



# **SHOP KEEPER'S PACKAGE POLICY (RETAIL)**

## **Policy wording**

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## Policy Wording

In consideration of Your having paid the premium, We will indemnify You on the happening of any insured event, as mentioned under the item "**what we cover**" under each section, to the extent of loss suffered but not exceeding the sum insured and / or limit of liability stated in the schedule of the policy, provided that all the terms, conditions and exceptions of this Policy in so far as they relate to anything to be done or complied with by You have been met.

This policy is an evidence of the contract between you and Magma General Insurance Limited. The information furnished by you in the proposal form and the declaration signed by you forms the basis of this contract.

The Policy, the Schedule and any Endorsement shall be read together and any word or expression to which a specific meaning has been attached in any part of this Policy or of Schedule shall bear such meaning wherever it may appear.

### Definitions

1. **You/Your** : The person (s) named as Insured in the Schedule
2. **We/Us/Our** : Magma General Insurance Limited
3. **Proposal**: The application form you sign for this insurance and/or any other information you give to us or which is given to us on your behalf.
4. **Policy**: Policy wording, the Schedule, the Proposal form and Endorsement / Memoranda if any.
5. **Schedule**: The document which describes you, the cover that applies the Period of Insurance and other details of your policy.
6. **Sum Insured**: It means the amount stated in each section of the Schedule which shall be our maximum liability under this Policy for any one claim or in the aggregate for all claims under each section during the Policy period.
7. **Policy Period**: It 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.
8. **Period of Insurance**: It means the period commencing from the retroactive date and terminating on the expiry date as shown in the Policy Schedule.
9. **Excess/Deductible** The amount stated in each section in the Schedule, which shall be borne by you first in respect of each and every claim made under this Policy. Our liability to make any payment under the Policy is in excess of the Excess/Deductible.
10. **Valuables**: Valuables means (a) gold or silver or any precious metals or articles made from any precious metals (b) watches or Jewellery or precious stones or models or coins or curios, sculptures,

manuscripts, stamps, collection of stamps, rare books, medals, moulds, designs or any other collectibles (c) deeds, ATM cards, credit cards, bonds, bills of exchange, bank notes, treasury or promissory notes, cheques, money, securities or any other negotiable instrument.

**11. Insured Premises:** The place(s) named in the Schedule from which you operate your business

**12. Market Value:**

This is the basis of Sum Insured for stocks under this policy. Market value for stocks means the procurement value of stocks from the same or similar source at the time of damage or Loss.

**13. Reinstatement Value:**

This is the basis of Sum insured for all assets other than stocks under this Policy. Reinstatement Value represents the replacement value of the asset as New at time of Damage or Loss.

**14. Retroactive Date:** This is the date when the risk is first incepted under a Claims Made Policy and thereafter renewed without break in period of insurance cover.

## SECTION 1

### Fire and Allied Perils - Building & Contents

You chose this **SHOPKEEPER'S PACKAGE** Policy and applied to Us for insurance covers of Your choice. You paid Us the premium and gave Us information about Yourself, Your Business and Your Property. Based on Your confirmation that this information is true and correct, and in return of accepting the Premium You have paid Us, We promise to provide You insurance as stated in this Policy Document and the Policy Schedule attached to it.

Clause A. This Policy and the Insurance Contract

**1. Your Policy:** This **SHOPKEEPER'S PACKAGE** Policy is a contract between You and Us as stated in the following:

- This Policy document;
- The Policy Schedule attached to this Policy document;
- Any Endorsement attached to and forming part of this Policy document;
- Any Add-on to this Policy that You may have purchased from Us;
- The proposal and all declarations made by You or on Your behalf;

**2. To whom this Policy is issued and what it covers:**

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

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

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

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

- i. Your personal details,
- ii. the Policy Period,
- iii. the description of Your Insured Property,
- iv. the total Sum Insured, the Sum Insured for each cover, or for each block, set or category of Insured Property, and its limits and sub-limits for each and every location,
- v. the insurance covers You have purchased,
- vi. the premium You have paid for these insurance covers,
- vii. add-on covers opted by You,
- viii. other important and relevant aspects and information.

**4. Special Meanings of Words:** Words stated in the table below have a special meaning throughout this Policy and the Policy Schedule. These words with special meaning are stated in the Policy with the first letter in capitals.

