

## **L&T GENERAL INSURANCE COMPANY LIMITED**

### **SME Non Industrial Pre-Underwritten Product my:business Insurance Package (Retail Establishment/ Commercial Establishment/ Hospitality & Leisure/ Educational Institution Insurance Package) Policy**

**POLICY NUMBER -----**

#### **NOTES:**

This Insurance Contract is established on the basis of the declarations and representations made and documents furnished (including the Proposal Form) by the Insured and Insured's agent(s) to the Company, all of which constitute an integral part of this Contract of Insurance.

Combined with the General Terms & Conditions in the document annexed and the Policy Schedule this Contract contains the full insurance Definitions, Terms, Conditions and Exclusions. Please read the document carefully and keep it safe. This Policy (and the General Terms & Conditions document and the Policy Schedule which form an integral part of the Policy) is a legal contract. Please examine it thoroughly to ensure it meets your requirements. If it does not, please advise the Company immediately.

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Contract shall become void and all rights hereunder shall be forfeited.

#### **PREAMBLE**

The Policy consists of

- (i) the Policy wordings;
- (ii) the General Terms & Conditions (embodied in document annexed hereto) which form an integral part of the Policy;
- (iii) each endorsement issued by the Company and attached and intended to be attached to the Policy or intended by the Company to form part of the Policy; and
- (iv) the Policy Schedule.

The Policy wordings, the General Terms & Conditions, the Schedule and any endorsement shall be read together and any word or expression to which a specific meaning has been attached to any one of them shall bear such meaning, wherever it appears unless otherwise, expressly, stated elsewhere in the Policy.

PROVIDED that the Special Conditions mentioned in the relevant Sections of this Policy shall override the General Terms & Conditions to the extent of any duplication or contradiction.

#### **OPERATIVE CLAUSE**

Upon receipt of written proposal and declaration along with premium from the Insured (as named in the Schedule), L&T General Insurance Co. Ltd. (hereinafter called "the Company") agrees (subject to the terms, conditions and exclusions mentioned in each of the compulsory and relevant optional Sections opted by the Insured and agreed to be insured by the Company and subject further to the General Terms & Conditions annexed hereto or endorsed or otherwise expressed hereon which shall so far as the nature of them respectively will permit to be deemed to be conditions precedent to the right of the

Insured/insured Person to recover hereunder) that if any of the property insured be accidentally, physically lost, destroyed or damaged and/or if any Insured/Insured Person suffers from an indemnifiable cause other than by an excluded cause during the period of insurance or any subsequent period for which the Insured shall have paid and the Company shall have accepted the premium required for the renewal of this Policy, the Company will indemnify/pay to the Insured/Insured Person or his/her nominee or legal representatives, as the case may be, the within the Sum Insured/Limits and Benefits as agreed to be covered by the Company and set out in the Schedule attached hereto.

## **GROUP 1 – (COMPRISING COMPULSORY SECTIONS 1 – 3)**

### **SECTION 1 – STANDARD FIRE & SPECIAL PERILS**

The Company agrees, (subject to the Exclusions and Special Conditions contained herein or endorsed or otherwise expressed hereon) that if after payment of the premium the property insured described in the Schedule or any part of such property be destroyed or damaged by any of the perils specified hereunder during the period of insurance named in the Schedule, the Company shall pay to the Insured the value of the property at the time of the happening of its destruction or the amount of such damage or at its option reinstate or replace such property or any part thereof :

#### **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 or damage

- a) to boilers (other than domestic boilers), economizers 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.

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

**6 Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Hailstorm, Flood and Inundation**

Loss, destruction or damage directly caused by Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Hailstorm, Flood or Inundation..

**7 Impact Damage**

Loss of or visible physical destruction or damage caused to 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 Landslide/ Rock slide excluding:

- a) Normal cracking, settlement or bedding down of new structures
- b) 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 ground works 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)**

### **EXCLUSIONS**

This Section does not cover

1. Excess: 5% of the claim amount subject to a minimum of Rs.10,000/- for each and every loss.
2. Loss, destruction or damage caused to the property insured, 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.
3. Loss, destruction or damage to bullion or unset precious stones, any curios or works of art for an amount exceeding Rs.10,000/-, goods held in trust or commission, manuscripts, plans, drawings, securities, obligations or documents of any kind, stamps, coins or paper money, cheques, books of accounts or other business books, computer system records, explosives, unless otherwise expressly stated in the Policy.
4. Loss, destruction or damage to the stocks in Cold Storage premises caused by change of temperature.
5. 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.
6. 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.
7. 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.
8. Loss by theft during or after the occurrence of any insured peril except as provided under Riot, Strike, Malicious and Terrorism Damage cover.
9. Any loss or damage occasioned by or through or in consequence directly or indirectly due to volcanic eruption or other convulsions of nature (except Earthquake-Fire and Shock Peril)

10. Loss or damage to property insured if removed to any building or place other than in which it is herein stated to be insured, except machinery and equipment temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding 60 days.

#### **SPECIAL CONDITIONS:**

1. All insurances under this Section shall cease on expiry of seven days from the date of fall or displacement of any building or part thereof or of the whole or any part of any range of buildings or of any structure of which such building forms part.

PROVIDED such a fall or displacement is not caused by insured perils, loss or damage which is covered by this Section or would be covered if such building, range of buildings or structure were insured under this Section.

Notwithstanding the above, the Company subject to an express notice being given as soon as possible but not later than seven days of any such fall or displacement may agree to continue the insurance subject to revised rates, terms and conditions as may be decided by it and confirmed in writing to this effect.

2. The insurance under this Section, does not cover any loss or damage to property which, at the time of the happening of such loss or damage, is insured by or would, but for the existence of this Policy, be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected.
3. If the Company at its option, reinstate or replace the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or join with any other company or insurer(s) in so doing, the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage nor more than the Sum Insured by the Company thereon. If the Company so elect to reinstate or replace any property the Insured shall at his own expense furnish the Company with such plans, specifications, measurements, quantities and such other particulars as the Company may require, and no acts done, or caused to be done, by the Company with a view to reinstatement or replacement shall be deemed an election by the Company to reinstate or replace.

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

4. If the property hereby insured shall at the breaking out of any fire or at the commencement of any destruction of or damage to the property by any other peril hereby insured against be collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a ratable proportion of the loss accordingly. Every item, if more than one, covered under this Section shall be separately subject to this condition subject to the foregoing provision.

Provided however that if the said Sum Insured in respect of such item(s) of the Schedule shall not be less than 90% (ninty percent) of the value of the item(s) thereat, this condition shall be of no purpose and effect.

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

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

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

**6. Reinstatement Value Clause (Applicable only to Building, Machinery, Furniture, Fixtures & Fittings)**

It is hereby declared and agreed that in the event of the property insured within the Policy being destroyed or damaged, the basis upon which the amount payable under (each of the said items of) the Policy is to be calculated shall be cost of replacing or reinstating on the same site or any other site with property of the same kind or type but not superior to or more extensive than the insured property when new as on date of the loss, subject to the following provisions

- a. The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable dispatch and in any case must be completed within 12 months after the destruction or damage or within such further time as the Company may in writing allow, otherwise no payment beyond the amount which would have been payable under the Policy shall be made.
- b. Until expenditure has been incurred by the Insured in replacing or reinstating the property destroyed or damaged the Company shall not be liable for any payment in excess of the amount which would have been payable under the Policy.
- c. If at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the property covered had been destroyed, exceeds the Sum Insured thereon or at the commencement of any destruction or damage to such property by any of the perils insured against by the Policy, then the Insured shall be considered as being his own insurer for the excess and shall bear a ratable proportion of the loss accordingly. Each item of the Policy (if more than one) to which this Clause applies shall be separately subject to the foregoing provision.
- d. (i) This Clause shall be without force or effect if the Insured fails to intimate to the Company within 6 months from the date of destruction or damage or such further time as the Company may in writing allow his intention to replace or reinstate the property destroyed or damaged.  
(ii) The Insured is unable or unwilling to replace or reinstate the property destroyed or damaged on the same or another site.

## **7 Local Authorities**

The Policy is extended to cover additional cost of reinstatement solely by reason of the necessity to comply with the regulations of local authority.

The Policy covers such additional cost of reinstatement of the destroyed or damaged property hereby insured as may be incurred solely by reason of the necessity to comply with the Building or other Regulations under or framed in pursuance of any Act of Parliament or with Bye-laws of any Municipal or Local authority provided that

- 1) The amount recoverable under this extension shall not include:
  - a) The cost incurred in complying with any of the aforesaid Regulations or Bye-laws.
    - i) In respect of destruction or damage occurring prior to the granting of this extension,
    - ii) In respect of destruction or damage not insured by the Policy,
    - iii) Under which notice has been served upon the Insured prior to the happening of the destruction of damage,
    - iv) In respect of undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from the insurance by this policy) of that portion of the property destroyed or damaged,
  - b) The additional cost that would have been required to make good the property damaged or destroyed to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations of Bye-laws not arisen.
  - c) The amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid Regulations or Bye-laws.
- 2) The work of reinstatement must be commenced and carried out with reasonable dispatch and in any case must be completed within twelve months after the destruction or damage or within such further time as the Company may (during the said twelve months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid Regulations or Bye-laws so necessitate) subject to the liability of the Company under this extension not being thereby increased.
- 3) If the liability of the Company under (any item of) the Policy apart from this Clause shall be reduced by the application of any of the terms and conditions of the Policy then the liability of the Company under this extension (in respect of any such item) shall be reduced in like proportion.
- 4) The total amount recoverable under any item of the Policy shall not exceed the Sum Insured thereby.
- 5) All the conditions of the Policy except in so far as they may be hereby expressly varied shall apply as if they had been incorporated herein.

## **8. Terrorism Damage Cover Endorsement (Material Damage only)**

### **INSURING CLAUSE**

Subject otherwise to the terms, exclusions, provisions and conditions contained in the Policy and in consideration of the payment by the Insured to the Company of additional premium as stated in the Schedule, it is hereby agreed and declared that notwithstanding anything stated in the 'Terrorism Risk Exclusion' of this Policy to the contrary, this Policy is extended to cover physical loss or physical damage occurring during the period of this Policy caused by an act of terrorism, subject to the exclusions, limits and excess described hereinafter.

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

This cover also includes loss, damage, cost or expense directly caused by, resulting from or in connection with any action taken in suppressing, controlling, preventing or minimizing the consequences of an act of terrorism by the duly empowered government or Military Authority.

Provided that If the Insured is eligible for indemnity under any government compensation plan or other similar scheme in respect of the damage described above, this Policy shall be excess of any recovery due from such plan or scheme.

For the purpose of the aforesaid inclusion clause, "Military Authority" shall mean armed forces, para military forces, police or any other authority constituted by the government for maintaining law and order.

### **LOSSES EXCLUDED**

This cover shall not indemnify loss of or damage to property caused by any or all of the following:-

1. loss by seizure or legal or illegal occupation;
2. loss or damage caused by:
  - (i) voluntary abandonment or vacation,
  - (ii) confiscation, commandeering, nationalisation, requisition, detention, embargo, quarantine, or any result of any order of public or government authority, which deprives the Insured of the use or value of its property;
3. loss or damage arising from acts of contraband or illegal transportation or illegal trade;
4. loss or damage directly or indirectly arising from or in consequence of the seepage and or discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment;



5. loss or damage arising directly or indirectly from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind;
6. loss or damage arising directly or indirectly from or in consequence of asbestos emission, release, discharge, dispersal or escape or asbestos exposure of any kind;
7. any fine, levy, duty, interest or penalty or cost or compensation/damages and/or other assessment which is incurred by the Insured or which is imposed by any court, government agency, public or civil authority or any other person;
8. loss or damage by electronic means including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon. This exclusion shall not operate to exclude losses (which would otherwise be covered under this Policy) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile;
9. loss or damage caused by vandals or other persons acting maliciously or by way of protest or strikes, labour unrest, riots or civil commotion;
10. loss or increased cost occasioned by any public or government or local or civil authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any property insured hereunder;
11. any consequential loss or damage, loss of use, delay or loss of markets, loss of income, depreciation, reduction in functionality, or increased cost of working;
12. loss or damage caused by factors including but not limited to cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service;
13. loss or increased cost as a result of threat or hoax;
14. loss or damage caused by or arising out of burglary, house - breaking, looting, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any action taken in respect of an act of terrorism;
15. loss or damage caused by mysterious disappearance or unexplained loss;
16. loss or damage directly or indirectly caused by mould, mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health;
17. total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.

#### LIMIT OF INDEMNITY

The limit of indemnity under this cover shall not exceed the Total Sum Insured given in the Policy Schedule. In respect of several insurance policies within the same compound/location with one or different insurers, the maximum aggregate loss payable per compound/location by any one or all insurers shall be INR 10,000,000,000. If the actual aggregate loss suffered at one compound/location is more than INR 10,000,000,000, the amounts payable under individual policies shall be reduced in proportion to the sum insured of the policies.

#### EXCESS

0.5% of the sum insured for each and every claim subject to –

- i. a minimum of INR 100,000 and a maximum of INR 100,000,000 (for industrial risks)
- ii. a minimum of INR 25,000 and maximum of INR 1,000,000/- (for non-industrial risks) / a minimum of INR 10,000 and maximum of INR 500,000 (for shops and residences)

## **SECTION 2- BURGLARY & HOUSEBREAKING**

The Company agrees to indemnify the Insured against any loss of or damage to the:

- (a) property insured or any part thereof whilst contained in the premises described in the Schedule hereto due to Burglary and/or House-breaking (following upon an actual forcible and violent entry to and/or exit from the premises) or Hold-up,
- (b) building and/or appurtenances thereto resulting from such Burglary and/or Housebreaking or any attempt thereat,

occurring at any time during the Period of Insurance stated in the Schedule or during any subsequent period for which the Insured pays and the Company may accept the premium for the renewal of this Policy.

Provided always that the liability of the Company shall in no case exceed the sum insured (up to Plan 4) and first loss Sum Insured (from Plan 5 onwards) as stated in the Schedule.

### **EXCLUSIONS:**

The Company shall not be liable under this Section in respect of:

1. Excess: 5% of the claim amount subject to a minimum of Rs.5,000/- for each and every loss.
2. Gold or silver articles, watches, jewellery or precious stones, medals, coins, curios, sculptures, manuscripts, rare books, plans, moulds, designs, deeds, bonds, bills of exchange, bank, treasury or promissory notes, cheques, money, securities, stamps, collections of stamps, business books or papers unless specifically insured under this Section.
3. Loss occasioned by theft not involving actual forcible and violent entry of and/or exit from the premises or in respect of mysterious disappearance, unexplained loss, loss or shortage disclosed on taking inventory.
4. Loss or damage where any inmate or member of the Insured's household or of his business staff or any other person lawfully on the premises in the course of the business is involved in the actual theft or damage to any of the articles or premises or where such loss or damage has been expedited or any way assisted or brought about by any such person or persons.
5. Loss or damage which is recoverable under any property insurance policy.
6. (a) Loss or damage directly or indirectly, proximately or remotely occasioned by or which arises out of or in connection with riot or strike and malicious damage,  
(b) Loss or damage directly or indirectly caused by earthquake, flood, storm, cyclone or other convulsions of nature or atmospheric disturbances.  
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.
7. Loss of money and / or other property abstracted from any safe on the insured premises following the use of the key or a duplicate thereof / access code to the said safe belonging to the Insured,

unless such key / duplicate thereof / access code has been obtained by assault or violence or any threat thereof.

