

CHOLAMANDALAM MS GENERAL INSURANCE COMPANY LIMITED
(Regd. & Head Office: Dare House II Floor, N S C Bose Road, Chennai – 600 001)

CHOLA POWER CARE – HOTEL PACKAGE POLICY

WHEREAS the Insured described in the Schedule hereto by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to Cholamandalam MS General Insurance Co. Ltd. (hereinafter called the “Company”) for the insurance hereinafter contained and has paid the premium as consideration for such insurance.

The Company hereby agrees

- a) if the property hereby covered is lost, damaged or destroyed
- b) if the Insured incurs liability covered hereunder
- c) the Insured or the partners or staff or employees of the Insured permanently working with the Insured and covered under this Policy shall sustain bodily injury as described herein

at any time during the Period of Insurance stated in the Schedule herein then , subject to the terms, conditions, exceptions, exclusions and endorsements contained herein or endorsed or otherwise expressed hereon or annexed hereto, the Company will indemnify the Insured against such loss, damage or destruction of property or liability incurred, or pay the benefits specified herein as the case may be, but not exceeding in any one Period of Insurance in respect of each of the several items specified herein the sum set opposite thereto respectively in the Schedule.

General Exceptions

The Company shall not be liable in respect of:

1. Any claim, whether direct or indirect, occasioned by, happening through or arising from any consequences of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, terrorism, military or usurped power or civil commotion or loot or pillage in connection therewith.
2. Any claim, whether direct or indirect, occasioned by, happening through or arising from terrorism.
3. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
4. Any claim / liabilities, directly or indirectly of whatsoever nature caused by or contributed by or arising from ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or from any nuclear weapons or from any nuclear weapons material, and similar other weapons of mass destruction.

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

General Conditions

1. Every notice and communication to the Company required by this Policy shall be in writing to the Policy Issuing Office of the Company.
2. This policy shall be void and all premium paid hereon shall be forfeited to the Company, in the event of misrepresentation, misdescription or non-disclosure of any material information.
3. The Company may at any time, cancel this Policy in the event of non compliance of any general condition mentioned herein, breach of warranty or on grounds of misrepresentation, fraud, non-disclosure of material facts or non co-operation of the insured, by giving 15 days notice in writing by Regd. Post to the Insured at his last known address in which case the Company shall return to the Insured the premium less pro-rata portion thereof for the period the policy was in force. The Insured may also give 15 days notice in writing, to the Company, for the cancellation of this policy in which case the company shall retain the premium for the period this policy has been in force at the Company's customary short period scales, provided there has been no claim reported under the Policy. The short period scales are as under:

Period not exceeding	% 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 rate

3. It is expressly agreed between the parties that no interest shall be payable by the Company on any account whatsoever, on any sum payable under the policy.
4. The Insured shall maintain proper accounts, updated on a daily basis, in the course of business that shall be open for scrutiny or verification by the Company as and when they deem necessary.
5. The Insured shall upon the occurrence of any event giving rise or likely to give rise to a claim under any section of this Policy
 - (a) Allow the Company to make all enquiries, verification, survey, assessment by itself or through any person or persons as may be appointed by it. The insured shall render all assistance and co-operation in such process and shall furnish all particulars, documents, materials, evidence, proof as may be required by the Company or anyone authorized by it in that behalf for the purpose of considering the claim so made. If such particulars, documents, materials, evidence or proof is available with any third party, the insured shall obtain or give consent for obtaining the same from such third party, as may be required by the Company.
 - (b) Allow the Company or any representative thereof to examine, at all reasonable times, into the circumstances of such loss and 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 expect the Company to ascertain the correctness thereof or the liability of the Company under the Policy.
6. If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or device is used by the Insured or anyone acting on Insured's behalf, to obtain any benefit under this Policy all benefits shall be forfeited.
7. 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 / occupation of the employees or if remuneration of the employee be reduced or its basis altered or if the precautions stated by the Insured with regard to accounting are not 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.
8. If any dispute or difference shall arise as to the quantum to be paid under this policy (liability being otherwise admitted) such difference shall be settled by reference to arbitration of a sole arbitrator whom the Company shall appoint. The award of such arbitrator shall be final and binding on both parties. The venue of the arbitration proceedings shall be at the Registered Office of the Company. Dare House II Floor, 234, N S C Bose Road, Chennai 600001. It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator shall be first obtained.
9. In the event of the insured being aggrieved by
 - (a) Any partial or total repudiation of claims by an insurer
 - (b) Any dispute in regard to premium paid or payable in terms of the policy
 - (c) Any dispute on the legal construction of policies in so far as such disputes relate to claims
 - (d) Delay in settlement of claims
 - (e) Non-issue of any insurance document to customers after receipt of premium
 He /She may, wherever permissible subject to provisions of Redressal of Public Grievances Rules, 1998 approach the Insurance Ombudsman having jurisdiction for appropriate relief.
10. The due observance and fulfillment of the terms, conditions and endorsements of the Policy in so far as they relate to anything to be done or complied with by the Insured shall be a condition precedent to any liability of the Company to make any payment under this Policy.
11. This Policy may be renewed by mutual consent. The Company shall not be bound to accept any renewal premium or give notice that such renewal is due.

