

SmartPlan Shop Package Policy - Policy Wordings

Preamble

WHEREAS the Insured designated in the Schedule to this Policy having by a proposal and declaration together with any statement, report or other document which shall be the basis of this contract and shall be deemed to be incorporated herein, has applied to Bharti AXA General Insurance Company Limited (hereinafter called "the Company") for the insurance hereinafter set forth and paid appropriate premium for the period as specified in the Schedule.

Operative Clause:

The Company hereby agrees, subject to the terms, conditions and exclusions herein contained or endorsed or otherwise expressed hereon, to indemnify the Insured to the extent and in the manner specified herein, against any loss/damage to the property insured; injury sustained by any Insured Person; liability incurred by the Insured due to operation of an insured peril during the Policy period.

Section I – Standard Fire & Special Perils

1) Definitions:

- a) "Building" means structure (above plinth and foundation excluding land) of standard construction unless specifically mentioned. It shall also include connected utilities, sanitary fittings, fixtures and fittings therein belonging to the Insured and for which he is accountable.
- b) "Contents" mean business assets, stock-in-trade and equipment in the Insured's shop including items of property contained therein for which the Insured is accountable.
- c) "Kutcha construction" shall mean and include any building having walls and/or roofs of wooden planks/ thatched leaves and/or grass/hay of any kind / bamboo/plastic cloth/ asphalt cloth/ canvas/tarpaulin and the like.
- d) "Market Value" means Replacement Value less depreciation.
- e) "Reinstatement Value" means the cost of replacing or reinstating on the same site, property of the same kind or type but not superior to or more extensive than the insured property when new.
- f) "Standard construction" means any construction other than 'Kutcha construction'.

2) Coverage:

The Company will indemnify the Insured in respect of loss or damage to the building wherein the shop of the Insured is situated and / or contents as specified in the Schedule, due to

I Fire

Excluding loss, destruction of or damage caused to the property insured by

- a) i) Its own fermentation, natural heating or spontaneous combustion
- ii) Its undergoing any heating or drying process
- b) Burning of property insured by order of any Public Authority.

II Lightning

III Explosion/Implosion

Excluding loss, destruction of or damage

- a) 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
- b) Caused by centrifugal forces.

IV Aircraft Damage

Loss, destruction of or damage caused by aircraft, other aerial or space devices and articles dropped therefrom excluding those caused by pressure waves.

V Riot, Strike and 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

- a) Total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.
- b) Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or an lawfully constituted Authority.
- c) 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.
- d) Burglary, housebreaking, theft, larceny or any such attempt or any omission of any kind by any person (whether or not such act is committed in the course of a disturbance of public peace) by any malicious act.

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 organisation(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.

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

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

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

VI Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation (STFI)

Loss, destruction or damage directly caused by storm, cyclone, typhoon, tempest, hurricane, tornado, flood or inundation.

VII 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

- a) The Insured or any occupier of the property insured or
- b) Insured's employees while acting in the course of their employment.

VIII Subsidence and Landslide including Rockslide

Loss, destruction or damage directly caused by subsidence of part of the site on which the property stands or land slide/rock slide excluding:

- a) The 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
- e) Demolition, construction, structural alterations or repair of any property, ground works or excavations.

IX Bursting and/or overflowing of Water Tanks, Apparatus and Pipes

X Missile Testing operations

XI Leakage from Automatic Sprinkler Installations

Excluding loss, destruction or damage caused by

- a) Repairs or alterations to the buildings or premises
- b) Repairs, removal or extension of the Sprinkler Installation
- c) Defects in construction known to the Insured

XII Bush Fire

Excluding loss, destruction or damage caused by forest fire.

Provided that the liability of the Company shall in no case exceed in respect of each item the sum expressed in the said Schedule to be insured thereon or in the whole the total Sum Insured hereby or such other sum or sums as may be substituted therefore by memorandum hereon or attached hereto signed by or on behalf of the Company.

Additional cover - Earthquake (Fire and Shock)

Loss or damage (including loss or damage by fire) to any of the property insured 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 therefrom.

Provided 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

Provided further that in the event of a claim for loss or damage due to earthquake under this Section the Insured shall (if so required) prove that the loss or damage was occasioned by or through or in consequence of earthquake.

3) Exclusions

This Section does not cover

- a) i) The first 5% of each and every claim subject to a minimum of Rs. 10,000/- and maximum of Rs. 25,000/- in respect of each and every loss arising out of "Act of God" perils such as earthquake, lightning, STFI, subsidence, landslide and rock slide covered under the Policy.
- ii) 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.

b) 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.

c) Loss, destruction or damage, directly or indirectly, caused to the property insured by

- i) Ionising, radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- ii) Radio active toxic, explosives or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- iii) Pollution or contamination excluding

a) Pollution or contamination which itself results from a peril hereby insured against

b) Any peril hereby insured against which itself results from pollution or contamination.

d) Loss, destruction or damage to bullion or unset precious stones, any curios or works of art for an amount exceeding Rs. 10,000/-, 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 systems records, explosives unless otherwise expressly stated in the Policy.

e) Loss, destruction or damage to the stocks in Cold Storage premises caused by change of temperature.

f) Loss, destruction or damage to any electrical machines, apparatus, fixtures, or fittings 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 shall 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.

g) 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.

h) Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.

i) 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 perils covered.

j) Loss by theft during or after the occurrence of any insured peril except as provided under Riot, Strike, Malicious and Terrorism Damage cover.

k) Any loss or damage occasioned by or through or in consequence, directly or indirectly, due to volcanic eruption or other convulsions of nature.

l) 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 equipment temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding 60 days.

