Liberty General Insurance Limited
Corporate Identity Number: U66000MH2010PLC269656.
IRDAI Registration No.150
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SME PACKAGE INSURANCE POLICY

PREAMBLE

WHEREAS the Insured described in the Schedule hereto (hereinafter called the "Insured") by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to LIBERTY General Insurance Company Limited (hereinafter called the "Company") for the insurance hereinafter contained and has paid premium as consideration for such insurance during the period stated in the Schedule or during any further period for which the Company may accept payment for the renewal or extension of this Policy:

OPERATIVE CLAUSE

The Company hereby agrees subject to the terms and conditions contained herein or endorsed or otherwise expressed hereon, to indemnify the Insured to the extent and in the manner specified herein, against any loss or damage to the Property insured due to operation of any of the insured perils during the Policy Period.

Note: The term policy when appearing within a Coverage Section / Extension wording shall be interpreted as referring to the specific Insurance afforded by that Coverage Section / Extension.

COVERAGE SECTIONS:

S. No	SECTION	COVERAGE
01	Section I	Fire and Allied Perils – Material Damage
02	Section II	Fire Loss of Profit
03	Section III	Burglary and Housebreaking
04	Section IV	Money in transit and / or safe
05	Section V	Electrical and Mechanical Appliances Breakdown
06	Section VI	Electronic Equipment
07	Section VII	Boiler and Pressure Plant
08	Section VIII	Portable Equipment All Risk
09	Section IX	Fixed Glass and Sanitary Fittings
10	Section X	Signage
11	Section XI	Infidelity / Dishonesty of Employees
12	Section XII	Legal Liability
13	Section XIII	Employees' Compensation
14	Section XIV	Tenant's Legal Liability
15	Section XV	Inland Transit

Note: Section I is compulsory, remaining sections are optional. Cover provided with respect to sections II to XV will be for the sections opted by the Insured and mentioned in the Policy schedule.

DEFINITIONS (Applicable to All sections – Unless this Policy expressly defines a word or a phrase under any Section as enumerated above, the following definitions shall be applicable and shall prevail over all the Sections)

1. **"Property"** means assets, machinery, equipment, furniture, fixtures and fittings, electrical installations and stock and stock-in-trade in the Insured's premises described in the Schedule to this Policy including items contained therein for which the Insured is accountable.

2. **"Period of Insurance"** means the period between the commencement date and the expiry date shown in the Schedule, both days inclusive.

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3. "**Proposal"** means any signed proposal by filling up the questionnaires and declarations, written statements and any information in addition thereto supplied to the Company by the Insured or on Insured's behalf, being the basis on which the Company has agreed to issue this Policy.

4. **"Insured Premises"** means the place(s) declared for insurance and named in the Schedule attached to the Policy.

5. **"Policy"** means the Policy Booklet, the Schedule, the Proposal and any applicable endorsements or memoranda. The Policy contains the details of the extent of the cover available to the Insured, what is excluded from the cover and the conditions, warranties based on which the Policy is issued.

6. **"Schedule"** means the latest schedule issued by the Company as part of the Policy. It provides details of the Insured's Policy including full description of properties covered which are in force and the period of cover against the properties described. Whenever, the Insured requests for a change in the cover, the same will be communicated by way of an endorsement, subject to payment of premium by the Insured as demanded by the Insurer for such change in cover.

7. **"Sum Insured**" means the Monetary Amounts shown against item/s insured.

8. **"Burglary or Housebreaking"** means theft following upon an actual forcible and violent entry of or exit from the premises by the person or persons committing such theft.

9. **"Theft"** means the dishonest misappropriation of Insured's Property with the intention of permanently depriving the Insured of the Property by the person or persons other than the Insured's employees or their representatives acting on behalf of the Insured.

10. **"Robbery"** means the theft of contents at the insured premises using unforeseen, aggressive and violent means against the Insured and / or their employees.

11. **"Hold-up"** means forcible removal by actual or threatened violence against the Insured or Employee(s) of the Insured.

12. **"Excess/Deductible"** means the amount stated in the Schedule, which shall be borne by the Insured in respect of each and every Claim made under this Policy. Company's liability to make any payment under the Policy will be the amount in excess of Deductible and limited to the maximum Sum Insured mentioned in the Policy Schedule.

13. **"Contents"** means items declared for insurance and specified in the Schedule.

14. **"Business"** means the business of the Insured as stated in the Schedule.

15. **"Claim"** means a claim under an Operative Clause in respect of an insured event that has taken place or is likely to take place.

16. **"Employee"** means any person with whom the Insured has entered into a contract of service.

17. **"Business Hours"** or **"Office Hours"** means the Insured's normal trading hours or whilst the Insured or their authorized employees are on the premises for the purpose of the business.

18. **"Money"** means Cash, current coins, Bank and Currency Notes, Cheques, Postal Order, Current postage stamps which are not part of a collection and luncheon Voucher.

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19. **"Intrinsic Value"** means reinstatement value of insured Property or item less due allowance for betterment, wear and tear and/or depreciation

20. **"Market Value"** means replacement value of insured Property or item as New at the time of Damage or Loss less due allowance for betterment, wear and tear and/or depreciation.

21. **"Property Damage"** means actual physical damage to the Insured property

22. **"Loss/Lost"** means the damage.

23. **"Limit of Indemnity or Liability"** means the amount stated in the Schedule, which shall be the Company's maximum liability under this Policy (regardless of the total number or amount of Claims made) for any one Claim and in the aggregate for all Claims during the Policy Period.

24. **"Plate Glass"** means completely and securely fixed flat glass within the Insured Premises (including Plate Glass of display / show windows of the Premises) and described in the Schedule excluding its glazing and/or lettering and /or ornamentation and /or any surface treatment or surfacing unless specifically described and declared for insurance.

25. **"Frames"** and **"Framework"** shall mean a structure the immediate purpose of which is the enclosure or support of Plate Glass.

26. **"Accident" / "Accidental"** means sudden, unforeseen, uncontrollable, unexpected and unintentional damage not excluded under the Policy.

27. **"Authorised Employee"** means an Employee of the Insured who is specifically entrusted with Money in Transit.

28. **"In Transit"** means:
    - Any mode of transportation of Money for the payment of wages, salaries and other earnings or for petty cash directly between a bank, the Insured Premises or a Point in Transit (if specified) by the Insured or an Authorised Employee from the time Money is received at the bank, the Insured Premises or a Point in Transit by the Insured or an Authorised Employee until delivered to the bank, the Insured Premises or a Point in Transit by the Insured or an Authorised Employee and whilst at the Insured Premises until disbursed provided that out of business hours such Money shall be secured in a locked Safe or locked Strong Room. Cheques drawn by the Insured to provide for such Money are covered In Transit from the Insured Premises to the Bank only.
    - Any mode of transportation of Money in the personal custody of the Insured or an Authorised Employee directly between a bank and the Insured Premises or a Point in Transit (if specified) from the time Money is received at the bank or the Insured Premises by the Insured or an Authorised Employee until delivered to the bank or the Insured Premises or a Point in Transit by the Insured or an Authorised Employee within 72 hours of the time of collection.

29. **"Unused"** means unoccupied for a consecutive period of 7 days.

30. **"Point in Transit"** means the place specified in the Schedule.

31. **"Safe"** means
    - A strong cabinet within the Insured Premises designed for the safe and secure storage of valuable items, and
    - Access to which is restricted.

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32. **"Strong Room"** means
    - A room within the Insured Premises designed for the secure storage of Money, and
    - Access to which is restricted.

33. **"Employed"** mean either any employee named in the Schedule of the Insured or all Employees of the Insured occupying a position named in the Schedule.

34. **"Fraud or Dishonesty"** shall mean the act of stealing misappropriation embezzlement or fraudulent conversion on the part of the Employed.

35. **"Direct Financial Loss"** means the loss of moneys and / or stock at prime cost belonging to the Insured proved to have been criminally misappropriated and disposed of by the Employed excluding any consequential loss of any kind.

36. **"Signage"** means advertising displays, hoardings, Glow signs, neon signs, LED signs, LCD signs, any digital signs, any sort of display intended to convey information and described in the schedule.

37. **"Injury"** means physical Bodily Injury including death resulting from such injury arising out of an accident but does not include any mental sickness, disease, Occupational Disease, unless caused by such physical bodily injury.

38. **"Insured"** means the person or organization specified in the Policy Schedule but does not include their Contractors or Sub Contractors.

39. **"Occupational Disease"** means any occupational disease or illness including but not limited to the diseases listed under Schedule III of the Employees' Compensation Act. 1923 contracted by an Employee due to employment in the Business.

40. **"Wages"** means the remuneration payable to an Employee by the Insured for the employment in the Business and includes any privilege or benefit which is capable of being estimated in money other than a travelling allowance or the value of any travelling concession or a contribution paid by the employer of an employee towards any pension or provident fund or a sum paid to an employee to cover any special expenses entailed on him by the nature of his employment;

41. **"Bodily Injury"- means physical, external, Accidental bodily injury occurring suddenly in time and resulting solely and independently of any other cause or any physical defect or condition existing prior to Policy Period.**

42. **"Boiler"** shall mean any fired closed vessel or a combined container piping system in which steam is generated under pressure.

43. **"Pressure Plant"** shall mean any unfired closed container under steam gas or fluid pressure.

44. **"Explosion"** shall mean the sudden and violent rending or tearing apart of the permanent structure of a Boiler or Pressure Plant or any part or parts thereof by force of internal steam gas or fluid pressure causing bodily displacement of the said structure and accompanied by the forcible ejectment of its contents.

45. **"Collapse"** shall mean the sudden and dangerous distortion of any part of Boiler or Pressure Plant by bending or crushing caused by Steam Gas or Fluid Pressure whether attended by rupture or not. It shall not mean any slowly developing deformation due to any cause.

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46. "**Goods in inland transit"** shall mean the subject matter insured as enumerated under the Policy Schedule and which are in the course of movement within India from one place to another and for which the Insured has responsibility to arrange insurance.

47. **Annual Carrying Limit** means "Total amount of money in transit in any one Year"

SECTION I – FIRE AND ALLIED PERILS

COVERAGE

The Company will indemnify the Insured in respect of loss or damage to the building and/or contents as specified in the Schedule, due to:

I Fire: Excluding destruction or damage caused to the Property insured by
- a) i) its own fermentation, natural heating or spontaneous combustion.
  ii) its undergoing any heating or drying process.
- b) burning of Property insured by order of any Public Authority.

II Lightning

III Explosion/Implosion: Excluding loss, destruction of or damage

- a) to boilers (other than domestic boilers), economizers or other vessels, machinery or apparatus (in which steam is generated) or their contents resulting from their own explosion/implosion,
- b) caused by centrifugal forces.

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

V Riot, Strike and Malicious Damage: Loss of or visible physical damage or destruction by external violent means directly caused to the Property insured but excluding those caused by

- a) total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.
- b) Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority.
- c) Permanent or temporary dispossession of any building or plant or unit or machinery resulting from the unlawful occupation by any person of such building or plant or unit or machinery or prevention of access to the same.
- d) Burglary, housebreaking, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any malicious act.

VI Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation (STFI):

Loss, destruction or damage directly caused by Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood or Inundation excluding those resulting from earthquake, Volcanic eruption or other convulsions of nature.

VII Impact Damage: Loss of or visible physical damage or destruction caused to the Property insured due to impact by any rail/ road vehicle or animal by direct contact not belonging to or owned by

- a) the Insured or any occupier of the premises or
- b) their employees while acting in the course of their employment.

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VIII Subsidence and Landslide including Rock slide: Loss, destruction or damage directly caused by Subsidence of part of the site on which the Property stands or Land slide/Rock slide excluding:

a) the normal cracking, settlement or bedding down of new structures
b) the settlement or movement of made up ground
c) coastal or river erosion
d) defective design or workmanship or use of defective materials
e) demolition, construction, structural alterations or repair of any property or groundworks or excavations.

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

X Missile testing operations

XI Leakage from Automatic Sprinkler Installations: Excluding loss, destruction or damage caused by
a) Repairs or alterations to the buildings or premises
b) Repairs, Removal or Extension of the Sprinkler Installation
c) Defects in construction known to the Insured.

