Digit Jewellers Secure Policy (Commercial)

UIN: IRDAN158CP0008V01202122

Policy Wording

This is for IRDAI Information Only

"The Company intends to use the contents dynamically based on the Sections offered to the customer, e.g. If the Insured Person doesn't opt for Section- "Sign Board", then wording, terms and conditions related to this Specific Section will not be shown on the Policy Wordings & Policy Schedule. Similarly, general exclusions or general conditions which might not be applicable for Sections chosen by customer will not be shown. Idea of doing this is to make policy wording more apt and concise to customer need and provide relevant information to customer.

While you're reading this policy, if you get confused or have a query, or you are referring to this policy because you have a claim to make, please call us at 1800-258-5956 or mail us at hello@godigit.com

This Policy Wordings provides detailed terms, conditions and exclusions for all Sections available under this product. **Kindly refer to the Policy Schedule/Certificate of Insurance to know exact details of Sections opted by You**. Only Wordings, Terms and Conditions related to Sections mentioned in Your Policy Schedule/Certificate of Insurance are applicable. If the Section(s) and respective Sum Insured/Limits are not mentioned in the Policy Schedule/Certificate of Insurance means the same is/are not opted by You.

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1. PREAMBLE

WHEREAS the Insured described in the Policy Schedule hereto (hereinafter called the "Insured") by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to Go Digit General Insurance Ltd (hereinafter called the Company) for the insurance hereinafter contained and has paid premium as consideration for such insurance during the period stated in the Policy Schedule or during any further period for which the Company may accept payment for the renewal or extension of this Policy.
The liability of the Company in any one period of insurance shall in no case exceed the Sum Insured or limit as specified against each of the item specified in the Policy Schedule.

2. DEFINITION:

For the purpose of this policy the following definitions will apply
[Section specific definition (if any) will be provided under the respective sections, which will apply to that respective section]:

1. **Accident** or **Accidental** means a sudden, unintended, fortuitous visible and external event.
2. **Angadia** is a word from Hindi language which means Courier in Hindi. These people transfer money or transfer other valuables.
3. **Bodily Injury** means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent, visible, and evident means which is verified and certified by a Medical Practitioner.
4. **Burglary** means theft involving unforeseen and unauthorized entry into or exit from Your Premises by forcible, violent and detectable means or following assault or violence or threat thereof with the intent to steal contents/property therefrom.
5. **Business** means the business of the Insured specified in the Policy Schedule.
6. **Close Personal Custody and Control** shall mean that the Property Insured shall be held by, or attached to, or within sight and not more than arm's length reach of the designated individual at all times whilst in transit.
7. **Contents** means Business and trade furniture, fixtures, fittings including electrical installations, safes of insured premises, office machinery and electrical and mechanical appliances, tools and instruments for business, interior decorations, improvements, landlords' fixtures and fittings, Chandeliers, and any other similar item.
8. **Cost** means landed cost that includes all direct cost plus all kinds of labour charges plus all related incidental expenses plus applicable taxes and levies.
9. **Employee** means one or more of the Insured's officers, clerks, Helper or Housekeeping Staff, and other employees while employed by the Insured. One or more persons provided by an employment contract or to perform employee duties for the Insured under the Insured's supervision but shall not include persons or persons within a category of employees whose employment is of a casual nature and/or who are employed other than for the purposes of the Business.
10. **Employee Sum Insured** means the amount specified in the Policy Schedule against the name of an Employee, which, subject to the Limit of Indemnity, shall be the Company's maximum liability for any and all claims in respect of that Employee.
11. **Deductible** means the amount stated in the Policy Schedule, which shall be borne by the Insured in respect of each and every Claim made under this Policy. The Company's liability to make any payment under the Policy is in excess of the Deductible.
12. **External Data Media** means the items as specified in the Policy Schedule which are fixed at or located in the Insured Premises and which are used solely in the course of the Business.
13. **Family/Family Members** means Insured's spouse, children, parents and/ or other relatives normally living with the Insured at the Insured's residence.
14. **Frames and Framework** shall mean a structure, the immediate purpose of which is the enclosure or support of Plate Glass.
15. **Geographical Limits** means Indian territory, unless otherwise specified in policy schedule.
16. **Home** means the private dwelling used for domestic purposes within the boundaries of the land belonging to it.

17. **Limit of Indemnity** means the amount stated in the Policy Schedule, which shall be the Company's maximum liability under this Policy.
18. **Insured** means the person or organization named in the Policy Schedule.
19. **Insured Premises** means the premises named in the Policy Schedule from which the Insured operates his Business.
20. **Market Value for Jewellery** means the value which can be realized from the market for such insured property immediately before the occurrence of loss on the date of loss.
21. **Market Value for Contents** means cost of Replacement Value of the insured items as new at the time of damage less due allowance for betterment, wear, and tear and or depreciation or the value which can be realized from the market for such insured item immediately before occurrence of damage whichever is lower.
22. **Money** means cash, current coins, bank drafts, currency notes, treasury or Promissory notes, cheques, postal order, money order or current postage stamps (to be utilized for Business) belonging to the Insured**.**
23. **Policy** means the proposal, the Policy Schedule, the Policy document and any endorsements attaching to or forming part thereof either on the effective date or during the Policy Period.
24. **Policy Period** means the period commencing from effective date and hour as shown in the Policy Schedule and till the midnight on the expiry date as shown in the Policy Schedule.
25. **Period of Insurance** means the period between the Retroactive Date and the expiry date specified in the Policy Schedule and, if no Retroactive Date is specified, then the Policy Period.
26. **Plate Glass** means the glass described in the Policy Schedule.
27. **Retroactive Date** means the date shown as Retroactive Date in the Policy Schedule. The policy will only cover accidents that have occurred after the Retroactive Date.
28. **Robbery** means (i) in order to the committing of the theft at the insured premises, or in committing the theft at the insured premises, or in carrying away or attempting to carry away property obtained by the theft from the insured premises, the offender, for that end, voluntarily causes or attempts to cause to the Insured and/or Insured's family members, death or hurt or wrongful restraint, or fear of instant death or of instant hurt, or of instant wrongful restraint or (ii) if the offender, at the time of committing the extortion at the insured premises, is in the presence of the Insured and/or Insured's family members who is/are put in fear, and commits the extortion at the insured premises by putting the Insured and/or Insured's family members in fear of instant death, of instant hurt, or of instant wrongful restraint to the Insured and/or Insured's family members, and, by so putting in fear, induces the Insured and/or Insured's family members so put in fear then and there to deliver up the thing extorted at the insured premises. In this regard the offender is said to be present if he is sufficiently near to put the Insured and/or Insured's family members in fear of instant death, of instant hurt, or of instant wrongful restraint.
    The term Extortion means intentionally putting the Insured and/or Insured's family members in fear of any injury to the Insured and/or Insured's family members, and thereby dishonestly induces the Insured and/or Insured's family members so put in fear to deliver to any person any property or valuable security, or anything signed or sealed which may be converted into a valuable security.
29. **Safe** means a strong cabinet within the Insured Premises designed for the safe and secure storage of valuable items, and access to which is restricted.
30. **Policy Schedule** means the Schedule attached to and forming part of this Policy.
31. **Stock and Stock in Trade** shall mean Jewellery, Gold or Silver Ornaments, Plates made of gold, silver or studded with precious stones, Pearls and Diamonds and Precious Stones, precious metals/articles of any sort or kind whatsoever, and / or other merchandise and materials usual to the conduct of the Insured's business, belonging to and /or held in trust or on commission for which the Insured is responsible.
32. **Strong Room** means a room within the Insured Premises designed for the secure storage and access to which is restricted.
33. **Sum Insured** means the amount stated in the Policy Schedule, which is (except as expressly stated to the contrary) the maximum amount (regardless of the number of amount of Claims made or the number of the Insured's who make a Claim) for any one Claim and in the aggregate for all Claims for which the Company will make payment in relation to the Cover to which the Sum Insured relates during the Policy Period.
34. **Theft** as defined in Section 378 of Indian Penal Code shall mean whoever, intending to take dishonestly any movable property out of the possession of any person without that person's consent, moves that property in order to such taking, is said to commit theft.

35. **Traveller / Messenger** means a person who is duly authorized by the Insured to have custody of stock and stock in trade for the purpose of its delivery and collection.
36. **Unoccupied** means unoccupied by Insured, Insured's Family, Insured's domestic employee or any other person authorized by the Insured for the number of days as mentioned in your policy schedule.
37. **We, Us, Our(s), Digit, Company, Insurer** means Go Digit General Insurance Limited.
38. **You, Your(s), Insured** means the Person named in the Policy Schedule.

3. COVERAGES

SECTION 1 – STOCK IN INSURED PREMISES

PROPERTY INSURED

Stock and Stock in Trade whilst stored or placed or displayed at the Insured Premises and Cash and Currency notes specifically insured whilst stored or placed at the Insured Premises.

SCOPE OF COVER

This Section insures against All Risks of direct physical loss of or damage arising from any cause whatsoever caused to Property Insured herein up to the limits as mentioned in the Policy Schedule and as described below whilst contained in the premises where the insured's business is carried on or at other premises where the insured property is deposited as specified in the Policy Schedule or endorsed thereto, subject to the definitions, limitations, exclusions, terms, conditions and warranties of this Policy and subject to the limits as stated in the Policy Schedule.

A. Stock and Stock in Trade on Premises
B. Stock and Stock in Trade kept outside of Locked Safe/Strong Room anywhere in the Insured Premises after business hours subject to Special Condition 1.
C. Cash and Currency Notes on Premises
D. Stock and Stock in Trade in Vaults, Safes and Bank Lockers outside Insured Premises

SPECIAL CONDITIONS APPLICABLE FOR SECTION 1 – STOCK IN INSURED PREMISES:

1. It is hereby agreed and declared that the Insured is permitted to keep stock not exceeding a maximum limit of % specified in Policy Schedule of the total Sum Insured mentioned against "Stock and Stock in Trade on Premises" in the Policy Schedule, outside of locked safe and/or strong room but within the Insured premises after Business Hours.
2. For Policies issued on Floater Basis, the Sum Insured in aggregate under the policy is available for any one or more as specified in respect of Property Insured under Section 1.
   At all times during the policy period the insured should have a good internal audit and accounting procedure under which the total amount at risk and risk at each location can be established, at any time, if required.
   The changes in the address of locations specifically declared at inception or inclusion of new locations during the Policy Period should be communicated to and agreed by the Insurer.
   It is further agreed and declared that We shall not be liable for any loss or damage at unspecified locations.
3. Coverage under this Section is also Subject to the following clauses as defined under point 4 (Clauses Applicable to the Policy) in the policy wordings:
   a Maintenance of Key Clause
   b Pair and Set Clause
4. **Condition of Average**
   If the Property covered hereby on all specified premises shall at the time of loss or damage by any perils hereby insured against, be collectively of greater value than the Sum Insured, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable share of loss or damage accordingly.
5. **Amended Condition of Average Applicable only if Waiver of Under Insurance up to % mentioned in Policy Schedule is Opted:**
   If the value of the Insured Contents hereby insured shall at the time of any insured event be collectively of greater value than the Sum Insured thereon then the Insured shall be considered his own insurer of the difference and shall bear a rateable proportion of the loss or damage. Every item, if more than one, shall be separately subject to this Special Condition. However, if the Sum Insured is at the time of an insured event is

not less than the % as mentioned in Policy Schedule of the collective value of the Insured Contents, this condition shall be of no purpose and effect. Subject otherwise to the terms, conditions, and exceptions of the policy.

BASIS OF VALUATION FOR SECTION 1 – STOCK IN INSURED PREMISES

The basis of valuation of property insured for the purpose of this insurance, shall be as per below mentioned methods as agreed by Us and mentioned in your Policy Schedule.

i. insured's cost + ten percent there of
   or
ii. Goods Sold and yet not Delivered: Selling Price
   or
iii. Replacement Value at the date of loss
   or
iv. Replacement Value at the date of loss+ making charges

MAINTENANCE OF SUM INSURED

Immediately upon the happening of any loss or damage, the Sum Insured under this Section shall be reduced by the amount of loss or damage, and such reduced Sum Insured shall limit Our liability in respect of any further losses or damages occurring during the current period of the Policy unless we consent upon payment of pro rata additional premium by the Insured for the unexpired period of the Policy to reinstate the full Sum Insured.

SECTION 2 – STOCK IN CUSTODY OF THE INSURED AND SPECIFIED PERSONS

PROPERTY INSURED

Stock and Stock in Trade, excluding Money, belonging to Insured or held by Insured in trust or commission usual to the conduct of Insured's business.

SCOPE OF COVER

This Section insures against All risks of direct physical loss of or damage arising from any cause whatsoever caused to the Property Insured under (i), (ii) and (iii) as stated below up to the limits under this section in the Policy Schedule and carried, conveyed/distributed outside the specified premises for purpose of Insured's business, directly entrusted by the Insured, subject to the definitions, limitations, exclusions, terms, conditions, and warranties of this Policy.

i. Property insured whilst in the "Close Personal Custody and Control" of Director(s), Employee(s), Partner(s), Duly Constituted Attorney(s) and Consultant(s) and such other authorized persons of the Insured.
ii. Property insured whilst in the "Close Personal Custody and Control" of Cutter(s), Broker(s), Agent(s), Gold smith(s), Dealer(s), Client(s), Job worker(s), Contractor(s), Sub-Contractor(s) and other such entities including the employee(s) of the above, whether or not in regular employment of the Insured.
iii. Property insured whilst in the "Close Personal Custody and Control" of the employees of the Insured's Group / Associate / Sister Concern operating from the same premises as that of the insured.

SPECIFIC CONDITIONS APPLICABLE FOR SECTION 2 - STOCK IN CUSTODY OF THE INSURED AND SPECIFIED PERSONS

a. If the value of Property at any place were more than the amount as mentioned in Policy Schedule the same should be stored overnight or during non-business hours in a burglar proof safe.
b. Coverage under this Section is also Subject to the following clauses as defined under point 4 (Clauses Applicable to the Policy) in the policy wordings:
   a. Personal Conveyance Clause
   b. Hotel/Motel Clause
   c. Storage at Residence Clause
   d. Pair and Set Clause
   e. Jangad Slip Clause
   f. Maintenance of Key Clause

BASIS OF VALUATION FOR SECTION 2 - STOCK IN CUSTODY OF THE INSURED AND SPECIFIED PERSONS

The basis of valuation of property insured for the purpose of this insurance, shall be as per below mentioned methods as agreed by Us and mentioned in your Policy Schedule.

i. insured's cost + ten percent there of
   or
ii. Goods Sold and yet not Delivered: Selling Price
   or
iii. Replacement Value at the date of loss
   or
iv. Replacement Value at the date of loss+ making charges

MAINTENANCE OF SUM INSURED

Immediately upon the happening of any loss or damage, the Sum Insured under this Section shall be reduced by the amount of loss or damage, and such reduced Sum Insured shall limit the Company's liability in respect of any further losses or damages occurring during the current period of the Policy unless the Company consents upon payment of pro rata additional premium by the Insured for the unexpired period of the Policy to reinstate the full Sum Insured.

SECTION 3 – STOCK IN TRANSIT

PROPERTY INSURED

Stock and Stock in Trade excluding Money belonging to Insured or held by Insured in trust or commission usual to the conduct of Insured's business.

SCOPE OF COVER

This Section insures against All Risks of direct physical loss of or damage arising from any cause whatsoever caused to Property Insured whilst in transit under (i) to (v) herein below, up to the limits mentioned under this section the Policy Schedule within the Geographical limits/ Territorial Limits specified in the Policy Schedule, subject to the definitions, limitations, exclusions, terms, conditions, and warranties of this Policy.

i. Registered Post Parcel
ii. Air transit (Including on Door-to-Door Basis as per Contract of Affreightment)
iii. Angadia
iv. Courier and/or Logistics Companies.
v. Any other legalised means of transit specifically agreed by Us.

SPECIFIC CONDITIONS APPLICABLE FOR SECTION 3 - STOCK IN TRANSIT

1. It is hereby agreed and declared that in the event of the goods being sent by Air transit, Angadia, Courier and/or Logistics Company hereinafter referred to as Carrier, the Insured shall declare the full value of the cargo to the Carrier. Further, in the event of a loss the Insured shall immediately lodge a claim on the Carrier and shall take all legal steps to recover the loss or damage from the Carrier.
2. Coverage under this Section is also Subject to the terms and conditions as stated in the policy of the following clauses as defined under point 4 (Clauses Applicable to the Policy) in the policy wordings:
   a Pair and Set Clause
   b Jangad Slip Clause

BASIS OF VALUATION FOR SECTION 3 - STOCK IN TRANSIT

The basis of valuation of property insured for the purpose of this insurance, shall be as per below mentioned methods as agreed by Us and mentioned in your Policy Schedule.

i. insured's cost + ten percent there of
   or
ii. Replacement Value at the date of loss
   Or

iii. Replacement Value at the date of loss+ making charges
Or
iv. Entrustment to the Assured: Memorandum Value
or
v. Goods Sold and yet not Delivered: Selling Price
or
vi. Sendings: Invoice or Memorandum Value (+10%)

MAINTENANCE OF SUM INSURED

Immediately upon the happening of any loss or damage, the Sum Insured under this Section shall be reduced by the amount of loss or damage, and such reduced Sum Insured shall limit the Company's liability in respect of any further losses or damages occurring during the current period of the Policy unless the Company consents upon payment of pro rata additional premium by the Insured for the unexpired period of the Policy to reinstate the full Sum Insured.

SPECIFIC EXCLUSIONS APPLICABLE TO SECTION 1, 2 and 3

This Policy does not cover the following unless specifically mentioned in the Policy Schedule and expressly insured by the Policy: -

1. For the amount of the Deductible/Excess specified in the Policy Schedule ascertained after the application of all other terms and conditions of this Policy.
2. Loss of and/or damage to the Property Insured which may be sustained whilst the same is being actually worked upon or from any process of cleaning, repairing, or restoring and directly resulting therefrom and also while undergoing the process of Boiling, Casting, Laser Machine Operation, Polishing, Melting, Chemical Melting, Reshaping
3.
   a. Property missing at stock taking, in respect of which no Claim has been previously notified, unless the loss be proved by the insured to be due to a peril covered under the policy.
   b. Loss of and/or damage to Property Insured due to mysterious circumstances/ disappearance or unexplained reasons unless specifically covered and mentioned in the Policy Schedule
4. Loss of and/or damage to the Property Insured whilst the same is being worn or used by the Insured or any director or partner of the insured or Employees or their spouses, member of their families, relatives, or friends or whilst in their custody for this purpose or any personal use.
5. Loss or damage to goods entrusted to the Insured by Private Clients and/or Customers solely for Safe Custody.
6. Loss of and/or damage to the Property Insured whilst any public exhibition whether promoted or financially assisted by any Public Authority or by any Trade Associations or otherwise, unless specifically covered.
7. Loss or damage caused by or arising from depreciation, gradual deterioration, wear and tear, inherent vice, latent defect, corrosion, rust, dampness, extremes of temperature, moth, vermin, insects, animals, mildew and electrical or mechanical breakdown or derangement.
8. Theft or disappearance of Property insured from road vehicles of every description owned or hired by or under the control of the Insured and/or their Directors, Partners, Helper or Housekeeping Staff, Agents, Employees or representatives where such vehicles are left unoccupied/ unattended.
9. Loss or damage due to breakage of any item of glass, crockery, porcelain, chinaware, and other articles of brittle or fragile nature unless such loss or damage arises from accident to vessel, train, vehicle, or aircraft by which such property is conveyed.
10. Loss or damage occasioned by theft or dishonesty or any attempt there at committed by or where such loss or damage has been expedited by or in any way sustained or brought about by
    a) Any of the Insured's Family Members or Directors or Partner or Principal.
    b) Any Helper or Housekeeping Staff or Traveller or Messenger in the exclusive Employment of the Insured.
    c) Any Customer or Broker or Broker's Customer, Angadia or, Cutter or goldsmith in respect of the property hereby Insured entrusted to them by the Insured, his or their representatives or agents.
    d) Employees of the Insured
11.

a) Loss or damage occurring whilst in transit in India to ultimate destination outside the Geographical limit stated in the Policy Schedule or vice versa for the purpose of exports / imports.
b) Loss or damage to insured property intended for export, from the time such property leaves the insured's premises in the ordinary course of processing for transit and during transit for delivery to customs or carrier or post office.
c) Loss or damage to insured property imported whilst in transit from the time delivery is taken from the post office or the carrier or customs as the case may be until delivered at the insured's premises.

12. Loss or damage arising from detention, confiscation, nationalization, requisition, occupation, or wilful destruction by or under the order of the Government or any Public or Local Authority.
13. Any loss following use of the key to the safe/locker/strong room/ steel almirah or any duplicate thereof belonging to the insured or person in whose custody the insured property is unless such key /duplicate key has been obtained by threat or by violence.
14. Loss or damage to stock kept outside of locked safe and/or strong room but within the Insured premises after Business Hours exceeding the percentage mentioned in the Section 1 of the Policy Schedule.
15. Loss or damage to Property Insured whilst kept or stored inside equipment's for the purpose of Boiling/Smelting and whilst undergoing Casting and Laser Machine Operations during and outside business hours.
16. Consequential loss of any kind or description including any reduction of market value.
17. Losses arising out of any legal liability including delay
18. Loss or damage occasioned by or through or in consequence, directly or indirectly of any of the following occurrences namely
    a) Subterranean fire or atmospheric disturbances.
    b) War, invasion, acts of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, martial law.
    c) Loss or damage caused by any act of Terrorism.
19. Loss or damage to computer systems records including cost of reconstructing computer system software or data.
20. **Kimberley Process Exclusion Clause:** This insurance excludes any loss, damage, cost, or expense of whatsoever nature directly or indirectly arising from confiscation or seizure as a result of non-compliance with, or any breach of the requirements of the Kimberley Process Certification Scheme.
    The Kimberley Process Certification Scheme is a joint initiative of the various governments, International Diamond Industry and Civil Society to stem the flow of conflict diamonds-rough diamonds that are used by rebel movements to finance wars against Legitimate Governments.
21. Loss, destruction, or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
22. **Institute Extended Radioactive Contamination Exclusion Clause:** This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.
    In no case shall this insurance cover loss, damage, liability, or expense directly or indirectly caused by or contributed to by or arising from
    a) Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
    b) The radioactive, toxic, explosive, or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
    c) Any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
    d) The radioactive, toxic, explosive, or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific, or other similar peaceful purposes.
23. **Institute Chemical Bio-logical, Bio-chemical, Electromagnetic Weapons and Cyber Attack Exclusion Clause:**
    This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.
    In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from

a) Any chemical, bio-logical, bio-chemical, or electromagnetic weapon
b) The use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, computer virus or process or any other electronic system.

24. Any peril covered under Section 7 (A– Bharat Laghu Udyam Suraksha or B – Standard Fire and Special Peril Policy) for Stocks and Stock in trade, money provided section 7 is opted.
25. Loss or damage due to Burglary and Robbery covered under Section 9 – Burglar and Robbery, if opted.

SECTION 4 – STOCK IN EXHIBITION

PROPERTY INSURED

Stock and Stock in trade belonging to Insured or held by Insured in trust or commission usual to the conduct of Insured's business

SCOPE OF COVER

This Section insures against All Risks of direct physical loss of or damage howsoever caused to property insured whilst in transit, from any insured premises and/or point of origin to the exhibition site and vice versa and during display and overnight storage at the exhibition site, within Geographical Limit mentioned in the Policy Schedule. Our Liability under this Section for Any One Loss is restricted to the limit mentioned for this cover in the Policy Schedule attached to the Policy or endorsed thereto, subject to the definitions, limitations, exclusions, terms, conditions, and warranties of this Policy.

It is also a condition of this Section, precedent to any recovery hereunder, that the Insured comply fully with all the following conditions:

The Property of the Insured and/or that for which the Insured is responsible, shall:

1. Never be left unattended, for any reason whatsoever, whilst on display during Exhibition hours.
2. At all times be kept in locked showcases with keys removed, whilst on display during Exhibition hours, unless being removed from or returned to showcases.
3. Be kept in a locked safe/vault or approved security room at all times when not being displayed.

SPECIFIC EXCLUSIONS APPLICABLE TO SECTION 4 – STOCK IN EXHIBITION

1. For the amount of the Deductible/Excess specified in the Policy Schedule ascertained after the application of all other terms and conditions of this Policy including any condition of average (under-insurance).
2. Mysterious Loss &/or unexplained shortage unless specifically covered and mentioned in Policy Schedule;
3. Insured visit to the client's premises will not be considered as Exhibition.
4. Loss or damage during transit covered under section 2(Stock in custody of Insured and Specified Person) and section 3(Stock in Transit) if opted.

SPECIFIC CONDITIONS APPLICABLE TO SECTION 4 – STOCK IN EXHIBITION

1. The Insurance cover under this Section shall only be valid and applicable during the period when the stock in trade has been removed for the purpose of exhibition only.
2. The Insured shall advise the Insurer their intention of sending the Property Insured for Exhibition at least three days prior to the starting of each transit and declare the full details of items and their value to the Company. It is further agreed and declared that all sending's intended for exhibition purpose shall be declared to the Insurer without exception.
3. The Sum Insured under this section can be increased any time during the Policy Period by the Insured by payment of additional premium at the agreed rate for this section.
4. It is hereby agreed and declared that We shall not be liable for more than the number of exhibitions mentioned in the Policy Schedule and the company's liability in respect of each exhibition shall not exceed the limit per exhibition mentioned in the Policy Schedule and during the Policy Period the Sum Insured mentioned in the Policy Schedule.
5. Coverage under this Section is also Subject to the terms and conditions as stated in the policy of the following clauses as defined under point 4 (Clauses Applicable to the Policy) in the policy wordings:
   a. Personal Conveyance Clause
   b. Hotel/Motel Clause
   c. Storage at Residence Clause

d. Pair and Set Clause
e. Cross Fidelity Clause: for the purpose of this Insurance, the manager directors/employee(s) of the company with whom the Assured shares the booth are considered as being employee(s) of the Assured.

WARRANTIES APPLICABLE TO SECTION 4 – STOCK IN EXHIBITION:

1. Warranted that all Intercity and International transits are by Air only unless specifically agreed by the Insurer.
2. Warranted that for Air transits, the Property Insured should be carried as cabin baggage when carried as accompanied baggage and should at all times be in the "Close Personal Custody and Control" of the carrying Insured or his employee.
3. Warranted that whilst in transit by road by private four-wheeler vehicles the property shall be protected by armed guards unless specifically waived by the Insurer.
4. Warranted that the Insured shall maintain complete records of all the items insured and shall be available at any point along with their values before the inception of the Policy.
5. Warranted that booth is equipped with CCTV connected to digital recording device.
6. Warranted that any stones in excess of 3 carats are weighed before it being presented to and upon receiving it back from any potential customer or third party.
7. Stock and stock in trade should be guarded by minimum two persons while transit to/from the safe/safe deposit vault at the fair;
8. At all times during exhibition hours, the stand is to be supervised by minimum 2 persons;
9. Warranted that in the event of the goods being sent by Courier and/or Logistics Company the Insured shall declare the full value (unless specifically agreed and revised by the Insurer) of the cargo to the Courier and/or Logistics Company. Further, in the event of a loss the Insured shall immediately lodge a claim on the Courier and/or Logistics Company and shall take all legal steps to recover the loss or damage from the Courier and/or Logistics Company.

BASIS OF VALUATION APPLICABLE TO SECTION 4 – STOCK IN EXHIBITION

The basis of valuation of property insured for the purpose of this insurance, shall be as per below mentioned methods as agreed by Us and mentioned in your Policy Schedule.

i. insured's cost + ten percent there of
or
ii. Goods Sold and yet not Delivered: Selling Price
or
iii. Replacement Value at the date of loss
or
iv. Replacement Value at the date of loss+ making charges

MAINTENANCE OF SUM INSURED

Immediately upon the happening of any loss or damage, the Sum Insured under this Section shall be reduced by the amount of loss or damage, and such reduced Sum Insured shall limit the Company's liability in respect of any further losses or damages occurring during the current period of the Policy unless the Company consents upon payment of pro rata additional premium by the Insured for the unexpired period of the Policy to reinstate the full Sum Insured.

