

# UNIVERSAL SOMPO GENERAL INSURANCE COMPANY LIMITED

Regd. Office: 201-208, Crystal Plaza, Opp. Infinity Mall, Link Road,  
Andheri (West), Mumbai – 400 058

Mailing Address: 201-208, Crystal Plaza, Opp. Infinity Mall, Link Road,  
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Tel: 0091 22 4067 9000

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GENERAL CONDITIONS

GENERAL EXCLUSIONS

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## **OFFICE PACKAGE POLICY**

### **Preamble**

In consideration of Your having paid the premium for the policy period stated in the Schedule or for any further period of insurance for which we may accept the payment for renewal of this policy, We will indemnify You on the happening of any insured event, as mentioned under the item “**what we cover**” under each section, to the extent of loss suffered but not exceeding the sum insured and / or limit of liability for each of the sections stated in the schedule of the policy, provided that all the terms, conditions and exceptions of this Policy, in so far as they relate to anything to be done or complied with by You, have been met.

This policy is an evidence of the contract between you and Universal Sompo General Insurance Company Limited. The information furnished by you in the proposal form and the declaration signed by you forms the basis of this contract.

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

### **General Definitions (Applicable to all Sections)**

- 1. You/Your :** The person (s) named as Insured in the Schedule
- 2. We/Us/Our :** Universal Sompo General Insurance Company Limited
- 3. Proposal:** The application form you sign for this insurance and/or any other information you give to us or which is given to us on your behalf.
- 4. Policy:** Policy wording, the Schedule, the Proposal form and Endorsement / Memoranda if any.
- 5. Schedule:** The document which describes you, the cover that applies, the Period of Insurance and other details of your policy.
- 6. Sum Insured:** It means the amount stated in each section of the Schedule which shall be our maximum liability under this Policy for all claims under each section during the Policy period.
- 7. Period of Insurance:** The time period for which the contract of insurance is valid as shown in the Policy Schedule.
- 8. Excess/Deductible** The amount stated in each section in the Schedule, which shall be borne by you first, in respect of each and every claim made under this Policy. Our

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**liability** to make any payment under the Policy is in excess of the Excess/Deductible.

- 9. Valuables:** Valuables means (a) gold or silver or any precious metals or articles made from any precious metals (b) watches or Jewellery or precious stones or models or coins or curios, sculptures, manuscripts, stamps, collection of stamps, rare books, medals, moulds, designs or any other collectibles (c) deeds, ATM cards, credit cards, bonds, bills of exchange, bank notes, treasury or promissory notes, cheques, money, securities or any other negotiable instrument.
- 10. Office** – A place located in a building which is made of brick walls and RCC roof where business, clerical, professional and administrative activities are carried out
- 11. Insured Premises:** The place(s) named in the Schedule from which you operate your business
- 12. Market Value:** This is the basis of Sum Insured for stocks under this policy. Market value for stocks means the procurement value of stocks from the same or similar source at the time of damage or Loss.
- 13. Reinstatement Value:**  
This is the basis of Sum insured for all assets other than stocks under this Policy. Reinstatement Value represents the replacement value of the asset as New at time of Damage or Loss.

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## SECTION I

### FIRE AND ALLIED PERILS-BUILDINGS & CONTENTS

WHAT WE COVER	WHAT WE EXCLUDE
Loss or Damages directly caused to Building and its Contents by insured perils listed hereunder and subject to its not being otherwise excluded.	
Fire	i) Destruction or damage caused to the property by its own fermentation, natural heating or spontaneous combustion or its undergoing any heating or drying process ii) Burning of property insured by order of any Public Authority
Lightning	
Explosion / Implosion	iii) Explosion/implosion losses to boilers (other than domestic boilers), economizers or other vessels, machinery or apparatus (in which steam is generated) including their contents iv) Destruction or damage to property caused by centrifugal forces
Loss, Destruction or Damage caused by an aircraft, other aerial or space devices and articles dropped there from	Loss, Destruction or Damage caused by pressure waves.
Riot, Strike and Malicious Damage: - Visible physical Damage by external violent means directly caused to the property insured.  If the Company alleges that the loss/damage is not caused by any malicious act, the burden of proving the contrary shall be upon the	Damages caused by i) Permanent or temporary dispossession of any building or office equipment or furniture and fixtures resulting from the unlawful occupation by any person of such building or office equipment or furniture and fixtures or prevention of access to the same. ii) Burglary, housebreaking, theft, larceny

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insured.	<p>or any other such attempt or any omission of any kind of any person (whether or not such act is committed in connection with the disturbance of public peace or any malicious act.</p> <p>iii) Total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind</p> <p>iv) Terrorism damage as mentioned In Terrorism damage exclusion warranty under General Exclusions</p>
Impact Damage by any rail/road vehicle or animal by direct contact	Damage by vehicle/animals belonging to, or under the control of or owned by You or Your employees while acting in the course of your employment
Subsidence and Landslide including Rockslide: Damage caused by subsidence of the part of site on which the insured property stands or landslide/rockslide	<p>Damages caused by :-</p> <p>i) Normal cracking, settlement or bedding of new structures.</p> <p>ii) Settlement or movement of made up ground.</p> <p>iii) Coastal or river erosion.</p> <p>iv) Defective design or workmanship or use of defective material</p> <p>v) Demolition, construction, structural alteration or repair of any property or ground work or excavation.</p>
Strom, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation	
Bursting and overflowing of water tank, apparatus and pipes	
Missile testing operations.	
Leakage from automatic sprinkler installations.	<p>Loss, Destruction or Damage caused by</p> <p>i) Repairs or alteration to Your building / premises.</p>