8. Property kept in any yard, garden, open spaces or out-house not communicating with the main building unless specifically agreed to by the Company and incorporated in the Policy.

#### **SPECIAL CONDITIONS:**

- 1) **Reinstatement of Sum Insured:** Immediately upon the happening of any loss or damage as described in this Section, the total Sum Insured and the Sums Insured upon the various items of the property insured which have been lost or damaged, shall be reduced by the amount of such loss or damage and such reduced Sums Insured shall be the limit of the Company's liability during the current Period of Insurance unless the Company consents, upon payment of additional premium, to reinstate the full Sum Insured.
- 2) **Locked Vehicle Warranty:** It is warranted by the Insured that any vehicle in which the property insured is carried is equipped with a fully enclosed metal body or compartment, and the Company shall be liable in case of loss by theft from an unattended vehicle only as a direct result of actual forcible and violent entry (of which there shall be visible evidence) into such body or compartment the doors and windows of which shall have been securely locked.
- 3) **Maintenance of books and keys:** The Insured shall keep a daily record of the amount of cash contained in the safe or strong room and such record shall be deposited in a secure place other than the said safe or strong room, and produced as documentary evidence in support of a claim under this Section. The keys of the safe or strong room shall not be left on the premises out of business hours unless the premises are occupied by the Insured or any authorized employee of the Insured in which case such keys if left on the premises shall be deposited in a secure place not in the vicinity of the safe or strong room.
- 4) **First Loss Condition of Partial Average:** The Company's maximum liability will be restricted to the First Loss Sum Insured mentioned in the Schedule.

If the property hereby insured shall at the time of any loss or damage be collectively of greater value than the Sum Insured shown in the Schedule under Section I of the Policy then the Insured shall be considered as being his own insurer for the difference, and shall bear a ratable proportion of the loss or damage accordingly. Every item, if more than one, in the Policy, shall be separately subject to this condition.

- 5) It is a condition precedent to the Company's liability that the Insured shall take all reasonable steps to safeguard the property, including but not limited to:
  - a. Keeping any key or numerical code required to gain access to a safe stored securely and away from public access at all times.
  - b. Ensuring that all locks, bolts, security systems or protective are properly and regularly maintained (at least in accordance with the recommendations of the manufacturer or supplier).
  - c. Ensuring that all locks, bolts, security systems or protective aids are affected whenever practicable during normal business hours and at all times outside of normal business hours.

- d. Ensuring that outside of normal business hours all means of entry to or exit from the premises or any safe or strong room in the premises have been properly secured.
- 6) The Insured shall report the actual or attempted Burglary or Hold up to the Police within 24 hours of its discovery and a FIR shall be first obtained.
- 7) The cover under this Section shall cease to attach if the premises shall have been left uninhabited by day and night for seven or more consecutive days and nights, while the premises are left uninhabited.

### SECTION 3 - PUBLIC LIABILITY INSURANCE

The Company will indemnify the Insured against their legal liability to pay compensation including Claimant's costs, fees and expenses anywhere in India, in accordance with Indian Law.

The Insured is indemnified for claims made against him for and / or arising out of Injury and / or Damage to third party, but only against claims arising out of or in connection with the business specified in the Schedule occurring in the Insured Premises during the period of insurance and first made in writing against the Insured and notified to the Company during the Policy period.

#### DEFINITIONS:

For the purpose of determining the indemnity granted

- (a) 'Damage' means actual and/or physical damage to tangible property.
- (b) 'Injury' means bodily or mental injury, illness or disease including death resulting there from of or to any person who is not an employee.
- (c) 'Product' means any tangible property after it has left the custody or control of the Insured, which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the Insured but shall not mean food and beverages supplied by or on behalf of the Insured primarily to the Insured's employees as a staff benefit.
- (d) 'Premises' for the purpose of this Section only, shall be deemed to include pipelines running outside the premises for discharge of treated effluents at a disposal point situated within a distance of one kilometer from the premises.
- (e) 'Claim' means receipt of any written or verbal notice of demand for compensation made by or on behalf of a third party against the Insured, and/or any suit, claim, petition, writ, statement of claim, claim form, summons, application or other originating legal or arbitral process, cross-claim, counterclaim or third or similar party notice served upon the Insured or any circumstances that may reasonably be expected to give rise to any of the foregoing.

#### EXCLUSIONS:

This Section does not cover liability:

- 1. Excess: 5% of the claim amount subject to a minimum of Rs.5,000/- for each and every claim. assumed by the Insured by agreement and which would not have attached in the absence of such agreement
- 2. arising out of earthquake, earth-tremor, volcanic eruption, flood, storm, tempest, typhoon, hurricane, tornado, cyclone or other similar convulsions of nature and atmospheric disturbance
- 3. arising out of deliberate, willful or intentional non-compliance of any statutory provision
- 4. arising out of loss of pure financial nature such as loss of goodwill, loss of market, etc.

- 5 (a) arising out of all personal injuries such as libel, slander, false arrest, wrongful eviction, wrongful detention, defamation etc. and mental injury, anguish, or shock resulting there from  
(b) infringement of plans, copy-right, patent, trade name, trade mark, registered design
- 6 arising out of fines, penalties, punitive or exemplary damages or any other damages resulting from the multiplication of compensatory damages
- 7 the ownership, possession or use by or on behalf of the Insured of any motor vehicle or trailer for which compulsory insurance is required by legislation other than:
  - (a) claims caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer
  - (b) claims arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer
  - (c) claims for damage to any bridge, weigh bridge, road or anything beneath caused by the weight of any motor vehicle or trailer or of the load carried therein.
- 8 liability arising out of Products
- 9 the use, misuse or recall of Products
- 10 the cost of performing, completing, correcting or improving any work done by the Insured
- 11 loss or damage to property (including land) which arises because of vibration to, or the removal from or weakening of support to, any land or buildings
- 12 the ownership, possession or use by or on behalf of the Insured of any aircraft, watercraft or hovercraft other than watercraft not exceeding fifteen meters in length and then only whilst on inland waterways.
- 13 damage to property owned leased or hired or under hire-purchase or on loan to the Insured or otherwise in the Insured's care custody or control other than the
  - (a) premises (or the contents thereof) temporarily occupied by the Insured for work thereon or other property temporarily in the Insured's possession for work thereon (but no indemnity is granted for damage to that part of the property on which the Insured is working and which arises out of such work)
  - (b) employees' and visitors' clothing and personal effects
  - (c) premises tenanted by the Insured to the extent that the Insured would be held legally liable in the absence of any specific agreement
- 14 injury and/or damage occurring prior to the Retroactive Date in the Schedule.

Provided always that in the event of any injury or damage arising from continuous or continual inhalation, ingestion or application of any substance following the covered accident and where the Insured and Company cannot agree when the injury or damage occurred, then

- (a) injury shall be deemed to have occurred when the claimant first consulted a qualified medical practitioner in respect of such injury
- (b) damage shall be deemed to have occurred when it first became evident to the claimant even if the cause was unknown
- 15 the deliberate, conscious or intentional disregard of the Insured's technical or administrative management of the need to take all reasonable steps to prevent claims
- 16 injury to any person under the contract of employment or apprenticeship with the Insured their contractor(s) and/or Sub-Contractor(s) when such Injury arises out of the execution of such contract
- 17 liability more specifically insured elsewhere
- 18 liability for which compulsory insurance is required by legislation governing the use of any motor vehicle or trailer
- 19 Pollutants unless caused by or arising out of an identifiable unexpected and accidental release (including discharge dispersal seepage migration and escape) of Pollutants which commences during any Policy Period and is:
- i. detected within 7 days of its commencement, and
  - ii. reported to the Company within 7 days of its detection.
- For the purposes of this Section, the commencement of any intermittent release shall be deemed to be at the start of the first release of the series.
- 20 Any breach of a duty owed by the Insured in a professional capacity including any treatment prescribed or administered by the Insured.
- 21 Claims arising out of advice, design, formula or specification.
- 22 Liquidated damages.

## **SPECIAL CONDITIONS:**

### **INDEMNITY TO OTHERS**

The indemnity granted extends to;

- officials of the Insured in their business capacity arising out of the performance of their business or in their private capacity arising out of their temporary engagement of the Insured's employees;
- the Officers, Committees and members of the Insured's canteen, social, sports, medical, fire fighting and welfare organizations in their respective capacities as such;

- the personal representatives of the estate of any person who would otherwise be indemnified by this Section but only in respect of liability incurred by such person.

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

#### **CROSS LIABILITIES:**

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

#### **DEFENCE COSTS:**

The Company will pay all costs, fees and expenses incurred with their prior consent in the investigation, defense or settlement of any claim made against the Insured and the costs of representation at any inquest, inquiry or other proceedings in respect of matters which have a direct relevance to any claim made or which might be made against the Insured, provided such claim or claims are the subject of indemnity under this Section. Such costs, fees and expenses are called 'Defence Costs'.

#### **INDEMNITY LIMIT:**

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

#### **EXTENDED CLAIM REPORTING CLAUSE:**

In the event of non-renewal or cancellation of this Policy, either by the Company or by the Insured, the Company will allow a time limit not exceeding 90 days from the date of expiry or cancellation of the Policy provided no insurance is in force during this extended reporting period for the same interest, for notification of claims for accidents which had taken place during the period of insurance but could not be made during the Policy period, provided, however, all claims made during the extended reporting period shall be handled as if they were made on the last day of the expiring Policy period and are subject to the limits of indemnity and the terms, conditions and exceptions of the Policy.

#### **JURISDICTION CLAUSE:**

The insurance under this Section shall apply only to judgments that are delivered by or obtained from a court within the territory of India. Furthermore the insurance shall not apply in respect of any judgment or order obtained in the Territory for the enforcement of a judgments obtained elsewhere.

#### **CLAIMS CONDITIONS**

1. The Insured shall give written notice to the Company as soon as reasonably practicable of any claim made against the Insured (or any specific event or circumstance that may give rise to a claim being made against the Insured) and which forms the subject of indemnity under this Section and shall give all such additional information as the Company may require. Every claim, writ, summons or process and all documents relating to the event shall be forwarded to the Company immediately after they are received by the Insured.



2 No admission, offer, promise or payment shall be made or given by or on behalf of the Insured without the written consent of the Company.

3 The Company will have the right, but in no case the obligation, to take over and conduct in the name of the Insured the defense of any claim and will have full discretion in the conduct of any proceedings and in the settlement of any claim and having taken over the defense of any claim may relinquish the same. All amounts expended by the Company in the defense settlement or payment of any claim will reduce the Limit of Indemnity specified in the Schedule.

In the event the Company, in its sole discretion, chooses to exercise its right pursuant to this condition, no action taken by the Company in the exercise of such right will serve to modify or expand in any manner, the Company's liability or obligations under this Section beyond what the Company's liability or obligations would have been had it not exercised its rights under this condition.

4 The Company may at any time pay to the Insured in connection with any claim or series of claims under this Section to which an Indemnity Limit applies the amount of such Limit (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment being made the Company shall relinquish the conduct and control of and be under no further liability in connection with such claim.

## **GROUP 2 – (COMPRISING OPTIONAL SECTIONS 4 – 15)**

### **SECTION 4- MACHINERY BREAKDOWN**

The Company will at its own option by payment or reinstatement or repair indemnify the Insured against unforeseen and sudden physical damage by any cause not hereinafter excluded to any insured property specified in the attached Schedule(s) whilst in the premises therein mentioned necessitating its immediate repair or replacement. The cover under this Section shall apply to the insured items after successful completion of their performance/acceptance tests, whether they are at work or at rest, or being dismantled for the purpose of cleaning or overhauling, or in the course of the aforesaid operations themselves, or when being shifted within the premises, or during subsequent re-erection. The liability of the Company for any one item of the insured property shall not exceed in the aggregate in any one period of insurance the Sum Insured set against such in the attached Schedule(s), unless the Sum Insured under such item is reinstated after occurrence of a claim for balance period.

#### **EXCLUSIONS:**

The Company shall not be liable under this Section in respect of –

1. Excess: For less than 5 years old machinery - 1% of sum insured subject to minimum Rs.2,500/- for each and every loss.  
For 5 - 7 years old machinery - 2% of sum insured subject to minimum Rs.5,000/- for each and every loss.
2. Loss, damage and/or liability caused by or arising from or in consequence, directly or indirectly of fire including extinguishment of a fire or clearance of debris and dismantling necessitated thereby, smoke, soot, aggressive substance, lightning, explosion of any kind (other than bursting or disruption of turbines, compressors, cylinders of steam engines, hydraulic cylinders or fly wheels or other apparatus subject to centrifugal force, internal pressure) theft, collapse of buildings, subsidence, landslide, rockslide, water which escapes from water containing apparatus, flood, inundation, storm, tempest, earthquake, volcanic eruption or other Acts of God, impact of land borne or waterborne or airborne craft or other aerial devices and/or articles dropped there from.

Any loss or damage by fire within the electrical appliances and installation insured by this Section arising from or occasioned by overrunning, excessive pressure, short circuiting, arcing, self heating or leakage of electricity, from whatever cause (lightning included), is covered; provided that this extension shall apply only to the particular electrical machine; apparatus fixture fitting or portions of the electrical installation so affected and not to other machines, apparatus, fixtures fittings or portions of the electrical installation which may be destroyed or damaged by fire so set up.

3. Accident, loss, damage and/or liability resulting from over load experiments or tests requiring the imposition of abnormal conditions.
4. 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.
5. Deterioration of or wearing away or wearing out of any part of any machine caused by or naturally resulting from normal use or exposure.
6. Loss, damage and/or liability caused by or arising out of the willful act or willful neglect or gross negligence of the Insured or his representatives.

7. Liability assumed by the Insured by agreement unless such liability would have attached to the Insured notwithstanding such agreement.
8. Loss, damage and/or liability due to faults or defects existing at the time of commencement of this insurance and known to the Insured or his representative but not disclosed to the Company.
9. Loss of use of the Insured's plant or property or any other consequential loss incurred by the Insured.
10. Loss, damage and/or liability due to explosions in Chemical Recovery Boilers, other than pressure explosions for e.g. smelt, chemical, ignition, explosions etc.
11. The Excess, as stated above, to be first borne by the Insured out of each and every claim; where more than one item is damaged in one and same occurrence, the Insured shall not, however, be called upon to bear more than the highest Excess applicable to any one such item;
- 11 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.
- 12 Loss or damage for which the manufacturer or supplier or repairer of the property is responsible either by law or contract.

