# IFFCO - TOKIO GENERAL INSURANCE CO. LTD

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

# Jewellers Block Protector Policy Schedule Cum Tax Invoice ORIGINAL FOR RECIPIENT



GST Applicable

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 General Insurance Services : 997139

Proposer:	MAHAVIR JWELLERS	;				
Address:	P. NO. 209/ 2010 MAIN ROAD, LASUR STATION			Unique Invoice No	: 48047461	
	AT. GANGAPUR, DIST. AURANGABAD			Policy No	: 48047461	
	LASURGAON MAHAR	MAHARASHTRA 423702			Date of Issuance	26/07/2024
State Code/ Place	27 Country Name:	India	GSTIN:	27AFZPC2204C1ZS	Policy effective from 0001 hrs 26/07/	2024
of Supply:						
Phone Number:		Agent : A9000194 JAINUINE INSURANCE BROKERS		To MidNight 25/07/2025		
		PVT LTD.				

	Coverage Details		
S.No	Description	Sum Insured (INR)	
1	Stocks at Business Premises	45000000	
2	Stock-Insrd/Employee (Sec IBI)	300000	
3	Air Freight (Sec ICI)	2500000	
4	Other Contents	500000	
5	Building	0	
6	Fixed Glass / Sanitary Fitting	0	
7	Personal Accident	0	
3	Public Liability	500000	
)	Workmen's Compensation	0	
10	Money	7000000	
11	Electronic Equipment	0	
12	Neon and Illuminated Signs	0	

Name of Financial Institution	THE VAIJAPUR MERCHANT'S CO-OP BANK LTD
Risk Location	PLOT NO 209/2010, MAIN ROAD, LASUR STATION AT GANGAPUR, DIST AURAGABAD 423702

Co insurance Details			
Co insurance Name	Co insurance Type	Co insurance percentage	
	1		

Terrorism Sum Insured	
Terrorism Premium	0.00

#### **PREMIUM DETAILS**

	Taxable Value	CGST	SGST/UTGST	IGST	CESS
Rate		9.00	9.00	0.00	0.00
Amount	₹41180.50	₹3706.25	₹3706.25	₹0.00	₹0.00
Total Tax		₹7412.5	Total	Value	₹48593.0

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.

The issuance of this Insurance Policy is subject to satisfactory verification of KYC documentation of the Client / Policyholder as per IRDAI Master Circular dated 1st August 2022 on AML / CFT. In case, if any discrepancy is found in KYC Verification of the Client / Policyholder, it is agreed by the Client / Policyholder to complete / rectify the discrepancy found in the KYC documents /information for the generation of CKYC Number, failing which the policy will be considered ineffective / suspended / cancelled and no claim will be payable under this Insurance Policy.

SECTION: 01A Stocks at Business Premises

Stocks at Business Premises Sum Insured: 45,000,000

Stock of Gold: Rs. 4,00,00,000/-Stock of Silver: Rs. 50.00.000/-

-----

PROPERTY INSURED ON PREMISES WITH SAFETY PARAMETERS i.e.

STRONG ROOM + SAFE + CCTV CAMERA INSATLLED IN ALL THE

PREMISES. (With Vaulting Warranty i.e. Warranted that

Property & Cash & Currency Notes whilst at the Premises

specified in the Schedule shall be secured in locked safe at

Notwithstanding anything stated to contrary it is hereby

agreed and declared to extend the coverage of loss of stock

due to theft/attempted theft, whilst contained in the

insured premises during the business hours by a person who

is legally entitled to be present at the premises i.e.

customers, shoppers and visitors but excluding insured and

person(s) who are representatives of the insured such as

 $agents,\,employees,\,partners,\,workers,\,cutters,\,goldsmiths,\\$ 

Angadia's etc.

Insured shall bear an excess of 10% of claim amount or Rs.  $\,$ 

25000/-(Rupees Twenty five thousand only) whichever is

higher on each and every claim pertaining to shoplifting.

Warranties for shoplifting extension.

1. Warranted a compulsory installation of a CCTV camera in

the insured premises with compulsory coverage and video

recording of business activities on daily b	asis	
2. Warranted a daily physical stock taking	g of the goods.	
Rest all terms as per standard policy wor	ding of JBP.	
Add-on Covers		
Earthquake	Sum Insured: 45,000,000	
Flood , Storm & Tempest	Sum Insured: 45,000,000	
SECTION : 01B Stock-Insrd/Employee (\$	ec IBi)	
Custody-Insured, Employees etc Rs 3000	00 Sum Insured: 300,000	
Angadia Rs. 25,00,000/-	Sum Insured: 2,500,000	
Business Furniture, Elec Inst Rs. 5,00,00	0/- Sum Insured: 500,000	
Occupation : J003 Jeweller' Premi: Any One Year(AOY)	Sum Insured: 500,000	
Money in direct transit from or to the prer 20,00,000/- (20 Lakhs)	nises Rs. Sum Insured: 2,000,000	
	••••••	
Money in direct transit between collection and Bank Rs. 20,00,000/- (20 Lakhs)		
Money in premises (Busn Hours)  Money in premises during business hours	Sum Insured: 1,000,000 Rs. 10,00,000/-	
(10 Lakhs)		
Money in locked safe, strongroom, steel a cash box outside business hours Rs. 10,		

