



THE NEW INDIA ASSURANCE CO. LTD.

(Regd. & Head Office : 87, M. G. Road, Fort, Mumbai - 400 001.)

SHOPKEEPER'S INSURANCE

WHEREAS THE INSURED name in the Schedule hereto has made to **THE NEW INDIA ASSURANCE CO. LTD.** (hereinafter called the "COMPANY") a Proposal and declaration which shall be the basis of this contract and be deemed to be incorporated herein for the insurance hereinafter contained and has paid or agreed to pay the premium stated herein.

THE COMPANY HEREBY AGREES subject to the terms and conditions contained herein or endorsed or otherwise expressed hereon that if the Insured shall sustain LOSS or DAMAGE or INCUR LIABILITY or the Insured or the parties directors or managerial staff or employee of the insured permanently working with the insured shall sustain BODILY INJURY as described herein at any time during the period of insurance stated herein or any subsequent period in respect of which the Insured shall have paid or agreed to pay and the Company shall have accepted or agreed to accept the premium required for the renewal thereof, the Company will pay to the Insured the value, at the time of happening of such loss, of the property so lost or the amount of such damage or the amount of liability incurred or the benefits specified herein as the case may be, but not exceeding in any one period of insurance in respect of each of the several items specified herein the sum set opposite thereto respectively.

GENERAL CONDITIONS

1. **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.
2. **Misdescription** : This policy shall be void and all Premium paid hereon shall be forfeited to the Company in the event of misrepresentation, misdescription or non-disclosure of any material information.
3. **Reasonable care** : The Insured shall take all reasonable steps to safeguard the property insured against any loss or damage. The Insured shall exercise reasonable care that only competent employees are employed and shall take all reasonable precautions to prevent all accidents and shall comply with all statutory or other regulations.
4. **Cancellation** : The Company may at any time by seven days notice in writing cancel this policy, in which case the Company shall return to the Insured a proportion of the last premium corresponding to the unexpired period of Insurance. 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 the short period scale of rates as per Fire Tariff.
5. **Claims Procedure** :
 - (i) The Insured shall upon the occurrence of any event giving rise or likely to give rise to a claim under this policy :-
 - (a) in the event of theft lodge forthwith a complaint with the Police and take all practicable steps to apprehend the guilty person or persons and to recover the property lost.

- (b) give immediate notice thereof to the Company and shall within Fourteen (14) days hereafter furnish to the Company at his own expenses detailed particulars of the amount of the loss or damage together with such explanations and evidence to substantiate the claim as the Company may reasonably require.
- (ii) If the Insured or any partner, director or member of the managerial staff or employee of the insured sustain any bodily injury in respect of which a claim is or may be made hereunder, prompt written notice thereof shall be given to the Company as soon as possible but in any event within Fourteen days of the date of injury. If the Insured or any partner, director or member of the managerial staff or employees of the Insured shall die, notice of death shall be given by the legal representatives forthwith. All certificates, information and evidence whether from a Medical Attendant or otherwise required by the Company shall be furnished at the expenses of the insured or his legal representative 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 obtained medical treatment, failing which the Company will not be liable for any consequence thereof.
- (iii) The Insured shall upon the occurrence of any event giving rise or likely to give rise to a claim under the Policy give immediate notice thereof to the Company and shall forward to the Company forthwith every written notice or information of any verbal notice of claim and shall send to the Company any writ, summons or other legal process issued or commenced against the Insured and shall give all necessary information and assistance to enable the Company to settle or resist any claim or to institute proceedings. The insured shall not incur any expenses in making good any claim without the written consent of the Company and shall not negotiate, pay, settle, admit or repudiate any claim without such consent.