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

## **PROVISIONS:**

### **1. SUM INSURED**

It is the requirement of this insurance that the Sum Insured shall be equal to the cost of replacement of each item 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.

### **2. BASIS OF INDEMNITY**

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

No deduction shall be made for depreciation in respect of parts replaced except 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.

Parts which are not supposed to last the full life of the machine will have to be treated as wear and tear parts.

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

- b) In cases where an insured item is destroyed, the Company will pay the actual value of the item immediately before the occurrence of the loss including costs for ordinary freight erection and customs duties, if any, provided such expenses have been included in the Sum Insured, such actual value to be calculated by deducting proper depreciation from the replacement value of the item. The Company will also pay any normal charges for the dismantling of the machinery destroyed but the salvage will be taken into account.
- c) 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.
- d) In the event of the makers' drawings, patterns and core boxes necessary for the execution of a repair not being available the Company shall not be liable for cost of making any such drawing patterns or core boxes.
- e) The cost of any alterations, improvements or overhauls shall not be recoverable under this Section.
- f) The cost of any provisional repairs will be borne by the Company if such repairs constitute part of the final repairs and do not increase the total repair expenses.
- g) If the Sum Insured is less than the amount required to be insured as per Provision 1 hereinabove, the Company will pay only in such proportion as the Sum Insured bears to the amount required to be insured. Every item if more than one shall be subject to this condition separately.
- h) The Company 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. The Company may, however, not insist for bills and documents in case of total loss where the Insured is unable to replace the damaged equipments for reasons beyond their control. In such cases claims can be settled on 'Indemnity Basis'.

#### **SPECIAL CONDITIONS:**

- 1) The Insured shall take all reasonable steps to maintain the insured property in efficient working order and ensure that no item is habitually or intentionally over loaded. The Insured shall fully observe the manufacturer's instructions for operating, inspection and overhaul, as well as government, statutory, municipal and all other binding regulations in force concerning the operation and maintenance of the insured plant and machinery.
- 2) The Company's Officials shall at all reasonable times have the right to inspect and examine any property insured hereunder and the Insured shall provide the Officials of the Company with all details and information necessary for the assessment of the risk. The Company shall provide the Insured with a copy of the inspecting Official's report; which shall however be treated as strictly confidential both by the Insured and the Company.
- 3) In the event of any -
  - i) Material change in the original risk

- ii) Alteration, modification or addition to insured item
- iii) Departure from prescribed operating conditions, whereby the risk of loss or damage increases
- iv) Change in the Insured's Interest

taking place, the cover under this Section shall be void unless its continuance be agreed by endorsement signed by the Company.

#### **IMMEDIATE REPAIRS FOLLOWING AN ACCIDENT**

Upon notification of a claim being given to the Company, the Insured may proceed with the repair of any minor damage not exceeding Rs.2,500/- provided that the carrying out of such repair is without prejudice to any question of liability of the Company and that any damaged part requiring replacement is kept for inspection by the Company, but in all other cases a representative of the Company shall have the opportunity of inspecting the damage before any alterations repairs or replacement are effected. Nothing contained herein shall prevent the Insured from taking such steps as are absolutely necessary to maintain the operation of the plant.

The liability of the Company under this Section in respect of any item of property sustaining damage, for which indemnity is provided, shall cease if the said item is kept in operation without being repaired to the satisfaction of the Company.

#### **POSITION AFTER A CLAIM**

As from the day of loss the Sum Insured for the remainder of the period of insurance is reduced by the amount of the compensation. To prevent under insurance during the remainder of the current period of insurance the amount insured must be reinstated. The premium will be calculated pro-rata from the day repaired item is again put to work. For subsequent period of insurance the original indemnity and premium are again in force unless circumstances justify an alteration.

## SECTION 5 - ELECTRONIC EQUIPMENT INSURANCE

The cover under this Section 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.

The liability of the Company for any one item of the insured property shall not exceed in aggregate in any one period of Insurance the Sum Insured set against such items in the attached Schedule(s) unless the Sum Insured under such item is reinstated after occurrence of a claim for balance period.

The Company will indemnify the Insured in the manner and to the extent hereinafter provided.

### EQUIPMENT

The term equipment shall include Computers; Micro-Processors; Audio/Visual Equipments; Including the value of system software. Computer Equipment shall include the entire computer system consisting of CPU, Keyboards, Monitors, Printers, Stabilizers, UPS, and System Software and the like.

Dish Antenna is excluded from the scope of cover under this Section. Further portable electronic equipments like notebook, lap top computer, sonography are also excluded under this Section.

### SCOPE OF COVER

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

### EXCLUSIONS:

The Company shall not be liable in respect of the following -

1. Excess- Electronic Equipment: For equipment value less than Rs.1 lac: 5 % of claim amount subject to a minimum of Rs.1, 000/- For Hard Disc drives: 10% of claim amounts subject to a minimum of Rs.2,500/-  
Electronic Equipment: For equipment value more than Rs.1 lac: 5 % of claim amount subject to a minimum of Rs.2, 500/-and for Hard disc drive: 25% of the claim amount subject to minimum of Rs.10,000/-  
Personal Computers: 5 % of claim amount subject to a minimum of Rs.2, 500/-.
2. Willful act or willful negligence of the Insured or his representatives.
3. Cessation of work whether total or partial.
4. Cost Incurred/time involved in the movement of equipment and/or personnel outside the territorial limits of India other than the cost of delivery of replacements for equipment lost or damaged
5. Derangement of the Insured property not accompanied by damage otherwise covered by this Section.

6. Loss of or damage to the property covered under this Section falling under the terms of the Maintenance Agreement.
7. Loss, destruction or damage directly occasioned by pressure wave caused by aircraft and other aerial devices traveling at Sonic or Supersonic speeds.

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

7 The Company shall not be liable for –

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

## **PROVISIONS:**

### **SUM INSURED**

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

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

### **BASIS OF INDEMNITY**

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

owned by the Insured, the Company will pay the cost of materials and wages incurred for the purpose of the repairs plus a reasonable percentage to cover overhead charges.

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

- b) In cases where an insured item is destroyed, the Company will pay the actual value of the item immediately before the occurrence of the loss, including costs for ordinary freight, erection and customs duties, if any, provided such expenses have been included in the Sum Insured, such actual value to be calculated by deducting proper depreciation from the replacement value of the item. The Company will also pay any normal charges for the dismantling of the equipment destroyed, but the salvage will be taken into account.
- c) 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.
- d) In the event of the Makers' drawings, patterns and core boxes necessary for the execution of a repair not being available the Company shall not be liable for the cost of making any such drawings, patterns and core boxes.
- e) The cost of any alterations, improvements or overhauls shall not be recoverable under this Section.
- f) The cost of any provisional repairs will be borne by the Company if such repairs constitute part of the final repairs, and do not increase the total repair expenses.
- g) In cases where the insured item is subjected to total loss and meanwhile it becomes obsolete, all costs necessary to replace the lost or damaged insured item with a follow-up model (similar type) of similar structure/ configuration (of similar quality) i.e. low, average or high capacity – will be reimbursed.
- h) If the Sum Insured is less than the amount required to be insured as per Provision hereinabove, the Company will pay only in such proportion as the Sum Insured bears to the amount required to be insured. Every item if more than one shall be subject to this condition separately.
- i) The Company will make payments only after being satisfied, with necessary bills and documents that the repairs have been effected or replacements have taken place, as the case may be. The Company may, however, not insist for bills and documents in case of total loss where the Insured is unable to replace the damaged equipment for reasons beyond their control. In such cases claims can be settled on 'Indemnity Basis'.

#### **SPECIAL CONDITIONS**

1. The Insured shall at his own expense take all reasonable precautions and comply with all reasonable recommendations of the Company to prevent loss, damage or liability and comply with statutory requirements and manufacturers recommendations.
2. (a) Representatives of the Company shall at any reasonable time have the right to inspect and examine the risk and the Insured shall provide the representatives of the Company with all details and information necessary for the assessment of the risk.  
(b) The Insured shall immediately notify the Company in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require to ensure safe operation of the insured items and the scope of cover and/or premium shall, if necessary, be adjusted accordingly.  
(c) No material alteration shall be made or admitted by the Insured whereby the risk is increased unless the continuance of the Insurance be confirmed in writing by the Company.



**IMMEDIATE REPAIRS FOLLOWING AN ACCIDENT**

Upon notification being given to the Company under this condition, the Insured may carry out the repair or replacement of any minor damage not exceeding Rs.5,000/- provided that the carrying out of such repairs is without prejudice to any question of liability of the Company and that any damaged part requiring replacement is kept for inspection by the Company, but in all other cases a representative of the Company shall have the opportunity of inspecting the loss or damage before any repairs or alterations are effected.

The liability of the Company under this Section in respect of any item sustaining damage shall cease if said item is kept in operation after a claim without being repaired to the satisfaction of the Company or if temporary repairs are carried out without the Company's consent.

## SECTION 6 - PLATE GLASS

The Company hereby agrees to indemnify the Insured against accidental physical loss, destruction or damage to fixed plate glass as specified in the Schedule, occurring in the premises during the Policy Period by any cause not excluded under this Section.

All glass insured by this Section shall be understood to be plain and of ordinary glazing quality, without embossing, silvering, lettering, bending or ornamental work of any kind.

In case of a claim admissible under this Section, the Company will also pay reasonable expenses necessarily incurred in connection with:

- a) Boarding up or temporary glazing pending replacement of the broken glass;
- b) Installation costs

Provided always that the liability of the Company shall in no case exceed the Sum Insured stated in the Schedule.

### EXCLUSIONS:

The Company shall not be liable under this Section for loss, destruction or damage, directly or indirectly, to or caused by or which arises out of or in connection with or is attributable in any way to the following:

1. Excess: 5% of the claim amount subject to minimum of Rs.2,500/- for each and every loss.
2. Breakage or damage directly or indirectly occasioned by or arising from any consequence of fire, explosion, gas, heat.
3. Breakage or damage directly or indirectly occasioned by earthquake, volcanic eruption, flood, storm, tempest, typhoon, hurricane, tornado, cyclone or other similar convulsions of nature and atmospheric disturbance unless specified otherwise.
4. Breakage or damage during removal, refitting, alterations and/ or repairs on or about the premises described in the Schedule.
5. Breakage of or damage to lettering unless accompanied by breakage or damage to the plate glass.
6. Breakage of or damage to frames or framework of any description.
7. Disfiguration or scratching, cracking or chipping unless part of fracture extending through the entire thickness of glass.
8. Embossed, silvered, lettered ornamental, curved or any glass whatsoever other than plain and/or ordinary glazing quality unless specially mentioned in the Schedule.
9. Breakage of or damage to glass not completely and securely fixed.
10. Pre-existing cracks or other imperfections.
11. Loss or damage due to any:
  - a) Order of a publicly constituted authority;
  - b) The costs incurred for compliance with the laws, by-laws, ordinances, rules, regulations, orders or notices issued by any public authority and affecting the repair or replacement of plate glass following an insured event.

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.

## **SECTION 7 - NEON SIGN (SIGNAGE)**

The Company agrees to indemnify the Insured against any accidental physical loss, destruction or damage to the subject matter designated in the Schedule hereto or any part thereof or any third party liability on account of bodily injury or property damage including claimant's legal costs thereof arising by any cause not excluded under this Section.

In case of a claim admissible under this Section, the Company will also pay reasonable expenses necessarily incurred in connection with:

- a) Boarding up or temporary glazing pending replacement of the Neon Sign;
- b) Replacing alarm, foil, lettering, painting, embossing, silvering or other ornamental work on glass following damage to such Neon Sign;
- c) Installation costs.
- d) Removal of debris subject to maximum of 1% of the claim amount.

Provided always that the liability of the Company shall in no case exceed the Sum Insured stated in the Schedule hereto.

## **EXCLUSIONS:**

The Company shall not be liable under this Section for loss, destruction or damage, directly or indirectly, to or caused by or which arises out of or in connection with or is attributable in any way to the following:

1. Excess: 5% of the claim amount subject to minimum of Rs.1,000/- for each and every loss.
2. Breakage of lettering unless the same is accompanied by the loss, destruction or damage to the signage.
3. Frames or framework of any type unless specifically agreed to the contrary.
4. Over running, over heating or strain.
5. Act of God perils like storm, typhoon, hurricane, tornado, flood, earthquake, volcanic eruption or other convulsions of nature unless otherwise specified.
6. Disfiguration, scratching, cracking or chipping unless part of a fracture extending through the entire thickness of the signage.
7. Breakage of a sign not completely or securely fixed.
8. The cost of embossing, silvering, lettering, bending or ornamental work of any kind, unless specifically agreed to the contrary.
9. Fusing or burning out of any bulbs or tubes arising from short circuiting, arcing or any other mechanical or electrical defect or breakdown.
10. Damage to tubes unless the tube signage is fractured.
11. Latent defect, gradual deterioration, deformation, distortion, wear and tear, the cost of normal upkeep and normal maintenance.
12. Loss or damage occurring during repair, cleaning, removal or erection.
13. Mechanical or electrical derangement or breakdown in or on the premises.
14. Loss or damage due to any:
  - Order of a publicly constituted authority;

- The cost of compliance with the laws, by-laws, ordinances, rules, regulations, orders or notices issued by any public authority and affecting the repair or replacement of Neon Sign following an insured event.
15. Death / injury to any person in the employment of the Insured arising out of and in the course of such employment.
  16. Damage to property belonging to or held in trust by or in the custody or control of the Insured.

#### **SPECIAL CONDITIONS:**

1. The Company may at its own option repair, reinstate or replace the Neon Sign or part or may pay in cash the amount of the loss or damage and the liability of the Company shall not exceed the actual value of the part(s) damaged or lost plus the reasonable costs of fitting and shall in no case exceed the limit of liability specified in the Schedule or the value of Neon Sign at the time of the loss or damage whichever is the less.
2. The Insured shall take all reasonable steps to safeguard the Neon Sign from loss or damage and to maintain them in efficient condition and the Company shall have at all times free and full access to examine the Neon Sign or any part thereof. In the event of any accident proper precautions should be taken to prevent further damage or loss.
3. The Neon Sign described in the Schedule hereto must be examined and inspected at regular intervals of not longer than six months by a qualified electrician and engineer and his report certifying that the said Neon Sign is in sound running order and is properly and adequately fastened and attached to its frame work and that the foundation of the entire structure is also of adequate strength and properly attached to and fixed to the ground or floor as the case may be, must be submitted to the Company forthwith.