4) Sum Insured:

The basis of valuation in respect of building and contents, other than stock-in-trade, shall be on reinstatement value or market value, as opted by the Insured. In case of stock-in-trade, it shall be on market value basis.

5) Basis of indemnity:

a) The indemnity in respect of building and contents, other than stock-in-trade, shall be on the basis of reinstatement value or market value, as opted by the Insured. In respect of stock-in-trade, it shall be on market value.

b) In the event of property insured being damaged by any of the insured perils, the Company shall pay for the amount of damage or loss or at its option replace or repair the damaged property.

6) Special Conditions (applicable only to Section I of this Policy)

- i) Coverage under this Section shall be voidable in the event of misrepresentation, mis-description or non-disclosure of any material particular.
- ii) All insurance under this Section shall cease on expiry of seven days from the date of fall or displacement of any building or part thereof or of the whole or any part of any range of buildings or of any structure of which such building forms part.

Provided such a fall or displacement is not caused by insured perils, loss or damage which is covered by this Policy or would be covered if such building, range of buildings or structure were insured under this Policy.

Notwithstanding the above, the Company subject to an express notice being given as soon as possible but not later than seven days of any such fall or displacement may agree to continue the insurance subject to revised rates, terms and conditions as may be decided by it and confirmed in writing to this effect.

- iii) Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the Insured, before the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the Policy by or on behalf of the Company:-
 - a) If the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building insured or containing the insured property be changed in such a way as to increase the risk of loss or damage by insured perils.
 - b) If the building insured or containing the insured property becomes unoccupied and so remains for a period of more than 30 days.
 - c) If the interest in the property passes from the Insured otherwise than by will or operation of law.
- iv) This insurance does not cover any loss or damage to property which, at the time of the happening of such loss or damage, is insured by, or would, but for the existence of this Policy, be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected.
- v) This insurance may be terminated at any time at the request of the Insured, in which case, the Company will retain the premium at the short period rate as per Table given here below for the time the Policy has been in force. This insurance may also at any time be terminated at the option of the Company, on 15 days' notice to that effect being given to the Insured, in which case, the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.

Table of Short Period Scales

Period of Risk (Not exceeding)	Premium to be retained (%of the Annual Rate)
15 days	10%
1 Month	15%
2 Months	30%
3 Months	40%
4 Months	50%
5 Months	60%
6 Months	70%
7 Months	75%
8 Months	80%
9 Months	85%
Exceeding 9 Months	Full Annual Premium

- vi) (A)On the happening of any loss or damage the Insured shall forthwith give notice thereof to the Company and shall within 15 days after the loss or damage, or such further time as the Company may in writing allow in that behalf, deliver to the Company.
 - a) A claim in writing for the loss or damage containing in particular an account as may be reasonably practicable of all the several articles or items or property damaged or destroyed, and of the amount of the loss or damage thereto respectively, having regard to their value at the time of the loss or damage not including profit of any kind.

- b) Particulars of all other insurances, if any.

The Insured shall also at all times at his own expense produce, procure and give to the Company all such further particulars, plans, specification books, vouchers, invoices, duplicates or copies thereof, documents, investigation reports (internal/ external), proofs and information with respect to the claim and the origin and cause of the loss and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of the liability of the Company as may be reasonably required by or on behalf of the Company together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith. No claim under this Policy shall be payable unless the terms of this condition have been complied with.

- (B) In no case whatsoever shall the Company 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; it being expressly greed and declared that if the Company shall disclaimliability for any claim hereunder and such claim shall not within 12 calendar months from the date of the disclaimer have been made the subject matter of a suit in a court of law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

- vii) On the happening of loss or damage to any of the property insured by this Policy, the Company may
 - a) Enter and take and keep possession of the building or premises where the loss or damage has happened
 - b) Take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage
 - c) Keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same
 - d) Sell any such property or dispose of the same for account of whom it may concern.

The powers conferred by this condition shall be exercisable by the Company at any time until notice in writing is given by the Insured that he makes no claim under the Policy, or if any claim is made, until such claim is finally determined or withdrawn, and the Company shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to the Insured or diminish its rights to rely upon any of the conditions of this Policy in answer to any claim. If the Insured or any person on his behalf shall not comply with the requirements of the Company or shall hinder or obstruct the Company, in the exercise of its powers hereunder, all benefits under this Policy shall be forfeited. The Insured shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not.

- viii) 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 the Insured or any one acting on his behalf to obtain any benefit under the Policy or if the loss or damage be occasioned by the wilful act or with the connivance of the Insured all benefits under this Policy shall be forfeited.
- ix) If the Company at its option, reinstates or replaces the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or join with any other company or insurer(s) in so doing, the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner, and in no case, shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage nor more than the Sum Insured by the Company thereon. If the Company so elects to reinstate or replace any property the Insured shall at his own expense furnish the Company with such plans, specifications, measurements, quantities and other particulars as the Company may require, and no acts done, or caused to be done, by the Company with a view to reinstatement or replacement shall be deemed an election by the Company to reinstate or replace.

If in any case the Company shall be unable to reinstate or repair the property hereby insured, because of any municipal or other regulations

in force affecting the alignment of streets or the construction of buildings or otherwise, the Company shall, in every such case, only be liable to pay such sum as would be requisite to reinstate or repair such property if the same could lawfully be reinstated to its former condition.