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	<p>ii) Repairs, removal or extension of the sprinkler installation.</p> <p>iii) Defects in construction known to You</p>
Bush Fire	Loss, Destruction or Damage caused by forest fire
Earthquake – Fire and Shock	
	Expenses necessarily incurred on Architect, Surveyor and Consulting Engineer's fees and Debris Removal following Damage to property insured by an insured peril in excess of 3% and 1% of the claim amount respectively.
	Loss, destruction or damage to the stocks in cold storage unit caused by change of temperature
	Loss, destruction damage to any electrical machine, apparatus fixture or fittings arising from or occasioned by overrunning excessive pressure short circuiting , arcing, self heating or leakage of electricity from whatever cause (lightning included) provided that this exclusion will apply only to the particular electrical machine, apparatus, fixture or fittings which may be destroyed or damaged by fire so set up.
	Livestock or pets
	Valuables as defined under the policy
	Loss or damage to property insured if removed to any building or place other than in which it is herein stated , except machinery and equipments temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding 60 days.
	Loss of earnings, loss by Delay, loss of Market or other Consequential or indirect loss or Damage of any kind or description what so ever.
	Loss or Damage by Spoilage resulting from the retardation or interruption or cessation of any process or operation caused by operation of any perils covered.

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### **Excess/Deductible:**

- i) 5% of claims amount for Act of God Perils ( Lightning, Storm, Tempest, Flood, Inundation and the like, subsidence, landslide, rockslide ,earthquake) subject to to a minimum of Rs. 10,000/-.
- ii) First Rs. 10,000 for each and every loss arising out of other perils in respect of which you are indemnified by this policy.

The excess shall apply per event.

Additional coverage available under this section

**Add on covers under section I –** following add on covers are available on payment of additional premium.

### **Loss of Rent Clause**

“In consideration of the payment of an additional premium of Rs....., this policy is extended to cover the loss of rent suffered by the insured up to a maximum rent of Rs ----- per month for a period of ----- months, when the building(s) or any part thereof covered under this policy is unfit for occupation in consequence of its destruction or damage by the perils insured against and then the amount payable shall not exceed such portion of the sum insured on Rent as the period necessary for reinstatement bears to the term of the Rent Insured”.

### **Insurance of Additional Expenses of Rent For an Alternative Accommodation**

It is hereby declared that in the event of the premises described in the policy and occupied by the insured, hereinafter referred to as ‘PREMISES’ being destroyed or damaged by any Insured Peril as to become unfit for occupation and the insured in consequence taking up alternative accommodation, the Company shall, subject to special conditions set out herein, indemnify the insured against the additional rent (as explained herein) which the insured is called upon to bear for the period beginning from the date of operation of any of the Insured Perils until the ‘PREMISES’ is rendered fit for occupation such period not exceeding such reasonable time as is required to restore the premises with due diligence to a condition fit for occupation or the maximum indemnity period of ..... months whichever is earlier. Provided that the liability of the company shall not exceed Rs..... the sum insured hereby.

Provided further that if the sum produced by applying the monthly additional rent, borne by the insured for the alternative accommodation to the maximum indemnity period is more than the Sum Insured hereby, the liability of the Company shall be proportionately reduced.



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**SPECIAL CONDITION** – 1. The period of Indemnity may be limited to the period during which the original premises remain untenable as a result of occurrence of perils insured against. Indemnity period may be selected by the Insured subject to maximum of 3 (three) years.

2. If the area of alternative accommodation taken by the insured is more than the area of the PREMISES occupied by the insured, the additional rent borne by the insured for the purpose of this insurance shall be deemed to be that proportion of the additional rent actually borne by the insured as the area of the PREMISES which was in the insured's occupation bears to the area of the alternative accommodation taken by the insured. The insured shall be at liberty to take alternative accommodation in any locality so long as it is within the Municipal limit of the city or town in which the PREMISES is situated.

### **EXPLANATION**

**Additional Rent:** If the insured is the Owner-Occupant, the additional rent borne by him is arrived after deducting the standard rent of the premises from the actual rent paid for the alternative accommodation. The standard rent shall be based on the rateable values fixed by the Municipal/Revenue authorities for tax purposes.

If the insured is a tenant only and for safeguarding his legal tenancy rights is obliged to pay rent for the premises even during the period when it is not fit for occupation, the additional rent borne by him is the actual rent for the alternative accommodation.

If the insured is a tenant and is not obliged to pay rent for the premises during the period When it is not fit for occupation, the additional rent borne by him is the actual rent paid for alternative accommodation taken less the rent which he was paying for the premises immediately prior to the same being damaged or destroyed by Insured Perils and rendered unfit for occupation.

### **Terrorism Damage Cover**

"It is hereby declared and agreed that in consideration of payment of additional premium of Rs.\_\_\_\_\_, the Terrorism Damage Exclusion Warranty of the Riot, Strike, Malicious Damage provision forming part of the within mentioned policy stands deleted. The expression/s "terrorism and/or act of terrorism" shall have the same meaning/s as contained in Terrorism Damage Exclusion Warranty.

This endorsement does not cover loss of or damage caused by

A)

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

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II. Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority.

III. Permanent or temporary dispossession of any building or plant or unit of machinery resulting from the unlawful occupation by any person of such building or plant or unit or machinery or prevention of access to the same.

IV. Burglary, housebreaking, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any action taken in respect of an act of terrorism.

B) loss or damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling , preventing , suppressing or in any way relating to action taken in respect of any act of terrorism.

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

The limit of coverage under this endorsement shall not exceed Rs. \_\_\_\_\_ (*insert here the overall liability limit for Material Damage + Loss of Profit*). In respect of several insurances within the same compound / location with all the Indian insurers, the maximum aggregate loss (MD+LOP) payable per compound /location shall be Rs.600 crores. If the actual aggregate loss suffered at one compound / location is more than Rs.600crores, the amounts payable under individual policies shall be reduced on pro rata basis.

The coverage under this endorsement is subject to an excess of Re. 0.5% of the total sum insured subject to a minimum of Rs. \_\_\_\_\_ (*insert Rs. 25000 or Rs. 1 lakh as applicable*) for each and every claim in respect of both material damage and loss of profits combined."

