

**Bharti AXA General Insurance Company Limited**

**SmartPlan Business Advantage (Sookshma Udyam) Package Policy**

You chose this **SmartPlan Business Advantage (Sookshma Udyam) Package Policy** and applied to Us for insurance covers of Your choice. You paid Us the premium and gave Us information about Yourself, Your Business and Your Property. Based on Your confirmation that this information is true and correct, and in return of accepting the Premium You have paid Us, We promise to provide You insurance as stated in this Policy Document and the Policy Schedule attached to it.

**Clause A. This Policy and the Insurance Contract**

**1. Your Policy:** This Policy is a contract between You and Us as stated in the following:

- i. This Policy document;
- ii. The Policy Schedule attached to this Policy document;
- iii. Any Endorsement attached to and forming part of this Policy document;
- iv. Any Add-on to this Policy that You may have purchased from Us;
- v. The proposal and all declarations made by You or on Your behalf;

**2. 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.

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

- i. Your personal details,
- ii. the Policy Period,

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- 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.

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

<b>Word/s</b>	<b><i>Specific meaning</i></b>
<b>Agreed Value</b>	An amount agreed between You and Us at the Policy Commencement Date for items the value of which cannot be ascertained.
<b>Bank</b>	A bank or any financial institution
<b>Building</b>	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.
<b>Business</b>	Your commercial enterprise, trade or profession as shown in the Policy Schedule.
<b>Commencement Date</b>	It is the date and time from which the insurance cover under this Policy begins. It is shown in the Policy Schedule.

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<b>Contents</b>	Those articles or things in Your Premises that are not permanently attached or fixed to the structure of Your Premises.
<b>Endorsement</b>	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.
<b>Excess</b>	It is the amount that You must bear in each and every claim before We become liable to pay.
<b>Insurable Assets</b>	All Buildings, Plant and Machinery, Furniture, Fixtures and Fittings, Stocks and 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.
<b>Insured Property</b>	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.
<b>Kutcha Construction</b>	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.
<b>Market Value</b>	Market Value means new Replacement/Reinstatement Value minus depreciation reckoned as on the date of loss.
<b>Money</b>	Cash, bank and currency notes, credit cards, telephone cards, cheques, crossed banker's 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.
<b>Partial Loss</b>	Any loss other than Total Loss.
<b>Plant and Machinery</b>	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.

Product Name: **SmartPlan Business Advanatge (Sookshma Udyam) Package Policy. Product UIN:**

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<b>Policy Period</b>	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.
<b>Policy Schedule</b>	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.
<b>Premium</b>	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.
<b>Pucca Construction</b>	Construction other than Kutcha Construction.
<b>Reinstatement/Replacement</b>	<p>Reinstatement/Replacement is defined as:</p> <ol style="list-style-type: none"> <li>the reconstruction of buildings or replacement of other property lost or destroyed.</li> <li>the repair or partial replacement of property damaged.</li> </ol> <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>
<b>Reinstatement/Replacement Value</b>	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.
<b>Stocks</b>	<p>Any stock of goods or merchandise. It may be:</p> <ol style="list-style-type: none"> <li>Finished goods, semi-finished goods, stock in process, stock invoiced and ready for dispatch,</li> <li>Raw materials, packing materials, or</li> <li>Stock held in trust for which You are responsible.</li> <li>Stock in Open in the Insured Premises</li> </ol>
<b>Sum Insured</b>	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.
<b>Total Loss</b>	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 of that item or in total.

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<b>We, Us, Our, Insurer</b>	The Bharti AXA General Insurance Company that has provided Insurance Cover under this Policy; of the Company.
<b>You, Your, Insured</b>	The Insured Person/s, Company or other entity shown in the Policy Schedule who has/have purchased Insurance Cover under this Policy; of such Insured Person/s
<b>Your Premises</b>	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.

**SECTION I – Fire and Allied Perils**

**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.

	<b>Column A</b>	<b>Column B</b>
	<b>We cover</b> physical loss or damage, or destruction caused to the Insured Property by	<b>We do not cover</b> loss or damage, or destruction caused to the Insured Property by
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	-

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5.	Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Tsunami, Flood and Inundation,	-
6.	Subsidence of the land on which Your Premises stand, Landslide, Rockslide	caused by a. normal cracking, settlement or bedding down of new structures, b. the settlement or movement of made up ground, c. coastal or river erosion, d. defective design or workmanship or use of defective materials, or e. demolition, construction, structural alterations or repair of any property, or groundworks or excavations.
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, animal, falling trees, aircraft, wall etc.)	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.
9.	Missile testing operations	-
10.	Riot, Strikes, Malicious Damages	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.
11.	Acts of terrorism (Coverage as per Terrorism Clause attached.)	Exclusions as per Terrorism Clause attached.
12.	Bursting or overflowing of water tanks, apparatus and pipes,	-
13.	Leakage from automatic sprinkler	a. repairs or alterations in the Building in which

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	installations.	Your Business is located, b. repairs, removal or extension of any sprinkler installation, or c. defects in the construction known to You.
14.	Theft within 7 (seven) days from the occurrence of and proximately caused by any of the above Insured Events	if it is a. of any article or thing outside Your Premises, or b. of any article or thing attached from the outside of the outer walls or the roof of Your Premises, unless securely mounted.

**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

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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 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 the 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 provisions 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 stock temporarily removed to any other premises for the purposes of fabrication, processing or finishing, or other similar purposes subject to the following conditions:

- i. maximum cover will be 10% of the Sum Insured for 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.



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- 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 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

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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.

The total amount recoverable under any item of the policy shall not exceed the sum insured thereby.

### Clause D. Exclusions, 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. i. 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

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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

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- 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 of 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 Reinstatement 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

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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.**

### Section II – Fire Loss of Profit

#### 1. Coverage:

If any building or other property or any part thereof used by the Insured for the purpose of the business, be destroyed or damaged by the perils covered under Section I of this Policy (destruction or damage so caused being hereinafter termed damage) and the business carried on by the Insured at the business premises be in consequence thereof interrupted or interfered with, the Company will pay to the Insured in respect of each item in the Schedule the amount of loss resulting from such interruption or interference in accordance with the provisions contained in this Section:

Provided that

- a. At the time of the happening of the damage there shall be in force insurance under Section I of this Policy, covering the interest of the Insured in the property at the business premises against such damage and that payment shall have been made or liability admitted there under.
- b. The liability of the Company shall in no case exceed in respect of each item the sum expressed in the Schedule to be insured thereon or in the whole the total Sum Insured hereby or such other sum or sums as may hereafter be substituted therefor by memorandum duly signed by or on behalf of the Company.

#### 2. **Special** Conditions (applicable only to Section II of this Policy)

I The cover under this section shall cease if:

- a. the Insured's business be wound up or carried on by a Liquidator or Receiver or permanently discontinued or

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- b. the Insured's interest ceases otherwise than by death or
  - c. any alteration be made either in the business or in the business premises or contents therein where by the risk of damage is increased at any time after the commencement of this insurance, unless its continuance be admitted by memorandum signed by or on behalf of the Company.
- II Notice shall be given to the Company of alteration in existing blocks, addition of new blocks and/or business premises and/or deletion of existing blocks and/or business premises during the currency of the Policy to enable the Company to determine whether the basic 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.
- III 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 minimize 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 therefrom;
  - d. at his own expense produce or procure and give to the Company such books of accounts and other business books, vouchers, invoices, balance sheets and other documents, proofs, information, explanation and other evidences 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 matter 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.

- IV In no case whatsoever shall the Company be liable in respect of any claim under this Policy after the expiration of:

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- 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 Company covering the damage giving rise to the said claim unless the claim is the subject of pending action or arbitration.

V 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 loss to the expiry of period of insurance for the amount of such loss shall be payable by the Insured to the Company.