Word/s	<b><i>Specific meaning</i></b>
<b>Agreed Value</b>	An amount agreed between You and Us at the Policy Commencement Date for items the value of which cannot be ascertained.
<b>Bank</b>	A bank or any financial institution

<b>Building</b>	<p>Any building or structure in Your Premises, where You carry on Your Business.</p> <p>It includes:</p> <ol style="list-style-type: none"> <li>a. Basement (if any), all fixtures and fittings permanently attached to the floor, walls or roof like electrical wiring, antennas etc.</li> <li>b. The following 'additional structures' located on Your Premises and used for Your Business, that are shown in the Policy Schedule:           <ol style="list-style-type: none"> <li>i. garage, out-houses, security sheds, towers, verandah or porch, tanks, compound walls, retaining walls, fences, gates and internal roads,</li> <li>ii. lifts, hoists,</li> <li>iii. solar panels, wind turbines and air conditioning systems, central heating systems, security systems and cameras, electrical installations, fire alarm, fire sprinkler systems, power lines, power installations,</li> <li>iv. water, gas and sewage pipeline within Your premises or</li> <li>v. any other structure shown in the Policy Schedule.</li> </ol> </li> </ol>
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<b>Word/s</b>	<b>Specific meaning</b>
<b>Business</b>	Your commercial enterprise, trade or profession as shown in the Policy Schedule.
<b>Commencement Date</b>	It is the date and time from which the insurance cover under this Policy begins. It is shown in the Policy Schedule.
<b>Contents</b>	Those articles or things in Your Premises that are not permanently attached or fixed to the structure of Your Premises.
<b>Endorsement</b>	A written amendment to the Policy that We make (additions, deletions, modifications, exclusions, or conditions of an insurance policy) which may change the terms or scope of the original policy.
<b>Excess</b>	It is the amount that You must bear in each and every claim before We become liable to pay.

<b>Insurable Assets</b>	All Buildings, Plant and Machinery, Furniture, Fixtures and Fittings, Stocks and other Contents which, for the purposes of Your Business on any one location, You own, or hold as tenant or occupant, or hold in trust or on commission, or are legally responsible for as part of Your trade, even if You have not taken insurance cover for any of them.
<b>Insured Property</b>	The Building, Plant and Machinery, Furniture, Fixture and Fittings, Stocks and any other Contents that are declared and insured by You under this Policy, and are located in Your Premises unless specifically stated in this Policy. The Insured Property is shown in the Policy Schedule.
<b>Kutcha Construction</b>	Building(s) having walls and/or roofs of wooden planks/thatched leaves and/or grass/hay of any kind/bamboo/plastic cloth/asphalt/canvas/tarpaulin and the like.
<b>Market Value</b>	Market Value means new Replacement/Reinstatement Value minus depreciation reckoned as on the date of loss.
<b>Money</b>	Cash, bank and currency notes, credit cards, telephone cards, cheques, crossed banker's drafts, postal orders, luncheon vouchers, current postage stamps, trading stamps, National Savings Certificates, Premium Bonds, credit sales vouchers or receipts, unexpired units in franking machines, gift tokens and consumer redemption vouchers belonging to You or for which You are responsible.

Word/s	<b>Specific meaning</b>
<b>Partial Loss</b>	Any loss other than Total Loss.
<b>Plant and Machinery</b>	All equipment, machinery, pipes and cables, spares, computers, servers and preloaded licensed system software located within any structure or in the open area of Your Premises.  It includes <ol style="list-style-type: none"> <li>i. machines under repair,</li> <li>ii. machines taken on hire or lease, or through any system of purchase of goods,</li> <li>iii. foundation, bedding or setting of the machines, or</li> <li>iv. accessories of machines.</li> </ol>
<b>Policy Period</b>	Policy period means the period commencing from the effective date and time as shown in the Policy Schedule and terminating at Midnight on the expiry date as shown in the Policy Schedule or on the termination of or the cancellation of insurance as provided for in this policy, whichever is earlier.

