



IFFCO-TOKIO GENERAL INSURANCE CO. LTD

Regd. Office: IFFCO Sadan, C-1, Distt. Centre, Saket, New Delhi-110017

TRADE SUVIDHA POLICY

PREAMBLE

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

This Policy witnesses that in consideration of Your having paid the premium, We will insure Your interest under the Sections specified as operative in the Schedule during the Policy Period and accordingly We will indemnify You in respect of events occurring during the Period of Insurance in the manner and to the extent set forth in the Policy, provided that all the terms, conditions and exceptions of this Policy in so far as they relate to anything to be done or complied with by You have been met.

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

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

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

DEFINITION OF WORDS

1. **Proposal:**
It means any signed Proposal by filling up the questionnaires and declarations, written statements and any information in addition thereto supplied to Us by You or on Your behalf.
2. **Policy:**
It means the Policy booklet, the Schedule and any applicable endorsement or memoranda. Your Policy contains the details of the extent of the cover available to You, what is excluded from the cover and the conditions, warranties, provisions on which the Policy is issued.
3. **Schedule:**
It means the latest Schedule issued by Us as part of Your Policy. It provides details of Sections of Your Policy, which are in force, and the level of cover You have.

A revised Schedule will be sent at each renewal and whenever You request for a change in the cover.
4. **Sum Insured:**
It means the monetary amounts shown against any item or Section of the Policy.
5. **We/Our/Us:**
It means **THE IFFCO-TOKIO GENERAL INSURANCE COMPANY LTD.**
6. **You/Your:**
It means the persons named as Insured in the Schedule.

- 7. Exclusion:**
It means the damages/perils/properties/contingencies which are not covered under the Policy and for which we have no liability in the event of claim occurrence.
- 8. Currency of the Policy:**
It means (for consideration of any claim) currency of that Section or Subsection or part of Section to which claim relates.
- 9. Market Value:**
It means the replacement value of insured property or item as new at the time of Damage less due allowance for betterment, wear and tear and/or depreciation OR the value which can be realised from the market for such insured property immediately before the occurrence of Damage, whichever is lower.
- 10. Damage/Damaged:**
It means loss or damage of the insured property.
- 11. Excess:**
It means the first part of any claim for which You are responsible. Sum Insured/Limit will apply after the Excess has been deducted.
- 12. Family:**
It means Your spouse, children, parents, and other relatives normally living with You.
- 13. Money:**
It means cash, current coins, bank and currency notes, cheques, postal orders, current postage stamps which are not part of a collection and luncheon vouchers.
- 14. Personal Effects:**
It means articles worn, used or carried about by You or Your Family/ Insured Person in every day life.
- 15. Geographical Limit:** It means within Indian territory, unless otherwise specified.
- 16. Policy Period:**
It means the period commencing from effective date and hour as shown in the Policy Schedule and terminating at midnight on the expiry date as shown in the Schedule.
- 17. Accident (For All Sections except Personal Accident):**
It means a fortuitous event or circumstance which is sudden, unexpected and unintentional including resultant continuous intermittent or repeated exposure arising out of the same fortuitous event or circumstance.
- 18. Terrorism Damage:**
Any Damage as a consequence of an act of Terrorism or act by Terrorist as well as action taken to control/ prevent/ suppress Terrorism or act by Terrorists. For the purpose of this Exclusion, 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 intention to influence any government and/ or put the public, or any section of the public in fear. The Policy also excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to action taken in respect of any act of Terrorism.
- 19. Renewal**
It means the terms on which the contract of insurance can be renewed on mutual consent.
- 20. Contribution**
It means essentially our right to call upon other insurers, liable to the same insured person, to share the cost of an indemnity claim on a rateable proportion of Sum Insured.

