

SHOPKEEPER'S PACKAGE POLICY

Whereas the Insured has made to Bajaj Allianz General Insurance Company Ltd (hereinafter called the "Company"), a proposal which is hereby agreed to be the basis of this Policy and has paid the premium specified in the Schedule, now the Company agrees, subject always to the following terms, conditions, exclusions, and limitations, to indemnify the Insured in excess of the amount of the Deductible and subject always to the Sum Insured and/or Limit of Indemnity against such loss as is herein provided.

A Coverage

On the happening of any insured event as provided for herein, and arising during the Policy Period and notified as prescribed, the Company will make payment as provided for under each Cover but only up to the Sum Insured and/or Limit of Indemnity as specified in the Schedule against each Cover or each sub-limit of the Sum Insured or the Limit of Indemnity, as the case may be.

1 Cover 1: Building and Contents (excluding Valuables)

The Company will indemnify the Insured in respect of loss of or damage to the building and its Contents in the Insured Premises specified in the Schedule against :

- 1.1 Fire, excluding destruction or damage caused to the property insured by:
 - 1.1.1 Its own fermentation, natural heating or spontaneous combustion.
 - 1.1.2 Its undergoing any heating or drying process.
 - 1.1.3 Burning of property insured by order of any Public Authority.
- 1.2 Lightning
- 1.3 Explosion/Implosion, excluding loss, destruction of or damage:
 - 1.3.1 to boilers (other than domestic boilers), economisers or other vessels, machinery or apparatus (in which steam is generated) or their contents resulting from their own explosion/implosion,
 - 1.3.2 caused by centrifugal forces.
- 1.4 Aircraft Damage: Loss, Destruction or damage caused by Aircraft, other aerial or space devices and articles dropped therefrom excluding those caused by pressure waves.
- 1.5 Riot, Strike, Malicious Damage: Loss of or visible physical damage or destruction by external violent means directly caused to the property insured but excluding those caused by:
 - 1.5.1 total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind;
 - 1.5.2 permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority;
 - 1.5.3 permanent or temporary dispossession of any building or plant or unit or machinery resulting from the unlawful occupation by any person of such building or plant or unit or machinery or prevention of access to the same;
 - 1.5.4 burglary, housebreaking, 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 malicious act.
- 1.6 Storm, cyclone, typhoon, tempest, hurricane, tornado, flood and inundation: Loss destruction or damage directly caused by storm, cyclone, typhoon, tempest, hurricane, flood or inundation excluding those resulting from earthquake, volcanic eruption or other convulsions of nature.
- 1.7 Impact Damage: Loss of or visible physical damage or destruction caused to the property insured due to impact by any Rail/ Road vehicle or animal by direct contact not belonging to or owned by:
 - 1.7.1 the Insured or any occupier of the premises or
 - 1.7.2 their employees while acting in the course of their employment.
- 1.8 Subsidence and Landslide including Rock slide: Loss, destruction or damage directly caused by Subsidence of part of the site on which the property stands or Land slide/Rock slide excluding:
 - 1.8.1 the normal cracking, settlement or bedding down of new structures;
 - 1.8.2 the settlement or movement of made up ground ;
 - 1.8.3 coastal or river erosion ;
 - 1.8.4 defective design or workmanship or use of defective materials ;
 - 1.8.5 demolition, construction, structural alterations or repair of any property or groundworks or excavations.
- 1.9 Bursting and/or overflowing of Water Tanks, Apparatus and Pipes
- 1.10 Missile Testing operations .
- 1.11 Leakage from Automatic Sprinkler Installations, excluding loss, destruction or damage caused by:
 - 1.11.1 repairs or alterations to the buildings or premises
 - 1.11.2 repairs, removal or extension of the sprinkler Installation

- 1.11.3 Defects in construction known to the Insured.
- 1.12 Bush Fire, excluding loss, destruction or damage caused by Forest Fire.
- 1.13 The Company shall not be liable in respect of :
- 1.13.1 Excess :
- a. The first 5% of each and every claim subject to a minimum of Rs. 10,000 in respect of each and every loss arising out of "Act of God perils" such as Lightning, STFI, Subsidence, Landslide and Rock slide covered under the policy.
 - b. The first Rs. 10,000 for each and every loss arising out of other perils in respect of which the insured is indemnified by this policy. The excess shall apply per event per insured.
- 1.13.2 Loss, destruction or damage caused by war, invasion, act of foreign enemy hostilities or war like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
- 1.13.3 Loss, destruction or damage directly or indirectly caused to the property insured by
- a. Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - b. The radio active toxic, explosives or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- 1.13.4 Loss, destruction or damage caused to the insured property by pollution or contamination excluding
- a. Pollution or contamination which itself result from a peril hereby insured against.
 - b. Any peril hereby insured against which itself results from pollution or contamination
- 1.13.5 Loss, destruction or damage to bullion or unset precious stones, any curios or works of art for an amount exceeding Rs. 10000/-, goods held in trust or on commission, manuscripts, plans, drawings, securities, obligations or documents of any kind, stamps, coins or paper money, cheques, books of accounts or other business books, computer system records, explosives unless otherwise expressly stated in the policy.
- 1.13.6. Loss, destruction or damage to the stocks in Cold Storage premises caused by change of temperature.
- 1.13.7. Loss, destruction or damage to any electrical machine, apparatus, fixture, or fitting arising from or occasioned by over-running, excessive pressure, short circuiting, arcing, self heating or leakage of electricity from whatever cause (lightning included) provided that this exclusion will apply only to the particular electrical machine, apparatus, fixture or fitting so affected and not to other machines, apparatus, fixtures or fittings which may be destroyed or damaged by fire so set up.
- 1.13.8. Expenses necessarily incurred on
- (i) Architects, Surveyors and Consulting Engineer's Fees and
 - (ii) Debris Removal
- by the Insured following a loss, destruction or damage to the Property insured by an insured peril in excess of 3% and 1% of the claim amount respectively.
- 1.13.9 Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
- 1.13.10 Loss or damage by spoilage resulting from the retardation or interruption or cessation of any process or operations caused by the operation of any of the perils covered.
- 1.13.11 Loss by theft during or after the occurrence of any insured peril except as provided under riot, strike, malicious and terrorism damage cover.
- 1.13.12 Any loss or damage occasioned by or through or in consequence directly or indirectly by earthquake, volcanic eruption or other convulsions of nature.
- 1.13.13 Loss or damage to property insured if removed to any building or place other than in which it is herein stated to be insured, except machinery and equipments temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding 60 days.

1.14 Special Condition Applicable to Cover 1

If the property hereby insured shall, at the breaking out of any fire or at the commencement of any destruction of or damage to the property by any other peril hereby insured against, be collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss accordingly. Provided, however, that if the Sum Insured hereby on the property insured shall at the event of such fire or at the commencement of such destruction or damage be not less than 85% of the collective value of the property insured, this condition shall be of no purpose and effect.

Cover 2: Burglary & Robbery

2.1 The Company will indemnify the Insured in respect of:

2.1.1 the loss of or damage to Contents or any part thereof whilst contained in the Insured Premises caused by actual or attempted Burglary and/or Robbery during the Policy Period;

2.1.2 damage to the Insured Premises (including the reasonable costs incurred by the Insured for changing damaged locks at the entry and/or exit points to the Insured Premises and at internal entry and/or exit points) caused by actual or attempted Burglary during the Policy Period.