<b>Policy Schedule</b>	The document accompanying and forming part of the Policy that gives Your details and of Your insurance cover, as described in <b>Clause A</b> of this Policy.
<b>Premium</b>	The premium is the amount You pay Us for this insurance. The Policy Schedule shows the amount of premium for the Policy Period and all other taxes and levies.
<b>Pucca Construction</b>	Construction other than Kutcha Construction.
<b>Reinstatement/Replacement</b>	<p>Reinstatement/Replacement is defined as:</p> <ul style="list-style-type: none"> <li>i. the reconstruction of buildings or replacement of other property lost or destroyed.</li> <li>ii. the repair or partial replacement of property damaged.</li> </ul> <p>In either case, to a condition substantially the same as but not superior, better or more extensive than its condition if it were new on the date it is damaged or destroyed.</p>

<b>Word/s</b>	<b>Specific meaning</b>
<b>Reinstatement/Replacement Value</b>	This is the amount at which the Insured Property can be reinstated or replaced by a similar property, without deducting depreciation, and to the extent required to bring that Property to a condition substantially the same as, but not superior, better or more extensive than its condition if it were new on the date it is damaged or destroyed.
<b>Stocks</b>	<p>Any stock of goods or merchandise. It may be:</p> <ul style="list-style-type: none"> <li>i. Finished goods, semi-finished goods, stock in process, stock invoiced and ready for dispatch,</li> <li>ii. Raw materials, packing materials, or</li> <li>iii. Stock held in trust for which You are responsible.</li> <li>iv. Stock in Open in the Insured Premises</li> </ul>
<b>Sum Insured</b>	The amount shown as Sum Insured in the Policy Schedule. It represents Our maximum liability for each cover or part of cover and for each loss, as applicable.

<b>Total Loss</b>	A situation where the Insured Property or item is completely destroyed, lost, or damaged beyond retrieval or repair, or the cost of repairing it is more than the Sum Insured of that item or in total.
<b>We, Us, Our, Insurer</b>	The Magma General Insurance Limited that has provided Insurance Cover under this Policy; of the Company.
<b>You, Your, Insured</b>	The Insured Person/s, Company or other entity shown in the Policy Schedule who has/have purchased Insurance Cover under this Policy; of such Insured Person/s
<b>Your Premises</b>	The premises in which You carry on Business that is occupied by You for the purposes of Business declared to Us and is reflected in the Policy Schedule.

#### Clause B. Insured Events

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

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

	<b>Column A</b>	<b>Column B</b>
	<b>We cover</b> physical loss or damage, or destruction caused to the Insured Property by	<b>We do not cover</b> loss or damage, or destruction caused to the Insured Property by
1.	Fire, including due to its own fermentation, or natural heating or spontaneous combustion.	caused by <ol style="list-style-type: none"> <li>its undergoing any heating or drying process, or</li> <li>burning of Insured Property by order of any Public Authority.</li> </ol>
2.	Explosion or Implosion	<ol style="list-style-type: none"> <li>caused to boilers, economizers or other vessels, machinery or apparatus in which steam is generated, or their contents, resulting from their own explosion or implosion, or</li> <li>Caused by centrifugal forces.</li> </ol>
3.	Lightning	-
4.	Earthquake, volcanic eruption, or other convulsions of nature	-
5.	Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Tsunami, Flood and Inundation,	-

6.	Subsidence of the land on which Your Premises stand, Landslide, Rockslide	caused by a. normal cracking, settlement or bedding down of new structures, b. the settlement or movement of made up ground, c. coastal or river erosion, d. defective design or workmanship or use of defective materials, or e. demolition, construction, structural alterations or repair of any property, or groundworks or excavations.
7.	Bush fire, Forest fire, Jungle fire,	-
8.	Impact damage of any kind, i.e., damage caused by impact of, or collision caused by any external physical object (e.g. vehicle, animal, falling trees, aircraft, wall etc.)	a. caused by pressure waves caused by aircraft or other aerial or space devices travelling at sonic or supersonic speeds b. caused by vehicle, animal or aircraft belonging to or owned by Insured or their employee while acting in the course of employment.
9.	Missile testing operations	-
10.	Riot, Strikes, Malicious Damages	caused by a. total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind, b. temporary or permanent dispossession, confiscation, commandeering, requisition or destruction by order of the government or any lawful authority, or c. temporary or permanent dispossession of any Building by unlawful occupation by any person.
11.	Acts of terrorism (Coverage as per Terrorism Clause attached.)	Exclusions as per Terrorism Clause attached.
12.	Bursting or overflowing of water tanks, apparatus and pipes,	-
13.	Leakage from automatic sprinkler installations.	a. repairs or alterations in the Building in which Your Business is located, b. repairs, removal or extension of any

		sprinkler installation, or c. defects in the construction known to You.
14.	Theft within 7 (seven) days from the occurrence of and proximately caused by any of the above Insured Events	if it is a. of any article or thing outside Your Premises, or b. of any article or thing attached from the outside of the outer walls or the roof of Your Premises, unless c. Securely mounted.

