

THE NEW INDIA ASSURANCE COMPANY LIMITED

87, M.G. ROAD, FORT , MUMBAI 400 001.

OFFICE PROTECTION SHIELD POLICY

(GENERAL)

Whereas the insured named in the Schedule hereto has made to **The New India Assurance Company Ltd** (hereinafter called the Company) a written proposal by completing questionnaire which together with any other statements made in writing by the insured for the purpose of this policy is deemed to be incorporated herein.

Now this policy witnesses that in respect of events occurring during the period of insurance and in consideration of insured having paid to the Company the premium mentioned in the Schedule, the Company will indemnify the insured in the manner and to the extent hereinafter set forth.

Provided always that due observance and fulfillment of the terms, conditions and exceptions of this policy in so far as they relate to anything to be done or complied with by the Insured and the truth of statements and answers in their proposal shall be condition precedent to the right of the Insured to recover hereinunder. The schedule shall be deemed to be incorporated in and shall form part of this policy and the expression "**this policy**" wherever used in this contract 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 the Schedule shall bear such meaning whenever it may appear.

General Definitions

1. Proposal shall mean any signed proposal by filling up the questionnaires and declarations, written statements and any information in addition thereto supplied to the Company by or on behalf of the insured.
2. Offices shall mean the premises or the portion of the premises at the Business address occupied by insured for the Business or Profession and used solely as offices.
3. Damage shall mean loss or damage.
4. Currency of the Policy shall mean (for consideration of any claim) currency of that section or subsection to which the claim relates.
5. Period of Insurance means the duration of this policy as shown in the Schedule and any further period for which the Company accepts the premium.

GENERAL CONDITIONS:

1. **Reasonable Precaution** - The insured shall take all reasonable precautions for the safety of the Insured property and to prevent injury, illness, diseases or Damage.

The insured shall maintain all records, and books of accounts reasonably required in an accurate manner.

2. **Notice** - Every notice and communication to the company required by this policy shall be in writing to the office of the Company through which this insurance is effected.
3. **Misdescription** - This policy shall be void and all premium paid hereon to the Company shall be forfeited in the event of misrepresentation, misdescription or concealment of any material information.
4. **Alteration of Risk** - All cover under this policy shall cease if any alteration be made whereby the risk of Damage or injury is increased unless and until such alteration shall be agreed by the Company in writing.
5. **Claim Procedure & Requirements** - Upon the happening of an event giving rise or which may give rise to a claim :

- a) The insured or his representative shall forthwith give notice to the Company with full particulars.

A claim in writing shall also be delivered by the insured at his own expense to the Company within 14 days with such detailed particulars and proofs, explanation, statement of witnesses as may be required together with particulars of other insurance covering the same risk.

- b) In the event of a claim under Personal Accident and Mediclaim sections under this policy, immediate written notice shall be given by Insured or his legal representative, but in no case later than one month after occurrence of the injury. All certificates, information and evidences whether from a Medical Attendant or otherwise required by the company shall be furnished at the expenses of the Insured or his legal representative/ assignee and shall be in such form and of such nature as the Company may prescribe. The Insured person must immediately after the occurrence of an accident which may be the subject of a claim hereunder obtain medical treatment failing which the Company will not be liable for the consequence thereof.
- c) Immediate action must be taken to minimise loss and avoid interruption or interference with the Business or Profession and to prevent further Damage or injury.

- d) Every letter, claim writ, summons, process information or any verbal notice of claim shall be forwarded to the Company by the Insured upon receipt. The Insured shall give all necessary information and assistance to enable the Company to settle or resist any claim or to institute proceedings.
- e) In the event of theft or other criminal act, the Insured shall lodge a complaint with the Police and take all practicable steps to apprehend the guilty person and recover the property lost.

6. **Claim Control**

- a) The Company shall have sole control of all claim procedures and settlements.
- b) No admission offer, payment or indemnity shall be made or given by or on behalf of insured without Company's written consent.
- c) The Company shall be entitled to take over and conduct in the name of insured the defence or settlement of any claim or to prosecute any claim in the name of insured for its own benefit in pursuance of any remedies to which the Company shall be or would become entitled or subrogated upon its indemnifying the insured.
- d) The Company shall have full discretion in conduct of any proceedings and in settlement of any claim and the insured shall give all such assistance and information as the Company may require.

7. **Fraud** - In the event of any claim being in any respect fraudulent or if any fraudulent means or devices are used by the Insured or anyone acting on behalf of Insured to obtain any benefit under this policy or if any loss or damage is occasioned by the wilful act or with the connivance of Insured, all benefits under this Policy shall be forfeited.

8. **Contribution Clause(Not applicable to PA Section) -**

If at the time any claim arises under this Policy, there shall be in force any other insurance covering the same property, interest or liability, the Company shall not pay more than its ratable proportion of such claim.

9. **Cancellation** - The Company may cancel this policy by sending fourteen days notice in writing by recorded delivery to the Insured at the Insured's last known address and the Company will on demand return to the Insured a proportion of the premium corresponding to the unexpired period of this Policy.

This Policy may also be terminated at any time at the request of the Insured in which case the Company will retain the premium for the period, this policy has been in force at short period scale of rates as per scales given below :

Short Period Scales

Period of risk be retained	Annual Rate Premium to
Upto one month	25% of the annual rate premium
Upto three months	50% of the annual rate premium
Upto six months	75% of the annual rate premium
Exceeding six months	Full annual rate

10. **Arbitration** - Should any difference arise as to any amount payable to the Insured (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of arbitrators to be appointed in accordance with appropriate statutory provision of the country in force at the time.

Where any difference is referable or is referred to arbitration, the making of an award by arbitrator(s) shall be a condition precedent to any right of action against the Company.

It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within 12 calendar months from date of such disclaimer have been made the subject matter of 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 under this Policy.

11. **Statutory and other safety requirements -**

The Insured shall comply with all statutory or other regulations and will employ only competent employees. The Insured shall observe all manufacturer's instructions concerning :

- a) the inspection of machinery, plant and equipment apparatus.
- b) the safety of persons or property.

12. **AVERAGE** [Building and Office contents (Section 1 and 2)]

If at the time of reinstatement the sum representing the cost which would have been incurred in reinstatement if the whole of property covered had been destroyed exceeds the Sum Insured thereon at the commencement of any destruction or damage to the property by any specified peril, the insured shall be considered as being his own insurer for the difference between the Sum insured and the Sum representing the cost of reinstatement of the whole of the property i.e. collective value of the total property and shall bear a ratable proportion of the loss accordingly.

13. **Reinstatement of Sum Insured** - The Sum(s) Insured by Section 1-Building, Section 2-Contents, Section 4-Money Insurance, Section 5-Fixed Glass and Sanitary Fittings, Section 6 - Fidelity Guarantee, Section 7 - Damage to Electronic Equipments, Section 12-Breakdown of Office appliances, Section 13 - Baggage, shall not be reduced by the amount of any Damage, but pro-rata premium on the amount of Damage from date of occurrence of Damage to expiry of period of insurance shall be payable by Insured. The additional premium referred herein above shall be deducted from the net claim amount payable under the policy.
14. **Interest/Penalty** - No sum Payable Under this Policy shall carry any interest or penalty.
15. **Geographical Scope** - The Geographical Scope of this Policy will be India except for Section 9 (Portable Computers), Section 11 (Personal Accident) Section 13 (Baggage).

