

## Shri Shopkeeper Package Insurance Policy: Retail– Policy Wording UIN – IRDAN137RP0004V02201718

SHRIRAM General Insurance Company Limited (We, Our or Us) will provide the insurance described in this Policy and any endorsements thereto for the Insured Period as defined in this Policy, to the Insured Persons detailed in the Policy Schedule and in reliance upon the statements contained in the Proposal and Declaration Form filled and signed by the Policyholder, which shall be the basis of this Policy and are deemed to be incorporated herein in return for the payment of the required premium when due and compliance with all applicable provisions of this Policy.

The insurance provided under this Policy is only with respect to such and so many of the benefits as are indicated by a specific amount set opposite in the Policy Schedule.

### 1. Definition

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

**“Policy Period”**

Means the period between the commencement date and the expiry date shown in the Schedule

**“Insured”**

Means the person named in the Schedule and, for the Purposes of section III, shall additionally mean those persons (if any) specified in the Schedule as benefiting from under that Cover.

**“Insured Premises”**

Means the property named in the Schedule so long as the use of the same is restricted to solely domestic purposes.

**“Schedule”**

Means the Schedule attached to and forming part of this Policy.

**“Plate Glass”**

Means fixed plain glass and mirrors in or on the insured premises excluding painting, tinting, embossing or ornamental works on the glass unless expressly stated and value included in the Sum Insured.

**“Burglary”**

Means following upon actual forcible & violent entry to and / or exit from premises.

**“Contents”**

Means Electrical / electronic instruments furniture fixtures fittings and all other contents specified in schedule

**“Valuables”**

Means:

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

**“Policy”**

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

**“Portable equipment’s”**

Means Laptops, cameras, mobile phones, I Pads, I Pods, Power Banks and other portable equipment’s of similar nature.

**“Accident” or “Accidental”**

An accident means sudden, unforeseen and involuntary event caused by external, visible and violent means.



### **“Bodily Injury”**

Means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent, visible and evident means which is verified and certified by a Medical Practitioner.

### **Proposal Form**

The proposal form and other information and documentation supplied to us in considering whether and on what terms to offer this insurance

### **Dependent child**

Means a child (natural or legally adopted), who is financially dependent on the primary insured or proposer and does not have his/her independent source of income. Further, the age of the child must be between 5 years to 25 years and who shall be unmarried.

### **Capital Sum Insured**

Means the amount stated in the policy schedules such or limited to the specific insurance details in any section of the policy. The capital sum insured shall be subject at all time to the terms and conditions of the policy, including but not limited to the exclusions and any additional limitations noted in the wording of each section.

### **“Deductible”**

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

### **“Damages”**

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

### **“Precious Items”**

Means the items specified in the Schedule.

### **“Property Damage”**

Means actual physical damage to tangible material property belonging to Insured.

### **“Theft”**

Means mysterious disappearance of goods/ missing of goods without using of any force like using of duplicate key of premises.

## **2. GENERAL EXCLUSION APPLICABLE TO ALL SECTIONS**

The Company shall not be liable to indemnify under any section of this policy any direct or indirect loss/damage or liability or expenses howsoever caused on account of the following unless specifically provided in any of the sections:

Liability arising out of violation of any Rules and Regulation of the Govt. or Statutory authorities.

Loss or damage directly or indirectly, proximately or remotely occasioned by or which arises out of or in connection with war, invasion, act of foreign enemy, hostilities or civil war, rebellion, revolution, insurrection, warlike operation (whether war be declared or not), usurped power or civil commotion or loss or pillage in connection therein or confiscation or detention by the order of any Government or public authority.

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



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

Any loss or damage to any property whatsoever or any loss or expense 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.

Any accident, loss, destruction, damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

Liability arising due to martial law or state of seizures or any of the event or cause which determines the proclamation or maintenance of martial law or state of seizure

Loss or damage wear and tear, depreciation, gradual deterioration/ development of flaws, atmospheric or climatic condition.

Loss or damage caused by or arising out of willful act/gross negligence of the insured.

Loss of or damage to any Property insured under this Policy in the event of non-cooperation, misrepresentation, misdescription or non-disclosure in any material particular or if a claim be fraudulent or any fraudulent means or devices be used by the Insured or any one acting on his behalf to obtain any benefit under this Policy.

### **3. CONDITIONS APPLICABLE TO ALL SECTIONS:**

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

- 3.1 The Insured shall take all reasonable steps to safeguard the Property insured against any loss or damage. The Insured shall exercise reasonable care that only competent employees are employed and shall take all reasonable steps to prevent all accidents and shall comply with all statutory or other regulations.
- 3.2 The Company shall have free access to inspect any Property insured and the books of accounts of the Insured. If at any time any event shall occur materially affecting the risks insured hereunder the Insured shall give notice in writing to the Company immediately,
- 3.3 In the event of any occurrence which may give rise to a claim for indemnity under the Policy the Insured shall give notice thereof to the Company in writing. Every letter, claim, summons and legal process pertaining to the coverage offered under this Policy and the Property insured covered hereunder shall be notified or forwarded to the Company immediately.

Notice shall also be given to the Company immediately after the Insured shall have knowledge of any impending prosecution, inquest or enquiry in connection with any such occurrence as aforesaid. In case of claim or generally, the Company may be contacted at the following address:

#### **SHRIRAM GENERAL INSURANCE COMPANY LIMITED:**

#### **E-8, EPIP, RIICO, Sitapura, Jaipur**

- 3.4 The Insured shall not admit any liability or make payment of or negotiate any sum without the consent in writing of the Company. The Company shall be entitled if it so desires to take over and conduct in the name of the Insured the defense or settlement of any claim or to prosecute in the name of the Insured at its own expense and for its own benefit any claim in the name of Insured for its own benefit in pursuance of any remedies to which the Company shall be or would become entitled or subrogated upon its indemnifying the Insured and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.

- 3.5 The Company may after admission of liability pay to the Insured/third party the maximum indemnity amount on receiving the documentary evidence and thereafter the Company shall not be under further liability in respect of such occurrence except for the payment of costs and expenses of litigation incurred prior to the date of payment.
- 3.6 In the event of a claim, if there exists any other policy in favor of the Insured for the same subject matter of insurance, the Company shall not pay more than its rateable proportion of such claim.
- 3.7 We may at any time cancel the Policy on grounds of misrepresentation, fraud, non-disclosure of material fact by sending notice in writing by Registered A/D to you at your last known address at least 15 days in advance in which case we shall refund pro-rata premium for the unexpired portion of the policy on the date of cancellation, provided no claim has occurred upto the date of cancellation.

The Insured may also give 15 days' notice in writing, to the Company, for the cancellation of this policy, in which case the Company shall retain the premium for the period this Policy has been in force at the Company's short period scales.

#### SHORT PERIOD SCALE

Time for which Policy in force	Refund of premium
Not exceeding 1 Months	75%
Exceeding 1 Months but not exceeding 2 Months	70%
Exceeding 2 Months but not exceeding 3 Months	60%
Exceeding 3 Months but not exceeding 4 Months	50%
Exceeding 4 Months but not exceeding 5 Months	40%
Exceeding 5 Months but not exceeding 6 Months	30%
Exceeding 6 Months but not exceeding 7 Months	25%
Exceeding 7 Months but not exceeding 8 Months	10%
Exceeding 8 Months	NIL

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

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

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that award by such arbitrator/arbitrators of the amount of the loss or damage shall be first obtained.

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

- 3.9 The Company shall not be liable to make any payment under this Policy in respect of any claim if such claim shall be in any manner fraudulent or supported by any statement or device whether by the Insured or by any person on behalf of the Insured if the insurance have been continued in consequence of any material mis-statement or non-disclosure of any material information by or on behalf of the Insured.
- 3.10 It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within 12 calendar months from the date of such

disclaimer have been made the subject matter of a suit in a court of law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

- 3.11 No claim shall be payable under this Policy unless the cause of action arises in India and the liability to pay claim established against the Insured in any Indian court. It is further agreed and understood that only Indian Law shall be applicable to any such action however, in case the liability is otherwise clear on the basis of evidence produced by the Insured, the Company may entertain the claim without reference to a court of law.
- 3.12 The Company shall be entitled in the name of the Insured to have absolute conduct and control of all or any proceedings that it considers necessary for the purpose of tracing and recovering any Property insured lost or of securing reimbursement in respect of Property insured 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 Property insured 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 of Property insured lost.
- 3.13 The Proposer understands that if a proposal has been completed for this insurance, then the statements and all particulars provided in such proposal, and any attachments thereto, are material to the insurance company's decision to provide this insurance. The applicant further understands that the insurance company will, in its sole discretion, issue this Policy in reliance upon the truth of such statements and particulars.

This policy shall be voidable at the option of the company in the event of misrepresentation, mis-description or non-disclosure of any material particular by the insured. Any person who, knowingly and with intent to defraud the insurance company or other persons, files a proposal for insurance containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act which will render the policy voidable at the insurance company's sole discretion and result in a denial of insurance benefits.

- 3.14 If a claim is in any respect fraudulent, or if any fraudulent or false plan, specification, estimate, deed, book, account entry, voucher, invoice or other document, proof or explanation is produced, or any fraudulent means or devices are used by the insured, policyholder, beneficiary, claimant or by anyone acting on their behalf to obtain any benefit under this policy, or if any false statutory declaration is made or used in support thereof, or if loss is occasioned by or through the procurement or with the knowledge or connivance of the insured, policyholder, beneficiary, claimant or other person, then all benefits under this policy are forfeited.
- 3.15 The Company shall be entitled to take over and conduct in the name of Insured the defense or settlement of any claim in the name of Insured for its own benefit in pursuance of any remedies to which the Company shall be or would become entitled or subrogated upon its indemnifying the Insured. The Company shall have full discretion in conduct of any proceedings and in settlement of any claim and the Insured shall give all such assistance and information as the Company may require.
- 3.16 The claim will be paid for the occurrences specified in each Section within the Policy period only.
- 3.17 Average: If the property hereby insured shall at the time of any loss or damage be collectively of greater value than the Sum Insured thereon then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss or damage accordingly. Every item if more than one of the Policy shall be separately subject to this Condition.
- 3.18 Cover under this policy shall cease to attach:
- if the Insured shall cause or suffer any material alteration to be made in the premises or anything to be done whereby the risk is increased;
  - To any property the interest of the Insured in which shall pass from the Insured otherwise than by will or operation of law; unless, in every case, the consent of the Company to the continuance of the insurance thereon is obtained and signified on the policy.
- 3.19 This Policy may be renewed by mutual consent every year and in such event the renewal premium shall be paid to the Company on or before the date of expiry of the Policy or of the subsequent renewal thereof. The



Company shall not, however, be bound to give notice that such renewal premium is due. The Company shall condone a delay in renewal up to 30 days from the due date of renewal without deeming such condonation as a break in policy. However coverage will not be available for such period.

- 3.20 If at the time of any loss or damage happening to any property hereby insured there be any other subsisting insurance or insurances, whether effected by the Insured or by any other person or persons covering the same property, this Company shall not be liable to pay or contribute more than its rate able proportion of such loss or damage.
- 3.21 The Insured and any claimant under this Policy shall at the expense of the Company do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon the Company paying for or making good any loss or damage under this Policy whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by the Company.
- 3.22 The due observance and fulfilment of the terms, conditions and endorsements of this Policy so far as they relate to anything to be done or not to be done by the Insured shall be condition precedent to any liability of the Company to make any payment under this Policy.
- 3.23 The insurance granted by this policy shall cease to attach to any items described in the Schedule the interest in which shall pass from the Insured otherwise than by will or operation of law. Unless the consent of the Company for the continuance of the Insurance shall be obtained and signified by endorsement hereon.

#### **4. Section I – Shri Bharat Sookshma Udyam Suraksha**

##### **Clause A: This Policy and the Insurance Contract**

##### **1. To whom this Policy is issued and what it covers**

- i. This Policy is issued to You and covers Your Insured Property relating to Your Business as mentioned in the Policy Schedule, where the total value at risk across all insurable asset classes at one location is not exceeding ₹ 5 Crore (Rupees Five Crore only) at the policy Commencement Date.  
Provided, if the value at risk for all Insurable Assets exceeds ₹ 5 Crore during the Policy Period, this policy shall, on expiry, be replaced by the applicable policy.
- ii. If more than one person is insured under this policy, each of You is a joint policyholder. Any notice or letter We give to any of You will be considered as given to all of You. Any request, statement, representation, claim or action of any one of You will bind all of You as if made by all of You.
- iii. If You have mortgaged, pledged or hypothecated any Insured Property with a Bank, the Policy Schedule will show an 'Agreed Bank Clause' and the name of such Bank. The terms and conditions of this arrangement will be added to the Policy as an additional Clause.

##### **2. The Policy Schedule:** The Policy Schedule is an important document about Your insurance cover. It shows:

- i. Your personal details,
- ii. The Policy Period,
- iii. The description of Your Insured Property,
- iv. The total Sum Insured, the Sum Insured for each cover, or for each block, set or category of Insured Property, and its limits and sub-limits for each and every location,
- v. The insurance covers You have purchased,
- vi. The Premium You have paid for these insurance covers,
- vii. Add-on covers opted by You,
- viii. Other important and relevant aspects and information.

##### **3. Special meaning of words:** Words stated in the table below have a special meaning throughout this Policy, the Policy Schedule and Endorsements. These words with special meaning are stated in the Policy with the first letter in capitals.

Word /s	Specific meaning
Agreed Value	An amount agreed between You and Us at the policy Commencement Date for items, the value of which cannot be ascertained.

Bank	A bank or any financial institution
Building	Any building or structure in Your Premises where You carry on Your Business. It includes: a. Basement (if any), all fixtures and fittings permanently attached to the floor, walls or roof like electrical wiring, antennas etc. b. The following ‘additional structures’ located on Your Premises and used for Your Business, that are shown in the Policy Schedule: i. Garage, out-houses, security sheds, towers, verandah or porch, tanks, compound walls, retaining walls, fences, gates and internal roads, ii. Lifts, hoists, iii. Solar panels, wind turbines and air conditioning systems, central heating systems, security systems and cameras, electrical installations, fire alarm, fire sprinkler systems, power lines, power installations, iv. Water, gas and sewage pipeline within Your premises or v. Any other structure shown in the Policy Schedule.
Business	Your commercial enterprise, trade or profession as shown in the Policy Schedule.
Commencement Date	It is the date and time from which the Insurance Cover under this Policy begins. It is shown in the Policy Schedule.
Contents	Those articles or things in Your Premises that are not permanently attached or fixed to the structure of Your Premises.
Endorsement	A written amendment to the Policy that We make (additions, deletions, modifications, exclusions or conditions of an insurance Policy) which may change the terms or scope of the original policy.
Excess	It is the amount that You must bear in each and every claim before We become liable to pay.
Insurable Assets	All Buildings, Plant and Machinery, Furniture, Fixture and Fittings, Stock and all other Contents which, for the purposes of Your Business on any one location, You own, or hold as tenant or occupant, or hold in trust or on commission, or are legally responsible for as part of Your trade, even if You have not taken insurance cover for any of them.
Insured Property	The Building, Plant and Machinery, Furniture, Fixture and Fittings, Stocks and any other Contents that are declared and insured by You under this Policy, and are located in Your Premises unless specifically stated in this Policy. The Insured Property is shown in the Policy Schedule.
Kutchra Construction	Building(s) having walls and/or roofs of wooden planks/thatched leaves and/or grass /hay of any kind bamboo /plastic cloth/ asphalt/ canvas/ tarpaulin and the like.
Market Value	Market Value means new Replacement/Reinstatement Value minus depreciation reckoned as on the date of loss.
Money	Cash, bank and currency notes, credit cards, telephone cards, cheques, crossed bankers’ drafts, postal orders, luncheon vouchers, current postage stamps, trading stamps, National Savings Certificates, Premium Bonds, credit sales vouchers or receipts, unexpired units in franking machines, gift tokens and consumer redemption vouchers belonging to You or for which You are responsible.
Partial Loss	Any loss other than Total Loss.
Plant and Machinery	All equipment, machinery, pipes and cables, spares, computers, servers and preloaded licensed system software located within any structure or in the open area of Your Premises. It includes i. Machines under repair, ii. Machines taken on hire or lease, or through any system of purchase of goods, iii. Foundation, bedding or setting of the machines, or iv. Accessories of machines.
Policy Period	Policy period means the period commencing from the effective date and time as shown in the Policy Schedule and terminating at Midnight on the expiry date as shown in the Policy Schedule or on the termination of or the cancellation of insurance as provided for in <b>Clause G (III)</b> of this policy, whichever is earlier.
Policy Schedule	The document accompanying and forming part of the Policy that gives Your details and of Your insurance cover, as described in <b>Clause A (3)</b> of this Policy.
Premium	The premium is the amount You pay Us for this insurance. The Policy Schedule shows the amount of premium for the Policy Period and all other taxes and levies.
Pucca Construction	Construction other than Kutchra Construction
Reinstatement/ Replacement	Reinstatement/Replacement is defined as:



	<p>i. The reconstruction of buildings or replacement of other property lost or destroyed.</p> <p>ii. The repair or partial replacement of property damaged.</p> <p>In either case, to a condition substantially the same as but not superior, better or more extensive than its condition if it were new on the date it is damaged or destroyed.</p>
Reinstatement/ Replacement Value	This is the amount at which the Insured Property can be reinstated or replaced by a similar property, without deducting depreciation, and to the extent required to bring that Property to a condition substantially the same as, but not superior, better or more extensive than its condition if it were new on the date it is damaged or destroyed.
Stocks	<p>Any stock of goods or merchandise.</p> <p>It may be:</p> <p>i. Finished goods, semi-finished goods, stock in process, stock invoiced and ready for dispatch,</p> <p>ii. Raw materials, packing materials, or</p> <p>iii. Stock held in trust for which You are responsible.</p> <p>iv. Stock in Open in the Insured Premises</p>
Sum Insured	The amount shown as Sum Insured in the Policy Schedule. It represents Our maximum liability for each cover or part of cover and for each loss, as applicable.
Total Loss	A situation where the Insured Property or item is completely destroyed, lost or damaged beyond retrieval or repair or the cost of repairing it is more than the Sum Insured for that item or in total.
We, Us, Our, Insurer	The Shriram General Insurance Company Limited that has provided Insurance Cover under this Policy; of the Company.
You, Your, Insured	The Insured Person/s who has/have purchased Insurance Cover under this Policy; of such Insured Person/s
Your Premises	The premises in which You carry on Business that is occupied by You for the purposes of Business declared to Us and is reflected in the Policy Schedule.