6. **Contribution** : If at the time of loss or damage happening to any property hereby insured there be any other subsisting insurance or insurances whether effected by the insured or by any person or persons covering the same property, this Company shall not be liable to pay or contribute more than its ratable proportion of such loss or damage.
7. **Fraud** : If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or device are used by the insured or any one acting on the Insured's behalf to obtain any benefit under this policy, all benefits under the Policy shall be forfeited.
8. **Indemnity** : The Company may at its option, reinstate, replace or repair the property or premises lost or damaged or any part thereof instead of paying the amount of loss or damaged or may join with any other insurer in so doing but the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of occurrence of such loss or damage or more than the Sum Insured by the Company thereon.
9. **Average** : (Applicable to Section Nos. II, IV, V, VI) If the property hereby insured shall at the time of any loss or damage be collectively of greater value than the sum insured thereon then the insured shall be considered as being his own Insurer for the difference and shall bear a ratable proportion of the loss or damage accordingly. Every item, if more than one of the Policy shall be separately subject to this condition.
10. **Arbitration and Disclaimer** : 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 a sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

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

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

It is also hereby expressly agreed and declared that if the Company shall disclaim liability to the Insured for any claim hereunder, and such claim shall not, within 12 calendar months from the date of such disclaimer have been made the subject matter of a suit in a Court of Law, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

11. Observation of Terms and Conditions :- The due observance and fulfillment of the terms, conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured shall be a condition precedent to any liability of the Company to make any payment under this Policy.

Definition : The term **Burglary and/or Housebreaking** shall mean theft involving entry into or exit from the insured premises by forcible and violent means or theft following assault or violence or threat thereof to the insured or any employee of the insured or member of the Insured's family.

GENERAL EXCEPTIONS

The Company shall not be liable in respect of :-

1. Loss, damage, liability or expenses, whether direct or indirect occasioned by happening through or arising from any consequences of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion revolution, insurrection military or usurped power or civil commotion or loot or pillage in connection therewith.
2. Loss or damage caused by depreciation or wear and tear.
3. Consequential loss of any kind or description.
4. (a) loss, destruction of or damage to any property whatsoever or any loss or expenses 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 contamination by radio activity from any nuclear weapons material.
5. Loss or damage caused by Terrorism and Sabotage risks .

SECTION I - BUILDING AND CONTENTS (Excluding Money and Valuables)

The Company will indemnify the Insured in respect of loss of or damage to the Contents/Buildings whilst contained in the insured premises by :-

I. Fire

Excluding destruction or damage caused to the property by

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

II. Lightning

III. Explosion / Implosion

Excluding destruction or damage caused to the boilers (other than domestic boilers), economisers or other vessels in which steam is generated, machinery or apparatus subject to centrifugal force by its own explosion/implosion.

IV. Aircraft Damage

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 or the retarding or interruption or cessation of any process or operations or omissions of any kind.
- b) permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or 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.

If the Company alleges that the loss/damage is not caused by any malicious act, the burden of proving the contrary shall be upon the insured.

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

VII. Impact Damage

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

Destruction or damage 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 groundworks 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 destruction or damage caused by Forest Fire.

XIII. Earthquake (Including loss or damage by fire)

COMPULSORY DEDUCTABLE (EXCESS)

- a) The first 5% of each & every claim subject to a minimum of Rs. 10,000/- & maximum of Rs. 25,000/- in respect of each & every loss arising out of "Act of God Perils" such as lightning STFI, Earthquake, Subsidence & Landslide & Rockslide covered under the policy.
- b) The first Rs. 10,000/- for each & every loss arising out of other perils in respect of which insured is indemnified by this policy.

SPECIAL EXCEPTIONS

The Company shall not be liable in respect of :

- a) loss or damage to livestock, motor vehicles and pedal cycles
- b) loss of or damage to money, securities, stamps, bullion, deeds, bonds, bills of exchange, promissory notes and shares certificates, business books manuscripts documents of any kind, unset precious stones and jewellery and valuables.
- c) Terrorism Damage as per exclusions warranty unless same is covered as per Terrorism Damage cover endorsement by payment of extra premium.

SPECIAL CONDITION OF AVERAGE

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

**SECTION II - BURGLARY AND HOUSEBRAKING - CONTENTS
(Excluding Money & Valuable)**

The Company will indemnify the Insured in respect of loss or damage to the contents whilst contained in the insured premises by Burglary and/or Housebreaking.

SPECIAL EXCEPTIONS

The Company shall not be liable in respect of :

- i) loss or damage by Burglary and/or Housebreaking where any employees of the insured or member in the insured's family is concerned as principal or accessory.

- ii) loss of or damage to livestock, motor vehicles and pedal cycles.
- ii) loss of or damage to money, securities, for money, stamps, bullion, deeds, bonds, bills of exchange, promissory notes, stock and share certificates, business books, manuscripts, documents of any kind, unset precious stones and jewellery and valuable, unless specifically declared.