WARRANTIES

It is warranted :

1. that the Company's 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 such other sum as may be substituted for it by endorsement.
2. that whenever the offices 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 Office. Further the keys of safes would be safely 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 theft.
3. that the building(s) containing the offices are
 - a) maintained in a good and substantial state of repair.
 - b) occupied by the insured for office and residential purposes and do not form part of premises having manufacturing units, shops dealing in hazardous goods, godowns containing hazardous goods.

GENERAL EXCLUSIONS

The Company shall not be liable for :

1. Damage directly or indirectly occasioned by or happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalisation, civil commotion or loot or pillage in connection therewith.
2. Any damage arising from or in consequence of requisition by or under the order of any Public Authority and / or,
 - a) Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss.
 - b) Any legal liability of whatsoever nature;

directly or indirectly caused by or contributed to by or arising from ionising radiation of or contention by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel or any weapon having nuclear components.

3. Damage caused by wear and tear or depreciation.
4. Consequential loss of any kind or description.

5 **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 or violence and / or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.

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

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

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

(Unless covered specifically by payment of extra premium and being specified in the shedule for the same for applicable section/s)

SCOPE OF COVER

Section - 1 Buildings

Interpretation

Buildings shall mean the buildings (including out buildings) of Class 'A' construction only, as specified in the Schedule which contain the offices.

Class 'A' Construction :- Buildings shall have external wall(s) of stone/bricks/ concrete blocks/asbestos sheets cladding and/or metal sheet cladding glass panel/partly or fully open sided and roof of R.C.C./masonry/asbestos concrete sheet/metal sheets/tiles/wooden shingles or boarding on R.C.C./steel/wooden frame work.

N.B.

1. Thin layer of grass hay or reeds on incombustible roofing's is permitted under Class 'A' construction.
2. Use of Thermosetting resin fibre glass reinforced sheets is permitted for skylights under Class 'A' construction.

Property Covered

The Buildings including :-

- a) the landlord's fixture and fittings &
 - b) Boundary walls and fences;
- belonging to Insured or for which he/she is responsible.

Insured Perils

The property covered is insured against Damage caused by specified perils in accordance with the sum(s) insured stated in the Schedule.

Specified Perils Mean

I. Fire

Excluding destruction 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 or 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 or damage caused by Aircraft, other aerial or space devices and articles dropped therefrom excluding those caused by pressure waves.

V. Riot, Strike, Malicious Damage

Loss of or visible physical damage or destruction by external violent means directly caused to the property insured but excluding those caused by

- a) total or partial cessation of work of the retardation or interruption or cessation of any process or operations or omission of any kind.
- b) permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any 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 of any person (whether or not such act is committed in the course of a disturbance or public peace) in any malicious act

VI. Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation

Loss, destruction or damage directly caused by Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood or Inundation excluding those resulting from earthquake, Volcanic eruption or other convulsions of nature. (Whether earthquake cover is given as an "and on cover" the words "excluding those resulting from earthquake volcanic eruption or other convulsions of nature" shall stand deleted.

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 premises or
- b) their employees while acting in the course of their employment

VIII. Subsidence and Landslide including Rock slide

Loss, Destruction or damage directly caused by Subsidence of part of the site on which the property stands or Land slide/Rock slide excluding :

- 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 or groundwork or excavations.

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

X. Missile Testing operations

XI. Leakage from Automatic Sprinkler Installations

Excluding 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 by Forest Fire.

XIII. Earthquake (Fire and Shock)

Loss or damage (including loss or damage by fire) to any of the property Insured by this policy occasioned by earthquake including Landslide / Rockslide resulting therefrom but excluding flood or overflow of the sea, lakes, reservoirs and rivers caused by Earthquake.

- XIV. **Theft or attempted theft** (involving entry to or exit from the Office by forcible and violent means) & hold up.

XV. Robbery

XVI. Dacoity

Compulsory Deductible / Excess

This Policy does not cover ,

- a) The first 5% of each and every claim subject to minimum of Rs. 10,000 in respect of each and every loss arising out of "Act of God Perils" such as Lightning, STFI and Subsidence & Landslide and Rock slide covered under the Policy.
- b) The first Rs. 10,000 for each and every loss arising out of other perils in respect of which the Insured is indemnified by this Policy.

The Excess shall apply per event per Insured.

Exclusions

The Company will not be liable for :

- E.1.1 Damage occasioned by or through or in consequence of subterranean fire.
- E1.2 Damage to property occasioned by its own undergoing any heating or drying process.
- E1.3 Damage to any electrical machine, apparatus, fixture or fitting (including electric fans, electrical appliances) or to any portion of electrical installation, 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 exemption will apply only to the particular electrical machine, apparatus, fixture, fittings or portion of electrical installation so affected and not to other machines, apparatus, fixtures, fittings or portion of electrical installation which may be destroyed or damaged by fire so set up.

- E1.4 Damage by members including employees , partners of the Insured's business or profession or household acting as principal or accessory, provided that this exclusion will not apply to Specified Peril No. V mentioned above.

Amount Payable

In the event of the property covered suffering damage during the currency of the policy by any of the specified perils covered, the company will pay the amount of the damage or at its option replace or repair such damage. The basis of settlement will be cost of replacing or reinstating on the same site, property of the same kind or type but not superior to or more expensive than the insured property when new, subject to the following SPECIAL PROVISIONS.

Special Provisions

- I. The insured shall intimate his intention to replace or reinstate the damaged property within 6 months from the date of destruction or damage or such further time as the company in writing may allow.
- II. The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable dispatch and in any case must be completed within 12 months after the destruction or damage or within such further time as the company (during the said 12 months) in writing may allow.
- III. In case the aforesaid special provisions No. (I) and/or (ii) are not complied with OR if the insured requests and the company agrees that the reinstatement should not be carried out, the basis of settlement shall be the Amount of damage less due allowance for wear & tear and depreciation. In such an event, for application of AVERAGE CLAUSE, the Sum Insured as also the value of property as new, at commencement of the damage shall be taken into account.

The Company will also pay

- a) The cost of removal of debris from the premises of Insured, dismantling or demolishing, shoring or propping up of the portion or portions of the property (insured) damaged or destroyed by specified perils upto Sum Insured opted and agreed .
- b) The cost of architects, Surveyors and Consulting Engineers fees for plans, specifications, Tenders, Quantities and Service in connection with the Superintendence of the reinstatement of damage to the building insured under this policy upto Sum Insured opted and agreed . However, this will not include any costs in connection with Insured's claim or estimate of loss in the event of damage by Insured perils.
- c) The additional cost of reinstatement of property damaged during currency of policy by insured perils to comply with the building or other Regulations under or framed in pursuance of any Act of Parliament or with Bye-laws of any Municipal or local

Authority provided that notice thereunder has not been served on the Insured before occurrence of damage.

