

# RQBE SME Business Package Policy

## Policy Wordings

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This Policy Wordings provides detailed terms, conditions and exclusions for all Sections available under this Package Product. Kindly refer to the Policy Schedule/Certificate of Insurance to know exact details of Sections opted by You. Only Wordings, Terms and Conditions related to Sections mentioned in Your Policy Schedule/Certificate of Insurance are applicable. If the Section(s) and respective Sum Insured/Limits are not mentioned in the Policy Schedule/Certificate of Insurance means the same is/are not opted by You.

**A. PREAMBLE**

Whereas the Insured described in the Policy Schedule/Certificate of Insurance hereto (hereinafter called the "Insured") by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to Raheja QBE General Insurance Co. Ltd. (hereinafter called the Company) for the insurance hereinafter contained and has paid premium as consideration for such insurance during the period stated in the Policy Schedule/Certificate of Insurance or during any further period for which the Company may accept payment for the renewal or extension of this Policy.

**B. OPERATIVE CLAUSE**

We hereby agree subject to the terms and conditions contained herein or endorsed or otherwise expressed hereon, to indemnify You to the extent and in the manner specified herein, against any loss or damage to the Property insured due to operation of any of the insured perils during the Policy Period.

**C. COVERAGE SECTIONS**

Section No.	Section Name
1	Fire and Allied Perils
2	Consequential Loss (Fire) Insurance
3	Burglary Insurance
4	Money Insurance
5	Machinery Breakdown Insurance
6	Electronic Equipment Insurance
7	Fidelity Guarantee Insurance
8	Plate Glass / Neon Sign / Glow Sign
9	All Risk (Portable Equipment)
10	Baggage
11	Public Liability
12	Employee Compensation

**D. DEFINITIONS APPLICABLE TO ALL SECTIONS**

Definitions below are applicable to all sections. However, in case of any specific definitions mentioned under the respective section, same will be applicable for that section.

1. Accidental means a fortuitous event or circumstance that is sudden, unexpected and unintentional.
2. Act means, unless expressly stated otherwise, the Public Liability Insurance Act and Public liability Insurance Rules, 1991 as amended from time to time.
3. Agreed Value means an amount agreed between You and Us at the policy Commencement Date for items, the value of which cannot be ascertained.
4. Authorised Employee means an Employee of the Insured who is specifically entrusted with Money.
5. Bank means a bank of every description, Post Office, Government Treasury or any financial institution.
6. Boiler shall mean any fired closed vessel or a combined container piping system in which steam is generated under pressure.
7. Bodily Injury means physical injury, illness or disease of or to any third party.
8. Breakage means a fracture extending through the entire thickness of the glass but does not include damage or disfiguration, or, damage caused by or in consequence of fire or artificial heat.
9. Building 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/Certificate of Insurance:
    - 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/Certificate of Insurance.
10. Burglary/Housebreaking means theft involving unforeseen and unauthorized entry into or exit from Your Premises by forcible, violent and detectable means or following assault or violence or threat thereof with the intent to steal contents/property therefrom.
  11. Business means the Business of the Insured as specified in the Policy Schedule/Certificate of Insurance in respect of which this Policy is issued.
  12. Business Hours means the normal trading hours or whilst the Insured or their authorized employees are on the premises for the purposes of the business.
  13. Chemical Explosion shall mean an explosion arising out of chemical reaction in any plant.
  14. Collapse shall mean the sudden and dangerous distortion of any part of Boiler or Pressure Plant by bending or crushing caused by steam gas or fluid pressure whether attended by rupture or not. It shall not mean any slowly developing deformation due to any cause.
  15. Claim means a claim under an Operative clause in respect of an insured event that has taken place against which the Insured has made a demand for payment.  
Claim (Applicable for Section 13 Public Liability Insurance) means the receipt by the Insured of any written or verbal notice of demand for compensation or rectification made by or on behalf of a third party against the Insured, and/or any suit, claim, petition, writ, statement of claim, claim form, summons, application or other originating legal or arbitral process, cross-claim, counterclaim or third or similar party notice served upon the Insured.
  16. Collector means the Collector referred to in the Act.
  17. Commencement Date means date and time from which the Insurance Cover under this Policy begins. It is shown in the Policy Schedule/Certificate of Insurance.
  18. Compensation means monies paid or agreed to be paid by judgment or settlement for Third Party Death, Bodily Injury and/or Property Damage.
  19. Computers mean electronic data processing equipment including software programs.
  20. Contents means those articles or things in Your Premises that are not permanently attached or fixed to the structure of Your Premises.  
Contents (Applicable for section 3 - Burglary Insurance) means the items belonging to the Insured or for which the Insured is legally responsible, or have assumed a responsibility to insure, described below: a) Furniture, Furnishings, Carpets, Curtains and items of similar nature  
b) Machinery and plant, tools, instruments and utensils of trade, unaffixed or portable equipment, office equipment, safes, strong rooms;  
c) Computers, all equipment connected to and operating from Computers, and all disks, tapes, cards or other materials used for storing data;  
d) Advertising material and display equipment;  
e) Where the Insured is a tenant of leased or rented premises:  
i. landlord's fixtures and fittings for which the Insured is liable under the terms of a lease or similar agreement;  
ii. fixtures and fittings, or materials and supplies intended for use in the construction of fixtures and fittings, installed or to be installed for the Insured's own use;  
f) but does not include (unless specifically agreed and mentioned in Your Policy Schedule/ Certificate of Insurance):  
i. Stock;  
ii. Specified Items;  
iii. Deeds, bonds, bills of exchange, promissory notes, money or securities for money, monetary instruments, stamps, business books or documents, books of accounts, cheques, share certificates, tickets, stamps,  
iv. Vehicles or trailers (including their accessories) registered or licensed to travel on a public road, including mobile plant and equipment, cars, sedans, panel vans and trucks, while in the insured premises; - Watercraft, aircraft, locomotives or rolling stock, including their accessories.  
v. Gold or Silver articles, watches, jewellery, precious stones, medals, coins, stamp collections, coin collections, curiosities, sculptures, manuscripts, rare books or documents of any kind.  
vi. Plans, patterns, models, moulds, designs, specifications, blue prints, document of title to goods, contracts or other legal documents or documents of any other kind.  
vii. Clothing and Personal Effects like toiletries, shoes, personal care items, books and items of similar nature.
  21. Deductible or Excess means the amount stated in the Policy Schedule/Certificate of Insurance, which shall be paid first by the Insured in respect of each and every claim made under this Policy.

22. Defence Costs means the expenses incurred by or on behalf of the Insured or the Company in the investigation or settlement or defence of a Claim and shall include legal costs and disbursements.
23. Direct Financial Loss shall mean the loss of moneys and or stock at prime cost belonging to You proved to have been criminally misappropriated and disposed of by the Employed excluding any consequential loss of any kind.
24. Dishonesty refers to breach of faith on the part of the employee resulting in pecuniary loss to the employer which results from such breach of faith on the part of the employee.
25. Documents means written or printed: deeds, wills, agreements, manuscripts, maps, plans, drawings, records, computer data, designs, books of account, books, letters, certificates, documents or forms of any nature whatsoever (excluding any bearer bonds or coupons, bank or currency notes, other negotiable instruments, book debts) all belonging to the Insured, or in their custody, or for which the Insured is legally responsible or have assumed a responsibility to insure.
26. Employee means any person (other than a person whose employment is of a causal nature and who is employed otherwise than for the purposes of the Insured's trade or business) who has entered into a contract of employment with Insured whether such contract of employment is expressed or implied, verbal or in writing.  
Employee (Applicable to Section 11 - Employee Compensation Policy) „Employee or Employees „means such person or persons in direct employment under the Insured in the Business but shall not include any person employed under a Contractor or Sub-Contractor of the Insured unless specifically shown as covered in the Policy Schedule/Certificate of Insurance and by an endorsement.
27. Endorsement means 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.
28. Explosion shall mean the sudden and violent rending or tearing apart of the permanent structure of a Boiler or Pressure Plant or any part or parts thereof by force of internal steam gas or fluid pressure causing bodily displacement of the said structure and accompanied by the forcible ejection of its contents.
29. Fraud means obtaining a pecuniary advantage by the perpetrator of the fraud, through unfair or wrongful means.
30. Frames and frameworks mean a structure; the immediate purpose of which is the enclosure or support of Sign Board/Plate Glass.
31. Glow Sign means frame made of wood/Iron/plastic or any other material, on which advertisements are either affixed as a plastic sheet or painted on glass. The frame has bulbs/ tube lights/CFLs inside or outside the frame which glow by use of electricity.
32. Handling in relation to any Hazardous Substance mean the manufacture, processing, treatment, package, storage, transportation by vehicle, use, collection, destruction, conversion, offering for sale, transfer or the like of such Hazardous Substance.
33. Hazardous Substance means any substance or preparation which is defined as a hazardous substance under the Environment (Protection) Act 1986, as amended from time to time, and exceeding such quantity as may be specified by notification, by the Central Government.
34. Hoarding means a frame made of wood/Iron/plastic or any other material on which advertisements are either affixed or painted, and which does not have any internal electricity mechanism for glowing.
35. Hold up means forcible removal by actual or threatened violence against the Insured or Insured's Authorized Employee(s).
36. Injury means physical bodily injury including death resulting from such injury arising out of an accident but does not include any mental sickness, disease, Occupational Disease, unless caused by such physical bodily injury.
37. Insurable Assets means all Buildings, Plant and Machinery, Furniture, Fixture and Fittings, Stock and all other Contents which, for the purposes of Your Business on any one location, You own, or hold as tenant or occupant, or hold in trust or on commission, or are legally responsible for as part of Your trade, even if You have not taken insurance cover for any of them.
38. Insured means the person or organization specified in the Policy Schedule/Certificate of Insurance but does not include their Contractors or Sub Contractors.
39. Insured Owner means the Person named in the Policy Schedule who owns, or has control over the handling any hazardous substance at the time of accident and includes:
  - a. in the case of a firm any of its partners
  - b. in the case of an association, any of its members
  - c. in the case of a company, any of its directors, managers, secretaries or other officers who is directly in charge of and is responsible to the company for the conduct of the Business.
40. Insured Premises means the place(s) declared for insurance and named in the Policy Schedule/Certificate of Insurance attached to the policy.