### Clause C. The Standard Cover

#### 1. What We cover:

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

#### 2. Basis of Sum Insured:

- i For Building, Plant and Machinery, Furniture, Fixture and Fittings and any other contents: **Reinstatement Value**
- i For Stocks:
  - a. For raw material: landed cost at Your Premises.
  - b. For stock in process: input cost of the stock at the time of loss.
  - c. For finished stock: the manufacturing cost of the finished stock or the **Contract Price** of goods sold but not delivered and more precisely defined below.

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

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

#### 3. Restoration of Sum Insured:

Except as stated in **Clause G (II) (3) (e)** of this Policy, the insurance cover will, at all times, be maintained during the Policy Period to the full extent of the respective Sums Insured. This means that after We have paid for any loss, the policy shall be restored to the full original

amount of Sum Insured. You must pay to Us proportionate premium for the unexpired Policy Period from the date of loss. We can also deduct this premium from the net claim that We must pay You.

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

#### 4. In-Built Covers:

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

##### 4.1. Additions, alterations or extensions:

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

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

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

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

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

##### 4.3. Temporary removal of stocks:

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

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

##### 4.4. Cover for Specific Contents:

We cover the following, as applicable:

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

**4.5. Start-Up Expenses:**

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

**4.6. Professional fees:**

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

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

**4.7. Costs for removal of debris:**

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

**4.8. Costs compelled by Municipal Regulations:**

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

- i. You must commence the repairs, or reconstruction or reinstatement of the Insured Property, within a reasonable time after the date of damage or destruction. You must complete the repairs, reconstruction or reinstatement within reasonable time, in any case not beyond 12 months from the date of damage or destruction,

or within such time as We may allow in writing.

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

#### Clause D. Exclusions, that is, what We do not cover

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

1. i. Excess of ₹ 5,000 (Rupees Five Thousand) for each claim. This means that We will deduct ₹ 5000 (Rupees Five Thousand) for each and every loss suffered by You under the terms of this policy.
  - ii. For terrorism risk the Excess shall be as per the clause attached to this policy.
2. Your deliberate, wilful or intentional act or omission, or of anyone on Your behalf, or with Your connivance.
3. Loss, damage or destruction to any electrical/electronic machine, apparatus, fixture, or fitting by over-running, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity from whatever cause (lightning included). This exclusion applies only to the particular machine so lost, damaged or destroyed. However, any ensuing loss or damage to other insured property due to operation of an insured peril is covered.
4. Loss, destruction or damage to the stocks in cold storage premises caused by change of temperature.
5. Loss, or damage by spoilage resulting from the retardation or interruption or cessation of any

process or operation caused by operation of any of the Insured Events.

6. Your Premises or any Insured Building remaining continuously unoccupied for a period of more than 30 days, unless You have obtained prior written approval from Us and such approval is recorded as an endorsement on the Policy.
7. War, invasion, act of foreign enemy hostilities or war-like operations (whether war is declared or not), civil war, mutiny, civil commotion amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
8. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component that is part of it.
9. Pollution or contamination, unless
  - i. the pollution or contamination itself has resulted from an Insured Event, in which case only physical damage to the Insured Property is covered, or
  - ii. an Insured Event itself results from pollution or contamination.
10. Loss, destruction or damage to bullion or unset precious stones, any curios or works of art unless such amount is declared separately and recorded in the Policy Schedule.
11. Loss of any Insured Property which is missing or has been mislaid, or its disappearance cannot be linked to any single identifiable Insured Event.
12. Loss or damage to any Insured Property removed from Your Premises to any other place, except
  - i. machinery and equipment temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding 60 days,
  - ii. Stock covered under **Clause (C) (4.3)** of this Policy-.
13. Any reduction in market value of any Insured Property after its repair or reinstatement.
14. Loss or damage to any Insured Property or any claim which is covered by a marine policy in force at the time of loss or damage, except in excess of the limits of that policy.
15. Any consequential or indirect loss or damage of any description, i.e. losses or extra costs (financial or non-financial) that follow or are a consequence of an Insured Event, like, loss by delay, loss of income or wages or earnings, or of market, or of time, medical expenses, or any costs not covered by this Policy.
16. Costs, fees or expenses for preparing any claim.