Section - 2 Office contents

Property Covered

1. Office Contents while contained in the offices comprising :
 - a) Business furniture, furnishings, safes, offices machinery electrical appliances, printed books, unused stationery, fixtures and fittings belonging to or the responsibility of the Insured.
 - b) All other contents belonging to or the responsibility of the Insured and including :
 - i) Documents ii) telephone Installations, gas and electric meters.
 - c) Tenants Improvement and decorations and alteration to the portion of premises occupied by insured.
 - d) Clothing and Personal Effects (except money, fur, jewellery and property otherwise Insured) belonging to Insured or employees of insured for amounts not exceeding Rs.5,000/- for clothing and personal effects in respect of any one person.
 - e) Electronic Equipments, if not covered under Section 6A.
 - f) Pedal Cycle.
2. Documents belonging to or the responsibility of the Insured while temporarily removed from the office but remaining within India for an amount not exceeding 5% of the total Sum Insured on office contents or Rs.15,000/- whichever is lower.

Interpretation for Section 2

Documents shall mean

- a) Plans, deeds, business records and other documents manuscripts and business books but only for the value of the materials as stationery together with cost of clerical labour expended in re-writing and not for the value to the Insured of information contained therein
- b) Computer data carrying materials but only for value of the materials and not for the value of the information contained therein.

Insured Perils

The property covered is insured against damage or destruction caused by specified perils in accordance with sum insured stated in the schedule.

Specified Perils shall Mean,

I. Fire

- Excluding destruction 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 or 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 or damage caused by Aircraft, other aerial or space devices and articles dropped therefrom excluding those caused by pressure waves.

V. Riot, Strike, Malicious Damage

Loss of or visible physical damage or destruction by external violent means directly caused to the property insured but excluding those caused by

- a) total or partial cessation of work of the retardation or interruption or cessation of any process or operations or omission of any kind.
- b) permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any 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 of any person (whether or not such act is committed in the course of a disturbance or public peace) in any malicious act

VI. Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation

Loss, destruction or damage directly caused by Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood or Inundation excluding those resulting from earthquake, Volcanic eruption or other convulsions of nature. (Whether earthquake cover is given as an "and on cover" the words "excluding those resulting from earthquake volcanic eruption or other convulsions of nature" shall stand deleted.

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 premises or
- b) their employees while acting in the course of their employment

VIII. Subsidence and Landslide including Rock slide

Loss, Destruction or damage directly caused by Subsidence of part of the site on which the property stands or Land slide/Rock slide excluding :

- 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 or groundwork or excavations.

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

X. Missile Testing operations

XI. Leakage from Automatic Sprinkler Installations

Excluding 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 by Forest Fire.

XV. Earthquake (Fire and Shock)

Loss or damage (including loss or damage by fire) to any of the property Insured by this policy occasioned by earthquake including Landslide / Rockslide resulting therefrom but excluding flood or overflow of the sea, lakes, reservoirs and rivers caused by Earthquake.

XVI. Theft or attempted theft (involving entry to or exit from the Office by forcible and violent means) & hold up.

XV. Robbery

XVI. Dacoity

Compulsory Deductible / Excess

This Policy does not cover ,

- a) The first 5% of each and every claim subject to minimum of Rs. 10,000 in respect of each and every loss arising out of "Act of God Perils" such as Lightning, STFI and Subsidence & Landslide and Rock slide covered under the Policy.
- b) The first Rs. 10,000 for each and every loss arising out of other perils in respect of which the Insured is indemnified by this Policy.

The Excess shall apply per event per Insured.

Exclusions

The Company will not be liable for the :

- E.2.1 Damage occasioned by or through or in consequence of Subterranean fire.
- E.2.2 Damage to property occasioned by its undergoing any heating or drying process.
- E.2.3 Damage to any electrical machine, apparatus, fixture or fitting (including electrical fans, electrical appliances) or to any portion of electric installation, 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 exemption will apply only to the particular electrical machine, apparatus, fixture, fitting or portion of electrical installation so affected and not to other machines apparatus, fixtures, fitting or portions of electrical installation which may be destroyed or damaged by fire so set up.
- E.2.4 Damage to property by members including employees, partners of the Insured's business or profession OR household acting as principal or accessory, provided that this exclusion will not apply to Specified Peril No. V mentioned above.
- E.2.5 Damage to livestock, motor vehicle and money, securities for money, stamps, bullion, bonds, bill of exchange, promissory notes, stock and share Certificates, unset precious stones and jewellery and valuables.
- E.2.6 Erasure or breakdown of information contained in data carrying materials and/or consequential loss of any description.

Amount Payable

In the event of the Property covered suffering damage during the currency of the policy by any of the specified perils covered, the company will pay the amount of the damage or at its option replace or repair such damage. The basis of settlement will be cost of replacing or reinstating property covered by new property of the same kind or type and capacity, subject to the following SPECIAL PROVISIONS.

Special Provisions

- I. The insured shall intimate his intention to replace or reinstate the damaged property within 6 months from the date of destruction or damage or such further time as the company in writing may allow.
- II. The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable dispatch and in any case must be completed within 12 months after the destruction or damage or within such further time as the company may (during the said 12 months) in writing may allow.
- III. In case the aforesaid special provisions No. (I) and/or (ii) are not complied with OR if the insured requests and the company agrees that the reinstatement should not be carried out, the basis of settlement shall be the Amount of damage less due

allowance for wear and tear and depreciation. In such an event, for application of AVERAGE CLAUSE, the Sum Insured as also the value of property as new, at commencement of the damage shall be taken into account.

The Company will also pay the cost of removing debris of the property covered upto Sum Insured opted and agreed .

Section -3 : Tenant's Liability

Cover

The Company will indemnify the Insured against liability as tenant of the Buildings (but not as owner) of the Office premises for damage to the buildings of the Offices and landlord's fixture and fittings caused by the perils covered as described in specified perils in Section 2 - Damage to Office Contents, happening during the currency of the Policy.

Limit of Indemnity

The Company will not pay under this sub-section in respect of each occurrence of damage more than 10% (ten percent) of Sum Insured on contents. The compulsory Deductible / Excess as applicable to Section -2 will also apply for claim under this section.

Section - 4 Money Insurance

In the event of loss of Money relating to Business or Profession due to accident or misfortune happening during the currency of the Policy, the Company will pay to the Insured the amount of loss in the circumstances or situations set out below :

	CIRCUMSTANCES OR SITUATIONS	MAXIMUM LIMIT "ANY ONE LOSS" As stated in the Schedule
1.	Wages and Salary whilst in direct transit from Office premises or to Office premises.	- DO -
2.	Money other than item (1) above whilst in direct transit between any two places.	- DO -
3.	Money in Office during business hours	- DO -
4.	Money in locked safe in office outside business hours	- DO -

Damage to safe :

The company will also pay for the cost of replacement or repair of the Insured's safe in the office in the event of its being damaged by thieves, burglars.

Exclusions

The Company shall not be liable for payment of :

- E.4.1 shortage of money due to error or omission.
- E.4.2 loss of money entrusted to any person other than insured, authorised employee of Insured or Directors
- E.4.3 loss arising from fraud or dishonesty of any director or employee of the Insured unless such loss is discovered within 48 hours of its occurrence.
- E.4.4 the amount of loss 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.
- E.4.5 Loss of money extracted from safe following the use of key to the said safe or any article thereof belonging to the insured unless such key has been obtained by assault or violence or threat thereof.

Interpretation of Section 4

Money shall mean Cash, Current Coin, Bank and Currency Notes, Cheques, Postal Orders and Current Postage Stamps.