SECTION 5 – MONEY IN TRANSIT

PROPERTY INSURED

Money (Cash /Currency) belonging to the Insured whilst in direct transit between specified locations as mentioned in the policy schedule, in connection with Insured Business.

SCOPE OF COVER

The Company will indemnify the Insured up to the Limit of Indemnity specified in the Policy Schedule for the loss of Money in Transit whilst carried by the Insured or its authorized employee, caused by Robbery, Theft, or any other fortuitous event,

Provided that the insured event mentioned above occurs during the Policy Period and is notified to the Company in accordance with Special Conditions below.

DEFINITIONS APPLICABLE TO SECTION 5 – MONEY IN TRANSIT

1. **Authorised Employee** means an Employee of the Insured who is specifically entrusted with Money.
2. **Bank** shall mean and include Bank of every description, Post Office and Government Treasury.
3. **Burglary/Housebreaking** means the unforeseen and unauthorized entry to or exit from the Insured Premises by aggressive and detectable means with the intent to steal money therefrom.
4. **Business Hours or Office Hours** means the Insured's normal trading/business hours or whilst the Insured or their authorized employees are on the premises for the purpose of the business**.**
5. **Hold up** means forcible removal by actual or threatened violence against the Insured or Insured's Authorized Employee(s).
6. **Money in Transit means:**

a) Any mode of transportation of Money for the payment of wages, salaries and other earnings or for petty cash directly between a bank, the Insured Premises or a Point in Transit (if specified) by the Insured or an Authorised Employee from the time Money is received at the bank, the Insured Premises or a Point in Transit by the Insured or an Authorised Employee until delivered to the bank, the Insured Premises or a Point in Transit by the Insured or an Authorised Employee and whilst at the Insured Premises until disbursed provided that out of business hours such Money shall be secured in a locked Safe or locked Strong Room.
Cheques drawn by the Insured to provide for such Money are covered In Transit from the Insured Premises to the Bank only.

b) Any mode of transportation of Money in the personal custody of the Insured or an Authorised Employee directly between a bank and the Insured Premises or a Point in Transit (if specified) from the time Money is received at the bank or the Insured Premises by the Insured or an Authorised Employee until delivered to the bank or the Insured Premises or a Point in Transit by the Insured or an Authorised Employee within 72 hours of the time of collection, unless specifically agreed, altered and mentioned in Your Policy Schedule/Certificate of Insurance.

7. **Point in Transit** means the place specified in the Schedule.

SPECIFIC EXCLUSIONS APPLICABLE TO SECTION 5 – MONEY IN TRANSIT

This Policy does not cover the following unless specially mentioned in the Policy Schedule and expressly insured by the Policy: -

1. For the amount of the Deductible/Excess specified in the Policy Schedule ascertained after the application of all other terms and conditions of this Policy.
2. Loss of Money in Transit being transported other than as stated in the proposal form or as otherwise agreed in writing by the Company.
3. Consequential losses of any kind be they by way of loss of profit, business interruption, market loss or otherwise and any other legal liability of any kind.
4. Loss of any Money due to error or omission, unexplained losses.
5. Loss due to mysterious disappearances unless specifically covered and mentioned in the Policy Schedule.
6. Loss of Money carried by anyone other than the Insured or an Authorised Employee of the Insured.
7. Loss of Money where the Insured or his Authorised Employee is or is alleged to be involved as a principal or accessory, except loss due to fraud or dishonesty of the cash carrying employee of the Insured, occurring whilst in transit and discovered within 48 hours.
8. Money entrusted to any person (other than a full-time permanent employee of the Insured in employment of the Insured under an express contract of employment), agency or organisation engaged in the transportation of Money for third parties; Money carried under contract of affreightment, unless this is specifically agreed and mentioned in Your Policy Schedule.
9. Loss of money from an unattended vehicle.
10. Loss or damage whether direct or indirect arising from war (whether war be declared or not), war-like operations, act of foreign enemy, hostilities, civil war, rebellion, insurrections, civil commotion, military or usurped power, seizure, capture, confiscation, arrests, restraint and/or detainment by the order of any government or any other authority.

11. Shortage due to error or omission or not identifiable with a specific event.
12. Any loss or damage caused by Riot, Strike and Malicious Damage unless specifically Insured.
13. Loss or damage due to earthquake, flood, volcanic eruption, storm, typhoon, hurricane, tornado, cyclone or other convulsion of nature or atmospheric disturbances.
14. Loss or damage due to ionising radiation or contamination by radioactive substance from any nuclear fuel or from any nuclear assembly or nuclear waste or from the combustion of nuclear fuel.
15. Loss due to or in any way contributed to by the Insured having knowingly permitted or caused or suffered anything to be done or not done whereby the risks hereby insured against were increased.
16. Any loss of or damage to any property, whether belonging to the Insured, an Employee or any third party.
17. Any personal or bodily or mental injury or suffering of any description.
18. Loss due to or in any way contributed to by the Insured having knowingly permitted or caused or suffered anything to be done or not done whereby the risks hereby insured against were increased.
19. Any loss not discovered within a period of 72 hours from its occurrence.

SPECIFIC CONDITIONS APPLICABLE TO SECTION 5 – MONEY IN TRANSIT

1. It is a condition precedent to the Company's liability hereunder that the Insured shall:
   a immediately and in any event within 24 hours of the happening of any insured event giving rise to or likely to give rise to any claim under this Policy give written notice to the Company to the address shown in the Policy Schedule, and in the case of the notification of an event likely to give rise to a claim, the Insured shall specify in writing the grounds for holding such belief.
   b immediately and in any event within 24 hours lodge a complaint with the police detailing the Money lost in respect of which the Insured intends to submit a claim, and within the same period provide a copy of that written complaint and the First Information Report to the Company.
   c Within 14 days deliver to the Company a detailed written statement of the Money lost and an estimate of the quantum of any claim along with all documentation required to support and substantiate the amount sought from the Company.
   d Expeditiously provide the Company and its representatives and appointees with all the information, assistance, and documentation that they might reasonably require.
   e Take all reasonable steps to identify the perpetrators of the Robbery and/or theft and discover and recover any Money lost.
2. Coverage under this Section is also Subject to the terms and conditions as stated in the policy of the following clauses as defined under point 4 (Clauses Applicable to the Policy) in the policy wordings:
   a) Personal Conveyance Clause
   b) Hotel/Motel Clause
   c) Storage at Residence Clause
3. Reasonable Care:
   The Insured shall take all reasonable steps to safeguard the Money, any means by which the Money is In Transit, against any insured event.

MAINTENANCE OF SUM INSURED

Immediately upon the happening of any loss or damage, the Sum Insured under this Section shall be reduced by the amount of loss or damage, and such reduced Sum Insured shall limit the Company's liability in respect of any further losses or damages occurring during the current period of the Policy unless the Company consents upon payment of pro rata additional premium by the Insured for the unexpired period of the Policy to reinstate the full Sum Insured.

SECTION 6 –FIDELITY GUARANTEE

PROPERTY INSURED

Money and Stock in trade belonging to Insured or held by Insured in trust or commission usual to the conduct of Insured's Business.

OPERATIVE CLAUSE

We hereby agree, subject to the terms, provisions, exceptions, definitions, conditions, warranties and exclusions herein contained, or endorsed or otherwise expressed hereon, to indemnify You against a direct financial loss sustained by reason of any act of fraud or dishonesty committed by the Employee with the primary intention to obtain personal financial gain:

a) On or after the date of commencement of this Policy or the retroactive date mentioned in the Policy Schedule; and
b) During uninterrupted service of the Employee with You and discovered during the continuance of this Policy or within twelve calendar months of the expiration thereof; and
c) In the case of death, dismissal or retirement of the Employee within twelve calendar months of such death, dismissal or retirement whichever of these events shall first happen.

Provided always that:

i. Our liability shall not exceed
   a. in respect of any employee the Sum Insured stated in the Policy Schedule against his name/designation or as declared herein.
   b. In respect of all claim s under this Policy, the Total Sum Insured stated in the Policy Schedule.
ii. If this Policy shall be continued in force for more than one Period of Indemnity or if any liability shall exist on Our part under this Policy and also under any other Policy in respect of fraud or dishonesty of the Employee, Our liability hereunder shall not be accumulated or increased thereby but Our aggregate liability during any number of periods of Indemnity and for any number of acts of fraud or dishonesty committed by the Employee shall not exceed the Sum Insured hereunder or the Sum Insured under any other such Policy as aforesaid whichever is greater.
iii. We shall not be liable to pay more than one claim in respect of the action of any one Employee.

DEFINITION APPLICABLE TO SECTION 6: FIDELITY GUARANTEE

1. **Claim** means a claim under the Operative Clause in respect of an insured event that has taken place against which the insured has made a demand for payment.
2. **Direct Financial Loss** shall mean the loss of moneys and or stock at prime cost belonging to You proved to have been criminally misappropriated and disposed of by the Employed excluding any consequential loss of any kind.
3. **Dishonesty** refers to breach of faith on the part of the employee resulting in pecuniary loss to the employer which results from such breach of faith on the part of the employee.
4. **Employee** means any person (other than a person whose employment is of a causal nature and who is employed otherwise than for the purposes of the Insured's trade or business) who has entered into a contract of employment with Insured whether such contract of employment is expressed or implied, verbal or in writing.
5. **Fraud** means obtaining a pecuniary advantage by the perpetrator of the fraud, through unfair or wrongful means.

SPECIFIC EXCLUSIONS APPLICABLE TO SECTION 6: FIDELITY GUARANTEE

This Section does not cover the following unless specifically mentioned in the Policy Schedule and expressly insured by the Policy: -

1. The amount of the Excess specified in the Policy Schedule ascertained after the application of all other terms and conditions of this Policy including any condition of average (under-insurance).
2. Any losses arising outside the geographical limit as specified in the Policy Schedule.
3. Any loss Discovered more than 12 months after the termination either of this policy or of the service of employee concerned.
4. Where there has been any change in the agreed system of check of accounting precautions without the Insurer's prior consent.
5. Any loss caused by an employee after discovery of his previous fraud or dishonesty.
6. Any losses such as stock taking shortages, trading losses, not caused by fraud or dishonesty.
7. Liability arising out of violation of any Rules and Regulation of the Government or Statutory authorities.

8. Any consequential losses of any kind like loss of profit, any loss not reflected in the Insured's books of account, loss of opportunity, business interruption, market loss, loss of gain or potential income or gain which should have accrued to the Insured (including but not limited to interest and dividends).
9. Any legal liability of any kind.
10. Losses arising by usage of ATM, charge and credit cards and internet initiated or operated fraud or the wire transfer of monies to or from any natural person or entity.
11. Any additional expenses incurred by You towards preparation of documents for substantiating the claim.
12. Any fact or matter or circumstance of which You were, or ought reasonably to have been aware at the commencement of the Policy Period.
13. Loss of money due to any misfeasance, malfeasance or nonfeasance or breach of trust in relation to money by You.
14. In the event of fraud or dishonesty by an Employee that occurs after You have suspected or had reasonable cause to suspect him of fraud or dishonesty or after You became aware of an act of fraud or dishonesty by that Employee or any material fact bearing on the honesty of that Employee.
15. We are not liable for and no indemnity will be provided in respect of any loss arising in circumstances where:
    i. You carry on any business other than the Business specified in the Policy Schedule, and/or
    ii. there is any material change in the facts and matters stated in the proposal, and/or
    iii. the duties or terms of service of Employees differ from those described in the proposal, and/or
    iv. the precautions and checks for ensuring the accuracy of Your accounts and stocks are not as described in the Your proposal
16. Arising out of misappropriation of foreign currency by Your Employee.
17. By trading in securities or derivatives in Your name or otherwise and whether in a genuine or fictitious account.

SPECIFIC CONDITIONS APPLICABLE TO SECTION 6: FIDELITY GUARANTEE

1. Claim Notification

   It is a condition precedent to Our liability, that on the discovery of any act or default or any circumstances which may give rise to a claim, You shall:
   a. forthwith give written notice to the issuing office of the Company, immediately and, in any event, within 7 days;
   b. report the loss to the Police immediately and in any event within 24 hours of its discovery and FIR obtained;
   c. take all reasonable steps to minimize the quantum of any Claim that may be made and/or any further loss that might arise, and
   d. expeditiously and at Your cost provide Us and Our representatives and appointees with access to and all of the information, assistance, records and documentation in relation to the loss and Our liability hereunder that might reasonably be required.
2. Basis of Loss Payment
   a. If a loss is sustained by You as a result of the fraudulent or dishonest conduct of a named employee, the liability shall be restricted to the Sum Insured under the Section against the said employee or the value of the actual cash value of money, bullion, travelers cheques, negotiable instruments, bearer bonds or coupons, stamps, cheques or similar instrument, stocks held on trust on the day upon which the loss is discovered, whichever is lower.
   b. If the number of people covered for insurance under this Section against the category of employees is less than the actual number of employees in the said category, Our liability stands reduced in the same proportion as the number of employees You bear to actual number of employees in the said Category.
   c. Any monies which, but for the dishonest or fraudulent conduct of the employee concerned, would have been payable to such employee by You and any monies of such employee under Your custody or control shall be reduced from the amount payable by Us in diminution or extinction of any loss.
   d. All claims and losses resulting from one and the same fraudulent or dishonest act or a series of fraudulent or dishonest acts arising out of or attributable to the same originating cause, source or event shall be deemed to be one claim subject to a single employee Sum Insured under the Policy.
3. Limitation of Liability

If a Claim is rejected or partially settled under the terms of the Policy and is not the subject of a pending suit or other proceedings within the applicable period specified under the Limitation Act 1963 (as amended and any other applicable law), the Claim shall be deemed to have been closed and Our liability in respect of it shall be extinguished.

4. Prosecution:

Upon becoming aware of any loss or damage in respect of which a claim is or may be made, You shall take all practicable steps to discover the person by whom the property was stolen, or the premises damaged and to prosecute and obtain the conviction of such person for the offence and to trace and recover any property stolen.

You shall when required by Us but at Our expense, use all diligence in prosecuting any of the Employees to conviction for any act which such Employee shall have committed and in consequence of which a claim is made under the Policy and shall at Our expense give all information and assistance to enable Us to sue for and obtain reimbursement from any such Employee by reason of whose acts or defaults a claim has been made or by the estate of such Employee of money which We shall have become liable to pay in respect thereof.

SECTION 7

A. BHARAT LAGHU UDYAM SURAKSHA

(Applicable for Sum Insured exceeding INR 5 crore upto INR 50 crore)

CLAUSE A. SPECIAL MEANINGS OF CERTAIN WORDS

Words stated in the table below have a special meaning throughout this Policy, the Policy Schedule and Endorsements. These words with special meaning are stated in the Policy with the first letter in capitals.

Word/s	Specific meaning
Agreed Value	An amount agreed between You and Us at the policy Commencement Date for items, the value of which cannot be ascertained.
Bank	A bank or any financial institution
Building	Any building or structure in Your Premises where You carry on Your Business. It includes: a. Basement (if any), all fixtures and fittings permanently attached to the floor, walls or roof like electrical wiring, antennas etc. b. The following 'additional structures' located on Your Premises and used for Your Business, that are shown in the Policy Schedule: i. garage, out-houses, security sheds, towers, verandah or porch, tanks, compound walls, retaining walls, fences, gates and internal roads, ii. lifts, hoists, iii. solar panels, wind turbines and air conditioning systems, central heating systems, security systems and cameras, electrical installations, fire alarm, fire sprinkler systems, power lines, power installations, iv. water, gas and sewage pipeline within Your premises or v. any other structure shown in the Policy Schedule.
Business	Your commercial enterprise, trade or profession as shown in the Policy Schedule.
Commencement Date	It is the date and time from which the Insurance Cover under this Policy begins. It is shown in the Policy Schedule.
Contents	Those articles or things in Your Premises that are not permanently attached or fixed to the structure of Your Premises.

Endorsement	A written amendment to the Policy that We make (additions, deletions, modifications, exclusions or conditions of an insurance Policy) which may change the terms or scope of the original policy.
Excess	It is the amount that You must bear in each and every claim before We become liable to pay.
Insurable Assets	All Buildings, Plant and Machinery, Furniture, Fixture and Fittings, Stock and all other Contents which, for the purposes of Your Business on any one location, You own, or hold as tenant or occupant, or hold in trust or on commission, or are legally responsible for as part of Your trade, even if You have not taken insurance cover for any of them.
Insured Property	The Building, Plant and Machinery, Furniture, Fixture and Fittings, Stocks and any other Contents that are declared and insured by You under this Policy, and are located in Your Premises unless specifically stated in this Policy. The Insured Property is shown in the Policy Schedule.
Kutcha Construction	Building(s) having walls and/or roofs of wooden planks/thatched leaves and/or grass /hay of any kind/ bamboo /plastic cloth/ asphalt/ canvas/ tarpaulin and the like.
Market Value	Market Value means new Replacement/Reinstatement Value minus depreciation reckoned as on the date of loss.
Money	Cash, bank and currency notes, credit cards, telephone cards, cheques, crossed bankers' drafts, postal orders, luncheon vouchers, current postage stamps, trading stamps, National Savings Certificates, Premium Bonds, credit sales vouchers or receipts, unexpired units in franking machines, gift tokens and consumer redemption vouchers belonging to You or for which You are responsible.
Partial Loss	Any loss other than Total Loss.
Plant and Machinery	All equipment, machinery, pipes and cables, spares, computers, servers and preloaded licensed system software located within any structure or in the open area of Your Premises. It includes i. machines under repair, ii. machines taken on hire or lease, or through any system of purchase of goods, iii. foundation, bedding or setting of the machines, or iv. accessories of machines.
Policy Period	Policy period means the period commencing from the effective date and time as shown in the Policy Schedule and terminating at Midnight on the expiry date as shown in the Policy Schedule or on the termination of or the cancellation of insurance, whichever is earlier.
Policy Schedule	The document accompanying and forming part of the Policy that gives Your details and of Your insurance cover,.
Premium	The premium is the amount You pay Us for this insurance. The Policy Schedule shows the amount of premium for the Policy Period and all other taxes and levies.
Pucca Construction	Construction other than Kutcha Construction.

Reinstatement/ Replacement	Reinstatement/Replacement is defined as: i. the reconstruction of buildings or replacement of other property lost or destroyed. ii. (b) the repair or partial replacement of property damaged. In either case, to a condition substantially the same as but not superior, better or more extensive than its condition if it were new on the date it is damaged or destroyed.
Reinstatement/ Replacement Value	This is the amount at which the Insured Property can be reinstated or replaced by a similar property, without deducting depreciation, and to the extent required to bring that Property to a condition substantially the same as, but not superior, better, or more extensive than its condition if it were new on the date it is damaged or destroyed.
Stocks	Any stock of goods or merchandise. It may be: i. Finished goods, semi-finished goods, stock in process, stock invoiced and ready for dispatch, ii. Raw materials, packing materials, or iii. Stock held in trust for which You are responsible. iv. Stock in Open in the Insured Premises
Sum Insured	The amount shown as Sum Insured in the Policy Schedule. It represents Our maximum liability for each cover or part of cover and for each loss, as applicable.
Total Loss	A situation where the Insured Property or item is completely destroyed, lost, or damaged beyond retrieval or repair, or the cost of repairing it, is more than the Sum Insured of that item or in total.
We, Us, Our, Insurer	The Go digit Insurance Company that has provided Insurance Cover under this Policy; of the Company
You, Your, Insured	The Insured Person/s, Company or other entity shown in the Policy Schedule who has/have purchased insurance cover under this Policy; of such Insured Person/s.
Your Premises	The premises in which You carry on Business that is occupied by You for the purposes of Business declared to Us and is reflected in the Policy Schedule

CLAUSE B. INSURED EVENTS

We give insurance cover for physical loss or damage, or destruction caused to Insured Property by the following unforeseen events occurring during the Policy Period.

The events covered are given in Column A and those not covered in respect of these events are given in Column B.

	Column A	**Column B**
	We cover physical loss or damage, or destruction caused to the Insured Property by	**We do not cover** for loss or damage, or destruction caused to the Insured Property by
1.	Fire, including due to its own fermentation, or natural heating, or spontaneous combustion.	caused by a. its undergoing any heating or drying process, or b. burning of Insured Property by order of any Public Authority.

2.	Explosion or Implosion	a. caused to boilers, economizers or other vessels, machinery or apparatus in which steam is generated, or their contents, resulting from their own explosion or implosion, or b. caused by centrifugal forces.
3.	Lightning	-
4.	Earthquake, volcanic eruption, or other convulsions of nature	-
5.	Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Tsunami, Flood and Inundation	-
6.	Subsidence of the land on which Your Premises stand, Landslide, Rockslide	caused by a. 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, or e. demolition, construction, structural alterations or repair of any property, or ground works or excavations.
7.	Bush fire, Forest fire and Jungle fire	-
8.	Impact damage of any kind, i.e., damage caused by impact of, or collision caused by, any external physical object (e.g., vehicle, falling trees, aircraft, wall etc.),	a. caused by pressure waves caused by aircraft or other aerial or space devices travelling at sonic or supersonic speeds. b. caused by vehicle, animal or aircraft belonging to or owned by Insured or their employee while acting in the course of employment
9.	Missile testing operations	-
10.	Riot, Strikes, Malicious Damages	caused by a. total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind, b. temporary or permanent dispossession, confiscation, commandeering, requisition or destruction by order of the government or any lawful authority, or c. temporary or permanent dispossession of any Building by unlawful occupation by any person.
11.	Acts of terrorism (Coverage as per Terrorism Clause attached.)	Exclusions as per Terrorism Clause attached.
12.	Bursting or overflowing of water tanks, apparatus and pipes,	-
13.	Leakage from automatic sprinkler installations.	a. repairs or alterations in the Building in which Your Business is located, b. repairs, removal or extension of any sprinkler installation, or c. defects in the construction known to You.

14.	Theft within 7 days from the occurrence of and proximately caused by any of the above Insured Events	if it is a. of any article or thing outside Your Premises, or b. of any article or thing attached from the outside of the outer walls or the roof of Your Premises, unless securely mounted.

CLAUSE C. THE STANDARD COVER

1. What We Cover

We cover physical loss or damage, or destruction of any Insured Property because of any Insured Event stated in **Clause B** of this section and subject to the exclusions stated in **Clause D of this Policy** subject to all terms and conditions of this section. We also give In-built Covers without charging additional premium which are stated in **Clause C (4)** of this Policy.

2. Basis of Sum Insured

i. for Building, Plant and Machinery, Furniture, Fixture and Fittings and any other contents: Reinstatement Value

ii. For Stocks:
   a. For raw material: landed cost at Your Premises.
   b. For stock in process: input cost of the stock at the time of loss.
   c. For finished stock: the manufacturing cost of the Finished Stock or the **Contract Price** of goods sold but not delivered and more precisely defined below.

   Contract Price is in respect only of goods sold but not delivered, for which You are responsible and with regard to which under the conditions of the sale, the sale contract is cancelled by reason of any Damage insured under this Policy either wholly or to the extent of the Damage. The Company's liability shall be based on the Contract Price.

iii. Bullion or unset precious stones, any curios or works of art or obsolete machinery and the like are to be covered on Agreed Value basis subject to a valuation certificate being submitted and found acceptable by Us.

3. Restoration of Sum Insured

Except as stated in **Clause G (III) (3) (e)** of this Policy, the insurance cover will at all times be maintained during the Policy Period to the full extent of the respective Sums Insured. This means that after We have paid for any loss, the section shall be restored to the full original amount of Sum Insured. You must pay to Us proportionate premium for the unexpired Policy Period from the date of loss. We can also deduct this premium from the net claim that We must pay You.

Notwithstanding the above, the Sum Insured shall stand reduced by the amount of loss in case You, immediately on occurrence of the loss, exercise Your option not to restore the Sum Insured.

4. In Built Covers

If We agree to pay Your claim for loss or damage to Insured Property, We will also pay for the following loss or damage and expenses.

4.1 Additions, alterations, or extensions:

We cover Buildings, Plant, Machinery, and Furniture and Fittings, or other Contents which You will erect, or acquire, or for which You will become responsible, after the Commencement Date, in the Insured Premises. We will pay, for that item as follows:

i. You inform Us of the item so erected or acquired within 7 (seven) days of it becoming known to You,
ii. such item of Property is not otherwise insured,
iii. maximum limit under this cover is 15% (excluding stocks),
iv. subject to Underinsurance provision of **Clause F** of this Policy.

4.2 Temporary removal of stocks:

We cover stocks temporarily removed to any other premises for the purposes of fabrication, processing or finishing, or other similar purposes as follows:

i. maximum cover will be 10% of the Sum Insured of Stock,
ii. such stock is not otherwise insured.

4.3 Cover for Specific Contents:

We cover the following, as applicable:

i. Money for an amount not exceeding ₹50,000 (Rupees Fifty Thousand) during the policy period.
ii. Deeds, manuscripts and business books, plans, drawings, securities, obligations or documents of any kind, but only for the cost of the materials and clerical labour expended in reproducing such records for an amount not exceeding ₹50,000 (Rupees Fifty Thousand) during the policy period.
iii. Computer programmes, information and data but only for the cost of the materials and clerical labour expended in reproducing such records for an amount not exceeding ₹ 5 Lakh (Rupees Five Lakh) during the policy period.
iv. Employees', Directors', visitors' personal effects of every description (other than motor vehicles) for an amount not exceeding ₹15,000 (Rupees Fifteen Thousand) per person for a maximum of 20 (twenty) persons during the policy period.

4.4 Start-Up Expenses:

We cover start-up costs necessarily and reasonably incurred by the insured in respect of the insured risk consequent upon a loss or damage covered by this policy for an amount not exceeding ₹ 5 Lakh (Rupees Five Lakh) during the policy period.

4.5 Professional Fees:

We will pay the expenses that You incur towards reasonable fees of Architects, Surveyors and Consulting Engineers as follows:

i. The fees are paid for preparing plans, specification tenders and quantities, and services in connection with the superintendence of the reinstatement of the Insured Building, Machinery, Accessories or Equipment;
ii. The maximum We pay is 5 % of the claim amount;
iii. We do not cover fees or costs for preparing any claim or estimate of loss or damage by the Insured Perils.

4.6 Costs for removal of debris:

We will pay reasonable expenses You incur towards removal of debris of any Insured Property from Your Premises, and dismantling, demolishing, shoring up or propping up of Insured Building or Machinery. The maximum We pay is 2 % of the claim amount.

4.7 Costs compelled by Municipal Regulations:

We pay such additional cost of reconstruction or reinstatement of the Insured Property that is incurred solely because You must comply with any regulations or bye-laws of any municipal or local authority, or any provision of any State or Central Act, Rules or regulations. We cover these costs on the following conditions:

i. You must commence the repairs, or reconstruction or reinstatement of the Insured Property, within a reasonable time after the date of damage or destruction. You must complete the repairs, reconstruction or reinstatement within reasonable time, in any case not beyond 12 months from the date of damage of destruction, or within such time as We may allow in writing.
ii. If Our Liability is reduced under any term or condition of this Policy, Our liability under this extension will also be proportionately reduced.
iii. The total amount recoverable under any item of the policy shall not exceed the sum insured thereby.
iv. All other terms and conditions of this Policy will apply to this extension.
v. These costs will not include
    a. the costs incurred for complying with such regulations,
        - for destruction or damage occurring before Commencement Date,
        - for destruction or damage not insured under this Policy
        - under which You have received notice before the destruction or damage occurred.
    b. any additional cost required to repair or reconstruct the Insured Property to a condition equal to its condition when new, had the need to comply with the regulation not arisen.
    c. the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the Insured Property or by the owner thereof by reason of compliance with any of the aforesaid regulations or bye-laws.