GENERAL CONDITIONS

(These apply to the whole Policy)

1. **Reasonable Precaution and Care of Property:**
You shall take all reasonable precautions for safety and soundness of insured property and to prevent the injury, illness, diseases or damage in order to minimise claims. You must comply with manufacturer's recommended actions for inspection and maintenance and shall comply with all statutory requirements or other regulations and will employ only competent employees.
2. **Notice:**
You will give every notice and communication in writing to Our office through which this insurance is effected.
3. **Disclosure to information norm:**
This means the Policy shall be void and all premium paid hereon shall be forfeited to us, in the event of misrepresentation, mis-description or non-disclosure of any material fact
4. **Free Lookup Period (for Personal Accident Section only):**
You will be allowed a period of at least 15 (fifteen) days from the date of receipt of the policy to review the terms and conditions of the policy and to return the same if not acceptable stating the reasons therein for doing so.
 - a) If you have not made any claim during the free look period, then you shall be entitled to :
 - I. A refund of the premium paid less any expenses incurred by us
 - II. Where the risk has already commenced and the option of return of the policy is exercised by you, a deduction towards the proportionate risk premium for period on cover less any expenses incurred by us
 - III. Where only a part of the risk has commenced, such proportionate risk premium commensurate with the risk covered during such period less any expenses incurred by us on medical examination of the insured persons and the stamp duty charges
4. **Changes in Circumstances:**
You must inform Us, as soon as reasonably possible, of any change in information You have provided to Us about Yourself, Your business and/or Your premises, partners, directors, employees which may affect the insurance cover provided e.g. change of address, period of un-occupancy in the building insured or containing the insured property for period of more than 30 days etc. You must also notify Us about any alteration made or change in information as described aforesaid whereby risk of damage or injury is increased. In case of such alteration or changes made and not accepted by Us in writing, all covers under this Policy shall cease.
5. **Claim Procedure and Requirements:**
An event, which might become a claim under the Policy, must be reported to Us as soon as possible. A written statement of the claim will be required and a Claim Form will be provided. This written statement of claim alongwith supporting documentation (estimates, vouchers, invoices, proof, investigation reports and like) prepared at Your expense along with particulars of other insurances covering the same risks must be delivered to Us within 15 days of date of Damage.

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

If any person is claiming against You or Your partner, directors or employees, every letter, claim, writ, summon, process information or any verbal notice of claim shall be forwarded to Us without delay. You or any person on Your behalf must not attempt to negotiate any claim nor admit or repudiate any claim without

Our consent. You shall give all possible assistance to enable Us to settle or resist any claim or to institute proceedings.

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

6. **Claim Control**

I. We are entitled to:-

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

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

7. **Fraud:**

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

8. **Contribution**

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

9. **Cancellation**

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

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

Period of Cover upto	Annual Premium Rate (%)
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15 days	10%
1 months	15%
2 months	30%
3 months	40%
4 months	50%
5 months	60%
6 months	70%
7 months	75%
8 months	80%
9 months	85%
Exceeding 9 months	100%

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

10. **Arbitration:**

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

11. **Disclaimer Clause:**

If we shall disclaim Our liability in any claim, and such claim shall not have been made subject matter of suit in a court of law within 12 months from the date of disclaimer, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable under this Policy.

12. **Reinstatement of Sum Insured:**

The Sum(s) Insured under Section-1 (Fire and Allied Perils), Section 2 (Burglary and Other Perils), Section 3 (Money) and Section 6 (Electronic Equipment) shall not be reduced by the amount of any Damage, but pro-rata premium on the amount of Damage from the date of occurrence of Damage to expiry of Policy Period shall be payable by You. The additional premium referred herein above shall be deducted from the net claim amount payable under the Policy.

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

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

14. The Geographical Limit of this Policy will be India except Section 4 (Personal Accident) where Geographical Limit will be worldwide. However all claims shall be settled in India in Indian Rupees. The provision of this

Policy shall be governed by the laws of India for the time being in force. The parties hereto unconditionally subject to the jurisdiction of the courts in India.

15. **Grievance or Complaint**

You may register a grievance or complaint by visiting our website www.itgi.co.in you may also contact the branches from where you have bought the policy or grievance officer who can be reached at our corporate office.

16. **Withdrawal & Alteration of Policy Conditions:** The policy terms and conditions may undergo alteration as per the IRDA Regulation. However the same shall be duly notified to you at least three months prior to the date when such alteration or revision comes into effect by registered post at your last declared correspondence address. The timeliness for revision in terms and rates shall be as per the IRDA Regulation. A product may be withdrawn with the prior approval of the Authority and information of withdrawal shall be given to you in advance as per the IRDA guidelines with details of options provided by us. If we do not receive your response on the intimation of withdrawal, the existing product shall be withdrawn on the renewal date and you shall have to take a new policy available with us, subject to terms & conditions.