41. Insured Property means 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/Certificate of Insurance.
42. Kutcha Construction means 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.
43. Limit of Indemnity means the amount stated in the Schedule to this Policy, which shall be the Company's maximum liability under this Policy (regardless of the number of the total number or amount of claims made) for any one claim or in the aggregate for all claims during the Policy Period for each category of contents specified in the Policy Schedule/Certificate of Insurance.  
The limit of Indemnity also represents either the selected percentage of value at risk or specific amount opted in case of a policy taken on "First Loss Basis". (Applicable to Section 3 Burglary Insurance)
44. Loot means seizing and carrying away Property by force and violence especially in riots or war.
45. Market Value means new Replacement/Reinstatement Value minus depreciation reckoned as on the date of loss.
46. Money means Cash, bank and currency notes, credit cards, telephone cards, cheques, crossed bankers' drafts, postal orders, luncheon vouchers, current postage stamps, trading stamps, National Savings Certificates, Premium Bonds, credit sales vouchers or receipts, unexpired units in franking machines, gift tokens and consumer redemption vouchers belonging to You or for which You are responsible.
47. Money in Transit means:
  - a. Any mode of transportation of Money for the payment of wages, salaries and other earnings or for petty cash directly between a Bank, the Insured Premises or a Point in Transit (if specified) by the Insured or an Authorised Employee from the time Money is received at the Bank, the Insured Premises or a Point in Transit by the Insured or an Authorised Employee until delivered to the bank, the Insured Premises or a Point in Transit by the Insured or an Authorised Employee and whilst at the Insured Premises until disbursed provided that out of business hours such Money shall be secured in a locked Safe or locked Strong Room.  
Cheques drawn by the Insured to provide for such Money are covered In Transit from the Insured Premises to the Bank only.
  - b. Any mode of transportation of Money in the personal custody of the Insured or an Authorised Employee directly between a Bank and the Insured Premises or a Point in Transit (if specified) from the time Money is received at the Bank or the Insured Premises by the Insured or an Authorised Employee until delivered to the bank or the Insured Premises or a Point in Transit by the Insured or an Authorised Employee within 72 hours of the time of collection, unless specifically agreed, altered and mentioned in Your Policy Schedule/Certificate of Insurance.
48. Neon Signs are electric signs lighted by long luminous gas-discharge tubes that contain rarefied neon or other gases and have a frame made of wood/Iron/plastic or any other material used for displaying advertisement.
49. Occupational Disease means any occupational disease or illness including but not limited to the diseases listed under Schedule III of the Employees Compensation Act. 1923 contracted by an Employee due to employment in the Business.
50. Pollution means and includes pollution or contamination by solids, liquids, gaseous or thermal irritants, contaminants, smoke, vapour, soot, fumes, acids, alkalis, radioactive and/or nuclear material, chemical or waste materials (including but not limited to any materials to be recycled, reconditioned or reclaimed) or otherwise of atmosphere, water, soil or other tangible material property.
51. Pilferage means the theft of contents in small quantities by a person authorized to stay on the insured premises and deal with the contents (employee).
52. Partial Loss means any loss other than Total Loss.
53. Plant and Machinery means 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.
54. Period of Insurance means the period for which this insurance is availed by the Insured as specified in the Policy Schedule/Certificate of Insurance, unless cancelled earlier.
55. Policy means the Proposal, Policy Wording, the Policy Schedule/Certificate of Insurance and Applicable Endorsements under the Policy. The Policy contains details of the extent of cover available to the Insured, the Exclusions under the Cover and the Terms, Conditions, Warranties, Deductible, Copayment and Limitations.

56. **Policy Period** Policy period means the period commencing from the effective date and time as shown in the Policy Schedule/Certificate of Insurance and terminating at Midnight on the expiry date as shown in the Policy Schedule/Certificate of Insurance or on the termination of or the cancellation of insurance, whichever is earlier.
57. **Policy Schedule/Certificate of Insurance** means this schedule and parts thereof, and any other annexure(s) appended, attached and/or forming part of this Policy.
58. **Point in Transit** means the place specified in the Policy Schedule/Certificate of Insurance.
59. **Premises** means the buildings at the situation including outbuildings but excluding any garden, yard, open veranda, or other fixed attachments and fixed accessories thereof.
60. **Pressure Plant** shall mean any unfired closed container under steam gas or fluid pressure.
61. **Product** means any tangible property after it has left the custody or control of the Insured, which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the Insured but shall not mean food and beverages supplied by or on behalf of the Insured primarily to the Insured's employees as a staff benefit.
62. **Property/Property Insured** means contents, specified Items, stock.
63. **Property Damage** means Actual physical damage to tangible property belonging to any third party.  
**Property Damage (Section 9 All Risk Insurance)** means Loss of or Damage to Property Insured: actual physical damage to the Insured Property
64. **Proposal** means any written, electronic, recorded verbal proposal by answering the questionnaires and declarations, statement and any information in addition thereto supplied to Us by You or by someone on Your behalf, being the basis on which We have agreed to issue the Policy. A Proposal Transcript mentioning details of answers to the questionnaires and declarations, statement and any information in addition thereto submitted to Us by You would be electronically generated and shall be attached with the Policy Schedule/Certificate of Insurance.
65. **Premium** is the amount You pay Us for this insurance. The Policy Schedule/Certificate of Insurance shows the amount of premium for the Policy Period and all other taxes and levies.
66. **Pucca Construction** means construction other than Kutcha Construction.
67. **Ransack** means any loss or damage to the Property while searching through or examining the premises insured in a violent and/or careless way.
68. **Reinstatement/Replacement** is defined as:
  - i. the reconstruction of buildings or replacement of other property lost or destroyed.
  - ii. (b) 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.
69. **Reinstatement/ Replacement Value** 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.
70. **Retroactive Date** means the date shown as Retroactive Date in the Policy Schedule/Certificate of Insurance. The policy will only cover accidents that have occurred after the Retroactive Date.
71. **Robbery**: Theft is "robbery" if, in order to the committing of the theft, or in committing the theft, or in carrying away or attempting to carry away property obtained by the theft, the offender, for that end, voluntarily causes or attempts to cause to any person death or hurt or wrongful restraint, or fear of instant death or of instant hurt, or of instant wrongful restraint.
72. **Rules** means Rules framed under the Act.
73. **Safe** means a strong cabinet within the Insured Premises designed for the safe and secure storage of Money, valuable items, and Access to which is restricted.
74. **Sign Board** means advertising display, Hoardings, Glow Signs, Neon Signs, LED signs, LCD signs, any digital signs, any sort of display intended to convey information and described in the Policy Schedule/Certificate.
75. **Situation** means the address of the Insured premises shown in the Policy Schedule/Certificate of Insurance.
76. **Specified Items** mean property specifically described in the Policy Schedule/Certificate of Insurance under specified Items.
77. **Spillage** means and includes the flow, movement, fall or spread of contents over the edge of or outside the container/premises described in the Policy Schedule/Certificate of Insurance.
78. **Stock (Applicable for Section 1 - Property Damage) - Stock** means 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
- Stock (Applicable for Section 3 Burglary Insurance) - Stock means the items belonging to the Insured or for which the Insured is legally responsible, or have assumed a responsibility to insure, described below,
- a) merchandise or materials of trade manufactured, unmanufactured or in the course of manufacture;
  - b) materials used in making and packing;
  - c) consignment stock;
  - d) goods held in trust or on commission;
  - e) pallets and containers;
  - f) consumable materials used in the operation of machinery;
  - g) but does not include:
    - i. Contents;
    - ii. Specified Items;
    - iii. Money.
79. Strong Room means a room within the Insured Premises designed for the secure storage of Money, and Access to which is restricted.
  80. Sum Insured means the monetary amount shown against each item under the Policy Schedule/Certificate of Insurance which shall be our maximum liability for each cover or part of cover and for each loss.
  81. Terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.
  82. Theft shall mean intending to take dishonestly any movable property out of the possession of any person without that person's consent with the intention of permanently depriving the Insured of such property and does not include larceny, pilferage and the like.
  83. 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.
  84. Turnover shall mean in respect of:
    - a. Manufacturing units: the annual gross sale of all goods including levies and taxes handling hazardous substances as defined in the Act. For the purpose of this insurance, the term "units" shall mean all operations being carried out in the manufacturing complex in one location.
    - b. Godown/Warehouse owners: Total annual rental receipts of premises handling hazardous substances as defined in the Act.
    - c. Transport Operators: Total Annual Freight receipts.
    - d. Other: Total Annual gross receipts.
  85. Unused or Unoccupied means unoccupied for a consecutive period of 7 days, unless specifically agreed, altered and mentioned in Your Policy Schedule/Certificate of Insurance.
  86. Wages" means the remuneration payable to an Employee by the Insured for the employment in the Business and includes any privilege or benefit which is capable of being estimated in money other than a travelling allowance or the value of any travelling concession or a contribution paid by the employer of an Employee towards any pension or provident fund or a sum paid to an Employee to cover any special expenses entailed on him by the nature of his employment;
  87. We, Us, Our, Ours, RQBE, Company, Insurer means Raheja QBE General Insurance Limited
  88. You, Your, Yours, Yourself, Policyholder, Insured Person(s) means the Person named in the Policy Schedule/Certificate of Insurance.
  89. Your Premises means 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/Certificate of Insurance.

**E. COVERAGES****Section 1 - Property Insurance (Mandatory Cover)**

(Applicable for Sum Insured upto ₹50 Crores)

**To whom this section under the Policy is issued and what it covers**

- i. This Policy is issued to You and covers Your Insured Property relating to Your Business as mentioned in the Policy Schedule/Certificate of Insurance where the total value at risk across all Insurable Asset classes at one location not exceeding 50 Crore (Rupees Fifty Crore) at the Policy Commencement Date. Provided, if the value at risk for all Insurable Assets either exceeds ₹ 50 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/Certificate of Insurance will show an 'Agreed Bank Clause' and the name of such Bank. The terms and conditions of this arrangement will be added to this Policy as an additional Clause.

**Clause A. Insured Events****A.1 - Property Damage**

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

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

	Column A	Column B
	We cover physical loss or damage, or destruction caused to the Insured Property by	We do not cover for loss or damage, or destruction caused to the Insured Property by
1.	Fire, including due to its own fermentation, or natural heating, or spontaneous combustion.	caused by a. Its undergoing any heating or drying process, or b. burning of Insured Property by order of any Public Authority.
2.	Explosion or Implosion	a. caused to boilers, economizers or other vessels, machinery or apparatus in which steam is generated, or their contents, resulting from their own explosion or implosion, or b. caused by centrifugal forces.
3.	Lightning	-
4.	Subsidence of the land on which Your Premises stand, Landslide, Rockslide	caused by a. normal cracking, settlement or bedding down of new structures, b. the settlement or movement of made-up ground, c. coastal or river erosion, d. defective design or workmanship or use of defective materials, or e. demolition, construction, structural alterations or repair of any property, or ground works or excavations.



5.	Bush fire, Forest fire and Jungle fire	-
6.	Impact damage of any kind, i.e., damage caused by impact of, or collision caused by, any external physical object (e.g., vehicle, falling trees, aircraft, wall etc.),	<ul style="list-style-type: none"> <li>a. caused by pressure waves caused by aircraft or other aerial or space devices travelling at sonic or supersonic speeds.</li> <li>b. caused by vehicle, animal or aircraft belonging to or owned by Insured or their employee while acting in the course of employment</li> </ul>
7.	Missile testing operations	-
8.	Riot, Strikes, Malicious Damages	<p>caused by</p> <ul style="list-style-type: none"> <li>a. total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind,</li> <li>b. temporary or permanent dispossession, confiscation, commandeering, requisition or destruction by order of the government or any lawful authority, or</li> <li>c. temporary or permanent dispossession of any Building by unlawful occupation by any person.</li> </ul>
9.	Bursting or overflowing of water tanks, apparatus and pipes,	-
10.	Leakage from automatic sprinkler installations.	<ul style="list-style-type: none"> <li>a. repairs or alterations in the Building in which Your Business is located,</li> <li>b. repairs, removal or extension of any sprinkler installation, or</li> <li>c. defects in the construction known to You.</li> </ul>

#### A.2 Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Tsunami, Flood and Inundation

We give insurance cover for physical loss or damage, or destruction caused to Insured Property by Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Tsunami, Flood and Inundation excluding those resulting from earthquake, Volcanic eruption or other convulsions of nature occurring during the Policy Period. This cover will be available only if it is opted and mentioned in Your Policy Schedule/Certificate of Insurance. If You have opted for this Section, point no. 17 as provided under "Clause C – General Exclusions Applicable to Section 1 - My Property Insurance" shall stand deleted.

#### A.3 Earthquake

We give insurance cover for physical loss or damage, or destruction caused to Insured Property by Earthquake, Volcanic Eruption or other convulsion of nature occurring during the Policy Period. This cover will be available only if it is opted and mentioned in Your Policy Schedule/Certificate of Insurance.

If A.2 - Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Tsunami, Flood and Inundation is opted and mentioned in Your Policy Schedule/Certificate of Insurance, this Section will cover loss or damage (including loss or damage by fire) to any of the Property Insured by this policy occasioned by or through or in consequence of earthquake including flood or overflow of the sea, lakes, reservoirs and rivers and/or Landslide/Rockslide resulting there from.

If A.2 - Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Tsunami, Flood and Inundation is not opted, this section will cover loss or damage (including loss or damage by fire) to any of the property Insured by this policy occasioned by earthquake including Landslide/Rockslide resulting there from but excluding flood or overflow of the sea, lakes, reservoirs and rivers caused by earthquake.

