



## IFFCO - TOKIO GENERAL INSURANCE CO. LTD

Regd. Office: IFFCO SADAN,C1 Distt Centre,Saket,New Delhi- 110017

### Trade Protector Policy (Sookshma Udyam)

### Policy Schedule Cum Tax Invoice

### ORIGINAL FOR RECIPIENT

GST Applicable

UIN : IRDAN106RP0016V02200102



#### Servicing Office:

Office No 4 & 5, 3rd Floor,  
Aurangabad Business Center - East,  
Plot No D-5/1A, 1B & 1C,  
Chikalthana MIDC Aurangabad-431006  
State Code: 27, GSTIN: 27AAACI7573H1ZC  
SAC Code.....: 997139

Proposer:	SWASTIK BAJAJ		Tax Invoice No.....	: 47A48341
Address:	SHIVAJI CHOWK PARLI		Policy No.....	: 47A48341
	PARLI (RURAL) MAHARASHTRA 431515		Date of Issuance.....	17/09/2022
Country	India	GSTIN: 27AAMFM3514D1ZH	Policy effective from 0001 hrs 18/09/2022	
Phone Number:			To MidNight 17/09/2023	
State Code/Place of Supply: 27			Agent Details: A9000194 , JAINUINE INSURANCE BROKERS PVT LTD.	

Occupation	Motor vehicle showroom includi
Name Of Bank/Financial Institute	AXIS BANK LTD
Location	AT TAILOR LINE PARLI VAIJINATH PARLI BEED-431515

#### Co-Insurance Details

Name	Share %

#### Coverage Details

S.No	Section	Description	Sum Insured (INR)	Premium (Annual)
1	001	FIRE AND ALLIED PERILS	65,00,000	₹5,265.00
2	002	BURGLARY AND OTHER PERILS	50,00,000	₹3,750.00
3	03A	MONEY	10,00,000	₹3,240.00
4	03B	FIDELITY GUARANTEE	0	₹0.00
5	004	FIXED GLASS AND SANITARY FITTINGS	1,50,000	₹1,200.00
6	005	ELECTRONIC EQUIPMENTS	0	₹0.00
7	006	TV/PC/MOBILE/OR ALL RISK	0	₹0.00
8	07A	BREAKDOWN OF ELECTRICAL/MECHANICAL APPLIANCES	0	₹0.00
9	07B	DETERIORATION OF REFRGD GOODS	0	₹0.00
10	008	PA INDIVIDUAL	0	₹0.00
11	009	BUSINESS INTERRUPTION	0	₹0.00
12	010	BAGGAGE	0	₹0.00

Trade Protector Policy - Sookshma Udyam (UIN : IRDAN106RP0016V03200102 )  
Attaching to and forming part of Policy Number 47A48341

'Show Signature Properties'-->Click on 'Show signer's Certificate'-->Go to Tab 'Trust'-->Click on 'Add to  
Trusted Certificates'-->Click on 'OK'-->Click on 'Close'

13	11A	TRP-PUBLIC LIABILITY	1,00,000	₹240.00
14	11B	LIABILITY(EMPLOYEE)	0	₹0.00
15	11C	LIABILITY(TENANTS)	0	₹0.00
16	012	GOODS IN TRANSIT	0	₹0.00

**PREMIUM DETAILS**

Section Premium	Terrorism Premium
₹13695.00	₹975.00

	Taxable Value	CGST	SGST/UTGST	IGST	CESS
Rate		9.00	9.00	0.00	0.00
Amount	₹14670.00	₹1320.30	₹1320.30	₹0.00	₹0.00
Total Tax		₹2640.6	Total Value		₹17310.6

**Whether GST is Payable on Reverse Charge Basis - No**

**We hereby declare that though our aggregate turnover in any preceding financial year from 2017-18 onwards is more than the aggregate turnover notified under sub-rule (4) of rule 48, we are not required to prepare an invoice in terms of the provisions of the said sub-rule.**

Exclusion: Losses or damages caused directly or indirectly due to any infectious or contagious disease, pandemic /epidemics as declared by WHO and / or Government of India will be an exclusion under this policy.

In witness whereof, the undersigned being duly authorized has hereunto set his/her hand on this policy on Date 18/09/2022 at gurgaon.

Service Tax No : AAACI7573HST001

Corporate Identity No (CIN) U74899DL2000PLC107621

Policy Issuing Office: Delhi

Consolidated Stamp Duty deposited as per the order of Government of National Capital Territory of Delhi

Coverage under this policy include the risk of terrorism damage as per printed clause attached for Fire and Allied Perils, Electronic Equipment & Business Interruption Sections(as applicable) under the policy. For all other Sections of the Policy, Terrorism Damage Cover is Excluded.

This is to certify that SWASTIK BAJAJ has paid Rs. 17310.6 towards Premium for Trade Protector Insurance under Policy No 47A48341 for the period from 18/09/2022 to 17/09/2023 .

Dated:- 18/09/2022

Trade Protector Policy - Sookshma Udyam (UIN : IRDAN106RP0016V03200102 )  
Attaching to and forming part of Policy Number 47A48341

'Show Signature Properties'-->Click on 'Show signer's Certificate'-->Go to Tab 'Trust'-->Click on 'Add to Trusted Certificates'-->Click on 'OK'-->Click on 'Close'

**SECTION 001: FIRE AND ALLIED PERILS**

Location: 1 AT TAILOR LINE PARLI VAJINATH PARLI BEED-431515,

STOCK IN TRADE Sum Insured...: 35,00,000

FURNITURE FIXTURE &amp; FITTING Sum Insured...: 15,00,000

BUILDING Sum Insured...: 15,00,000

**The Excess applicable to each Section is specified below, unless anything otherwise mentioned in policy schedule.**

Section	Risk Cover	Sum Insured	Excess
1	Fire		Rs. 5000; Terrorism Excess: 1% of Claim Amount subject to minimum of Rs. 25000/- each & every claim
2	Burglary	<=5 Crores	2.5% of the claim amount subject to a minimum of Rs 5000/- each & every claim
3A	Money		5% of claim amount subject to a minimum of Rs. 1,000/- each and every claim
3B	FG		5% of claim amount subject to min of Rs 10,000/- on each and every claim
4	Fixed Glass		5% of claim amount subject to minimum of Rs 500/- each & every claim
5	EEI		
	Personal Computer		5% of the claim amount subject to minimum of Rs.2500/- each & every claim
	Any Other Equipment		As per TAC tariff
6	Television		Rs 500/- or 5% of the claim amount whichever is higher
	Mobiles/Electronic Dairies		10% of Claim amount subject to a min Rs 250/- each & every claim
	Portable Computer		10% of Claim amount subject to a min Rs 2500/- each & every claim
	Hoarding		5% of claim amount subject to min of Rs 1000/- each & every claim
	Neon Sign		5% of claim amount subject to min of Rs 500/- each & every claim
7	MBD		1% of SI of each machine or Rs 2500 whichever is higher
	DOS		First Rs 1000/- or 5% of claim whichever is higher
10	Baggage		First Rs 500 for each and every claim
11	PL		0.25% of the limit of liability subject to a minimum of Rs 1000/- each & every claim
12	Good In Transit		Rs 1000/- or 5% of the claim amount whichever is higher for each and every claim

Exclusion: Losses or damages caused directly or indirectly due to any infectious or contagious disease, pandemic /epidemics as declared by WHO and / or Government of India will be an exclusion under this policy.

In witness whereof, the undersigned being duly authorized has hereunto set his/her hand on this policy on Date **\$\$\$Commdate\$\$\$** at gurgaon.

Service Tax No : AAACI7573HST001

Corporate Identity No (CIN) U74899DL2000PLC107621

Policy Issuing Office: Delhi

Consolidated Stamp Duty deposited as per the order of Government of National Capital Territory of Delhi

Coverage under this policy **\$\$\$TERVALO\$\$\$** the risk of terrorism damage as per printed clause attached for Fire and Allied Perils, Electronic Equipment & Business Interruption Sections(as applicable) under the policy. For all other Sections of the Policy, Terrorism Damage Cover is Excluded.

This is to certify that **\$\$\$longsur\$\$\$ \$\$\$longgiven\$\$\$** has paid Rs. **\$\$\$TOTALPREMIUM\$\$\$** towards Premium for Trade Protector Insurance under Policy No **\$\$\$CHDRNO\$\$\$** for the period from **\$\$\$Commdate\$\$\$** to **\$\$\$Expdate\$\$\$**.

Dated:- **Commdate**

SECTION : 002 Burglary House Breaking Perils

Discount Applicable

Trade Protector Policy - Sookshma Udyam (UIN : IRDAN106RP0016V03200102 )  
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Stock In Trade Sum Insured: 3,500,000 Premium: 2,625.00

Workshop

Customers vehicles stock in held in Trust 5 lac

Sum Insured Rs. 5,00,000/- (5 lakhs)

-

Showroom

-

Stock in Trade (New Vehicles 30 Lakhs)

Sum Insured Rs. 30,00,000/- (30 Lakhs) Showroom

-

Excess:-

Burglary: 1% of the claim amount subject to a minimum of Rs

2500/-

Theft :1% of the claim amount subject to a minimum of Rs

5000

.....

Business,Furniture,Electricals Sum Insured: 1,500,000 Premium: 1,125.00

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Burglary: 1% of the claim amount subject to a minimum of Rs

2500/-

Theft: 1% of the claim amount subject to a minimum of Rs

5000/-

.....

Total Premium: 3,750.00

SECTION : 03A Money

Discount Applicable

MIT From or To Premises Sum Insured: 500,000 Premium: 1,620.00

Money in direct transit from showroom to home or vice

versa 5 Lakhs

1. transit up-to Rs5 lakh can be moved in public transport

2. Rs 5 Lakhs to Rs 20 Lakhs >pvt./hired vehicle

3. Rs 20 Lakhs to 50 lakhs> two employees in pvt./hired

vehicle

4. Above Rs 50Lakhs > armed guard

Excess: 5% of claim amount subject to a minimum of Rs.

1,000/- each and every claim

.....

Money in premises (Busn Hours)                      Sum Insured:                      500,000    Premium:                      1,620.00

-  
Money in premises during business hours at the showroom  
cash counter- Rs. 4,00,000/- (4 Lakhs) and workshop cash  
counter Rs. 1,00,000/- (1 lakhs)  
Excess:  
5% of claim amount subject to a minimum of Rs. 1,000/- each  
and every claim  
.....

Total Premium:                      3,240.00

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SECTION : 004 Fixed Glass and Sanitary Ftg.

Discount Applicable

Fixed Glass    Sum Insured:                      150,000    Premium:                      1,200.00

toughened glass and glass doors @ showroom 10\*12 FEET QTY  
3  
Sum Insured Rs. 1,50,000/- (1.50 lakhs)  
-  
Excess :  
5% of claim amount subject to minimum of Rs 500  
.....

Total Premium:                      1,200.00

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SECTION : 11A TRP - PUBLIC LIABILITY

Discount Applicable

Occupation :    SR34                      Motor vehicle showroom includi

Any One Accident(AOA)    Sum Insured:                      100,000    Premium:                      240.00

Total Premium:                      240.00

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PREAMBLE-

This Policy is evidence of the contract between You and Us. The Proposal along with any written statement of Yours for purpose of this Policy forms part of this contract.