**Clause B. Insured Events**

We give insurance cover for physical loss or damage, or destruction caused to Insured Property by the following unforeseen events occurring during the Policy Period.

The events covered are given in Column A and those not covered in respect of these events are given in Column B.

	Column A	Column B
	<b>We cover</b> physical loss or damage, or destruction caused to the Insured Property by	We do not cover any loss or damage, or destruction caused to the Insured Property
1	Fire, including due to its own fermentation, or natural heating, or spontaneous combustion	caused by a) Its undergoing any heating or drying process, or b) Burning of Insured Property by order of any Public Authority.
2	Explosion or Implosion	a) Caused to boilers, economizers or other vessels, machinery or apparatus in which steam is generated, or their contents, resulting from their own explosion or implosion, or b) Caused by centrifugal forces.
3	Lightning	-
4	Earthquake, volcanic eruption, or other convulsions of nature	-
5	Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Tsunami, Flood and Inundation	-
6	Subsidence of the land on which Your Home Building stands, Landslide, Rockslide	Caused by a) Normal cracking, settlement or bedding down of new structures. b) The settlement or movement of made up ground



		<p>c) Coastal or river erosion d) Defective design or workmanship or use of defective materials, or e) Demolition, construction, structural alterations or repair of any property, or groundworks or excavations.</p>
7	Bush fire, Forest Fire, Jungle Fire	-
8	Impact damage of any kind, i.e., damage caused by impact of, or collision caused by any external physical object (e.g. vehicle, falling trees, aircraft, wall etc.)	<p>a) Caused by pressure waves caused by aircraft or other aerial or space devices travelling at sonic or supersonic speeds. b) Caused by vehicle, animal or aircraft belonging to or owned by Insured or their employee while acting in the course of employment</p>
9	Missile testing operations	-
10	Riot, Strikes, Malicious Damages	<p>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) Temporary or permanent dispossession, confiscation, commandeering, requisition or destruction by order of the government or any lawful authority, or c) Temporary or permanent dispossession of any Building by unlawful occupation by any person.</p>
11	Acts of terrorism (Coverage as per Terrorism Clause attached)	Exclusions and Excess as per Terrorism Clause attached
12	Bursting or overflowing of water tanks, apparatus and pipes,	-
13	Leakage from automatic sprinkler installations	<p>a) Repairs or alterations in Your Home or the building in which Your Home is located, b) Repairs, removal or extension of any sprinkler installation, or c) Defects in the construction known to You.</p>
14	Theft within 7 days from the occurrence of and proximately caused by any of the above Insured Events.	<p>if it is a) Any article or thing outside Your Home, or b) any article or thing attached from the outside of the outer walls or the roof of Your Home, unless securely mounted</p>

### Clause C: The Standard Cover

#### 1. What We cover

We cover physical loss or damage, or destruction of any Insured Property because of any Insured Event stated in **Clause B** of this Policy and subject to the exclusions stated in **Clause D** of this Policy subject to all terms and conditions of this Policy. We also give **In-built** Covers without charging additional premium which are stated in **Clause C (4)** of this Policy.

#### 2. Basis of Sum Insured

- i. For Building, Plant and Machinery, Furniture, Fixture and Fittings and any other contents: **Reinstatement Value**
- ii. For Stocks:
  - a. For raw material: landed cost at Your Premises.
  - b. For stock in process: input cost of the stock at the time of loss.
  - c. For finished stock: the manufacturing cost of the Finished Stock or the **Contract Price** of goods sold but not delivered and more precisely defined below.

**Contract Price** is in respect only of goods sold but not delivered, for which You are responsible and with regard to which under the conditions of the sale, the sale contract is cancelled by reason of any Damage insured under this Policy either wholly or to the extent of the Damage. The Company's liability shall be based on the Contract Price.

- iii. Bullion or unset precious stones, any curios or works of art or obsolete machinery and the like are to be covered on Agreed Value basis subject to a valuation certificate being submitted and found acceptable by Us.

### 3. Restoration of Sum Insured

Except as stated in **Clause G (III) (3) (e)** of this Policy, the insurance cover will at all times be maintained during the Policy Period to the full extent of the respective Sums Insured. This means that after We have paid for any loss, the policy shall be restored to the full original amount of Sum Insured. You must pay to Us proportionate premium for the unexpired Policy Period from the date of loss. We can also deduct this premium from the net claim that We must pay You.

Notwithstanding the above, the Sum Insured shall stand reduced by the amount of loss in case You, immediately on occurrence of the loss, exercise Your option not to restore the Sum Insured.

### 4. In-built Covers

If We agree to pay Your claim for loss or damage to Insured Property, We will also pay for the following loss or damage and expenses.

#### 4.1. Additions, alterations or extensions:

We cover Buildings, Plant, Machinery, and Furniture and Fittings, or other Contents which You will erect, or acquire, or for which You will become responsible, after the Commencement Date, in the Insured Premises. We will pay, for that item as follows:

- i. You inform Us of the item so erected or acquired within 7 (seven) days of it becoming known to You,
- ii. Such item of Property is not otherwise insured,
- iii. Maximum limit under this cover is 15% (excluding stocks),
- iv. Subject to Underinsurance provision of **Clause F** of this Policy.

#### 4.2. Stocks at many locations on floater basis:

We cover physical loss or damage to movable property in more than one location as follows:

- i. You have declared all locations, and these are shown in the Policy Schedule.
- ii. You have declared stocks as a single value reflecting the aggregate Sum Insured.
- iii. You have a good internal audit accounting procedure under which the total amount at risk and the locations can be established at any particular time.
- iv. You must inform Us of any change in the address of any location occurring after the Commencement Date.

#### 4.3. Temporary removal of stocks:

We cover stocks temporarily removed to any other premises for the purposes of fabrication, processing or finishing, or other similar purposes as follows:

- i. Maximum cover will be 10% of the Sum Insured of Stock,
- ii. Such stock is not otherwise insured.

#### 4.4. Cover for Specific Contents: We cover the following, as applicable:

- a. Money for an amount not exceeding ₹50,000 (Rupees Fifty Thousand) during the policy period.
- b. Deeds, manuscripts and business books, plans, drawings, securities, obligations or documents of any kind, but only for the cost of the materials and clerical labour expended in reproducing such records for an amount not exceeding ₹50,000 (Rupees Fifty Thousand) during the policy period.
- c. Computer programmes, information and data but only for the cost of the materials and clerical labour expended in reproducing such records for an amount not exceeding ₹ 5 Lakh (Rupees Five Lakh) during the policy period.
- d. Employees', Directors', visitors' personal effects of every description (other than motor vehicles) for an amount not exceeding ₹15,000 (Rupees Fifteen Thousand) per person for a maximum of 20 (twenty) persons during the policy period.

**4.5. Start-Up Expenses:**

We cover start-up costs necessarily and reasonably incurred by the insured in respect of the insured risk consequent upon a loss or damage covered by this policy for an amount not exceeding ₹ 1 Lakh ( Rupees One Lakh )during the policy period.

**4.6. Professional fees:**

We will pay the expenses that You incur towards reasonable fees of Architects, Surveyors and Consulting Engineers as follows:

- i. The fees are paid for preparing plans, specification tenders and quantities, and services in connection with the superintendence of the reinstatement of the Insured Building, Machinery, Accessories or Equipment;
- ii. The maximum We pay is 5 % of the claim amount;
- iii. We do not cover fees or costs for preparing any claim or estimate of loss or damage by the Insured Perils.

**4.7. Costs for removal of debris:**

We will pay reasonable expenses You incur towards removal of debris of any Insured Property from Your Premises, and dismantling, demolishing, shoring up or propping up of Insured Building or Machinery. The maximum We pay is 2 % of the claim amount.

**4.8. Costs compelled by Municipal Regulations:**

We pay such additional cost of reconstruction or reinstatement of the Insured Property that is incurred solely because You must comply with any regulations or bye-laws of any municipal or local authority, or any provision of any State or Central Act, Rules or regulations. We cover these costs on the following conditions:

- i. You must commence the repairs, or reconstruction or reinstatement of the Insured Property, within a reasonable time after the date of damage or destruction. You must complete the repairs, reconstruction or reinstatement within reasonable time, in any case not beyond 12 months from the date of damage or destruction, or within such time as We may allow in writing.
- ii. If Our Liability is reduced under any term or condition of this Policy, Our liability under this extension will also be proportionately reduced.
- iii. All other terms and conditions of this Policy will apply to this extension.
- iv. These costs will not include
  - a. the costs incurred for complying with such regulations,
    - for destruction or damage occurring before Commencement Date,
    - for destruction or damage not insured under this Policy
    - under which You have received notice before the destruction or damage occurred.
  - b. Any additional cost required to repair or reconstruct the Insured Property to a condition equal to its condition when new, had the need to comply with the regulation 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 Insured Property or by the owner thereof by reason of compliance with any of the aforesaid regulations or bye-laws.

**Clause D: Exclusion, that is, what We do not cover**

We do not cover losses or expenses, or any loss, damage to, or destruction of the Insured Property, directly or indirectly as a result of or if caused by or arising from events, stated below:

1. Excess of ₹ 5,000 (Rupees Five Thousand) for each claim. This means that We will deduct ₹ 5000 (Rupees Five Thousand) for each and every loss suffered by You under the terms of this policy.
  - ii. For terrorism risk the Excess shall be as per the clause attached to this policy.
2. Your deliberate, wilful or intentional act or omission, or of anyone on Your behalf, or with Your connivance.
3. Loss, damage or destruction to any electrical/electronic machine, apparatus, fixture, or fitting by over-running, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity from whatever cause (lightning

- included). This exclusion applies only to the particular machine so lost, damaged or destroyed. However, any ensuing loss or damage to other insured property due to operation of an insured peril is covered.
4. Loss, destruction or damage to the stocks in cold storage premises caused by change of temperature.
  5. 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 Insured Events.
  6. Your Premises or any Insured Building remaining continuously unoccupied for a period of more than 30 days, unless You have obtained prior written approval from Us and such approval is recorded as an endorsement on the Policy.
  7. War, invasion, act of foreign enemy hostilities or war-like operations (whether war is declared or not), civil war, mutiny, civil commotion amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
  8. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component that is part of it.
  9. Pollution or contamination, unless
    - i. the pollution or contamination itself has resulted from an Insured Event, in which case only physical damage to the Insured Property is covered, or
    - ii. an Insured Event itself results from pollution or contamination.
  10. Loss, destruction or damage to bullion or unset precious stones, any curios or works of art unless such amount is declared separately and recorded in the Policy Schedule.
  11. Loss of any Insured Property which is missing or has been mislaid or its disappearance cannot be linked to any single identifiable Insured Event.
  12. Loss or damage to any Insured Property removed from Your Premises to any other place, except
    - i. Machinery and equipment temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding 60 days,
    - ii. Stock covered under **Clause (C) (4.3)** of this Policy.
  13. Any reduction in market value of any Insured Property after its repair or reinstatement.
  14. Loss or damage to any Insured Property or any claim which is covered by a marine policy in force at the time of loss or damage, except in excess of the limits of that policy.
  15. Any consequential or indirect loss or damage of any description, i.e. losses or extra costs (financial or non-financial) that follow or are a consequence of an Insured Event, like, loss by delay, loss of income or wages or earnings, or of market, or of time, medical expenses, or any costs not covered by this Policy.
  16. Costs, fees or expenses for preparing any claim.

### **Clause E – What We Pay**

If any Insured Property is physically damaged, lost or destroyed, We will pay You as follows:

1. Partial Loss:
  - i. If any Insured Property is a Partial Loss, We will reimburse to You the cost of repairs to the extent required to bring that Property to a condition substantially the same as, but not superior, better or more extensive than its condition if it were new on the date it was damaged.
  - ii. If any Insured Stock is a Partial Loss We will pay You to the extent of the loss of such Partial Loss.
2. If Building or Plant and Machinery or Furniture, Fixture, Fittings is a **Total Loss**, We will pay You for
  - i. The Reinstatement/Replacement Value of the Building or Plant and Machinery or Furniture, Fixture, Fittings.
  - ii. Reconstruction of the new building on the same site, or another site. If You reconstruct the new Building or Reinstatement the Plant and Machinery or Furniture, Fixture, Fittings on another site We will not pay You more than what We would pay to reconstruct or replace on the same site.
  - iii. Reinstatement using standard material readily available and in common use for similar type of Building.
3. If the Stock is a **Total Loss**, We will pay You as follows:
  - i. Landed cost at Your Premises for Stock of raw materials,
  - ii. Total manufacturing cost for Stock of finished goods,
  - iii. The input value of Stock in process at the time loss,
  - iv. The Contract Price in case of goods sold but not dispatched, and lying within Your premises for which You are responsible under the terms of a contract of sale. We will pay Your claim on the basis of the Contract Price, if the sale is cancelled wholly or to the extent of loss or damage caused by an Insured Event covered by this Policy. For the purposes of this para, the value of all goods to which this basis of settlement could apply in the event of loss or damage will also be ascertained on the same basis.

4. You must commence the repairs or Reinstatement within a reasonable time after the date of the damage or



destruction. You must complete the repairs or Reinstatement within reasonable time, in any case not beyond 12 months from the date of damage or destruction, or within such time as We may allow in writing.

5. If You fail to start the work of the repairs or Reinstatement within reasonable time, or to complete the repairs or Reinstatement within time We will pay Your claim based on the Market Value of the Building, Plant and Machinery, Furniture, Fixture, Fittings as the case maybe.
6. We will pay the Market Value of the Building, Plant and Machinery, Furniture, Fixture and Fittings at the time it is a Total Loss, but not more than the relevant Sum Insured,
  - i. If the Building cannot be Reinstated or rebuilt due to Municipal, State or Central law, rules, regulations or bye-laws,
  - ii. If You do not wish to Reinstatate the Building ,Plant and Machinery, Furniture, Fixture, Fittings.
7. We will also pay other amounts mentioned in **Clause C (4)** of this Policy.

**NOTE: In any claim, We will not pay more than the relevant Sum Insured, subject to Underinsurance as stated in Clause F of this Policy:**

#### **Clause F – Underinsurance:**

1. The Sum Insured for each item of Insured Property must be sufficient to pay for Reinstatement/Replacement of that Property on the date of loss. If the Reinstatement/Replacement Value of the Insured Property, in totality, including additions, alterations, erections and new acquisitions, is more than the Sum Insured, except to the extent waived in **Clause F (3)** of this Policy, it amounts to underinsurance, and will reduce proportionate to the difference from the amount that We will pay for Your claim.
2. Every item of Insured Property is subject to this condition separately.
3. Under this Policy, We will waive underinsurance upto 15%.
4. If at the time of damage the Sum Insured applicable to the relevant Buildings, Plant and Machinery, Furniture, Fixture, Fittings, Stocks and other contents is less than 85% of the value of Insurable Assets, You will be responsible for the difference and You will bear a proportionate share of the loss.
5. Underinsurance will not apply to **Cover for Specific Contents**.

**NOTE:** The cost for Reinstatement of additions made to Insured Property during the Policy Period will be reckoned from the date of addition.

#### **Clause G - Conditions**

##### **I Your Obligations**

##### **1. Make true and full disclosure in the proposal and related documents**

- i. You have a duty of disclosure to tell Us everything You know, or could reasonably be expected to know, that is relevant to Us for deciding whether to give You insurance cover and on what terms. You owe this duty to disclose such relevant material information even if We have not specifically asked for it. This duty extends to any information or declarations given by anyone else on Your behalf.
- ii. We have agreed to give You insurance cover entirely on the basis of the information You, or anyone on Your behalf, have given Us in the proposal, statements and other declarations and documents (in writing or electronic) about Yourself, the Building, Plant and Machinery, Furniture, Fixture, Fittings, Stocks and other Contents. The correct and complete information You give is the basis of Our contract with You. Our promise to pay is conditional upon the truth of these statements and on the assumption that You, or anyone on Your behalf, has not withheld any material information about Yourself, the Building, Plant and Machinery, Furniture, Fixture, Fittings, Stocks and other Contents.

##### **2. Make true statements and full disclosure in the claim and related documents**

You must also give true and full information in Your claim and submit true documents. If You give any false information or document in the claim, or if You withhold any information or document (written or electronic), We have a right to refuse payment of Your claim. We may also cancel Your policy.





**3. Obligation to take care: You must:**

- i. Ensure that unauthorised persons do not occupy Your Premises.
- ii. Whenever Your Premises or any Building in Your Premises is unoccupied, You must ensure that all security procedures on Your Premises are in force.

**4. Inform change in circumstances:**

You must inform Us immediately if:

- i. You change the nature of Your Business or any processes,
- ii. You let out Your Premises or any part, or Your Premises will no longer be solely occupied by You
- iii. You change the use of Your Premises or any Building,
- iv. Your Premises or any Building remains unoccupied for more than 30 days.

**5. Allow inspection and investigation of claim**

You must allow and give full cooperation for the survey/investigation of Your claim by Us. You must allow Us, and any surveyor, officer or other representative that We authorise, to enter Your Premises, inspect it, take photographs and where required, permit the scientific testing and investigation of any insured article affected by the insured peril, You must answer all questions asked regarding Your claim truthfully and completely, and submit all documents that We will require.

**6. Follow claim procedure**

When You suffer any loss or damage to any Insured Property, and wish to make a claim, You must follow all steps stated in this Policy about immediate reporting to Us and to the appropriate Legal Authorities as per Clause G (IV) of this Policy.

**II Renewal of Policy**

- 1. End of Policy:** This Policy will expire at the end of the Policy Period.
- 2. Application for renewal:** If You wish to renew the Policy, You must apply for renewal before the end of the Policy Period and pay the required premium amount.
- 3. Renewal is not automatic:** We may seek relevant information from You for the purpose of renewal. We can reject Your renewal only on grounds of mis-representation, non-disclosure of material facts, fraud or non-co-operation on Your part.

**III Cancellation and Termination of Policy**

**1. Cancellation by You at any Time**

- a. You can cancel this Policy at any time by giving Us notice in writing. The Policy will terminate when We receive Your notice.
- b. If You cancel the policy, We will refund premium on short period.