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

### Section III – All Risks

#### 1. Coverage:

The Company will indemnify the Insured in respect any property other than building or any part thereof being used by the Insured in the business premises and stocks described in the Schedule to this Policy for the purpose of the business, which is destroyed or damaged by any cause whatsoever other than those specifically excluded by this Section.

Provided that the liability of the Company in respect on any one item in any one period of insurance will not exceed the sum insured set against such item in the Schedule and not exceeding in the aggregate the total Sum Insured hereby.

Provided further that where damage to any Insured Property can be repaired the Company will pay expenses necessarily incurred to restore the damaged Insured Property to its former state of use not exceeding the sum insured in respect of such item.

#### 2. Sum Insured



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

### 3. Basis of Indemnity

- a. In cases where an Insured Property is repaired, the Company will pay expenses necessarily incurred to restore the damaged property to its former state of serviceability plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs as well as 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 actual cost of materials and wages incurred for the purpose of the repairs plus a reasonable percentage to cover overhead charges.

No deduction shall be made for depreciation in respect of parts replaced, except those with limited life, but the value of any salvage will be taken into account. If the cost of repairs as detailed hereinabove equals or exceeds the actual value of the 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 an Insured Property is destroyed, the Company will pay the actual value of the property 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. The Company will also pay any normal charges for the dismantling of the property destroyed, but the salvage will be taken into account.

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.

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

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 Insured Property is subject to total loss and has become obsolete, all costs necessary to replace lost or damaged Insured Property with a follow-up model (similar type) of



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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 provisions hereinabove, the Company will pay only in such proportion as the Sum Insured bears to the amount required to be insured. Every property if more than one shall be subject to this condition separately.

The Company will make payments only after being satisfied, by productions of the necessary bills and documents, that the repairs have been effected or replacement has taken place, as the case may be. The Company will settle the claim in case of total loss where the Insured is unable to replace the damaged property for reasons beyond their control on indemnity basis.

### 4. Exclusions

The Company shall not be liable in respect of loss or damage caused by or due to:-

- a. The Excess stated in the Schedule to be borne by the Insured in any one occurrence. If, however, more than one property is lost or damaged in any one occurrence then the Insured shall not be called upon to bear more than the highest single excess applicable to such properties.
- b. Loss or damage caused by any defects existing at the time of commencement of the present insurance within the knowledge of the Insured, or his representatives, whether such defects were known to the Company or not.
- c. Any costs incurred in connection with the elimination of functional failures unless such failures were caused by an indemnifiable loss of or damage to the insured properties.
- d. Any costs incurred in connection with the maintenance of the insured properties, such exclusion also applying to parts exchanged in the course of such maintenance operations.
- e. Loss or damage for which the manufacturer or supplier of the insured properties is responsible either by law or under contract.
- f. Loss of or damage to rented or hired property for which the owner is responsible either by law or under lease and/ or maintenance agreement.
- g. Consequential loss or liability of any kind or description.
- h. Loss of or damage to bulbs, ribbons, fuses, seals, belts, wires, chains, rubber belts, exchangeable parts, engraved cylinders, objects made of glass, porcelain or ceramics, sieves of fabrics, or any operating media (e.g. lubricating oil, fuel, chemicals).

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- i. Aesthetic defects, such as scratches on painted polished or enamelled surfaces.
- j. Unexplained shortages or mysterious disappearance of Insured Property.
- k. Erosion, settling, cracking, seepage resulting from earth movements (other than earthquake, subterranean fire or volcanic eruption), shrinkage or expansion of buildings or foundations, subsidence, landslip or ground heave.
- l. Gradually operating causes such as but not limited to wear and tear, denting, scratches, rust, mildew, corrosion, disease, oxidation, fading, tree roots, evaporation, and change in flavour, colour, temperature, humidity or texture.
- m. Shrinkage, inherent defects, natural deterioration or natural putrefaction.
- n. Vermin, insects, termites, scratching, denting, chipping or defacing.
- o. Latent defect, faulty workmanship, structural defects or faulty design.
- p. The cessation, interruption or retarding of any process or operation or work whether total or partial.
- q. Dishonesty, fraudulent action, trick device or other false pretense.
- r. Loss or damage to:
  - i. Glass (other than fixed glass), jewellery, watches, pearls, set or unset precious stones, gold, silver, platinum or other previous metals and alloys.
  - ii. Articles of a brittle nature unless such damage arises from fire or burglary.
  - iii. Money as defined in Section VII of this Policy.
  - iv. Property away from the insured premises unless specifically mentioned in the Schedule.
  - v. Watercraft, aircraft, locomotives, rolling stock, motor vehicles, motorcycles and trailers.
  - vi. Property (except Neon Sign/Glow Sign/Hoarding) in the open or being processed, constructed, erected, installed, altered, dismantled, removed or resited including related materials and supplies.
  - vii. Empty premises and property contained therein awaiting or undergoing demolition.
  - viii. Property whilst it is undergoing any form of testing.

In respect of the parts mentioned under (h) and (i) above, the Company shall be liable to provide compensation in the event such parts are affected by an indemnifiable loss of or damage to the insured properties.

### **Section IV – Mechanical and Electrical Appliances**

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### 1. Coverage:

The Company will indemnify the Insured against unforeseen and sudden physical damage caused by and/or solely due to mechanical and/or electrical breakdown of mechanical and electrical appliances, apparatus or gadgets specified in the Schedule hereto whilst contained in or fixed in the Insured's business premises. Provided that the liability of the Company in respect of any one item in any one period of insurance will not exceed the sum insured set against such item in the Schedule.

### 2. Sum Insured:

The Sum Insured in respect of each item for coverage under this Section shall be equal to the cost of replacement of such item by a new item of the same kind and capacity which shall mean its current new replacement cost including ordinary freight, customs duty, other dues, if any, and cost of erection (CNRV basis).

### 3. Basis of indemnity:

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

No deduction shall be made for depreciation in respect of parts replaced except those with limited life but the value of any salvage will be taken into account.

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

- b. In cases where an insured item is destroyed, the Company will pay the actual value of the item immediately before the occurrence of the loss including costs for ordinary freight erection and customs duties, if any, provided such expenses have been included in the Sum Insured, such actual value to be calculated by deducting proper depreciation from the replacement value of the item. The Company will also pay any normal charges for the dismantling of the machinery destroyed but the salvage will be taken into account.

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

- c. 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.

- d. If the Sum Insured is less than the amount required to be insured as per provision 1 hereinabove, the Company will pay only in such proportion as the Sum Insured bears to the amount required to be insured. Every item if more than one shall be subject to this condition separately.

The Company will make payments only after being satisfied, by production of the necessary bills and documents, that the repairs have been effected or replacements have taken place, as the case may be.

#### 4. Excess:

Coverage under this Section is subject to an excess of 1 % of the sum insured for each item or Rs. 250/- whichever is higher, in respect of each and every claim for loss or damage admitted under the Policy.

#### 5. Exclusions:

The Company shall not be liable in respect of loss or damage caused by or due to :-

- a. willful act or gross negligence of the Insured
- b. gradually developing flaws, defects, cracks or partial fractures in any part not necessitating immediate stoppage although at some future time repair or replacement of the parts affected may be necessary
- c. deterioration of or wearing away or wear-out of any item caused by or naturally resulting from normal use of exposure
- d. faults existing at the time of commencement of this insurance and known to the Insured, regardless of whether such faults, or defects were known to the Company or not
- e. any fault or defect for which the manufacturer or supplier of the damaged item is responsible

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- f. cost of transport to the repair shop and back to the Insured's business premises in respect of any item damaged
- g. perils which are insurable under other Sections of the Policy
- h. permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority of such item or by permanent or temporary dispossession of any building resulting from the unlawful occupation by the Insured of the building.