Provided always that all the conditions of this policy shall apply (except in so far as they may be hereby expressly varied) and that any reference therein to loss or damage by fire shall be deemed to apply also to loss or damage directly caused by any of the perils which this insurance extends to include by virtue of this section."

Special conditions Applicable to this Section

1. If You have opted for this Section, point no. 18 as provided under "Clause C General Exclusions Applicable to Section 1 - My Property Insurance" shall stand deleted.
2. Extension cover shall be granted only if the entire property in one complex/compound/location covered under the policy is extended to cover this risk and the Sum Insured for this extension is identical to the sum Insured against the risk covered under main policy.
3. In the event of the Insured making any claim for loss or damage under this policy, the onus of proof must be on the Insured to prove (if so, required by the Company) that the loss or damage was occasioned by or through or in consequence of earthquake.

#### A.4 Terrorism (Optional Cover)

We give insurance cover for physical loss or damage, or destruction caused to Insured Property by the Act of Terrorism occurring during the Policy Period. This cover will be available only if it is opted and mentioned in Your Policy Schedule/Certificate of Insurance.

Coverage and exclusions under this section will be as per Terrorism clause attached.

If You have opted for this Section, point no. 19 as provided under "Clause C General Exclusions Applicable to Section 1 - My Property Insurance" shall stand deleted.

#### A.5 Theft after an Insured Event

We give insurance cover for physical loss or damage, or destruction caused to Insured Property by Theft within 7 days from the occurrence of and proximately caused by any of the Insured Events mentioned in the above sections as opted and mentioned in Policy Schedule/Certificate of Insurance.

This cover will be available only if it is opted and mentioned in Your Policy Schedule/Certificate of Insurance.

Specific Exclusion Applicable to this section

1. We do not cover for loss or damage, or destruction due to theft of any article or anything located outside Your Premises, or of any article or anything attached from the outside of the outer walls or the roof of Your Premises, unless securely mounted.

If You have opted for this Section, point no. 20 as provided under "Clause C General Exclusions Applicable to Section 1 - My Property Insurance" shall be deleted to the extent of coverage provided under this section.

#### Clause B. 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 A of this Section and subject to the exclusions stated in Clause C of this Section, subject to all terms and conditions of this Section under this Policy. We also give In-built Covers without charging additional premium which are stated in Clause B (4) of this section under the Policy.

##### 2. Basis of Sum Insured

- i. for Building, Plant and Machinery, Furniture, Fixture and Fittings and any other contents:

Reinstatement Value ii.

For Stocks:

- a. For raw material: landed cost at Your Premises.
- b. For stock in process: input cost of the stock at the time of loss.
- c. For finished stock: the manufacturing cost of the Finished Stock or the Contract Price of goods sold but not delivered and more precisely defined below.

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

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

### 3. Restoration of Sum Insured

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

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

### 4. In Built Covers

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

#### 4.1 Additions, alterations or extensions:

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

- i. You inform Us of the item so erected or acquired within 7 (seven) days of it becoming known to You,
- ii. such item of Property is not otherwise insured,
- iii. maximum limit under this cover is 15% (excluding stocks), iv. subject to Underinsurance provision of Clause E of this Section.

#### 4.2 Temporary removal of stocks:

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

- i. maximum cover will be 10% of the Sum Insured of Stock,
- ii. such Stock is not otherwise insured.

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

- i. Money for an amount not exceeding ₹50,000 (Rupees Fifty Thousand) during the Policy Period.
- ii. Deeds, manuscripts and business books, plans, drawings, securities, obligations or documents of any kind, but only for the cost of the materials and clerical labour expended in reproducing such records for an amount not exceeding ₹50,000 (Rupees Fifty Thousand) during the **Policy Period**.
- iii. Computer programmes, information and data but only for the cost of the materials and clerical labour expended in reproducing such records for an amount not exceeding ₹ 5 Lakh (Rupees Five Lakh) during the **Policy Period**.
- iv. Employees', Directors', visitors' personal effects of every description (other than motor vehicles) for an amount not exceed maximum of 20 (twenty) persons during the Policy Period.

#### 4.4 Start-Up Expenses:

We cover start-up costs necessarily and reasonably incurred by the insured in respect of the insured risk consequent upon a loss or damage covered by this policy for an amount not exceeding ₹ 5 Lakh (Rupees Five Lakh) during the Policy Period.

#### 4.5 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.

#### 4.6 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.

#### 4.7 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 section, Our liability under this extension will also be proportionately reduced.
- iii. The total amount recoverable under any item of the section shall not exceed the Sum Insured thereby.
- iv. All other terms and conditions of this section will apply to this extension.
- 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 section
    - 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 C. Exclusions Applicable to Section 1 Property Insurance

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 % of each claim, subject to a minimum amount as mentioned in Policy Schedule/Certificate of Insurance. This means that We will deduct excess as mentioned in Your Policy Schedule/Certificate of Insurance for each and every loss suffered by You under the terms of this section.
  - ii. For terrorism risk the excess shall be as per the clause attached to this section.
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 this section.
7. War, invasion, act of foreign enemy hostilities or war-like operations (whether war is declared or not), civil war, mutiny, civil commotion amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
8. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component that is part of it.
9. Pollution or contamination, unless
  - i. the pollution or contamination itself has resulted from an Insured Event, in which case only physical damage to the Insured Property is covered, or
  - ii. an Insured Event itself results from pollution or contamination.
10. Loss, destruction or damage to bullion or unset precious stones, any curios or works of art unless such amount is declared separately and recorded in the Policy Schedule/Certificate of Insurance.
11. Loss of any Insured Property which is missing or has been mislaid, or its disappearance cannot be linked to any single identifiable Insured Event.
12. Loss or damage to any Insured Property removed from Your Premises to any other place, except
  - i. machinery and equipment temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding 60 days,
  - ii. Stock covered under Clause (B) (4.2) of this section.
13. Any reduction in market value of any Insured Property after its repair or reinstatement.

14. Loss or damage to any Insured Property or any claim which is covered by a marine policy in force at the time of loss or damage, except in excess of the limits of that section in the policy.
15. Any consequential or indirect loss or damage of any description, i.e. losses or extra costs (financial or non-financial) that follow or are a consequence of an Insured Event, like, loss by delay, loss of income or wages or earnings, or of market, or of time, medical expenses, or any costs not covered by this section.
16. Costs, fees or expenses for preparing any claim.
17. Any Loss or damage occasioned by or through or in consequence directly or indirectly due to Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Tsunami, Flood and Inundation.
18. Any Loss or damage occasioned by or through or in consequence directly or indirectly due to earthquake, Volcanic eruption or other convulsions of nature.
19. Terrorism Damage Exclusion Warranty (If Terrorism is not opted):  
Notwithstanding any provision to the contrary within this insurance it is agreed that this insurance excludes loss, damage cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.  
For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and / or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.  
The warranty also excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to action taken in respect of any act of terrorism. If the Company alleges that by reason of this exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the insured.  
In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
20. Any Loss or damage occasioned by or through or in consequence directly or indirectly due to theft.

#### Clause D. Basis of Settlement for Section 1 Property Insurance

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 or the Market Value of the Building or Plant and Machinery or Furniture, Fixture, Fittings as opted and mentioned in Policy Schedule/Certificate of Insurance.
  - 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. If Market Value option is opted, We will compensate You the Market Price of the covered Property as on date of loss.
  - iv. Reinstatement using standard material readily available and in common use for similar type of Building.
3. If the Stock is a Total Loss, We will pay You as follows:
  - i. landed cost at Your Premises for Stock of raw materials,
  - ii. total manufacturing cost for Stock of finished goods,
  - iii. the input value of Stock in process at the time loss,
  - iv. The Contract Price in case of goods sold but not dispatched and lying within Your premises for which You are responsible under the terms of a contract of sale. We will pay Your claim on the basis of the Contract Price, if the sale is cancelled wholly or to the extent of loss or damage caused by an Insured Event covered by this Policy. For the purposes of this para, the value of all goods to which this basis of settlement could apply in the event of loss or damage will also be ascertained on the same basis.
4. You must commence the repairs or Reinstatement within a reasonable time after the date of the damage or destruction. You must complete the repairs or Reinstatement within reasonable time, in any case not beyond 12 months from the date of damage or destruction, or within such time as We may allow in writing.

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

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

Clause E. Underinsurance Applicable to Section 1 - Property Insurance

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 E (3) of this section, 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 section, We will waive underinsurance upto 15%.
4. If at the time of damage, the Sum Insured applicable to the relevant Buildings, Plant and Machinery, Furniture, Fixture, Fittings, Stocks and other contents is less than 85% of the value of Insurable Assets, You will be responsible for the difference and You will bear a proportionate share of the loss.
5. Underinsurance will not apply to Cover for Specific Contents.

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

Clause F. Conditions Applicable to Section 1 Property Insurance

1. Designation of Insured Property  
For the purpose of determining under which item any Property is insured, We agree to accept the designation under which such Property appears in Your books of account.
2. Make true and full disclosure in the proposal and related documents
  - i. You have a duty of disclosure to tell Us everything You know, or could reasonably be expected to know, that is relevant to Us for deciding whether to give You insurance cover and on what terms. You owe this duty to disclose such relevant material information even if We have not specifically asked for it. This duty extends to any information or declarations given by anyone else on Your behalf.
  - ii. We have agreed to give You insurance cover entirely on the basis of the information You, or anyone on Your behalf, have given Us in the proposal, statements and other declarations and documents (in writing or electronic) about Yourself, the Building, Plant and Machinery, Furniture, Fixture, Fittings, Stocks and other Contents. The correct and complete information You give is the basis of Our contract with You. Our promise to pay is conditional upon the truth of these statements and on the assumption that You, or anyone on Your behalf, has not withheld any material information about Yourself, the Building, Plant and Machinery, Furniture, Fixture, Fittings, Stocks and other Contents.
3. Obligation to take care: You must:
  - i. ensure that unauthorised persons do not occupy Your Premises
  - ii. whenever Your Premises or any Building in Your Premises is unoccupied, You must ensure that all security procedures on Your Premises are in force.
4. Inform change in circumstances:  
You must inform Us immediately if:
  - i. You change the nature of Your Business or any processes,
  - ii. You let out Your Premises or any part, or Your Premises will no longer be solely occupied by You
  - iii. You change the use of Your Premises or any Building, iv. Your Premises or any Building remains unoccupied for more than 30 days.
5. Automatic Termination of Section 1- Property Damage Section 1 will automatically end in the following cases:
  - a. Destruction of any Insured Building: This section will automatically end 7 (seven) days after any Insured Building collapses or is displaced or destroyed by reason other than any Insured Event. If a separable part of any Insured Building falls down or is destroyed by reason other than any Insured Event, the cover will end for such part or additional structure.



- b. You can apply within 7 (seven) days of such fall or destruction for continuing insurance cover. We may agree, but will not be bound, to continue the cover on revised rates, terms and conditions.
- c. Change of use or ownership of Insured Property: The section 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 section 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 section 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 section.

#### 6. Claims Procedure

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

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

##### i. Immediate notice to Us

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

##### ii. Steps to prevent loss and damage

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

##### iii. Immediate notice to authorities

- a. As soon as any loss or damage occurs to the Insured Property, You must give immediate report to appropriate legal authorities. For example, You must report to the fire brigade of the local authority and the police if there is damage by fire/ explosion / implosion or lightning. In case of subsidence /landslide/rockslide, You must inform the District Administration. In the event of impact damage of any kind or Riot Strikes, Malicious acts and acts of terrorism, You must inform the police. If there is a theft within 7 (seven) days following an Insured Event, You must inform the police.
- b. We may but not necessarily, waive this condition if We are satisfied that by reason of extreme hardship it was not possible for You or any other person on Your behalf to give such report.

