force during this extended reporting period for the same interest, for notification of claims for accidents which had taken place during the period of insurance but claims thereof could not be made during the Policy period, provided, however, all claims made during the extended reporting period shall be handled as if

they were made on the last day of the expiring Policy period and are subject to the limits of indemnity and the terms, conditions and exceptions of the Policy.

The extended reporting period

- I. does not extend the Policy period or change the scope of coverage provided
- II. does not reinstate or increase the Limit of Indemnity
- III. does not apply to claims that are covered under any subsequent insurance Insured purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such claims.

### 6. Cross Liability

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

### 7. Defence Cost

The Company will pay all costs, fees and expenses incurred by the Insured with prior consent of the Company in the investigation, defence or settlement of any claim made against the Insured and the costs of representation at any inquest, inquiry or other proceedings in respect of matters which have a direct relevance to any claim made or which might be made against the Insured, provided such claim or claims are the subject of indemnity by the Policy under this section. Such costs, fees and expenses are called 'Defence Cost' and it shall serve to reduce the Limit of Indemnity as stated in the Schedule under this section.

### 8. Limit Of Indemnity

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

### 9. Claim Series Clause

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

### 10. Compulsory Excess

The Insured shall bear, as Compulsory Excess, the amount or percentage of the Limit of Indemnity per any one accident so stipulated under this section in the Schedule attached to the Policy. This Compulsory Excess shall be applicable to both (a) death/bodily injury claims and (b) property damage claims, inclusive of Defence Costs arising out of any one accident. The Company's liability shall attach for the claim in excess of such Compulsory Excess (and voluntary excess, if any, opted by the Insured).

### 11. Voluntary Excess

In the event of the Insured opting, the cover under this section of Policy shall be subject to voluntary excess as mentioned in the Schedule. This voluntary excess shall be applicable to both (a)

death/bodily injury claims and (b) property damage claims inclusive of defence costs arising out of any one accident. The Company's liability shall attach for the claims in excess of such compulsory and voluntary excess.

## 12. Limitation Period

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

## 13. Special Exclusions:

Under this section, the Company shall not have any liability:

- I. assumed by the Insured by agreement or contract and which would not have attached in the absence of such agreement or contract;
- II. arising out of earthquake, earth-tremor, volcanic eruption, flood, storm, tempest, typhoon, hurricane, tornado, cyclone or any other similar acts or convulsions of nature and atmospheric disturbances, unless specifically covered;
- III. arising out of deliberate, wilful or intentional non-compliance of any statutory requirements and/or provisions;
- IV. arising out of loss of pure financial nature such as loss of goodwill, loss of market share etc.;
- V. arising out of all personal injuries such as libel, slander, false arrest, wrongful eviction, wrongful detention, defamation and mental injury, anguish, or shock resulting therefrom;
- VI. arising out of infringement of plans, copy-right, patent, trade mark, trade name, registered design, trade secrets or any other intellectual property rights;
- VII. arising out of fines, penalties, punitive or exemplary damages or any other damages resulting from the multiplication of compensatory damages;
- VIII. directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
- IX. directly or indirectly caused by or contributed to by:
  - a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- X. arising out of ownership, possession or use by or on behalf of the Insured of any motor vehicles or trailer for which compulsory insurance is required by legislation;
- XI. arising out of transportation of materials and/or dangerous/ hazardous substances outside the Insured premises, unless specifically covered;
- XII. arising out of use, ownership or possession by or on behalf of the Insured of any aircraft, water-borne vessels or hovercraft;
- XIII. with respect to damage to property owned, leased or hired or under hire-purchase or on loan to the Insured or

otherwise in the Insured's care, custody or control other than;