Special Condition

The Insured shall keep a complete account of money contained in safe or strong-room and/or at any other place under lock and key on daily basis. This complete account shall be deposited in a secured place other than the safe, strong-room and the said place where the money is kept and be produced as documentary evidence for admissibility of claim under this policy. The keys of the safe, strong-room or the said place containing money shall not be left in the office, out of the business hours unless the offices are occupied by the Insured or his employee in which case such keys will be deposited in a secured place not in the vicinity of safe, strong-room or the place containing the money.

Section 5 Fixed Glass and sanitary Fittings

In the event of accidental breakage of Glass or Sanitary fittings happening during the currency of the Policy, the company will indemnify the Insured for such breakage.

The Company will also :

- i. Indemnify for damage to frames, framework of any description.
- ii. Indemnify for breakage of lettering consequent upon the breakage of glass.

Exclusions

The Company shall not be liable for :

- E.5.1 Breakage or damage during removal, alterations and/or repairs in or office premises.
- E.5.2 Disfiguration or Scratching or damage of glass sanitary fittings other than the fracture extending through the entire thickness of glass, sanitary fittings.
- E.5.3 Breakage of glass, sanitary fitting which are not completely and securely fixed.
- E.5.4 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.5.5 Glass or Sanitary fittings already damaged at the commencement of this policy.

Interpretation for Section 5

- a) glass shall mean fixed plain glass and mirrors in or on the offices excluding painting, tinting, embossing or ornamental work on glass.
- b) Sanitary fittings shall mean fixed wash basins, pedestals, sinks, lavatory pans and cistern contained in the offices.
- c) Glass not described by (a) above in interpretation details of which have been lodged in the company and in respect of which the Company has agreed to accept an additional premium.

Special Conditions

It is a requirement of this Policy that the Sum Insured shall be equal to cost of replacement of insured property on the date of replacement by new one of the same kind. If the Sum Insured is less than 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 ratable proportion of the damage. Each insured item, if more than one shall be separately subject to this condition.

Section 6 Fidelity Guarantee

The Company will indemnify the Insured against direct pecuniary loss caused by act of fraud or dishonesty committed by any salaried person employed by or with the Insured in the office up to the amount (s) stated in the Schedule.

Provided that the loss shall have occurred in connection with occupation and duties of the employee during the uninterrupted continuance of his employment and be discovered within 6 months after the death, dismissal or retirement of such person or six months after this policy shall have ceased to exist, whichever of these events shall happen first.

Special Conditions

- I. The Company shall not be called upon to pay more than one claim in respect of acts or defaults of any one of the Employee and the Company will indemnify the Insured 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 the Company shall not be liable for any act or default of any employee (stated in Schedule) 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 such employee.
- III. The Insured shall if and when required by the Company but at the expense of Company if a conviction be obtained use all diligence in prosecuting any of employee to conviction for any act or default done by the said employee in consequence of which a claim shall have been made under this policy. The Insured 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 of default a claim has been made, by the estates of such employee or the moneys which the Company shall have become liable to pay in respect thereof.
- IV. Any sum of Money which but for act of default on part of an employee would have become payable or due to him by Insured shall be deducted from the amount payable under this policy.

Section 7 Electronic Equipment Insurance

7 : Damage to Electronic Equipment

In the event of any unforeseen sudden physical loss or damage due to any cause other than those specifically excluded, sustained during the currency of the Policy to:

- i) the Electronic Equipment installation or any part, items of the installation described in the schedule.
- ii) data carrying material.

While contained in the offices and such damage occurring during the normal use after installation, the company will pay for the amount of such damage or at its option repair, reinstate or replace such damaged property upto the amount stated in the Schedule.

Exclusions

The Company will not be liable for :

- E.7.1 Amount of compulsory Deductible / Excess for each and every occurrence of damage.

- E.7.2 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.
- E.7.3 Damage due to or consequent upon wear and tear, gradual deterioration, atmospheric or climatic conditions rust, corrosion, moth vermin or insect.
- E.7.4 Any costs incurred in connection with the elimination of functional failures unless such failures were caused by an indemnifiable damage.
- E.7.5 Any cost incurred in connection with the maintenance of the insured items such exclusions will also apply to parts exchanged in course of such maintenance operations.
- E.7.6 Damage to rented or hired equipment for which the owner is responsible either by law or under a lease and/or maintenance agreement.
- E.7.7 Damage due to defects of design material or workmanship or otherwise for which the manufacturer or supplier of the Insured items is responsible either by law or under contract or any amount recoverable under the terms of the Maintenance Agreement.
- E.7.8 Cessation of work total or partial.

COMPULSORY DEDUCTIBLE / EXCESS :

1. Equipment with Sum Insured upto Rs. 1,00,000/- :
 - a) 5% of claim amount subject to minimum of Rs. 1,000/- per claim for claims other than Winchester Drive claims.
 - b) 10% of claim amount subject to minimum Rs. 2,500/- per claim for Winchester Drive claims
2. Equipment with Sum Insured above Rs. 1,00,000/-
 - a) 5% of claim amount subject to minimum of Rs. 2,500/- per claim for claims other than Winchester Drive Claims.
 - b) 25% of claim amount subject to minimum of Rs. 10,000/- per claim for Winchester Drive Claims.
3. Personal Computers (equipment includes entire Computer system consisting of CPU, Key Board(s), Monitor(s), Printer(s), Stabiliser (s), U.P.S; etc.) – 5% of claim amount subject to minimum of Rs. 2500/-.

Amount Payable

In the event of insured item being damaged the Company will pay the expenses necessarily incurred to restore the damaged item to its former state of serviceability OR pay the actual value of item immediately before occurrence of the loss, if the cost of repair exceeds or equals the actual value of machinery. The Company will also pay the following to the extent these expenses have been included in the Sum Insured:

- a) Cost of dismantling and re-erection incurred for purpose of effecting the repairs.

- b) Ordinary freight to and from a repair-shop.
- c) Custom duties and other dues.

No deduction will be made for depreciation in respect of parts replaced except those with limited life, but the value of salvage will be taken into account. However, in case of payment of actual value of items, proper depreciation will be deducted from replacement value of items .

Warranty

It is warranted that an Agreement for the Electronic Equipment Installation from its owners or manufacturers or a Company or Concern approved by manufacturer shall be kept in force throughout the currency of this section of this policy and no variation in term of Agreement shall be made without the Company's written consent. For the purpose of this warranty, '**Agreement**' shall mean an agreement which provides :

- I. Maintenance services for the Electronic Equipment Installation including preventive treatment or adjustment of mechanical or moving parts, safety checks and
- II. Rectification of loss, damage, 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 the Company is paid by the insured for deletion of this warranty.

Special provision

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

Special Condition

If the Sum Insured is less than the amount required to be insured as per special provision herein above, the Company will pay for the damage 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.

8 : Cost of Reinstatement of Data

In the event of damage to data contained in or on data carrying materials or to programmes caused by specified perils covered under Sec.7 herein above, the

company will indemnify the Insured against the cost of reinstating such data on data carrying materials and for programmes replaced upto Amount stated in the schedule.

The cover applies while such insured data and programmes are kept in the offices.

