

Welcome to Your Future Generali Business Suraksha Policy

Helpful and important information about your insurance

Insurance does not cover your property against everything that can happen so please read your policy carefully to make sure you understand what it covers and the limits which apply.

This Business Suraksha policy is applicable to land-based properties, which may include industrial risk, hotels, Shops, Offices, etc otherwise specifically provided for.

Your policy is intended to cover unforeseen events like fire, earthquake, breakdown, burglary, etc. It does not cover wear and tear and damage which happens gradually over a period of time which would normally be described as "maintenance"

Your policy describes certain things which you are required to do to make sure that your policy cover operates fully, for example, you must:

- tell us about changes which could affect your policy
- take reasonable care of your property

How to get help... Claims service

If you want to make a claim under this policy call us on:

Our Contact centre offer help and advice 24 hours a day, 365 days a year. There's need to fill out a claim form or arrange estimates if necessary. Please mention your policy number while calling.

Please read the section in the policy relating to claim procedure and we request you to comply with the requirements to enable us to serve you better.

Changes to your policy

If you have any questions, or want to make any changes to your policy, call us on the telephone number detailed on your policy schedule. Our customer service advisers will be pleased to assist you.

FUTURE GENERALI BUSINESS SURAKSHA

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

Definitions

The following words or terms shall have the meaning ascribed to them wherever they appear in this **Policy**, and references to the singular or to the masculine shall include references to the plural and to the female wherever the context so permits:

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

"Insured" means the person named in the **Schedule** who is insured by the Company.

"Insured Premises" means the property named in the **Schedule** so long as the use of the same is restricted to solely as mentioned in the schedule.

"Schedule" means the means that portion of the Policy which sets out details of risk, Your personal details, the type of insurance cover in force, the period and the sum insured. Any Annexure or Endorsement to the Schedule shall also be a part of the Schedule.

"Plate Glass" means the glass described in Schedule.

"Burglary" means the unforeseen and unauthorised entry to or exit from the **Insured Premises** by aggressive and detectable means with the intent to steal **Contents** there from.

"Contents" means the items specified in the Schedule.

"Valuables" means: gold or silver or any precious metals or articles made from any precious metals; watches or Jewellery or Precious Stones or models or coins or curios, sculptures, manuscripts, stamps, collections of stamps, rare books, medals, moulds, designs or any other collectibles; deeds, ATM cards, credit cards, charge cards, bonds, bills of exchange, bank, treasury or promissory notes, cheques, money, securities, or any other negotiable instrument;

"Family" means the **Insured's** spouse and children under the age of 21 if ordinarily resident with the **Insured**.

"Policy" means the proposal, the Schedule, the **Policy** documents and any endorsements attaching to or forming part thereof either on the effective date or during the Policy Period.

"Occupation" means Occupation of **Insured** as shown in the **Schedule** or as declared to **Us** in the **Proposal**

“Accident” or **“Accidental”** means a sudden, unintended, fortuitous visible and external event and does not include any naturally occurring condition or degenerative process.

“Bodily Injury” means physical bodily harm or injury (but does not include any mental sickness, disease or illness) which first occurs during the Policy Period and requires inpatient treatment in a Hospital by a Physician.

“Hospital/Nursing Home” means any institution in India established for indoor care and treatment of sickness and Injuries and which

- (a) Is properly licensed, and in areas where licensing facilities are unavailable, the institution must be one recognized in the locality as a Hospital, has at least 10 inpatient beds and must satisfy (b) to (d) below;
- (b) Is primarily engaged in providing diagnostic, medical and surgical facilities for care and treatment of injured or sick persons on an inpatient basis, and is not an institution which is primarily a rest or convalescent facility, a place for custodial care, a facility for the aged or alcoholics or drug addicts or for the treatment of mental disorders.
- (c) Employs Doctors and qualified nursing staff who are permanently available on the premises to provide necessary medical care and attention to the patients on 24 –hour basis;
- (d) Maintains daily medical records for each of its patient

“Hospitalisation” means the Insured’s admission into Hospital for a continuous period of not less than 24 hours.

“Family” means and includes Insured person, Insured’s Spouse & Insured’s first two children and dependent parents. The number of family members shall never exceed more than 6 members.

- 1.1 The maximum number of days of hospitalization as mentioned in the schedule would be shared among all the members of the Family Floater.
- 1.2 In the event of more than one family members being hospitalised at the same time, Our liability would be restricted to the maximum number of days as mentioned in the schedule.

“Intensive Care Unit” means a special ward in any Hospital that is used for the sole purpose of the treatment of patients with a critical or exigent condition, and where the patient is under 24 hour care and monitoring, either by a Physician or a Nurse.

“Physician” means a qualified medical practitioner holding a valid and subsisting license, granted by the appropriate licensing authority, and acting within the scope of his license, and who is not related to the Insured or the Named Insured by blood or marriage.

“Qualified Nurse” means a person who holds a certificate of a recognized Nursing Council and who is employed on recommendation of the attending Medical Practitioner.

“Pre-existing Condition” means any condition, ailment or injury or related condition(s) for which You had signs or symptoms, and / or were diagnosed and / or received medical advice/ treatment, within 48 months prior to inception of Your first policy with Us.

"Sickness" means a sickness or a disease which first manifests itself during the Policy Period and requires inpatient treatment in a Hospital by a Physician.

"Home City" means the city which has the same political & geographical limitations as the residential city of the Insured.

"Other than Home City" means the city which is different from the political & geographical limitations of the residential city of the Insured

"Permanent Total Disablement" means disablement which entirely prevents an Insured Person from attending to any Business or Occupation of any and every kind and which lasts 12 months and at the expiry of that period is beyond hope of improvement.

"Permanent Partial Disablement" means doctor certified total and continuous loss or impairment of a body part or sensory organ specified

"Sum Assured" means the amount stated in the Schedule, which is the maximum amount (regardless of the number of amount of claims made or the number of the **Insureds** who make a claim) for any one claim and in the aggregate for all claims for which the **Company** will make payment in relation to the Cover to which the **Sum Assured** relates during the **Policy Period**.

"Deductible" means the amount stated in the **Schedule** which shall be borne by the **Insured** in respect of each and every Claim made under this **Policy**. The **Company's** liability to make any payment under the **Policy** is in excess of the **Deductible**.

"Damages" means monetary sums payable pursuant to judgments or awards and/or settlements negotiated by or on behalf of the **Insured**, but shall not include fines, penalties, punitive damages, exemplary damages, non-pecuniary relief, taxes, or any other amount for which an **Insured** is not financially liable, or which is without legal recourse to the **Insured**, or any matter that may be or be deemed to be uninsurable under Indian law.

"Electronic Equipment" shall mean the items as specified in the **Schedule** and which are contained or fixed at or in the **Insured** Premises.

"Jewellery" means the items of **Jewellery** specified in the Schedule.

"Precious Items" means the items specified in the Schedule.

"Property Damage" means actual physical damage to tangible material property belonging to a third person.

"We, us, our" means Future Generali India Insurance Company Limited.

"You, your" means the person (or people) named in the schedule, their domestic partner and members of their family (or families) who are permanently living with them

COVERS

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

SECTION-I Standard Fire & Special Perils

PROTECTION OF YOUR ASSETS AGAINST STANDARD FIRE & SPECIAL PERILS

Buildings and/or Contents (Excluding Valuables)

The Business Suraksha Policy covering Buildings and/or contents (under this section) is to show block wise separate amounts on (i) Building (ii) Machinery and accessories (iii) Stock and Stock-in-Process and (iv) Furniture, Fixtures and Fittings and (v) other contents..

We will indemnify **You** in respect of loss of or damage to the Building and / or contents specified in the **Schedule** against perils mentioned under heading 'covered accidents' below:

Covered Accidents

1. **Fire:** Excluding destruction or damage caused to the property insured by:
 - a. i) Its own fermentation, natural heating or spontaneous combustion.
 - ii) Its undergoing any heating or drying process.
 - b. Burning of property insured by order of any Public Authority.
2. **Lightning.**
3. **Explosion/implosion:** Excluding loss, destruction of or damage:
 - a) To boilers (other than domestic boilers), economisers or other vessels, machinery or apparatus (in which steam is generated) or their contents resulting from their own explosion/implosion,
 - b) Caused by centrifugal forces.
4. **Aircraft Damage:** Loss, Destruction or damage caused by Aircraft, other aerial or space devices and articles dropped there from excluding those caused by pressure waves.
5. **Riot, Strike and Malicious Damage:** Loss of or visible physical damage or destruction by external violent means directly caused to the property insured but excluding those caused by:
 - a) Total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.
 - b) Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority.
 - c) Permanent or temporary dispossession of any building or plant or unit or machinery resulting from the unlawful occupation by any person of such building or plant or unit or machinery or prevention of access to the same.
 - d) Burglary, housebreaking, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any malicious act.
6. **Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation:** Loss destruction or damage directly caused by storm, cyclone, typhoon, tempest, hurricane, flood or inundation excluding those resulting from volcanic eruption or other convulsions of nature.