2.2 The coverage provided hereunder includes the loss of money caused by:

2.2.1 actual or attempted Burglary during the Policy Period but only if the money is contained in a Safe or Strong Room whilst the Insured Premises are unoccupied;

2.2.2 Robbery during the Policy Period from the cashier's till and/or counter in the Insured Premises during business hours.

2.3 Special Conditions Applicable to Cover 2

2.3.1 It is a condition precedent to the Company's liability hereunder that the Insured shall:

2.3.1.1 immediately and in any event within 24 hours of the happening of any insured event giving rise to or likely to give rise to any claim under this Policy give written notice to the Company to the address shown in the Schedule, and in the case of the notification of an event likely to give rise to a claim, the Insured shall specify in writing the grounds for holding such belief;

2.3.1.2 immediately and in any event within 24 hours lodge a complaint with the police detailing the items and/or money lost in respect of which the Insured intends to submit a claim or the circumstances which might reasonably be expected to give rise to a claim, and within the same period provide a copy of that written complaint and the First Information Report to the Company;

2.3.1.3 within 14 days deliver to the Company a detailed written statement of the items and/or money lost and an estimate of the quantum of any claim along with all documentation required to support and substantiate the amount sought from the Company;

2.3.1.4 expeditiously provide the Company and its representatives and appointees with all the information, assistance and documentation that they might reasonably require;

2.3.1.5 take all reasonable steps to identify the perpetrators of the Robbery and/or Burglary and discover and recover any Contents and/or money lost.

2.3.2 The Insured shall maintain a contemporaneous account of money held in a Safe or Strong Room and keep the same securely in some place other than the Safe or Strong Room. The liability of the Company (subject to the Limit of Indemnity) shall be limited to a sum not exceeding the amount shown in the aforesaid account, which shall be produced to the Company in the event of a claim.

2.4 Special Exclusions Applicable to Cover 2

The Company is not liable for and no indemnity or payment will be provided in respect of any loss arising out of, caused by, occasioned by, attributable to or howsoever connected to:

2.4.1 Valuables;

2.4.2 any claim in which the Insured, any employee or any other person lawfully on or about the Insured Premises is or is alleged to be in any way concerned or implicated;

2.4.3 any consequential losses of any kind, be they by way of loss of profit, loss of opportunity, loss of gain or potential gain, business interruption, market loss or otherwise, and any other legal liability of any kind;

2.4.4 Contents from any Safe or Strong Room following the use of a key to gain access thereto, or any duplicate thereof belonging to the Insured unless such key has been obtained by Robbery;

2.4.5 loss of or damage to livestock, motor vehicles, trucks, trailers and pedal cycles

3 Cover 3: Money Insurance

3.1 The Company will indemnify the Insured for the loss In Transit of money whilst carried by the Insured or its Employee, caused during the Policy Period by Robbery, theft or any other fortuitous event.

3.2 Special Conditions Applicable to Cover 3

3.2.1 It is a condition precedent to the Company's liability hereunder that the Insured shall:

3.2.1.1 immediately and in any event within 24 hours of the happening of any insured event giving rise to or likely to give rise to any claim under this Policy give written notice to the Company to the address shown in the Schedule, and in the case of the notification of an event likely to give rise to a claim, the Insured shall specify in writing the grounds for holding such belief;

3.2.1.2 immediately and in any event within 24 hours lodge a complaint with the police detailing the money lost in respect of which the Insured intends to submit a claim or the circumstances which might reasonably be expected to give rise to a claim, and within the same period provide a copy of that written complaint and the First Information Report to the Company;

- 3.2.1.3 within 14 days deliver to the Company a detailed written statement of the money lost and an estimate of the quantum of any claim along with all documentation required to support and substantiate the amount sought from the Company;
- 3.2.1.4 expeditiously provide the Company and its representatives and appointees with all the information, assistance and documentation that they might reasonably require;
- 3.2.1.5 take all reasonable steps to identify the perpetrators of the Robbery and/or theft and discover and recover any money lost.
- 3.2.2 The Insured shall:
 - 3.2.2.1 take all reasonable steps to safeguard the money and any means by which the money is In Transit against any insured event;
 - 3.2.2.2 ensure that any security system or aid specified in the proposal is maintained in accordance with any maintenance schedule or recommendations of the manufacturer or, if none, then as may be required, and kept in good and effective working condition;
 - 3.2.2.3 ensure that when the Insured Premises are unoccupied all safety installations and aids (including, but not limited to, any burglar alarm system) have been properly deployed.
- 3.2.3 The Insured shall maintain a contemporaneous daily written record of the money In Transit and such record shall be produced to the Company in the event of any claim.
- 3.3 Special Exclusions Applicable to Cover 3

The Company is not liable for and no indemnity or payment will be provided in respect of any loss arising out of, caused by, occasioned by, attributable to or howsoever connected to:

 - 3.3.1 any consequential losses of any kind, be they by way of loss of profit, loss of opportunity, loss of gain or potential gain, business interruption, market loss or otherwise and any other legal liability of any kind;
 - 3.3.2 loss of money carried by anyone other than the Insured or an Employee;
 - 3.3.3 loss of money where the Insured or an Employee is or is alleged to be involved as a principal or accessory or is alleged to be in anyway concerned or implicated;
 - 3.3.4 money carried under contract of affreightment;
 - 3.3.5 loss of money from an unattended vehicle;
 - 3.3.6 loss due to or in any way contributed to by the Insured having knowingly permitted or caused or suffered anything to be done or not done whereby the risks hereby insured against were increased;
 - 3.3.7 any loss of or damage to any property, whether belonging to the Insured, an employee or any third party;
 - 3.3.8 any personal or bodily or mental injury or suffering of any description;
 - 3.3.9 any loss not discovered within a period of 72 hours after its occurrence;

4. Cover 4: Plate Glass

- 4.1 The Company will indemnify the Insured in respect of:
 - 4.1.1 any Accidental loss of or damage caused to Plate Glass at the Insured Premises occurring during the Policy Period, and
 - 4.1.2 the reasonable cost of repairing and reinstating frames and/or framework necessitated by such loss or damage to Plate Glass, but subject to a maximum payment of Rs.5,000/- for each and every claim.
- 4.2 Special Conditions Applicable to Cover 4
 - 4.2.1 The Company may, in its sole and absolute discretion, repair, replace or reinstate the Plate Glass to a condition equivalent to that which existed immediately prior to the insured event as an alternative to making payment to the Insured.
 - 4.2.2 If the Company opts to make payment to the Insured, then:
 - 4.2.2.1 The payment will be assessed by reference to the cost of replacing the Plate Glass with glass of plain and ordinary glazing quality, unless specifically stated otherwise in the Schedule.
 - 4.2.2.2 Where any Plate Glass is no longer in production, the payment will be assessed by reference to the latest available price that was being charged by reputable manufacturers for the same or similar Plate Glass.
 - 4.2.2.3 The Company's liability to make payment shall be up to the sub-limit of the Sum Insured specified in the Schedule for each item of Plate Glass, subject always to the Sum Insured.
 - 4.2.2.4 All Plate Glass in respect of which a claim is accepted under this Policy shall become the property of the Company and the Insured shall, at its own expense, take all steps to preserve it and remove from it any uninsured items.
- 4.3 Special Exclusions Applicable to Cover 4

The Company is not liable for and no indemnity or payment will be provided in respect of any loss arising out of, caused by, occasioned by, attributable to or howsoever connected to:

 - 4.3.1 Any loss or damage that could have been insured against under a fire policy.
 - 4.3.2 Cracked, scratched, or imperfect Plate Glass.
 - 4.3.3 Any loss or damage caused wilfully or knowingly by the Insured or his employees, or any loss or damage in which the Insured or any person acting on his behalf is or is alleged to be involved or implicated.
 - 4.3.4 Any Plate Glass other than Plate Glass of plain and ordinary glazing quality, unless specifically stated otherwise in the Schedule.
 - 4.3.5 Any consequential losses of any kind, be they by way of loss of profit, loss of opportunity, loss of gain or potential gain, business interruption, market loss or otherwise or by reason of personal injury and any other legal liability of any kind;
 - 4.3.6 During the course of any alteration, removal or repair to the Plate Glass.