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

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

SUM INSURED:

It is the requirement of this Insurance that the Sum Insured shall be equal to the market value. Insured may also opt for reinstatement value Sum Insured basis for building and plant and machinery.

BASIS OF INDEMNITY:

The indemnity in respect of Building and Contents, other than stock and stock-in-trade, shall be on the basis of reinstatement value or Market Value, as opted by the Insured. In respect of stock and stock-in-trade, it shall be on Market Value.

In the event of Property insured being damaged by any of the specified perils, the Company shall pay for the amount of damage or loss or at its option replace or repair the damaged property.

If at the time of loss, the Property hereby insured is found to be collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss as the sum insured bears to the greater value. Every item, if more than one, of the Policy shall be separately subject to this Condition.

CONDITIONS:

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

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

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

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

   a) If the trade or manufacture carried on by the Insured be altered, or if the nature of the occupation of or other circumstances affecting the building insured or containing the insured Property be changed in such a way as to increase the risk of loss or damage by Insured Perils.
   b) If the building insured or containing the insured Property becomes unoccupied and so remains for a period of more than 30 days (Not applicable for Dwellings).
   c) If the interest in the Property passes from the Insured to any party not insured under this Policy, otherwise than by will or operation of law.

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

4. On the happening of loss or damage to any of the Property insured by this Policy, the Company may

   a) enter and take and keep possession of the building or premises where the loss or damage has happened.
   b) take possession of or require to be delivered to it any Property of the Insured in the building or on the premises at the time of the loss or damage.
   c) keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same.
   d) sell any such property or dispose of the same for account of whom it may Concern.

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

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

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

5. If the Company at its option, reinstates or replaces the Property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or join with any other Company or Insurer(s) in so doing, the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such Property as it was at the time of the occurrence of such loss or damage nor more than the Sum Insured as stated under the Policy. If the Company so elect to reinstate or replace any property the Insured shall at his own expense furnish the Company with such plans, specifications, measurements, quantities and such other particulars as the Company may require, and no acts done, or caused to

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be done, by the Company with a view to reinstate or replace shall be deemed an election by the Company to reinstate or replace.

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

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

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

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

EXCLUSIONS:

1. Loss, destruction or damage to bullion or unset precious stones, any curios or works of art for an amount exceeding Rs.10000/-, goods held in trust or on commission, manuscripts, plans, drawings, securities, obligations or documents of any kind, stamps, coins or paper money, cheques, books of accounts or other business books, computer systems records, explosives unless otherwise expressly stated in the Policy.

2. Loss, destruction or damage to the stocks in Cold Storage premises caused by change of temperature.

3. Loss, destruction or damage to any electrical machine, apparatus, fixture, or fitting arising from or occasioned by over-running, excessive pressure, short circuiting, arcing, self heating or leakage of electricity from whatever cause (lightning included) provided that this exclusion shall apply only to the particular electrical machine, apparatus, fixture or fitting so affected and not to other machines, apparatus, fixtures or fittings which may be destroyed or damaged by fire so set up.

4. Expenses necessarily incurred on (i) Architects, Surveyors and Consulting Engineer's Fees and (ii) Debris Removal by the Insured following a loss, destruction or damage to the Property insured by an insured peril in excess of 3% and 1% of the claim amount respectively.

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 perils covered.

6. Loss by theft during or after the occurrence of any insured peril except as provided under Riot, Strike, Malicious and Terrorism Damage cover.

7. Any Loss or damage occasioned by or through or in consequence directly or indirectly due to Earthquake, Volcanic eruption or other convulsions of nature.

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8. Loss or damage to Property insured if removed to any building or place other than in which it is herein stated to be insured, except machinery and equipment temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding 60 days.

SECTION II – FIRE LOSS OF PROFITS

COVERAGE

That if any building or other property or any part thereof used by the Insured at the Premises for the purpose of the Business, be destroyed or damaged by the perils covered under the Fire Material Damage Section I, (destruction or damage so caused being hereinafter termed as Damage) and the Business carried on by the Insured at the Premises be in consequence thereof interrupted or interfered with, then the Company will pay to the Insured in respect of each item in the Schedule hereto the amount of loss resulting from such interruption or interference in accordance with the provisions contained herein.

Provided that

1. Such Damage is caused at any time after payment of the Premium during the Period of Insurance named in the Schedule or of any subsequent period in respect of which the Insured shall have paid and the Company shall have accepted the premium required for the renewal of the Policy.

2. At the time of the happening of the damage there shall be in force a coverage as per Section I, covering the interest of the insured in the Property at the Premises against such damage and that payment shall have been made or liability admitted thereunder. However, this proviso shall not apply where payment is not made under Section I, solely due to operation of a proviso in the Section I excluding liability for losses below a specified amount.

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

CONDITIONS

1. The insurance by this Policy shall cease if:

   a. the Business be wound up or carried on by a Liquidator or Receiver or permanently discontinued **or**

   b. the Insured's interest ceases otherwise than by death **or**

   c. any alteration be made either in the Business or in the Premises or Property therein whereby the risk of damage is increased, at any time after the commencement of this insurance, unless its continuance be admitted by memorandum signed by or on behalf of the Company.

2. Notice shall be given to the Company of alteration in existing blocks, addition of new blocks and/ or premises and/ or deletion of existing blocks and/ or premises during the currency of the Policy to enable the Company to determine whether the basis rate of the Policy undergoes a change as a result of such inclusions/ exclusions and to effect necessary adjustments in the Premium under this Policy.

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3. On the happening of any Damage in consequence of which of claim is or may be made under this Policy, the Insured shall

   a) forthwith give notice thereof to the Company,

   b) with due diligence do and concur in doing and permit to be done all things which may be reasonably practicable to minimise or check any interruption of or interference with the business or to avoid or diminish the loss,

   c) not later than thirty days after the expiry of the Period of Indemnity or within such further time as the Company may in writing allow, at his own expense deliver to the Company in writing a statement setting forth particulars of his claim together with details of all other insurances (if any) covering the Damage or any part of it or consequential loss of any kind resulting therefrom,

   d) at his own expense produce or procure and give to the Company such books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs, information explanation and other evidence as may reasonably be required by or on behalf of the Company for the purpose of investigating or verifying the claim together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

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

4. In no case whatsoever shall the Company be liable in respect of any claim under this Policy after the expiration of:

   a) One year from the end of the Period of Indemnity or if later,

   b) Three months from the date on which payment shall have been made or liability admitted by the Company covering the Damage giving rise to the said claim, unless the claim is the subject of pending action or Arbitration.

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

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

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

SECTION III - BURGLARY AND HOUSEBREAKING

COVERAGE:

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The Company will indemnify, the Insured to the extent of the intrinsic value of:-

a) The Property described in the Schedule hereto or any part thereof which shall be lost destroyed or damaged by Burglary or Housebreaking or robbery or Hold-up;
b) Any damage caused to the premises of the Insured resulting from Burglary and/ or Housebreaking or any attempt threat, any time during Policy Period.

Provided that the liability of the Company shall in no case exceed in respect of each item the sum expressed in the Schedule hereto to be insured thereon or in the whole the total Sum Insured hereby.

SUM INSURED:

It is the requirement of this Insurance that the Sum Insured shall be equal to the market value. However, Insured may opt for reinstatement value sum insured for plant and machinery.

BASIS OF INDEMNITY:

The indemnity in respect of Contents, other than stock and stock-in-trade, shall be on the basis of Market Value.

In the event of Property insured being damaged by any of the specified perils, the Company shall pay for the amount of damage or loss or at its option replace or repair the damaged property.

If the Property hereby insured shall, at the commencement of any destruction of or damage to the property by any of the Insured perils is found to be collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss as this difference bears to such value. Every item, if more than one, of the Policy shall be separately subject to this condition.

CONDITIONS:

1. Maintenance of books & keys:

The Insured shall keep a daily record of the amount of cash contained in the Safe or Strong Room and such record shall be deposited in a secure place other than the Safe or Strong Room and produced as evidence in support of a claim under this Policy. The keys of the Safe or Strong Room shall not be left on the premises of the Insured out of business hours, unless the premises are occupied by the Insured or any other authorized employee of the Insured, in which case, such keys if left on the premises shall be deposited in a secure place not in the vicinity of the Safe or Strong Room.

2. Reinstatement and Repair:

The Company at any time before payment of a Claim and notwithstanding that an offer of settlement has been made instead of paying the amount of the loss or damage in respect of any Property or the premises may make it good by reinstating or replacing any of the Property stolen or repairing the premises damaged or such items or part thereof as the Company may think fit and paying the amount of the loss or damage in respect of the residue of such Property or premises. Provided that if the Company elects to replace any property or reinstate any premises the Company in making good the loss or damage shall not be bound to replace or reinstate such Property or premises exactly and completely but only to do so substantially as nearly as circumstances permit and in a reasonably sufficient manner. In case where any of the Property or premises are insured elsewhere the Company may join with any other insurance company or insurers in replacing or reinstating the same.

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3. Book-Keeping Warranty:

Warranted that the Insured keeps and during the whole of the currency of this Policy shall keep a complete set of Books, Accounts and Stock Sheets or Stock Books showing a true and accurate record of all business transactions, and Stock in hand, and that such Books, Accounts and Stock Sheets or Stock Books shall be locked in a fire-proof Safe or removed to another building at night and at all times when the premises are not actually open for business. This warranty applies separately to each and every business or branch business. Transfers of goods from one premise to another shall be a business transaction within the meaning of this warranty. It is further warranted that the said Safe shall not contain explosives or other hazardous commodities.

4. Damage Entry Warranty:

For a Claim to lie under this warranty, there shall be actual visible damage caused to the premises of the Insured or part thereof or connected with violent and forcible entry in the premises.

5. Protection:

It is a condition precedent to liability under this Policy that:-

a) all protections in force at the premises of the Insured at the inception of the cover or subsequently as stipulated by or agreed by the Company shall be in full operation securing the premises, whether the premises are closed for business or left unattended.
b) any keys for the premises and /or intruder alarm systems or Safes and /or Strong Rooms and /or any other secured area or device in which insured Property is kept are removed from the premises whenever the premises are closed for business or left unattended.
c) the Insured maintains the secrecy of codes for the Intruder Alarm Installation to authorised persons and no details of the same are left in the insured premises.
d) It is warranted that adequate protection to the doors, windows and all other such openings in the premises are properly maintained during the currency of the Policy.

6. Occupation of premises:

The Company may at any time after the occurrence of damage to the Property insured enter upon the premises and take and keep possession of the Property concerned and deal with the salvage and this Policy shall be proof of leave and license for such purpose, and if the Insured or anyone acting on his behalf shall obstruct or prevent the Company from so doing, all benefit under this Policy shall be forfeited.

Upon payment of any Claim for loss under this Policy, the Property in respect of which the payment is made shall belong to the Company.

No property may be abandoned to the Company.

EXCLUSIONS:

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

1) Gold or Silver articles, watches, any precious metals, articles made from any precious metals, jewellery, precious stones, medals, coins, stamp collections, coin collections, curios, sculptures, manuscripts, rare books or documents of any kind.

2) Deeds, bonds, bills of exchange, treasury or promissory notes, bank notes, money or securities for money, ATM cards, credit cards, charge cards, monetary instruments, stamps, business books or documents, books of accounts, cheques, share certificates, tickets, stamps, plans, patterns, models,

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moulds, designs, specifications, blue prints, document of title to goods, contracts or other legal documents or documents of any other kind.

3) Loss or damage which is recoverable under Fire, Plate Glass, Neon Sign, Marine Cargo Insurance Policy or any other policy under which such coverage has been obtained by the Insured.

4) Loss or damage where any inmate or member of the Insured's household or of his business staff or any other person lawfully in the premises of the Insured is concerned in the actual theft of or damage to any of the articles or premises or where such loss or damage has been expedited or in any way assisted or brought about by any such person or persons.

5) Loss or damage occasioned by loot, sack, spillage or pilferage.