SECTION III - MONEY INSURANCE

The Company will indemnify the Insured in respect of

- a) loss by accident of misfortune whilst the insured money is in his hands or in the hands of his employees in transit between any two places within a radius of fifteen miles from the insured premises.
- b) loss of or damage to money and/or valuable by Burglary and/or Housebreaking whilst contained in safe burglar resisting or otherwise steel cupboards/cash box and/or such other places under lock and key.
- c) loss of money whilst lying in this cashier's till and/or counter in this Insured's premises during business hours consequent on or following assault and/or violence against the Insured or any employee of the Insured or any threat thereof, Burglary and/or Housebreaking provided always that such money are in the custody of a responsible employee entrusted with the work of handling cash.

Provided always that :

- 1. "In no event the Company shall be liable for any loss failing under Section III(a) of the policy, which is not discovered within a period of 2 days from its occurrence and not notified forthwith to the Company in writing."
- 2. "A complete account of Cash in safe, steel cupboards, cash box and/or other places under lock and key shall be kept secured in some places other than the place where the money covered is kept and the liability of the Company shall be limited to the account actually shown by such records not exceeding the amount stated in the schedule under this Section."

SPECIAL EXCEPTION

The Company shall not be liable in respect of :

- (a) loss of money where any employee of the insured or member of he insured's family is concerned as principal or accessory or arising out of or attributable to act of fraud or dishonesty committed by one or more of the employees carrying the money.
- (b) shortage due to error or omission.
- (c) loss of money abstracted from safe following the use of the key to the said safe or any duplicate thereof belonging to the insured unless such key has been obtained by assault or violence or any threat.

SECTION IV - PEDAL CYCLES

- A) The Company will indemnify the Insured in respect of loss of or damage to the Pedal Cycles belonging to the Insured by :-
 - a) Fire, Lightning or External Explosion.
 - b) Riot, Strike or Malicious Act.
 - c) Earthquake, Fire and/or Shock.
 - d) Flood, Inundation, Storm, Tempest, Typhoon, Hurrincance, Tornado or Cyclone.

- e) Burglary and/or Housebreaking or Theft.
- f) Accidental external means.

Provided that the liability of the Company in respect of loss or damage to any one Vehicle in any one period of Insurance will not exceed the sum insured set against such Vehicle in the Schedule.

- B) The Company will indemnify the insured in respect of all sums which the Insured shall become legally liable to pay as compensation and litigation expenses incurred by the the insured with the Company's written consent for accidental death of or bodily injury to any person other than a member of the Insured's family or a person in the insured's service or being conveyed on such Cycle and/or accidental damage to property not belonging to or in the custody or control of the Insured or any member of the Insured's family or in the custody or control of the Insured or any member of the Insured's family or being conveyed on such Cycle in the event of accident caused by or happening through or in connection with any Pedal Cycle Insured hereunder, provided that the liability of the Company in respect of such compensation and litigation expenses in any one period of Insurance is limited to Rs. 10,000/- (Rupees Ten Thousand only).

SPECIAL EXCEPTIONS

The Company shall not be liable in respect of :

- i) any accident, loss, damage or liability caused by or through or in connection with Pedal Cycle whilst it is being used for hire or reward or outside India.
- ii) damage caused by overloading, strain or mechanical breakdown.
- iii) loss of or damage to accessories by theft unless the Pedal Cycle is stolen at the same time.
- iv) loss, damage or liability occurring whilst being used for racing or pacemaking.
- v) the first Rs.10/- of each and every loss arising under Sub-section (A) hereof. If however the loss or damage exceeds Rs.10/- the company is liable to pay in full for such loss or damage.

SPECIAL CONDITIONS

The pedal Cycle should be locked when left unattended.

SECTION V - PLATE GLASS

The Company will indemnify the insured in respect of loss of or damage to fixed plate glass in the insured premises by accidental breakage provided that the liability of the Company in respect of any loss one loss or all losses on any one period of insurance is limited to the sum set against in the Schedule.