### **Conditions applicable to Section I**

- a) All insurances under this 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 buildings forms part. Provided such a fall or displacement is not caused by insured perils, loss or damage which is covered by this policy or would be covered if such building, range of buildings or structure were insured under this 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 affect.

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- b) Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the Insured, before the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the policy by or on behalf of the Company :-
- i) 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.
  - ii) If the building insured or containing the insured property becomes unoccupied and so remains for a period of more than 30 days.
  - iii) If the interest in the property passes from the insured otherwise than by will or operation of law.

c) Designation Of Property Clause:

For the purpose of determining, where necessary, the item under which any property is insured, the insurers agree to accept the designation under which the property has been entered in the insured's books.

d) Reinstatement value clause

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

Special Provisions for Reinstatement Value clause

1. The work of replacement or reinstatement (Which may be carried out upon another site and in any manner suitable to the requirements of the insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable dispatch and in any case must be completed within 12 months after the destruction or damage or within such further time as we may in writing allow, otherwise no payment beyond the

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- amount which would have been payable under the policy if this memorandum had not been incorporated therein shall be made.
2. Until expenditure has been incurred by you in replacing or reinstating the property destroyed or damaged we shall not be liable for any payment in excess of the amount which would have been payable under the policy if this memorandum had not been incorporated therein.
  3. If as on the date of loss, the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the property covered had been destroyed, exceeds the sum Insured thereon or at the commencement of any destruction or damage to such property by any of the perils insured against by the policy, you shall be considered as being your own insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item of the policy (if more than one) to which this memorandum applies shall be separately subject to the foregoing provision.

This Memorandum shall be without force or effect if:

- a. You fail to intimate to us within 6 months from the day of destruction or damage or such further time we may in writing allow your intention to replace or reinstate the property destroyed or damaged.
- b. You are unable or unwilling to replace or reinstate the property destroyed or damaged on the same or another site

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## SECTION II

### BURGLARY & ROBBERY

#### Definitions:

1. **Burglary:** Burglary means theft following upon an actual forcible and violent entry of or exit from your premises by the person or persons committing such theft.
2. **Contents:** Content means the items specified in the Schedule under this section.
3. **Safe:** Safe means a strong cabinet within the premises designed for the safe and secure storage of valuable items maximum to the extent of one day's sale proceeds and access to which is restricted.
4. **Strong Room:** Strong Room means a room within the premises designed for the secure storage of money and access to which is restricted.

WHAT WE COVER	WHAT WE EXCLUDE
<p>1. Loss or Damages directly caused to</p> <ul style="list-style-type: none"><li>• 'Contents' or any part thereof, whilst kept in your premises</li><li>• Damage to your premises (including reasonable costs for damaged locks at the entry and/or exit points)</li><li>• Loss of money contained in Safe or Strong Room</li><li>• Loss of money from the cashier's till and/or counter</li></ul> <p>Caused by actual or attempted burglary and/or robbery during the policy period. However, in respect of "Loss of money contained in Safe, Strong Room, Till, Counter" Our liability for any one loss shall be limited to money equivalent to maximum one day's collection only or the sums mentioned in the schedule which ever is less.</p>	<ul style="list-style-type: none"><li>• Loss or damage from any yard, garden outbuilding (including sheds or garages not attached to the building) or any other property outside the confines of the premises unless specified in the Schedule</li><li>• Valuables and cash in safe, unless specifically covered in the Schedule.</li><li>• Loss or damage of motor vehicles, trailers.</li><li>• Loss or damage in which you, your employees or any other person lawfully on your premises is or is alleged to be in any way concerned or implicated in the actual theft or damage to any of the articles or premises.</li><li>• Loss or damage resulting from an act of Riot, Strike, Malicious Damage and Terrorism.</li><li>• Unexplained losses, shortages due to error or omissions, losses discovered when making an inventory or a periodic stock taking</li></ul>

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	<p>or loss resulting from your voluntarily parting with title.</p> <ul style="list-style-type: none"><li>• Damage to glass and sign boards</li><li>• Live stock</li><li>• Loss or damage to contents or stock when the premises are left unoccupied for more than 30 consecutive days unless the same has been reported to us in writing and our written approval obtained.</li><li>• Contents from the safe following the use of a key to gain access to the safe, or any duplicate thereof belonging to you unless such key has been obtained by aggressive or violent means.</li><li>• Any consequential loss or legal liability</li><li>• First Rs 1000/- under each and every claim</li></ul>
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## SECTION III BUSINESS INTERRUPTION (FIRE)

### Definitions

Fire & allied perils	Fire, lightning, explosion/implosion, aircraft damage, riot, Strike, malicious damage, storm, cyclone, typhoon, tempest, hurricane, tornado, flood, inundation, impact damage, subsidence, landslide, rockslide, bursting and/or overflowing of water tanks, apparatus and pipes, missile testing operations, leakage from automatic sprinkler installations, bush fire, earthquake.
Indemnity Period	The period beginning with the occurrence of the Damage and ending not later than number of months specified in the Schedule thereafter during which the result of the business shall be affected in consequence of the Damage.
Gross Revenue	The money paid or payable to the insured, in course of the business at the premises.

STANDARD GROSS REVENUE – The gross Revenue during the period in the twelve months immediately before the date of the damage which corresponds with the Indemnity Period.	To which such adjustments shall be made as may be necessary to provide for the trend of the business and for variations in or special circumstances affecting the business either before or after the damage or which would have affected the business had the damage not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which, but for the damage, would have been obtained during the relative period after the damage.
ANNUAL GROSS REVENUE – The Gross Revenue earned during the period in the twelve months immediately before the date of the damage.	

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### **What We Cover**

If Your Business is interrupted because of a loss or damage at the Premises by Fire & allied perils for which valid claim is payable under Section 1 of this Policy, We will pay for the loss resulting from the interruption in respect of the following items in accordance with the Basis of Settlement and the Limit of Liability.