## SECTION 8 - MONEY INSURANCE

The Company agrees that subject to the terms, provisions, exclusions, conditions and definitions contained herein or endorsed or otherwise expressed hereon, to indemnify the Insured against loss of:

- a) Money in transit carried by the Insured or the Insured's authorized employee(s),
- b) Money while kept locked in safe or strong room at the insured Premises
- c) Cash in Till/counter at the insured Premises

Occasioned by burglary or holdup or robbery or any other fortuitous cause not excluded hereunder;

### **Additional benefit: Assault Cover for Cash carrying employees**

In case the money carrying employee is assaulted during burglary or holdup resulting in death / bodily injury / physical separation of a limb or the loss of an eye or causing him to be prevented from engaging in his usual employment, the Company shall pay such employee **Rs.25,000/-** per event subject to maximum of **Rs.50,000/-** during any one Policy period for any and all claims arising in this respect.

Above cover shall apply only for the employees between the age group of 18 – 60 years who are on permanent rolls of the Insured and authorized to carry cash.

Provided always that the limit of the Company's liability for any one loss shall in no case exceed the amount specified in the Schedule.

## DEFINITIONS:

**Money:** shall mean and include cash, coin, bank drafts, currency notes, treasury or promissory notes, cheques (signed and blank cheques whether crossed or not), bonds, bills of exchange, postal orders, money orders and current postage stamps held in connection with business (excluding foreign currency, unless specified otherwise in the Schedule).

**Bank:** shall mean and include Bank of every description transacting banking business, Post Office and Government Treasury.

**Employee:** shall mean permanent employees of the Insured authorized to carry the cash belonging to the Insured.

## EXCLUSIONS:

The Company shall not be liable for losses arising out of the following:-

1. Excess: 5% of the claim amount subject to minimum of Rs.2,500/- for each and every loss.
2. Loss of money arising on account of shortage due to error or omission.
3. Loss of money entrusted to any person other than the Insured or an authorized employee of the Insured.
4. Loss of money where the Insured or his employee is involved as principal or accessory, except loss due to fraud or dishonesty of the cash carrying employee of the Insured, occurring whilst in transit and discovered within 48 hours.

5. Sums representing wages or salaries 48 hours after they have been withdrawn from a Bank or other place.
6. Loss occurring on the premises, after business hours, unless the money is kept in locked safe or strong- room.
7. Soiled, torn or damaged money.
8. Loss of money carried under contract of affreightment.
9. Loss of money in transit by post or courier services.
10. Theft of money from an unattended vehicle.
11. Loss of money from safe or strong-room following use of the key to the safe or strong-room or any duplicate thereof / access code to the safe or strong room belonging to the Insured, unless this has been obtained by threat or by assault or violence or any threat thereof.
12. Loss arising out of or resulting directly or indirectly from the wire transfer of money to or from any person or entity or from internet related fraud or counterfeit money.
13. 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.
14. Loss of money due to any misfeasance, malfeasance or nonfeasance or breach of trust in relation to money by the Insured.
15. Loss or damage directly or indirectly, proximately or remotely occasioned by or which arises out of or in connection with riot or strike, and malicious damage

In any action, suit or other proceedings where the Company alleges that by reason of any of the above Exclusions 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.

#### **SPECIAL CONDITIONS:**

1. **MAINTENANCE OF BOOKS AND KEYS:** The Insured shall keep a daily record of the amount of cash contained in the safe or strong room and such record shall be deposited in a secure place other than the said safe or strong room, and produced as documentary evidence in support of a claim under this Section. The keys of the safe or strong room shall not be left on the premises out of business hours unless the premises are occupied by the Insured or any authorized employee of the Insured in which case such keys if left on the premises shall be deposited in a secure place not in the vicinity of the safe or strong room.
2. **RIGHTS OF RECOVERY:** The Company shall be entitled in the name of the Insured to have the absolute conduct and control of all or any proceedings that it considers necessary for the purpose of tracing and recovering money lost or of securing reimbursement in respect of money lost and the Insured shall at the Company's expense furnish all such assistance as may reasonably be required by the Company in connection with such proceedings and in the event of any or all of the money being recovered, it shall be imperative upon the Insured to refund to the Company such a proportion of the sum allowed by way of compensation as the amount recovered bears to the total amount lost.
3. Upon happening of any event giving rise to a claim, the Insured shall report the same to the Police within 24 hours of its discovery and FIR shall be first obtained.
4. The key or numerical code required to gain access to the safe to be stored securely and kept away from public access at all times.
5. The Insured shall ensure that there are adequate security arrangements at the Premises at all times during the currency of the Policy.

6. All locks, bolts, security systems or protective aids effected whenever practicable during normal business hours and at all times outside the normal business hours.
7. All means of entry to or exit from the premises or any safe or strong room in the premises to be properly secured.

## SECTION 9 - BAGGAGE INSURANCE

The Company agrees to indemnify the Insured to the extent of the intrinsic value of the accompanied personal baggage and personal effects of the Insured, against accidental loss, destruction or damage or any fortuitous cause occurring during the Policy Period by any cause not excluded under this Section whilst Insured is travelling on tour and or on holiday, in all places and situations anywhere in the world during the period of 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 in the Schedule.

### DEFINITIONS:

**Baggage** shall mean personal effects belonging to and being carried by the Insured or any of his employees during a journey or for which such person is officially responsible excluding any items sold by the Insured in the course of his business (other than samples) and (unless otherwise specified in the Schedule) cell phones, music players, laptops, handheld computing or email devices, camera of any type or any other sophisticated electronic equipment.

**Personal Effects** shall mean articles excluding money, jewellery and valuables, which belong to the Insured and which are normally worn, used or carried about by the Insured or his employee.

**Journey** shall mean any trip undertaken for the purpose of business or recreation outside the city, town or municipal limits of the place where the business or residence is situated. The cover will commence from the time the Insured first leaves the city of business or residence to their destination and return to the place of origin or the expiry date as specified in the Schedule of the Policy whichever is earlier. However, the entire period for a single journey will not exceed 45 (Forty five) days from the time Insured have left the place of origin.

### EXCLUSIONS:

The Company shall not liable under this Section for any loss, destruction or damage directly or indirectly, caused by or which arises out of or in connection with or is attributable in any way to:

1. Excess: 5% of the claim amount subject to minimum of Rs.500/- for each and every loss.
2. Loss or damage occurring during routine travels within one City, Town or Village.
3. Items of perishable or consumable nature.
4. Damage caused by any process of cleaning, dyeing or bleaching, restoring, repairing or renovation or deterioration arising from wear and tear, ageing, discoloration, defect, rust, oxidation, warping, shrinkage, corrosion, erosion, metal fatigue, aridity, humidity, exposure to light or extremes of temperature, moth, vermin, insects or mildew or any other gradually operating cause.
5. Breakage, cracking or scratching of crockery, glass, cameras, binoculars, lenses, sculptures, curios, pictures, musical instruments, sports gear and similar articles of brittle and fragile nature, unless caused by fire or accident to the means of conveyance.

6. Loss or damage caused by mechanical or electrical derangement / breakdown of any article, unless caused by accidental external means.
7. Faulty material, faulty workmanship or latent defect.
8. Any electrical machine, 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 of electricity from whatever cause including lightning.
9. Over winding and denting or internal damage of watches and clocks.
10. Jewellery, including but not limited to watches, diamonds, precious or semi-precious stones or metals, bullion, furs, medals, numismatic property, philatelic property, curios or work of art, rare books, securities, manuscripts, deeds, plans, designs, blueprints, bonds, bills of exchange, promissory notes, stocks or share certificates, stamps and travel tickets or travelers cheques, business books or documents, cards evidencing affiliation / membership with any third party programme or club unless specifically mentioned in the Schedule of the Policy as being insured.
11. Money except cash or currency of value less than Rs.2500/-.
12. Loss, destruction or damage caused by or arising from the leakage, spilling or exuding of liquids oils or material of a like nature or articles of dangerous or damaging nature.
13. Theft from any car except car of fully enclosed saloon type having at the time all the doors, windows and other openings securely locked.
14. Loss of or damage to articles which did not form part of the baggage when the journey commences.
15. Baggage whilst being carried by any carrier under a contract of affreightment or a contract of carriage.
16. Loss, destruction of or damage to articles of due to inherent vice of commodity.
17. Breakage or damage directly or indirectly occasioned by Riot, Strike or Malicious Act.
18. Loose articles such as sticks, umbrellas, sun shades, fans, deck chairs and property in use on the voyage or journey, or articles whilst being worn on the person or carried about.
19. Delay, detention or confiscation by Customs or other governmental authorities.
20. The use or misuse of a SIM card following the loss or theft of a cell phone.
21. 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.
22. Loss or destruction or damage to baggage discovered more than 30 days after its occurrence.

#### **SPECIAL CONDITIONS:**

1. In case of accidental loss, destruction or damage to the Baggage, the loss is to be reported to the Company and wherever required to the Police and FIR obtained within 24 hours of discovery of such loss.
2. In case of loss of cash or currency, appropriate evidence to be provided confirming that the said amount formed part of the Baggage.
3. The maximum amount payable by the Company in respect of electronic items will not exceed Rs.5,000/- per item.

#### **SECTION 10:**



## SECTION 10- FIDELITY GUARANTEE INSURANCE

The Company agrees, to indemnify the Insured against any direct pecuniary loss sustained by reason of any act of fraud or dishonesty committed by any Permanent Employee(s) during the Period of Insurance and during the period of uninterrupted service of such Employee with the Insured and discovered during the continuance of this Policy or within twelve calendar months of the expiry thereof and in the case of death, dismissal, resignation or retirement of the Employee within twelve calendar months of such death, dismissal, resignation or retirement whichever of these events shall first happen.

### PROVIDED ALWAYS THAT

- i. The liability of the Company shall not exceed in respect of-
  - (a) any such Employee and any one Event, the Amount Guaranteed against the relevant Category of Employee in the Schedule
  - (b) all claims under this Section, the Aggregate Limit of Guarantee during the Period of Insurance.
- ii. If this Policy shall be continued in force for more than one Period of Insurance or if any liability shall exist on the part of the Company under this Policy and also under any other policy in respect of fraud or dishonesty of the Employee, the liability of the Company hereunder shall not be accumulated or increased thereby but the aggregate liability of the Company arising from any number of acts of fraud or dishonesty committed by such Employee shall not exceed the Amount Guaranteed hereunder nor the limit of the insurer's liability under any other such policy as aforesaid whichever is the greater.
- iii. The Company shall not be liable to pay more than one claim in respect of the actions of any one such Employee.

## EXCLUSIONS:

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

1. Discovered more than 12 months after the termination either of the guarantee or of the service of the Employee concerned.
2. Where there has been any change in the agreed system of check or accounting precautions without the Company's prior consent.
3. Committed by an Employee in respect of whose conduct a claim has been paid already under this Section.
4. Shortages on account of stock taking, trading losses not caused by fraud or dishonesty.
5. Arising by usage of ATM, charge and credit cards and internet initiated or operated fraud or the wire transfer of monies to or from any natural person or entity.
6. Arising elsewhere than in India.
7. Loss of money due to any misfeasance, malfeasance or nonfeasance or breach of trust in relation to money by the Insured.
8. In the event of fraud or dishonesty by an Employee that occurs after the Insured suspected, or had reasonable cause to suspect him of fraud or dishonesty or after the Insured became aware of an act of fraud or dishonesty by that Employee or any material fact bearing on the honesty of that Employee.
9. Trading in securities or derivatives in Insured's name or otherwise and whether in a genuine or fictitious account.
10. Expense incurred by the Insured towards substantiating the claim.
11. Loss or misappropriation in respect of foreign currency by the Employee of the Insured.

#### **SPECIAL CONDITIONS:**

1. The Insured shall keep a daily and up to date account of all transactions involving money and contents in respect of which a claim may be made under this Section and store the same in a secure place. The Insured shall also maintain a separate register to record all transactions in relation to any safe or locker.
2. If the Insured is or shall hereafter be guaranteed by any other person, society or company or hold any other security or insurance against such loss as is hereby guaranteed, the Company shall not be liable to pay or contribute more than its ratable proportion of such loss with such person, society or company or securities or insurance.
3. Any money of the Employee in the hands of the Insured and any money which but for the Employee's dishonesty would have been due to the Employee from the Insured shall be deducted from the amount otherwise payable under this Section. Any money recovered after the settlement of any claim shall be the property of the Company not exceeding, however, the amount paid by the Company.
4. Any security available with the Insured relating to the Employee shall be handed over to the Company on settlement of the claim and the Insured shall also execute such documents as may be required by the Company to enforce the security.
5. The Insured shall if and when required by the Company but at the expense of the Company, use all diligence in prosecuting any Employee for conviction for any act which such Employee shall have committed and in consequence of which a claim may be made under this Section. The Insured shall at the Company's expense give all information and assistance to enable the Company to sue for and obtain reimbursement from any such Employee by reason of whose acts or defaults a claim has been made, or against the estate of such Employee, for money which the Company shall have become liable to pay in respect thereof.
6. Unless the Company be advised and its written approval be obtained, the Company shall not be liable hereunder in the event of any change in the nature of the Business of the Insured or in the duties and conditions of service of the Employee or if remuneration of the Employee be reduced or its basis altered or if the precautions stated by the Insured with regard to accounting be not duly followed or if the Insured shall continue to entrust the Employee with money or goods after having knowledge of any material fact bearing on the honesty of the Employee.
7. If required by the Company, the authorized representative of the Company shall in case of any loss to the Insured be permitted at all reasonable times to examine the circumstances of such loss and the Insured shall on being required so to do by the Company produce all books of accounts, receipts, or documents relating to or containing entries relating to the loss in his possession and furnish copies of or extracts from such of them as may be required by the Company so far as they relate to such claims or will in any way enable the Company to ascertain the correctness thereof or the liability of the Company under this Section.
8. The Company shall be entitled at its own expenses and for its own benefit, in the name of the Insured to prosecute all claims and exercise all rights of action competent to the Insured against the Employee in respect of any act insured against in connection with which it may have made payment under this Policy and the Insured shall give to the Company all such information and assistance as may be reasonably required for the exercise of such claims or rights.
9. For the purpose of identifying the Employee in all cases of change of residence or occupation or change of name whether by marriage or otherwise, due notice thereof in writing shall be given by the Insured to the Company.
10. The Company shall not be bound to give notice or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to any contract of insurance and the receipt of

the Insured or his legal personal representative shall in all cases be an effectual discharge to the Company.

11. Any of the circumstances in relation to these conditions coming to the knowledge of any official of the Company shall not be the notice to or be held to bind or prejudicially effect the Company notwithstanding subsequent acceptance of any premium.

## SECTION 11 - PERSONAL ACCIDENT COVER

The Company agrees to indemnify the Insured Person specified in the Schedule or his or her nominee or legal representatives, as the case may be, due to operation of any of the insured perils during the Policy period as herein after mentioned.