Exclusions

The Company will not be liable for :

- E.8.1 5% (Five percent) of the claim amount subject to a minimum of Rs.2,500/- (Two thousand five hundred only) for each and every occurrence of the damage.
- E.8.2 Data carrying materials not stored in accordance with or stored for a larger period than stated in the maker's instruction.
- E.8.3 Erasure, destruction, distortion or corruption resulting from an unidentifiable occurrence.
- E.8.4 Any cost arising from false programming, punching, labeling or inserting inadvertent cancelling of information or discarding of data and from loss of information caused by magnetic fields.
- E.8.5 Loss discovered more than six calendar months after its occurrence.
- E.8.6 Cost incurred for alteration or improvement of data/programme.
- E.8.7 Intrinsic value of data/programme.
- E.8.8 Programme which cannot be exchanged by user.

Amount Payable

The Company will indemnify any expenses incurred by Insured within a period of 12 (Twelve) months as from date of the occurrence strictly for the purpose of restoring the insured external data and/or programmes to a condition equivalent to that existing prior to the occurrence and necessary for permitting data processing operations to be continued in the normal manner.

If it is not necessary to reproduce lost data and/or programmes OR if such reproduction is not effected within 12(Twelve) months after the occurrence, the Company shall only be liable to indemnify under Section 7, the expenses incurred for replacing the lost or damaged data carrying material by new data carrying material.

9 : Portable Computer

The company will indemnify the Insured against damage during currency of this policy to Portable Computer specified in the Schedule and belonging to Insured and in personal custody of Insured, his employee or director whilst anywhere in the World for the purpose of business or profession in accordance with coverage of Section 7.

The Company will also pay for any loss or damage to data carrying material being carried for normal functioning of Portable Computer.

Provided That

- I. The liability of the Company will be limited to Sum Insured against each item in Schedule and not exceeding in aggregate the total Sum Insured stated in Schedule in any one period Insurance.
- II. This Sub-section is subject to same perils, terms, conditions, exclusions, warranties and provisions as that of Section 7.

Section 10 Additional Expenses of Rent for Alternative Accommodation

In the event of the Office Premises stated in the Schedule and occupied by the Insured, being destroyed or damaged by any specified perils as covered in Section 2 and becoming unfit for occupation and the Insured in consequence thereof takes alternative accommodation, then the Company will subject to special conditions set out herein indemnify the Insured against Additional Rent (as explained in Interpretation herein) for alternative accommodation, which the Insured is called upon to bear for the period beginning from date of operation of specified peril, until the office premises is rendered fit for occupation such period not exceeding such reasonable time as is required to restore the premises with due diligence to a condition fit for occupation or the Maximum Indemnity period of the 12 months whichever is earlier.

It is provided that the liability of the Company will be limited to twenty five percent of the Sum Insured on office contents in Section 2.

Amount Payable

The Sum(s) produced by multiplying the monthly additional rent or actual additional rent whichever is lower by number of months for which the Office Premises was unfit for occupancy or the maximum indemnity period of 12 Months.

Special Conditions

The Insured shall be at liberty to take alternative accommodation in any locality so long as it is within the Municipal limit of city or town in which office premises is situated.

Interpretation

A. Additional Rent

- a) If the Insured is Owner-occupant, the additional rent borne by him is Actual Rent paid for having alternative office premises.

- b) If the Insured is tenant only and for safeguarding his legal tenancy rights is obliged to pay rent for the office premises even during the period when it is not fit for occupation, the additional rent borne by him is actual rent for the alternative accommodation.
- c) If the Insured is tenant and is not obliged to pay rent for office premises during the period when it is not fit for occupation, the additional rent borne by him is the actual rent paid for alternative accommodation taken, less the rent which he was paying for office premises immediately prior to the same being damaged or destroyed.

B. Monthly Additional Rent:

It will be calculated by dividing the 25% (Twenty five percent) of the Sum Insured on contents in Section 2 by 12 (Twelve).

Section 11 - Personal Accident

Cover

If any Insured Person shall during the currency of the Policy sustain anywhere in the World, 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 as stated hereinafter, the Company shall pay to the Insured the sum or sums hereinafter set forth.

Sustain any bodily injury resulting solely directly from accident caused by external, violent and visible means, the sum hereinafter set forth in respect of any of the Insured persons specified in the Schedule.

- (a) If such injury shall within Twelve calendar months of its occurrence be the sole and direct cause of the death of the Insured person, the Capital Sum Insured stated in the Schedule hereto, applicable to such insured person.
- (b) If such injury shall within Twelve calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of
 - i) Sight of both eyes, or of the actual loss by "physical separation" of two entire hands or two entire feet, or of one entire hand and one entire foot, or of such loss of sight of one eye and such loss of sight of one eye and such loss of one entire hand or one entire foot, the Capital Sum Insured stated in the Schedule herein applicable to such Insured person.
 - ii) Use of two hands or 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, the Capital Sum Insured stated in the Schedule hereto, applicable to such Insured person.

- (c) If such injury shall within twelve calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of
- i) the sight of one eye, or of the actual loss by physical separation of one entire hand or of one entire foot, fifty percent (50%) of the Capital Sum Insured stated in the Schedule hereto, applicable to such Insured person.
 - ii) total and irrecoverable loss of use of a hand or a foot without physical separation, fifty percent (50%) of the Capital Sum Insured stated in the Schedule hereto, applicable to such Insured person.

NOTE For the purpose of Clauses (b) and (c) above, physical separation of a hand means separation at or above the wrist and of the foot means at or above the ankle.

- (d) If such injury shall, as a direct consequence thereof, immediately, permanently, totally and absolutely, disable the Insured person from engaging in being occupied with or giving attention to any employment or occupation of any description whatsoever, then a lump sum equal to hundred percent (100%) of the Capital Sum Insured, stated in the Schedule hereto applicable to such insured person.
- (e) If such injury shall within twelve calendar months of its occurrence be the sole and direct cause of the total and/or partial irrecoverable loss of use or of the actual loss by physical separation of the following, then the percentage of the Capital Sum Insured applicable to such insured person in the manner indicated below :

		Percentage of Capital Sum Insured
I)	Loss of toes - all	20
	Great - both phalanges	05
	Great one phalanx	02
	Other than great, if more than one toe lost for each	01
ii)	Loss of hearing - both ears	75
iii)	loss of hearing - one ear	30
iv)	loss of four fingers and thumb of one hand	40
v)	Loss of four fingers	35
vi)	Loss of thumb - both phalanges	25
	- one phalanx	10
	Loss of index finger	
vii)	- three phalanges or two phalanges or one phalanx	10
	Loss of middle finger	
	- three phalanges or two phalanges or one phalanx	06
viii)	Loss of nine finger	
	- three phalanges or two phalanges or one phalanx	05
ix)	Loss of little finger	
	- three phalanges or two phalanges or one phalanx	04
x)	Loss of metacarpals - first or second (additional) or third, fourth or fifth (additional)	03
xi)		
xii)	Any other permanent partial disablement	Percentage as assessed by the panel doctor of the company

- (f) If such injury shall be 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 hereto per week, but in any case not exceeding Rs. 3,000/- per week in all, under all personal accident policies covering such insured person. Provided that the compensation payable under the foregoing Sub-Clause (f) 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 applicable to such insured person.

For the purpose of benefits applicable, Table D will cover of above Benefit (a) only, Table C will cover of above Benefit (a) to (d), Table B will cover of above Benefit (a) to (e) and Table A will cover of above Benefit (a) to (f). The applicable benefits with CSI for the same as more specifically described in the shedule will be considered for any liability under the Policy.