This Policy witnesses that in consideration of Your having paid the premium, We will insure Your interest under the Sections specified as operative in the Schedule during the Policy Period and accordingly We will indemnify You in respect of events occurring during the Period of Insurance in the manner and to the extent set

forth in the Policy, provided that all the terms, conditions and exceptions of this Policy in so far as they relate to anything to be done or complied with by You have been met.

The Schedule shall form part of this Policy and the term Policy whenever used shall be read as including the Schedule.

Any word or expression to which a specific meaning has been attached in any part of this Policy or of Schedule shall bear such meaning wherever it may appear.

Your Policy is based on information, which You have given Us and the truth of these information shall be condition precedent to Your right to recover under this Policy.

To whom this Policy is issued and what it covers: (Applicable to Section1)

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.

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.

**SPECIAL MEANING 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.

**1. Proposal:**

It means any signed Proposal by filling up the questionnaires and declarations, written statements and any information in addition thereto supplied to Us by You or on Your behalf.

**2. Policy:**

It means the Policy booklet, the Schedule and any applicable endorsement or memoranda. Your Policy contains the details of the extent of the cover available to You, what is excluded from the cover and the conditions, warranties, provisions on which the Policy is issued.

**3. Policy Schedule:**

It means the latest Schedule issued by Us as part of Your Policy. It provides details of Sections of Your Policy, which are in force, and the level of cover You have.

A revised Schedule will be sent at each renewal and whenever You request for a change in the cover. The Policy Schedule: The Policy Schedule is an important document about Your insurance cover. It shows:

i. Your personal details,

ii. the Policy Period,

iii. the description of Your Insured Property,

iv. the total Sum Insured, the Sum Insured for each cover, or for each block, set or category of Insured Property, and its limits and sub-limits for each and every location,

v. the insurance covers You have purchased,

vi. the premium You have paid for these insurance covers,

vii. add-on covers opted by You,

viii. other important and relevant aspects and information.

**4. Sum Insured:**

The amount shown as Sum Insured in the Policy Schedule. It represents Our maximum liability for each cover or part of cover and for each loss, as applicable.

**5. We/Our/Us:**

The IFFCO-Tokio General Insurance Company that has provided Insurance Cover under this Policy; of the Company.

**6. You/Your/ Insured:**

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

7. Exclusion:

It means the damages/perils/properties/contingencies which are not covered under the Policy and for which we have no liability in the event of claim occurrence.

8. Currency of the Policy:

It means (for consideration of any claim) currency of that Section or Subsection or part of Section to which claim relates.

9. Market Value:

It means new Replacement/Reinstatement Value minus depreciation reckoned as on the date of loss

10. Damage/Damaged:

It means loss or damage of the insured property.

11. Excess:

It means the first part of any claim for which You are responsible. Sum Insured/Limit will apply after the Excess has been deducted.

It is the amount that You must bear in each and every claim before We become liable to pay.

12. Family:

It means Your spouse, children, parents, and other relatives normally living with You.

13. Money:

It means 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

14. Personal Effects:

It means articles worn, used or carried about by You or Your Family in every day life.

15. Geographical Limit: It means within Indian territory, unless otherwise specified.

16. Policy Period:

It 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 this Policy, whichever is earlier

Cancellation and termination of Policy

1. Cancellation by You at any time (Applicable to Section 1)

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

15 days- 90%

1 months- 85%

2 months -70%

3 months -60%

4 months -50%

5 months -40%

6 months -30%

7 months -25%

8 months -20%

9 months -15%

Exceeding 9 months- No refund

2. Cancellation by Us

We will not cancel the Policy during the policy period except on the grounds of misrepresentation, 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 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.

17. Period of Insurance:

It means the period commencing from the retroactive date and terminating on expiry date as shown in the Schedule.

18. Additional Benefits:

It means coverages which are granted to You apart from the main covers under the Section for which no additional premium is required to be paid by You.

19. Extensions:

It means optional coverages which are available to You apart from the main covers and Additional Benefits under the Section which You can chose to take on payment of necessary additional premium.

20. Agreed Value:

It means an amount agreed between You and Us at the Policy Commencement Date for items the value of which cannot be ascertained.

21. Bank:

It means A bank or any financial institution

22. Building: (Applicable to Section 1)

It means 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.(Plinth & Foundation showing in the Policy schedule.

23. Business: (Applicable to Section1)

Your commercial enterprise, trade or profession as shown in the Policy Schedule.

24. Commencement Date:

It is the date and time from which the insurance cover under this Policy begins. It is shown in the Policy Schedule.

25. Contents: (Applicable to Section1)

Those articles or things in Your Premises that are not permanently attached or fixed to the structure of Your Premises.

26. Endorsement:

A written amendment to the Policy that We make (additions, deletions, modifications, exclusions, or conditions of an insurance policy) which may change the terms or scope of the original policy.

27. Insurable Assets:( Applicable to Section1)

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.

28. Insured Property:( Applicable to Section1)

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.

29. Kutcha Construction: (Applicable to Section1)

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.

30. Partial Loss:

Any loss other than Total Loss.

31. Plant and Machinery: (Applicable to Section1)

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.

32. Premium:

The premium is the amount You pay Us for this insurance. The Policy Schedule shows the amount of premium for the Policy Period and all other taxes and levies.

33. Pucca Construction: (Applicable to Section1)

Construction other than Kutcha Construction.

34. Reinstatement/Replacement: (Applicable to Section1)

Reinstatement/Replacement is defined as:

- i. the reconstruction of buildings or replacement of other property lost or destroyed.
- ii. the repair or partial replacement of property damaged.

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.

35. Reinstatement/Replacement Value: (Applicable to Section1)

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.

36. Stocks: (Applicable to Section1)

Any stock of goods or merchandise.

It may be:

- i. Finished goods, semi-finished goods, stock in process, stock invoiced and ready for dispatch,
- ii. Raw materials, packing materials, or
- iii. Stock held in trust for which You are responsible.
- iv. Stock in Open in the Insured Premises

37. Total Loss:

A situation where the Insured Property or item is completely destroyed, lost, or damaged beyond retrieval or repair, or the cost of repairing it is more than the Sum Insured of that item or in total.

38. Your Premises:

The premises in which You carry on Business that is occupied by You for the purposes of Business declared to Us and is reflected in the Policy Schedule.

GENERAL CONDITIONS

(These apply to the whole Policy)

1. Reasonable Precaution and Care of Property:

You shall take all reasonable precautions for safety and soundness of insured property and to prevent the injury, illness, diseases or damage in order to minimise claims. You must comply with manufacturer's recommended actions for inspection and maintenance and shall comply with all statutory requirements or other regulations and will employ only competent employees.

2. Notice:

You will give every notice and communication in writing to Our office through which this insurance is effected.

3. Misdescription:

This Policy shall be void and all premium paid by You to Us shall be forfeited in the event of misrepresentation, misdescription or concealment / non disclosure of any material information.

4. Changes in Circumstances:

You must inform Us, as soon as reasonably possible, of any change in information You have provided to Us about Yourself, Your business and/or Your premises, partners, directors, employees which may affect the insurance cover provided e.g. change of address, period of un-occupancy in the building insured or containing the insured property for period of more than 30 days etc. You must also notify Us about any alteration made or change in information as described aforesaid whereby risk of damage or injury is increased. In case of such alteration or changes made and not accepted by Us in writing, all covers under this Policy shall cease.

5. Claim Procedure and Requirements:

An event, which might become a claim under the Policy, must be reported to Us as soon as possible. A written statement of the claim will be required and a Claim Form will be provided. This written statement of claim alongwith supporting documentation (estimates, vouchers, invoices, proof, investigation reports and like) prepared at Your expense along with particulars of other insurances covering the same risks must be delivered to Us within 15 days of date of Damage.

The Police must be informed of any theft, attempted theft or damage caused by rioters, strikers, malicious persons or vandals or of any other criminal act. You shall also take practicable steps to apprehend the guilty person and recover the property lost.

If any person is claiming against You or Your partner, directors or employees, every letter, claim, writ, summon, process information or any verbal notice of claim shall be forwarded to Us without delay. You or any person on Your behalf must not attempt to negotiate any claim nor admit or repudiate any claim without Our consent. You shall give all possible assistance to enable Us to settle or resist any claim or to institute proceedings.

In the event of a claim under Personal Accident Section, You or Your personal representative must give immediate written notice within 14(fourteen) days of occurrence of injury / death. All certificates, information and evidences from a Medical Attendant or otherwise required by Us shall be furnished by You or Your personal representative/assignee in the manner and form as we may prescribe. In such claims, You will allow Our medical representative to carry out examination if and when we may reasonably require.

## 6. Claim Control

### I. We are entitled to:-

- a) Enter any building where Damage has occurred and take possession of the building or any property of the building and deal with salvage, but this does not mean that property can be abandoned to Us.
- b) Keep possession of any such property and examine, sort, arrange, remove or sell any such property or dispose of the same for Your account or deal with the same.
- c) Receive all necessary information, proof of Damage and assistance from You and any other person seeking benefit under this Policy.
- d) Take over and conduct in Your name or any person seeking benefit under this Policy, defence or settlement of any claim.
- e) Take proceedings at Our own expenses and for Our own benefit, but in Your name or name of any other person who is claiming or has received benefit, to recover any payment made or due under this Policy.

II. No admission offer, payment or indemnity shall be made or given by You or on Your behalf without Our written consent.

### 7. Fraud:

If a claim is fraudulent on account of fraudulent means or actions used by You or Your partners, directors or employees, all benefits and rights under the Policy shall be forfeited.

### 8. Contribution Clause

If, when any claim arises, there is any other insurance covering the same matter (property, interest, liability, cost), We will pay only rateable proportion. This condition does not apply to Personal Accident, Section 8.

### 9. Cancellation:

We may cancel this Policy by sending 15 days notice in writing by Regd.A.D. to You at Your last known address. You will then be entitled to a pro-rata refund of premium for unexpired period of this Policy from the date of cancellation, which we are liable to repay on demand.

You may cancel this Policy by sending 15 days written Notice to Us. We will then allow a refund after retaining the premium based on the following table  
Short Period.

Period of Cover upto |Annual Premium Rate to be retained

15 day- 10%

1 months- 15%

2 months -30%

3 months- 40%

4 months- 50%

5 months- 60%

6 months- 70%

7 months- 75%

8 months- 80%

9 months- 85%

Exceeding 9 months- 100%

The refund of premium is subject to the condition that no claim has been preferred on Us.

### . 10. 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.

### Disclaimer Clause:

If We shall disclaim Our liability in any claim, and such claim shall not have been made subject matter of suit in a court of law within 12 months from the date of

disclaimer, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable under this Policy.

11. Reinstatement of Sum Insured:

The Sum(s) Insured under Section-1 (Fire and Allied Perils), Section 2 (Burglary and Other Perils), Section 3 A(Money), Section 4 (Fixed Glass and Sanitary Fittings), Section 5 (Electronic Equipment), Section 6A (Television/Video Equipment),Section 6 B(Portable Computer, Mobile Phones & Electronic Diary), Section 6C (All Risk ),Section 7A (Electrical/Mechanical Appliances) and Section 7B (Deterioration of Refrigerated Stock), Section 9 (Business Interruption) and Section 12(Goods in Transit) shall not be reduced by the amount of any Damage, but pro-rata premium on the amount of Damage from the date of occurrence of Damage to expiry of Policy Period shall be payable by You. The additional premium referred herein above shall be deducted from the net claim amount payable under the Policy.