##### iv. Submit claim

##### i.

- a. You must submit Your claim in Our claim form at the earliest opportunity, but within 30 days from the date You first notice the loss or damage. The claim form is available in any of Our branches, and on Our web-site.

- b. You must state in Your claim the details of any other insurance policy that covers the damage or loss for which You have filed Your claim, whether You have purchased such other insurance, or someone else has purchased it for You.

We shall not be liable for any loss or damage after the expiry of 12 months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration. If We disclaim liability for a claim You have made and if the claim is not made a subject matter of a suit in a court of law within a period of 12 months from the date of disclaimer, the claim shall not be recoverable hereunder.

#### 7. Establish Loss

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

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

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

- i. We must investigate/survey that Your claim is covered by this Policy. For this purpose, We will give You notice and request Your cooperation as follows:
  - a. We and Our representatives will visit Your premises, inspect the Insured Property
  - b. We will ask You to give to Us any items of the Contents of Your premises for the purposes examination, testing, or any other investigation,
  - c. We will dispose of or deal with or sell any item of the Contents of Your Premises for which loss We have paid completely.

- ii. We will ensure that Our actions will not impose any liability on You. 9. Changes to Covers

You can choose to make changes to the covers of this section, for example, take additional cover, or increase or reduce any Sum Insured. You must make a proposal or request for any change. It will be effective only after We have accepted Your proposal, and You have paid the additional premium where applicable.

#### SABOTAGE AND TERRORISM DAMAGE COVER ENDORSEMENT (MATERIAL DAMAGE ONLY) Insuring Clause

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

For the purpose of this cover, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Act, 1967 (as amended from time to time) or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

For the purpose of this cover, an act of sabotage means a subversive act or series of such acts committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

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

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

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

Losses Excluded

1. loss by seizure or legal or illegal occupation;
2. loss or damage caused by:
  - (i) voluntary abandonment or vacation,
  - (ii) confiscation, commandeering, nationalisation, requisition, detention, embargo, quarantine, or any result of any order of public or government authority, which deprives the Insured of the use or value of its property;
3. loss or damage arising from acts of contraband or illegal transportation or illegal trade;
4. loss or damage directly or indirectly arising from or in consequence of the seepage and or discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment;
5. loss or damage arising directly or indirectly from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind;
6. loss or damage arising directly or indirectly from or in consequence of asbestos emission, release, discharge, dispersal or escape or asbestos exposure of any kind;
7. any fine, levy, duty, interest or penalty or cost or compensation/damages and/or other assessment which is incurred by the Insured or which is imposed by any court, government agency, public or civil authority or any other person;
8. loss or damage by electronic means including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon. This exclusion shall not operate to exclude losses (which would otherwise be covered under this Policy) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile;
9. loss or damage caused by vandals or other persons acting maliciously or by way of protest or strikes, labour unrest or riots;
10. loss or increased cost occasioned by any public or government or local or civil authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any property insured hereunder;
11. any consequential loss or damage, loss of use, delay or loss of markets, loss of income, depreciation, reduction in functionality, or increased cost of working;
12. loss or damage caused by factors including but not limited to cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service;
13. loss or increased cost as a result of threat or hoax;
14. loss or damage caused by or arising out of burglary, house - breaking, looting, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any action taken in respect of an act of sabotage and/or terrorism;
15. loss or damage caused by mysterious disappearance or unexplained loss;
16. loss or damage directly or indirectly caused by mould, mildew, fungus, spores or other microorganism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health;
17. total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind;
18. Any loss due to fines or damages for breach of contract, or penalties of whatever nature;
19. Any infidelity, fraudulent, dishonest or criminal act by any director, officer or trustee of the Insured whether acting alone or in collusion with others;
20. Any debt, insolvency or commercial failure, whether to provide bond or security or otherwise, or any other financial cause of any party or person whatsoever.
21. loss or damage caused by Civil Commotion, Insurrection, Revolution or Rebellion, Mutiny and/or Coup d'Etat and Civil War except as may be insured specifically under any Political Violence Extension to this cover;
22. Third party liability howsoever arising except as may be insured specifically under any Third-Party Liability Extension to this cover.

Limit Of Indemnity

The limit of indemnity under this cover shall not exceed the Total Sum Insured given in the Policy Schedule or INR 20,000,000,000 per compound/location whichever is lower.

In respect of sabotage and/or terrorism cover for dwellings, limit of indemnity shall not exceed Total Sum Insured as mentioned in the Policy Schedule or INR 4,000,000,000 per compound/location whichever is lower.

In respect of several locations being covered under a single policy on a floater basis, the maximum aggregate loss suffered from all the locations mentioned in the Policy schedule shall not exceed Total Sum Insured as mentioned in the Policy Schedule or INR 20,000,000,000/- whichever is lower.

In respect of several insurance policies within the same compound/location with one or different insurers, the maximum aggregate loss payable per compound/location by any one or all insurers, shall be INR 20,000,000,000. If the actual aggregate loss suffered at one compound/location is more than INR 20,000,000,000, the amounts payable towards individual policies shall be reduced in proportion to the sum insured of the policies.

Excess\*

Shops & Residential Risks: 1% of the claim amount for each and every claim subject to Minimum of INR 10,000 and Maximum of INR 500,000

Non-Industrial Risks: 1% of the claim amount for each and every claim subject to Minimum of INR 25,000 and Maximum of INR 1,000,000

Industrial Risks: 5% of the claim amount for each and every claim subject to Minimum of INR 100,000 and Maximum of INR 25,00,000

\*Whichever is applicable

Add On Covers

It is further declared and agreed that the limit of indemnity including the claim on add on cover(s) shall not exceed total sum insured plus separate sublimit opted for add on cover(s) or INR 20,000,000,000 whichever is lower. In respect of several insurance policies within the same compound/location, the maximum aggregate loss payable per compound/location by any one or all insurers shall be INR 20,000,000,000.

In respect of sabotage and/or terrorism cover for long term dwellings, limit of indemnity including the claim on add on cover(s) shall not exceed total sum insured plus separate sublimit opted for add on cover(s) or INR 4,000,000,000/- whichever is lower. In respect of several insurance policies within the same compound/location, the maximum aggregate loss payable per compound/location by any one or all insurers shall be INR 4,000,000,000/-

Mid Term Cover

In case the coverage under this endorsement is granted during the currency of the policy, no claims will be payable for loss or damage to property caused by an act of sabotage and/or terrorism occurring during the first 15 (fifteen) days from the date of granting such cover. There should be no known or recorded/reported losses from ground up including threats/hoaxes from date of inception of policy to the date of granting such cover.

Sanction, Limitation And Exclusion Clause

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Cancellation Clause

Notwithstanding the cancellation provisions relating to the basic insurance policy on which this endorsement is issued, there shall be no refund of premium allowed for cancellation of the Sabotage and/or Terrorism risk insurance during the period of insurance except where such cancellation is done along with the cancellation of the basic insurance. Where a policy is cancelled and rewritten mid-term purely for the purpose of coinciding with the accounting year of the insured, pro-rate refund of the cancelled policy premium will be allowed.

If the cancellation is for any other purpose, refund of premium will only be allowed after charging short term scale rates.

Note: The definitions, terms and conditions of main Policy save as modified or endorsed herein shall apply.

STANDARD SPECIAL CLAUSE Agreed Bank Clause

If You have mortgaged, hypothecated or created any security over any Insured Property in favour of a Bank, and the Bank has an interest in the Policy, the name of such Bank will also be shown in the Policy

Schedule under the title 'Agreed Bank Clause'. If You choose to add the name of such Bank at any time during the Policy Period, this will be shown as an Endorsement. In this Clause, the word 'Bank' includes any financial institution.

Under this Clause You agree as follows:

- i. We shall pay to the Bank the entire amount that We are liable to pay under this Policy. Such Bank will receive it for its own demand, and as agent for any other person interested in the amount.
- ii. When We pay the amount to the Bank, Our liability under this Policy will be discharged, and will be binding on all of You and all persons named as the insured.
- iii. Any notice or communication We make to the Bank under the provisions of this Policy shall be sufficient notice or communication to You.
- iv. Any settlement or compromise that We make with the Bank will be binding on You and all persons named as the insured. However, such settlement or compromise will not affect the rights of the Bank to recover any amount from You or any other person.
- v. If You make any change in the use of the Insured Property or Your Premises or sell or transfer the Insured Property, such actions will not prejudice the interest of the Bank under the Policy and this Clause, unless the condition has been broken by the Bank or its employees.
- vi. If You commit any act or omission that will increase the risk, the insurance cover will not be invalidated. However, the Bank shall notify Us of any change or ownership, or alterations and increase in risks as soon they become known to the Bank and shall pay additional premium from the time of such change.
- vii. When We pay the amount to the Bank, We will become legally and automatically subrogated to all rights of the Bank to the extent of such payment. This will not impair or prejudice the rights of the Bank to recover any amount from You or any other person.

N.B: The Bank shall mean the first named Financial Institution/Bank named in the policy.

## Section 2: Consequential Loss (Fire) Insurance

### **2.1 DEFINITIONS**

**2.1.1 Fire & allied perils:** Fire, lightning, explosion/implosion, aircraft damage, riot, Strike, malicious damage, storm, cyclone, typhoon, tempest, hurricane, tornado, flood, inundation, impact damage, subsidence, landslide, rockslide, bursting and/or overflowing of water tanks, apparatus and pipes, missile testing operations, leakage from automatic sprinkler installations, bush fire, earthquake and terrorism.

**2.1.2 Indemnity Period:** The period beginning with the occurrence of the Damage and ending not later than number of months specified in the Schedule thereafter during which the result of the business shall be affected in consequence of the Damage.

**2.1.3 Gross Profit:** The sum produced by adding to the Net Profit the amount of the insured Standing Charges, or if there be no Net Profit the amount of 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.

**2.1.4 Net Profit:** The net trading profit (exclusive of all capital receipt and accretions and all outlay properly chargeable to capital) resulting from your business at the premises (the address of insured premises as specified in the schedule) after due provision has been made for all Standing and other charges including depreciation, but before the deduction of any taxation chargeable on profits.

**2.1.5 Turnover:** The money paid or payable to the Insured for goods sold and delivered and for services rendered in course of the business at the premises.

<b>RATE OF GROSS PROFIT</b> – The rate of Gross Profit earned on the turnover during the financial year immediately before the date of the damage.	To which such adjustments shall be made as may be necessary to provide for the trend of the business and for variations in or special circumstances affecting the business either before or after the damage or which would have affected the business had the damage not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which, but for the damage, would have been obtained during the relative period after the damage.
<b>ANNUAL TURNOVER</b> – The Turnover during the twelve months immediately before the date of the damage.	
<b>STANDARD TURNOVER</b> –The Turnover during that Period in the twelve months immediately before the date of the damage which corresponds with the Indemnity Period.	

## 2.2 COVERAGE

If Your Business is interrupted because of a loss or damage at the Premises by Fire & allied perils for which valid claim is payable under Section 1 of this Policy, We will pay for the loss resulting from the interruption in respect of the following items in accordance with the Basis of Settlement and the Limit of Liability.

### 2.2.1 Reduction in Turnover

### 2.2.2 Increase in the cost of working

## 2.3 BASIS OF CLAIM SETTLEMENT

The amount payable as indemnity shall be,

2.3.1 IN RESPECT OF REDUCTION IN TURNOVER: the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall, in consequence of the Damage, fall short of the Standard Turnover.

2.3.2 IN RESPECT OF INCREASE IN COST OF WORKING: the additional expenditure (subject to the provisions of Memo 2) 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 the Damage but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided.

Less any sum saved during the Indemnity Period in respect of such of the standing charges of the business as may cease or be reduced in consequence of the damage.

Provided that if the sum insured by this item be less than the Annual Turnover, the amount payable shall be proportionately reduced.

**Memo 1:** If during the Indemnity Period goods shall be sold or services shall be rendered elsewhere than at the premises for the benefit of the business either by you or by others on your behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Turnover during the Indemnity Period.