17. **Payment of premium:** The premium payable shall be paid in advance before commencement of risk. No receipt for premium shall be valid except on our official form signed by our duly authorized official. In similar way, no waiver of any terms, provision, conditions and endorsements of this policy shall be valid unless made in writing and signed by our authorized official.

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

WARRANTIES

It is warranted:

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

GENERAL EXCLUSIONS

(What is not covered by the whole Policy)

We will not pay for

1. **War Risk**
Damage as a consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalisation, civil commotion loot or pillage in connection therewith.
2. **Confiscation**
Any Damage due to confiscation, commandeering, requisition or destruction by order of any government, or lawfully constituted authority.
3. **Nuclear Risk**
Any Damage to property, consequential loss, legal liability or bodily injury, illness, disease directly or indirectly caused by or contributed to by or arising from.
 - a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - b) The radioactive, toxic, explosive or the hazardous properties of any nuclear assembly or nuclear component.
4. **Wear and Tear:**
Depreciation and Damage caused by wear and tear or gradual deterioration.
5. **Consequential Loss:**
Consequential loss of any kind or description including any reduction of Market Value beyond the cost of repair or replacement.
6. **Existing Damage:**
Any damage, injury, accident, disease or illness occurring before cover commences.
7. **Matching of Items:**
The cost of repair or replacement of any undamaged or unbroken items or part of item forming part of a set, suits or other articles of uniform nature, colour or design (including area of carpet) when damage or breakage occurs within a clearly identifiable area or to a specific part and replacement cannot be matched.

SECTION 1 - FIRE AND ALLIED PERILS

PROPERTY INSURED:

It shall mean the contents listed under Item 1 to Item 4 below.

- Item 1: **Stock in Trade:**
Stock in trade belonging to You and goods in trust for which You are responsible.
- Item 2: **Furniture, Fixture and Installations:**
Business and office furniture, fixtures, fittings, electrical installations, safes, equipments, electrical and mechanical appliances (excluding Electronic Equipment covered in Section 5) belonging to You or for which You are responsible.
- Item 3: **Interior Decorations:**
Interior decorations, improvements and shop fronts belonging to You or for which You are responsible.
- Item 4: **Other Contents:**
Other contents belonging to You or for which You are responsible which includes:
- a) Patterns, models, moulds, designs, plans, deeds, printed books and unused stationery, business records or manuscripts but only for the cost of materials and clerical labour expended in reproducing such records and not for value to You of the information contained therein.
 - b) Computer system records for the cost of material and of clerical labour and computer time expended in reproducing such records and not for the value to You of the information contained therein.
 - c) Telephone and gas.

COVER:

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

Insured Perils:

- I. Fire excluding Damages caused to the property insured by
 - a) 1) Its own fermentation, natural heating or spontaneous combustion.
2) Its undergoing any heating or drying process.
 - b) Burning of property insured by order of any Public Authority.
- II. Lightning
- III. Explosion / Implosion
excluding Damage to boilers (other than domestic boilers), economisers or other vessels machinery or apparatus (in which steam is generated) or their contents resulting from their own explosion/ implosion or damages caused by centrifugal force.
- IV. Aircraft Damage---
Damage caused by an aircraft, other aerial or space devices and articles dropped there from excluding those caused by pressure waves.
- V. Riots, Strike and Malicious Damage
Visible physical Damage by external violent means directly caused to the property insured but excluding those caused by:
 - a. Total or partial cessation of work or the retarding or interruption or cessation of any process or operation or omission(s) of any kind.