**2. Cancellation by Us:**

We will not cancel the Policy during the policy period except on the grounds of mis-representation, non-disclosure of material facts, fraud or non-co-operation of the insured

**3. Automatic termination of the Policy**

This Policy will automatically end in the following cases:

- a. **Destruction of Your Insured Building:** This Policy will automatically end 7 (seven) days after any Insured Building collapses or is displaced or destroyed by reason other than any Insured Event. If a separable part of any Insured Building falls down or is destroyed by reason other than any Insured Event, the cover will end for such part or additional structure.
- b. You can apply within 7 (seven) days of such fall or destruction for continuing insurance cover. We may agree, but will not be bound, to continue the cover on revised rates, terms and conditions.
- c. **Change of use or ownership of Insured Property:** The Policy will end in regard to the Insured Property affected, unless You have obtained Our prior consent in writing as an Endorsement on the Policy,

- i. If You change the trade or manufacture, or the nature of Your occupation, or You change other circumstances relating to the Building or a building containing any Insured Property in such a way as to increase the risk of loss or damage by Insured Events;
  - ii. If Your interest in any Insured Property passes to another except by will or operation of law.
- d. **Sale of Insured Property:** This Policy will end when You sell, surrender or release Your interest in any Insured Property or its part .
- e. **Exhaustion of Sum Insured:** If any Insured Property is lost, destroyed or stolen, or is a Total Loss, and We pay You the full Sum Insured for such item, the insurance cover for that item will automatically end. If We pay the total Sum Insured for any claim, this Policy will end.
- f. **Effect of death:** If You are an individual, in the event of Your unfortunate death the Insurance Covers that You have purchased will continue for the benefit of Your legal representative/s during the Policy Period subject to all the terms and conditions of this Policy.
- g. **Policy not invalidated:** The Policy is not invalidated:
- i. By transfer of Your interest in the Policy by operation of law, if that occurs during the Policy Period. We can continue this policy on same or modified terms in favour of Your legal representatives if they apply for this purpose within 30 days of such transfer;
  - ii. by any act, omission, or alteration unknown to You, or beyond Your control, that increases the risk of loss or damage, if You give notice to Us immediately when You become aware of the act, omission or alteration, and pay additional premium if required; or
  - iii. If Your employees or workmen carry out repairs, maintenance work or minor alterations in the Insured Property.

#### IV **Claims Procedure**

If You suffer a loss because of an Insured Event, You must make a claim for Your financial loss at Your cost.

The procedure for making a claim is given below. These include things that **You must do**, and that **You must not do**. It is important to comply with these to ensure that it does not prejudice Your claim in any manner.

##### 1. **Immediate notice to Us**

- a. As soon as any physical loss or damage occurs to Your Home Building or Home Contents due to an Insured Event, You must immediately give notice to Us of the loss or damage. This is necessary for Us to survey/ investigate the loss or damage.
- b. You can give notice to any of Our offices or call-centres.
- c. You must state in this notice
  - i. The Policy Number,
  - ii. Your name,
  - iii. Details of report to the police that You made,
  - iv. Details of report to any Authority that You made,
  - v. Details of the Insured Event,
  - vi. A brief statement of the loss,
  - vii. particulars of any other insurance of the Insured Property Your Premises or any other Property on Your Premises,
  - viii. Details of loss or damage under Add-ons, if any, and ,
  - ix. Submit photographs of loss or physical damage, wherever possible.

##### 2. **Steps to prevent loss and damage**

- a. You must take all reasonable steps to prevent further loss or damage to the Insured Property.
- b. Until We have inspected the Insured Property and Your Premises, and have given Our consent,
  - iii. You must not sell, give away or dispose of any damaged items of any property,
  - iv. You must not wash or clean, or remove any damaged item or debris, except for any urgent necessity, and
  - v. You must not carry out repairs, unless such repairs are urgent and You cannot contact Us.

##### 3. **Immediate notice to Authorities**

- a. As soon as any loss or damage occurs to the Insured Property, You must give immediate report to appropriate legal authorities. For example, You must report to the fire brigade of the local authority and the police if there is damage by fire/ explosion / implosion or lightning. In case of subsidence /landslide/rockslide, You must inform the District Administration. In the event of impact damage of any kind or Riot Strikes, Malicious acts and acts of terrorism, You must inform the police. If there is a theft within 7 (seven) days following an Insured Event, You



must inform the police.

- b. We may but not necessarily, waive this condition if We are satisfied that by reason of extreme hardship it was not possible for You or any other person on Your behalf to give such report.

#### **4. Submit claim**

- i.
  - a. You must submit Your claim in Our claim form at the earliest opportunity, but within 30 days from the date You first notice the loss or damage. The claim form is available in any of Our branches, and on Our web-site.
  - b. You must state in Your claim the details of any other insurance policy that covers the damage or loss for which You have filed Your claim, whether You have purchased such other insurance, or someone else has purchased it for You.
- ii. We shall not be liable for any loss or damage after the expiry of 12 months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration. If We disclaim liability for a claim You have made and if the claim is not made a subject matter of a suit in a court of law within a period of 12 months from the date of disclaimer, the claim shall not be recoverable hereunder.

#### **5. Establish loss**

You must prove that the Insured Event has occurred, and the extent of loss or physical damage You have suffered with full details,

- i. You must support Your claim for Insured Property with plans, specification books, vouchers, invoices pertaining to costs incurred by You for reconstruction/replacement/repairs.
- ii. You must allow Us, Our officers, surveyors or representatives to inspect the Insured Property, and to take measurements, samples, damaged items or parts, and photographs that are relevant.
- iii. You must give Us authority to see the relevant records and get information about the Event and Your loss from the police or any other authority.
- iv. You must give Us when We request any additional information that We require for verifying Your claim.

#### **6. Fraudulent claim**

If You, or anyone on Your behalf, make a false or fraudulent claim, or support a claim with any false or fraudulent statement or documents:

- i. We will not pay,
- ii. We can cancel the Policy: in such a case, You will lose all benefits under this Policy and premium that You have paid, and
- iii. We can also inform the police, and start legal proceedings against You.

#### **7. Other insurance**

- i. If You have any other policy with Us or any other Insurance Company (taken by You or by anyone else for You) covering in whole or in part any claim that You have made under this Policy, You have a right to ask for settlement of Your claim under any of these policies.
- ii. If You choose to claim under this Policy from Us, We will settle Your claim within the limits and the terms and conditions of this Policy.
- iii. After We pay the amount under Your claim, We have the right to ask for contribution from the Insurers that have given You the other policies.
- iv. We will ensure that Our actions do not impose any liability on You.

#### **8. Our rights relating to Insured Property**

- i. We must investigate/survey that Your claim is covered by this Policy. For this purpose, We will give You notice and request Your cooperation as follows:
  - a. We and Our representatives will visit Your premises, inspect the Insured Property
  - b. We will ask You to give to Us any items of the Contents of Your premises for the purposes examination, testing, or any other investigation,
  - c. We will dispose of or deal with or sell any item of the Contents of Your Premises for which loss We have paid completely.
- ii. We will ensure that Our actions will not impose any liability on You.



## **9. Recovery action by Us**

- i. When We accept and pay Your claim under the Policy, We can start legal proceedings to recover the amount or property from the third party who has caused the loss or damage to Your Insured Property. You must give authority to Us to take such action and exercise this right effectively, when We request You, whether before or after making payment of Your claim. You must give all information, cooperation, assistance and help for this purpose. You must not do anything which will prejudice Our right.
- ii. Any amount We recover from such person will be applied first to the costs of the legal proceedings and recovery, then to the claim amount We have paid or must pay to You. We will pay You any balance.
- iii. You can start legal proceedings against any person who has caused the loss or damage only with Our prior consent, and on conditions that We will impose. You must not compromise or settle any claim against such person without Our consent. If You recover any amount from such person, You must return to Us the amount We have paid for Your claim. We can take over the conduct of legal proceedings that You have started and continue the proceedings in Your name.

## **Clause H – Changes to Cover**

1. You can choose to make changes to the covers of this Policy, for example, take additional cover, or increase or reduce any Sum Insured. You must make a proposal or request for any change. It will be effective only after We have accepted Your proposal, and You have paid the additional premium where applicable.
2. This Policy (including the Policy Schedule, the proposal, declarations and the Endorsements) consists of the entire contract between You and Us.

## **Clause I – Other Details**

### **1. Designation of Insured Property**

For the purpose of determining under which item any Property is insured, We agree to accept the designation under which such Property appears in Your books of account.

### **2. Notices**

- i. We will send any notice, letter or communication in writing to You at Your address mentioned in the Policy Schedule, and to Your email address that You have registered with Us.
- ii. You will send any notice, letter, intimation or communication in writing to Us at the branch office where You purchased the Policy. You can also send it at the address mentioned in the Policy Schedule. You shall not send any notice etc. to the insurance agent, broker or any other entity. They are not authorised to receive notices etc. on Our behalf.

### **3. Applicable law and jurisdiction**

This Policy will be subject to the laws of India, and to the jurisdiction of courts in India.

### **4. Arbitration**

If any dispute or difference arises between You and Us regarding the amount of claim to be paid under this policy (liability having been admitted by Us), such difference shall independently of all other questions, be referred to the decision of a sole arbitrator to be appointed in writing by You and Us or if You and We cannot agree upon a single arbitrator within 30 days of either of Us opting for arbitration, the same shall be referred to a panel of three arbitrators comprising of two arbitrators, one to be appointed by each of Us, to the dispute/difference and the third arbitrator to be appointed by two such arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

## 5. Section II – Burglary / House Breaking:

- a) any loss of or damage to property belonging to the Insured or held in trust or on commission for which he is responsible or any part thereof whilst contained in the premises described in the Schedule hereto due to burglary or house-breaking (theft following upon an actual forcible and violent entry of and/or exit from the premises) or hold-up;
- b) damage caused to the premises resulting from burglary and/or housebreaking or any attempt thereat, any time during the period of insurance up to 5% of the Sum Insured for all contents. Provided always that the liability of the Company shall in no case exceed the Sum Insured stated against each item or total Sum Insured stated in the Schedule.

### 5.1 EXCLUSIONS UNDER SECTION II:

The Company shall not be liable in respect of –

- a) Gold, silver or articles made of precious metals, watches or jewellery or precious stones or models or coins or curios, sculptures, manuscripts, rare books, plans, medals, moulds, designs, deeds, bonds, bills of exchange, bank, treasury or promissory notes, cheque, money, securities, stamps, collection of stamps, business books or papers, motor vehicle unless specifically insured.
- b) Any goods lying outside such portion of the Premises insured as is herein, is excluded from scope of cover unless specifically included.
- c) Loss or damage where any inmate or member of the Insured's household or his business staff or any other person lawfully in the premises in 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 in any way assisted or brought about by any such person or persons.
- d) Loss or damage which is recoverable under any other section of this policy.
- e) Loss or damage directly or indirectly, proximately or remotely occasioned by or which arises out of or in connection with Riot and Strike, Civil Commotion, Earthquake, Flood, Storm, Cyclone or other convulsions of nature or atmospheric disturbances.
- f) Loss of money and/or other property extracted from a safe following the use of the key to the said safe or any duplicate thereof belonging to the Insured, unless such key has been obtained by assault or violence or any threat thereof. Loss or damage if the premises shall have been left uninhabited for seven or more consecutive days and nights unless, in every case, the consent of the Company to the continuance of the insurance thereon is obtained and signified on the policy.
- g) This policy shall cease:
  - a. If the premises is left uninhabited by day and night for seven or more consecutive days and nights.
  - b. If the Insured shall cause or suffer any material alteration to the premises or anything to be done whereby the risk is increased.
  - c. To any property the interest of the Insured in which shall pass from the Insured otherwise than by will or operation of law. Unless in each case, the consent of the Company to the continuance of the Insurance thereon is obtained and signified on the policy.
- h) Loss or damage due to Terrorism and Sabotage activities.

### 5.2 SUM INSURED – BASIS OF VALUATION:

Sum insured must represent market value of the property insured which means current value of the item.

### 5.3 Compulsory Excess:

0.25% of claim amount subject to a minimum of Rs. 1000/-

### 5.4 Conditions Applicable to Burglary Section

**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 safe or strong



room and produced as evidence in support of a claim under this policy. The keys of the safe or strong room shall not be left on the premises after business hours, unless the premises are occupied by the Insured or any other permanent 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.

## 5.5 Add-on Covers:

This section detailed different add-on covers. The claims/benefit under the respective add-on cover would be available / payable only if the policy schedule shows that you have opted for the respective add-on cover and has paid premium for such add-on cover

### **THEFT:**

Covers any loss of or damage to the property belonging to the Business of the Insured due to theft, the Company shall indemnify the amount of loss suffered. However, theft does not include larceny.

Provided always that the liability of the Company shall in no case exceed, the sum insured stated against each item or Total Sum Insured stated in the Schedule.

### **PURCHASE PROTECTION EXTENSION:**

Covers any loss of or damage to any new items, belonging to the Business of the Insured within the insured premises specified in the Schedule, purchased during the currency of the policy period by operation of a peril insured under coverage Section Burglary of the Policy for 90 consecutive days from the date of purchase or till the policy expiry date whichever is earlier. The sum insured for such purposes will be limited to a maximum of 25% of the sum insured opted in the policy schedule;

Further, if the insured chooses to inform the Company in writing within 90 days of date of purchase and pays the Company appropriate additional premium due for insuring the purchased item and/or stock under coverage then such purchased items and/ or stock shall be held covered for remaining period of the policy (i.e., balance period after the expiry of the 90 days from the date of purchase) as well as the sum insured under this section will be restored till the expiry of the policy period.

### **Conditions applicable to Purchase Protection Extension:**

1.
  - a. The insured must take all reasonable steps to protect and maintain all the items insured under the policy and protect them against any loss or damage.
  - b. In the event of a claim, the insured shall submit conclusive proof of purchase in respect of the new items claimed to be lost or damage covered under Burglary.  
The liability of the Company shall not exceed- the actual net amount paid by the insured as per the sale receipt, credit invoice or the sum insured under this extension, whichever is less,
  - c. Where the purchased item is part of a pair or set, the Company shall be indemnify no more than the value of the particular part lost, damaged or destroyed regardless of any special value that the item may have by way of being part of such pair or set.
  - d. If the Sum Insured is less than the amount required to be insured as per provision –titled “Sum Insured” herein above, 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.
2. All sums which may from time to time be paid by way of indemnity under this coverage section in any one Period of Insurance shall be deducted from the Limit of Indemnity so that in case of any subsequent event giving rise to a claim occurring during the same period the total amount payable during that period by the Company shall not in any case exceed the sum insured under this coverage section.
3. For any liability to become payable under Purchase Protection Extension, the liability must have been

admitted by the Company and covered under Burglary Section of the within mentioned Policy.

**Exclusions:**

**The Company shall not be liable in respect of any loss or damage to/ by:**

1. Being the first amount shown in the Schedule as the Excess or Deductible as per either the coverage under Burglary section respectively as the case may be for in respect of each and every claim.
2. Computer software or intangible items
3. Animal and/ or plant life
4. Consumable or perishable items (including but not limited to food, drugs, fuel or oil.
5. Any motorized vehicle and/or their integral parts and installed accessories.
6. Second hand items including antiques.
7. Normal wear and tear or damage arising from inherent defect in the purchased item
8. Disappearance of the purchased items in circumstances, which cannot be explained by the insured to the Company's reasonable satisfaction.
9. Confiscation by authorities
10. Fraud or abuse or deceit.
11. Consequential loss or damage or punitive damage.
12. Any event that is intentionally caused by insured
13. Goods whilst being transported under a freight agreement or by postal or courier service.
14. Goods being left unattended in a public place or unlocked car or in an unattended car overnight.
15. Terms, conditions and Exclusions as mentioned under Burglary Section.

**FIDELITY GUARANTEE EXTENSION**

The Company will indemnify the Insured against any direct pecuniary loss sustained by any reason of any act of fraud/ dishonesty committed by any Employee of the Insured on or after the date of commencement of this policy and during continuous service with the Insured and discovered during the continuance of this Policy or within one calendar months of the expiration thereof and in the case of death, dismissal or retirement of the Employee within the period the afore stated events shall first happen

**Provided Always That:**

- i. The liability of the Company shall not exceed -
  - a) in respect of any Employee of the Insured the amount of guarantee stated against his name or against the relevant category of Employee in the Schedule.
  - b) in respect of all claims under this Policy the total amount of guarantee
- ii. If this Policy shall be continued in force for more than one period of indemnity or if any liability shall exist on the part of the Company under this Policy and also under any other policy in respect of fraud or dishonesty of the Employee, the liability of the Company hereunder shall not be accumulated or increased thereby but the aggregate liability of the Company during any number of periods of indemnity and for any number of acts of fraud or dishonesty committed by the Employee shall not exceed the amount of guarantee hereunder or the amount of guarantee under any other such policy as aforesaid whichever is greater.
- iii. The Company shall not be liable to pay more than one claim in respect of the acts of any one of the Employees.
- iv. The loss shall have occurred in connection with occupation and duties of the Employee

**Exceptions:**

1. The Company shall not be liable in respect of losses arising elsewhere than in the Territorial Limits stated in the Schedule.
2. The Company shall not be liable for losses not sustained within a retroactive period not exceeding one year from the date of discovery of any such loss (es). It is understood that in such retroactive period the



insurance was continuously in force and the Company will not be liable to pay any claim in respect of loss sustained prior to the inception of the original policy. It is further understood that losses which become payable under this clause shall be subject to the terms, conditions, exceptions of the policy in force as on the date of discovery.

#### **Definitions:**

1. The term "Insured" wherever appearing in this section means any person, partnership firm or any body of persons whether incorporated or not with whom the employee who is included in the schedule attached hereto has a contract of service.
2. The term "Employee" wherever appearing in this policy means any person (other than a person whose employment is of a casual nature and who is employed otherwise than for the purpose of the Insured's trade or business) who has entered into a contract of employment with the Insured, and such contract of employment is expressed or implied in writing.