Add Ons/Extensions Shoplifting - Upto Rs 20 lacs Sum Insured: 2,000,000
PROPERTY INSURED ON PREMISES WITH SAFETY PARAMETERS i.e.
STRONG ROOM + SAFE + CCTV CAMERA INSATLLED IN ALL THE
PREMISES. (With Vaulting Warranty i.e. Warranted that
Property & Cash & Currency Notes whilst at the Premises
specified in the Schedule shall be secured in locked safe at
Notwithstanding anything stated to contrary it is hereby
agreed and declared to extend the coverage of loss of stock
due to theft/attempted theft, whilst contained in the
insured premises during the business hours by a person who
is legally entitled to be present at the premises i.e.
customers, shoppers and visitors but excluding insured and
person(s) who are representatives of the insured such as
agents, employees, partners, workers, cutters, goldsmiths,
Angadia's etc.
Insured shall bear an excess of 10% of claim amount or Rs.
25000/-(Rupees Twenty five thousand only) whichever is
higher on each and every claim pertaining to shoplifting.
Warranties for shoplifting extension.
1. Warranted a compulsory installation of a CCTV camera in
the insured premises with compulsory coverage and video
recording of business activities on daily basis
2. Warranted a daily physical stock taking of the goods.
Rest all terms as per standard policy wording of JBP.
Risk Location Address :
PLOT NO 209/2010, MAIN ROAD, LASUR STATION
AT GANGAPUR, DIST AURAGABAD 423702
Stock of Gold : Rs 4,00,00,000/-
Stock of Silver : Rs. 50,00,000/-

## Terrorism

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.

The Coverage mentioned above is not exhaustive. For detailed coverage and exclusions, please refer the policy wordings. Please go through the Policy and in case of any discrepancy, please inform us.

In witness whereof, the undersigned being duly authorized has here unto set his/her hand on this policy on Date 26/07/2024 at gurgaon.

Corporate Identity No (CIN) U74899DL2000PLC107621

Service Tax No : AAACI7573HST001

## JEWELLERS BLOCK POLICY WORDING

## **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 interests under the Sections specified as operative in the Schedule and 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 "Scheduleâ€.

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.

## **DEFINITION OF WORDS**

## 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 and You have agreed that this Proposal shall be deemed to be of promissory nature and effect.

## 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. 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.

## 4. Endorsement

It means any alteration made to the Policy which has been agreed to by Us in writing.

## 5. Sum Insured

It means the monetary amounts shown against any Item or Section of the Policy.

# 6. We/Ours/Us

It means THE IFFCO-TOKIO GENERAL INSURANCE COMPANY LTD.

## 7. You/Your

It means the persons named as Insured in the Schedule.

#### 8. What is Covered

It means the damages/perils/contingencies which are covered under the Policy and for which We have liability in the event of claim occurrence.

## 9. What is Not Covered

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

#### 10. Terrorism

It means an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious ideological or similar purpose including the intention to influence any government and/or to put the public or any Section of the public in fear and includes any action taken in controlling, preventing or suppressing any act of Terrorism

## 11. Period of Insurance

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

## 12. Policy Period

It means the period commencing from the effective date and hour as shown in the Policy Schedule and terminating at midnight on the expiry date as shown in the Schedule.

## 13. 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.

## 14. Market Value

It means the replacement value of insured property or item as new at the time of Damage less due allowance for betterment, wear and tear and/or depreciation OR the value which can be realised from the market for such insured property immediately before the occurrence of damage, whichever is lower.

## 15. Damage/Damaged

It means loss or damage of the insured property.

## 16. 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.

## 17. Family

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

## 18. Money

It means cash, current coins, bank and currency notes, cheques, postal orders, current postage stamps which are not part of a collection and luncheon vouchers.

## 19. Personal Effects

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

## 20. Accident (For All sections other than Personal Accident)

It means 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.

#### 21. 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.

#### 22. Extensions

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

#### 23. Business

It means Your business or trade as specified in the Schedule and includes the ownership, maintenance and repair of Your premises.

## 24. Contribution:

It means essentially our right to call upon other insurers, liable to the same insured person, to share the cost of an indemnity claim on a rateable proportion of Sum Insured.

## 25. Renewal

It means the terms on which the contract of insurance can be renewed on mutual consent.

## 26. Dependent child

It means a child (natural or legally adopted), who is financially dependent on the primary insured or proposer and does not have his/her independent sources of income.