6) Theft or attempted theft from yards, gardens, open spaces or out-buildings unless the contents thereof are specifically insured by the Policy.

7) Loss of Money and/or other property abstracted from Safe following the use of the key to the said Safe or any duplicate thereof belonging to the Insured, unless such key has been obtained by assault or violence or any threat thereof.

8) Loss of or damage to any Property insured under this Policy due to any misfeasance, malfeasance or nonfeasance or breach of trust in relation thereto by the Insured.

B. This Policy shall cease to attach:-

1) If the premises of the Insured shall have been left uninhabited by day and night for seven or more consecutive days and nights.

2) To any Property insured which shall be removed from the premises of the Insured in which it is herein stated to be safe so far as is expressly provided for in the Policy or these conditions.

3) To any Property of the interest of the Insured which shall pass from the Insured to any party not insured under this Policy otherwise than by will or operation of law; unless in every case the consent of the Company to the continuance of the insurance thereon is obtained and signified by a memorandum made on the Policy by or on behalf of the Company.

SECTION IV - MONEY INSURANCE

COVERAGE:

The Company will indemnify the Insured:

a) Up to the Limit of Indemnity specified in the Schedule for the loss in Transit of Money whilst carried by the Insured or its authorised Employee, caused by Robbery, Theft or any other fortuitous event, and/or

b) Up to the Limit of Indemnity specified in the Schedule for the loss of Money from a Safe and/or Strong Room in the premises mentioned in the Schedule caused by Burglary or Robbery or any other fortuitous event, and/or

c) Up to the Limit of Indemnity specified in the Schedule for the loss of Money from the Insured's cash counter in the premises mentioned in the Schedule during office hours caused by Housebreaking or Robbery or any other fortuitous event.

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Provided that the Insured event mentioned above occurs during the Policy Period and is notified to the Company in accordance with Special Condition –"Notification and Declaration" enumerated hereunder.

Provided that the liability of the Company shall in no case exceed in respect of each item the Sum expressed in the Schedule hereto to be Insured thereon or in the whole the Total Sum Insured hereby.

SUM INSURED:

The Sum Insured under Policy would be the **Annual Carrying Limit** for Money in Transit. For Money in Safe the sum insured will be the amount declared by the Insured at that particular location or on a floater basis.

BASIS OF INDEMNITY:

The basis of indemnity for Money in Safe is subject to the maximum amount for which Company will make payment in relation to any one Claim. In respect of Money in Transit, the amount stated against "Money in Transit per Carrying" limit is the maximum amount for which the Company will make payment in relation to any one Claim during the Policy Period.

CONDITIONS

1) **Inspection of Books:**

The Insured acknowledges that the premium in so far as it relates to operative clause has been determined by reference to the Insured's estimate of the amount of Money in Transit, as stated in the Schedule. It is hereby agreed that during the Policy Period the Insured shall maintain a proper and contemporaneous record of the actual amount of Money in Transit, which record shall be available for inspection by the Company at any reasonable time.

2) **Notifications & Declarations:**

Any and all notices and declarations for the attention of the Company shall be submitted in writing and shall be sent to the address specified in the Schedule.

Insured's duty upon the happening of an insured event: - It is a condition precedent to the Company's liability hereunder that the Insured shall:

a) Immediately and in any event within 24 hours of the happening of any insured event giving rise to or likely to give rise to any Claim under this Policy give written notice to the Company to the address shown in the Schedule;
b) Immediately and in any event within 24 hours lodge a complaint with the police detailing the Money lost in respect of which the Insured intends to submit a Claim, and within the same period provide a copy of that written complaint, the First Information Report to the Company, or the circumstances which might reasonably be expected to give rise to a Claim;
c) within 14 days deliver to the Company a detailed written statement of the Money lost and an estimate of the quantum of any Claim along with all documentation required to support and substantiate the amount sought from the Company. In the case of the notification of an event likely to give rise to a Claim, the Insured shall specify in writing the grounds for holding such belief.
d) expeditiously provide the Company and its representatives and appointees with all the information, assistance and documentation that they might reasonably require.
e) take all reasonable steps to identify the perpetrators of the Burglary and/or Robbery and discover and recover any Money lost;
f) take all reasonable steps to secure the Insured Premises and Money against a repeat of any Burglary and/or Robbery and/or fortuitous event, and/or prevent the same from occurring.

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3) **Books of Record:**

a) The Insured shall maintain a contemporaneous daily written record of the Money contained in the Safe and/or Strong Room and/or In Transit and such record shall be deposited in a safe secure place other than the Safe and/or Strong Room and be produced to the Company in the event of any Claim under this Policy.

b) The Insured shall allow the Company at any reasonable time to inspect the Safe and/or Strong Room and/or Insured Premises and in the event of any defect or danger being apparent, the Company may give written notice of the same to Insured whereupon the indemnity under this Policy and the liability of the Company arising from or connected to such defect shall be suspended until such time as it is rectified by the Insured and confirmed by the Company to have been rectified to its satisfaction.

4) **Occupation of premises:**

The Company may at any time after the occurrence of damage to the Property insured enter upon the premises and take and keep possession of the Property concerned and deal with the salvage and this Policy shall be proof of leave and license for such purpose, and if the Insured or anyone acting on his behalf shall obstruct or prevent the Company from so doing, all benefit under this Policy shall be forfeited.

Upon payment of any Claim for loss under this Policy, the Property in respect of which the payment is made shall belong to the Company.

No Property may be abandoned to the Company.

EXCLUSIONS:

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

1) Loss of Money carried by anyone other than the Insured or an Authorised Employee of the Insured.

2) Loss of Money where the Insured or his Authorised Employee is alleged to be involved as a principal or accessory or is alleged to be in anyway concerned or implicated.

3) If the Money is consigned to any person (other than a full time permanent employee of the Insured in employment of the Insured under an express contract of employment), agency or organisation engaged in the transportation of Money for third parties;

4) Loss of Money in the Insured Premises where such Money is stored other than in a Safe or Strong Room, after business hours.

5) Money carried under contract of affreightment.

6) Loss of Money from an unattended vehicle.

7) Loss from a Safe or Strong Room following use of the Safe or Strong Room key(s) or any duplicate thereof belonging to the Insured, unless this has been obtained by threat or by violence to the person in custody of the key(s);

8) Loss due to or in any way contributed to by the Insured having knowingly permitted or caused or suffered anything to be done or not done whereby the risks hereby insured against were increased.

9) Any loss of or damage to any Property, whether belonging to the Insured, an Employee or any third party.

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10) Any personal or bodily or mental injury or suffering of any description. In any action suit or other proceeding where the Company alleges that by reason of any exclusion any Claim is not covered by this Policy, the burden of proving that such Claim is covered shall be upon the Insured.

SECTION V – ELECTRICAL AND MECHANICAL APPLICANCES INSURANCE

COVERAGE:

The Company will indemnify the Insured against unforeseen and sudden physical damage caused by and/or solely due to electrical and /or mechanical breakdown or by any cause not hereinafter excluded to any insured Property specified in the attached schedule(s) whilst in the premises therein mentioned necessitating its immediate repair or replacement.

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

Provided that the liability of the Company for any one item of the insured Property shall not exceed in the aggregate in any one Period of Insurance the Sum Insured set against such in the attached schedule(s), unless the Sum Insured under such item is reinstated after occurrence of a claim for balance period.

SUM INSURED:

The Sum Insured in respect of each item for coverage under this section shall be equal to the cost of replacement of such item of the same kind and capacity which shall mean its current new replacement cost including freight, customs duty, other dues, if any, and cost of erection on current new replacement value basis.

BASIS OF INDEMNITY:

a) In cases where damage to an insured item can be repaired, the Company will pay expense necessarily incurred to restore the damaged machine to its former state of serviceability plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs as well as ordinary freight to and from a repair shop, customs duties if any to the extent such expenses have been included in the Sum Insured. If the repairs are executed at a workshop owned by the Insured the Company will pay the cost of materials and wages incurred for the purpose of the repairs plus a reasonable percentage to cover overhead charges.

   No deduction shall be made for depreciation in respect of parts replaced except for (i) wear and tear parts and (ii) parts for which manufacturers have specified a fixed life for use and the like but the value of any salvage will be taken into account.

   If the cost of repairs as detailed hereinabove equals or exceeds the actual value of the machinery Insured immediately before the occurrence of the damage the settlement shall be made on the basis provided for in (b) below.

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

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Any extra charges incurred for overtime, night-work, work on public holidays, express freight are covered by this insurance only if especially agreed to in writing.

In the event of the makers' drawings, patterns and for boxes necessary for the execution of a repair not being available the Company shall not be liable for cost of making any such drawing patterns or core boxes.

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

The cost of any provisional repairs will be borne by the Company if such repairs constitute part of the final repairs and do not increase the total repair expenses.

If the Sum Insured is less than the amount required to be insured, the Company will pay only in such proportion as the Sum Insured bears to the amount required to be insured. Every item if more than one shall be subject to this condition separately.

The Company will make payments only after being satisfied, with the necessary bills and documents that the repairs have been effected or replacements have taken place, as the case may be.

CONDITIONS :

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

EXCLUSIONS:

THE COMPANY SHALL NOT BE LIABLE UNDER THIS POLICY IN RESPECT OF -

1 Loss, damage and/or liability caused by or arising from or in consequence, directly or indirectly of fire including extinguishment of a fire or clearance of debris and dismantling necessitated thereby, smoke, soot, aggressive substance, lightning, explosion of any kind (other than bursting or disruption of turbines, compressors, cylinders of steam engines, hydraulic cylinders or fly wheels or other apparatus subject to centrifugal force, internal pressure) theft, collapse of buildings, subsidence, landslide, rockslide, water which escapes from water containing apparatus, flood, inundation, storm, tempest, earthquake, volcanic eruption or other Acts of God, impact of land borne or waterborne or airborne craft or other aerial devices and/or articles dropped therefrom.

Any loss or damage by fire within the electrical appliances and installation insured by this Policy arising from or occasioned by overrunning, excessive pressure, short circuiting, arcing, self heating or leakage of electricity, from whatever cause (lightning included), is covered; provided that this extension shall apply only to the particular electrical machine; apparatus fixture fitting or portions of the electrical installation so affected and not to other machines, apparatus, fixtures fittings or portions of the electrical installation which may be destroyed or damaged by fire so set up.

2 Accident, Loss, damage/and/or liability resulting from over load experiments or tests requiring the imposition of abnormal conditions.

3 Gradually developing flaws, defects, cracks or partial fractures in any part not necessitating immediate stoppage, although at some future time repair or renewal of the parts affected may be necessary.

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4 Loss, damage and/or liability caused by or arising out of the willful act or willful neglect or gross negligence of the Insured or his responsible representatives and or Employees.

5 Liability assumed by the Insured by agreement unless such liability would have attached to the Insured notwithstanding such agreement.

6 Loss, damage and/or liability due to faults or defects existing at the time of commencement of this insurance and known to the Insured or his responsible representative but not disclosed to the Company.

7 Loss of use of the Insured's plant or Property of or any other consequential loss incurred by the Insured.

8 Loss, damage/and/or liability due to explosions in chemical recovery boilers, other than pressure explosions for e.g. smelt, chemical, ignition, explosions etc.

9. Loss of or damage to belts, ropes, chains, rubber tyres, dies, moulds, blades, cutters, knives or exchangeable tools, engraved or impression cylinders or rolls; objects made of glass, porcelain, ceramics, all operating media (e.g. lubricating oil, fuel, catalyst, refrigerant, dowtherm) felts, endless conveyor belts or wires; sieves, fabrics, heat resisting and anti-corrosive lining and parts of similar nature, packing material, parts not made of metal (except insulating material) and non-metallic lining or coating of metal parts; unless loss or damage to the equipments/machinery is indemnifiable in terms of the Policy.
10. Loss or damage for which the manufacturer or supplier or repairer of the Property is responsible either by law or contract.

