

## IFFCO-TOKIO GENERAL INSURANCE CO. LTD

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

## OFFICE & PROFESSIONAL ESTABLISHMENT PROTECTOR INSURANCR POLICY

# Sookshma Udyam Policy Wording - UIN: IRDAN106RP0001V03200203

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

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

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

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

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

#### To whom this Policy is issued and what it covers: (Applicable to Section1)

i. This Policy is issued to You and covers Your Insured Property relating to Your Business as mentioned in the Policy Schedule, where the total value at risk across all insurable asset classes at one location is not exceeding ₹ 5 Crore (Rupees Five Crore only) at the policy Commencement Date.

Provided, if the value at risk for all Insurable Assets exceeds ₹ 5 Crore during the Policy Period, this policy shall, on expiry, be replaced by the applicable policy.

- ii. If more than one person is insured under this policy, each of You is a joint policyholder. Any notice or letter We give to any of You will be considered as given to all of You. Any request, statement, representation, claim or action of any one of You will bind all of You as if made by all of You.
- iii. If You have mortgaged, pledged or hypothecated any Insured Property with a Bank, the Policy Schedule will show an 'Agreed Bank Clause' and the name of such Bank. The terms and conditions of this arrangement will be added to the Policy as an additional Clause. '

**SPECIAL MEANING OF WORDS:** Words stated in the table below have a special meaning throughout this Policy and the Policy Schedule. These words with special meaning are stated in the Policy with the first letter in capitals.

## 1. Proposal

It means any signed Proposal by filling up the questionnaires and declarations, written statements and any information in addition thereto supplied to Us by You or on Your behalf.

## 2. Policy

It means the Policy booklet, the Schedule and any applicable endorsement or memoranda. Your Policy contains details of the extent of cover available to You, what is excluded from the cover and the conditions, warranties, provisions on which the Policy is issued.

## 3. Policy Schedule

It means the latest Schedule issued by Us as part of Your Policy. It provides details of Sections of Your Policy which are in force, and the level of cover You have.

A revised Schedule will be sent at each renewal and whenever You request for a change in the cover.

The Policy Schedule: The Policy Schedule is an important document about Your insurance cover. It shows:

- i. Your personal details,
- ii. the Policy Period,
- iii. the description of Your Insured Property,
- iv. the total Sum Insured, the Sum Insured for each cover, or for each block, set or category of Insured

Property, and its limits and sub-limits for each and every location,

v.the insurance covers You have purchased,

- vi. the premium You have paid for these insurance covers,
- vii. add-on covers opted by You,
- viii. other important and relevant aspects and information.

#### 4. 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.

#### 5. 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.

## 6. We/Our/Us

The IFFCO-Tokio General Insurance Company that has provided Insurance Cover under this Policy; of the Company.

## 7. You/Your

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.

#### 8. Insured Person

It means You, Your partners, directors or Your employees aged between 18(eighteen) years and 70 (seventy) years permanently working with You and named in the Schedule relating to the relevant Section.

## 9. What is Covered

It means the damages/perils/contingencies which are covered under the Policy and for which We have liability in the event of claim occurrence.

## 10. What is Not Covered

It means the damages/perils/contingencies which are not covered under the Policy and for which We have no liability in the event of claim occurrence.

#### 11. Market Value

It means new Replacement/Reinstatement Value minus depreciation reckoned as on the date of loss

#### 12. Damage/Damaged

It means loss or damage of the insured property.

#### 13. Accident

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

## 14. Terrorism

It means an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious ideological or similar purpose including the intention to influence any government and/or to put the public or any Section of the public in fear and includes any action taken in controlling, preventing or suppressing any act of Terrorism.

#### 15. Excess

It means the first part of any claim for which You are responsible. Any Sum Insured/Limit will apply after the Excess has been deducted.

#### 16. Family

It means Your spouse, children, parents and/or other relatives normally living with You

#### 17. Office

It means the premises named in the Schedule and its garages, outbuildings, and water/oil/gas tanks used in connection with occupation of Office within the boundaries of the land belonging to it.

#### 18. Documents

It means:

- a. Patterns, moulds, designs, plans, deeds, printed books and unused stationary, business records or manuscripts but only for the cost of materials as stationary and clerical labour expended in reproducing such records and not for value to You of the information contained therein or use thereof.
- b. Computer System Records on paper or on data carrying materials but only for value of the materials and not for the value to You of the information contained therein or use thereof.

#### 19. Business

Your commercial enterprise, trade or profession as shown in the Policy Schedule.

#### 20. Money

It means Cash, bank and currency notes, credit cards, telephone cards, cheques, crossed banker's 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

#### 21. Personal Effects

It means articles worn, used or carried about by You or Your Family in every day life.

#### 22. Glass

It means normal flat/annealed glass in or on the premises. It will include counter cases, displays units, shelves, partitions, doors, windows, cases, mirrors and glass top of furniture. The value of Glass will include the cost of painting, tinting, embossing or ornamental work (if applicable) plus boarding up cost of the Glass.

#### 23. Sanitary Fittings

It means washbasins, pedestals, sinks, bidgets, lavatory pans, cisterns, showers, screens, bath and bath panels contained in the premises but not including swimming pools.

#### 24. Baggage

It means Personal Effects belonging to Insured Person whilst being used and carried by him/her during a Journey but excluding money, securities, manuscripts, deeds, bonds, bills of exchange, promissory notes, books or documents, jewellery, valuables (including mobile phones, portable computers, watches, furs, precious metals etc.) travel tickets, cheques and bank drafts, articles of consumable nature, loose articles such as sticks, straps, umbrellas, sunshades, fans, deck chairs, articles or clothes whilst being worn on the person or carried about at the time of Damage.

#### 25. Journey

It means any trip undertaken for official or business purpose granted by You outside the city, town or municipal limits of the place where Your premises is located. The Journey is deemed to end if Insured Person on trip reaches the place of stay at destination place and it only commences when Insured Person leaves for another

destination or place of stay. However, the entire period for a single Journey will not exceed 60 (sixty) days from the time Insured Person(s) have left their principal place of residence.

## 26. Unoccupied

It means not occupied by any Insured Person or any other person authorised by You.

## 27. Geographical Limits

It means within Indian territory, unless otherwise specified.

## 28. Policy Period

It 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 as provided for in this Policy, whichever is earlier.

It 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 as provided for in this Policy, whichever is earlier.

#### Cancellation and termination of Policy

#### 1. Cancellation by You at any time (Applicable to Section 1)

a. You can cancel this Policy at any time by giving Us notice in writing. The Policy will terminate when We receive Your notice.

Time for which Policy in force	Refund of premium
15 days	90%
1 months	85%
2 months	70%
3 months	60%
4 months	50%
5 months	40%
6 months	30%
7 months	25%
8 months	20%
9 months	15%
Exceeding 9 months	No refund

b. If You cancel the Policy, We will refund premium as follows:

#### 2. Cancellation by Us

We will not cancel the Policy during the policy period except on the grounds of misrepresentation, nondisclosure of material facts, fraud or non-co-operation on Your part.

#### 3. Automatic termination of the Policy:

This Policy will automatically end in the following cases:

- a. Destruction of any Insured Building: This Policy will automatically end 7 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.

## 29. Period of Insurance

It means the period commencing from the retroactive date of the Policy and terminating on the expiry date as shown in the Schedule.

#### 30. Currency of the Policy

It means (for consideration of any claim) currency of that Section or Sub-Section or part of Section to which the claim relates.

#### 31. Indemnity Period

It means the period beginning with the occurrence of Damage and ending not later than 12 (twelve) months thereafter during which Your business shall be affected in consequence of the Damage.

#### 32. Additional Benefits

It means the coverages which are granted to You apart from the main covers under the Section, for which no additional premium is required to be paid by You.

#### 33. Extensions

It means optional coverages which are available to You apart from the main covers and Additional Benefits under the Section, which You can choose to take on payment of necessary additional premium.

**34.** Building: (Applicable to Section 1)

It means 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,
  - 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.(Plinth & Foundation showing in the Policy schedule.

## 35. Commencement Date:

- 36. It is the date and time from which the insurance cover under this Policy begins. It is shown in the Policy Schedule.
- 37. Contents: (Applicable to Section 1)
- Those articles or things in Your Premises that are not permanently attached or fixed to the structure of Your Premises.
- 39. Insurable Assets:(for Section1)
- 40. All Buildings, Plant and Machinery, Furniture, Fixtures and Fittings, Stocks and 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.
- 41. Insured Property: (Applicable to Section 1)

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.

#### 42. Kutcha Construction: (Applicable to Section 1) 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.

#### 43. Partial Loss:

Any loss other than Total Loss.

## 44. Plant and Machinery: (for Section1)

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.

45. Premium:

he 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.

46. Pucca Construction: (Applicable to Section 1)

Construction other than Kutcha Construction

## 47. Reinstatement/Replacement: (Applicable to Section 1)

#### Reinstatement/Replacement is defined as:

- i. the reconstruction of buildings or replacement of other property lost or destroyed.
- ii. 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

#### 48. Reinstatement/Replacement Value: (Applicable to Section 1)

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.

#### 49. Stocks: (Applicable to Section 1)

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

#### 50. 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.

#### 51. Agreed Value

It means an amount agreed between You and Us at the Policy Commencement Date for items the value of which cannot be ascertained.

#### 52. Bank::

It means A bank or any financial institution

#### 53. 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.

## **GENERAL CONDITIONS**

#### (These apply to the whole Policy)

#### 1. REASONABLE PRECAUTION AND CARE OF PROPERTY

You shall take all reasonable precautions for safety and soundness of insured property and to prevent injury, illness, disease, loss or damage in order to minimise claims. You must comply with manufacturer's recommended

actions for inspection and maintenance and shall also comply with all statutory requirements or other regulations and will employ only competent employees.

## 2. NOTICE

You will give every notice and communication in writing to Our office through which this insurance is effected.

## 3. MIS-DESCRIPTION

This Policy shall be void and all premium paid by You to Us shall be forfeited in the event of misrepresentation, mis-description or concealment/non-disclosure of any material information.

## 4. CHANGE IN CIRCUMSTANCES

You must inform Us, as soon as reasonably possible, of any change in information You have provided to Us about Insured Persons, Your business and/or Your premises which may affect the insurance cover provided e.g. change of address, period of un-occupancy in the building insured or containing the insured property for more than 30 days etc. You must also notify Us about any alteration made or change in information as described aforesaid whereby risk of Damage or Accident is increased. In case of such alteration or changes made and not accepted by Us in writing, all covers under this Policy shall cease.

## 5. CLAIM PROCEDURE AND REQUIREMENTS

An event, which might become a claim under the Policy, must be reported to Us as soon as possible. A written statement of the claim will be required and a Claim Form will be provided. This written statement of claim along with supporting documentation (estimates, vouchers, invoices, proof, investigation report and the like) prepared at Your expenses along with particulars of other insurances covering the same risk must be delivered to Us within 15 days of date of Damage.

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

If any person is claiming against You, Your partners, directors or Your employees, every letter, claim, writ, summon, process information or any verbal notice of claim shall be forwarded to Us without delay. You or any person on Your behalf must not attempt to negotiate any claim, nor admit or repudiate any claim without Our consent. You shall give all possible assistance to enable Us to settle or resist any claim or to institute proceedings.

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

## 6. CLAIM CONTROL

#### a.) We are entitled to:

i.) enter any building where Damage has occurred and take possession of the building or any property of the building and deal with salvage, but this does not mean that property can be abandoned to Us.

- ii.) Keep possession of any such property and examine, sort, arrange, remove or sell any such property or dispose of the same for Your account or deal with the same.
- iii.) receive all necessary information, proof of Damage and assistance from You and from any other person seeking benefit under this Policy.
- iv.) take over and conduct in Your name or any person seeking benefit under this Policy, defence or settlement of any claim.
- v.) take proceedings at Our own expenses and for Our own benefit, but in Your name or name of any other person who is claiming or has received benefit, to recover any payment made or due under this Policy.
- b.) No admission, offer, payment or indemnity shall be made or given by You or on Your behalf without Our written consent.

## 7. FRAUD

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

## 8. CONTRIBUTION

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

## 9. CANCELLATION

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

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

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

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

#### 10. ARBITRATION

If any dispute or difference arises between You and Us regarding the amount of claim to be paid under this policy (liability having been admitted by Us), such difference shall independently of all other questions, be referred to the decision of a sole arbitrator to be appointed in writing by You and Us or if You and We cannot agree upon a single arbitrator within 30 days of either of Us opting for arbitration, the same shall be referred to a panel of three arbitrators comprising of two arbitrators, one to be appointed by each of Us, to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

#### DISCLAIMER CLAUSE

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

## 11. REINSTATEMENT OF SUM INSURED

The Sum(s) Insured by

Section 1	(Fire and Allied Perils),
Section 2	(Burglary, Housebreaking and Other Perils),
Section 3A	(Money)
Section 4	(Fixed Glass and Sanitary Fittings),
Section 5	(Electronic Equipment)
Section 6A	(Television/Video Equipment),
Section 6B	(Portable Computer, Mobile Phone and Electronic Diary)
Section 6C	(All Risk)
Section 7	(Breakdown of Domestic Appliances),
Section 9	(Business Interruption)

shall not be reduced by the amount of any Damage but pro-rata premium on the amount of Damage from the date of occurrence of Damage to expiry of Policy Period shall be payable by You. The additional premium referred herein above shall be deducted from net claim amount payable under the Policy.

Notwithstanding what is stated above, the Sum Insured shall stand reduced by the amount of Damage in case You immediately on occurrence of the Damage exercise Your option not to reinstate the Sum Insured as above. The provision shall also not apply to those Covers, Additional Benefits or Extensions where Our maximum liability during the Policy Period has been specified.

- 12. No sum payable under this Policy shall carry any interest/penalty.
- 13. The Geographical Limit of this Policy will be India except for Section 6B (Portable Computers, Mobile Phone, Electronic Diary), Section 8 (Personal Accident) and Section 10 (Baggage) where Geographical Limit will be worldwide. However all claims shall be settled in India in Indian Rupees. The provision of this Policy shall be governed by the laws of India for the time being in force. The parties hereto unconditionally subject to the jurisdiction of the Courts in India

## WARRANTIES

#### It is warranted -

- That Our liability in respect of any item specified in the Schedule including any additional costs and expenses payable in connection with that item (unless specifically expressed as being payable in addition to the Sum Insured) shall not exceed the Sum Insured set against such item or in the whole the total Sum Insured or such other sum(s) as may be substituted for it by Endorsement signed by on Our behalf.
- 2. That whenever Your premises are left Unoccupied, all doors and windows shall be properly secured and all keys for main doors of Your premises shall be either removed from there or handed over to Your authorised person (including security guard). It is provided that breach of this Warranty shall not be a bar to any claim for loss or Damage caused other than by theft, burglary etc.
- 3. That the building containing or constituting Your premises is:
  - a.) maintained in a good and substantial state of repair.
  - b.) occupied by You for providing professional service or use as a Office or and not as a manufacturing unit, godown or warehouse.