- x) 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. Every item, if more than one, of the Policy shall be separately subject to this condition. Provided, however, that if the collective sum insured as above be not less than 85% of the collective value of property insured condition of average shall not apply.
- xi) 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 the Insured or by any other person or persons covering the same property, this Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.
- xii) The Insured shall at the expense of the Company do and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated, upon its 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 his indemnification by the Company.
- xiii) 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 the 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 hereinbefore 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.

- xiv) Every notice and other communication to the Company required by these conditions must be written or printed.
- xv) At all times during the period of insurance of this Policy the insurance cover will be maintained to the full extent of the respective sum insured in consideration of which upon the settlement of any loss under this Policy, pro-rata premium for the unexpired period from the date of such loss to the expiry of period of insurance for the amount of such loss shall be payable by the Insured to the Company.

The additional premium referred above shall be deducted from the net claim amount payable under the Policy. This continuous cover to the full extent will be available notwithstanding any previous loss for which the Company may have paid hereunder and irrespective of the fact whether the additional premium as mentioned above has been actually paid or not following such loss. The intention of this condition is to ensure continuity of the cover to the Insured subject only to the right of the Company for deduction from the claim amount, when settled, of pro-rata premium to be calculated from the date of loss till expiry of the Policy.

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

Section II – All Risks

1) Coverage:

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

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

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

2) Sum Insured

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

3) Basis of Indemnity

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

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

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

Extra charges incurred for overtime, night work, work on public holidays, express freight are covered by this insurance only if specifically agreed to in writing.

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

Cost of any provisional repairs will be borne by the Company if such repairs constitute part of the final repairs, and do not increase the total repair expenses.

- c) In cases where the insured property is subject to total loss and has become obsolete, all costs necessary to replace lost or damaged insured property with a follow-up model (similar type) of similar structure/configuration (of similar quality) i.e. low, average or high capacity will be reimbursed.

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

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

4) Exclusions

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

- a) The Excess stated in the Schedule to be borne by the Insured in any one occurrence. If, however, more than one property is lost or damaged in any one occurrence then the Insured shall not be called upon to bear more than the highest single excess applicable to such properties.
- b) Loss or damage caused by any defects existing at the time of commencement of the present insurance within the knowledge of the Insured, or his representatives, whether such defects were known to the Company or not.
- c) Any costs incurred in connection with the elimination of functional failures unless such failures were caused by an indemnifiable loss of or damage to the insured properties.
- d) Any costs incurred in connection with the maintenance of the insured properties, such exclusion also applying to parts exchanged in the course of such maintenance operations.
- e) Loss or damage for which the manufacturer or supplier of the insured properties is responsible either by law or under contract.
- f) Loss of or damage to rented or hired property for which the owner is responsible either by law or under lease and/ or maintenance agreement.
- g) Consequential loss or liability of any kind or description.
- h) Loss of or damage to bulbs, ribbons, fuses, seals, belts, wires, chains, rubber belts, exchangeable parts, engraved cylinders, objects made of glass, porcelain or ceramics, sieves of fabrics, or any operating media (e.g. lubricating oil, fuel, chemicals).
- i) Aesthetic defects, such as scratches on painted polished or enamelled surfaces.
- j) Unexplained shortages or disappearance of insured property.
- k) Erosion, settling, cracking, seepage resulting from earth movements (other than earthquake, subterranean fire or volcanic eruption), shrinkage or expansion of buildings or foundations, subsidence, landslide or ground heave.
- l) Gradually operating causes such as but not limited to wear and tear, denting, scratches, rust, mildew, corrosion, disease, oxidation, fading, tree roots, evaporation, and change in flavour, colour, temperature, humidity or texture.
- m) Shrinkage, inherent defects, natural deterioration or natural putrefaction.
- n) Vermin, insects, termites, scratching, denting, chipping or defacing.
- o) Latent defect, faulty workmanship, structural defects or faulty design.
- p) The cessation, interruption or retarding of any process or operation or work whether total or partial.
- q) Dishonesty, fraudulent action, trick device or other false pretense.
- r) Loss or damage to:
 - i) Glass (other than fixed glass), jewellery, watches, pearls, set or unset precious stones, gold, silver, platinum or other precious metals and alloys.
 - ii) Articles of a brittle nature unless such damage arises from fire or burglary.
 - iii) Money as defined in Section VI of this Policy.
 - iv) Property away from the insured premises unless specifically mentioned in the Schedule.
 - v) Watercraft, aircraft, locomotives, rolling stock, motor vehicles, motorcycles and trailers.
 - vi) Property (except Neon Sign/Glow Sign/Hoarding) in the open or being processed, constructed, erected, installed, altered, dismantled, removed or resited including related materials and supplies.
 - vii) Empty premises and property contained therein awaiting or undergoing demolition.
 - viii) Property whilst it is undergoing any form of testing.

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

Section III – Mechanical and Electrical Appliances

1) Coverage:

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

2) Sum Insured:

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

3) Basis of indemnity:

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

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

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

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

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

In the event of the Makers' drawings, patterns and core boxes necessary for the execution of a repair not being available the Company shall not be liable for cost of making any such drawing patterns or core boxes.

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

The cost of any provisional repairs will be borne by the Company if such repairs constitute part of the final repairs and do not increase the total repair expenses.