**Memo 2:** If any Standing Charges of the business be not insured by this policy then in computing the amount recoverable hereunder as increase in Cost of Working that proportion only of the additional expenditure shall be brought into account which the sum of the Net Profit and the Insured Standing Charges bears to the sum of the Net Profit and all the Standing Charges.



**Memo 3:** If you declare, at the latest twelve months after the expiry of any Period of Insurance, that the Gross Profit earned (or a proportionately increased multiple thereof where the maximum Indemnity Period exceeds 12 months) during the accounting period of 12 months most nearly concurrent with any period of Insurance, as certified by the Insured's Auditors, was less than the Sum Insured thereon, a pro-rata return of premium not exceeding 50% of the premium paid on such Sum Insured for such period of Insurance shall be made in respect of the difference. Where, however, the declaration is not received by us within twelve months after the expiry of the period of insurance, no refund shall be admissible.

If any damage has occurred giving rise to a claim under this policy, such return shall be made in respect only of said difference as is not due to the damage.

## 2.4 CONDITIONS APPLICABLE TO SECTION 2

### 2.4.1 *Duties Following an accident*

In the event of any occurrence, which might give rise to a claim under this Policy, you shall take all steps within your power to minimize the extent of the loss or damage;

2.4.2 The insurance by this Policy shall cease if:

2.4.2.1 The business be wound up or carried on by a Liquidator or Receiver or permanently discontinued;  
Or

2.4.2.2 Your interest ceases otherwise than by death; Or

2.4.2.3 Any alteration be made either in the business or in the premises or property therein whereby the risk of Damage is increased, at any time after the commencement of this insurance, unless its continuance be admitted by memorandum signed by or on behalf of the Company.

### 2.4.3 **Material Damage Clause:**

It is hereby declared and agreed that at the time of the happening of the damage there shall be in force an insurance covering the interest of your property at the premises against such damage and that payment shall have been made or liability admitted therefor under such insurance. However, this clause shall not apply where payment is not made under Fire Policy except due to operation of a proviso in Fire Policy excluding liability of losses below a specified amount

## Section 3: Burglary Insurance

### 3.1 DEFINITIONS

**3.1.1 Burglary:** Burglary means theft following upon an actual forcible and violent entry of or exit from your premises by the person or persons committing such theft.

**3.1.2 Contents:** Content means the items specified in the Schedule under this section.

**3.1.3 Safe:** Safe means a strong cabinet within the premises designed for the safe and secure storage of valuable items maximum to the extent of one day's sale proceeds and access to which is restricted.

**3.1.4 Strong Room:** Strong Room means a room within the premises designed for the secure storage of money and access to which is restricted.

### 3.2 COVERAGE

3.2.1 Loss or Damages directly caused to '**Contents**' or any part thereof, whilst kept in your premises

3.2.2 **Damage** to your premises ( including reasonable costs for damaged locks at the entry and/or exit points)

3.2.3 Loss of **money** contained in Safe or Strong Room

3.2.4 Loss of **money** from the cashier's till and/or counter

3.2.5 Loss or damage caused by actual or attempted burglary and/or robbery during the policy period.

However, in respect of "Loss of money contained in Safe, Strong Room, Till, Counter" Our liability for any one loss shall be limited in all to money equivalent to maximum one day's collection only or the sums mentioned in the schedule whichever is less.

### 3.3 EXCLUSIONS

3.3.1 Loss or damage from any yard, garden outbuilding (including sheds or garages not attached to the building) or any other property outside the confines of the premises unless specified in the Schedule

3.3.2 Valuables and cash in safe, unless specifically covered in the Schedule.

3.3.3 Loss or damage of motor vehicles, trailers.

3.3.4 Loss or damage in which you, your employees or any other person lawfully on your premises is or is alleged to be in any way concerned or implicated in the actual theft or damage to any of the articles or premises.

3.3.5 Loss or damage resulting from an act of Riot, Strike, Malicious Damage and Terrorism.

3.3.6 Unexplained losses, shortages due to error or omissions, losses discovered when making an inventory or a periodic stock taking or loss resulting from your voluntarily parting with title.

3.3.7 Damage to glass and sign boards

3.3.8 Live stock

3.3.9 Loss or damage to contents or stock when the premises are left unoccupied for more than 30 consecutive days unless the same has been reported to us in writing and our written approval obtained.

3.3.10 Contents from the safe following the use of a key to gain access to the safe, or any duplicate thereof belonging to you unless such key has been obtained by aggressive or violent means.

**3.3.11** Any consequential loss or legal liability

**3.3.12** First Rs 1000/- / Excess mentioned in the schedule for each and every claim

## Section 4: Money Insurance

### 4.1. Definitions

**"Money"** shall mean and include Cash, Bank Drafts, Currency Notes, Treasury Notes, Cheques, Postal Orders and Current Postage Stamps.

**"Bank"** shall mean and include Bank of every description, Post office and Government Treasury.

**"Burglary"** means theft involving entry into or exit from your premises by forcible and violent means or following assault or violence or threat thereof to you or any of your employees or a member of your family or any person residing lawfully in your premises.

**"Safe"** means

- a. a strong cabinet within the Insured Premises fixed to the wall / floor designed for the safe and secure storage of valuable items, and
- b. access to which is restricted.

**“Strong Room”** means

- a. a room within the Insured Premises designed for the secure storage of money, and
- b. access to which is restricted.

**“Money in transit”** shall mean

- a. Money for, the payment of wages, salaries & other earnings or for petty cash, in direct transit from the bank to the insured's premises from the time the money is received from the bank by the insured or the authorized employee/s of the insured until delivered at the premises or other place of disbursement and whilst there until paid out provided that out of business hours, such money shall be secured in locked safe or locked strong room on the premises.

Cheques drawn by the insured to provide for such money are also covered whilst in transit from the premises to the bank.

- b. Money (other than described in (a) above) in personal custody of the insured or the authorised employee/s of the insured whilst in direct transit from/to insured's premises /bank/P.O/any other specified premises.
- c. Money (other than described in items (a) & (b) above) collected by and in the personal custody of the insured or the authorised employees of the insured whilst in transit to the premises or bank within a period not exceeding 48 hours from the time of collection.

**“Money in safe”** shall mean money (other than described in Section I of the policy schedule) whilst on the premises during the business hours or whilst secured in locked safe(s) or locked strong room on the insured's premises outside business hours.

#### 4.2 Coverage

The Company hereby agrees subject to terms, conditions and exclusions contained in, endorsed to this policy to indemnify the insured against

- a. loss of **money in transit**, defined above by the insured or the insured's authorised employee(s), occasioned by Robbery, Theft or any other fortuitous cause.
- b. loss of **money in safe**, defined above, by Burglary, Housebreaking, Robbery or hold-up,

provided always that the limit of the Company's liability for any loss shall in no case exceed the amount specified against the respective section in the said schedule.

#### 4.3 Exclusions:

The Company shall not be liable in respect of:

1. Shortage due to error or omission
2. Loss of money entrusted to any person other than the insured or authorised employee of the insured.
3. Loss of money where the insured or his employee is involved as principal or accessory, except loss due to fraud or dishonesty of the cash carrying employee of the insured, occurring whilst in transit and discovered within 48 hours.
4. Loss occurring on the premises, after office hours, unless the money is in a locked safe or strong room.

5. Money carried under contract of affreightment and theft of money from unattended vehicle.
6. Loss of money from safe or strong room following use of the key to the safe or strong room or any duplicate thereof belonging to the insured, unless this has been obtained by threat or by violence.
7. (a) Loss or damage directly or indirectly, proximately or remotely occasioned by or which arises out of or in connection with riot and strike, civil commotion, terrorist activities, earthquake, flood, storm, volcanic eruption, typhoon, hurricane, tornado, cyclone or other convulsions of nature or atmospheric disturbances.  
  
(b) Loss or damage whether direct or indirect arising from war, warlike operations, act of foreign enemy hostilities (whether war be declared or not), civil war, revolution, insurrection, civil commotion, military or usurped power, seizure, capture, confiscation, arrests, restraint and detainment by Order of any government or any other authority.  
  
(c) In any action, suit or other proceedings where the Company alleges that by reason of provisions hereof, any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.
8. (a) Any loss, destruction or damage, to any property whatsoever or any loss or expense whatsoever, resulting or arising there from or any consequential loss, and any legal liability of whatsoever nature, directly or indirectly caused by or contributed by or arising from ionizing radiation or contamination by radioactivity, from any source whatsoever.  
  
(b) Any loss, destruction, damage or legal liability, directly or indirectly caused by or contributed by or arising from Nuclear weapons material.
9. Consequential loss or legal liability of any kind.
10. Loss or damage due to or contributed to by the insured having caused or suffered anything to be done whereby the risks hereby insured against were unnecessarily increased.
11. Cash in counter/till
12. Terrorism

**Terrorism Damage Exclusion Warranty:**

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

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

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

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

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

**CONDITIONS**

1. **Maintenance of Books and Keys** - The insured shall keep a daily record of the amount of cash contained in the safe or strong room and such record shall be deposited in a secure place, other than the said safe or strong room, and produced as documentary evidence in support of a claim under the policy. The keys of the Safe or strong room shall not be left on the premises out of business hours unless the premises are occupied by the insured or any authorised employee of the insured in which case such keys if left on the premises shall be deposited in a secure place not in the vicinity of the safe or strong room.
  - i) **Adjustment of premium** - The premium in so far as it relates to Cash-in-transit is to be regulated by the amount of such money in transit during each period of insurance and for this purpose a proper record shall be kept in the books of the insured, which the insured shall at all reasonable times allow the company to inspect.

## Section 5. Machinery Breakdown Insurance Policy

### **5.1. DEFINITION:**

**Business Equipments:** Business Equipments means the electrical and/or mechanical equipments specified in the Schedule which are contained in or fixed at the insured premises and used solely in the course of the Business

### **5.2. COVERAGE**

Loss or damage to Business Equipments by unforeseen and sudden accident from any cause other than those specifically excluded, whilst located in the premises and necessitating its immediate repair or replacement.

### **5.3. EXCLUSIONS**

- 5.3.1. The first Rs 250/- or 1% of Sum Insured whichever is higher for each loss or damage.
- 5.3.2. Damage covered under Maintenance agreement or for which manufacturer or supplier is responsible
- 5.3.3. Damage resulting from overload experiment or test requiring imposition of abnormal conditions.
- 5.3.4. Damage due to deterioration of or wearing away of any item caused by or as a result of normal use or exposure, atmospheric or climatic conditions, rust, corrosion, moth, vermin or insect.
- 5.3.5. Gradually developing flaws, defects, cracks or partial fractures in any part not necessitating immediate stoppage, although at some future time repair or replacements of parts affected may be necessary.
- 5.3.6. Damage due to faults/defects existing at the commencement of this insurance and known to You , whether such faults/defects were known to Us or not and any wilful act or negligence of You or Your employees
- 5.3.7. 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
- 5.3.8. Cost of transport to the repair shop and back of any damaged item.
- 5.3.9. Loss or damage to any Business Equipment by perils insurable under other Sections of this Policy.
- 5.3.10. Loss or damages to mobile phones or any other portable equipment.
- 5.3.11. Any costs incurred in connection with the maintenance of Business Equipment including parts replaced in the course of such maintenance operations.
- 5.3.12. Consequential loss of any kind or description whatsoever.

#### 5.4. CONDITIONS APPLICABLE TO SECTION 5

5.4.1. **Sum Insured:** It is a requirement of this insurance that the Sum Insured in respect of items specified in the Schedule shall be equal to the cost of replacement of the insured property by new property of the same kind and capacity, including freight, custom duties.

5.4.2. **Claim Settlement:** The basis of claim settlement can be on either Repair basis or on a Total Loss basis. The total loss basis is adopted if the cost of repair exceeds or equals the Market Value of the Equipment immediately before the Damage.