SPECIAL EXCEPTIONS

The Company shall not be liable in respect of :-

- i) breakage or damage during removal, alterations and/or repairs on or about the Insured premises.
- ii) breakage of lettering unaccompanied by breakage or damage of glass.
- iii) breakage of or damage to frame or frames or framework of any description unless specifically declared.
- iv) disfiguration or scratching or damage of glass other than fracture extending through the entire thickness of glass.
- v) embossed, silvered, lettered, ornamental curved or any glass whatsoever other than glass which is plain and or ordinary glazing quality, unless the same be specifically declared.

- vi) breakage of glass not completely and securely fixed.
- vii) loss or damage consequent upon interruption or delay of business or other loss, damage or injury arising from breakage of glass or during replacement thereof.

SECTION VI - NEON SIGN/GLOW SIGN

The Company will indemnify the Insured in respect of loss or damage to Neon Sign/Glow Sign belonging to the Insured by :-

- a) Accidental external means
- b) Fire, Lightning or External Explosion or theft
- c) Riot, Strike or Malicious Act,
- d) Flood, Inundation, storm, tempest, typhoon hurricane, tomado, cyclone.

Provided that the liability of the Company in respect of any one loss or all losses in any one period in insurance is limited to the sum set against in the Schedule.

SPECIAL EXCEPTIONS

The fusing or burning out of any Bulbs and/or Tubes arising from short-circuiting or arcing or any other mechanical or electrical breakdown or faults.

SECTION VII – BAGGAGE

The Company will indemnify the insured in respect of :-

- i) baggage in connection with the trade accompanying the Insured, and/or employees.
- ii) personal baggage of Insured and/or properties and/or partners accompanying them anywhere in India lost, destroyed or damaged by accident or misfortune.

Provided that the liability of the Company in respect of property so lost, destroyed or damaged shall limited to its actual value at the time of happening of such loss but not exceeding in any one period of insurance the sum set opposite thereto in the Schedule.

The Company shall not be liable in respect of :

- a) loss or damage due to cracking, scratching or breakage of lens or glass whether part of any equipment or otherwise or to china marble, gramophone records and other articles of brittle or fragile nature unless such loss or damage arises from accident to railway train or ship or aircraft or vehicle by which such property is being conveyed.
- b) loss or damage caused by moth, mildew, vermin or any process of cleaning, dyeing, repairing or restoring to which the property is subjected.
- c) loss of or damage to any electrical or electronic machine, apparatus, fixtures or fittings (including electrical fans, electric household or domestic appliances, wireless sets radio, tape recorders, television sets and the like) or to any portion of electrical installation arising from or occasioned by overrunning, excessive pressure short-circuiting, arcing, self-heating or leakage of electricity from whatever cause (lightning included)
- d) loss or damage caused by mechanical derangement or over winding of watches and clocks.
- e) theft from car except from car of fully enclosed saloon type having all the doors windows and other openings securely locked and properly fastened.
- f) loss or damage whilst being conveyed by any carrier under contract of affreightment.
- g) loss of or damage to money, securities, manuscripts, deeds, bonds, bills of exchange, promissory notes, stock or share certificates, stamp, business books or documents, jewellery,

watches, furs, precious metals, precious stones, gold and silver ornaments, travel tickets, cheques and bank drafts.

- h) loss of or damage to articles which did not form part of the contents of any of the packages when the journey commenced, unless specifically declared and accepted by the Company.
- i) loss, destruction of or damage to articles of consumable nature.
- j) 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.
- k) loss destruction or damage caused by or arising from the leakage spilling or exploding of liquids ,oils or material of like nature or articles of a dangerous or damaging nature

SPECIAL CONDITION

1. Where any item insured hereunder consists of articles in pair or set, the Company's liability in respect thereof shall not exceed the value of any particular part of parts which may be lost or damaged without reference to any special value which such article or articles may have a part of such pair or set nor than a proportionate part of the insured value of the pair or set.

SECTION VIII - PERSONAL ACCIDENT

If at any time during the currency of this Policy, the Insured person between the age of 5 and 70 years & as named in the Schedule shall sustain any bodily injury resulting solely and directly from accident caused by external violent and visible means, then the Company shall pay to the Insured or his legal personal representative(s), as the case may be, the sum or sums hereinafter set, forth, that is to say :

- (a) If such injury shall within Twelve calendar months of its occurrence be the sole and direct cause of the death of the Insured, the Capital Sum Insured stated in the Schedule hereto.
- (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 one entire hand or one entire foot, the Capital Sum Insured stated in the Schedule hereto
 - ii) Use of two hands or two feet, or of one hand or 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.
- 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
 - 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.