7. **Impact Damage:** 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.
8. **Subsidence and Landslide including Rock slide:** Loss, destruction or damage directly caused by Subsidence of part of the site on which the property stands or Land slide/Rock slide excluding:
 - a) the normal cracking, settlement or bedding down of new structures
 - b) the settlement or movement of made up ground
 - c) coastal or river erosion
 - d) defective design or workmanship or use of defective materials
 - e) demolition, construction, structural alterations or repair of any property or groundwork or excavations
9. **Bursting and/or overflowing of Water Tanks, Apparatus and Pipes.**
10. **Missile testing operations.**
11. **Leakage from Automatic Sprinkler Installations,** excluding loss, destruction or damage caused by
 - a) Repairs or alterations to the buildings or premises
 - b) Repairs, Removal or Extension of the Sprinkler Installation
 - c) Defects in construction known to the Insured.
12. **Bush Fire,** excluding loss, destruction or damage caused by Forest Fire.
13. **Earthquake – Fire and Shock (As per attached EQ endorsement)**

Terrorism : As per Terrorism endorsement enclosed if opted

Specific Exclusions Applicable to Section – I

This section does not cover

1. Loss, destruction or damage to bullion or unset precious stones, any curios or works of art for an amount exceeding Rs. 10000/-, manuscripts, plans, drawings, securities, obligations or documents of any kind, stamps, coins or paper money, cheques, books of accounts or other business books, computer systems records, explosives unless otherwise expressly stated in the policy.
2. Loss, destruction or damage to the stocks in Cold Storage premises caused by change of temperature.
3. Loss, destruction or damage to any electrical 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 (lightning included) provided that this exclusion shall apply only to the particular electrical machine, apparatus, fixture or fitting so affected and not to other machines, apparatus, fixtures or fittings which may be destroyed or damaged by fire so set up.
4. Expenses necessarily incurred on (i) Architects, Surveyors and

Consulting Engineer's Fees and (ii) Debris Removal by the Insured following a loss, destruction or damage to the Property insured by an insured peril in excess of 3% and 1% of the claim amount respectively.

5. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
6. Loss, or damage by spoilage resulting from the retardation or interruption or cessation of any process or operation caused by operation of any of the perils covered.
7. Loss by theft during or after the occurrence of any insured peril except as provided under Riot, Strike and Malicious Damage cover.
8. Any Loss or damage occasioned by or through or in consequence directly or indirectly due to Volcanic eruption or other convulsions of nature.
9. Loss or damage to property insured if removed to any building or place other than in which it is herein stated to be insured, except machinery and equipment temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding 60 days.
10. 5% of the claim amount subject to minimum of Rs.10,000/- for each and every claim arising out of Act of God perils (Lightning, Storm, Flood, Tempest, Inundation and the like, Subsidence, Landslide and Rockslide, Earthquake). Rs.10,000 for each and every loss arising out of other perils in respect of which the Insured is indemnified by this policy

Basis of Loss Settlement to Section - I

In case of partial loss we shall pay the cost required for reinstating or repairing the affected items to their previous state before the loss. No depreciation shall be applicable.

In case of total loss we shall pay the cost of replacing or reinstating the property affected with that of the same kind or type but not superior to or more extensive than the insured property when new as on the date of loss.

Until expenditure has been incurred by the insured in replacing or reinstating the property destroyed or damaged, the company shall liable for payment only to the extent of the actual value of the property before the loss.

If the value of the insured premises, at the time of happening of the loss or damage is of more than 110% of the sum insured under Section I, then **You** shall be considered as your own insurer for the difference and shall bear a rateable proportion of the loss or damage.

SECTION-II Fire Loss of Profit

PROTECTION OF YOUR GROSS PROFIT

If **Your** Business is interrupted because of Damage due to the Premises by Fire & allied perils and a valid claim is payable under Section I 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) 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-III – Burglary

PROTECTION OF YOUR CONTENTS AGAINST BURGLARY

Contents (Excluding Money & Valuables)

We will indemnify **You** in respect of loss of or damage to the insured premises and/or the **Contents** in the **Insured Premises** specified in the **Schedule** caused by actual or attempted **Burglary**.

Specific Exclusions Applicable to Section – III

We shall not be liable for and no indemnity is available hereunder in respect of:

1. any loss or damage caused by actual or attempted Burglary and/or theft: where You or any member Your Family is or is alleged to be concerned or implicated;
2. to livestock, motor vehicles and pedal cycles;
3. to **Valuables** and/or **Jewellery** and/or **Precious Items**, unless specifically stated in the **Schedule**.
4. **Deductible of** 5% of claim amount subject to minimum of Rs.10,000/- for each and every claim in respect of burglary
5. Loss or damage where you have not immediately registered a police complaint detailing the items lost or damaged

Basis of Loss Settlement to Section - III

- a. Where the **Insured Premises** and/or **Contents** can reasonably be repaired or reinstated at a cost less than the replacement cost then **We** will indemnify **You** in respect of the expenses necessarily incurred to restore the aforementioned to its state immediately prior to the happening of the actual or attempted **Burglary**.
- b. In the case of a total loss, **We** shall indemnify **You** in respect of the 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 **Burglary**.

In any case **We** are not liable to indemnify **You** more than market value of the affected contents or Sum Insured mentioned in the schedule whichever is lower.

SECTION-IV – Machinery Breakdown

PROTECTION OF YOUR MACHINERIES AND/OR EQUIPMNTS AGAINST BREAKDOWN

We will indemnify **You** against the repair or replacement costs arising from the unexpected mechanical or electrical breakdown of machineries or equipment mentioned in the schedule whilst contained in or fixed at the **Insured Premises**, provided that **Our** liability in respect of any one machinery item in any one **Policy Period** will not individually or in the aggregate exceed the sub-limit of the **Sum Assured** set against such item in the **Schedule**.

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

Specific Exclusions Applicable to Section – IV

We shall not be liable for and no indemnity is available hereunder in respect of:

1. Accident, Loss, damage/and/or liability resulting from over load experiments or tests requiring the imposition of abnormal conditions.
2. Gradually developing flaws, defects, cracks or partial fractures in any part not necessitating immediate stoppage, although at some future time repair or renewal of the parts affected may be necessary.

3. Deterioration of or wearing away or wearing out any part of any machine caused by or naturally resulting from normal use or exposure.
4. Loss, damage and/or liability caused by or arising out of the willful act to willful neglect or gross negligence of **You** or **Your** responsible representatives.
5. Liability assumed by **You** by agreement unless such liability would have attached to **You** notwithstanding such agreement.
6. Loss, damage and/or liability due to faults or defects existing at the time of commencement of this insurance and known to **You** or **Your** responsible representative but not disclosed to **Us**.
7. Loss of use of **Your** plant or property of any other consequential loss incurred by **You**.
8. Loss, damage/and/or liability due to explosions in Chemical Recovery, Boilers, other than pressure explosions for e.g.smelt, chemical, ignition, explosions, etc
9. The Deductible, as stated in the Schedule, to be first borne by **You** out of each and every claim; where more than one item is damaged in one and same occurrence, **You** shall not, however, be called upon to bear more than the highest Excess applicable to any one such item
10. Loss of or damage to belts, ropes, chains, rubber tyres, dies, moulds, blades, cutters, knives or exchangeable tools, engraved or impression cylinders or rolls; objects made of glass, porcelain, ceramics, all operating media (e.g. lubricating oil, fuel, catalyst, refrigerant, dowtherm) felts, endless conveyor belts or wires; sieves, fabrics, heat resisting and anti-corrosive lining and parts of similar nature, packing material, parts not made of metal (except insulating material) and non-metallic lining or coating of metal parts; unless loss or damage to the equipments/machinery is indemnifiable in terms of the policy.
11. Loss or damage for which the manufacturer or supplier or repairer of the property is responsible either by law or contract.

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

Basis of Loss Settlement to Section – IV

Provided that the **Sum Assured** in respect of each item specified in the **Schedule** shall be equal to the cost of replacement of the same with new property of the same kind and capacity, the basis of loss settlement shall be as follows:

In cases where damage to an insured item can be repaired, **We** will pay expense necessarily incurred to restore the damaged machine to its former state of serviceability plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs as well as ordinary freight to and from a repair shop, customs duties if any to the extent such expenses have been included in the Sum Insured. If the repairs are executed at a workshop owned by **You**, then **We** 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 for (i) wear and tear parts and (ii) parts for which manufacturers have specified a fixed life for use and the like but the value of any salvage will be taken into account.