Warranties

It is warranted that:-

- 1) whenever the hotel and/or restaurants are closed to business or left unattended, all doors and windows shall be properly secured and all keys for main Doors of Hotel and/or restaurants shall be removed from the Hotel and/or restaurant. Further the keys of safes would be safely placed in a place other than where the safe is located. It is provided that breach of this warranty shall not be a bar to any claim for Loss or Damage caused other than by theft.
- 2) the building(s) containing hotel and/or restaurants are
 - a) maintained in a good and substantial state of repair.
 - b) Occupied by the insured for hotel and/or restaurant and residential purposes and do not form part of premises having manufacturing units, shops dealing in hazardous good, godowns containing hazardous goods.

Definitions

The terms defined hereunder shall for the purpose of this Insurance and liability of the Company hereunder shall carry the meaning specified therein.

1. **Insured** shall mean the Hotel & Restaurant establishment that is covered under this policy.
2. **Sum Insured** means the sum for which the cover is provided under each section or part thereof in the schedule of this policy.
3. **Premises** shall mean the premises stated in the schedule
4. **Building** shall mean the hotel and/or restaurant/s situated in the Premises which are Insured under this policy of Insurance and shall be of Class 'A' construction only.
5. **Contents** shall mean the contents of the **Premises** as specifically stated in the schedule to this policy.
6. **Money** means currency that is legal tender in India and foreign currency, travelers cheques.
7. **Valuables** means jewellery, securities, securities for money, stamps, bullion, deeds, bonds, bills of exchange, promissory notes, stock and share certificates, business books, manuscripts, documents of any kind, watches, furs, precious stones, gold and silver ornaments, travel tickets, camera lens and other property of similar nature.
8. **Burglary and / or Housebreaking** shall mean
 - a) theft involving entry into or exit from the insured premises by forcible, violent and visible means or
 - b) theft following assault or violence or threat thereof to the Insured or any person in the direct employment of the Insured .
9. **Temporary Premises** means a premise being occupied by the insured until the insured premises becomes tenable.
10. **Accident** means a sudden, unforeseen and unexpected physical event caused by external, violent and visible means.
11. **Employee** shall mean a permanent salaried employee of the Insured, not being on deputation or on the employment of a contractor.

Section – 1 – Building / Contents (Excluding Money and Valuables)
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The Company will indemnify the Insured in respect of loss or of damage to the Building, and/or contents, whilst contained in the insured premises by

- (a). Fire. However, destruction or damage caused to the property insured by the following will not be covered
 - (i) Its own fermentation, natural heating or spontaneous combustion.
 - (ii) Its undergoing any heating or drying process
 - (iii) Burning of the property insured by order of any Public Authority
- (b) Lightning.
- © Explosion and Implosion. This would however exclude loss, destruction as under:
 - (i) to non domestic boilers, economizers or other vessels, machinery or apparatus (in which steam is generated) or their contents resulting from their own explosion/implosion.
 - (ii) Caused by centrifugal forces
- (d) Aircraft or articles dropped there from. However, loss arising out of pressure waves are excluded from the scope of cover.
- (e) Riot, Strike or Malicious Act. However loss or damage due to the following are exclusions:

- (i) Total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.
 - (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 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
 - (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 the course of a riot or strike or in any malicious act
- (f) Earthquake, Fire and/or Shock Subsidence and Landslide (including Rockslide) damage
- (g) Flood, Inundation, Storm, Tempest, Typhoon, Hurricane, Tornado, or Cyclone
- (h) Impact damages: Loss of or visible physical damage or destruction caused to the property insured due to impact by any Rail/ Road vehicle or animal by direct contact not belonging to or owned by
- a. the Insured or any occupier of the premises or
 - b. their employees while acting in the course of their employment.
- (i) Subsidence and Landslide including Rockslide. This will however, exclude the following:
- (i) the normal cracking, settlement or bedding down of new structures
 - (ii) the settlement or movement of made up ground
 - (iii) coastal or river erosion
 - (iv) defective design or workmanship or use of defective materials
 - (v) demolition, construction, structural alterations or repair of any property or groundworks or excavations
- (j) Bursting and/or overflowing of Water tanks, apparatus, and pipes.
- (k) Missile testing operations.
- (l) Leakage from automatic sprinkler installations. However, excluding losses caused by
- (i) Repairs or alterations to the buildings or premises
 - (ii) Repairs, Removal or extension of the sprinkler installation
 - (iii) Defects in construction known to the insured
- (m) Bush Fire. However, losses due to Forest Fire are not covered.