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

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

4) Excess:

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

5) Exclusions:

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

- a) Wilful act or gross negligence of the Insured.

- b) Gradually developing flaws, defects, cracks or partial fractures in any part not necessitating immediate stoppage although at some future time repair or replacement of the parts affected may be necessary.
- c) Deterioration of or wearing away or wear-out of any item caused by or naturally resulting from normal use or exposure.
- d) Faults existing at the time of commencement of this insurance and known to the Insured, regardless of whether such faults, or defects were known to the Company or not.
- e) Any fault or defect for which the manufacturer or supplier of the damaged item is responsible.
- f) Perils which are insurable under other sections of the Policy.
- g) Permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted Authority of such item or by permanent or temporary dispossession of any building resulting from the unlawful occupation by the Insured of the building.

Section IV - Electronic Appliances

1) Coverage:

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

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

2) Sum Insured:

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

3) Basis of indemnity:

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

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

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

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

In the event of the Makers' drawings, patterns and core boxes necessary for the execution of a repair not being available the Company shall not be liable for the cost of making any such drawings, patterns and core boxes.

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

The cost of any provisional repairs will be borne by the Company if such repairs constitute part of the final repairs, and do not increase the total repair expenses.

- (c) In cases where the insured item is subjected to total loss and meanwhile it becomes obsolete, all costs necessary to replace the lost or damaged insured item with a follow-up model(similar type)of similar structure/configuration (of similar quality)i.e. low, average or high capacity will be reimbursed.

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

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

4) Exclusions:

The Company shall not be liable for:-

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

5) Excess:

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

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

SECTION V - Burglary & Housebreaking

1) Definitions:

- a) "Burglary & Housebreaking" means theft involving entry into or exit from the Insured's shop premises by forcible and violent means or following assault or violence or threat thereof to the Insured or any of Insured's employees or a member of the Insured's family or any person residing lawfully in the Insured's shop premises.
- b) "Contents" mean items of property in the Insured's shop premises including items of property for which the Insured is accountable.

2) Covered

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

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

3) Sum Insured:

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

4) Basis of indemnity:

- a) The indemnity in respect of contents, other than stock-in-trade, shall be on the basis of reinstatement value or market value, as opted by the Insured. In respect of stock-in-trade, it shall be on market value.
- b) If the property hereby insured shall at the time of any loss or damage be collectively of greater value than the sum insured thereon, then the Insured shall as being his own insurer for the difference, and shall bear a rateable proportion of the loss or damage accordingly. Every item, if more than one, in the Policy, shall be separately subject to this condition.

5) Exclusions:

- i) Gold or silver articles, watches or jewellery or precious stones or models or coins or curios, sculptures, manuscripts, rare books, plans, medals, moulds, designs, deeds, bonds, bills of exchange, bank, treasury or promissory notes, cheque, money, securities, stamps, collection of stamps, business books or papers, unless specifically insured.
- ii) Loss or damage where any of the Insured's business staff or any other person lawfully in the shop premises is concerned in the actual theft or damage to any of the articles or premises or where such loss or damage have been expedited or in any way assisted or brought about by any such person of persons.
- iii) Loss or damage which is recoverable under Fire or Plate Glass Insurance Policy or any other policy.
- iv) a) Loss or damage directly or indirectly, proximately or remotely occasioned by or which arises out of or in connection with riot and strike, civil commotion, terrorist activities, earthquake, flood, storm, volcanic eruption, typhoon, hurricane, tornado, cyclone or other convulsions of nature or atmospheric disturbances.
b) Loss or damage whether direct or indirect arising from war, warlike operations and of foreign enemy hostilities (whether war be declared or not), civil war, revolution, insurrection, civil commotion, military or usurped power, seizure, capture, confiscation, arrests, restraint and detention by Order of any government or any other authority.
c) In any action, suit or other proceedings where the Company alleges that by reason of provisions hereof, any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.
- v) a) Any loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss and any legal liability of whatsoever nature, directly or indirectly, caused by or contributed to by, or arising from ionising radiation or contamination by radioactivity from any source whatsoever.
b) Any accident, loss, destruction, damage or legal liability, directly or indirectly, caused by or contributed to by or arising from Nuclear weapons material.
- vi) Consequential loss or legal liability of any kind.
- vii) Loss of money and/or other property abstracted from safe following the use of the key to the said safe or any duplicate thereof belonging to the Insured, unless such key has been obtained by assault or violence or any threat thereof.
- viii) Loss of or damage to any property insured under this Policy due to any misfeasance, malfeasance or nonfeasance or breach of trust in relation thereto by the Insured.
- ix) This Policy shall cease to attach:

- a) If the premises shall have been left uninhabited by day and night for seven or more consecutive days and nights;
 - b) If the Insured shall cause or suffer any material alteration to be made in the premises or anything to be done whereby the risk is increased;
 - c) To any property the interest of the Insured in which shall pass from the Insured otherwise than by will or operation of law;
- unless, in every case, the consent of the Company to the continuance of the insurance thereon is obtained and signified on the Policy.

x) Terrorism Damage Exclusion Warranty:

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

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

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

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

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

Section VI - Money Insurance:

1) Definitions:

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

2) What is covered:

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

- a) While in transit between the Insured's shop premises and bank and back,
- b) From safe at the Insured's shop premises,
- c) From till at the Insured's shop premises.