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

- a) In cases where an insured item is destroyed, **We** 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. **We** will also pay any normal charges for the dismantling of the machinery destroyed but the salvage will be taken into account.

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

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

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

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

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

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

SECTION-V – Electronic Equipment

PROTECTION OF YOUR ELECTRONIC EQUIPMENTS AGAINST ALL RISKS

V-A Protection of Your Electronic Equipments

We will indemnify **You** against:

The repair or replacement costs in respect of any **Electronic Equipment** caused by any unforeseen and sudden physical loss (except a cause specifically excluded),

provided that **Our** liability in respect of any one **Electronic Equipment** item in any one **Policy Period** will not individually or in the aggregate exceed the sub-limit of the **Sum Assured** set against such item in the **Schedule**.

The policy shall apply to the Insured items only after successful completion of their performance/acceptance test whether they are at work or at rest or being dismantled for the purpose of cleaning or overhauling or in the course of aforesaid operations themselves or when being shifted within the premises or during subsequent re-erection.

Specific Exclusions Applicable to Section – V-A

We shall not be liable for and no indemnity is available hereunder in respect of:

1. any fault or defect of which You were or ought reasonably to have been aware at the commencement of the **Policy Period**, regardless of whether such was or should have been known **Us**;
2. loss or damage for which the manufacturer or supplier is responsible;
3. loss or damage caused to any item of **Electronic Equipment** older than 10 years from the date of manufacture;
4. loss or damage due to or consequent upon wear and tear, gradual deterioration, atmospheric or climatic conditions, rust, corrosion, moth, vermin or insect;
5. any costs incurred in connection with the maintenance of the **Electronic Equipment**, including parts replaced in the course of such maintenance operations;
6. any costs incurred in connection with the elimination of functional failures unless such failures were caused by an indemnifiable event hereunder;
7. loss or damage caused by or arising out of the willful acts or willful gross negligence of **You** and/or **Your Family**;
8. the cost of transporting the **Electronic Equipment** to and from the place of repair;
9. loss of or damage to any **Electronic Equipment** by perils insurable under other Cover of this **Policy**;
10. loss or damage to portable items or mobile phones or other similar communication devices.
11. Loss destruction or damage directly occasioned by pressure wave caused by aircraft and other aerial devices traveling at Sonic or Supersonic speeds.
12. The Excess stated in the Schedule to be borne by **You** in any one occurrence; if more than one item is lost or damaged in one occurrence, **You** shall not, however, be called upon to bear more than the highest single Excess applicable to such items
13. Loss of or damage to bulbs, valves, tubes, ribbons, fuses, seals, belts, wires, chains, rubber tyres, exchangeable tools, engraved cylinders, objects made of glass, porcelain or ceramics sieves or fabrics, or any operating media (e.g. lubricating oil, fuel, chemicals)

14. Aesthetic defects, such as scratches on painted polished or enamelled surfaces.

Basis of Loss Settlement to Section – V-A

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

The sum insured of the equipment insured under this section shall include the value of 'System Software'.

Provided that the **Sum Assured** in respect of each item specified in the **Schedule** shall be equal to the cost of replacement of the same with new property of the same kind and capacity, the basis of loss settlement shall be as follows:

- a) In cases where damage to an insured item can be repaired **We** 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 **You**, **We** will pay the cost of materials and wages incurred for the purpose of the repairs plus a reasonable percentage to cover overhead charges.

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

- b) In cases where an insured item is destroyed, **We** 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. **We** will also pay any normal charges for the dismantling of the machinery destroyed, but the salvage will be taken into account.

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

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

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

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

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

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

We 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. **We** 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. In such cases claims can be settled on 'Indemnity Basis'.

WARRANTY –

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

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

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

V-B Protection of Your External Data Media

We hereby agrees with **You** that if the external data media entered in the Schedule inclusive of the information stored thereon, which can be directly processed in EDP systems, shall suffer any material damage caused by peril covered under Section V-A of this Policy, **We** will indemnify **You** as hereinafter provided in respect of such loss or damage up to an amount not exceeding in any one year of insurance in respect of each of the data media specified in the Schedule the sum set opposite thereto and not exceeding in all the total sum insured hereby, provided always that such loss or damage occurs during the period of Insurance stated in the Schedule or during any subsequent period for which **You** pay and **We** may accept the premium for the renewal of this Policy. This cover applies while the insured data media are kept on the Premises. Coverage against restoration of data under Section V-B only to be granted if backup system is available.

Specific Exclusions Applicable to Section – V-B

We shall not be liable for -

- a) The excess stated in the Schedule to be borne by You in any one occurrence;

- b) Any costs arising from false programming, punching, labeling or inserting, inadvertent canceling of information or discarding of data media, and from loss of information caused by magnetic fields;
- c) Consequential loss of any kind or description whatsoever.

Basis of Loss Settlement to Section – V-B

The sum insured shall be the amount required for restoring the insured external data media by replacing lost or damaged data media by new material and reproducing lost information.

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

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

As from the date of an indemnifiable occurrence the sum insured shall be reduced for the remaining period of insurance by the amount of indemnity paid, unless the sum insured is reinstated.

V-C Protection of Your Increased Cost of Working

Notwithstanding Exclusions applicable to all sections (3) of this Policy **We** hereby agrees to indemnify **You** upto but not exceeding the limits of Indemnity stated in the Schedule for all additional costs which **You** shall incur to ensure continued data processing on substitute equipment if such costs arise as an unavoidable consequence of an indemnifiable loss or damage during the period of insurance to property insured under Section V-A of this Policy.

Specific Exclusions Applicable to Section – V-C

We shall not be liable for -

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

Basis of Loss Settlement to Section – V-C

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

The 'indemnity limit per hour' and 'total sum insured' stated in the schedule shall be declared by **You**. The total sum insured shall represent the aggregate limit of indemnity payable for all events occurring during the period of insurance.

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

As from the date of an indemnifiable occurrence the sum insured shall be reduced for the remaining period of insurance by an amount of indemnity paid unless - reinstated by payment of an additional premium prescribed by **Us**.

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

The total indemnity per event shall not exceed an amount equal to the agreed 'indemnity limit per hour' or the 'actual hourly rate payable for the use of substitute equipments,' whichever is less multiplied by the number of working hours stated as 'Indemnity Period' in the schedule or by the actual number of working hours for which the substitute equipment is put into use, whichever shall be less.

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

Provided always that –

- i) the interruptions shorter than the Time Excess stated in the schedule shall be excluded from the scope of this Policy and
- ii) in respect of interruptions longer than the Time Excess You shall bear that proportion of each claim which corresponds to the Time Excess.

SECTION-VI – All Risks

Portable Computer /Mobiles– All Risks

We will indemnify **You** to the extent of the actual value of portable computers before the loss anywhere in the World , so lost, destroyed or damaged, by Fire, Riot and Strike, Theft or Accident, from any fortuitous cause, any time during the period of this insurance and within the limits stated in the Schedule hereto, provided always that the liability of the Company shall in no case exceed the Sum Insured on each item or on the whole the Total Sum Insured hereby.

Specific Exclusions Applicable to Section – VI

We shall not be liable in respect of :-

1. Damage caused by any process of cleaning, dyeing or bleaching, restoring, repairing or renovation or deterioration arising from wear and tear, moth, vermin, insects or mildew or any other gradually operating cause.
2. Breakage, cracking or scratching of crockery, glass, cameras, binoculars, lenses, sculptures, curios, pictures, musical instruments, sports gear and similar articles of brittle or fragile nature, unless caused by fire or accident to the means of conveyance.
3. Loss or damage caused by mechanical or electrical derangement/breakdown of any article unless caused by accidental external means.
4. Overwinding, denting or internal damage of watches and clocks.
5. Loss or damage to money, securities, manuscripts, deeds, bonds, bills of exchange, promissory notes, stock or share certificates, stamps, travel tickets, travellers' cheques, business books or documents.
6. Theft from any car except car of fully enclosed saloon type having at the time all the doors, windows and other openings securely locked and properly fastened.
7. Any loss or damage arising through delay, detention or confiscation by Customs or other authorities..
8. .
 - a) Loss or destruction of or damage to any property whatsoever (including computer) or any loss or expense whatsoever resulting or arising therefrom;
 - b) Any legal liability of whatsoever nature;
 - c) Any consequential loss;

directly or indirectly caused by or contributed to by or consisting of or arising from the incapacity or failure of any computer

(i) to treat any date before, during or after the year 2000 as the correct date or true calendar date, or correctly or appropriately to recognize manipulate interpret process store receive or to respond to any data or information, or to carry out any command or instruction, in regard to or in connection with any such date or

(ii) to capture save retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer, being a command which causes the loss of data or the inability to capture save retain or correctly to process such data in regard to or in connection with any such date.