### 6. Warranty:

It is warranted that ALL mechanical, electrical appliances, apparatus, gadgets and/or mechanical/electrical installations in the Insured's business premises shall be covered WITHOUT SELECTION under this Section. If, at the time of claim, it is found that this warranty has not been complied with, then sub-clause 3 (d) of this Section shall apply.

## Section V - Electronic Appliances

### 1. Coverage:

The Company will indemnify the Insured against loss or damage to electronic installations specified herein below while contained or fixed in the Insured's business premises due to any cause other than those specifically excluded.

- a. Electronic appliances, apparatus, gadgets, electronic medical equipment and/or any electronic installation pertaining to Insured's business while contained or fixed in the Insured's business premises and mentioned in the Schedule.
- b. Portable Computers mentioned in the Schedule, belonging to the Insured and in the personal custody of the Insured's principal officers or employees when carried anywhere in the world as accompanied baggage.
- c. Data carrying materials and data contained in or on such data carrying materials and/or Software/Computer Programs (other than own/in-house developed Software/Computer Programs) to the extent mentioned in the Schedule.

### 2. Sum Insured:

The Sum Insured in respect of each item for coverage under this Section shall be equal to the cost of replacement of such item by a new item of the same kind and capacity which shall mean its current new replacement cost including ordinary freight, customs duty, other dues, if any, and cost of erection (CNRV basis).

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### 3. Basis of indemnity:

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

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

- b. In cases where an insured item is destroyed, the Company will pay the actual value of the item immediately before the occurrence of the loss, including costs for ordinary freight, erection and customs duties, if any, provided such expenses have been included in the Sum Insured, such actual value to be calculated by deducting proper depreciation from the replacement value of the item. The Company will also pay any normal charges for the dismantling of the machinery destroyed, but the salvage will be taken into account.

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 insured item is subjected to total loss and meanwhile it becomes obsolete, all costs necessary to replace the lost or damaged insured item with a follow-up model(similar

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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 - 1 hereinabove, the Company will pay only in such proportion as the sum insured bears to the amount required to be insured. Every item if more than one shall be subject to this condition separately.

The Company will make payments only after being satisfied, with necessary bills and documents, that the repairs have been effected or replacement have taken place, as the case may be. The Company may, however, not insist for bills and documents in case of total loss where the insured is unable to replace the damaged equipment for reasons beyond their control. In such cases, claims can be settled on “indemnity basis”.

#### 4. Exclusions:

The Company shall not be liable for:-

- a. Damage caused by any faults or defects existing at the time of commencement of present insurance within the knowledge of Insured or his representatives whether such faults or defects were known to the Company or not.
- b. Willful act or negligence of the Insured or his representative.
- c. Loss arising out of cessation of work whether total or partial.
- d. Derangement of the Insured Property not accompanied by damage covered under the Policy.
- e. Loss of or damage to the property covered under the Policy falling under the terms of any Maintenance agreement. Such exclusions will also apply to parts exchanged in course of such maintenance operations.
- f. Damage due to defects of design, material or workmanship or otherwise for which the manufacturer or supplier of the insured items is responsible either in law or under contract.
- g. Damage due to or consequent upon wear and tear, gradual deterioration, atmospheric or climatic conditions, rust, corrosion, moth, vermin or insect.

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- h. Loss due to mysterious disappearance and whilst left in unattended vehicles in respect of cellular phones, portable computers and other mobile equipment.
- i. Loss or damage to own/in-house developed software.

### 5. Excess:

Coverage under this Section is subject to an excess in respect of each and every claim for loss or damage admitted under the Policy as specified below:

- a. In case of personal computers, 5% of the claim amount subject to a minimum of Rs.2,500/-.
- b. In case of equipments (other than personal computers) with individual value upto Rs. 1 lakh, 5% of the claim amount subject to a minimum of Rs. 1,000/-.

In case of equipments (other than personal computers) with individual value exceeding Rs. 1 lakh, 5% of the claim amount subject to a minimum of Rs. 2,500/-.

## SECTION VI - Burglary & Housebreaking

### 1. Definitions:

- a. "Burglary & Housebreaking" means theft involving entry into or exit from the Insured's business premises by forcible and violent means or following assault or violence or threat thereof to the Insured or any of Insured's employees or a member of the Insured's family or any person residing lawfully in the Insured's business premises.
- b. "Contents" mean items of property in the Insured's business premises including items of property for which the Insured is accountable. Such items shall include incidental stock of finished goods and/or raw materials in case the Insured's is engaged in carrying on any trading activity, upto a limit of 10% of the total value of the contents under this Section.

### 2. Covered

- a. The Company will indemnify the Insured in respect of loss or damage to contents, by burglary and/or housebreaking.
- b. Damage to the Insured's business premises and/or safe resulting from burglary and/or housebreaking or any attempt thereat subject to a maximum of 5 % of the Sum Insured under this Section.



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Provided however that no loss under clauses a) and b) hereinabove, shall together exceed the Sum Insured under this Section.

#### **3. Sum Insured:**

The basis of valuation in respect of contents, other than stock-in-trade, shall be on reinstatement value or market value as defined under Section I hereinabove, as opted by the Insured. However, in respect of stock-in-trade it shall be on market value.

#### **4. Basis of indemnity:**

- a. The indemnity in respect of contents, other than stock-in-trade, shall be on the basis of reinstatement value or market value, as opted by the Insured. In respect of stock-in-trade, it shall be on market value.
- b. In the event of property insured being damaged by any of the specified perils, the Company shall pay for the amount of damage or loss or at its option replace or repair the damaged property.
- c. If the property hereby insured shall, at the breaking out of any fire or at the commencement of any destruction of or damage to the property by any other peril hereby insured against be collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable portion of the loss accordingly. Every item, if more than one, of the Policy shall be separately subject to this sub-clause.

#### **5. Exclusions:**

- i. Gold or silver articles, 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, unless specifically insured.
- ii. Loss or damage where any of the Insured's business staff or any other person lawfully on the business premises in the business is concerned in the actual theft or damage to any of the articles or premises or where such loss or damage have been expedited or in any way assisted or brought about by any such person of persons.
- iii. Loss or damage which is recoverable under Fire or Plate Glass Insurance Policy or any other policy.
- iv. a. 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, terrorist activities, earthquake,

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flood, storm, volcanic eruption, typhoon, hurricane, tornado, cyclone or other convulsions of nature or atmospheric disturbances.

- b. Loss or damage whether direct or indirect arising from war, warlike operations and of foreign enemy hostilities (whether war be declared or not), civil war, revolution, insurrection, civil commotion, military or usurped power, seizure, capture, confiscation, arrests, restraint and detainment by Order of any government or any other authority.
- c. 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.
- v. a. Any loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss and any legal liability of whatsoever nature, directly or indirectly, caused by or contributed to by, or arising from ionising radiation or contamination by radioactivity from any source whatsoever.
- b. Any accident, loss, destruction, damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
- vi. Consequential loss or legal liability of any kind.
- vii. Loss of money and/or other property abstracted from safe following the use of the key to the said safe or any duplicate thereof belonging to the Insured, unless such key has been obtained by assault or violence or any threat thereof.
- viii. Loss of or damage to any property insured under this Policy due to any misfeasance, malfeasance or nonfeasance or breach of trust in relation thereto by the Insured.
- ix. This Policy shall cease to attach:
  - a. if the premises shall have been 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 be made in 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 every case, the consent of the Company to the continuance of the insurance thereon is obtained and signified on the Policy.
- x. Terrorism Damage Exclusion Warranty:

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

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force of 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 expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to action taken in respect of any act of terrorism.

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

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

### Section VII - Money Insurance:

#### 1. Definitions:

- a. "Money" means and includes cash, coins, currency notes, cheques, postal orders, bank drafts, pay orders, postage stamps.
- b. "Safe" means and includes cupboards, almirahs and cash boxes made of steel and of standard make secured with standard locking system.