In case of settlement on repair basis No deduction will be made for depreciation in respect of parts replaced except those with limited life.

For Total Loss Basis settlement Market Value of item will be calculated by deducting proper depreciation from the Replacement Value of item as new of same kind, type and capacity. If the damaged items become obsolete, then all cost necessary to replace the damaged item with a follow up model less suitable deduction for improvements will be allowed.

The Sum Insured under the Policy if found to be less than the amount required to be insured as described under "Sum Insured" above, then We will pay only in such proportion as the Sum Insured bears to the amount required to be insured. Each and every item shall be subject to this condition separately.

### Section 6. Electronic Equipment Insurance

#### 6.1. DEFINITION:

6.1.1. **Electronic Equipment:** Electronic Equipment means the items specified in the Schedule and which are contained or fixed at or in the insured premises. This may include computer, fax machine, television sets or any other electronic item including accessories and/or system software.

#### 6.2. COVERAGE

Loss or damage to Electronic Equipment caused by unforeseen and sudden accident from any cause other than those specifically excluded.

Loss or damage to External Data Media and/or costs of restoring information and data stored therein.

NB 1: 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 re-erection.

NB 2: We will not be liable for payment for the restoration of information and data stored in the External Data Media unless this can be achieved from a back up system for the lost data and information.

#### 6.3. EXCLUSION

6.3.1. The first 5% or Rs 2500/- (whichever is higher) of each and every claim in respect of damage to electronic equipments and the first 5% or Rs 1000/- whichever is higher of any claim concerning External Data Media.



- 6.3.2. Damage due to faults/defects existing at the commencement of this insurance and known to You , whether such faults/defects were known to Us or not and any willful act or negligence of You or Your employees
- 6.3.3. Damage due to continuous influence of operation (e.g. wear and tear, cavitation, erosion, corrosion, incrustation) gradual deterioration and climatic condition.
- 6.3.4. Any cost incurred in connection with elimination of functional failures unless such failures were caused by Damage covered under this Section of the Policy.
- 6.3.5. 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.
- 6.3.6. Damage to rented or hired equipments for which owner is responsible either by law or under lease and/or Maintenance Agreement.
- 6.3.7. Cost of transporting the electronic equipment to and from the place of repair.
- 6.3.8. 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).
- 6.3.9. Damage to external antenna, dishes, masts and fittings by theft.
- 6.3.10. 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.
- 6.3.11. Any cost required for alteration, improvement or overhaul or for making drawings, patterns and core boxes.
- 6.3.12. Damage by pressure waves caused by aircraft and other aerial devices traveling at sonic or supersonic speeds.
- 6.3.13. Loss or damage to mobile phones or other similar communication devices
- 6.3.14. False programming, punching, labeling or inserting or the inadvertent canceling of information or data contained in External Data Media.
- 6.3.15. Consequential Loss of any kind or description whatsoever.

#### 6.4. CONDITIONS APPLICABLE TO SECTION 6

- 6.4.1. **Sum Insured:** 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. The value of system software also must form part of the sum insured.
- 6.4.2. **Claim Settlement:** The basis of claim settlement can be on either Repair basis or on a Total Loss basis. The total loss basis is adopted if the cost of repair exceeds or equals the Market Value of the Equipment immediately before the Damage.  
  
In case of settlement on repair basis No deduction will be made for depreciation in respect of parts replaced except those with limited life.  
  
For Total Loss Basis settlement Market Value of item will be calculated by deducting proper depreciation from the Replacement Value of item as new of same kind, type and capacity. If the damaged items

become obsolete, then all cost necessary to replace the damaged item with a follow up model less suitable deduction for improvements will be allowed.

7. The Sum Insured under the Policy if found to be less than the amount required to be insured as described under "Sum Insured" above, then We will pay only in such proportion as the Sum Insured bears to the amount required to be insured. Each and every item shall be subject to this condition separately.

## Section 7. Fidelity Guarantee

### **7.1. DEFINITION**

- 7.1.1. **Employees:** The term "Employee" wherever appearing in this policy means any person (other than a person whose employment is of a casual nature or who is employed otherwise than for the purposes of Your business) who has entered into a contract of employment with You whether such contract of employment is express or implied, oral or in writing.

### **7.2. COVERAGE**

Direct pecuniary loss sustained by you in consequence of any fraudulent or dishonest act of an Employee if

- 7.2.1. You are able to identify which employee is responsible
- 7.2.2. The employee's dishonesty happens during the period of insurance
- 7.2.3. The loss is reported to the police immediately upon discovery

NB: Any monies which, but for the dishonest conduct of the Employee concerned, would have been payable by you to the Employee (or which may come into your custody, care or control) shall be applied by you against the amount payable by us in diminution or extinction of any loss.

### **7.3. EXCLUSIONS**

- 7.3.1. Any act of employee dishonesty committed by a person whom you knew to be dishonest.
- 7.3.2. Any loss resulting directly or indirectly from trading in securities: whether in your name and whether in a genuine or fictitious account
- 7.3.3. Losses reported after 90 days from the date of cancellation or expiry of the policy period.
- 7.3.4. Consequential loss of any kind.
- 7.3.5. Legal liability of any kind
- 7.3.6. Any expenses incurred by you in establishing the existence of or quantification of any fact or loss giving rise to a claim under this policy

### **7.4. CONDITIONS APPLICABLE TO SECTION 7**

We will not be liable for and no indemnity will be provided by us in respect of any loss arising in circumstances where:

- 7.4.1. You carry on any business other than the Business stated in the proposal
- 7.4.2. The duties or terms of service of Employees differ from those described in the proposal

The precautions and checks for ensuring the accuracy of your accounts are not the same as at the time of commencement of insurance.

## Section 8. Plate Glass / Neon Sign / Glow Sign

### **8.1. COVERAGE**

- 8.1.1. Any Sudden, unforeseen, accidental loss or damage to Plate Glass/Neon Signs/Glow Signs.
- 8.1.2. Damage to frame and framework of any description following breakage of Glass and/or Neon Boards/glow signs subject to a maximum of Rs 5000/-.
- 8.1.3. Following breakage of Glass, the cost of tinting, lettering, painting, embossing, silvering or any other ornamental work on the replacement Glass, provided that such costs have been included in the Sum Insured of the Glass under this Section.

### **8.2. EXCLUSIONS**

- 8.2.1. First Rs 1000/- under each and every claim
  - 8.2.2. Breakage or damage during removal, alteration and repairs carried out at your premises.
  - 8.2.3. Scratching other than the fracture extending through the entire thickness of Plate Glass.
  - 8.2.4. Damage or breakage to Plate Glass or Neon Signs, Glow Signs which are not securely fixed.
  - 8.2.5. Any loss or damage caused willfully by you or your employees, or any loss or damage in which you or any person acting on your behalf is or is alleged to be involved or implicated.
  - 8.2.6. Any loss or damage for which the manufactures or supplier is responsible.
  - 8.2.7. Any costs incurred in connection with the elimination of functional failures unless such failures were caused by an indemnifiable event
  - 8.2.8. Loss or damage caused by sun, rain, hail or climatic or atmospheric conditions.
- Fusing or burning out of bulbs and/or tubes howsoever caused

## Section 9. All Risk (Portable Equipment)

### **9.1. DEFINITION**

- 9.1.1. **Market Value:** It means the Replacement Value of insured property or item as New at the time of Damage or Loss less due allowance for betterment, wear and tear and/or depreciation.

### **9.2. COVERAGE**

We hereby agree with You that if the property/properties or any part thereof entered in the Schedule suffer any physical loss or damage from any cause, other than those specifically excluded necessitating repair or replacement, We will indemnify You in respect of such loss or damage as hereinafter provided by repair or replacement at Our option or payment, up to an amount not exceeding in any one year of insurance in respect of each of the properties specified in the Schedule, the sum set opposite thereto and not exceeding in all the total sum expressed in the Schedule as insured hereby.

### **9.3. EXCLUSION**

- 9.3.1. Damage caused by any process of cleaning, dyeing or bleaching, restoring, repairing or renovation or deterioration arising from wear and tear, moth, vermin, insects or mildew or any other gradually operating cause.

- 9.3.2. Breakage, cracking or scratching of crockery, glass, cameras, binoculars, lenses, sculptures, curios, pictures, musical instruments, sports gear and similar articles of brittle or fragile nature, unless caused by fire or accident to the means of conveyance.
- 9.3.3. Loss or damage caused by mechanical or electrical derangement/breakdown of any article unless caused by accidental external means.
- 9.3.4. Over winding, denting or internal damage of watches and clocks.
- 9.3.5. Loss or damage to money, securities, manuscripts, deeds, bonds, bills of exchange, promissory notes, stock or share certificates, stamps, travel tickets, travelers' cheques, business books or documents.
- 9.3.6. Any loss or damage arising through delay, detention or confiscation by Customs or other authorities.
- 9.3.7. Loss or damage whether direct or indirect arising from War, Warlike operations, Act of Foreign Enemy, Hostilities (whether war be declared or not), Civil war, rebellion, Insurrection, Civil Commotion, Military or Usurped Power, Seizure, Capture, confiscation, Arrests Restraints and Detainment by the order of any Government or any other authority.
- 9.3.7.1. Any loss, destruction or damage to any property whatsoever or any loss or expense whatsoever, resulting or arising there from or any consequential loss and any legal liability of whatsoever nature, directly or indirectly caused by or contributed to by or arising from ionising, radiation or contamination by radioactivity from any source whatsoever.
- 9.3.7.2. Any loss, destruction, damage or legal liability directly or indirectly caused by or contributed to by or arising from Nuclear Weapons Material.
- 9.3.8. Loss or destruction of or damage to any property whatsoever (including a computer) or any loss or expense whatsoever resulting or arising there from;
- 9.3.8.1. Any legal liability of whatsoever nature;
- 9.3.8.2. Any consequential loss; directly or indirectly caused by or contributed to by or consisting of or arising from the incapacity or failure of any equipment

#### **9.4. CONDITIONS APPLICABLE TO SECTION 9**

##### **9.4.1. Geographical Scope**

The geographical scope of this policy will be India unless the policy has been specifically extended for worldwide coverage in which case the claims shall be settled in India in Indian rupees. The laws of India shall govern the provisions of this policy for the time being in force. The parties hereto unconditionally submit to the jurisdiction of the courts in India

##### **9.4.2. Property Not Covered**

Fountain pens, spectacles, musical instrument, Cufflinks, clothing, cigarette cases, silver utensils, money, securities, Manuscripts, Deed Bonds, Traveler's cheques, Books of Accounts etc.

- 9.4.3. **Single Article Limit:** Unless specially and separately stated, our liability in respect of each article or pair of articles shall not exceed 10% of the Total Sum Insured under this policy.

**Articles In Pairs Or Sets:** Where any item insured hereunder consists of articles in pair or set, our liability in respect thereof shall not exceed the value of any particular part or parts which may be lost or damaged without reference to any special value which such article or articles may have as part of such pair or set nor more than a proportionate part of the insured value of the pair or set.