Notwithstanding what is stated above, the Sum Insured shall stand reduced by the amount of Damage in case You immediately on occurrence of the Damage exercise Your option not to reinstate the Sum Insured as above.

12. No sum payable under this Policy shall carry any interest/penalty.

13. The Geographical Limit of this Policy will be India except for Section 6B (Portable Computers, Mobile Phone, Electronic Diary), Section 8 (Personal Accident) and Section 10 (Baggage) where Geographical Limit will be worldwide. However all claims shall be settled in India in Indian Rupees. The provision of this Policy shall be governed by the laws of India for the time being in force. The parties hereto unconditionally subject to the jurisdiction of the courts in India.

WARRANTIES

It is warranted:

1. That Our liability in respect of any item specified in the Schedule including any additional costs and expenses payable in connection with that item (unless specifically expressed as being payable in addition to the Sum Insured) shall not exceed the Sum Insured set against such item or in the whole the total Sum Insured or such other sum(s) as may be substituted for it by endorsement signed by on Our behalf.
2. That whenever Your premises are closed to business or left unattended, all doors and windows shall be properly secured and all keys for main doors of offices shall be removed from the premises. Further, the keys of safe would be securely placed in a place other than where safe is located. It is provided that breach of this warranty shall not be a bar to any claim for loss or damage caused other than by theft, burglary etc.
3. That the building(s) containing Your premises are:
  - a) maintained in a good and substantial state of repair.
  - b) occupied by You for sale-purchase activity or providing services but not as manufacturing units, godowns or warehouses.

GENERAL EXCLUSIONS

(What is not covered by the whole Policy)

We will not pay for

1. War Risk

Damage as a consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalisation, civil commotion loot or pillage in connection therewith.

2. Confiscation

Any Damage due to confiscation, commandeering, requisition or destruction by order of any government, or lawfully constituted authority.

3. Nuclear Risk

Any Damage to property, consequential loss, legal liability or bodily injury, illness, disease directly or indirectly caused by or contributed to by or arising from.

- a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- b) The radioactive, toxic, explosive or the hazardous properties of any nuclear assembly or nuclear component.

4. Wear and Tear:

Depreciation and Damage caused by wear and tear or gradual deterioration.

5. Consequential Loss:

Consequential loss of any kind or description including any reduction of Market Value beyond the cost of repair or replacement. However this Exclusion will not

apply to Section 9 (Business Interruption).

6. Existing Damage:

Any damage, injury, accident, disease or illness occurring before cover commences.

7. Matching of Items:

The cost of repair or replacement of any undamaged or unbroken items or part of item forming part of a set, suits or other articles of uniform nature, colour or design (including area of carpet) when damage or breakage occurs within a clearly identifiable area or to a specific part and replacement cannot be matched.

SECTION 1

FIRE AND ALLIED PERILS

PROPERTY INSURED:

PART A CONTENTS :- As defined under serial no.25 of Special Meaning of Words

Other Contents -

Item 1: Stock in Trade:

Stock in trade belonging to You and goods in trust for which You are responsible.

Item 2: Business and Office furniture:

Business and office furniture, fixtures, fittings, safes, office machinery and electrical & mechanical appliances, electronic equipment (if not covered in the respective Section) belonging to You or for which You are responsible.

Item 3: Interior Decoration

Interior decorations, improvements, shop fronts and that portion of the structure of the Building belonging to You or for which You are responsible.

Item 4: All other Contents:

All other contents belonging to You or for which You are responsible which

includes:

- a) Telephone, gas and electric meters.
- b) Any other items specified in the Schedule.
- c) Money for an amount not exceeding â,150,000 (Rupees Fifty Thousand) during the policy period.
- d) 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 â,150,000 (Rupees Fifty Thousand) during the policy period
- e) 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 exceedingâ,15 Lakh ( Rupees Five Lakh) during the policy period.
- f) Employeesâ€™, Directorsâ€™, visitorsâ€™ personal effects of every description (other than motor vehicles) for an amount not exceeding â,15,000 (Rupees Fifteen Thousand) per person for a maximum of 20 (twenty) persons during the policy period.

PART B BUILDING: As defined under serial no.22 of Special Meaning of Words

COVER:

In the event of Damage directly caused by insured perils subject to its not being otherwise excluded hereafter, We will indemnify You against such Damage to property insured at the premises.

Clause 1. Insured Events

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

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

Column A

We cover physical 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.

2. Explosion or Implosion

3. Lightning

4. Earthquake, volcanic eruption, or other convulsions of nature

5. Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado,  
Tsunami, Flood and Inundation,

6. Subsidence of the land on which  
Your Premises stand, Landslide,  
Rockslide

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.) We cover physical loss or damage, or destruction caused to the Insured Property by

9. Missile testing operations

10. Riot, Strikes, Malicious Damages

11. Acts of terrorism  
(Coverage as per Terrorism Clause attached.)

12. Bursting or overflowing of water tanks, apparatus and pipes,

13. Leakage from automatic sprinkler installations.

14. Theft within 7 (seven) days from the occurrence of and proximately caused by any of the above Insured Events

Column B

We do not cover loss or damage, or destruction caused to the Insured Property by  
caused by

a. its undergoing any heating or drying process, or

b. burning of Insured Property by order of any Public Authority.

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.

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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.

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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.

We do not cover loss or damage, or destruction caused to the Insured Property by

-

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.

Exclusions as per Terrorism Clause attached.

-

- a. repairs or alterations in the Building in which Your Business is located,
- b. repairs, removal or extension of any sprinkler installation, or
- c. defects in the construction known to You.

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 2. 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 1 of this Policy and subject to the exclusions stated in Clause 3 of this Policy subject to all terms and conditions of this Policy. We also give Inbuilt Covers without charging additional premium which are stated in Clause 2 (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 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, the insurance cover will, at all times, be maintained during the Policy Period to the full extent of the respective Sums Insured. This means that after We have paid for any loss, the policy shall be restored to the full original amount of Sum Insured. You must pay to Us proportionate premium for the unexpired Policy Period from the date of loss. We can also deduct this premium from the net claim that We must pay You.

Notwithstanding the above, the Sum Insured shall stand reduced by the amount of loss in case You, immediately on occurrence of 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 5 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 â,150,000 (Rupees Fifty Thousand) during the policy period.

b. Deeds, manuscripts and business books, plans, drawings, securities, obligations or documents of any kind, but only for the cost of the materials and clerical labour expended in reproducing such records for an amount not exceeding â,150,000 (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 exceedingâ,15 Lakh ( Rupees Five Lakh) during the policy period.

d. Employeesâ€™, Directorsâ€™, visitorsâ€™ personal effects of every description (other than motor vehicles) for an amount not exceeding â,115,000 (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 â,1 Lakh (Rupees One Lakh) during the policy period.

#### 4.6. Professional fees:

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

i. The fees are paid for preparing plans, specification tenders and quantities, and services in connection with the superintendence of the reinstatement of the Insured Building, Machinery, Accessories or Equipment;

ii. The maximum We pay is 5 % of the claim amount;

iii. We do not cover fees or costs for preparing any claim or estimate of loss or damage by the Insured Perils.

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

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

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

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

i. You must commence the repairs, or reconstruction or reinstatement of the Insured Property, within a reasonable time after the date of damage or destruction.

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

ii. If Our Liability is reduced under any term or condition of this Policy, Our liability under this extension will also be proportionately reduced.

iii. All other terms and conditions of this Policy will apply to this extension.

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



v. These costs will not include

a. the costs incurred for complying with such regulations,

- for destruction or damage occurring before Commencement Date,

- for destruction or damage not insured under this Policy,

- under which You have received notice before the destruction or damage occurred.

b. any additional cost required to repair or reconstruct the Insured Property to a condition equal to its condition when new, had the need to comply with the regulation not arisen.

c. the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the Insured Property or by the owner thereof by reason of compliance with any of the aforesaid regulations or bye-laws.

Clause 3. 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 ₹ 5,000 (Rupees Five Thousand) for each and every loss suffered by You under the terms of this policy.

ii. For terrorism risk the Excess shall be as per the clause attached to this policy.

2. Your deliberate, wilful or intentional act or omission, or of anyone on Your behalf, or with Your connivance.

3. Loss, damage or destruction to any electrical/electronic machine, apparatus, fixture, or fitting by over-running, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity from whatever cause (lightning included). This exclusion applies only to the particular machine so lost, damaged or destroyed. However, any ensuing loss or damage to other insured property due to operation of an insured peril is covered.

4. Loss, destruction or damage to the stocks in cold storage premises caused by change of temperature.

5. Loss, or damage by spoilage resulting from the retardation or interruption or cessation of any process or operation caused by operation of any of the Insured Events

6. Your Premises or any Insured Building remaining continuously unoccupied for a period of more than 30 days, unless You have obtained prior written approval from Us and such approval is recorded as an endorsement on the Policy.

7. 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.

8. 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.

9. Loss of any Insured Property which is missing or has been mislaid, or its disappearance cannot be linked to any single identifiable Insured Event.

10. 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 2 (4.3) of this Policy -.

11. Any reduction in market value of any Insured Property after its repair or reinstatement.

12. 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.

13. 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.

14. Costs, fees or expenses for preparing any claim.

Clause 4 . What We Pay

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

1. Partial Loss:

i. If any Insured Property is a Partial Loss, We will reimburse to You the cost of repairs to the extent required to bring that Property to a condition substantially the

same as, but not superior, better or more extensive than its condition if it were new on the date it was damaged.

ii. If any Insured Stock is a Partial Loss We will pay You to the extent of the loss of such Partial Loss.

2. If Building or Plant and Machinery or Furniture, Fixture, Fittings is a Total Loss, We will pay You for

i. The Reinstatement/Replacement Value of the Building or Plant and

Machinery or Furniture, Fixture, Fittings.

ii. Reconstruction of the new building on the same site, or another site. If You reconstruct the new Building or Reinstatement the Plant and Machinery or Furniture, Fixture, Fittings on another site We will not pay You more than what We would pay to reconstruct or replace on the same site.

iii. Reinstatement using standard material readily available and in common use for similar type of Building.

3. If the Stock is a Total Loss, We will pay You as follows:

i. landed cost at Your Premises for Stock of raw materials,

ii. total manufacturing cost for Stock of finished goods,

iii. the input value of Stock in process at the time 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 2 (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 5 of this Policy.

Clause 5. 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 5 (3) of this Policy, it amounts to underinsurance, and will reduce proportionate to the difference from the amount that We will pay for Your claim.

2. Every item of Insured Property is subject to this condition separately.

3. Under this Trade Protector Insurance 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.

SPECIAL CONDITION

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

Provided such a fall or displacement is not caused by insured perils, Damage which is covered by this Policy or would be covered if such building, range of

buildings or structure were insured under this Policy.

However, We may agree to continue the insurance subject to revised rates, terms and conditions provided that we have been given express notice within 7 (seven) days of such fall or displacement of the building.

2. The insurance under this Section does not cover any Damage to the property which at the time of happening of such Damage, is insured by or would, but for the existence of this Policy be insured by a Marine Policy, except in respect of any excess beyond the amount which would have been payable under the Marine Policy or Policies had this insurance not been effected.

## SECTION 2

### BURGLARY AND OTHER PERILS

#### Property Insured

It shall mean the same properties described under Part A(Contents) and Part B(Building) under Section 1 (Fire and Allied Perils).