6. In the event of death of the Insured person due to accident as defined in the Policy outside his / her residence, the Company shall reimburse expense incurred for transportation of Insured person's dead body to place of residence subject to a maximum of 2% (Two percent) of CSI or Rs.2,500/- (Two thousand five hundred only) whichever is minimum. This also includes funeral expenses.
7. In addition the Company will pay for damage to the clothing of any Insured Person caused by accident as described above, subject to a limit of Rs.1000/- (One thousand only) any one person.
8. In the event of admissible claim, the Company shall also reimburse Ambulance charges necessarily incurred for transportation of the Insured person to the Hospital subject to a limit of Rs.1,000/- (One thousand only) any one person.

Interpretation

- i) **Insured Person** shall mean the Insured or any director or employee of the Insured aged between 18 years and 70 years permanently working with the Insured at office as stated in the Schedule.
- ii) **Temporary Total Disablement** will mean the period the insured is immobilised following accident and is totally disabled from engaging in any employment or occupation.
- iii) For the purpose of item 2 and 3 of Table of benefits, **physical separation** means separation at or above wrist and/or of the foot at or above ankle respectively.

Endorsement To Cover Medical Expenses

In consideration of the payment of an additional premium it is hereby agreed and declared that notwithstanding anything in the within written policy contained to the contrary, this insurance is extended to cover the medical expenses necessarily incurred and expended in connection with any accident as specified in the Policy, for which a claim is made by the Insured and admitted by the Company.

The Company shall reimburse to the Insured an amount upto but not exceeding forty percent of the compensation paid in settlement of a valid claim under this Policy or

10% of the relevant sum insured whichever is less. Further, it is a condition precedent to the payment of such medical expenses that the medical attendant's detailed account shall be submitted to and is approved by the Company.

PROVIDED ALWAYS THAT ;

1. This insurance shall not apply, in so far as it applies to a female to expenses incurred in respect of any condition arising from or traceable to any disease of the organs of generation, malignant disease of mammary gland, pregnancy, childbirth, abortion or miscarriage or any complications and/or sequel arising from the foregoing, unless otherwise provided hereafter.
2. The Company shall not be liable to make any payment under this Policy in respect of :-
 - i) Disease, Injury, Death or Disablement directly or indirectly due to War, Invasion, Act of Foreign Enemy Hostilities or Warlike Operations (whether war be declared or not) or Civil Commotion or Rebellion Military, Naval or Air Service or Breach of Law of Hunting, steeplechasing, Revolution, Insurrection, Mutiny, engaging in aviation other than as a passenger (fare paying or otherwise) in any licensed Standard Type of Aircraft.
 - ii) Circumcision or Strictures or Vaccination or Innoculation or change of life or beauty treatment of any description or dental or eye treatment or Intentional self injury or insanity or dissipation or Nervous Breakdown (which expression shall cover also general debility "run down" conditions and General "overhaul") or Venereal Disease or intemperance or the use of intoxicating drugs or liquors or any diseases, injury, death or disablement directly or indirectly due to any one or more of them.

Subject otherwise to the terms, exceptions, conditions and limitations of this policy.

Exclusions

Provided always that the Company shall not be liable under this section of policy for:

- E.11.1 Compensation under more than one of the foregoing benefits 1 to 5, in respect of the same period of disablement.
- E.11.2 Any payment in case of more than one claim under the policy during any one Period of Insurance by which the maximum liability of the Company in period would exceed the sum payable under Benefit (1) of this Section.
- E.11.3 Payment of compensation in respect of death, injury or disablement from intentional self injury, suicide or attempted suicide whilst under the influence or intoxicating liquor or drugs, whilst engaging in ballooning or Aviation, whilst mounting into, dismounting from or travelling in any Balloon or Aircraft other than as passenger (fare paying or otherwise) in any duly licensed standard type of Aircraft anywhere in the world.
- E.11.4 Directly or indirectly caused by venereal diseases or insanity.

- E.11.5 Death or disablement resulting directly or indirectly, caused by or contributed to or aggravated or prolonged by childbirth or pregnancy or in consequence thereof.
- E.11.6 Arising or resulting from the insured person committing any breach of law with criminal intent.

Section 12 Breakdown of Office Appliances

Cover

In the event of unforeseen and sudden damage by electrical or mechanical breakdown sustained during the currency of Policy to Office's electrical or mechanical appliances, apparatus, gadgets or any electrical or mechanical installation which are not older than 10 (Ten) years in age while contained in or fixed at office premises.

The Company will pay for the amount of such Damage or at its option repair, reinstate, replace or indemnify the Insured against such damage upto the amount(s) stated in the Schedule.

Interpretation

Breakdown shall mean the actual breaking or burning out of or the failure of any part of the appliances, installation specified in the Schedule occurring during normal use owing to any cause other than those excluded hereinafter, thereby causing stoppage of functions thereof and necessitating the repair or replacement of such parts before normal working can commence.

Special Provision

- I. **Sum Insured** : It is requirement of this Insurance that the Sum Insured shall be equal to the cost of replacement of the Insured property by the new property of the same kind and capacity which shall mean its replacement cost including freight, custom duties and other dues if any and erection cost.
- II. It is required that any property covered under this section has to be necessarily insured in Section 2 (contents).

Special Condition

If the Sum Insured is less than the amount to be insured as per special provision no.i) herein above, the Company will pay for the damage 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.

Amount payable

- I. In case where damage to an insured item can be 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 custom duties and other dues if any to the extent such expenses have been included in the Sum Insured.

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

If the cost of repairs equals or exceeds the actual value of the Insured item immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in ii) below:

II. In case of total loss claims, the Company will pay actual value of the item immediately before the occurrence of the damage including cost for ordinary freight, erection and custom duties if any provided such expenses have been included in Sum Insured. Such actual value to be calculated by deducting (Ten percent) depreciation per year from replacement value of item since date of manufacture. The maximum depreciation however shall not exceed (fifty percent) of the replacement value of the item in respect of which a total loss is admitted under the Policy.

Exclusions

The Company will not be liable for :-

- E.12.1 1%(One percent) of the Sum Insured in respect of each appliance covered separately or the sum of Rs.250/- (Two Hundred fifty) whichever higher of each and every damage in respect of which claim is admitted under the Policy.
- E.12.2 Damage to any insured item by perils which are insurable under other sections of the Policy.
- E.12.3 Damage for which the manufacturer or supplier of the property is responsible by law or contract or any amount recoverable under terms of Maintenance Agreement.
- E.12.4 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.
- E.12.5 Deterioration of or wearing away or wearout of any item caused by or naturally resulting from normal use of exposure.
- E.12.6 Damage caused by or arising out of wilful act or wilful gross negligence of Insured, his employee or director.
- E.12.7 Damage due to faults existing at the time of commencement of this insurance and not known to the Insured, employee, director, regardless of whether such faults or defects were known to the Company or not.
- E.12.8 Cost of transport to the repair shop and back to the Insured offices premises of any insured item arising out of damage to such item.

- E.12.9 Damage to any insured item occasioned by 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 13 Baggage

In the event of damage to Baggage due to accident or misfortune whilst on journey, anywhere in the world, the company will indemnify the insured person in respect of such damage upto the actual value at the time of happening of damage but not exceeding the Sum(s) stated in the Schedule in any period of insurance.