### DEFINITIONS:

**“Accident”**- A sudden, unforeseen, fortuitous, physical and involuntary event caused by external and visible means.

**“Injury”**- means bodily Injury caused solely and directly by accident during the Policy period.

**“Inpatient Care”**- Inpatient care means treatment for which the Insured/ Insured Person has to stay in a Hospital for more than 24 hours for a covered event.

**“Insured Person”** means the person(s) named in the Schedule to this Policy, having a place of residence in India, who is/are covered under this Policy, for whom the insurance is proposed and the appropriate premium paid.

**“Loss of Limbs”** means physical separation of one or both hands or feet or permanent and total loss of use of one or both hands or feet.

**“Permanent Total Disablement”** means bodily injury, which permanently totally and absolutely prevents Insured/Insured Person from engaging in any kind of occupation whatsoever.

**“Physical Separation”** means separation at or above the wrist and/or of the foot at or above the ankle respectively.

**“Schedule”** means the Schedule attached to and forming part of this Policy containing details including, Capital Sum Insured, and the Period of Insurance under this Section.

**“Standard Type of Aircraft”** means any aircraft duly licensed to carry passengers (for hire or otherwise) by appropriate authority irrespective of whether such an aircraft is privately owned or chartered or operated by a regular airline or whether such an aircraft has a single engine or multiengine.

**“Sum Insured”** means the amount of Accident Benefit to which an Insured Person is eligible as specified in the Schedule.

**“Table” or “Table of Benefits”** means the Table of Benefits specified under Accident Benefit of this Section.

### SCOPE OF COVER:

#### **ACCIDENT BENEFIT**

Subject to the terms, conditions, exclusions, stipulations and definitions contained herein or expressed or endorsed hereon,

- i) **If** during the **Period of Insurance** the Insured Person shall sustain bodily injury by reason of accident due to external, visible and violent means **And**
- ii) within 12 months of the accident, such bodily injury solely and directly results in Death or Disablement of the nature specified below **Then**
- iii) the Company shall pay the corresponding Benefit indicated in the Table below:-

<b>Table of Benefits</b>	<b>Percentage of Sum Insured Payable</b>
1. Death	100%
2. Permanent Total Disability	
i) Loss of sight of both eyes	100%
ii) Loss of, by physical separation of two entire hands or two entire feet	100%
iii) Loss of one entire hand and one entire foot	100%
iv) Loss of sight of one eye and such loss of one entire hand or one entire foot	100%
v) Complete loss of hearing of both ears and complete loss of speech	100%
vi) Complete loss of hearing of both ears and loss of one limb/loss of sight of one eye	100%
vii) Complete loss of speech and loss of one limb/loss of sight of one eye	100%
For the purpose of items 2 ii) above, physical separation of one entire hand shall mean separation at or above wrist and/or of the foot at or above ankle, respectively	
3. Permanent total and absolute disablement disabling the Insured Person from engaging in any employment or occupation of any description whatsoever	100%

In case of educational institutions covering all its students under this Section, this Section will provide double the sum insured of the students for all the teaching and non-teaching staff members.

Subject to the terms, conditions, exclusions, stipulations and definitions contained herein or expressed or endorsed hereon, in the event of a claim for Accident Benefit being admitted, the Company shall pay the Additional Benefit specified hereunder in the following circumstances:-

<b>Transportation</b> In the event of death of Insured Person outside his/her Home, reimbursement of transportation cost for carriage of dead body to Home including funeral/cremation charges is payable.	<b>Rs. 2,500/-</b> (Rs. Two thousand five hundred) per employee
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#### **EXCLUSIONS:**

This Section does not provide benefits for any death, disability, expenses or loss incurred as a result of any Injury attributable directly or indirectly to the following:

1. Any existing disability.
2. Accidental death or disability due to mental disorders or disturbances of consciousness, strokes, fits or convulsions which affect the entire body and pathological disturbances caused by the mental reaction to the same.
3. Accidental death or disability caused by curative measures, radiation, infection, poisoning except where these arise from an accident.
4. Any injury arising or resulting from the Insured/ Insured Person or any of his/ their family members committing any breach of law with criminal intent or participating in an actual or attempted felony, riot, crime, misdemeanor or civil commotion.
5. Death/Disablement resulting, directly or indirectly, caused by, contributed to or aggravated or prolonged by child birth or from pregnancy or in consequence thereof.
6. While the Insured/Insured Person is participating or training for any sport as a professional.
7. Accidental injury relating to a railway accident, except where the Insured Person is travelling as a

fare paying passenger, where either the train itself has met with an accident or the Insured/Insured Person sustains injury whilst boarding or alighting from it.

8. Any claim in respect of the Insured Person from:
  - i. intentional self-injury, suicide or attempted suicide
  - ii. whilst under the influence of liquor or drugs or other intoxicants
  - iii. driving any vehicle without a valid driving licence
  - iv. whilst engaging in aviation or ballooning whilst mounting into, dismounting from or traveling in any aircraft or balloon other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world
  - v. whilst engaging in speed contest or racing of any kind (other than on foot), bungee jumping, parasailing, ballooning, parachuting, skydiving, paragliding, hang gliding, mountain or rock climbing necessitating the use of guides or ropes, potholing, abseiling, deep sea diving using hard helmet and breathing apparatus, polo, snow and ice sports.
9. Any consequential loss or damage cost or expense of whatsoever nature.

#### **SPECIAL CONDITIONS:**

##### **No constructive notice**

Any knowledge or information of any circumstance or condition in connection with the Insured/Insured Person in possession of any official of the Company shall not be notice to or be held to bind or prejudicially affect the Company notwithstanding subsequent acceptance of any premium.

##### **Notice of charge**

The Company shall not be bound to take notice or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this Section, but the payment by the Company to the Insured Person, his/her nominees or legal representatives, as the case may be, of any compensation or benefit under the Section shall in all cases be an effectual discharge to the Company.

##### **Position after a claim**

For Death or Permanent Total Disablement (Benefit (1) to Benefit (3) of Table of Benefits) claim, the Insured Person(s) in respect of whom such claim is admitted, shall stand deleted from the cover under this Section as and from the date of accident.

##### **Limitation**

If a claim is rejected or partially settled and is not the subject of any pending suit or other proceeding or arbitration, as the case may be, within twelve months from the date of such rejection or settlement, the claim shall be deemed to have been abandoned and liability of the Company extinguished and shall not be recoverable thereafter.

##### **Law and Jurisdiction**

The geographical scope of this Section will be worldwide; however the claims shall be settled in India in Indian rupees. The provisions of this Section shall be governed by the laws of India for the time being in force and subject to the exclusive jurisdiction of Courts in India.

#### **CLAIM PROCEDURE:**

In case of death, written notice of the death must, unless reasonable cause is shown, be so given before interment / cremation, and in any case, within 15 days after the death, and in the event of loss of sight or amputation of limb(s), written notice thereof must be given within 15 days after such loss of sight or amputation.

Proof satisfactory to the Company shall be furnished on all matters upon which a claim is based. Any Medical officer or other agent of the Company shall be allowed to examine the Insured Person on the occasion of any alleged injury or disablement when and so often as the same may reasonably be required on behalf of the Company and in the event of death, to make a post-mortem examination of the body of the Insured Person.

## SECTION 12 - HOSPITAL CASH BENEFIT

The Company agrees to pay the Insured Person or his/her nominee or legal representatives, as the case may be, **Benefit** by way of daily cash, as per the coverage defined under this Policy, not exceeding the **Sum Insured as mentioned in the Schedule**, for all claims during such **Policy Period**, subject to the terms, conditions, exclusions, stipulations and definitions contained herein or endorsed or otherwise expressed hereon, if during the **Policy Period**, the Insured Person shall contract any disease or illness or suffer any injury and is required to undergo treatment by way of i) Hospitalization in any Hospital/Nursing Home in India (hereinafter called "Hospital") upon the advice of a duly qualified Medical Practitioner.

## DEFINITIONS

Following words and expressions which are defined to bear the same meaning wherever they appear in this Section:

1. **"Accident"** A sudden, unforeseen, fortuitous, physical and involuntary event caused by external and visible means.
2. **"Disease"** means an alteration in the state of the body or of some of its organs, interrupting or disturbing the performance of the functions, and causing or threatening pain and weakness or physical or mental disorder and certified by a Medical Practitioner to that effect.
3. **"Hospital/Nursing Home"** means an establishment in India for indoor medical care and treatment of patients which:
  - i. is registered with the appropriate local authorities as such and benefits from the supervision of a Medical Practitioner on a 24 hour basis, or
  - ii. complies with at least the following criteria:
    - i) it has at least 10 inpatient beds ii) it has a fully equipped operating theatre where surgery is performed;
    - iii) it employs qualified nursing staff on a 24 hour basis;
    - iv) maintains daily records of patients.
  - iii. By the nature of the medical treatment provided is an establishment properly recognized as a Hospital/Nursing Home within the locality and fulfills all the demands ordinarily or customarily of a Hospital for medical treatment, and where all medical treatment is administered by a Medical Practitioner, and is not, a place of rest, a place for the aged, a place for drug-addicts or place for alcoholics, a hotel, health spa, massage center or any similar establishment.
4. **"Illness"** means sickness or disease first diagnosed during the Policy period for which immediate treatment by a Medical Practitioner is necessary.
5. **"Injury"** means physical injury caused by unintended means during the Policy period.
6. **"In-patient"** Inpatient care means treatment for which the Insured Person has to stay in a hospital for more than 24 hours for a covered event.
7. **"Insured Person"** means the person(s) named in the Schedule to this Policy, having a place of residence in India, who is/are covered under this Policy, for whom the insurance is proposed and the appropriate premium paid.
8. **"Medically Necessary"** means any treatment, tests, medication, or stay in hospital or part of a stay in hospital which:
  - is required for the medical management of the illness or injury suffered by the Insured Person;



- must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity;
- must have been prescribed by a medical practitioner;
- must conform to the professional standards widely accepted in international medical practice or by the medical community in India.

9. **"Medical Practitioner"** means a person who holds a degree/ diploma of a recognized institution and is registered with the Medical Council in respective states of India, and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of his license. The term Medical Practitioner includes a Physician, specialist and surgeon, provided that this person is not a member of the Insured/Insured Person's family.
10. **"Policy"** includes the Proposal Form and any declarations made along with the Schedule and any Endorsement.
11. **"Policy Period"** means the period between the inception date and the expiry date of the policy as specified in the Schedule to this Policy or the date of cancellation of this policy, whichever is earlier.
12. **"Pre-existing condition"** means any disease/illness/injury or related condition for which Insured/Insured Person had signs or symptoms, and / or diagnosed, and / or received medical advice/ treatment, within 48 months prior to the first Policy taken from the Company.
13. **"Qualified Nurse"** means a person who holds a valid registration from the Nursing Council of India or the Nursing Council of any state in India.
14. **"Schedule"** means Schedule attached to and forming part of this Policy mentioning the details of the Insured Persons, the Sum Insured, the period and the limits to which benefits under the Policy are subject to.
15. **"Sum Insured"** means, subject to terms, conditions and exclusions of this Policy, i) the Sum Insured representing the Company's maximum liability for any or all claims during the Policy Period specified in the Schedule to this Policy separately in respect of the Insured Person. In the event of a claim being admitted under this Policy, the Sum Insured for the remaining Policy Period shall stand correspondingly reduced by the amount of claim paid (including 'taxes') or admitted and shall be reckoned accordingly.
16. **"Surgical operation"** means manual and/or operative procedures for correction of deformities and defects, repair of injuries, diagnosis and cure of diseases, relief of suffering and prolongation of life, performed in a Hospital/Nursing Home by a Medical Practitioner.
17. **"Third Party Administrator or TPA/Service Provider"** means an organization or institution that is licensed by the IRDA to act as a TPA and engaged for a fee or remuneration to provide Policy and claims facilitation services to the Insured/Insured Person and the Company.

## SCOPE OF COVER

The Company hereby agrees to pay in respect of an admissible claim, a Hospital Cash **Benefit** subject to the **Sum Insured**, limits, terms, conditions and exclusions contained or otherwise expressed in this Policy.

The Hospital Cash Benefit up to a maximum limit as specified in the Schedule to this Policy, for the duration as per the Plan selected shall be payable subject to hospitalization for a minimum period of 24 hours.

Benefit Structure	
<b>Scheme A</b>	Rs. 250/- per day for a maximum of 30 days per policy period
<b>Scheme B</b>	Rs. 500/- per day for a maximum of 30 days per policy period
<b>Scheme C</b>	Rs. 1000/- per day for a maximum of 30 days per policy period

## EXCLUSIONS

The Company shall not be liable under this Section to make any payment for any claim directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following:

1. All pre-existing diseases / illness / injury / conditions as defined in the Policy, until 48 months of continuous covers have elapsed since inception of the first Policy with the Company.
2. Any heart, kidney and circulatory disorders in respect of Insured Persons suffering from pre-existing Hypertension /Diabetes.
3. 30 Days Waiting Period: Any disease contracted by the Insured Person during the first 30 days from the Commencement Date of the Policy.
4. Two Year Exclusions:  
Treatment of Congenital Internal Diseases, any type of Migraine /Vascular head ache, Varicose Veins/Varicose Ulcers, Stones in the Urinary and Biliary systems, Surgery on Tonsils / Adenoids, Gastric and Duodenal Ulcer, any type of Cyst/ Nodules / Polyps, any type of Breast Lumps, Spondylosis / Spondylitis, Inter vertebral Disc Prolapse and such other Degenerative Disorders, Cataract, Benign Prostatic Hypertrophy Hysterectomy, Fistula, Fissure in Anus, Piles, Hernia, Hydrocele, Sinusitis, Knee / Hip Joint replacement, Chronic Renal Failure or end stage Renal Failure, Heart diseases (if caused other than excluded under exclusion 2 above), any type of Carcinoma / Sarcoma / Blood Cancer, Osteoarthritis of any joint during the first two years of the operation of the Policy with the Company.
5. Treatment arising from or traceable to pregnancy / childbirth. This exclusion will not apply to Ectopic Pregnancy.
6. Circumcision unless necessary for treatment of a disease, not excluded hereunder or necessitated due to an accident.
7. Dental treatment or surgery of any kind unless requiring Hospitalization.
8. Convalescence, general debility, 'Run-down' condition or rest cure, Congenital External Disease or defects or anomalies, Tubectomy, Vasectomy, Venereal disease, intentional self injury or attempted suicide.
9. Confinement in Hospital arising out of any condition directly or indirectly caused by or associated with Human T-Cell Lymphotropic Virus Type III (HTLB-III) or Lymphadenopathy Associated Virus (LAV) or the Mutants Derivative or variations Deficiency Syndrome or any Syndrome or condition of a similar kind commonly referred to as AIDS.
10. Confinement at Hospital or Nursing Home primarily for diagnostic, X-ray or laboratory examinations or other diagnostic studies 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.
11. Directly or indirectly caused by or arising from or attributable to War, Invasion, Act of Foreign Enemy, Warlike Operations (whether war be declared or not).
12. Directly or indirectly caused by or arising from or attributable to:

- a) Ionising radiation or contamination by any Nuclear fuel or from any Nuclear waste from burning Nuclear fuel or by Nuclear weapons/materials; or
- b) Radioactive contamination, toxic, explosive or other dangerous properties of any explosive nuclear machinery or part of it.
- 13. Any routine or preventative examinations, vaccinations, inoculation or screening.
- 14. Outpatient treatment charges or Day Care Procedures.
- 15. Sex change or treatment, which results from, or is in any way related to, sex change.
- 16. Hormone replacement therapy.
- 17. Treatment of obesity (including morbid obesity) and any other weight control programs, services or supplies.
- 18. Treatment of psychiatric, mental or nervous conditions, insanity.
- 19. Any cosmetic, plastic surgery, aesthetic or related treatment of any description, including any complication arising from these treatments, whether or not for psychological reasons, unless medically necessary as a result of an accident or as a treatment of cancer or burns.
- 20. Use of intoxicating drugs alcohol and the treatment of alcoholism, solvent abuse, drug abuse or any addiction and medical conditions resulting from, or related to, such abuse or addiction.
- 21. Any illness or hospitalization arising or resulting from the Insured/Insured person or any of his family members committing any breach of law with criminal intent.
- 22. Any treatment received in convalescent homes, convalescent hospitals, health hydros, nature cure clinics or similar establishments.
- 23. Any stay in Hospital for any domestic reason or where there is no active regular treatment by a specialist.
- 24. Any treatment received outside India.
- 25. Any stay in hospital as a donor.
- 26. Any form of Non-Allopathic treatment, Naturopathy, hydrotherapy, Ayurvedic, Homeopathy, Acupuncture, Reflexology, Chiropractic treatment or any other form of indigenous system of medicine.
- 27. Complication of any surgery, therapy or treatment administered on the Insured Person which is not prescribed or required by a Registered Medical Practitioner/Registered Medical Institution in their professional capacity.
- 28. Taking of drug unless it is taken on proper medical advice and is not for the treatment of drug addiction.
- 29. Any fertility, sub-fertility or assisted conception operation.
- 30. Insured Person whilst flying or taking part in aerial activities (including cabin crew) except as a fare-paying passenger in a regular Scheduled airline or air Charter Company.
- 31. Any person whilst engaging in speed contest or racing of any kind (other than on foot), bungee jumping, parasailing, ballooning, parachuting, skydiving, paragliding, hang gliding, mountain or rock climbing necessitating the use of guides or ropes, pot holing, abseiling, deep sea diving using hard helmet and breathing apparatus, polo, snow and ice sports and activities of similar hazard or participating or involvement in naval, military or air force operation.

## CLAIMS PROCEDURE

It is a condition precedent to the Company's liability that upon the discovery or happening of any disease/illness/injury that may give rise to a claim under this Policy, the Insured/Insured Person shall:-

### 1. Claim Notification

Give immediate notice to the Company, in writing to the address shown in the Schedule with particulars as below.

Policy Number,  
Name of the Insured/Insured Person

Nature of disease/illness/injury,  
Name and address of the attending Medical Practitioner/Hospital  
Any other relevant information

Please intimate your claim to the Company/TPA at least 72 hours prior to hospitalization in case of planned treatment and in case of emergency treatment, within 24 hours of hospitalization.

## **2. Claim Processing**

i) The Insured/Insured Person shall after intimation as aforesaid, further submit within 30 days of discharge from Hospital the following:-

- Duly filled claim form(s)
- Discharge/card from the Hospital /Medical Practitioner indicating the number of days of stay.

iii) The Insured/Insured Person shall at any time as may be required authorize and permit the Company or anyone deputed by them in this behalf to obtain any further information or records from the Hospital, Medical Practitioner, Lab or other agency, in connection with the treatment relating to the claim.

Where the documents submitted for claim are required for a claim under any other reimbursement policy, the documents will be returned after the processing of the claim on request of the Insured/Insured Person. Alternatively if the claim is submitted to another insurer/TPA for processing under an indemnity policy, attested copies from the Insurer/TPA may be provided with a copy of such indemnity policy.

The above list is only indicative. The Company may call for additional documents/ information and/or carry out verification on a case to case basis to ascertain the facts/collect additional information/documents of the case to determine the assessment of loss. Verification carried out if any will be done by Professional Investigators or member of the Service Provider and costs for such investigations shall be borne by the Company.

## **3. Condition Precedent**

The due intimation, submission of documents and compliance with requirements by Insured/Insured Person as mentioned above shall be essential failing which Company shall not be bound to entertain a claim. Undue delay in submission of documents may prejudice a claim.

If the Company has discontinued issue of the particular type of Policy, the Insured shall have the option of renewal under any similar Policy being issued by the Company; provided however, benefits payable shall be subject to the terms contained in such other Policy.

## SECTION 13 - GROUP HEALTH COVER

The Company agrees to pay, subject to the terms, conditions, exclusions, stipulations and definitions contained herein or endorsed or otherwise expressed hereon, to the Insured Person or his/her nominee or legal representatives or to the Hospital/Nursing Home, as the case may be expenses related to such treatment by reimbursement of expenses or payment of **Benefits** covered under this Section, not exceeding the **Sum Insured** for the Insured Persons and their respective family members, whenever covered and for all claims during such Policy Period the total Sum Insured mentioned in the Schedule if during the **Policy Period**, the Insured Person shall contract any disease or illness or suffer any injury and is required to undergo treatment by way of Hospitalization in any Hospital/Nursing Home in India upon the advice of a duly qualified Medical Practitioner,

Following words and expressions which are defined shall bear the same meaning wherever they appear in this Section:

**"Accident"** is a sudden, unforeseen, fortuitous, physical and involuntary event caused by external and visible means.

**"Any one Illness"** means a continuous period of illness and includes relapse within 45 days from the date of last consultation at the Hospital/Nursing Home where treatment was taken. Occurrence of same illness after a lapse of 45 days as stated above will be considered as fresh illness for the purpose of this Section.

**"Congenital External Anomaly"** means a condition(s) which is present since birth, in the visible and accessible parts of the body, and which is abnormal with reference to form, structure or position.

**"Congenital Internal Anomaly"** means a condition(s) which is present since birth, but is internal and not visible or known.

**"Day Care treatment"** means Medical Treatment and/or Surgical Procedure undertaken in a Hospital/Nursing Home/Day Care Centre under General or Local Anaesthesia, on the recommendation of a Medical Practitioner for diseases, illness or injury which require hospitalization for less than 24 hours due to advancement in technology. This excludes all procedures or treatment taken in an Out-Patient department.

**"Disease"** means an alteration in the state of the body or of some of its organs, interrupting or disturbing the performance of the functions, and causing or threatening pain and weakness or physical or mental disorder and certified by a Medical Practitioner to that effect.

**"Hospital/Nursing Home"** means an establishment in India for indoor medical care and treatment of patients which:

- a). is registered with the appropriate local authorities as such and benefits from the supervision of a Medical Practitioner on a 24 hour basis, or
- b). complies with at least the following criteria:
  - i) it has at least 10 inpatient beds;
  - ii) it has a fully equipped operating theatre where surgery is performed;
  - iii) it employs qualified nursing staff on a 24 hour basis;
  - iv) maintains a daily records of patients.
- c. By the nature of the medical treatment provided is an establishment properly recognized as a Hospital/Nursing Home within the locality and fulfills all the demands ordinarily or customarily of a

Hospital for medical treatment, and where all medical treatment is administered by a Medical Practitioner, and is not, a place of rest, a place for the aged, a place for drug-addicts or place for alcoholics, a hotel, health spa, massage center or any similar establishment.

**"Hospitalization Expenses"** mean expenses for treatment as In-Patient in a Hospital for a minimum period of 24 hours (except in respect of Day Care treatment), as admissible under this Section, under the following heads or otherwise expressly covered under this Policy:-

- Hospital (Room & Boarding and Operation Theatre) charges.
- Fees of Surgeon, Anesthetist, Nurse, Specialists.
- Cost of diagnostic tests, medicines, blood, oxygen, internal appliances like pacemaker as long as this is medically necessary.

**"Illness"** means sickness or disease first diagnosed during the Policy period for which immediate treatment by a Medical Practitioner is necessary.

**"Injury"** means physical injury caused by unintended means during the Policy period.

**"In-patient"** means an Insured Person who is admitted to Hospital/Nursing Home and stays for at least 24 hours for the sole purpose of receiving treatment.

**"Insured Person"** means the person(s) named in the Schedule to this Policy, having a place of residence in India, who is/are covered under this Policy, for whom the insurance is proposed and the appropriate premium paid.

**"Medical Charges"** mean reasonable charges unavoidably incurred by the Insured Person for the medical treatment of disease, illness or injury the subject matter of the claim as an In-patient in a Hospital/ Nursing Home, and includes the costs as defined under Hospitalization Expenses and Pre & Post Hospitalization Expenses.

**"Medical Practitioner"** means a person who holds a degree/ diploma of a recognized institution and is registered with the Medical Council in respective States of India. The term Medical Practitioner includes a physician, specialist and surgeon, provided that this person is not a member of the Insured Person's family.

**"Medically Necessary"** treatment means any treatment, tests, medication, or stay in a Hospital/Nursing Home which

- is required for the medical management of the disease, illness or injury suffered by the Insured Person;
- must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity;
- must have been prescribed by a Medical Practitioner;
- must conform to the professional standards widely accepted in international medical practice or by the medical community in India.

**"Network Hospital"** mean all such Hospitals in which Cashless facility may be availed by the Insured Person for treatment as provided in this Section. The list of Network Hospitals shall be available with the Company/or Company nominated Third Party Administrator, and be subject to amendment from time to time.

**"Policy Period"** means the period between the inception date and the expiry date of the Policy as specified in the Schedule to this Policy or the date of cancellation of this Policy, whichever is earlier.

**"Proposal Form"** means the proposal and any other information given by the Insured to the Company prior to the inception of the Policy which forms the basis of this Contract of Insurance.

**"Post-hospitalization expenses"** mean relevant medical expenses incurred during a period up to 60 days, after hospitalization for treatment of disease, illness or injury sustained and considered a part of a claim for Hospitalization Expenses admissible under this Section.

**"Pre-hospitalization expenses"** mean relevant medical expenses incurred during a period up to 30 days, prior to hospitalization for treatment of disease, illness or injury sustained and considered a part of a claim for Hospitalization Expenses admissible under this Section.

**"Pre-existing condition"** means any disease/illness/injury/ailment or related condition for which Insured Person had signs or symptoms, and / or diagnosed, and / or received medical advice/ treatment, within 48 months prior to the first Policy taken from the Company.

**"Domiciliary Hospitalization"** means medical treatment for a period exceeding three days for disease/injury which in the normal course would require care and treatment at a Hospital/Nursing Home but is actually taken whilst confined at home in India under any of the following circumstances namely :-

- i) the condition of the patient is such that he/she cannot be removed to Hospital/Nursing Home, or
- ii) the patient cannot be admitted to Hospital/Nursing Home for lack of accommodation therein.

Domiciliary hospitalization benefits shall be subject to the limit stated in the Schedule attached hereto and shall in no case cover:

- a) expenses incurred for Pre & Post Hospital treatment and
- b) expenses incurred for treatment of any of the following diseases :
  - i. Asthma
  - ii. Bronchitis
  - iii. Chronic nephritis and nephritic syndrome
  - iv. Diarrhea and all types of dysenteries including gastroenteritis
  - v. Diabetes mellitus and insipidus
  - vi. Epilepsy
  - vii. Hypertension
  - viii. Influenza, cough and cold
  - ix. All psychiatric or psychosomatic disorders
  - x. Pyrexia of unknown origin for less than 10 days
  - xi. Tonsillitis and upper respiratory tract infection including laryngitis and pharangitis
  - xii. Arthritis, gout and rheumatism.

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

**"Reasonable and Customary Charges"**- mean the charges for services or supplies, which are the standard charges for the specific provider and consistent with the prevailing charges in the geographical area for identical or similar services among comparable providers only, taking into account the nature of the disease/ illness / injury involved.

**"Schedule"** means the Schedule attached to and forming part of this Policy mentioning the details of the Insured/Insured Persons, the Sum Insured, the period and the limits to which benefits under the Policy are subject to, including any annexure and/or endorsements, made to or on it from time to time, and if more than one, then the latest in time.

**"Sum Insured"** means, subject to terms, conditions and exclusions of this Section, the Sum Insured representing the Company's maximum liability for any or all claims during the Policy Period specified in the Schedule to this Policy separately in respect of each Insured Person.

In the event of a claim being admitted under the Policy, the Sum Insured for the remaining Policy Period shall stand correspondingly reduced by the amount of claim paid or admitted and shall be reckoned accordingly.

**"Surgical operation"** means manual and/or operative procedures for correction of deformities and defects, repair of injuries, diagnosis and cure of diseases, relief of suffering and prolongation of life, performed in a Hospital/Nursing Home.

**"Third Party Administrator or TPA/Service Provider"** means an organization or institution that is licensed by the IRDA to act as a TPA and engaged for a fee or remuneration to provide Policy and claims facilitation services to the Insured/Insured Person and the Company.

## SCOPE OF COVER

The Company hereby agrees to pay in respect of an admissible claim, any or all of the following expenses subject to the Sum Insured, limits, terms, conditions and exclusions contained or otherwise expressed in this Policy.

1. Hospitalization Expenses
2. Pre-Hospitalization Expenses
3. Post-Hospitalization Expenses
4. Domiciliary Hospitalization Expenses
5. Day Care Expenses

Note: It is expressly agreed and understood that all expenses covered under the aforesaid covers shall be calculated at usual, reasonable and customary charges as defined above.

## EXCLUSIONS

The Company shall not be liable under this Section to make payment for any claim directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following except covered by way of an extension:

1. All pre-existing diseases / illness / injury / conditions as defined in the Policy, until 48 months of continuous covers have elapsed since inception of the first Policy with the Company.
2. Any disease contracted and/or medical expenses incurred in respect of any disease/illness by the Insured Person during the first 30 days from the commencement date of the Policy except in case of accidental injuries. This exclusion doesn't apply for Insured Person having any health insurance indemnity policy in India at least for 1 year prior to taking this Policy as well as for subsequent renewals with the Company without a break.
3. Treatment towards Cataract, Hysterectomy for Menorrhagia or Fibromyoma, Knee Replacement Surgery (other than caused by an accident), Arthritis, Rheumatism, Joint Replacement Surgery (other than caused by accident), Prolapse of Intervertebral discs (other than caused by accident), Varicose Veins and Varicose Ulcers, Hernia, Stones in the urinary uro-genital and biliary systems, Benign Prostate Hypertrophy, Hydrocele, Congenital internal anomaly, Fistula in anus, Piles, Pilonidal sinus, Chronic Suppurative Otitis Media (CSOM), Deviated Nasal Septum, Sinusitis and related disorders, Surgery on tonsils/Adenoids, gastric and duodenal ulcer, any



type of Cysts/Nodules/Polyps, any type of Breast lumps, Hypertension and Diabetes and related complications during the first two years(24 months) of continuous operation of this insurance cover.