## **GENERAL EXCLUSIONS**

## (WHAT IS NOT COVERED BY THE WHOLE POLICY)

We will not be liable for

## 1. WAR RISK

Damage as a consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalisation, civil commotion or loot or pillage in connection therewith.

#### 2. CONFISCATION

Any Damage due to confiscation, commandeering, requisition, detention or destruction by order of any Government or lawfully constituted authority.

### 3. NUCLEAR RISK

Any Damage to property, consequential loss, legal liability or bodily injury, illness, disease directly or indirectly caused by or contributed to by or arising from:

- a.) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- b.) the radioactive, toxic, explosive or hazardous properties of any nuclear assembly or nuclear component.

#### 4. WEAR AND TEAR

Damage caused by wear and tear, depreciation and/or gradual deterioration.

#### 5. CONSEQUENTIAL LOSS

Consequential loss of any kind or description including any reduction of market value beyond the cost of repair or replacement. However this exclusion will not apply to Section 9 (Business Interruption).

## 6. EXISTING DAMAGE

Any Damage, injury, accident, disease or illness occurring before cover commences under the Policy.

## 7. MATCHING OF ITEMS

The cost of repair or replacement of any undamaged or unbroken items or part of item forming part of a set, suits or other article of uniform nature, colour or design (including area of carpet) when Damage or breakage occurs within a clearly identifiable area or to a specific part and replacement can not be matched.

## 8. TERRORISM

Any Damage due to an act of Terrorism under all Sections except for Section 1 (Fire and Allied Perils), Section 5 (Electronic Equipment) and Section 9 (Business Interruption), where Damage due to an act of Terrorism is covered only if you have opted for the same on payment of additional premium.

# SECTION 1 Fire and Allied Perils

## PART A CONTENTS:

As defined under serial no.37 of Special Meaning of Words

#### Other Contents -

Item 1:	<del>k in Trade</del> : k in trade belonging to You and goods in trust for which You are responsible.	
Item 2:	Business and Office furniture: Business and office furniture, fixtures, fittings, safes, office machinery and electrical & mechanical appliances, electronic equipment (if not covered in the respective Section) belonging to You or for which You are responsible.	
Item 3:	Interior Decoration Interior decorations, improvements, shop fronts and that portion of the structure of the Building belonging to You or for which You are responsible.	
Item 4:	<u>All other Contents</u> : All other contents belonging to You or for which You are responsible which includes:	
	<ul> <li>a) Telephone, gas and electric meters.</li> <li>b) Any other items specified in the Schedule.</li> <li>c) Money for an amount not exceeding ₹50,000 (Rupees Fifty Thousand) during the policy period.</li> </ul>	
	d) 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	

- e) 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.
- f) 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.

# PART B BUILDING

As defined under serial no.34 of Special Meaning of Words

## COVERAGE:

### <u>Clause 1</u> 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.

	Column A	Column B
	We cover physical loss or damage, or destruction caused to the Insured Property by	We do not cover 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	<ul> <li>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</li> <li>b. caused by centrifugal forces.</li> </ul>
3.	Lightning	-
4.	Earthquake, volcanic eruption, or other convulsions of nature	-
5.	Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Tsunami, Flood and Inundation,	-

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

the settlement or movement of made up ground, coastal or river erosion, defective design or workmanship or use of defective materials, or demolition, construction, structural alterations or repair of any property, or groundworks or excavations.
caused by pressure waves caused by aircraft or other aerial or space devices travelling at sonic or supersonic speeds. caused by vehicle, animal or aircraft belonging to or owned by Insured or their employee while acting in the course of employment.

	Column A	Column B
	We cover physical loss or damage, or destruction caused to the Insured Property by	We do not cover loss or damage, or destruction caused to the Insured Property by
9.	Missile testing operations	-
10.	Riot, Strikes, Malicious Damages	<ul> <li>caused by</li> <li>a. total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind,</li> <li>b. temporary or permanent dispossession, confiscation, commandeering, requisition or destruction by order of the government or any lawful authority, or</li> <li>c. temporary or permanent dispossession of any Building by unlawful occupation by any person.</li> </ul>
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.	<ul> <li>a. repairs or alterations in the Building in which Your Business is located,</li> <li>b. repairs, removal or extension of any sprinkler installation, or</li> <li>c. defects in the construction known to You.</li> </ul>

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

## Clause 2. 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 1** of this Policy and subject to the exclusions stated in **Clause 3** of this Policy subject to all terms and conditions of this Policy. We also give **Inbuilt** Covers without charging additional premium which are stated in **Clause 2 (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.

 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 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 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 policy 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 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 the 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 provisions of Clause 5 of this Policy.

#### 4.2. Stocks at many locations on floater basis:

We cover physical loss or damage to movable property in more than one location as follows:

- i. You have declared all locations, and these are shown in the Policy Schedule.
- ii. You have declared stocks as a single value reflecting the aggregate Sum Insured.
- iii. You have a good internal audit accounting procedure under which the total amount at risk and the locations can be established at any particular time.
- iv. You must inform Us of any change in the address of any location occurring after the Commencement Date.

#### 4.3. Temporary removal of stocks:

We cover stock temporarily removed to any other premises for the purposes of fabrication, processing or finishing, or other similar purposes subject to the following conditions:

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

#### 4.4. Cover for Specific Contents:

We cover the following, as applicable:

- a. Money for an amount not exceeding ₹50,000 (Rupees Fifty Thousand) during the policy period.
- b. 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.
- c. 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.
- d. 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.

#### 4.5. Start-Up Expenses:

We cover start-up costs necessarily and reasonably incurred by the insured in respect of insured risk consequent upon a loss or damage covered by this policy for an amount not exceeding ₹ 1 Lakh (Rupees One Lakh) during the policy period.

#### 4.6. 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.

#### 4.7. 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.

#### 4.8. 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 or 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. All other terms and conditions of this Policy will apply to this extension.
- iv.the total amount recoverable under any item of the policy shall not exceed the sum insured thereby.
- 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 3. Exclusions, that is, what We do not cover

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 ₹ 5,000 (Rupees Five Thousand) for each claim. This means that We will deduct ₹ 5000 (Rupees Five 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. 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.
- 8. 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.
- 9. Loss of any Insured Property which is missing or has been mislaid, or its disappearance cannot be linked to any single identifiable Insured Event.
- 10. 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 2 (4.3) of this Policy -.
- 11. Any reduction in market value of any Insured Property after its repair or reinstatement.
- 12. 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.
- 13. 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.
- 14. Costs, fees or expenses for preparing any claim.

#### Clause 4. 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 of 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 of 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 2(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 5 of this Policy.

#### Clause 5. Underinsurance

- 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 5 (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.
- Under this Office & Professional Establishment Protector Insurance Policy, 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.

## **SPECIAL CONDITIONS**

- All insurances under this Section of the Policy shall cease on expiry of seven days from the date of fall or displacement of the insured building or part thereof or of the whole or any part of any range of buildings or of any structure of which such building forms a part.
   Provided such a fall or displacement is not caused by insured perils, Damage which is covered by this Policy or would be covered if such building, range of buildings or structure were insured under this Policy.
   However, We may agree to continue the insurance subject to revised rates, terms and conditions provided that We have been given express notice within 7 (seven) days of such fall or displacement of the building.
- 2. The insurance under this Section does not cover any Damage to the property which at the time of happening of such Damage, is insured by or would, but for the existence of this Policy be insured by a Marine Policy, except in respect of any excess beyond the amount which would have been payable under the Marine Policy or Policies had this insurance not been effected.

# **SECTION 2**

## BURGLARY & HOUSEBREAKING INCLUDING LARCENY OR THEFT AND OTHER PERILS

## PROPERTY INSURED

It shall mean the same properties described under Part A (Contents) and Part B (Building) under Section 1 (Fire and Allied Perils).

WHAT IS COVERED	WHAT IS NOT COVERED
<ul> <li>In the event of Damage directly caused by insured perils listed hereunder and subject to its not being otherwise excluded, We will indemnify You against such Damage to property insured at Your premises.</li> <li>1. Theft or attempted theft involving violent and forcible entry into or exit from the insured premises, Robbery and Dacoity.</li> </ul>	<ul> <li>We will not be liable for:</li> <li>1. a) Damage caused by theft, attempted theft by any of Your directors, partners or employees whether as principal or accessory.</li> <li>b.) Damage caused whilst Your premises remains Unoccupied for more than 60 days in continuation.</li> </ul>
<ol> <li>Impact damage by falling trees, telegraph/electric poles, pylons or lamppost or any part of them.</li> <li>Breakage, collapse and/or falling of television or radio aerials, external satellite dishes, aerial fittings and masts.</li> <li>Damage resulting from action of civic authorities in attempting to prevent the spread of a fire.</li> <li>Accidental Damage by any person not being member of Your Family or in Your service who shall be Your professional patient and who shall cause Damage whilst wholly or partially anaesthetised for medical, surgical or dental purpose. This peril is applicable only in case of Medical Establishment, Nursing Homes and Hospitals.</li> </ol>	<ol> <li>a.) Damage caused as a result of felling or lopping of trees by You or on Your behalf.</li> <li>b.) Damage caused to gates and fences.</li> <li>Damage to the satellite dish or aerial itself.</li> </ol>
	5. Any Damage of insured Contents situated outside Your premises, unless such Contents are traditionally kept outside but within the boundaries of Your premises (e.g. garden furniture). Our maximum liability for any such Damage will be Rs.5,000/- (Rupees five thousand) and all such claims will be subject to an Excess of Rs.1000/-(Rupees one thousand)

### **SPECIAL PROVISIONS**

#### 1. CLAIM SETTLEMENT

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

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

#### 2. BASIS OF CLAIM SETTLEMENT

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

## PART A CONTENTS

## Under Item 1(Stock in trade)

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

Under Item 2,3 and 4 (Business and office furniture, Interior decoration and All other contents) Pay the full cost of repair or replacement to a condition equal to but not better or more extensive than its condition when new, provided that such cost has been incurred. However, in case such cost has not been incurred in respect of any item and also in case of Item 4 (All other Contents), We will pay amount of Damage less due allowance for wear and tear and depreciation

## PART B BUILDINGS

Pay the full cost of repair or reinstatement on the same site or upon another site in any manner suitable to a condition equal to but not better or more extensive than its condition when new, provided that such cost has been incurred.

In case the reinstatement is not carried out or the cost has not been incurred, then We will pay the amount of Damage less due allowance for wear and tear and depreciation.

#### APPLICABLE TO BOTH PART A AND B

It is also provided that reinstatement is carried out with reasonable dispatch and within 12 months from the date of Damage or within such extended period as We may allow.

# **SPECIAL CONDITION**

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

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

#### a.) IN CASE OF REINSTATEMENT

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

## b.) IN CASE OF NON-REINSTATEMENT:

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

## ADDITIONAL BENEFITS

## 1. OUTSTANDING DEBT

WHAT IS COVERED	WHAT IS NOT COVERED
We will pay upto Rs.25,000 (Rupees twenty five	We will not be liable for Damage to evidences or
thousand) to reimburse You for any outstanding debts for	documents outside the premises.
works completed or goods supplied which were owed to	
You at the time of occurrence of Damage and are now	
not recoverable because the necessary documentary	
evidence to substantiate the debts have been destroyed	
as a result of insured perils described under Section 1	
and/or Section 2 of the Policy.	

#### 2. SEARCH AND FIND

WHAT IS COVERED	WHAT IS NOT COVERED
We will pay upto Rs.15,000/- (Rupees fifteen thousand)	We will not be liable for:
for exploratory and repair costs reasonably incurred by You in locating the cause and source of water damage	<ol> <li>An Excess of Rs.500/- (Rupees five hundred) for each and every claim.</li> </ol>
and repairing/reinstating the property damaged in the course of work in connection with the Insured Peril No.10 of Section 1 (Fire and Allied Perils).	<ol> <li>Cost of any defective material of water tank, pipe or apparatus.</li> </ol>

#### 3. ACCIDENTAL DAMAGE TO UNDERGROUND PIPES /CABLES/SERVICES

WHAT IS COVERED	WHAT IS NOT COVERED
We will pay upto Rs.10,000/- (Rupees ten thousand) for	We will not be liable for any Damage for which You are

accidental Damage to any underground pipes, cables and	carrying out repairs beyond Your responsibilities as per
services (including underground sewerage tanks and	Bye laws or Regulations of the municipal authority or
drain inspection covers) in respect of Your premises for	Association/Society of Your premises.
which repairs have to be statutorily carried out by You.	

## 3. CHANGE OF OFFICE

	WHAT IS COVERED	WHAT IS NOT COVERED
1.	The insurance by Section 1 (Fire and Allied Perils) and Section 2 (Burglary, Housebreaking and Other Perils) of the Policy in respect of Part A (Contents) will apply to any new premises of Yours, which is going to be your substituted new office, profession or business centre within India as well as to Your current premises for a period of 30 days from the date You begin to move Your Contents from Your current premises.	<ul> <li>We will not be liable for:</li> <li>Any Damage at Your new premises if You do not notify Us of the the permanent removal of Contents and provide address details of Your new residence to be insured within 30 days from the date You begin to move Your Contents from Your current premises.</li> </ul>
2.	<ul> <li>We will indemnify You for Damage to Your insured Contents by</li> <li>a.) Fire, lightning, strike, riot and civil commotion.</li> <li>b.) Collision of vehicle / over-turning of vehicle, derailment and accidents.</li> <li>c.) Breakages of bridges.</li> <li>d.) Robbery and dacoity.</li> <li>While they are in course of removal including loading, unloading and transit from Your current premises to Your new premises within a distance of 50 Kms from where Your current Office is located.</li> </ul>	<ul> <li>2. a.) Excess of Rs.1000/-(Rupees one thousand) for each and every claim.</li> <li>b.) Any Damage to china glass, porcelain, earthenware or any other fragile or brittle item.</li> <li>c.) Any mechanical/electrical breakdown or failure.</li> </ul>

# 4. REPLACEMENT OF LOCKS

	WHAT IS COVERED	WHAT IS NOT COVERED
If the	e locking system of -	We will not be liable for:
1. 2.	External doors to Your premises. Safe and almirah fitted in Your premises. are Damaged following use of keys by force and violence; We will pay upto Rs.5,000/- (Rupees five thousand) for the locking mechanism to be replaced in any one Policy Period.	<ol> <li>An Excess of Rs.100/- (Rupees one hundred) for each and every claim.</li> </ol>

## 5. COST OF REMOVAL OF TREES, ELECTRIC/TELEGRAPH POLES, PYLONS, LAMP POSTS

WHAT IS COVERED	WHAT IS NOT COVERED
We will pay You for removal of fallen trees, telegraph/electric poles, pylons, lamp posts upto a sum of Rs.5000/- (Rupees five thousand) for all claims during any one Policy Period provided that We are liable for Damage under Item (2) of the coverage under this Section	fifty) for each and every claim.