5. Cover 5: Breakdown of Business Equipment

- 5.1 The Company will indemnify the Insured against the repair or replacement costs in respect of Business Equipment caused by any unforeseen and sudden physical loss (except a cause which is excluded), provided that the liability of the Company in respect of any one item of Business Equipment in any one Policy Period will not individually or in the aggregate exceed the sub-limit of the Sum Insured set against such item in the Schedule.
- 5.2 Special Conditions Applicable to Cover 5
- 5.2.1 Provided that the Sum Insured in respect of each item of Business Equipment is equal to the cost of the replacement of the same with new property of the same kind and capacity, the basis of loss settlement shall be as follows:
- 5.2.1.1 Where an item can reasonably be repaired or reinstated at a cost less than the replacement cost, the Company will indemnify the Insured in respect of the expenses necessarily incurred to restore such item to its state immediately prior to the happening of the insured event. No depreciation will be deducted except for parts with limited life.
- 5.2.1.2 In the case of a total loss, the Company shall indemnify the Insured in respect of the restoration or replacement costs up to the sub-limit of the Sum Insured set against such item in the Schedule, subject to deducting proper depreciation from the replacement value of the item.
- 5.2.1.3 If the value of the Business Equipment hereby insured shall at the time of any insured event be collectively of greater value than the Sum Insured thereon, then the Insured shall be considered his own insurer of the difference and shall bear a rateable proportion of the loss or damage. Every item, if more than one, shall be separately subject to this Special Condition.
- 5.2.1.4 The Insured shall bear the first 1% or Rs.250/- (whichever is higher) of any claim concerning any item of Business Equipment.
- 5.3 Special Exclusions Applicable to Cover 5
- The Company is not liable for and no indemnity or payment will be provided in respect of any loss arising out of, caused by, occasioned by, attributable to or howsoever connected to:
- 5.3.1 any fault or defect of which the Insured was or ought reasonably to have been aware at the commencement of the Policy Period, regardless of whether such was or should have been known to the Company;
- 5.3.2 loss or damage for which the manufacturer or supplier is responsible;
- 5.3.3 loss or damage caused to any item of Business Equipment older than 10 years from the date of manufacture;
- 5.3.4 loss or damage due to or consequent upon wear and tear, gradual deterioration, atmospheric or climatic conditions, rust, corrosion, moth, vermin or insect;
- 5.3.5 any costs incurred in connection with the maintenance of Business Equipment, including parts replaced in the course of such maintenance operations;
- 5.3.6 any costs incurred in connection with the elimination of functional failures unless such failures were caused by an insured event hereunder;
- 5.3.7 loss or damage caused by or arising out of the wilful acts or wilful gross negligence of the Insured and/or the Insured's employees;
- 5.3.8 the cost of transporting the Business Equipment to and/or from the place of repair;
- 5.3.9 loss of or damage to any Business Equipment by perils insurable under other Covers of this Policy;
- 5.3.10 loss or damage to mobile phones or other similar communication devices.

6 Cover 6: Neon Sign/Glow Sign

- 6.1 The Company will indemnify the Insured against the reasonable repair or replacement costs of the Insured's neon sign or glow sign fixed at the Insured Premises caused by:
- 6.1.1 Accidental means;
- 6.1.2 Accidental fire, flood or inundation;
- 6.1.3 lightning or external explosion or theft;
- 6.1.4 riot, strike, or malicious act
- 6.1.5 storm, tempest, typhoon, hurricane, tornado or cyclone, occurring during the Policy Period.
- 6.2 Special Conditions Applicable to Cover 6
- 6.2.1 Where an item can reasonably be repaired or reinstated at a cost less than the replacement cost then, the Company will indemnify the Insured in respect of the expenses necessarily incurred to restore such item to its state immediately prior to the happening of the insured event.
- 6.2.2 In the case of a total loss, the Company shall indemnify the Insured in respect of the restoration or replacement costs up to the Limit of Indemnity.
- 6.3 Special Exclusions Applicable to Cover 6
- The Company is not liable for and no indemnity or payment will be provided in respect of any loss arising out of, caused by, occasioned by, attributable to or howsoever connected to:
- 6.3.1 any fault or defect of which the Insured was or ought reasonably to have been aware at the commencement of the Policy Period, regardless of whether such was or should have been known to the Company;
- 6.3.2 loss or damage for which the manufacturer or supplier is responsible;
- 6.3.3 loss or damage due to or consequent upon wear and tear, gradual deterioration, atmospheric or climatic conditions, rust, corrosion, moth, vermin or insect;
- 6.3.4 any costs incurred in connection with maintenance, including parts replaced in the course of such maintenance operations;
- 6.3.5 any costs incurred in connection with the elimination of functional failures unless such failures were caused by an indemnifiable event hereunder;
- 6.3.6 loss or damage caused by or arising out of the wilful acts or wilful gross negligence of the Insured and/or the Insured's employees;



- 6.3.7 the fusing or burning out of bulbs and/or tubes arising from short-circuit or arcing or any other mechanical or electrical breakdown or faults;
- 6.3.8 loss of or damage caused by sun, rain, hail, or climatic or atmospheric conditions.

7. Cover 7: Electronic Equipment

- 7.1 The Company will indemnify the Insured against:
 - 7.1.1 the repair or replacement costs incurred by the Insured in respect of the Accidental loss of or damage to Electronic Equipment, provided that the liability of the Company in respect of any one item of Electronic Equipment in any one Policy Period will not individually or in the aggregate exceed the sub-limit of the Sum Insured set against such item in the Schedule;
 - 7.1.2 the repair or replacement costs incurred by the Insured in respect of the Accidental loss of or damage to External Data Media and/or the costs of restoring information and data stored therein, provided that:
 - 7.1.2.1 the maximum liability of the Company in respect of any one item of External Data Media in any one Policy Period shall not exceed the cost of replacing the damaged External Data Media with new External Data Media of the same type and quality; and
 - 7.1.2.2 the maximum liability of the Company in respect of the restoration of information and data stored in the External Data Media shall not exceed the cost of restoring any information and data lost from a backup system for the lost data and information; and
 - 7.1.2.3 the Company shall not be liable to make payment for the restoration of information and data stored in the External Data Media unless this can be achieved from a backup system for the lost data and information.
- 7.2 Special Conditions Applicable to Cover 7.1.1
 - 7.2.1 Provided that the Sum Insured in respect of each item of Electronic Equipment specified in the Schedule shall be equal to the cost of replacement of the same with new property of the same kind and capacity, and in respect of External Data Media, the basis of loss settlement shall be as follows:
 - 7.2.1.1 Where an item can reasonably be repaired or reinstated at a cost less than the replacement cost then, the Company will indemnify the Insured in respect of the expenses necessarily incurred to restore such item to its state immediately prior to the happening of the insured event. No depreciation will be deducted except for parts with limited life.
 - 7.2.1.2 In the case of a total loss, the Company shall indemnify the Insured in respect of the restoration or replacement costs up to the sub-limit of the Sum Insured set against such item in the Schedule, subject to deducting proper depreciation from the replacement value of the item.
 - 7.2.2 If the value of any Electronic Equipment hereby insured shall at the time of any insured event be collectively of greater value than the Sum Insured thereon then the Insured shall be considered his own insurer of the difference and shall bear a rateable proportion of the loss or damage. Every item, if more than one, shall be separately subject to this Special Condition.
 - 7.2.3 If, in the opinion of the Company, it is unnecessary to restore lost data or information and/or if the same has not been effected by the Insured within [] days of the Accident causing the data or information to be lost, then the Company's liability to make payments shall be limited solely to the cost of repairing or replacing the damaged External Data Media.
- 7.3 Special Exclusions Applicable to Cover 7