- b. Permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building or prevention of access to the same.
 - c. 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 connection with the disturbance of public peace) in any malicious act.
- VI. Earthquake Fire and/or Shock
Damage to property insured including by Fire occasioned by or in consequences of earthquake including flood or overflow of the sea, lakes, reservoirs and rivers and/or landslide/rockslide resulting therefrom.
 - VII. Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation.
 - VIII. Impact Damage by any Rail/ Road Vehicle or animal by direct contact not belonging to or owned by You or any occupier of the premises or Your employees while acting in the course of their employment.
 - IX. Subsidence and Landslide including Rockslide.
Damage caused by Subsidence of the part of site on which the property stands or Landslide/Rockslide excluding:
 - a. Normal cracking, settlement or bedding down of new structures
 - b. 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 or ground works or excavations.
 - X. Bursting and overflowing of water tanks, apparatus and pipes.
 - XI. Missile testing operations.
 - XII. Leakage from automatic sprinkler installations, excluding Damages caused by
 - a. Repairs or alterations to the building(s) or premises.
 - b. Repairs, removal or extension of the sprinkler installation.
 - c. Defects in construction known to You.
 - XIII. Bush Fire excluding Damage caused by Forest Fire.
 - XIV. Terrorism is covered

EXCLUSIONS

We will not be liable for the following:

- I. .
 - a) An Excess of 5% of each claim subject to a minimum of Rs.10,000/- (Rupees Ten thousand) and maximum of Rs 25,000 (Rupees Twenty five thousand) in respect of each and every loss arising out of "Act of God" perils such as lightning, storm, tempest, flood, inundation, subsidence, landslide and rockslide, earthquake fire and/or shock covered under the Policy.
 - b) An Excess of Rs. 10,000/- (Rupees ten thousand) for each and every Damage arising out of other perils in respect of which You are indemnified by this Policy.
- II. Damage caused to the insured property by 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.
- III. Damage to any electrical/ electronic equipment, machine, apparatus, fixture, fittings by overrunning, 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 machine, apparatus, fixture, fitting so affected and not to other machines, apparatus, fixture, fittings, which may be damaged by, fire so setup.
- IV. Damage to livestock, money, securities for money, stamps, bullions, bonds, bill of exchange, promissory notes, stocks and share certificates, unset precious stones and jewellery and valuables.
- V. Expenses necessarily incurred on Architect, Surveyors and Consulting Engineers fees and Debris Removal by You following Damage to property insured by an insured peril in excess of 3% and 1% of the claim amount respectively.
- VI. Damage to property insured if removed to any building or premises other than in which it is herein stated to be insured.

SPECIAL PROVISION

- a) **Claim Settlement:**

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

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

b) **Basis of Claim Settlement:**

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

Under Item 1 (Stock in Trade):

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

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

Pay the full cost of repair or reinstatement to a condition equal to but not better or more extensive than its condition when new, provided that such cost has been incurred. However, if such cost has not been incurred and also in case of Item 4(All Other Contents) We will pay amount of Damage less due allowance for wear and tear and depreciation. The reinstatement has to be carried out with reasonable dispatch and within 12months from the date of Damage or within such period as We may allow.

SPECIAL CONDITION

1. **AVERAGE (UNDER-INSURANCE)**

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

a) **IN CASE OF REINSTATEMENT**

If at the time of replacement or re-instatement the sum representing 85% (eighty five percent) of the total cost which would have been incurred on reinstatement if the whole property covered had been destroyed exceeds the Sum Insured thereon at the commencement of Damage, You will be considered as Your own Insurer for the difference between the Sum Insured and the sum representing the cost of reinstatement of the whole property i.e. Reinstatement Value of the property and shall bear a rateable proportion of the Damage accordingly. Each item, if more than one, shall be separately subject to this condition.

b) **IN CASE OF NON-REINSTATEMENT:**

If in respect of the property insured at the commencement of any Damage by an insured peril, the sum representing 85% (eighty five percent) of the full Market Value of the property insured exceeds the Sum Insured thereon, then You shall be considered as being Your own Insurer for the difference and shall bear a rateable portion of the Damage accordingly. Every item, if more than one, of the Policy shall be separately subject to this condition.

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

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

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

3. The insurance under this Section does not cover any Damage to the property which at the time of happening of such Damage, is insured by or would, but for the existence of this Policy be insured by a Marine Policy,

except in respect of any excess beyond the amount which would have been payable under the Marine Policy or Policies had this insurance not been effected.

SECTION 2- BURGLARY AND OTHER PERILS

Property Insured

It shall mean the same properties described under Section 1 (Fire and Allied Perils).