Diabetes & Related complications include: Diabetic Retinopathy, Diabetic Nephropathy, Diabetic Foot/Wound, Diabetic Angiopathy, Diabetic Neuropathy, Hyper/Hypoglycemic Shocks.

Hypertension & Related complications include: Coronary Artery Disease, Cerebrovascular Accident, Hypertensive Nephropathy, Internal Bleed/Haemorrhages. If these diseases/conditions are pre-existing at the time of proposal or subsequently found to be pre-existing exclusion 1 above shall apply.

4. Any treatment arising from or traceable to pregnancy, childbirth including caesarean section. However, this Exclusion/waiting period will not apply to Ectopic Pregnancy proved by diagnostic means and certified to be life threatening by the attending Medical Practitioner.
5. Circumcision unless necessary for treatment of a disease, illness or injury not excluded hereunder or due to an accident.
6. Genetic disorder and stem cell implantation/surgery.
7. Dental treatment or surgery of any kind unless necessitated due to an accident and requiring minimum 24 hours hospitalization or treatment of irreversible bone disease involving the jaw which cannot be treated in any other way, but not if it is related to gum disease or tooth disease or damage.
8. Birth control procedures, hormone replacement therapy and voluntary termination of pregnancy during the first 12 weeks from the date of conception.
9. Routine medical, eye and ear examinations, cost of spectacles, laser surgery for cosmetic purposes or corrective surgeries, contact lenses or hearing aids, vaccinations except post-bite treatment or for new born baby up to 90 days, issue of medical certificates and examinations as to suitability for employment or travel.
10. Any condition directly or indirectly caused due to or associated with human T-cell Lymphotropic virus type III (HTLV-III) or Lymphadenopathy Associated Virus (LAV) or Acquired Immune Deficiency Syndrome (AIDS), AIDS related complex syndrome (ARCS) and all diseases / illness / injury caused by and/or related to HIV and sexually transmitted diseases.
11. Vitamins and tonics unless forming part of treatment for disease, illness or injury and prescribed by a Medical Practitioner.
12. Instrument used in treatment of Sleep Apnea Syndrome (C.P.A.P.) and Continuous Peritoneal Ambulatory Dialysis (C.P.A.D.) and Oxygen Concentrator for Bronchial Asthmatic condition or any other external devices used during or after treatment.
13. Artificial life maintenance, including life support machine use, where such treatment will not result in recovery or restoration of the previous state of health.
14. Treatment for developmental problems including learning difficulties e.g. Dyslexia, behavioural problems including attention deficit hyperactivity disorder(ADHD).
15. Treatment for general debility, ageing, convalescence, run down condition or rest cure, congenital external anomalies or defects, sterility, infertility including IVF, impotency, venereal disease, puberty, menopause or intentional self-injury, suicide or attempted suicide(whether sane or insane).
16. Certification / Diagnosis / Treatment by a family member or from persons not registered as Medical Practitioners under the respective Medical Councils, or any diagnosis or treatment that is not scientifically recognized or experimental or unproven.
17. Ailment requiring treatment due to use, abuse or a consequence of an abuse of any substance, intoxicant, drug, alcohol or hallucinogen and treatment for de-addiction, or rehabilitation.
18. Any illness or hospitalization arising or resulting from the Insured person or any of his family members committing any breach of law with criminal intent.
19. Any treatment received in convalescent homes, convalescent hospitals, health spas, nature cure clinics or similar establishments.

20. Prostheses, corrective devices and medical appliances, which are not required intra-operatively for the disease/ illness/ injury for which the Insured Person was hospitalized.
21. Treatment of any mental illness or sickness or disease including a psychiatric condition, disorganization of personality or mind, or emotions or behaviour, Parkinsons or Alzheimer's disease even if caused or aggravated by or related to an accident or illness or general debility or exhaustion ("run-down condition").
22. Any cosmetic surgery unless forming part of treatment for cancer or accident or burns, surgery for sex change or treatment of obesity/morbid obesity or treatment/surgery /complications/illness arising as a consequence thereof.
23. Charges incurred primarily for diagnostic, X-ray or laboratory examinations or other diagnostic studies not consistent with or incidental to the diagnosis and treatment even if the same requires confinement at a Hospital/Nursing Home.
24. Costs of donor screening.
25. Any form of non-Allopathic treatment, Naturopathy, Ayurvedic, Homeopathy, acupuncture, reflexology, chiropractic treatment or any other form of indigenous system of medicine.
26. Insured Persons whilst engaging in speed contest or racing of any kind (other than on foot), bungee jumping, parasailing, ballooning, parachuting, skydiving, paragliding, hang gliding, mountain or rock climbing necessitating the use of guides or ropes, potholing, abseiling, deep sea diving using hard helmet and breathing apparatus, polo, snow and ice sports or involving a naval military or air force operation.
27. Insured Person whilst flying or taking part in aerial activities (including cabin crew) except as a fare-paying passenger in a regular Scheduled airline or air Charter Company.
28. Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
29. All expenses directly or indirectly, caused by or arising from or attributable to foreign invasion, act of foreign enemies, hostilities, warlike operations (whether war be declared or not or while performing duties in the armed forces of any country), civil war, public defense, rebellion, revolution, insurrection, military or usurped power.
30. All non-medical expenses including but not limited to convenience items for personal comfort not consistent with or incidental to the diagnosis and treatment of the disease/illness/injury for which the Insured Person was hospitalized, Ambulatory devices, walker, crutches, belts, collars, splints, slings, braces, stockings of any kind, diabetic footwear, glucometer/thermometer and any medical equipment that is subsequently used at home.
31. Service charges or any other charge levied by the Hospital, except registration/admission charges.
32. Any stay in Hospital without undertaking any treatment or any other purpose other than for receiving eligible treatment of a type that normally requires a stay in the hospital.

## SPECIAL CONDITIONS

### 1. No Constructive Notice

Any knowledge or information of any circumstance or condition in connection with the Insured Person in possession of any official of the Company shall not be deemed to be notice or be held to bind or prejudicially affect the Company, or absolve the Insured/Insured Persons from their duty of disclosure, irrespective of acceptance of premium by the Company.

### 2. Notice of Charge

The Company shall not be bound to take notice or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this Policy, but the payment by the Company to the Insured Person or his/her nominees or his/her legal representatives or to the Hospital/Nursing Home, as

the case may be, of any Benefit under the Policy shall in all cases be an effectual discharge to the Company.

### **3. Special Provisions**

Any special provisions subject to which this Policy has been entered into and endorsed in the Policy or in any separate instrument in writing and signed by the Company shall be deemed to be part of this Policy and shall have effect accordingly.

### **4. Electronic Transactions**

The Insured/Insured Person agrees to adhere to and comply with all such terms and conditions as the Company may prescribe from time to time, and hereby agrees and confirms that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of the Company, for and in respect of this Policy or its terms, or the Company's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the Company's terms and conditions for such facilities, as may be prescribed from time to time. Sales through such electronic transactions shall ensure that all conditions of section 41 prescribed for the proposal form and all necessary disclosures on terms and conditions and exclusions are made known to the Insured. A voice recording in case of tele-sales or other evidence for sales through the World Wide Web shall be maintained and such consent will be subsequently validated/ confirmed by the Insured/Insured Person.

### **5. Claims falling in two Policy Periods**

Where a claim in respect of Hospitalization commenced during one Policy Period continues into a new policy (either as a renewal or a fresh cover) and becomes admissible as per the coverage of the policy, the claim will be treated under the Policy where such hospitalization has commenced and payable only upto the limit of Sum Insured available under that policy period. For renewal policies hospitalization falling in the renewed policy shall be considered only if the policy has been renewed within the expiry date of the current Policy.

### **12. Records to be maintained**

The Insured/Insured Person shall keep an accurate record containing all relevant particulars regarding his/her health and shall allow the Company to inspect such record. The Insured/ Insured Person shall within one month furnish such information as the Company may require.

### **13. Place/Currency**

No claim shall be payable under this Policy for any treatment or expenses outside India. All claims shall be payable in India and in Indian Rupees only.

### **18. Continuity Benefits**

For Roll Over Cases (Portability Policies) Continuity benefits shall be offered to all Insured/Insured Persons with effect from 1<sup>st</sup> July 2011 in accordance to IRDA circular IRDA/HLT/MISC/CIR/030/02/2011 dated 10-02.2011

Where the Policy is offered to the customers of a specific institution/employee Group, with which the Company has a tie up, continuity of benefits will be provided under the same or similar policies available with the Company with appropriate loadings/exclusions based on previous cover, claims history and current health status, in the event that such tie-up has been discontinued or the individual opts out of the group.

## CLAIMS PROCEDURE

It is a condition precedent to the Company's liability under this Section that upon the discovery or happening of any disease/illness/injury that may give rise to a claim under this Policy, the Insured/Insured Person shall:-

### 1. Claim Notification

Give immediate notice to the TPA named in this Policy/Health Card or the Company, by calling the Help Line number as specified in the Policy/Health Card, or in writing to the address shown in the Schedule with particulars as below.

- Policy Number,
- Name of the Insured/Insured Person availing treatment,
- Nature of disease/illness/injury,
- Name and address of the attending Medical Practitioner/Hospital/Nursing Home,
- Any other relevant information.

Intimation of claim must be done at least 72 hours prior to hospitalization in case of planned hospitalization and within 24 hours of hospitalization in case of an emergency hospitalization.

### 2. Cashless Facility for Hospitalization

- i) The Company may provide Cashless facility for Hospitalization expenses either directly or through the Third Party Administrator (TPA) if treatment is undergone at a **Network Hospital** by issue of pre-authorization by the Company or the TPA.
- ii) For the purpose of considering pre-authorization and Cashless facility, the Insured/Insured Person shall submit to the TPA complete information of the disease, illness or injury requiring treatment along with necessary certification from the Medical Practitioner and/or Hospital/Nursing Home.
- iii) If claim for treatment appears admissible, TPA shall issue pre-authorization to the Hospital/Nursing Home concerned for Cashless facility whereby Hospitalization expenses shall be paid directly by the Company through the TPA as confirmed in the pre-authorization.
- iv) Cashless facility for hospitalization will not be available for treatment in non-Network Hospital/Nursing Home and may be declined even for treatment at Network Hospital/Nursing Home where the information available does not conclusively establish that a claim in respect of the treatment would be admissible. In such a case, Insured/Insured Person shall bear the expenses and claim reimbursement immediately after discharge from Hospital/Nursing Home in accordance with the stipulations herein.
- v) Cashless facility for Hospitalization benefit shall be limited exclusively to Hospitalization Expenses incurred for treatment at a Network Hospital/Nursing Home for disease, illness or injury which are covered under the Policy and shall not extend to any other Value Added Benefits.

### 3. Claim Processing for Reimbursement

i) The Insured/Insured Person shall after intimation as aforesaid, further submit at his/her own expense to the TPA or the Company within 30 days of discharge from Hospital the following:-

- Duly filled Claim Form(s)
- Original bills, receipts and Discharge - Card from the Hospital /Nursing Home.
- Certificate from attending Medical Practitioner providing details of first symptoms and date of occurrence of the disease/illness/injury/surgery along with complete medical history of the Insured Person.
- Original bills from chemists supported by proper prescription
- Original Investigation test reports and payment receipts
- Medical Practitioner's referral letter advising hospitalization
- Any additional documents or information's, as may be deemed necessary by the Company or the TPA.

ii) The Insured/Insured Person shall submit to the TPA/ or the Company at his/her own expense, documents pertaining to the post hospitalization claim within 15 days from the date of expiry of post hospitalisation coverage period.

iii) The Insured/Insured Person shall at any time as may be required authorize and permit the TPA and/or the Company or anyone deputed by them in this behalf to obtain any further information or records from the Hospital/Nursing Home, Medical Practitioner, Lab or other agency, in connection with the treatment relating to the claim.

iv) If so requested by the Company or the TPA, the Insured Person shall submit to medical examination by any Medical Practitioner designated by the Company or the TPA.

The above list is only indicative. The Company may call for additional documents/ information and/or carry out verification on a case to case basis to ascertain the facts/collect additional information/documents of the case to determine the assessment of loss. Verification carried out if any will be done by Professional Investigators or a member of the Service Provider and costs for such investigations shall be borne by the Company.

In case of claims under any of the endorsements providing benefit cover, Attested Photocopy of Document from the insurer covering loss on indemnity basis can be considered for processing of claim by the company.

Intimation and submission of claims under any benefit section should be as per this Policy and will be irrespective of any intimated given to any other insurer covering the condition on indemnity basis.

Applicable Taxes prevailing at the time of claim will be considered as part of claim amount and the aggregate liability of the Company, including any payment towards such Taxes shall in no case exceed the Sum Insured opted.

#### **4. TPA to Pay or Reject**

The TPA where appointed, shall process and pay the claim or communicate rejection, if a claim is found to be not admissible under this Policy as authorized by the Company. However all decisions shall be the responsibility of the Company.

#### **5. Representation against Rejection**

Where rejection is communicated by the TPA, the Insured Person, may if so desired, represent to the Company within 15 days for reconsideration of the decision.

#### **6. Condition Precedent**

Completed Claim Forms and documents must be furnished to the Company within the stipulated timelines. Failure to furnish such evidence within the time required shall not invalidate nor reduce any claim if the Insured Person can satisfy the Company that it was not reasonably possible for the Insured Person to submit/give proof within such time.

The due intimation, submission of documents and compliance with requirements by Insured/Insured Person as mentioned above shall be essential failing which the Company/TPA shall not be bound to entertain a claim.

#### **7. Beyond Policy Period**

No claim shall be admissible for Hospitalization/Domiciliary Hospitalization commencing beyond the Policy Period.

#### **SECTION 14 - PEDAL CYCLE INSURANCE (UNDER RETAIL SEGMENT ONLY)**

The Company agrees to indemnify the Insured to the extent of the intrinsic value of the Pedal Cycle belonging to the Insured, against accidental loss, destruction or damage or any fortuitous cause occurring during the Policy Period by any cause not excluded under this Section.

#### **EXCLUSIONS:**

The Company is not liable under this Section for or no indemnity will be provided in respect of any loss arising out of, caused by, occasioned by, or attributable to

- Excess:5% of claim amount subject to minimum of Rs.500/- each and every claim.
- 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.
- Damage caused by overloading, strain or mechanical breakdown
- Loss of or damage to accessories by theft unless the pedal cycle is stolen at the same time
- Loss damage or liability occurring while pedal cycle is being used for competition, racing or pace making.

#### **SPECIAL CONDITION:**

Pedal cycle should be kept properly locked when left unattended.