The Company is not liable for and no indemnity will be provided in respect of any loss arising out of, caused by, occasioned by, attributable to or howsoever connected to:

 - 7.3.1 any fault or defect of which the Insured was or ought reasonably to have been aware at the commencement of the Policy Period, regardless of whether such was or should have been known to the Company;
 - 7.3.2 loss or damage for which the manufacturer or supplier is responsible;
 - 7.3.3 loss or damage caused to any item of Electronic Equipment older than 10 years from the date of manufacture;
 - 7.3.4 loss or damage due to or consequent upon wear and tear, gradual deterioration, atmospheric or climatic conditions, rust, corrosion, moth, vermin or insect;
 - 7.3.5 any costs incurred in connection with the maintenance of the Electronic Equipment, including parts replaced in the course of such maintenance operations;
 - 7.3.6 any costs incurred in connection with the elimination of functional failures unless such failures were caused by an indemnifiable event hereunder;
 - 7.3.7 loss or damage caused by or arising out of the wilful acts or wilful gross negligence of the Insured and/or the Insured's employees;
 - 7.3.8 the cost of transporting the Electronic Equipment to and from the place of repair;
 - 7.3.9 loss of or damage to any Electronic Equipment by perils insurable under any other Cover of this Policy;
 - 7.3.10 loss or damage to mobile phones or other similar communication devices.
 - 7.3.11 False programming, punching, labelling or inserting, or the inadvertent cancelling of information or data contained in External Data Media.
 - 7.3.12 The first 10% or Rs.2,500/- (whichever is higher) of each and every claim in respect of damage to computers, and the first 5% or Rs.1000/- (whichever is higher) of any claim concerning any other item of Electronic Equipment and/or External Data Media.

8. Cover 8: Fidelity Guarantee

- 8.1 The Company will provide an indemnity in respect of direct pecuniary loss sustained by the Insured in consequence of any deliberate fraudulent or dishonest act of an Employee, and first committed during the Period of Insurance, provided that:
 - 8.1.1 such loss is committed during the course of the Business, and
 - 8.1.2 such loss is committed by the Employee with the primary intention to obtain personal financial gain, and
 - 8.1.3 such loss is first discovered during the Policy Period, and
 - 8.1.4 the Company's liability to indemnify is subject to the Deductible, the Employee Sum Insured and the Limit of Indemnity.
- 8.2 Special Conditions Applicable to Cover 8





- 8.2.1 It is a condition precedent to the Company's liability under this Policy that upon the discovery of any event giving rise to a claim, or the existence of circumstances likely to give rise to a claim (regardless of whether the quantum of the claim can be ascertained), the Insured shall:
- 8.2.1.1 immediately and, in any event, within 7 days, give full written notice of the same (including an estimate of the loss) to the address shown in the Schedule for this purpose and in the case of the existence of circumstances likely to give rise to a claim shall specify the grounds for such belief, and
- 8.2.1.2 take all reasonable steps to minimise the quantum of any Claim that may be made and/or any further loss that might arise, and
- 8.2.1.3 immediately lodge a complaint with the police detailing the loss in respect of which the Insured intends to claim, and provide a copy of that written complaint, the First Information Report and/or Final Report to the Company, and
- 8.2.1.4 within 14 days deliver to the Company a detailed written statement of the loss that has occurred and an estimate of the quantum of any claim along with all documentation required to support and substantiate the amount sought from the Company, and
- 8.2.1.5 expeditiously and at the Insured's cost provide the Company and its representatives and appointees with access to and all of the information, assistance, records and documentation in relation to the loss and the Company's liability hereunder that might reasonably be required.
- 8.2.2 In the event of the non-renewal or cancellation of this Policy, the Company shall (subject to the Policy terms, conditions, and exclusions) accept losses arising during the Policy Period and first discovered within 90 days of the date of cancellation or expiry of the Policy Period, as the case may be.
- 8.2.3 If a loss is sustained by the Insured as a result of the fraudulent or dishonest conduct of an Employee and other employees, then the liability of the Company shall stand reduced in the same proportion as the number of Employees bears to the number of employees involved in causing the said loss.
- 8.2.4 Any monies which, but for the dishonest or fraudulent conduct of the Employee concerned, would have been payable to such Employee by the Insured and any monies of such Employee with the Insured (or which may come into the custody, care or control of the Insured) shall be applied by the Insured, to the extent it is legally entitled to do so, against the amount payable by the Company in diminution or extinction of any loss.
- 8.2.5 In no event shall the Company be liable under this Policy for more than the actual cash value of money, bullion, travellers cheques, negotiable instruments, bearer bonds or coupons, stamps, cheques, bank or currency notes or similar instruments on the day upon which the loss is discovered.
- 8.2.6 If so indicated in the Schedule, then during the Policy Period the Insured shall maintain a proper and contemporaneous record of the actual amount of cash or stock held by Employees, which record shall be available for inspection by the Company at any reasonable time. Within one month from the expiry of this Policy the Insured shall provide the Company with a written record of the actual amount of cash or stock held by Employees during the Policy Period and any information or supporting documentation in respect thereof that the Company may request. If the amount of cash or stock held by Employees ascertained after the expiry of this Policy shall differ from the Insured's estimate thereof as stated in the proposal, then (if the actual amount of cash or stock held by Employees exceeds the Insured's estimate of the same) the Insured shall pay to the Company any additional premium that the Company may determine by reference to the differential, or (if the actual amount of cash or stock held by Employees is less than the Insured's estimate of the same) the Company will reimburse the Insured by reference to the differential but subject to minimum retention of premium of 75%.
- 8.2.7 The insurance provided by this Policy shall be deemed cancelled in respect of any Employee:
- 8.2.7.1 immediately upon the discovery by the Insured of any dishonest or fraudulent act, error or omission on the part of such Employee; no cover shall be available hereunder in respect of any loss sustained in consequence of any fraudulent or dishonest act, error or omission occurring after the date of the discovery of (or of reasonable cause for suspicion of) the same on the part of the Employee concerned;
- 8.2.7.2 immediately upon the Company and/or the Insured giving written notice of the same.
- 8.3 **Special Exclusions Applicable to Cover 8**
- The Company is not liable for and no indemnity will be provided in respect of any loss arising out of, caused by, occasioned by, attributable to or howsoever connected to:
- 8.3.1 any consequential losses of any kind, be they by way of loss of profit, any loss not reflected in the Insured's books of account, loss of opportunity, business interruption, market loss, loss of gain or potential gain which should have accrued to the Insured (including but not limited to interest and dividends), or otherwise;
- 8.3.2 any legal liability of any kind;
- 8.3.3 any fraudulent or dishonest act of an Employee not discovered within 12 months (subject to condition 8.2.2) of the date upon which such Employee ceased to be an employee of the Insured for any reason;
- 8.3.4 any expenses incurred by the Insured in establishing the existence of or quantification of any fact or matter or loss giving rise to a claim under this Policy;
- 8.3.5 any fact or matter or circumstance of which the Insured was, or ought reasonably to have been, aware at the commencement of the Policy Period.
- 8.3.6 The Company is not liable for and no indemnity will be provided in respect of any loss arising in circumstances where:
- 8.3.6.1 the Insured carries on any business other than the Business, and/or
- 8.3.6.2 there is any material change in the facts and matters stated in the Insured's proposal, and/or
- 8.3.6.3 the duties or terms of service of Employees differ from those described in the proposal, and/or
- 8.3.6.4 the precautions and checks for ensuring the accuracy of the Insured's accounts and stocks are not as described in the Insured's proposal,
- 9. Cover 9: Personal Accident**
- 9.1 In the event of any Accidental Bodily Injury during the Policy Period causing the Named Insured's death within 12 months of the Accidental Bodily Injury being sustained, the Company will pay the Sum Insured whereafter this Cover 9 shall expire in relation to that Named Insured.
- 9.2 In the event of an admitted claim under clause 9.1, the Company will also (in addition to the Sum Insured) pay up to 2% of the Sum Insured or Rs.5,000/- (whichever is lower) towards the cost of transporting the Named Insured's remains from the place of death to the hospital/ residence and/or cremation and/or burial ground.
- 9.3 In the event of Accidental Bodily Injury sustained during the Policy Period causing the Named Insured's Permanent Total Disability within 12 months of the Accidental Bodily Injury being sustained, the Company will pay 125% of the Sum Insured whereafter this Cover 9 shall expire in relation to that Named