A computer includes any computer, data processing equipment, microchip, integrated circuit or similar device or any computer software tools operating system or any computer hardware or peripherals and the information or data stored in or on any of the above, whether the property of the Insured or not.

9. Loss damage or consequential loss directly or indirectly caused by, consisting of, or arising from:
- a) any functioning or malfunctioning of the internet or similar facility, or of any intranet or private network or similar facility,
 - b) any corruption, destruction, distortion, erasure or other loss or damage to data, software, or and kind of programming or instruction set,
 - c) loss of use or functionality whether partial or entire of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic, and any ensuing liability or failure of the Insured to conduct business.

This shall not exclude subsequent damage not otherwise excluded which itself results from an insured peril.

- 10 Loss or damage due to or contributed to by the Insured having caused or suffered anything to be done whereby the risks hereby insured against were unnecessarily increased.

Basis of Loss Settlement to Section – VI

Provided that the **Sum Assured** in respect of each item specified in the **Schedule** shall be equal to the cost of replacement of the same with new property of the same kind and capacity, the basis of loss settlement shall be as follows:

1. Where an insured item can reasonably be repaired or reinstated at a cost less than the replacement cost then, **We** will indemnify **You** in respect of the expenses necessarily incurred to restore such item to its state immediately prior to the happening of the insured event.
2. In the case of a total loss, **We** shall indemnify **You** in respect of the restoration or replacement costs up to the sub-limit of the **Sum Assured** set against such item in the **Schedule**, subject to depreciation of 20% per annum from the date of manufacture up to a maximum of 75% depreciation.
3. If the value of the **item** hereby insured shall at the time of any insured event be collectively of greater value than the **Sum Assured** thereon then **You** shall be considered **Your** own insurer of the difference and shall bear a rateable proportion of the loss or damage. Every item, if more than one, shall be separately subject to this Special Condition
4. **You** shall bear a deductible of 5% of the claim amount or Rs.5000/- whichever is higher, in respect of each and every claim.

SECTION-VII – Accident Suraksha

Protection for You and Your Employees

Accidental Compensation (Personal Accident) – Death / PTD / PPD

Following an Accidental Bodily Injury to You and / or your employees which results in any of the events listed in the Table of Events, we will pay You or Your nominee or your employees or your employees nominee such percentage stated against the event in the Table of Events of the sum insured stated in the Schedule provided that the Schedule mentions that You have opted for coverage against that event and paid premium for the same.

COVERS

The Primary Cover includes the following benefits. We will make payment for the benefits as specified in the Schedule.

- A. Accidental Death
- B. Permanent Total Disablement
- C. Permanent Partial Disablement

Table of Events

Event	Percentage of Sum insured
◆ Death	100%
◆ Permanent Total Disablement	100%
◆ Permanent Partial Disablement :	As Follows
◆ Permanent Total Loss of sight of both eyes	100%
◆ Permanent Total Loss of sight of one eye and physical separation of or the loss of ability to use either one hand or one foot	100%
◆ An arm at the shoulder joint	75%
◆ An arm above the elbow joint	70%
◆ A hand at the wrist	50%
◆ An arm beneath the elbow joint	60%
◆ A thumb	25%
◆ An index finger	10%
◆ Any other finger	5%
◆ A leg above mid-thigh	75%
◆ A leg up to mid thigh	60%
◆ A leg up to beneath the knee	50%
◆ A leg up to mid-calf	45%
◆ Permanent Loss of sight of one eye	50%

If a claim has already been settled for any of the covers the amount payable for the subsequent claims/s under any other covers shall be reduced by the amount/s already paid.

Regardless of one or more claims during the policy period, the maximum amount payable towards the Primary Cover shall be restricted to the Principal Sum Insured.

If more than one loss results from any Accident, only the one amount the largest, will be paid.

This cover shall cease for the particular Insured Person on payment of a claim for Death or Permanent Total Disablement of that Insured Person.

A masculine personal pronoun as used in this **Policy** includes the feminine, wherever the context requires.

We cover Accidental Bodily injury sustained by You during the Policy Period anywhere in the World (subject to the travel and other restrictions that the Indian Government may impose), but We will make payment within India and in Indian Rupees. The construction, interpretation and meaning of the provisions of this Policy shall be determined in accordance with Indian Law.

Specific Exclusions Applicable to Section – VII

We will not pay for any compensation, benefit or expenses in respect of Death, Injury or Disablement, Accidental Medical Expenses of the Insured person as a consequence of the following

1. Intentional self injury (including but not limited to the use or misuse of any intoxicating drugs or alcohol)
2. Accident while under the influence of alcohol or drugs.
3. Participation in an actual or attempted felony, riot, crime, misdemeanor or civil commotion
4. Any accident of which a contributing cause was **Your** actual or attempted commission of, or willful participation in, an illegal act or any violation or attempted violation of the law or **Your** resistance to arrest.
5. Whilst engaging in Aviation or Ballooning or whilst mounting into, dismounting from or traveling in any balloon or aircraft other than as passenger (fare paying or otherwise) in any duly licensed standard type of aircraft.
6. Participating in motor racing or trial run as a driver, co-driver or passenger
7. Curative treatments or interventions that **You** carry out or have carried out on **Your** body
8. Pregnancy and childbirth, miscarriage, abortion or complications arising out of any of these
9. War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, commotion unrest, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition of or damage or under the order of any government or public authority
10. Nuclear energy, radiation
11. Any existing disablement prior to the inception of the policy
12. Venereal or sexually transmitted diseases, HIV (Human Immunodeficiency Virus) or HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and / or mutant derivatives or variations however caused.

13. Any medical expenses, services, supplies or treatment or hospital stay which were not recommended or approved as medically necessary by a Physician.
14. Any expense incurred which is not exclusively medical in nature
15. Expenses incurred for emergency medical evacuation

Things You Should Do – Applicable to Section – VII

1. If **You or insured person** meet with an accidental bodily injury that may result in a claim, then
 - a. **You or insured person** must immediately consult a Doctor and follow the advice and treatment that he recommends
 - b. **You or insured person** or someone claiming on **Your** behalf must inform **Us** in writing immediately and in any event within 15 days
 - c. **You or insured person** must take reasonable steps to lessen the consequences of **Your** bodily injury.
 - d. **You or insured person** or someone claiming on **Your** behalf must promptly give **Us** the documentation and other information **We** ask for to investigate the claim or **Our** obligation to make payment for it.
 - e. **You or insured person** must have Yourself examined by **Our** medical advisors if **We** ask for this and as often as **We** consider this to be necessary.
 - f. In case of **Your or insured person's** death, someone claiming on **Your or insured person's** behalf must inform **Us** in writing immediately and send **Us** a copy of the Post Mortem report, FIR or any other document as required by **Us** within 15 days.
2. **We** have agreed to issue this policy based on the occupation that **You** have declared to **Us** while taking this policy. If **You** change **Your or insured person's** occupation then **You** must tell **Us** in writing within 30 days of the change. If **You** do not do this, then this insurance will cease as far as **You or insured persons** are concerned from the date that **You** changed **Your** or insured persons occupation.
3. **You** should send any communication meant to **Us** in writing to **Our** address shown in the **Schedule**.

Things We Will Do - Applicable to Section – VII

- a. **We** will send any communication meant to **You** to **Your** address shown in the **Schedule**.
- b. **We** will make claim payment to **You** or **Your** Nominee or insured persons or insured person's Nominee . If there is no Nominee and **You** or **Your** employees are incapacitated or deceased, **We** will pay **Your or insured person** heir, executor or validly appointed legal representative and any payment **We** make in this way will be a complete and final discharge of **Our** liability to make payment.
- c. **We** will make all claim payments in Indian rupees within India only.

- d. If **We** cancel this policy **We** will give **You** 15 days notice in writing. In such cases **We** shall make **You** pro rata refund of premium for the balance period.
- e. If **You** renew this policy with **Us** within 7 days of expiry of the policy **We** shall give **You** 5% increase on the primary covers for each continuous claim free year. Maximum increase shall be 25% of the original policy sum insured. **You** will be eligible for this benefit only if the **Schedule** mentions that such benefit is included in the plan opted by **You**.
- f. If **You** renew this policy continuously with **Us**, **You** may become eligible for Renewal Discount in the renewal premium payable as per **Our** guidelines.