- a) premises (or the contents thereof) temporarily occupied by the Insured for work therein, or other property temporarily in the Insured's possession for work thereon (but no indemnity is granted for damage to that part of the property on which the Insured is working and which arises out of such work)
- b) employees' and visitors' clothing and personal effects
- c) premises tenanted by the Insured to the extent that the Insured would be held liable in the absence of any specific agreement.
- XIV. with respect to injury and/or damage occurring prior to the retroactive date as mentioned in the Schedule; Provided always that in the event of any injury or damage arising from continuous or continual inhalation, ingestion or application of any substance following the covered accident and where the Insured and Company cannot agree when the injury or damage occurred, then
  - a) Injury shall be deemed to have occurred when the claimant first consulted a qualified medical practitioner in respect of such injury;
  - b) Damage shall be deemed to have occurred when it first became evident to the claimant even if the cause was unknown.
- XV. caused by the deliberate, conscious or intentional disregard of the Insured's technical or administrative management (rules and/or policies whether express or implied) of the need to take all reasonable steps to prevent claims or any circumstances which may give rise to a claim;
- XVI. for, or in respect of, injury to any person under the contract of employment or apprenticeship with the Insured, their contractor(s) and/or sub-contractor(s), when such injury arises out of the execution of such contract;
- XVII. for or in respect of any liability which is the subject matter of specific insurance elsewhere;
- XVIII. for any claims where the Insured were aware of the circumstance or event which gave rise to the claim before the inception of this Policy;
- XIX. for any financial loss or claim arising out of any act of negligence, error, mistake or omission in rendering or failing to render professional services, whether performed by the Insured or by others for whom the Insured is legally responsible;
- XX. any actual or alleged liability whatsoever, directly or indirectly caused by or resulting from or in consequence of or contributed to by or arising out of asbestosis or any related disease (including cancer) resulting from the existence, production, processing, manufacture, sale, distribution, storage, deposit or use of asbestos, asbestos products and/or products containing asbestos in whatever form or quantity;
- XXI. any actual or alleged loss of or damage to property or liability whatsoever, directly or indirectly caused by or resulting from or in consequence of or contributed to by or arising out of non-ionic radiation, including but not limited to Electro-Magnetic Fields and/ or Electro-Magnetic Interference;
- XXII. for any claims arising outside the territorial limits as mentioned in the Schedule;

XXIII. in connection with dishonest/criminal acts of employees or persons working for/on behalf of the Insured; XXIV. prior and pending losses;

XXV. caused by, whatsoever nature directly or indirectly, resulting from or in connection with

- Employers Liability & Employment Practices Liability;
- Professional Liability;
- Mold, fungi, mildew, spore or mycotoxins of any kind;
- Insured vs. Insured claims;
- Damage to alienated premises;
- Libel and Slander;
- Advertising injury;
- Assault and Battery;
- Property under care, control and/or custody of the Insured;
- Offshore risk;
- Toxic waste

XXVI. arising out of consumption of food, beverage and/or any other edible items supplied by the Insured in the Insured's premises, unless specifically covered;

XXVII. arising out of Industrial seepage, pollution and contamination, unless specifically covered;

XXVIII. any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection Strike, riots and civil commotion regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

XXIX. for "Injury" or "Damage" arising out of or with respect to or in relation to the furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol and/or any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages and/or causing or contributing to the intoxication of any person.