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

SECTION VI - ELECTRONIC EQUIPMENT INSURANCE

COVERAGE:

The Company hereby agrees with the Insured to indemnify any unforeseen and sudden physical loss or damage from any cause, other than those specifically excluded, in a manner necessitating repair or replacement, up to an amount not exceeding in respect of each of the items specified in the Schedule the sum set opposite thereto and not exceeding in all the total sum expressed in the Schedule as insured hereby.

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

EXCLUSIONS:

The Company shall not, however, be liable for:

a) Loss and / or damage due to wilful act or wilful negligence of the Insured or his representative and or Employees.
b) Loss and / or damage due to cessation of work whether total or partial. Cost Incurred/time involved in the movement of machinery and/or any other property and / or personnel outside the territorial limits of India other than the cost of delivery of replacements for machinery lost or damaged. Loss and / or damage due to derangement of the Insured Property not accompanied by damage

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otherwise covered by this Policy. Loss and / or damage due to the Property covered under this Policy falling under the terms of the maintenance agreement.

c) Loss and / or damage directly occasioned by pressure wave caused by aircraft and other aerial devices travelling at Sonic or Supersonic speeds.
d) Loss and / or damage caused by any faults or defects existing at the time of commencement of the present insurance within the knowledge of the Insured, or his representatives, whether such faults or defects were known to the Company or not;
e) Any costs incurred in connection with the elimination of functional failures unless such failures were caused by an indemnifiable loss of or damage to the insured items;
f) Any costs incurred in connection with the maintenance of the insured items, such exclusion also applying to parts exchanged in the course of such maintenance operations;
g) Loss or damage for which the manufacturer or supplier of the insured items is responsible either by law or under contract;
h) Loss of or damage to rented or hired equipment for which the owner is responsible either by law or under a lease and/or maintenance agreement;
i) Loss of or damage to bulbs, valves, tubes, ribbons, fuses, seals, belts, wires, chains, rubber tyres, exchangeable tools, engraved cylinders, objects made of glass, porcelain or ceramics sieves or fabrics, or any operating media (e.g. lubricating oil, fuel, chemicals);
j) Aesthetic defects, such as scratches on painted polished or enamelled surfaces.
k) Consequential loss of any kind including increased cost of working.
l) Loss and or damage to application software, unless agreed in advance and mentioned in the Policy.

SUM INSURED:

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

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

BASIS OF INDEMNITY:

a) In cases where damage to an insured item can be repaired the Company will pay expenses necessarily incurred to restore the damaged machine to its former state of serviceability plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs as well as ordinary freight to and from a repair-shop customs duties and dues if any, to the extent such expenses have been included in the Sum Insured. If the repairs are executed at a workshop owned by the Insured, the Company will pay the cost of materials and wages incurred for the purpose of the repairs plus a reasonable percentage to cover overhead charges.

No deduction shall be made for depreciation in respect of parts replaced, except those with limited life, but the value of any salvage will be taken into account. If the cost of repairs as detailed hereinabove equals or exceeds the actual value of the machinery insured immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in (b) below.

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

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Any extra charges incurred for overtime, night-work, work on public holidays, express freight, are covered by this Insurance only if especially agreed to in writing.

In the event of the Makers' drawings, patterns and core boxes necessary for the execution of a repair not being available the Company shall not be liable for the cost of making any such drawings, patterns and core boxes.

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

The cost of any provisional repairs will be borne by the Company if such repairs constitute part of the final repairs, and do not increase the total repair expenses.

c) In cases where the Insured item is subjected to total loss and meanwhile it becomes obsolete, all costs necessary to replace the lost or damaged insured item with a follow-up model (similar type) of similar structure/ configuration (of similar quality) ie low, average or high capacity – will be reimbursed.

If the Sum Insured is less than the amount required to be insured hereinabove, the Company will pay only in such proportion as the Sum Insured bears to the amount required to be insured. Every item if more than one shall be subject to this condition separately. The Company will make payments only after being satisfied, with necessary bills and documents that the repairs have been effected or replacements have taken place, as the case may be. The Company may, however, not insist for bills and documents in case of total loss where the Insured is unable to replace the damaged equipment for reasons beyond their control. In such cases, claims can be settled on “Indemnity Basis”

SECTION VII – BOILER AND PRESSURE PLANT

COVERAGE:

The Company will at its own option by payment or reinstatement or repair indemnify the Insured against:

1. Damage (other than by fire) to the Boilers and/or other Pressure Plant described in the Schedule;

2. Damage (other than by fire) to surrounding Property of the Insured described in the Schedule or to the Property held by the Insured in trust or on commission or for which he is responsible;

3. Liability of the Insured at law on account of -
   a) death of or Bodily Injury to any person (other than a person under a contract of service or apprenticeship with the Insured sustaining death or Bodily Injury which arises out of and in the course of employment with the Insured);
   b) damage to the Property not belonging to the Insured nor held in trust or on commission nor for which he is responsible;

caused by and solely due to explosion or collapse as hereinafter defined of any Boiler or other Pressure Plant described in the Schedule occurring in the course of ordinary working.

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

SUM INSURED:

The Sum Insured in respect of each Boiler and Pressure Plant for coverage under this section shall be equal to the cost of replacement of such item of the same kind and capacity which shall mean its current new replacement cost including freight, customs duty, other dues, if any, and cost of erection on current new replacement value basis.

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BASIS OF INDEMNITY:

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

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

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

The Company will make payments only after being satisfied, with the necessary bills and documents that the repairs have been effected or replacements have taken place, as the case may be.

WARRANTIES:

It is hereby warranted that during the currency of the Policy;

i) The Boiler and Pressure Plants described in the Schedule are annually inspected by Inspectors appointed by the appropriate Government except where there is no statutory requirement for Government Inspection; the inspections are to be carried out by an independent competent person;

ii) The Boilers and Pressure Plant described in the Schedule shall only be operated by attendants holding a valid certificate of competency issued under the appropriate Boiler Act;

iii) The Insured shall be in possession of the unqualified permission in writing of the competent Inspecting Authority to operate the said Boilers and Pressure Plant. If the maximum pressure or load upon safety valve immediately prior to any explosion or collapse was in excess of that stipulated by the said Authority the Insured shall not be entitled to any compensation or indemnity under this Policy in respect of such explosion or collapse.

CONDITIONS:

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

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

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

EXCLUSIONS:

THE COMPANY SHALL NOT BE LIABLE UNDER THIS POLICY IN RESPECT OF -

1. Loss damage and/or liability caused by or arising from or in consequences, directly or indirectly of Fire (arising from explosion or collapse or any other cause whatsoever) including extinguishment of a fire or clearance of debris and dismantling necessitated thereby, smoke, soot, aggressive substance lightning, Theft, collapse of buildings, subsidence, landslide, rockslide, water which escapes from water containing apparatus, flood, inundation, storm, tempest, earthquake, volcanic eruption or other Acts of God, impact of land borne, waterborne, or airborne craft or other aerial devices and/or articles dropped therefrom.

2. Accident loss damage and/or liability resulting from overload experiments or tests requiring the imposition of abnormal conditions.

3. Gradually developing flows, defects, cracks or partial fractures in any part not necessitating immediate stoppage although at some future time repair or renewal of the parts affected may be necessary.

4. Defects due to the wearing away or the wasting of the materials of a Boiler or a Pressure Plant whether by leakage, corrosion or by the action of the fuel or otherwise the grooving or the fracturing of any of the parts of a Boiler or Pressure Plant or for deterioration generally or for the development of cracks blisters, lamination and other flaws or fractures, failures of joint within the range of steam or feed pipes, or for bulging and deformation due to overheating of tubes (unless such defects, fracture, failure or bulging result in explosion or collapse) or for the cracking of section of cast-iron heating boilers or other vessels constructed of cast iron.

5. The failure of individual tubes in Boilers of the water tube locomotive or other multitubular types, in super heaters or in economizers (unless such defects result in explosion or collapse).

6. Loss or damage to the insured plant or Property and/or liability arising during and occasioned by the application of steam hydraulic or any other test of this plant as specified by Inspecting Authority or otherwise.

7. Loss or damage and/or liability caused by or arising out of the wilful act or wilful neglect or gross negligence of the Insured or his responsible representatives and or Employees.

8. Liability assumed by the Insured by agreement unless such liability would have attached to the Insured not withstanding such agreement.

9. Loss or damage and/or liability due to faults or defects existing at the time of commencement of this Insurance and known to the Insured or his responsible representatives but not disclosed to the Company.

10. Loss of use of the Insured's plant or Property or any other consequential loss incurred by the Insured.

11. Loss or damage for which the manufacturer or supplier or repairer of the Property is responsible either by law or under contracts.

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

SECTION VIII – PORTABLE EQUIPMENTS ALL RISK INSURANCE

COVERAGE:
The Company hereby agrees subject to the terms, conditions and exclusions herein contained or endorsed or otherwise expressed hereon, to indemnify the Insured to the extent of the Intrinsic Value of the Property of the Insured or member(s) of his family, so lost, destroyed or damaged, by Fire, Riot and Strike, Theft or Accident, from any fortuitous cause, any time during the period of this Insurance and within the limits stated in the Schedule hereto, provided that the liability of the Company shall in no case exceed in respect of each item the sum expressed in the Schedule hereto to be insured thereon or in the whole the total Sum Insured hereby.

SUM INSURED:

The Sum Insured under the Policy would be fixed on current market value basis (i.e. new replacement cost less depreciation).

BASIS OF INDEMNITY:

The indemnity in respect of the items covered under this section will be on the basis of Market Value.

In the event of Property insured being damaged by any of the specified perils, the Company shall pay for the amount of damage or loss or at its option replace or repair the damaged item.

If the item hereby insured shall, at the commencement of any destruction of or damage to the item by any of the Insured perils be collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss as Sum Insured bears to such value. Every item, if more than one, of the Policy shall be separately subject to this Condition.

Upon happening of the damage, the Sum Insured shall stand reduced by the amount of such loss paid by the Company. The Sum Insured shall be reinstated only upon the Insured paying the Company the prorata premium for the unexpired Period of Insurance from the date of such loss to the expiry date of the Policy for the amount of such loss.

CONDITIONS:

1. **Single Article Limit:**

   Unless specifically and separately stated, the Company's liability in respect of each article or pairs of articles shall not exceed 5% of the Total Sum Insured under this Policy.

2. **Articles in Pairs or Sets**:

   Where any item insured hereunder consists of articles in pair or set, the Company's liability in respect thereof shall not exceed the value of any particular part or parts which may be lost or damaged without reference to any special value which such articles or articles may have as part of such pair or set not more than a proportionate part of the insured value of the pair or set.

EXCLUSIONS:

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

1. Breakage, cracking or scratching of crockery, glass, cameras, binoculars, lenses, sculptures, curious, pictures, musical instruments, sports gear and similar articles of brittle or fragile nature, unless caused by fire or Accident to the means of conveyance.

2. Overwinding, denting or internal damage of watches and clocks.

3. Loss or damage to Money, securities, manuscripts, deeds, bonds, bills of exchange, promissory notes, stock or share certificates, stamps, travel tickets, travellers' cheques, business books or documents.

4. Theft from any car except car of fully enclosed saloon type having at the time all the doors, windows and other openings securely locked and properly fastened.

5 . Loss or damage due to or contributed to by the Insured having caused or suffered anything to be done whereby the risks hereby insured against were unnecessarily increased.

SECTION IX - FIXED GLASS AND SANITARY FITTINGS

COVERAGE:

The Company hereby agrees, subject to the terms, conditions and exclusions herein contained or endorsed or otherwise expressed hereon, to indemnify, the Insured to the extent of the Intrinsic Value of any Plate Glass described in the Schedule Accidentally Damaged ("Damage" as hereinafter defined) or any loss due to any fortuitous event not hereinafter excluded in respect of each item the Sum Insured thereon expressed in the Schedule or in the whole in any one Period of Insurance the Total Sum Insured hereby or such sum or sums as may be substituted thereof by endorsement hereon or attached hereto signed by or on behalf of the Company.

SUM INSURED:

The basis of valuation in respect of each item covered under this section shall be on Market Value basis.