- (a) Reduction in Gross Revenue
- (b) Increase in the cost of working

### **Basis of Claim Settlement**

The amount payable as indemnity shall be,

- (a) IN RESPECT OF LOSS OF GROSS REVENUE: the amount by which the Gross Revenue earned during the Indemnity Period shall, in consequence of the damage, fall short of the Standard Gross revenue.
- (b) IN RESPECT OF INCREASE IN COST OF WORKING: the additional expenditure (subject to the provisions of Memo 2) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of Gross revenue which but for that expenditure would have taken place during the indemnity period in consequence of the Damage but not exceeding the amount of the reduction in gross revenue thereby avoided.

less any sum saved during the Indemnity Period in respect of such of the working expenses and standing charges of the business as may cease or be reduced in consequence of the damages,

Provided that if the Sum Insured by this Item is less than the Annual Gross Revenue, the amount payable under this shall be proportionately reduced.

Memo 1: If during the Indemnity Period work shall be done or services rendered elsewhere than at the premises for the benefit of the business either by the Insured or by others on insured's behalf the money paid or payable in respect of such work or services shall be brought into account in arriving at the Gross Revenue during the Indemnity Period.

Memo 2: In the event of the Gross Revenue earned during the accounting period of twelve months most nearly concurrent with any period of Insurance, as certified by the Insured's Auditors, less than the Sum Insured thereon, a pro-rata return of premium not exceeding 50% of the premium paid on such Sum Insured for such period of Insurance will be made in respect of the difference provided the Insured's declarations is received within twelve months of the expiry of the policy. If any damage shall have occurred, giving rise to A claim



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under the policy, such return shall be made in respect only of so much of the said difference as is not due to such damage.

### **Conditions applicable to Section III**

#### 1. Duties Following an accident

In the event of any occurrence, which might give rise to a claim under this Policy, you shall take all steps within your power to minimise the extent of the loss or damage;

#### 2. The insurance by this Policy shall cease if:

- a) The business be wound up or carried on by a Liquidator or Receiver or permanently discontinued
- or
- b) Your interest ceases otherwise than by death
- or
- c) any alteration be made either in the business or in the premises or property therein whereby the risk of Damage is increased, at any time after the commencement of this insurance, unless its continuance be admitted by memorandum signed by or on behalf of the Company.

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## SECTION IV

### MONEY in Transit

#### Definitions

Money: Cash, currency coins, bank and currency notes, cheques, travellers' cheques postal orders, money orders, and current postage stamps held in connection with Your Business or Profession.

WHAT WE COVER	WHAT WE EXCLUDE
<ul style="list-style-type: none"><li>Loss of money while in transit whilst carried by you or your employees, caused during the Policy period by robbery, theft or any other fortuitous event not specifically excluded.</li></ul>	<ol style="list-style-type: none"><li>Loss of money carried by any person other than You or Your employees</li><li>Loss of money due to pick pocketing, mysterious disappearance or unexplained shortage.</li><li>Loss of Money unless FIR is lodged within 12 Hrs of occurrence of loss and Police Report obtained.</li><li>Consequential loss of any nature</li><li>Money carried out under contract of affreightment.</li><li>Loss of money from any unattended vehicle.</li><li>Loss of money in transit by post/courier.</li><li>Loss arising out of or due to or related to use of counterfeit money.</li><li>Loss occasioned by Riot, Strike or terrorist activity.</li><li>Loss of money arising out of fraud or dishonesty of you or your employees.</li></ol>

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## SECTION V

### Plate Glass and Neon Signs/Glow Signs

WHAT WE COVER	WHAT WE EXCLUDE
<ol style="list-style-type: none"><li>1. Any Sudden, unforeseen, accidental loss or damage to Plate Glass/Neon Signs/Glow Signs.</li><li>2. Damage to frame and framework of any description following breakage of Glass and/or Neon Boards/glow signs subject to a maximum of Rs 5000/-.</li><li>3. Following breakage of Glass, the cost of tinting, lettering, painting, embossing, silvering or any other ornamental work on the replacement Glass, provided that such costs have been included in the Sum Insured of the Glass under this Section.</li></ol>	<ol style="list-style-type: none"><li>1. First Rs 1000/- under each and every claim</li><li>2. Breakage or damage during removal, alteration and repairs carried out at your premises</li><li>3. Scratching other than the fracture extending through the entire thickness of Plate Glass</li><li>4. Damage or breakage to Plate Glass or Neon Signs, Glow Signs which are not securely fixed.</li><li>5. Any loss or damage caused willfully by you or your employees, or any loss or damage in which you or any person acting on your behalf is or is alleged to be involved or implicated.</li><li>6. Any loss or damage for which the manufactures or supplier is responsible.</li><li>7. Any costs incurred in connection with the elimination of functional failures unless such failures were caused by an indemnifiable event</li><li>8. Loss or damage caused by sun, rain, hail or climatic or atmospheric conditions.</li><li>9. Fusing or burning out of bulbs and/or tubes howsoever caused</li></ol>

## SECTION VI

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## ELECTRONIC EQUIPMENT INSURANCE

### Definition:

Electronic Equipment: Electronic Equipment means the items specified in the Schedule and which are contained or fixed at or in the insured premises. This may include computer, fax machine, televisions sets or any other electronic item including accessories and/or system software.