#### 2. What is covered:

This Section covers loss of money relating to Insured's business due to accident or misfortune

- a. while in transit between the Insured's business premises and bank and back,
- b. from safe at the Insured's business premises,
- c. from till at the Insured's business premises.

#### 3. Warranty:

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- a. It is warranted that the Insured shall maintain and keep a complete account of money in a safe, cupboard or cash box under lock and key at places other than the place where the money covered is kept. The liability of the Company shall be limited to the account actually shown by such records not exceeding the amount stated in the Schedule.
- b. It is also warranted that money collected by the Insured or the authorised employee/s of the Insured whilst in transit to the Insured's business premises or bank shall not remain in their personal custody for more than 48 hours.

#### **4. Special condition:**

The Company shall be entitled in the name of the Insured to have the absolute conduct and control of all or any proceedings that it considers necessary for the purpose of tracing and recovering money lost or of securing reimbursement of money lost and the Insured shall at the Company's expense furnish all such assistance as may reasonably be required by the Company in connection with such proceedings and in the event of any or all of the money being recovered it shall be imperative upon the Insured to refund to the Company such a proportion of the sum allowed by way of compensation as the amount recovered bears to the total money lost.

#### **5. Exclusions:**

- a. Shortage due to error or omission.
- b. Loss of or damage to money due to unexplained and mysterious circumstances.
- c. Loss of money entrusted to any person other than the Insured or authorised employee of the Insured.
- d. Loss of money where the Insured or his employee is involved as principal or accessory, except loss due to fraud or dishonesty of the cash carrying employee of the Insured, occurring whilst in transit and discovered within 48 hours.
- e. Loss occurring on the premises, after work hours, unless the money is in a locked safe or strong room.
- f. Money carried under contract of affreightment and theft of money from unattended vehicle.
- g. 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.
- h. (i) 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, terrorist activities, earthquake,

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flood, storm, volcanic eruption, typhoon, hurricane, tornado, cyclone or other convulsions of nature or atmospheric disturbances.

(ii) Loss or damage whether direct or indirect arising from war, warlike operations and of foreign enemy hostilities (whether war be declared or not), civil war, revolution, insurrection, civil commotion, military or usurped power, seizure, capture, confiscation, arrests, restraint and detainment by Order of any government or any other authority.

(iii) 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.

i. (i) 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 by or arising from ionizing, radiation or contamination by radioactivity, from any source whatsoever.

(ii) Any loss, destruction, damage or legal liability, directly or indirectly, caused by or contributed by or arising from nuclear weapons material.

j. Consequential loss or legal liability of any kind.

k. 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.

l. Loss or damage arising from detention, confiscation, nationalisation, requisition, occupation or wilful destruction by or under the order of the Government or any public or local authority.

m. Terrorism Damage Exclusion Warranty:

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

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

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

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

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

### Section VIII - Infidelity/Dishonesty of employees

#### 1. Definition:

“Employee” means any person who is permanently employed by the Insured for the purpose of Insured’s business and has entered into a contract of employment with the Insured.

#### 2. Coverage:

Direct pecuniary loss due to dishonest acts / infidelity of employees

#### 3. Special conditions:

a. It is a condition under this Section that:

- i. The loss shall have occurred in connection with the employee’s occupation/duties by reason of any act or fraud or dishonesty committed after the commencement of this Policy and during its uninterrupted continuance and be discovered during the continuance of this Policy or within twelve (12) calendar months after the death, dismissal or retirement of such employee or twelve (12) calendar months after this Policy shall have ceased to exist whichever of these events, shall happen first.
- ii. The liability of the Company in respect of any one person or all persons so employed and in respect of all losses in any one period of insurance is limited to the sum set opposite in the Schedule.

b. The following conditions are precedent to a claim becoming payable under this Section:

- i. In the event of loss the Insured shall give immediate notice to the Police, take all practicable steps for discovering and punishing the guilty persons, for tracing and recovering the property lost and shall be bound to satisfy the Company that the loss claimed for has actually arisen from one of the causes insured against.

## Bharti AXA General Insurance Company Limited

- ii. The Company shall not be liable for any act or default of an employee done or omitted to be done after the discovery by the Insured of any act of forgery, embezzlement, larceny or fraudulent conversion on the part of any such employee.
- iii. The Insured shall if and when required by the Company but at the expense of the Company use all diligence in prosecuting any of the employees to conviction for any act or default which such employee shall have committed and in consequence of which a claim shall have been made under this 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 from the estate of such employee or from any moneys which the Company shall have become liable to pay in respect thereof.
- iv. Any money of the employee in the hands of the Insured and any money which but for the employee's dishonesty would have been due to the employee from the Insured shall be deducted from the amount otherwise payable under this 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.

### Section IX – Fixed Glass and Sanitary Fittings

#### 1. Definitions:

- a. “**Glass**” means fixed plain glass and mirrors in or on the Insured's business premises excluding painting, tinting, embossing or ornamental works on the glass.
- b. “**Sanitary fittings**” mean fixed wash basins, pedestals, sinks, lavatory pans and cistern contained in the Insured's business premises.

#### 2. Coverage:

This Section covers loss or damage due to accidental breakage of

- a. Fixed plate glass and sanitary fittings,
- b. Frames or framework,
- c. Lettering consequent upon the breakage of glass.

## Bharti AXA General Insurance Company Limited

### 3. Sum Insured:

Sum insured shall be on reinstatement value defined under Section I hereinabove.

### 4. Basis of indemnity:

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. Every item, if more than one, shall be separately subject to this clause.

### 5. Exclusions

The Company shall not be liable in respect of loss or damage due to:

- a. Breakage or damage during removal, alterations and/or repairs in or about the business premises.
- b. Disfiguration or scratching or damage of glass sanitary fittings other than the fracture extending through the entire thickness of glass, sanitary fittings.
- c. Breakage of glass, sanitary fittings which are not completely and securely fixed
- d. Damage consequent upon interruption or delay of business or other damage or injury arising from breakage of glass, sanitary fittings or during replacement thereof.
- e. Glass or sanitary fittings already damaged at the commencement of this Policy.

### 6. Excess:

Coverage under this Section is subject to an excess of 5% of the claim amount or Rs.500/- whichever is less, in respect of each and every claim for loss or damage admitted under the Policy.

## Section X - Neon Sign/Glow Sign/Hoarding

### 1. Coverage:

Neon sign and/or Glow sign and/or Hoarding belonging to the Insured and fixed at the Insured's business premises against loss or damage due to



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- a. accidental external means
- b. fire, lightning, external explosion
- c. theft of whole sign
- d. riot, strike, terrorism, malicious damage
- e. earthquake (fire and/or shock), subsidence and landslide (including rockslide) damage, flood, inundation, storm, tempest, typhoon, hurricane, tornado and cyclone.

### 2. Sum Insured:

Sum insured shall be on reinstatement value for Neon sign and Glow sign and market value in respect of Hoarding as defined under Section I hereinabove.

### 3. Basis of indemnity:

Basis of indemnity shall be on reinstatement value in respect of Neon sign/Glow sign and market value for Hoarding. If the Sum Insured is less than the reinstatement value / market value of the property at the time of loss, then the Insured shall be considered his own insurer for the difference between Sum Insured and the reinstatement value/market value and accordingly shall bear a rateable proportion of the damage. Every item, if more than one, shall be separately subject to this clause.

### 4. Exclusions:

The Company shall not be liable in respect of loss or damage due to:

- a. Fusing or burning out of any bulb and/or tubes arising from short circuiting or arcing or any other mechanical or electrical breakdown or faults
- b. the action of sun, rain, hail, flood, bad weather.