## 27. Disclosure to information norm:

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

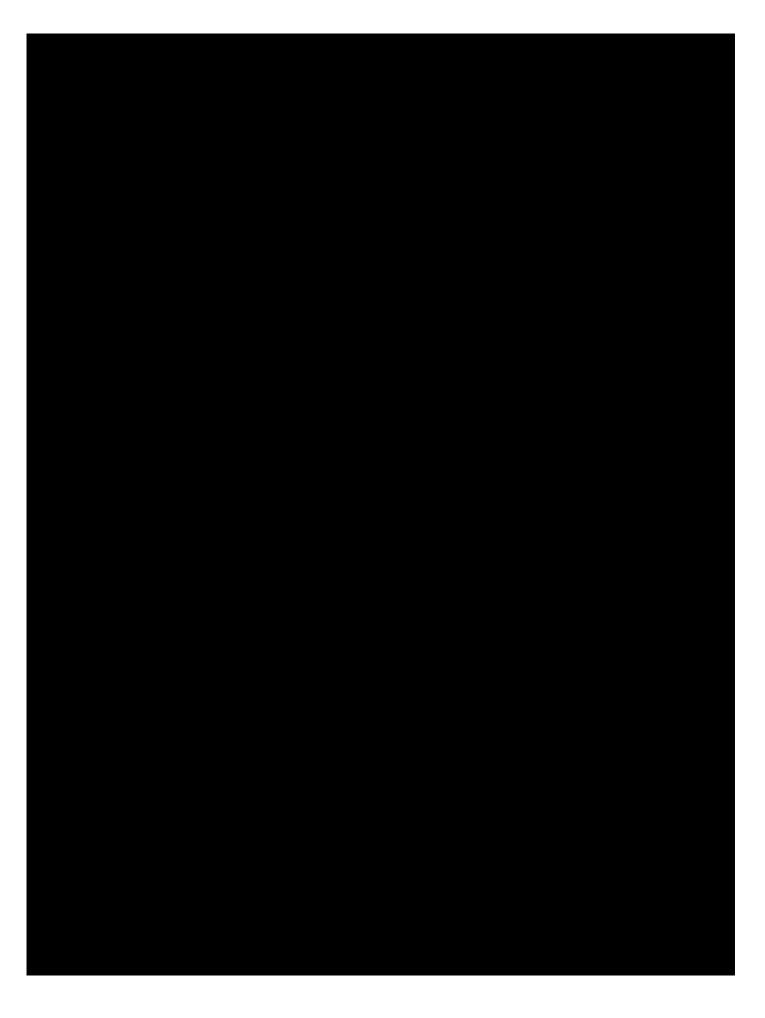
## **GENERAL CONDITIONS**

(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 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. You shall not withdraw or vary the protection and or safeguards as are referred to in the Proposal Form to the determent of Our interest without Our consent. You shall also supervise that all doors, windows and means of entrance or exit are secured properly outside business hours.

## 2. Notice



- d) Take over and conduct in Your name or name of any person seeking benefit under this Policy the 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.

#### 28. Pair or Set Clause

In the event of Damage to any article forming part of a pair or set, We shall pay the value of the particular part or parts without reference to any special value of the part or parts forming part of a pair or set, but in any event Our liability shall not exceed the proportionate part of the Sum Insured in respect of the pair or set.

## 29. Discovery Clause

We will not be liable to make any payment under this Policy in respect of any Damage if discovery thereof be not made within 60 days of the same.

## 30. Fraud

If a claim is fraudulent in any respect with or without Your knowledge, all benefits and rights under the Policy shall be forfeited.

## 31. Contribution Clause

If, when any claim arises, there is any other insurance covering the same matter property, interest, liability, cost, We will pay only a rateable proportion of the claim. This condition does not apply to Personal Accident, Section 4.

## 32. Cancellation

We may cancel this Policy by sending 14 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 the 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 14 days written Notice to Us. We will then allow a refund after retaining the premium based on the following Short Period Table.

Period of cover upto	Refund of Annual Premium Rate (%)
1 Month	75%
3 Months	50%
6 Months	25%
Exceeding Six Months	Nil

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

## 33. Arbitration:

If any dispute or difference shall arise as to the quantum to be paid under the policy liability being otherwise admitted such difference shall independently of all other questions be referred to the decision of the sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 thirty days of any party invoking arbitration the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute difference and the third arbitrator to be appointed by two such arbitrators and arbitration shall be conducted under and in accordance with the provisions of the arbitration and conciliation act, 1996. It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided, if we have disputed or not accepted liability under or in respect of this policy. It is understood, however, that the insured shall have the right at all times during currency of the policy to communicate only, with the leading or issuing office in all matters pertaining to this insurance.

#### 34. Disclaimer Clause

If we shall disclaim Our liability in any claim, and such claim shall not have been made the subject matter of a 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.

#### 35. Reinstatement of Sum Insured:

The Sum's Insured Limit under

Section 1 Stocks in Trade including Goods on Trust or Commission,

Section 2 Building and Other Contents,

Section 3 Fixed Glass and Sanitary Fittings

Section 6 Money,

Section 7 Electronic Equipment Insurance

Section 8 Neon and Illuminated Signs, Hoarding and Trade Equipment

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 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

#### 36. Interest Penalty Clause

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

## 37. Geographical Limit

The Geographical Limit of this Policy will be India. The provisions of this Policy shall be governed by the law of India for the time being in force. The parties hereto unconditionally subject to the jurisdiction of the Courts in India.

## 38. Free Lookup Period:

You will be allowed a period of at least 15 fifteen days from the date of receipt of the policy to review the terms and conditions of the policy and to return the same if not acceptable stating the reasons therein for doing so.

If you have not made any claim during the free look period, then you shall be entitled to :

- I. A refund of the premium paid less any expenses incurred by us
- II. Where the risk has already commenced and the option of return of the policy is exercised by you, a deduction towards the proportionate risk premium for period on cover less any expenses incurred by us
- III. Where only a part of the risk has commenced, such proportionate risk premium commensurate with the risk covered during such period less any expenses incurred by us on medical examination of the insured persons and the stamp duty charges.
- **39. Grievance or Complaint:** You may register a grievance or complaint by visiting our website www.itgi.co.in you may also contact the branches from where you have bought the policy or grievance officer who can be reached at our corporate office.
- 40. Withdrawal & Alteration of Policy Conditions: The policy terms and conditions may undergo alteration as per the IRDA Regulation. However the same shall be duly notified to you at least three months prior to the date when such alteration or revision comes into effect by registered post at your last declared correspondence address. The timeliness for revision in terms and rates shall be as per the IRDA Regulation.