## 6. REMOVAL OF MACHINERY/EQUIPMENTS

WHAT IS COVERED	WHAT IS NOT COVERED
We will pay for Damage to machinery and equipments by	We will not be liable for any Damage to machinery,
any insured perils while they are temporily removed from	equipment occurring outside the building of
Your premises to any other place within India for repair,	repair/renovation centre.
cleaning renovation or other similar perils for a period not	
exceeding 60 days continuously in any one event.	

# **EXTENSIONS**

## 1. ESCALATION CLAUSE

In respect of property insured under Part A (Contents) and/or Part B – (Building), the Sum Insured for each item shall increase each day by an amount representing  $1/365^{th}$  day of the specified percentage increase per annum. The specified percentage can range from 5% to 25% of the original Sum Insured chosen by You for each item of the property covered.

However this provision will apply only to the Sum Insured on the property covered in force at the commencement of each Policy Period. At each renewal, the Sum Insured on the property covered shall be that as stated on the Policy (or amended by any Endorsement effective prior to the aforesaid renewal date) to which shall be added the increase which has accrued under this Extension during the Policy Period upto the renewal date and the specified percentage increase shall again apply for the Policy Period from the renewal date, unless otherwise instructed by You.

## 2. TREES AND PLANTS

WHAT IS COVERED	WHAT IS NOT COVERED
If any tree or plant located within the boundary of Your	We will not be liable for
premises and belonging to You or for which You are	1. An Excess of 10% of the claim amount or Rs.500/-
responsible is Damaged due to any insured peril covered	(Rupees five hundred) whichever is higher for each
under Section 1(Fire and Allied Perils) and/or Section 2	and every claim.
(Burglary, Housebreaking and Other Perils), then We will	2. Damage to lawn.
pay for its Market Value subject to a maximum of	3. Damage due to perils not covered or specifically
Rs.30,000/- (Rupees thirty thousand) in any one Policy	excluded in Section 1 (Fire and Allied Perils) or
Period .	Section 2(Burglary, Housebreaking and Other
	Perils).

## 3. DOCUMENTS AND CARDS

WHAT IS COVERED	WHAT IS NOT COVERED
If any of the under mentioned insured items belonging to	We will not be liable for:
You and/or issued to Insured Person for official or business	1. The first Rs.500/- (Rupees five hundred only) as
purpose is Damaged due to an accident or misfortune, We	Excess for each and every claim.
will pay for replacement cost of such Damaged items.	2. Damage arising from or attributable to moth,
INSURED ITEMS :	insect, vermin, fungus, wear and tear,
1. Share and stock certificates, deposit receipts,	depreciation or any gradually operating cause.
2. Insurance Policy.	3. Any loss in value or loss due to accounting errors
3. Documents as defined in General Definition(s)	or omission.
4. Corporate credit card including bank or cash cards or	4. Detention, seizure or confiscation by any legal
any other financial transaction card.	authority.
	5. Loss due to forgery, fabrication, theft of
	documents or cards insured by Your directors,
LIMIT OF SUM INSURED	partners or employees.
Maximum of 15%(fifteen percent) of Sum Insured on	6. Any loss of insured cards not reported to Police,
Contents in Section 2 or Rs. 75000/- (Rupees seventy	Bank or Card issuing Company as required after
five thousand) whichever is lower during the Policy	discovery of loss.
Period.	7. Any loss from unattended vehicle.
	8. Mysterious disappearance or unexplained loss.

## **NOTE** (Applicable to Extension No.4)

The basis of claim settlement will be as under:

a.) Cost of replacing the lost or damaged documents, but only for the value of materials as stationery together with cost of clerical labour expended in preparing the documents.

- b.) However, if the documents are issued by any statutory body or any other competent authority having jurisdiction beyond Your control, then in that case the basis of settlement will be the cost of replacing the damaged documents inclusive of application money, fees and stamps as statutorily required as well as cost of professional accountant, architect or lawyer utilized for the purpose of replacing or recreation of documents but excluding any transportation cost and time delays.
- c.) In respect of Corporate credit cards or other financial transaction cards, We will pay for cost of replacing such cards and also for any loss for which You are responsible following unauthorised use of such cards to the extent it is not covered by any other Insurance Policy whether effected by You or not. The maximum amount payable for unauthorised use of the card is Rs.10,000/- (Rupees ten thousand) for any claim and Rs.20,000/- (Rupees twenty thousand) for all claims in any one Policy Period. The amounts as stated above would be whithin the overall Sum Insured limit for this Extension cover and cannot exceed the said limit for any one loss/all losses during the Policy Period. This coverage is subject to the loss of the card being reported to the Bank/Credit card company within 24 hours of the loss.

## SECTION 3 MONEY AND FIDELITY GUARANTEE

PART A MONEY

## DEFINITIONS

# 1. Bank

It means and include bank of every description, post office and government treasury.

## 2. Office Hours

It means the period during which You or Your authorised employees, partners or directors authorised to handle the Money of Your office/business are on the premises for the purpose of office work/business.

## 3. Authorised Representative

It means and includes Your employees, partners and directors, employees of Your sister concerns operating from the same premises or employees of any other concern who are engaged in the work of carrying Your Money through a specific contract or Agreement executed by You.

WHAT IS COVERED	WHAT IS NOT COVERED
In the event of loss of Money relating to Your business	We will not be liable for:
profession or official work happening during the currency	1. Shortage of Money due to errors or omission.
of the Policy in accordance with the situation(s) or	2. Loss of Money entrusted to any other person or not in
circumstance(s) described below, We will indemnify You	personal custody of Your Authorised Representative.
against such loss subject to limits stated in the Schedule.	3. Loss arising from fraud or dishonesty of Your
Circumstance(s) or Situation(s):	Authorised Representative unless such loss is
1. Loss of Money due to accident or misfortune whilst	discovered within 48 hours of its occurrence.
in direct transit from or to the insured premises.	4. Loss of Money extracted from safe, strong room,
2. Loss of Money due to accident or misfortune whilst	almirah or cash box following the use of key to the
in direct transit between any collection/payment	said safe, strong room etc. unless such key has been
center and Bank.	obtained by assault or violence or threat thereof.
3. Loss of Money due to housebreaking, robbery,	5. Loss of Money insured by any other Policy except in
dacoity, holdup whilst in insured premises during	respect of any excess beyond the amount which
Office Hours.	would have been payable under such Policy or
4. Loss of Money due to housebreaking, robbery,	Policies had this insurance not been effected.
dacoity, holdup whilst in locked safe or strong room,	6. Theft from any unattended vehicle except from cars
locked steel almirah /standard cash box inside the	of fully enclosed saloon type having all its doors,
insured premises outside Office Hours.	windows and other openings securely locked and
	properly fastened.
	7. Loss of Money in transit outside the limits of city /town
	where insured premises are located.

# SPECIAL CONDITION

1. You shall keep a complete account of Money contained in safe, strong room, almirah or cash box under lock and key on daily basis. This complete account shall be deposited in a secured place other than the safe/strong room or the said place where the Money is kept and be produced as documentary evidence for admissibility of claim

under this Policy. Our liability shall be limited to the amount actually such shown by records of books of accounts, not exceeding the amount stated in the Schedule.

2. It is provided that the Money in the premises is deposited in safe, strongroom, steel almirah or standard cash box under lock and key out of Office Hours.

# ADDITIONAL BENEFITS

WHAT IS COVERED	WHAT IS NOT COVERED
We will pay upto Rs.10,000/- (Rupees ten thousand) in	We will not be liable for
<ol> <li>any one Policy Period for Damage to any</li> <li>Safe, strong room, steel almirah or cash box.</li> <li>Case, bag, waistcoat when used for the carriage of Money directly associated with Circumstances or Situations described hereinabove.</li> </ol>	<ol> <li>Any Damage which is covered by any other Section of the Policy or any other Policy.</li> <li>Any Damage occurring at private residence of You, Your partners, directors or employees</li> </ol>

PART B

FIDELITY GUARANTEE

WHAT IS COVERED	WHAT IS NOT COVERED
We will indemnify You against direct pecuniary loss caused by act of fraud or dishonesty committed by any person employed by or with You in the premises upto amount(s) stated in the Schedule. Provided that the loss shall have occurred in connection	<ul> <li>We will not be laible for</li> <li>1. An Excess equivalent to the sum of money which but for the act or default on part of the employee would have become payable or due to him/ her by You.</li> </ul>
with occupation and duties of Your employees during the uninterrupted continuance of his/her employment and be discovered within six months after the death, resignation, dismissal of retirement of such person or six months after this Policy shall have ceased to exit, whichever of these events shall happen first.	<ol> <li>More than one claim in respect of acts or defaults of anyone employee.</li> <li>Any act or default committed prior to the date of commencement of risk in the Schedule hereto for such employee.</li> <li>Any act or default of any employee done or omitted to be done after discovery by You of any act of forgery, embezzlement, larceny or fraudulent conversion on the part of such employee.</li> </ol>

## SPECIAL PROVISION

You shall if and when reqired by Us at Our expense, if a conviction be obtained, use all diligence in prosecuting the employees to conviction for any act or default done by the said employee in consequence of which a claim shall have been made under the Policy and You will at Our expenses give all information and assistance to enable Us to sue for and obtain reimbursement from any such employee by reason of whose act or default a claim has been made or from the estate of such employees all the monies which We shall have become liable to pay in respect thereof.

FIXED GLASS AND SANITARY FITTINGS		
WHAT IS COVERED	WHAT IS NOT COVERED	
In the event of accidental breakage to Fixed Glass and	We will not be liable for	
Sanitary Fittings in Your Premises, We will pay for the	1. An Excess of Rs.500/- (Rupees five hundred) for	
cost of repair or replacement of the damaged items.	each and every claim.	
We will also pay for:.	2. Breakage or damage during removal, alteration and	
1. Damage to frame and framework of any description	repairs in or about the premises	
following breakage of Glass.	3. Disfiguration or scratching or damage of Glass or	
2. Following breakage of Glass, the cost of tinting,	Sanitary Fittings other than the fracture extending	
lettering, painting, embossing, silvering or any other	through the entire thickness of Glass or Sanitary	
ornamental work on the replacement Glass, provided	Fittings.	
that such costs have been included in the Sum	4. Breakage of Glass or Sanitary Fittings which are not	
Insured of the Glass under this Section.	completely and securely fixed.	
3. Accidental Damage to the contents of Your premises	5. Any consequential loss except as provided for under	
caused by breakage of Glass or Sanitary Fittings	Item 3 of coverage.	
upto a limit of Rs.5,000/- (Rupees five thousand)		
during any Policy Period.		
The coverage for the purpose of this Section will also		
include surgery lamps, and name plates upto Rs.2,500/-		
(Rupees two thousand five hundred) any one item, if the		
Policy is issued to Medical Establishment, Nursing Homes		
and Hospitals		

**SECTION 4** 

## SPECIAL CONDITION

#### AVERAGE (UNDER-INSURANCE)

It is a requirement of this Section of the Policy that the Sum Insured of each item in the Section shall be equal to cost of replacement of the insured property on the date of replacement by new one of the same kind. If the Sum Insured is less than the Replacement Value of the property, then You shall be considered Your own Insurer for the difference between Sum Insured and cost of replacement and shall bear a rateable proportion of the Damage. Each item, if more than one, shall be separately subject to this condition.

# **SECTION 5**

Part A

#### ELECTRONIC EQUIPMENT INSURANCE

#### DEFINITIONS

## 1. Electronic Equipment

It means all electronic equipments like computers, fax machines, medical/bio-medical equipments, microprocessors, audio/visual equipments and it includes the entire computer system consisting of central processing unit, keyboards, monitors, printers, stabilizers, UPs and system software etc.

#### 2. Electronic Data

It means the information stored on the data carrying material.

## 3. Software

It means collection of programmes which cause a computer to perform a desired operation or series of operations.

## 4. Data Carrying Material

It means the discs or tapes used in the computer to store the information.

WHAT IS COVERED	WHAT IS NOT COVERED
	We will not be liable for:
If the Electronic Equipment installation including	1. a.) In respect of Personal Computers, 5%(five
accessories and/or Data Carrying Material belonging to	percent) of the claim amount subject to a
You or for which You are responsible is Damaged whilst	minimum of Rs.2,500/- (Rupees two thousand
contained in the premises by any cause other than those	five hundred ).
excluded under this Section of the Policy or under	b.) In respect of other Electronic Equipment with
General Exclusions, We will pay for the cost of repair or	value upto Rs. 100,000/- (Rupees one lakh).
replacement or at Our option repair, reinstate or replace	i.) 5% (five per cent) of the claim amount
such Damaged equipment or items, accessories and	subject to a minimum of Rs.1,000/- (
Data Carrying Material.	Rupees one thousand), if Electronic
	Equipment is other than Winchester drive.
This cover is applicable during the period when after	ii.) 10% (ten percent) of the claim amount
successful completion of their performance/acceptance	subject to a minimum of Rs.2,500/- (
test, such equipments, parts, accessories are at work or	Rupees two thousand and five hundred), if
at rest or being dismantled for the purpose of cleaning,	Electronic Equipment is Winchester drive.
overhauling or in course of aforesaid operation	c.) In respect of other Electronic Equipments with
themselves or when being shifted within the premises or	value more than Rs. 100,000/- (Rupees one
during subsequent re-erection.	lakh ).
	i.) 5% (five per cent) of the claim amount
	subject to a minimum of Rs.2,500/-
	(Rupees two thousand and five hundred),
	if Electronic Equipment is other than
	Winchester drive.
	ii.) 25% (twenty five percent) of the claim
	amount subject to a minimum of

<u> </u>	D. 10 000/ (D
	Rs.10,000/- (Rupees ten thousand), if
	Electronic Equipment is Winchester drive
2.	Damaged caused by act of Terrorism unless
	specifically covered on payment of additional
	premium.
3.	Damage due to faults/defects existing at the
	commencement of this insurance and known to You
	,Your partners, directors or Your employees,
	whether such faults/defects were known to Us or not
	and any wilful act or negligence of You ,Your
	employees, directors, partners or representatives.
4.	Damage due to continuous influence of operation
	(e.g. wear and tear, cavitation, erosion, corrosion,
	incrustation) gradual deterioration and climatic
	condition other than those described and covered as
	insured perils in Section 1 (Fire and Allied Perils)
5.	Any cost incurred in connection with elimination of
	functional failures unless such failures were caused
	by Damage covered under this Section of the Policy.
6.	Damage for which the manufacturer or supplier is
	responsible either by law or under contract or any
	amount recoverable under the terms of Maintenance
	Agreement.
7.	Damage to rented or hired equipments to You for
	which owner is responsible either by law or under
	lease and/or Maintenance Agreement.
8.	Cost incurred/time involved in the movement of
	equipment and/or other property and/or personel
	outside Geographical Limits, other than cost of
	delivery for equipment parts Damaged.
9.	Damage to consumable items (e.g. bulbs, valves,
	tubes, ribbons, fuses, seals, belts, wires, chains,
	exchangeable tools, objects made of glass, porcelain
	or ceramics) and operating media as well as
	aesthetic defects like scratches etc. unless such
	parts are affected by an indemnifiable Damage to
	the insured item itself.
10.	Damage arising through fitting, adjustment, repair or
	dismantling of any part of said equipment/installation
	other than by an authorised representative of an
	Electronic Equipment manufacturer, dealer or that of
	a reputed repairer.
11.	Any cost required for alteration, improvement or
	overhaul or for making drawings, patterns and core
	boxes.