Note For the purpose of Clause (b) and Clause (c) above, physical separation of a hand means separation at or above the wrist and of the foot 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 any employment or occupation of any description whatsoever, then a lump sum equal to hundred percent (100%) of the Capital Sum Insured.
- e) In such injury shall within twelve calendar months of its occurrence be the sole and direct cause of the total and/or partial and irrecoverable loss of use or of the actual loss by physical separation of the following, then the percentage of the Capital Sum Insured as indicated below shall be payable :

Percentage of Capital Sum Insured

i) Loss of toes	- all	20
Great	- both phalanges	5
Great	- one phalanx	2
Other than great, if more than	one toe lost each	1
ii) Loss of hearing	- both ears	75
iii) Loss of hearing	- one ear	30
iv) Loss of four fingers & thumb of one hand		40
v) Loss of four fingers		35
vi) Loss of thumb	- both phalanges	25
	one phalanx	10
vii) Loss of thumb	- three phalanges or two phalanges or one phalanx	10
viii) Loss of middle finger-	three phalanges or two phalanges or one phalanx	6
ix) Loss of ring finger	- three phalanges or two phalanges or one phalanx	5
x) Loss of little finger	- three phalanges or two phalanges or one phalanx	4
xi) Loss of metacarpals	- first or second (additional) or third, fourth or fifth (additional)	3
xii) Any other permanent partial disablement		% 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 policies. 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.

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.

Special Free Benefit

CARRIAGE OF DEAD BODY : It is hereby agreed that in the event of the death of the Insured person due to accident as defined in the Policy outside his/her residence, the Company shall pay in addition to the amounts payable under Sub-Clause (a) for transportation of Insured person's Dead Body to the place of residence a lump sum of 2% of Capital Sum Insured or Rs. 2,500/- whichever is less.

EXCEPTIONS

PROVIDED ALWAYS THAT :

The Company shall not be liable under this Policy for :

1. Compensation under more than one of the foregoing Sub-Clauses in respect of the same period of disablement.
2. Any other payment after a claim under one of the Sub-Clauses (a), (b), or (d) has been admitted and become payable. This would not apply to payments made under medical expenses extension, education grant and expenses for carriage of dead body.
3. 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 that period would exceed the sum payable under sub-clause (a) of this Policy. This would not apply to payments made under medical expenses extension, education grant and expenses for carriage of dead body.
4. Payment of weekly compensation until the total amount shall have been ascertained and agreed.
5. Payment of compensation in respect of Death, injury or Disablement of the Insured (a) from intentional self-injury, suicide or attempted suicide, (b) whilst under the influence of intoxicating liquor or drugs (c) whilst engaging in Aviation or Ballooning whilst mounting into, dismounting from or travelling in any balloon or aircraft other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world, (d) directly or indirectly caused by venereal diseases, aids or insanity, (e) arising or resulting from the Insured committing any breach of law with criminal intent.

Standard type of Aircraft means any aircraft duly licensed to carry passengers (for hire or otherwise) by appropriate authority irrespective of whether such an aircraft is privately owned OR chartered OR operated by a regular airline OR whether such an aircraft has a single engine or multi engine.

6. Payment of compensation in respect of Death, Injury or Disablement of the Insured due to or arising out of or directly or indirectly connected with or traceable to : war, Invasion, Act of foreign enemy, Hostilities (whether war be declared or not), Civil War, Rebellion, Revolution, Insurrection, Mutiny, Military or Usurped Power Seizure, Capture, Arrests, Restraints and Detainment of all kings, princes and people of whatsoever nation condition or quality.
7. Payment of Compensation in respect of death of, or bodily injury or any disease or illness to the Insured -
 - (a) directly or indirectly caused by or contributed to by or arising from Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception, combustion shall include any self-sustaining process of nuclear fission.
 - (b) directly or indirectly caused by or contributed to by or arising from nuclear weapon material.

Provided also that the due observance and fulfillment of the terms and conditions of this Policy (which conditions and all endorsements hereon are to be read as part of this Policy) shall so far as they relate to any thing to be done or not to be done by the Insured be a condition precedent to any liability of the Company under this Policy.