3) Warranty:

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

4) Special condition:

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

5) Exclusions:

- a) Shortage due to error or omission

- b) Loss of or damage to money due to unexplained and mysterious circumstances.
- c) Loss of money entrusted to any person other than the Insured or authorised employee of the Insured.
- d) Loss of money where the Insured or his employee is involved as principal or accessory, except loss due to fraud or dishonesty of the cash carrying employee of the Insured, occurring whilst in transit and discovered within 48 hours.
- e) Loss occurring on the premises, after work hours, unless the money is in a locked safe or strong room.
- f) Money carried under contract of affreightment and theft of money from unattended vehicle.
- g) Loss of money from safe or strong room following use of the key to the safe or strong room or any duplicate thereof belonging to the Insured, unless this has been obtained by threat or by violence.
- h) i) Loss or damage, directly or indirectly, proximately or remotely occasioned by or which arises out of or in connection with riot and strike, civil commotion, terrorist activities, earthquake, flood, storm, volcanic eruption, typhoon, hurricane, tornado, cyclone or other convulsions of nature or atmospheric disturbances.
- ii) Loss or damage whether direct or indirect arising from war, warlike operations and of foreign enemy hostilities (whether war be declared or not), civil war, revolution, insurrection, civil commotion, military or usurped power, seizure, capture, confiscation, arrests, restraint and detention by Order of any government or any other authority.
- iii) In any action, suit or other proceedings where the Company alleges that by reason of provisions hereof, any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.
- i) i) Any loss, destruction or damage, to any property whatsoever or any loss or expense whatsoever, resulting or arising there from or any consequential loss, and any legal liability of whatsoever nature, directly or indirectly caused by or contributed by or arising from ionizing radiation or contamination by radioactivity, from any source whatsoever.
- ii) Any loss, destruction, damage or legal liability, directly or indirectly caused by or contributed by or arising from Nuclear weapons material.
- j) Consequential loss or legal liability of any kind.
- k) Loss or damage due to or contributed to by the Insured having caused or suffered anything to be done whereby the risks hereby insured against were unnecessarily increased.
- l) Loss or damage arising from detention, confiscation, nationalisation, requisition, occupation or wilful destruction by or under the order of the Government or any public or local authority.
- m) Terrorism Damage Exclusion Warranty:

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

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

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

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

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

Section VII - Infidelity/Dishonesty of employees

1) Definition:

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

2) Coverage:

Direct pecuniary loss due to dishonest acts / infidelity of employees

3) Special conditions:

- a) It is a condition under this Section that
 - i) The loss shall have occurred in connection with the employee’s occupation/duties by reason of any act or fraud or dishonesty committed after the commencement of this Policy and during its uninterrupted continuance and be discovered during the continuance of this Policy or within twelve (12) calendar months after the death, dismissal or retirement of such employee or twelve (12) calendar months after this Policy shall have ceased to exist whichever of these events, shall happen first.
 - ii) The liability of the Company in respect of any one person or all persons so employed and in respect of all losses in any one period of insurance is limited to the sum set opposite in the Schedule.
- b) The following conditions are precedent to a claim becoming payable under this Section:
 - i) In the event of loss the Insured shall give immediate notice to the Police, take all practicable steps for discovering and punishing the guilty persons, for tracing and recovering the property lost and shall be bound to satisfy the Company that the loss claimed for has actually arisen from one of the causes insured against.
 - ii) The Company shall not be liable for any act or default of an employee done or omitted to be done after the discovery by the Insured of any act of forgery, embezzlement, larceny or fraudulent conversion on the part of any such employee.
 - iii) The Insured shall if and when required by the Company but at the expense of the Company use all diligence in prosecuting any of the employees to conviction for any act or default which such employee shall have committed and in consequence of which a claim shall have been made under this Policy and shall at the Company’s expense give all information and assistance to enable the Company to sue for and obtain reimbursement from any such employee by reason of whose acts or defaults a claim has been made or from the estate of such employee or from any moneys which the Company shall have become liable to pay in respect thereof.
 - iv) Any money of the employee in the hands of the Insured and any money which but for the employee’s dishonesty would have been due to the employee from the Insured shall be deducted from the amount otherwise payable under this Policy. Any money recovered after the settlement of any claim shall be the property of the Company not exceeding, however, the amount paid by the Company.

Section VIII – Fixed Glass and Sanitary Fittings

1) Definitions:

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

2) Coverage:

This Section covers loss or damage due to accidental breakage of

- a) Fixed plate glass and sanitary fittings, contained in the Insured’s shop
- b) Frames or framework,
- c) Lettering consequent upon the breakage of glass.

3) Sum Insured:

Sum insured shall be on reinstatement value

4) Basis of indemnity:

Basis of indemnity shall be on reinstatement value. If the Sum Insured is less than the replacement value of property then the Insured shall be considered his own insurer for the difference between Sum Insured and cost of replacement and accordingly shall bear a rateable proportion of the damage. Every item, if more than one, shall be separately subject to this clause.

5) Exclusions

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

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

6) Excess:

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

Section IX - Neon Sign/Glow Sign/Hoarding

1) Coverage:

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

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

2) Sum Insured:

Sum insured shall be on reinstatement value for Neon sign and Glow sign and market value in respect of Hoarding.

3) Basis of indemnity:

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

4) Exclusions:

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

- a) Fusing or burning out of any bulb and/or tubes arising from short circuiting or arcing or any other mechanical or electrical breakdown or faults
- b) Loss, destruction or damage directly occasioned by pressure wave caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

5) Excess:

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

Section X - Legal Liability

Sub-section X A - Towards Employees:

1) Definition:

"Injury" means death, bodily injury, illness or disease of or to any person.