#### Cover

In the event of Damage directly caused by insured perils listed below subject to its not otherwise being excluded hereafter, we will indemnify you against such Damage to property insured at the insured premises.

#### Insured Perils

- i) Theft or attempted theft involving violent and forcible entry into or exit from the premises, Robbery, Dacoity.
- ii) Impact damage by falling trees or branches other than that caused by felling or lopping by You or on Your behalf.
- iii) Breakage, collapse and/or falling of television or radio aerials, external satellite dishes, aerial fittings and masts.
- iv) Damage resulting from action of civil authorities in attempting to prevent the spread of a fire.

### EXCLUSIONS

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We will not be liable for the

- i) Damage to livestock, money, securities for money, stamps, bullions, bonds, bills of exchange, promissory notes, stock and share certificates, unset precious stones, jewellery and valuables unless specifically insured under this Section.
- ii) Damage to property insured by theft or attempted theft by any member of Your Family, directors or partners, employees in Your business whether as principal or accessory.

### EXTENSIONS

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This Section extends to include

#### TEMPORARY REMOVAL OF STOCK

Damage to property insured under Item No.1 (Stock in Trade) not exceeding 10% of Sum Insured for Stock in Trade whilst temporarily removed to any other premises for purpose of fabrication or processing or finishing or other similar purposes provided that it is not otherwise insured.

#### ADDITIONAL BENEFITS

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In addition to the Sum Insured shown in the Schedule under this Section, We will pay

##### a. OUTSTANDING DEBTS

Upto Rs.25,000/- (Rupees twenty five thousand) to reimburse You for any outstanding debts for work completed or goods supplied which were owed to You at the time of occurrence of Damage and are now not recoverable because the necessary documentary evidence to substantiate the debts have been destroyed as a result of insured perils described under Section 1 and /or Section 2 of the Policy.

##### b. SEARCH AND FIND

Upto Rs. 15,000/- (Rupees fifteen thousand) for exploratory and repair costs reasonably incurred in locating the source of water damage and repairing the same in connection with Insured Peril No.(x) of Section1 (Fire and Allied Peril) subject to an Excess of Rs.500/- (Rupees Five hundred) and liability having been admitted by Us under Section1 (Fire and Allied Perils), provided that this will not include defective materials of water tank, pipes, apparatus.

##### c. REPLACEMENT OF LOCKS

The cost of necessarily replacing locks of external doors fitted in the premises and/or that of safes and almirahs in the premises Damaged following use of keys by force and violence upto an amount of Rs.5000/- (Rupees five thousand) in any one Policy Period.

**d. TEMPORARY REMOVAL OF MACHINES/EQUIPMENTS**

Damage to machinery and equipment temporarily removed to any other building for repair, cleaning, renovation or other similar purpose for a period not exceeding 60 days

**e. ACCIDENTAL DAMAGE TO UNDERSIGNED PIPES/CABLES/ SERVICES**

Upto Rs. 10,000/- (Rupees ten thousand) for accidental Damage to any underground pipes, cables and services (including underground sewerage tanks and drains inspection covers) in respect of Your premises provided that You have responsibility for carrying out the repairs as per the byelaws or regulations of the municipal authorities or Association/ Society of the premises where You are conducting business.

**SPECIAL PROVISION**

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**a. CLAIM SETTLEMENT**

In the event of Damage to property insured, We will indemnify You by payment or at Our option by repair, replacement or reinstatement. In case of reinstatement or replacement, we shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner subject to limits of Sum Insured. If we so elect to replace or reinstate any property, You shall at Your own expense furnish Us with such plans, specifications, measurements, quantities and such other particulars as We may require and no acts done, or caused to be done by Us with a view to reinstatement or replacement shall be deemed as an election by Us to reinstate or replace.

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

**b. BASIS OF CLAIM SETTLEMENT**

In the event of Damage to the property insured by insured perils during the currency of the Policy, We will:

**PART A (CONTENTS)**

Under Item 1 (Stock in Trade):

Pay the full cost of replacing stock at prices current at the time, when Damage occurs.

Under Item 2, 3, 4 (Business and Office Furniture, Interior Decoration and All Other Contents) :

Pay the full cost of repair or reinstatement to a condition equal to but not better or more extensive than its condition when new, provided that such cost has been incurred. However, if such cost has not been incurred and also in case of Item 4 (All Other Contents) We will pay amount of Damage less due allowance for wear and tear and depreciation.

**PART B (BUILDING)**

Pay the full cost of repair or reinstatement on the same site or upon another site in any manner suitable to a condition equal to but not better or more extensive than its condition when new, provided that such cost has been incurred.

In case the reinstatement is not carried out or the cost has not been incurred, then We will pay the amount of Damage less due allowance for wear & tear and depreciation

**SPECIAL CONDITION**

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**AVERAGE (UNDER INSURANCE):**

The Sum Insured of each Item under this Section is separately subject to Average (Under-Insurance) as detailed below.

**a) IN CASE OF REINSTATEMENT:**

If at the time of replacement or re-instatement the sum representing the total cost which would have been incurred in reinstatement if the whole property covered had been destroyed exceeds the Sum Insured thereon at the commencement of Damage, You will be considered as Your own Insurer for the difference between the Sum Insured and the sum representing cost of reinstatement of the whole property i.e. Reinstatement Value of the property and shall bear a rateable proportion of the Damage accordingly. Each item, if more than one, shall be separately subject to this condition.

b) IN CASE OF NON-REINSTATEMENT:

If in respect of the property insured at the commencement of any Damage by an insured peril the sum representing the full Market Value of the property insured exceeds the Sum Insured thereon, then You shall be considered as being Your own Insurer for the difference and shall bear a rateable portion of the Damage accordingly. Every item, if more than one, of the Policy shall be separately subject to this condition.

SECTION 3

MONEY AND FIDELITY

Part A

MONEY

DEFINITION

1. Money shall mean and include cash, bank drafts, bank and currency notes, current coins, cheques, postal orders, money orders and current postage stamps.
2. Bank shall mean and include bank of every description, post office, government treasury.
3. Business Hours shall mean the period during which You or Your partners, directors or any employee authorised to handle the Money of Your business are on the premises for the purpose of the business.
4. Authorised Representative shall include Your employees, partners and directors, employees of Your sister concerns operating from the same premises or employees of any other concern who is engaged in the work of carrying Your Money through a specific Contract or Agreement executed by You.

Cover:

In the event of loss of Money relating to Your business or profession happening during the currency of the Policy in accordance with situation(s) or circumstance(s) described below, We will indemnify You against such loss subject to limits stated in the Schedule.

Circumstance(s) or Situation(s):

- i) Loss of Money due to accident or misfortune whilst in direct transit in connection with Your business from or to insured premises provided that such Money is in personal custody of You or Your Authorised Representatives.
- ii) Loss of Money due to accident or misfortune whilst in direct transit in connection with Your business between any collection/payment centre and Bank provided such Money is in personal custody of You or Your Authorised Representatives.
- iii) Loss of Money due to house breaking, robbery, dacoity, hold-up whilst in insured premises during business hours.
- iv) Loss of Money due to house breaking, robbery, dacoity, hold-up whilst in locked safe or strongroom, locked steel almirah /standard cash box inside the insured premises outside business hours.

EXCLUSIONS

We will not be liable for payment of:

- i) Shortage of Money due to error or omission.
- ii) Loss of Money entrusted to any person other than You, Your partners, directors or Your Authorised Representatives.
- iii) Loss arising from fraud or dishonesty of Your employee or Authorised Representative unless such loss is discovered within 48 hours of its occurrence.
- iv) Loss of Money extracted from safe, strong room, almirah or cash box following the use of key to the said safe or strongroom, unless such key has been obtained by assault or violence or threat thereof.
- v) Loss of Money insured by any other Policy except in respect of any excess beyond the amount which would have been payable under such Policy or Policies had this insurance not been affected.
- vi) Theft from any unattended vehicle except from car of fully enclosed saloon type having all its doors, windows and other openings securely locked and properly fastened.
- vii) Loss of Money in transit outside the limits of the city/town where the insured premises are located.

ADDITIONAL BENEFITS

In the event of Damage to any:

a) Safe or strongroom, steel almirah or cash box.

b) Case, bag, waistcoat when used for the carriage of Money, directly associated with Circumstance(s) or Situation(s) as described hereinabove.

We will indemnify You against such Damage upto an amount not exceeding Rs. 10,000/- (Rupees ten thousand ) only in any one Policy Period.

#### SPECIAL CONDITIONS

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a) You shall keep a complete account of Money contained in safe, strong room , almirah or cash box under lock and key on daily basis. This complete account shall be deposited in a secured place other than the safe/strongroom or the said place where the Money is kept and be produced as documentary evidence for admissibility of claim under this Policy. Our liability shall be limited to the amount actually such shown by records of books of accounts, not exceeding the amount stated in the Schedule.

b) It is provided that the Money in the premises is deposited in safe, strongroom, steel almirah or standard cash box under lock and key out of business hours.

#### ADDITIONAL BENEFITS

---

In the event of Damage to any:

a) Safe or strongroom, steel almirah or cash box.

b) Case, bag, waistcoat when used for the carriage of Money, directly associated with Circumstance(s) or Situation(s) as described hereinabove.

We will indemnify You against such Damage upto an amount not exceeding Rs. 10,000/- (Rupees ten thousand ) only in any one Policy Period.

#### SPECIAL CONDITIONS

---

a) You shall keep a complete account of Money contained in safe, strong room , almirah or cash box under lock and key on daily basis. This complete account shall be deposited in a secured place other than the safe/strongroom or the said place where the Money is kept and be produced as documentary evidence for admissibility of claim under this Policy. Our liability shall be limited to the amount actually such shown by records of books of accounts, not exceeding the amount stated in the Schedule.

b) It is provided that the Money in the premises is deposited in safe, strongroom, steel almirah or standard cash box under lock and key out of business hours.

#### Part B

#### FIDELITY GUARANTEE

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Cover:

We will indemnify You against direct pecuniary loss caused by act of fraud or dishonesty committed by any person employed by or with You in the premises upto amount(s) stated in the Schedule.

Provided that the loss shall have occurred in connection with occupation and duties of Your employee during the uninterrupted continuance of his/her employment and be discovered within six months after the death, resignation, dismissal or retirement of such person or six months after this Policy shall have ceased to exit, whichever of these events shall happen first.

#### SPECIAL CONDITIONS

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i) We will not pay more than one claim in respect of acts or defaults of any one employee and we will indemnify You only in respect of act and defaults committed since date of commencement of risk in the Schedule hereto for such employee.

ii) It is also provided and declared that we shall not be liable for any act or default of any employee done or omitted to be done after the discovery by You of any act of forgery, embezzlement, larceny or fraudulent conversion on the part of such employee.

iii) You shall, if and when required by Us at Our expense, if a conviction be obtained, use all diligence in prosecuting the employee to conviction for any act or default done by the said employee in consequence of which a claim shall have been made under the Policy and You will at Our expense give all information and assistance to enable Us to sue for and obtain reimbursement from any such employee by reason of whose acts or default a claim has been made or from the estates of such employee all the moneys which We shall have become liable to pay in respect thereof.

iv) Any sum of money which but for act or default on part of an employee would have become payable or due to him by You shall be deducted from the amount

payable under this Policy.