Special Exclusions

The Company shall not be liable in respect of

- I. Loss or damage to livestock, motor vehicles, and pedal cycles
- II. Loss or damage to money, securities for money, stamps, bullion, deeds, bonds, bills of exchange, promissory notes, stock and share certificates, business books, manuscript documents of any kind, unset precious stones and jewellery and valuables
- III.
 - a) The first 5% of each and every claim subject to a minimum of Rs. 10,000/- in respect of each and every loss arising out of "Act of God Perils" such as Lightning, STFI, Earthquake, 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 mentioned apply per event per insured
- 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 machine, apparatus, fixture, or, fitting, arising from or occasioned by over-running, excessive pressure, short circuiting, arcing, self heating or leakage of electricity from whatever cause (including lightning) 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 maybe destroyed by fire so set up
- VI. Expenses necessarily incurred on (i) Architects, Surveyors and Consulting Engineer's fees , beyond 3% of the claim amount, and, (ii) Debris removal by the insured following a loss to the property beyond 1% of the claim amount
- VII. Loss by theft during or after the occurrence of any insured peril except as provided under Riot, Strike, Malicious damage cover

VIII. 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

Special Conditions

The General Condition of Average shall not apply if the Sum Insured under this Section shall at the breaking out of such fire or at the commencement of such destruction or damage be not less than 85% (eighty five percent) of the collective value of the property insured under this Section.

Section – II Alternate accommodation
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Sectional operating clause

This section indemnifies the insured, subject to the limits indicated in the schedule, in respect of Expenses incurred for relocating the existing business to a Temporary Premises necessitated due to damage of the insured premises by operation of a peril named in section 1 occurring during the period of this insurance.

Provided that, indemnity under this section would be available only in the event of actual physical damage to the building and not for relocation due to any other cause.

For the purpose of this section, "Expenses" shall mean rent for temporary premises, cost of packing the contents in the insured premises and cost of moving from the existing premises to the temporary premises.

Special Conditions

- a) The indemnity shall be computed on weekly basis and shall be only for a maximum period of 6 weeks which shall be within three months from the date of occurrence of the insured peril.
- b) No amount shall be payable under this section unless the same has been actually incurred by the insured and is supported by bills / voucher / receipts/ documents to the satisfaction of the Company.
- c) The amount payable under this section per week of claim shall not exceed 1% of sum under section 1B of the schedule attached to this policy.
- d) Certificate from an Architect to the effect that premises in question are untenable will be accepted as adequate proof of the fact that the insured premises have become untenable.
- e) The temporary location shall be in an equivalent locality, within the same city / town and of a similar extent as the premises that was occupied by the insured.

SECTION III -BUSINESS INTERRUPTION (Fire)
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THE COVER

If insured's Business is interrupted because of Damage to the Premises by Fire & allied perils and a valid claim is payable under Section I of this Policy, The Company 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) Gross Profit due to reduction in turnover
- (b) Increase in cost of working

DEFINITIONS

1. 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 results of the business is affected in consequence of Damage to the Premises caused by Fire & Allied Perils.
2. Turnover: The money paid or payable to the Insured for services rendered in course of the business at the Premises
3. Gross profit: The amount by which the sum of the Turnover and the amount of Billing shall exceed the sum of the amount of the Opening Billing and the amount of the Specified Working Expenses

Rate of Gross Profit: The rate of Gross Profit per unit earned on the Turnover during the financial year immediately before the date of the damage	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 Turnover: The turnover during the twelve months immediately before the date of the damage.	
Standard Turnover: The Turnover during the Period in the twelve months immediately before the date of the damage which corresponds with the Indemnity Period	

CONDITIONS

1. If during the Indemnity Period services shall be rendered elsewhere than at the Premises for the benefit of the business either by Insured or by others on insured's behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Turnover during the Indemnity Period.
2. Insured shall declare within nine months after the expiry of any Period of Insurance, the Gross Profit earned (or a proportionately increased multiple thereof where the maximum Indemnity Period exceeds 12 months) during the accounting period of 12 months most nearly concurrent with the Period of Insurance, as certified by the Insured's Auditors, was less than the Limit of Liability thereon, a prorata return of premium not exceeding 50% of the premium paid by Insured for such period of Insurance shall be made in respect of the difference. Where, however, The Company does not receive the declaration within twelve months after the expiry of the period of Insurance, no refund shall be admissible. If any damage has occurred giving rise to a claim under this policy such return shall be made in respect only of said difference, as is not due to such damage.
3. The insurance of this Policy ceases if (a) the business be wound up or carried on by Liquidator or Receiver or Permanently discontinued or (b) the insured's interest ceases otherwise than by death (c) any alteration be made either in the business or in the premises or property therein where by 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 Us.

BASIS OF SETTLEMENT

The amount payable as indemnity shall be

- (a) **In respect of loss of Gross Profit due to Reduction in Turnover:** the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity period shall, in consequence of the damage, fall short of the Standard Turnover.
- (b) **In respect of Increase in cost of working:** the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for the expenditure would have taken place during the Indemnity Period in consequence, but not exceeding the reduction in turnover so avoided. Less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the business payable out of Gross Profit as may cease or be reduced in consequence of the damage.

Provided that if the Limit of Liability by this item be less than the sum produced by applying the Rate of Gross Profit to the Annual Turnover, the amount payable shall be proportionately reduced.

Departmental Clause

If the business be conducted in departments, the independent trading results of which are ascertainable, the provision of Clause (a) and (b) of Item 1 shall apply separately to each department affected by the damage except that if the Limit of Liability by the said item be less than the aggregate of the sum produced by applying the rate of gross profit for each department of the business (whether affected by the Damage or not) to the relative Annual Turnover thereof, the amount payable shall be proportionately reduced.