#### 14. Special Conditions:

- The Insured shall give written notice to the Company as soon as reasonably practicable, but not later than the expiry of Policy or applicable extended reporting period, of any claim made against the Insured (or any specific event or circumstance that may give rise to a claim being made against the Insured) and which forms the subject of indemnity under this section and shall give all such additional information as the Company may require. Every claim, writ, summons or process and all documents relating to the event shall be forwarded to the Company immediately they are received by the Insured.
- The Company will have the right, but in no case the obligation, to take over and conduct in the name of the Insured the defence of any claim and will have full discretion in the conduct of any proceedings and in the settlement of any claim and having taken over the defence of any claim, may relinquish the same. All amounts expended by the Company in the defence settlement or payment of any claim will reduce the Limit of Indemnity for this section as specified in the Schedule.
- In the event the Company, in its sole discretion, chooses to exercise its right pursuant of this condition, no action taken by the Company in the exercise of such right will serve to modify or expand in any manner, what the Company's liability or obligations would have been had it not exercised its rights under this condition.
- No admission, offer, promise or payment shall be made or given by or on behalf of the Insured without the written consent of the Company.
- The Insured shall give all such information and assistance as the Company may reasonably require. The Insured shall at all times in addition to their obligations set out in Condition I. above provide such information to and co-operate with the Company or their appointed representative.
- The Insured shall give notice as soon as reasonably practicable of any fact, event or circumstance which materially changes the information supplied to the Company at the time when cover under this section of Policy was effective, and the Company may amend the terms of cover under this section of Policy according to the materiality of such change.
- The Company may at any time pay to the Insured in connection with any claim or series of claims under this section of policy, to which an indemnity limit applies, the amount of such limit (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment and/or settlement being made, the Company shall relinquish the conduct and control of and be under no further liability in connection with such claims.
- For the purpose of this section of Policy, where a series of and/or several bodily injuries and/or property damages are attributable directly or indirectly to the same cause, all such bodily injuries and/or property damages shall be added together and all such bodily injuries and/or property damages shall be treated as one claim and such claim shall be deemed to have been made at the point in time when the first of the claims was made in writing.
- Where the premium is based on the Insured's estimates, the Insured shall keep accurate records and after expiry of the Period of Insurance, declare as soon as possible such details as the Company require. The premium shall then be adjusted and any additional premium as the case may be collected from the Insured.
- This section of Policy does not cover liability which at the time of happening of any event resulting into such liability, be insured by or would, but for the existence of this policy, be insured by, any other Policy (but not a Public Liability Policy) or Policies, except in respect of any excess beyond the amount which could have been payable under such Policy/Policies, had this Insurance not been effected.
- The insurance afforded by this section of Policy is excess over any other valid and collectable insurance available to the Insured. Valid and collectable insurance includes any selfinsurance plan which would be applicable to the loss.
- In the event of liability arising under this section of Policy or the payment of claim under this section of Policy, the limit of indemnity per Any One Year under this section shall get reduced by the extent of quantum of liability paid or to be paid in respect of such claim. Under no circumstances, it shall be permissible to reinstate the Limit of Indemnity to the original level, even on payment of extra premium.
- On the occurrence of any loss within the scope of cover under this section of the Policy, the Insured shall allow the Surveyor or any agent of the Company to inspect the lost/damaged properties/premises/goods or any other material items and assist and not hinder or prevent the

Company or any of its agents in pursuance of their duties on happening of loss or damage. Insured shall not abandon the insured property/item/premises, nor take any steps to rectify/remedy the damage before the same has been approved by the Company or any of its agents or the Surveyor.

XIV. No claim shall be payable under this Policy unless the cause of action arises in India, unless otherwise specifically provided under this section in the Schedule to this Policy.

XV. Reasonable Care

The Insured shall exercise reasonable care that only competent employees are employed and shall take all reasonable steps to prevent accidents and to comply with all statutory or other obligations and regulations imposed by any authority and shall maintain the premises and all ways, works, machinery and plant in sound condition. In the event of the discovery of any defect or danger the Insured shall forthwith cause such defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require.

XVI. Conditions precedent to liability of the company under this section it is hereby understood and agreed that cover under this section shall not apply to and does not cover any liability, whatsoever for any claim in respect of loss or losses directly or indirectly (exclusively or partially) arising out of, resulting from, or in consequence of failure of the insured to meet the following conditions, these are the conditions precedent to company's liability:

- a) Insured premises are walled premises.
- b) Insured has taken required government / regulatory approvals and has followed related rules & regulations.
- c) Proper fire safety arrangements are maintained by the Insured at the insured premises as per the applicable rules and regulations.
- d) Proper security arrangement is maintained by the Insured.
- e) Retroactive coverage is applicable on following conditions being complied with
  - 1. no break in between the insurance periods;
  - 2. no known or reported losses for last 5 years, unless declared to the Company before inception of Policy and agreed by the Company.
  - 3. the insurance has been claims made since the retroactive date.
  - 4. Retroactive cover is restricted to limit/coverage in place during relevant policy period (but retroactive cover not exceeding this Policy coverage).
- f) Insured has to notify in writing to the Company he claims made against the Insured or any adverse incident that might lead to a claim under this section of the Policy. This notification must be given to the Company within Policy period or applicable extended reporting period.

Subject otherwise to the terms and conditions of this section of the Policy, except for the specific terms, conditions and exclusions made applicable herein.

**Terrorism Exclusion Clause:** Notwithstanding any provision to the contrary within cover under this section or any endorsement thereto it is agreed that this section excludes any loss of or damage to Property or legal liability arising directly or indirectly as a result of or in connection with Terrorism (including, without limitation,

contemporaneous or ensuing loss or damage or legal liability caused by fire and/or looting and/or theft)

Definitions that apply for purpose of this exclusion:

Terrorism means any act or acts:

1. committed for, arises out of or relates to political, religious, ideological purposes and involves a violent act or the unlawful use of force or an unlawful act dangerous to human life or tangible property, and
2. carried out by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s), and
3. appears to be intended to:
  - a) intimidate or coerce a civilian population, or
  - b) disrupt any segment of the economy of a Government, State or Country, or
  - c) overthrow, influence, or affect the conduct of any government de jure or de facto by intimidation or coercion, or
  - d) affect the conduct of a Government by mass destruction, assassination, kidnapping or hostage taking.

In any claim and in any action, suit or other proceedings to enforce a claim under this section of Policy, the burden of proving that such claim does not fall within the Terrorism Exclusion set out above shall be upon the Insured. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Subject otherwise to the terms and conditions of this Policy, except for the specific terms, conditions and exclusions made applicable herein.

**General Exclusions** - Unless otherwise specifically excluded, following general exclusions will be applicable to all sections of the policy -

1. Loss, destruction or damage caused by war, invasion, act of foreign enemy, hostilities or war like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
2. Loss, destruction or damage, directly or indirectly, caused to the property insured by
  - a) Ionising, radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - b) Radio active toxic, explosives or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
3. 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.
4. 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.
5. Terrorism Damage Exclusion Warranty:

Notwithstanding any provision to the contrary within this insurance it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force of violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.

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

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

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

#### General Conditions -

Unless otherwise specifically provided in any section, following general conditions will be applicable to all sections of the policy -

1. Coverage under this Policy shall be voidable in the event of misrepresentation, mis-description or non-disclosure of any material particular.
2. The Insured shall take all reasonable steps to safeguard the property insured against accident, loss or damage.
3. The Insured shall maintain all records and books of accounts reasonably required in an accurate manner.
4. All covers under this Policy shall cease if any alteration be made whereby the risk of damage or injury is increased until such alteration be agreed to by the Company in writing.
5. The Insured shall comply with all statutory and other regulations. The Insured shall observe all manufacturers' instructions concerning:
  - the inspection of machinery, plant, equipment and apparatus,
  - the safety of persons or property.
6. This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the premium at the short period rate as per All India Fire Tariff (Table given herebelow) for the time the Policy has been in force. This insurance may also at any time be terminated at the option of the Company, on 15 days' notice to that effect being given to the Insured, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.

**Table of Short Period Scales**

Period of Risk (Not exceeding)	Premium to be retained (% of the Annual Rate)
15 days	10%
1 Month	15%
2 Months	30%
3 Months	40%
4 Months	50%
5 Months	60%
6 Months	70%
7 Months	75%

8 Months	80%
9 Months	85%
Exceeding 9 Months	Full Annual Premium.

7. (i) On the happening of any loss or damage the Insured shall forthwith give notice thereof to the Company and shall within 15 days (for claims under Section II, not later than thirty days after the expiry of the period of Indemnity) after the loss or damage, or such further time as the Company may in writing allow in that behalf, deliver to the Company
  - a claim in writing for the loss or damage containing in 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.
  - b. 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.