### 5. Excess:

Coverage under this Section is subject to an excess of 10 % of the claim amount or Rs. 1000/- whichever is less, in respect of each and every claim for loss or damage admitted under the Policy.

## Section XI - Legal Liability

### Sub-section XI A - Towards Employees:

#### 1. Definition:

## Bharti AXA General Insurance Company Limited

“**Injury**” means death, bodily injury, illness or disease of or to any person.

### 2. Coverage:

This Sub-section covers Insured's legal liability to employees under Fatal Accidents Act 1855 / Workmen's Compensation Act 1923 or any amendments thereto and in Common Law to pay compensation in respect of accidental death or injury sustained during the currency of the Policy arising out of and in the course of employment with the Insured's business in India as described in the Schedule. In addition to the compensation as stated above, the Company will also pay claimant's cost, fees, and expenses and defence costs incurred with its consent in defending a claim.

### 3. Exclusions

The Company shall not be liable for –

- a. Any interest and/or penalty imposed on the Insured on account of failure to comply with the requirements laid down under Workmen's Compensation Act 1923 and subsequent amendments thereto.
- b. The Insured's liability to employees of contractors to the Insured.
- c. Any liability of the Insured, which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.

### Sub-section XI B - Legal Liability towards Third Parties:

#### 1. Definitions:

- a. “**Accident**” means any fortuitous event or circumstance which is sudden, unexpected and unintentional including resultant continuous, intermittent or repeated exposure arising out of the same fortuitous event or circumstance.
- b. “**Damage**” means actual and/or physical damage to tangible property.
- c. “**Injury**” means death, bodily injury, illness or disease of or to any person.
- d. “**Period of Insurance**” means the period commencing from the retroactive date and terminating on the expiry date as mentioned in the Schedule.
- e. “**Policy period**” means the period commencing from effective date and hour and terminating at midnight on the expiry date as mentioned in the Schedule.

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- f. **“Pollution”** means pollution or contamination of the atmosphere or of any water, land or other tangible property.
- g. **“Premises”** shall be deemed to include pipelines running outside the premises for discharge of treated effluents at a disposal point situated within a distance one kilometer from the Insured’s business premises.
- h. **“Product”** means any tangible property after it has left the custody or control of the Insured, which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the Insured but shall not mean food and beverages supplied by or on behalf of the Insured primarily to the Insured’s employees as staff benefit.
- i. **“Retroactive Date”** means the date that will coincide with the date of commencement of the first Policy as long as the policy has been renewed without any break. When there is a break, the retroactive date shall commence from the date of renewal of the Policy.

### 2. Coverage:

This Sub-section covers Insured's legal liability (other than liability under the Public Liability Insurance Act, 1991 or any amendments thereto or any other statute based on the doctrine of liability or product or pollution liability) to pay compensation including claimant’s costs, fees and expenses anywhere in India, in accordance with Indian Law. The liability of the Company hereunder for damages inclusive of defence costs shall not exceed the limit of indemnity set out in the Schedule for Any One Act (AOA) in respect of any or all claims made against the Insured during the currency of this insurance.

The indemnity under this Sub-section only applies to claims arising out of accidents occurring in the Insured’s business premises during the period of insurance and first made in writing during the Policy period and not in respect of any claim arising out of or in connection with:

- a. Pollution howsoever caused
- b. Any product.

### 3. Excess:

The cover under this Sub-section is subject to an excess of 0.5 % of the limit of indemnity per any one accident, subject to a maximum of Rs 3,00,000/- and a minimum of Rs 2,000/-. The excess is

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applicable to both property damage claims and death/bodily injury claims inclusive of defence costs arising out of any one accident.

### 4. Exclusions

The Company shall not be liable for –

- a. Any compensation for death of or bodily injury to any member of Insured Person's family, partners, managerial staff, contractor's employees or damage to property belonging to or in the custody of or control of Insured or Insured Person's family, partner, directors, managerial staff, employees and contractor's employees.
- b. Liability assumed by agreement unless such liability would have attached to the Insured notwithstanding such agreement.
- c. Injury or damage caused by or resulting from anything sold, supplied, installed, erected, repaired, altered or treated and/or due to professional advice rendered by the Insured or by any person on behalf of the Insured other than the food or beverages sold or supplied by the Insured as a service to the employees or visitors for consumption in the business premises.
- d. Accidents, directly or indirectly, caused by, traceable to, arising out of the ownership, possession or the custody by or on behalf of Insured of animals, vehicles, aircrafts, ships, boats or crafts of any kind.
- e. Liability arising out of loss of pure financial nature such as loss of goodwill, loss of market etc.
- f. Liability arising out of all personal
  - i. Injuries such as libel, slander, false arrest, wrongful eviction and detention, deformation and mental injury arising or shock resulting therefrom.
  - ii. Infringement of plans, copyright, patent, trademark, registered design.
- g. Any fines, penalties, punitive or exemplary damages or any other resulting from the multiplication of compensatory damage.
- h.
  - i. damage to property owned, leased and hired or under hire purchase or on loan to the Insured or otherwise in the Insured's care, custody and control other than the premises (or the contents thereof) temporarily occupied by the Insured for work therein or other property temporarily in the Insured's possession for work therein (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.
  - ii. Employees and visitors clothing and personal effects.

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- i. Transportation of materials and/or hazardous/dangerous substances outside Insured's premises.
- j. Damages arising out of alterations, additions, repairs or decorations to the Insured's premises specified in the Schedule.

### Sub-section XIC – Food & Beverage's extension

(Applicable only if the Insured is a tenant of the building)

#### 1. Coverage:

Legal liability incurred by the Insured as a Tenant of the business premises on death or injury to any third party arising out of any food or beverages served / provided in the business premises.

#### 2. Basis of indemnity:

The total liability of the Company hereunder for damages inclusive of defence costs shall not exceed the limit of indemnity set out in the Schedule for Any One Act (AOA) in respect of any or all claims made against the Insured during the currency of this insurance.

### Sub-section XID – Tenant's Legal Liability

(Applicable only if the Insured is a tenant of the building)

#### 1. Coverage:

Legal liability incurred by the Insured as a tenant of the business premises for damage to the building/s due to fire and allied perils covered under Section I hereinabove.

#### 2. Basis of indemnity:

The total liability of the Company hereunder for damages inclusive of defence costs shall not exceed the limit of indemnity set out in the Schedule for Any One Act (AOA) in respect of any or all claims made against the Insured during the currency of this insurance.

(Exclusions applicable to Sub-section XIB shall also be applicable to Sub-sections XIC and XID)

## Section XII - Personal Accident

**Bharti AXA General Insurance Company Limited**

**1. Definition:**

“Insured Person” means and includes any proprietor, partner, principal officer or an employee in permanent employ of the Insured and between 18 and 70 years of age.

**2. Coverage**

- a. This Section provides for compensation to the Insured Person towards bodily injury solely and directly caused by accidental, violent, external and visible means resulting in death or disablement within 12(twelve) calendar months of occurrence of such injury.
- b. It also provides for reimbursement, in the event of the death of the Insured Person due to injury caused solely and directly by accidental, violent, external and visible means outside his/her residence, of the expenses incurred for transportation of Insured Person’s dead body to the place of residence subject to a maximum of Rs 2,500/-.
- c. It further provides for, in the event of death or permanent total disablement of the Insured Person caused solely and directly by accidental, violent, external and visible means, compensation towards Education Fund for dependent children as below:
  - i. If the Insured Person has one dependent child below the age of 23 years who is pursuing studies, an amount of Rs 5,000/-.
  - ii. If the Insured Person has two dependent children below the age of 23 years who are pursuing studies, an amount of Rs 10,000/-

Provided that the age limit of 23 years shall apply as on date of accident and not at the beginning of the Policy year.