A product may be withdrawn with the prior approval of the Authority and information of withdrawal shall be given to you in advance as per the IRDA guidelines with details of options provided by us. If we do not receive your response on the intimation of withdrawal, the existing product shall be withdrawn on the renewal date and you shall have to take a new policy available with us, subject to terms & conditions.

**43. Protection of Policy Holderâ**€™**s Interest:** in the event of a claim, if the same is found admissible under the policy, we shall make an offer of settlement or convey the rejection of the claim within 30 thirty days of receipt of all relevant documents and investigation assessment report if required. In case the claim is admitted, the claim proceeds shall be paid within 7 seven days of your acceptance of our offer. In case of delay in payment, we shall be liable to pay interest at a rate which is 2.0% two percent above the bank rate prevalent at the beginning of financial year in which the claim is received by us.

## **WARRANTIES**

## (These apply to the whole Policy)

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 as may be substituted for it by Endorsement signed by Us 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 kept in a place other than where the 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 buildings 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)

# 1. War Risk:

We will not pay for

Any 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 or loot or pillage in connection therewith.

# 2. Confiscation:

Any Damage due to confiscation, 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.

## 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, or other article 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.

## 8. Terrorism

Any Damage due to an act of Terrorism.

## SECTION 1 STOCK IN TRADE INCLUDING GOODS IN TRUST OR ON COMMISSION

## Scope

In the event of Damage to Property Insured as specified in the Schedule happening during the currency of the Policy in accordance with WHAT IS COVERED, We will indemnify You against such Damages subject to the limits stated in the Schedule.

## Coverage

## WHAT IS COVERED

The ambit of this cover is:

Item A Damage to property insured as stated in the schedule whilst contained in the premises where Your business is carried on by Fire, Explosion/Implosion, Lightning, Aircraft damage, Riot, Strike, Malicious damage, Theft/attempted theft involving violent and forcible entry into or exit from the premises, Robbery, Dacoity and Hold up.

Item B Damage to property insured under i and ii of Item B, Section 1 of the Schedule and carried /conveyed /distributed outside the insured premises for the purpose of Your business by any cause whatsoever except as hereinafter provided under WHAT IS NOT COVERED

Item C Damage to property insured whilst in transit as specified under i, ii, iii of Item C, Section 1 of the Schedule within the Geographical Limit by any cause whatsoever except as herein after provided under WHAT IS NOT COVERED

## WHAT IS NOT COVERED

We will not be liable for:

- Damage to property insured which may be sustained whilst it is being worked upon or from any process of its cleaning, replacing or restoring and directly resulting therefrom.
- Property missing at stock taking in respect of which no claim has been previously notified unless You prove that Damage occurred due to a peril covered by the Policy.
- Damage to property insured whilst at any public exhibition whether promoted or financially assisted by any public authority or by trade association or otherwise.
- 4. Theft or disappearance of property insured from road vehicles of every description owned or hired by You or under Your control or that of Your partners, servants, agents or representatives where such vehicles are unattended.
- Damage caused by or arising from depreciation, gradual deterioration, wear and tear, moth, vermin and mildews.
- 6. Damage to any item of glass, crockery, porcelain, chinaware and other articles of brittle or fragile nature unless such Damage arises from accident to vessel, train, vehicle or aircraft by which such property is conveyed.
- 7. Damage occasioned by theft, connivance or dishonesty or any attempt thereat where

- c) Any customer or broker or angadia(s) or cutters or goldsmith in respect of property hereby insured entrusted to them by You, Your servants or agents.
- 8. Any Damage following use of key to the safe or any duplicate thereof belonging to You unless such key or duplicate key has been obtained by threat or violence.
- Damage to the property insured whilst in window display at night or whilst kept out of safe after business hours except as provided in Out Of Safe Limit provision given below.
- 10. Damage to the property insured whilst being worn or used by You or any principal, director or partner or their Family members relatives or friends or whilst in their custody for this purpose.

## **Limit Of Liability**

OUT OF SAFE LIMIT: It is a condition of this insurance that Our liability shall not exceed 20% of total Sum Insured under Item A, Section 1 of the Schedule for stocks kept out of locked safe and/or strong room outside business hours. However, no such property can be kept on display windows outside business hours. Also, this limit is available only for premises having security / protection arrangement as per Class I or Class II in warranty below. For premises having no security/protection arrangement Class III) no cover is available for stocks kept outside safe out of business hours.

## **SPECIAL WARRANTIES**

It is warranted that

- 1. All stocks whilst at premises specified in the Schedule shall be secured in a locked burglar proof safe at night and at all times out of business hours except as stated in the Limit of Liability provision above.
- 2. The securities / protection arrangements for the insured premises comply with the appropriate Class as described below:
- CLASS I: The insured premises specified in the Schedule of the Policy are protected by employment of exclusive watchman / watchmen all 24 hours of the day and that they will so continue to be employed during the currency of the Policy.
- CLASS II: The insured premises specified in the Schedule of the Policy are protected by employment of common watchman/watchmen for the whole building or night watchman/watchmen as the case may be at the insured premises and they will continue to be so employed during the currency of the Policy.
- CLASS III: The insured premises specified in the Schedule do not have any specific security arrangements.
- 3. Applicable to Item B, Section 1:
- a) If the stock with any one person covered under Item B of this Section exceeds Rs.2 lacs, it shall be secured is an inbuilt locker of a steel cupboard or steel almirah after business hours at all times when the carrier of the stock is not in actual transit.
- b) The Sum Insured under Item B should not exceed the Sum Insured under Item A, for this Section.
- c) You shall cause the person to whom the insured property is entrusted to maintain a daily record of the property quantity, quality and value entrusted by all persons to them. Such records shall be produced as documentary evidence in support of a claim under the Policy.
- d) Jangads/ any other entrustment shall be pre-numbered serially and shall be prepared in duplicate and copies produced as documentary evidence in support of a claim under the Policy.