#### **Special Conditions:**

1. On the discovery of any act of default or circumstances which may give rise to a claim, the Insured shall:
  - a) Forthwith give written notice to the Issuing Office of the Company.
  - b) immediately take all steps to prevent further loss;
  - c) Supply at the request and at its own cost to the Company all such proof, information and other evidence (verified by statutory declaration if so required) relating to the claim as the Company may require.
2. If the Insured is or shall hereafter be guaranteed by any other person, society or company or hold other security or insurance against such loss as is hereby guaranteed, the Company shall only be liable to bear the loss rateable with such person, society or company or securities or insurance.
3. Any money of the Employee in the hands of Insured and any money which but for the Employee's dishonesty would have been due to the Employee from the Insured shall be deducted from the amount otherwise payable under this Policy. Any money recovered after the settlement of any claim shall be the property of the Company, not exceeding however the amount paid by the Company.
4. The Insured shall if and when required by the Company but at the expenses of the Company use all diligence in prosecuting any of the Employee(s) to conviction for any act which such Employee shall have committed and in consequence of which a claim has been made under such Policy and shall at the Company's expense give all information and assistance to enable the Company to sue for and obtain reimbursement from any such Employee by reason of whose acts or defaults a claim has been made or money which the Company shall have become liable to pay in respect thereof.
5. Unless the Company be advised by the Insured and the Company's 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 condition 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.
6. If any part of the premium or renewal is based on estimates furnished by the Insured, the Insured shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record. The Insured shall within one month after the expiry of each period of insurance furnish such information as the Company may require. The premium or renewal premium shall thereupon be adjusted and the difference paid or allowed to the Insured
7. If required by the Company, the agent or representative of the Company shall in case of any loss to the Insured be permitted at all reasonable times to examine into the circumstances of such loss and the Insured shall on being required to do so by the Company produce all books of accounts, receipts, documents relating to or containing entries relating to the loss in his possession and furnish copies of or extracts from such of them as may be required by the Company so far as they relate to such claims and will in any way assist the Company to ascertain the correctness thereof or the liability of the Company under this Policy.
8. The Company shall be entitled at its own expense and for its own benefit in the name of the Insured to prosecute all claims and exercise all right or action available to the Insured against the Employee in respect



of any act insured against in connection with which it may have made payment under this policy and the Insured shall give to the Company all such information and assistance as may be reasonably required for maintaining such claims or rights.

9. For the purpose of identifying Employee in all cases of change of residence or occupation or change of name due notice thereof in writing shall be given by the Insured to the Company.

## 6. Section III – Shri Personal Accident Insurance:

### 1. Coverage

Our liability to make payment to insured person named in the schedule for one or more of the events described from 1.1 to 1.4 below, is limited to the Sum Insured mentioned in each of the respective section (1.1. to 1.4)

Insured Person agree that We shall deduct from any amount We have to pay under 1.1 to 1.4 any amount that We have already paid under any of 1.1 to 1.4, so that our total payments do not exceed the Capital Sum Insured under this policy. However, if We become liable to make payment under 1.1 or 1.2, then this insurance will cease as far as insured person named in the schedule are concerned.

#### Accidental Death

We will pay the nominee 100% of the sum insured shown under each of the **Basic Plan, Basic Plus Plan, Advance Plan or Comprehensive Plan** that is selected by Insured Person, if during the Policy Period, insured person named in the schedule meet with any Accidental Bodily Injury, that causes his/her death within 12 Months from the date of such accident and such accident is the sole and direct cause of such death.

#### Permanent Total Disability

We will pay Insured Person 100% of the sum insured shown under **Basic Plus Plan, Advance Plan or Comprehensive Plan** that is selected by Insured Person, if insured person named in the schedule meet with Accidental Bodily Injury during the Policy Period that causes Permanent Total Disability (shown in the table below) within 12 months from the date of such accident and such accident is the sole and direct cause of such Permanent Total Disability.

Table 1

Disability	% of SI
Loss of sight of both the eyes	100%
Loss of two entire hands or two entire feet	100%
Loss of one entire hand and one entire foot	100%
Loss of sight of one eye and loss of one entire foot or hand	100%
Complete loss of hearing of both ears and complete loss of Speech	100%
Complete loss of hearing of both ears and loss of one limb	100%
Complete loss of hearing of both ears and loss of sight of one eye	100%
complete loss of speech and loss of one limb	100%
complete loss of speech and loss of sight of one eye	100%

#### Permanent Partial Disability

If insured person named in the schedule meet with Accidental Bodily Injury during the Policy Period that causes Permanent Partial Disability within 12 months from the date of such accident and such accident is the sole and direct cause of such Permanent Partial Disability, then We will pay **the percentage (shown in the table below) of the sums insured** shown under each of the Schedule headings **Advance Plan and Comprehensive Plan** that is selected by the insured, however in case of multiple permanent partial disability maximum payable amount will not be more than 100% of Capital Sum Insured.



**Table 2**

Nature of Disability	Percentage of Sum Insured Payable
An arm at the shoulder joint	70%
An arm above the elbow joint	65 %
An arm beneath the elbow joint	60 %
A hand at the wrist	55 %
A thumb	20 %
An index finger	10 %
Any other finger	5 %
A leg above mid-thigh	70 %
A leg up to mid-thigh	60 %
A leg up to beneath the knee	50 %
A leg up to mid-calf	45 %
A foot at the ankle	40 %
A large toe	5 %
Any other toe	2 %
An eye	50%
Hearing of one ear	30 %

However, if the insured named in the schedule were already suffering from Permanent Partial Disability before the date he/she met with Accidental Bodily Injury, then the amount We pay will be reduced by that extent as decided by our medical advisors according to the degree of Permanent Partial Disability from which the insured named in the schedule were already suffering.

**Temporary Total Disability**

If the insured named in the schedule suffers Accidental Bodily Injury during the Policy Period shown under each of the Schedule headings **Comprehensive Plan** that is selected by the insured. Which is the sole and direct cause of a temporary disability which completely prevents the insured person(s) from engaging in his/her respective occupation, then We will make a weekly payment of **1 % of capital sum insured per week, maximum up to Rs 50000/- per week**, subject to:

- 1.1.1. The insured(s)'temporary disablement is certified by a Medical Practitioner/ Physician.
- 1.1.2. We will make the first payment when the insured person(s) named in the schedule satisfy us that the Accidental Bodily Injury has completely prevented the insured person (s) from engaging in his/her occupation.
- 1.1.3. We will stop making payments when We are satisfied that the insured person(s) named in the schedule can engage in his/her occupation again, or when We have made payments **for a maximum period of 100 weeks from the date the insured person(s) met with the Accidental Bodily Injury, whichever is earlier.**
- 1.1.4. His/ Her actual earnings per week.

**Additional Benefit**

**Transportation of Mortal Remains**

If We have accepted a claim under 0 - Accidental Death, for death of the insured named in the schedule, and then We will pay towards the actual cost of transporting the remains of the deceased from the place of death to a hospital, cremation ground or burial ground. The amount We pay will be limited to the **lower of Rs.5, 000/- or 2% of the sums insured** shown as under with respect to any one of the plan (**Basic Plan, Basic Plus Plan, Advance Plan or Comprehensive Plan**) that is selected by the insured.





### **Children's Education Benefit**

If We have accepted a claim under either 0 - Accidental Death or 0 - Permanent Total Disability, then We will make a onetime payment of 2% of the benefit under 1.1 or 1.2 for each child towards the cost of education, up to first 2 of the insured's dependent children who are studying. In case of more than two children then company will pay to first two children only.

### **Hospital Confinement Allowance**

**(Available only if the schedule shows insured person opted for it)**

If We have accepted a claim under 1.1 to 1.4, then We will pay Rs.1000/- for each complete calendar day, that insured person had to be hospitalized (within or after the policy period) for medical reasons, because of such Accidental Bodily injury. However, the amount we pay under this cover for each policy period, will be limited to Rs.30, 000/- even if there is more than one claim

### **Accidental Hospitalisation Cover**

**(Available only if the schedule shows insured person opted for it)**

If during the period of Insurance, insured person, sustains bodily injury resulting from accident during the policy period and is hospitalized, because of such accident, on the advice of a Medical Practitioner as an in-patient for twenty four (24) continuous hours or more, then We will reimburse Insured Person the necessary Usual, Reasonable and Customary In-House Medical Expenses actually incurred by Insured Person, within twelve (12) months from the date of Accidental Injury, up to the Actual Hospitalization Expenses or Sum Insured stated in the schedule under this heading whichever is lower, subject to terms and conditions of this policy Cover for room rent is subject to maximum of 1% of Sum Insured stated in the schedule under this heading if such sum insured is less than equal to Rs 2 lakhs.

The medical expenses reimbursable would include:

The reasonable charges that insured person named in the schedule necessarily incur on the advice of a Medical Practitioner As an in-patient in a Hospital for accommodation; emergency room, Intensive Care Unit, nursing care; the attention of medically qualified staff; fees of physicians, charges for laboratory test, prescription medicines or drugs, therapeutics, anaesthetics (including administration of anaesthetics), transfusions, artificial Limbs or eyes (excluding repair or replacement of these items), x-rays, prosthetic appliances, undergoing Medically Necessary procedures and medical consumables.

Ambulance charges for carrying insured person from the site of accident to the nearest hospital subject to a limit of Rs2500 per claim.

The medical expenses reimbursable would not include:

- i. Any Usual and reasonable In-Hospitalization Medical Expenses before the period of insurance.
- ii. Any claim caused by or arising from or due to Sickness of any and every kind

### **Medical Expense Reimbursement**

**(Available only if the schedule shows insured person opted for it)**

If We have accepted a claim under 0 to 0, then We will reimburse the costs of necessary medical treatment the insured had to obtain from a Medical practitioner because of the Accidental Bodily Injury the insured met with. However, our payment will be limited to **40% of the value of the claim We accepted under 0 to 0 or 10% of the 'Capital Sum Insured' or Rs. 5 Lac or the Actual Amount whichever is lower.**

Please note that if Insured Person have opted for both 1.7 and 1.8, then the cover 1.8 - Medical Expense Reimbursement will be operative first and then if required, the claim could be claimed in the cover 1.7 -



Accidental Hospitalisation Cover.

### Modification of Residential Accommodation and Vehicle

(Available only if the schedule shows insured person opted for it)

In the event of Injury, We will reimburse up to the Sum Insured for covered expenses reasonably incurred to modify the Insured Person's residential accommodation and/or own vehicle on account of the Insured having suffered Permanent Total Disability subject to the condition that these alterations are necessary as per the advice of treating/ attending Medical Practitioner. Benefit under this section is payable subject to the claim under Permanent Total Disability under the policy becoming admissible. The maximum limit under this section will be Rs. 50,000/- for modification of single residential accommodation / vehicle.

### Terrorism

(Available only if the schedule shows insured person opted for it)

Means activities against persons, organizations or property of any nature:

1. That involve the following or preparation for the following:
  - a) Use or threat of force or violence; or
  - b) Commission or threat of a dangerous act; or
  - c) Commission or threat of an act that interferes with or disrupts an electronic, communication, information or mechanical system; and
2. When one or both of the following applies:
  - a) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
  - b) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

## 2. Words, Phrases with Special Meanings

The words and phrases listed have special meanings We have set below whenever they appear in this Policy in bold type and initial Capitals. Please note that references to the singular or to the masculine also include references to the plural or to the female the context permits and if appropriate.

### 2.1. Accident, Accidental

An accident is a sudden, unforeseen and involuntary event caused by external, visible and violent means.

### 2.2. Optional Riders

The benefit under the section 1.6 - Hospital Confinement Allowance, 1.7- Accidental Hospitalisation Cover, 1.8 Medical Expense Reimbursement, and 1.9 Modification of Residential Accommodation and Vehicle and 1.10 Terrorism are optional riders cover and would be available only if the schedule shows insured person named in the schedule has opted and has paid premium for any of such Optional Riders.

### 2.3. Capital Sum Insured

Means the amount stated in the policy schedules such or limited to the specific insurance details in any section of the policy. The capital sum insured shall be subject at all time to the terms and conditions of the policy, including but not limited to the exclusions and any additional limitations noted in the wording of each section.

### 2.4. Civil War

means war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.



## 2.5. Condition Precedent

Condition Precedent shall mean a policy term or condition upon which the Insurer's liability under the policy is conditional upon.

## 2.6. Congenital Anomaly

Congenital Anomaly means a condition which is present since birth, and which is abnormal with reference to form, structure or position.

### a) Internal Congenital Anomaly

Congenital anomaly which is not in the visible and accessible parts of the body

### b) External Congenital Anomaly

Congenital anomaly which is in the visible and accessible parts of the body

## 2.7. Day Care Centre

A day care centre means any institution established for day care treatment of illness and/or injuries or a medical setup within a hospital and which has been registered with the local authorities, wherever applicable, and is under the supervision of a registered and qualified medical practitioner AND must comply with all minimum criteria as under

- has qualified nursing staff under its employment;
- has qualified medical practitioner/s in charge;
- has a fully equipped operation theatre of its own where surgical procedures are carried out;
- maintains daily records of patients and will make these accessible to the insurance company's authorized personnel

## 2.8. Dependent child

means a child (natural or legally adopted), who is financially dependent on the primary insured or proposer and does not have his/her independent source of income. Further, the age of the child must be between 3 months to 25 years and who shall be unmarried and financially dependant.

## 2.9. Disclosure to Information Norm

The Policy shall be void and all premium paid hereon shall be forfeited to the Company, in the event of misrepresentation, mis-description or non-disclosure of any material fact.

## 2.10. Domiciliary Hospitalisation

Domiciliary hospitalization means medical treatment for an illness/disease/injury which in the normal course would require care and treatment at a hospital but is actually taken while confined at home under any of the following circumstances:

- the condition of the patient is such that he/she is not in a condition to be removed to a hospital, or
- the patient takes treatment at home on account of non availability of room in a hospital.

## 2.11. Emergency Care

Emergency care means management for an illness or injury which results in symptoms which occur suddenly and unexpectedly, and requires immediate care by a medical practitioner to prevent death or serious long term impairment of the insured person's health.



## 2.12. Family

Family means self, spouse, dependent children and dependent parents.

## 2.13. Hospital

A hospital means any institution established for in-patient care and day care treatment of illness and/or injuries and which has been registered as a hospital with the local authorities under the Clinical Establishments (Registration and Regulation) Act, 2010 or under the enactments specified under the Schedule of Section 56(1) of the said Act OR complies with all minimum criteria as under:

- has qualified nursing staff under its employment round the clock;
- has at least 10 in-patient beds in towns having a population of less than 10,00,000 and at least 15 in-patient beds in all other places;
- has qualified medical practitioner(s) in charge round the clock;
- has a fully equipped operation theatre of its own where surgical procedures are carried out;
- maintains daily records of patients and makes these accessible to the insurance company's authorized personnel.

## 2.14. Hospitalisation

Hospitalization means admission in a Hospital for a minimum period of 24 consecutive 'In-patient Care' hours except for specified procedures/ treatments, where such admission could be for a period of less than 24 consecutive hours

## 2.15. Illness

Illness means a sickness or a disease or pathological condition leading to the impairment of normal physiological function and requires medical treatment.

### a) Acute condition -

Acute condition is a disease, illness or injury that is likely to respond quickly to treatment which aims to return the person to his or her state of health immediately before suffering the disease/illness/injury which leads to full recovery.

### b) Chronic condition –

A chronic condition is defined as a disease, illness, or injury that has one or more of the following characteristics:

1. it needs ongoing or long-term monitoring through consultations, examinations, check-ups, and /or tests
2. it needs ongoing or long-term control or relief of symptoms
3. it requires rehabilitation for the patient or for the patient to be specially trained to cope with it
4. it continues indefinitely
5. it recurs or is likely to recur

## 2.16. Injury/ Bodily injury

Injury means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent and visible and evident means which is verified and certified by a Medical Practitioner.

## 2.17. Inpatient Care

Inpatient care means treatment for which the insured person has to stay in a hospital for more than 24 hours for a covered event.

## 2.18. Insured

means the Individual, organization, institution, firm, society or body corporate engaged in any trade or business in



India on whose name the policy is issued.

#### **2.19. Insured Person**

means and includes the persons named in the Schedule to the Policy, who have a permanent place of residence in India and for whom the insurance is proposed and appropriate premium paid.

#### **2.20. Insured Event**

means an event, loss or damage for which the Insured/Insured Person is entitled to benefit/s under the Policy.

#### **2.21. Intensive Care Unit**

Intensive care unit means an identified section, ward or wing of a hospital which is under the constant supervision of a dedicated medical practitioner(s), and which is specially equipped for the continuous monitoring and treatment of patients who are in a critical condition, or require life support facilities and where the level of care and supervision is considerably more sophisticated and intensive than in the ordinary and other wards.

#### **2.22. Limit of indemnity**

Limit of Indemnity represents Our maximum liability to make payment for each and every claim per person and collectively for all persons mentioned in the Schedule during the policy period and in the aggregate for the person(s) named in the schedule during the policy period, and means the amount stated in the Schedule against each Cover and subject to the limits specified in **the Section 1 - Coverage**.

#### **2.23. Medical Advice**

Medical Advice means any consultation or advice from a Medical Practitioner including the issuance of any prescription or follow-up prescription.

#### **2.24. Medical expenses**

Medical Expenses means those expenses that an Insured Person has necessarily and actually incurred for medical treatment on account of Illness or Accident on the advice of a Medical Practitioner, as long as these are no more than would have been payable if the Insured Person had not been insured and no more than other hospitals or Medical Practitioner in the same locality would have charged for the same medical treatment.

#### **2.25. Medical Practitioner/ Physician**

Medical Practitioner means a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within its scope and jurisdiction of license.

#### **2.26. Medically Necessary**

Medically necessary treatment is defined as any treatment, tests, medication, or stay in hospital or part of a stay in hospital which

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

#### **2.27. Notification of Claim**





Notification of claim means the process of intimating a claim to the insurer or TPA through any of the recognized modes of communication.

#### **2.28. Nominee**

Nominee means a person designated by insured person to receive the proceeds of this Policy upon death of insured person.

#### **2.29. OPD treatment**

OPD treatment is one in which the Insured visits a clinic / hospital or associated facility like a consultation room for diagnosis and treatment based on the advice of a Medical Practitioner. The Insured is not admitted as a day care or in-patient.

#### **2.30. Permanent total Disability**

A disability condition certified by Civil Surgeon of Government Hospital stating the continuous and permanent:

- loss of the sight
- Loss of hands or feet
- loss of hearing
- loss of Speech

#### **2.31. Permanent Partial Disability**

A disability condition certified by Civil Surgeon of Government Hospital stating the total and continuous loss or impairment of a body part or sensory organ, with the percentage of disability

#### **2.32. Temporary Total Disablement:**

The bodily injury that prevents you from engaging in your occupation for a period not exceeding 100 weeks since the date of injury to the time you are fit enough to resume your occupation as certified by Medical Professional.

#### **2.33. Policy**

Policy document is a legal document which is an evidence of the contract of Insurance between the Proposer/Insured and the Insurer and inter alia, includes the Proposal Form, Declaration Form, the Policy Schedule, Company's covering letter to the Insured, any enrolment forms, endorsements, papers or riders attaching to or forming part hereof, issued either at the inception or during the Policy Period.