#### Clause E. What We Pay

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

1. Partial Loss:
  - i. If any Insured Property is a Partial Loss, We will reimburse to You the cost of repairs to the extent required to bring that Property to a condition substantially the same as, but not superior, better or more extensive than its condition if it were new on the date it was

damaged.

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

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

## Clause F. Underinsurance

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

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

## Clause G. Conditions

### I) Your Obligations

1. **Make true and full disclosure in the proposal and related documents**
  - i. You have a duty of disclosure to tell Us everything You know, or could reasonably be expected to know, that is relevant to Us for deciding whether to give You insurance cover and on what terms. You owe this duty to disclose such relevant material information even if We have not specifically asked for it. This duty extends to any information or declarations given by anyone else on Your behalf.
  - ii. We have agreed to give You insurance cover entirely on the basis of the information You, or anyone on Your behalf, have given Us in the proposal, statements and other declarations and documents (in writing or electronic) about Yourself, the Building, Plant and Machinery, Furniture, Fixture, Fittings, Stocks and other Contents. The correct and complete information you give is the basis of Our contract with You. Our promise to pay is conditional upon the truth of these statements and on the assumption that You, or anyone on Your behalf, has not withheld any material information about Yourself, the Building, Plant and Machinery, Furniture, Fixture, Fittings, Stocks and other Contents.
2. **Make true statements and full disclosure in the claim and related documents**

You must also give true and full information in your claim and submit true documents. If You give any false information or document in the claim, or if You withhold any information or document (written or electronic), We have a right to refuse Your claim. We may also cancel your policy.

**3. Obligation to take care:** You must:

- i. Ensure that unauthorized persons do not occupy Your Premises.
- ii. Whenever Your Premises or any Building in Your Premises is unoccupied, You must ensure that all security procedures on Your Premises are in force.

**4. Inform change in circumstances:**

You must inform Us immediately if:

- i. You change the nature of Your Business or any processes,
- ii. You let out Your Premises or any part, or Your Premises will no longer be solely occupied by You,
- iii. You change the use of Your Premises or any Building, or
- iv. Your Premises or any Building remains unoccupied for more than 30 days.

**5. Allow inspection and investigation of claim**

You must allow and give full cooperation to the survey/investigation of Your claim by Us. You must allow Us, and any surveyor, officer or other representative that We authorise, to enter Your Premises, inspect it, take photographs and where required permit the scientific testing and investigation of any insured article affected by an insured peril. You must answer all questions asked regarding Your claim truthfully and completely and submit all relevant documents that We will require.

**6. Follow claim procedure**

When You suffer any loss or damage to any Insured Property, and wish to make a claim, You must follow all steps stated in this Policy about immediate reporting to Us and to the appropriate Legal Authorities as per **Clause G (III)** of this Policy.

**II) Termination of Policy**

**1. Automatic termination of the Policy:**

This Policy will automatically end in the following cases:

- a. **Destruction of any Insured Building:** This Policy will automatically end 7 days after any Insured Building collapses or is displaced or destroyed by reason other than any Insured Event. If a separable part of any Insured Building falls down or is destroyed by reason other than any Insured Event, the cover will end for such part or additional structure.
- b. You can apply within 7 (seven) days of such fall or destruction for continuing insurance cover. We may agree, but will not be bound, to continue the cover on revised rates, terms and conditions.
- c. **Change of use or ownership of Insured Property:** The Policy will end in regard to the Insured Property affected, unless You have obtained Our prior consent in writing as an Endorsement on the Policy,
  - i. if You change the trade or manufacture, or the nature of Your occupation, or You

change other circumstances relating to the Building or a building containing any Insured Property in such a way as to increase the risk of loss or damage by Insured Events;