BASIS OF INDEMNITY:

The indemnity in respect of the items covered under this section will be on the basis of or Market Value,

In the event of Property insured being damaged by any of the specified perils, the Company shall pay for the amount of damage or loss or at its option replace or repair the damaged item.

If the item hereby insured shall, at the commencement of any destruction of or damage to the item by any of the Insured perils be collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss as Sum Insured bears to such value. Every item, if more than one, of the Policy shall be separately subject to this condition.

Upon happening of the damage, the Sum Insured shall stand reduced by the amount of such loss paid by the Company. The Sum Insured shall be reinstated only upon the Insured paying the Company the prorata premium for the unexpired Period of Insurance from the date of such loss to the expiry date of the Policy for the amount of such loss.

CONDITIONS:

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1. **ASSESSMENT OF PAYMENT:**

The Company may, in its sole and absolute discretion, repair, replace or reinstate the Plate Glass to a condition equivalent to that which existed immediately prior to the insured event as an alternative to making payment to the Insured.

If the Company opts to make payment to the Insured, then:

a) The payment will be assessed by reference to the cost of replacing the Plate Glass with glass of plain and ordinary glazing quality, unless specifically stated otherwise in the Schedule.

b) Where any Plate Glass is no longer in production, the payment will be assessed by reference to the latest available price that was being charged by reputable manufacturers for the same or similar Plate Glass.

c) The Company's liability to make payment shall be up to the Insured Value as specified in the Schedule for each item of Plate Glass.

d) All Plate Glass in respect of which a Claim is accepted under this Policy shall become the property of the Company and the Insured shall, at its own expense, take all steps to preserve it and remove from it any uninsured items.

EXCLUSIONS:

The Company shall not be liable in respect of:

1. Any loss or damage caused wilfully or knowingly by the Insured, or any loss or damage in which the Insured or any person acting on his behalf is involved or implicated.

2. Damage arising from the Plate Glass being worked upon in any manner or during its removal or replacement or arising out of or in course of alterations to the Premises.

3. Frames or framework of any description or the cost of removal of any fittings, fixtures or other obstructions.

4. Scratched, cracked or imperfect Plate Glass.

5. Disfiguration or scratching or damage to glass other than fracture extending through the entire thickness of glass;

6. Breakage of glass not completely and securely fixed;

7. Damage as a result of faulty workmanship and/or defective design of frames or framework or fittings or fixtures of any description.

8. Costs of recreating any glazing and/or lettering and /or ornamentation and /or any surface treatment or surfacing on the damaged Plate Glass unless such is specifically declared for insurance hereon.

SECTION X – SIGNAGE INSURANCE

COVERAGE:

The Company hereby agrees subject to the terms, conditions and exclusions herein contained or endorsed or otherwise expressed hereon, to indemnify the Insured for damage to any Signage due to Fire, Riot and

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Strike, Theft or Accident, from any fortuitous cause, any time during the Period of this Insurance and within the limits stated in the Schedule hereto, provided always that the liability of the Company shall in no case exceed the Sum Insured on each item or on the whole the Total Sum Insured hereby.

SUM INSURED:

The Sum Insured under the Policy would be fixed on current Market Value basis.

BASIS OF INDEMNITY:

The indemnity in respect of the items covered under this section will be on the Market Value Basis.

In the event of Property insured being damaged by any of the specified perils, the Company shall pay for the amount of damage or loss or at its option replace or repair the damaged item.

If the item hereby insured shall, at the commencement of any destruction of or damage to the item by any of the Insured perils be collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss as Sum Insured bears to such value. Every item, if more than one, of the Policy shall be separately subject to this Condition.

Upon happening of the damage, the Sum Insured shall stand reduced by the amount of such loss paid by the Company. The Sum Insured shall be reinstated only upon the Insured paying the Company the prorata premium for the unexpired Period of Insurance from the date of such loss to the expiry date of the Policy for the amount of such loss.

EXCLUSIONS:

The Company shall not be liable in respect of:

1. Any loss or damage caused wilfully or knowingly by the Insured, or any loss or damage in which the Insured or any person acting on his behalf is involved or implicated.

2. Damage arising from the Signage being worked upon in any manner or during its removal or replacement or arising out of or in course of alterations to the Premises.

3. Fusing or burning out of any bulb and/or tubes arising from overrunning, overheating, excessive pressure, short circuiting, arcing, heating or leakage of electricity from whatever cause (lightning included).

4. If the Insured premises containing the insured Property becomes unoccupied and so remains for a period of more than 30 days.

5. Any loss or damage due to defective design or workmanship by the manufacturer or supplier.

SECTION XI – DISHONESTY OF EMPLOYEES

COVERAGE:

The Company hereby agrees, subject to the terms, provisos, exclusions, conditions and definitions contained herein or endorsed or otherwise expressed hereon, to indemnify the Insured against a direct pecuniary loss sustained by reason of any act of fraud / dishonesty committed by the Employee on or after the date of commencement of this Policy and during uninterrupted service of the Employee with the Insured and discovered during the continuance of this Policy or within twelve calendar months of the expiration thereof and in the case of death, dismissal or retirement of the Employee within twelve calendar months of such death, dismissal or retirement whichever of these events shall first happen.

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PROVIDED ALWAYS THAT

i. The liability of the Company shall not exceed:

(a) in respect of any Employee the Sum Insured stated against his name or as declared herein.

(b) in respect of all Claims under this Policy, the Total Sum Insured.

ii. If this Policy shall be continued in force for more than one Period of Indemnity or if any liability shall exist on the part of the Company under this Policy and also under any other Policy in respect of fraud or dishonesty of the Employee, the liability of the Company hereunder shall not be accumulated or increased thereby but the aggregate liability of the Company during any number of Periods of Indemnity and for any number of acts of fraud or dishonesty committed by the Employee shall not exceed the Sum Insured hereunder or the Sum Insured under any other such Policy as aforesaid whichever is greater.

iii. The Company shall not be liable to pay more than one Claim in respect of the action of any one Employee.

SUM INSURED:

The Sum Insured under the Policy would be the Limit of Liability opted by the insured for the Policy Period.

BASIS OF INDEMNITY:

If a loss is sustained by the Insured as a result of the fraudulent or dishonest conduct of a named Employee and/or persons comprising a category of Employees and other employees, then the liability of the Company shall stand reduced in the same proportion as the number of named Employees and/or categories of Employees bears to the number of employees involved in causing the said loss.

If a loss is sustained by the Insured as a result of the fraudulent or dishonest conduct of a member or members of a category of Employees, and the actual number of Employees in such category exceeds the number of employees noted in the Schedule against such category, then the liability of the Company shall stand reduced in the same proportion as the number of Employees in such category bears to the actual number of Employees in such category.

Any monies which, but for the dishonest or fraudulent conduct of the Employee concerned, would have been payable to such Employee by the Insured and any monies of such Employee with the Insured (or which may come into the custody, care or control of the Insured) shall be applied by the Insured, to the extent it is legally entitled to do so, against the amount payable by the Company in diminution or extinction of any loss.

In no event shall the Company be liable under this Policy for more than the actual cash value of money, bullion, travelers cheques, negotiable instruments, bearer bonds or coupons, stamps, cheques, bank or currency notes or similar instruments on the day upon which the loss is discovered.

CONDITIONS:

1. The Company shall not be bound to give notice or be affected by any notice of any trust charge lien assignment or other dealing with or relating to any contract of Insurance but the receipt of the Insured or his legal representatives shall in all cases be an effectual discharge to the Company.

2. If required by the Company, the agent of the Insured shall in case of any loss to the Insured be permitted at all reasonable times to examine into the circumstances of such loss and the Insured

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shall on being required so to do by the Company produces all books of accounts, receipts, documents relating to or containing entries relating to the loss in his possession and furnish copies of or extracts from such of them as may be required by the Company so far as they relate to such Claims or will in any way enable the Company to ascertain the correctness thereof or the liability of the Company under this Policy.

3. The Company shall be entitled at its own expenses and for its own benefit, in the name of the Insured to prosecute all claims and exercise all rights of action competent to the Insured against the Employee in respect of any act insured against in connection with which it may have made payment under this Policy and the Insured shall give to the Company all such information and assistance as may be reasonably required for maintaining such claims or rights.

4. For the purpose of identifying Employee in all cases of change of residence or occupation or change of name whether by marriage or otherwise, due notice thereof in writing shall be given by the Insured to the Company.

5. Any of the circumstances in relation to these conditions coming to the knowledge of any official of the Company shall not be the notice to or be held to bind or prejudicially affect the Company notwithstanding subsequent acceptance of any premium.

6. Employees:

No persons other than Employees shall be covered under this Policy unless and until a person's name or category of employees has been notified in writing to the Company, any additional premium due has been paid and the Company's agreement to extend cover has been indicated by it issuing an endorsement confirming the addition of such Employee or category as an Employee.

7. Records to be Maintained:

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

8. **Adjustment of Premium:**

If so indicated in the Schedule, then during the Policy Period the Insured shall maintain a proper and contemporaneous record of the actual amount of cash or stock held by Employees, which record shall be available for inspection by the Company at any reasonable time. Within one month from the expiry of this Policy the Insured shall provide the Company with a written record of the actual amount of cash or stock held by Employees during the Policy Period and any information or supporting documentation in respect thereof that the Company may request. If the amount of cash or stock held by Employees ascertained after the expiry of this Policy shall differ from the Insured's estimate thereof as stated in the proposal, then (if the actual amount of cash or stock held by Employees exceeds the Insured's estimate of the same) the Insured shall pay to the Company any additional premium that the Company may determine by reference to the differential, or (if the actual amount of cash or stock held by Employees is less than the Insured's estimate of the same) the Company will reimburse the Insured by reference to the differential but subject to minimum retention of premium of 25%.

EXCLUSIONS:

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

1) The Company shall not be liable in respect of losses arising elsewhere than in India.

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2) Any consequential losses of any kind, be they by way of loss of profit, any loss not reflected in the Insured's books of account, loss of opportunity, business interruption, market loss, loss of gain or potential income or gain which should have accrued to the Insured (including but not limited to interest and dividends), or otherwise;

3) Any legal liability of any kind;

4) Any fraudulent or dishonest act of an Employee not discovered within 12 months of the date upon which such Employee ceased to be an employee of the Insured for any reason;

5) Any expenses incurred by the Insured in establishing the existence of or quantification of any fact or matter giving rise to a Claim under this Policy;

6) Any fact or matter or circumstance of which the Insured was, or ought reasonably to have been, aware at the commencement of the Policy Period.

7) The Company shall not be liable to make any payment hereunder if the nature of the Business of the Insured or the duties or conditions of service of any of the Employed shall be changed or the remuneration of any of the Employed reduced or its basis altered without the sanction of the Company or if the precautions and checks for securing accuracy of the accounts mentioned in the said Proposal and correspondence relative thereto shall not be duly observed or if the Insured shall continue to entrust the Employee with Money or goods after having knowledge of any material fact bearing on the honesty of the Employee.

8) If at the time of any loss arising under this Policy there be any other subsisting guarantee or security in respect of the acts or defaults of the person or persons Employed the Company shall not be liable to pay or contribute more than its rateable proportion of such loss.

9) The Company shall not be liable for any unexplained losses or shortages discovered at stock taking nor any further loss in respect of the Employee concerned upon or after the discovery of a default committed by such Employee.

SECTION XII - LEGAL LIABILITY

COVERAGE:

This section will indemnify the Insured against their legal liability (other than under the Public Liability Insurance Act, 1991 or any other statute based on the doctrine of "No Fault Liability") to pay compensation including claimant's costs, fees and expenses anywhere in India, in accordance with Indian Law.

1. INDEMNITY:

The Indemnity only applies to Claims arising out of Accidents occurring in the Insured Premises during the Period of Insurance first made in writing against the Insured during the Policy Period and the Insured is indemnified for Injury and / or Damage but only against Claims arising out of or in connection with the business specified in the Schedule and not against Claims arising out of or in connection with:-

(a) Pollution howsoever caused unless specifically covered
(b) Any Product.