## SPECIAL CONDITIONS

#### 1. Valuation Clause

The basis of valuation for properties insured under this Section shall be Your material purchase cost plus tenpercent thereof towards labour/ making charges. or otherwise mutually agreed current price of stock plus maximum of 10% towards labour/making charges.

## 2. Average Condition

If the property covered hereby on Your insured premises shall at the time of any Damage by any peril hereby insured under Item A be collectively of greater value than the Sum Insured thereon, You shall be considered as being Your own Insurer for the difference and shall bear a rateable share of Damage accordingly.

## ADDITIONAL BENEFITS

1. This Section also covers the cost of opening safes and or strongrooms or changing locks or other necessary remedial works in the event of keys to them being damaged as a result of perils insured under Item A of this Section and we have liability under Item A, Section 1. The maximum liability for tis purpose shall be 2% two percent of the Sum Insured of Item A, Section 1.

## **SECTION 2 BUILDING AND OTHER CONTENTS**

## PART A OTHER CONTENTS.

## **Property Insured**

## Item 1: Business and Office Furniture:

Business and trade furniture, fixtures, fittings including electrical installations, safes of insured premises, office machinery and electrical & mechanical appliances, tools and instruments for business, electronic equipments if not covered under Section 7 belonging to You or for which You are responsible.

## Item 2: Interior Decoration

Interior decorations, improvements, landlord's fixtures and fittings, shop fronts and that portion of the structure of the Building for which You are responsible as tenant.

# Item 3: All Other Contents:

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

- a) Patterns, models, moulds, designs, plans, deeds, printed books and unused stationary, business records, manuscripts, business books but only for the cost of materials and clerical labour expended in reproducing such records and not for value to You of the information contained therein.
- b) Computer system records for the cost of material and of clerical labour and computer time expended in reproducing such records but not for the value to You of the information contained therein.
- c) Telephone, gas and electric meters.
- d) So as they are not otherwise insured, Your partners, directors, employees, customers or visitors personal effects of every description other than motor vehicles, jewellery, money etc. for an amount not exceeding Rs.5,000/- five thousand only in respect of anyone person.
- e) Any other Items specified in the Schedule.

## PART B BUILDING

It shall mean buildings including outbuildings which are not of kutcha construction belonging to You including, boundary walls, gates and fences plinths and

ia subject to its not being otherwise excluded, we will indemnify against such Damage to property insured at Your insured premises. 1. Fire 2. Lightning 1. Damage caused to the property insured by a.) Its own fermentation, natural heating or spontaneous combustion. b.) Its undergoing any heating or drying process. 3. Explosion / Implosion. 3. Damage to boilers other than domestic boilers, economisers or other vessels machinery or apparatus in which steam is generated or their contents resulting from their own explosion implosion or damages caused by centrifugal force 4. Damage caused by pressure waves. 4. Damage caused by an aircraft, other aerial or space devices and articles dropped therefrom. 5. Damages caused by a.) Total or partial cessation of work or the retarding or interruption or cessation of any 5. Riot, Strike and Malicious Damage :- Visible physical Damage by process or operation or omission of any kind. external violent means directly caused to the property insured. b.) Permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building or prevention of access to the same. 6. Earthquake, Fire and/or Shock â€" Damage to property insured c.) Burglary, housebreaking, theft, larceny or any other such attempt or any omission of including by fire occasioned by or in consequence of earthquake including any kind of any person whether or not such act is committed in connection with the flood or overflow of the sea, lakes, reservoirs and rivers and/or landslide disturbance of public peace in any malicious act. rockslide resulting therefrom. 8. Damage by vehicle animals belonging to or owned by You or Your Family or Your domestic employees. 7. Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and 9. Damages caused by :-Inundation a.) Normal cracking, settlement or bedding of new structures. b.) Settlement or movement of made up ground. 8. Impact Damage by any rail/road vehicle or animal by direct contact. c.) Coastal or river erosion. 9. Subsidence and Landslide including Rockslide: Damage caused by d.) Defective design or workmanship or use of defective material subsidence of the part of site on which the insured property stands or e.) Demolition, construction, structural alteration or repair of any property or ground landslide rockslide work or excavation 12. Damage caused by 10. Bursting and overflowing of water tank, apparatus and pipes. a.) Repairs or alteration to the insured premises. b.) Repairs, removal or extension of the sprinkler installation. c.) Defects in construction of the insured premises known to You. 11. Missile testing operations. 13. Damage caused by Forest Fire. 12. Leakage from automatic sprinkler installations. 14. Damages caused to the insured property by pollution or contamination except as covered under Item 14 of WHAT IS COVERED. 15. Damage caused by theft, attempted theft including larceny by You or any member of

- 13. Bush Fire.
- a.) Pollution or contamination which results from any insured peril mentioned above.
- b.) Any insured peril mentioned above, which results from pollution or contamination.
- 15. Theft or attempted theft involving violent and forcible entry into or exit from the insured premises, robbery and dacoity.
- 16. Impact damage by falling trees, telegraph electric poles, pylons or lamppost or any part of them.
- 17. Breakage, collapse and or falling of television or radio aerials, external satellite dishes, aerial fittings and masts.
- 18. Damage resulting from action of civic authorities in attempting to prevent the spread of a fire.