2) Coverage:

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

3) Exclusions

The Company shall not be liable for –

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

Sub-section X B - Legal Liability towards Third Parties:

1) Definitions:

- a) "Accident" means any fortuitous event or circumstance which is sudden, unexpected and unintentional including resultant continuous, intermittent or repeated exposure arising out of the same fortuitous event or circumstance.
- b) "Damage" means actual and/or physical damage to tangible property.
- c) "Injury" means death, bodily injury, illness or disease of or to any person.
- d) "Period of Insurance" means the period commencing from the retroactive date and terminating on the expiry date as mentioned in the Schedule.
- e) "Policy period" means the period commencing from effective date and hour and terminating at midnight on the expiry date as mentioned in the Schedule.
- f) "Pollution" means pollution or contamination of the atmosphere or of any water, land or other tangible property.
- g) "Premises" shall be deemed to include pipelines running outside the premises for discharge of treated effluents at a disposal point situated within a distance one kilometer from the Insured's shop premises.
- h) "Product" means any tangible property after it has left the custody or control of the Insured, which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the Insured but shall not mean food and beverages supplied by or on behalf of the Insured primarily to the Insured's employees as staff benefit.
- i) "Retroactive Date" means the date that will coincide with the date of commencement of the first policy as long as the policy has been renewed without any break. When there is a break, the retroactive date shall commence from the date of renewal of the policy.

2). Coverage:

This Sub-section covers Insured's legal liability (other than liability under the Public Liability Insurance Act, 1991 or any amendments thereto or any other statute based on the doctrine of liability or product or pollution liability) to pay compensation including claimant's costs, fees and expenses anywhere in India, in accordance with Indian Law. The liability of the Company under this Sub-section for any one Policy period shall not exceed the Sum Insured for all assets excluding building covered under Section I of the Policy.

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

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

3) Excess:

The cover under this Sub-section is subject to an excess of 0.5 % of the limit of indemnity per any one accident, subject to a maximum of Rs 3,00,000/- and a minimum of Rs 2,000/-. The excess is applicable to both property damage claims and death/bodily injury claims inclusive of defence costs arising out of any one accident.

4) Exclusions

The Company shall not be liable for –

- 1) Any compensation for death of or bodily injury to any member of Insured Person's family, partners, managerial staff, contractor's employees or damage to property belonging to or in the custody of or control of Insured or Insured Person's family, partner, directors, managerial staff, employees and contractor's employees.
- 2) Liability assumed by agreement unless such liability would have attached to the Insured notwithstanding such agreement.
- 3) Injury or damage caused by or resulting from anything sold, supplied, installed, erected, repaired, altered or treated and/or due to professional advice rendered by the Insured or by any person on behalf of the Insured other than the food or beverages sold or supplied by the insured as a service to the employees or visitors for consumption in the shop.
- 4) Accidents, directly or indirectly, caused by, traceable to, arising out of the ownership, possession or the custody by or on behalf of Insured of animals, vehicles, aircrafts, ships, boats or crafts of any kind.
- 5) Liability arising out of loss of pure financial nature such as loss of goodwill, loss of market etc.
- 6) Liability arising out of all personal
 - a) Injuries such as libel, slander, false arrest, wrongful eviction and detention, deformation and mental injury arising or shock resulting therefrom.
 - b) Infringement of plans, copyright, patent, trademark, registered design.
- 7) Any fines, penalties, punitive or exemplary damage or any other damages resulting from the multiplication of compensatory damages.
- 8) a) Damage to property owned, leased and hired or under hire purchase or on loan to the Insured or otherwise in the Insured's care, custody and control other than the premises (or the contents thereof) temporarily occupied by the Insured for work therein or other property temporarily in the Insured's possession for work therein (but no indemnity is granted for damage to that part of the property on which the Insured is working and which arises out of such work).
 - b) Employees and visitors clothing and personal effects.
- 9) Transportation of materials and/or hazardous/dangerous substances outside Insured's shop premises.
- 10) Damages arising out of alterations, additions, repairs or decorations to the Insured's shop premises specified in the Schedule.

Sub-section XC – Food & Beverage's extension

1) Coverage:

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

2) Basis of indemnity:

The limit of liability will be 10% of the Sum Insured for all assets excluding building covered under Section I of the Policy, in respect of each occurrence and 25% for all occurrences during the Policy period.

Sub-section XD – Tenant's Legal Liability

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

1) Coverage:

Legal liability incurred by the Insured as a Tenant of the shop premises for damage to the building/s due to Fire and Allied perils covered under Section I hereinabove.

2) Basis of indemnity:

The limit of liability will be 10% of the Sum Insured for all assets excluding building covered under Section I of the Policy, in respect of each occurrence and 25% for all occurrences during the Policy period.