CLAUSE D. SPECIFIC EXCLUSIONS APPLICABLE TO SECTION 7 A – BHARAT LAGHU UDYAM SURAKSHA

We do not cover losses or expenses, or any loss, damage to, or destruction of the Insured Property, directly or indirectly as a result of or if caused by or arising from events, stated below:

1.
   i. Excess of 5 % of each claim, subject to a minimum of ₹ 10,000 (Rupees Ten Thousand). This means that We will deduct 5 % of each claim, subject to a minimum of ₹ 10,000 (Rupees Ten Thousand) for each and every loss suffered by You under the terms of this policy.
   ii. For terrorism risk the excess shall be as per the clause attached to this policy.
2. Your deliberate, wilful or intentional act or omission, or of anyone on Your behalf, or with Your connivance.
3. Loss, damage or destruction to any electrical/electronic machine, apparatus, fixture, or fitting by over-running, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity from whatever cause (lightning included). This exclusion applies only to the particular machine so lost, damaged or destroyed. However, any ensuing loss or damage to other insured property due to operation of an insured peril is covered.
4. Loss, destruction or damage to the stocks in cold storage premises caused by change of temperature.
5. Loss, or damage by spoilage resulting from the retardation or interruption or cessation of any process or operation caused by operation of any of the Insured Events.
6. Your Premises or any Insured Building remaining continuously unoccupied for a period of more than 30 days, unless You have obtained prior written approval from Us and such approval is recorded as an endorsement on the Policy.
7. War, invasion, act of foreign enemy hostilities or war-like operations (whether war is declared or not), civil war, mutiny, civil commotion amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
8. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component that is part of it.
9. Pollution or contamination, unless
   i. the pollution or contamination itself has resulted from an Insured Event, in which case only physical damage to the Insured Property is covered, or
   ii. an Insured Event itself results from pollution or contamination.
10. Loss, destruction or damage to bullion or unset precious stones, any curios or works of art unless such amount is declared separately and recorded in the Policy Schedule.
11. Loss of any Insured Property which is missing or has been mislaid, or its disappearance cannot be linked to any single identifiable Insured Event.
12. Loss or damage to any Insured Property removed from Your Premises to any other place, except
   i. machinery and equipment temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding 60 days,
   ii. Stock covered under **Clause (C) (4.2)** of this Policy.
13. Any reduction in market value of any Insured Property after its repair or reinstatement.
14. Loss or damage to any Insured Property or any claim which is covered by a marine policy in force at the time of loss or damage, except in excess of the limits of that policy.
15. Any consequential or indirect loss or damage of any description, i.e. losses or extra costs (financial or non-financial) that follow or are a consequence of an Insured Event, like, loss by delay, loss of income or wages or earnings, or of market, or of time, medical expenses, or any costs not covered by this Policy.
16. Costs, fees or expenses for preparing any claim.

CLAUSE E. WHAT WE PAY

If any Insured Property is physically damaged, lost or destroyed, We will pay You as follows:

1. Partial Loss:
   i. If any Insured Property is a Partial Loss, We will reimburse to You the cost of repairs to the extent required to bring that Property to a condition substantially the same as, but not superior, better or more extensive than its condition if it were new on the date it was damaged.
   ii. If any Insured Stock is a Partial Loss We will pay You to the extent of the loss of such Partial Loss.
2. If Building or **Plant** and Machinery or Furniture, Fixture, Fittings is a **Total Loss**, We will pay You for

i. The Reinstatement/Replacement Value of the Building or Plant and Machinery or Furniture, Fixture, Fittings.
ii. Reconstruction of the new building on the same site, or another site. If You reconstruct the new Building or Reinstate the Plant and Machinery or Furniture, Fixture, Fittings on another site We will not pay You more than what We would pay to reconstruct or replace on the same site.
iii. Reinstatement using standard material readily available and in common use for similar type of Building.

3. If the Stock is a **Total Loss**, We will pay You as follows:
   i. landed cost at Your Premises for Stock of raw materials,
   ii. total manufacturing cost for Stock of finished goods,
   iii. the input value of Stock in process at the time loss,
   iv. The **Contract Price** in case of goods sold but not dispatched and lying within Your premises for which You are responsible under the terms of a contract of sale. We will pay Your claim on the basis of the **Contract Price**, if the sale is cancelled wholly or to the extent of loss or damage caused by an Insured Event covered by this Policy. For the purposes of this para, the value of all goods to which this basis of settlement could apply in the event of loss or damage will also be ascertained on the same basis.
4. You must commence the repairs or Reinstatement within a reasonable time after the date of the damage or destruction. You must complete the repairs or Reinstatement within reasonable time, in any case not beyond 12 months from the date of damage or destruction, or within such time as We may allow in writing.
5. If You fail to start the work of the repairs or Reinstatement within reasonable time, or to complete the repairs or Reinstatement within time We will pay Your claim based on the Market Value of the Building, Plant and Machinery, Furniture, Fixture, Fittings as the case maybe.
6. We will pay the Market Value of the Building, Plant and Machinery, Furniture, Fixture and Fittings at the time it is a Total Loss, but not more than the relevant Sum Insured,
   i. if the Building cannot be Reinstated or rebuilt due to Municipal, State or Central law, rules, regulations or bye-laws,
   ii. if You do not wish to Reinstate the Building, Plant and Machinery, Furniture, Fixture, Fittings.
7. We will also pay other amounts mentioned in **Clause C (4)** of this Policy.

NOTE: In any claim, We will not pay more than the relevant Sum Insured, subject to Underinsurance as stated in Clause F of this Section:

CLAUSE F. UNDERINSURANCE

1. The Sum Insured for each item of Insured Property must be sufficient to pay for Reinstatement/Replacement of that Property on the date of loss. If the Reinstatement/Replacement Value of the Insured Property, in totality, including additions, alterations, erections and new acquisitions, is more than the Sum Insured, except to the extent waived in **Clause F (3)** of this Policy, it amounts to underinsurance, and will reduce proportionate to the difference from the amount that We will pay for Your claim.
2. Every item of Insured Property is subject to this condition separately.
3. Under this Bharat Laghu Udyam Suraksha section, We will waive underinsurance upto 15%.
4. If at the time of damage the Sum Insured applicable to the relevant Buildings, Plant and Machinery, Furniture, Fixture, Fittings, Stocks and other contents is less than 85% of the value of Insurable Assets, You will be responsible for the difference and You will bear a proportionate share of the loss.
5. Underinsurance will not apply to Cover for Specific Contents.

NOTE: The cost for Reinstatement of additions made to Insured Property during the Policy Period will be reckoned from the date of addition.

CLAUSE G. SPECIFIC CONDITIONS APPLICABLE TO SECTION 7 A – BHARAT LAGHU UDYAM SURAKSHA

I. Your Obligations

1. Make true and full disclosure in the proposal and related documents

i. You have a duty of disclosure to tell Us everything You know, or could reasonably be expected to know, that is relevant to Us for deciding whether to give You insurance cover and on what terms. You owe this duty to disclose such relevant material information even if We have not specifically asked for it. This duty extends to any information or declarations given by anyone else on Your behalf.

ii. We have agreed to give You insurance cover entirely on the basis of the information You, or anyone on Your behalf, have given Us in the proposal, statements and other declarations and documents (in writing or electronic) about Yourself, the Building, Plant and Machinery, Furniture, Fixture, Fittings, Stocks and other Contents. The correct and complete information You give is the basis of Our contract with You. Our promise to pay is conditional upon the truth of these statements and on the assumption that You, or anyone on Your behalf, has not withheld any material information about Yourself, the Building, Plant and Machinery, Furniture, Fixture, Fittings, Stocks and other Contents.

2. **Make true statements and full disclosure in the claim and related documents**
   You must also give true and full information in Your claim and submit true documents. If You give any false information or document in the claim, or if You withhold any information or document (written or electronic), We have a right to refuse payment of Your claim. We may also cancel Your policy.
3. **Obligation to take care:** You must:
   i. ensure that unauthorised persons do not occupy Your Premises
   ii. whenever Your Premises or any Building in Your Premises is unoccupied, You must ensure that all security procedures on Your Premises are in force.
4. **Inform change in circumstances:**
   You must inform Us immediately if:
   i. You change the nature of Your Business or any processes,
   ii. You let out Your Premises or any part, or Your Premises will no longer be solely occupied by You
   iii. You change the use of Your Premises or any Building,
   iv. Your Premises or any Building remains unoccupied for more than 30 days.
5. **Allow inspection and investigation of claim**
   You must allow and give full cooperation for the survey/investigation of Your claim by Us. You must allow Us, and any surveyor, officer or other representative that We authorise, to enter Your Premises, inspect it, take photographs and where required, permit the scientific testing and investigation of any insured article affected by the insured peril, You must answer all questions asked regarding Your claim truthfully and completely, and submit all documents that We will require.
6. **Follow claim procedure**
   When You suffer any loss or damage to any Insured Property, and wish to make a claim, You must follow all steps stated in this Policy about immediate reporting to Us and to the appropriate Legal Authorities as per **Clause G (IV)** of this Policy.

II. Cancellation and Termination of the Section

Automatic termination of this section:

This Policy will automatically end in the following cases:

a. **Destruction of any Insured Building**: This Policy will automatically end 7 (seven) days after any Insured Building collapses or is displaced or destroyed by reason other than any Insured Event. If a separable part of any Insured Building falls down or is destroyed by reason other than any Insured Event, the cover will end for such part or additional structure.
b. You can apply within 7 (seven) days of such fall or destruction for continuing insurance cover. We may agree, but will not be bound, to continue the cover on revised rates, terms and conditions.
c. **Change of use or ownership of Insured Property**: The Policy will end in regard to the Insured Property affected, unless You have obtained Our prior consent in writing as an Endorsement on the Policy,
   i. if You change the trade or manufacture, or the nature of Your occupation, or You change other circumstances relating to the Building or a building containing any Insured Property in such a way as to increase the risk of loss or damage by Insured Events;
   ii. if Your interest in any Insured Property passes to another except by will or operation of law.
d. **Sale of Insured Property:** This Policy will end when You sell, surrender or release Your interest in any Insured Property or its part.
e. **Exhaustion of Sum Insured**: If any Insured Property is lost, destroyed or stolen, or is a Total Loss, and We pay You the full Sum Insured for such item, the insurance cover for that item will automatically end. If We pay the total Sum Insured for any claim, this Policy will end.
f. **Effect of death**: If You are an individual, in the event of Your unfortunate death the Insurance Covers that You have purchased will continue for the benefit of Your legal representative/s during the Policy

Period subject to all the terms and conditions of this Policy.

g. **Policy not invalidated**: The Policy is not invalidated:
   i. by transfer of Your interest in the Policy by operation of law, if that occurs during the Policy Period. We can continue this policy on same or modified terms in favour of Your legal representatives if they apply for this purpose within 30 days of such transfer;
   ii. by any act, omission, or alteration unknown to You, or beyond Your control, that increases the risk of loss or damage, if You give notice to Us immediately when You become aware of the act, omission or alteration, and pay additional premium if required; or
   iii. if Your employees or workmen carry out repairs, maintenance work or minor alterations in the Insured Property.

III. Claims Procedure

If You suffer a loss because of an Insured Event, You must make a claim for Your financial loss at Your cost. The procedure for making a claim is given below. These include things that **You must do**, and that **You must not do**. It is important to comply with these to ensure that it does not prejudice Your claim in any manner.

1. Immediate notice to Us

a. As soon as any loss or physical damage occurs to any Insured Property due to an Insured Event, You must immediately give notice to Us of the loss or damage. This is necessary so that We can survey/investigate the loss or damage.
b. You can give notice to any of Our offices or call centers.
c. You must state in this notice
   i. the Policy Number,
   ii. Your name,
   iii. details of report to the police that You made,
   iv. details of report to any Authority that You made,
   v. details of the Insured Event,
   vi. a brief statement of the loss,
   vii. particulars of any other insurance of the Insured Property, Your Premises or any other Property on Your Premises,
   viii. details of loss or damage under Add-ons, if any, and
   ix. submit photographs of loss or physical damage, wherever possible.

2. Steps to prevent loss and damage

a. You must take all reasonable steps to prevent further loss or damage to the Insured Property.
b. Until We have inspected the Insured Property and Your Premises, and have given Our consent,
   i. You must not sell, give away or dispose of any damaged items of any property,
   ii. You must not wash or clean, or remove any damaged item or debris, except for any urgent necessity, and
   iii. You must not carry out repairs unless such repairs are urgent and You cannot contact Us

3. Immediate notice to authorities

a. As soon as any loss or damage occurs to the Insured Property, You must give immediate report to appropriate legal authorities. For example, You must report to the fire brigade of the local authority and the police if there is damage by fire/ explosion / implosion or lightning. In case of subsidence /landslide/rockslide, You must inform the District Administration. In the event of impact damage of any kind or Riot Strikes, Malicious acts and acts of terrorism, You must inform the police. If there is a theft within 7 (seven) days following an Insured Event, You must inform the police.
b. We may but not necessarily, waive this condition if We are satisfied that by reason of extreme hardship it was not possible for You or any other person on Your behalf to give such report.

4. Submit claim

I.

a. You must submit Your claim in Our claim form at the earliest opportunity, but within 30 days from the date You first notice the loss or damage. The claim form is available in any of Our branches, and on Our web-site.
b. You must state in Your claim the details of any other insurance policy that covers the damage or loss for

which You have filed Your claim, whether You have purchased such other insurance, or someone else has purchased it for You.

II. We shall not be liable for any loss or damage after the expiry of 12 months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration. If We disclaim liability for a claim You have made and if the claim is not made a subject matter of a suit in a court of law within a period of 12 months from the date of disclaimer, the claim shall not be recoverable hereunder.

5. Establish Loss

You must prove that the Insured Event has occurred, and the extent of loss or physical damage You have suffered with full details,

i. You must support Your claim for Insured Property with plans, specification books, vouchers, invoices pertaining to costs incurred by You for reconstruction/replacement/repairs.
ii. You must allow Us, Our officers, surveyors or representatives to inspect the Insured Property, and to take measurements, samples, damaged items or parts, and photographs that are relevant.
iii. You must give Us authority to see the relevant records and get information about the Event and Your loss from the police or any other authority.
iv. You must give Us when We request any additional information that We require for verifying Your claim.

6. Fraudulent claim

If You, or anyone on Your behalf, make a false or fraudulent claim, or support a claim with any false or fraudulent statement or documents:

i. We will not pay the claim,
ii. We can cancel the Policy: in such a case, You will lose all benefits under this Policy and premium that You have paid, and
iii. We can also inform the police and start legal proceedings against You.

7. Other insurance

i. If You have any other policy with Us or any other Insurance Company (taken by You or by anyone else for You) covering in whole or in part any claim that You have made under this Policy, You have a right to ask for settlement of Your claim under any of these policies.
ii. If You choose to claim under this Policy from Us, We will settle Your claim within the limits and the terms and conditions of this Policy.
iii. After We pay the amount under Your claim, We have the right to ask for contribution from the Insurers that have given You the other policies.
iv. We will ensure that Our actions do not impose any liability on You.

8. Our rights relating to Insured Property

i. We must investigate/survey that Your claim is covered by this Policy. For this purpose, We will give You notice and request Your cooperation as follows:
   a. We and Our representatives will visit Your premises, inspect the Insured Property
   b. We will ask You to give to Us any items of the Contents of Your premises for the purposes examination, testing, or any other investigation,
   c. We will dispose of or deal with or sell any item of the Contents of Your Premises for which loss We have paid completely.
ii. We will ensure that Our actions will not impose any liability on You.

9. Recovery action by Us

i. When We accept and pay Your claim under the Policy, We can start legal proceedings to recover the amount or property from the third party who has caused the loss or damage to Your Insured Property. You must give authority to Us to take such action and exercise this right effectively, when We request You, whether before or after making payment of Your claim. You must give all information, cooperation, assistance and help for this purpose. You must not do anything which will prejudice Our right.
ii. Any amount We recover from such person will be applied first to the costs of the legal proceedings and recovery, then to the claim amount We have paid or must pay to You. We will pay You any balance.

iii. You can start legal proceedings against any person who has caused the loss or damage only with Our prior consent, and on conditions that We will impose. You must not compromise or settle any claim against such person without Our consent. If You recover any amount from such person, You must return to Us the amount We have paid for Your claim. We can take over the conduct of legal proceedings that You have started and continue the proceedings in Your name.

CLAUSE H. CHANGES TO COVERS

1. You can choose to make changes to the covers of this section, for example, take additional cover, or increase or reduce any Sum Insured. You must make a proposal or request for any change. It will be effective only after We have accepted Your proposal, and You have paid the additional premium where applicable.
2. This Policy (including the Policy Schedule, the proposal, declarations and the Endorsements) consists of the entire contract between You and Us.

CLAUSE I. OTHER DETAILS

1. **Designation of Insured Property**
   For the purpose of determining under which item any Property is insured, We agree to accept the designation under which such Property appears in Your books of account.

B. STANDARD FIRE AND SPECIAL PERIL POLICY

(Applicable for Sum Insured exceeding INR 50 crore)

We will indemnify You in respect of loss or damage to the Property as specified in the Policy Schedule/Certificate of Insurance, due to

Perils Covered

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 of property insured by order of any Public Authority.

II. Lightning

III. Explosion/Implosion

Excluding loss, destruction of or damage

a) To boilers (other than domestic boilers), economizers 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 and Malicious Damage

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

a) total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.

b) Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or 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 of 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**
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. (Wherever earthquake cover is given as an "add 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 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 loss, destruction or damage caused by
a) Repairs or alterations to the buildings or premises
b) Repairs, Removal or Extension of the Sprinkler Installation
c) Defects in construction known to the Insured.

XII. **Bush Fire**
Excluding loss, destruction or damage caused by Forest Fire.

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

SPECIFIC EXCLUSIONS APPLICABLE TO SECTION 7 B (STANDARD FIRE AND SPECIAL PERIL POLICY)

1. This Policy does not cover (not applicable to policies covering dwellings)
a) The first 5% of each and every claim subject to a minimum of Rs. 10,000 in respect of each and every loss arising out of "Act of God perils" such as Lightning, STFI, Subsidence, Landslide and Rock slide covered under the policy.
b) The first Rs. 10,000 for each and every loss arising out of other perils in respect of which the Insured is indemnified by this policy.
The Excess shall apply per event per insured.

2. Loss, destruction or damage caused by war, invasion, act of foreign enemy hostilities or war like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.

3. Loss, destruction or damage directly or indirectly caused to the property insured by
a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

b. the radioactive toxic, explosives or other hazardous properties of an explosive nuclear assembly or nuclear component thereof

4. Loss, destruction or damage caused to the insured property by pollution or contamination excluding
   a. pollution or contamination which itself results from a peril hereby insured against.
   b. Any peril hereby insured against which itself results from pollution or contamination.
5. Loss, destruction or damage to bullion or unset precious stones, any curios or works of art for an amount exceeding Rs. 10000/-, goods held in trust or on commission, manuscripts, plans, drawings, securities, obligations or documents of any kind, stamps, coins or paper money, cheques, books of accounts or other business books, computer systems records, explosives unless otherwise expressly stated in the policy.
6. Loss, destruction or damage to the stocks in Cold Storage premises caused by change of temperature.
7. Loss, destruction or damage to any electrical machine, apparatus, fixture, or fitting arising from or occasioned by over-running, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity from whatever cause (lightning included) provided that this exclusion shall apply only to the particular electrical machine, apparatus, fixture or fitting so affected and not to other machines, apparatus, fixtures or fittings which may be destroyed or damaged by fire so set up.
8. Expenses necessarily incurred on (i) Architects, Surveyors and Consulting Engineer's Fees and (ii) Debris Removal by the Insured following a loss, destruction, or damage to the Property Insured by an insured peril in excess of 3% and 1% of the claim amount respectively.
9. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
10. Loss, or damage by spoilage resulting from the retardation or interruption or cessation of any process or operation caused by operation of any of the perils covered.
11. Loss by theft during or after the occurrence of any insured peril except as provided under Riot, Strike and Malicious Damage cover.
12. Any Loss or damage occasioned by or through or in consequence directly or indirectly due to earthquake, Volcanic eruption or other convulsions of nature.
13. Loss or damage to property insured if removed to any building or place other than in which it is herein stated to be insured, except machinery and equipment temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding 60 days.

SPECIFIC CONDITIONS APPLICABLE TO SECTION 7 B (STANDARD FIRE AND SPECIAL PERIL POLICY)

1. **Fall or Displacement of Buildings**

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

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

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

2. **Alteration**

   Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the Insured, before the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the policy by or on behalf of the Company:-

   a. If the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building insured or containing the insured property be changed in such a way as to increase the risk of loss or damage by Insured Perils.
   b. If the building insured or containing the insured property becomes unoccupied and so remains for a period of more than 30 days. This condition will not be applicable for Policies covering “Dwellings”.
   c. If the interest in the property passes from the insured otherwise than by will or operation of law.

3. **Marine Clause**

This insurance does not cover any loss or damage to property which, at the time of the happening of such loss or damage, is insured by or would, but for the existence of this policy, be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected.

4. **Loss Notification**

I. On the happening of any loss or damage the Insured shall forthwith give notice thereof to the Company and shall within 15 days after the loss or damage, or such further time as the Company may in writing allow in that behalf, deliver to the Company

a. A claim in writing for the loss or damage containing as particular an account as may be reasonably practicable of all the several articles or items or property damaged or destroyed, and of the amount of the loss or damage thereto respectively, having regard to their value at the time of the loss or damage not including profit of any kind.

b. Particulars of all other insurances, if any

The Insured shall also at all times at his own expense produce, procure and give to the Company all such further particulars, plans, specification books, vouchers, invoices, duplicates or copies thereof, documents, investigation reports (internal/external), proofs and information with respect to the claim and the origin and cause of the loss and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of the liability of the Company as may be reasonably required by or on behalf of the Company together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

No claim under this policy shall be payable unless the terms of this condition have been complied with.

II. In no case whatsoever shall the Company be liable for any loss or damage after the expiry of 12 months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration; it being expressly agreed and declared that if the Company shall disclaim liability for any claim hereunder and such claim shall not within 12 calendar months from the date of the disclaimer have been made the subject matter of a suit in a court of law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

5. **Right of Entry**

On the happening of loss or damage to any of the property insured by this policy, the Company may

a. Enter and take and keep possession of the building or premises where the loss or damage has happened.

b. Take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage.

c. Keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same.

d. Sell any such property or dispose of the same for account of whom it may Concern.

The powers conferred by this condition shall be exercisable by the Company at any time until notice in writing is given by the insured that he makes no claim under the policy, or if any claim is made, until such claim is finally determined or withdrawn, and the Company shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to the Insured or diminish its rights to rely upon any of the conditions of this policy in answer to any claim.

If the insured or any person on his behalf shall not comply with the requirements of the Company or shall hinder or obstruct the Company, in the exercise of its powers hereunder, all benefits under this policy shall be forfeited.

The Insured shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not.

6. **Option to Reinstate**

If the Company at its option, reinstate or replace the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or join with any other Company or Insurer(s) in so doing, the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Company be bound to expend more

in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage nor more than the sum insured by the Company thereon. If the Company so elect to reinstate or replace any property the insured shall at his own expense furnish the Company with such plans, specifications, measurements, quantities and such other particulars as the Company may require, and no acts done, or caused to be done, by the Company with a view to reinstatement or replacement shall be deemed an election by the Company to reinstate or replace.

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

7. **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 rateable proportion of the loss accordingly. Every item, if more than one of the policy shall be separately subject to this condition.

8. **Reinstatement of Sum Insured**

   At all times during the period of insurance of this policy the insurance cover will be maintained to the full extent of the respective sum insured in consideration of which upon the settlement of any loss under this policy, pro-rata premium for the unexpired period from the date of such loss to the expiry of period of insurance for the amount of such loss shall be payable by the insured to the Company.

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

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

SECTION 8 - CONSEQUENTIAL LOSS

OPERATIVE CLAUSE

In consideration of the Insured named in the Schedule hereto having paid to Go Digit General Insurance Limited (hereinafter called the Company), the premium mentioned in the Schedule, the Company agrees (subject to Special Conditions and Exclusions contained herein or endorsed or otherwise expressed hereon and also to the Conditions and Exclusions contained in the Fire Policy covering the interest of the Insured in the property at the premises) that if any building or other property or any part thereof used by the Insured at the premises for the purpose of the Business, be destroyed or damaged by the perils covered under the Section 7 (Destruction or damage so caused being hereafter termed Damage), and the Business carried on by the Insured at the Premises be in consequence thereof interrupted or interfered with, then the company will pay to the insured in respect of each item in the Schedule hereto the amount of loss resulting from such interruption or interference in accordance with the Provisions contained therein:

PROVIDED THAT:

a. Such Damage is caused at any time after payment of the premium during the period of Insurance named in the Schedule or any subsequent period in respect of which the Insured shall have paid and the Company shall have accepted the premium required for the renewal of the policy.
b. At the time of the happening of the Damage there shall be in force Section 4 covering the interest of the Insured in the property at the premises against such Damage and that payment shall have been made or liability admitted there under. However, the Proviso shall not apply where payments is not made under

FIRE section, solely due to operation of a proviso in FIRE section excluding liability for losses below a specified amount.

c. The liability of the Company shall in no case exceed in respect of each item the sum expressed in the said Schedule to be insured thereon or in the whole the total sum insured hereby or such other sum or sums as may hereafter be substituted there for by memorandum duly signed by or on behalf of the Company.

SPECIFIC CONDITIONS APPLICABLE TO SECTION 8: CONSEQUENTIAL LOSS

1. 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 be made either in the business or in the premises or property therein whereby the risk of Damage is increased, at any time after the commencement of this insurance, unless its continuance be admitted by memorandum signed by or on behalf of the Company.

2. Notice shall be given to the Company of alteration in existing blocks, addition of new blocks and/or premises and/or deletion of existing blocks and/or premises during the Policy Period to enable the company to determine whether the basis rate of the Policy undergoes a change as a result of such inclusions/exclusions and to effect necessary adjustments in the premium under this Policy.
3. On the happening of any Damage 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 Indemnity 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 insurances (if any) covering the damage or any part of it or consequential loss of any kind resulting therefrom.
   d at his own expense produce or procure and give to the Company such books of account and other business books, vouchers, invoices, balance sheets and other 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 a declaration on oath or in other legal form of the Truth of the claim and of any matters connected therewith.

   No claim under this Policy shall be payable unless the terms of this condition have been complied with and 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.
4. In no case whatsoever shall the Company be liable in respect of any claim under this Policy after the expiration of:
   a One year from the end of the period of indemnity or if later,
   b Three months from the date on which payment shall have been made or liability admitted by the Insurers covering the Damage giving rise to the said claim, unless the claim is the subject of pending action or Arbitration.
5. The Policy and the Schedule annexed (which forms an integral part of this Policy) shall be read together as one contract, and words and expressions to which specific meanings have been attached in any part of this Policy or of the Schedule shall bear such specific meanings wherever they may appear.
6. This insurance does not cover any loss resulting from damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely:-
   a War, Invasion, act of foreign enemy, hostilities or Warlike Operations (whether war be declared or not), Civil War.
   b Mutiny, Civil Commotion assuming the proportion of or amounting to a popular-rising, military rising, insurrection, rebellion, revolution, military or usurped power.

   In any action suit or other proceeding where the Company alleges that by reason of the provision of this condition any loss or damage is not covered by this Insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.

7. At all times during the period of insurance of this Policy, the insurance cover will be maintained to the full extent of the respective sum insured in consideration of which, upon the settlement of any loss under this Policy, pro-rata premium for the unexpired period from the date of such loss to the expiry of period of insurance for the amount of such loss shall be payable by insured to the company.
   The additional premium referred above shall be deducted from the net claim amount payable under the Policy. This continuous cover to the full extent will be available notwithstanding any previous loss for which the company may have paid hereunder and irrespective of the fact whether the additional premium as mentioned above has been actually paid or not following such loss. The intention of this condition is to ensure continuity of the cover to the Inured subject only to the right of the Company for deduction from the claim amount when settled of pro-rata premium to be calculated from the date of loss till expiry of the Policy.
   Notwithstanding what is stated above, the Sum Insured shall stand reduced by the amount of loss in case the Insured, immediately on occurrence of the loss, exercises his option not to reinstate the Sum Insured as above.

CONSEQUENTIAL LOSS INSURANCE SPECIFICATIONS

Specification A – Insurance on Gross Profit on Turnover Basis

Item No.	Item	Sum Insured
1.	Gross Profit	As mentioned in Policy schedule
2.	Total Sum Insured	As mentioned in Policy schedule

The insurance under Item "**Insurance on Gross Profit on Turnover Basis**" is limited to loss of Gross Profit due to (a) Reduction in Turnover and (b) Increase in Cost of Working and the amount payable as indemnity thereunder shall be: -

a) IN RESPECT OF REDUCTION IN TURNOVER: the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall, in consequence of the Damage, fall short of the Standard Turnover.
b) IN RESPECT OF INCREASE IN COST OF WORKING: the addition expenditure (subject to the provisions of Memo 2) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of the Damage but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided,

Less any sum saved during the Indemnity Period in respect of such of the Insured Standing Charges as may cease or be reduced in consequence of the Damage,

Provided that if the Sum Insured by this Item be less than the sum produced by applying the Rate of Gross Profit to (where the Indemnity Period exceeds 12 months insert 'times' as may be appropriate e.g. for 18 months insert one and a half times) the Annual Turnover, the amount payable shall be proportionately reduced.