For the purpose of determining the indemnity granted under this section,

(a) **'Injury'** means death, Bodily Injury, illness or disease of or to any person,

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(b) **'Damage'** means actual and/or physical damage to tangible property;

(c) **'Pollution'** means pollution or contamination of the atmosphere or of any water land or other tangible property;

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

(e) **'Policy Period'** means the period commencing from effective date and hour as shown in the Policy Schedule and terminating at midnight on the expiry date as shown in the policy schedule.

(f) **'Period of Insurance' means** the period commencing from the retroactive date and terminating on the expiry date as shown in the Policy Schedule.

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

(h) **'Premises'** shall be deemed to include pipelines running, outside the premises for discharge of treated effluents at a disposal point situated within a distance of one kilometer from the Premises.

(i) **Retroactive Date** is the date as shown in the schedule against the same item.

2. (a) NOTIFICATION EXTENSION CLAUSE:

Should the Insured notify the Company during the Policy Period in accordance with General Condition 1 of any specific event or circumstance which the Company accepts may give rise to a Claim or Claims which form the subject of indemnity by this Policy, then the acceptance of such notification means that the Company will deal with such Claim or Claims as if they had first been made against the Insured during the Policy Period. The extension under this clause will be subject to the maximum time limit laid down under the Indian Limitation Act in force from time to time.

(b) EXTENDED CLAIM REPORTING CLAUSE:

In the event of non-renewal or cancellation of this Policy, either by the Company or by the Insured, the Company will allow a time limit not exceeding 90 days from the date of expiry or cancellation of the Policy provided no insurance is in force during this extended reporting period for the same interest, for notification of claims for accidents which had taken place during the Period of Insurance but could not be made during the Policy Period, provided, however, all claims made during the extended reporting period shall be handled as if they were made on the last day of the expiring Policy Period and are subject to the limits of indemnity and the terms, conditions and exceptions of the Policy.

3. INDEMNITY TO OTHERS:

The indemnity granted extends to:

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

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

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

Provided always that all such persons or parties shall observe, fulfill and be subject to the terms, conditions and exclusions of this Policy as though they were the Insured.

4. CROSS LIABILITIES:

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

5. DEFENCE COSTS:

The Company will pay all costs, charges fees (including but not limited to legal counsels' fees and experts' fees) and expenses incurred with their prior consent in the investigation, defence or settlement and appeal of any claim made against the Insured and the costs of representation at any inquest, inquiry or other proceedings in respect of matters which have a direct relevance to any claim made or which might be made against the Insured, provided such claim or claims are the subject of indemnity by the Policy. Such costs, charges, fees and expenses are called 'Defence Costs'.

6. INDEMNITY LIMITS:

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

7. CLAIMS SERIES CLAUSE

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

8. EXCESS

The Insured shall bear as Excess the amount or percentage of the Limit of Indemnity per any one accident so stipulated in the Schedule attached to the Policy. This Excess shall be applicable to both (a) death/ bodily injury and (b) property damage, inclusive of Defence Costs arising out of any one Accident. The Company's liability shall attach for the claim in excess of such Excess.

EXCLUSIONS

This Policy does not cover liability

1. assumed by the Insured by agreement and which would not have attached in the absence of such agreement.
2. arising out of earthquake, earth-tremor, volcanic eruption, flood, storm, tempest, typhoon, hurricane, tornado, cyclone or other similar convulsions of nature and atmospheric disturbance.

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3. arising out of deliberate, willful or intentional non-compliance of any statutory provision.

4. arising out of loss of pure financial nature such as loss of goodwill, loss of market, etc.

5. (a) arising out of all personal injuries such as libel, slander, false arrest, wrongful eviction, wrongful detention, defamation, etc. and mental injury, anguish, or shock resulting there from;

(b) infringement of plans, copy-right, patent, trade name, trademark, registered design;

6. arising out of fines, penalties, punitive or exemplary damages or any other damages resulting from the multiplication of compensatory damages.

7. directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, terrorism or military or usurped power.

8. directly or indirectly caused by or contributed to by

(a) ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;

(b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

9. This Policy does not cover liability for Claims arising out of;

the ownership possession or use by or on behalf of the Insured of any motor vehicle or trailer for which compulsory insurance is required by legislation other than the following;

(a) Claims caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer;

(b) Claims arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer;

(c) Claims for damage to any bridge, weighbridge, road or anything beneath caused by the weight of any motor vehicle or trailer or of the load carried therein;

(d) Claims arising out of any motor vehicle or trailer temporarily in the Insured's custody or control for the purpose of parking.

10. transportation of materials and / or hazardous / dangerous substances outside Insured's premises unless specifically covered.

11. the ownership possession or use by or on behalf of the Insured of any aircraft, watercraft or hovercraft.

12. damage to property owned leased or hired or under hire-purchase or on loan to the Insured or otherwise in the Insured's care custody or control other than the

(a) Premises (or the contents thereof) temporarily occupied by the Insured for work thereon or other property temporarily in the Insured's possession for work thereon (but no indemnity is granted for damage to that part of the property on which the Insured is working and which arises out of such work).

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(b) Employees and visitors clothing and personal effects.

(c) Premises tenanted by the Insured to the extent that the Insured would be held legally liable in the absence of any specific agreement.

13. Injury and/ or Damage occurring prior to the Retroactive Date in the Schedule.

Provided always that in the event of any Injury or Damage arising from continuous or continual inhalation, ingestion or application of any substance following the covered accident and where the Insured and Company cannot agree when the Injury or Damage occurred, then

(a) Injury shall be deemed to have occurred when the claimant first consulted a qualified medical practitioner in respect of such Injury;

(b) Damage shall be deemed to have occurred when it first became evident to the claimant even if the cause was unknown.

14. the deliberate, conscious or intentional disregard of the Insured's technical or administrative management of the need to take all reasonable steps to prevent claims.

15. Injury to any person under the contract of employment or apprenticeship with the Insured their contractor(s) and/or Sub-Contractor(s) when such Injury arises out of the execution of such contract.

16. liability more specifically Insured elsewhere.

17. arising out of Accidents occurring outside India.

CONDITIONS

1. The Insured shall give written notice to the Company as soon as reasonably practicable of any Claim made against the Insured (or any specific event or circumstance that may give rise to a Claim being made against the Insured) and which forms the subject of indemnity under this Policy and shall give all such additional information as the Company may require. Every claim, writ, summons or process and all documents relating to such event shall be forwarded to the Company immediately after they are received by the Insured.

2. No admission, offer, promise or payment shall be made or given by or on behalf of the Insured without the written consent of the Company.

3. The Company will have the right, but in no case the obligation, to take over and conduct in the name of the Insured the defence of any claim and will have full discretion in the conduct of any proceedings and in the settlement of any claim and having taken over the defence of any claim may relinquish the same. All amounts expended by the company in the defence settlement or payment of any claim will reduce the limits of indemnity specified in the Schedule of the Policy.

   In the event the Company, in its sole discretion, chooses to exercise its right pursuant to this condition, no action taken by the Company in the exercise of such right will serve to modify or expand in any manner, the Company's liability or obligations under this Policy beyond what the Company's liability or obligations would have been had it not exercised its rights under this condition.

4. The Insured shall give all such information and assistance as the Company may reasonably require.

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5. The Insured shall give notice as soon as reasonably practicable of any fact, event or circumstance which materially changes the information supplied to the Company at the time when this Policy was effective, and the Company may amend the terms and conditions of this Policy according to the materiality of such change.

6. The Company may at any time pay to the Insured in connection with any Claim or series of claims under this Policy to which an Indemnity limit applies the amount of such limit (after deduction of any sums already paid) or any lesser amount for which such Claims can be settled and upon such payment being made the Company shall relinquish the conduct and control of and be under no further liability in connection with such Claims.

7. The Insured shall keep accurate records of annual turnover which term shall include all leviable duties and at the time of renewal of Insurances declare such details as the Company may require. The Company shall at all reasonable time have free access to inspect such records.

8. If at the time of happening of any event resulting into a liability under this Policy, there be any other public liability insurance or insurances effected by the Insured or by any other person covering the same liability, then the Company shall not be liable to pay or contribute more than its rateable proportion of such liability. This Policy does not cover liability which at the time of happening of any event resulting into such liability, be Insured by or would, but for the existence of this Policy, be Insured by, any other Policy (but not a Public Liability Policy) or Policies, except in respect of any excess beyond the amount which could have been payable under such Policy / Polices, had this Insurance not been effected.

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

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

11. The Company shall not be liable to make any payment under this Policy in respect of any Claim if such Claim shall be in any manner fraudulent or supported by any statement or device whether by Insured or by any person on behalf of the Insured and/ or if the insurance has been continued in consequence of any material misstatement, wrongful declaration or the non-disclosure of any material information by or on behalf of the Insured.

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

SECTION XIII - EMPLOYEES' COMPENSATION

COVERAGE:

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

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

DEFINITION:

Employee or Employees means such person or persons in direct employment under the Insured in the Business, but shall not include any person employed under a Contractor or Sub-Contractor of the Insured unless specifically shown as covered in the Schedule and by an endorsement.

INSURABLE VALUE:

Wages i.e. the remuneration payable to an Employee by the Insured for the employment in the Business and includes any privilege or benefit which is capable of being estimated in money other than a travelling allowance or the value of any travelling concession or a contribution paid by the employer of an employee towards any pension or provident fund or a sum paid to an employee to cover any special expenses entailed on him by the nature of his employment for the Period of Insurance.

LIMIT OF INDEMNITY:

Limit of Indemnity means the maximum amount of indemnity as specified in the Schedule that will be provided under this Policy by the Company in respect of

a) any particular Claim by an Employee and
b) all Claims arising out of all Accidents for any number of Employees during the Period of Insurance.

CONDITIONS:

1. **Safeguards:** The Insured shall take reasonable precautions to prevent accidents and disease and shall comply with all statutory obligations, manufacturer's recommendations and other safety regulations in conduct of the Business.

2. **Company's Rights After Loss:** No admission offer promise or payment shall be made by or on behalf of the Insured without the consent of the Company which shall be entitled, without being obliged to do so, if it so desires to take over and conduct in his name the defence or settlement of any Claim or to prosecute in his name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.

3. **Declaration of Employees and Wages:** It is clearly agreed and Understood that the Insured shall be bound at all times to declare all Employees and Wages payable in respect of such Employees on the basis of which the Premium for this Policy is calculated.

   In case of increase in Employees or Wages subsequent to insurance, Insured shall keep the Company intimated and obtain endorsement by payment of necessary additional premium.

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The Insured shall as and when require by the Company permit inspection of its records to verify the Wages and Employees and shall also provide duly authenticated copies thereof if so required the Company.

4. **Average**: Notwithstanding anything contained hereinabove,

(i) a) If the number of Employees (whether on duty or otherwise) employed by the Insured on the date of Accident is higher than the number covered under this Policy, the Company shall indemnify Insured's liability arising out of such Accident, only in such proportion that the number of Employees covered bears to the Employees found employed on the date of Accident.

b) If the amount of Wages declared for this insurance for all Employees is less than the actual Wages paid until date of the accident, the Company shall be liable to indemnify on any Claim only in proportion that the Wages declared bears to the Wages paid. For the purpose of this clause, the Wages declared shall be calculated proportionately for the period from commencement of Policy until date of Accident for comparison with the actual wages paid during such period to determine applicability of this clause.

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

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

5. **Maintenance of record of Employees/Wages**: The Insured undertakes to maintain an accurate record of the Employees and Wages in respect of the Business throughout the Period of Insurance, in compliance with all statutory requirements or otherwise, and allow the Company to inspect such records during or upon expiry of this Policy.