LIMIT OF LIABILITY

The maximum amount the company may have to pay as indemnity under this Section shall not exceed the Limit of Liability in respect of each item as stated in the Schedule for any one Period of Insurance.

**Section IV – Burglary And Housebreaking – Contents
(Excluding Money and Valuables)**

The Company will indemnify the Insured in respect of loss or damage to the contents belonging solely to the insured whilst contained in the insured premises by burglary and/or housebreaking. The terms Burglary and/or House breaking shall, for the purpose of this Insurance and liability of the Company hereunder, mean

- a. Theft involving entry into or exit from the insured premises by forcible and violent means or
- b. Theft following assault or violence or threat to the Insured or any employee of the Insured or member of the Insured's family

Immediate notice of loss in writing, which in any case should be within 24 hours of occurrence of the event should be given to the company and complain lodged with police authorities.

Special Exclusions

The Company shall not be liable in respect of:

- I. Loss or damage by burglary and/or housebreaking where any employee of the Insured or member of the Insured's family is concerned as principal or accessory.
- II. Loss or damage to livestock, motor vehicles and pedal cycles

Loss of or damage to money, securities for money, stamps, bullions, deeds, bonds, bills of exchange, promissory notes, stock and share certificates, business books, manuscripts, documents of any kind, unset precious stones and jewellery and valuables, unless specifically declared

Section V – Money Insurance

The Company will indemnify the Insured in respect of:

- I. loss by accident or misfortune whilst the Insured's money is in his hands or in the hands of employee(s) of the Insured in transit, between the insured premises and bank (including Automatic Teller Machine centers) and vice versa
- II. loss of or damage to money and/or valuables by Burglary and/or Housebreaking, whilst contained in safe, burglar resistance or other steel cupboards/cashbox and/or such other places under lock and key in the premises stated in the Schedule
- III. loss of money whilst lying in the cashier's till in the insured premises, during business hours consequent to or following assault and/or violence against the Insured or any employee of the Insured or any threat, provided always that such money are in custody of a responsible person entrusted with the work of handling cash
- IV. loss of money whilst being carried from or to the insured's premises for any official purpose within the city or town limits other than to bank and within 24 hours from the time it is put to transit excluding overnight carriage /storage /transit.

Provided always that:

1. In no event the Company shall be liable for any loss unless notified forthwith to the Company in writing.
2. A complete account of cash in safe, steel cupboards, cash box and/or other places under lock and key shall be kept secured in some place other than the place where the money covered is kept and the liability of the Company shall be limited to the amount actually shown by such records not exceeding the amount stated in the Schedule under this section.

Special Exclusions

This Company shall not be liable in respect of:

(a) Loss of money where any employee of Insured or member of the Insured's family is concerned as principal or accessory or arising out of or attributable to an act of fraud or dishonesty committed by one or more of the employees carrying the money.

(b) Shortage due to error or omission.

© Loss of money by removal from safe following the use of the Key to the said safe or any duplicate thereof belonging to the Insured unless such key has been obtained by assault or violence or any threat thereat.

V Fidelity of employees - The Company will indemnify the insured against direct pecuniary loss due to fraud / dishonesty or fraudulent conversion of money or money's worth during the period of this insurance caused by the permanent salaried employees of the insured named in the schedule, whilst on the Premises described in this policy, subject to the limits specified in the Schedule.

Provided that the loss shall have occurred in connection with occupation and duties of the employee while on actual duty during the uninterrupted continuance of his employment and be discovered within 3 months after the death, dismissal or retirement of such person or three months after this Policy shall have ceased to exist, whichever of these events shall happen first.

Special Conditions

- (a) On the discovery of any act which may give rise or has risen in a claim under this section, the Insured shall:
- § Immediate notice of loss in writing, which in any case should be within 24 hours of occurrence of the event should be given to the company and complain lodged with police authorities
 - § immediately take all steps to prevent further loss,
 - § 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.
- (b) The Insured shall report the occurrence of any event which could give rise to a claim immediately on discovery of the same and in no case later than 30 days from the date of such discovery.
- (c) The liability of the company for any each employee in respect of all losses during the period of insurance is limited to the sum stated in the attached schedule against the said employee.
- (d) Any money of the Employee in the hands of Insured and any money which but for the Employee's dishonesty would have been due to the Employee from the Insured shall be deducted from the amount otherwise payable under this Policy. Any money recovered after the settlement of any claim shall be the property of the Insured, not exceeding, however, the amount paid by the Insured.
- (e) The Insured shall 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 use 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.
- (f) The Company shall be entitled at its own expense and for its own benefit in the name of the Insured to prosecute all claims and exercise all rights of action competent to the Insured against the employee in respect of any act against insured 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 reasonable for maintaining such claims or rights.

The Company shall not be bound to give any 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.

Section VI A – Fixed Plate Glass.

The Company will indemnify the Insured in respect of loss of or damage to fixed plate glass specified in the Schedule in the insured premises by accidental breakage provided that the liability of the Company in respect of any loss or all losses in any one Period of Insurance is limited to the sum set against in the Schedule.