## Section 10. Baggage

**10.1 Coverage** - We will indemnify the Insured against the loss and/or destruction of accompanied personal baggage arising out of

- Standard Fire and Special Perils
- Theft
- Any other accident during travel

**10.2 Exclusions - We shall not be liable in respect of**

1. Loss, damage, liability or expenses, whether direct or indirect, occasioned by, happening through or arising from any consequences of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion revolution, insurrection, military or usurped power or civil commotion or loot or pillage in connection therewith.
2. Terrorism
3. Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by Nuclear weapons material.
4. Any legal liabilities of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or from any nuclear weapons and similar other weapons of mass destruction.
5. Loss or damage caused by depreciation or wear and tear.
6. Consequential loss of any kind or description.
7. Loss or damage due to cracking, scratching, breakage of lens or glass whether part of any equipment or otherwise, gramophone records and other articles of a brittle or fragile nature, unless such loss or damage arises from a vehicle or aircraft by which such property is conveyed.
8. Loss or damage caused by moth, mildew, vermin or any process of cleaning, dyeing repairing or restoring to which the property is subjected.
9. Loss of or damage caused by mechanical derangement or over winding of watches and clocks.
10. Theft from car except from car of fully enclosed saloon type having all the doors, windows and other openings securely locked and properly fastened.
11. Loss or damage whilst being conveyed by any carrier under contract of affreightment.
12. Loss of or 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 metal, precious stones, gold and silver ornaments, travel tickets, cheques and bank drafts.
13. Loss, destruction of articles which did not form part of the contents of any of the package when the journey commenced, unless specifically declared and accepted by the us.
14. Loss, destruction of or damage to articles of consumable nature.
15. Loose articles such as sticks, straps, umbrellas, sun shades, fans, deck chairs, property in use on the voyage and/or journey or articles or clothes whilst being worn on the person or carried about.
16. Loss, destruction or damage cause by or arising from the leakage, spilling or exploding of liquids, oil or materials of a like nature or articles or dangerous or damaging nature.

## Section 11. Public Liability

### **11.1. DEFINITIONS:**

11.1.1. **Defence Costs:** Defence Costs means the expenses incurred by you or on your behalf, in the investigation or settlement or defence of a claim and shall include legal costs and disbursements.

11.1.2. **Limit of liability:** Limit of Liability means the amount stated in the schedule, which shall be our maximum liability under this section (inclusive of Damages and/or Defence Costs, and regardless of the number of claimants or the total number or amount of Claims made against you) for any one cause and in the aggregate for all Claims made during the Policy Period.

### **11.2. COVERAGE**

We will indemnify you against legal liability to pay compensation including the Defence costs incurred by you with our written consent, anywhere in India, in accordance with the Indian law, against

11.2.1. Third Party Property Damage

11.2.2. Third Party injury/death

Caused in the course of the Business by an accident in your business premises, occurring and notified to us during the policy period.

### **11.3. EXCLUSION**

11.3.1. Any liability arising out of a contractual obligation.

11.3.2. Any Liability arising out of wilful or intentional non-compliance of any statutory regulations.

11.3.3. Any bodily injury of any person under a contract of employment with you, your contractors or sub-contractors arising out of and in the course of employment

11.3.4. Consequential loss of any kind

11.3.5. Any Liability arising out of Libel, slander, false arrest, wrongful eviction, wrongful detention, defamation including mental injury, shock resulting there from.

11.3.6. Liability arising out of Vehicles covered under Indian Motor Vehicle Act.

11.3.7. Damage to property belonging to third parties that is rented, leased or under hire –purchase agreement or on loan to you

11.3.8. Damage to property belonging to third party handled by you by way of your trade or worked upon by or in your care, custody or control.

11.3.9. Pollution of any kind

11.3.10. Any Liability under the Public Liability Insurance Act which attaches liability on a no fault basis

11.3.11. Product Liability

11.3.12. Any claim directly or indirectly connected to earthquake, typhoon, cyclone, flood or other convulsions of nature or atmospheric disturbances.

11.3.13. This Policy does not cover liability which at the time of happening of any event resulting into such liability, be insured by or would, but for the existence of this Policy, be insured by, any other Policy (but not Public Liability Policy) or Policies, except in respect of any excess beyond the amount which could have been payable under such Policy/Policies, had this insurance not been affected.

11.3.14. Liability arising out of loss of pure financial nature such as loss of goodwill, loss of market etc.



- 11.3.15. Liability arising out of infringement of plans, copyright, patent, trade name, trade mark, registered design.
- 11.3.16. Liability arising out of the ownership, possession or use by or on behalf of You of any aircraft, watercraft or hovercraft.

#### **11.4. CONDITIONS APPLICABLE TO SECTION 11**

- 11.4.1. No claim shall be payable under this policy unless the cause of action arises in India and the liability to pay claim is not without legal recourse to you.
- 11.4.2. Only Indian Law shall be applicable.
- 11.4.3. Claims Series Clause: For the purpose of this Policy where a series of and/or several bodily injuries and/or property damages are attributable direct or indirectly to the same cause all such bodily injuries and/or property damages shall be added together and all such bodily injuries and/or property damages shall be treated as one claim and such claim shall be deemed to have been made at the point in time when the first of the claims was made in writing. There shall, however, be no coverage for claims made arising from one specific cause, which are made later than 3 years after the first claim of the series.
- 11.4.4. Extended Claim Reporting Clause: In the event of non-renewal or cancellation of this Policy, either by Us or by You, We will allow a time limit not exceeding 90 days from the date of expiry or cancellation of the Policy provided no insurance is in force during this extended reporting period of the same interest, for notification of claims for accidents which had taken place during the Period of Insurance but could not be made during the Policy Period, provided, however, all claims made during the extended reporting period shall be handled as if they were made on the last day of the expiring Policy Period and are subject to the limits of indemnity and the terms, conditions and exceptions of the Policy.

You shall give written notice to Us as soon as reasonably practicable of any claims made against you (or any specific event or circumstances that may give rise to a claim being made against you) and which forms the subject of indemnity under this Policy and shall give all such additional information as We may require. Every claim, writ, summons or process and all documents relating to the event shall be forwarded to Us immediately on receipt by you.

We will have the right but in no case the obligations, to take over and conduct in Your name the defence of any claims and will have full discretion in the conduct of any proceedings and in the settlement of any claim and having taken over the defence of any claim may relinquish the same. All amounts expended by Us in the defence, settlement or payment of any claim will reduce the Limits of Indemnity, specified in the Schedule of the Policy.

In the event We, in Our sole discretion choose to exercise our right pursuant to this condition, no action taken by Us in the exercise of such right will serve to modify or expand in any manner, Our liability or obligations under this Policy beyond what Our liability or obligations would have been had we not exercised our rights under this clause.

In the event of liability arising under the Policy or the payment of a claim under this Policy, the Limit of Liability per any one Policy Period under this Section of this policy shall get reduced to the extent of quantum of liability to be paid or actual payment of such claim. Under no circumstances it shall be permissible to reinstate the aggregate Limit of Liability to the original level even on payment of extra premium.

You shall not admit liability for or settle or compromise or make or promise any payment in respect of any claim which may be the subject of an indemnity under the policy or incur any costs or expenses in connection therewith without the prior written consent from us.

## Section 12 Employee Compensation

- 12.1 Coverage :** Any time during the period of insurance any employee in the Insured's immediate service shall sustain personal injury by accident or disease arising out of and in the course of his employment by the Insured in the Business and if the Insured shall be liable to pay compensation for such injury either under:

the Law(s) set out in the Schedule or at Common Law i.e. under the Employee's Compensation Act, 1923 and subsequent amendment to the said Act prior to the date of issue of the policy, the Fatal Accidents Act, 1855 and at Common Law."

then subject to the terms exceptions and conditions contained herein or endorsed hereon the Company will indemnify the Insured against all sums for which the Insured shall be so liable and will in addition be responsible for all costs and expenses incurred with its consent in defending any claim for such compensation.

PROVIDED ALWAYS that in the event of any change in the Law(s) or the substitution of other legislation therefor this Policy shall remain in force but the liability of the Company shall be limited to such sum as the Company would have been liable to pay if the Law(s) had remain unaltered.

### **12.2 EXCEPTIONS**

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

- 11.2.5. **any injury by accident or disease directly attributable to war, invasion, act of foreign enemy**, hostilities(whether war be declared or not),civil war, mutiny, insurrection, rebellion, revolution, military or usurped power
- 11.2.6. the Insured's liability to employees of contractors to the Insured
- 11.2.7. any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement
- 11.2.8. any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party.

### **12.3 CONDITIONS**

- 12.3.1. This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.
- 12.3.2. Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company.
- 12.3.3. The Insured shall take reasonable precautions to prevent accidents and disease and shall comply with all statutory obligations.

- 12.3.4. In the event of any occurrence which may give rise to a claim under this Policy, the Insured shall as soon as possible give notice thereof to the Company with full particulars. Every letter, claim, writ, summons and process shall be notified or forwarded to the Company immediately on receipt. Notice shall also be given to the Company immediately the Insured shall have knowledge of any impending prosecution, inquest or fatal enquiry in connection with any such occurrence as aforesaid.
- 12.3.5. No admission, offer, promise or payment shall be made by or on behalf of the Insured without the consent of the Company which shall be entitled if it so desires to take over and conduct in his name the defense or settlement of any claim or to prosecute in his name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.
- 12.3.6. The first premium and all renewal premiums that may be accepted are to be regulated by the amount of wages and salaries and other earnings paid by the Insured to the employees during each period of insurance. The name of every employee together with the amount of wages, salary and other earnings shall be properly recorded and the Insured shall at all times allow the Company to inspect such records and shall supply the Company with a correct account of all such wages, salaries and other earnings paid during any period of insurance within one month from the expiry date of such period of insurance. If the amount so paid shall differ from the amount on which premium has been paid the difference in premium shall be met by a further proportionate payment to the Company or by a refund by the Company as the case may be.
- 12.3.7. The Company may cancel this Policy by sending fifteen day's notice by registered letter to the Insured at his last known address and in such event the premium shall be adjusted in accordance with Condition No.6.
- 12.3.8. If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties thereto or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

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

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

- 12.3.9 It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the Insured for any claim hereunder, and such claim shall not within 12 calendar months from the date of such disclaimer have been the subject matter of a suit in a court of law then the claim

shall for all purpose be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

12.3.2. The due observance and fulfillment of the terms, conditions and endorsements of this Policy so far as they relate to anything to be done or not to be done by the Insured and the truth of the statements and answers in the proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

**F. GENERAL CONDITIONS (APPLICABLE TO ALL SECTIONS OF THE POLICY EXCEPT TO THE EXTENT SPECIFICALLY VARIED UNDER SUCH SECTIONS)**

- a) Every notice and communication to us required by or in respect of this policy shall be in writing.
- b) You must take all reasonable steps to protect the property insured, prevent damage or accidents and maintain the property insured in a sound condition.
- c) The cover afforded under this policy shall be suspended and no payment shall be made hereunder if:
  - 1. You carry on any business at the insured premises other than the business stated in the proposal
  - 2. There is any material change in the facts and matters stated in the proposal
  - 3. the ownership of the building/stocks/contents passes from you to any other person or entity otherwise than by the operation of the law of succession as applicable.
- d) This Policy shall be void and premium paid shall be forfeited in the event of mis-representation, mis-description or non-disclosure of any material fact by you or your representative.
- e) Claims Procedure:
  - 1. In the event of any circumstances likely to give rise to a claim you must: Take steps to minimize the Damage and protect /safe guard damaged property from further loss or damage.
  - 2. Intimate us as soon as reasonably possible, but in any event within 15 days of the date of the incident.  
However in respect of loss or damage under Section 2 (Burglary and Robbery) and Section 4 (Money), the loss must be reported within 24 hours of the happening of any insured event.
  - 3. Lodge complaint with the local police immediately in the event of Burglary, robbery, Riot. Strike and Malicious Damage and Loss of money while in transit.
  - 4. Take all reasonable steps to recover any property which has been lost
  - 5. Make no admission or offer payment or indemnify, without Our written consent
  - 6. Provide without expense to us, all proofs, certificates, evidence, assistance or information which we may reasonably require
  - 7. The documents normally required to be submitted in the event of a claim are:
    - i. Duly completed Claim form
    - ii. Copy of First Information Report
    - iii. Estimate of loss / repairs
    - iv. Invoice/ Bills/Receipts

- v. Fire Brigade Report in respect of fire claims.
- vi. Any other details/documents called for a specific loss

f) Basis of Claims Settlement:

Unless otherwise specifically stated under the respective section, the basis of settlement shall be as under:

Where a damaged item can be repaired or reinstated at a cost less than the replacement cost then we will indemnify you in respect of expenses necessarily incurred to restore the affected item as nearly as practicable to its state immediately prior to the happening of the insured event.