Your Family whether as principal or accessory.

- 16. a.) Damage caused as a result of felling or lopping of trees by You or on Your behalf.
- b.) Damage caused to gates and fences.
- 17. Damage to the satellite dish or aerial itself
- 19. Damage to any electrical/electronic equipment, machines, apparatus, fixtures, fittings by overrunning, excessive pressure, short-circuiting, arcing, self-heating or leakage of electricity from whatever cause lightning included, provided that this exclusion will apply only to the particular machine, apparatus, fixtures, fittings so affected and not to other machines, apparatus, fixtures, fittings, which may be damaged by fire so set up.
- 20. Expenses necessarily incurred by You on Architect, Surveyor and Consulting Engineers fees and Debris Removal following Damage to property insured by an insured peril in excess of 3% and 1% of the claim amount respectively.
- 21. Damage to property insured if removed to any building or premises other than in which it is herein stated to be insured.
- 22. a.) An Excess of 5% of each claim subject to a minimum of Rs.10,000/- (Rupees ten thousand) in respect of each and every loss arising out of Act of God perils such as lightning, storm, tempest, flood, inundation, subsidence, landslide and rockslide, earthquake fire and or shock covered under the Policy.
- b.) An Excess of Rs. 10,000/- Rupees ten thousand for each and every Damage arising out of other perils in respect of which You are indemnified by this Policy

## SPECIAL PROVISION

\_\_\_\_\_

## 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 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 3 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.

#### Applicable to both Parts A & B

It is also provided that reinstatement is carried out with reasonable dispatch and within 12 months from the date of Damage or within such period as We may allow.

## **SPECIAL CONDITION**

#### 1. 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.

2. 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.

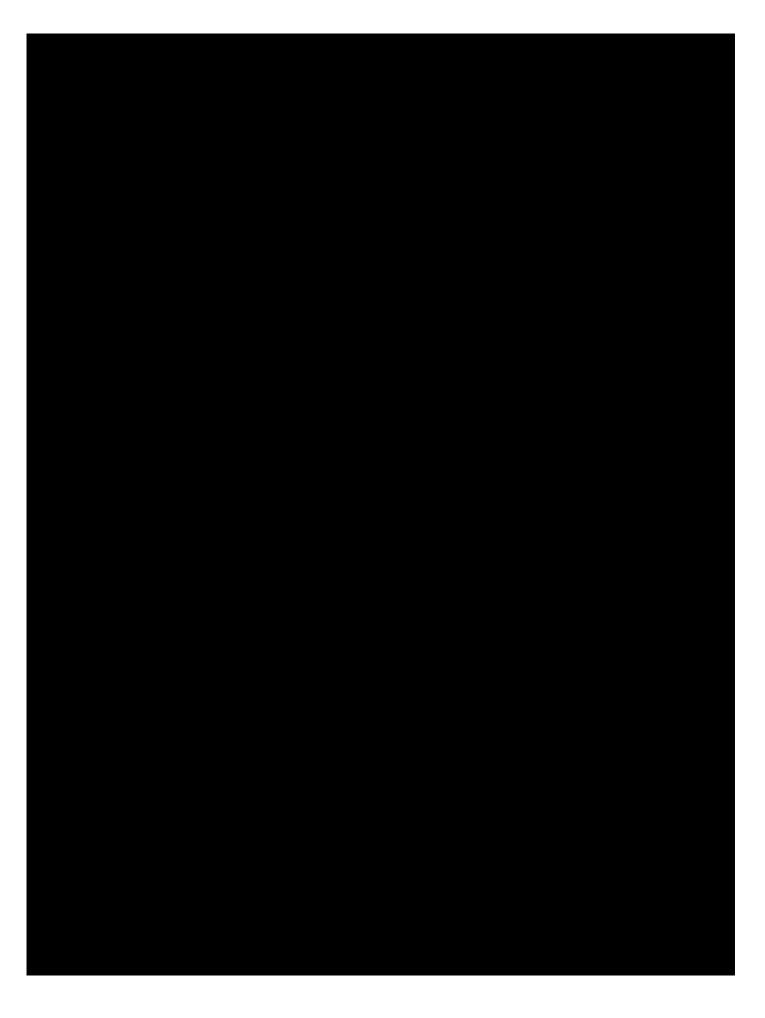
However, We may agree to continue the insurance subject to revised rates, terms and conditions provided that we have been given express notice within 7 seven days of such fall or displacement of the building.

3. 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.