SECTION-VIII – Future Hospi Cash

Hospital Cash

In the event of Accidental Bodily Injury or Sickness first occurring or manifesting itself during the Policy Period and causing You or the the Insured person's Hospitalisation within the Policy Period, We shall pay:

- I. the Hospital Cash benefit for each continuous and completed period of 24 hours of Hospitalisation necessitated solely by reason of the said Accidental Bodily Injury or Sickness, for a maximum of 90 days/ 180 days as per the schedule

OR

- II. two times the Hospital Cash benefit for each continuous and completed period of 24 hours required to be spent by the Insured in the Intensive Care Unit of a Hospital situated in the city same as the residential city of the Insured person, during any period of Hospitalisation necessitated solely by reason of the said Accidental Bodily Injury or Sickness for a maximum period of 10 days for each hospitalisation and 20 days during the policy period

OR

- III. three times the Hospital Cash benefit for each continuous and completed period of 24 hours required to be spent by the Insured in the Intensive Care Unit of a Hospital situated in the city other than the residential city of the Insured person, during any period of Hospitalisation necessitated solely by reason of the said Accidental Bodily Injury or Sickness for a maximum period of 10 days for each hospitalisation and 20 days during the policy period
- IV. a fixed amount towards convalescence for Hospitalisation beyond 10 consecutive days which is payable only once per hospitalisation event. This benefit is payable only if there is an admissible claim under any of the daily benefits.

Specific Exclusions Applicable to Section – VIII

We will not pay for any expenses incurred by You in respect of claims arising out of or howsoever related to any of the following:

- 1 Benefits will not be available for Any condition, ailment or injury or related condition(s) for which You have been diagnosed, received medical treatment, had signs and / or symptoms, prior to inception of Your first Policy, until 48 consecutive months have elapsed, after the date of inception of the first Policy with Us.

This Exclusion shall cease to apply if You have maintained the Policy with Us for a continuous period of a full 4 years, with out break from the date of Your first Health Insurance Policy with Us.

- 2 Without derogation from the above point no. (1), any Medical Expenses incurred during the first two consecutive annual Periods during which You have the benefit of a Health Insurance Policy with Us in connection with cataracts, benign prostatic hypertrophy, hernia of all types, hydrocele, all types of sinuses, fistulae, hemorrhoids, fissure in ano, dysfunctional uterine bleeding, fibromyoma endometriosis, hysterectomy, all internal or external tumors/cysts/nodules/polyps of any kind including breast lumps (except malignant conditions), surgery for prolapsed inter vertebral disc unless arising from accident, surgery of varicose veins and varicose ulcers.

This exclusion Period shall apply for a continuous Period of a full 4 years from the date of Your first Health Policy with Us if the above referred illness were present at the time of commencement of the Policy and if You had declared such illness at the time of proposing the Policy for the first time

- 3 Without derogation from the above point No. (1), any Medical Expenses incurred during the first annual period during which You have the benefit of a Health Insurance Policy with Us in connection with any types of gastric or duodenal ulcers, stones in the urinary and biliary systems, surgery on ears/tonsils/adenoids.

This exclusion period shall apply for a continuous period of a full 4 years from the date of Your first Health Policy with Us if the above referred illness were present at the time of commencement of the Policy and if You had declared such illness at the time of proposing the Policy for the first time.

- 4 Medical Expenses incurred during the first three consecutive annual periods during which You have the benefit of the Policy with Us in connection with joint replacement surgery due to Degenerative condition, Age related osteoarthritis and Osteoporosis unless such joint replacement surgery is necessitated by accidental Bodily Injury.

This exclusion period shall apply for a continuous period of a full 4 years from the date of Your first Health Policy with Us if the above referred illness were present at the time of commencement of the Policy and if You had declared such illness at the time of proposing the Policy for the first time

- 5 Medical Expenses incurred for any illness diagnosed or diagnosable within 30 days, of the commencement of the Policy Period except those incurred as a result of accidental Bodily Injury.

This Exclusion shall apply only to the extent of the amount by which the limit of indemnity has been increased if the Policy is a renewal of the Policy with Us without break in cover.

- 6 Injury or Disease directly on indirectly caused by or arising from or attributable to War, Invasion, Act of Foreign Enemy, War like operations (whether war be declared or not).
- 7 Circumcision unless necessary for treatment of a disease not excluded hereunder or as may be necessitated due to an accident.
- 8 Vaccination inoculation, cosmetic treatments (for change of life or cosmetic or aesthetic treatment of any description), plastic surgery other than as may be necessitated due to an accident or as a part of any illness, refractive error corrective procedures, experimental, investigational or unproven procedures or treatments, devices and pharmacological regimens of any description.
- 9 Charges incurred in connection with cost of spectacles and contact lenses, hearing aids, durable medical equipment (including but not limited to cost of

instrument used in the treatment of Sleep Apnea Syndrome (C.P.A.P), Continuous Peritoneal Ambulatory Dialysis (C.P.A.D) and Oxygen concentrator for Asthmatic condition, wheel chair, crutches, artificial limbs, belts, braces, stocking, Glucometer and the like), namely that equipment used externally for the human body which can withstand repeated use; is not designed to be disposable; is used to serve a medical purpose, such cost of all appliances/devices whether for diagnosis or treatment after discharge from the hospital.

- 10 Dental treatment or surgery of any kind unless requiring hospitalisation as a result of Accidental Bodily injury
- 11 The treatment of obesity (including morbid obesity) and other weight control programs, services and supplies.
- 12 Expenses incurred towards treatment of illness/disease/condition arising out of alcohol use/ misuse or abuse of alcohol, substance or drugs (whether prescribed or not).
- 13 General debility, "Run-down" condition or rest cure, sexually transmitted disease, intentional self-injury.
- 14 Invitro fertilization (IVF), Gamete intrafallopian transfer (GIFT) procedures, and zygote intrafallopian transfer (ZIFT) procedures, and any related prescription medication treatment; embryo transport; donor ovum and semen and related costs, including collection and preparation; voluntary medical termination of pregnancy; any treatment related to infertility and sterilization.
- 15 Treatment arising from or traceable to pregnancy, childbirth, miscarriage, abortion or complications of any of this, including caesarian section. However, this exclusion will not apply to abdominal operation for extra uterine pregnancy (Ectopic Pregnancy), which is proved by submission of Ultra Sonographic Report and Certification by Gynaecologist that it is a life threatening.
- 16 All expenses arising out of any condition directly or indirectly caused to or associated with Human T - Cell Lymph tropic Virus type III (HTLB-III) or Lymphadenopathy Associated Virus (LAV) or Human 5 Immunodeficiency Virus or the Mutants Derivative or Variations Deficiency Syndrome or any Syndrome or condition of a similar kind commonly referred to as AIDS.
- 17 Congenital Internal and /or external illness/disease/defect.
- 18 Charges incurred at Hospital or Nursing Home primarily for diagnostic, X-ray or laboratory examinations not consistent with or incidental to the diagnosis and treatment of the positive existence or presence of any ailment, sickness or injury, for which confinement is required at a Hospital/ Nursing Home.
- 19 Injury or Disease directly or indirectly caused by or contributed to by nuclear weapons/materials.
- 20 Non-Allopathic Treatment.
- 21 Genetic disorders and stem cell implantation/ surgery/ storage.
- 22 Any treatment required arising from Insured's participation in any hazardous activity including but not limited to scuba diving, motor racing, parachuting, hang gliding, rock or mountain climbing etc unless specifically agreed by the Insurance Company.
- 23 Any treatment received in convalescent home, health hydro, nature care clinic or similar establishments.
- 24 Any stay in the hospital for any domestic reason or where no active regular treatment is given by the specialist.

- 25 Hormone replacement therapy, Sex change or treatment which results from or is in any way related to sex change.
- 26 Any treatment including surgery to remove organs from the donor in case of a transplant surgery.
- 27 Treatment for any mental illness or psychiatric illness.
- 28 Any treatment received out of India.

SECTION-IX - Liability

Protection against Your Liability

IX-A Your Legal Liability As a Tenant - Tenants Legal Liability

We will provide cover up to amount specified in schedule if **You** are legally responsible as a tenant for:

1. loss of or damage to the insured premises by any of causes listed in Section-I under "covered accidents" other than Act of God Perils(Earthquake, lightning, subsidence, landslide, rock slide, Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation)
2. accidentally broken fixed glass which forms part of the buildings (including glass in solar-panel units and fixed baths, shower trays, shower screens, bidets, wash basins, splash backs, pedestals, sinks, toilet pans and cisterns) and their fixtures and fittings; or
3. accidental damage to cables or underground pipes providing services to or from the buildings, or septic tanks and drain inspection covers.