#### SECTION 4

##### FIXED GLASS AND SANITARY FITTINGS

###### DEFINITION

Item 1 Glass shall mean normal flat/annealed glass and mirrors in or on the premises. It will include counter cases, display units, shelves and mirrors. The value of Glass will include cost of painting, tinting, embossing or ornamental work (if applicable) plus boarding up cost of the Glass.

Item 2 Sanitary Fittings shall mean washbasins, pedestals, sinks, bidgets, lavatory pans, cisterns, showers, screens, bath and bath panels contained in the premises.

Cover:

In the event of breakage of Item-1: Glass and/or Item-2: Sanitary Fittings in the premises happening during the currency of the Policy, we will pay You the cost of reinstatement or at Our option reinstate such property.

We shall not be liable to replace or pay for the replacement of such property exactly but only as nearly as circumstances permit.

###### EXCLUSIONS

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We will not be liable for

- i) Breakage or damage during removal, alterations and/or repairs in or about the premises.
- ii) Disfiguration or scratching or damage of Glass or Sanitary Fittings other than the fracture extending through the entire thickness of Glass or Sanitary Fittings.
- iii) Breakage of Glass or Sanitary Fittings which are not completely and securely fixed.
- iv) Damage consequent upon interruption or delay of business or other damage or injury arising from breakage of Glass or Sanitary Fittings or during replacement thereof.

###### ADDITIONAL BENEFITS

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This Section extends to include:

- i) Damage to frames and frameworks of any description following breakage of Glass.
- ii) Following breakage of Glass, the cost of tinting, lettering, painting embossing, silvering or any other ornamental work on the replacement Glass, provided such costs have been included in the Sum Insured of the Glass covered under this Section.
- iii) Accidental damage to goods incidental to Your business caused by breakage of Glass or Sanitary Fittings upto a limit of Rs.5,000/- (Rupees five thousand) during any Policy Period.

###### SPECIAL CONDITIONS

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It is a requirement of this Section of the Policy that the Sum Insured of each item in the Section shall be equal to cost of replacement of the insured property on the date of replacement by new one of the same kind. If the Sum Insured is less than the replacement value of the property, then You shall be considered Your own Insurer for the difference between Sum Insured and cost of replacement and accordingly shall bear a rateable proportion of the Damage. Each item, if more than one, shall be separately subject to this condition.

#### SECTION 5

##### ELECTRONIC EQUIPMENT

Cover:

If the Electronic Equipment installation including computer, fax machine or any of its part/accessories and/or data carrying material belonging to You or for which You are responsible is Damaged whilst contained in the premises by any cause other than those excluded under this Section of the Policy or under General Exclusion(s); We will pay for the cost of repair or replacement or at Our option repair, reinstate or replace such Damaged equipment or item, data carrying material or accessories.

This cover is applicable during the period when after successful completion of their performance/ acceptance test, such equipments, parts, accessories are at work or at rest or being dismantled for the purpose of cleaning, overhauling or in course of aforesaid operation themselves or when being shifted within the premises or

during subsequent re-erection.

#### EXCLUSIONS

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We will not pay for:

- 1) a) In respect of Electronic Equipment with value upto Rs. 100,000/- (Rupees one lac).
- i) 5% (five per cent) of the claim amount subject to a minimum of Rs. 1,000/- ( Rupees one thousand), if Electronic Equipment is other than Winchester drive.
- ii) 10% (ten percent) of the claim amount subject to a minimum of Rs.2,500/- ( Rupees two thousand and five hundred), if Electronic Equipment is Winchester drive.
- b) In respect of other Electronic Equipment with value more than Rs. 100,000/- (Rupees one lac ).
- i) 5% (five per cent) of the claim amount subject to a minimum of Rs.2,500/- (Rupees two thousand five hundred ), if Electronic Equipment is other than Winchester drive.
- ii) 25% (twenty five percent) of the claim amount subject to a minimum of Rs.10,000/- (Rupees ten thousand), if Electronic Equipment is Winchester drive
- 2) Damage due to faults/defects existing at the commencement of this insurance and known to You, Your directors, partners, employees whether such faults/defects were known to Us or not and wilful act or negligence of You or Your employees, directors, partners, representative.
- 3) Damage due to continual influence of operation (e.g. wear and tear, cavitations, erosion, corrosion, incrustation), gradual deterioration, and climatic conditions other than those described and covered as insured perils in Section 1 (Fire and Allied Perils).
- 4) Any cost incurred in connection with elimination of functional failures unless such failures were caused by Damage covered under this Section of the Policy.
- 5) Damage for which the manufacturer or supplier is responsible either by law or under contract or any amount recoverable under terms of Maintenance Agreement.
- 6) Damage to equipment rented or hired to You and for which owner is responsible either by law or under lease and/or Maintenance Agreement.
- 7) Cost incurred /time involved in the movement of machinery and/or other property and/or personnel outside Geographical Limits other than the cost of delivery for machinery parts damaged.
- 8) Damage to consumable items (e.g. bulbs, valves, tubes, ribbons, fuses, seals, belts, wires, chains, rubber tyres, exchangeable tools, objects made of glass, porcelain or ceramics and operating media as well as aesthetic defects like scratches etc. unless such parts are affected by an indemnifiable Damage to the insured item itself.)
- 9) Damage arising through fitting, adjustment, repair, or dismantling of any part of said equipment/installation other than by an authorised representative of an Electronic Equipment manufacturer, dealer or that of a reputed repairer.
- 10) Any cost required for alteration, improvement or overhaul.
- 11) Any cost of making drawings, patterns and coreboxes.
- 12) Any extra cost for overtime, night-work, works on public holiday, express freight, etc. for repairs or replacement.

#### WARRANTIES

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It is warranted that a Maintenance Agreement for the Electronic Equipment installation from its manufacturers or a Company or concern approved by the manufacturers shall be kept in force throughout the currency of insurance under this Section of the Policy and no variation in the term of Agreement shall be made without Our written consent. For the purpose of this warranty, Maintenance Agreement shall mean an agreement, which provides for:

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

Provided that this Warranty shall not apply if the additional premium as required by Us is paid by You for deletion of this Warranty or there is competent in "house" maintenance facility for all equipments covered under this Section. The Warranty is also not applicable for Personal Computers with Sum Insured upto Rs.100,000/- (Rupees one lac)

#### SPECIAL PROVISION

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Sum Insured:

It is a requirement under this Section of the Policy that the Sum Insured shall be equal to the cost of replacement of the insured Electronic Equipments by new of



same kind, type and capacity including freight, dues and custom duties and also cost of dismantling and re-erection. It shall include the value of system software also.

#### BASIS OF CLAIM SETTLEMENT:

In the event of insured item being Damaged, We will pay the expense necessarily incurred to restore the Damaged item to its former state of serviceability (Repair Basis) or pay Market Value of the equipment if the cost of the repair exceeds or equals the Market Value of the item immediately before the Damage (Total Loss Basis). We will also pay the following to the extent these expenses have been included in the Sum Insured.

- a. Cost of dismantling and re-erection for the purpose of repairs.
- b. Ordinary freight to and from repair shop.
- c. Custom Duties and other dues.

1. Repair Basis: - In Repair Basis settlement, the following points will be taken into account while setting the claims:

- a) No deduction will be made for depreciation in respect of parts replaced except those with limited life.
- b) If the repairs are executed at a workshop owned by You, We will pay the cost of materials and wages incurred for the purpose of repairs plus a reasonable percentage to cover overhead charges
- c) The cost of any provisional repair will be borne by Us if such repairs constitute part of the final repairs and do not increase the total repair expense.

#### NOTE:

i. We 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.

ii. Value of salvage is to be taken into account for both Repairs Basis and Total Loss Basis, in case of replacement of parts or items.

2. Total Loss Basis: - In Total Loss Basis settlement, the following points will be taken into account while settling the claim.

- a) Market Value of item to be calculated by deducting proper depreciation from the replacement value of item as new of same kind, type and capacity.
- b) We may not insist for bills and documents in case You are unable to replace the damaged equipments for any reason.
- c) If the insured items subject to total loss become obsolete, then all cost necessary to replace the damaged item with a follow up model (similar type) of similar structure and configuration (of similar quality) i.e. low, average or high capacity will be reimbursed

#### SPECIAL CONDITIONS

##### I. AVERAGE CLAUSE

If at the time of Damage, the Sum Insured is less than the amount required to be insured as described above, then we will pay only in such proportion as the Sum Insured bears to the amount required to be insured. Every item, if more than one, shall be subject to this condition separately.

II. After giving Notice to Us as described under General Condition No. 5, You may carry out the repair or replacement of any minor damage not exceeding Rs. 2500/- ( Rupees two thousand and five hundred) provided that carrying out of such repairs is without prejudice to any question of Our liability and that any damaged part requiring replacement is kept for inspection by Us.

Further Our liability under this Section of the Policy in respect of any item sustaining Damage shall cease if the said item is kept in operation after a claim without being repaired to Our satisfaction or if temporary repairs are carried out without Our consent.

#### Section 6

##### Part A

#### TELEVISION/VIDEO EQUIPMENT

##### Cover

We will indemnify You against Damage during currency of this Policy to Television/ Video Equipment specified in the Schedule and belonging to You or for which You are responsible whilst contained in the premises in accordance with the coverage of Section 5 (Electronic Equipment) subject to following Exclusions in addition to Exclusion of Section 5.

#### EXCLUSIONS

We will not be liable for

1. An Excess of Rs.500/- (Rupees five hundred) or 5% of the claim amount whichever is higher. This replaces Exclusion (i) of Section 5
2. Damage to external antenna, mast, dishes and mast fittings by theft.
3. Damage to any picture tube/tape due to use of the tape/tube contrary to instruction of makers.

Part B

PORTABLE COMPUTER, MOBILE PHONES, ELECTRONIC DIARY

Cover:

We will indemnify You against Damage during currency of this Policy to Portable Computer, Mobile Phone and Electronic Diary specified in the Schedule and belonging to You or for which You are responsible whilst in personal custody of You, Your partners, directors or authorised representatives anywhere in the world for the purpose of business in accordance with coverage of Section 5 (Electronic Equipment) subject to following Exclusions in addition to Exclusions of Section 5. However, all repairs/ replacement of parts/items covered under this Section have to be carried out in India only.

We will also pay for loss or damage to data carrying material being carried for normal functioning of such portable equipment.

EXCLUSIONS

We will not be liable for

1. An Excess of 10% (ten percent) of the claim amount subject to a minimum of Rs.250/- (Rupees two hundred fifty) in case of Damage to Mobile Phones, Electronic Diaries and Rs.2,500/- (Rupees two thousand five hundred) in case of Damage to Portable Computer. This replaces Exclusion (1) of Section 5
2. Theft not reported to Police within 24 hrs of discovery thereof and a written Report obtained.
3. Theft from any unattended vehicle except from car of fully enclosed saloon type having all its doors, windows and other openings securely locked and properly fastened.
4. Mysterious or unexplained disappearance of insured items.
5. Damage caused by arising from the leakage, spilling or exploding of liquid oils or materials of a like nature or articles of a dangerous or damaging nature.

SPECIAL PROVISION

Applicable to both Part A and Part B of this Section.

It is provided that these Sub-Sections are subject to same perils, terms, conditions, exclusions (except as stated above), warranties and provisions as that of Section 5 (Electronic Equipment) provided however that the Maintenance Agreement Warranty provisions shall apply only in case of Portable Computers having Sum Insured more than Rs.100,000/- (Rupees one lac) and not to other items.