- ii. if Your interest in any Insured Property passes to another except by will or operation of law.
- d. **Sale of Insured Property:** This Policy will end when You sell, surrender or release Your interest in any Insured Property or its part.
- e. **Exhaustion of Sum Insured:** If any Insured Property is lost, destroyed or stolen, or is a Total Loss, and We pay You the full Sum Insured for such item, the insurance cover for that item will automatically end. If We pay the total Sum Insured for any claim, this Policy will end.
- f. **Effect of death:** If You are an individual, in the event of Your unfortunate death, the Insurance Covers that You have purchased will continue for the benefit of Your legal representative/s during the Policy Period subject to all the terms and conditions of this Policy.
- g. **Policy not invalidated:** The Policy is not invalidated:
  - i. by transfer of Your interest in the Policy by operation of law, if that occurs during the Policy Period. We can continue this policy on same or modified terms in favour of Your legal representatives if they apply for this purpose within 30 days of such transfer.
  - ii. by any act, omission, or alteration unknown to You, or beyond Your control, that increases the risk of loss or damage, if You give notice to Us immediately when You become aware of the act, omission or alteration, and pay additional premium if required; or
  - iii. if Your employees or workmen carry out repairs, maintenance work or minor alterations in the Insured Property.

### III) Claims Procedure

If You suffer a loss because of an Insured Event, You must make a claim for Your financial loss at Your cost.

The procedure for making a claim is given below. These include things that **You must do**, and that **You must not do**. It is important to comply with these to ensure that it does not prejudice Your claim in any manner.

1. Immediate notice to Us
  - a. As soon as any loss or physical damage occurs to any Insured Property due to an Insured Event, You must immediately give notice to Us of the loss or damage. This is necessary so that We can survey/investigate the loss or damage.
  - b. You can give notice to any of Our offices or call centers.
  - c. You must state in this notice

- i. the Policy Number,
- ii. Your name,
- iii. details of report to the police that You made,
- iv. details of report to any authority that You made,
- v. details of the Insured Event
- vi. a brief statement of the loss,
- vi. particulars of any other insurance of the Insured Property, Your Premises or any other Property on Your Premises.
- vii. details of loss or damage under Add-ons, if any, and
- ix. submit photographs of loss or physical damage, wherever possible.

**2. Steps to prevent loss and damage**

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

**3. Immediate notice to authorities**

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

**4. Submit claim**

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

damage or loss for which you have filed your claim, whether you have purchased such other insurance, or someone else has purchased it for you.

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

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

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

**6. Fraudulent claim**

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

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

**7. Other insurance**

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

**8. Our rights relating to Insured Property**

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

**9. Recovery action by Us**

- i. When We accept and pay Your claim under the Policy, We can start legal proceedings to recover the amount or property from the third party who has caused the loss or damage to the Insured Property. You must give authority to Us to take such action and exercise this right effectively, when We request You, whether before or after making payment of Your claim. You must give all information, cooperation, assistance and help for this purpose. You must not do anything which will prejudice Our right.
- ii. Any amount We recover from such person will be applied first to the costs of the legal proceedings and recovery, then to the claim amount We have paid or must pay to You. We will pay You any balance.
- iii. You can start legal proceedings against any person who has caused the loss or damage only with Our prior consent, and on conditions that We will impose. You must not compromise or settle any claim against such person without Our consent. If You recover any amount from such person, You must return to Us the amount We have paid for Your claim. We can take over the conduct of legal proceedings that You have started and continue the proceedings in Your name.

**Clause H. Changes to covers**

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

**Clause I. Other details**

**1. Designation of Insured Property**

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

**2. Notices**

- i. We will send any notice, letter or communication in writing to You at Your address mentioned in the Policy Schedule, and to Your email address that You have registered with Us.
- ii. You will send any notice, letter, intimation or communication in writing to Us at the branch office where You purchased the Policy. You can also send it at the address mentioned in the Policy Schedule. You shall not send any notice etc. to the insurance agent, broker or any other entity. They are not authorised to receive notices etc. on Our behalf.

**3. Applicable law and jurisdiction**

This Policy will be subject to the laws of India, and to the jurisdiction of courts in India.