8. (ii) 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 (For claims under Section II, one year from the end of the period of indemnity or if later) 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.
8. On the happening of loss or damage to any of the property insured by this Policy, the Company may
  - a) enter and take and keep possession of the building or premises where the loss or damage has happened
  - b) take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage
  - c) keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same
  - d) sell any such property or dispose of the same for account of whom it may concern.

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

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

The Insured shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not.

9. 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
10. If the Company at its option, reinstates or replaces the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or join with any other company or Insurer(s) in so doing, the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage nor more than the Sum Insured by the Company thereon. If the Company so elects to reinstate or replace any property the Insured shall at his own expense furnish the Company with such plans, specifications, measurements, quantities and 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.
11. If the property hereby insured shall at the commencement of any destruction of or damage to the property by any 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.
12. 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 and/or liability, this Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.
13. The Insured shall at the expense of the Company do and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated, upon its paying for or making good any loss or damage or liability under this Policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the Company.
14. "The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy.
- Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996."
15. Every notice and other communication to the Company required under this Policy must be written or printed.
16. At all times during the Policy period, 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 Policy period 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.

17. The Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or the Schedule shall bear such specific meaning wherever it may appear in respective section.
18. The due observance and fulfillment of the terms, conditions and endorsement of this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the proposal shall be a condition precedent to any liability of the Company to make any payment under this Policy.
19. It is hereby declared and agreed that this contract of insurance and all claims thereunder shall be governed by Indian Law and any legal proceeding in respect thereof shall be raised a competent court of India. All claims shall be paid in Indian Rupees only.
20. **Claim Settlement:** The Company will settle the claim under this Policy within 30 days from the date of receipt of necessary documents required by the Company 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.
21. **Interest / Penalty:** No sum payable under this Policy shall carry any interest or penalty, except as provided in Protection of Policyholders' Interest Regulations 2002.

## 22. Grievance Redressal Mechanism

If You have a grievance about any matter relating to the Policy, or Our decision on any matter, or the claim, You can address Your grievance as follows:

### Stage 1: Bima Bharosa

You can register your grievances with the regulator using the following link: <https://bimabharosa.irdai.gov.in/Home/Home>

**Stage 2: Head – Customer Care**

Alternatively, if you wish to register your grievances directly with us, you may write to the Head – Customer Care. We aim to respond to all Grievances within 7 days. In our initial acknowledgement of receipt letter, we will provide the name and title of the person that is handling your Grievance. This individual will have the authority necessary to investigate and resolve the Grievance.

Email: [head.customerCare@sbigeneral.in](mailto:head.customerCare@sbigeneral.in)

Toll-Free Number: 1800 102 1111 (Available 24/7)

**Stage 3: Grievance Redressal Officer (GRO)**

In case, you are still not satisfied with the decision/resolution communicated by the above officer or have not received any response within 5 Business days, you may escalate the matter to the Grievance Redressal Officer (GRO) which will undergo a detailed case investigation, and we aim to resolve the issue within 7 days from the date of receipt of your Grievance at GRO Desk

Email: [gro@sbigeneral.in](mailto:gro@sbigeneral.in)

Designation: Grievance Redressal Officer

Phone: 022-45138021

Note: - The Company shall endeavour to maintain the regulatory TAT of 14 days in resolving your grievances.

**Stage 4: Escalation to Insurance Ombudsman**

If you feel that the response to your Grievance was unsatisfactory, or if you believe your concerns have not been adequately addressed by the company, you may escalate the matter to the Insurance Ombudsman.

Submit your Grievance online:

<https://www.cioins.co.in/Ombudsman>