Insured. If the Insured was suffering from any permanent disability prior to the date upon which Accidental Bodily Injury was sustained, then the Company's liability to make payment hereunder shall be reduced by the extent of the same, as advised by the Company's medical advisors.

9.4 Special Conditions Applicable to Cover 9

9.4.1 The Insured shall immediately notify the Company of any and all changes during the Policy Period to the Named Insured's professional activity or occupation as stated in the proposal. If any such change to the Named Insured's professional activity or occupation would have resulted in the Company charging a higher premium at the inception date of this Policy then the Company's liability shall be reduced pro-rata based on the rate of premium collected and the rate applicable to the new occupation until the appropriate additional premium demanded by the Company is paid by the Insured.

9.4.2 It is a condition precedent to the Company's liability under this Policy that in the event of any Accidental Bodily Injury that may give rise to a claim:

9.4.2.1 the Insured and/or the Named Insured or his successor or legal heirs shall immediately and in any event within 14 days provide the Company with written notification of a claim, and

9.4.2.2 the Named Insured shall immediately and without any delay, consult a Physician and follow such advice and treatment that the Physician might recommend, and

9.4.2.3 the Named Insured shall take every other reasonable step and/or measure to minimise the consequences of the Bodily Injury, and

9.4.2.4 in the event of the Named Insured's death, written notice accompanied by a copy of the post mortem report (if any) is given to the Company within 14 days (regardless of whether any other notice might already have been given to the Company), and

9.4.2.5 the Insured and/or the Named Insured shall expeditiously provide the Company with or arrange for the Company to be provided with any and all information and documentation in respect of the claim and/or the Company's liability hereunder that may be requested, and the Named Insured shall submit himself for examination by the Company's medical advisors as often as may be considered necessary by the Company.

9.4.3 The Company shall only make payment under this Policy to the Insured or the Named Insured. Any payment made in good faith by the Company as aforesaid shall operate as a complete and final discharge of the Company's liability to make payment under this Policy for such claim.

9.5 Special Exclusions Applicable to Cover 9

The Company is not liable for and no indemnity will be provided in respect of any loss arising out of, caused by, occasioned by, attributable to or howsoever connected to:

9.5.1 Suicide, attempted suicide or self inflicted injury or illness.

9.5.2 Whilst under the influence of intoxicating liquor or drugs.

9.5.3 Any deliberate or intentional, unlawful or criminal act, error, or omission of the Insured and/or the Named Insured.

9.5.4 Any accident resulting from war (whether declared or not), civil war, invasion, act of foreign enemies, rebellion, revolution, insurrection, mutiny, military or usurped power, seizure, capture, arrest, restraint or detainment, confiscation or nationalisation or requisition of or damage by or under the order of any government or public local authority.

9.5.5 Any consequential losses of any kind, be they by way of loss of profit, loss of opportunity, loss of gain or potential gain, business interruption, market loss or otherwise and any other legal liability of any kind of the Insured and/or the Named Insured.

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

9.5.7 Any accident suffered by the Named Insured on account of his participation as the driver, co-driver or passenger of a motor vehicle during motor racing or trial runs.

9.5.8 Any accident caused either directly or indirectly by nuclear energy, radiation.

9.5.9 Curative treatments or interventions that the Named Insured performs or has had performed on his body.

9.5.10 Venereal or sexually transmitted disease.

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

9.5.12 Pregnancy, resulting childbirth, miscarriage, abortion, or complication arising out of any of the foregoing.

9.5.13 The Named Insured's participation in any naval, military or air force operations whether in the form of military exercises or war games or actual engagement with the enemy, whether foreign or domestic.

If the Company asserts that by reason of these Exclusions any claim is not covered by this Policy, the burden of proving that such claim is covered shall be upon the Insured.

10 Cover 10: Public Liability

10.1 The Company will indemnify the Insured against its legal liability (including Defence Costs) to pay Damages for third party civil Claims arising out of Bodily Injury or Property Damage caused in the course of the Business by an Accident in the Insured Premises and during the Policy Period if notified during the Policy Period in accordance with the terms of this Policy.

10.2 The Company will, subject to the Limit of Indemnity, pay all costs, fees and expenses incurred with their prior written consent in the investigation, defence or settlement of any Claim and the Insured's costs of representation at any civil inquest, inquiry, or other proceedings in respect of matters which have a direct relevance to an actual or anticipated Claim against the Insured falling within the terms of this Policy. All amounts expended by the Company in the payment of any Claim or in Defence Costs will reduce the Limit of Indemnity.