8. **Pregnancy Exclusion Clause** : The Insurance under this Policy shall not extend to cover death or disablement resulting directly or indirectly caused by contributed to or aggravated or prolonged by child birth or from pregnancy or in consequence thereof.

CUMULATIVE BONUS

Compensation payable under clauses (a), (b), (c) and (d) of the Policy viz. death, loss of limb(s) or sight and Permanent Total Disablement arising out of accidental injuries shall be increased by 5% thereof in respect of each completed year, during which the policy shall have been in force, prior to the occurrence of an accident for which capital sum becomes payable but amount of such increase shall not exceed 50% of the Capital Sum Insured stated in the Schedule herein. This cumulative bonus is applicable to CSI which is renewed continuously.

This clause shall not in any way alter the annual character of the Insurance not the right of the Company to decline to renew or to cancel this Policy as hereinafter provided.

The earned cumulative Bonus will not be lost if the Policy is renewed within 30 days after its expiring.

SECTION IX - FIDELITY GUARANTEE

If the Insured shall sustain direct pecuniary loss caused by act of fraud or dishonesty committed by any salaried person employed by the Insured in the Insured premises, the Company will indemnify the Insured in respect of such loss provided that :

- a) the loss shall have occurred in connection with his occupation and duties during the uninterrupted continuance of this employed and be discovered within six months after this Policy shall have ceased to exist, whichever of these event shall happen first; and
- b) the liability of the Company in respect of any one person or all persons so employed and in respect of all losses in any one period of insurance is limited to the sum set opposite in the Schedule.

SPECIAL CONDITIONS

1. In the event of loss or damage the Insured shall at once give notice to the Police and take all practicable steps for discovering and punishing the guilty persons and for tracing and recovering the property lost and shall be bound to satisfy the Company that the loss claimed for has actually arisen from one of the causes insured against.
2. The Company shall not be called upon to pay more than one claim in respect of the acts of defaults of any of the employees and then only in respect of acts and defaults committed since the date of commencement of risk mentioned in the Schedule hereto for such employee. Provided always and it is hereby declared that the Company shall not be liable for any act of default of such employee done or omitted to be done after the discovery by the insured on the part of such employees. All sums payable hereunder shall be payable at the Company's office and no sum payable under this Policy shall carry interest and the Company shall cease to be liable for any such sums unless claimed within one year after the same become due.
3. The Insured shall if and when required by the Company but at the expenses of the Company if a conviction be obtained use all diligence in prosecuting any of the employee to conviction for any act which such employee shall have committed and consequence of which a claim shall have been made under this Policy and shall at the Company's expense give all information and assistance to enable the Company to use for and obtain reimbursement by any such employed by reason of whose act of defaults a claim has been made or by the estate of such employed of any moneys which the Company shall have become liable to pay in respect thereof.
4. Provided also that an amount equal to any salary or commission which but for the acts of defaults on which the claim shall be founded would have become payable by the Insured to the employed in respect of which a claim is made hereunder or any other money which shall be due to such employed from the Insured shall be deducted from the amount payable under this Policy and that all moneys, estate and effects of such employed in hands of or received or possessed by the Insured and all sums which may be or may prior to the settlement of the claim become due from the Insured to the employed and also all moneys or effects which shall come into the possession or power of the insured for or on account of such employed after discovery of any act on the part of such employed.

SECTION X - PUBLIC LIABILITY

The Company will indemnify the Insured in respect of sums which the Insured shall become legally liable to pay (subject to the sum set in the Schedule).

- a) As compensation and litigation expenses incurred by the Insured with the Company's written consent in respect of accidental death of or bodily injury to any person other than a person under the Insured's service and/or accidental damage to property caused by or through the fault or negligence of the Insured or of any member of the Insured's family or household permanently residing with him whilst caused during the performance of any act in connection with the Insured's business but not exceeding in all for compensation and litigation expenses upto the limit of Rs. 50,000/- (Rupees Fifty Thousand only) for any one accident or a series of accidents arising from any one event and for all accidents during any one period of insurance.
- b) As compensation to his employees engaged in the Insured premises under the Fatal Accidents Act, 1855, Workmen's Compensation Act, 1923 or any amendment thereto or common Law in respect of death of or bodily injury to such employees arising out of and in the course of employment.