Departmental Clause:
"If the Business be conducted in departments, the independent trading results of which are ascertainable, the provision of Clause (a) and (b) of Item 1 shall apply separately to each department affected by the Damage except that if the Sum Insured by the said item be less than the aggregate of the sum produced by applying the Rate of Gross Profit for each department of the Business (whether affected by the Damage or not), to the relative Annual Turnover thereof, the amount payable shall be proportionately reduced."

Definitions

1. **GROSS PROFIT** – The sum produced by adding to the Net Profit the amount of the Insured Standing charges, or if there be no Net Profit the amount of the Insured Standing Charges less such a proportion of any net trading loss as the amount of the Insured Standing Charges bears to all the Standing Charges of the Business.
2. **NET PROFIT –** The net trading profit (exclusive of all capital receipts and accretions and all outlay properly chargeable to capital) resulting from the Business of the Insured at the premises after due provision has been made for all Standing and other charges including depreciation, but before the deduction of any taxation chargeable on profits.
   INSURED STANDING CHARGES – (As mentioned in Policy Schedule)
3. **TURNOVER –** The money paid or payable to the Insured for goods sold and delivered and for services rendered in course of the Business at the premises.
4. **INDEMNITY PERIOD –** the period beginning with the occurrence of the Damage and ending not later than months mentioned in Policy Schedule, thereafter during which the results of the Business shall be affected in consequence of the Damage.

<table>
<tr><td>RATE OF GROSS PROFIT – the Rate of Gross Profit earned on the Turnover during the financial year immediately before the date of the damage.</td><td rowspan="3">To which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or special circumstances affecting the business either before or after the Damage or which would have affected the Business had the Damage not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which, but for the Damage, would have been obtained during the relative period after the Damage.</td></tr>
<tr><td>ANNUAL TURNOVER – the Turnover during the twelve months immediately before the date of the Damage.</td></tr>
<tr><td>STANDARD TURNOVER – the Turnover during that period in the twelve months immediately before the date of the Damage which corresponds with the Indemnity Period</td></tr>
</table>

Memo 1: If during the Indemnity Period goods shall be sold or services shall be rendered elsewhere than at the premises for the benefit of the business either by the Insured or by others on his behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Turnover during the Indemnity Period.

Memo 2: If any Standing Charges of the business be not insured by this policy then in computing the amount recoverable hereunder as increase in Cost of Working that proportion only of the additional expenditure shall be brought into account which the sum of the Net Profit and the Insured Standing Charges bears to the sum of the Net Profit and all the Standing Charges.

Memo 3: If the Insured declares, at the latest twelve months after the expiry of any Period of Insurance, that the Gross Profit earned (or a proportionately increased multiple thereof where the maximum Indemnity Period exceeds 12 months) during the accounting period of 12 months most nearly concurrent with any period of Insurance, as certified by the Insured's Auditors, was less than the Sum Insured thereon, a pro-rata return of premium not exceeding 50% of the premium paid on such Sum Insured for such period of Insurance shall be made in respect of the difference. Where, however, the declaration is not received by the Company within twelve months after the expiry of the period of insurance, no refund shall be admissible.

If any damage has occurred giving rise to a claim under this policy, such return shall be made in respect only of said difference as is not due to the damage.

Specification B – Insurance on Gross Profit on Output Basis

Item No.	Item	Sum Insured
1.	On Gross Profit	As mentioned in Policy Schedule

The insurance under Item No. "**Insurance on Gross Profit on Output Basis**" is limited to loss of Gross Profit due to (a) Reduction in Output and (b) increase in Cost of Working and the amount payable as indemnity thereunder shall be: -

a) IN RESPECT OF REDUCTION IN OUTPUT: the sum produced by applying the Rate of Gross Profit to the amount by which the Output during the Indemnity Period shall, in consequence of the Damage, fall short of the Standard Output.
b) IN RESPECT OF INCREASE IN COST OF WORKING: the additional expenditure (subject to the provisions of Memo 2) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Output which but for that expenditure would have taken place during the Indemnity period in consequence of the Damage but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided.

Less any sum saved during the Indemnity Period in respect of such of the Insured Standing Charges as may cease or be reduced in consequence of the Damage;

Provided that if the Sum Insured by this Item be less than the sum produced by applying the Rate of Gross Profit to * the Annual Output, the amount payable shall be proportionately reduced.

* Insert that appropriate multiple if the indemnity period exceeds 12 months.

Departmental Clause:

If the business be conducted in departments, the independent trading results of which are ascertainable, the provision of Clauses (a) and (b) of Item 1 shall apply separately to each department affected by the damage except that if the Sum Insured by the said item be less than the aggregate of the sum produced by applying the rate of gross profit for each department of the business (whether affected by the damage or not) to the relative Annual Output thereof, the amount payable shall be proportionately reduced.

Definitions

GROSS PROFIT – The sum produced by adding to the Net Profit the amount of the insured Standing Charges, or if there be no Net Profit the amount of the Insured Standing Charges less such a proportion of any net trading loss as the amount of the Insured Standing Charges bears to all the Standing Charges of the business.

NET PROFIT – The net trading profit (exclusive of all capital receipt and accretions and all outlay properly chargeable to capital) resulting from the business of the Insured at the premises after due provision has been made for all Standing and other charges including depreciation, but before the deduction of any taxation chargeable on profits.

INSURED STANDING CHARGES – (As mentioned in Policy Schedule)

OUTPUT – the quantity of + produced at the premises measured in units of+ +

INDEMNITY PERIOD – the period beginning with the occurrence of the damage and ending not later than Months mentioned in Policy Schedule thereafter during which the results of the business shall be affected in consequence of the damage.

+ description of commodity produced by the Insured as mentioned in Policy Schedule.

++ Unit of weight used as mentioned in Policy Schedule

<table>
<tr><td>RATE OF GROSS PROFIT – the rate of Gross Profit per unit earned on the output during the financial year immediately before the date of the damage</td><td rowspan="3">To which such adjustments shall be made as may be necessary to provide for the trend of the business and for variations in or special circumstances affecting the business either before or after the damage or which would have affected the business had the damage not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which, but for the damage, would have been obtained during the relative period after the damage.</td></tr>
<tr><td>ANNUAL OUTPUT – the output during the twelve months immediately before the date of damage</td></tr>
<tr><td>STANDARD OUTPUT – the output during that Period in the twelve months immediately before the date of the damage which corresponds with the Indemnity Period</td></tr>
</table>

Memo 1: If during the Indemnity Period goods shall produce elsewhere than at the premises for the benefit of the business either by the Insured or by others on the insured's behalf the quantity so produced shall be brought into account in arriving at the Output during the Indemnity Period.

Memo 2: If any Standing Charges of the business be not insured by this policy then in computing the amount recoverable hereunder as increase in Cost of Working that proportion only of the additional expenditure shall be brought into account which the sum of the Net Profit and the Insured Standing Charges bears to the sum of the Net Profit and all the Standing Charges.

Memo 3: If the Insured declares, at the latest twelve months after the expiry of any Period of Insurance, that the Gross Profit earned (or a proportionately increased multiple thereof where the maximum Indemnity Period exceeds 12 months) during the accounting period of 12 months most nearly concurrent with any period of Insurance, as certified by the Insured's Auditors, was less than the Sum Insured thereon, a pro-rata return of premium not exceeding 50% of the premium paid on such Sum Insured for such period of Insurance shall be made in respect of the difference. Where, however, the declaration is not received by the Company within twelve months after the expiry of the period of insurance, no refund shall be admissible.

If any damage has occurred giving rise to a claim under this policy, such return shall be made in respect only of said difference as is not due to the damage.

Specification C - "Difference" Basis

Item No.	Item	Sum Insured
1.	On Gross Profit	As mentioned in Policy Schedule

The insurance under Item " **Difference" Basis**" is limited to loss of Gross Profit due to (a) Reduction in Turnover and (b) increase in Cost of Working and the amount payable as indemnity thereunder shall be: -

a) IN RESPECT OF REDUCTION IN TURNOVER: the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall, in consequence of the Damage, fall short of the Standard Turnover.

b) IN RESPECT OF INCREASE IN COST OF WORKING: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for that expenditure would have taken place during the Indemnity period in consequence of the Damage but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided.

Less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the business payable out of the Gross Profit as may cease or be reduced in consequence of the Damage;

Provided that if the Sum Insured by this Item be less than the sum produced by applying the Rate of Gross Profit to * the Annual Turnover, the amount payable shall be proportionately reduced.

* Insert the appropriate multiple if the Indemnity Period exceeds 12 months.

Departmental Clause:

If the business be conducted in departments, the independent trading results of which are ascertainable, the provision of Clauses (a) and (b) of Item 1 shall apply separately to each department affected by the damage except that if the Sum Insured by the said item be less than the aggregate of the sum produced by applying the rate of gross profit for each department of the business (whether affected by the damage or not) to the relative Annual Turnover thereof, the amount payable shall be proportionately reduced.

Definitions

GROSS PROFIT – The amount by which

i. the sum of the Turnover and the amount of the Closing Stock shall exceed.

ii. The sum of the amount of the Opening Stock and the amount of the Specified Working Expenses

Note 1- The amount of the Opening and Closing Stocks shall be arrived at in accordance with Insured's normal accountancy methods, due provisions being made for depreciation.

Specified Workings Expenses:-

1. All Purchases (less Discounts Received) ;
2. % Of the Annual Wage Roll (including Holiday and Insurance contributions);
3. Power;
4. Consumable Stores;
5. Carriage;
6. Packing Materials;
7. Bad Debts;
8. Discounts Allowed;
9. Any other expenses to be specified.

Note 2 – The words and expressions used in this Definition shall have the meaning usually attached to them in the books and accounts of the Insured.

TURNOVER – The money paid or payable to the Insured for goods sold and delivered and for services rendered in course of the business at the premises.

INDEMNITY PERIOD – The period beginning with the occurrence of the damage and ending not later than months mentioned in Policy Schedule thereafter during which the results of the business shall be affected in consequence of the damage.

RATE OF GROSS PROFIT – The rate of Gross Profit earned on the turnover during the financial year immediately before the date of the damage.	To which such adjustments shall be made as may be necessary to provide for the trend of the business and for variations in or special circumstances affecting the business either before or after the damage or which would have affected the business had the damage not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which, but for the damage, would have been obtained during the relative period after the damage.
ANNUAL TURNOVER – The Turnover during the twelve months immediately before the date of the damage.	
STANDARD TURNOVER –The Turnover during that Period in the twelve months immediately before the date of the damage which corresponds with the Indemnity Period.	

Memo 1: If during the Indemnity Period goods shall be sold or services shall be rendered elsewhere than at the premises for the benefit of the business either by the Insured or by others on his behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Turnover during the Indemnity Period.

Memo 2: If the Insured declares, at the latest twelve months after the expiry of any Period of Insurance, that the Gross Profit earned (or a proportionately increased multiple thereof where the maximum Indemnity Period exceeds 12 months) during the accounting period of 12 months most nearly concurrent with any period of Insurance, as certified by the Insured's Auditors, was less than the Sum Insured thereon, a pro-rata return of premium not exceeding 50% of the premium paid on such Sum Insured for such period of Insurance shall be made in respect of the difference. Where, however, the declaration is not received by the Company within twelve months after the expiry of the period of insurance, no refund shall be admissible.

If any damage has occurred giving rise to a claim under this policy, such return shall be made in respect only of said difference as is not due to the damage.

Specification I – Revenue Basis

Item No.	Item	Sum Insured
1.	On Gross Revenue	As mentioned in Policy Schedule

The Insurance under Item "**Revenue Basis**" is limited to (a) loss of Gross Revenue and (b) Increase in Cost of Working and the amount payable as indemnity thereunder shall be: -

a) IN RESPECT OF LOSS OF GROSS REVENUE: the amount by which the Gross Revenue earned during the Indemnity Period shall, in consequence of the damage, fall short of the Standard Gross revenue.

b) IN RESPECT OF INCREASE IN COST OF WORKING: the additional expenditure (subject to the provisions of Memo 2) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of Gross revenue which but for that expenditure would have taken place during the indemnity period in consequence of the damage but not exceeding the amount of the reduction in gross revenue thereby avoided.

Less any sum saved during the Indemnity Period in respect of such of the working expenses and standing charges of the business as may cease or be reduced in consequence of the damages.

Provided that if the Sum Insured by this Item be less than * the Annual Gross Revenue, the amount payable under this shall be proportionately reduced.

Definitions

GROSS REVENUE:

The money paid or payable to the insured for ** in course of the business at the premises.

INDEMNITY PERIOD:

The period beginning with the occurrence of the damage and ending not later than Months as mentioned in Policy Schedule thereafter during which the results of the business shall be affected in consequence of the damage.

STANDARD GROSS REVENUE – the Gross Revenue during the period in the twelve months immediately before the date of the damage which corresponds with the Indemnity Period	To which such adjustments shall be made as may be necessary to provide for the trend of the business and for variations in or special circumstances affecting the business either before or after the damage or which would have affected the business had the damage not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which, but for the damage, would have been obtained during the relative period after the damage.
ANNUAL GROSS REVENUE – The Gross Revenue earned during the period in the twelve months immediately before the date of the damage.	

* Here is inserted the appropriate multiple if the Indemnity period exceeds 12 months

** Here is inserted an agreed description such as “work done and service rendered” or “entertainment provided” and, if necessary, a qualifying exclusion such as “excluding the cost of drink and food supplied.”

Memo 1: If during the Indemnity Period work shall be done or services rendered elsewhere than at the premises for the benefit of the business either by the Insured or by others on insured’s behalf the money paid or payable in respect of such work or services shall be brought into account in arriving at the Gross Revenue during the Indemnity Period.

Memo 2: In the event of * the Gross Revenue earned during the accounting period of twelve months most nearly concurrent with any period of Insurance, as certified by the Insured’s Auditors, less than the Sum Insured thereon, a pro-rata return of premium not exceeding 50% of the premium paid on such Sum Insured for such period of Insurance will be made in respect of the difference provided the Insured’s declarations is received within twelve months of the expiry of the policy if any damage shall have occurred, giving rise to A claim under the policy, such return shall be made in respect only of so much of the said difference as is not due to such damage.

Note: The words “Gross Revenue” wherever they occur, may be altered to Revenue, Gross Income, Commission, Gross Fees, Royalties or similar term to suit the nature of the income of an insured’s business.

* Here is inserted the appropriate multiple if the Indemnity Period exceeds 12 months

Specification D – Wages

i. DUAL BASIS

The insurance under this basis Is limited to loss in respect of “Wages” and the amount payable as indemnity thereunder shall be

(a) In Respect of Reduction in Turnover

i.) During the portion of the Indemnity Period beginning with the occurrence of the damage and ending not later than Weeks mentioned in Policy Schedule, thereafter the sum produced by applying the Rate of Wages to the Shortage in Turnover/Output during the said portion in the Indemnity Period.
less any saving during the said portion of the Indemnity Period through reduction in consequence of the damage in the amount of Wages paid

ii.) During the remaining portion of the Indemnity Period the sum produced by applying the Rate of Wages to the Shortage in Turnover/Output during the said remaining portion of the Indemnity Period.

less any saving during the said remaining portion of the Indemnity Period through reduction in consequence of the damage in the amount of Wages paid but not exceeding the sum produced by applying percent of the Rate of Wages as mentioned in Policy Schedule, to the Shortage in Turnover/Output during the said remaining portion of the Indemnity Period, increased by such amount as is deducted for saving under the terms of Clause (i) (OPTION TO CONSOLIDATE – at the option of the insured, the number of weeks referred to in clause (a) (i) above may be increased to X provided that the amount arrived at under the provisions of clause (a)(ii) shall not exceed such amount as is deducted under clause (a) (i) for saving effected during the said increased number of weeks.

(X) equivalent numbers of weeks as mentioned in Policy Schedule, ascertained from the conversion Table provided in Section II –Rule 3 (a).

(b) In Respect of Increase in Cost of Working so much of the additional expenditure described in Clause (b) of Item 1 as exceeds the amount payable thereunder but not more than the additional amount which would have been payable in respect of Reduction in Turnover/Output under the Provisions of Clauses (a) (i) and (ii) of this item had such expenditure not been incurred.

Provided that if the Sum Insured by this item be less than the sum produced by applying the Rate of Wages to (insert the appropriate multiple if the Indemnity Period exceeds 12 months. e.g. where the indemnity period is eighteen months insert one and a half times) the Annual Turnover/output, the amount payable under this shall be proportionately reduced.

Definitions

WAGES – Total Wages of all employees other than those whose wages are insured as a standing charge.

Note: - The above definition may be altered to suit the requirements of individual clients.

RATE OF WAGES – The Rate of Wages to Turnover/Output during the financial year immediately before the date of the damage to which such adjustments shall be made as may be necessary to provide for the trend of the business and for variations in or special circumstances affecting the business either before or after the damage or which would have affected the business had the damage not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the damage would have been obtained during the relative period after the damage.

SHORTAGE IN TURNOVER/OUTPUT - The amount by which the Turnover/Output during a period shall in consequence of the damage fall short of the part of the Standard Turnover/Output which relates to that period.

ii. <u>Pro Rata Basis</u>

The insurance under Item "**Pro Rata Basis**" on weeks Wages, as mentioned in Policy Schedule / Certificate of Insurance on sum insured mentioned in Policy Schedule is limited to the loss incurred by the Insured by the payment of Wages for a period beginning with occurrence of the damage and ending not later than weeks mentioned in Policy Schedule / Certificate of Insurance thereafter.

The amount payable as indemnity under this item shall be the actual amount which the Insured shall pay as Wages for such period to employees whose services cannot in consequence of the damage be utilised by the Insured at all and an equitable part + (based upon shortage of production) of the Wages paid for such period to employees whose service cannot in consequence of the damage be utilised by the Insured in full;

Provided that if the sum insured by this item shall be less than the aggregate amount of the Wages that would have been paid during the weeks mentioned in Policy Schedule immediately following the damage, had the damage not occurred, the amount payable shall be proportionately reduced.

For the purpose of this item the term *Wages shall be as defined in the Policy Schedule / Certificate of Insurance . It is permissible to omit the words in brackets or to substitute for 'production' some other indeed of activity.

* Precise definition of the scope to which the insurance of Wages (which may, if desired, expressly include Bonuses, Holiday Pay and the like) is to apply e.g.

the Wages of all Employees the Wages of a specified category or categories of Employees the wages of all Employees who are normally paid on a weekly basis	(Add, if any wages are insured as a standing charge other than whose Wages are insured as a Standing Charge under Item No **Pro Rata Basis**)

<u>Specification E – Lay –off and/or retrenchment Compensation with or without Notice Wages Liability</u>

The insurance under Item No.3 is limited to the amount which the Insured shall become legally liable to pay and shall pay to employees. Under the provisions of the Industrial Disputes Act, 1947 and all subsequent amendments thereto.

Provided that the amount payable as indemnity under this item shall not exceed the amount which would otherwise have been payable as Wages to the said employees during the period of indemnity, had no damage occurred.

Provided also that if the sum insured by this policy shall be less than the aggregate amount as mentioned in the Policy Schedule to the said employees the amount payable shall be proportionately reduced.

"For the purpose of this item "Employee" shall mean "Workman" as defined under the Industrial Disputes Act, 1947 and subsequent amendments thereto but excluding those employees whose remuneration is insured as a standing charge under Item 1 of the Policy.

* insert here the appropriate cover opted by the insured , viz.

(i) Lay-off and/or Retrenchment Compensation or

(ii) Lay-off and/or Retrenchment Compensation with or without Notice Wages Liability or

(iii) Lay-off Compensation, or

(iv) Retrenchment Compensation or

(v) Retrenchment Compensation with or without notice Wages Liability as the case may be.

Specification F – Additional Cover Clauses

Auditors' Clause (Modifying the Company's liability under condition 3)

The Insurance under Item **Auditors' Clause** is limited to the reasonable charges payable by the Insured to their Auditors for producing and certifying any particulars or details contained in the Insured's books of account or other business books or documents or such other proofs, information or evidence as may be required by the Company under the terms of Condition 3 of this Policy. Any particulars or details contained in the Insured's books of account or other business books or documents which may be required by the Company under Condition 3 of this Policy for the purpose of investigating or verifying any claim hereunder may be produced and certified by the Insured's Auditors, and their certificate shall be prima facie evidence of the particulars and details to which such certificates relate.

Specification G – New Business Clause

For the purpose of any claim arising from damage occurring before the completion of the first year's trading of the business at the premises the terms "Rate of Gross Profit", "Annual Output/Turnover" and "Standard Output/Turnover" shall bear the following meaning and not as within stated:-

RATE OF GROSS PROFIT – The rate of Gross Profit earned on the Output/Turnover during the period between the date of the commencement of the business and the date of the damage.	To which such adjustments shall be made as may be necessary to provide for the trend of the business and for variations in or special circumstances affecting the business either before or after the damage or which would have affected the business had the damage not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable, the results which, but for the damage, would have been obtained during the relative period after the damage.
ANNUAL OUTPUT/TURNOVER – The proportional equivalent for a period of twelve months or the Output/Turnover realised during the period between the commencement of the business and the date of the damage.	
STANDARD OUTPUT/TURNOVER – The proportional equivalent for a period equal to the Indemnity Period of the Output/Turnover realised during the period between the commencement of the business and the date of the damage.	

Specification H – Solicitors' and Professional Mens' Fees

Specification for Professional Men's Policy

Item No.	Item	Sum Insured
1.	On Gross Profit	As mentioned in Policy Schedule
2.	On Additional Expenditure	As mentioned in Policy Schedule
3.	On Legal, Clerical and other charges	As mentioned in Policy Schedule
Total Sum Insured		As mentioned in Policy Schedule

The insurance under Item No.1 is limited to loss of **Gross Fees** and **Increase in Cost of Working** and the amount payable as indemnity thereunder shall be: -

a. IN RESPECT OF LOSS OF GROSS FEES: the amount by which Gross Fees earned during the Indemnity Period shall, in consequence of the Damage, fall short of the Standard Gross Fees.
b. IN RESPECT OF INCREASE IN COST OF WORKING: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Gross Fees which, but for that expenditure, would have taken place during the Indemnity period in consequence of the Damage, but not exceeding the reduction in Gross Fees thereby avoided.

Less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the business as my cease or be reduced in consequence of the damage.
Provided that if the Sum Insured by this Item be less than * the Gross Fees, the amount payable shall be proportionately reduced.
THE INSURNCE UNDER ITEM 2 is limited to such further additional expenditure beyond that recoverable under Item 1(b) as the Insured shall necessarily and reasonably incur during the Indemnity Period in consequence of the damage in connection with the fitting up of Temporary Offices, increased Rent, Rates, Taxes, Lighting, Heating and Insurance thereof, removal costs and expenses incidental thereto.

THE INSURANCE UNDER ITEM NO 3: is limited to Legal, Clerical and other charges necessarily incurred in the replacement or restoration of deeds and other documents (including stamps thereon) manuscripts, plans, specifications and writings of every description and books (written and printed), books of account, card indexes and other business records, not exceeding in respect of any one document, plan, book or card index set the sum as mentioned in the Policy Schedule .

Definitions
GROSS FEES – The money paid or payable to the insured for services rendered in course of the business at the premises.

INDEMNITY PERIOD – The period beginning with the occurrence of the damage and ending not later than months as mentioned in the Policy Schedule., thereafter during which the results of the business shall be affected in consequence of the damage.

<table>
<tr><td>ANNUAL GROSS FEES –The Gross Fees earned during the twelve months immediately before the date of the damage.</td><td rowspan="2">To which such adjustments shall be made as may be necessary to provide for the trend of the business and for variations in or special circumstances affecting the business either before or after the damage or which would have affected the business had the damage not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which, but for the damage, would have been obtained during the relative period after the damage.</td></tr>
<tr><td>STANDARD GROSS FEES –The Gross Fees earned during that Period in the twelve months immediately before the date of the damage which corresponds with the Indemnity Period.</td></tr>
</table>

Memo 1: If during the Indemnity Period services shall be rendered elsewhere than at the premises for the benefit of the business either by the Insured or by others on his behalf the money paid or payable in respect of such services shall be brought into account in arriving at the Gross Fees during the Indemnity Period.

Memo 2: The Insurance by item 3 extends to cover property as therein described if and in so far as it is not otherwise insured whilst temporarily removed to any premises not in the insured's occupation and whilst in transit between such places by road, rail or inland waterway, in India to an amount not exceeding 10 percent of the sum insured by the said item.

Memo 3: If the Insured declares, at the latest twelve months after the expiry of any Period of Insurance, that the Gross Fees earned (or a proportionately increased multiple thereof where the maximum Indemnity Period exceeds 12 months) during the accounting period of 12 months most nearly concurrent with any period of Insurance, as certified by the Insured's Auditors, was less than the Sum Insured thereon, a pro-rata return of

premium not exceeding 50% of the premium paid on such Sum Insured for such period of Insurance shall be made in respect of the difference.

If any damage has occurred giving rise to a claim under this policy, such return shall be made in respect only of said difference as is not due to the damage.

Note: As regards the rate for covering Professional Men's Fees, the standard percentage scale of the basis provided in the Consequential Loss (Fire) Tariff would be applicable to such covers.

Specification J – Alternative Basis Clause

It is agreed and declared that, whenever found necessary, the term "Output" may be substituted for the term "Turnover" and for the purpose of this policy "Output" shall mean the sale value of goods manufactured by the "Insured" in the course of the business at the premises,

Provided that:

a. Only one such meaning shall be operative in connection with any one occurrence involving damage (as within defined)
b. If the meaning set out above be used, memo no. 1 shall be altered to read as follows:

Memo 1: If during the INDEMNITY PERIOD goods shall be manufactured other than at the premises for the benefit of the business either by the Insured or by others on the Insured's behalf, the sale value of the goods so manufactured shall be brought into account in arriving at the OUTPUT during the INDEMNITY PERIOD.

SECTION 9 – BURGLARY AND ROBBERY COVER

PROPERTY INSURED

Business and trade furniture, fixtures, fittings including electrical installations, safes, office machinery and electrical and mechanical appliances, tools and instruments for business, interior decorations, improvements, landlords fixtures and fittings, Chandeliers and any other similar item related to the Insured's trade, belonging to the Insured or for which the Insured is responsible, whilst stored or placed at the Insured premises, excluding stock and stock in trade, subject to the limits as stated in the Policy Schedule.

SCOPE OF COVER

We will indemnify You for Claims made in respect of:

1. **Damage to Property Insured**
   The loss of or damage to the Contents as stated in the Policy Schedule or any part thereof whilst contained in the Insured Premises caused by actual or attempted Burglary, house breaking, Robbery and Hold up during the Policy Period
2. **Damage to Insured Premises**
   Property Damage (including the reasonable costs incurred by the Insured for changing damaged locks at the entry and/or exit points to the Insured Premises and at internal entry and/or exit points) caused by actual or attempted Burglary during the Policy Period;
   For 1 and 2 The Company's maximum liability shall be the Limit of Indemnity or all that remains thereof.
3. **Ancillary Expenses**
   The below shall be paid upto the limits mentioned against each expense in the Policy Schedule, Provided that, there is an admissible Claim under '**Damage to Property Insured**' and '**Damage to Insured Premises**'.
   3.1 Loss Minimization
   In respect of the reasonable costs incurred by You immediately after the occurrence of an insured event solely with the intention of minimising the quantum of a Claim to be made under this Policy.
   3.2 Plans, Documents, Computer Systems Records, Archives and Cost of Re-Writing Records
   In respect of the reasonable costs incurred by the Insured for restoring paper files, plans, records, and drawings, and restoring data (including computer software) stored electronically on the Insured's computer system if such are used for the Insured's Business.
   3.3 Debris Removal
   In respect of the reasonable costs incurred by the Insured in clearing up the damage caused to the Insured Premises, including the removal of any debris from the Insured Premises to the nearest waste disposal site;
   3.4 Property of Employees' Personal Effects

In respect of the reasonable costs incurred by the Insured for replacing or restoring property (other than vehicles and Valuables) belonging to any Employee that was in the Insured Premises at the time of an insured event at the specific request of the Insured and stored by an Employee as required by the Insured.