Part C

NEON AND ILLUMINATED SIGN, HOARDINGS AND TRADE EQUIPMENTS (ALL RISK)

Property Insured:

Item-1: Neon and illuminated signs.

Item-2: Hoardings.

Item-3: Other specified trade equipments as specified in the Schedule.

belonging to You or for which You are responsible in connection with Your business.

Cover:

We will indemnify You against Damage by any cause not otherwise excluded hereafter to the property insured whilst on the premises for Item (1) and (2) and anywhere within the Geographical Limits specified under the Policy for Item (3).

EXCLUSIONS

We will not be liable for:

- 1) a) First Rs.1,000/- (Rupees one thousand) or 5% (five per cent) of the claim amount whichever is higher in respect of Damage to Hoarding.

b) First Rs. 500/- (Rupees five hundred) or 5% (five per cent) of the claim amount whichever is higher in respect of Damage to Neon and illuminated sign and Other trade equipments insured.

2) Damage:

a) to property insured caused by its undergoing any heating process or any process involving the application of heat.

b) due to theft or attempted theft by or in connivance with You or Your Family or employee.

c) due to any person obtaining the property by deception.

d) caused by or arising from

i) moth, insect, mildew, vermin, fungus, wear & tear, depreciation or any gradually operating cause.

ii) any process of dyeing, cleaning, washing, repairing or restoring to which the property is subjected.

iii) mechanical or electrical breakdown or failure.

iv) gradual deterioration, market depreciation, improper maintenance.

e) to electrical equipment by its short circuiting or overrunning .

f) due to theft from any unattended vehicle except from car of fully enclosed saloon type having all its doors, windows and other openings securely locked and properly fastened.

g) whilst being conveyed by any carrier under contract of affreightment.

h) cost of remaking any film, disc, tape or the value of any information contained on it.

#### SPECIAL PROVISION

##### 1. Basis of Claim Settlement:

In the event of Damage to property insured, We will pay the full cost of repair or replacement to a condition equal to but not better or more extensive than its condition when new, provided such cost has been incurred, otherwise a deduction will be made for wear and tear and depreciation.

##### 2. Average (Under-Insurance)

If the property insured at the commencement of Damage by any insured peril be of greater reinstatement value than the Sum Insured, then You shall be considered as being Your own Insurer for the difference and shall bear a rateable proportion of the Damage accordingly. Each item, if more than one, is subject to this condition.

##### 3. Sum Insured

It is a requirement under this Sub-Section that the Sum Insured shall be equal to the cost of replacement of the insured item by a new one of the same kind, type and capacity including custom duties, dues and freight and also cost of dismantling/erection as applicable.

#### SECTION 7

##### Part A

#### BREAKDOWN OF ELECTRICAL/MECHANICAL APPLIANCES

##### DEFINITION:

##### Breakdown

It shall mean the actual burning out of or the failure of any part of appliances or installations specified in the Schedule due to any cause which is sudden, unforeseen and not excluded under this Section of the Policy or General Exclusions resulting into stoppage of functions and necessitating the repair or replacement of such parts before normal working can commence.

##### Cover:

If the Electrical/Mechanical Appliances upto 7 (seven) years in age belonging to You or for which You are responsible is Damaged due to electrical or mechanical breakdown whilst contained in the premises, then we will pay for the Damage or, if we choose, effect its repair or replacement.

We will also pay for cost of dismantling for purpose of repair and reinstallation.

This cover is applicable during the period when after successful completion of their performance /acceptance test such equipments, part, accessories are at work or at rest or being dismantled for the purpose of cleaning, overhauling or in course of aforesaid operation themselves or when being shifted within the premises or

during subsequent re-erection.

#### EXCLUSIONS

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We will not be liable for

- i) 1% (one per cent) of Sum Insured in respect of each appliance covered separately or the sum of Rs.250/- (Rupees two hundred fifty) whichever is higher for each Damage.
- ii) Damage to any insured item by perils which are insurable under other Sections of the Policy.
- iii) Damage for which the manufacturer or supplier of the property is responsible by law or contract or any amount recoverable under terms of Maintenance Agreement.
- iv) Damage resulting from overload experiments or test requiring the imposition of abnormal conditions.
- v) 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.
- vi) Deterioration of or wearing away or wear out of any item caused by or naturally resulting from normal use or exposure.
- vii) Damage caused by or arising out of wilful act or wilful gross negligence of You, Your employee, director or partner.
- viii) Damage due to faults existing at the time of commencement of this insurance and known to You, Your employee, director, partner, regardless of whether such faults or defects were known to Us or not.
- ix) Damage to any insured item occasioned by permanent or temporary dispossession of any building resulting from the unlawful occupancy by You of the building.
- x) Damage to consumables such as ropes, rubber items, dies, moulds, blade, cutters, knives, exchangeable tools, engraved or impression cylinders or rolls, glass and porcelain items, ceramics, operating media, belts or wires, fabrics, anti-corrosive, non metallic linings unless such parts are affected by an indemnifiable Damage to the insured item itself.

#### SPECIAL PROVISION

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i. Sum Insured:

It is a requirement of this insurance that the Sum Insured shall be equal to the cost of replacement of the insured property as new of the same kind, type and capacity including freight, custom duties and other dues if any and erection cost.

ii. Any property covered under this Section has to be necessarily insured under Section 1 (Fire and Allied Perils)

#### BASIS OF CLAIM SETTLEMENT:

The basis of claim settlement will be the same as described in Section 5 (Electronic Equipment Insurance)

#### SPECIAL CONDITIONS

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##### I. AVERAGE CLAUSE

If at the time of Damage, the Sum Insured is less than the amount required to be insured as described above, then we will pay only in such proportion as the Sum Insured bears to the amount required to be insured. Every item, if more than one, shall be subject to this condition separately.

II. After giving Notice to Us as described under General Condition No. 5, You may carry out the repair or replacement of any minor damage not exceeding Rs. 2500/- (Rupees two thousand five hundred) provided that carrying out of such repairs is without prejudice to any question of Our liability and that any Damaged part requiring replacement is kept for inspection by Us.

Further Our liability under this Section of the Policy in respect of any item sustaining Damage shall cease if the said item is kept in operation after a claim without being repaired to Our satisfaction or if temporary repairs are carried out without Our consent.

Part B

#### DETERIORATION OF REFRIGERATED GOODS

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#### DEFINITIONS

1. Property Insured:

It means all refrigerated goods belonging to You or for which You are responsible either on commission basis or in trust, in the cold chambers of any Refrigerator on the premises and used in connection with Your business.

## 2. Refrigerator

Any refrigerating plant or unit belonging to You or under Your custody including all integral associated apparatus and wiring, which is covered under Section 7A of the Policy.

Cover:

We will indemnify You against Damage to goods by deterioration or putrefaction happening during the Policy Period solely and directly due to:

- i) Variation in temperature accidentally caused by sudden electrical or mechanical breakdown of the insured Refrigerator.
- ii) The accidental escape of refrigerant gases from the Refrigerator.

## EXCLUSIONS

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We will not be liable for

- i) The first Rs. 1000/- (Rupees one thousand) or 5% (five per cent) of the claim amount whichever is higher.
- ii) Consequential loss of any kind.
- iii) Damage caused by the deliberate act or wilful neglect by You, Your partners, directors or employees.
- iv) Damage insured or insurable under any other Section of this Policy.

## SPECIAL PROVISION

- 
- i. The indemnity under this Section is subject to the condition that the liability in respect of the accidental damage to the Refrigerator stands admitted under Section 7A (Electrical/Mechanical Appliance) of this Policy.
  - ii. This Section of Policy is subject to Average (Under-insurance) which means that if at the time of occurrence of Damage, the value of goods insured under this Section shall exceed the Sum Insured thereon, You shall be considered as being Your Insurer for the difference and shall bear a rateable proportion of the Damage accordingly.

## SECTION 8

### PERSONAL ACCIDENT

#### DEFINITIONS

##### 1. Insured Person

It shall mean You, Your partners, directors or Your employees aged between 18 (eighteen) years and 70 (seventy) years permanently working with You and named in the Schedule relating to this Section.

##### 2. Injury

It shall mean accidental bodily injury solely and directly caused by external, violent and visible means. This definition includes accidental bodily injury resulting from exposure to element of the cause.

##### 3. Loss of limb(s)

It shall mean physical separation of one or more hands or feet or permanent and total loss of use of one or more hands or feet.

##### 4. Physical separation:

It shall mean separation of the hand at or above the wrist and/or of the foot at or above the ankle respectively.

##### 5. Permanent Total Disablement:

The bodily injury which as its direct consequence immediately or in foreseeable future will entirely prevent the Insured Person from engaging in any kind of occupation, profession or business for which the Insured Person is reasonably qualified by education, training or experience.

##### 6. Temporary Total Disablement

The bodily injury which as its direct consequence will prevent the Insured Person from engaging in all types of occupation or any employment whatsoever for a period not exceeding 104(one hundred and four) weeks from the date of injury to the time the Insured Person is fit enough to resume duty or engage in any kind of occupation as certified by Medical Practitioner.

## 7. Accident

It shall mean a 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.

### Cover

If following bodily injury which solely and directly causes the Insured Person's death or disablement within 12(twelve) months of injury as stated in Table of Benefits, we shall pay to You the sum or sums hereinafter set forth in Table of Benefits.

### TABLE OF BENEFITS | % OF CAPITAL SUM INSURED

1. Death- 100
- 2.a) Loss of sight (both eyes)- 100
- b) Loss of two limbs- 100
- c) Loss of one limb and one eye - 100
- 3.a) Loss of sight of one eye-50
- b) Loss of one limb -50
4. Permanent total and absolute disablement - 100
- 5.a) i) Loss of toes-all- 20
- ii) Great-both phalanges- 5
- iii) Great-one phalanx- 2
- iv) Other than great, if more than one toe lost- each - 1
- c) Loss of speech - 50
- d) Loss of four fingers and thumb of one hand - 40
- e) Loss of four fingers - 35
- b) i) Loss of hearing " both ears - 50
- ii) Loss of hearing " one ear - 15
- f) Loss of thumb
- i) Both phalanges - 25
- ii) One phalanx - 10
- g) Loss of index finger
- i) Three phalanges - 10
- ii) Two phalanges - 8
- iii) One phalanx - 4
- h) Loss of middle finger
- i) Three phalanges - 6
- ii) Two phalanges - 4
- iii) One phalanx - 2
- i) Loss of ring finger
- i) Three phalanges - 5
- ii) Two phalanges - 4
- iii) One phalanx - 2
- j) Loss of little finger
- i) Three phalanges - 4
- ii) Two phalanges - 3
- iii) One phalanx - 2
- k) Loss of metacarpals

- i) First or second (additional) - 3
  - ii) Third, fourth or fifth (additional) - 2
  - l) Fracture of any bone above ankle in either leg with established and permanent non union - 10
  - m) Shortening of the leg by 5cm or more - 7.5
  - n) Loss of atleast 50% of all sound and natural teeth, including capped or eroded teeth. - 2
  - o) Any other permanent partial disablement - % as assessed by Doctor
6. Temporary total disablement benefit at the rate per - 1% of C.S.I subject to a maximum of Rs. 5000/- per week.