**SECTION 2**  
**Burglary & Robbery**

**Definitions:**

1. **Burglary:** Burglary means the unforeseen and unauthorized entry to or exit from the insured premises by aggressive means with the intent to steal the contents there from.
2. **Robbery:** Robbery means the theft of Contents at the insured premises using unforeseen, aggressive and violent means against Insured's Employees
3. **Contents:** Content means the items specified in the Schedule
4. **Safe:** Safe means a strong cabinet within the premises designed for the safe and secure storage of valuable items and access to which is restricted
5. **Strong Room:** Strong Room means a room within the premises designed for the secure storage of money and access to which is restricted.

<b>WHAT WE COVER</b>	<b>WHAT WE EXCLUDE</b>
Loss or Damages directly caused to <ul style="list-style-type: none"> <li>• 'Contents' or any part thereof whilst kept in the insured premises</li> <li>• Damage to Insured premises (including reasonable costs for damaged locks at the entry and/or exit points)</li> </ul>	<ul style="list-style-type: none"> <li>• Loss or damage from any yard, garden outbuilding (including sheds or garages not attached to the building) or any other property outside the confines of the premises unless specified in the Schedule</li> <li>• Valuables and cash in safe, unless specifically covered in the Schedule</li> </ul>

<ul style="list-style-type: none"> <li>• Loss of money contained in Safe or Strong Room</li> <li>• Loss of money from the cashier's till and/or counter</li> </ul> <p>Caused by actual or attempted burglary and/or robbery during the policy period.</p> <p>However Our liability for any one loss shall be limited to money equivalent to maximum one day's collection only or the sums mentioned in the schedule whichever is less.</p>	<ul style="list-style-type: none"> <li>• Loss or damage of motor vehicles, trailers unless shown in the schedule</li> <li>• Loss or damage in which you, your employees or any other person lawfully on or about your premises is or is alleged to be in any way concerned or implicated</li> <li>• Loss or damage resulting from an act of Riot, Strike, Malicious Damage and Terrorism</li> <li>• Damage to glass and sign boards</li> <li>• Live stock</li> <li>• Loss or damage to contents or stock when the premises are left unoccupied for more than 30 consecutive days unless the same has been reported to us in writing and our written approval obtained.</li> <li>• Contents from the safe following the use of a key to gain access to the safe, or any duplicate thereof belonging to you unless such key has been obtained by aggressive or violent means.</li> <li>• Any consequential loss or legal liability</li> <li>• First Rs 1000/- under each and every claim</li> </ul>
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**SECTION 3**
**MONEY**

WHAT WE COVER	WHAT WE EXCLUDE
<p>1.Loss of money whilst carried by you or your employees, caused during the Policy period by robbery, theft or any other fortuitous event.</p> <p>2.Loss of money caused during the Policy Period by Burglary, Housebreaking ,Robbery or Hold-Up whilst in premises during business hours or in Safe(s), Strong Room(s) at business premises outside business hours.</p>	<p>Loss of money carried by any person other than You or Your employees</p> <p>Loss of money due to pick pocketing, mysterious disappearance or unexplained shortage.</p> <p>Loss of Money unless FIR is lodged within 12 Hrs of occurrence of loss and Police Report obtained.</p> <p>Consequential loss of any nature</p> <p>Money carried out under contract of affreightment.</p> <p>Loss of money where you or your employee is alleged to be involved as a principal or accessory or is alleged to be in anyway concerned or implicated</p>

	Loss of or damage to any property which is not insured, whether belonging to you or your employee or any third party Any personal or bodily injury or mental injury or suffering of any description
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**SECTION 4**  
**Plate Glass and Neon Signs/Glow Signs**

**Definitions:**

**Plate Glass:** Plate Glass means completely and securely fixed flat glass within the Insured's 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.