#### **2.34. Policy Period/Period of Insurance**

The period between and including the start and end dates shown in the schedule

#### **2.35. Pre-existing Disease/Condition**

Pre-Existing Disease means any condition, ailment or injury or related condition(s) for which there were signs or symptoms, and / or were diagnosed, and / or for which medical advice / treatment was received within 48 months prior to the first policy issued by the insurer and renewed continuously thereafter.

#### **2.36. Proposal and Declaration Form**

The proposal form and other information and documentation supplied to us in considering whether and on what terms to offer this insurance



### **2.37. Qualified Nurse**

Qualified nurse is a person who holds a valid registration from the Nursing Council of India or the Nursing Council of any state in India.

### **2.38. Reasonable and Customary Charges**

Reasonable and Customary charges means 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, taking into account the nature of the illness / injury involved.

### **2.39. Renewal**

Renewal means the terms on which the contract of insurance can be renewed on mutual consent with a provision of grace period for treating the renewal continuous for the purpose of gaining credit for pre-existing diseases, time-bound exclusions and for all waiting periods.

### **2.40. Room Rent**

Room Rent means the amount charged by a Hospital towards Room and Boarding expenses and shall include the associated medical expenses.

### **2.41. Surgery or Surgical Procedure:**

Surgery or Surgical Procedure means manual and / or operative procedure (s) required for treatment of an illness or injury, correction of deformities and defects, diagnosis and cure of diseases, relief from suffering and prolongation of life, performed in a hospital or day care centre by a medical practitioner.

### **2.42. Schedule**

Means Schedule attached to and forming part of this Policy mentioning the details of the Insured/ Insured Persons, the Sum Insured, the period, coverage and the limits to which benefits under the Policy are subject to.

### **2.43. Sum Insured**

Means the sum as specified in the Schedule to this Policy against the name of the Insured Person, which sum represents the Our maximum liability for any or all claims under this Policy during the Policy period against the respective benefit(s) for which the sum is mentioned in the Schedule to this Policy.

### **2.44. Basic Plan**

This cover is available only if the schedule shows insured person named in the schedule has opted for Basic Plan.

Under this cover, the benefits available to Insured Person/ Insured Person's family members are covered under the sections:

- 0–Accidental Death
- 0.1- Transportation of Mortal Remains
- 1.5.2- Children's Education Benefit

### **2.45. Basic Plus Plan**

This cover is available only if the schedule shows insured person named in the schedule has opted for Basic Plus Plan.

Under this cover, the benefits available to Insured Person/ Insured Person's family members are covered under the



sections:

- 1.1 - Accidental Death
- 1.5.1 - Transportation of Mortal Remains
- 1.5.2 - Children's Education Benefit
- 0 - Permanent Total Disability

#### **2.46. Advance Plan**

This cover is available only if the schedule shows **insured person** named in the schedule has opted for Advance Plan.

Under this cover, the benefits available to Insured Person/ Insured Person's family members are covered under the sections:

- 1.1 - Accidental Death
- 1.5.1 - Transportation of Mortal Remains
- 1.5.2 - Children's Education Benefit
- 0 - Permanent Total Disability
- 1.3-Permanent Partial Disability

#### **2.47. Comprehensive Cover**

This cover is available only if the schedule shows insured person named in the schedule has opted for Comprehensive Cover.

Under this cover, the benefits available to Insured Person/ Insured Person's family members are covered under the sections:

- 1.1 - Accidental Death
- 1.5.1 -Transportation of Mortal Remains
- 1.5.2 - Children 's Education Benefit
- 0 - Permanent Total Disability
- 1.3-Permanent Partial Disability
- 0 - Temporary Total Disability

#### **2.48. We, our, US, ours, the company**

means the Shriram General Insurance Company Limited.

### **3. Classification Of Risks**

Based on your occupation/profession, you will be classified into any one of the following risk categories.

#### **Risk Group I (Low Risk)**

Accountants, Doctors, Lawyers, Architects, Consulting Engineers, Teachers, Bankers, persons engaged in administrative functions.

#### **Risk Group II (Medium Risk)**

Builders, Contractors and Engineers engaged in superintending functions only, Veterinary Doctors, paid drivers of motor cars and light motor vehicles.

All persons engaged in manual labour (Except those falling under Group III) Cash Carrying Employees, Garage and Motor Mechanics, Machine Operators, Drivers of trucks or Lorries and other heavy vehicles, Professional Athletes and Sportsmen, Woodworking Machinists.



### **Risk Group III (Heavy Risk)**

Persons working in underground mines, explosives magazines, and workers involved in electrical installation with high tension supply, Jockeys, Circus personnel, Persons engaged in activities like racing on wheels or horseback, big game hunting, Mountaineering, winter sports, skiing, ice hockey, hang gliding, river rafting, polo.

#### **4. What is not covered (Exclusions):**

We will not pay for any event that arises because of, is caused by, or can in anyway be linked to any of the following.

#### **Accidental Bodily Injury resulting in Death, Injury or Disablement that insured person named in the schedule meet with:**

Through suicide, attempted suicide or self inflicted injury or illness.

While under the influence of liquor or drugs.

Arising or resulting from the insured person committing any breach of law with criminal intent.

Whilst engaging in aviation or ballooning, whilst mounting into, dismounting from or travelling in any balloon or aircraft other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world.

Whilst participating as the driver, co-driver or passenger of a motor vehicle during motor racing or trail runs.

As a result of any curative treatments or interventions that insured person carry out or have carried out on insured person body.

Arising out of insured person participation in any naval, military or air force operations whether in the form of military exercises or war games or actual engagement with the enemy, whether foreign or domestic.

#### **Consequential losses of any kind or actual or alleged legal liability.**

**Any injury/disablement/death directly or indirectly arising out of or contributed to any pre-existing condition. Any Pre- existing condition shall be covered after 48 months.**

#### **Directly or Indirectly caused by Venereal or Sexually transmitted diseases**

**HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/ or mutant derivatives or variations thereof however caused.**

**Pregnancy, resulting childbirth, miscarriage, abortion, or complications arising out of any of these.**

**Payment of compensation in respect of Accidental Death, Injury or Disablement of the Insured person due to or arising out of or directly or indirectly connected with or traceable to: War, Invasion, Act of foreign enemy, Hostilities (whether war be declared or not), Civil War, Rebellion, Revolution, Insurrection, Mutiny, Military or Usurped Power Seizure, Capture, Arrests, Restraints and Detainment confiscation or nationalisation or requisition of or damage by or under the order of any government or public local authority.**

**Nuclear energy, radiation.**

**Terrorism unless specifically covered on payment of optional premium.**



## 5. Conditions

### Reasonable Care

The Insured/Insured Person shall take all reasonable steps to safeguard the interests of the Insured / Insured Person against accidental loss or damage that may give rise to a claim.

### Observance of Terms and Conditions

The due observance and fulfillment of the terms, conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured / Insured Person, shall be a condition precedent to any liability of the Company to make any payment under this Policy.

### Material Change

The Insured/ Insured Person shall immediately notify the Company by fax or in writing of any material change in the risk or change in business or occupation and cause at his own expense such additional precaution to be taken as circumstances may require to ensure safety thereby containing the circumstances that may give rise to a claim and the Company may adjust the scope of the cover and/or the premium, if necessary, accordingly.

All cover under this Policy shall cease if any alteration be made whereby the risk of damage or injury is increased unless such alteration be agreed to by the Company in writing.

### Fraudulent Claims

If any claim is in any respect fraudulent, or if any false statement or declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured /Insured Person or anyone acting on his/her/their behalf to obtain any benefits under the Policy, all benefits under this Policy shall be forfeited. The Company will have the right to reclaim all benefits paid in respect of a claim which is fraudulent as mentioned above under this Condition

### No Constructive Notice

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

### Notice of Charge

The Company shall not be bound to take 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 or his legal representative of any compensation or benefit under the policy shall in all cases be an effectual discharge to the Company. Also the receipt of the Insured / Insured Person, his/her nominee or legal representatives shall in all cases be a full, valid and effectual discharge to the Company.

### Special Provisions

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

### Overriding Effect

The terms and conditions contained herein and in the Schedule hereto shall be deemed to form part of the Policy and shall be read as if they are specifically incorporated herein.

### Electronic Transaction





The Insured /Insured Person agree to adhere to and comply with all such terms and conditions as the Company may prescribe from time to time. However, the terms of this condition shall not override provisions of any law(s) or statutory regulations including provisions of IRDA regulations for protection of policyholder's interests 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 centres, 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 the 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. However, the terms of this condition shall not override provisions of any law(s) or statutory regulations including provisions of IRDA regulations for protection of policyholder's interests.

### **Duty of the Insured / Insured Person on Occurrence of Loss**

On the occurrence of loss within the scope of cover under the Policy, the Insured / Insured Person shall:

give written notice with full particulars to the Company immediately. In case of accidental death written notice of the death must, unless reasonable cause is shown, be so given before interment / cremation, and in any case, within one calendar month after the death, and in the event of loss of sight or amputation of limb(s), written notice thereof must be given within one calendar month after such loss of sight or amputation

proof satisfactory to the Company shall be furnished on all matters upon which a claim is based

in the event of death, to make a post-mortem examination of the body of the Insured Person. Such evidence as the Company may from time to time require shall be furnished within the space of fourteen days after demand in writing.

in the event of a claim in respect of loss of sight the Insured Person shall undergo at the Insured's expense such operation or treatment as the Company may reasonably deem desirable

any Medical 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

allow the Medical Practitioner or any agent of the Company to inspect the medical and hospitalisation records and to examine the Insured/Insured Person

assist and not hinder or prevent the Company or any of its agents in pursuance of their duties

In case the Insured / Insured Person does not comply with the provisions of this clause or other obligations cast upon the Insured / Insured Person under this Policy or in any of the Policy documents, all benefit under the Policy shall be forfeited, at the option of the Company.

### **Claim Documentation**

The Insured / Insured Person, his/her nominee or the legal representative as the case may be, is required to submit the following documents while lodging a claim under the Policy:

In case of Personal Accident Death claims

- a. FIR from police authorities wherever necessary (in case of accidents outside residence)
- b. Death Certificate from the Municipal Authorities
- c. Post Mortem Report



- d. Any other document as may be required by the Company

In case of Personal Accident Disability claims

- a. FIR from police authorities wherever necessary (in case of accidents outside residence)
- b. Medical Certificate from the attending Medical Practitioner for the injury indicating the extent of disability
- c. Hospital Medical Records
- d. Any other document as may be required by the Company The Insured / Insured Person shall forward to the Company forthwith every written notice or information of any verbal notice of claim and shall send to the Company any writ, summons or other legal process issued or commenced against the Insured / Insured Person and shall give all necessary information and assistance to enable the Company to settle or resist any claim or to institute proceedings. The Insured / Insured Person shall not incur any expenses in making good any claim without the written consent of the Company and shall not negotiate, pay, settle, admit or repudiate any claim without such consent

### **Right to Inspect**

If required by the Company, an agent/representative of the Company including a Physician appointed in that behalf shall in case of any loss or any circumstances that have given rise to a claim to the Insured/Insured Person be permitted at all reasonable times to examine into the circumstances of such loss. The Insured /Insured Person shall on being required so to do by the Company produce all relevant documents relating to or containing reference relating to the loss or such circumstance in his/her possession including presenting himself for examination 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 assist the Company to ascertain the correctness thereof or the liability of the Company under this Policy.

### **Position After a Claim**

All sums payable hereunder shall be payable in the case of –

1. Accidental death or permanent total disablement, only after deleting by an endorsement the name of the Insured Person in respect of whom such sum shall become payable without any refund of premium;
2. permanent partial disablement, only after reduction of Capital Sum Insured, by an endorsement, by the amount admissible under the claim in respect of the Insured Person in respect of whom such sum shall become payable; and
3. temporary total disablement upon termination of such disablement

### **Forfeiture of Claims**

If any claim is made and rejected and no court action or suit commenced within 12 months after such rejection or, in case of arbitration taking place as provided herein, within 12 calendar months after the Arbitrator or Arbitrators have made their award, all benefits under this Policy shall be forfeited.

### **Currency of Payment**

All claims shall be payable in India in Indian Rupees only. No sum payable under this Policy shall carry interest.

### **Arbitration clause**



If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties thereto or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed

By each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

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

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator/arbitrators of the amount of the loss or damage shall be first obtained.

### **Grace Period:**

Grace period means the specified period (30 days) of time immediately following the premium due date during which a payment can be made to renew or continue a policy in force without loss of continuity benefits such as waiting periods and coverage of pre-existing diseases. Coverage is not available for the period for which no premium is received.

### **Renewal**

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

### **Cancellation**

We may at any time cancel the Policy on grounds of misrepresentation, fraud, non-disclosure of material fact by sending notice in writing by Registered A/D to Insured Person at Insured Person's last known address at least 15 days in advance in which case We shall refund pro-rata premium for the unexpired portion of the policy on the date of cancellation, provided no claim has occurred up to the date of cancellation.

The Insured may also give 15 days' notices in writing, to the Company, for the cancellation of this policy, in which case the Company shall retain the premium for the period this Policy has been in force at the Company's shortperiod scales.

Period on risk	% of Annual Premium refunded		
	1 Year Policy	2 Year Policy	3 Year Policy
Upto 1 month	70%	75%	80%
Exceeding 1 month and upto 3 months	55%	70%	70%
Exceeding 3 months and upto 6 months	30%	55%	65%
Exceeding 6 months and upto 12 months	NIL	30%	45%
Exceeding 12 months and upto 18 months		10%	30%
Exceeding 18 months and upto 24 months		NIL	10%
Exceeding 24 months and upto 30 months			5%
Exceeding 30 months			NIL



Insurance in respect of an Insured Person shall immediately terminate at the earliest of the following dates:

- a) The date that the Policy is terminated;
- b) The date that the Capital Sum Insured is paid for covered loss

In the event that the initial premium payable is not paid and realised, this Policy shall be deemed to be void from the intended Policy Effective Date.

### **Revision/ Modification of the policy**

There is a possibility of revision/ modification of terms, conditions, coverage's and/or premiums of this product at any time in future, with appropriate approval from IRDAI. In such an event of revision/modification of the product, intimation shall be set out to all the existing insured members at least 3 months prior to the date of such revision/modification comes into the effect

### **Change in Nomination**

The insured can change the nominee to whom such payment is to be made at any time during the Policy Period, provided that such change shall only be effective when the insured has notified us and We have recorded the change by an endorsement to this effect.

### **Territorial Limits**

This policy cover Accidental Bodily Injury sustained during the Policy Period anywhere in the world except the above Accidental Hospitalisation Cover and Medical Expenses subject to the travel and other restrictions that the Indian Government may impose), but We will only make payment within India and in Indian Rupees.

For Accidental Hospitalisation claim, the hospitalisation expenses incurred only in India would be covered and We shall make payment in Indian Rupees only.

### **Payment of Interest**

In the event the claim is not settled within 30 days we will be liable to pay interest at a rate, which is 2% above the bank rate or regulatory provisions applicable from the date of receipt of last relevant and necessary document from the insured/ claimant by us till the date of actual payment



## 7. Section IV – Employee’s Compensation Insurance:

The Employee Compensation Act, 1923 provides for the payment of compensation by the employer to his employees (for their dependents in the event of Fatal Accidents) if personal injury is caused to them by accidents arising out of and in the course of their employment. The Insurance provides for two forms of cover, namely:-

Table A: Indemnity against legal liability for accidents to employees under the Employees Compensation Act, 1923 and subsequent amendments of the said Act prior to the date of the issue of the policy; The Fatal Accidents Act 1855 and at Common Law only.

Table B: Indemnity against legal liability under the Fatal Accidents Act, 185 and at Common Law only.

### 7.1 Exclusions

This Policy shall not cover liability of the Insured:

- 7.1.1 For Injury caused to Employee by accident directly or indirectly caused by or arising from or in consequence of or attributable to war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, mutiny, insurrection, rebellion, revolution or military or usurped power, nuclear weapons material, ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- 7.1.2 For Injury caused to Employee by accident directly or indirectly caused by or arising from or in consequence of or attributable to 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 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.

- 7.1.3 Accidents occurring at any other place than the Place or Places of Employment specified in the Schedule, unless the Employee was at such other place whilst on duty for the purpose of Business and on the directions of the Insured or any of its official authorised to exercise control and supervision over the Employee.
- 7.1.4 For Occupational Diseases contracted by an Employee.
- 7.1.5 For interest and/or penalty imposed on the Insured under any law or otherwise.
- 7.1.6 Under any Law for medical expenses in connection with treatment of any Injury sustained by an Employee.
- 7.1.7 For persons employed in the Business under a Contractor or Sub-Contractor of the Insured unless specifically covered in the Schedule.
- 7.1.8 For Injury sustained by person whilst in the employ of the Insured otherwise than in the Business and/or who has is not declared for insurance under this Policy
- 7.1.9 Assumed by agreement which would not have attached in the absence of such agreement.
- 7.1.10 For any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party.
- 7.1.11 For any accident occurring whilst the Employee is under the influence of intoxicating liquor or drugs.
- 7.1.12 For any incapacity or death of an Employee resulting from his/her deliberate self-Injury or the deliberate





aggravation of an accidental Injury.

7.1.13 Accidents due to disobedience of safety devices.

**Conditions**

1. No admission offer promise or payment shall be made by or on behalf of the Insured without the consent of the Company which shall be entitled, without being obliged to do so, if it so desires to take over and conduct in his name the defense or settlement of any claim or to prosecute in his name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.
2. It is clearly agreed and Understood that the Insured shall be bound at all times to declare all Employees and Wages payable in respect of such Employees on the basis of which the Premium for this Policy is calculated. In case of increase in Employees or Wages subsequent to insurance, Insured shall keep the Company intimated and obtain Endorsement by payment of necessary additional premium. The Insured shall as and when require by the Company permit inspection of its records to verify the Wages and Employees and shall also provide duly authenticated copies thereof if so required the Company.