12. Any extra cost for overtime, nightwork, work on
public holiday, express freight etc for repairs or
replacement.

## WARRANTIES

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

i) Maintenance services of the Electronic Equipment installations including preventive treatment or adjustment of mechanical or moving parts, safety checks and

ii) Rectification of damage or faults arising from any cause during normal operation as well as from ageing. Provided that this Warranty shall not apply if the additional premium as required by Us is paid by You for deletion of this Warranty or there is competent in-house maintenance facility for all equipments covered under this Section. The Warranty is also not applicable for Personal Computers with Sum Insured upto Rs.100,000/- (Rupees one lakh)

## **SPECIAL PROVISIONS**

#### 1. SUM INSURED

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

## 2. BASIS OF CLAIM SETTLEMENT

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

- i.) Cost of dismantling and re-erection for the purpose of repairs.
- ii.) Ordinary freight to and from the repair shop.
- iii.) Custom duties and other dues.
- a.) **Repair Basis:** In Repair Basis settlement, the following points will be taken into account while setting the claims:
  - i.) No deduction will be made for depreciation in respect of parts replaced except those with limited life.
  - ii.) If the repairs are executed at a workshop owned by You, We will pay the cost of materials and wages incurred for the purpose of repairs plus a reasonable percentage to cover overhead charges.
  - iii.) In respect of medical equipments using X-ray tubes, the coverage in respect of X-ray valves and tubes and Computer Tomographs will be granted as per detailed Schedules contained in the Annexure to this Section.

- iv.) The cost of any provisional repair will be borne by Us if such repairs constitute part of the final repairs and do not increase the total repair expense.
- v.) We 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.
- vi.) Value of salvage is to be taken into account for both Repair Basis and Total Loss Basis settlement of claims.
- b.) Total Loss Basis: In Total Loss Basis settlement, the following points will be taken into account while settling the claim.
  - i.) Market Value of item is to be calculated by deducting proper depreciation from the Replacement Value of item as new of same kind, type and capacity.
  - ii.) We may not insist for bills and documents in case You are unable to replace the Damaged equipment for any reason.
  - iii.) If the insured items subject to total loss become obsolete, then all cost necessary to replace the Damaged item with a follow up model (similar type) of similar structure and configuration (similar quality)
     i.e. low, average or high capacity will be reimbursed

## SPECIAL CONDITIONS

## 1. Average (Under-Insurance)

If at the time of Damage, the Sum Insured is less than the amount required to be insured as described above, then We will pay only in such proportion as the Sum Insured bears to the amount required to be insured. Every item, if more than one, shall be subject to this condition separately.

 After giving Notice to Us as described under General Condition No. 5, You may carry out the repair or replacement of any minor damage not exceeding Rs. 2,500/-(Rupees two thousand and five hundred) provided that carrying out of such repairs is without prejudice to any question of Our liability and that any damaged part requiring replacement is kept for inspection by Us.

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

# ANNEXURE

The insurance of medical equipments shall be extended to include damage to valves and tubes. Indemnification shall be limited to the actual value of such items (of 1 - 7) immediately prior to the occurrence of the damage, including ordinary freight, erection costs and custom duties and dues, if any as per the applicable Table below.

#### 1. Actual values of

- a) Stationary anode X-ray tubes in single-tank setup and rotating anode X-ray tubes without exposure counters for diagnostic equipment.
- b) Surface and close-range radio-theorapy X-ray tubes and valves.
- c) Video amplifier tubes.

Age (months)	Actual value in % of new replacement value
Less than 18	100
Less than 20	90
Less than 23	80
Less than 26	70
Less than 30	60
Less than 34	50
Less than 40	40
Less than 46	30
Less than 52	20
Less than 60	10
More than 60	0

2. Actual values of valves for diagnostic equipment

Age (months)	Actual value in % of new replacement value
Less than 33	100
Less than 36	90
Less than 39	80
Less than 42	70
Less than 45	60
Less than 48	50
Less than 51	40
Less than 54	30
Less than 57	20
Less than 60	10
More than 60	0

Number of exposures	Actual value in % of new replacement value
Less than 10,000	100
Less than 12,000	90
Less than 14,000	80
Less than 16,000	70
Less than 19,000	60
Less than 22,000	50
Less than 26,000	40
Less than 30,000	30
Less than 35,000	20
Less than 40,000	10
More than 40,000	0

3. Actual value of rotating anode X-ray tubes with lead-sealed exposure counters for diagnostic equipment.

### 4. Actual values of deep therapy X-ray tubes and valves.

Period of operation (hours) OR age (months) (whichever results in the lower actual value)		Actual value in % of new
Period of operation (hours)	Age (months)	replacement values
Less than 400	Less than 18	100
Less than 500	Less than 20	90
Less than 600	Less than 23	80
Less than 700	Less than 26	70
Less than 800	Less than 30	60
Less than 900	Less than 34	50
Less than 1000	Less than 40	40
Less than 1100	Less than 46	30
Less than 1200	Less than 52	20
Less than 1300	Less than 60	10
More than 1300	More than 60	0

# 5. Actual values of X-ray tubes and valves for material testing equipment.

Period of operation (hours) OR age (months) (whichever results in the lower actual value)		Actual value in % of new
Period of operation (hours)	Age (months)	replacement values
Less than 300	Less than 6	100
Less than 380	Less than 8	90
Less than 460	Less than 10	80
Less than 540	Less than 12	70
Less than 620	Less than 14	60
Less than 700	Less than 16	50
Less than 780	Less than 18	40
Less than 860	Less than 20	30
More than 860	More than 20	20

6. Actual values of picture and pick-up tubes for TV equipment.

After 12 months use, the actual value of picture and pick-up tubes shall be reduced by 3% per month down to a minimum of 20% of the new replacement value.

#### 7. Actual values of other types of tubes and valves.

For other types of tubes and valves the actual valves on the date of an occurrence shall be determined on the basis of data furnished by the supplier.

#### SPECIAL CONDITION CONCERNING COMPUTER TOMOGRAPHS

It is agreed and understand that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall not be liable for any damage consisting in the failure of individual construction elements or components, unless it can be proved that such damage has been caused by an external event acting on the system or by a fire generated within the system.

In contrast to the indemnity scales of Endorsement on "Cover for valves and tubes" incorporated in medical equipment, the following scales shall apply to the tubes indicated below built into Computer Tomographs:

#### 1. X-ray tubes.

With high-voltage time meter	With exposure counter	Indemnity
(stationary-anode tubes):(operating hours up to)	(rotating-anode tubes):(No. of exposures up to)	(%)
400	10,000	100
440	11,000	90
480	12,000	80
520	13,000	70
600	15,000	60
720	18,000	50
840	21,000	40
960	24,000	30
1,080	27,000	20
1,200	30,000	10

2. Tubes for voltage stabilizations and regulations.

Period of use (months)	Indemnity (%)
36	100
39	90
41	80
44	70
47	60
49	50
52	40
55	30
57	20
60	10

### PART B REINSTATEMENT OF DATA AND SOFTWARE

WHAT IS COVERED	WHAT IS NOT COVERED
If the electronic data contained in or on the Data Carrying	We will not be liable for
Material or the software is/are damaged by perils	1. a) An Excess of 5% of the claim amont subject to
mentioned under "WHAT IS COVERED" of Section 5 A, We	a minimum of Rs.1,000/-(Rupees one thousand)
will indemnify You in respect of cost of reinstating such	if the value of the equipment is upto
electronic data on Data Carrying Material and/or software	Rs.100,000/- (Rupees one lakh)
upto the limits stated in the Schedule.	b) An Excess of 5% of the claim amount subject to
This cover is applicable while such electronic data and	a minimum of Rs.2,500/- (Rupees two thousand
soft ware are kept in the premises.	five hundred) if the value of the equipment is
	more than Rs.100,000/- (Rupees one lakh)
	2. Erasure, destruction, distortion or corruption
	resulting from an unidentifiable occurrence.
	3. Any cost arising from false programming, punching,
	labeling or inserting, inadvertent cancelling of
	information or discarding of data and from loss of
	information caused by magnetic fields.
	<ol> <li>Damage discovered more than six calendar months after its occurrence.</li> </ol>
	<ol> <li>Cost incurred for alteration or improvement of electronic data/software.</li> </ol>
	<ol> <li>Intrinsic value of electronic data/software.</li> </ol>
	<ol> <li>7. Software which cannot be exchanged by user.</li> </ol>
	7. Ootware which cannot be exchanged by USEI.

### SPECIAL PROVISIONS

#### 1. SUM INSURED

It is a requirement of this insurance that the Sum Insured shall be the amount required

- a.) for replacing the damaged data carrying material by new material and reproducing the lost information.
- b.) For replacing the damaged software by new software of same quality, efficiency level and make.

#### 2. BASIS OF CLAIM SETTLEMENT

We will indemnify any expenses incurred by You within a period of 12 (twelve) months as from date of the occurrence strictly for the purpose of restoring the insured electronic data and/or software 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 the lost electronic data or if such reproduction is not effected within 12 (twelve) months after the occurrence, We will only be liable to indemnify under Section 5A, the expenses incurred for replacing the damaged data carrying material by new data carrying material. However if the damaged software can not be replaced by same software, then we will indemnify You for next level of upgraded software which is available by deducting an amount towards improvement and efficiency of the new replaced software over the damaged software.

# **SECTION 6**

WHAT IS COVERED	WHAT IS NOT COVERED
We will indemnify You for Damage during currency of this	We will not be liable for:
Policy to	1. An Excess of 5 % of the claim amount or Rs.500/-
<ol> <li>Television sets and accessories,</li> <li>Cable/satellite/digital television receiver,</li> <li>Video equipment         <ul> <li>and their aerial fittings and masts belonging to You             or for which You are responsible whilst contained in             Your premises caused by Damages which are             covered under Section 5A of this Policy.</li> </ul> </li> </ol>	<ul> <li>(Rupees five hundred) whichever is higher for each and every claim.</li> <li>2. Damage to external antenna, dishes, masts and fittings by theft.</li> <li>3. Damage to any picture tube/tape due to use of the tape/tube contrary to instruction of manufacturer.</li> <li>4. Damages listed out under Items 2 to 12 of WHAT IS NOT COVERED under Section 5A of this Policy.</li> </ul>

### SPECIAL PROVISIONS

### 1. SUM INSURED

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

#### 2. BASIS OF CLAIM SETTLEMENT

The basis of claim settlement will be the same as described under Section 5 (Electronic Equipment Insurance).

# SPECIAL CONDITION

#### AVERAGE (UNDER-INSURANCE)

If at the time of Damage, the Sum Insured is less than the amount required to be Insured as described above, then We will pay only in such proportion as the Sum Insured bears to the amount required to be insured. Every item, if more than one shall be subject to this condition separately.

#### PART B- PORTABLE COMPUTER/MOBILE PHONES/ELECTRONIC DIARY

WHAT IS COVERED	WHAT IS NOT COVERED
	We will not be liable for
If the Portable Computer, Mobile Phone or Electronic	1. An Excess of 10% (ten percent) of the claim amount
Diary belonging to You or for which You are responsible	subject to a minimum of Rs.250/- (Rupees two
whilst in personal custody of You, Your partners,	hundred fifty) in case of Damage to Mobile Phones
directors, authorised representatives or employees is	and Electronic Diaries and a minimum of
Damaged anywhere in the world in accordance with	Rs.2,500/- (Rupees two thousand and five hundred)
coverage under Section 5A (Electronic Equipment	in case of Damage to Portable Computer.
Insurance), We will pay for the Damage or if We choose,	2. Theft not reported to Police within 24 hrs of
effect its repair or replacement.	discovery thereof and a written Report obtained.
	3. Theft from any unattended vehicle except from car
We will also pay for Damage to Data Carrying Material	of fully enclosed saloon type having all its doors,
being carried for normal functioning of the Portable Computer.	windows and other openings securely locked and properly fastened.
	<ol> <li>Mysterious or unexplained disappearance of insured items.</li> </ol>
	5. Damage caused by or arising from the leakage, spilling or exploding of liquid oils or materials of a
	like nature or articles of a dangerous or damaging
	nature.
	6. Damages listed out under Items 2 to 12 of WHAT IS
	NOT COVERED under Section 5A (Electronic
	Equipment Insurance).

# **SPECIAL PROVISION**

This Sub-Section is subject to same terms, warranty and provisions as that of Section 5A (Electronic Equipment Insurance) provided however that the Maintenance Agreement Warranty provision shall apply only in case of Portable Computers having Sum Insured more than Rs.100,000/- (Rupees one lakh).

# **SPECIAL CONDITIONS**

This Sub-Section is subject to the same conditions as that of Section 5A (Electronic Equipment Insurance).

# PROPERTY INSURED

- Item 1 Neon and Illuminated Signs.
- Item 2 Hoardings
- Item 3 Other Trade Equipments specified in the Schedule which are used for Your office, business or professional purpose.