SPECIAL EXCEPTION

The Company shall not be liable in respect of :

- i) any compensation for death of or bodily injury to any member of the Insured's family, partners, directors, managerial staff, contractor's employees or damage to property belonging to or in the custody or the control of the Insured or any member of the Insured's family, partners, directors, managerial staff, and contractor's employees.
- ii) liability assumed by the Insured by agreement unless such liability would have attached to the Insured notwithstanding such agreement.
- iii) accident directly or indirectly caused by traceable to or arising out of the ownership, possession or the custody by or on behalf of the Insured of animals, vehicle, aircraft, ship, boats or craft of any kind.

SECTION XI - LOSS OF PROFITS

This memorandum covers losses arising out of Business Interruption of the Insured as a direct result of operation of perils covered under Section 1-Building/Contents /Excluding Money & Valuables) of the policy and is subject to admissibility of claim under Section 1.

The amount payable shall be the sum produced by applying to the Sum Insured under Section I-B OR Actual value of operating equipments, stocks and all other contents at the time of loss whichever is lower.

The ratio of number of full working days lost as result of operation of Insured peril to the total number of working days during the period of next 12 months (365 days) commencing from the date of interruption (Date of operation of the peril).

It is hereby declared and agreed that notwithstanding anything to the contrary mentioned in this policy, the insurance granted under the policy is extended to cover losses arising out of interruption of Business of the Insured as a direct result of operation of the peril covered under Section I subject to admissibility of claim under Section I and further subject to following terms and conditions.

1. a) "Business Interruption" shall mean - the cessation of the normal commercial activity in which the insured is usually engaged on account of the operation of the perils insured under Section I of this policy;
- b) "Indemnity Period" shall mean - the duration for which the Insured has not been able to resume his usual business activity arising out of operation of the perils insured under Section No. I but in no case shall this extend for a period greater than 365 days counted from the midnight of the date of loss;

2. it is further declared and agreed that if during indemnity period, any goods be sold elsewhere by the Insured or by other on his behalf, the amount equivalent 35% of such sales shall be brought into a whilst computing the Company's Liability under this extension.
3. It is further declared and agreed that Business interruption loss will also be payable in the event of such interruption being occasioned by the direct operation of the perils insured under Section 1 of the policy in relation to building in which the Insured carried out his business activity but in which the insured has no insurable interest.
4. The insurer shall not be liable for interruption losses consequential upon material damage to :-
 - (a) Securities, obligations or documents of any kind, stamps, coins or paper-money, cheques, Books of Account or other business books, computer system records.
 - (b) Manuscripts, plans, drawings or designs, patterns, models moulds.
5. Insurer shall not be liable in so far as the Interruption Loss will be increased
 - (a) by restrictions imposed by public authorities on the reconstruction or operation of the business
 - (b) Due to insured's lack of sufficient capital for timely restoration or replacement of property, destroyed, damaged or lost.
6. The Insurance by this policy shall cease if :
 - (a) the business be wound up or carried on by a Liquidator or Receiver or permanently discontinued or,
 - (b) the Insured's interest ceases otherwise than by death, or
 - (c) any alteration is made either in the business or in the premises or property therein whereby the risk of the underwriter is increased, at any time after the commencement of this insurance, unless its continuance is admitted by memorandum signed by or on behalf of the Company.
7. On the happening of any occurrence in consequence of which a claim is or may be made under this Policy, the Insured shall :-
 - (a) forthwith give notice thereof to the Company.
 - (b) with due diligence do and concur in doing and permit to be done all things which may be reasonably practicable to minimise or check any interruption of or interference with the business or to avoid or diminish the loss.
 - (c) not later than thirty days after the expiry of the period of indemnify or within such further time as the Company may in writing allow, at his own expense deliver to the Company in writing a statement setting forth particulars of his claim together with details of all other parts of it or consequential loss of any kind resulting therefrom.
 - (d) at his own expenses produce or produce and give to the Company such documents proofs, information, explanation and other evidence as may reasonably be required by or on behalf of the Company for the purpose of investigating or verifying the claim together with declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

No claim under this policy shall be payable unless the terms of this condition have been complied with an in the event of non-compliance therewith in any respect, any payment on account of the claim already made shall be repaid to the Company forthwith.

N.B: In the event of dishonour of premium cheque policy automatically stands cancelled as from inception.