In case of a total loss, we will pay you in respect of restoration or replacement costs. We shall not be bound to reinstate or restore exactly or completely but only as permitted by the circumstances and in a reasonably sufficient manner and to the state that existed immediately prior to the happening of the insured event.

If the value of the insured property shall at the time of any insured event be collectively of greater value than the sum insured thereon then you shall be considered as your own insurer of the difference and shall bear a rateable proportion of the loss or damage. Each item if more than one shall be separately subject to this condition.

- g) We may cancel this Policy by sending 15 days notice in writing by recorded delivery to You at Your last known address. You will then be entitled to a pro-rata refund of premium for the un-expired period of this Policy from the date of cancellation, which We are liable to pay on demand.

You may cancel this Policy by sending a written notice to Us. Retention premium for the period we were on risk will be calculated based on following short period table and the balance(if any) will be refunded to you subject to the condition that no claim has been preferred on us :

	Period	Premium charged
For a period not exceeding	Up to 15 days	Pro-rata premium for 15 days + loading of 10%
	1 month	Pro-rata premium for 1 month + loading of 10%
	2 months	Pro-rata premium for 2 months +loading of 15%
	3 months	Pro-rata premium for 3 months + loading of 20%
	4 months	Pro-rata premium for 4 months + loading of 20%
	5 months	Pro-rata premium for 5 months + loading of 20%
	6 months	Pro-rata premium for 6 months + loading of 20%
	7 months	Pro-rata premium for 7 months + loading of 20%
	8 months	Pro-rata premium for 8 months + loading of 20%
	9 months	Pro-rata premium for 9 months + loading of 10%
	10 months	Pro-rata premium for 10 months + loading of 10%
	11 months	Pro-rata premium for 11 months + loading of 5%
For period exceeding	11 months	Annual premium

Contribution: If at the time of happening of any loss or damage covered by this policy there shall be subsisting any other insurance of any nature whatsoever covering the same property whether effected by the insured or not , the Company shall not be liable to pay or contribute more than its ratable proportion of any loss or damage

- h) If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof or if any fraudulent means or devices are used by you or anyone acting on your behalf to obtain any benefits under the policy or if loss or damage be occasioned by the willful act or with your connivance, all benefits under this policy shall be forfeited.

- i) If at the time of any loss or damage happening to any property hereby insured there be any other subsisting insurance or insurances, whether effected by you or by any other person on your behalf covering the same property We shall not be liable to pay or contribute more than its rateable proportion of such loss.
- j) You shall at our expense do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by us for the purpose of enforcing any rights and remedies or obtaining relief or indemnify from the other parties to which we shall be or would become entitled or subrogated upon our paying or making good any loss or damage under this Policy whether such acts and things shall be or become necessary or required before or after we indemnify your loss or damage
- k) Should any dispute arise between Us and You on the quantum of amount payable, liability being otherwise admitted by us, such dispute will be referred to Arbitration proceedings in accordance with Arbitration and Conciliation Act of 1996 as amended from time to time. Further the making of an award by Arbitrator(s) shall be a condition precedent to any right of action or suit by You against Us.
- l) 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.
- m) The Geographical Limit of this Policy and jurisdiction shall be India. All claims under this policy shall be settled in Indian Rupees only.
- n) We shall not be bound to accept any renewal premium nor give notice that such is due. Every renewal premium (which shall be paid and accepted in respect of this policy) shall be so paid and accepted upon the distinct understanding that no alteration has taken place in the facts contained in the proposal or declaration herein before mentioned and that nothing is known to the Insured that may result to enhance our risk. Nothing herein or otherwise shall oblige us to offer renewal terms or restrict any renewal terms as to premium or otherwise.
- o) Subrogation - The company shall be entitled in the name of the insured to have the absolute conduct and control of all or any proceedings that it considers necessary for the purpose of tracing and recovering money lost or of securing reimbursement in respect of money lost and the insured shall at the company's expense furnish all such assistance as may reasonably be required by the company in connection with such proceedings and in the event of any or all the money being recovered , it shall be imperative upon the insured to refund to the company such a proportion of the sum allowed by way of compensation as the amount recovered bears to the total amount of money lost.
- p) Contribution: If at the time of happening of any loss or damage covered by this policy there shall be subsisting any other insurance of any nature whatsoever covering the same property whether effected by the insured or not , the Company shall not be liable to pay or contribute more than its ratable proportion of any loss or damage
- q) Arbitration  
If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties hereto or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Indian Arbitration and Conciliation Act 1996.  
  
It is clearly agreed and understood that no dispute or difference shall be referable to arbitration as herein before provided, if the Company has disputed or not accepted liability under or in respect of this Policy.



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

r) **Policy Construction**

The construction, interpretation and meaning of the provisions of this **Policy** shall be determined in accordance with Indian law.

The marginal notes and titles of paragraphs in this **Policy** are included for descriptive purposes only and do not form part of this **Policy** for the purpose of its construction or interpretation.

Under this **Policy**, the masculine includes the feminine and the singular includes the plural and vice versa.

**G. GENERAL EXCLUSIONS (APPLICABLE TO ALL SECTIONS)**

a) **Radioactive contamination:** Any loss, damage or legal liability directly or indirectly caused by:

1. Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste arising from burning nuclear fuel; or
2. The radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment.

b) **War Risks:** Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributing cause or event.

War, invasion, act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power.

c) **Sonic bangs:** Any loss, damage or legal liability directly or indirectly caused by pressure waves caused by aircraft and other flying objects traveling at or above the speed of sound.

d) **Pollution and/or Contamination:** Loss, destruction or damage caused to the insured property by pollution or contamination excluding

1. Pollution or contamination which itself results from a peril hereby insured against
2. Any peril hereby insured against which itself results from pollution or contamination

e) **Gradually occurring losses:** Loss or damage by wear and tear, depreciation, insects, vermin's, moth, fungus, corrosion, rust, atmospheric or climatic conditions ingress of water, gradually operating cause, process or cleaning, dyeing, repair, alteration or restoration.

f) **Wilful Act:** Loss or damage caused by or arising out of wilful act of the insured or any person acting on his/her behalf including circumstance, fact or matter you are or ought to be reasonably aware prior to the commencement of this contract.

g) **Consequential Losses**

Loss by delay, loss of market, loss of goodwill and / or any other consequential or indirect loss or damage not covered under Section III.

h) **Public Authority**

1. Loss, destruction or damage caused to the property insured by burning by order of any Public Authority

2. Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority.

i) **Liability**

1. Liability more specifically insured elsewhere
2. Liability arising out of Asbestosis or any matter related to or arising out of the sale, manufacture, production, distribution or the like of asbestos.

j) **Sanctions Limitation And Exclusion Clause**

RQBE shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provisions of such cover, payment of such claim or provision of such benefit would expose RQBE to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America or any other applicable national economic or trade sanction law or regulations.

## Grievances

- (a) We have developed proper procedures and effective mechanism to address complaints, if any of the customers. We are committed to comply with the regulations and standards and laid down by the IRDAI from time to time in this regard.

- (b) In case of a complaint or grievance, We may be contacted for its redressal on the following details:

Website : [www.rahejaqbe.com](http://www.rahejaqbe.com)

e-mail : [complaints@rahejaqbe.com](mailto:complaints@rahejaqbe.com)

Telephone : 1800-102-7723 (Toll Free)

Fax : 022- 42313777

Post/Courier : Any branch office or the correspondence address, during normal business hours

- (c) If You/Insured Person are not satisfied with Our redressal of the Policyholder's complaint/grievance through one of the above channels, You/Insured Person may contact the Our Grievance Officer at:

The Grievance Cell,  
Raheja QBE General Insurance Company Limited  
Windsor House, 5th Floor, CST Road,  
Kalina, Santacruz East, Mumbai - 400 098

- (d) If You/Insured Person is not satisfied with Our redressal of the complaint/grievance through one of the above channels, You/Insured Person may approach the nearest Insurance Ombudsman for resolution of the grievance/complaint. The contact details of Ombudsman offices are mentioned below:

Office of the Ombudsman	Contact Details	Jurisdiction
Ahmedabad	Office of the Insurance Ombudsman, 2nd floor, Ambica House,	Gujarat, Dadra & Nagar Haveli, Daman

	Near C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad – 380 014 Tel.:- 079-27546150/139 Fax:- 079-27546142 Email:- bimalokpal.ahmedabad@gbic.co.inmailto:insombahd@rediffmail.com	and Diu.
Bengaluru	Office of the Insurance Ombudsman, Jeevan Mangal Bldg., 2nd Floor, Behind Canara Mutual Bldgs., No.4, Residency Road, Bengaluru – 560 025. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@gbic.co.in	Karnataka.
Bhopal	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel, Bhopal – 462 011. Tel.:- 0755-2769201/202 Fax:- 0755-2769203 Email:- bimalokpal.bhopal@gbic.co.in	Madhya Pradesh and Chattisgarh.
Bhubaneswar	Office of the Insurance Ombudsman, 62, Forest park, Bhubneswar – 751 009. Tel.:- 0674-2596461/2596455 Fax:- 0674-2596429 Email:- bimalokpal.bhubaneswar@gbic.co.in	Orissa.
Chandigarh	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.:- 0172-2706196/6468 Fax:- 0172-2708274 Email:-bimalokpal.chandigarh@gbic.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Chandigarh.
Chennai	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, CHENNAI – 600 018. Tel.:- 044-24333668/24335284 Fax:- 044-24333664 Email:- bimalokpal.chennai@gbic.co.in	Tamil Nadu and Pondicherry Town and Karaikal (which are part of Union Territory of Pondicherry).
Delhi	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.:- 011-23239633/23237539 Fax:- 011-23230858 Email:- bimalokpal.delhi@gbic.co.in	Delhi.
Guwahati	Office of the Insurance Ombudsman, 'Jeevan Nivesh', 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.:- 0361-2132204/2132205 Fax:- 0361-2732937 Email:- bimalokpal.guwahati@gbic.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
Hyderabad	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.:- 040-65504123/23312122	Andhra Pradesh, Telangana, Yanam and part of the Territory of Pondicherry.

	Fax:- 040-23376599 Email:- bimalokpal.hyderabad@gbic.co.in	
Jaipur	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 -2740363 Fax: 0141 -Bimalokpal.jaipur@gbic.co.in	Rajasthan.
Ernakulam	Office of the Insurance Ombudsman, 2nd Floor, CC 27 / 2603, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: - 0484-2358759/9338 Fax:- 0484-2359336 Email:- bimalokpal.ernakulam@gbic.co.in	Kerala, Lakshadweep, Mahe-a part of Pondicherry.
Kolkata	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4, C.R. Avenue, 4th Floor, KOLKATA - 700 072. TEL : 033-22124340/22124339 Fax : 033-22124341 Email:- bimalokpal.kolkata@gbic.co.in	West Bengal, Bihar, Sikkim, Jharkhand and Andaman and Nicobar Islands.
Lucknow	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow-226 001. Tel.: - 0522-2231330/1 Fax:- 0522-2231310 Email:- bimalokpal.lucknow@gbic.co.inmailto:ioblko@sancharnet.in	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.
Mumbai	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: - 022-26106552/6960 Fax:- 022-26106052 Email:- bimalokpal.mumbai@gbic.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane
Noida	Office of the Insurance Ombudsman, Email: bimalokpal.noida@gbic.co.in	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.
Pune	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 2nd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020 -32341320 Email: <a href="mailto:bimalokpal.pune@gbic.co.in">bimalokpal.pune@gbic.co.in</a>	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

The details of Insurance Ombudsman are available on IRDA website: [www.irda.gov.in](http://www.irda.gov.in), on the website of General Insurance Council: [www.gicouncil.in](http://www.gicouncil.in), Our website [www.rahejaqbe.com](http://www.rahejaqbe.com) or from any of the Our offices.

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