(Exclusions applicable to Sub-Section XB shall also be applicable to Sub-sections XC and XD)

Section XI - Personal Accident

1) Definition:

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

2) Coverage

- a) This Section provides for compensation to the Insured Person towards bodily injury solely and directly caused by accidental, violent, external and visible means resulting in death or disablement within 12(twelve) calendar months of occurrence of such injury.
- b) It also provides for reimbursement, in the event of the death of the Insured Person due to injury caused, solely and directly, by accidental, violent, external and visible means outside his/her residence, of the expenses incurred for transportation of Insured Person's dead body to the place of residence subject to a maximum of Rs 2,500/-.
- c) It further provides for, in the event of death or permanent total disablement of the Insured Person caused, solely and directly, by accidental, violent, external and visible means, compensation towards Education Fund for dependent children as below:
 - If the Insured Person has one dependent child below the age of 23 years who is pursuing studies, an amount of Rs 5,000/-
 - If the Insured Person has two dependent children below the age of 23 years who are pursuing studies, an amount of Rs 10,000/- provided that the age limit of 23 years shall apply as on date of accident and not at the beginning of the Policy year.
- d) Upon payment of additional premium of 20%, the Policy can be extended to cover medical expenses up to 40% of the compensation payable in settlement of a valid claim under the Policy or 20% of the relevant Sum Insured whichever is less.

3) Capital Sum Insured:

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

4) Basis of settlement:

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

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

Table of Benefits	%of Capital Sum Insured (CSI) as per Schedule
1. Death	100%
2. Total and irrecoverable loss of <ol style="list-style-type: none">i) Sight of both eyes or of the actual loss by physical separation of two entire hands or two entire feet or one entire hand and one entire foot or of such loss of sight of one eye and such loss of the one entire hand or one entire foot.ii) Use of two hands or of two feet or of one hand and one foot or of such loss of sight of one eye and such loss of use of one hand or one foot.	100%
3. Total and irrecoverable loss of <ol style="list-style-type: none">i) The sight of one eye or the actual loss by physical separation of one entire hand or one entire foot.ii) Use of a hand or a foot without physical separation	50%
For the purpose of items 2 and 3 above, this shall mean separation at or above wrist and/or of the foot at or above ankle, respectively.	

4. Total and irrecoverable loss of various parts as given below:	
Loss of toes - all	20%
Loss of toes great - both phalanges	5%
Loss of toes great - one phalanx	2%
Loss of toes other than great, if more than one toe lost: each	1%
Loss of hearing - both ears	75%
Loss of hearing - one ear	30%
Loss of four fingers and thumb of one hand	40%
Loss of four fingers	35%
Loss of thumb - both phalanges	25%
Loss of index finger three phalanges or two phalanges or one phalanx	10%
Loss of thumb one phalanx	10%
Loss of middle finger three phalanges or two phalanges or one phalanx	6%
Loss of ring finger three phalanges or two phalanges or one phalanx	5%
Loss of little finger three phalanges or two phalanges or one phalanx	4%
Loss of metacarpals first or second (additional) or third, fourth or fifth (additional)	3%
Any other permanent partial disablement	Percentage as assessed by a panel doctor of the Company
5. Permanent total and absolute disablement disabling the Insured Person from engaging in any employment or occupation of any description whatsoever.	100 %
6. Temporary Total Disablement If such injury shall be the sole and direct cause of temporary total disablement, then so long as the Insured Person shall be totally disabled from engaging in any employment or occupation of any description whatsoever, a sum at the rate of one percent (1%) of the Capital Sum Insured stated in the Schedule per week, but in any case not exceeding Rs. 5,000/- per week in all. Provided that compensation for temporary total disablement shall not be payable for more than 100 weeks in respect of any one injury calculated from the date of commencement of disablement and in no case shall exceed the Capital Sum Insured.	

5) Exclusions

Provided always that the Company shall not be liable for:

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

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

v) arising or resulting from the Insured/Insured Person committing any breach of law with or without any criminal intent.

- Death or disablement resulting, directly or indirectly, caused by, contributed to or aggravated or prolonged by childbirth or pregnancy or in consequence thereof, venereal disease or infirmity.
- Payment of compensation in respect of death, injury or disablement of the Insured/Insured Person due to or arising out of or directly or indirectly connected with or traceable to war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, military or usurped power, seizure, capture, arrests, restraints and detentions of all Kings, Princes and people of whatsoever nation, condition or quality.
- Payment of compensation in respect of, death of, or bodily injury or any disease or illness to the Insured/Insured Person, directly or indirectly, caused by or contributed by or arising from;
 - Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel and for the purposes hereof, combustion shall include any self-sustaining process of nuclear fission;
 - Nuclear weapons material.

Section XII – Baggage

1) Definitions:

a) "Baggage" means and includes

- Goods for which an Insured Person is officially responsible to the Insured, the Insured Person's personal articles and belongings necessary for undertaking the journey and articles or things acquired during the journey.
- Travelling Advance not exceeding Rs 10,000/-.

b) "Insured Person" means and includes proprietor, partner, principal officer and an employee in the permanent employ of the Insured.

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

2) Coverage:

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

3) Sum Insured:

The basis of valuation shall be on market value basis.

4) Excess:

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

5) Exclusions:

The Company shall not be liable in respect of:-

- Damage due to confiscation or detention by Customs or any other public authority.
- Damage not reported to Police within 24 hours of discovery of loss and a report obtained.
- Damage due to cracking, scratching or breakage of lens or glass whether part of any equipment or otherwise or china, marble, gramophone records and other articles of a brittle or fragile nature unless such loss or damage arises from accident to a vessel, train, vehicle or aircraft by which such property is conveyed.
- Damage caused by moth, mildew, vermin or any process of cleaning, dyeing, repairing or restoring to which the property is subjected.