INTERPRETATION

Insured Person

Insured Person shall mean the Insured or any director or any employee of the Insured aged between 18 years and 70 years permanently working with the Insured at the office as stated in the Schedule.

Journey

It shall mean any trip undertaken in connection with official purpose outside the city, town or municipal limit of place where office is situated.

Baggage

It shall mean personal goods belonging to the insured person or goods for which he or she is responsible officially and such goods are necessary for his journey purpose and are being taken by him or her on journey or acquired by him/her during the journey.

Exclusions

The Company will not be liable for :

- E.13.1 First Rs.500/- (Five hundred only) in each and every damage.
- E.13.2 Damage due to confiscation or detention by custom or any other public authority.
- E.13.3 Damage not reported to Police within 24 hours of discovery and a written report obtained.
- E.13.4 Damage due to cracking, scratching or breakage of lens or glass whether part of any equipments or otherwise or of China marble, gramophone records and other articles of a brittle or fragile nature, unless such loss or damage arises from accident to vessel, train, vehicles or aircraft by which such property is conveyed.
- E.13.5 Damage caused by moth, mildew, vermin or any process of cleaning, dyeing, repairing or restoring to which the property is subjected.

- E.13.6 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, selfheating or leakage of electricity from whatever cause (lightning included).
- E.13.7 Theft from car except from car of fully enclosed saloon type having all the doors, windows and other openings securely locked and properly fastened.
- E.13.8 Damage whilst being conveyed by any carrier under contract of affreightment.
- E.13.9 Damage to money, securities, manuscripts, deeds bonds, bills of exchange, promissory notes, stock or share certificates, stamps, business books or documents, jewelry, watches, furs, precious metals, precious stones, gold and silver ornaments, travel tickets, cheques and bank drafts.
- E.13.10 Damage, destruction of or to articles of consumable nature.
- E.13.11 Loose articles such as sticks, straps, umbrellas, sunshades, fans, deck chairs, property in use on the voyage and/or journey or articles or clothes whilst being worn on the person or carried about.
- E.13.12 Damage or destruction caused by or arising from the leakage, spilling or exploding of liquids oils or materials of a like nature or articles of a dangerous or damaging nature.

Section 14 Liability

Cover

- i **Public Liability** : The Company will indemnify the Insured against all sums which the Insured shall become legally liable to pay.
- a) As compensation in respect of accidental death or injury to any person other than Insured person or Insured person's family.
- b) In respect of accidental damage to property caused by or through the fault or negligence of Insured person or of any member of the Insured's family or household permanently residing with him.

- ii **Workman Compensation** : The Company will indemnify the Insured against all sums which the Insured shall become legally liable to pay as compensation to his employees mentioned in the Schedule engaged in the Insured's office premises under Fatal Accident Act, 1855, Workmen's Compensation Act 1923 or any amendment thereto prior to the date of issue of this Policy or Common Law in respect of Death of or injury sustained during the currency of the Policy by employee arising out of and in course of his employment with the Insured in course of his employment with the Insured in the Business or Profession described in the Schedule.

Whilst caused during performance of any act in connection with Insured's Business or Profession during the currency of this Policy within India upto the limit of sums set in the Schedule for any one event and for all events during the Period of Insurance.

Interpretation

- i. **Injury** shall mean death, bodily injury, illness or disease of or to any person.
- ii. **Property** shall mean material property.
- iii. **Damage** means actual and/or physical damage to material property.
- iv. **Event** shall mean one occurrence or number of occurrences arising directly or indirectly from one source or original source.
- V. **Insured person** shall mean the insured or any director or employee of the insured each between 18 years and 70 years permanently working with insured at office as stated in the schedule.

Limits of Indemnity

The Company's liability in respect of the following shall not exceed :

- i. **Public Liability** :- The sum opted by insured which is described in the Schedule.
- ii. **Workmen's Compensation** :- As awarded under clause (ii) of cover.

In addition, the Company will also pay claimant's cost, fees, expenses and defence costs with its consent in defending any claim for such liability under the section 14.

Exclusion

The Company will not be liable:

A) In Public Liability Cover for :

E.14A.1 0.25 % of the limit of Indemnity for any one accident subject to a minimum of Rs.1000 (one thousand only).

- E.14A.2 Any compensation for death of or bodily injury to any member of insured person's family, partners, managerial staff, contractors, 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.
- E.14A.3 Liability assumed by agreement unless such liability would have attached to the Insured notwithstanding such agreement.
- E.14A.4 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 food or beverages sold or supplied by the Insured as a service to the employees or visitors for consumption in the office.
- E.14A.5 Accidents directly or indirectly caused by, traceable to or 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.
- E.14A.6 Liability arising out of loss of pure financial nature such as loss of goodwill loss of market etc.
- E.14A.7 a) Liability arising out of all personal 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, patents, trademark, registered design.
- E.14A.8 For fines, penalties, punitive or exemplary damage or any other resulting from the multiplication of compensatory damage.
- E.14A.9 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 thereon 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 effect.
- E.14A.10 Transportation of materials and/or hazardous/dangerous substances outside Insured's premises.
- E.14A.11 Damages arising out of alterations, additions, repairs or decorations to the office premises specified in the Schedule.

B) In Workman Compensation Cover :

- E.14B.1 For any interest and/or penalty imposed on the insured on account of failure to comply with the requirements laid down under Workman Compensation Act 1923, and subsequent amendments of the said Act.
- E.14B.2 The insured's liability to employees of contractors to the Insured.
- E.14B.3 Any employee who is not a workman within the meaning of the Law(s).
- E.14B.4 Any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
- E.14B.5 Any sum which the insured would have been entitled to recover from any party but for an agreement between the Insured and such party.

SECTION 15 Mediclaim Insurance

Cover

If the Insured person shall during the currency of the policy suffers from illness/disease or injury anywhere in India and in such an event the reasonable and necessary expenses incurred under the following heads will be reimbursed under Hospitalisation and Domiciliary Hospitalisation sections.

In the event of any claim admissible under this sections the Company will pay such expenses not exceeding the Sum Insured in aggregate in any one period of insurance stated in the schedule hereto.

- A) Room, Boarding Expenses as provided by the hospital/nursing home.
- B) Nursing Expenses.
- C) Surgeon, Anaesthetist, Medical Practitioner, Consultants, Specialists Fees.
- D) Anaesthesia, Blood, Oxygen, Operation Theatre Charges, Surgical Appliances, Medicines & Drugs, Diagnostic Materials and x-ray, Dialysis, Chemotherapy, Radiotherapy, Cost of Pacemaker, Artificial Limbs & Cost of Organs and similar expenses.

(N.B. Company's Liability in respect of all claims admitted during the period of Insurance shall not exceed the Sum Insured per person mentioned in the schedule.)

1 DEFINITIONS:

1.1 'HOSPITAL/NURSING HOME' means any institution in India established for indoor care and treatment of sickness and injuries and which

Either

- (a) has been registered either as a Hospital or Nursing Home with the local authorities and is under the supervision of a registered and qualified Medical Practitioner.