WHAT IS COVERED	WHAT IS NOT COVERED
1. We will indemnify You against Damage by any	We will not be liable for:
cause not otherwise excluded hereafter to the Property Insured whilst on the premises for Item (1) and (2) above and anywhere within the Geographical Limits specified under the Policy for Item 3 above.	<ol> <li>a) First Rs.1,000/-(Rupees one thousand) or 5% (five per cent) of the claim amount whichever is higher in respect of Damage to Hoarding.</li> <li>b) First Rs.500/-(Rupees five hundred) or 5% (five per cent) of the claim amount whichever is higher in respect of Damage to Neon and Illuminated Sign and Other Trade Equipments insured.</li> </ol>
	2) Damage:
	<ul> <li>a) to property insured caused by its undergoing any heating process or any process involving the application of heat.</li> </ul>
	<ul> <li>b) due to theft or attempted theft by or in connivance with You or Your Family o Your employee/director/partner</li> </ul>
	c) due to any person obtaining the property by deception.
	<ul> <li>d) caused by or arising from <ul> <li>i) moth, insect, mildew, vermin, fungus, wear</li> <li>&amp; tear, depreciation or any gradually operating cause.</li> <li>ii) any process of dyeing, cleaning, washing, repairing or restoring to which the property is subjected.</li> <li>iii) mechanical or electrical breakdown or failure.</li> </ul></li></ul>
	iv) gradual deterioration, market depreciation, improper maintenance.
	<ul> <li>e) to electrical equipment by its short circuiting or overrunning.</li> </ul>
	<ul> <li>f) due to theft from any unattended vehicle except from car of fully enclosed saloon type having all its doors, windows and other openings securely locked and properly fastened.</li> </ul>
	<li>g) whilst being conveyed by any carrier under contract of affreightment.</li>
	<ul> <li>h) cost of remaking any film, disc, tape or the value of any information contained on it.</li> </ul>

#### SPECIAL PROVISIONS

#### 1. BASIS OF CLAIM SETTLEMENT

In the event of Damage to property insured, We will pay the full cost of repair or replacement to a condition equal to but not better or more extensive than its condition when new, provided such cost has been incurred, otherwise a deduction will be made for wear and tear and depreciation.

#### 2. SUM INSURED

It is a requirement under this Sub-Section that the Sum Insured shall be equal to the cost of replacement of the insured item by a new one of the same kind, type and capacity including custom duties, dues and freight and also cost of dismantling/erection as applicable

#### 3. AVERAGE (UNDER-INSURANCE)

If the property insured at the commencement of Damage by any insured peril be of greater Reinstatement Value than the Sum Insured, then You shall be considered as being Your own Insurer for the difference and shall bear a rateable proportion of the Damage accordingly. Each item, if more than one, is subject to this condition

# SECTION 7 BREAKDOWN OF ELECTRICAL/MECHANICAL APPLIANCES

#### BREAKDOWN

It shall mean the actual burning out of or the failure of any part of the appliance or installation specified in the Schedule due to any cause which is sudden, unforeseen and not excluded under this Section of the Policy or in the General Exclusions resulting into stoppage of functions and necessitating the repair or replacement of such parts before normal working can commence.

WHAT IS COVERED	WHAT IS NOT COVERED	
	We will not be liable for:	
If the Electrical/Mechanical Appliance upto 7 years in age belonging to You is Damaged whilst contained in the premises due to electrical or mechanical breakdown, then We will pay for the Damage or if We choose, effect its repair or replacement.	<ol> <li>An Excess of Rs.250/- (Rupees two hundred fifty) or 1% of Sum Insured whichever is higher for each Damage.</li> <li>Damage to any insured item due to perils insurable under other Sections of the Policy.</li> <li>Damage for which the manufacturer or supplier of</li> </ol>	
We will also pay for -	the property is responsible by law or contract or any	
<ol> <li>cost of dismantling and installation for purpose of repair;</li> <li>freight, customs duties and other dues payable on replacement of the Appliance;</li> <li>Provided that these have been included in Sum Insured.</li> </ol>	<ul> <li>amount recoverable under Maintenance Agreement.</li> <li>Damage resulting from overload experiment or test requiring imposition of abnormal conditions.</li> <li>Damage due to deterioration of or wearing away of any item caused by or as a result of normal use or exposure.</li> </ul>	
This cover is applicable during the period when after successful completion of their performance/acceptance test such equipments, parts or accessories are at work or at rest or being dismantled for the purpose of cleaning, overhauling or in course of aforesaid operation themselves or when being shifted within the premises or during the subsequent re-erection.	<ol> <li>Gradually developing flaws, defects, cracks or partial fractures in any part not necessitating immediate stoppage, although at some future time repair or replacements of parts affected may be necessary.</li> <li>Damage due to wilful act or negligence of You or Your employee, partner or director.</li> <li>Damage to consumables such as ropes, rubber items, dies, moulds, blade, cutters, knives, exchangeable tools, engraved or impression cylinders or rolls, glass and porcelain items, ceramics, operating media, belts or wires, fabrics, anti-corrosive, non metallic linings unless such parts are affected by an indemnifiable Damage to the insured item itself</li> <li>Damage to any insured item occasioned by permanent or temporary dispossession of any building resulting from confiscation, commandeering or requisition by any lawful authority or resulting from unlawful occupation by You of the building.</li> </ol>	

# SPECIAL PROVISIONS

1. Any Electrical/Mechanical Appliance covered under this Section has to be necessarily insured under Section 1(Fire and Allied Perils)

# 2. SUM INSURED

It is a requirement of this insurance that the Sum Insured in respect of items specified in the Schedule shall be equal to the cost of replacement of the insured property by new property of the same kind and capacity, including freight, custom duties and other dues and also dismantling and re-erection cost.

# 3. BASIS OF CLAIM SETTLEMENT

The basis of claim settlement will be the same as described in Section 5A (Electrical Equipment Insurance) Special Provision No. 2.

# SPECIAL CONDITIONS

This Section is subject to the same conditions as that of Section 5A (Electronic Equipment Insurance).

# SECTION 8 PERSONAL ACCIDENT

### DEFINITIONS

### 1. Injury

It shall mean accidental bodily injury solely and directly caused by external, violent and visible cause. This definition includes accidental bodily injury resulting from exposure to elements of the cause.

### 2. Loss of Limbs

It shall mean physical separation of one or more hands or feet or permanent and total loss of use of one or more hands or feet.

### 3. Physical Separation

It shall mean separation of the hand at or above the wrist and/or of the foot at or above the ankle respectively.

### 4. Permanent Total Disablement

The bodily injury which as its direct consequence immediately or in foreseeable future will prevent the Insured Person from engaging in any kind of occupation, profession or business for which the Insured Person is reasonably qualified by education, training or experience.

### 5. Temporary Total Disablement

The bodily injury which as its direct consequence will prevent the Insured Person from engaging in all types of occupation or any employment whatsoever for a period not exceeding 104 (one hundred and four) weeks from the date of injury to the time when the Insured Person is fit enough to resume duty or engage in any kind of occupation, as certified by a Medical Practitioner.

WHAT IS COVERED	WHAT IS NOT COVERED	
	We will not be liable for	
If following bodily injury which solely and directly causes Insured Person's death or disablement within 12 months of injury as stated in Table of Benefits, We shall pay to You or to Insured Person's legal representative the sum or sums hereinafter set forth in Table of Benefits.	<ol> <li>Compensation under more than one of the benefits mentioned in the Table of Benefits in respect of the same period of disablement.</li> <li>Any other payment after a claim under any of the benefits under Items 1,2,3 or 4 in the Table of Benefits has been admitted and becomes payable.</li> <li>Any payment in case of more than one claim under this Section during any one Policy Period by which Our liability in that period would exceed the sum payable under Benefit 1 of this Section.</li> <li>Payment of compensation in respect of death or injury as a direct consequence of a.) Committing or attempting suicide or intentional self injury</li> </ol>	
	b.) Being under influence of intoxicating liquor or	

drugs c.) Engaging in aviation other than travelling as a bonafide passenger in any duly licensed standard type of aircraft anywhere in the world.
<ul><li>d.) Pregnancy or childbirth.</li><li>e.) Veneral disease or insanity.</li></ul>
f.) Contracting any illness directly or indirectly arising from or attributable to HIV and/or any HIV related illness including AIDS and/or any mutant derivative or variation of HIV or AIDS.
g.) Committing any breach of law with criminal intent.

TABLE OF BENEFITS			% OF CAPITAL SUM INSURED
1.	1. Deat	h	100
2.	a.) Los	s of sight (both eyes)	100
	b.) Lo	iss of two limbs	100
	c.) Lo	ss of one limb and one eye	100
3.	a.) Loss of an arm		
	i)	At the shoulder joint	70
	ii)	At a point above elbow joint	65
	iii)	At a point below elbow joint	60
	iv)	At the wrist	55
	b.) Lo	iss of a leg	
	i)	Above the centre of the femur	70
	ii)	Upto a point below the femur	65
	iii)	Upto a point below the knee	60
	iv)	Upto the centre of tibia	55
	v)	At the ankle	50
	c.) Lo	ss of sight of one eye	50
4.	Permar	nent total and absolute disablement	100
5.	a.) i)	Loss of toes-all	20
	ii.)	Great-both phalanges	5
	iii.	) Great-one phalanx	2
	iv.	) Other than great, if more than one toe lost-each	1
	b.) l.)	Loss of hearing – both ears	50
	ii.)	Loss of hearing – one ear	15
	c.) Lo	ss of speech	50
	d.) Lo	ss of four fingers and thumb of one hand	40
	e.) Lo	ss of four fingers	35