- e) Damage to any electrical machines, apparatus, fixtures or fittings (including wireless sets, radio, television sets and tape recorders) arising from overrunning, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity from whatever cause (lightning included).
- f) Theft from car except from car of fully enclosed saloon type having all the doors, windows and other openings securely locked.
- g) Damage whilst being conveyed by any carrier under contract of affreightment.
- h) Loss or damage of money, securities, manuscripts, deeds, bonds, bills of exchange, promissory notes, stock or share certificates, stamps, business books or documents, jewellery, watches, furs, precious metals, precious stones, gold and silver ornaments, travel tickets, cheques and bank drafts.
- i) Damage or destruction of articles of consumable nature.
- j) Loose articles such as sticks, straps, umbrellas, sunshades, fans, deck chairs, property in use on a voyage and/or journey or articles or clothes whilst being worn on the person or carried about.
- k) Damage or destruction caused by or arising from leakage, spilling or exploding of liquids, oils or materials of a like nature or articles of a dangerous or damaging nature.

General Conditions: (Applicable only to Sections II to XII of this Policy)

- 1) **NOTICE:** Every notice and communication to the Company required by this Policy shall be in writing and be addressed to the office of the Company through which this insurance is effected.
- 2) **DUTY OF DISCLOSURE:** This Policy shall be void and all premium paid hereon shall be forfeited to the Company in the event of misrepresentation, misdescription or nondisclosure of any material fact.
- 3) **REASONABLE CARE:** The Insured shall take all reasonable steps to safeguard the property insured against accident, loss or damage.
- 4) **MAINTENANCE OF RECORDS:** The Insured shall maintain all records and books of accounts reasonably required in an accurate manner.
- 5) **ALTERATION OF RISK:** All cover under this Policy shall cease if any alteration be made whereby the risk of damage or injury is increased until such alteration be agreed to by the Company in writing.
- 6) **STATUTORY COMPLIANCE:** The Insured shall comply with all statutory and other regulations. The Insured shall observe all manufacturers' instructions concerning:
 - The inspection of machinery, plant, equipment and apparatus,
 - The safety of persons or property.
- 7) **CLAIMS PROCEDURE :** Upon the happening of any event giving rise or likely to give rise to a claim under this policy the Insured shall -
 - Give immediate notice thereof in writing to the nearest office with a copy to the Policy issuing office of the Company as well as lodge forthwith a complaint with the Police wherever required;
 - Deliver to the Company, within 14 days of the date on which the event shall have come to his knowledge, a detailed statement in writing, of the loss or damage or attachment of liability, with an estimate of the intrinsic value of the property lost and the amount of damage sustained, likely estimate of liability incurred; and
 - Tender to the Company all reasonable information, assistance and proof in connection with any claim.
- 8) **INDEMNITY:** The Company may at its option reinstate, replace or repair the property or premises lost or damaged or any part thereof instead of paying the amount of loss or damage or may join with any other insurer in so doing, but the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage not more than the Sum Insured thereon.
- 9) **REINSTATEMENT OF SUM INSURED (Applicable to Sections II, III, IV, V, VI, VII and VIII):** Immediately upon the happening of any loss or damage as described in the Policy, total Sum Insured upon various descriptions of

property which have been lost or damaged shall be reduced by the amount of loss or damage and such reduced sums insured shall be the limit of Company's liability in respect of any further loss or damage occurring during the current period of insurance unless the Company consents, upon receipt of additional premium to reinstate the full Sum Insured.

- 10) **AVERAGE:** If the property insured shall at the time of any loss or damage be collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being his own insurer for the difference, and shall bear a rateable proportion of the loss or damage accordingly. Every item, if more than one, in the policy, shall be separately subject to this condition.
- 11) **CONTRIBUTION:** If at the time of happening of any loss or damage covered by this Policy there shall be existing any other insurance of any nature whatsoever covering the same, whether effected by the Insured or not, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage. This condition shall not have any effect on Section XI-Personal Accident.
- 12) **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 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.
- 13) **FRAUD:** If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or device are used by the Insured or any one acting on the Insured's behalf to obtain any benefit under this Policy, all benefits and rights under the Policy shall be forfeited.
- 14) **CANCELLATION:** The Company may at any time, cancel this Policy, by giving 7 days notice in writing by Regd. A/D. to the Insured at his last known address in which case, the Company shall return to the Insured a proportion of the last premium corresponding to the unexpired period of insurance.

The Insured may also give 7 days notice in writing, to the Company, for the cancellation of this Policy, in which case, Company shall retain premium for the period this Policy has been in force at the Company's short period scales (Table given herebelow), provided no claim has occurred up to the date of cancellation of this Policy.
- 15) **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 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.

Table of Short Period Scales

Period of Risk(Not exceeding)	Premium to be retained (% 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.

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.

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

17) **GENERAL EXCLUSIONS:** This Policy does not cover

a) Loss or damage due to wear and tear, gradual deterioration or slowly developing flaws

b) Loss or damage for which the manufacturer or supplier or repairer or transporter or any other third party is responsible either in law or under a contract

c) Loss of or damage caused by or due to action of any lawfully constituted authority or Government body

d) loss or damage due to war and/or warlike perils, nuclear and/or atomic radiation

e) Consequential loss of any kind.

18. **OBSERVANCE OF TERMS AND CONDITIONS:** The due observance and fulfilment of the terms, conditions and endorsement of this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the proposal shall be a condition precedent to any liability of the Company to make any payment under this Policy.

Insurance is the subject matter of the solicitation.