The Company shall not be liable in respect of:

1. Breakage or damage during removal, alterations and/or repairs on or about the insured premises.
2. Breakage of lettering unaccompanied by breakage or damage of glass
3. Breakage of or damage to frame work of any description, unless specifically declared
4. Disfiguration or scratching or damage of glass other than fracture extending through the entire thickness of glass
5. Embossed, silvered, lettered, ornamental, curved or any glass whatsoever, other than glass which is plain and of ordinary glazing quality unless the same be specifically declared

6. Breakage of glass not completely and securely fixed
7. Loss or damage consequent upon interruption or delay of business or other loss, damage or injury arising from breakage of glass or during replacement thereof

Section VI B – Neon Sign / Glow Sign

The Company will indemnify the Insured in respect of loss or damage to Neon sign/glow sign, belonging to the Insured and fixed in the insured premises by

(a) Accidental External Means (b) Fire, Lightning, External Explosion or theft (c) Riot, Strike Malicious Act or Terrorism (d) Flood, Inundation, Storm, Tempest, Typhoon, Hurricane, Tornado or Cyclone

Provided that the Company shall not be liable in respect of each and every claim for the first Rs.1000/- provided that the liability of the Company in respect of any loss or all losses in any one Period of Insurance is limited to the sum set against in the Schedule.

Special Exclusions

The Company shall not be liable in respect of the fusing or burning out of Bulbs and/or Tubes arising from short-circuiting or arcing or any other mechanical or electrical breakdown of faults.

Section VII A ELECTRONIC EQUIPMENT

This section indemnifies the Insured against any unforeseen and sudden physical loss or damage to Electronic equipment detailed in the schedule, belonging to the insured from any cause, other than those specifically excluded, in a manner necessitating repair or replacement, by payment is cash, replacement or repair (at the option of the Company), upto an amount not exceeding during the period of Insurance in respect of each of the items specified in the Schedule the Sum set opposite thereto and not exceeding in all the total Sum expressed in the Schedule as Insured hereby.

Provided that the Sum Insured in respect of each and every item covered by this Section shall be equal to the cost of replacement of the insured property by new property of the same kind and same capacity,

Replacement cost included freight, dues and customs duties, if any and erection costs.

Special Exclusions

The Company shall not, however, be liable for

- a) 5% (Five Percent) of the claim amount subject to a minimum of Rs. 1,000/- (One Thousand only) for each and every occurrence of damage and 10% (Ten Percent) of the claim amount subject to a minimum of Rs. 2,500/- (Two Thousand Five Hundred only) for Winchester drive. (For Equipment upto Rs.1 lakh)
- b) 5% (Five Percent) of the claim amount subject to a minimum of Rs. 2,500/- (Two Thousand Five Hundred only) for each and every occurrence of damage and 25% (Twenty Five Percent) of the claim amount subject to a minimum of Rs. 10,000/- (Ten Thousand only) for Winchester drive. (For Equipment more than Rs 1 lakh)
- c) the Excess stated in the Schedule to be borne by the Insured in any one occurrence whether one or more items are lost or damaged; 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;
- d) 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;
- e) 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;
- f) 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;
- g) 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;
- h) loss or damage to be made good by the manufacturer, supplier or maintenance contractor either in law or under contract;

- i) 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;
- j) consequential loss or liability of any kind or description;
- k) 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);
- l) aesthetic defects, such as scratches on painted, polished or enameled surfaces.
- m) The cost of any alterations, improvements or overhauls.
- n) Cessation of work total or partial.

Warranty

It is warranted that an Agreement for the Electronic Equipment Installation from its owners or manufacturers or a Company or Concern approved by manufacturer shall be kept in force throughout the currency of this Policy and no variation in term of Agreement shall be made without the Company's written consent. For the purpose of this warranty, 'Agreement' shall mean any agreement which provides:

- a) Maintenance services for the Electronic Equipment Installation including preventive treatment or adjustment of mechanical or moving parts, safety checks and
- b) Rectification of loss, damage, faults arising from any cause during normal operation as well as from aging.

Provided that this warranty shall not apply if the additional premium as required by the Company is paid by the insured for deletion of this warranty.

Basis of Indemnity:

- a) In cases where damage to an insured item can be repaired the Company will pay expenses necessarily incurred to restore the damaged machine to its former state of serviceability plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs as well as ordinary freight to and from a repair-shop, customs duties 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 herein above equals or exceeds the actual value of the machinery insured immediately before the occurrence of the damage, the settlement shall be made on the basis provided below.
- b) In cases where an insured item is destroyed or cannot be repaired, 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.
- c) 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.
- d) In cases of total loss of the Insured item that has become obsolete, all costs necessary to replace the lost or damaged insured item with a follow-up model (similar type) of similar structure/ configuration (of similar quality) i.e. low, average or high capacity will be reimbursed.
- e) 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 equipment for reasons beyond their control.

Section VII B REINSTATEMENT OF DATA

This section indemnifies the Insured against the cost of reinstating data on data carrying materials and for programmes. In the event of damage to data contained in or on data carrying materials or to programmes, upto an amount not exceeding during the period of Insurance the Sum expressed in the Schedule as Insured hereby.