#### EXCLUSIONS

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We will not be liable for:

- i) Compensation under more than one of the benefits mentioned in Table of Benefits in respect of same period of disablement.
- ii) Any other payment after a claim for one of the benefits under Item 1,2,3 and 4 of Table of Benefits has been admitted and becomes payable.
- iii) Any payment in case of more than one claim under this Section during any one Policy Period by which Our liability in that period would exceed sum payable under Benefit (1) of this Section.
- iv) Payment of compensation in respect of injury as a direct consequence of:
  - a) committing or attempting suicide or intentional self-injury.
  - b) being under influence of intoxicating liquor or drugs.
  - c) engaging in aviation other than travelling as a bonafide passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world.
  - d) pregnancy or childbirth.
  - e) venereal disease or insanity.
  - f) contracting any illness directly or indirectly arising from or attributable to HIV and/or any HIV related illness including AIDS and /or any mutant derivative or variation of HIV or AIDS.
  - g) committing any breach of law with criminal intent.

#### ADDITIONAL BENEFITS

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##### COVER

1. In the event of death of Insured Person outside his/her home, transportation cost for carriage of dead body to home including funeral charges is payable.
2. Cost of clothing damaged in the Accident for which liability is admitted by Us.
3. Ambulance charges for transportation of Insured Person to hospital following Accident for which liability is admitted by Us.
4. Education Fund

In the event of death or permanent total disablement i.e. Items 1 to 4 of Table of Benefit of Insured Person following Accident for which liability is admitted by Us,

We will pay compensation towards Education Fund for dependent children as below

- a) For one child upto the age of 23 yrs.
- b) For more than one children upto the age of 23 yrs.

##### 5. Loss of Employment

In the event of loss of limbs or permanent total disablement i.e. Items 2 to 4 of Table of Benefit of Insured Person following Accident for which liability is admitted by Us, We will pay compensation for loss of his employment.

#### BENEFIT

2% of Capital Sum Insured

or Rs.2,500/- (Rupees two thousand & five hundred) whichever is lower, in addition to C.S.I.

Rs. 1000/- (Rupees one thousand) per insured person any one Accident or actual expenses whichever is lower, in addition to C.S.I.

Rs. 1000/- (Rupees one thousand) per insured person any one Accident or actual expenses whichever is lower, in addition to C.S.I.

-10% (ten percent) of C.S.I subject to a maximum of Rs. 5000/- (Rupees five thousand), in addition to C.S.I.

-10% (ten percent) of C.S.I subject to a maximum of Rs. 10000/- (Rupees ten thousand) , in addition C.S.I.

- 10% (ten percent) of C.S.I. subject to a maximum of Rs.15,000/- (Rupees fifteen thousand), in addition to C.S.I.

1. If the Insured Person is entitled to compensation for a permanent total disablement benefit under this Policy i.e. Items 2 to 4 of Table of Benefits, then we will pay upto 10% of the C.S.I. or Rs.50,000/- (Rupees fifty thousand) whichever is lower, in addition to C.S.I. for the following:

a. The costs incurred by Insured Person to undergo a rehabilitation programme to adjust to Injuries sustained

b. Any costs incurred for the modification of his house or car that is required as a result of the Injuries sustained

Provided that the Insured Person obtains Our consent before undertaking any rehabilitation programme or carrying out any modification in his house or car.

Note: C.S.I means Capital Sum Insured

## SECTION 9

### BUSINESS INTERRUPTION

#### DEFINITIONS

1. Gross Profit shall mean the sum produced by adding to the Net Profit the amount of Insured Standing Charges, or if there be no Net Profit, the amount of the Insured Standing Charges less such a proportion of any Net Trading Loss as the amount of the Insured Standing Charges bears to all the Standing Charges of the business.

Net Profit shall mean the net trading profit (exclusive of all capital receipts and accretions and all outlay properly chargeable to capital) resulting from Your business at the insured premises after due provision has been made for all Standing and Other Charges including depreciation, but before the deduction of any taxation chargeable on profit.

2. Insured Standing Charges shall mean those charges which will continue to be incurred by you irrespective of the occurrence of the Damage, and such charges have no impact on the turnover. The list of all such charges will be provided by You.

3. Turnover shall mean money paid or payable to You for goods sold and delivered and for work done or services rendered in the course of Your business at the premises.

4. Indemnity Period shall mean the period beginning with occurrence of the Damage and ending not later than 12(twelve) months thereafter during which the results of Your business shall be affected in consequence of the Damage.

5. Rate of Gross Profit shall mean the rate of gross profit earned on the turnover during the financial Year immediately before the date of Damage.

6. Annual Turnover shall mean the turnover earned during 12 months immediately before the date of Damage.

7. Standard Turnover shall mean the turnover earned during that period in the 12(twelve) months immediately before date of Damage, which corresponds with Indemnity Period.

Adjusted as may be necessary to provide for the trends of the business and for variations in or other circumstances affecting the business so that the adjusted figures shall represent as far as possible the results, which but for the Damage would have been obtained during the relative period (Indemnity Period) after the Damage.

Cover:

If there is interference or interruption to Your business during the Policy Period by Damage occurring at premises for which liability has been admitted by Us under Section 1(Fire and Allied Perils) , then We will pay to You the amount of loss following interference or interruption to Your business in respect of items listed below in accordance with the provisions described below:

1. Loss of Gross Profit.

2. Accountant's Charges.

Limit of Liability

Our liability shall in no case exceed in respect of each item the Sum Insured stated in the Schedule or in the whole the total Sum Insured hereby or such other sum(s) as may hereafter be substituted thereof by endorsement duly signed by or on Our behalf.

#### BASIS OF CLAIM SETTLEMENT



1. Loss of Gross Profit:

The amount payable under Item 1 shall be limited to Loss of Gross Profit due to:

a) Reduction in Turnover:

In respect of reduction in turnover, the amount payable shall be the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during Indemnity Period shall in consequence of Damage fall short of the Standard Turnover.

b) Increased Cost of Working:

In respect of increase in cost of working, the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of Damage but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of reduction thereby avoided.

2. Accountant's Charges:

The reasonable charges payable by You to Your professional accountants or auditors for producing and certifying such particulars and details, documents contained in Your books of accounts or other business books, any other proofs, information as we may require in connection with a claim under this Section for the purpose of investigation or verification of such claim. The certificate to this effect given by Your auditors shall be prima facie evidence of the particulars and details to which such certificate relates.

We will take into account following factors in calculating the claim amount:

- i. Any sum saved during Indemnity Period in respect of such Insured Standing Charges, business charges and expenses payable out of Gross Profit as may cease or be reduced in consequence of the Damage.
- ii. Any Gross Profit earned from conducting the business away from the premises during the Indemnity Period.
- iii. If any Standing Charges of the business be not insured by this Policy, then in computing any amount recoverable hereunder as Increased Cost of Working, that proportion only of the additional expenditure shall be brought into account which the sum of Net Profit and the Insured Standing Charges bears to the sum of Net Profit and all Standing Charges.

SPECIAL CONDITION

i. The insurance under this Section shall be of no effect if:

- a) the business be wound up or carried on by a liquidator or receiver or permanently discontinued.

OR

- b) Your interest ceases other than by death.

ii. Average Clause:

If the Sum Insured by this Section be less than the sum produced by applying the Rate of Gross Profit to Annual Turnover, the amount payable shall be proportionately reduced.

iii. New Business Clause

In the event of Damage occurring before the end of the first financial year of the business, the results of the business to the date of Damage shall be used as a basis upon which to assess any loss subject to all terms and conditions of this Policy. Accordingly the Rate of Gross Profit, Annual Turnover, and Standard Turnover will be taken as proportional equivalent for the period between the commencement of the business and the date of the Damage with suitable adjustments made for trend of the business and for variations in or special circumstances affecting the business irrespective of the Damage.

SECTION 10

BAGGAGE

DEFINITION:

1. Insured Person:

It shall mean You, Your partner, director or employee aged between 18(eighteen) years and 70(seventy) years permanently working with You at premises as stated in the Schedule.

2. Journey:

It shall mean any trip undertaken in connection with Your business or trade outside the city, town or municipal limit of place where premises is located.

### 3. Baggage:

It shall mean personal goods belonging to Insured Person or goods for which he/she is responsible in connection with Your business and such goods are necessary for Journey purpose and are being taken by insured person on the Journey.

#### Cover:

In the event of Damage to Baggage being carried by Insured Person due to accident or misfortune whilst on Journey anywhere in the world, we will indemnify You in respect of such Damage upto their Market Value at the happening of Damage.

#### EXCLUSIONS

We will not be liable for:

- i. First Rs.500/-(Rupees five hundred) for each and every Damage.
- ii. Damage due to confiscation or detention by Customs or any other public authority.
- iii. Theft not reported to Police within 24(twenty-four) hours of discovery and a written Report obtained.
- iv. Damage due to cracking, scratching or breakage of lens or glass whether part of any equipment or otherwise or of china marble, gramophone records and other articles of brittle or fragile nature, unless such loss or damage arises from accident to vessel, train, vehicle or aircraft by which such property is conveyed.
- v. Damage caused by moth, mildew, vermin or any process of cleaning, dyeing, repairing or restoring to which the property is subjected.
- vi. 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).
- vii. Theft from car except from car of fully enclosed saloon type having all the doors, windows and other openings securely locked and properly fastened.
- viii. Damage whilst being conveyed by any carrier under contract of affreightment.
- ix. Damage to money, securities, manuscripts, deeds, bonds, bills of exchange, promissory notes, stock or share certificates, stamps, business books or documents, jewellery, watches, furs, precious metals, precious stones, gold and silver ornaments, travel tickets, cheques and bank drafts.
- x. Damage to articles of consumable nature.
- xi. Loose article such as sticks, straps, umbrellas, sunshades, fans, deck chairs or articles or clothes whilst being worn on the person or carried about at the time of Damage.
- xii. Damage caused by or arising from the leakage, spilling or exploding of liquids oils or materials of a like nature or articles of a dangerous or damaging nature.
- xiii. Any item which is specifically insured under a separate Policy or under any Section of this Policy.

#### Basis Of Claim Settlement:

The claim in respect of the items acquired during the Journey shall be settled only after having been satisfied that items were purchased with due proof of purchase bills, vouchers and also with necessary bills and documents that repair or replacement has been carried out.

#### Limit of Liability:

Our limit of liability for any one claim will be the Sum Insured figure for this Section of the Policy which represents the maximum limit of loss for any one Insured Person and any one event as well as the limit of all losses during the Policy Period for all Insured Persons.

### SECTION 11

#### LIABILITY INSURANCE

##### DEFINITION

##### 1. Accidental Injury

It shall mean bodily injury, illness or disease including death of or to any person as a result of Accident.

##### 2. Accidental Damage:

It shall mean actual and/or physical loss of or damage to tangible property of any person as a result of Accident.

##### 3. Property:

It shall mean material property.

##### 4. Event

It shall mean one occurrence or number of occurrences arising directly or indirectly from one source or original source.

5. Insured Person

It shall mean You, Your partners, director and employee(s) working with You in connection with Your business described in the Schedule.

6. Business

It shall mean the business specified in the Schedule and includes:

- a) the ownership, maintenance and repair of premises.
- b) provision and management of canteens, social sports or welfare organisations for benefit of employee(s) and Your ambulance, first aid and fire services.
- c) the execution of private duties by Your employee for You or any of Your directors, partners or senior officials.

7. Accident

It shall mean a 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.

8. Pollution

It shall mean pollution or contamination of the atmosphere or of any water land or other tangible property.