## **ADDITIONAL BENEFIT**

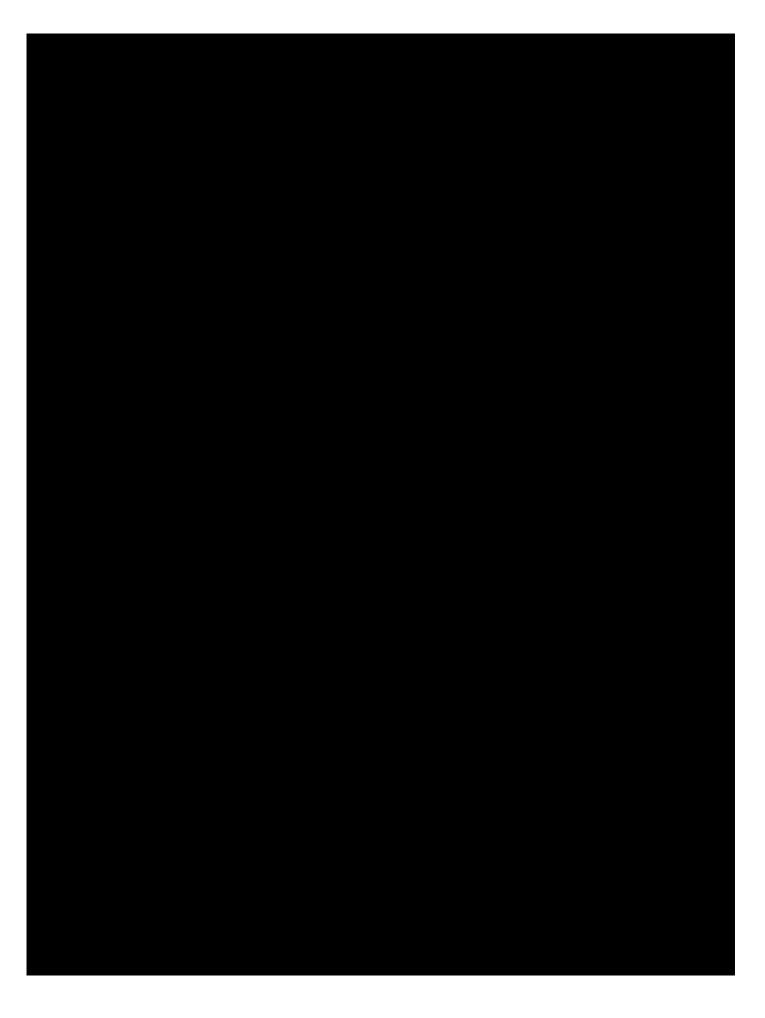
## 1. LOCAL AUTHORITY REQUIREMENT

WHAT IS COVERED	WHAT IS NOT COVERED
	We will not be liable for:
We will pay for the additional cost of reinstatement of property damaged	The cost incurred



It shall mean separation of the hand at or above the wrist and/or of the foot at or above the ankle respectively. 8. Permanent Total Disablement The bodily injury which as its direct consequence immediately or in foreseeable future will 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. 9. 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 when the Insured Person is fit enough to resume duty or engage in any kind of occupation, as certified by a Medical Practitioner. It means 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 means accidental physical bodily harm excluding illness or disease, solely and directly caused by external, violent and visible and evident means which is verified and certified by a Medical Practitioner. 3. Accident It means a sudden, unforeseen and involuntary event caused by external, visible and violent means. 4. Medical Practitioner A Medical Practitioner is a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of license.

	3. 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 the sum payable under
	Benefit 1 of this Section.
	Payment of compensation in respect of death or 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 in any duly
	licensed standard type of aircraft anywhere in the world.
	d.) Pregnancy or childbirth.
	e.) Veneral 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.
TABLE OF BENEFITS	% OF CAPITAL SUM INSURED
1. 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



p.) Loss of at least 50% of all sound and natural teeth, including capped or	2
eroded teeth	% as assessed by Doctor
q.) Any other permanent partial disablement	1% of C.S.I or Rs. 5000/- (Rupees five thousand) per week whichever is lower.
6. Temporary total disablement	

## **ADDITIONAL BENEFITS**

## COVER

- 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.
- Cost of clothing of Insured Person Damaged in the Accident for which liability is admitted by Us.
- 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 Benefits) 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 Benefits of Insured Person following Accident for which

# **BENEFIT**

2% of Capital Sum Insured

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

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

Rs. 1000/- (Rupees one thousand) 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.

it means one occurrence or number or occurrences ansing directly or indirectly from one source or original source.
5. Insured Person
It means You, Your partners, directors or Your employees aged between 18 eighteen years and 70 seventy years permanently working with You at the insured
premises.
6. Pollution
It means pollution or contamination of the atmosphere or of any water, land or other tangible property.
7. Limit of Indemnity
It means the total monetary amount of Our liability for one event/accident and all events accidents during the Policy Period. Our total liability to pay compensation,
claimant's cost, fees and expenses, defence costs shall not exceed Limit of Liability Sum Insured opted by You under this Section.
8. Retroactive Date
It means the date when the risk is originally incepted under a claims made Policy and thereafter renewed without break in the period of cover.
9. Defence Cost
It means all costs, fees and expenses incurred with Our prior consent in the investigation, defence or settlement of any claim made against You or any Insured
Person and the cost of representation at any inquest, enquiry or any other proceedings in respect of matters which have a direct reference to any claim made or

ADDITIONAL DENESITO	
ADDITIONAL BENEFITS	
The Dublic Lightlity Section of the Delicy also sovers unto 20% turn	norty persons of the limits of liability within everall liability i.e. Sum locured
	enty percent of the limits of liability within overall liability i.e. Sum Insured
	ft, dishonesty or improper conduct by any visitor in Your insured premises
resulting in their wrongful detention, false or malicious prosecution	rorraise imprisoriment.
PART B WORKMEN'S COMPENSATION	
WHAT IS COVERED	WHAT IS NOT COVERED
If You are liable at law for:	We will not be liable for
Accidental injury to any employee mentioned in the Schedule relating to	Any interest and or penalty imposed on You on account of failure to comply with
this Sub-Section happening during the Policy Period arising out of and in	requirements laid down under Workmen's Compensation Act 1923 and subsequent
the course of employment with You in respect of Your business mentioned	

# DEFINITION

- i) Money shall mean and include cash, bank drafts, bank and currency notes, current coins, cheques, postal orders, money orders and current postage stamps.
- ii) Bank shall mean and include bank of every description, post office, government treasury.
- iii) 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.
- iv) 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.