Provided that no claim under this section shall be admissible unless the data was resident in an electronic equipment covered under Section VIII and a claim in respect of the same had been made and admitted by the Company.

Provided further that such reinstatement shall be done within a period of 3 months from the date of occurrence of the loss/ damage.

Special Exclusions

The Company will not be liable for:

- a) 5% (Five percent) of the claim amount subject to a minimum of Rs. 2,500/- (Two thousand five hundred only) for each and every occurrence of the damage.
- b) Loss caused by Data carrying materials not stored in accordance with or stored for a larger period than stated in the maker's instruction.
- c) Erasure, destruction, distortion or corruption resulting from an unidentifiable occurrence.
- d) Any cost arising from false programming, punching, labeling or inserting inadvertent canceling of information caused by magnetic fields.
- e) Loss discovered more than six calendar months after its occurrence.
- f) Cost incurred for alteration or improvement of data/programme.
- g) Intrinsic value of data/programme.
- h) Programme which cannot be exchanged by user

Section VII C All Risks – Portable computers and Mobile phones

The section will indemnify the Insured against physical loss or damage during the period of this Policy to Portable Computer specified in the Schedule and belonging to Insured and in personal custody of Insured, employee or director whilst anywhere in India for the purpose of business or profession.

Provided that the liability of the Company will be limited to Sum Insured against each item in Schedule and not exceeding in aggregate the total Sum Insured stated in Schedule in any one period of Insurance.

Provided further that this section is otherwise subject to same perils, terms, conditions, exclusions, warranties and provisions as contained in Section VIII.

Section VIII Machinery Breakdown

The Company will indemnify the Insured against any unforeseen and sudden physical loss or damage by electrical or mechanical breakdown sustained during the currency of Policy by electrical or mechanical appliances, apparatus, gadgets or any electrical or mechanical installation which are not older than 5 (Five) years in age, while contained in or fixed at the Premises and specified in the Schedule, from any cause, other than those specifically excluded, in a manner necessitating repair or replacement, by payment in cash, replacement or repair (at the option of the Company), upto an amount stated in the Schedule.

Provided that the Sum Insured in respect of each and every item covered by this Section shall be equal to the cost of replacement of the insured property by new property of the same kind and same capacity,

Replacement cost includes freight, dues and customs duties, if any and erection costs.

Breakdown shall mean the actual breaking or burning out of or the failure of any part of the appliances, installation specified in the Schedule occurring during normal use owing to any cause stoppage of functions thereof and necessitating the repair or replacement of such parts before normal working can commence.

EXTENSION

On payment of additional premium this Section of this policy is extended to cover any loss or damage due to deterioration, putrefaction or contamination of stocks insured against the breakdown of the Refrigeration

Machinery described in the Schedule resulting in a rise in temperature in the Refrigeration chambers subject to terms, exceptions, warranties and conditions & Limit of Liability stated in the Schedule.

Special Condition

- a) The Amount payable under this section shall include 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 custom duties and other dues if any to the extent such expenses have been included in the Sum Insured.
- b) No deduction shall be made towards depreciation in respect of parts replaced except for parts with limited life of use but the value of salvage will be taken into account.
- c) If the cost of repairs equals or exceeds the actual value of the Insured item immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in d) below.
- d) In case of total loss claims, the Company will pay actual value of the item immediately before the occurrence of the damage including cost for ordinary freight, erection and custom duties if any provided such expenses have been included in Sum Insured. Such actual value to be calculated by deducting 10% depreciation per year from the replacement value of item since date of manufacture. The maximum depreciation however shall not exceed 50% of the replacement value of the item in respect of which is total loss is admitted under the Policy.

In this Section as well as Electronic Equipment Section the condition that you will not pay more than the "actual value" is inconsistent with the requirement that sum insured should be the replacement value of a new property. But then it seems to be a defect in Machinery Insurance policies uniformly. This insurance being virtually on "RIV" basis, to say that you will pay only "actual value" appears incorrect in principle.

Special Exclusions

The Company will not be liable for:

- a) 1% (One percent) of the Sum Insured in respect of each appliance covered separately or the sum of Rs.1000/- (one Thousand) whichever is higher of each and every damage in respect of which claim is admitted under the Policy.
- b) Damage to any insured item by perils which are insurable under other sections of the Policy.
- c) Damage for which the manufacturer or supplier of the property or a maintenance contractor is responsible by law or contract
- d) Gradually developing flaws, defects, cracks or partial fractures in any part not necessitating immediate stoppage although at some future time repair or replacement of the parts affected may be necessary.
- e) Deterioration of or wearing away or wear out of any item caused by or naturally resulting from normal use or exposure.
- f) Damage caused by or arising out of willful act or willful gross negligence of Insured, his employee or director.
- g) Damage due to faults existing at the time of commencement of this Insurance and not known to the Insured, employee, director, regardless of whether such faults or defects were known to the Company or not.
- h) Cost of transport to the repair hotel and/or restaurant and back to the Insured's hotel and/or restaurant premises of any insured item arising out of damage to such item.
- i) Damage to any insured item occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority of such item or by permanent or temporary dispossession of any building resulting from the unlawful occupation by the Insured of the building.