10.3 Special Conditions Applicable to Cover 10

10.3.1 It is a condition precedent to the Company's liability hereunder that the Insured shall immediately and in any event within []days 14 days give the Company written notice, to the address specified in the Schedule for this purpose, of:

10.3.1.1 any Claim made against the Insured during the Policy Period; and/or

- 10.3.1.2 any circumstance occurring during the Policy Period which might reasonably be expected to give rise to a Claim and any circumstance notified under this clause and any subsequent Claim arising out of the circumstance so notified shall be deemed to have been made during the Policy Period, and 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 hereunder or incur any costs or expenses in connection therewith without the prior written consent of the Company, which shall be entitled (but in no case obliged) to take over and conduct in the name of the Insured the investigation, defence and/or settlement of any Claim, for which purpose the Insured shall give all the information, documentation, records and other assistance that the Company and/or its representatives may reasonably require. Having taken over the defence of any Claim, the Company may in its sole and absolute discretion relinquish the same.
- 10.3.2 The Company will not settle any Claim without the consent of the Insured. If, however, the Insured refuses to consent to any settlement recommended by the Company and elects to contest or continue any legal proceedings then the liability of the Company shall not exceed the amount for which the Claim could have been so settled plus the costs and expenses incurred with its consent up to the date of such refusal.
- 10.3.3 In respect of any Claim, the Company may in its sole and absolute discretion make a payment to the Insured (inclusive of Defence Costs) of the amount available under the Limit of Indemnity or of any lesser amount for which the Claim may in fact be settled (whichever is the lesser) in full and final settlement of all liability of the Company to the Insured under this Policy in respect of that Claim.
- 10.3.4 The Insured shall keep accurate records of its annual turnover, including all taxes and duties paid by it, and will provide the Company with access to such records as requested. The Company may at any reasonable time inspect any property of the Insured.
- 10.3.5 If, in the case of continual and continuous inhalation, ingestion or application of any substance resulting from an insured event, the Insured and the Company should disagree as to when the Bodily Injury or the Property Damage happened, then:
- 10.3.5.1 the Bodily Injury shall be deemed to have occurred when the claimant first consulted a qualified medical practitioner in respect of the same, and
- 10.3.5.2 the Property Damage shall be deemed to have occurred when it first became physically evident to the claimant, even if the cause itself was unknown.
- 10.4 Special Exclusions Applicable to Cover 10
- The Company is not liable for and no indemnity will be provided in respect of any loss arising out of, caused by, occasioned by, attributable to or howsoever connected to:
- 10.4.1 Any agreed assumption of risk by the Insured, save to the extent that liability would have attached in the absence of such agreement.
- 10.4.2 Any accident arising out of the deliberate, wilful or intentional non-compliance with any statutory provision.
- 10.4.3 Any bodily injury of any person under a contract of employment or apprenticeship with the Insured, or the Insured's contractors or sub-contractors, if such bodily injury was contracted and/or arose out of and in the course of his employment.
- 10.4.4 The Insured's consequential losses of any kind, be they by way of loss of profit, loss of opportunity, business interruption, market loss or otherwise, or any claims arising out of loss of a pure financial nature such as loss of goodwill.
- 10.4.5 The infringement of plans, copyrights, patents, trade names, trade marks or registered designs.
- 10.4.6 Libel, slander, false arrest, wrongful eviction, wrongful detention, defamation including mental injury, anguish or shock resulting therefrom.
- 10.4.7 The ownership possession or use by or on behalf of the Insured of any motor vehicle or trailer for which compulsory insurance is required by legislation other than the following:
- 10.4.7.1 accidents caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer;
- 10.4.7.2 accidents occurring beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer;
- 10.4.7.3 claims for damage to any bridge, weighbridge, road or anything beneath caused by the weight of any motor vehicle or trailer or of the load carried therein;
- 10.4.7.4 claims arising out of any motor vehicle or trailer temporarily in the Insured's custody or control for the purpose of parking.
- 10.4.8 The ownership, possession or use by or on behalf of the Insured of any watercraft, hovercraft, or air- or spacecraft.
- 10.4.9 The transportation of materials and/or hazardous or dangerous substances outside the Insured's Premises.
- 10.4.10 Damage to property belonging to third parties that is rented, leased or hired or under hire-purchase or on loan to the Insured. An indemnity shall however be provided for claims arising out of accidental damage to the Insured Premises or the Contents thereof, that are temporarily occupied by the Insured for working thereon, but only to the extent the Insured is held legally liable for the same independently of any specific agreement relating to the use of the same.
- 10.4.11 Damage to property belonging to third parties handled by the Insured by way of his trade or worked upon by or in the care, custody or control of the Insured or any person employed by or working for the Insured. An indemnity shall however be provided for claims arising out of damage to employees' and visitors clothing or personal effects brought onto the Insured's Premises with the Insured's consent.
- 10.4.12 The deliberate, conscious or intentional disregard by the Insured's management of the need to take all reasonable steps to prevent Bodily Injury and/or Property Damage.
- 10.4.13 Bodily Injury and/or Property Damage occurring prior to the Retroactive Date.
- 10.4.14 Any liability under the Public Liability Insurance Act 1991, any amendment thereto, or any other statute or law which attaches liability on a no fault basis.
- 10.4.15 Pollution of any kind.
- 10.4.16 Any Product.
- 10.4.17 Any Claim made, threatened or intimated against the Insured prior to the Policy Period.
- 10.4.18 Any Claim directly or indirectly arising out of, or in any way involving any fact or circumstance of which written notice has been given, or ought reasonably to have been given, under any previous policy (whether insured by the Company or not); or of which the Insured first became aware prior to the Policy Period and which the Insured knew or ought reasonably to have known had the potential to give rise to a claim.
- 10.4.19 Liability more specifically insured elsewhere.

- 10.4.20 Any Claim made where the circumstances that exist are materially different to the circumstances represented by the Insured in the proposal.
- 10.4.21 Any Claim directly or indirectly made or arising in any respect from or in any manner connected to earthquake, tornado, typhoon, cyclone, flood or other convulsions of nature or atmospheric disturbance.

11 COVER 11 : WORKMENS COMPENSATION ACT

11.1 If at 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 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 remained unaltered.

11.2 Special Exclusions applicable to Cover 11

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

- 11.2.1 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 or military or usurped power;
- 11.2.2 the Insured's liability to employees of contractors to the Insured;
- 11.2.3 any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
- 11.2.4 any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party.

B Definitions

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

- 1 Policy Period means the period between the commencement date and the expiry date shown in the Schedule.
- 2 Insured means the person named in the Schedule.
- 3 Insured Premises means the premises named in the Schedule from which the Insured operates his Business.
- 4 Schedule means the Schedule attached to and forming part of this Policy.
- 5 Plate Glass means the glass described in Schedule which is installed in the door or window or wall of the structure.
- 6 Burglary means the unforeseen and unauthorised entry to or exit from the Insured Premises by aggressive and detectable means with the intent to steal Contents therefrom.
- 7 Contents means the items specified in the Schedule.
- 8 Valuables means:
 - 8.1 gold or silver or any precious metals or articles made from any precious metals;
 - 8.2 watches or jewellery or precious stones or models or coins or curios, sculptures, manuscripts, stamps, collections of stamps, rare books, medals, moulds, designs or any other collectibles;
 - 8.3 deeds, ATM cards, credit cards, charge cards, bonds, bills of exchange, bank, treasury or promissory notes, cheques, money, securities, or any other negotiable instrument.
- 9 Policy means the proposal, the Schedule, the Policy document and any endorsements attaching to or forming part thereof either on the effective date or during the Policy Period.
- 10 Accident or Accidental means a sudden, unintended, fortuitous visible and external event.
- 11 Bodily Injury means physical bodily harm or injury, but does not include any mental sickness, disease or illness.
- 12 Physician means a qualified medical practitioner holding a valid and subsisting license, granted by the appropriate licensing authority, and acting within the scope of his license.
- 13 Permanent Total Disability means a Physician certified total, continuous and permanent:
 - 13.1 loss of sight of both eyes;
 - 13.2 physical separation of or loss of ability to use both hands or both feet;
 - 13.3 physical separation of or loss of ability to use one hand and one foot;
 - 13.4 loss of sight on one eye and physical separation of or loss of ability to use either one hand or one foot.
- 14 Sum Insured means the amount stated in the Schedule, which is (save as expressly stated to the contrary) the maximum amount (regardless of the number of amount of claims made or the number of the Insureds who make a claim) for any one claim and in the aggregate for all claims for which the Company will make payment in relation to the Cover to which the Sum Insured relates during the Policy Period.
- 15 Deductible means the amount stated in the Schedule which shall be borne by the Insured in respect of each and every claim made under this Policy. The Company's liability to make any payment under the Policy is in excess of the Deductible.
- 16 Damages means monetary sums payable pursuant to judgments or awards and/or settlements negotiated by or on behalf of the Insured, but shall not include fines, penalties, punitive damages, exemplary damages, non-pecuniary relief, taxes, or any other amount for which an Insured is not financially liable, or which is without legal recourse to the Insured, or any matter that may be or be deemed to be uninsurable under Indian law.
- 17 Electronic Equipment mean the items specified in the Schedule and which are contained or fixed at or in the Insured Premises.