Cover:

Part A Public Liability

We will indemnify You against all sums which You shall become legally liable to pay as compensation for-

- a) Accidental Injury to any person other than Insured Person or his/her family member.
- b) Accidental Damage to property belonging to any person other than Insured Person or his/her family member.

Provided that the Accident has taken place in connection with Your business during the Period of Insurance for which Insured Person is held liable/responsible and claim is lodged on Insured Person or You during the Policy Period.

Part B Workmenâ€™s Compensation

We shall indemnify You against all sums which You shall become legally liable to pay as compensation to Your employees mentioned in the Schedule engaged in Your business under Fatal Accident Act, 1855, Workmenâ€™s Compensation Act, 1923 or any amendment thereof prior to the date of issue of this Policy or under Common Law in respect of death or injury sustained during the currency of the Policy by any employee arising out of and in course of his/her employment with You in the business described in the Schedule.

Limit of Liability:

Our liability in respect of the following shall not exceed:

- 1) Public Liability: The Sum Insured opted by You which is described in the Schedule for this Section of the Policy. This represents the limit of liability for any one accident as well as all accidents during the Policy Period.
- 2) Workmanâ€™s Compensation: As accorded under Clause 2 of the cover in this Section of the Policy.

EXCLUSIONS

A In Public Liability: We shall not be liable for:

- i) 0.25% (quarter per cent) of limit of liability subject to a minimum of Rs. 1,000/- (Rupees one thousand) for any one Accident.
- ii) Injury or damage to property caused by products (except while remaining in Your custody or control) other than food or beverages sold or supplied by You or on Your behalf to employees or visitors (excluding hotel/restaurant clients) for consumption on Your premises.
- iii) Accidents directly or indirectly caused by traceable to or arising out of the ownership possession or the custody by You or on Your behalf of animals, vehicles, aircraft, ships, boats or craft of any kind.
- iv) .
  - a. Any compensation for death of or bodily injury to Insured Person or Your contractorâ€™s employee or damage to property belonging to or in the custody, care, control of Insured Person or Your contractorâ€™s employees.

b. Damage to property owned, leased and hired or under hire-purchase or on loan to You or otherwise in Your control, care, custody other than the premises (or contents thereof) temporarily occupied by You for work therein (but no indemnity is granted for damage to that part of the property on which You are working and which arises out of such work.)

v) Accidents arising out of transportation of materials outside Your premises.

vi) Accidents arising out of alteration, addition, repairs or decoration to the premises specified in the Schedule.

B In Workmen's Compensation: We shall not be liable for:

i) Any interest and/or penalty imposed on You on account of failure to comply with requirements laid down under Workmen's Compensation Act, 1923 and subsequent amendments of the said Act.

ii) Liability to employees of Your contractors.

iii) Any employee who is not a Workman within the meaning of the Workmen's Compensation Act

iv) Any liability of Yours which arises by virtue of an Agreement which would not have arisen in the absence of such Agreement.

#### GENERAL EXCEPTIONS

We shall not indemnify you for:

1) Any fine, penalty or liquidated damages.

2) Any liability arising from or on in connection with;

a) the giving of advice by or on Your behalf.

b) the design, plans, formula or specification of products or work for a fee.

3) Any liability assumed by you under Agreement unless such liability would have attached to you notwithstanding such Agreement.

4) Damage to property or any consequential loss as a result of such damage to property.

a) owned by or hired by You or any Insured Person

b) held in trust by You or any Insured Person, other than visitor's personal effects.

5) Any sum awarded by way of punitive or exemplary damages.

6) Liability arising out of loss of financial nature such as loss of goodwill, loss of market etc.

7) Liability arising out of infringement of plans, copyrights, patents and trademark registered design.

8) Liability arising out of all personal injuries such as libel, slander and defamation.

#### ADDITIONAL BENEFITS

1. The Public Liability Section of the Policy also covers upto 20% (twenty percent) of the limits of liability within overall liability (i.e. Sum Insured under the Section) arising out of any accusation of shoplifting, theft, dishonesty or improper conduct by any person in Your insured premises resulting in their wrongful detention, false or malicious prosecution or false imprisonment.

2. We will also pay for claimant's cost, fees, expenses and defence costs incurred with Our consent in defending any claim under this Section subject to the overall limit of liability for the Public Liability cover

#### SECTION 12

##### GOODS IN TRANSIT

##### DEFINITION

1. Vehicle: Any Rail/Road Vehicle (including any attached trailer) either belonging to You or hired/used by You under contract of affreightment in connection with Your business for transit of Property Insured.

2. Property Insured: Merchandise and goods used in connection with Your business belonging to or in the responsibility of You whilst being loaded onto, carried by or unloaded from any Vehicle during a journey and also upto 7(seven) days whilst in the custody of the carrier after the goods reach destination.

3. Insured Person: It shall mean You, Your partners, directors and employee(s) working with You in connection with Your business described in the Schedule.

4. Event: Any one occurrence or number of occurrences arising directly or indirectly from one source or original cause.

5. Transit: It shall mean transit of Your Property Insured directly between two points or locations, provided that if at intermediate points or stations, the Property

Insured comes under Your possession or control for allocation, redistribution, processing etc., the transit shall come to an end and further transit shall be regarded as a separate transit.

6. Limit Any One Sending: It shall mean the aggregate maximum estimated value on Rail/ Road vehicle at any one time of all Property Insured in respect of a specified transit or several specified transits if more than one specified transit is carried out at the same time.

Cover:

In the event of Damage to Property Insured in transit by insured perils as listed below within the Geographical Limits during the Policy Period, we will pay for the Damage or at Our option replace or repair such Damage to the Property Insured

Insured Perils:

1. Fire
2. Lightning
3. Breakage of bridges
4. Collision with or by the carrying vehicle.
5. Overturning of the carrying vehicle.
6. Derailment or accidents of like nature to carrying railway wagon/vehicle.
7. Robbery and Dacoity.
8. Theft and/or non-delivery of complete package (coverage available for consignments sent under contract of affreightment only and not when being sent by Your own Vehicle).
9. Strike, riots and civil commotion, terrorist or malicious damage.

Limit of Liability:

Our liability will not exceed the value of Property Insured at the time of Damage. The maximum amount payable in any case will not exceed Limit Any One Sending specified in this Section.

EXCLUSIONS

- 
- 1) An Excess of Rs. 1,000/- (Rupees one thousand) or 5% of the claim amount whichever is higher for each and every claim.
  - 2) Loss due to delay, loss of market or consequential loss of any kind.
  - 3) a) Damage caused by
    - i) Inherent-vice, wear and tear, fungus, corrosion, frost, variations in temperature or humidity, vermin, insect, marring of, scratching, depreciation, or deterioration.
    - ii) Inadequacy of insulation.
    - iii) Leakage, spillage, electrical or mechanical breakdown, derangement or breakage.
  - 4) Damage caused by -
    - a) Defective or inadequate packing.
    - b) Clerical or documentary error or omission, or delivery to the wrong consignee.
    - c) Insured Person being induced by any fraudulent trick or pretence to part voluntarily with the title to or possession of any Property Insured.
    - d) Absence, shortage or withholding of labour of any description whatsoever during any strike, lock-out, labour disturbance, riot or civil commotion.
    - e) Theft or dishonesty on the part of the Insured Person.
  - 5) Theft or attempted theft from any unattended Vehicle unless there are outward signs of forced entry to the Vehicle and the following precautions have been observed.

• The Vehicle has been securely locked at all points of access, any security device has been put into full and effective operation and all keys removed from the vehicle. •
  - If we allege that by reason of this Exclusion the Damage is not covered, the burden of proving that the Damage is covered rests with You.
  - 6) Damage to Property Insured caused by weather conditions.
  - 7) The cost of replacing any undamaged property.
  - 8) Damage to livestock, money, jewellery, valuables negotiable or non-negotiable instruments or documents.

## SPECIAL PROVISION

You will keep an accurate record containing all particulars relating to the transits. You will at all times allow Us to inspect such records and shall supply particulars and information of total despatches in order to ascertain our liability in case of any claim or otherwise. Failure to do so may prejudice Your claim under this Policy.

## SPECIAL CONDITIONS

### 1. Average:

If at the time of any Damage, the Property Insured at any one time on Rail / Road Vehicles in respect of one specified transit or several specified transit(s) carried out at any one time shall be of greater value than the Limit of Any One Sending opted by You under this Section, You will be considered as being Your own Insurer for the difference and shall bear a rateable proportion of the Damage accordingly.

### 2. Recovery Right:

At all time, You will protect Our recovery rights against the carrier/bailees by giving them Notice and filing the Suit in the manner and within the time limit prescribed by Law.

3. It is a requirement under this Section of the Policy that the Property Insured in transit should be under a contract of affreightment except when Your own Vehicles are used.

### 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

a. E-Mail ID: [chiefgrievanceofficer@iffcotokio.co.in](mailto:chiefgrievanceofficer@iffcotokio.co.in)

b. Address: IFFCO-Tokio General Insurance Company Limited.

IFFCO TOWER â€” II

Plot No.3, Sector-29, Gurgaon

Haryana-122001

#### 2. Consumer Affairs Department of IRDAI

a 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)

b. You can send a letter to IRDAI with Your complaint on a Complaint Registration Form available by clicking [here](#). 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. c. You can visit the portal <http://www.policyholder.gov.in> for more details.

#### 3. Insurance Ombudsman

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>AHMEDABAD - Shri Kuldip Singh Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad â€" 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>BENGALURU - Smt. Neerja Shah 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 â€" 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@ecoi.co.in</p>	<p>Karnataka.</p>
<p>BHOPAL - Shri Guru Saran Shrivastava Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal â€" 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@ecoi.co.in</p>	<p>Madhya Pradesh Chattisgarh.</p>
<p>BHUBANESHWAR - Shri Suresh Chandra Panda Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar â€" 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@ecoi.co.in</p>	<p>Orissa.</p>
<p>CHANDIGARH - Dr. Dinesh Kumar Verma Office of the Insurance Ombudsman, S.C.O. No. 101, 102 &amp; 103, 2nd Floor, Batra Building, Sector 17 â€" D, Chandigarh â€" 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>
<p>CHENNAI - Shri M. Vasantha Krishna Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453,</p>	<p>Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).</p>

<p>Anna Salai, Teynampet, CHENNAI â€” 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@ecoi.co.in</p>	
<p>DELHI - Shri Sudhir Krishna Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi â€” 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@ecoi.co.in</p>	<p>Delhi.</p>
<p>GUWAHATI - Shri Kiriti .B. Saha Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati â€” 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>HYDERABAD - Shri I. Suresh Babu 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>JAIPUR - Smt. Sandhya Baliga Office of the Insurance Ombudsman, Jeevan Nidhi â€” II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: Bimalokpal.jaipur@ecoi.co.in</p>	<p>Rajasthan.</p>
<p>ERNAKULAM - Ms. Poonam Bodra 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>KOLKATA - Shri P. K. Rath Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@ecoi.co.in</p>	<p>West Bengal, Sikkim, Andaman &amp; Nicobar Islands.</p>
<p>LUCKNOW -Shri Justice Anil Kumar Srivastava 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>MUMBAI - Shri Milind A. Kharat 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>NOIDA - Shri Chandra Shekhar Prasad 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, Kanooj, 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>PATNA - Shri N. K. Singh 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>PUNE - Shri Vinay Sah Office of the Insurance Ombudsman,</p>	<p>Maharashtra, Area of Navi Mumbai and Thane</p>

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