#### **Basis of loss settlement**

A. Where the peddle cycle can reasonably be repaired or reinstated at a cost less than the replacement cost then the company will indemnify the insured in respect if the expenses necessarily incurred to restore such item to its state immediately prior to the happening of the insured event.

B. In the case of total loss the company shall indemnify the insured in respect of the replacement cost up to the limit of the sum insured set against the item in the schedule.

## SECTION 15 – ALL RISK COVER

Subject to the terms, exclusions, provisions and conditions contained herein or endorsed hereon the Company will indemnify the Insured to the extent of intrinsic value of the property of the Insured as stated in the said Schedule, so lost, destroyed or damaged by Fire, Theft or Accident from any fortuitous cause not excluded under this Policy, any time during the period of 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 such item or on the total Sum Insured hereby.

**EXCLUSIONS:** The Company shall not liable for losses arising out of the following:-

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 causes.
2. Scratching of crockery, glass, cameras, binoculars, lenses, sculptures, 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. Scratching, denting, chipping or any other aesthetic defects not affecting the operation or function of the portable item.
4. Faulty material, faulty workmanship or latent defect.
5. Loss or damage liable to be repaired or made good by a third party under any contract of agreement.
6. Over-winding, denting or internal damage of watches and clocks.
7. Loss of insured property from safe, following use of the key or any duplicate thereof or access code to the safe belonging to the Insured, unless this has been obtained by threat or by violence.
8. Loss or damage to diamonds, precious or semi-precious stones (unless embedded in / affixed to and forming part of any piece of ornament / specific item of jewellery, the value of which as mentioned in the schedule is inclusive of the value of diamonds, precious or semi-precious stones) , money, metals, bullion, furs, medals, numismatic property, rare books, curios or works of art, securities, manuscripts, deeds, bonds, bills of exchange, promissory notes, stocks or share certificates, stamps and travel tickets or traveller's cheque, business books or documents, plans, designs, blue prints, cards evidencing affiliation / membership with any third party programme or club.
9. Portable items at the time of destruction or damage in the custody of or being used by anyone other than the Insured or his employee to whom the said portable item is entrusted.
10. Theft from any car, except car of fully enclosed saloon type having at the time all the doors, windows and other openings securely locked.
11. Loss or damage whether direct or indirect arising from war, war like operations, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, insurrection, civil commotion, military or usurped power, seizure, capture confiscation, arrests, restraints and detainment by the order of any Government or any other authority. 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.
12. Any loss or damage arising through delay, detention or confiscation by Customs or other authorities.
13. (a) Any loss, destruction or damage, to any property whatsoever or any loss or expenses whatsoever, resulting or arising there from or any consequential loss, and any legal liability of whatsoever nature, directly or indirectly caused by or contributed to by or arising from ionizing radiation or contamination by radioactivity, from any source whatsoever.  
(b) Any loss, destruction, damage or legal liability, direct or indirectly caused by or contributed to by or arising from nuclear weapons material.
14. 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.
15. Loss or damage to the insured property due to riot, strike and malicious act.

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

For the purpose of this exclusion, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) 3

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

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

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.

17. Damage to property belonging to or held in trust by or in the custody or control of the Insured.

18. Consequential loss or legal liability of any kind.

**EXCESS:**

5% of claim amount subject to minimum of Rs.2500/- for each and every loss. For theft claims, it is 10% of claim amount subject to minimum of Rs.5000/- for each and every loss.

**SPECIAL CONDITIONS**

**1. SINGLE ARTICLE LIMIT:**

Unless specifically and separately stated, the Company's liability in respect of each article or pairs or articles shall not exceed 5% of the total Sum Insured under the Policy.

**2. ARTICLES IN PAIRS OR SETS:**

Where any item insured hereunder consists of articles in pair or set, the Company's liability in respect thereof shall not exceed the value of any particular part or parts which may be lost or damaged without reference of any special value which such article or articles may have as part of such pair or set not more than proportionate part of Insured value of the pair or set.



## ADDITIONAL BENEFITS

### **PEAK SEASON INCREASE (UNDER RETAIL SEGMENT FROM PLAN 5 ONWARDS I.E. SUM INSURED 50.0 LAKHS & MORE ONLY)**

The cover under Section-1 for stocks shall be automatically increased by **20%** to provide for seasonal variations .

#### **For the purpose of this extension, Stocks are defined as:**

Merchandise held in storage or for sale, raw materials and in-process or finished goods, including supplies used in their packing or shipping, as specified in the Schedule

#### **Seasonal variations are defined as**

The period not exceeding **46 days** for any one length of time and not exceeding **91 days** in the aggregate per Policy Period during which the stocks show marked fluctuations owing to market demand.

All other terms and conditions of Section-1 remain unchanged..

### **ADDITIONAL EXPENSES OF RENT FOR ALTERNATIVE ACCOMMODATION (UNDER ALL SEGMENTS FROM PLAN 5 ONWARDS I.E. SUM INSURED 50.0 LAKHS & MORE ONLY)**

The cover under Section-1 of the Policy is extended to additional expenses of rent for alternative accommodation due to loss or damage to property following operation of insured peril.

The period of Indemnity is limited to the period during which the original premises remain untenable as a result of occurrence of insured perils during the currency of the Policy.

The Indemnity provided under this extension, is limited to \_\_\_\_\_ in respect of any one occurrence and Rs. \_\_\_\_\_ in the aggregate during the Period of Insurance under this Policy.

### **REPLACEMENT OF LOCKS (UNDER ALL SEGMENTS UNDER BURGLARY SECTION FROM PLAN 5 ONWARDS I.E. SUM INSURED 50.0 LAKHS & MORE ONLY)**

The cover under Section 2 also provides cover for costs necessarily and reasonably incurred for replacing locks of external doors fitted in premises and/or that of safes and almirahs damaged following use of keys by force and violence.

The Indemnity provided under this extension, is limited to \_\_\_\_\_ in respect of any one occurrence and Rs. \_\_\_\_\_ in the aggregate during the Period of Insurance under this Policy.

### **MEDICAL PAYMENTS (UNDER ALL SEGMENTS FROM PLAN 5 ONWARDS I.E. SUM INSURED 50.0 LAKHS & MORE, EXCEPT HOSPITALITY WHERE IT IS AVAILABLE FOR ALL PLANS)**

The cover under Section 11 is extended to include Medical Expenses as described below for bodily injury caused by an accident on the Premises or on ways next to the Premises arising out of the Insured's Business operations.

Provided that the Company will pay regardless of fault :

1. Medical Expenses which are incurred and reported to the Company within 12 months from the date of the Accident; and
2. The injured person subjects himself to examination, at the Company's expense, by physicians of the Company's choice as often as the Company may reasonably require.

Medical expenses **are defined as expenses** reasonably incurred for:

- Necessary first aid at the time of an Accident;
- Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- Necessary ambulance, hospital, professional nursing and funeral services.

The cover under this extension shall exclude any Claim directly or indirectly caused by or which arises out of or in connection with or is attributable in anyway to the following:

- To the Insured or his Employee
- To a person, whether or not an Employee, who at the time of the Accidental Injury is entitled to benefits under any workers compensation or disability benefits law or similar law.

The cover under this extension shall be limited to:

Any one accident: **Rs -----/-**

Aggregate during the Policy period: **Rs.-----/-**

**FOOD AND BEVERAGES (UNDER ALL SEGMENTS FROM PLAN 5 ONWARDS I.E. SUM INSURED 50.0 LAKHS & MORE, EXCEPT HOSPITALITY WHERE IT IS AVAILABLE FOR ALL PLANS)**

The cover under Section 3 shall extend to include legal liability of Insured for death and/or bodily injury and/or loss of or damage to or loss of use of property arising out of poisoning by foreign or deleterious matter in food, beverages and/or any other edible items supplied by the Insured, provided always that the Insured shall take every possible precaution to prevent supply of any food/beverages/edible items which are not in good condition or free from contamination or fit for human consumption

The Indemnity provided under this extension, is limited to \_\_\_\_\_ in respect of any one occurrence and Rs. \_\_\_\_\_ in the aggregate during the Period of Insurance under this Policy.

**LIFTS, HOISTS, ESCLATORS & ELEVATORS-PUBLIC USE (UNDER ALL SEGMENTS FROM PLAN 5 ONWARDS I.E. SUM INSURED 50.0 LAKHS & MORE, EXCEPT HOSPITALITY WHERE IT IS AVAILABLE FOR ALL PLANS)**

The coverage under Section 3 is extended to cover legal liability of Insured for death and/or bodily injury and/or loss of or damage to or loss of use of property arising out of the use of any lift, hoist, escalator or elevator in the premises or for which the Insured is responsible whilst such are being utilized by members of the public.

It is a condition precedent to the Company's liability that the Insured should comply with any Act or statute of the government or government recognized authority or authorized local authority which is applicable to the provisions of this endorsement.

This extension of coverage does not increase the Limits of Indemnity provided in the Section.

#### **VALET PARKING (UNDER HOSPITALITY AND LEISURE SEGMENT ONLY)**

The Coverage under Section 3 is extended to cover loss in respect of collision damage to a third party's automobile occurring when such automobile is in the custody of the insured's Employees on the Premises or on the ways immediately adjoining the Premises, not exceeding the amount stated in the Schedule.

##### **What this Cover Excludes**

Any Claim directly or indirectly caused by or which arises out of or in connection with or is attributable in anyway to the following:

1. Damages arising while such vehicle is being driven by any person who does not hold a valid license to drive or is disqualified from holding or obtaining such a license.
2. Loss of any contents inclusive of Valuable Papers and Records, Money, jewellery and precious stones whether loose or fixed, securities, documents (including credit cards) and plans. 'Valuable Papers and Records' means written, printed or otherwise inscribed official documents and records, which are vital for the continued existence of the Business.
3. Theft of articles or accessories from the parking lot unless the car is also stolen.
4. Pre-existing damages, defects or conditions.
5. Loss or damage by persons with whom the Insureds have no legal relationship or are not associated with in any manner i.e. in respect of loss by thief posing as a valet.
6. Any claim attributable to the legal liability of the vehicle owner, which is required to be covered by way of a separate insurance contract, as per statutory provisions.

The Indemnity provided under this extension, is limited to Rs. -----/- in respect of any one occurrence and Rs.-----/- in respect of the Period of Insurance under this policy.

All other terms and conditions of Section-3 remain unchanged..

#### **ABUSE & HARRASMENT COVER (UNDER EDUCATIONAL INSTITUTION SEGMENT ONLY)**

The Cover under Section 3 will also indemnify to students on behalf of the Institution or any of its Employees in respect of any claim directly or indirectly arising out of Abuse, Harassment or Molestation.

For the purpose of this extension Abuse, Harassment or Molestation is defined as Physical Abuse, Mental Abuse, Sexual Abuse, Assault and Battery.

This extension of coverage does not increase the Limits of Indemnity provided in the Section.

All other terms and conditions of section -3 remain unchanged..

## **HOSPITALISATION EXPENSES DUE TO ACCIDENTS**

In the event of hospitalization following accidents, hospitalization expenses are payable up to the limit specified for this add-on cover. This benefit is available only for such hospitalization beyond 24 hours.

This benefit is @ 10% of the PA Sum Insured for Retail/ Commercial/ Hospitality & Leisure Segments and @ 25% of the PA Sum Insured for Educational Institution Segment.

## GRIEVANCES REDRESSAL PROCEDURE

For any grievance related to Delay in settlement or against decision on any claim, premium, Non-issue or Interpretation of Policy terms, or such other grievances the Insured/Insured Person may write to:

Head-Customer Services

601-602, 6<sup>th</sup> Floor, Trade Centre, Bandra Kurla Complex, Bandra East, Mumbai 400051

Helpline Number- <<toll free no>> or write to Head-Customer Services at <<[abc@ltinsurance.com](mailto:abc@ltinsurance.com)>>

In case the Insured/Insured Person is not satisfied with the decision of the above office, or have not received any response within 10 days, the Insured/Insured Person may contact the following official for resolution:

The Grievance Officer

L&T General Insurance Company Limited

601-602, 6<sup>th</sup> Floor, Trade Centre, Bandra Kurla Complex, Bandra East, Mumbai 400051

Helpline Number- <<toll free no>> or write to The Grievance Officer at <<[abc@ltinsurance.com](mailto:abc@ltinsurance.com)>>

In case the Insured/Insured Person is not satisfied with the decision/resolution the Insured/Insured Person may approach the Insurance Ombudsman.

The complaint should be made in writing duly signed by the complainant or by his/her legal heirs with full details of the complaint and the contact information of the complainant.

The details of the Insurance Ombudsmen and their jurisdiction are as listed below-

Ombudsman Offices	
Areas of Jurisdiction	Addresses of the Ombudsman Offices
State of Gujarat and Union Territories of Dadra & Nagar Haveli and Daman and Diu.	<b>AHMEDABAD</b> 2nd Floor, Ambica House, 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.	<b>BHOPAL</b> 1st Floor, 117, Zone II (Above D M Motors Pvt. Ltd.), Maharana Pratap Nagar, BHOPAL-462 011 Tel: 0755 - 2769200, Fax: 0755-2578103 Email:insombmp@satyam.net.in
State of Orissa.	<b>BHUBANESWAR</b> 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.	<b>CHANDIGARH</b> S.C.O No.101,102 & 103, 2nd Floor, Batra Building, Sector 17 D, CHANDIGARH-160 017 Tel: 0172- 2706196 EPBX:0172-2706468 Fax: 0172-2708274
State of Tamil Nadu and Union Territories - Pondicherry Town and Karaikal (which are part of Union Territory of Pondicherry).	<b>CHENNAI</b> Fatima Akhtar Court , 4th Floor, 453 (Old 312) Anna Salai, Teynampet, CHENNAI-600 018 Tel: 24333678, 24333668, 24335284 Fax: 044-24333664 Email:insombud@md4.vsnl.net.in
States of Delhi and Rajasthan.	<b>DELHI</b> 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.	<b>HYDERABAD</b> 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 Kerala and Union Territory of (a) Lakshadweep (b) Mahe-a part of Union Territory of Pondicherry.	<b>KOCHI</b> 2nd 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.	<b>KOLKATTA</b> North British Building 29, N S Road, 3rd Floor, KOLKATTA-700 001 Tel: 22212666, 22212669, Fax:033-22212668
States of Uttar Pradesh and Uttaranchal.	<b>LUCKNOW</b> Jeevan Bhavan, Phase 2, 6th 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.	3rd 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.	<b>GUWAHATI</b> 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 5 <sup>th</sup> Floor, Royal Insurance Building, 14 Jamshedji Tata Road, Churchgate, Mumbai 400020 022-22817515 Email: inscoun@vsnl.net

**20. IRDA REGULATIONS:** This Policy is subject to Regulations of IRDA (Protection Of Policyholder's Interests) Regulations, 2002 as amended from time to time.