WHAT WE COVER	WHAT WE EXCLUDE
<p>Loss or damage to Electronic Equipment caused by unforeseen and sudden accident from any cause other than those specifically excluded.</p> <p>Loss or damage to External Data Media and/or costs of restoring information and data stored therein.</p> <p>NB 1: This cover is applicable during the period when after successful completion of their performance/acceptance test, such equipments, parts, accessories are at work or at rest or being dismantled for the purpose of cleaning, overhauling or in course of aforesaid operation themselves or when being shifted within the premises or during re-erection.</p> <p>NB 2: We will not be liable for payment for the restoration of information and data stored in the External Data Media unless this can be achieved from a back up system for the lost data and information.</p>	<ol style="list-style-type: none"><li>1. The first 5% or Rs 2500/- (whichever is higher) of each and every claim in respect of damage to electronic equipments and the first 5% or Rs 1000/- whichever is higher of any claim concerning External Data Media.</li><li>2. Damage due to faults/defects existing at the commencement of this insurance and known to You , whether such faults/defects were known to Us or not and any willful act or negligence of You or Your employees</li><li>3. Damage due to continuous influence of operation (e.g. wear and tear, cavitation, erosion, corrosion, incrustation) gradual deterioration and climatic condition.</li><li>4. Any cost incurred in connection with elimination of functional failures unless such failures were caused by Damage covered under this Section of the Policy.</li><li>5. Damage for which the manufacturer or supplier is responsible either by law or under contract or any amount recoverable under the terms of</li></ol>

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	<p>Maintenance Agreement.</p> <ol style="list-style-type: none"><li>6. Damage to rented or hired equipments for which owner is responsible either by law or under lease and/or Maintenance Agreement.</li><li>7. Cost of transporting the electronic equipment to and from the place of repair.</li><li>8. Damage to consumable items (e.g. bulbs, valves, tubes, ribbons, fuses, seals, belts, wires, chains, exchangeable tools, objects made of glass, porcelain or ceramics and operating media as well as aesthetic defects like scratches etc. unless such parts are affected by an indemnifiable Damage to the insured Item itself).</li><li>9. Damage to external antenna, dishes, masts and fittings by theft.</li><li>10. Damage arising through fitting, adjustment, repair or dismantling of any part of said equipment/installation other than by an authorised representative of an Electronic Equipment manufacturer, dealer or that of a reputed repairer.</li><li>11. Any cost required for alteration, improvement or overhaul or for making drawings, patterns and core boxes.</li><li>12. Damage by pressure waves caused by aircraft and other aerial devices traveling at sonic or supersonic speeds.</li><li>13. Loss or damage to mobile phones or other similar communication devices</li><li>14. False programming, punching, labeling or inserting or the inadvertent canceling of information or data</li></ol>
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	contained in External Data Media. 15. Consequential Loss of any kind or description whatsoever.
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**Conditions Applicable to Section VI**

**1. SUM INSURED**

The Sum Insured shall be equal to cost of replacement of Electronic Equipment as new of same kind, type and capacity including freight, dues and custom duties and also cost of dismantling and re-erection. The value of system software also must form part of the sum insured..

**2. CLAIM SETTLEMENT**

The basis of claim settlement can be on either Repair basis or on a Total Loss basis. The total loss basis is adopted if the cost of repair exceeds or equals the Market Value of the Equipment immediately before the Damage.

In case of settlement on repair basis No deduction will be made for depreciation in respect of parts replaced except those with limited life.

For Total Loss Basis settlement Market Value of item will be calculated by deducting proper depreciation from the Replacement Value of item as new of same kind, type and capacity. If the damaged items become obsolete, then all cost necessary to replace the damaged item with a follow up model less suitable deduction for improvements will be allowed.

The Sum Insured under the Policy if found to be less than the amount required to be insured as described under “Sum Insured’ above, then We will pay only in such proportion as the Sum Insured bears to the amount required to be insured. Each and every item shall be subject to this condition separately.

**SECTION VII  
BREAKDOWN OF BUSINESS EQUIPMENT**

**Definition:**

**Business Equipments:**

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Business Equipments means the electrical and/or mechanical equipments specified in the Schedule which are contained in or fixed at the insured premises and used solely in the course of the Business

WHAT WE COVER	WHAT WE EXCLUDE
Loss or damage to Business Equipments by unforeseen and sudden accident from any cause other than those specifically excluded, whilst located in the premises and necessitating its immediate repair or replacement.	<ol style="list-style-type: none"><li>1. The first Rs 250/- or 1% of Sum Insured whichever is higher for each loss or damage.</li><li>2. Damage covered under Maintenance agreement or for which manufacturer or supplier is responsible</li><li>3. Damage resulting from overload experiment or test requiring imposition of abnormal conditions.</li><li>4. Damage due to deterioration of or wearing away of any item caused by or as a result of normal use or exposure, atmospheric or climatic conditions, rust, corrosion, moth, vermin or insect.</li><li>5. Gradually developing flaws, defects, cracks or partial fractures in any part not necessitating immediate stoppage, although at some future time repair or replacements of parts affected may be necessary.</li><li>6. Damage due to faults/defects existing at the commencement of this insurance and known to You , whether such faults/defects were known to Us or not and any willful act or negligence of You or Your employees</li><li>7. Damage to consumables such as ropes, rubber items, dies, moulds, blade, cutters, knives, exchangeable tools, engraved or impression cylinders or rolls, glass and porcelain items, ceramics, operating media, belts or</li></ol>

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	<p>wires, fabrics, anti-corrosive, non metallic linings unless such parts are affected by an indemnifiable Damage to the insured item itself</p> <p>8. Cost of transport to the repair shop and back of any Damaged item</p> <p>9. Loss or damage to any Business Equipment by perils insurable under other Sections of this Policy.</p> <p>10. Loss or damages to mobile phones or any other portable equipment.</p> <p>11. Any costs incurred in connection with the maintenance of Business Equipment including parts replaced in the course of such maintenance operations.</p> <p>12. Consequential loss of any kind or description whatsoever.</p>
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**Conditions Applicable to Section VII**

**1. SUM INSURED**

It is a requirement of this insurance that the Sum Insured in respect of items specified in the Schedule shall be equal to the cost of replacement of the insured property by new property of the same kind and capacity, including freight, custom duties.

**2. CLAIM SETTLEMENT**

The basis of claim settlement can be on either Repair basis or on a Total Loss basis. The total loss basis is adopted if the cost of repair exceeds or equals the Market Value of the Equipment immediately before the Damage.

In case of settlement on repair basis No deduction will be made for depreciation in respect of parts replaced except those with limited life.