Section IX-ACCOMPANIED BAGGAGE

This Section is only operative if shown as such in the Schedule.

DEFINITIONS

Baggage Shall mean personal goods belonging to Insured or to any of insured's Director or employees or for which Insured, he or she is responsible officially.

Journey Any trip undertaken for the purpose of the Business outside the city, town or municipal limits of the place where the Business is situated.

THE COVER

In the event of loss of or Damage to accompanied and or checked in Baggage due to Accident whilst on and journey, anywhere in the world, the company will pay the actual value of the Baggage at the time of happening of the Damage, provided always that no liability will arise for any claim which is otherwise indemnifiable by a contract of affreightment for accompanied or checked in baggage.

LIMIT OF LIABILITY

Company's liability under this Section shall not exceed the Limit of Liability stated in the Schedule.

CONDITION

Loss of Damage to baggage covered under this sub-Section should be reported to Police within 24 hours of discovery and a written report obtained.

EXCLUSIONS

This Section does not cover

1. First Rs.500/- (five hundred only)in each and every claim.
2. Damage due to cracking, scratching or breakage of lenses or glass whether part of any equipment or otherwise or of china marble, gramophone records or other articles of a brittle or fragile nature, unless such Damage arises from an accident to any vessel, train, vehicles or aircraft by which such property is conveyed.
3. Damage caused by moth, mildew, vermin or any process of cleaning, dyeing, repairing or restoring to which the property is subjected.
4. Loss of or Damage to any electrical machine, apparatus, fixtures or fittings (including wireless sets, radio, television sets and tape recorders) arising from overrunning, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity from whatever cause (lightning included).
5. Damage due to theft from any car except from a car of the fully enclosed saloon type having all the doors, windows and other openings securely locked and properly fastened.
6. Loss of or Damage to any property whilst being conveyed by any carrier under a contract of affreightment.
7. Loss of or Damage to money, securities, manuscripts, deeds, bonds, bills of exchange, promissory notes, stock or share certificates, stamps, business books or documents, jewellery, watches, furs, precious metals, precious stones, gold and silver ornaments, travel tickets, cheques and bank drafts.
8. Loss of or Damage to articles of a consumable nature.
9. Loose articles such as sticks, straps, umbrellas, sunshades, fans, deck chairs, property in use on the Journey nor articles or clothes whilst being worn on the person or being carried out.

Exceptions

This policy does not cover

1. Loss or damage to property not belonging to the insured whether held in trust, commission or otherwise.
2. Loss or damage caused by depreciation or wear and tear.
3. 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 result from pollution or contamination
4. Loss by theft during or after the occurrence of any insured peril except as provided under Riot, Strike, Malicious Damage cover.
5. 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 nor exceeding 60days.

Conditions (applicable to Part A in addition to General conditions mentioned above)

1. The Insured shall take all reasonable steps to safeguard the property insured against any loss or damage. The Insured shall exercise reasonable care that only competent employees are employed and shall take all reasonable precautions to prevent all accidents and shall comply with all statutory or other regulations.
2. The Insured shall upon the occurrence of any event giving rise or likely to give rise to a claim under the Policy
 - (a) in the event of the theft, lodge forthwith a complaint with the Police and take all practicable steps to apprehend the culprits and to recover the property lost.
 - (b) Give immediate notice thereof to the Company and shall within Fourteen (14) days thereafter furnish to the Company at his own expense, detailed particulars of the amount of the loss or damage together with such explanations and evidence to substantiate the claim as the Company may require.
3. 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, the Company shall not be liable to pay or contribute more than its ratable proportion of such loss or damage.
4. The Company may, at its option, reinstate, replace or repair the property or premises lost or damaged or any part thereof instead of paying the amount of loss or damage or may join with any other Insurer in so doing but the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in 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 occurrence of such loss/damage or more than the Sum Insured by the Company thereon.
5. If the property hereby insured shall at the time of any loss or damage be collectively of greater value than the Sum Insured hereon then the Insured shall be considered as being his own Insurer for the difference and shall bear a ratable proportion of the loss or damage accordingly. Every item, if more than one of the Policy, shall be separately subject to this condition.

Where the value of the property of the insured under any section, exceeds the maximum Sum Insured thereunder, the Insured shall independently cover the property under that section by way of a separate insurance policy

SECTION X-LIABILITY

This section indemnifies the insured against any legal liability including defense costs incurred with the prior written permission of the Company towards

- (a) Accidental death or bodily injury to any third party -
- (b) Accidental damage to property belonging to a third party

caused by or through the negligence or fault of the insured in the performance of any act in connection with the insured's business, during the period of this policy.