SPECIFIC EXCLUSIONS APPLICABLE TO SECTION 9: BURGLARY AND ROBBERY COVER

No indemnity is available hereunder for any Claim directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following.

1. For the amount of the Deductible/Excess specified in the Policy Schedule ascertained after the application of all other terms and conditions of this Policy including any condition of average (under-insurance)
2. Valuables and stock and stock in trade, curios, sculptures, manuscripts, stamps, collections of stamps, rare books, medals, moulds, designs or any other collectibles, deeds, ATM cards, credit cards, charge cards, bonds, bills of exchange, cheques, Money, securities, or any other negotiable instrument.
3. In which the Insured, any Employee, or any other person lawfully on or about the Insured Premises is or is alleged to be in any way concerned or implicated.
4. Earthquake, flood, storm, cyclone or other convulsions of nature or atmospheric disturbances.
5. War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, commotion, unrest, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition of or damage by or under the order of any government or public local authority, riot, strike, or terrorist activities.
6. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
7. The radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
8. Any consequential losses of any kind be they by way of loss of profit, business interruption, market loss or otherwise, and any other legal liability of any kind.
9. Contents from any safe following the use of a key to gain access to the safe, or any duplicate there of belonging to the Insured unless such key has been obtained by Robbery.
10. Any motorised vehicle or trailer of any type or description.
11. Loss or damage to electronic equipment's (unless specifically insured), Stock and Stock in Trade and Cash and Currency Notes.
12. Cover under Section 9 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.
13. Loss or damage due to theft, RSMD unless specifically agreed otherwise by us.

SPECIFIC CONDITIONS APPLICABLE TO SECTION 9: BURGLARY AND ROBBERY COVER

1. Reasonable Precautions
   The Insured shall:
   a) Take all reasonable steps to safeguard the Contents and the Insured Premises against any Insured event.
   b) Ensure that any security system or aid specified in the Proposal is maintained in accordance with any maintenance schedule or recommendations of the manufacturer or if none then as may be required and kept in good and effective working condition.
   c) Out of normal office or business hours, ensure that:
      i. All means of entry to or exit from the Insured Premises have been properly secured, and
      ii. All safety installations and aids (including but not limited to, any burglar alarm system) have been properly deployed, and
      iii. Any security system or aid specified in the Proposal has been properly deployed, and
      iv. The keys of or codes to any safe or strong room are removed from the Insured Premises unless such premises are occupied by the Insured or any authorized Employees of the Insured and if there are several keys and/or codes for one safe or strong room, that these are kept separately from each other.
2. Alteration of Risk
   The cover afforded under this Policy shall be suspended and no payment shall be made hereunder if:

a) The Insured carries on any business at the Insured Premises other than the Business, and/or
b) There is any material change in the facts and matters stated in the proposal, and/or
c) The ownership of the Contents and/or the Insured Premises passes from the Insured to any other person or entity otherwise than by the operation of the law of succession as applicable, and/or
d) If the Insured Premises are unused, and such suspension shall continue until such time as the Company has agreed to lift the suspension and the Insured has paid any additional premium that may be requested by the Company.

3. Condition of Average

If the property hereby insured shall at the time of any Claim be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss or damage accordingly. Every item insured hereunder shall be separately subject to this condition.

Amended Condition of Average for Contents on First loss Basis:

It is hereby declared and agreed that this policy is issued as the First Loss Insurance up to %, mentioned in the Policy Schedule, of the contents of the insured's Premises (100%) as limits in the Policy Schedule attached to and forming part of the policy.

It is further declared and agreed that in the event of the total value of risk at the time of loss being greater than the total value declared for purpose of this insurance and incorporated in the Policy Schedule, the insured shall be considered as being his own insurer, for the difference, and shall bear a rateable share of the loss accordingly."

4. Coverage under this Section is also Subject to the terms and conditions as stated in the policy of the following clauses:
   a Maintenance of Key Clause
   b Pair and Set Clause

MAINTENANCE OF SUM INSURED

Immediately upon the happening of any loss or damage, the Sum Insured under this Section shall be reduced by the amount of loss or damage, and such reduced Sum Insured shall limit the Company's liability in respect of any further losses or damages occurring during the current period of the Policy unless the Company consents upon payment of pro rata additional premium by the Insured for the unexpired period of the Policy to reinstate the full Sum Insured.

SPECIAL CONDITIONS APPLICABLE TO SECTION 9: BURGLARY AND ROBBERY COVER

It is hereby agreed and declared that Reinstatement Value Clause as stated below shall be applicable only to Building, Machinery and Furniture, Fixtures and Fittings. All other Contents shall be insured on Market Value Basis and in the event of a loss the basis of settlement shall also be on Market Value Basis.

1. Reinstatement Clause

"It is hereby declared and agreed that in the event of the property insured under this section within the policy being destroyed or damaged, the basis upon which the amount payable under (each of the said items of) the policy is to be calculated shall be cost of replacing or reinstating on the same site or any other site with property of the same kind or type but not superior to or more extensive than the insured property when new as on date of the loss, subject to the following Special Provisions and subject also to the terms and conditions of the policy except in so far as the same may be varied hereby."

Special Provisions

I. 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 in writing allow, otherwise no payment beyond the amount which would have been payable under the policy if this memorandum had not been incorporated therein shall be made.
II. Until expenditure has been incurred by the Insured in replacing or reinstating the property destroyed or damaged the Company shall not be liable for any payment in excess of the amount which would have been payable under the policy if this memorandum had not been incorporated therein.
III. If at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the property covered had been destroyed,

exceeds the Sum Insured thereon or at the commencement of any destruction or damage to such property by any of the perils insured against by the policy, then the insured shall be considered as being his own insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item of the policy (if more than one) to which this memorandum applies shall be separately subject to the foregoing provision.

IV. This Memorandum shall be without force or effect if

a) The Insured fails to intimate to the Company within 6 months from the date of destruction or damage or such further time as the Company may in writing allow his intention to replace or reinstate the property destroyed or damaged.

b) The Insured is unable or unwilling to replace or reinstate the property destroyed or damaged on the same or another site.

2. Sum Insured Basis

The Sum Insured Opted by You at Inception or Renewal will be as per one of the following basis mentioned in Your Policy Schedule/Certificate of Insurance:

a. Market Value Basis

Digit Simplification: The value of the property after considering depreciation due to age, usage and condition.

Sum Insured on Market Value Basis shall represent the Replacement Value of similar Property less depreciation for age, usage and condition.

Please Note: Market value for Stocks means the Procurement Value of Stocks from the same or similar source with suitable increase for inflation, if any.

b. Reinstatement Value Basis

Digit Simplification: This value means the value of similar new property without considering depreciation due to age/wear and tear

Sum Insured on Reinstatement Basis shall represent the Replacement Value of the Insured Property by a New Property of same kind, type and capacity without deducting depreciation for age, usage and condition.

Please Note: Sum Insured for Stock cannot be on Replacement Value Basis.

c. First Loss Basis

Digit Simplification: This Sum Insured is chosen in cases where You anticipate that the Total Loss of Your Property is extremely unlikely, and You choose to insure the Property for a Sum less than the Actual Total Value of the Property. This is usually taken as a percentage of Actual Total Value.

Sum Insured on First Loss Basis shall represent a percentage, as opted by You and mentioned in Your Policy Schedule/Certificate of Insurance, of the total value of Your Property.

Alternatively, the First Loss Basis Sum Insured can also be opted in terms of specific amount and shall be as mentioned in Your Policy Schedule/Certificate of Insurance.

3. BASIS OF LOSS SETTLEMENT

Subject to the Special Condition No. 1. above, the deductible/excess stated in Your Policy Schedule/Certificate of Insurance and based on the Sum Insured Basis Opted by You, We may at Our option reinstate, replace or repair the lost or damaged Property covered under this Policy or pay the amount of loss/damage or may join with any other insure(s) in doing so.

a. For Property Insured on Market Value Basis

Digit Simplification: Compensation will be equivalent to the current value of similar new property minus depreciation due to age, usage and condition.

Where the Sum Insured is opted on Market Value Basis, We will compensate You the Replacement Cost of the lost or damaged Property as on Date of Loss less due allowance for betterment and depreciation for age, usage and condition of the lost or damaged Property.

b. For Property Insured on Reinstatement Value Basis

Digit Simplification: Compensation will be equivalent to the current value of similar new property without considering any depreciation due to age, usage and condition.

Where the Sum Insured is opted on Reinstatement Value Basis, We will compensate You the Replacement Cost of the lost or damaged Property which excludes any allowance for betterment i.e. the replacement value will be for a new Property of same type, kind, capacity and specification.

c. For Property Insured on First Loss Basis

Digit Simplification: Compensation value will up to the First Loss Limit mentioned in Your Policy Schedule.

Where the Sum Insured in First Loss Basis:

a) In the event of Total Loss/ Constructive Total Loss, Our Liability will be restricted to the First Loss Sum Insured Specified in the Policy Schedule/Certificate of Insurance.
b) In the event of the loss not being a Total Loss/Constructive Total Loss, the Basis of Settlement will be as mentioned in 5.1 above.

Provided always that the liability of the Company shall in no case exceed the Sum Insured stated against each item or the Total Sum Insured as mentioned in the Policy Schedule/Certificate of Insurance.

SECTION 10 – PORTABLE EQUIPMENT

PROPERTY INSURED

Portable Equipment includes Laptops, Mobile Phones, I-Pads, I-Pods and any other portable equipment specifically Insured.

SCOPE OF COVER

Under this Section, We will pay up to the Sum Insured mentioned in the Policy Schedule, as per the Sum Insured basis opted by You, for any loss of or damage to Property Insured, within the Geographical limits mentioned in Policy Schedule, against any fortuitous cause except causes excluded and mentioned in the Policy.

Provided always that,

a. It is in the personal care and custody of the insured and/or the Insured's employee
b. such loss or damage has occurred during the Policy Period mentioned in the Policy Schedule or during any further Period for which We may accept payment for the renewal or extension of this Policy.
c. the liability of the company shall in no case exceed the Sum Insured on each item or on the whole of the Total Sum Insured mentioned in the Policy Schedule.

SPECIFIC EXCLUSIONS APPLICABLE TO SECTION 10: PORTABLE EQUIPMENTS

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

1. Deductible, as mentioned in the Policy schedule, for each and every claim in respect of Laptops, Mobile Phones, I- Pads, I Pods and any other Portable Equipment specifically insured.
2. Loss or damage to the property by or due to or arising from:
   a. Defective workmanship material or design, wear and tear depreciation, moth, vermin, process of cleaning, repairing, restoring, or renovating the action of light or atmospheric conditions or any other gradually operating cause.
   b. Manufacturing defects for which the manufacturer is responsible.
   c. Mechanical and/or electrical breakdown and/or derangement, overloading, or strain; overrunning excessive pressure, short circuiting and/or self-heating.
   d. Improper handling, dismantling, fitting adjustment, repair alteration or modification not approved by the makers/ manufacturers and/or the agents of makers/manufacturers or use of such property contrary to the directives of the makers/manufacturers and/or their agents.
   e. Scratching and/or cracking and/or denting.
3. Consequential loss of whatsoever nature.
4. Loss or damage arising from detention, confiscation, destruction, or requisition by or under the order of any Government of public or local authority.

5. Penalties of delay or detention or in connection with guarantees of performance or efficiency.
6. Theft, loss or damage during the hire or loan of the instrument to a third party.
7. Mysterious disappearance unless specifically covered and mentioned in the Policy Schedule.
8. Loss or damage to any unattended item/equipment of the property insured as described in the Policy Schedule.
9. Loss or damage due to theft or attempted theft by any Employee of the Insured or loss or damage occasioned through the wilful act of the Insured or any Employee or the wilful act of any other person with a connivance of the Insured or any Employee.
10. Loss or damage directly or indirectly, occasioned by or happening through or in consequence of volcanic eruption or other similar convulsion of nature and atmospheric disturbance.
11. Loss or damage directly or indirectly, proximately, or remotely occasioned by or contributed to or traceable to or happening through in consequence of war, invasion, act of foreign enemy, hostilities, or war like operations (whether war be declared or not), civil war, civil commotion, mutiny, rebellion, revolution, insurrection, conspiracy, military, or usurped power.
12. Loss or damage directly or indirectly caused by or contributed to by or arising from ionizing radiations contamination by radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear from any nuclear waste from the combustion of nuclear fuel or from any nuclear weapons material. For the purpose of this exclusion, combustion shall include any self-sustaining process of nuclear fission.
13. Any loss or damage to the property insured or to the general public and/or legal liability arising out of immoral or unethical use of the property insured.
14. Any loss or damage to portable equipment's outside India unless specifically Insured.
15. Electromagnetic Field (EMF) Exclusion: The Policy does not apply to, have no liability hereunder to the Insured in respect of personal injury, Bodily Injury or illness of a person, loss or damage to property or advertising liability arising out of exposure to any electric, magnetic and/or electromagnetic field of any frequency, whether the same be caused or allegedly caused by the Insured's power lines or otherwise.
16. ELECTRONIC DATA ENDORSEMENT
    1. Electronic Data Exclusion

       Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

        a. This Policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

           ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

           COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

        b. However, in the event that a peril listed below results from any of the matters described in paragraph (a) above, this Policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by such listed peril.

           Listed Perils

           i. Fire
           ii. Explosion

    2. Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

SPECIFIC CONDITIONS APPLICABLE TO SECTION 10: PORTABLE EQUIPMENTS

1. At all times during the Policy Period, the insurance cover will be maintained to the full extent of the respective Sum Insured in consideration of which, upon the settlement of any loss under this Policy, pro rata premium for the unexpired period from the date of such loss to the expiry of Policy Period for the amount of such loss shall be payable by the Insured to the Company.

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

   Notwithstanding what is stated above, the Sum Insured shall stand reduced by the amount of loss in case the insured immediately on occurrence of the loss exercises his option not to reinstate the Sum Insured as above.
2. Loss or damage to the insured property shall be settled at the market value, after charging the applicable depreciation.

Depreciation Chart. [To any instrument / component]

Age of Instrument Component	Depreciation in Percentage
Up to 6 Months	10%
Up to 1 Year	20%
Up to 2 Years	40%
Up to 3 Years	50%
Up to 4 Years	60%
Up to 5 Years	70%

3. In the event of loss of or damage to any instrument/component forming part of a pair or set of the property insured hereunder, the Company shall not be liable for more than the depreciated value of the particular instrument/component which may be lost or damaged without reference to any special value which such instrument/component may have as forming a pair or set in any event not exceeding a proportionate part of the Sum Insured in respect of such instrument/ component.
4. In the event of loss of or damage to the property or any components thereon necessitating the supply of components not obtainable from the stocks held in this country or in the event of the Company exercising the option to pay in cash the amount of the loss or damage, the liability of the Company in respect of any such components shall be limited to:
   i. the price quoted in the latest catalogue or price list issued by the makers or their agents in this country,

   OR

   ii. If no such catalogue or price list exists, the price list obtained at the makers works plus the reasonable cost of transport otherwise than by air to this country and the amount of the relative import duty.

   PLUS The reasonable cost of fitting such parts.
5. Police FIR mandatory in case of theft claim.
6. Condition of Average

   If the Property covered hereby on all specified premises shall at the time of loss or damage by any perils hereby insured against, be collectively of greater value than the Sum Insured, then the Insured shall be

considered as being his own insurer for the difference and shall bear a rateable share loss or damage accordingly.

SECTION 11 – ELECTRONIC EQUIPMENTS

PROPERTY INSURED

Electronic Equipment's including Computers, Fax Machine, CCTV or any other electronic equipment's including accessories only after successful completion of their performance/acceptance test whether they are at work or at rest or being dismantled for the purpose of cleaning or overhauling or in the course of aforesaid operations themselves or when being shifted within the premises or during subsequent re-erection.
The term equipment shall include the entire computer system consisting of CPU, Keyboards, Monitors, Printers, Stabilizers, and UPS etc.

SCOPE

If You have opted for this Section, We will indemnify You in the manner and to the extent hereinafter provided.

This Section shall apply to the Insured items only after successful completion of their performance/acceptance test whether they are at work or at rest or being dismantled for the purpose of cleaning or overhauling or in the course of aforesaid operations themselves or when being shifted within the premises or during subsequent re-erection.

The liability of the Company for any one item of the Insured property shall not exceed in aggregate in any one period of Insurance the sum insured set against such items in the attached Schedule(s) unless the Sum Insured under such item is reinstated after occurrence of a claim for balance period.

SPECIFIC EXCLUSIONS APPLICABLE TO ALL SECTIONS UNDER SECTION 11 i.e. SECTION I EQUIPMENTS, II EXTERNAL DATA MEDIA & III INCREASED COST OF WORKING MENTIONED BELOW:

The Company will not indemnify the insured in respect of loss, damage or liability directly caused by or arising out of or aggravated by-

a. War, Invasion, Act of foreign Enemy, Hostilities or War Like operations (whether war be declared or not), Civil War, Rebellion Revolution, Insurrection Mutiny, Civil Commotion, Confiscation, Commandeering a Group of Malicious persons or persons acting on behalf of or in connection with any political organisation, requisition or destruction or damage by order of any government de-jure or de-facto or any public, municipal or local authority.
b. Nuclear Reaction, Nuclear radiation or radioactive contamination.
c. Wilful act or wilful negligence of the Insured or his representative.;
d. Cessation of work whether total or partial.
e. Cost Incurred/time involved in the movement of machinery and/or any other property and/or personnel outside the territorial limits of India other than the cost of delivery of replacements for machinery lost or damaged.
f. Derangement of the Insured property not accompanied by damage otherwise covered by this policy.
g. Loss of or damage to the property covered under this Section falling under the terms of the Maintenance Agreement.
h. Loss destruction or damage directly occasioned by pressure wave caused by aircraft and other aerial devices traveling at Sonic or Supersonic speeds.

In any action, suit or other proceedings where the company allege that by reason of the provisions of the above exclusions any loss, destruction, damage or liability is not covered by this insurance, the burden of proving that such loss, destruction, damage or liability is covered shall be upon the Insured.

SPECIFIC CONDITIONS APPLICABLE TO ALL SECTIONS UNDER SECTION 11 i.e. SECTION I EQUIPMENTS, II EXTERNAL DATA MEDIA & III INCREASED COST OF WORKING MENTIONED BELOW

1. The Insured shall at his own expense take all reasonable precautions and comply with all reasonable recommendations of the company to prevent loss, damage or liability and comply with statutory requirements and manufacturers recommendations.
2.
   a. Representatives of the Company shall at any reasonable time have the right to inspect and examine the risk and the Insured shall provide the representatives of the company with all details and information necessary for the assessment of the risk.
   b. The Insured shall immediately notify the Company in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require to ensure safe operation of the Insured items and the scope of cover and/or premium shall, if necessary, be adjusted accordingly.
   c. No material alteration shall be made or admitted by the Insured whereby the risk is increased unless the continuance of the Insurance be confirmed in writing by the Company.
3. Duties Following An Accident

   In the event of any occurrence which might give rise to a claim under this Policy, the Insured shall-
   a. immediately notify the Company by telephone as well as in writing giving an indication as to the nature and extent of loss or damage;
   b. take all steps within his power to minimise the extent of the loss or damage;
   c. preserve the parts affected and make them available for inspection by a representative or Surveyor of the Company;
   d. furnish all such information and documentary evidence as the Company may require;
   e. inform the police authorities in case of loss or damage due to theft or burglary.

The Company shall not in any case be liable for loss, damage or liability of which no notice has been received by the Company within 14 days of its occurrence.

Upon notification being given to the Company under this condition, the Insured may carry out the repair or replacement of any minor damage not exceeding Rs.5, 000/- provided that the carrying out of such repairs without prejudice to any question of liability of the Company and that any damaged part requiring replacement is kept for inspection by the Company, but in all other cases a representative shall have the opportunity of inspecting the loss or damage before any repairs or alterations are effected.

The liability of the Company under this Policy in respect of any item sustaining damage shall cease if said item is kept in operation after a claim without being repaired in the satisfaction of the Company or if temporary repairs are carried out without the Company's consent.

4. RECOURSE

The Insured shall at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or required by the Company in the interest of any rights or remedies, or of obtaining relief or indemnity from parties (other than those insured under this Policy) to which the Company shall be or would become entitled or subrogated upon their paying for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by the Company.

SECTION 11.A – EQUIPMENT

All Electronic equipment like Computers, Medical, Biomedical, Micro-processors; Audio/Visual equipment including the value of Systems Software may be covered under Electronic Equipment Policy. The term equipment shall include the entire computer system consisting of CPU, Keyboards, Monitors, Printers, Stabilizers, UPS, System Software etc.

Dish Antenna is excluded from the scope of cover under this policy. Further portable Electronic Equipment like notebook, laptop computer, sonography are also excluded under EEI Policy.

SCOPE OF COVER

The Company hereby agrees with the insured (subject to the exclusions & conditions contained herein or endorsed hereon) that if at any time during the period of Insurance stated in the schedule or during any subsequent period for which the insured pays and the Company may accept the premium for the renewal of this Policy, the items or any part thereof entered in the Schedule shall suffer any unforeseen and sudden physical loss or damage from any cause, other than those specifically excluded, in a manner necessitating repair or replacement, the Company will indemnify the Insured in respect of such loss or damage as hereinafter provided by payment in cash, replacement or repair (at their own option) upto an amount not exceeding in any one year of insurance in respect of each of the items specified in the Policy Schedule the sum set opposite thereto and not exceeding in all the total sum expressed in the Policy Schedule as insured hereby.

SPECIFIC EXCLUSIONS APPLICABLE TO SECTION 11A - EQUIPMENT

The Company shall not, however, be liable for-

a. the Excess stated in the Policy Schedule to be borne by the Insured in any one occurrence; if more than one item is lost or damaged in one occurrence, the insured shall not, however, be called upon to bear more than the highest single Excess applicable to such items;
b. loss or damage caused by any faults or defects existing at the time of commencement of the present insurance within the knowledge of the insured, or his representatives, whether such faults or defects were known to the company or not;
c. loss or damage as a direct consequence of the continual influence of operation (e.g. wear and tear, cavitations, erosion, corrosion, incrustation) or of gradual deterioration due to atmospheric conditions;
d. any costs incurred in connection with the elimination of functional failures unless such failures were caused by an indemnifiable loss of or damage to the insured items;
e. any costs incurred in connection with the maintenance of the insured items, such exclusion also applying to parts exchanged in the course of such maintenance operations;
f. loss or damage for which the manufacturer or supplier of the insured items is responsible either by law or under contract;
g. loss of or damage to rented or hired equipment for which the owner is responsible either by law or under a lease and/or maintenance agreement;
h. consequential loss or liability of any kind or description
i. loss of or damage to bulbs, valves, tubes, ribbons, fuses, seals, belts, wires, chains, rubber tyres, exchangeable tools, engraved cylinders, objects made of glass, porcelain or ceramics sieves or fabrics, or any operating media (e.g. lubricating oil, fuel, chemicals);
j. aesthetic defects, such as scratches on painted polished or enamelled surfaces.

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

PROVISIONS APPLYING TO SECTION 11A - EQUIPMENT

SUM INSURED

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

The sum insured of the equipment insured under this section shall include the value of 'System Software'.

BASIS OF INDEMNITY

a. In cases where damage to an insured item can be repaired the Company will pay expenses necessarily incurred to restore the damaged machine to its former state of serviceability plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs as well as ordinary freight to and from a repair-shop customs duties and dues if any, to the extent such expenses have been included in the Sum Insured. If the repairs are executed at a workshop owned by the Insured, the Company will pay the cost of materials and wages incurred for the purpose of the repairs plus a reasonable percentage to cover overhead charges.
   No deduction shall be made for depreciation in respect of parts replaced, except those with limited life, but the value of any salvage will be taken into account. If the cost of repairs as detailed hereinabove equals or exceeds the actual value of the machinery insured immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in (b) below.

b. In cases where an insured item is destroyed, the Company will pay the actual value of the item immediately before the occurrence of the loss, including costs for ordinary freight, erection and customs duties if any, provided such expenses have been included in the sum insured, such actual value to be calculated by deducting proper depreciation from the replacement value of the item. The Company will also pay any normal charges for the dismantling of the machinery destroyed, but the salvage will be taken into account.
   Any extra charges incurred for overtime, night-work, work on public holidays, express freight, are covered by this Insurance only if especially agreed to in writing.
   In the event of the Makers' drawings, patterns and core boxes necessary for the execution of a repair not being available the Company shall not be liable for the cost of making any such drawings, patterns and core boxes.
   The cost of any alterations, improvements or overhauls shall not be recoverable under this policy.
   The cost of any provisional repairs will be borne by the Company if such repairs constitute part of the final repairs, and do not increase the total repair expenses.
c. In cases where the Insured item is subjected to total loss and meanwhile it becomes obsolete, all costs necessary to replace the lost or damaged insured item with a follow-up model (similar type) of similar structure/ configuration (of similar quality) i.e. low, average or high capacity – will be reimbursed.
   If the sum insured is less than the amount required to be insured as per Provision - 1 hereinabove, the Company will pay only in such proportion as the sum insured bears to the amount required to be insured. Every item if more than one shall be subject to this condition separately.
   The Company will make payments only after being satisfied, with necessary bills and documents that the repairs have been effected or replacements have taken place, as the case may be. The Company may, however, not insist for bills and documents in case of total loss where the Insured is unable to replace the damaged equipment for reasons beyond their control. In such cases claims can be settled on 'Indemnity Basis'.

WARRANTIES APPLICABLE TO SECTION 11 A - EQUIPMENT

It is warranted that the Maintenance Agreement in force at the inception of this policy is maintained during the currency of this policy and no variation in the terms of the Agreement shall be made without the written consent of the Company being obtained.

For the purpose of this warranty the word 'Maintenance' shall mean the following-

i. Safety Checks
ii. Preventive maintenance
iii. Rectification of Loss or damage or faults arising from normal operations as well as from ageing.

SECTION 11.B – EXTERNAL DATA MEDIA

The Company hereby agrees with the Insured that if the external data media entered in the Policy Schedule inclusive of the information stored thereon, which can be directly processed in EDP systems, shall suffer any material damage caused by peril covered under Section 11.A of this Policy, the Company will indemnify the Insured as hereinafter provided in respect of such loss or damage up to an amount not exceeding in any one year of insurance in respect of each of the data media specified in the Policy Schedule the sum set opposite thereto and not exceeding in all the total sum insured hereby, provided always that such loss or damage occurs during the period of Insurance stated in the Policy Schedule or during any subsequent period for which the Insured pays and the Company may accept the premium for the renewal of this Policy. This cover applies while the insured data media are kept on the Premises. Coverage against restoration of data under Section 11.B only to be granted if backup system is available.

SPECIAL EXCLUSIONS TO SECTION 11.B: EXTERNAL DATA MEDIA

The company shall, however, not be liable for-

a. the excess stated in the Policy Schedule to be borne by the Insured in any one occurrence;
b. any costs arising from false programming, punching, labelling or inserting, inadvertent cancelling of information or discarding of data media, and from loss of information caused by magnetic fields;
c. consequential loss of any kind or description whatsoever.

PROVISIONS APPLYING TO SECTION 11.B –EXTERNAL DATA MEDIA

Memo 1 Sum Insured –

It is a requirement of this Insurance that the sum insured shall be the amount required for restoring the insured external data media by replacing lost or damaged data media by new material and reproducing lost information.

Memo 2 Basis of Indemnity –

The Company will indemnify any expenses that can be proved to have been incurred by the Insured within a period of 12 months as from the date of the occurrence strictly for the purpose of restoring the insured external data media 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 or information, or if such reproduction is not effected within 12 months after the occurrence, the Company shall only be liable to indemnify the expenses incurred for replacing the lost or damaged data media themselves by new material.

As from the date of an indemnifiable occurrence the sum insured shall be reduced for the remaining period of insurance by the amount of indemnity paid, unless the sum insured is reinstated.