i.)     Both phalanges     25       ii.)     One phalanx     10       g.)     Loss of index finger     10       i.)     Three phalanges     10       ii.)     Two phalanges     8       iii.)     One phalanx     4       h.)     Loss of middle finger     6       i.)     Three phalanges     6       ii.)     Two phalanges     6       ii.)     Two phalanges     5       ii.)     One phalanx     2       i.)     Loss of ring finger     5       ii.)     Two phalanges     5       ii.)     Two phalanges     4       iii.)     One phalanx     2       j.)     Loss of little finger     4       ii.)     Two phalanges     4       iii.)     Two phalanges     4       ii.)     Two phalanges     4       ii.)     Two phalanges     4       ii.)     Two phalanges     3       iii.)     Two phalanges     3       ii.)     Trist or second (additional) </th <th></th> <th>f.)</th> <th>Loss of thumb</th> <th></th>		f.)	Loss of thumb	
ii.)     One phalanx     10       g.)     Loss of index finger     10       ii.)     Three phalanges     8       iii.)     One phalanx     4       h.)     Loss of middle finger     6       i.)     Three phalanges     6       iii.)     One phalanx     2       i.)     Three phalanges     6       iii.)     One phalanx     2       i.)     Loss of ring finger     2       i.)     Intree phalanges     5       iii.)     One phalanx     2       j.)     Loss of little finger     2       i.)     One phalanx     2       j.)     Loss of little finger     2       i.)     Three phalanges     4       iii.)     One phalanx     2       k.)     Loss of metacarpals     3       ii.)     Third, fourth or fifth (additional)     3       ii.)     Third, fourth or fifth (additional)     2       l.)     Loss of one     5       ii.)     Some other toe     3       ii.)     Some other toe     3       ii.)     Fracture of any bone above ankle in either leg with established and permanent non union     10       ii.)     Fracture of one or more bones above wrist with establishe		,	i.) Both phalanges	25
i.)       Three phalanges       10         ii.)       Two phalanges       8         iii.)       One phalanx       4         h.)       Loss of middle finger       6         i.)       Three phalanges       6         iii.)       Two phalanges       4         iii.)       One phalanx       2         i.)       Dree phalanges       4         iii.)       One phalanx       2         i.)       Three phalanges       5         iii.)       Three phalanges       4         iii.)       One phalanx       2         j.)       Loss of little finger       3         iii.)       Three phalanges       4         iii.)       One phalanx       2         k.)       Loss of metacapals       3         iii.)       Third, fourth or fifth (additional)       3         ii.)       Some other toe       3         ii.) <td></td> <td></td> <td></td> <td>10</td>				10
i.)       Three phalanges       10         ii.)       Two phalanges       8         iii.)       One phalanx       4         h.)       Loss of middle finger       6         i.)       Three phalanges       6         iii.)       Two phalanges       4         iii.)       One phalanx       2         i.)       Dree phalanges       4         iii.)       One phalanx       2         i.)       Three phalanges       5         iii.)       Three phalanges       4         iii.)       One phalanx       2         j.)       Loss of little finger       3         iii.)       Three phalanges       4         iii.)       One phalanx       2         k.)       Loss of metacapals       3         iii.)       Third, fourth or fifth (additional)       3         ii.)       Some other toe       3         ii.) <td></td> <td>g.)</td> <td>Loss of index finger</td> <td></td>		g.)	Loss of index finger	
iii)     One phalanx     4       h.)     Loss of middle finger     6       i.)     Three phalanges     6       iii.)     Two phalanges     4       iii.)     One phalanx     2       i.)     Loss of ring finger     1       i.)     Three phalanges     5       ii.)     Two phalanges     4       iii.)     Two phalanges     4       iii.)     One phalanx     2       j.)     Loss of little finger     4       ii.)     Three phalanges     4       iii.)     One phalanx     2       j.)     Loss of little finger     4       ii.)     Three phalanges     4       iii.)     Three phalanges     3       iii.)     Three phalanges     3       iii.)     One phalanx     2       k.)     Loss of metacarpals     3       ii.)     First or second (additional)     3       ii.)     Third, fourth or fifth (additional)     2       i.)     Big toe     5       ii.)     Some other toe     3       m.)     Sense of smell     10       n.)     Sense of atste     5       o.)     i.)     Fracture of one or more bones above wrist with es		• /	-	10
h.) Loss of middle finger       6         i.) Three phalanges       6         ii.) Two phalanges       4         iii.) One phalanx       2         i.) Loss of ring finger       5         ii.) Three phalanges       4         iii.) One phalanx       2         j.) Loss of little finger       4         ii.) One phalanx       2         j.) Loss of little finger       4         ii.) Two phalanges       4         iii.) One phalanx       2         k.) Loss of metacarpals       3         ii.) Third, fourth or fifth (additional)       3         ii.) Third, fourth or fifth (additional)       2         l.) Loss of toe       5         ii.) Some other toe       3         m.) Sense of smell       10         n.) Sense of smell       10         n.) Sense of aste       5         o. i.) Fracture of one or more bones above wrist with established and permanent non union       10         p.) Shortening of the leg by 5 cm or more       7.5         q.) Loss of at least 50% of all sound and natural teeth, including capped or eroded teeth       2         reeth       7.5       4.3       5         r.) Any other permanent partial disablement       % as assess				8
i.)       Three phalanges       6         ii.)       Two phalanges       4         iii.)       One phalanx       2         i.)       Loss of ring finger       5         ii.)       Two phalanges       4         iii.)       One phalanx       2         j.)       Loss of little finger       4         ii.)       Two phalanges       4         iii.)       One phalanx       2         j.)       Loss of little finger       3         ii.)       Three phalanges       4         iii.)       One phalanx       2         k.       Loss of little finger       3         ii.)       Three phalanges       3         iii.)       One phalanx       2         k.       Loss of metacarpals       3         i.)       First or second (additional)       3         ii.)       Third, fourth or fifth (additional)       2         l.)       Loss of toe       5         ii.)       Some other toe       3         m.)       Sense of taste       5         o.       I.       Fracture of any bone above ankle in either leg with established and       10         permanent n				4
ii)       Two phalanges       4         iii.)       One phalanx       2         i.)       Loss of ring finger       5         ii.)       Two phalanges       4         iii.)       One phalanx       2         j.)       Loss of little finger       4         ii.)       Three phalanges       4         iii.)       One phalanx       2         j.)       Loss of little finger       4         ii.)       Two phalanges       3         iii.)       Two phalanges       3         iii.)       Two phalanges       3         iii.)       One phalanx       2         k.)       Loss of metacarpals       3         ii.)       First or second (additional)       3         ii.)       Third, fourth or fifth (additional)       2         l.)       Loss of toe       3         iii.)       Some other toe       3         m.)       Sense of taste       5         o.)       i.)       Fracture of any bone above ankle in either leg with established and permanent non union       10         p.)       Shortening of the leg by 5 cm or more       7.5         q.)       Loss of all least 50% of all sound		h.)	Loss of middle finger	
iii)     One phalanx     2       i.)     Loss of ring finger     5       ii.)     Three phalanges     4       iii.)     One phalanx     2       j.)     Loss of little finger     4       ii.)     Three phalanges     4       iii.)     One phalanx     2       j.)     Loss of little finger     4       ii.)     Three phalanges     3       iii.)     Three phalanges     3       iii.)     One phalanx     2       k.)     Loss of metacarpals     3       ii.)     First or second (additional)     3       ii.)     Third, fourth or fifth (additional)     2       l.)     Loss of toe     5       ii.)     Some other toe     3       m.)     Sense of smell     10       n.)     Sense of taste     5       o.)     i.)     Fracture of one or more bones above wrist with established and permanent non union     10       permanent non union     2     2       p.)     Shortening of the leg by 5 cm or more     7.5       q.)     Loss of all losund and natural teeth, including capped or eroded teeth     2       reeth     7.5     4     3       r.)     Any other permanent partial disablement			i.) Three phalanges	6
i.)       Loss of ring finger         i.)       Three phalanges         ii.)       Two phalanges         ii.)       One phalanx         j.)       Loss of little finger         i.)       Three phalanges         ii.)       Two phalanges         ii.)       First or second (additional)         ii.)       First or second (additional)         ii.)       Third, fourth or fifth (additional)         ii.)       Some other toe         ii.)       Some other toe         m.)       Sense of smell         n.)       Sense of state         o.)       i.)         permanent non union         ii.)       Fracture of one or more bones above wrist with established and permanent non union         p			ii.) Two phalanges	4
i.)       Three phalanges       5         ii.)       Two phalanges       4         iii.)       One phalanx       2         j.)       Loss of little finger       4         ii.)       Three phalanges       4         ii.)       Two phalanges       3         iii.)       One phalanx       2         k.)       Loss of metacarpals       3         ii.)       First or second (additional)       3         ii.)       Third, fourth or fifth (additional)       2         l.)       Loss of toe       5         ii.)       Some other toe       3         m.)       Sense of smell       10         n.)       Sense of taste       5         o.)       i.)       Fracture of any bone above ankle in either leg with established and permanent non union       10         p.)       Shortening of the leg by 5 cm or more       7.5         q.)       Loss of all least 50% of all sound and natural teeth, including capped or eroded teeth       2         reth       */* as assessed by Doctor       6.         f.       Temporary total disablement       1% of C.S.I or Rs. 5000/-(Rupees five thousand) per week whichever is			iii.) One phalanx	2
ii.)       Two phalanges       4         iii.)       One phalanx       2         j.)       Loss of little finger       4         ii.)       Three phalanges       3         iii.)       Two phalanges       3         iii.)       One phalanx       2         k.)       Loss of metacarpals       3         ii.)       First or second (additional)       3         ii.)       Third, fourth or fifth (additional)       2         l.)       Loss of toe       5         ii.)       Big toe       5         ii.)       Some other toe       3         m.)       Sense of smell       10         n.)       Sense of atste       5         o.)       i.)       Fracture of any bone above ankle in either leg with established and permanent non union       10         permanent non union       ii.)       Fracture of one or more bones above wrist with established and permanent non union       5         p.       Shortening of the leg by 5 cm or more       7.5         q.)       Loss of at least 50% of all sound and natural teeth, including capped or eroded teeth       2         r.)       Any other permanent partial disablement       % as assesed by Doctor         6.       T		i.)	Loss of ring finger	
iii.)       One phalanx       2         j.)       Loss of little finger       4         i.)       Three phalanges       3         iii.)       Two phalanges       3         iii.)       One phalanx       2         k.)       Loss of metacarpals       3         i.)       First or second (additional)       3         ii.)       Third, fourth or fifth (additional)       2         l.)       Loss of toe       5         ii.)       Some other toe       3         m.)       Sense of smell       10         n.)       Sense of faste       5         o.)       i.)       Fracture of any bone above ankle in either leg with established and permanent non union       10         ii.)       Fracture of one or more bones above wrist with established and permanent non union       5         o.)       i.)       Fracture of one or more       7.5         q.)       Loss of at least 50% of all sound and natural teeth, including capped or eroded teeth       2         r.)       Any other permanent partial disablement       % as assessed by Doctor         6.       Temporary total disablement       1% of C.S.I or Rs. 5000/-(Rupees five thousand) per week whichever is			i.) Three phalanges	5
j.)       Loss of little finger         i.)       Three phalanges         ii.)       Two phalanges         iii.)       One phalanx         2       X.)         k.)       Loss of metacarpals         i.)       First or second (additional)         ii.)       Third, fourth or fifth (additional)         ii.)       Third, fourth or fifth (additional)         ii.)       Third, fourth or fifth (additional)         ii.)       Loss of toe         ii.)       Some other toe         3       3         m.)       Sense of smell         n.)       Sense of smell         n.)       Fracture of any bone above ankle in either leg with established and permanent non union         ii.)       Fracture of one or more bones above wrist with established and permanent non union         p.)       Shortening of the leg by 5 cm or more         r.)       Any other permanent partial disablement         r.)       Any other permanent partial disablement         % as assessed by Doctor         6.       Temporary total disablement			ii.) Two phalanges	4
i.)       Three phalanges       4         ii.)       Two phalanges       3         iii.)       One phalanx       2         k.)       Loss of metacarpals       3         i.)       First or second (additional)       3         ii.)       Third, fourth or fifth (additional)       2         l.)       Loss of toe       3         ii.)       Big toe       5         ii.)       Some other toe       3         m.)       Sense of smell       10         n.)       Sense of taste       5         o.)       i.)       Fracture of any bone above ankle in either leg with established and permanent non union       10         permanent non union       ii.)       Fracture of one or more bones above wrist with established and permanent non union       5         p.)       Shortening of the leg by 5 cm or more       7.5         q.)       Loss of at least 50% of all sound and natural teeth, including capped or eroded teeth       2         r.)       Any other permanent partial disablement       % as assessed by Doctor         6.       Temporary total disablement       1% of C.S.I or Rs. 5000/-(Rupees five thousand) per week whichever is			iii.) One phalanx	2
ii.)       Two phalanges       3         iii.)       One phalanx       2         k.)       Loss of metacarpals       3         i.)       First or second (additional)       3         ii.)       Third, fourth or fifth (additional)       2         l.)       Loss of toe       3         ii.)       Big toe       5         ii.)       Some other toe       3         m.)       Sense of smell       10         n.)       Sense of taste       5         o.)       i.)       Fracture of any bone above ankle in either leg with established and permanent non union       10         permanent non union       5       5       2         p.)       Shortening of the leg by 5 cm or more       7.5         q.)       Loss of at least 50% of all sound and natural teeth, including capped or eroded teeth       2         r.)       Any other permanent partial disablement       % as assessed by Doctor         6.       Temporary total disablement       1% of C.S.I or Rs. 5000/-(Rupees five thousand) per week whichever is		j.)	Loss of little finger	
iii.)       One phalanx       2         k.)       Loss of metacarpals       3         i.)       First or second (additional)       3         ii.)       Third, fourth or fifth (additional)       2         l.)       Loss of toe       5         ii.)       Big toe       5         ii.)       Some other toe       3         m.)       Sense of smell       10         n.)       Sense of taste       5         o.)       i.)       Fracture of any bone above ankle in either leg with established and permanent non union       10         p.)       Fracture of one or more bones above wrist with established and permanent non union       5         p.)       Shortening of the leg by 5 cm or more       7.5         q.)       Loss of at least 50% of all sound and natural teeth, including capped or eroded teeth       2         r.)       Any other permanent partial disablement       % as assessed by Doctor         6.       Temporary total disablement       1% of C.S.I or Rs. 5000/-(Rupees five thousand) per week whichever is			i.) Three phalanges	4
k.) Loss of metacarpals       3         i.) First or second (additional)       3         ii.) Third, fourth or fifth (additional)       2         l.) Loss of toe       5         ii.) Big toe       5         ii.) Some other toe       3         m.) Sense of smell       10         n.) Sense of taste       5         o.) i.) Fracture of any bone above ankle in either leg with established and permanent non union       10         p.) Shortening of the leg by 5 cm or more       7.5         q.) Loss of at least 50% of all sound and natural teeth, including capped or eroded teeth       2         r.) Any other permanent partial disablement       % as assessed by Doctor         6. Temporary total disablement       1% of C.S.I or Rs. 5000/-(Rupees five thousand) per week whichever is			ii.) Two phalanges	3
i.)       First or second (additional)       3         ii.)       Third, fourth or fifth (additional)       2         l.)       Loss of toe       5         i.)       Big toe       5         ii.)       Some other toe       3         m.)       Sense of smell       10         n.)       Sense of state       5         o.)       i.)       Fracture of any bone above ankle in either leg with established and permanent non union       10         permanent non union       ii.)       Fracture of one or more bones above wrist with established and permanent non union       5         p.)       Shortening of the leg by 5 cm or more       7.5         q.)       Loss of at least 50% of all sound and natural teeth, including capped or eroded teeth       2         r.)       Any other permanent partial disablement       % as assessed by Doctor         6.       Temporary total disablement       1% of C.S.I or Rs. 5000/- (Rupees five thousand) per week whichever is			iii.) One phalanx	2
ii.)       Third, fourth or fifth (additional)       2         i.)       Loss of toe       5         ii.)       Big toe       5         ii.)       Some other toe       3         m.)       Sense of smell       10         n.)       Sense of taste       5         o.)       i.)       Fracture of any bone above ankle in either leg with established and permanent non union       10         ii.)       Fracture of one or more bones above wrist with established and permanent non union       5         p.)       Shortening of the leg by 5 cm or more       7.5         q.)       Loss of at least 50% of all sound and natural teeth, including capped or eroded teeth       2         r.)       Any other permanent partial disablement       % as assessed by Doctor         6.       Temporary total disablement       1% of C.S.I or Rs. 5000/- (Rupees five thousand) per week whichever is		k.)	Loss of metacarpals	
I.)       Loss of toe       5         ii.)       Big toe       5         ii.)       Some other toe       3         m.)       Sense of smell       10         n.)       Sense of taste       5         o.)       i.)       Fracture of any bone above ankle in either leg with established and permanent non union       10         ii.)       Fracture of one or more bones above wrist with established and permanent non union       5         p.)       Shortening of the leg by 5 cm or more       7.5         q.)       Loss of at least 50% of all sound and natural teeth, including capped or eroded teeth       2         r.)       Any other permanent partial disablement       % as assessed by Doctor         6.       Temporary total disablement       1% of C.S.I or Rs. 5000/- (Rupees five thousand) per week whichever is			i.) First or second (additional)	3
i.)       Big toe       5         ii.)       Some other toe       3         m.)       Sense of smell       10         n.)       Sense of taste       5         o.)       i.)       Fracture of any bone above ankle in either leg with established and permanent non union       10         ii.)       Fracture of one or more bones above wrist with established and permanent non union       5         p.)       Shortening of the leg by 5 cm or more       7.5         q.)       Loss of at least 50% of all sound and natural teeth, including capped or eroded teeth       2         r.)       Any other permanent partial disablement       % as assessed by Doctor         6.       Temporary total disablement       1% of C.S.I or Rs. 5000/- (Rupees five thousand) per week whichever is			ii.) Third, fourth or fifth (additional)	2
ii.)       Some other toe       3         m.)       Sense of smell       10         n.)       Sense of taste       5         o.)       i.)       Fracture of any bone above ankle in either leg with established and permanent non union       10         ii.)       Fracture of one or more bones above wrist with established and permanent non union       5         p.)       Shortening of the leg by 5 cm or more       7.5         q.)       Loss of at least 50% of all sound and natural teeth, including capped or eroded teeth       2         r.)       Any other permanent partial disablement       % as assessed by Doctor         6.       Temporary total disablement       1% of C.S.I or Rs. 5000/-(Rupees five thousand) per week whichever is		l.)	Loss of toe	
m.) Sense of smell       10         n.) Sense of taste       5         o.) i.) Fracture of any bone above ankle in either leg with established and permanent non union       10         ii.) Fracture of one or more bones above wrist with established and permanent non union       10         p.) Shortening of the leg by 5 cm or more       7.5         q.) Loss of at least 50% of all sound and natural teeth, including capped or eroded teeth       2         r.) Any other permanent partial disablement       % as assessed by Doctor         6. Temporary total disablement       1% of C.S.I or Rs. 5000/-(Rupees five thousand) per week whichever is			i.) Big toe	5
n.)       Sense of taste       5         o.)       i.)       Fracture of any bone above ankle in either leg with established and permanent non union       10         ii.)       Fracture of one or more bones above wrist with established and permanent non union       5         p.)       Shortening of the leg by 5 cm or more       7.5         q.)       Loss of at least 50% of all sound and natural teeth, including capped or eroded teeth       2         r.)       Any other permanent partial disablement       % as assessed by Doctor         6.       Temporary total disablement       1% of C.S.I or Rs. 5000/-(Rupees five thousand) per week whichever is			ii.) Some other toe	3
o.) i.)       Fracture of any bone above ankle in either leg with established and permanent non union       10         ii.)       Fracture of one or more bones above wrist with established and permanent non union       5         p.)       Shortening of the leg by 5 cm or more       7.5         q.)       Loss of at least 50% of all sound and natural teeth, including capped or eroded teeth       2         r.)       Any other permanent partial disablement       % as assessed by Doctor         6.       Temporary total disablement       1% of C.S.I or Rs. 5000/- (Rupees five thousand) per week whichever is		m.)	Sense of smell	10
permanent non union       ii.)       Fracture of one or more bones above wrist with established and permanent non union       5         p.)       Shortening of the leg by 5 cm or more       7.5         q.)       Loss of at least 50% of all sound and natural teeth, including capped or eroded teeth       2         r.)       Any other permanent partial disablement       % as assessed by Doctor         6.       Temporary total disablement       1% of C.S.I or Rs. 5000/- (Rupees five thousand) per week whichever is		n.)	Sense of taste	5
ii.)       Fracture of one or more bones above wrist with established and permanent non union       5         p.)       Shortening of the leg by 5 cm or more       7.5         q.)       Loss of at least 50% of all sound and natural teeth, including capped or eroded teeth       2         r.)       Any other permanent partial disablement       % as assessed by Doctor         6.       Temporary total disablement       1% of C.S.I or Rs. 5000/- (Rupees five thousand) per week whichever is		0.)	i.) Fracture of any bone above ankle in either leg with established and	10
permanent non_union           p.) Shortening of the leg by 5 cm or more         7.5           q.) Loss of at least 50% of all sound and natural teeth, including capped or eroded teeth         2           r.) Any other permanent partial disablement         % as assessed by Doctor           6. Temporary total disablement         1% of C.S.I or Rs. 5000/- (Rupees five thousand) per week whichever is			permanent non union	
p.)       Shortening of the leg by 5 cm or more       7.5         q.)       Loss of at least 50% of all sound and natural teeth, including capped or eroded teeth       2         r.)       Any other permanent partial disablement       % as assessed by Doctor         6.       Temporary total disablement       1% of C.S.I or Rs. 5000/- (Rupees five thousand) per week whichever is			ii.) Fracture of one or more bones above wrist with established and	5
q.) Loss of at least 50% of all sound and natural teeth, including capped or eroded teeth       2         r.) Any other permanent partial disablement       % as assessed by Doctor         6. Temporary total disablement       1% of C.S.I or Rs. 5000/- (Rupees five thousand) per week whichever is			permanent non union	
teeth     % as assessed by Doctor       r.) Any other permanent partial disablement     % as assessed by Doctor       6. Temporary total disablement     1% of C.S.I or Rs. 5000/- (Rupees five thousand) per week whichever is		p.)	Shortening of the leg by 5 cm or more	7.5
r.) Any other permanent partial disablement       % as assessed by Doctor         6. Temporary total disablement       1% of C.S.I or Rs. 5000/-         (Rupees five thousand)       per week whichever is		q.)	Loss of at least 50% of all sound and natural teeth, including capped or eroded	2
6. Temporary total disablement 1% of C.S.I or Rs. 5000/- (Rupees five thousand) per week whichever is			teeth	
(Rupees five thousand) per week whichever is		r.)	Any other permanent partial disablement	% as assessed by Doctor
per week whichever is	6.	Ten	porary total disablement	1% of C.S.I or Rs. 5000/-
				(Rupees five thousand)
				per week whichever is
				lower.