Special Exclusions

The Company shall not be liable in respect of:

- a) Deductible of 0.5 % of AOA limit subject to a minimum of Rs.1000/- and a maximum of Rs.1,00,000/-
 - b) Any property belonging to, in the custody of or in the control of any person mentioned in a) above.
- Any claims arising from or caused by or attributed to animals, vehicles, aircraft, ships, craft

Food and beverages

The insurance under this policy shall extend to include legal liability of insured for death and/or bodily injury and/or loss of or damage to or loss of use of property arising out of poisoning by foreign or deleterious matter in food, beverages and/or any other edible items supplied by the insured, provided always that the insured shall take every possible precaution to prevent supply of any food/beverages/edible items which are not in good condition or free from contamination or fit for human consumption subject to limit of indemnity not exceeding the following which shall form part of the overall limit as mentioned in the Schedule of the policy.

Any one accident

Aggregate during the policy period

Also provided always that all other terms, conditions, provisos and exceptions of the policy shall apply to this extension as if they have been incorporated herein

Goods kept in custody of Insured

The insurance under this policy in consideration of an additional premium as per the schedule shall extend to include legal liability of the insured for loss / damage to property of residents / bonafide guests whilst they are under care and control and custody of the insured in the premises referred to in the schedule subject to limit of indemnity not exceeding the following which shall form part of the overall limit of indemnity as mentioned in the schedule of the policy

Any one accident

Aggregate during the policy period

It is expressly agreed and understood that the cover granted under this extension shall not apply to legal liability arising out of loss or damage to valuables of residents / bonafide guests unless they are kept in the strong room / cloak room maintained by the insured for safe keeping and insured maintains proper records showing the item deposited therein by each resident / bonafide guest. In no case the policy covers the loss of monies, securities, documents(including credit cards) and plans.

Also provided always that all other terms, conditions, provisos and exceptions of the policy shall apply to this extension as if they have been incorporated herein

Swimming Pool

The insurance under this policy in consideration of an additional premium as per the schedule shall extend to include legal liability of the insured for death or bodily injury or loss of or damage to or loss of use of property arising out of accidents (including accidents arising out of contamination of water) in connection with the use of the swimming pool in the insured –premises subject to the compliance of the following

- i) Swimming pools in hygienic conditions with regular cleaning and maintenance
- ii) Sanitary arrangements are proper
- iii) Life guards / attendants are on duty when the pools are in use

Subject to limit of indemnity not exceeding the following which shall form part of the overall limit of indemnity as mentioned in the schedule of the policy

Any one accident

Aggregate during the policy period

Also provided always that all other terms, conditions, provisos and exceptions of the policy shall apply to this extension as if they have been incorporated herein

Sports facilities

The insurance under this policy in consideration of an additional premium as per the schedule shall extend to include legal liability of the insured for death or bodily injury or loss of or damage to or loss of use of property arising out of use of sport facilities subject to compliance of conditions that

- a. the equipments are kept in a state of good and proper maintenance
- b. adequate guards and experienced trainers are on duty where necessary
- c. the premises / places used for sports and games are kept in a state of proper maintenance.

Subject to limit of indemnity not exceeding the following which shall form part of the overall limit of indemnity as mentioned in the schedule of the policy

Any one accident

Aggregate during the policy period

Also provided always that all other terms, conditions, provisos and exceptions of the policy shall apply to this extension as if they have been incorporated herein

SECTION X B -WORKMEN COMPENSATION

This section indemnifies the Insured against his liability to its own direct employees, excluding employees of contractors, under the Workman Compensation Act 1923 as amended from time to time. This section

excludes any liability assumed by the insured by way of an agreement or any sum that the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party

Special Exclusions

The Company shall not be liable in respect of:

- i) Accident directly or indirectly caused by traceable to or arising out of the ownership, possession or the custody by or on behalf of the Insured of animals, vehicles, aircraft, ship, boats or craft of any kind.
- ii) Where the number of employees at the time of accident or the actual wages paid in respect of the employee or employees for whom claim is made is found to be in excess of the number of employees or the wages stated in the schedule, then the a Company shall pay only a ratable proportion of the sum insured that the number of employees or the wages stated in the schedule bears to the actual number of employees or the actual wages paid at the time of the accident.

Exceptions

The Company shall not be liable in respect of

- a) Any claim made by / compensation payable to any member of the Specified Person's family, partners, directors, managers, employees or contractors' employees.
- b) Liability assumed by the Insured by agreement unless such liability would have attached to the Insured notwithstanding such agreement.

SECTION XI - STOCKS OF FOOD ITEM IN TRANSIT WHILST BEING SENT FOR DOOR DELIVERY

The company undertakes to indemnify the insured for any loss or damage to Stock of food in transit from the Insured premises to the customer's premises due to an accident to the carrying vehicle or due to an accident to the authorized person carrying the stocks of food items , provided that,

- (i) The company shall not be liable for mysterious disappearance or unexplained losses.
- (ii) The company shall not be liable for any willful misconduct of the authorized employee so carrying the stocks of food items.
- (iii) The company shall not be liable for any confiscation of goods by any public authority for any reason whatsoever.
- (iv) The company shall not be liable to pay for any delay in delivering the item.
- (v) The company shall not be liable for the first Rs 250/- of each and every claim.

The company shall not be liable to pay more than the limit of indemnity mentioned in the policy schedule against this section during the policy period.

Place: **For Cholamandalam MS General Insurance Co Ltd.**

Date: **Authorised Signatory**