EXCLUSIONS:

This Policy shall not cover liability of the Insured:

a) For Injury caused to Employee by Accident directly or indirectly caused by or arising from or in consequence of or attributable to any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

b) Accident occurring at any other place than the Place or Places of Employment specified in the Schedule, unless the Employee was at such other place whilst on duty for the purpose of the Business and on the directions of the Insured or any of its official authorized to exercise control and supervision over the Employee.

c) For Occupational Diseases contracted by an Employee

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d) For interest and/or penalty imposed on the Insured under any law or otherwise.

e) Under any Law for medical expenses in connection with treatment of any Injury sustained by an Employee

f) For persons employed in the Business under a Contractor or Sub-Contractor of the Insured unless specifically covered in the Schedule

g) For Injury sustained by person whilst in the employ of the Insured otherwise than in the Business and/or who has is not declared for insurance under this Policy.

h) Assumed by agreement which would not have attached in the absence of such agreement

i) For any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party.

j) For any Accident occurring whilst the Employee is under the influence of intoxicating liquor or drugs.

k) For any incapacity or death of an Employee resulting from his/her deliberate self-injury or the deliberate aggravation of an Accidental Injury.

SECTION XIV – TENANT'S LEGAL LIABILITY

(Applicable only if the Insured is a tenant of the building)

COVERAGE:

Legal liability incurred by the Insured as a Tenant of the premises for loss of or damage to the building/s by any of causes listed in Section-I under "coverage" other than Act of God Perils (Earthquake, lightening, subsidence, landslide, rock slide, Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation), Riot, Strike and Malicious Damage. This section will also not cover loss or damage caused by wear, tear, settlement or shrinkage, vermin, insects, fungus, the weather, or anything which happens gradually; faulty materials, design or workmanship; building work which involves alterations, renovations, extensions or repairs; or subsidence or heave of the land.

This section covers legal liability only to the extent that the Insured would be held legally liable in the absence of any specific tenancy agreement.

BASIS OF INDEMNITY:

The limit of liability will be as specified in the Policy Schedule, subject to not more than 10% of the Sum Insured of the Contents insured under Section I herein above, in respect of each occurrence and 25% for all occurrences during the Policy Period.

SECTION XV – INLAND TRANSIT

(Inland Transit (Rail or Road))

COVERAGE:

This Policy covers Goods in Inland Transit as per "Inland Transit (Rail or Road) – All Risks basis", unless restricted and duly mentioned in the Schedule attached to this Policy.

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SUM INSURED:

As enumerated against "Sum Insured" in the Policy Schedule.

BASIS OF INDEMNITY:

The limits of liability as agreed between the Insurer and Insured and set out in the Policy Schedule.

CONDITIONS:

1. This Policy is effected to insure the interest specified in the Schedule when dispatched either by or for account of the Assured in which they have an Insurable Interest.

It is a condition of the Policy that the Assured are bound to declare hereunder each and every consignment without exception subject to Clause III below, Company being bound to accept upto but not exceeding the amount specified in Clause IV below

2. Period of Policy

This Policy shall remain in force for a period of 12 months as set out in the Policy Schedule unless cancelled previously by either side as per Cancellation clause stated herein or Sum Insured is exhausted whichever is earlier.

3. Declaration Clause:

The Assured warrants that during the currency of this open Policy they will declare to the Company within 48 hours from the time the risk attaches or as may be agreed at the time of Policy issuance, each and every dispatch falling under the scope of the open Policy. Acceptance of any dispatch by the Company declared after the time limit stipulated in this warranty shall not be taken as a waiver and as a precedent for future declarations.

4. Valuation Clause

The shipments insured hereunder are to be valued as per the basis of valuation set out in the Policy Schedule.

5. Limit of Company's Liability

Warranted that the limit of the Company's liability in respect of any one Accident or series of Accidents arising out of the same event shall not exceed the limits stated in the Policy Schedule.

6. Inspection of Records:

The Company and/or its Agents shall have the right, at any time during the business hours of the Assured to inspect the records of the Assured in respect of dispatches made falling within the terms of the open Policy.

7. **Claims**

In the event of loss and / or damage which may give rise to a Claim under this insurance, the assured and / or the claimants shall observe and comply with the Claims procedures as per **IMPORTANT NOTICE** clause herein attached as a condition precedent to liability

8. Condition Precedent

The due observance and fulfillment of the terms and conditions of this contract in so far as these relate to anything to be done or complied with by the Assured shall be a condition precedent to the liability of the

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Company to make payments hereunder. If there shall be any wrongful declaration, misstatement in or omissions of a material fact from the information supplied by the Assured whether by the said proposal and declaration or otherwise, this Policy shall be null and void and any premium paid thereon shall be forfeited. No transfer in the interest in the Policy and no waiver of alterations to or change in the terms of this Policy shall be valid, unless made in writing and signed by the Company.

9. Deductible/ Franchise / Excess

As mentioned in the Policy Schedule

GENERAL CONDITIONS (Applicable to All Sections, unless specifically enumerated in the relevant sections):

1. Notices and Alterations to the Policy:

Every notice and communication to the Company required by this Policy shall be in writing and be addressed to the nearest office of the Company and the acknowledgement of service shall be obtained from the Company. No receipt for renewal premium is valid except on the official form issued by the Company and no endorsement on this Policy or alteration, modification in the terms thereof is valid unless countersigned by an authorized official of the Company or by an agent acting under Power of Attorney from the Company.

2. Duty of Disclosure:

This Policy shall be void and all premiums paid hereon shall be forfeited to the Company in the event of misrepresentation, misdescription, wrongful declaration, fraud or non-disclosure of any material fact or non-cooperation of the Insured in the proposal form, personal statement, declaration and connected documents, or any material information having been withheld by the Insured.

3. This Policy and the attached Schedule(s) shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of this Policy or of the attached Schedule(s) shall bear the same meaning wherever they may appear.

4. Duties following an Accident –

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

a) immediately notify the Company by telephone as well as in writing, giving an indication as to the nature and extent of loss or damage;

b) take all reasonable steps within his power to minimize the extent of the loss or damage;

c) preserve the damaged or defective parts and make them available for inspection by an official or surveyor of the Company.

d) furnish all such information and documentary evidence as the Company may require.

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

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

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5. Obligations of the Insured

a) The Insured shall take all reasonable steps to maintain the insured property in efficient working order and to ensure that no item is habitually or intentionally over loaded. The Insured shall fully observe the manufacturer's instructions for operating, inspection and overhaul, as well as government, statutory municipal and all other binding regulations in force concerning the operation and maintenance of the insured plant and machinery;

b) The Company's Officials shall at all reasonable times have the right to inspect and examine any Property insured hereunder and the Insured shall provide the Officials of the Company with all details and information necessary for the assessment of the risk. The Company shall provide the Insured with a copy of the inspecting Official's report; which shall however be treated as strictly confidential both by the Insured and the Company.

c) In the event of any -

i) Material change in the original risk;

ii) Alteration, modification or addition to insured item

iii) Departure from prescribed operating conditions, whereby the risk or loss or damage increases

iv) Changes in the Insured's Interest (such as discontinuation or liquidation of the business or being placed in receivership) taking place, the Policy shall be void unless its continuance be agreed by endorsement signed by the Company.

6. Position after a Claim

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

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

7. Transfer of Interest

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

8. Recourse

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

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9. Termination of Insurance:

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

a) If the nature of the occupation of or other circumstances affecting the Property insured or containing the Insured Property be changed in such a way as to increase the risk of loss or damage by Insured Perils.

b) If the interest in the property passes from the Insured to any party not insured under this Policy, otherwise than by will or operation of law.

10. Reasonable Care:

The Insured shall take all ordinary and reasonable precautions for the safety of the Property insured against Accident, loss or damage.

a. The Insured shall take all reasonable steps to safeguard the contents and the insured premises against any insured event.
b. Insured shall take all reasonable steps to prevent a claim from arising under this policy.
c. Insured shall ensure that any security system or aid is maintained in accordance with any maintenance Schedule or recommendations of the manufacturers or if none then as may be required , and kept in good and effective working condition.
d. When the Insured Premises are left unattended the Insured shall ensure that all means of entry to or exit from the insured premises have been properly deployed.

11. Mid Term Increase in Sum Insured:

In the event of an increase in the Sum Insured being agreed to, the Company shall charge on such increased sum an additional provisional premium on a basis proportionate to the unexpired period of the Policy.

12. Mid Term Reduction in Sum Insured:

In the event of a decrease in the Sum Insured being agreed to, the Company shall refund premium on such reduction in Sum Insured. The premium refunded will be Premium collected less premium chargeable for the expired period on Short period scale. Expired period herein is period from policy inception date till date of decrease in Sum Insured endorsement. However, no reduction in Sum Insured shall be allowed for Declaration policies during the currency of the policy.

The Short Period scale is as below:

Sl. No	Period		Rate
1	For a period not exceeding	15 days	10% of Annual Rate
2	---------- do ----------	1 Month	15% of Annual Rate
3	---------- do ----------	2 Months	30% of Annual Rate
4	---------- do ----------	3 Months	40% of Annual Rate

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5	---------- do ----------	4 Months	50% of Annual Rate
6	---------- do ----------	5 Months	60% of Annual Rate
7	---------- do ----------	6 Months	70% of Annual Rate
8	---------- do ----------	7 Months	75% of Annual Rate
9	---------- do ----------	8 Months	80% of Annual Rate
10	---------- do ----------	9 Months	85% of Annual Rate
11	For a period exceeding	9 Months	Annual Rate

13. **Average:** The Insurance under this Policy (except sections XIII, XV) is subject to the following condition of Average.

    If the Property insured under this Policy shall at time of loss be collectively of greater value than the Sum Insured thereon, then Insured will be considered as being his own Insurer for the difference and shall bear a rateable proportion of loss accordingly. Every item more than one in the Policy, shall be separately subject to this condition.

14. **Contribution:**

    If at the time of happening of any loss or damage covered by this Policy there shall be existing any other Insurance of any nature whatsoever covering the same, whether effected by the Insured or not, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage.

15. **Subrogation:**

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

16. **Fraudulent Claims Other than legal liability**

    If a claim is in any respect fraudulent, or if any false declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy, or if a claim is made and rejected and no action or suit is commenced within three months after such rejection or, in case of arbitration taking place as provided therein, within three months after the Arbitrator or Arbitrators or Umpire have made their award, all benefit under this Policy shall be forfeited.

17. **Cancellation of the Policy:**

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The Company may at any time, cancel this Policy or a Section therein in the event of misrepresentation, mis-description, wrongful declaration or non-disclosure of any material fact in the proposal form, personal statement, declaration and connected documents, or any material information having been withheld, by giving 15 days' notice in writing by Regd. A/D. to the Insured at his last known address, in which case, the Company shall return to the Insured a proportion of the last premium corresponding to the unexpired Period of Insurance.

The Insured may also give 15 days' notice in writing, to the Company, for the cancellation of this Policy or a section herein, in which case, Company shall retain premium for the period this Policy has been in force at the Company's short period scales, provided no Claim has occurred up to the date of cancellation of this Policy.

Notwithstanding the above, if the policy or a section is cancelled by the Insured after a loss has occurred, the premium to be retained by the Company shall be the pro-rata proportion of the premium calculated on the average amount insured upto the date of cancellation plus the pro-rata proportion of the premium from the date of loss to the expiry of the Period of Insurance on the amount of loss paid.

18. Arbitration:

This contract of Insurance shall be governed and construed in accordance with the laws of India. All disputes, claims, suits and actions arising out of this Agreement or its validity will be finally decided by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as may be amended from time to time. The Parties shall mutually appoint a sole arbitrator. The venue for the arbitration shall be at Mumbai. The arbitration proceedings shall be conducted in English. Any award made in such arbitration will be final and binding upon the Parties. Subject to the above, the Parties submit to the exclusive jurisdiction of the courts in Mumbai, India.

19. Claims Procedure:

1. On the happening of any loss or damage coming to the notice of the Insured, the Insured shall give immediate notice thereof to the Company and shall within 15 days after the discovery of the loss or damage, or such further time as the Company may in writing allow in that behalf, deliver to the Company
   a) A Claim in writing for the loss or damage containing as particular an account as may be reasonably practicable of all the several articles or items or property damaged or destroyed, and of the amount of the loss or damage thereto respectively, having regard to their value at the time of the loss or damage not including profit of any kind.

   b) Particulars of all other insurances, if any

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

   No Claim under this Policy shall be payable unless the terms of this condition have been complied with to the satisfaction of the Company.