SECTION 11.C – INCREASED COST OF WORKING

Notwithstanding Special Exclusion (i) under Section 11.A of this Policy, the Company hereby agrees to indemnify the Insured upto but not exceeding the limits of Indemnity stated in the Policy Schedule for all additional costs which the Insured shall incur to ensure continued data processing on substitute equipment if such costs arise as an unavoidable consequence of an indemnifiable loss or damage during the period of insurance to property insured under the Material Damage Section of this Policy.

SPECIAL EXCLUSIONS APPLICABLE TO SECTION 11.C: INCREASED COST OF WORKING

The Company shall not be liable for -

i. Costs incurred for use of substitute equipment during the Time Excess stated in the Policy Schedule,
ii. Costs for replacement of data media, data and regeneration of data,
iii. Costs arising out of circumstances, which are not connected with the insured material damage. In particular the Company shall not be liable for additional costs arising out of –
    a. bodily injuries,
    b. orders or measures imposed by any public authority,
    c. expansion and improvements of the equipment,
    d. Lack of funds causing delay in repairs or replacement of damaged equipment
iv. Any other consequential loss such as loss of market or interest.
v.

PROVISIONS APPLYING TO SECTION 11.C: INCREASED COST OF WORKING –

Memo 1 INDEMNITY PERIOD –

The Indemnity Period shall commence with putting into use the substitute equipment. The insured shall bear that proportion of each claim, which corresponds to the Time Excess agreed.

Memo 2 SUM INSURED –

The `indemnity limit per hour' and `total sum insured' stated in the Policy schedule shall be declared by the insured. The total sum insured shall represent the aggregate limit of indemnity payable for all events occurring during the period of insurance.

The Company will also reimburse the insured for personnel expenses and costs for transportation of materials following an event giving rise to a claim under this Section of the Policy provided separate sums therefore have been entered in the Policy Schedule.

As from the date of an indemnifiable occurrence the sum insured shall be reduced for the remaining period of insurance by an amount of indemnity paid unless - reinstated by payment of an additional premium prescribed by the Company.

Memo 3 LOSS SETTLEMENT –

The Company shall indemnify those costs and expenses, which can be proved to have been incurred during the indemnity, period to maintain data processing operations to their previous extent, that are additional to those which would have been incurred during the same period if no insured event had occurred.

The total indemnity per event shall not exceed an amount equal to the agreed `indemnity limit per hour' or the `actual hourly rate payable for the use of substitute equipment,' whichever is less multiplied by the number of

working hours stated as `Indemnity Period' in the Policy schedule or by the actual number of working hours for which the substitute equipment is put into use, whichever shall be less.
However, if it is found, following an interruption, that the limit selected `per hour' is less than the amount actually incurred per hour for use of substitute equipment, the Company shall be liable to indemnify the insured in the same proportion as the limit selected `per hour' bears to the amount actually incurred per hour.
Provided always that –

i. the interruptions shorter than the Time Excess stated in the Policy schedule shall be excluded from the scope of this Policy and
ii. in respect of interruptions longer than the Time Excess the insured shall bear that proportion of each claim which corresponds to the Time Excess.

SECTION 12 – MACHINERY BREAKDOWN

PROPERTY INSURED

All Electrical and Mechanical Equipment's at the Insured Premises after successful completion of their performance/acceptance tests, whether they are at work or at rest, or being dismantled for the purpose of cleaning or overhauling, or in the course of the aforesaid operations themselves, or when being shifted within the premises, or during subsequent re-erection.

SCOPE OF COVER

If you have opted for this section, We will at its own option by payment or reinstatement or repair indemnify the Insured against unforeseen and sudden physical damage by any cause not hereinafter excluded to any insured property specified in the attached schedule(s) whilst in the premises therein mentioned necessitating its immediate repair or replacement. This Policy shall apply to the insured items after successful completion of their performance/acceptance tests, whether they are at work or at rest, or being dismantled for the purpose of cleaning or overhauling, or in the course of the aforesaid operations themselves, or when being shifted within the premises, or during subsequent re-erection. The liability of the Company for any one item of the insured property shall not exceed in the aggregate in any one period of Insurance the Sum Insured set against such in the attached schedule(s), unless the Sum Insured under such item is reinstated after occurrence of a claim for balance period.

SPECIFIC EXCLUSIONS APPLICABLE TO SECTION 12 – MACHINERY BREAKDOWN

The company shall not be liable under this section in respect of -

1. Loss, damage and/or liability caused by or arising from or in consequence, directly or indirectly of fire including extinguishment of a fire or clearance of debris and dismantling necessitated thereby, smoke, soot, aggressive substance, lightning, explosion of any kind (other than bursting or disruption of turbines, compressors, cylinders of steam engines, hydraulic cylinders or fly wheels or other apparatus subject to centrifugal force, internal pressure) theft, collapse of buildings, subsidence, landslide, rockslide water which escapes from water containing apparatus, flood, inundation, storm, tempest, earthquake, volcanic eruption or other Acts of God, impact of land borne or waterborne or airborne craft or other aerial devices and/or articles dropped there from.
2. Any loss or damage by fire within the electrical appliances and installation insured by this Policy arising from or occasioned by overrunning, excessive pressure, short circuiting, arcing, self heating or leakage of electricity, from whatever cause (lightning included), is covered; provided that this extension shall apply only to the particular electrical machine; apparatus fixture fitting or portions of the electrical installation so affected and not to other machines, apparatus, fixtures fittings or portions of the electrical installation which may be destroyed or damaged by fire so set up.
3. Loss damage and/or liability caused by or arising from or in consequence, directly of -
   a) War, Invasion, Act of Foreign Enemy, Hostilities or war like operations (Whether war be declared or not), Civil War, Rebellion, Revolution, Insurrection, Mutiny, Riot, Strike, Lockout and Malicious Damage, Civil Commotion, Military or Usurped Power, Martial Law, Conspiracy, Confiscation, Commandeering by a group of malicious persons or persons acting on behalf of or in connection with any political organisation, Requisition or Destruction or damage by order of any Government de-jure or de facto or by any Public, Municipal or Local Authority.
   b) Nuclear reaction, nuclear radiation, or radioactive contamination.

4. Accident, loss, damage/and/or liability resulting from overload experiments or tests requiring the imposition of abnormal condition
5. Gradually developing flaws, defects, cracks, or partial fractures in any part not necessitating immediate stoppage, although at some future time repair or renewal of the parts affected may be necessary.
6. Deterioration of or wearing away or wearing out any part of any machine caused by or naturally resulting from normal use or exposure.
7. Loss, damage and/or liability caused by or arising out of the wilful act to wilful neglect or gross negligence of the Insured or his responsible representatives.
8. Liability assumed by the Insured by agreement unless such liability would have attached to the Insured notwithstanding such agreement.
9. Loss, damage and/or liability due to faults or defects existing at the time of commencement of this insurance and known to the Insured or his responsible representative but not disclosed to the Company.
10. Loss of use of the Insured's plant or property or any other consequential loss incurred by the Insured.
11. Loss, damage, and/or liability due to explosions in Chemical Recovery Boilers, other than pressure explosions for e.g. smelt, chemical, ignition, explosions etc.

SPECIFIC EXCLUSIONS APPLICABLE TO SECTION 12: MACHINERY BREAKDOWN

1. The Excess, as stated in the Schedule, to be first borne by the insured out of each and every claim; where more than one item is damaged in one and same occurrence, the insured shall not, however, be called upon to bear more than the highest Excess applicable to any one such item;
2. Loss of or damage to belts, ropes, chains, rubber tyres, dies, moulds, blades, cutters, knives or exchangeable tools, engraved or impression cylinders or rolls; objects made of glass, porcelain, ceramics, all operating media (e.g. lubricating oil, fuel, catalyst, refrigerant, dowtherm) felts, endless conveyor belts or wires; sieves, fabrics, heat resisting and anti-corrosive lining and parts of similar nature, packing material, parts not made of metal (except insulating material) and non-metallic lining or coating of metal parts.
3. Loss or damage for which the manufacturer or supplier or repairer of the property is responsible either by law or contract

   In any action, suit, or other proceeding where the Company alleges that by reason of the provisions of the exceptions or exclusions above, any loss, destruction, damage, or liability is not covered by this insurance, the burden of proving that such loss, destruction, damage, or liability is covered shall be upon the Insured.

SPECIFIC PROVISIONS APPLICABLE TO SECTION 12: MACHINERY BREAKDOWN

1. Sum Insured
   a. It is the requirement of this Insurance that the Sum Insured shall be equal to the cost of replacement of the insured property by new property of the same kind and same capacity which shall mean its replacement cost including freight and customs duties, if any, and erection costs.
2. Basis of Indemnity
   a. In cases where damage to an insured item can be repaired, the Company will pay expense necessarily incurred to restore the damaged machine to its former state of serviceability plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs as well as ordinary freight to and from a repair shop, customs duties if any to the extent such expenses have been included in the Sum Insured. If the repairs are executed at a workshop owned by the Insured, the Company will pay the cost of materials and wages incurred for the purpose of the repairs plus a reasonable percentage to cover overhead charges. No deduction shall be made for depreciation in respect of parts replaced except for (i) wear and tear parts and (ii) parts for which manufacturers have specified a fixed life for use and the like but the value of any salvage will be taken into account. If the cost of repairs as detailed here in above equals or exceeds the actual value of the machinery insured immediately before the occurrence of the damage the settlement shall be made on the basis provided for in (b) below.
   b. In cases where an insured item is destroyed, the Company will pay the actual depreciated value of the item immediately before the occurrence of the loss including costs for ordinary freight erection and customs duties if any provided such expenses have been included in the Sum Insured, such actual value to be calculated by deducting proper depreciation from the replacement value of the item. The Company will

also pay any normal charges for the dismantling of the machinery destroyed but the salvage will be taken into account. Any extra charges incurred for overtime, night-work, work on public holidays, express freight are covered by this insurance only if especially agreed to in writing. In the event of the makers' drawings, patterns and for boxes necessary for the execution of a repair not being available the Company shall not be liable for cost of making any such drawing patterns or core boxes.

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

The cost of any provisional repairs will be borne by the Company if such repairs constitute part of the final repairs and do not increase the total repair expenses. If the Sum Insured is less than the amount required to be insured as per Provision 1 here in above, the Company will pay only in such proportion as the Sum Insured bears to the amount required to be insured. Every item if more than one shall be subject to this condition separately.

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

3. Inspection of Turbines and Turbo Generators

   All Mechanical and Electrical parts of any steam turbine, gas turbine or generator up to 30,000 KW shall be inspected and overhauled thoroughly under the supervision of Maker's representatives, in a completely opened up state at least every two years: for turbines or generators exceeding 30,000 KW such inspection and overhaul shall take place after 32,000 hours of operation or every four years. The cost of inspection and overhauling shall be borne by the Insured and a copy of the Report issued by the Maker's representative on such inspection and overhauling shall be furnished to the Company immediately after the work has been carried out.

   The Insured shall arrange for these regular inspections in such a way as to enable the Company's representative to be present at the inspection at their own expenses. The Company shall be notified at least seven days in advance of the commencement of any overhauling necessary according to expert opinion.

   If the Insured fails to comply with the requirements of his condition, the Company shall be free from all liability for loss or damage caused by any circumstances, whatsoever.

   The Insured may apply for an extension of the period between any two regular inspections, and such extension may be considered if in the opinion of the Company the risk is not aggravated thereby.

4. Obligations of the Insured
   a. The Insured shall take all reasonable steps to maintain the insured property in efficient working order and to ensure that no item is habitually or intentionally overloaded. The Insured shall fully observe the manufacturer's instructions for operating, inspection and overhaul, as well as government, statutory municipal and all other binding regulations in force concerning the operation and maintenance of the insured plant and machinery.
   b. The Company's Officials shall at all reasonable times have the right to inspect and examine any property insured hereunder and the Insured shall provide the Officials of the Company with all details and information necessary for the assessment of the risk. The Company shall provide the Insured with a copy of the inspecting Official's report; which shall however be treated as strictly confidential both by the Insured and the Company.
   c. In the event of any:
      i. Material changes in the original risk
      ii. Alteration, modification, or addition to insured item
      iii. Departure from prescribed operating conditions, whereby the risk or loss or damage increases
      iv. Changes in the Insured's Interest (such as discontinuation or liquidation of the business or being placed in receivership)

      taking place, the Policy shall be void unless its continuance be agreed by endorsement signed by the Company.

5. Duties following an Accident

   In the event of any occurrence which might give rise to a claim under this Policy, the Insured shall:

a. immediately notify the Company by telephone or telegram as well as in writing, giving an indication as to the nature and extent of loss or damage.
b. take all reasonable steps within his power to minimise the extent of the loss or damage.
c. preserve the damaged or defective parts and make them available for inspection by an official or d. surveyor of the Company.
d. furnishes all such information and documentary evidence as the Company may require.

The Company shall not be liable for any loss or damage of which no notice and completed claim form have been received by the Company within fourteen days of its occurrence.

Upon notification of a claim being given to the Company, the Insured may proceed with the repair of any minor damage not exceeding Rs. 2,500/- provided that the carrying out of such repair is without prejudice to any question of liability of the Company and that any damaged part requiring replacement is kept for inspection by the Company, but in all other cases a representative of the Company shall have the opportunity of inspecting the damage before any alterations repairs or replacement are affected.

Nothing contained herein shall prevent the Insured from taking such steps as are absolutely necessary to maintain the operation of the plant.

The liability of the Company under this Policy in respect of any item of property sustaining damage, for which indemnity is provided, shall cease if the said item is kept in operation without being repaired to the satisfaction of the Company.

6. Position after Claim
   a. The Insured shall not be entitled to abandon any property whether taken possession of by the Company or not.
   b. As from the day of loss the Sum Insured for the remainder of the policy period is reduced by the amount of the compensation. To prevent under insurance during the remainder of the current policy period the amount insured must be reinstated. The premium will be calculated pro-rata from the day repaired item is again put to work. For subsequent policy period the original indemnity and premium are again in force unless circumstances justify an alteration.
7. Transfer of Interest

   The insurance granted by this Policy shall cease to attach to any items described in the Policy Schedule the interest in which shall pass from the Insured otherwise than by will or operation of law. Unless the consent of the Company for the continuance of the Insurance shall be obtained and signified by endorsement hereon.
8. Recourse

   The Insured shall at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or required by the Company in enforcing any right or remedies of obtaining relief or indemnity from parties (other than those insured under this Policy) to which the Company shall be or would become entitled or subrogated upon their paying for or making goods of any loss damage under this policy, whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by the Company.

SECTION 13 – PUBLIC LIABILITY

SCOPE OF COVER

We will indemnify You against your legal liability (other than under the Public Liability Insurance Act, 1991 or any other statute based on the doctrine of “No Fault Liability”) to pay compensation including claimant’s costs, fees and expenses anywhere in India, in accordance with Indian Law.

INDEMNITY:

We will indemnify the Insured in excess of the Compulsory Excess and Voluntary Excess, subject to the Limit of Indemnity, against its legal liability (including Defence Costs) to pay Damages for third party Claims arising out of Bodily Injury and/or Property Damage:

a) caused by an Accident in the Insured Premises,
b) in the course of the Business, and
c) during the Period of Insurance if notified during the Policy Period by the Insured in accordance with the terms of this Policy.

Defence Costs

We will, subject to the Limit of Indemnity, pay all costs, fees and expenses incurred with Our prior written consent in the investigation, defence or settlement of any Claim and the Insured's costs of representation at any inquest, inquiry, or other proceedings in respect of matters which have a direct relevance to an actual or anticipated Claim against the Insured falling within the terms of this Policy.

DEFINITIONS APPLICABLE TO SECTION 13: PUBLIC LIABILITY

(a) **Accident** means a fortuitous event or circumstance, which is sudden, unexpected and unintentional including resultant continuous, intermittent or repeated exposure arising out of the same fortuitous event or circumstance.

(b) **Bodily Injury** means death, bodily injury, illness or disease of or to any person.

(c) **Claim** means the receipt by the Insured of any written or verbal notice of demand for compensation or rectification made by or on behalf of a third party against the Insured, and/or any suit, claim, petition, writ, statement of claim, claim form, summons, application or other originating legal or arbitral process, cross-claim, counterclaim or third or similar party notice served upon the Insured.

(d) **Defence Costs** means the expenses incurred by or on behalf of the Insured or the Company in the investigation or settlement or defence of a Claim and shall include legal costs and disbursements.

(e) **Insured Premises** means the place or places named in the Policy Schedule from where the Insured's Business is conducted and shall be deemed to include pipelines owned by the Insured that run outside of the Premises for discharging treated effluents to a disposal point situated within a distance of not more than one kilometre (unless specifically agreed and mentioned in your Policy Schedule) from the Premises.

(f) **Limit of Indemnity** means the amount stated in the Policy Schedule, which shall be the Company's total liability under this Policy (inclusive of Defence Costs, and regardless of the number of Insureds or claimants or the total number or amount of Claims made against the Insured) for any one Claim and in the aggregate for all Claims made against the Insured during the Policy Period.

(g) **Pollution** means and includes pollution or contamination by solids, liquids, gaseous or thermal irritants, contaminants, smoke, vapour, soot, fumes, acids, alkalis, radioactive and/or nuclear material, chemical or waste materials (including but not limited to any materials to be recycled, reconditioned or reclaimed) or otherwise of atmosphere, water, soil or other tangible material property.

(h) **Product** means any tangible property after it has left the custody or control of the Insured, which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the Insured but shall not mean food and beverages supplied by or on behalf of the Insured primarily to the Insured's employees as a staff benefit.

(i) **Property Damage** means actual and/or physical damage to tangible property;

3.

(a) Notification Extension Clause:

Should You notify Us during the Policy Period, in accordance with "**General Condition – Claim Settlement Process"**, of any specific event or circumstance which We accept may give rise to a claim or claims which form the subject of indemnity by this policy, then the acceptance of such notification means that We will deal with such claim or claims as if they had first been made against You during the Policy Period. The extension under this clause will be subject to the maximum time limit laid down under the Indian Limitation Act in force from time to time.

(b) Extended Claim Reporting Clause:

Subject to the limits of indemnity and the terms, conditions and exceptions of the section, if this Policy is cancelled nor renewed or replaced, either by Us or by You, with an insurance Policy for the same interest You shall be entitled to an Extended Reporting Period of number of days as opted by You and mentioned in Your Policy Schedule, granted automatically from the date of expiry of the Policy, for notification of claims for accidents which had taken place during the Period of Insurance but could not be made during the Policy Period, provided, however, all claims made during the extended reporting period shall be handled as if they were made on the last day of the expiring policy period.

INSURED PERSONS:

Subject to the Limit of Indemnity, their compliance with the terms and conditions of this Policy and without prejudice to the Your obligations under this Policy, in the event of a Claim indemnifiable under the Section the indemnity provided hereunder shall also extend to:

A. Officials of the Insured in their business capacity arising out of the performance of their business or in their private capacity arising out of their temporary engagement of the Insured's employees;

B. The officers, committees and members of the Insured's canteen, social, sports, medical, firefighting and welfare organizations in their respective capacities as such;

C. The personal representatives of the estate of any person who would otherwise be indemnified by this Policy but only in respect of liability incurred by such person.

Provided always that all such persons or parties shall exercise their rights through the Insured named in the Policy Schedule and; observe, fulfil and be subject to the terms, conditions and exclusions of this Policy as though they were the Insured.

CROSS LIABILITIES:

Each person or party indemnified is separately indemnified in respect of claims made against any of them by any other person or party (other than the named Insured) subject to Our total liability not exceeding the limit of indemnity stated in the Policy Schedule.

LIMIT OF INDEMNITY:

Our total liability to pay compensation, Claimant's costs, fees and expenses and defence costs shall not exceed the limit of Indemnity stated in the Policy Schedule. Limit of Indemnity applies to any one claim or series of claims arising from one originating cause. Limit of Indemnity shall represent the total amount of Our liability during the Policy Period.

CLAIMS SERIES CLAUSE

For the purpose of this section where a series of and/or several bodily injuries and/or property damages are attributable directly or indirectly to the same cause all such bodily injuries and/or property damages shall be added together and all such bodily injuries and/or property damages shall be treated as one claim and such claim shall be deemed to have been made at the point in time when the first of the claims was made in writing. There shall, however, be no coverage for claims made or arising from one specific cause, which are made later than 3 years after the first claim of the series.

COMPULSORY EXCESS

You shall bear as Compulsory Excess the amount or percentage of the limit of indemnity per any one accident as mentioned in the Policy Schedule. This Compulsory Excess shall be applicable to both (a) death/bodily injury and (b) property damage, inclusive of defence costs arising out of any one accident. Our liability shall attach for the claim in excess of such Compulsory Excess (and Voluntary Excess, if any, opted by the Insured).

VOLUNTARY EXCESS

In the event of You opting, the section shall be subject to a voluntary excess as mentioned in the Policy Schedule. This voluntary excess shall be applicable to both (a) death/bodily injury claims and (b) property damage claims inclusive of defence costs arising out of any one accident. Our Liability shall attach for the claims in excess of such compulsory and voluntary excess.

SPECIFIC EXCLUSIONS APPLICABLE TO SECTION 13: PUBLIC LIABILITY

This section does not cover liability:

1. assumed by the Insured by agreement and which would not have attached in the absence of such agreement.
2. arising out of earthquake, earth-tremor, volcanic eruption, flood, storm, tempest, typhoon, hurricane, tornado, cyclone or other similar convulsions of nature and atmospheric disturbance.
3. arising out of deliberate, wilful or intentional non-compliance of any statutory provision.
4. arising out of loss of pure financial nature such as loss of goodwill, loss of market, etc.
5.
   (a) arising out of all personal injuries such as libel, slander, false arrest, wrongful eviction, wrongful detention, defamation, etc. and mental injury, anguish, or shock resulting there from;
   (b) infringement of plans, copy-right, patent, trade name, trademark, registered design;
6. arising out of fines, penalties, punitive or exemplary damages or any other damages resulting from the multiplication of compensatory damages.
7. directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, terrorism or military or usurped power.

8. directly or indirectly caused by or contributed to by
   (a) ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
   (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
9. This Section does not cover liability for claims arising out of;
   the ownership possession or use by or on behalf of the Insured of any motor vehicle or trailer for which compulsory insurance is required by legislation other than the following;
   (a) claims caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer;
   (b) claims arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer;
   (c) claims for damage to any bridge, weighbridge, road or anything beneath caused by the weight of any motor vehicle or trailer or of the load carried therein;
   (d) claims arising out of any motor vehicle or trailer temporarily in the Insured's custody or control for the purpose of parking.
10. transportation of materials and / or hazardous / dangerous substances outside Insured's premises unless specifically covered.
11. the ownership possession or use by or on behalf of the Insured of any aircraft, watercraft or hovercraft.
12. damage to property owned leased or hired or under hire-purchase or on loan to the Insured or otherwise in the Insured's care custody or control other than the
   (a) premises (or the contents thereof) temporarily occupied by the Insured for work thereon or other property temporarily in the Insured's possession for work thereon (but no indemnity is granted for damage to that part of the property on which the Insured is working and which arises out of such work).
   (b) employees and visitors clothing and personal effects.
   (c) premises tenanted by the Insured to the extent that the Insured would be held legally liable in the absence of any specific agreement.
13. Injury and/ or Damage occurring prior to the Retroactive Date mentioned in the Policy Schedule.
   Provided always that in the event of any Injury or Damage arising from continuous or continual inhalation, ingestion or application of any substance following the covered accident and where the Insured and company cannot agree when the Injury or Damage occurred, then:
   (a) Injury shall be deemed to have occurred when the claimant first consulted a qualified medical practitioner in respect of such Injury;
   (b) Damage shall be deemed to have occurred when it first became evident to the claimant even if the cause was unknown.
14. the deliberate, conscious or intentional disregard of the Insured's technical or administrative management of the need to take all reasonable steps to prevent claims.
15. Injury to any person under the contract of employment or apprenticeship with the Insured their contractor(s) and/or Sub-Contractor(s) when such Injury arises out of the execution of such contract.
16. liability more specifically Insured elsewhere.
17. Any liability under the Public Liability Insurance Act 1991, any amendment thereto, or any other statute or law which attaches liability on a no fault basis.
18. Pollution of any kind.
19. Any Product.
20. for any claims where the Insured were aware of the circumstance or event which gave rise to the claim before the inception of this Policy;
21. for any financial loss or claim arising out of any act of negligence, error, mistake or omission in rendering or failing to render professional services, whether performed by the Insured or by others for whom the Insured is legally responsible;
22. any actual or alleged liability whatsoever, directly or indirectly caused by or resulting from or in consequence of or contributed to by or arising out of asbestosis or any related disease (including cancer)

resulting from the existence, production, processing, manufacture, sale, distribution, storage, deposit or use of asbestos, asbestos products and/or products containing asbestos in whatever form or quantity;

23. any actual or alleged loss of or damage to property or liability whatsoever, directly or indirectly caused by or resulting from or in consequence of or contributed to by or arising out of non-ionic radiation, including but not limited to Electro-Magnetic Fields and/ or Electro-Magnetic Interference;
24. for any claims arising outside the geographical limits as mentioned in the Policy Schedule;
25. in connection with dishonest/criminal acts of employees or persons working for/on behalf of the Insured;
26. prior and pending losses;
27. caused by, whatsoever nature directly or indirectly, resulting from or in connection with:
    a. Employers Liability & Employment Practices Liability;
    b. Professional Liability;
    c. Mold, fungi, mildew, spore or mycotoxins of any kind;
    d. Insured vs. Insured claims;
    e. Damage to alienated premises;
    f. Libel and Slander;
    g. Advertising injury;
    h. Assault and Battery;
    i. Property under care, control and/or custody of the Insured;
    j. Offshore risk;
    k. Toxic waste
28. arising out of consumption of food, beverage and/or any other edible items supplied by the Insured in the Insured's premises, unless specifically covered;
29. arising out of Industrial seepage, pollution and contamination, unless specifically covered;
30. any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection Strike, riots and civil commotion regardless of any other cause or event contributing concurrently or in any other sequence to the loss;
31. for Bodily Injury or Property Damage arising out of or with respect to or in relation to the furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol and/or any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages and/or causing or contributing to the intoxication of any person.

SPECIFIC CONDITIONS APPLICABLE TO SECTION 13: PUBLIC LIABILITY

1. We may at any time pay to You in connection with any claim or series of claims under this policy to which an Indemnity limit applies the amount of such limit (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment being made, we shall relinquish the conduct and control of and be under no further liability in connection with such claims.
2. **Alterations to the Policy**
   You shall give notice as soon as reasonably practicable of any fact, event or circumstance which materially changes the information supplied to Us at the time when this policy was effective, and We may amend the terms of this policy according to the materiality of such change.
3. **Maintenance of Records**
   You shall keep accurate records of annual turnover which term shall include all leviable duties and at the time of renewal of Insurances declare such details as We may require. We shall at all reasonable time have free access to inspect such records.
4. **Other Insurance**
   If at the time of happening of any event resulting into a liability under this policy, there be any other public liability insurance or insurances effected by You or by any other person covering the same liability, then We shall not be liable to pay or contribute more than its rateable proportion of such liability. This Policy does not cover liability which at the time of happening of any event resulting into such liability, be Insured by or would, but for the existence of this policy, be Insured by, any other Policy (but not a Public Liability Policy) or Policies, except in respect of any excess beyond the amount which could have been payable under such Policy / Polices, had this Insurance not been effected.
5. **No Reinstatement of Sum Insured**

In the event of liability arising under the Policy or the payment of claim under the Policy, the Limit of Indemnity per any one-year under the Policy shall get reduced by the extent of quantum of liability to be paid or actual payment of such claim. Under no circumstances, it shall be permissible to reinstate the limit of indemnity to the original level, even on payment of extra premium.

6. **Limitation Period**
   It is also hereby further expressly agreed and declared that if we shall disclaim liability to you 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.
7. **Claim Settlement**
   We will settle the claim under this policy within 30 days from the date of receipt of necessary documents required for assessing the claim. In the event that We decide to reject a claim made under this policy, We shall do so within a period of thirty days of the survey report or the additional survey report, as the case may be, in accordance with the provisions of Protection of Policyholders' Interest Regulations 2002.