3. Average

Notwithstanding anything contained hereinabove,

i.

a) If the number of Employees (whether on duty or otherwise) employed by the Insured on the date of accident is higher than the number covered under this Policy, the Company shall be indemnify Insured's liability arising out of such accident, only in such proportion that the number of Employees covered bears to the Employees found employed on the date of accident

b) If the amount of Wages declared for this insurance for all Employees is less than the actual Wages paid until date of accident, the Company shall be liable to indemnify on any claim only in proportion that the Wages declared bears to the Wages paid. For the purpose of this clause, the Wages declared shall be calculated proportionately for the period from commencement of Policy until date of accident for comparison with the actual Wages paid during such period to determine applicability of this clause.

c) If the liability of the Insured for any claim by an Employee is determined on the basis of Wages higher than covered under this Policy, the Company shall be liable to indemnify only in proportion that the Wages covered under the Policy for the Employee/Employees bears to the Wages on the basis of which Insured is held liable. For the purpose of this clause, the Wages covered in respect of any Employee shall be deemed to be the average wage per Employee in the category under which the Employee falls as specified in the Schedule, unless actual Wages paid at the time of accident is substantiated by submission of documentary evidence to the Company.

ii. If more than one of the above clauses is found applicable in respect of a claim, only such clause under which the liability of the Company is least shall be applied.

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



## 8. Section V – Plate Glass and / or Sanitary Fittings Insurance Policy:

If there shall be an accidental breakage (which for the purpose of this Policy shall not include damage by scratches) of any of the Glass or Sanitary fittings mentioned in the Schedule, the Company shall pay or make good to the Insured the reinstatement value of such glass up to the Sum Insured specified in the Schedule against each item.

**SUM INSURED:** Sum Insured shall be on Reinstatement Value basis.

**Basis of Valuation:** Basis of indemnity shall be on Reinstatement Value. If the Sum Insured is less than the replacement value of property then the Insured shall be considered his own insurer for the difference between Sum Insured and cost of replacement and accordingly shall bear a rateable proportion of the damage. Each insured item if more than one shall be separately subject to this condition.

**PROVIDED** that the Company will not be liable for any mis description of the glass insured and that unless expressly stated in the Schedule all glass shall be considered plain and of ordinary glazing quality and without Embossing, Silvering, Lettering, Bending or Ornamental work of any kind. Further that the Company shall not be responsible for breakage of any lettering mentioned in the Schedule unless such breakage be caused by or consequent upon the breakage of the glass to which it is affixed.

### DEFINITION:

**Glass:** Glass means fixed plain glass and mirrors in or on the insured premises excluding painting, tinting, embossing or ornamental works on the glass unless expressly stated and value included in the Sum Insured.

**Sanitary Fittings:** Sanitary fittings means fixed wash basins, pedestals, sinks, lavatory pans and cistern contained in the insured premises.

### Exclusions:

1. Occurring while the premises is under construction or vacant for a continuous period of 14 days, even if notice of construction or vacancy has been given to the company.
2. Embossed Silvered Lettered Bent or any Glass whatsoever other than plain unless the same be specially mentioned in and expressly insured by this Policy and in the event of a breakage of glass not otherwise specifically described in this Policy shall be considered plain and of ordinary glazing quality.
3. Loss or damage to Window frames or framework of any description, other fittings and Cracked or Imperfect Glass or scratches on any plate.
4. Loss or damage caused willfully or knowingly by the person beneficially interested in this Policy or by his Agent or by his or their procurement or connivance.
5. Caused by any perils covered under Standard fire and Special Perils Policy –Building & Standard fire & Special Perils Policy –Contents.
6. Breakage of glass not completely and securely fixed.
7. Any loss due to the interruption of business or for other damage or injury consequent on or arising from or out of the breakage of glass insured hereunder or for loss alleged to be due to delay in replacing glass.

### Conditions:

1. The insured shall give notice to the Company of any breakage of glass Insured hereunder immediately after it shall have come to the Insured's knowledge and such notice shall state the date circumstances and extent of such breakage and the insured shall immediately on demand furnish such other information relating to the breakage as the Company may reasonably require. Evidence satisfactory to the Company having been furnished, the Company shall within a reasonable time at the Company's option either pay to the insured the amount of the loss less the value of any salvage or replace the broken glass with glass of a similar quality.
2. In the event of the Company replacing the broken glass all window fittings or other obstructions or replacement shall be removed or replaced by the Insured at the Insured's expense.
3. The Insured shall ensure and enforce for the benefit of and at the expense of the Company any claim which may exist against any third party in respect of the breakage of glass insured hereunder.
4. The Insured shall take all reasonable precautions to protect the glass insured hereunder and in the event of it being exposed to unusual risk on account of any procession, Show, Building alteration or Repairs or other special circumstances the insured shall cause it to be adequately protected by boards or otherwise.
5. Any alteration in the position of the glass or in the premises or in the business carried on in the premises



containing the glass insured hereunder or in the occupancy thereof shall render this policy null and void unless and until the Company shall have consented to continue the insurance.

## 9. Section VI – All Risk Insurance:

Any individual having Portable Equipments such as Laptops, Mobile Handsets and items of similar nature are exposed to losses due to Accident from any fortuitous cause.

### It covers

The policy is extended to cover the risks on All Risk Basis including Theft & Terrorism. However theft & Terrorism can be excluded from the scope of cover to avail discount:

- a) Terrorism: 10%
- b) Theft: 20%

### Exclusions of section VI

The Company shall not be liable in respect of:

- 1) Damage caused by any process of cleaning, dyeing or bleaching, restoring, repairing or renovation or deterioration arising from wear & tear, moth, vermin, insects, or mildew or any other gradually operating cause.
- 2) Breakage, cracking, or scratching of Crockery, Glass, Cameras, Binoculars, Lenses, Curios, Pictures, Musical Instruments, Sports Gear, and similar articles of brittle or fragile nature unless caused by fire or accident to the means of conveyance.
- 3) Loss or damage caused by mechanical or electrical derangement/ breakdown of any article unless caused by accidental external means.
- 4) Overwinding, denting or internal damage of watches and clocks.
- 5) Loss or damage of Money, Securities, Manuscripts, Deeds, Bonds, Bills of Exchange, Promissory Notes, Stocks or Share Certificates, Stamps and Travel Tickets or Travelers' Cheques, Business Books or documents.
- 6) Theft from any car except car of fully enclosed saloon type having at the time all the doors, windows and other openings securely locked and properly fastened.
- 7) 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.
- 8) 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.
- 9) Any loss or damage arising through delay, detention or confiscation by customs or other authorities.
- 10) a) Any loss, destruction or damage to any property whatsoever or any loss or expense 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 directly or indirectly caused by or contributed to by or arising from Nuclear Weapons material.
- 11) Consequential loss or legal liability of any kind.
- 12) 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.

### CONDITIONS OF SECTION VI

- 1) **SINGLE ARTICLE LIMIT:** Unless specifically and separately stated, the Company's liability in respect of each article or pairs of articles shall not exceed 5% of the Total Sum Insured under this 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 of parts which may be lost or damaged without reference to any special value which such article or articles may have as part of such pair or set nor more than a proportionate part of the Insured value of the pair or set.

**EXCESS:** 0.25% of claim amount subject to a minimum of Rs. 1000/-



## 10. Section VII – Machinery Breakdown Insurance Policy:

Subject to the terms, exceptions, exclusions, provisions and conditions contained herein or endorsed hereon, 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 Property insured specified in the attached Schedule(s) whilst in the premises therein mentioned necessitating its immediate repair or replacement. This section shall apply to the Property insured 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 aforesaid premises, or during subsequent re-erection. The liability of the Company for any one item of the Property insured shall not exceed in the aggregate in any one period of insurance the Sum Insured set against such Property insured in the attached Schedule(s), unless the Sum Insured under such item is reinstated after occurrence of a claim for the balance period.

### 10.1 EXCEPTIONS UNDER SECTION VII:

THE COMPANY SHALL NOT BE LIABLE UNDER THIS SECTION IN RESPECT OF -

- 10.1.1 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 Policy arising from or occasioned by overrunning, excessive pressure, short circuiting, arcing, self heating or leakage of electricity, from whatever cause (lightning included), is covered; provided that this extension shall apply only to the particular electrical machine; apparatus fixture fitting or portions of the electrical installation so affected and not to other machines, apparatus, fixtures fittings or portions of the electrical installation which may be destroyed or damaged by fire so set up.
- 10.1.2 Accident, loss, damage/and/or liability resulting from overload experiments or tests requiring the imposition of abnormal conditions.
- 10.1.3 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.
- 10.1.4 Deterioration of or wearing away or wearing out of any part of any machine caused by or naturally resulting from normal use or exposure.
- 10.1.5 Loss, damage and/or liability caused by or arising out of the willful act, willful neglect or gross negligence of the Insured or his responsible representatives.
- 10.1.6 Liability assumed by the Insured by agreement unless such liability would have attached to the Insured notwithstanding such agreement.
- 10.1.7 Loss, damage and/or liability due to faults or defects existing at the time of commencement of this insurance and known to the Insured or his responsible representative but not disclosed to the Company.
- 10.1.8 Loss of use of the Insured's plant or property of any other consequential loss incurred by the Insured.
- 10.1.9 Loss, damage/and/or liability due to explosions in chemical recovery boilers, other than pressure explosions e.g. smelt, chemical, ignition, explosions etc.

### 10.2 SPECIAL EXCLUSIONS:

The Company shall not be liable for -

- 10.1.1 The Excess, as stated in the Schedule, to be first borne by the Insured out of each and every claim; where more



than one item is damaged in one and the same occurrence, the Insured shall not, however, be called upon to bear more than the highest Excess applicable to any one such item;

- 10.1.2 Loss of or damage to belts, ropes, chains, rubber tyres, dies, moulds, blades, cutters, knives or exchangeable tools, engraved or impression cylinders or rolls; objects made of glass, porcelain, ceramics, all operating media (e.g. lubricating oil, fuel, catalyst, refrigerant, dowtherm), felts, endless conveyor belts or wires, sieves, fabrics, heat resisting and anti-corrosive lining and parts of similar nature, packing material, parts not made of metal (except insulating material) and non-metallic lining or coating of metal parts; unless loss or damage to the equipments/machinery is indemnifiable in terms of the policy.
- 10.1.3 Loss or damage for which the manufacturer or supplier or repairer of the Property insured is responsible either by law or contract.

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

### 10.3 PROVISIONS:

#### 1. SUM INSURED:

It is the requirement of this Insurance that the Sum Insured shall be equal to the cost of replacement of the Property insured 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 VALUATION:

a) In cases where damage to the Property insured can be repaired, the Company will pay expense necessarily incurred to restore the damaged Property insured 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.

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

b) In cases where the Property insured is destroyed, the Company will pay the actual value of the Property insured 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 said Property insured. The Company will also pay any normal charges for the dismantling of the Property insured destroyed but the salvage will be taken into account.

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

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

The cost of any alterations, improvements or overhauls shall not be recoverable under this Policy. The cost of any provisional repairs will be borne by the Company if such repairs constitute part of the final repairs and do not increase the total repair expenses.

If the Sum Insured is less than the amount required to be insured as per Provision 1 herein above, the Company will pay only in such proportion as the Sum Insured bears to the amount required to be insured. Every item of Property insured if more than one shall be subject to this condition separately.

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'.





**Add on covers:**

- 1. Additional rate for express freight (air freight excluded), holiday and overtime rates of wages:**  
The additional premium for covering express freight (air freight excluded), holiday and overtime rate of wages, will be at the average rate applied on the limit selected.
- 2. Additional rate for air freight only –**  
The rate and excess as under shall be charged exclusively for items of air freight only and subject to the limit selected by the Insured for indemnity against air freight only.
- 3. Additional rate for surrounding property -**  
Additional premium for covering surrounding property will be at an Additional premium of 25 % of the gross average MB rate applied on the limit of liability selected with excess of 1% of the limit of liability selected.
- 4. Additional rate for Third Party Liability:**  
Third Party Liability could be covered at an additional premium of 25 % of the gross average rate applied on the limit of liability chosen for third party liability. The excess applicable will be 1% of the TPL limits selected.
- 5. Additional Rate for Custom Duty –**  
The cover for Additional Custom Duty will be subject to the following rates, terms and conditions -
  - a) the cover for Additional Custom Duty will be on first Loss Basis,
  - b) the specific limit for Additional Custom Duty - either in percentage or in amount - has to be selected by the Insured at the inception of the Policy and can be reinstated in the event of loss,



## 11. Section VIII – Electronic Equipment Insurance Policy:

Subject to and/or in consideration of the Insured having paid to the Company the premium mentioned in the Schedule and subject to the terms, exclusions, conditions and provisions contained herein or endorsed here on the Company will indemnify the Insured in the manner and to the extent hereinafter provided.

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 mentioned in the Schedule or during subsequent re-erection.

The liability of the Company for any one item of the Property insured 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.

### 11.1 EQUIPMENTS:

All electronic equipments like computers, medical, biomedical, micro- processors; audio/visual equipments including the value of systems software may be covered under this section. The term equipment shall include the entire computer system consisting of CPU, keyboards, monitors, printers, stabilizers, UPS, system software etc.

Dish antenna, portable electronic equipments like notebook, lap top computer, sonography machine e.t.c., is specifically excluded under this section.

### 11.2 SCOPE OF COVER:

The Company hereby agrees that in the event that the Property insured 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.

### 11.3 EXCLUSIONS UNDER SECTION VIII:

The Company will not indemnify the Insured in respect of loss, damage or liability directly caused by or arising out of or aggravated by -

- a. Cessation of work whether total or partial.
- b. Cost Incurred/time involved in the movement of machinery and/or any other property and/or personnel outside the territorial limits of India other than the cost of delivery of replacements for machinery lost or damaged.
- c. Misalignment of the Property insured not accompanied by damage otherwise covered by this section.
- d. Loss of or damage to the Property insured covered under this section falling under the terms of the maintenance agreement.
- e. 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.

### 11.4 SPECIAL EXCLUSION TO SECTION VIII:

The Company shall not, however, be liable for -

- a. the Excess stated in the Schedule to be borne by the Insured in any one occurrence; if more than one item is lost or damaged in one occurrence, the Insured shall not, however, be called upon to bear more than the highest single Excess applicable to such items;
- b. loss or damage caused by any faults or defects existing in the Property insured 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 Property insured;
  - e. Any costs incurred in connection with the maintenance of the Property insured, 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 Property insured 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. Consequential loss or liability of any kind or description;
  - i. 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);
  - j. Aesthetic defects, such as scratches on painted polished or enameled surfaces.

In respect of the parts mentioned under i) and j) above the Company shall be liable to provide compensation in the event that such parts are effected by an indemnifiable loss or damage to the Property insured.

k. **Terrorism Damage Exclusion Warranty:**

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

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

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

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

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

In any action, suit or other proceedings where the company allege 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.

## 11.5 PROVISIONS APPLYING TO SECTION – VIII

### **SUM INSURED:**

It is a requirement of this insurance that the Sum Insured shall be equal to the cost of replacement of the Property insured 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 Property insured under this section shall include the value of ‘System Software’ provided by the manufacturer to operate the system

### **BASIS OF VALUATION:**

a) In cases where damage to the Property insured can be repaired, the Company will pay expenses necessarily incurred to restore the damaged Property insured 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 be determined by the Company to cover overhead charges.

No deduction shall be made for depreciation in respect of parts replaced, except those with limited life, but the value of



any salvage will be taken into account. If the cost of repairs as detailed herein above equals or exceeds the actual value of the Property insured immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in (b) below.

b) In cases where the Property insured is destroyed, the Company will pay the actual value of the Property insured 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 Property insured. The Company will also pay any normal charges for the dismantling of the Property insured which has been destroyed, but the salvage will be taken into account.

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

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

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

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

c) In cases where the Property insured is subjected to total loss and meanwhile it becomes obsolete, all costs necessary to replace the lost or damaged Property insured with a follow-up model (similar type) of similar structure/ configuration (of similar quality)

i.e. low, average or high capacity – will be reimbursed.

If the Sum Insured is less than the amount required to be insured as per provision –titled “Sum Insured” herein above, 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.

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 Property insured for reasons beyond their control. In such cases claims can be settled on ‘Indemnity Basis’.

#### **INDEMNITY:**

The Company will indemnify the Insured on the first loss basis upto the sum insured stated in the schedule.

#### **WARRANTY:**

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

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

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

#### **CONDITIONS:**

Duties Following An Accident:

In the event of any occurrence which might give rise to a claim under this Policy, the Insured shall-


- a) immediately notify the Company by telephone or telegram as well as in writing giving an indication as to the nature and extent of loss or damage;
- b) take all steps within his power to minimise the extent of the loss or damage;
- c) preserve the parts affected and make them available for inspection by a representative or Surveyor of the Company;
- d) furnish all such information and documentary evidence as the Company may require;
- e) Inform the police authorities in case of loss or damage due to theft or burglary.

The Company shall not in any case be liable for loss, damage or liability of which no notice has been received by the Company within 14 days of its occurrence.

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**Shriram General insurance Co. Ltd.**

IN PARTNERSHIP WITH THE  **Sanlam** GROUP  
Regd.&Corpt. Office:E-8, EPIP, RIICO Industrial Area, Sitapura, Jaipur  
(Rajasthan) – 302022  
Phone: +91-141-3928400, 3951111, Fax: +91-141-2770692, 2770693  
Website: [www.shriramgi.com](http://www.shriramgi.com), E-mail: [customer.feedback@shriramgi.in](mailto:customer.feedback@shriramgi.in)  
Toll Free: 1800-103-3009, 1800-300-30000, ISO/IEC 27001:2013 certified

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 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 shall have the opportunity of inspecting the loss or damage before any repairs or alterations are effected.

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



## 12. Section IX – Baggage Insurance:

The Policy covers the loss of or damage to Baggage due to accident/ Burglary/ housebreaking/ theft or personal mishap whilst on journey, anywhere in the Territorial Limits specified in the Schedule. The Company will indemnify the Insured in respect of such damage up to the actual value of the Baggage at the time of happening of damage or loss but not exceeding the Sums(s) stated in the Schedule in any one period of insurance.

### 13.1 Interpretation:

**Insured person:** Insured person shall mean the Insured or any living person at the premises with insured.

**Journey:** Journey shall mean any trip undertaken in connection with any necessary purpose outside the city, town or municipal limit of normal place of work of the Insured.

**Baggage:** Baggage shall mean personal goods belonging to the Insured or goods for which he or she is responsible officially and such goods are necessary for the purposes of his journey and are being taken by him or her on journey or acquired by him/her during the journey.