OR

- (b) should comply with minimum criteria as under :
- i) it should have atleast 15 in-patient beds.
 - ii) Fully equipped operation theater of its own wherever surgical operations are carried out.
 - iii) fully qualified Nursing Staff under its employment round the clock.
 - iv) fully qualified Doctor(s) should be in-charge round the clock.
- (N.B. * In Class 'C' town condition of number of beds be reduced to 10).**

1.1.1 The term 'Hospital/Nursing Home' shall not include an establishment which is a place of rest , a place for the aged, a place for drug-addicts or a place for alcoholics or a hotel or any similar place.

1.2 "Surgical Operation" means manual and/or operative procedures for correction of deformities and defects, repair of injuries, diagnosis and cure of diseases, relief of suffering and prolongation of life.

1.3 Expenses on Hospitalisation for minimum period of 24 hours are admissible. However, this time limit is not applied to specific treatments i.e., Dialysis, Chemotherapy Radiotherapy, Eye Surgery, Dental Surgery, Lithotripsy (Kidney stone removal), Tonsillectomy, D & C taken in the hospital/Nursing Home and the Insured is discharged on the same day, the treatment will be considered to be taken under Hospitalisation Benefit.

1.4 DOMICILIARY HOSPITALISATION BENEFIT means :

Medical treatment for a period exceeding three days for such illness/disease/injury which in the normal course would require care and treatment at a hospital/nursing home but actually taken whilst confined at home in India under any of the following circumstances namely:-

- I The condition of the patient is such that he/she cannot be removed to the hospital/nursing home or
- II The patient cannot be removed to hospital/nursing home for lack of accommodation therein.

Subject however that domiciliary hospitalisation benefits shall not cover:-

- I) expenses incurred for pre and post hospital treatment and
- II) expenses incurred for treatment for any of the following diseases

1. Asthma
2. Bronchitis
3. Chronic Nephritis and Nephritic Syndrome
4. Diarrhoea and all types of Dysenteries including Gastroenteritis
5. Diabetes Mellitus and Insipidus
6. Epilepsy
7. Hypertension
8. Influenza, Cough and Cold
9. All Psychiatric or Psychosomatic Disorders
10. Pyrexia of unknown Origin for less than 10 days
11. Tonsillitis and Upper Respiratory Tract Infection including Laryngitis and Pharyngitis
12. Arthritis, Gout and Rheumatism

Note : When treatment such as Dialysis, Chemotherapy, Radiotherapy etc. is taken in the Hospital/Nursing Home and the Insured is discharged on the same day, the treatment will be considered to be taken under Hospitalisation Benefit section.

Liability of the Company under this clause is restricted as stated in the schedule attached hereto.

2.0 ANY ONE ILLNESS

Any one illness will be deemed to mean continuous period of illness and it includes relapse within 45 days from the date of last consultation with the Hospital/Nursing Home where treatment may have been taken. Occurrence of same illness after a lapse of 45 days as stated above will be considered as fresh illness for the purpose of this policy.

2.1 PRE-HOSPITALISATION

Relevant medical expenses incurred during period **upto** 30 days prior to hospitalisation on disease/illness/injury sustained **will** be considered as part of claim mentioned under item 1.2 above.

2.2 POST-HOSPITALISATION

Relevant medical expenses incurred during period upto 60 days after Hospitalisation on disease/illness/injury sustained will be considered as part of claim as mentioned under item 1.2 above.

2.3 MEDICAL PRACTITIONER means a person who holds a degree/diploma of a recognised institution and is registered by Medical Council of respective State of India. The term Medical Practitioner would include Physician, Specialist and Surgeon.

2.4 QUALIFIED NURSE means a person who holds a certificate of a recognised Nursing Council and who is employed on recommendation of the attending Medical practitioner.

3. EXCLUSIONS:

- 3.0** The Company shall not be liable to make any payment under this policy in respect of any expenses whatsoever incurred by any Insured Person in connection with or in respect of :-
- 3.1** Such diseases which have been in existence at the time of proposing this insurance. Pre-existing condition means any injury which existed prior to the effective date of this insurance. Pre-existing condition also means any sickness or its symptoms which existed prior to the effective date of this insurance, whether or not the insured person had knowledge that the symptoms were relating to the sickness. Complications arising from pre-existing disease will be considered part of that pre-existing condition.
- 3.2** Any hospitalisation/domiciliary expenses incurred in the first 30 days from the commencement date of insurance cover except in case of injury arising out of accident.
- 3.3** During the first year of the operation of insurance cover, the expenses on treatment of diseases such as Cataract, Benign Prostatic Hypertrophy, Hysterectomy for Menorrhagia or Fibromyoma, Hernia, Hydrocele, Congenital Internal diseases, Fistula in anus, piles, Sinusitis and related disorders are not payable.
- 3.4** Injury or Disease directly or indirectly caused by or arising from or attributable to War, Invasion, Act of Foreign Enemy, Warlike operations (whether war be declared or not).
- 3.5** Circumcision unless necessary for treatment of a disease not excluded hereunder or as may be necessitated due to an accident, vaccination or inoculation or change of life or cosmetic or aesthetic treatment of any description, plastic surgery other than as may be necessitated due to an accident or as a part of any illness.
- 3.6** Cost of spectacles and contact lenses, hearing aids.
- 3.7** Any dental treatment or surgery which is a corrective cosmetic or aesthetic procedure, including wear and tear, unless arising from disease or injury and which requires hospitalisation for treatment.
- 3.8** Convalescence, general debility, "Run-down" condition or rest cure, congenital external disease or defects or anomalies, sterility, venereal disease, intentional self-injury and use of intoxicating drugs/alcohol.
- 3.9** All expenses arising out of any condition directly or indirectly caused to or associated with Human T-Cell Lymphotropic Virus type III (HTLB-III) or Lymphadenopathy Associated Virus (LAV) or the Mutants Derivative or Variations Deficiency Syndrome or any Syndrome or condition of a similar kind commonly referred to as AIDS.

- 3.10** Charges incurred at Hospital or Nursing Home primarily for diagnostic, x-ray or laboratory examinations not consistent with or incidental to the diagnosis and treatment of the positive existence or presence of any ailment, sickness or injury, for which confinement is required at a Hospital/Nursing Home.
- 3.11** Expenses on vitamins and tonics unless forming part of treatment for injury or disease as certified by the attending Physician.
- 3.11.1** Injury or Disease directly or indirectly caused by or contributed to by nuclear weapons/materials.
- 3.12** Treatment arising from or traceable to pregnancy childbirth, miscarriage, abortion or complications of any of this, including caesarian section.
- 3.13** Naturopathy treatment.

CONDITIONS :

1. Preliminary notice of claim with particulars relating to Policy Numbers, Name of insured person in respect of whom claim is made, Nature of illness/Injury and Name and Address of the attending medical practitioner/Hospital/Nursing Home should be given to the Insurance Company within seven days from the date of Hospitalisation/Injury/Death.
2. Final claim alongwith hospital receipted Bills/Cash memos, claim form and list of documents as listed in the claim form etc., should be submitted to the company within 30 days of discharge from the Hospital.

Note: Waiver of this Condition may be considered in extreme cases of hardship where it is proved to the satisfaction of the Company that under the circumstances in which the insured was placed it was not possible for him or any other person to give such notice or file claim within the prescribed time limit.

3. **PAYMENT OF CLAIM** -All claims under this policy shall be payable in Indian currency. All medical treatments for the purpose of this insurance will have to be taken in India only.