We will not cover loss or damage caused by:

wear, tear, settlement or shrinkage, vermin, insects, fungus, the weather, or anything which happens gradually; faulty materials, design or workmanship; building work which involves alterations, renovations, extensions or repairs; or subsidence or heave of the land.

IX-B Workers Compensation

We will indemnify **You** against:

Your legal liability to pay compensation under the Fatal Accidents Act 1855, the Workmen's Compensation Act 1923 or any amendment thereto or under common law in respect of personal injury by accident or disease sustained by your employees as mentioned in the schedule employed by You during the course of employment.

IX-C Public Liability

We will indemnify **You** against:

1. **Your** legal liability to pay **Damages** for civil claims of **Bodily Injury** or **Property Damage** arising out of Your use, ownership or occupation of the **Insured Premises** for solely for the purposes intended and caused by the negligent act, error or omission of **You**, save that no indemnity is available hereunder for any liability that may be incurred under the Public Liability

Insurance Act 1991 or any other statute or law based on no fault or strict liability, or for any civil claim brought by the **You**; and

Specific Exclusions Applicable to Section – IX-C

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

1. any voluntarily assumed liability unless such liability would have attached to **You** in the absence of such agreement;
2. any liability arising out of a deliberate, willful or intentional act, error, omission, or non-compliance with any statutory provision;
3. liability arising out of the ownership, possession or use by or on behalf of **You** or your employee of any motor vehicle or trailer.
4. liability arising out of the ownership, possession or use by or on behalf of **You** or **Your employee** of any watercraft, hovercraft, air- or spacecraft;
5. any interest and/or penalty imposed on **You** on account of **Your** failure to comply with the requirements laid down under the Workmen's Compensation Act 1923 or any amendment thereto;
6. the transmission of any communicable disease or virus;
7. occupation or business, trade or employment.

SECTION-X - Baggage

Accompanied Baggage

We will indemnify **You** and/or **Your Employee** in respect of the accidental loss of, destruction of or damage caused to personal baggage accompanying **You** and/or **Your Employee** or for which **You** or **Your employees** are responsible whilst travelling anywhere in India beyond 25 km radius of the insured premises.

Specific Exclusions Applicable to Section – X

We shall not be liable for and no indemnity is available hereunder in respect of:

1. loss or damage due to cracking scratching or breakage of lens or glass whether part of china marble, gramophone records or otherwise and other articles of a brittle or fragile nature, unless such loss or damage arises from an accident to a vessel, train, or other mechanised vehicle or aircraft by which such baggage is conveyed by **You** and/or **Your Employee**;
2. loss or damage caused by or any process of cleaning, dyeing repairing or restoring to which the baggage is subjected;
3. loss or damage caused by moth, mildew or vermin;
4. loss or damage to any electrical machines, apparatus, fixtures or fittings (including wireless sets, radio, television sets and tape recorders) arising from over running, excessive pressure, short circuiting arcing self heating or leakage or electricity from whatever cause (lightning included);

5. loss or damage caused by mechanical derangement or over winding of watches and clocks;
6. theft from cars except from fully enclosed saloon cars having all the doors, windows and other openings securely locked and properly fastened, and any other security aid properly applied;
7. loss or damage whilst being conveyed by any carrier under contract of affreightment;
8. loss of or damage to **Jewellery** or **Valuables**;
9. loss of or damage to article which did not form part of the **Contents** of the baggage when the journey commenced unless specifically declared and accepted by **Us**;
10. loss or destruction of or damage to baggage of a consumable nature;
11. loss of or damage to carried loose articles such as sticks, straps, umbrellas, sunshades, deck chairs, property in use on the journey or articles of clothing whilst being worn on the person or carried about;
12. loss destruction or damage caused by or arising from the leakage spilling or exploding of liquid, oils or material of a like nature or articles of a dangerous or damaging nature;
13. any tour or travel undertaken within the municipal limits of the village, town or city wherein You and/or Your Family member are permanently resides.
14. loss of cash, cheque, promissory notes or any negotiable instruments, stamps and foreign exchange.

Basis of Loss Settlement to Section – X

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

SECTION-XI – Plate Glass

We will indemnify **You** in respect of any accidental loss of or damage caused to **Plate Glass** at the **Insured Premises** subject to limit of indemnity mentioned in schedule.

In the event of an accepted claim, **We** will also indemnify **You** in respect of the reasonable cost of erecting any temporary boarding necessitated by such loss or damage to **Plate Glass**, and repairing and reinstating Frames and Framework necessitated by such loss or damage to **Plate Glass**, but subject to a maximum payment of Rs.5,000/- for each and every claim.

Specific Exclusions Applicable to Section – XI

We shall not be liable for and no indemnity is available hereunder in respect of loss or damage:

1. occurring during the course of any alteration, removal or repair to the **Plate Glass**;
2. comprising the breakage of lettering unaccompanied by the breakage of or damage to **Plate Glass**;
3. comprising the disfiguration or scratching of or damage to **Plate Glass** other than a fracture extending through the entire thickness of the **Plate Glass**;
4. any **Plate Glass** other than **Plate Glass** of plain and ordinary glazing quality, unless specifically stated otherwise in the **Schedule**;
5. breakage of **Plate Glass** not completely and securely fixed;
6. any consequential damage or losses, whether of a financial or property nature or by reason of personal injury, and any legal liability of **Yours**;
7. loss of or damage that is insured under any other Cover herein;
8. any loss or damage that is the subject of insurance under **Ours** plate glass or other insurance policy.

Basis of Loss Settlement to Section – XI

1. **We** may, in its sole and absolute discretion, repair, replace or reinstate the **Plate Glass** to a condition equivalent to that which existed immediately prior to the insured event as an alternative to making payment to **You**.
2. If **We** opt to make payment to **You**, then the payment will be assessed by reference to the cost of replacing the **Plate Glass** with glass of plain and ordinary glazing quality, unless specifically stated otherwise in the **Schedule**. Where any **Plate Glass** is no longer in production, the payment will be assessed by reference to the latest available price that was being charged by reputable manufacturers for the same or similar Plate Glass.
3. If the value of the **Plate Glass** hereby insured shall at the time of any insured event be collectively of greater value than the **Sum Assured** thereon then **You** shall be considered **Your** own insurer of the difference and shall bear a rateable proportion of the loss or damage. Every item, if more than one, shall be separately subject to this Condition.
4. **You** shall bear a deductible of 5% of the claim amount or Rs.2500/- whichever is higher, in respect of each and every claim.

Section – XII – Money Insurance

Money Insurance

We will indemnify **You** in respect of:

- I. loss by accident or misfortune whilst **Yours'** money is in **Your** 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

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 **Our** liability shall be limited to the amount actually shown by such records not exceeding the amount stated in the Schedule under this section.

Specific Exclusions Applicable to Section – XII

We shall not be liable in respect of:

- a. Loss of money where any employee of You or member of Your 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.
- c. 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.

Section – XIII – Fidelity Guarantee

We will indemnify **You** 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.

Specific Conditions Applicable to Section – XIII

- (a) On the discovery of any act which may give rise or has risen in a claim under this section, **You** 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 **Us** all such proof, information and other evidence (verified by statutory declaration if so required) relating to the claim as **We** may require.
- (b) **You** 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) **Our** liability for 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 **You** and any money which but for the Employee's dishonesty would have been due to the Employee from **You** 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 **You**, not exceeding, however, the amount paid by **You**.
- (e) **You** shall when required by **Us** but at the expense of **Us** 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 **Our** expense give all information and assistance to enable **Us** 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 **We** shall have become liable to pay in respect thereof.
- (f) **We** shall be entitled at its own expense and for its own benefit in the name of **You** to prosecute all claims and exercise all rights of action competent to **You** against the employee in respect of any act against **You** in connection with which it may have made payment under this Policy and **You** shall give to **Us** all such information and assistance as may be reasonable for maintaining such claims or rights.

We 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 **You** or **Your** legal personal representative shall in all cases be an effectual discharge to the Company.