### 13.2 Exclusions

#### **The Company shall not be liable in respect of:**

1. The Excess stated in the Schedule to be borne by the Insured in any one occurrence.
2. Loss of or damage due to cracking, scratching or breakage of lens or glass whether part of any equipment or otherwise or of china, marble, screen and other article of brittle or fragile nature unless such loss or damage arises from accident to vessel, vehicle, train or aircraft by which such Property insured is conveyed.
3. Loss of or damage caused by moth, mildew, vermin or any process of cleaning, repairing, dyeing or restoring to which the Property insured is subjected.
4. Loss of or damage to any electrical and electronic machines, apparatus fixtures or fitting (including wireless sets, computer, radio, television set and tape recorders) arising from over running, excessive pressure, short circuiting, arcing, self heating or leakage of electricity from whatever cause (lightning included).
5. Loss of or damage caused by mechanical derangement or over winding of watches and clocks.
6. Theft from car except from car of fully enclosed saloon type having all doors, windows and other openings securely locked and properly fastened.
7. Loss of or damage whilst being conveyed by any carrier under contract of affreightment.
8. Damage to money, securities, manuscripts, deeds, bonds, bills of exchange, promissory notes, stock or share certificates, stamps, business books or documents, jewellery, watches, furs, precious metals, precious stones, gold or silver ornaments or any other valuables including cash, cheque, travel tickets, bank drafts, share certificates and stamps.
9. Loss or damage to the perishable and consumable goods
10. Loss of articles like fans, umbrellas, sun glasses, sticks in use on the voyage and articles or clothes whilst being worn on the person of the Insured or carried about.
11. Damage due to confiscation or detainment by the order of any Govt. or any other public authority.
12. Loss or Damage not reported to local Police where the loss occurred, within 24 hours of discovery and a written report is obtained from such authority.
13. Damage or destruction caused by or arising from the leakage, spilling or exploding of liquids, oils or materials of a like nature or articles of a dangerous or damaging nature.
14. Mobile Phones, Laptops, Cameras, Video cameras are excluded from the scope of cover unless specifically declared and agreed upon by the Company.





### 13. Section X – Public Liability:

The Company will indemnify the Insured against their legal liability (other than liability under the Public Liability Insurance Act, 1991 or any other Statute based on the doctrine of "No Fault liability") to pay compensation including claimant's costs, fees and expenses anywhere in India, in accordance with Indian Law.

This policy only applies to claims for damages for injury or Damage caused by an Accident that takes place at the Insured Premises, In accordance with the Operative Clause, but only such claims in connection with Insured's Business specified in the Schedule. The Policy covers the following:

- a) death of or injury to any person
- b) damage to property

But not for claims arising out of or in connection with:

- a. Pollution howsoever caused unless specifically covered
- b. Product

#### 13.1 Exclusion:

This Policy does not cover any liability:

- 13.1.1 Assumed by the Insured by agreement or arrangement and which would not have attached in the absence of such agreement or arrangement.
- 13.1.2 arising out of earthquake, earth tremor, volcanic eruption, flood, storm, tempest, typhoon, hurricane, tornado, cyclone, or other similar convulsions of nature and atmospheric disturbances.
- 13.1.3 arising out of deliberate, willful or intentional non-compliance with any demand, judicial or statutory law, order, request, or requirement of any governmental authority.
- 13.1.4 arising out of loss of a pure financial nature, including but not limited to, loss of goodwill and/or loss of market.
- 13.1.5 (a) arising out of libel, slander, false arrest, wrongful eviction, wrongful detention or defamation and mental injury, anguish, or shock resulting there from; or  
(b) Arising out of any infringement of any intellectual property rights, including but not limited to, rights in plans, copyright, patent, trade name, trademark or registered design.
- 13.1.6 For fines, penalties, punitive or exemplary damages or any other damages resulting from the multiplication of compensatory damages.
- 13.1.7 Directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military usurped power.
- 13.1.8 Directly or indirectly caused by or contributed to by:
  - a) Ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
  - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof .
- 13.1.9 Arising out of 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 the following:
  - a) Claims resulting from accidents 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 resulting from accidents taking place 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: or
  - d) Claims resulting from accident in connection with any motor vehicle or trailer temporarily in the insured's custody or control for the purpose of parking.
- 13.1.10 Arising out of the transportation of material and /or hazardous /dangerous substances outside insured's premises unless specifically covered.
- 13.1.11 Arising out of the ownership, possession or use by or on behalf of the insured of any aircraft, watercraft or hovercraft.
- 13.1.12 for damage to the property owned ,leased or hired or under hire-purchase by the insured or on loan to the insured or otherwise in the insured's care ,custody or control ,other than:



- a) Premises or the contents thereof temporarily occupied by the insured for work 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; or
  - c) Premises tenanted by the insured to the extent that the Insured would be held legally liable in the absence of any specific agreement or arrangement.
- 13.1.13 Arising out of injury and/or Damage occurring prior to the Retroactive date stated 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 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 ; and
  - b) Damage shall be deemed to have occurred when it first became evident to claimant even if the cause was unknown.
- 13.1.14 arising out of the deliberate, conscious or intentional disregard by the insured or any of its directors, managers, employees, agents, representatives or partners of the end to take all reasonable steps to prevent claims,
- 13.1.15 for injury to any person who is employed by and/or is apprenticed wit insured or any of the insured contractors, if such injury out of operation in connection with such person's employment or apprenticeship,
- 13.1.16 which results from an act that:-
- a) is intended by the insured; or
  - b) Can be expected from the standpoint of a reasonable person to cause injury or damage even if the injury or damage is of a different degree or type than actually intended or expected, but this exclusion does not apply to injury resulting from the use of reasonable force to protect persons or property.
- 13.1.17 For costs incurred in the repair, recondition, modification or replacement of any part of any product which is or alleged to be defective
- 13.1.18 for costs arising out of a claim relating to product or thereof, including but not limited to the recall of any product or part thereof,
- 13.1.19 For injury, Damage, Accident, claim, suit or other circumstance known by the insured before the beginning of the policy period that reasonably to expected to result in any payment under this insurance. In this exclusion "circumstance known by the insured" means:
- a) Such circumstance is known by, or should have been known from the standpoint of a reasonable person in the circumstances of the insured: or any of the directs, manager, officers or partners of the insured an.
  - b) When any person described in subparagraph (a) above reports all, or ay part, of any such circumstance to the company or any other insurer receives a claim or a demand for damages in connection with any circumstance or become aware of any actual, alleged or treated injury or damage in connection with such circumstance.
- 13.1.20 Arising out of rendering or failing to render professional service or advice whether or not that service or advice is ordinary to the insured's profession, regardless of whether a claim or suit is brought by a client or any other person or organization.
- 13.1.21
- a) Arising out of the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of Asbestos.
  - b) for any loss, cost or expenses arising out of any:
    - 1- Request, demand or order that any insured or others test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of Asbestos: or
    - 2- claim or suit by or on behalf of a government authority or others for damages because of testing for monitoring, cleaning up removing containing, treating, detoxifying or neutralizing or in any responding to or assessing the effects of asbestos-
- In this exclusion "asbestos" means asbestos in any form including its use or presence in any alloy compound, by product, or other material or waste. Waste includes material to be recycled, reconditioned or reclaimed.
- 13.1.22 More specifically indemnified elsewhere.
- 13.1.23 For any damage, loss, cost, or expenses arising out of any act of terrorism.

For the purpose of the Insurance, an act of terrorism means a act, including but not limited to, the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or connection with any organization (s) or government(s) committed for political religious, ideological or similar purposes any including the intention to influence any government and/or to put the public, or any section of the public, in fear, This insurance also excludes any damages, loss, cost or expense arising out of action in controlling, preventing, suppressing or in any way



relating to any act of terrorism,

If company alleges that, by reason of the exclusion, loss or expense is not covered by this insurance, the burden of proving the contrary shall be up to the insured.

In the event any portion of the exclusion is to be invalid or enforceable, the remainder shall continue to apply.

**Conditions:**

1. If at the time of happening of any event resulting in a liability under this policy, there be any other insurance effected by the insured or by any other person or organization covering the same liability, then the Company shall not be liable to pay or contribute more than its rateable proportion of such liability. Notwithstanding the foregoing, the Company shall in no event be liable for any liability of the insured under the Public Liability Insurance Act, 1991 or any other similar statute that may come into force after the effective date of this insurance.

**Add on Covers:**

**(a) NOTIFICATION EXTENSION CLAUSE:**

Should the Insured notify the Company during the Policy Period in accordance with General Condition 9.1 of any specific event or circumstances which the Company accepts may give rise to a claim or claims which form the subject of Indemnity by this policy, then the acceptance of such notification means that the Company will deal with such claim or claims as if they had first been made against the Insured during the Policy Period within three (3) years from the date of such notice to the Company.

**(b) 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 cover by the Company or by any other insurer for third party coverage is in force during this Extended Claim Reporting Period for the same interest), for notification of claims for the Injury or Damage covered under the Indemnity Clause but which could not be made during the Policy Period, provide, however, all claims made during the Extended Claim Reporting period shall be handled as if they were made on the last day of the expiring Policy Period and are subject to the Insurance Limits and the terms, conditions and exceptions of the Policy. This Extended Claim Reporting Period does not in any reinstate or increase the Insurance Limits stated in the Schedule.

**(c) FOOD AND BEVERAGE EXTENSION:**

This extension is extended to include all sums, which the Insured shall become legally liable to pay consequent upon any injury and/ or damage arising out of poisoning by foreign or deleterious matter in food, beverages and/or any edible item supplied by or on behalf of the Insured, provided always that the Insured shall take every possible steps to prevent supply of any food, beverage or edible item, which are not in good condition or free from contamination or not fit for human consumption. The Company shall not be liable for any injury or Damage due to any pandemic and/ or epidemic such as avian flu, SAARS.

The benefit under this Extension will be limited to % of any one Accident Limit mentioned in the Schedule for any one claim or series of claims arising from one originating cause. And per person limit will be % of Food and Beverage extension limit subject to a maximum of Rs. per person. The Food and Beverage Extension will be over and above the Aggregate Limit mentioned in the Schedule of the Policy. However, this benefit is subject to the following warranties:

- a. Proper and satisfactory housekeeping as per the standard practices.
- b. Quality Control & Quality Check as per standard practices.
- c. Standard procurement procedure
- d. The Company reserves the right to inspect the standard of housekeeping at any point of time during the Policy period.

**(d) CARE, CONTROL & CUSTODY EXTENSION**

It is extended to cover all sums, which the Insured shall become legally liable to pay consequent upon any injury and/ or damage to the valuable of the residents/ bona fide guests while such valuables are in the care, control and custody of the Insured in the premises mentioned in the Schedule, provided always that the valuables shall be



kept in the strong room/ cloak room maintained by the insured for safe keeping and Insured maintains proper records showing the items deposited therein by each resident/ bona fide guest. However, the Company shall not be liable for items like money, jewellery & valuables, securities, documents, credit/ debit cards, plans.

The benefit under this Extension will be limited to % of any one Accident Limit mentioned in the Schedule for any one claim or series of claims arising from one originating cause. And per person limit will be % of The Care, control & custody Extension limit subject to a maximum of Rs. per person. The Care, control & custody Extension will be over and above the Aggregate Limit mentioned in the Schedule of the Policy. However, this benefit is subject to the following warranties:

- a. A detailed and standard procedure laid down for receipt, security, delivery of the clients' goods.
- b. The Insured to provide the make model, serial number of the safe /strong room at the time of proposal.

**(e) EXTRA FACILITIES EXTENSION:**

It is extended to cover all sums, which the Insured shall become legally liable to pay consequent upon any injury or Damage arising out of use of the facilities viz., Lift, Swimming Pool, Spa, Gymnasium, Salon, Valet Parking arising out of accidents (including accidents arising out of contamination of water) in the Insured premises.

The benefit under this Extension will be limited to % of any one Accident Limit mentioned in the Schedule for any one claim or series of claims arising from one originating cause. And per person limit will be % of The Extra Facilities Extension limit subject to a maximum of Rs. per person. The Extra Facilities Extension will be over and above the Aggregate Limit mentioned in the Schedule of the Policy. However, this benefit is subject to the following warranties:

- a. The facility must be maintained in a hygienic condition with regular cleaning and maintenance by properly trained and qualified attendants, trainers or operators.
- b. The materials used are proper and free of defects.
- c. Proper and satisfactory arrangement of Sanitary.
- d. Qualified and adequate life guard/ instructor/ attendant/ trainer are on duty when the facilities are in use.

**EXCLUSIONS APPLICABLE TO EXTRA FACILITIES EXTENSION:**

It is agreed that no coverage will be provided by this Policy shall apply to any injury or Damage for which the Insured is held liable for:

- (A) As a person or organization engaged in the business of manufacturing, distributing, selling or servicing alcohol beverages, by reason of the selling, servicing or giving of any alcohol beverage:
  - a) In violation of any statute, ordinance or regulation;
  - b) To a minor, as defined by law;
  - c) To a person under the influence of alcohol, or
  - d) Which causes or contributes to the intoxication of any person; or
- (B) If not so engaged as an owner or lessor of premises used for such purposes, by reason of the selling, servicing or giving of any alcohol beverage in violation of any statute, ordinance or regulation.



#### **14. Section XI – Money Insurance:**

The policy covers the Insured against loss of money in transit, by the Insured or Insured's authorized employee(s), occasioned by Robbery, Burglary, Housebreaking and / or Theft or any other fortuitous cause but excluding larceny.

Further, the Company shall also indemnify loss of money by Burglary, Housebreaking, Robbery or Hold-up, whilst money is retained at Insured's premises, in safe(s) or strong room, more particularly described in the Schedule, provided always that the limit of the Company's liability for any one loss shall in no case exceed the amount specified against the respective section in the said Schedule.

The Company will also pay for cost of replacement or repair of the Insured's safe or strong room at the insured premises in the event of its being damaged by thieves or burglars.

#### **DEFINITIONS:**

**Money:** Money shall mean and include cash, coins, bank draft, currency notes, cheques, traveller's cheque, postal order, money order, pay order and current postage stamps.

Bank shall mean and include Bank of every description as incorporated or set up in accordance with the laws prevailing in India, post office, government treasury.

#### **Money in transit Warranty**

All transits of Money in excess of a specified amount shall be in a locked briefcase / bag conveyed as far as practicable in a motor vehicle accompanied at all times by at least one permanent employee of the Insured.

#### **EXCLUSIONS**

The Company shall not be liable in respect of:

1. Shortage of Money due to error or omission.
2. Loss of Money entrusted to any person other than the Insured or a designated permanent employee or directors of the Insured.
3. Loss of Money where the Insured or his employee is involved in such loss as a 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.
4. Loss occurring on the Insured's premises mentioned in the Schedule, after business hours, unless the Money is in a locked safe or strong room.
5. Money carried under contract of affreightment and theft of Money from unattended vehicle.
6. Loss of or Damage to Money in transit by post.
7. Loss of Money from safe or strong room following use of the key to the safe or strong room or any duplicate thereof belonging to the Insured, unless this has been obtained by threat or by violence.
8. Loss or damage due to or contributed to by the Insured having caused or suffered anything to be done whereby the risk hereby insured against is unnecessarily increased.

#### **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 evidence in support of a claim under this policy. The keys of the safe or strong room shall not be left on the Insureds' premises out of business hours unless the Insureds' premises are occupied by the Insured or any other permanent designated employee of the Insured in which case such keys if left on the Insureds' premises shall be deposited in a secure place not in the vicinity of the safe or the strong room.
2. **ADJUSTMENT OF PREMIUM :** The premium in so far as it relates to cash-in-transit is to be regulated by the amount of such Money in transit during each period of insurance and for this purpose a proper record shall be kept in the books of the Insured which the Insured shall at all reasonable times allow the Company to inspect. Within one month from expiry of each period of insurance the Insured shall furnish the Company with a correct account of all such Money in transit during the period and if the ascertained amount shall differ from the estimated amount on which premium has been paid, the difference in premium shall be met by the further proportionate payment to the Company or by a refund to the Insured as the case may be, but in no case shall the refund be more than fifty percent (50%) of the premium stated in the Schedule and retention of premium shall not be less than the minimum of Rs. 250/-.





**15. Section XII – Fire Loss of Profit Policy:**

If the business is interrupted because of loss or damage to Property insured due to occurrence of a covered Peril under Standard Fire & Special Perils Policy and a valid claim is payable under Section I of this policy, then the insurer will indemnify for the loss resulting from the interruption in respect of following terms in accordance with the basis of settlement and the limit of liability.

**Coverage:**

- 1) Loss of Gross Profit due to:
  - a) Reduction in Turnover
  - b) Increased Cost of Working

Insured may opt for extensions as below:

- 2) Loss of Wages
- 3) Lay off & retrenchment
- 4) Auditors/Accountants Fees
- 5) Loss of Goods Lying at Suppliers Premises
- 6) Loss due to accidental failure of public electricity/gas/water supply.

**DEFINITIONS**

**Indemnity Period:** The period beginning with the occurrence of the Damage and ending not later than number of months specified in the Schedule thereafter during which the results of the business is affected in consequence of Damage to the Premises caused by Fire & Allied Perils.

**Turnover:** The money paid or payable to the Insured for services rendered in course of the business at the Premises.

**Gross profit:** The amount by which the sum of the Turnover and the amount of closing stock shall exceed the sum of the amount of the Opening stock and the amount of the Specified Working Expenses.

Rate of Gross Profit: The rate of Gross Profit per unit earned on the Turnover during the financial year immediately before the date of the damage	To which such adjustments shall be made as may be necessary to provide for the trend of the business and for variations in or special circumstances affecting the business either before or after the damage or which would have affected the business had the damage not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the damage would have been obtained during the relative period after the damage.
Annual Turnover: The turnover during the Twelve months immediately before the date of the damage.	
Standard Turnover: The Turnover during the Period in the twelve months immediately before the date of the damage which Corresponds with the Indemnity Period.	

**CONDITIONS & EXCLUSIONS**

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



2. Notice shall be given to the Company of alteration in existing blocks, addition of new blocks and/or premises and/or deletion of existing blocks and/or premises during the currency of the Policy to enable the company to determine whether the basis rate of the Policy undergoes a change as a result of such inclusions/exclusions and to effect necessary adjustments in the premium under this Policy.
3. On the happening of any Damage in consequence of which a claim is or may be made under this Policy, the insured shall
  - a) forthwith give notice thereof to the Company,
  - b) with due diligence do and concur in doing and permit to be done all things which may be reasonably practicable to minimise or check any interruption of or interference with the business or to avoid or diminish the loss.
  - c) not later than thirty days after the expiry of the period of Indemnity or within such further time as the Company may in writing allow, at his own expense deliver to the Company in writing a statement setting forth particulars of his claim together with details of all other insurances (if any) covering the damage or any part of it or consequential loss of any kind resulting there from.
  - d) at his own expense produce or procure and give to the Company such books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs, information, explanation and other evidence as may reasonably be required by or on behalf of the Company for the purpose of investigating or verifying the claim together with a declaration on oath or in other legal form of the Truth of the claim and of any matters connected therewith.