- d. Upon payment of additional premium of 20%, the Policy can be extended to cover medical expenses up to 40% of the compensation payable in settlement of a valid claim under the Policy or 20% of the relevant Sum Insured whichever is less.

**3. Capital Sum Insured:**

The Capital Sum Insured (CSI) is the maximum liability of the Company under this Section.

**4. Basis of settlement:**

The Company shall pay to the Insured the sum or sums as set forth in the Table of Benefits below:

Table of Benefits	% of Capital Sum
-------------------	------------------

**Bharti AXA General Insurance Company Limited**

	Insured (CSI)
1. Death	100
2. Total and irrecoverable loss of	
i) Sight of both eyes or of the actual loss by physical separation of two entire hands or two entire feet or one entire hand and one entire foot or of such loss of sight of one eye and such loss of the one entire hand or one entire foot.	100
ii) Use of two hands or of two feet or of one hand and one foot or of such loss of sight of one eye and such loss of use of one hand or one foot.	100
3. Total and irrecoverable loss of	
i) the sight of one eye or the actual loss by physical separation of one entire hand or one entire foot.	50 %
ii) use of a hand or a foot without physical separation	50 %
<i>For the purpose of items 2 and 3 above, this shall mean separation at or above wrist and/or of the foot at or above ankle, respectively.</i>	
4. Total and irrecoverable loss of various parts as given below:	
Loss of toes - all	20%
Loss of toes great - both phalanges	5%
Loss of toes great - one phalanx	2%
Loss of toes other than great, if more than one toe lost: each	1%
Loss of hearing - both ears	75%
Loss of hearing - one ear	30%
Loss of four fingers and thumb of one hand	40%
Loss of four fingers	35%
Loss of thumb - both phalanges	25%
Loss of thumb – one phalanx	10%
Loss of index finger – three phalanges or two phalanges or one phalanx	10%
Loss of middle finger – three phalanges or two phalanges or one phalanx	6%
Loss of ring finger – three phalanges or two phalanges or one phalanx	5%
Loss of little finger – three phalanges or two phalanges or one phalanx	4%
Loss of metacarpals – first or second (additional) or third, fourth or fifth (additional)	3%
Any other permanent partial disablement	Percentage as assessed by a panel doctor of the Company

**Product Name: SmartPlan Business Advanatge (Sookshma Udyam) Package Policy. Product UIN:**

Registered and Corporate Office address: Bharti AXA General Insurance Company Limited, Unit No. 1902, 19th Floor, Parinee Crescenzo, 'G' Block, Bandra Kurla Complex, BKC Road, Near MCA Club, Bandra East, Mumbai – 400051. IRDAI Registration No. 139. CIN: U66030MH2007PLC351131. Telephone: +1800 103 2292. Website: www.bharti-axa.co.in., Email: customer.service@bharti-axa.com

**Bharti AXA General Insurance Company Limited**

<p>5. Permanent total and absolute disablement disabling the Insured Person from engaging in any employment or occupation of any description whatsoever.</p>	<p>100 %</p>
<p>6. Temporary Total Disablement</p> <p>If such injury shall be the sole and direct cause of temporary total disablement, then so long as the Insured Person shall be totally disabled from engaging in any employment or occupation of any description whatsoever, a sum at the rate of one percent (1%) of the Capital Sum Insured stated in the Schedule per week, but in any case not exceeding Rs. 5,000/- per week in all.</p> <p>Provided that compensation for temporary total disablement shall not be payable for more than 100 weeks in respect of any one injury calculated from the date of commencement of disablement and in no case shall exceed the Capital Sum Insured.</p>	

Notwithstanding anything contained in the Policy, the Company shall not be liable for compensation under more than one of the items (1) to (6) in clause 4 hereinabove, in the same period of disablement of the Insured Person.

**5. Exclusions**

Provided always that the Company shall not be liable for:

- a. Accidents due to mental disorders or disturbances of consciousness, strokes, fits or convulsions which affect the entire body and pathological disturbances caused by the mental reaction to the same.
- b. Damage to health caused by curative measures, radiation, infection, poisoning except where these arise from an accident.
- c. Any payment under this benefit whereby the Company's liability would exceed the sum payable in the event of death.
- d. Any other claim after a claim for death has been admitted by the Company and becomes payable.
- e. Any claim which arises out of an accident connected with the operation of an aircraft or which occurs during parachuting except when the Insured/Insured Person is flying as a passenger on a multi engine, commercial aircraft.
- f. Payment of compensation in respect of death, injury or disablement of the Insured/Insured Person from



### **Bharti AXA General Insurance Company Limited**

- i. intentional self-injury, suicide, or attempted suicide
  - ii. whilst under the influence of intoxication, liquor or drugs
  - iii. directly or indirectly, caused by venereal diseases, AIDS or insanity
  - iv. whilst engaging in aviation or ballooning, whilst mounting into dismounting from or travelling in any aircraft or balloon other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world
  - v. arising or resulting from the Insured/Insured Person committing any breach of law with or without any criminal intent.
- g. Death or disablement resulting, directly or indirectly, caused by, contributed to or aggravated or prolonged by childbirth or pregnancy or in consequence thereof, venereal disease or infirmity.
- h. Payment of compensation in respect of death, injury or disablement of the insured/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 detentions of all Kings, Princes and people of whatsoever nation, condition or quality.
- i. Payment of compensation in respect of, death of, or bodily injury or any disease or illness to the Insured/Insured Person, directly or indirectly, caused by or contributed by or arising from;
- i. Ionising, radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel and for the purposes hereof, combustion shall include any self-sustaining process of nuclear fission;
  - ii. Nuclear weapons material.

### **Section XIII – Baggage**

#### **6. Definitions:**

- a. “Baggage” means and includes
  - i. Goods for which an Insured Person is officially responsible to the Insured, the Insured Person’s personal articles and belongings necessary for undertaking the journey and articles or things acquired during the journey.
  - ii. Travelling Advance not exceeding Rs 10,000/-.
- b. “Insured Person” means and includes proprietor, partner, principal officer and an employee in the permanent employ of the Insured.

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- c. "Journey" means any trip undertaken in connection with official duties outside the city, town or municipal limits of the place where the Insured's business premises is situated.

### 7. Coverage:

The Company will indemnify the Insured and/or Insured Person for loss, destruction or damage of baggage accompanying the Insured or Insured Person whilst traveling anywhere in India by accident or misfortune provided that the liability of the Company in respect of the property so lost, destroyed or damaged shall be limited to its actual value at the time of happening of such loss but not exceeding in any one period of insurance the sum in respect of each of the several items specified in the Schedule.

### 8. Sum Insured:

The basis of valuation shall be on market value defined under Section I hereinabove.

### 9. Excess:

Coverage under this Section is subject to an excess of Rs 250/- in respect of each and every claim for loss or damage admitted under the Policy.

### 10. Exclusions:

The Company shall not be liable in respect of:-

- a. Damage due to confiscation or detention by Customs or any other public authority.
- b. Damage not reported to Police within 24 hours of discovery of loss and a report obtained.
- c. Damage due to cracking, scratching or breakage of lens or glass whether part of any equipment or otherwise or china, marble, gramophone records and other articles of a brittle or fragile nature unless such loss or damage arises from accident to a vessel, train, vehicle or aircraft by which such property is conveyed.
- d. Damage caused by moth, mildew, vermin or any process of cleaning, dyeing, repairing or restoring to which the property is subjected.
- e. Damage to any electrical machines, apparatus, fixtures or fittings (including wireless sets, radio, television sets and tape recorders) arising from overrunning, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity from whatever cause ( lightning included).