# ADDITIONAL BENEFITS

	COVER	BENEFIT
1.	In the event of death of Insured Person outside his/her Home, transportation cost for carriage of dead body to Home including funeral charges is payable.	2% of Capital Sum Insured or Rs.2,500/- (Rupees two thousand and five hundred) whichever is lower in addition to C.S.I.
2.	Cost of clothing of Insured Person Damaged in the Accident for which liability is admitted by Us.	Rs. 1000/- (Rupees one thousand) of actual expenses whichever is lower in addition to C.S.I.
3.	Ambulance charges for transportation of Insured Person to hospital following Accident for which liability is admitted by Us.	Rs. 1000/- (Rupees one thousand) c actual expenses whichever is lower in addition to C.S.I.
4.	Education Fund In the event of death or permanent total disablement (i.e. Items 1 to 4 of Table of Benefits) of Insured Person following Accident for which liability is admitted by Us, We will pay compensation towards Education Fund for dependent children as below a) For one child upto the age of 23 yrs.	
	b) For more than one children upto the age of 23 yrs.	-10% (ten percent) of C.S.I subject to a maximum of Rs. 5000/- (Rupee: five thousand), in addition to C.S.I. -10% (ten percent) of C.S.I subject to a maximum of Rs. 10000/-(Rupee: ten thousand), in addition C.S.I.
5.	Loss of Employment In the event of loss of limbs or permanent total disablement (i.e. Items 2 to 4 of Table of Benefits) of Insured Person following Accident for which liability is admitted by Us, We will pay compensation for loss of his/her employment.	- 10% (ten percent) of C.S.I. subject to a maximum of Rs.15,000/-(Rupeet fifteen thousand), in addition to C.S.I.
6.	If the Insured Person is entitled to compensation for a permanent total disablement benefit under this Section (in Items 2 to 4 of Table of Benefits), then We will pay upto 10% of the C.S.I. or Rs.50,000/- (Rupees fifty thousand whichever is lower, in addition to C.S.I. for the following:	

- a. The costs incurred by Insured Person to undergo a rehabilitation programme to adjust to Injuries sustained
- b. Any costs incurred for the modification of his house or car that is required as a result of the Injuries sustained

Provided that the Insured Person obtains Our consent before undertaking any rehabilitation programme or carrying out any modification in his house or car.

# Note: C.S.I means Capital Sum Insured

# SECTION 9 BUSINESS INTERRUPTION AND INCREASED COST OF WORKING

#### DEFINITIONS

#### 1 Gross Income

It means the Money paid or payable to You for work done or services rendered in course of business or profession at office. The literal meaning of Gross Income will be altered in such a way so as to include the terms gross revenue, commission, gross fees, royalties or similar term to apply to the nature of income of Your business or profession

#### 2 Indemnity Period

It means the period beginning with the occurrence of the Damage and ending not later then 12 months thereafter during which the results of Your business or profession shall be affected in consequence of the Damage.

### 3 Annual Gross Income

It means the Gross Income earned during the 12 months immediately before the date of Damage.

### 4 Standard Gross Income

It means the Gross Income earned during that period in the 12 months immediately before the date of Damage which corresponds with the Indemnity Period. To which adjustments shall be made to provide for trends of Your business / profession and for variation in or other circumstances affecting the business or profession so that the adjusted figure shall represent as far as practicable the results which would have been obtained during the Indemnity Period had the Damage not occurred.

WHAT IS COVERED	WHAT IS NOT COVERED
If the business or profession carried on by You in the	We will not be liable for:
insured premises is interfered with or interrupted during	1 a) If Your business or profession be wound up or
the Policy Period by Damage occurring at the premises for which liability has been admitted by Us under Section 1 (Fire and Allied Perils), then We will pay You the amount of loss in respect of items listed below in	carried on by a liquidator or receiver or permanently discontinued. b) If Your interest ceases other than by death
accordance with the provisions described below:	
a) On Gross Income including Increased Cost of	
Working.	
b) On Accountant's and other charges.	

# SPECIAL PROVISIONS

#### 1. LIMIT OF LIABILITY

Our liability shall in no case exceed in respect of each item the Sum Insured stated in the Schedule or in the whole the total Sum Insured hereby or such other sum (s) as may hereafter be substituted thereof by endorsement only signed by or on Our behalf.

# 2. BASIS OF CLAIM SETTLEMENT

- a) The amount payable under Item (a) is limited to :
  - LOSS OF GROSS INCOME
     In respect of loss of Gross Income, the amount by which the Gross Income during the Indemnity Period shall in consequence of the Damage fall short of the Standard Gross Income.
  - ii.) INCREASED COST OF WORKING

In respect of Increased Cost of Working, those expenses reasonably and necessarily incurred with the sole purpose to minimise or avoid a reduction in Gross Income 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 Income thereby avoided.

# b) Accountant, Legal, Clerical and other Charges

The amount payable under Item (b) is limited to:

i) ACCOUNTANT'S CHARGES

The fees payable by You to Your auditor or professional accountant reasonably and necessarily incurred for producing and certifying such particulars, details and documents required by Us in connection with a claim under this Section for the purpose of investigation or verification of such claim. The certificate to this effect given by Your accountants/auditors shall be prima facie evidence of the particulars and details to which such certificate relates.

ii) LEGAL, CLERICAL AND OTHER CHARGES.

The charges necessarily incurred by You for the replacement or restoration of deeds and other documents (including stamps thereon), manuscripts, plans, specification and writings of every description and books (written and printed), books of account, card indexes and other business records.

- 3 We will take into account following factors in calculating the claim amount.
  - a) If any charges or expenses of business or profession are reduced during the Indemnity Period because of interference or interruption, then amount payable will be reduced according.
  - b) If during the Indemnity Period, work is carried out or services rendered elsewhere than at the insured premises for the benefit of business or profession by You or by others on Your behalf, the money paid or payable in respect of such works shall be brought into account in arising at reduction in Gross Income.

# **SPECIAL CONDITION**

#### AVERAGE CLAUSE

If the Sum Insured is less than the Annual Gross Income of Your business or profession carried out from the insured premises, the amount payable shall be reduced in that proportion.

# SECTION 10 BAGGAGE

WHAT IS COVERED			
WHAT IS COVERED         If Baggage is Damaged whilst being carried by the         Insured Person on a Journey due to accident or         misfortune, We will indemnity You in respect of such         Damage upto their Market Value at the time of happening         of the Damage.         NOTE         The Insured Person for this Section shall mean You,         Your partner, director or employee aged between 18         and 70 yrs permanenetly working with You at the         insured premises as stated in the Schedule.	<ul> <li>WHAT IS NOT COVERED</li> <li>We will not be liable for</li> <li>An Excess of Rs. 500/-(Rupees five hundred) for each and every Damage.</li> <li>Theft not reported to Police within 24 hours of discovering and a written Report obtained.</li> <li>Damage due to cracking, scratching or breakage of lens or glass, whether part of any equipment or otherwise, Damage to china marble, gramophone records and other articles of brittle or fragile nature unless such Damage arises from an accident to the vessel, train or aircraft by which such property is conveyed.</li> <li>Damage to any electrical machine or apparatus (including wireless sets, rates, television sets and tape recorders) caused by electrical or mechanical breakdown.</li> <li>Theft from any unattended vehicle except from car of</li> </ul>		
	<ol> <li>Theft from any unattended vehicle except from car of fully enclosed saloon type having all the doors, windows and other openings securely locked and properly fastened.</li> </ol>		
	<ol> <li>Damage while being conveyed by any carrier under contract of affreightment.</li> </ol>		
	<ol> <li>Damage caused by or arising from leakage, spilling or exploding of liquid oils or materials of like nature or articles of a dangerous or damaging nature.</li> </ol>		
	<ol> <li>Any item insured under a separate Policy or under any Section of this Policy.</li> </ol>		

### SPECIAL PROVISIONS

### 1. BASIS OF CLAIM SETTLEMENT

A claim in respect of items acquired during the Journey shall be settled only after having been satisfied that the items were purchased with due proof of purchase bills, vouchers and also with necessary bills and documents that repair or replacement has been carried out.

### 2. LIMIT OF LIABILITY

Our limit of liability for any one claim will be the Sum Insured figure for this Section of the Policy which represents the maximum limit of loss for any one Insured Person and any one event as well as the limit of all losses during the Policy Period for all Insured Persons.

# SECTION 11 LIABILITY INSURANCE

#### DEFINITIONS

#### 1. Accidental Injury

It means the bodily injury, illness or diseases including death of or to any person as a result of Accident.

### 2. Accidental Damage

It means actual and/or physical loss of or damage to tangible property of any person as a result of Accident.

### 3. Property

It I means material property.

### 4. Event

It means one occurrence or number of occurrences arising directly or indirectly from one source or original source.

### 5. Accident

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

#### 6. Pollution

It means pollution or contamination of the atmosphere or of any water land or other tangible property.

#### 7. Limit of Indemnity

It means the total monetary amount of Our liability for one event/accident and all events/accidents during the Policy Period. Our total liability to pay compensation, claimant's cost, fees and expenses, defence costs shall not exceed Limit of Liability (Sum Insured) opted by You under this Section.

# 8. Retroactive Date

It means the date when the risk is originally incepted under a claim made Policy and thereafter renewed without break in the period of cover.

# 9. Defence Cost

It means all costs, fees and expenses incurred with Our prior consent in the investigation, defence or settlement of any claim made against You or any Insured Person and the cost of representation at any inquest, enquiry or any other proceedings in respect of matters which have a direct reference to any claim made or which might be made against You or any Insured Person provided such claim(s) are subject to indemnity by the Policy whether liability attaches or not.

### DEFINITIONS

# 1. Insured Person

It means You, Your partners, directors and employees permanently working with You at the insured premises described in the Schedule.

# 2. Business

It means the business specified in the Schedule and includes:

- a) The ownership, maintenance and repair of the insured premises.
- b) Provision and management of canteen, social sports or welfare organisations for benefit of employee(s) and Your ambulance, first aid and fire service operating from the insured premises
- c) The execution of private duties by Your employees for You or any of Your directors, partners or senior officials of Your organisation.

WHAT IS COVERED	WHAT IS NOT COVERED
<ul> <li>We will indemnify You against all sums which the Insured Person shall become legally liable to pay as compensation for</li> <li>1. Accidental injury to any person other than any Insured Person or his/her Family member.</li> <li>2. Accidental Damage to property belonging to any person other than any Insured Person or his/her Family member.</li> <li>Provided that the accident has taken place in connection with Your Business during the Period of Insurance for which the Insured Person is held responsible and the claim is lodged on the Insured Person during the Policy Period.</li> <li>We will pay in respect of Your liability towards: <ul> <li>a) Compensation payable of to third parties</li> <li>b) Third party legal costs awarded by the Court.</li> <li>c) Your Defence Costs.</li> </ul> </li> </ul>	<ul> <li>We will not be liable for:</li> <li>0.25% (quarter per cent) of limit of liability subject to a minimum of Rs.1,000/- (Rupees one thousand) for any one accident.</li> <li>Injury or Damage to property caused by products (except while remaining in Your custody or control) other than food or beverages sold or supplied by You or on Your behalf to employees or visitors (excluding hotel/restaurant clients) for consumption on Your premises.</li> <li>Accidents directly or indirectly caused by traceable to or arising out of the ownership possession or the custody by You or on Your behalf of animals, vehicles, aircraft, ships, boats or craft of any kind.</li> <li>a) Any compensation for death of or bodily injury to Insured Person or Your contractor's employee or Damage to property belonging to or in the custody, care, control of Insured Person or Your contractor's employees.</li> <li>b) Damage to property owned, leased and hired or under hire-purchase or on loan to You or otherwise in Your control, care, custody other than the premises (or contents thereof) temporarily occupied by You for work therein (but no indemnity is granted for Damage to</li> </ul>

that part of the property on which You are working and which arises out of such work.)
5 Accidents arising out of transportation of materials outside Your premises.
6 Accidents arising out of alteration, addition, repairs or decoration to the premises specified in the Schedule.
7 Any claim arising out of infringement of plans, copyright, patents, trade marks and registered design.
<ul> <li>8 Any claim arising from or in connection with:</li> <li>a) The giving of advice by or on Your behalf.</li> <li>b) The designs, plans, formula or specification of products or work for a fee.</li> </ul>

# ADDITIONAL BENEFITS

The Public Liability Section of the Policy also covers upto 20% (twenty percent) of the limits of liability within overall liability (i.e. Sum Insured under the Section) arising out of any accusation of shoplifting, theft, dishonesty or improper conduct by any visitor in Your insured premises resulting in their wrongful detention, false or malicious prosecution or false imprisonment.