No claim under this Policy shall be payable unless the terms of this condition have been complied with and in the event of non-compliance therewith in any respect, any payment on account of the claim already made shall be repaid to the Company forthwith.

4. In no case whatsoever shall the Company be liable in respect of any claim under this Policy after the expiration of:
  - (a) One year from the end of the period of indemnity or if later,
  - (b) Three months from the date on which payment shall have been made or liability admitted by the Insurers covering the Damage giving rise to the said claim, unless the claim is the subject of pending action or Arbitration.
5. This Policy and the Schedule annexed (which forms an integral part of this Policy) shall be read together as one contract, and words and expressions to which specific meanings have been attached in any part of this Policy or of the Schedule shall bear such specific meanings wherever they may appear.
6. This insurance does not cover any loss resulting from damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely:-
  - (a) War, Invasion, act of foreign enemy, hostilities or Warlike Operations (whether war be declared or not), Civil War.
  - (b) Mutiny, Civil Commotion assuming the proportion of or amounting to a popular-rising, military rising, insurrection, rebellion, revolution, military or usurped power.

In any action suit or other proceeding where the Company alleges that by reason of the provision of this condition 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. At all times during the period of insurance of this Policy, the insurance cover will be maintained to the full extent of the respective sum insured in consideration of which, upon the settlement of any loss under this Policy, pro-rata premium for the unexpired period from the date of such loss to the expiry of period of insurance for the amount of such loss shall be payable by insured to the company.

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



## 16. Section XII – Fidelity Guarantee Policy:

The Company will indemnify the Insured against any direct pecuniary loss sustained by any reason of any act of fraud/dishonesty committed by any Employee of the Insured on or after the date of commencement of this policy and during continuous service with the Insured and discovered during the continuance of this Policy or within one calendar months of the expiration thereof and in the case of death, dismissal or retirement of the Employee within the period the afore stated events shall first happen

### Provided Always That:

- a. The liability of the Company shall not exceed
  - i. in respect of any Employee of the Insured the amount of guarantee stated against his name or against the relevant category of Employee in the Schedule.
  - ii. in respect of all claims under this Policy the total amount of guarantee
- b. If this Policy shall be continued in force for more than one period of indemnity or if any liability shall exist on the part of the Company under this Policy and also under any other policy in respect of fraud or dishonesty of the Employee, the liability of the Company hereunder shall not be accumulated or increased thereby but the aggregate liability of the Company during any number of periods of indemnity and for any number of acts of fraud or dishonesty committed by the Employee shall not exceed the amount of guarantee hereunder or the amount of guarantee under any other such policy as aforesaid whichever is greater.
- c. The Company shall not be liable to pay more than one claim in respect of the acts of any one of the Employees.
- d. The loss shall have occurred in connection with occupation and duties of the Employee

### Exceptions

1. The Company shall not be liable in respect of losses arising elsewhere than in the Territorial Limits stated in the Schedule.
2. The Company shall not be liable for losses not sustained within a retroactive period not exceeding one year from the date of discovery of any such loss (es). It is understood that in such retroactive period the insurance was continuously in force and the Company will not be liable to pay any claim in respect of loss sustained prior to the inception of the original policy. It is further understood that losses which become payable under this clause shall be subject to the terms, conditions, exceptions of the policy in force as on the date of discovery.

### Definitions

1. The term "Insured" wherever appearing in this section means any person, partnership firm or anybody of persons whether incorporated or not with whom the employee who is included in the schedule attached hereto has a contract of service.
2. The term "Employee" wherever appearing in this policy means any person (other than a person whose employment is of a casual nature and who is employed otherwise than for the purpose of the Insured's trade or business) who has entered into a contract of employment with the Insured, whether such contract of employment is expressed or implied, oral or in writing.

### Exclusions:

- 1) Liability arising out of violation of any Rules and Regulation of the Govt. or Statutory authorities.
- 2) Loss or damage directly or indirectly, proximately or remotely occasioned by or which arises out of or in connection with war, invasion, act of foreign enemy, hostilities or civil war, rebellion, revolution, insurrection, warlike operation (whether war be declared or not), usurped power or civil commotion or loss or pillage in connection therein or confiscation or detention by the order of any Government or public authority.
- 3) 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, including but not limited to the use of force or violence and /or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.

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

- 4) Any loss or damage to any property whatsoever or any loss or expense 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.

- 5) Any accident, loss, destruction, damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
- 6) Liability arising due to martial law or state of seizure or any of the event or cause which determines the proclamation or maintenance of martial law or state of seizure.
- 7) Loss or damage caused by or arising out of willful act/gross negligence of the insured.
- 8) Loss of or damage to any Property insured under this Policy in the event of non-cooperation, misrepresentation, mis description or non-disclosure in any material particular or if a claim be fraudulent or any fraudulent means or devices be used by the Insured or any one acting on his behalf to obtain any benefit under this Policy.

### Special Conditions

1. On the discovery of any act of default or circumstances which may give rise to a claim, the Insured shall:
  - a) forthwith give written notice to the Issuing Office of the Company .
  - b) immediately take all steps to prevent further loss;
  - c) supply at the request and at its own cost to the Company all such proof, information and other evidence (verified by statutory declaration if so required) relating to the claim as the Company may require.
2. If the Insured is or shall hereafter be guaranteed by any other person, society or company or hold other security or insurance against such loss as is hereby guaranteed, the Company shall only be liable to bear the loss rateable with such person, society or company or securities or insurance.
3. Any money of the Employee in the hands of Insured and any money which but for the Employee's dishonesty would have been due to the Employee from the Insured shall be deducted from the amount otherwise payable under this Policy. Any money recovered after the settlement of any claim shall be the property of the Company, not exceeding however the amount paid by the Company.
4. The Insured shall if and when required by the Company but at the expenses of the Company use all diligence in prosecuting any of the Employee(s) to conviction for any act which such Employee shall have committed and in consequence of which a claim has been made under such Policy and shall at the Company's expense give all information and assistance to enable the Company to sue for and obtain reimbursement from any such Employee by reason of whose acts or defaults a claim has been made or money which the Company shall have become liable to pay in respect thereof.
5. Unless the Company be advised by the Insured and the Company's 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 condition 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.
6. If any part of the premium or renewal is based on estimates furnished by the Insured, the Insured shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record. The Insured shall within one month after the expiry of each period of insurance furnish such information as the Company may require. The premium or renewal premium shall thereupon be adjusted and the difference paid or allowed to the Insured
7. If required by the Company, the agent or representative of the Company shall in case of any loss to the Insured be permitted at all reasonable times to examine into the circumstances of such loss and the Insured shall on being required to do so by the Company produce all books of accounts, receipts, documents relating to or containing entries relating to the loss in his possession and furnish copies of or extracts from such of them as may be required by the Company so far as they relate to such claims and will in any way assist the Company to ascertain the correctness thereof or the liability of the Company under this Policy.
8. The Company shall be entitled at its own expense and for its own benefit in the name of the Insured to prosecute all claims and exercise all right or action available to the Insured against the Employee in respect of any act insured against in connection with which it may have made payment under this policy and the Insured shall give to the Company all such information and assistance as may be reasonably required for maintaining such claims or rights.
9. For the purpose of identifying Employee in all cases of change of residence or occupation or change of name due notice thereof in writing shall be given by the Insured to the Company.



### 17. Section XIV – Neon Sign / Glow Sign / Hoarding Insurance:

The Company will indemnify the Insured in respect of loss of or damage to NEON SIGN/GLOW SIGN/ HOARDING belonging to the Insured by

- a) Accidental external means
- b) Theft/burglary
- c) Fire, lightning, external explosion/Implosion
- d) Aircraft or articles dropped there from
- e) Riot, strike or malicious act
- f) Earthquake (fire and/or shock) subsidence and land slide including rockslide damage
- g) Flood, inundation, storm, tempest, typhoon, hurricane, tornado or cyclone.
- h) Impact damage by rail/ road vehicle or animal.

#### **Compulsory Excess**

0.5% of each and every claim subject to a minimum of Rs 500/-

#### **Special Exception:**

The Company shall not be liable in respect of

1. Loss or damage occurring while the premises is under construction or vacant for a continuous period of 14 days, even if notice of construction or vacancy has been given to the company.
2. Loss or damage caused willfully or knowingly by the person beneficially interested in this Policy or by his Agent or by his or their procurement or connivance.
3. Breakage of Neon Sign/ Glow Sign/ Hoardings not completely and securely fixed.
4. Any loss due to the interruption of business or for other damage or injury consequent on or arising from or out of the breakage of Neon Sign/ Glow Sign/ Hoardings insured hereunder or for loss alleged to be due to delay in replacing Neon Sign/ Glow Sign/ Hoardings.
5. The fusing or burning out of any Bulbs and/or Tubes arising from short circuiting or arcing or any other mechanical/electrical breakdown or faults.
6. Any wear & tear caused to the Neon Sign/ Glow Sign/ Hoardings due to the action of sun, rain, hail, or climatic or atmospheric conditions.
7. Any accident loss destruction, damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
8. Any legal liability of whatsoever nature, directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any source whatsoever.
9. Any loss or damage to the Neon Sign/ Glow Sign/ Hoardings directly or indirectly resulting or arising there from war & war like operations.
10. Any third party legal liability directly or indirectly resulting or arising out of breakage/ loss/ damage of Neon Sign/ Glow Sign/ Hoardings.
11. loss or damage for which the manufacturer or supplier is responsible;
12. loss or damage due to or consequent upon wear and tear, gradual deterioration, rust, corrosion, moth, vermin or insect;
13. any costs incurred in connection with maintenance, including parts replaced in the course of such maintenance operations;





## 18. Grievance Redressal Procedure:

Welcome to Shriram General Insurance and Thank You for choosing us as your insurer.

Please read your Policy and Schedule. The Policy and PolicySchedule set out the terms of your contract with us. Please read your Policy and PolicySchedule carefully to ensure that the cover meets your needs.

We do our best to ensure that our customers are delighted with the service they receive from us. If you are dissatisfied we would like to inform you that we have a procedure for resolving issues. Please include your Policy number in any communication. This will help us deal with the issue more efficiently. If you don't have it, please call your Branch office.

First Step Initially, We suggest you to contact the Branch Manager / Regional Manager of the local office which has issued the Policy. The address and telephone number will be available in the Policy.

Second Step Naturally, We hope the issue can be resolved to your satisfaction at the earlier stage itself. But if you feel dissatisfied with the suggested resolution of the issue after contacting the local office, please e-mail or write to Grievance Cell, HO, headed by a senior executive which will be directly under the control of the MD at the below mentioned address:

**Contact Person:** Chief Compliance and Grievance Officer  
**Contact Address:** Shriram General Insurance Co. Ltd.  
E-8, EPIP, RIICO Industrial Area, Sitapura, Jaipur – 302022  
1800-103-3009, 1800-300-30000  
**Grievance Cell No:**  
**E-mail ID:** [md@shriramgi.com](mailto:md@shriramgi.com)  
**Fax No.:** 91-141-2770693

You can also reach us by email or register their complaints on the website of the Company.

If You are still not satisfied, You can approach the Insurance Ombudsman in the respective area for resolving the issue. The contact details of the Ombudsman offices are mentioned below:

Ombudsman Offices	
Jurisdiction	Office Addresses
Gujarat , Dadra & Nagar Haveli, Daman and Diu	Insurance Ombudsman Office of the Insurance Ombudsman 2 <sup>nd</sup> Floor, Ambica House, Nr. C.U.Shah College, 5, Navyug Colony, Ashram Road, <b>AHMEDABAD</b> – 380 014 Tel.079- 27546150/139, Fax:079-27546142 E-mail: <a href="mailto:bimalokpal.ahmedabad@gbic.co.in">bimalokpal.ahmedabad@gbic.co.in</a>
Karnataka	Insurance Ombudsman Office of the Insurance Ombudsman Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24 <sup>th</sup> Main Road, JP Nagar Ist Phase, <b>BENGALURU</b> – 560 078 Tel. 080 – 26652048 / 49 E-Mail: <a href="mailto:bimalokpal.bengaluru@gbic.co.in">bimalokpal.bengaluru@gbic.co.in</a>
Madhya Pradesh & Chhattisgarh	Insurance Ombudsman, Office of the Insurance Ombudsman JanakVihar Complex, 2 nd floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, <b>BHOPAL</b> - 462 003 Tel. 0755-2769201/02 Fax:0755-2769203 E-mail: <a href="mailto:bimalokpal.bhopal@gbic.co.in">bimalokpal.bhopal@gbic.co.in</a>
Orissa	Insurance Ombudsman, Office of the Insurance Ombudsman 62, Forest Park, <b>BHUBANESHWAR</b> – 751 009 Tel.0674-2596461 / 2596455, Fax - 0674-2596429 E-mail: <a href="mailto:bimalokpal.chandigarh@gbic.co.in">bimalokpal.chandigarh@gbic.co.in</a>
Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh	Insurance Ombudsman Office of the Insurance Ombudsman S.C.O. No.101, 102 & 103 2 <sup>nd</sup> floor, Batra Building, Sector 17-D , <b>CHANDIGARH</b> – 160 017 Tel.: 0172-2706196 / 2706468, Fax: 0172-2708274 E-mail: <a href="mailto:bimalokpal.chandigarh@gbic.co.in">bimalokpal.chandigarh@gbic.co.in</a>



Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry)	Insurance Ombudsman Office of the Insurance Ombudsman Fatima Akhtar Court , 4 <sup>th</sup> Floor, 453, Anna Salai, Teynampet, <b>CHENNAI</b> – 600 018 Tel. 044-24333668 / 24335284, Fax: 044-24333664 E-mail: <a href="mailto:bimalokpal.chennai@gbic.co.in">bimalokpal.chennai@gbic.co.in</a>
Delhi	Insurance Ombudsman Office of the Insurance Ombudsman 2/2 A, Universal Insurance Building. Asaf Ali Road, <b>NEW DELHI</b> – 110 002 Tel. 011-23239633 / 23237532, Fax: 011-23230858 E-mail: <a href="mailto:bimalokpal.dehli@gbic.co.in">bimalokpal.dehli@gbic.co.in</a>
Kerala,Lakshadweep, Mahe-a part of Pondicherry.	Insurance Ombudsman, Office of the Insurance Ombudsman 2 <sup>nd</sup> Floor, Pulinat Building, Opp. Cochin Shipyard, M.G. Road, <b>ERNAKULAM</b> – 682 015 Tel.: 0484 - 2358759 / 2359338, Fax:0484-2359336 E-mail: <a href="mailto:bimalokpal.ernakulam@gbic.co.in">bimalokpal.ernakulam@gbic.co.in</a>
Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura	Insurance Ombudsman Office of the Insurance Ombudsman Jeevan Nivesh, 5 <sup>th</sup> Floor, Nr. Panbazar Overbridge , S.S. Road, <b>GUWAHATI</b> – 781 001 (ASSAM) Tel. : 0361-2132204 / 2132205, Fax:0361-2732937 E-mail: <a href="mailto:bimalokpal.guwahati@gbic.co.in">bimalokpal.guwahati@gbic.co.in</a>
Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.	Insurance Ombudsman, Office of the Insurance Ombudsman, 6-2-46 , 1 st floor, “Moin Court”, Lane Opp. Saleem Function Palace, A.C. Guards, Lakdi-Ka-Pool, <b>HYDERABAD</b> – 500004 Tel.: 040 - 65504123 / 23312122, Fax: 040-23376599 E-mail: <a href="mailto:bimalokpal.hyderabad@gbic.co.in">bimalokpal.hyderabad@gbic.co.in</a>
Rajasthan	Insurance Ombudsman Office of the Insurance Ombudsman Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, <b>JAIPUR</b> - 302 005 Tel.: 0141 – 2740363 Email: <a href="mailto:Bimalokpal.jaipur@gbic.co.in">Bimalokpal.jaipur@gbic.co.in</a>
West Bengal, Sikkim, Andaman & Nicobar Islands.	Insurance Ombudsman, Office of the Insurance Ombudsman HindustanBldg. Annexe, 4th Floor, 4, C.R. Avenue, <b>KOLKATA</b> – 700 072 Tel.: 033 - 22124339 / 22124340, Fax: 033-22124341 E-mail : <a href="mailto:bimalokpal.kolkata@gbic.co.in">bimalokpal.kolkata@gbic.co.in</a>
Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.	Insurance Ombudsman, Office of the Insurance Ombudsman 6 <sup>th</sup> Floor , Jeevan Bhawan, Phase II, Nawal Kishore Rd. Hazratganj, <b>LUCKNOW</b> – 226 001 Tel.:0522- 2231330 / 31, Fax: 0522-2231310 E-mail: <a href="mailto:bimalokpal.lucknow@gbic.co.in">bimalokpal.lucknow@gbic.co.in</a>
Goa, Mumbai Metropolitan Regionexcluding Navi Mumbai & Thane.	Insurance Ombudsman, Office of the Insurance Ombudsman, 3 <sup>rd</sup> Floor, Jeevan Seva Annexe , S.V.Road, Santacruz (W), <b>MUMBAI</b> – 400 054 Tel: 022-26106552 / 26106960, Fax: 022-26106052 E-mail: <a href="mailto:bimalokpal.mumbai@gbic.co.in">bimalokpal.mumbai@gbic.co.in</a>
State of Uttaranchal and the following Districts of Uttar Pradesh:	Insurance Ombudsman Office of the Insurance Ombudsman <b>NOIDA</b> Email: <a href="mailto:bimalokpal.noida@gbic.co.in">bimalokpal.noida@gbic.co.in</a>



Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.	
Bihar, Jharkhand	Insurance Ombudsman Office of the Insurance Ombudsman <b>PATNA</b> Email: <a href="mailto:bimalokpal.patna@gbic.co.in">bimalokpal.patna@gbic.co.in</a>
Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.	Insurance Ombudsman Office of the Insurance Ombudsman Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, <b>PUNE</b> – 411 030. Tel.: 020 - 32341320 Email: <a href="mailto:bimalokpal.pune@gbic.co.in">bimalokpal.pune@gbic.co.in</a>