Specific Exclusions Applicable to Section – XII

We shall not be liable in respect of:

1. loss due to loss of potential income, including but not limited to interest and dividends and loss of computer time, not realised by **You** because of loss covered under this Policy;
2. costs, fees and other expenses incurred by **You** in establishing the existence of or amount of loss covered under this Policy, except as may be specially stated to the contrary under Special Condition e of this section under this Policy;
3. damages of any type for which **You** are legally liable, except direct compensatory damages for which **You** are legally liable and arising from a loss covered under this Policy.;
4. the costs of defending any legal proceeding brought against You or the fees, costs or expenses incurred or paid by **You** in prosecuting or defending any legal proceeding whether or not such proceeding results or would result in a loss to the Insured covered by this Policy;
5. loss, or that part of any loss, as the case may be the proof of which either as to its existence or as to its amount, is dependent upon an inventory computation or profit and loss computation alone;
6. loss caused by any Employee who, at the time of committing any fraudulent or dishonest acts (as Insured hereunder) controls more than five percent of the issued share capital of the Insured company or of any Subsidiary of the Insured company;
7. loss caused by any broker, factor commission, consignee, contractor or other agent or representative of the same general character;
8. loss caused by any Employee from and after the time that the Insured or any partner or officer thereof not in collusion with such Employee shall have knowledge or information that such Employee has committed any dishonest or fraudulent act whether such act be committed any (a) after the date of employment by the Insured or, (b) prior to the date of employment by the Insured.
9. any liability in respect of any loss or claim (a) arising out of or in connection with any circumstances or occurrences which have been notified to any insurer on any other policy of insurance effected prior to the inception of this Policy;(b) arising out

- of or in connection with any circumstances or occurrences known to **You** prior to the inception of this Policy; and
10. loss due to loss of and /or damage to proprietary information, trade secrets, confidential processing methods or other confidential information of any kind. In any claim, and in any action, suit or other proceeding to enforce a claim under this Policy for loss, the burden of proving that such loss does not fall within this Exclusion shall be upon **You**.

Basis of Loss Settlement to Section – XIII

We may, with the consent of **You** settle any claim for loss of property with the owner thereof. Any property for which **We** have made an indemnification shall become the property **Ours**.

We may, at **our** discretion, pay the actual cash value or make repairs to or replacements of such property. If **We** and **You** cannot agree upon such cash value or such cost of repairs or replacements, such cash value or such cost shall be determined by arbitration

Section – XIV - Pedal Cycle

We will indemnify **You** against:

1. the repair or replacement costs in respect of the Pedal Cycle caused by any unforeseen and sudden physical loss (except a cause specifically excluded), provided that **Our** liability in respect of any one Pedal Cycle in any one **Policy Period** will not individually or in the aggregate exceed the sub-limit of the **Sum Assured** set against such item in the **Schedule**, and
2. all sums that **You** may become legally liable to pay as litigation expenses (defence costs if incurred with **Our** prior written consent and, if ordered, claimant's costs) and compensation in respect of accidental damage to property in which **You** have no interest, or accidental death of or bodily injury to persons other than **You, Your Family** or employee arising out of an accident happening through or in connection with the Pedal Cycle, subject to a limit of Rs.30,000/- for any and all claims in any one **Policy Period**.

Specific Exclusions Applicable to Section – XIV

We shall not be liable for and no indemnity is available hereunder in respect of:

1. any accident, loss damage or liability caused by or through or in connection with the use of any Pedal Cycle for hire or reward or outside India;
2. damage caused by over loading, strain or mechanical breakdown;
3. loss of or damage to accessories by theft unless the Pedal Cycle is stolen at the same time;
4. loss, damage or liability occurring whilst the Pedal Cycle is being used for competition, racing or pace making.

Basis of Loss Settlement to Section – XIV

1. Where the Pedal Cycle can reasonably be repaired or reinstated at a cost less than the replacement cost then, **We** will indemnify **You** in respect of the expenses necessarily incurred to restore such item to its state immediately prior to the happening of the insured event.
2. In the case of a total loss, **We** shall indemnify **You** in respect of the replacement costs up to the sub-limit of the **Sum Assured** set against such item in the **Schedule**.
3. **You** shall bear the first 1% or Rs.50/- (whichever is higher) of the **Sum Assured** in respect of each and every claim.

Special Condition applicable to Section – XIV

If left unattended, the Pedal Cycle must be properly locked and secured.

Section – XV Neon Sign / Glow Sign

We will indemnify **You** in respect of loss or damage to Neon sign/glow sign, belonging to **You** 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 **We** shall not be liable in respect of each and every claim for the first Rs.1000/- provided that **Our** liability in respect of any loss or all losses in any one Period of Insurance is limited to the sum set against in the Schedule.

Specific Exclusions Applicable to Section – XV

We 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.

EXCLUSIONS APPLICABLE TO ALL SECTIONS

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

1. Loss, destruction or damage caused by war, invasion, act of foreign enemy hostilities or war like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.

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.

2. Loss or damage caused by depreciation or wear and tear.

3. Consequential loss or liability of any kind or description except for Section II Business Interruption.
4. Loss, destruction or damage directly or indirectly caused to the property insured by
 - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - b) the radio active toxic, explosives or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

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

 - a. pollution or contamination which itself results from a peril hereby insured against.
 - b. any peril hereby insured against which itself results from pollution or contamination
5. Terrorism Damage Exclusion Warranty : Notwithstanding any provision to the contrary within this insurance it is agreed that this insurance excludes loss, damage cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

The warranty also excludes loss, damage, cost or 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**.

GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS

1 Due Observance

The due observance of and compliance with the terms, provisions, warranties and conditions of this **Policy** insofar as they relate to anything to be done or complied with by **You** and/or **Your Family** shall be a condition precedent to any liability of **Us** under this **Policy**.

2 Reasonable Care

You shall:

- 2.1 take all reasonable steps to safeguard the **Contents** and the **Insured Premises** against any insured event;
- 2.2 take all reasonable steps to prevent a claim from arising under this **Policy**;

- 2.3 ensure that any security system or aid is maintained in accordance with any maintenance schedule or recommendations of the manufacturer or if none then as may be required, and kept in good and effective working condition;
- 2.4 when the **Insured Premises** are left unattended ensure that all means of entry to or exit from the **Insured Premises** have been properly and safely secured and any security system or aid has been properly deployed.

3 **Duties and Obligations after Occurrence of an Insured Event**

It is a condition precedent to **Our** liability under this **Policy** that, upon the happening of any event giving rise to or likely to give rise to a claim under this **Policy**:

- 3.1 **You** shall immediately and in any event within 7 days give written notice of the same to the address shown in the **Schedule** for this purpose, and in case of notification of an event likely to give rise to a claim to specify the grounds for such belief, and
- 3.2 in respect any claim under the Cover, immediately lodge a complaint with the police detailing the items lost and/or damaged and in respect of which **You** intend to claim, and provide a copy of that written complaint, the First Information Report and/or Final Report to **Us**, and
- 3.3 **You** shall within 30 days deliver to **Us** its completed claim form detailing the loss or damage that has occurred and an estimate of the quantum of any claim along with all documentation required to support and substantiate the amount sought from **Us**, and
- 3.4 **You** shall expeditiously provide **Us** and its representatives and appointees with all the information, assistance, records and documentation that they might reasonably require, and
- 3.5 **You** shall not admit liability or settle or make or promise any payment in respect of any claim which may be the subject of indemnity hereunder, or incur any costs or expenses in connection therewith, without the written consent of **Us** which shall be entitled to take over and conduct in the name of **You** the defence and/or settlement of any such claim, for which purpose **You** shall give all the information and assistance that **We** may reasonably require.

4 **Contribution**

If, at the time of any Claim, there is, or but for the existence of this **Policy**, would be any other policy of indemnity or insurance in favour of or effected by or on behalf of **Us** applicable to such claim, the then **We** shall not be liable to pay or contribute more than its rateable proportion of any loss or damage. This condition is not applicable for Section VII and Section VIII which are benefit payment section.

5 **Subrogation**

You and any claimant under this **Policy** shall at the expense of **Us** 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 civil or criminal rights and remedies or obtaining relief or indemnity from other parties to which **We** shall be or would become entitled or subrogated upon **Us** paying for or making good any loss or damage under this **Policy** whether such acts and things shall be or become

necessary or required before or after **Your** indemnification by **Us**. This condition is not applicable for Section VII and Section VIII which are benefit payment section.

6 Fraud

If **You** or any claimant under this **Policy** shall make or advance any claim knowing the same to be false or fraudulent as regards amount or otherwise, this **Policy** shall be void and all claims or payments hereunder shall be forfeited.

7 Cancellation

7.1 This **Policy** may be cancelled by or on behalf of **Us** by giving **You** at least 15 days written notice and in such event **We** shall refund to **You** a pro-rata premium for the unexpired Policy Period. For the avoidance of doubt, **We** shall remain liable for any claim that was made prior to the date upon which this insurance is cancelled

7.2 This **Policy** may be cancelled by **You** at any time by giving at least 15 days written notice to **Us**. **We** will refund a premium on a short period basis as per the scale given below. No refund of premium shall be due on cancellation if the **Insured** has made a claim under this **Policy**.