For Total Loss Basis settlement Market Value of item will be calculated by deducting proper depreciation from the Replacement Value of item as new of same kind, type



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and capacity. If the damaged items become obsolete, then all cost necessary to replace the damaged item with a follow up model less suitable deduction for improvements will be allowed.

The Sum Insured under the Policy if found to be less than the amount required to be insured as described under "Sum Insured" above, then We will pay only in such proportion as the Sum Insured bears to the amount required to be insured. Each and every item shall be subject to this condition separately.

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## SECTION VIII

### PERSONAL ACCIDENT

#### Definitions:

1. **Capital Sum Insured:**

It means the Monetary Amounts shown against each of the insured person.

2. **BODILY INJURY**

It shall mean accidental bodily injury solely and directly caused by external, physical and visible cause.

3. **Insured Person:**

The person(s) named as insured person in the Schedule which may include you and your employee(s), spouse, dependent children and dependent parents.

4. **Permanent Total Disability:**

The bodily injury that totally, irrevocably and absolutely prevents you from engaging in any kind of occupation, within 12 months from the date of accident, as specified under the Table of Benefits.

5. **Accidental Death:**

Accidental death means death resulting from Bodily Injury solely and independently of any other cause except illness directly resulting from, or medical or surgical treatment rendered necessary for such injury, occasions the death of the insured person within 12 months from the date of accident.

WHAT WE COVER	WHAT WE EXCLUDE
<p>Bodily injury directly resulting to the Accidental Death or Permanent Total Disability to the insured person as per the Table of Benefits.</p> <p>WE shall pay to the insured person or his/her legal representative / assignee the compensation set forth in Table of Benefits ( as percentage of Capital Sum Insured..)</p>	<ol style="list-style-type: none"><li>1. Compensation under more than one of the benefits mentioned in Table of Benefits in respect of same period of disablement.</li><li>2. Any other payment after a claim under one of the benefits 1,2,3 and 4 in Table of benefits has been admitted and becomes payable.</li><li>3. Any payment in case of more than one claim under this section during any one period of Insurance by which our liability in that period would exceed CSI</li></ol>

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	<p>4. Payment of compensation in respect of death or injury as a consequence of or resulting in</p> <ul style="list-style-type: none"> <li>• Natural Death</li> <li>• Committing or attempting suicide, intentional self-injury.</li> <li>• Whilst under influence of intoxicating liquor.</li> <li>• Drug addiction or alcoholism.</li> <li>• Whilst engaged in any adventurous sports and/or hazardous activities.</li> <li>• Committing any breach of law with criminal intent.</li> <li>• Pregnancy including child birth, miscarriage, abortion or complication arising there from.</li> <li>• Participation in any naval, military or air force operations.</li> <li>• Venereal or sexually transmitted diseases.</li> <li>• HIV and or related illness</li> <li>• Curative treatments or interventions</li> </ul>
<b>TABLE OF BENEFITS</b>	<b>PERCENTAGE OF CAPITAL SUM INSURED</b>
1. Accidental Death	100
2. a) Loss of sight (both eyes)	100
b) Physical separation of or loss of ability to use both hands or both feet	100
c) Physical separation of or loss of ability to use one hand and one foot	100
d) Loss of sight of one eye and physical separation of or loss of ability to use either one hand or one foot	100
3.a) Loss of sight of one eye	50
b) physical separation of or loss of ability to use one hand or one foot	50
4. Permanent Total and absolute disablement	100

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## SECTION IX

### FIDELITY GUARANTEE

#### **Definition:**

**Employees:** The term “Employee” wherever appearing in this policy means any person (other than a person whose employment is of a casual nature or who is employed otherwise than for the purposes of Your business) who has entered into a contract of employment with You whether such contract of employment is express or implied, oral or in writing.

**Limit of indemnity:** the amount stated in the schedule, which shall be the company,s maximum liability for any and all claims in respect of that employee

**Period of Insurance:** the period between the retroactive date and the expiry date specified in the schedule

**Policy period:** the period between the commencement date and the expiry date specified in the schedule

**Retroactive date:** the date specified in the schedule and if none is specified, the commencement date specified for the policy period

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WHAT WE COVER	WHAT WE EXCLUDE
<p>Direct pecuniary loss sustained by you in consequence of any fraudulent or dishonest act of an Employee if</p> <ul style="list-style-type: none"><li>• You are able to identify which employee is responsible</li><li>• The employee's dishonest act is committed in the course of the business during the period of insurance</li><li>• The loss is first discovered during the policy period or within 12 months of the expiry of the policy.</li><li>• The loss is reported to the police immediately upon discovery</li><li>• Our liability to indemnify is subject to the deductible, sum insured and the limit of indemnity</li></ul> <p>NB: Any monies which, but for the dishonest conduct of the Employee concerned, would have been payable by you to the Employee (or which may come into your custody, care or control) shall be applied by you, to the extent it is legally entitled to do so, against the amount payable by us in diminution or extinction of any loss.</p>	<ol style="list-style-type: none"><li>1.5% of the claim amount subject to minimum of Rs. 2500/</li><li>2. Any dishonest act committed by a person whom you knew to be dishonest.</li><li>3. Any loss resulting directly or indirectly from trading in securities : whether in your name and whether in a genuine or fictitious account</li><li>4. Losses reported after 90 days from the date of cancellation or expiry of the policy period in the event of non-renewal or cancellation of the policy.</li><li>5. Consequential loss of any kind</li><li>6. Legal liability of any kind</li><li>7. Any expenses incurred by you in establishing the existence of or quantification of any fact or loss giving rise to a claim under this policy</li></ol>

## Conditions Applicable to Section IX

1. We will not be liable for and no indemnity will be provided by us in respect of any loss arising in circumstances where:

- You carry on any business other than the Business stated in the proposal
- The duties or terms of service of Employees differ from those described in the proposal
- The precautions and checks for ensuring the accuracy of your accounts are not the same as described in your proposal.