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- f. Theft from car except from car of fully enclosed saloon type having all the doors, windows and other openings securely locked.
- g. Damage whilst being conveyed by any carrier under contract of affreightment.
- h. Loss or damage of money, securities, manuscripts, deeds, bonds, bills of exchange, promissory notes, stock or share certificates, stamps, business books or documents, jewellery, watches, furs, precious metals, precious stones, gold and silver ornaments, travel tickets, cheques and bank drafts.
- i. Damage or destruction of articles of consumable nature.
- j. Loose articles such as sticks, straps, umbrellas, sunshades, fans, deck chairs, property in use on a voyage and/or journey or articles or clothes whilst being worn on the person or carried about.
- k. Damage or destruction caused by or arising from leakage, spilling or exploding of liquids, oils or materials of a like nature or articles of a dangerous or damaging nature.

#### **GENERAL CONDITIONS: (Applicable only to Sections II to XIII of this Policy)**

1. **STATUTORY COMPLIANCE:** The Insured shall comply with all statutory and other regulations. The Insured shall observe all manufacturers' instructions concerning:
  - a. the inspection of machinery, plant, equipment and apparatus,
  - b. the safety of persons or property.
2. **INDEMNITY:** The Company may at its option reinstate, replace or repair the property or premises lost or damaged or any part thereof instead of paying the amount of loss or damage or may join with any other insurer in so doing, but the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage not more than the sum insured thereon.
3. **REINSTATEMENT OF SUM INSURED (Applicable to Sections II, III, IV, V, VI, VII and VIII):** Immediately upon the happening of any loss or damage as described in the Policy, the total Sum Insured upon various descriptions of property which have been lost or damaged shall be reduced by the amount of loss or damage and such reduced sums insured shall be the limit of Company's

## Bharti AXA General Insurance Company Limited

liability in respect of any further loss or damage occurring during the current period of insurance unless the Company consents, upon receipt of additional premium to reinstate the full Sum Insured.

4. **AVERAGE:** If the property 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, in the Policy, shall be separately subject to this condition.
5. The Company agrees and undertakes to indemnify the Insured against any loss of or damage to property or any part thereof suffered by the Insured not exceeding the sum insured stated against each item or total Sum Insured stated in the Schedule, as the case may be, under this Policy provided the Company is bound and liable to indemnify the Insured in accordance with the terms and conditions of this Policy only and only if the Insured makes a demand or claim on the Company in writing within 12 (twelve) months of the occurrence of any event giving rise to a claim hereunder.

### 6. GENERAL EXCLUSIONS:

This Policy does not cover:

- a. loss or damage due to wear and tear, gradual deterioration or slowly developing flaws
- b. Loss or damage for which the manufacturer or supplier or repairer or transporter or any other third party is responsible either in law or under a contract.
- c. Loss of or damage caused by or due to action of any lawfully constituted authority or Government body
- d. loss or damage due to war and/or warlike perils, nuclear and/or atomic radiation
- e. Consequential loss of any kind
- f.

## 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

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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 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, or
- 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 to 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 an insured peril. You must answer all questions asked regarding Your claim truthfully and completely and submit all relevant 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.

**Bharti AXA General Insurance Company Limited**

**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 as follows:

Time for which Policy in force	Refund of premium
Number of days / months	Premium for the number of days / months to be retained as per the short period scale and remaining premium to refunded.

**Rates for Short Period Insurance**

SN	Policy Period		Premium Rate
1	For a period not exceeding	15 days	10% of Annual Rate
2	----- do -----	1 Month	15% of Annual Rate
3	----- do -----	2 Months	30% of Annual Rate
4	----- do -----	3 Months	40% of Annual Rate
5	----- do -----	4 Months	50% of Annual Rate
6	----- do -----	5 Months	60% of Annual Rate

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7	----- do -----	6 Months	70% of Annual Rate
8	----- do -----	7 Months	75% of Annual Rate
9	----- do -----	8 Months	80% of Annual Rate
10	----- do -----	9 Months	85% of Annual Rate
11	For a period exceeding	9 Months	Annual Rate

**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 on Your part.

**3. Automatic termination of the Policy:**

This Policy will automatically end in the following cases:

- a. **Destruction of any Insured Building:** This Policy will automatically end 7 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

## Bharti AXA General Insurance Company Limited

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 loss or physical damage occurs to any Insured Property due to an Insured Event, You must immediately give notice to Us of the loss or damage. This is necessary so that We can survey/investigate the loss or damage.

### **Claim Notification – Claims Multi media Model**

It is the endeavor of Bharti AXA General Insurance Company Limited to give multiple options to the Insured Person/Insured Person's representative to intimate a claim to the company.

The intimation can be given in following ways:

- Toll Free call Centre of the Insurance company ( 24\*7) – 1800-103-2292
- Login to the website of the Insurance Company and intimate the claim – <http://www.bharti-axagi.co.in/contact-us>
- Send an email to the Company – [customer.service@bharti-axa.com](mailto:customer.service@bharti-axa.com)
- Post/courier to the Company – Claims, Bharti AXA General Insurance Company Limited, Spectrum Tower, 3rd Floor, Chincholi Bunder Rd, Rajan Pada, Mindspace, Malad West, Mumbai, Maharashtra - 400064
- Direct contact our Company office but in writing - Bharti AXA General Insurance Company Limited, 19th Floor, Parinee Crescenzo, G-Block, Bandra Kurla Complex, Opposite MCA Club, Bandra (E), Mumbai - 400051

In all of the above, the intimation are directed to a central team for prompt and immediate action.



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- b. You can give notice to any of Our offices or call centers.
- 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,
  - i. You must not sell, give away or dispose of any damaged items of any property,
  - ii. You must not wash or clean, or remove any damaged item or debris, except for any urgent necessity, and
  - iii. 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

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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 claim which is false or fraudulent, or support a claim with any false or fraudulent statement or documents:

- i. We will not pay the claim,
- ii. We can cancel the Policy: in such a case, You will lose all benefits under this Policy and premium that You have paid,
- 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.

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### 8. Our rights relating to Insured Property

- i. We must investigate/survey to confirm 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 and inspect the Insured Property,
  - b. We will ask You to give to Us any items of the Contents of Your Premises, and hold it with Us for the purposes of examination, testing, or any other investigation, or
  - 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 the 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 covers

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, 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

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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 such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

### Clause J. Grievances

If You have a grievance about any matter relating to the Policy, or Our decision on any matter, or the claim, You can address Your grievance as follows:

#### 1. Our Grievance Redressal Officer

You can send Your grievance in writing by post or email to Our Grievance Redressal Officer at the following address:

#### GRIEVANCE REDERESSAL PROCEDURE

The Company is committed to extend the best possible services to its customers. However, If Policyholder/Insured Person have a grievance that he/she wish us to redress, he/she may contact the Company with the details of their grievance via:

- Website: [www.bharti-axagi.co.in](http://www.bharti-axagi.co.in)
- Email: [customer.service@bharti-axa.com](mailto:customer.service@bharti-axa.com)
- Phone: 1800-103-2292
- Courier: Any of the Company's Branch office or corporate office

Policyholder/Insured/ Insured Person may also approach the grievance cell at any of the Company's branches with the details of the grievance during working hours from Monday to Friday.

#### Escalation Level 1:-

In case the Policyholder/Insured/Insured Person has not got his/her grievances redressed through one of

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the above methods (After 5 days of intimating of your complaint), Policyholder/ Insured/ Insured Person may contact the National Grievance Redressal Officer at:

Write to: Bharti AXA General Insurance, Spectrum Towers, 3rd floor, Malad Link Road, Malad (west), Mumbai- 400064

Call: 1800-103-2292

Email: [NGRO@bharti.axa.com](mailto:NGRO@bharti.axa.com)

3rd floor, Spectrum Tower, Rajan Pada

Mindspace, Malad (W), Mumbai - 400 064

### Escalation Level 2:-

In case the Policyholder/ Insured/Insured Person has not got his/her grievances redressed through any of the above methods (After 5 days of approaching National Grievance Redressal Officer), Policyholder/ Insured/ Insured Person may contact the Chief Grievance Redressal Officer at:

Email: [CGRO@bharti.axa.com](mailto:CGRO@bharti.axa.com)

### Escalation Level 3:-

In case the Policyholder/ Insured/Insured Person has not got his/her grievances redressed by the Company within 14 days, or, If Policyholder/ Insured/Insured Person is not satisfied with Company's redressal of the grievance through one of the above methods, Policyholder/ Insured/ Insured Person may approach the nearest Insurance Ombudsman for resolution of their grievance. The contact details of Ombudsman offices are mentioned below. Policy holder may also obtain copy of IRDAI circular Ref No. F. No. IRDAI/Reg/8/145/2017, notification on Insurance Regulatory and Development Authority (Protection of Policy holders' interests) Regulations, 2017 from any of our offices.