SECTION 14– SIGN BOARD

PROPERTY INSURED

Neon & illuminated Signs, Hoardings at the Insured's Premises related to the Insured's Business and belonging to the Insured, as specified in the Policy Schedule.

SCOPE OF COVER

We hereby agree, subject to the terms, conditions, warranties, deductibles and exclusions herein contained, or endorsed or otherwise expressed hereon, to indemnify You up to the Sum Insured or Limit of Liability mentioned in Your Policy Schedule against loss or damage and/or liability suffered or occurring during the Policy Period and covered in the following Sections, provided always that the liability of the Company shall in no case exceed:

• For Section I – Loss of or Damage to Sign Board: The Sum Insured on each item or on the whole the Total Sum Insured mentioned in the Policy Schedule.
• Section II – Third Party Liability: Limit of Liability for any one Accident and in Aggregate mentioned in the Policy Schedule.

SECTION I: LOSS OF OR DAMAGE TO THE SIGN BOARD

Under this Section, We will pay up to the Sum Insured, as per the Sum Insured basis opted by You, for any loss of or damage to the Sign Board mentioned in the Policy Schedule fixed at the Insured Premises or Location arising out of the below mentioned perils:

a) Accidental External Means
b) Fire, Lightning, External Explosion
c) Riot, strike, malicious damage
d) Earthquake (fire and shock), subsidence and landslide (including rockslide) damage, flood, storm, cyclone, volcanic eruption, typhoon, hurricane, tornado, or other convulsion of nature or atmospheric disturbances.
e) Theft of whole Sign Board

Provided always that such loss or damage has occurred during the Policy Period mentioned in the Policy Schedule or during any further Period for which We may accept payment for the renewal or extension of this Policy and by a cause not excluded under this Section.
If We have admitted a claim under this Section of this Policy, We will also pay reasonable expenses necessarily incurred in connection with the following:

a. Boarding up or temporary glazing pending replacement of the Sign Board;
b. Replacing alarm, foil, lettering, painting, embossing, silvering or other ornamental work on glass following damage to such Sign Board;

c. Installation Costs.
d. Removal of Debris.

Provided always that, Our liability will not exceed the Limits specified against each of the above items or the Total Sum Insured mentioned in the Policy Schedule, in respect of any one event and in aggregate for all occurrences during the Policy Period.

Specific Exclusion applicable to Section I: LOSS OF OR DAMAGE TO SIGN BOARD

We are not liable to make any payment under this Section in respect of following, unless specifically agreed and mentioned in Your Policy Schedule:

1. 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.
2. Mechanical or Electrical Breakdown failures or breakages and/or over-running, over-heating, over-loading or strain.

Sum Insured Basis Options applicable to Section - Loss of or Damage to the Sign Board:

The Sum Insured opted by You at Inception or Renewal shall be as per one of the following basis mentioned in Your Policy Schedule:

a. **Market Value Basis**
Sum Insured on Market Value Basis shall represent the cost of replacement on the first day of Policy Period of similar Sign Board less depreciation for age, usage and condition.

b. **Replacement Value Basis**
Sum Insured on Replacement Value Basis shall not be less than the cost of replacement as if such Sign Board(s) were replaced on the first day of Policy Period which shall mean the cost of replacement of the Sign Board by a new Sign Board in a condition equal to but not better or more extensive than its condition when new. No depreciation for age, usage and condition should be taken into consideration while arriving Sum Insured on Replacement Value Basis.

Basis of Loss Settlement applicable to Section I – Loss of or Damage to the Sign Board:

Based on the Sum Insured Basis Opted by You at the Policy Inception or Renewal, Partial Loss Claims for Sign Board shall be paid as below, provided that Our liability shall in no case exceed the Sum Insured stated in the Policy Schedule against each Item:

1. Partial Loss Settlement For Sign Board:

a. **Partial Loss Settlement for Sum Insured Opted on Market Value Basis**
We shall pay You the Actual Repair Cost of the damage and the Cost of Replacing or Reinstating the damaged parts of the Sign Board with parts of same kind or type but not superior to or more extensive than the parts when new as on date of loss less due allowance for betterment and depreciation for age, usage and condition.

b. **Partial Loss Settlement for Sum Insured Opted on Replacement Value Basis**
We shall pay You the Actual Repair Cost of the damage and the Cost of Replacing or Reinstating the damaged parts of the Sign Board with parts of same kind or type but not superior to or more extensive than the parts when new as on date of loss.

2. Total Loss Settlement For Sign Board:

Based on the Sum Insured Basis Opted by You at the Policy Inception or Renewal, Total Loss Claims for Sign Board shall be paid as below, provided that Our liability shall in no case exceed the Sum Insured Stated in the Policy Schedule against each Item:

a. Total Loss Settlement for Sum Insured Opted on Market Value Basis
In the event of Total Loss, We will pay You the Replacement Cost of the lost or damaged Sign Board as on Date of Loss less due allowance for betterment and depreciation for age, usage and condition.

b. Total Loss Settlement for Sum Insured Opted on Replacement Value Basis
In the event of Total Loss, We will pay You the Replacement Cost of the damaged Sign Board as on the Date of Loss i.e. the replacement value will be for a new Sign Board of same kind, capacity and specification excluding any allowance for betterment.

SECTION II: THIRD PARTY LIABILITY

If You have opted for this Section, We will indemnify You for an amount for which You become legally liable to pay as Compensation, including claimant's defense costs incurred with Our prior approval, arising out of the following Occurrence during the Policy Period, subject always to the Limit of Liability mentioned in the Policy Schedule against this Section, terms, conditions, exclusions and Deductible of this Policy:

1. Third Party Bodily Injury or Death; or
2. Third Party Property Damage

Provided always that, such Bodily Injury or Death or Property Damage is solely as a result of loss of or damage to the Sign Board insured under "Section I – Loss of or Damage to Sign Board".

Specific Exclusion applicable to Section II: Third Party Liability

We are not liable to make any payment under this Section in respect of following, unless specifically agreed and mentioned in Your Policy Schedule:

1. Death of or Bodily Injury to any person under contract of employment or apprenticeship of the Insured arising out of and in the course of such employment.
2. Death of or Bodily Injury to Insured's Contractors and/or Sub-Contractors, when such injury arises out of the executing of such contract.
3. Damage to property belonging to or held in trust by or in the custody or control of the Insured.

EXCLUSIONS (Applicable to Section I – Loss of or Damage to Sign Board and Section II – Third Party Liability)

This section does not cover the following unless specially mentioned in the Policy Schedule and expressly insured by the section: -

1. For the amount of the Deductible/Excess specified in the Policy Schedule ascertained after the application of all other terms and conditions of this Policy.
2. Breakage of lettering, unless the same is accompanied by the loss, destruction, damage to the Sign Board.
3. Loss of or Damage or Breakage to frame or framework of any type unless specifically agreed and mentioned in Your Policy Schedule.
4. Any damage to the Sign Board that existed before the Policy Inception i.e. any Pre-existing damage.
5. Loss or Damage due to gradual deterioration, deformation, distortion, wear and tear, the cost of normal upkeep and normal maintenance.
6. Any loss or damage caused wilfully or knowingly by You or Your Employee or Family Member.
7. Any loss or damage in which You or any person acting on Your behalf is involved or implicated.
8. Loss due to or in any way contributed to by the Insured having knowingly permitted or caused or suffered anything to be done or not done whereby the risks hereby insured against were increased.
9. Damage arising from the Sign Board being worked upon in any manner, including but not limited to repair, cleaning, maintenance or during its removal or replacement or erection or in the course of alteration to the Insured Premises or Location.
10. Damage to the Sign Board that is not completely and securely fixed.
11. Disfiguration, scratching, cracking or chipping unless part of fracture extending through the entire thickness of the Sign Board.
12. The cost of embossing, silvering, lettering, curving or ornamental work of any kind, unless specifically disclosed, agreed and mentioned in Your Policy Schedule.
13. Confiscation or detention by the order of any Government or Public Authority.
14. Consequential losses (including but not limited to loss of profit, business interruption, market loss).
15. Legal liability of any kind, except to the extent covered under "Section II – Third Party Liability", if opted by You.
16. Any Loss or Damage or Liability arising due to defective design or workmanship by the manufacturer or supplier.
17. Loss or damage or Liability directly or indirectly arising from war (whether war be declared or not), war-like operations, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrections, mutiny,

commandeering a group of malicious persons or persons acting on behalf of or in connection with any political organisation, civil commotion, military or usurped power, seizure, capture, confiscation, arrests, restraint and/or detainment by the order of any government or any other authority.

18. Loss or damage or Liability due to ionising radiation or contamination by radioactive substance from any nuclear fuel or from any nuclear assembly or nuclear waste or from the combustion of nuclear fuel.

SPECIFIC CONDITIONS APPLICABLE TO SECTION 15- SIGN BOARD

1. **Alteration of Risk**
   The cover provided under this Policy shall be immediately suspended and no payment for any claim shall be made by Us, if:
   a. any alteration to the situation or the position of the Sign Board in the Insured Premises or to the Business or to the occupancy of the Insured Premises or any material change in the facts and matters stated in the Proposal, and/or
   b. the ownership of the Sign Board passes from the Insured to any other person or entity.
   Unless and until You have notified Us of such alteration or change and We have agreed in writing for the same.
2. **Condition of Average**
   If the Sign Board insured shall at the time of any loss or damage be collectively of greater value than the Sum Insured thereon, You shall be considered as being Your own insurer for the difference and shall bear a rateable proportion of the loss or damage accordingly. Every item, if more than one, in the Policy, shall be separately subject to this condition.
3. **Indemnity**
   We may at Our option reinstate, replace or repair the Sign Board lost or damaged or any part thereof instead of paying the amount of loss or damage or may join with any other insurer in so doing, but We shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and , in no case, shall We be bound to expend more in reinstatement than it would have cost to reinstate such Sign Board as it was at the time of the occurrence of such loss or damage, not more than the Sum Insured thereon.
4. **Reinstatement of Sum Insured after settlement of claim**
   Immediately upon the happening of any loss or damage, the Sum Insured under this Policy shall be reduced by the amount of the loss or damage claimed and such reduced Sum Insured shall then represent Our maximum liability in respect of any further Claims made during the Policy Period, unless We consent, upon Your payment of any additional premium to reinstate the Sum Insured to the level available at the inception of this Policy

SECTION 15 - PLATE GLASS

PROPERTY INSURED

Fixed Glasses and their related fittings at the Insured's premises related to the Insured's Business, as specified in the Policy Schedule.

SCOPE OF COVER

We hereby agree, subject to the terms, conditions, warranties, deductibles and exclusions herein contained, or endorsed or otherwise expressed hereon, to indemnify You up to the Sum Insured as per the Sum Insured Basis opted by You and mentioned in the Policy Schedule, in respect of:

a. Any accidental loss of or damage (which for the purpose of the Section shall not include damage by scratches) to any of the Plate Glass mentioned in the Policy Schedule located at the Insured premises provided that such damage has occurred during the Policy Period and other than by a cause excluded herein.
b. The cost of erecting any temporary boarding necessitated by such accidental loss of or damage to the Plate Glass.

ADDITIONAL INBUILT BENEFIT

We will also pay below mentioned costs incurred by You, up to the Limits specified in Your Policy Schedule, in respect of any one event and in aggregate of all occurrences during the Policy Period for each of the following, provided that the replacement of below mentioned items are necessitated by loss of or damage to the Plate Glass indemnifiable under this Section. The Limit for this Inbuilt Cover is not over and above the Total Sum Insured against this section and is within the Total Sum Insured against this section.

a. Cost of replacing lettering, signwriting or ornamentation affixed to the broken Plate Glass.
b. Cost of replacement of shatter proof or resistant or reflective film affixed to the broken Plate Glass.
c. Cost of replacement of the burglar alarm tape or any wiring affixed to the broken Plate Glass.
d. Reasonable cost of replacing the damaged window frames or framework, but with due allowance for wear and tear.

BASIS OF SUM INSURED

The Sum Insured opted by You at Inception or Renewal shall be as per one of the following basis mentioned in Your Policy Schedule:

a. **Intrinsic Value Basis**
Sum Insured on Intrinsic Value Basis shall represent the cost of replacement on the first day of Policy Period of similar Plate Glass less depreciation for age, usage and condition.

b. **Replacement Value Basis**
Sum Insured on Replacement Value Basis shall not be less than the cost of replacement as if such Plate Glass(es) were replaced on the first day of Policy Period which shall mean the cost of replacement of the Plate Glass by a new Plate Glass in a condition equal to but not better or more extensive than its condition when new. No depreciation for age, usage and condition should be taken into consideration while arriving Sum Insured on Replacement Value Basis.

BASIS OF LOSS SETTLEMENT

A. For Sum Insured opted on Intrinsic Value Basis
In the event of any accidental loss of or damage to the Plate Glass, We will pay You the Replacement cost of the Damaged or Broken Plate Glass as on date of Loss with Plate Glass of same kind, type and specification but not superior to or more extensive than the Plate Glass Insured when new as on the Date of Loss less due allowance for betterment and depreciation for age, usage and condition of the Plate Glass Insured, subject to "**General Condition No.9 - Condition of Average**" of this Policy.

B. For Sum Insured opted on Replacement Value Basis
In the event of any accidental loss of or damage to the Plate Glass, We will pay You the Replacement cost of the Damaged or Broken Plate Glass as on date of Loss which excludes any allowance for betterment i.e. the Replacement Value for a new Plate Glass of same kind, type and specification without deducting depreciation for age, usage and condition subject to **"General Condition No.4 - Condition of Average"** of this Policy.

SPECIFIC EXCLUSIONS APPLICABLE TO SECTION 16: PLATE GLASS

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

1. For the amount of the Deductible/Excess specified in the Policy Schedule ascertained after the application of all other terms and conditions of this Policy.
2. Any loss or damage occasioned by or arising from any consequence of fire, explosion, gas, and heat.
3. Any loss or damage occasioned by or arising from Earthquake, flood, storm, cyclone, volcanic eruption, or other convulsions of nature or atmospheric disturbances.
4. Any loss or damage occasioned by or arising from or in connection with riot or strike and malicious damage.
5. Any Loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speed.
6. Cracked, scratched, or imperfect Plate Glass.
7. Any damage to the Plate Glass that existed before the Policy Inception i.e. any Pre-existing damage.
8. Any loss or damage caused wilfully or knowingly by the Insured or his Employees, or any loss or damage in which the Insured or any person acting on his behalf is involved or implicated.
9. Loss due to or in any way contributed to by the Insured having knowingly permitted or caused or suffered anything to be done or not done whereby the risks hereby insured against were increased.
10. Any loss or damage during the course of any alteration, removal or repair to the Plate Glass.
11. Breakage of Plate Glass that is not completely and securely fixed.
12. Disfiguration or scratching or damage of Plate Glass other than fracturing extending through the entire thickness of glass.

13. Damage caused to the frame or framework without any damage to the Plate Glass.
14. Consequential losses including but not limited to loss of profit, business interruption, market loss and legal liability of any kind.
15. Embossing, silvered, lettered, ornamental, curved or any glass whatsoever other than plain and ordinary quality, unless specifically stated otherwise in the Policy Schedule.
16. Loss or damage whether direct or indirect arising from war whether war be declared or not, war-like operations, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrections, mutiny, commandeering a group of malicious persons or persons acting on behalf of or in connection with any political organisation, civil commotion, military or usurped power, seizure, capture, confiscation, arrests, restraint and/or detainment by the order of any government or any other authority.
17. Loss or damage due to ionising radiation or contamination by radioactive substance from any nuclear fuel or from any nuclear assembly or nuclear waste or from the combustion of nuclear fuel.

SPECIFIC CONDITIONS APPLICABLE TO SECTION 16: PLATE GLASS

1. Alteration of Risk

The cover provided under this Policy shall be immediately suspended and no payment for any claim shall be made by Us if:

c. any alteration to the situation or the position of the Plate Glass in the Insured Premises or to the Business or to the occupancy of the Insured Premises or any material change in the facts and matters stated in the Proposal, and/or
d. the ownership of the Insured Property passes from the Insured to any other person or entity.

unless and until You have notified Us of such alteration or change and We have agreed in writing for the same.

2. Right to Inspect

You shall allow Us at any reasonable time to inspect the Plate Glass, Frames or Framework and/or Insured Premises and in the event of any defect or danger being apparent, We may give written notice of the same to You whereupon the indemnity under this Policy and Our liability arising from or connected to such defect shall be suspended until such time as it is rectified by You and confirmed by Us to have been rectified to Our satisfaction.

3. Claim Procedure

Upon the happening of any event giving rise or likely to give rise to a claim under this policy, You shall:

a. Immediately and in any event within 7 days, from the date of incident giving rise to a claim under this Policy, give written notice to Us to the address shown in the Policy Schedule;
b. In case of Theft or Burglary, lodge complaint with the Police Authorities within 24 hours of the incident and obtain First Information Report (FIR).
c. Take all steps within Your power to minimise the extend of loss or damage;
d. Preserve the parts affected and make them available for inspection by Our representative or surveyor;
e. Provide Us with detailed statement in writing regarding loss or damage and any such information and documentation (in relation to the quantum of the Claim and otherwise) that We may request within 14 days from the date of incident giving rise to a claim under this Policy.
f. Not incur any expenditure for which a claim may be made against Us without the Our prior approval.

4. Condition of Average

If the Plate Glass insured shall at the time of any loss or damage be collectively of greater value than the Sum Insured thereon, You shall be considered as being Your own insurer for the difference, and shall bear a rateable proportion of the loss or damage accordingly. Every item, if more than one, in the Policy, shall be separately subject to this condition.

5. Indemnity

We may at Our option reinstate, replace or repair the Plate Glass lost or damaged or any part thereof instead of paying the amount of loss or damage or may join with any other insurer in so doing, but We shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and , in no case, shall We be bound to expend more in reinstatement than it would have cost

to reinstate such Plate Glass as it was at the time of the occurrence of such loss or damage, not more than the Sum Insured thereon.

6. **Reinstatement of Sum Insured after settlement of claim**
   Immediately upon the happening of any loss or damage, the Sum Insured under this Policy shall be reduced by the amount of the loss or damage claimed and such reduced Sum Insured shall then represent Our maximum liability in respect of any further Claims made during the Policy Period, unless We consent, upon Your payment of any additional premium to reinstate the Sum Insured to the level available at the inception of this Policy

SECTION 16 – EMPLOYEES COMPENSATION

OPERATIVE CLAUSE

Subject to the terms exceptions and conditions contained herein or endorsed hereon, that if at any time during the Period of Insurance any Employee or Employees of the Insured shall sustain Injury by accident arising out of and in the course of his employment in the Business, for which the Insured is liable to pay compensation under any Law(s) specified in the Schedule, then the Company shall indemnify the Insured upto the Limit of Indemnity against all sums for which the Insured shall be so liable, including costs and expenses for defending any such claim incurred with the Company's consent.

PROVIDED ALWAYS that in the event of any change in the Law(s) or the substitution of other legislation therefor, this Section shall remain in force but the liability of the Company shall be limited to such sum as the Company would have been liable to pay if the Law(s) had remained unaltered.

SPECIFIC DEFINITIONS APPLICABLE TO SECTION 17: EMPLOYEES COMPENSATION

1. "Injury" means physical bodily injury including death resulting from such injury arising out of an accident but does not include any mental sickness, disease, Occupational Disease, unless caused by such physical bodily injury.
2. "Limit of Indemnity" means the maximum amount of indemnity as specified in the Policy Schedule that will be provided under this Section by the Company in respect of
   a. any particular claim by an Employee and
   b. all claims arising out of all accidents for any number of Employees during the Period of Insurance.
3. "Occupational Disease" means any occupational disease or illness including but not limited to the diseases listed under Schedule III of the Employees Compensation Act. 1923 contracted by an Employee due to employment in the Business.
4. "Wages" means the remuneration payable to an Employee by the Insured for the employment in the Business and includes any privilege or benefit which is capable of being estimated in money other than a travelling allowance or the value of any travelling concession or a contribution paid by the employer of an Employee towards any pension or provident fund or a sum paid to an Employee to cover any special expenses entailed on him by the nature of his employment;

SPECIFIC EXCLUSIONS APPLICABLE TO SECTION 17: EMPLOYEES COMPENSATION

This Section shall not cover liability of the Insured:

1. For Injury caused to Employee by accident directly or indirectly caused by or arising from or in consequence of or attributable to war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, mutiny, insurrection, rebellion, revolution or military or usurped power, nuclear weapons material, ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
2. For Injury caused to Employee by accident directly or indirectly caused by or arising from or in consequence of or attributable to any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, unless this exclusion is specifically waived by the Company and mentioned in the Policy Schedule.
   For the purpose of this exclusion, an act of terrorism means an act or series of acts, 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), or unlawful associations,

recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

3. Accident occurring at any other place than the Place or Places of Employment specified in the Policy Schedule, unless the Employee was at such other place whilst on duty for the purpose of the Business and on the directions of the Insured or any of its official authorized to exercise control and supervision over the Employee.
4. For Occupational diseases contracted by an Employee, unless specifically agreed and mentioned in Your Policy Schedule
5. For interest and/or penalty imposed on the Insured under any law or otherwise.
6. Under any Law for medical expenses in connection with treatment of any injury sustained by an Employee, unless specifically agreed and mentioned in Your Policy Schedule.
7. For persons employed in the Business under a Contractor or Sub-Contractor of the Insured unless specifically covered in the Policy Schedule.
8. For Injury sustained by person whilst in the employment of the Insured in business other than what is mentioned in this Section or in respect of employee/s who are not specifically mentioned in the Policy Schedule.
9. Assumed by agreement which would not have attached in the absence of such agreement.
10. For any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party
11. For any Accident occurring whilst the Employee is under the influence of intoxicating liquor or drugs.
12. For any incapacity or death of an Employee resulting from his/her deliberate self-injury or the deliberate aggravation of an accidental Injury.

SPECIFIC CONDITIONS APPLICABLE TO SECTION 17: EMPLOYEES COMPENSATION

1. Safeguards: The Insured shall take reasonable precautions to prevent accidents and disease and shall comply with all statutory obligations, manufacturer's recommendations and other safety regulations in conduct of the Business.
2. Claim Intimation: In the event of any occurrence which may give rise to a claim under this Section, the Insured shall as soon as possible, and in any case within a period of 30 days of such occurrence, give notice thereof to the Company in writing with full particulars. Notice shall also be given to the Company Immediately the Insured shall have knowledge of any impending prosecution, inquest or fatal enquiry in connection with any such occurrence as aforesaid.
3. Company’s Rights After Loss: No admission, offer, promise or payment shall be made by or on behalf of the Insured without the consent of the Company which shall be entitled, without being obliged to do so, if it so desires to take over and conduct in his name the defence or settlement of any claim or to prosecute in his name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.
4. Declaration of Employees and Wages: It is clearly agreed and Understood that the Insured shall be bound at all times to correctly declare all Employees and Wages payable in respect of such Employees on the basis of which the Premium for this Section is calculated.
   In case of increase in Employees or Wages subsequent to insurance, Insured shall keep the Company intimated and obtain Endorsement by payment of necessary additional premium.
   The Insured shall as and when require by the Company permit inspection of its records to verify the Wages and Employees and shall also provide duly authenticated copies thereof if so required by the Company.
5. Average: Notwithstanding anything contained hereinabove,
   a. If the number of Employees (whether on duty or otherwise) employed by the Insured on the date of accident is higher than the number covered under this Section, the Company shall indemnify Insured’s liability arising out of such accident, only in such proportion that the number of Employees covered bears to the Employees found employed on the date of accident.
   b. If the amount of Wages declared for this insurance for all Employees is less than the actual Wages paid

until date of accident, the Company shall be liable to indemnify on any claim only in proportion that the Wages declared bears to the Wages paid. For the purpose of this clause, the Wages declared shall be calculated proportionately for the period from commencement of Policy until date of accident for comparison with the actual Wages paid during such period to determine applicability of this clause.

c. If the liability of the Insured for any claim by an Employee is determined on the basis of Wages higher than covered under this Section, the Company shall be liable to indemnify only in proportion that the Wages covered under the Section for the Employee/Employees bears to the Wages on the basis of which Insured is held liable. For the purpose of this clause, the Wages covered in respect of any Employee shall be deemed to be the average wage per Employee in the category under which the Employee falls as specified in the Schedule, unless actual Wages paid at the time of accident is substantiated by submission of documentary evidence to the Company.

If more than one of the above clauses is found applicable in respect of a claim, only such clause under which the liability of the Company is least shall be applied.

6. Maintenance of record of Employees/Wages: The Insured undertakes to maintain an accurate record of the Employees and Wages in respect of the Business throughout the Period of Insurance, in compliance with all statutory requirements or otherwise, and allow the Company to inspect such records during or upon expiry of this Policy.
7. Contribution: If at the time of the happening of an accident covered by this Section there shall be any other insurance covering the same risk in respect of the Employee whether or not effected by the Insured, then the Company shall not be liable to contribute more than its rateable proportion of the amount that would otherwise be payable under this Section.

SECTION 17 – BOILERS POLICY

SCOPE OF COVER

If you have opted for this section, the Company will at its own option by payment or reinstatement or repair indemnify the Insured against –

1) Damage (other than by fire) to the Boilers and/or other Pressure Plant described in the Schedule;
2) Damage (other than by fire) to surrounding property of the Insured described in the Schedule or to property held by the Insured in trust or on commission or for which he is responsible;
3) Liability of the Insured at law on account of -
   a) death of or bodily injury to any person (other than a person under a contract of service or apprenticeship with the Insured sustaining death or bodily injury which arises out of and in the course of employment with the Insured);
   b) damage to property not belonging to the Insured nor held in trust or on commission nor for which he is responsible;

caused by and solely due to Explosion or Collapse as hereinafter defined of the Boiler/s and/or other Pressure Plant described in the Schedule occurring in the course of ordinary working.

Provided that the liability of the Company for any one item of the insured property and third party liability shall not exceed in the aggregate in any one period of insurance the Sum Insured set against such item in the attached Schedule(s) unless the Sum Insured under such item is reinstated after occurrence of a claim for balance period.

SPECIFIC EXCLUSIONS APPLICABLE TO SECTION 18: BOILERS POLICY

The company shall not be liable under this section in respect of –

1) Loss, damage and/or liability caused by or arising from or in consequences, directly or indirectly, of Fire (arising from explosion or collapse or any other cause whatsoever) including extinguishment of a fire or clearance of debris and dismantling necessitated thereby, smoke, soot, aggressive substance, lightning, theft, collapse of buildings, subsidence, landslide, rockslide, water which escapes from water containing apparatus, flood, inundation, storm, tempest, earthquake, volcanic eruption or other Acts of God, impact of land borne, waterborne, or airborne craft or other aerial devices and/or articles dropped therefrom.
2)
   a) War Invasion, Act of Foreign Enemy, Hostilities or War like operations (whether war be declared or not), Civil War, Rebellion, Revolution, Insurrection, Mutiny, Riot, Strike, Lock out and Malicious Damage, Civil

Commotion, Military or Usurped power, Martial law, Conspiracy, Confiscation, Commandeering a group of Malicious Person or persons acting on behalf of or in connection with any Political Organisation. Requisition or Destruction or damage by order of any Government dejure or defacto or by any Public, Municipal or Local Authority.

b) Nuclear reaction, nuclear radiation, or radioactive contamination.

3) Accident, loss, damage and/or liability resulting from overload experiments or tests requiring the imposition of abnormal conditions.
4) Gradually developing flaws, defects, cracks, or partial fractures in any part not necessitating immediate stoppage although at some future time repair or renewal of the parts affected may be necessary.
5) Defects due to the wearing away or the wasting of the materials of a Boiler or a Pressure Plant whether by leakage, corrosion or by the action of the fuel or otherwise, the grooving or the fracturing of any of the parts of a Boiler or Pressure Plant or for deterioration generally or for the development of cracks, blisters, lamination and other flaws or fractures, failures of joint within the range of steam or feed pipes, or for bulging and deformation due to overheating of tubes (unless such defects, fracture, failure or bulging result in explosion or collapse) or for the cracking of section of cast-iron heating boilers or other vessels constructed of cast iron.
6) The failure of individual tubes in Boilers of the water tube locomotive or other multitubular types, in Super heaters or in Economizers (unless such defects result in explosion or collapse).
7) Loss or damage to the insured plant or property and/or liability arising during and occasioned by the application of steam hydraulic or any other test of this plant as specified by Inspecting Authority or otherwise.
8) Loss or damage and/or liability caused by or arising out of the wilful act or wilful neglect or gross negligence of the Insured or his responsible representatives.
9) Liability assumed by the Insured by agreement unless such liability would have attached to the Insured notwithstanding such agreement.
10) Loss or damage and/or liability due to faults or defects existing at the time of commencement of this insurance and known to the Insured or his responsible representatives but not disclosed to the Company.
11) Loss of use of the Insured's plant or property or any other consequential loss incurred by the Insured.
12) Loss or damage for which the manufacturer or supplier or repairer of the property is responsible either by law or under contracts.