## SECTION X

### PUBLIC LIABILITY

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## Definitions:

### 1. Defence Costs:

Defence Costs means the expenses incurred by you or on your behalf, in the investigation or settlement or defence of a claim and shall include legal costs and disbursements.

WHAT WE COVER	WHAT WE EXCLUDE
<p>We will indemnify you against legal liability to pay compensation including the Defence costs incurred by you with our written consent, anywhere in India, in accordance with the Indian law, against</p> <ul style="list-style-type: none"><li>(a) Third Party Property Damage</li><li>(b) Third Party injury/death</li></ul> <p>Caused in the course of the Business by an accident in your business premises, occurring and notified to us during the policy period.</p> <p><b>Limit of liability:</b> Limit of Liability means the amount stated in the schedule, which shall be our maximum liability under this section (inclusive of Damages and/or Defence Costs, and regardless of the number of claimants or the total number or amount of Claims made against you) for any one Claim (AOA) and in the aggregate for all Claims made during the Policy Period (AOY)</p>	<ol style="list-style-type: none"><li>1. Any liability arising out of a contractual obligation.</li><li>2. Any Liability arising out of wilful or intentional non-compliance of any statutory regulations.</li><li>3. Any bodily injury of any person under a contract of employment with you, your contractors or sub-contractors arising out of and in the course of employment</li><li>4. Consequential loss of any kind</li><li>5. Any Liability arising out of Libel, slander, false arrest, wrongful eviction, wrongful detention, defamation including mental injury, shock resulting there from.</li><li>6. Liability arising out of Vehicles covered under Indian Motor Vehicle Act.</li><li>7. Damage to property belonging to third parties that is rented, leased or under hire –purchase agreement or on loan to you</li><li>8. Damage to property belonging to third party handled by you by way of your trade or worked upon by or in your care, custody or control.</li><li>9. Pollution of any kind</li><li>10. Any Liability under the Public Liability Insurance Act which attaches liability</li></ol>

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	<p>on a no fault basis</p> <p>11. Product Liability</p> <p>12. Any claim directly or indirectly connected to earthquake, typhoon, cyclone, flood or other convulsions of nature or atmospheric disturbances.</p> <p>13. This 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 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.</p> <p>14. Liability arising out of loss of pure financial nature such as loss of goodwill, loss of market etc.</p> <p>15. Liability arising out of infringement of plans, copyright, patent, trade name, trade mark, registered design.</p> <p>16. Liability arising out of the ownership, possession or use by or on behalf of You of any aircraft, watercraft or hovercraft.</p>
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**Conditions Applicable to Section X**

1) No claim shall be payable under this policy unless the cause of action arises in India and the liability to pay claim is not without legal recourse to you.

2) Only Indian Law shall be applicable.

3) Claims Series Clause: For the purpose of this Policy where a series of and/or several bodily injuries and/or property damages are attributable direct 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

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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.

- 4) **Extended Claim Reporting Clause:** In the event of non-renewal or cancellation of this Policy, either by Us or by You, We will allow a time limit not exceeding 90 days from the date of expiry or cancellation of the Policy provided no insurance is in force during this extended reporting period of the same interest, for notification of claims for accidents which had taken place during the Period of Insurance but 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.
- 5) You shall give written notice to Us as soon as reasonably practicable of any claims made against you (or any specific event or circumstances that may give rise to a claim being made against you) and which forms the subject of indemnity under this Policy and shall give all such additional information as We may require. Every claim, writ, summons or process and all documents relating to the event shall be forwarded to Us immediately on receipt by you.
- 6) We will have the right but in no case the obligations, to take over and conduct in Your name the defence of any claims 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 Us in the defence, settlement or payment of any claim will reduce the Limits of Indemnity, specified in the Schedule of the Policy.  
In the event We, in Our sole discretion choose to exercise our right pursuant to this condition, no action taken by Us in the exercise of such right will serve to modify or expand in any manner, Our liability or obligations under this Policy beyond what Our liability or obligations would have been had we not exercised our rights under this clause.
- 7) In the event of liability arising under the Policy or the payment of a claim under this Policy, the Limit of Liability per any one Policy Period under this Section of this policy shall get reduced to the extent of quantum of liability to be paid or actual payment of such claim. Under no circumstances it shall be permissible to reinstate the aggregate Limit of Liability to the original level even on payment of extra premium.
- 8) You shall not admit liability for or settle or compromise or make or promise any payment in respect of any claim which may be the subject of an indemnity under the policy or incur any costs or expenses in connection therewith without the prior written consent from us.



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## GENERAL CONDITIONS

( APPLICABLE TO ALL SECTIONS OF THE POLICY EXCEPT TO THE EXTENT SPECIFICALLY VARIED UNDER SUCH SECTIONS)

### 1. Notice:

Every notice and communication to us required by or in respect of this policy shall be in writing.

### 2. Reasonable care:

You must take all reasonable steps to protect the property insured, prevent damage or accidents and maintain the property insured in a sound condition.

### 3. Alteration of Risk:

The cover afforded under this policy shall be suspended and no payment shall be made hereunder if:

- (a) You carry on any business at the insured premises other than the business stated in the proposal
- (b) There is any material change in the facts and matters stated in the proposal
- (c) The ownership of the building/stocks/contents passes from you to any other person or entity otherwise than by the operation of the law of succession as applicable.

### 4. Mis-description:

This Policy shall be void and premium paid shall be forfeited in the event of mis-representation, mis-description or non-disclosure of any material facts by you or your representative.

### 5 A) Claims Procedure:

**A)** In the event of any circumstances likely to give rise to a claim you must:

Take steps to minimize the Damage and protect /safe guard damaged property from further loss or damage.

- (a) Intimate us as soon as reasonably possible, but in any event within 15 days of the date of the incident.

However in respect of loss or damage under Section 2 (Burglary and Robbery) and Section 4 (Money), the loss must be reported within 24 hours of the happening of any insured event.