# EXTENSION

#### LEGAL LIABILITY IN RESPECT OF DOCUMENTS

WHAT IS COVERED	WHAT IS NOT COVERED
We will pay upto 25% (twenty five percent) of Sum	We will not be liable for
Insured on Contents under Section 1 (Fire and Allied	Any liability which You have assumed under any contract,
Perils) or a maximum of Rs.100,000/- (Rupees one lakh)	undertaking or agreement where such liability would not
for compensation and legal costs which You shall	have attached to You in the absence of such contract,
become legally liable to pay to third parties as a direct	undertaking or agreement.
consequence of Damage to Documents as defined under	
General Definitions lying in Your custody and for which	
you are responsible, which have been covered under	
Section 1 (Fire and Allied Perils) or Section 2(Burglary	
and other perils) or Extension No. 3 thereof (Documents	
and Cards) and in respect of which payment,	
reinstatement or repair has been made or liability	
admitted by Us, except for Our not paying on account of	
the claim falling within the limits of Excess.	

#### PART B WORKMEN COMPENSATION

WHAT IS COVERED	WHAT IS NOT COVERED
If You are liable at law for:	We will not be liable for
<ul> <li>Accidental injury to any employee mentioned in the Schedule relating to this Sub-Section happening during the Policy Period arising out of and in the course of employment with You in respect of Your business mentioned in the Schedule under the Fatal Accident Act 1855,Workmen's Compensation Act 1923 or any amendment thereto or under Common Law.</li> <li>We will pay for -</li> <li>Damages or compensation legally payable by You to the employees for their accidental injury or death.</li> <li>Their legal costs to the extent awarded by the Court.</li> </ul>	<ol> <li>Any interest and/or penalty imposed on You on account of failure to comply with requirements laid down under Workmen's Compensation Act 1923 and subsequent amendments of the said Act.</li> <li>Liability in respect of any employee who is not a Workman within the meaning of the Workmen's Compensation Act.</li> <li>Any liability assumed by You through a contract or agreement unless such liability would have attached notwithstanding such agreement.</li> </ol>
<ol> <li>Their legal costs to the extent awarded by the Court.</li> <li>Your Defence Costs</li> </ol>	

# PART C - TENANT'S LEGAL LIABILITY

WHAT IS COVERED	WHAT IS NOT COVERED
If You are legally liable as tenant of Your premises (but	We will not be liable for Your liabilities in respect of
not as the owner) under the terms of Your Tenancy	
Agreement to pay Your landlord on account of the	1. Damages which are not covered under Section
happening of the under-mentioned Damages to Your	1(Fire and Allied Perils) and Section 2 (Burglary,
premises, We will pay for:	Housebreaking and Other Perils)
	2. Damages caused to that part of the building which is
Damage arising from any of the insured perils covered	not under Your possession.
under Section1 (Fire and Allied Perils) and Section 2	
(Burglary, Housebreaking and Other Perils) of this Policy	
in respect of:	
1. Building	
2. Electrical Installations	
3. Over ground/ Underground tanks	
4. Glass/ Sanitary fittings	
5. Other fixtures, fittings and interior decorations.	

### GENERAL EXCEPTIONS (Applicable to Part A, B and C)

We will not be liable for

- 1. Any fine, penalty or liquidated damages.
- 2. Any liability assumed by You under an Agreement unless such liability would have attached to You notwithstanding such Agreement.
- 3. Damage to property or any consequential loss as a result of such damage to property.
  - a) owned by or hired by You or any Insured Person
  - b) held in trust by You or any Insured Person, other than visitor's personal effects.
- 4. Any sum awarded by way of punitive or exemplary damages.
- 5. Liability arising out of loss of financial nature such as loss of goodwill, loss of market etc.
- 6. Liability arising out of all personal injuries such as libel, slander and defamation.
- 7. Any damage and/or injury originating before the Retroactive Date mentioned in the Schedule.

# **SPECIAL PROVISIONS**

### 1. LIMIT OF LIABILITY

The maximum amount We will pay for any one claim is the Market Value of the Damaged property subject to the Sum Insured limit for all claims during the Policy Period.

2. No liability will attach under this Sub-Section if the building portion of Your premises is covered by any other Insurance Policy whether effected by You or not, except in respect of any Excess beyond the amount which would be payable under such a Policy in respect of the Damage on Market Value basis had no coverage been taken under this Sub-Section of the Policy.

# SECTION 12 PROFESSIONAL LIABILITY

#### DEFINITIONS

### 1 Insured Person

- a) It means You, or any of Your nurses, technicians or medical staff engaged by You in connection with Your business, if You are a Registered Medical Practitioner providing medical treatment and services.
- b) It means You or any of Your employees engaged by You relating to conduct of Your business if You are an Architect, Engineer, Interior Decorator, Lawyer, Advocate, Solicitor, Counsel, Financial Consultants, Charted Accountant or Management Consultant.

### 2 Business

It means the business of medical treatment and advice, architecture, engineering, interior decoration, legal advice and practice or representing any legal case in court of law, charted accountant's practice, consultancy by management experts etc. which is stated in the Schedule and pursued by You.

WHAT IS COVERED	WHAT IS NOT COVERED
<ul> <li>We will indemnify You against all sums which You shall become legally liable to pay as compensation including claimant's cost, fees and expenses as well as Your Defence Costs for:</li> <li>1 Accidental bodily injury to any person.</li> <li>2 Accidental Damage to property belonging to any person or financial loss to any person; Provided that the accident/incident has taken place in connection with Your Business described in the Schedule and which arises due to error, omission or negligence in professional services rendered by Insured Person during the Period of Insurance for which the Insured Person is held responsible and the</li> </ul>	<ul> <li>We will not be liable for: APPLICABLE TO MEDICAL PRACTITIONERS</li> <li>1 Any criminal act or any act committed in violation of any law or ordinance.</li> <li>2 Services rendered under influence of intoxicants or narcotics.</li> <li>3 The performance by dentist or dental surgeons of general anesthesia or any procedure carried out under general anesthesia unless performed in a medical establishment.</li> <li>4 The use of drugs for weight reduction.</li> <li>5 Claims arising due to the performance of cosmetic, plastic surgery, hair transplant, punch grafts, flap</li> </ul>
claim is lodged on Insured Person during the Policy Period.	<ul> <li>rotation and the like except the following: <ul> <li>a) Anesthetic X-ray, other medical, nursing or laboratory services provided in connection with performance of cosmosis.</li> <li>b) Plastic surgical repairs of scar tissue being the result of previous surgery unrelated to cosmosis performed by You.</li> <li>c) Plastic surgery in connection with burns or other transmatic injury.</li> </ul> </li> <li>6 Claims related to any condition directly or indirectly caused by or associated with Human T-Cell Lymphotropic Viruses type III (HTLV-III) or</li> </ul>

### Other Definitions listed out under Section 11 will also be applicable for this Section.

	Lymphadenopathy Associated Viruses (LAV) or the
	mutant derivatives or variations thereof or in any way
	related to Acquired Immuno Deficiency Syndrome or
7	any syndrome related to AIDS.
7	Genetic injury caused by X-ray treatment/diagnostic
	or treatment/diagnosis with radio active substance.
	ADDUCADUE TO ENGINEERO ADDUTEOTO AUTOLO
	APPLICABLE TO ENGINEERS, ARCHITECTS, INTERIOR
	DECORATORS, LAWYERS, ADVOCATES, SOLICITORS,
	COUNCILS, C.A.S, FINANCIAL AND MANAGEMENT
4	CONSULTANTS
1	Claim made against You in respect of
	a) Infringement of plans, copyrights, patents,
	trademark, trade name and registered design.
	b) Infringement of patents and copyrights or
	arising from granting of licence by You as party
	to the construction project.
2	Loss of any document/data/information, loss
	sustained on account of time spent in investigating
	the cause of damage including costs for re projecting
	in connection with the damage.
3	Accidental injury and/or property damage or financial
	loss and/or consequential loss unless arising out of
	wrongful, faulty or inadequate design or advice.
4	Ownership, maintenance, use, occupation, leasing
	or custody of property mobile and/or immobile by
	You or on Your behalf or brought about by damage
	to or destruction of property owned by, rented or
	leased to You or in Your custody.
5	Any claim arising from or due to earthquake, earth
	tremor, volcanic eruption, flood, storm, tempest,
	typhoon, hurricane, tornado, cyclone or similar other
	convulsion of nature and atmospheric disturbance.
6	Any claim arising from exceeding fair estimates and
	costs for not adhering to deadlines in completing the
	construction of project or part thereof and from
	defective accounts or control of accounts.
7	Inadequate quantities/qualities and arranging or
	handling the supply of materials.
8	Claims due to Insured Person's activities as a joint
	venture or as partner unless such joint venture
	and/or partnership is described in the Schedule and
	Our liability being limited to the extent of
	participation/share in the business so named.
9	Any contract where any Insured Person acts as a

construction contractor whether or not in conjunction
with Your profession/business as stated in the
Schedule.
10 Loss arisisng out of pollution and/or contamination of
whatsoever nature.
11 Claims for losses as a consequence of material or
construction damage.
EXCLUSION TO ALL TYPES OF PROFESSIONAL LIABILITY
CLAIMS
<ol> <li>An Excess of 0.25% of limit of liability any one event subject to a minimum of Rs.2,500/- (Rupees two thousand five hundred) and a maximum of Rs.100,000 (Rupees one lakh)</li> </ol>
2. Any dishonest, fraudulent, criminal or malicious act or omission or any kind committed in violation of law or non-compliance of any statuary provision.
3. The deliberate non compliance with or disregard to technical standard commonly observed in professional practice laid down by law or regulated by professional bodies or managed by Your own administration or technical departments.
<ol> <li>Any claim under Employer's liability or third party public liability.</li> </ol>

# **GENERAL EXCEPTIONS**

The General Exceptions listed out under Section 11 will be applicable for this Section also.

### **Grievances**

If You have a grievance about any matter relating to the Policy, or Our decision on any matter, or the claim, You can address Your grievance as follows:

# 1. Our Grievance Redressal Officer

You can send Your grievance in writing by post or email to Our Grievance Redressal Officer at the following address:

- a. E-Mail ID: chiefgrievanceofficer@iffcotokio.co.in
- b. Address: IFFCO-Tokio General Insurance Company Limited. IFFCO TOWER – II Plot No.3, Sector-29, Gurgaon Haryana-122001

#### 2. Consumer Affairs Department of IRDAI

- a In case it is not resolved within 15 days or if You are unhappy with the resolution You can approach the Grievance Redressal Cell of the Consumer Affairs Department of IRDAI by calling Toll Free Number 155255 (or) 1800 4254 732 or sending an email to complaints@irdai.gov.in. You can also make use of IRDAI's online portal Integrated Grievance Management System (IGMS) by registering Your complaint at igms.irda.gov.in.
- b You can send a letter to IRDAI with Your complaint on a Complaint Registration Form available by clicking here. You must fill and send the Complaint Registration Form along with any documents by post or courier to General Manager, Insurance Regulatory and Development Authority of India (IRDAI), Consumer Affairs Department- Grievance Redressal Cell, Sy.No.115/1,Financial District, Nanakramguda, Gachibowli, Hyderabad-500032. c. You can visit the portal http://www.policyholder.gov.in for more details.

#### 3. Insurance Ombudsman

You can also approach the Insurance Ombudsman, depending on the nature of grievance and the financial implication, if any. Information about Insurance Ombudsmen, their jurisdiction and powers is available on the website of the Insurance Regulatory and Development Authority of India (IRDAI) at www.irdai.gov.in, or of the General Insurance Council at www.generalinsurancecouncil.org.in, the Consumer Education Website of the IRDAI at http://www.policyholder.gov.in, or from any of Our Offices.

Office Details	Jurisdiction of Office Union Territory, District
AHMEDABAD - Shri Kuldip Singh Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: <u>bimalokpal.ahmedabad@ecoi.co.in</u>	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
BENGALURU - Smt. Neerja Shah Office of the Insurance Ombudsman, Jeevan Soudha Building,PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: <u>bimalokpal.bengaluru@ecoi.co.in</u>	Karnataka.
BHOPAL - Shri Guru Saran Shrivastava Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: <u>bimalokpal.bhopal@ecoi.co.in</u>	Madhya Pradesh Chattisgarh.

### Jurisdiction of Office Union Territory, District

### **Office Details**

#### **BHUBANESHWAR - Shri Suresh Chandra Panda**

Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: <u>bimalokpal.bhubaneswar@ecoi.co.in</u>

#### CHANDIGARH - Dr. Dinesh Kumar Verma

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#### CHENNAI - Shri M. Vasantha Krishna

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#### DELHI - Shri Sudhir Krishna

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#### GUWAHATI - Shri Kiriti .B. Saha

Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: <u>bimalokpal.guwahati@ecoi.co.in</u>

#### HYDERABAD - Shri I. Suresh Babu

Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 67504123 / 23312122 Fax: 040 - 23376599 Email: <u>bimalokpal.hyderabad@ecoi.co.in</u> Orissa.

Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh.

Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).

Delhi.

Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.

Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.

### **Office Details**

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#### ERNAKULAM - Ms. Poonam Bodra

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#### KOLKATA - Shri P. K. Rath

Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@ecoi.co.in

#### LUCKNOW -Shri Justice Anil Kumar Srivastava

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#### MUMBAI - Shri Milind A. Kharat

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Kerala, Lakshadweep, Mahe-a part of Pondicherry.

Jurisdiction of Office Union Territory, District

West Bengal, Sikkim, Andaman & Nicobar Islands.

Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur,Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.

Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.

### Office Details

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Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253 Email: <u>bimalokpal.noida@ecoi.co.in</u>

#### PATNA - Shri N. K. Singh

Office of the Insurance Ombudsman, 1st Floor,Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: <u>bimalokpal.patna@ecoi.co.in</u>

#### PUNE - Shri Vinay Sah

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#### Jurisdiction of Office Union Territory, District

State of Uttaranchal and the following Districts of Uttar Pradesh:

Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.

Bihar, Jharkhand.

Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.