For a period not exceeding	15 days	10% of the Annual rate
-do-	1 month	15% of the Annual rate
-do-	2 months	30% of the Annual rate
-do-	3 months	40% of the Annual rate
-do-	4 months	50% of the Annual rate
-do-	5 months	60% of the Annual rate
-do-	6 months	70% of the Annual rate
-do-	7 months	75% of the Annual rate
-do-	8 months	80% of the Annual rate
-do-	9 months	85% of the Annual rate
For a period exceeding	9 months	The full Annual rate
N.B.: Extension of short period policy(ies) shall not be permitted..		

8 Dispute Resolution

8.1 If any dispute or difference shall arise as to the quantum to be paid under this policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as hereinbefore provided, if the Company has disputed or not accepted liability under or in respect of this policy.

- 8.2 The applicable law in and of the arbitration shall be Indian law.
- 8.3 The expenses of the arbitrator shall be shared between the parties equally and such expenses along with all reasonable costs in the conduct of the arbitration shall be awarded by the arbitrator to the successful party, or where no party can be said to have been wholly successful, to such party, as substantially succeeded.
- 8.4 It is agreed condition precedent to any right of action or suit upon this **Policy** that an award by such arbitrator or arbitrators shall be first obtained.
- 8.5 In the event that these arbitration provisions shall be held to be invalid then all such disputes shall be referred to the exclusive jurisdiction of the Indian Courts.

9 **Notices**

- 9.1 Any and all notices and declarations for the attention of **Us** shall be submitted in writing and shall be delivered to the address specified in the **Schedule**.
- 9.2 Any and all notices and declarations for the attention of **You** shall be posted to **Your** address stated in the **Schedule**.

10 **Governing Law**

The construction, interpretation and meaning of the provisions of this **Policy** shall be determined in accordance with Indian law. The section headings of this **Policy** are included for descriptive purposes only and do not form part of this **Policy** for the purpose of its construction or interpretation.

11 **Entire Contract**

The **Policy** constitutes the complete contract of insurance. No change or alteration in this **Policy** shall be valid or effective unless approved in writing by **Us**, which approval shall be evidenced by an endorsement on the **Policy**.

12 **Territorial Limits**

This **Policy** covers insured events arising during the **Policy Period** within India. **Our** liability to make any payment shall be to make payment within India and in Indian Rupees only.

13 **Reinstatement after settlement of a claim**

All sums which may from time to time be paid by way of indemnity under this Policy in any one Period of Insurance shall be accounted in diminution of the Total Sum Insured so that in case of any subsequent event giving rise to a claim occurring during the same period the total amount payable during that period by the Company shall not in any case exceed the Total Sum Insured. In the event of the property lost, destroyed or damaged being replaced by other property, the Company will at the Insured's request extend this insurance by endorsement to include such property upon payment of the appropriate pro-rata additional premium.

14 Renewal Clause

This Policy may be renewed by mutual consent every year and in such event, the renewal premium shall be paid to US on or before the date of expiry of the Policy or of the subsequent renewal thereof. However WE shall not be bound to give notice that such renewal premium is due.

For Reference

Dear Customer,

Welcome to Future Generali India Insurance Company Ltd. and thank you for reposing faith in us.

Please read your Policy & Schedule carefully to ensure that the coverage under the Policy meets your needs and is in tune with your proposal.

In view of our commitment to provide you with the best services, we would like to inform you that if you have any queries or clarifications under your Policy, please get in touch with our local office at the address mentioned in the Policy. Kindly quote your policy number in all communication with us. This will help us to deal with the matter faster. In case of non-availability of the policy number, we request you to contact our Insurance advisor or our local Office for the same.

Our endeavour would be to resolve your queries at the first instance itself. But if you feel that the matter was not handled to your satisfaction, we request you to get in touch with our Customer Service Cell at the below mentioned address-

Customer Service Cell

Future Generali India Insurance Company Ltd.

Corporate Office: - 001, Trade Plaza, 414 Veer Savarkar Marg, Prabhadevi, Mumbai - 400 025.

Email – care@futuregenerali.in

Telephone- 022 4097 6655

It is our commitment to resolve your queries at the earliest.

The Insurance Ombudsman is an organisation set up by the IRDA to address grievances that are not settled to your satisfaction. Below mentioned are the addresses of these offices that you may get in touch with-

Ombudsman Offices	
Areas of Jurisdiction	Addresses of the Ombudsman Offices
State of Gujarat and Union Territories of Dadra & Nagar Haveli and Daman and Diu.	AHMEDABAD 2 nd Floor, Shree Jayshree Ambica Chambers, Nr. C U Shah College, 5, Navyug Colony, Ashram Road, AHMEDABAD-380014 Tel: 27546150, Fax: 079-27546142 Email: insombalhd@rdiffmail.com
States of Madhya Pradesh and Chattisgarh.	BHOPAL 1 st Floor, 117, Zone II (Above D M Motors Pvt. Ltd.), Maharana Pratap Nagar, BHOPAL-462 011 Tel: 2578100, 2578102, 2578103, Fax: 0755-2578103 Email: insombmp@satyam.net.in
State of Orissa.	BHUBANESWAR 62, Forst Park, BHUBANESWAR-751 009. Tel: 2535220, Fax: 0674-2531607 Email: susantamishra@yahoo.com, ioobbsr@vsnl.net
States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union territory of Chandigarh.	CHANDIGARH S.C.O No.101,102 & 103, 2 nd Floor, Batra Building, Sector 17 D, CHANDIGARH-160 017 Tel: 2706196 EPBX:0172-2706468 Fax: 0172-2708274
State of Tamil Nadu and Union Territories - Pondicherry Town and Karaikal (which are part of Union	CHENNAI Fatima Akhtar Court , 4 th Floor, 453 (Old 312) Anna Salai, Teynampet, CHENNAI-600 018

Territory of Pondicherry).	Tel: 24333678, 24333668, 24335284 Fax: 044-24333664 Email:insombud@md4.vsnl.net.in
States of Delhi and Rajasthan.	DELHI 2/2 A, Universal Insurance Bldg, Asaf Ali Road, NEW DELHI-110 002 Tel: 23239611, Fax: 011-23230858 Email: insombudsmandel@netcracker.com
States of Andhra Pradesh, Karnataka and Union Territory of Yanam - a part of the Union Territory of Pondicherry.	HYDERABAD 6-2-46, Yeturu Towers, Lane Opp. Saleem Function Palace, A C Guards, Lakdi-Ka-Pool, HYDERABAD-500 004 Tel: 55574325, Fax:040-23376599 Email:insombud@hd2.vsnl.net.in
State of Kerela and Union Territory of (a) Lakshadweep (b) Mahe-a part of Union Territory of Pondicherry.	KOCHI 2 nd Floor, CC 27/2603 Pulinat Bldg, Opp. Cochin Shipyard, M G Road, ERNAKULAM-682 015 Tel: 2373334, 2350959, Fax:0484-2373336 Email:insuranceombudsmankochi@hclinfinet.com
States of West Bengal, Bihar, Sikkim, Jharkhand and Union Territories of Andaman and Nicobar Islands.	KOLKATTA North British Building 29, N S Road, 3 rd Floor, KOLKATTA-700 001 Tel: 22212666, 22212669, Fax:033-22212668
States of Uttar Pradesh and Uttaranchal.	LUCKNOW Jeevan Bhavan, Phase 2, 6 th floor, Nawal Kishore Road, Hazaratganj, LUCKNOW-226001 Tel: 0522-2201188, 2231330, 2231331 Fax:0522-2231310 E-mail: ioblko@sancharnet.in
States of Maharashtra and Goa.	MUMBAI 3 rd Floor, Jeevan Seva Annexe (above MTNL), S V Road, Santacruz (W), Mumbai-400 054 Tel: 26106889, EPBX:022-26106889 Fax:022-26106052, 26106980 Email:ombudsman.i@hclinfinet.com
States of Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.	GUWAHATI Aquarius Bhaskar Nagar, R G Baruah Road, GUWAHATI 781 021 Tel: 2413525 EPBX:0361-2415430 Fax: 0361-2414051

Address and contact number of Governing Body of Insurance Council

Secretary General
Governing Body of Insurance Council
Jeevan Seva Annexe, 3rd Floor (Above MTNT)
S. V. Road, Santacruz (W)
Mumbai – 400 054
Tel: 022-6106889
Fax: 022-6106980, 6106052
Email: inscoun@vsnl.net