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(b) Lodge complaint with the local police immediately in the event of Burglary, robbery, Riot. Strike and Malicious Damage and Loss of money while in transit.

(c) Take all reasonable steps to recover any property which has been lost

(d) make no admission or offer payment or indemnify, without Our written consent

(e) Provide without expense to us, all proofs, certificates, evidence, assistance or information which we may reasonably require

**B)** The documents normally required to be submitted in the event of a claim are :

- a. Duly completed Claim form
- b. Copy of First Information Report
- c. Estimate of loss / repairs
- d. Invoice/ Bills/Receipts
- e. Fire Brigade Report in respect of fire claims.
- f. Any other details/documents called for a specific loss

### **5 B) BASIS OF CLAIMS SETTLEMENT:**

UNLESS OTHERWISE SPECIFICALLY STATED UNDER THE RESPECTIVE SECTION, THE BASIS OF SETTLEMENT SHALL BE AS UNDER:

Where a damaged item can be repaired or reinstated at a cost less than the replacement cost then we will indemnify you in respect of expenses necessarily incurred to restore the affected item as nearly as practicable to its state immediately prior to the happening of the insured event.

In case of a total loss, we will pay you in respect of restoration or replacement costs. We shall not be bound to reinstate or restore exactly or completely but only as permitted by the circumstances and in a reasonably sufficient manner and to the state that existed immediately prior to the happening of the insured event.

If the value of the insured property shall at the time of any insured event be collectively of greater value than the sum insured thereon then you shall be considered as your own insurer of the difference and shall bear a rateable proportion of the loss or damage. Each item if more than one shall be separately subject to this condition.

### **6. Cancellation**

We may cancel this Policy by sending 15 days notice in writing by recorded delivery to You at Your last known address. You will then be entitled to a pro-rata refund of

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Andheri (West), Mumbai – 400 058

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premium for the un-expired period of this Policy from the date of cancellation, which We are liable to pay on demand.

You may cancel this Policy by sending a written notice to Us. Retention premium for the period we were on risk will be calculated based on following short period table and the balance(if any) will be refunded to you subject to the condition that no claim has been preferred on us :

Upto 1 month	25% of annual premium
Above 1 month and upto 3 months	50% of annual premium
Above 3 months and upto 6 months	75% of annual premium
Above 6 months	100% of annual premium

### 7. FRAUD

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 you or anyone acting on your behalf to obtain any benefits under the policy or if loss or damage be occasioned by the willful act or with your connivance, all benefits under this policy shall be forfeited.

### 8. Contribution:

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 you or by any other person on your behalf covering the same property We shall not be liable to pay or contribute more than its rateable proportion of such loss .

### 9. Subrogation:

You shall at our expense do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by us for the purpose of enforcing any rights and remedies or obtaining relief or indemnify from the other parties to which we shall be or would become entitled or subrogated upon our paying or making good any loss or damage under this Policy whether such acts and things shall be or become necessary or required before or after we indemnify your loss or damage

### 10. Arbitration

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Should any dispute arise between Us and You on the quantum of amount payable, liability being otherwise admitted by us, such dispute will be referred to Arbitration proceedings in accordance with Arbitration and Conciliation Act of 1996 as amended from time to time. Further the making of an award by Arbitrator(s) shall be a condition precedent to any right of action or suit by You against Us.

### **11. Disclaimer Clause**

If We shall disclaim Our liability in any claim, and such claim shall not have been made the subject matter of a suit in a court of law within 12 months from the date of disclaimer, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable under this Policy.

### **12. Geographical Limits:**

The Geographical Limit of this Policy and jurisdiction shall be India. All claims under this policy shall be settled in Indian Rupees only.

### **13. Renewal:**

We agree to renew the policy on payment of renewal premium. However we may exercise our option not to renew the policy on grounds of fraud, misrepresentation, or suppression of any material fact either at the time of taking the policy or any time during the currency of the earlier policies or bad moral hazard.

## **GENERAL EXCLUSIONS**

### **(APPLICABLE TO ALL SECTIONS)**

#### **1) Radioactive contamination:**

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Any loss, damage or legal liability directly or indirectly caused by:

(a) Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste arising from burning nuclear fuel; or

(b) The radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment.

## **2) War Risks:**

Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributing cause or event.

War, invasion, act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power.

## **3) Sonic bangs:**

Any loss, damage or legal liability directly or indirectly caused by pressure waves caused by aircraft and other flying objects traveling at or above the speed of sound.

## **4) Pollution and/or Contamination:**

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

- Pollution or contamination which itself results from a peril hereby insured against
- Any peril hereby insured against which itself results from pollution or contamination

## **5) Gradually occurring losses:**

Loss or damage by wear and tear, depreciation, insects, vermins, moth, fungus, corrosion, rust, atmospheric or climatic conditions ingress of water, gradually operating cause, process or cleaning, dyeing, repair, alteration or restoration.

## **6) Wilful Act:**

Loss or damage caused by or arising out of wilful act of the insured or any person acting on his/her behalf including circumstance, fact or matter you are or ought to be reasonably aware prior to the commencement of this contract.

## **7) Accidental External means:**

Loss or damage caused by arising out of accidental external means Except as specifically covered under under respective sections.

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### **8) Consequential Losses**

Loss by delay, loss of market, loss of goodwill and / or any other consequential or indirect loss or damage not covered under Section III.

### **9) Public Authority**

- Loss , destruction or damage caused to the property insured by burning by order of any Public Authority
- Permanent or temporary dispossession resulting from confiscation, commandeering , requisition or destruction by order of the Government or any lawfully constituted Authority.

### **10) Liability;**

- a) Liability more specifically insured elsewhere
- b) Liability arising out of Asbestosis or any matter related to or arising out of the sale, manufacture, production, distribution or the like of asbestos.

### **11) 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 or violence and / or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organization (s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.

The warranty also excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to action taken in 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 any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.