## WHAT IS COVERED

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

## Circumstance(s) or Situation(s):

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.

## WHAT IS NOT COVERED

We will not be liable for

- 1. Shortage of Money due to error or omission.
- Loss of Money entrusted to any person other than You, Your partners, directors or Your Authorised Representatives.
- Loss arising from fraud or dishonesty of Your employee or Authorised Representative unless such loss is discovered within 48 hours of its occurrence.
- 4. 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.
- 5. Loss of Money insured by any other Policy except in respect of any excess beyond

- 2. 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.
- 3. Loss of Money due to fire, explosion/implosion, lightning, aircraft damage, riot, strike, malicious damage house breaking, burglary, robbery, dacoity and hold-up whilst in insured premises during business hours.
- 4. Loss of Money due to fire, explosion/implosion, lightening, aircraft damage, riot, strike, malicious damage; house breaking, burglary, robbery, dacoity and hold-up whilst in locked safe or strongroom or locked steel almirah inside the insured premises outside business hours.

- the amount which would have been payable under such Policy or Policies had this insurance not been affected.
- 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.
- Loss of Money in transit outside the limits of the city/town where the insured premises are located.

## **SPECIAL CONDITIONS**

- 1. You shall keep a complete account of Money contained in safe, strong room or steel almirah 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 shown by such records of books of accounts, not exceeding the amount stated in the Schedule.
- 2. It is provided that the Money in the premises is deposited in safe, strongroom or steel almirah under lock and key out of business hours.

# SECTION 7 ELECTRONIC EQUIPMENT INSURANCE

## WHAT IS COVERED

If the Electronic Equipment installation including computer, fax machine or any other electronic item including accessories and/or data carrying material belonging to You or for which You are responsible is Damaged whilst contained in Your insured premises by any cause other than those excluded, We will pay for the cost of repair or replacement or at Our option repair, reinstate or replace such Damaged equipment or items, accessories, tape or data carrying material.

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 Your insured premises or during subsequent re-erection.

## WHAT IS NOT COVERED

We will not be liable for

- a.) In respect of Personal Computer, 5%(five percent) of the claim amount subject to a minimum of Rs. 2,500/- (Rupees two thousand five hundred)
- b.) In respect of Electronic Equipment with value upto Rs. 100,000/- (Rupees one lakh),
- 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.
- c.) In respect of Electronic Equipments with value more than Rs. 100,000/- (Rupees one lakh ).
- 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 partners, directors or Your employees, whether such faults/defects were known to Us or not and any wilful act or negligence of You ,Your employees, directors, partners or representatives.
- 3. Damage due to continuous influence of operation (e.g. wear and tear, cavitation,

erosion, corrosion, incrustation) gradual deterioration and climatic condition other than those described and covered as insured perils in Section 2.

- 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 the terms of Maintenance Agreement.
- 6. Damage to rented or hired equipments to You for which owner is responsible either by law or under lease and/or Maintenance Agreement.
- 7. Cost incurred/time involved in the movement of equipment and/or other property and/or personnel outside Geographical Limits, other than cost of delivery for equipment parts Damaged.
- 8. Damage to consumable items (e.g. bulbs, valves, tubes, ribbons, fuses, seals, belts, wires, chains, 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.
- Any cost required for alteration, improvement or overhaul or for making drawings, patterns and core boxes.

## **WARRANTIES**

It is warranted that a Maintenance Agreement for the Electronic Equipment installations 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 installations 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 lakh)

## **SPECIAL PROVISIONS**

\_\_\_\_\_

## 1. SUM INSURED

It is a requirement under this Section of the Policy that the Sum Insured shall be equal to cost of replacement of Electronic Equipment as 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.

# 2. BASIS OF CLAIM SETTLEMENT

If the insured equipment is Damaged, We will pay for expenses necessarily incurred to restore the damaged equipment to its former state of serviceability (Repair Basis) or pay the Market Value of the equipment if the cost of its repair exceeds or equals the Market Value of the equipment 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.

- i.) Cost of dismantling and re-erection for the purpose of repairs.
- ii.) Ordinary freight to and from the repair shop.

SPECIAL CONDITIONS		

## 1. AVERAGE (UNDER-INSURANCE)

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.

2. 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.

2,500/-( 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 8**

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

# **Property Insured**

Item-1: Neon and Illuminated Signs.

Item-2: Hoardings.

Item-3: Other Trade Equipments as specified in the Schedule.

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

## WHAT IS COVERED

## WHAT IS NOT COVERED

We will indemnify You against Damage by any cause not otherwise

We will not be liable for:

excluded hereafter to the property insured whilst on the premises for

Items (1) and (2) and anywhere within the Geographical Limits specified

1) a) First Rs.1,000/-(Rupees one thousand) or 5% (five per cent) of the claim amount

under the Policy for Item (3).

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 Iluminated Signs 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 PROVISIONS

# 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.