In any action, suit or other proceeding where the Company alleges that by reason of the exceptions or exclusions above any loss, destruction, damage or liability is not covered by this insurance, the burden of proving that such loss, destruction, damage or liability is covered shall be upon the Insured.

WARRANTIES APPLICABLE TO SECTION 18: BOILERS POLICY

It is hereby warranted that during the Policy period;

I. The Boiler and Pressure Plants described in the Schedule are annually inspected by Inspectors appointed by the appropriate Government except where there is no statutory requirement for Government inspection; the inspections are to be carried out by an independent competent person;
II. The Boilers and Pressure Plants described in the Schedule shall only be operated by Attendants holding a valid certificate of competency issued under the appropriate Boiler Act;
III. The Insured shall be in possession of the unqualified permission in writing of the competent Inspecting Authority to operate the said Boilers and Pressure Plants. If the maximum pressure or load upon safety valve immediately prior to any explosion or collapse was in excess of that stipulated by the said Authority the Insured shall not be entitled to any compensation or indemnity under this Policy in respect of such explosion or collapse.

DEFINITIONS APPLICABLE TO SECTION 18: BOILERS POLICY

The following terms wherever used in this section shall have attached to them the under mentioned meanings –

1) **'Boiler'** shall mean any fired closed vessel or a combined container piping system in which steam is generated under pressure.
2) **'Chemical Explosion'** shall mean an explosion arising out of chemical reaction in any plant.
3) **'Collapse**' shall mean the sudden and dangerous distortion of any part of Boiler or Pressure Plant by bending or crushing caused by steam gas or fluid pressure whether attended by rupture or not. It shall not mean any slowly developing deformation due to any cause.

4) **'Explosion'** shall mean the sudden and violent rending or tearing apart of the permanent structure of a Boiler or Pressure Plant or any part or parts thereof by force of internal steam gas or fluid pressure causing bodily displacement of the said structure and accompanied by the forcible ejectment of its contents.
5) **'Flue Gas Explosion'** shall mean an explosion of ignited gases in the furnaces or flues of the boilers, economisers and super heaters.
6) **'Pressure Plant'** shall mean any unfired closed container under steam gas or fluid pressure.

SPECIFIC CONDITIONS APPLICABLE TO SECTION 18: BOILERS POLICY

1) The pressure or load upon the safety valves of any items of plant shall at no time exceed the maximum pressure specified in the Schedule or the permissible working pressure therefore as set out in the report on the last examination whichever is the lowest.

2) If at any time after commencement of this insurance there is an alteration of fuel used other than for which the Boiler was designed, or which is used at the time of effecting the insurance, the Company shall be informed immediately of such alteration and this insurance will continue only on payment of additional premium if necessary to be fixed on the merits of each individual item.

3) No admission, offer promise, payment or indemnity shall be made or given by or on behalf of the insured without the written consent of the Company who shall be entitled if they so desire to take over and conduct in the name of the Insured the defence or settlement of any claim for indemnity or damage or otherwise and shall have full discretion in the conduct of any proceeding or in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.

4) Sum Insured

If the Boiler and Pressure Plant covered under Item No. 1 of the Schedule shall at the time of any loss be of greater value than the Sum Insured then the Insured shall be considered as being the own Insurer for the difference and shall bear a rateable share of the loss accordingly.

The term value shall mean the new replacement value of the Plant inclusive of freight dues and custom duties, if any and erection costs. Every item if more than one of this Policy shall be separately subject to this condition.

5) Basis of Indemnity

a) In case where damage to an item can be repaired, the Company shall pay expenses necessarily incurred to restore the damaged machine to its former state of serviceability plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs, as well as ordinary freight to and from a repair shop, and customs duties, if any but for the Boiler and Pressure Vessel listed in the Schedule, only to the extent such expenses have been included in the sum insured. If the repairs are executed at a workshop owned by the Insured, the Company shall pay the cost of materials and wages incurred for the purpose of the repairs plus the reasonable percentage to cover overhead charges. No deduction shall be made for depreciation in respect of parts replaced, but the value of any salvage shall be taken into the account if the cost of repairs as detailed herein above equals or exceeds the actual value of the item immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in (b) below.

b) In case where an insured item is destroyed the Company shall pay the actual value of the item immediately before the occurrence of the loss, including changes for ordinary freight cost of erection and customs duties if any but for the Boiler and Pressure Vessels listed in the Schedule, only provided such expenses have been included in the Sum Insured, such actual value to be calculated by deducting proper depreciation from the replacement value of the item. The Company shall also pay any normal charges for the dismantling of the item destroyed, but the salvage shall be taken into account.

Any extra charges incurred for overtime night work, work on public holiday and excess freight shall be covered by this Policy only if especially agreed in writing.

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

6) Obligations of the Insured

a) The Insured shall take all reasonable steps to maintain the insured property in efficient working order and to ensure that no item is habitually or intentionally overloaded. The Insured shall fully observe the manufacturer's instructions for operating, inspection and overhaul, as well as Government, statutory, municipal and all other binding regulations including the rules under the Indian Boilers Act in force concerning the operation and maintenance of the insured Boilers and Pressure Plants.

b) The Company's officials shall at all reasonable times have the right to inspect and examine any Boiler and Pressure Plant or any property insured hereunder and the Insured shall provide the officials of the Company with all details and information necessary for the assessment of the risk. The Company shall provide the Insured with a copy of the Inspecting official's report, which shall however be treated as strictly confidential both by the Insured and the Company.

Whenever arrangements have been made for a 'Thorough Inspection' of Boiler or Pressure Plant the Insured shall cause the Boiler or Pressure Plant to be stopped, emptied and properly cleaned inside and outside, rendered accessible in every part, so far as its construction will allow.

c) In the event of any -

i. Material change in the original risk.
ii. Alteration, modification, or addition to an insured item.
iii. Departure from prescribed operating conditions whereby the risk of loss or damage increases.
iv. Changes in the Insured's interest (such as discontinuation or liquidation of the business or being placed in receivership)

taking place, the Policy shall be void unless its continuance be agreed by endorsement signed by the Company.

7) Duties Following an Accident

In the event of any occurrence which might give rise to a claim under this Policy the Insured shall-

a) immediately notify the Company giving an indication as to the nature and extent of loss or damage
b) take all reasonable steps within his power to minimize the extent of the loss or damage or liability;
c) preserve the damage or defective parts and make them available for inspection by an official or surveyor of the Company;
d) furnish all such information and documentary evidence as the Company may require.

The Company shall not be liable for any loss or damage of which notice and completed form have not been received by the Company within Fourteen days of its occurrence.

Upon notification of a claim being given to the Company the Insured may proceed with the repair of any minor damage not exceeding Rs. 2,500/- provided that the carrying out of such repair is without prejudice to any question of liability of the Company and any damaged part requiring replacement is kept for inspection by the Company but in all other cases a representative of the Company shall have the opportunity of inspecting the damage before any alterations, repair or replacements are effected. Nothing contained herein shall prevent the Insured from taking such steps as are absolutely necessary to maintain the operation of the Plant.

The liability of the Company under the Policy in respect of any item of property sustaining damages, for which indemnity is provided, shall cease if the said item is kept in operation without being repaired to the satisfaction of the Company.

8) Position After A Claim

a) The Insured shall not be entitled to abandon any property to the Company whether taken possession of by the Company or not.

b) As from the day of the loss the Sum Insured for the remainder of the period of insurance is reduced by the amount of the compensation. To prevent under insurance during the remainder or the current period of insurance the amount insured must be reinstated. The premium will be calculated pro rata from the day repaired item is again put to work. For subsequent periods of insurance, the original indemnity and premium are again in force unless circumstances justify an alteration.

9) Transfer of Interest

The insurance granted by this Policy shall cease to attach to any items described in the Schedule the interest in which shall pass from the Insured otherwise than by will or operation of law unless the consent of the Company for the continuance of the insurance shall be obtained and signified by endorsement hereon.

10) Recourse

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

4. CLAUSES APPLICABLE TO THE POLICY

1. **Personal Conveyance Clause**
   This Insurance only covers the Property insured in transit when in the "close personal custody and control" of an individual designated in this Insurance and subject to the individual limitations if any as specified in the Policy Schedule attached. For the purpose of this clause, "close personal custody and control" means that the Property insured shall be held by, or attached to, or within sight and not more than arm's length reach of the designated individual at all times whilst in transit, subject to the Hotel/Motel Clause. A negligent or voluntary relinquishment of "close personal custody and control" over the Property insured by the designated individual will not constitute a loss for the purposes of recovery hereunder, and will result in an immediate cessation of coverage, subject to the Hotel/Motel Clause. Losses due to the infidelity of the designated individual are excluded.
2. **Hotel/ Motel Clause**
   In respect of stay risks, this Insurance only covers the Property insured when in the hand or sight of the Insured and/or Insured's Employee(s) and/or representative(s) or when deposited in either bank safe deposit vault or in the safe of a Hotel or Motel and/or whilst in custody of customs. For the purpose of this clause, coverage in respect of a safe in a Hotel/ Motel room will be operative only when the room is occupied, or the insured Property is contained in a safe and/or vault. This insurance excludes loss of or damage to the insured Property from unattended Hotel/Motel rooms.
3. **Storage at Residence Clause**
   It is agreed and understood between parties that whenever the Insured and/or Insured's representatives take any insured goods home, these goods have to remain under the personal and permanent supervision of an adult person unless locked in a safe at private dwelling house.
4. **Maintenance of Keys Clause**
   The keys to the Insured's Premises and/or Safe shall not be left on the Insured's Premises out of business hours unless such premises are occupied by the Insured or any authorized Employees of the Insured; in which case, such keys if left on the premises shall be deposited in a secured place.
5. **Pair or Sets Clause**
   In the event of loss or damage to any article forming part of a pair of set, the Company shall pay the value of the particular part or parts without reference to any special value of the part or parts forming part of pair or set, but in any event the Company's liability shall not exceed the proportionate part of the Sum Insured in respect of the pair or set.
6. **Jangad Slip Clause**
   Jangad/any other entrustment Slip should be pre-numbered serially and must be prepared in duplicate and copies produced as documentary evidence in support of a claim under the Policy. The Jangad Slip should show the number, pieces of diamond/jewellery delivered and the weight in carats. A separate register should also be maintained for entering the details of the Jangad Slip serially, unless specifically waived by Us.

5. GENERAL CONDITIONS APPLICABLE TO POLICY

1. This Policy and the Policy Schedule shall be read together and any word or expression to which a specific meaning has been attached in any part of the Policy or of the Policy Schedule shall bear such meaning wherever it may appear.
2. **Reasonable Care**
   The Insured shall take all reasonable precautions for the safety of the Property as regards selection and supervision of Employees, securing all doors and windows and other means of entrance or exit otherwise and

shall not withdraw or vary the protection and/or safeguards as are referred to in the proposal form to the detriment of the interest of the Company without its consent.

3. **Record Keeping**
   The Insured shall keep a daily record of the Property (quantity, quality, and value) both on the Insured's Premises and entrusted to any persons covered under the Policy. Such record shall be deposited in a secured place on the Insured's Premises. Preferably a copy must be maintained at a place other than the Insured's Premises. The record should be produced as documentary evidence in support of a claim under the Policy.
   The Insured shall keep proper stock and account books in which all sales and purchases are recorded. The Insured shall also maintain a separate register for deposit and withdrawals of stock from bank lockers.
4. **Due Observance**
   The due observance and fulfilment of the terms, provision conditions and endorsement of this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the said proposal shall be a condition precedent to any liability of the Company to make any payment under this Policy.
5. **Due Diligence**
   The Insured shall use due diligence and do and concur in doing everything reasonably practicable to avoid or diminish any loss under this Policy
6. The Company shall not be liable to make any payment under this Policy is respect of any loss or damage if discovery thereof be not made within 15 days of the happening of the same except in respect of sections where the discovery period has been specifically amended.
7. In case of any loss or damage of any kind whatsoever, it shall be lawful for the Insured, or Insured's factors, servants, or assignees to make all efforts for the defence, safeguard, and recovery of the aforesaid subject matter of this insurance or any part thereof without prejudice to this insurance or waiver of the Insured's rights hereunder.
8. **Misrepresentation/ Mis-description/ Non-Disclosure**
   The Policy shall be null, and void and all premium paid hereon shall be forfeited by the Company in the event of misrepresentation, misdescription or non-disclosure of any material particular.
   No claim shall be recoverable hereunder if any change shall be made in the premises or in the conditions of the risk as existing at the time of acceptance unless the Company shall by endorsement hereon declare the insurance to be continued. The Company shall in no case be bound to accept any notices of any transfer of interest arising hereunder and nothing hereunder contained shall give any right against the Company to any person other than the Insured.
9. **Duties and Obligations on Occurrence of An Insured Event**
   Upon the happening of any event giving rise to a claim under Policy coming to the knowledge of the Insured:
   a) The Insured shall immediately lodge a complaint with the police detailing the items lost and/or damaged and in respect of which the Insured intends to claim and take all practicable steps to discover the guilty person or persons and to recover the Property lost or stolen and to prosecute and obtain the conviction of such person or persons for the offence.
   b) The Insured shall permit the authorized representatives of the Company to examine the premises and books of accounts and shall furnish all explanation voucher proof of ownership and other evidence to substantiate the claim and the Company may if deemed necessary require corroborative evidence of the statements of the Insured or of any member of Insured's family or Insured's Employees in support of any claim.
   c) The Insured shall take all practicable steps to trace and recover the Property and in the event of theft or damage (direct or indirect) to discover the person by whom the Property was stolen or damage and to prosecute and obtain the conviction of such person for offence and trace and recover any Property stolen.
10. **Renewal Notice**
    We shall neither be bound to issue any renewal notice nor to accept renewal premium thereunder. Unless renewed as herein provided, this Policy shall terminate at the expiration of the period for which the premium has been paid.
11. **Claim Settlement Process**
    Upon the happening of any event giving rise or likely to give rise to a claim under this policy, You shall:

a. Immediately and in any event within 7 days, from the date of incident giving rise to a claim under this Policy, give written notice to Us to the address shown in the Policy Schedule and in the case of the existence of circumstances likely to give rise to a claim shall specify the grounds for such belief;
b. Take all steps within Your power to minimize the extend of loss or damage;
c. In case of, lodge complaint with the Police Authorities within 24 hours of the incident and obtain First Information Report (FIR).
d. In case of Fidelity Guarantee, claims immediately lodge a complaint with the police detailing the loss in respect of which the Insured intends to claim, and provide a copy of that written complaint, the First Information Report and/or Final Report to the Company
e. Preserve the parts affected and make them available for inspection by Our representative or surveyor;
f. Every claim, writ, summons or process and all documents relating to such event shall be forwarded to Us immediately when they are received by You.
g. Expeditiously and at Your cost provide Us and Our representatives and appointees with access to and all of the information, assistance, records and documentation in relation to the loss and Our liability hereunder that might reasonably be required.
h. Provide Us with detailed statement in writing regarding loss or damage and any such information and documentation (in relation to the quantum of the Claim and otherwise) that We may request within 14 days from the date of incident giving rise to a claim under this Policy.
i. Not incur any expenditure for which a claim may be made against Us without Our prior approval.
j. On receipt of the all required information/documents that are relevant and necessary for the claim, We shall, within a period of 30 days offer a settlement of the claim to the insured/claimant. This condition will not be applicable for Section 13 – Public Liability.
k. In the event the claim is not settled within 30 days as stipulated above, We shall be liable to pay interest at a rate, which is 2% above the bank rate from the date of receipt of last relevant and necessary document from the insured/claimant till the date of actual payment.
l. For Public Liability Claims
    i. You shall give written notice to Us as soon as reasonably practicable of any claim made against You (or any specific event or circumstance that may give rise to a claim being made against You) and which forms the subject of indemnity under this policy and shall give all such additional information as We may require.
    ii. Every claim, writ, summons or process and all documents relating to such event shall be forwarded to Us immediately when they are received by You.
    iii. No admission, offer, promise or payment shall be made or given by or on behalf of the Insured without the written consent of the company.
    iv. We will have the right, but in no case the obligation, to take over and conduct in Your name the defence of any claim and will have full discretion in the conduct of any proceedings and in the settlement of any claim and having taken over the defence of any claim may relinquish the same. All amounts expended by Us in the defence settlement or payment of any claim will reduce the limits of indemnity specified in the Policy Schedule.
    In the event We, in Our sole discretion, choose to exercise Our right pursuant to this condition, no action taken by Us in the exercise of such right will serve to modify or expand in any manner, Our liability or obligations under this policy beyond what the Our liability or obligations would have been had we not exercised Our rights under this condition.
    v. You shall give all such information and assistance as the company may reasonably require.

12. Basis of Loss Settlement

The Company at any time before payment of a claim and notwithstanding that an offer of settlement has been made instead of paying the amount of the loss or damage in respect of any Property may make it good by reinstating or replacing any of the Property lost or damaged or such item or parts thereof as the Company may think fit and paying the amount of loss or damage in respect of the residue of such Property. Provided that if the Company elects to replace any Property, the Company in making good of the loss or damage shall not be bound to replace or reinstate such Property exactly and completely but only to do so substantially as nearly as circumstances permit and in a reasonably sufficient manner. In cases where any of the Property is insured

elsewhere, the Company may join with any other insurance company or insurers in replacing or reinstating the same.

13. **Mid-term enhancement of the Sum Insured under the Policy**
    It is hereby agreed and declared that on payment of additional premium and specifically agreed by the Company the Sum insured under the various sections of the policy can be enhanced mid-term by the Insured on pro-rata basis.
14. **Mid-term Inclusion of Sections**
    It is hereby agreed and declared that Mid-term inclusion of Sections is permissible. Annual premium shall be charged for such mid-term inclusions. No refund of premium shall be made on the midterm cancellation of the Sections unless the Policy is cancelled simultaneously.
    Cover shall commence 15 days after the receipt of the premium.
15. **Entrustment**
    You shall ensure that the person to whom the Property insured is entrusted shall maintain a daily record of the Property (quantity, quality, and value) entrusted to them. Such records shall be deposited in a second place and produced as documentary evidence.
16. **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 o act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss. For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and / or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organization (s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes. 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.
17. **Contribution**
    If at the time of any loss or damage there shall be any other subsisting insurance against such loss or damage, the Company shall not be liable for more than its rateable proportion of such loss or damage.
18. **Subrogation**
    The Insured and any claimant under this Policy shall at the expenses of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or Subrogated upon the Company paying for or making good any loss or damage under this Policy whether such acts and things shall be or become necessary or required before or after the insured's indemnification by the Company.
19. **Fraud**
    a. If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or device are used by you or anyone acting on your behalf to obtain any benefit under this Policy, all benefits, premiums and rights under the Policy shall be forfeited or (if a claim is made and rejected and no action or suit is commenced within three months after such rejection or, in case of arbitration taking place as provided therein, within three months after the Arbitrator or Arbitrators or Umpire have made their award, all benefit under this Policy shall be forfeited.)
    b. We shall not be liable to make any payment under this Policy in respect of any claim if such claim shall be in any manner fraudulent or supported by any statement or device whether by You or by any person on

Your behalf and/ or if the insurance has been continued in consequence of any material misstatement or the non-disclosure of any material information by or on behalf of the Insured.

20. **Cancellation**

Cancellation by Insurer: Policy may be cancelled by the Company on the grounds of misrepresentation, fraud, non-disclosure of material facts or non-co-operation by sending to the insured fifteen days' notice by recorded delivery at last known address and e-mail ID and the Company will refund to the insured the pro-rata premium for the balance period of the policy.

Cancellation by Insured: Policy may be cancelled at the option of the insured with fifteen days' notice of cancellation and the Insured will be entitled for refund of premium as per the below short period scale of rates, provided that there is no claim in the running policy year.

In case of cancellation of policy by the insured, premium would be retained as per below table:

Policy Period Required	% of Annual Premium
For a period not exceeding 15 days	10% of the Annual rate
For a period not exceeding 1 month	15% of the Annual rate
For a period not exceeding 2 months	30% of the Annual rate
For a period not exceeding 3 months	40% of the Annual rate
For a period not exceeding 4 months	50% of the Annual rate
For a period not exceeding 5 months	60% of the Annual rate
For a period not exceeding 6 months	70% of the Annual rate
For a period not exceeding 7 months	75% of the Annual rate
For a period not exceeding 8 months	80% of the Annual rate
For a period not exceeding 9 months	85% of the Annual rate
For a period exceeding 9 months	100% of the Annual rate

21. **Arbitration**

The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy.

Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

22. **Notices**

All notices, declarations and communications in relation to this Policy are to be sent to the Company in writing to the address specified in the Policy Schedule or in electronic format

23. **Renewal**

The Company shall neither be bound to issue any renewal notice nor to accept renewal premium thereunder. Unless renewed as herein provided, this Policy shall terminate at the expiration of the period for which the premium has been paid.

24. **Records to be Maintained**

If any part of the premium or renewal is based on estimates furnished by You, then You shall keep an accurate record containing all relevant particulars and shall allow Us to inspect such record. You shall within one month after the expiry of each Period of Insurance, furnish such information as We may require. The premium or renewal premium shall thereupon be adjusted, and the difference paid by or allowed to You.

25. **Records to be Maintained**

If any part of the premium or renewal is based on estimates furnished by You, then You shall keep an accurate record containing all relevant particulars and shall allow Us to inspect such record. You shall within one month after the expiry of each Period of Insurance, furnish such information as We may require. The premium or renewal premium shall thereupon be adjusted, and the difference paid by or allowed to You.

26. **Entire Contract**

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

27. **Governing Law**

Any dispute concerning the interpretation of the terms, conditions limitations and/ or exclusions contained herein is understood and agreed to by both the Insured and the Company to be subject to Indian law. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within India and to comply with all requirements necessary to give such court the jurisdiction. All matters arising hereunder shall be determined in accordance with the laws of India.

28. Geographical /Territorial Limits

The indemnity provided under this Policy is restricted to claims brought in India and determined according to Indian law, and the obligation of the Company to make payment shall be to make payment in Indian Rupees only.

6. CUSTOMER GRIEVANCE REDRESSAL POLICY:

The Company is committed to extend the best possible services to its customers. However, if you are not satisfied with our services and wish to lodge a complaint, please feel free to call our 24X7 Toll free number 1800-258-5956 or you may email to the customer service desk at hello@godigit.com. After investigating the matter internally and subsequent closure, we will send our response.

If Insured person is not satisfied with the redressal of grievance through one of the above methods, insured person may contact the grievance officer at grievance@godigit.com

For further information, please refer the below link,

https://www.godigit.com/claim/grievance-redressal-procedure

The policyholder or the claimant also has the option to register the complaint on-line at IRDAI's Bima Bharosa by visiting https://bimabharosa.irdai.gov.in/

If you do not get a satisfactory response from us and you wish to pursue other avenues for redressal of grievances, you may approach Insurance Ombudsman appointed by IRDAI under the Insurance Ombudsman Scheme.

(Note: Address and contact number of Council For Insurance Ombudsman).

Sl. No.	Office of Insurance Ombudsman	Address	Email	Landline NOs.
1	AHMEDABAD	Jeevan Prakash 6th floor Near S.V. College Relief Road Tilak Marg Ahmedabad- 380 001. Gujarat	E-mail: oio.ahmedabad@cioins.co.in	079-25501201, 079-25501202
2	BENGALURU	Jeevan Soudha Building, PID No.57-27-N-19, Ground Floor. No. 19/19 24th Main Rd. 1st Phase J.P. Nagar Bengaluru- 560 078.	Email: oio.bengaluru@cioins.co.in	080-26652048, 080-2665 2049
3	BHOPAL	UC of India Zonal Office Blda. 1st Floor, South Wing, Jeevan Shikha, Opp. Gayatri Mandir 60-B Hoshangabad Road Bhopal-462 011	Email: oio.bhopal@cioins.ca.in	0755-2769201, 0755-2769202, 0755-2769203, 0755-2769200
4	BHUBANESWAR	62 Forest Park, Bhubaneswar PIN -751 009.	Email: oio.bhubaneswar@cioins.co.in	0674-2596455, 0674-2596429, 0674-2596003, 0674-2596461
5	CHANDIGARH	Jeevan Deep, Ground Floor LIC of India Bldg, SCO 20-27 Sector 17-A. Chandigarh -160017	E-mail: oio.chandigarh@cioins.co.in	0172-2706468, 0172-2773101, 0172-2990938, 0172-2706196, 0172-2707468, 0172-2772101, 0172-2990942
6	CHENNAI	Fatima Akhtar Court, 4th fir 453 (old 312), Anna Salai Tevnampet. Chennai 600018	E-mail: oio.chennai@cioins.co.in	044-24333668, 044-24333678
7	DELHI	2/2 A 1st Floor. Universal Ins. Buildina. Asaf Ali Road New Delhi- 110002.	Email : oio.delhi@cioins.co.in	011-46013992
8	GUWAHATI	Jeevan Nivesh Bldg. 5th Floor Near Pan Bazar S.S. Road Guwahati-781001	E-mail: oio.auwahati@cioins.co.in	0361-2631307, 0361-2632204 0361-2732937, 0361-2632205
9	HYDERABAD	6-2-46 1st Floor Moin Court Lane Opp. Hyundai Showroom A. C. Guards. Lakdi-ka-pool, Hyderabad 500004	E-mail: oio.hvderabad@cioins.co.in	040-23376991, 040-23312122 040-23376S99, 040-23328709
10	JAIPUR	Jeevan Nidhi II, Ground Floor	E-mail: oio.jaipur@cioins.co.in	0141-2740363

		Bhawani Singh Road Ambedkar Circle Jaipur -302005.		
11	KOCHI	10th Floor LIC Bldg, Jeevan Prakash OPP Maharai College Ground M.G. Road, Ernakulam Kochi- 682011	E-mail: oio.ernakulam@cioins.co.in	0484-2358759, 0484-2358734, 0484-23S8336
12	KOLKATA	7th Floor of Hindustan Building (Annex). 4 CR Avenue Kolkata-700072	E-mail: oio.kolkata@cioins.co.in	033-22124339, 033-22124341
13	LUCKNOW	Jeevan Bhavan Phase II, 6th Floor Nawal Kishore Road, Hazratgani, Lucknow- 226001,	E-mail: oio.lucknow@cioins.co.in	0522-4002082
14	MUMBAI	3rd Floor, Jeevan Seva Annexe, S.V.Road Santacruz West Mumbai-400 054.	E-mail: oio.mumbai@cioins.co.in	022-69038800, 022-69038827 /8829, 022-69038831/8832
15	NOIDA	Bhagwan Sahai Palace 4th fir, Main Road Nava Bans Sector 15 Noida-201301	E-mail: oio.noida@cioins.co.in	0120- 2514252, 0120-2514253, 0120-4027589
16	PATNA	2nd Floor Lalit Bhawan Bailey Road. Patna- 800001	E-mail: oio.patna@cioins.co.in	061-22547067, 061-22547068
17	PUNE	3rd Floor Jeevan Darshan -LIC of India Bldg N.C. Kelkar Road Narayan Peth Pune- 411030.	Email: oio.pune@cioins.co.in	020-24471175
18	THANE	2nd Floor Jeevan Chintamani Building, Vasantrao Naik Mahamarg, Thane (West), Thane - 400604	Email: oio.thane@cioins.co.in	022-20812868, 022-20812869

Note: COUNCIL FOR INSURANCE OMBUDSMAN ,3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054.Tel.: 022 – 69038801/03/04/05/06/07/08/09 Email: inscoun@cioins.co.in

For updated details of Ombudsman details, request to please check Council of Insurance Ombudsmen website available on https://www.cioins.co.in/Ombudsman