Cover

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

Insured Perils

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

EXCLUSIONS

We will not be liable for the

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

SPECIAL PROVISION

a. **CLAIM SETTLEMENT**

The provisions relating to claim settlement will be the same as described under Section 1 (Fire and Allied Perils)

b. **BASIS OF CLAIM SETTLEMENT**

The provisions relating to the basis of claim settlement will be the same as described under Section 1 (Fire and Allied Perils).

SPECIAL CONDITION

The provisions of Special Conditions (2) and (3) of Section 1 are also applicable to this Section.

SECTION 3 – MONEY

DEFINITION

1. **Money** shall mean and include cash, bank drafts, bank and currency notes, current coins, cheques, postal orders, money orders and current postage stamps.
2. **Bank** shall mean and include bank of every description, post office, government treasury.

3. **Business Hours** shall mean the period during which You or Your partners, directors or any employee authorised to handle the Money of Your business are on the premises for the purpose of the business.
4. **Authorised Representative** shall include Your employees, partners and directors or employees of Your sister concerns operating from the same premises.

Cover:

In the event of loss of Money relating to Your business or profession happening during the currency of the Policy in accordance with situation(s) or circumstance(s) described below, We will indemnify You against such loss subject to limits stated in the Schedule. All transits as hereunder described are covered only within the municipal limits of the location of Your insured premises.

Circumstance(s) or Situation(s):

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

EXCLUSIONS

We will not be liable for payment of:

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

SPECIAL CONDITIONS

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

SECTION 4 - PERSONAL ACCIDENT

DEFINITIONS

1. **Insured Person**
It shall be mean You, Your partners, directors or Your employees aged between 18 (eighteen) years and 70 (seventy) years permanently working with You and named in the Schedule relating to this Section.
2. **Injury**
It means accidental physical bodily harm excluding illness or disease, solely and directly caused by external, violent and visible and evident means which is verified and certified by a Medical Practitioner.
3. **Loss of limb(s)**
It shall mean physical separation of one or more hands or feet or permanent and total loss of use of one or more hands or feet.
4. **Physical separation:**
It shall mean separation of the hand at or above the wrist and/or of the foot at or above the ankle respectively.
5. **Permanent Total Disablement:**
The bodily injury which as its direct consequence immediately or in foreseeable future will entirely prevent the Insured Person from engaging in any kind of occupation, profession or business for which the Insured Person is reasonably qualified by education, training or experience.
6. **Accident**
It means a sudden, unforeseen and involuntary event caused by external, visible and violent means.
7. **Medical Practitioner**
A Medical Practitioner is a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of license.
8. **Notification of Claim**
It means the process of notifying a claim to us by specifying the timelines as well as the address / telephone number to which it should be notified.

Cover

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

TABLE OF BENEFITS	% OF CAPITAL SUM INSURED
1. Death	100
2.a) Loss of sight (both eyes)	100
b) Loss of two limbs	100
c) Loss of one limb and one eye	100

3.a) Loss of sight of one eye	50
b) Loss of one limb	50
4. Permanent total and absolute disablement	100
5.a) i) Loss of toes-all	20
ii) Great-both phalanges	5
iii) Great-one phalanx	2
iv) Other than great, if more than one toe lost- each	1
b) i) Loss of hearing – both ears	50
ii) Loss of hearing – one ear	15
c) Loss of speech	50
d) Loss of four fingers and thumb of one hand	40
e) Loss of four fingers	35
f) Loss of thumb	
i) Both phalanges	25
ii) One phalanx	10
g) Loss of index finger	
i) Three phalanges	10
ii) Two phalanges	8
iii) One phalanx	4
h) Loss of middle finger	
i) Three phalanges	6
ii) Two phalanges	4
iii) One phalanx	2
i) Loss of ring finger	
i) Three phalanges	5
ii) Two phalanges	4
iii) One phalanx	2
j) Loss of little finger	
i) Three phalanges	4
ii) Two phalanges	3
iii) One phalanx	2
k) Loss of metacarpals	
i) First or second (additional)	3
ii) Third, fourth or fifth (additional)	2
l) Fracture of any bone above ankle in either leg with established and permanent non union	10
m) Shortening of the leg by 5cm or more	7.5
n) Loss of atleast 50% of all sound and natural teeth, including capped or eroded teeth.	2
o) Any other permanent partial disablement	% as assessed by Doctor

- Terrorism is covered.