- 18 Property Damage means actual physical damage to tangible material property belonging to a third person.
- 19 Named Insured for the purposes of Cover 9 (Personal Accident) means the person or persons named in the Schedule.
- 20 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.
- 21 Business means the business of the Insured specified in the Schedule.
- 22 Limit of Indemnity means the amount stated in the Schedule, which shall be the Company's maximum liability under this Policy (inclusive of Damages and/or Defence Costs, and regardless of the number of Insureds or claimants or the total number or amount of Claims made against the Insured) for any one Claim and in the aggregate for all Claims made against the Insured during the Policy Period.
- 23 Robbery means the theft of Contents at the Insured Premises using unforeseen, aggressive and violent means against the Insured's Employees.
- 24 Employee Sum Insured means the amount specified in the Schedule against the name of an Employee which, subject to the Limit of Indemnity, shall be the Company's maximum liability for any and all claims in respect of that Employee.
- 25 Employee means, for the purposes of Section 8 (Fidelity Guarantee Cover), the person(s) named in the Schedule or person(s) falling within the categories of persons named in the Schedule, who are permanently employed by the Insured [on its rolls] for the purpose of Insured's business and have entered into a written contract of employment with the Insured.
- Otherwise, Employee means a person who has entered into a contract of service with the Insured, whether such contract of service is expressed or implied, verbal or written, but shall not include a person whose employment is of a casual nature and/or who is employed other than for the purposes of the Business.
- Otherwise, Employee means a person who has entered into a contract of service with the Insured, whether such contract of service is expressed or implied, verbal or written, but shall not include a person whose employment is of a causal nature and/or who is employed other than for the purposes of the Business.
- 26 Claim 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.
- All Claims resulting from one and the same act, error or omission, or a series of acts errors or omissions arising out of the same cause or event, or caused by continuous or repeated exposure to substantially the same harmful conditions, shall jointly constitute one Claim under this Policy and as having been made at the time when the first Claim was made in writing. The coverage for such Claims shall expire 3 years after the first Claim of such series has been notified to the Company.
- 27 Safe means a strong fixed cabinet within the Insured Premises designed for the safe and secure storage of valuable items, and access to which is restricted.
- 28 Strong Room means a room within the Insured Premises designed for the secure storage of money, and access to which is restricted.
- 29 In transit means any mode of transportation of money for the payment of wages, salaries and other earnings or for petty cash directly between a bank and/or the Insured Premises and/or a Point In Transit by the Insured or an Employee from the time money is received at the bank and/or the Insured Premises and/or a Point In Transit by the Insured or an Employee until delivered to the bank and/or the Insured Premises and/or a point In Transit by the Insured or an Employee.
- 30 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.
- 31 Business Equipment means the items specified in the Schedule which are contained in or fixed at the Insured Premises and used solely in the course of the Business.
- 32 Period of Insurance means the period between the Retroactive Date and the expiry date specified in the Schedule and, if no Retroactive Date is specified, then the Policy Period.
- 33 Retroactive Date means the date specified in the Schedule.
- 34 Product means any tangible material property which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the Insured and which has left his possession, custody or control. This shall not apply to food and beverages supplied by or on behalf of the Insured to his employees as a staff benefit.
- 35 External Data Media means the items specified in the Schedule, which are located at or fixed in the Insured Premises.

C General Exclusions

Save as expressly stated to the contrary, and in addition to the Specific Exclusions stated for any individual Cover, no cover is available hereunder and no payment will be made by the Company for any claim directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following:

- 1 The Insured's consequential losses of any kind, be they by way of loss of profit, loss of opportunity, loss of gain, business interruption, market loss or otherwise, or any claims arising out of loss of a pure financial nature such as loss of goodwill.
- 2 Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
- 3 The radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 4 Asbestosis or in any manner related to or arising out of the sale, manufacture, production, distribution or the like of asbestos.
- 5 Any circumstance, fact or mater of which the Insured was or ought reasonably to have been aware prior to the commencement of the Policy Period.
- 6 War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition of or damage to property by or under the order of any government or public local authority.



- 7 Liability more specifically insured elsewhere.
- 8 Earthquake, flood, storm, cyclone or other convulsions of nature or atmospheric disturbances unless specifically covered.
- 9 Libel, slander, false arrest, wrongful eviction, wrongful detention, defamation including mental injury, anguish or shock resulting therefrom.

D General Conditions

1 Due Observance

The due observance of and compliance with the terms, provisions, warranties and conditions of this Policy insofar as they relate to anything to be done or complied with by the Insured and/or, where applicable, the Named Insured, shall be a condition precedent to any liability of the Company under this Policy.

2 Reasonable Care

2.1 The Insured and/or, where applicable, the Named Insured, shall:

- 2.1.1 take all reasonable steps to safeguard the Contents and the Insured Premises against any insured event;
- 2.1.2 take all reasonable steps to prevent a claim from arising under this Policy;
- 2.1.3 ensure that any security system or aid is maintained in accordance with any maintenance schedule or recommendations of the manufacturer or if none then as may be required, and kept in good and effective working condition;
- 2.1.4 when the Insured Premises are left unattended or unoccupied, ensure that all means of entry to or exit from the Insured Premises have been properly and safely secured and any security system or aid has been properly deployed.

3 Duties and Obligations after Occurrence of an Insured Event

Save as more specifically provided for in the Special Conditions applicable to a particular Cover, it is a condition precedent to the Company's liability under this Policy that, upon the happening of any event giving rise to or likely to give rise to a claim under this Policy:

- 3.1 the Insured shall immediately and in any event within 14 days give written notice of the same to the address shown in the Schedule for this purpose, and in case of notification of an event likely to give rise to a claim to specify the grounds for such belief, and
- 3.2 the Insured shall, if advised to do so by the Company, immediately lodge a complaint with the police detailing the items lost and/or damaged and in respect of which the Insured intends to claim, and provide a copy of that written complaint, the First Information Report and/or Final Report to the Company, and
- 3.3 the Insured shall within 28 days deliver to the Company its completed claim form detailing the loss or damage that has occurred and an estimate of the quantum of any claim along with all documentation required to support and substantiate the amount sought from the Company, and
- 3.4 the Insured shall expeditiously provide the Company and its representatives and appointees with all the information, assistance, records and documentation that they might reasonably require, and
- 3.5 the Insured shall not admit liability or settle or make or promise any payment in respect of any claim which may be the subject of indemnity hereunder, or incur any costs or expenses in connection therewith, without the written consent of the Company which shall be entitled to take over and conduct in the name of the Insured the defence and/or settlement of any such claim, for which purpose the Insured shall give all the information and assistance that the Company may reasonably require. Defence Costs incurred by the Company or on behalf of the Insured shall reduce the Sum Insured.