## 2. Consumer Affairs Department of IRDAI

- In case it is not resolved within 15 days or if You are unhappy with the resolution You can approach the Grievance Redressal Cell of the Consumer Affairs Department of IRDAI by calling Toll Free Number 155255 (or) 1800 4254 732 or sending an email to [complaints@irdai.gov.in](mailto:complaints@irdai.gov.in). You can also make use of IRDAI's online portal - Integrated Grievance Management System (IGMS) by registering Your complaint at [igms.irda.gov.in](http://igms.irda.gov.in).
- You can send a letter to IRDAI with Your complaint on a Complaint Registration Form available by <https://www.policyholder.gov.in/Report.aspx#>. You must fill and send the Complaint Registration Form along with any documents by post or courier to General Manager, Insurance Regulatory and Development Authority of India (IRDAI), Consumer Affairs Department- Grievance Redressal Cell, Sy.No.115/1,Financial District, Nanakramguda, Gachibowli, Hyderabad-500032.
- You can visit the portal <http://www.policyholder.gov.in> for more details.

## 3. Insurance Ombudsman

**Product Name: SmartPlan Business Advanatge (Sookshma Udyam) Package Policy. Product UIN:**  
Registered and Corporate Office address: Bharti AXA General Insurance Company Limited, Unit No. 1902, 19th Floor, Parinee Crescenzo, 'G' Block, Bandra Kurla Complex, BKC Road, Near MCA Club, Bandra East, Mumbai – 400051. IRDAI Registration No. 139. CIN: U66030MH2007PLC351131. Telephone: +1800 103 2292. Website: [www.bharti-axa.co.in](http://www.bharti-axa.co.in), Email: [customer.service@bharti.axa.com](mailto:customer.service@bharti.axa.com)

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You can also approach the Insurance Ombudsman, depending on the nature of grievance and the financial implication, if any. Information about Insurance Ombudsmen, their jurisdiction and powers is available on the website of the Insurance Regulatory and Development Authority of India (IRDAI) at [www.irdai.gov.in](http://www.irdai.gov.in), or of the General Insurance Council at [www.generalinsurancecouncil.org.in](http://www.generalinsurancecouncil.org.in), the Consumer Education Website of the IRDAI at <http://www.policyholder.gov.in>, or from any of Our Offices.

Office Details	Jurisdiction of Office Union Territory, District)
<p><b>AHMEDABAD – Shri Kuldip Singh</b> Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@ecoi.co.in</p>	<p>Gujarat, Dadra &amp; Nagar Haveli, Daman and Diu.</p>
<p><b>BENGALURU - Smt. Neerja Shah</b> Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048/26652049 Email: bimalokpal.bengaluru@ecoi.co.in</p>	<p>Karnataka.</p>
<p><b>BHOPAL - Shri Guru Saran Shrivastava</b> Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201/2769202 Fax: 0755 – 2769203 Email: bimalokpal.bhopal@ecoi.co.in</p>	<p>Madhya Pradesh Chattisgarh.</p>
<p><b>BHUBANESHWAR – Shri Suresh Chandra Panda</b> Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel: 0674 – 2596461/2596455 Fax: 0674 – 2596429 Email: bimalokpal.bhubaneswar@ecoi.co.in</p>	<p>Orissa.</p>
<p><b>CHANDIGARH – Dr. Dinesh Kumar Verma</b> Office of the Insurance Ombudsman, S.C.O. No. 101, 102 &amp; 103, 2<sup>nd</sup> Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel: 0172 – 2706196/2706468 Fax: 0172 – 2708274 Email: bimalokpal.chandigarh@ecoi.co.in</p>	<p>Punjab, Haryana, Himachal Pradesh, Jammu &amp; Kashmir, Chandigarh.</p>

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<p><b>CHENNAI – Shri M. Vasantha Krishna</b> Office of the Insurance Ombudsman, Fatima Akhtar Court, 4<sup>th</sup> Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel: 044 – 24333668/24335284 Fax: 044 – 24333664 Email: bimalokpal.chennai@ecoi.co.in</p>	<p>Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).</p>
<p><b>DELHI – Shri Sudhir Krishna</b> Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel: 011 – 23232481/23213504 Email: bimalokpal.delhi@ecoi.co.in</p>	<p>Delhi.</p>
<p><b>GUWAHATI – Shri Kiriti B. Saha</b> Office of the Insurance Ombudsman, Jeevan Nivesh, 5<sup>th</sup> Floor, Nr. Panbazar over bridge, S. S. Road, Guwahati – 781001 (ASSAM). Tel: 0361 – 2632204/2602205 Email: bimalokpal.guwahati@ecoi.co.in</p>	<p>Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.</p>
<p><b>HYDERABAD - Shri I. Suresh Babu</b> Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 67504123 / 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@ecoi.co.in</p>	<p>Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.</p>
<p><b>JAIPUR - Smt. Sandhya Baliga</b> Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: Bimalokpal.jaipur@ecoi.co.in</p>	<p>Rajasthan.</p>
<p><b>ERNAKULAM - Ms. Poonam Bodra</b> Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@ecoi.co.in</p>	<p>Kerala, Lakshadweep, Mahe-a part of Pondicherry.</p>
<p><b>KOLKATA – Shri P.K. Rath</b> Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340</p>	<p>West Bengal, Sikkim, Andaman &amp; Nicobar Islands.</p>

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<p>Fax : 033 - 22124341 Email: bimalokpal.kolkata@ecoi.co.in</p>	
<p><b>LUCKNOW –Shri Justice Anil Kumar Srivastava</b> Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@ecoi.co.in</p>	<p>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.</p>
<p><b>MUMBAI - Shri Milind A. Kharat</b> Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@ecoi.co.in</p>	<p>Goa, Mumbai Metropolitan Region excluding Navi Mumbai &amp; Thane.</p>
<p><b>NOIDA – Shri Chandra Shekhar Prasad</b> Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P.-201301. Tel.: 0120-2514250 / 2514252 / 2514253 Email: bimalokpal.noida@ecoi.co.in</p>	<p>State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanoor, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.</p>
<p><b>PATNA – Shri N.K. Singh</b> Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@ecoi.co.in</p>	<p>Bihar, Jharkhand.</p>
<p><b>PUNE – Shri Vinay Sah</b> Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555</p>	<p>Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.</p>

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## Bharti AXA General Insurance Company Limited

Email: <a href="mailto:bimalokpal.pune@ecoi.co.in">bimalokpal.pune@ecoi.co.in</a>
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### Information about Us

The Bharti AXA General Insurance Company Limited

**Registered and Corporate Office address:** Bharti AXA General Insurance Company Limited, Unit No. 1902, 19th Floor, Parinee Crescenzo, 'G' Block, Bandra Kurla Complex, BKC Road, Near MCA Club, Bandra East, Mumbai – 400051.

**Website:** [www.bharti-axagi.co.in](http://www.bharti-axagi.co.in) **E-mail:** [customer.service@bharti-axa.com](mailto:customer.service@bharti-axa.com)

**Customer Service:** +1800 103 2292.