EXCLUSIONS

We will not be liable for:

- i) Compensation under more than one of the benefits mentioned in Table of Benefits in respect of same period of disablement.
- ii) Any other payment after a claim for one of the benefits under Item 1,2,3 and 4 of Table of Benefits has been admitted and becomes payable.

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

SECTION 5 - FIDELITY GUARANTEE

Cover:

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

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

Terrorism is covered.

SPECIAL CONDITIONS

- i) We will not pay more than one claim in respect of acts or defaults of any one employee and we will indemnify You only in respect of act and defaults committed since date of commencement of risk in the Schedule hereto for such employee.
- ii) It is also provided and declared that we shall not be liable for any act or default of any employee done or omitted to be done after the discovery by You of any act of forgery, embezzlement, larceny or fraudulent conversion on the part of such employee.
- iii) You shall, if and when required by Us at Our expense, if a conviction be obtained, use all diligence in prosecuting the employee to conviction for any act or default done by the said employee in consequence of which a claim shall have been made under the Policy and You will at Our expense give all information and assistance to enable Us to sue for and obtain reimbursement from any such employee by reason of whose acts or default a claim has been made or from the estates of such employee all the moneys which We shall have become liable to pay in respect thereof.
- iv) Any sum of money which but for act or default on part of an employee would have become payable or due to him by You shall be deducted from the amount payable under this Policy.

SECTION 6 - ELECTRONIC EQUIPMENT

Cover:

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

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

Terrorism is covered.

EXCLUSIONS

We will not pay for:

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

WARRANTIES

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

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

Provided that this Warranty shall not apply if the additional premium as required by Us is paid by You for deletion of this Warranty or there is competent in-house maintenance facility for all equipments covered under this Section. The Warranty is also not applicable for Personal Computers with Sum Insured upto Rs.100,000/- (Rupees one lac) It is further warranted that the insured equipments covered under this Section are not more than 5 years old as on the date of the Damage.

SPECIAL PROVISION

Sum Insured:

It is a requirement under this Section of the Policy that the Sum Insured shall be equal to the cost of replacement of the insured Electronic Equipments by new of same kind, type and capacity including freight, dues and custom duties and also cost of dismantling and re-erection. It shall include the value of system software also.

BASIS OF CLAIM SETTLEMENT:

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

- a. Cost of dismantling and re-erection for the purpose of repairs.
 - b. Ordinary freight to and from repair shop.
 - c. Custom Duties and other dues.
1. **Repair Basis:** - In Repair Basis settlement, the following points will be taken into account while settling the claims:
 - a) No deduction will be made for depreciation in respect of parts replaced except those with limited life.
 - b) If the repairs are executed at a workshop owned by You, We will pay the cost of materials and wages incurred for the purpose of repairs plus a reasonable percentage to cover overhead charges
 - c) The cost of any provisional repair will be borne by Us if such repairs constitute part of the final repairs and do not increase the total repair expense.

NOTE:

- i. We will make payments only after being satisfied with necessary bills and documents that the repairs have been effected or replacement have taken place as the case may be.
 - ii. Value of salvage is to be taken into account for both Repairs Basis and Total Loss Basis, in case of replacement of parts or items.
2. **Total Loss Basis:** - In Total Loss Basis settlement, the following points will be taken into account while settling the claim.
 - a) Market Value of item to be calculated by deducting proper depreciation from the replacement value of item as new of same kind, type and capacity.
 - b) We may not insist for bills and documents in case You are unable to replace the damaged equipments for any reason.
 - c) If the insured items subject to total loss become obsolete, then all cost necessary to replace the damaged item with a follow up model (similar type) of similar structure and configuration (of similar quality) i.e. low, average or high capacity will be reimbursed

SPECIAL CONDITIONS

I. **AVERAGE CLAUSE**

If at the time of Damage, the Sum Insured is less than the total amount required to be insured as described above, then we will pay only in such proportion as the Sum Insured bears to the amount required to be insured.

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

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