4 Basis of Claim Payment (Applicable for section where not specifically mentioned)

- 4.1 Where a damaged item can reasonably be repaired or reinstated at a cost less than the replacement cost then the Company will indemnify the Insured in respect of the expenses necessarily incurred to restore such item to its state immediately prior to the happening of the insured event.
- 4.2 In the case of a total loss, the Company shall indemnify the Insured in respect of the restoration or replacement costs. The Company 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.
Unless otherwise expressly stated in the particular section, if the value of the Insured Premises and Contents hereby insured shall at the time of any insured event be collectively of greater value than the Sum Assured thereon then the Insured shall be considered his own insurer of the difference and shall bear a rateable proportion of the loss or damage. Every item, if more than one, shall be separately subject to this Condition. Further, it is agreed that under Cover 2 during the 45 days selected by the Insured under the caption of Special Festival Offer in the proposal form and shown in the Schedule, this condition will have no effect if the value at risk on the date of the loss is less than 125% of the sum insured.

5 Contribution

If, at the time of any claim, there is, or but for the existence of this Policy, would be any other policy of indemnity or insurance in favour of or effected by or on behalf of the Insured applicable to such claim, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage.

6 Subrogation

The Insured and any claimant under this Policy shall at the expense of the Company do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by the Company for the purpose of enforcing any civil or criminal rights and remedies or obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon the Company paying for or making good any loss or damage under this Policy whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by the Company.

7 Fraud

If the Insured or any claimant under this Policy shall make or advance any claim knowing the same to be false or fraudulent as regards amount or otherwise, this Policy shall be void and all claims or payments hereunder shall be forfeited.

8 Cancellation

- 8.1 This Policy may be cancelled by or on behalf of the Company by giving the Insured at least 14 days written notice and in such event the Company shall

refund to the Insured a pro-rata premium for the unexpired Policy Period. For the avoidance of doubt, the Company shall remain liable for any claim that was made prior to the date upon which this insurance is cancelled.

8.2 This Policy may be cancelled by the Insured at any time by giving at least 14 days written notice to the Company. The Company will refund premium in accordance with the Short Period Scale below:

Short Period Scale	
Period of Risk (Not exceeding)	Premium to be retained (%age of the Annual Rate)
1 Week	10%
1 Month	25%
2 Months	35%
3 Months	50%
4 Months	60%
6 Months	75%
8 Months	85%
Exceeding 8 Months	Full Annual premium

No refund of premium shall be due on cancellation if the Insured and/or, where applicable, the Named Insured, has made a claim under this Policy.

9 Dispute Resolution

9.1 Any and all disputes relating to the quantum of claim, the loss otherwise being admitted, which may arise under or in relation to this Policy, shall be referred to arbitration and to a sole arbitrator to be appointed in accordance with Arbitration and Conciliation Act, 1996, within a period of 30 days of either the Company or the Insured party giving notice in this regard.

9.2 The applicable law in and of the arbitration shall be Indian law.

9.3 The expenses of the arbitrator shall be shared between the parties equally and such expenses along with all reasonable costs in the conduct of the arbitration shall be awarded by the arbitrator to the successful party, or where no party can be said to have been wholly successful, to such party, as substantially succeeded.

9.4 It is agreed condition precedent to any right of action or suit upon this Policy that an award by such arbitrator or arbitrators shall be first obtained.

9.5 In the event that these arbitration provisions shall be held to be invalid then all such disputes shall be referred to the exclusive jurisdiction of the Indian Courts.

10 Notices

10.1 Any and all notices and declarations for the attention of the Company shall be submitted in writing and shall be delivered to the address specified in the Schedule.

10.2 Any and all notices and declarations for the attention of the Insured shall be posted to the Insured's address stated in the Schedule.

11 Governing Law

The construction, interpretation and meaning of the provisions of this Policy shall be determined in accordance with Indian law. The section headings of this Policy are included for descriptive purposes only and do not form part of this Policy for the purpose of its construction or interpretation.

12 Entire Contract

This Policy constitutes the complete contract of insurance. No change or alteration in this Policy shall be valid or effective unless approved in writing by the Company, which approval shall be evidenced by an endorsement on the Policy.

13 Territorial Limits

This Policy covers insured events arising during the Policy Period within India (save in respect of Cover 9). The Company's liability to make any payment shall be to make payment within India and in Indian Rupees only.

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 indirectly 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 organization(s) or government(s) committed for political, religious, ideological or similar purpose including the intension 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 terrorism.

If the Company alleges that by reason of this exclusion, this does not cover any loss, damage, cost or expenses 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.

Bajaj Allianz General Insurance Company Limited

Head Office & Regd. Office: GE Plaza, Airport Road, Yerawada, Pune 411 006

Welcome to Bajaj Allianz and Thank You for choosing us as your insurer.

Please read your policy and schedule

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

RESOLVING ISSUES

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

First Step

Initially, we suggest you contact the Branch Manager / Regional Manager of the local office which has issued the policy. The address and telephone number will be available in the policy.

Second Step

Naturally, we hope the issue can be resolved to your satisfaction at the earlier stage itself. But if you feel dissatisfied with the suggested resolution of the issue after contacting the local office, please e-mail or write to:

Customer Care Cell

Bajaj Allianz General Insurance Co. Ltd
 GE Plaza, Airport Road
 Yerawada, Pune 411 006
 E-mail: customercare@bajajallianz.co.in

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

Ombudsman Offices	
Jurisdiction	Office Address
Delhi, Rajasthan	First Floor, Universal Insurance Building, 2/2A Asaf Ali Road, New Delhi 110002 Ph:23239611 /33 Fax: 23230858
West Bengal, Bihar	29, N.S. Road, Third Floor, Kolkata 700 001. Ph:222 12669 Fax: 222 12668
Maharashtra	Jeevan Seva Annex, 3 rd floor, Above MTNL, SV Road, Santacruz (W) Mumbai 400 054
Tamil Nadu, Pondicherry	Fatima Akhtar Court, Fourth Floor, 312 Anna Salai, Chennai 600018
Andhra Pradesh	6-2-47, Yeturu Towers, A.C. Guards Lakdi-Ka-Pool, Hyderabad 500004
Gujarat	Second Floor, Shree Jayshree Ambica House, 5, Navyug College, Ashram Road, Ahmedabad 380014
Kerala, Karnataka	Pulinat Building, Second Floor, M.G. Road, Kochi 682015
North-Eastern States	Aquanus, Bhaskar Nagar, R.G. Baruah Road, Guwahati 781021
Uttar Pradesh	Chintal House, First Floor, 16 Station Road, Lucknow 226001
Madhya Pradesh	First Floor, 117 Zone 2, Maharana Pratap Nagar, Bhopal 462011
Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh	Batra Building, Shop-cum-Office 101-103, Second floor, Sector 17D, Chandigarh
Orissa	62, Forest Park, Bhubaneswar 751009