2. In no case whatsoever shall the Company be liable for any loss or damage after the expiration of 12 months from the happening of the loss or damage unless the claim is the subject of pending

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action or arbitration; it being expressly agreed and declared that if the Company shall disclaim or reject liability for any Claim hereunder and such claim shall not within 12 calendar months from the date of the disclaimer or repudiation have been made the subject matter of a suit in a court of law then the Claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

20. **Prosecution:**

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

21. **Statutory Compliance:**

The Insured shall comply with all statutory and other regulations.

The Insured shall observe all manufacturers' instructions concerning:
(a) The inspection of machinery, plant, equipment and apparatus,
(b) The safety of persons or Property.

22. **Renewal Notice:**

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

23. **Geographical Scope:**

The geographical scope of this Policy will be India unless the Policy has been specifically extended for worldwide coverage in which case the claims shall be settled in India in Indian rupees only. The laws of India shall govern the construction, interpretation and meaning of the provisions of this Policy for the time being in force. The parties hereto unconditionally submit to the jurisdiction of the courts in India.

24. **Observance of Terms and Conditions:**

The due observance and fulfilment of the terms, provisions and conditions of an endorsement on this Policy by the Insured insofar as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the said Proposal and declaration shall be conditions precedent to any liability of the Company to make any payment under this Policy. If there shall be any mis-statement in or omissions of a material fact from the information supplied by the Insured whether by the said Proposal and declaration or otherwise, this Policy shall be null and void and any premium paid thereon shall be forfeited. No transfer in the interest in this Policy and no waiver of alterations to or change in the terms of this Policy shall be valid unless made in writing and signed by the Company.

25. **Jurisdiction:**

This Policy shall be governed by the laws of India and all disputes arising out of this Policy or concerning this Policy is subject to the exclusive jurisdiction of the courts of India.

26. **Loss Minimisation Expenses:**

Subject otherwise to the terms, limits, exclusions, provisions, endorsements and conditions contained in the Policy and in consideration of the payment by the Insured to the Company of additional premium

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as stated in the Schedule, the insurance hereby extends to indemnify the Insured, expenses for loss minimisation necessarily incurred by the Insured to prevent any aggravation of an Insured Loss following a loss or damage at any Insured's Premises specified in the Schedule.

27. **Claim Settlement:**

The Company will settle the Claim under this Policy within 30 days from the date of receipt of necessary documents required for assessing the Claim. In the event that the Company decides to reject a Claim made under this Policy, the Company shall do so within a period of thirty days of the final survey / investigation report in accordance with the provisions of Protection of Policyholders' Interest Regulations 2002.

28. **Onus of Proof:**

In any action, suit or other proceedings where Insurer alleges that by reason of the above provisions any loss or damage is not covered by this Insurance, the burden of proving that such loss or damage is covered shall be upon Insured.

29. The Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or the Schedule shall bear such specific meaning wherever it may appear. The terms, conditions and exclusions of this Policy (and any phrase or word contained therein) shall be interpreted in accordance with Indian Law.

30. **Grievances:**

In case the Insured is aggrieved in any way, the Insured may contact Insurer at the specified address, during normal business hours. In case the Insured/Insured Person has not got his/her grievances redressed by the Company within 15 days, then he/she may approach the Insurance Ombudsman for the redressal of the same. A list containing the addressees of Offices of Ombudsman is attached to this Policy. Policy holder may also obtain copy of IRDA circular number 1385_GI-2002_ENG dated 26-04-2002, notification on Insurance Regulatory and Development Authority (Protection of policy holders' interests) Regulations, 2002.

31. **Sanctions/Embargoes**

Liberty General Insurance (LGI/Liberty") will not be deemed to provide cover nor be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Liberty or its parent to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of India, the European Union, United Kingdom, United States of America or other applicable jurisdiction

32. Duties owed by the Insured and breach thereof

This Policy shall be void and all premiums paid hereon shall be forfeited to the Company in the event of misrepresentation, misdeclaration, misdescription, fraud or non-disclosure of any material fact or non –cooperation of the Insured in the Proposal form, personal statement, declaration and connected documents, or any material information having been withheld.

GENERAL EXCLUSIONS (Applicable to All Sections):

This Policy does not cover –

1. The amount of the Excess specified in the Schedule ascertained after the application of all other terms and conditions of this Policy including any condition of average (under-insurance).

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2. Damage caused by any process of cleaning, dyeing or bleaching, restoring, repairing or renovation or deterioration arising from wear and tear, moth, vermin, insects or mildew or any other gradually operating cause.

3. Any loss or damage arising through delay, detention or confiscation by Customs or other authorities.

4. Loss or damage which either in origin or extent or directly or indirectly proximately or remotely, occasioned by or contributed to by, arise out of or in connection with war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), mutiny, riot, civil commotion, insurrection, rebellion, revolution, conspiracy, military naval or usurped power, martial law seizure, capture, confiscation, arrests, restraints and detainment by order of any Government or any other Authority or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.

   Any loss or damage happening during the existence of abnormal conditions (whether physical or otherwise), directly or indirectly, proximately or remotely, occasioned by or contributed to by or arising out of or in connection with any of the said occurrences shall be deemed to be loss or damage which is not covered by this insurance, except to the extent that the Insured shall prove that such loss or damage happened independently of the existence of such abnormal conditions.

5. i) Any loss, destruction or damage to any Property whatsoever or any loss or expense whatsoever, resulting or arising therefrom or any consequential loss and any legal liability of whatsoever nature, directly or indirectly, caused by or contributed to by, or arising from ionising radiation or contamination by radioactivity from any source whatsoever.

   ii) Any loss, destruction, damage or legal liability directly or indirectly caused by or contributed to by or arising from Nuclear Weapons Material.

6. Loss or damage caused by wear and tear or gradual deterioration and gradual developing flaws.

7. Loss, destruction or damage directly or indirectly caused to the Property insured by

   a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

   b) the radioactive toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

8. Loss, destruction or damage caused to the Property insured by pollution or contamination excluding

   a) pollution or contamination which itself results from a peril hereby insured against.

   b) any peril hereby insured against which itself results from pollution or contamination

9. Loss damage or consequential loss directly or indirectly caused by, consisting of, or arising from:

   a) any functioning or malfunctioning of the internet or similar facility, or of any intranet or private network or similar facility,

   b) any corruption, destruction, distortion, erasure or other loss or damage to data, software, or and kind of programming or instruction set.

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c) loss of use or functionality whether partial or entire of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic, and any ensuing liability or failure of the Insured to conduct business.

10. Consequential loss or legal liability of any kind except for coverage opted by the Insured and granted by the company under section II, XIII, XIV hereinabove.

11. Permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.

12. Unexplained losses, shortages due to error or omissions, losses discovered when making an inventory or a periodic stock taking or loss resulting from the Insured's voluntarily parting with title or possession of any property or induced to do so by deception.

13. Terrorism Damage Exclusion Warranty:

This Policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

This exclusion also includes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the above.

This exclusion is not applicable to Section XVI i. e. Marine Inland transit.

Grievance Redressal Procedure

We are committed to providing you with the best possible service. In case you are not satisfied with our products or have a complaint to make about this Policy or the financial services we provide to you, please follow the below steps:

Step 1

Call us on Toll free number: **1800-266-5844**
(8:00 AM to 8:00 PM, 7 days of the week)
or
Email us at: care@libertyinsurance.in
or
Write to us at:
Customer Service
Liberty General Insurance Limited
Unit 1501 & 1502, 15th Floor, Tower 2, One International Center, Senapati Bapat Marg, Prabhadevi, Mumbai, Maharashtra 400013

Step 2

If our response or resolution does not meet your expectations, you can escalate at Manager@libertyinsurance.in

Step 3

If you are still not satisfied with the resolution provided, you can further escalate at Servicehead@libertyinsurance.in

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An acknowledgement will be sent on receipt of your concern, we would then investigate the matter internally and respond with a suitable resolution. Please share your contact details to enable us to get in touch with you.

In case you are not satisfied with the decision or resolution provided by Liberty, you may approach the Insurance Ombudsman for redressal. The details of Insurance Ombudsman offices are given below.

OMBUDSMAN DETAILS	
Office Details	**Jurisdiction of Office Union Territory, District)**
AHMEDABAD Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, AHMEDABAD – 380 001. Tel.: 079 - 25501201/02 Email: oio.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
BENGALURU Insurance Ombudsman 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: oio.bengaluru@cioins.co.in	Karnataka.
BHOPAL Insurance Ombudsman Office of the Insurance Ombudsman, 1st floor,"Jeevan Shikha", 60-B,Hoshangabad Road, Opp. Gayatri Mandir,Arera Hills Bhopal – 462 011. Tel.: 0755 - 2769201 / 2769202 / 2769203 Email: oio.bhopal@cioins.co.in	Madhya Pradesh, Chhattisgarh.
BHUBANESWAR Insurance Ombudsman Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 /2596455/2596429/2596003 Email: oio.bhubaneswar@cioins.co.in	Odisha.

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CHANDIGARH Insurance Ombudsman Office Of The Insurance Ombudsman, Jeevan Deep Building SCO 20-27, Ground Floor Sector- 17 A, Chandigarh – 160 017. Tel.: 0172-2706468 Email: oio.chandigarh@cioins.co.in	Punjab, Haryana (excluding Gurugram, Faridabad, Sonepat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir,Ladakh & Chandigarh.
CHENNAI Insurance Ombudsman Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24333678 Email: oio.chennai@cioins.co.in	Tamil Nadu, PuducherryTown and Karaikal (which are part of Puducherry).
DELHI Insurance Ombudsman Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 46013992/23213504/23232481 Email: oio.delhi@cioins.co.in	Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonepat & Bahadurgarh.
GUWAHATI Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Near Pan Bazar , S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 / 2631307 Email: oio.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
HYDERABAD Insurance Ombudsman Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp.Hyundai Showroom , A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 / 23376991 / 23376599 / 23328709 / 23325325 Email: oio.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.
JAIPUR Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141- 2740363 Email: oio.jaipur@cioins.co.in	Rajasthan

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KOCHI Insurance Ombudsman Office of the Insurance Ombudsman, 10th Floor, Jeevan Prakash,LIC Building, Opp to Maharaja's College Ground,M.G.Road, Kochi - 682 011. Tel.: 0484 - 2358759 Email: oio.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.
KOLKATA Insurance Ombudsman Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 7th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124341 Email: oio.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
LUCKNOW Insurance Ombudsman Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 4002082 / 3500613 Email: oio.lucknow@cioins.co.in	Districts of Uttar Pradesh : Lalitpur, 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.
MUMBAI Insurance Ombudsman Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 69038800/27/29/31/32/33 Email: oio.mumbai@cioins.co.in	**List of wards** under Mumbai Metropolitan Region excluding wards in Mumbai – i.e M/E, M/W, N , S and T covered under Office of Insurance Ombudsman Thane and excluding areas of Navi Mumbai.
NOIDA Insurance Ombudsman Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: oio.noida@cioins.co.in	State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Buddh nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
PATNA Insurance Ombudsman Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: oio.patna@cioins.co.in	Bihar, Jharkhand.

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PUNE Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-24471175 Email: oio.pune@cioins.co.in	State of Goa and State of Maharashtra excluding areas of Navi Mumbai, Thane district,Palghar District, Raigad district & Mumbai Metropolitan Region
THANE Insurance Ombudsman Office of the Insurance Ombudsman, 2nd Floor,Jeevan Chintamani Building, Vasantrao Naik Mahamarg, Thane (West)- 400604 Tel.: 022-20812868/69 Email: oio.thane@cioins.co.in	Area of Navi Mumbai, Thane District, Raigad District, Palghar District and **wards of Mumbai**, M/East, M/West, N, S and T."

Note: Address and contact number of Governing Body of Insurance Council
Council for Insurance Ombudsmen,3rd Floor,
Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai -400 054.
Tel No: 022 -69038800/69038812,
E-mail ID: inscoun@cioins.co.in
Website: https://www.cioins.co.in/Ombudsman

INSURANCE IS THE SUBJECT MATTER OF THE SOLICITATION

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