**Frames and framework:** Mean a structure the immediate purpose of which is the enclosure or support of plate glass.

**Accidental:** Means a circumstance i.e. sudden, unexpected and unintentional damage not excluded under the policy

<b>WHAT WE COVER</b>	<b>WHAT WE EXCLUDE</b>
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<p>1. Any accidental loss or damage to Plate Glass/Neon Signs/Glow Signs except for those specifically excluded.</p> <p>2. Damage to frame and framework of any description following breakage of Glass and/or Neon Boards/glow signs subject to a maximum of Rs 5000/-.</p> <p>3. Following breakage of Glass, the cost of tinting, lettering, painting, embossing, silvering or any other ornamental work on the replacement Glass, provided that such costs have been included in the Sum Insured of the Glass under this Policy.</p>	<p>1. 5% of the claim amount subject to minimum of Rs 2000/-</p> <p>2. Breakage or damage during removal, alteration and repairs carried out at your premises</p> <p>3. Scratching other than the fracture extending through the entire thickness of Plate Glass</p> <p>4. Damage or breakage to Plate Glass or Neon Signs, Glow Signs which are not securely fixed.</p> <p>5. Any loss or damage caused willfully by you or your employees, or any loss or damage in which you or any person acting on your behalf is or is alleged to be involved or implicated.</p> <p>6. Any loss or damage for which the manufacturer or supplier is responsible.</p> <p>7. Any costs incurred in connection with the elimination of functional failures unless such failures were caused by an indemnifiable event</p> <p>8. Loss or damage caused by sun, rain, hail or climatic or atmospheric conditions.</p> <p>9. Fusing or burning out of bulbs and/or tubes howsoever caused</p> <p>10. Radioactive contamination: Any loss, damage or legal liability directly or indirectly caused by :</p> <ul style="list-style-type: none"> <li>(a) Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste arising from burning nuclear fuel; or</li> <li>(b) The radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment.</li> </ul> <p>11. War Risks: Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributing cause or event.</p> <p>War, invasion, act of foreign enemy hostilities or a warlike operation or</p>
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	<p>operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power.</p> <p>12. Sonic bags: Any loss, damage or legal liability directly or indirectly caused by pressure waves caused by aircraft and other flying objects travelling at or above the speed of sound.</p> <p>13. Gradually occurring losses: Loss or damage by wear and tear, depreciation, insects, vermin's, moth, fungus, corrosion, rust, atmospheric or climatic conditions ingress of water, gradually operating cause, process or cleaning, dyeing, repair, alteration or restoration.</p> <p>14. Accidental external means: Loss or damage caused by arising out of accidental external means except as specifically covered.</p> <p>15. Public Authority: Loss ,destruction or damage caused to the property insured by burning by order of any Public Authority             Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority.</p> <p>16. Riot &amp; Strike</p> <p>17. Earthquake Fire &amp; Shock.</p> <p>18. Terrorism</p> <p>19. Loss, or damage consequent upon interruption or delay of business or other loss, damage or injury arising from breaking of glass during replacement thereof.</p>
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**SPECIAL PROVISIONS APPLICABLE TO SECTION – 4****1. Basis of Claims Settlement:**

The basis of settlement shall be as under:

(a) Where a damaged item can be repaired or reinstated at a cost less than the replacement cost then we will indemnify you in respect of expenses necessarily incurred to restore the affected item as nearly as practicable to its state immediately prior to the happening of the insured event.

(b) In case of a total loss, we will pay you in respect of restoration or replacement costs. We shall not be bound to reinstate or restore exactly or completely but only as permitted by the circumstances and in a reasonably sufficient manner and to the state that existed immediately prior to the happening of the insured event.

**2. Reinstatement of Sum Insured**

Upon happening of loss or damage and subsequent settlement of claim, Sum Insured shall stand reduced by the amount of such loss paid by Us. Sum Insured shall be reinstated only upon You paying Us the pro-rata 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.

**SECTION 5**  
**Electronic Equipment Insurance****Definition:****1. Electronic Equipment:**

Electronic Equipment means the items specified in the Schedule and which are contained or fixed at or in the insured premises. This may include computer, fax machine, televisions sets or any other electronic item including accessories and/or system software.

WHAT WE COVER	WHAT WE EXCLUDE
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- Loss or damage to Electronic Equipment due to fortuitous events unless otherwise excluded
- Loss or damage to External Data Media and/or costs of restoring information and data stored therein.

**NB 1:** This cover is applicable during the period when after successful completion of their performance/acceptance test, such equipments, parts, accessories are at work or at rest or being dismantled for the purpose of cleaning, overhauling or in course of aforesaid operation themselves or when being shifted within the premises or during re-erection.

**NB 2:** We will not be liable for payment for the restoration of information and data stored in the External Data Media unless this can be achieved from a back up system for the lost data and information.

1. The first 10% or Rs 2500/- (whichever is higher) of each and every claim in respect of damage to electronic equipments and the first 5% or Rs 1000/- of any claim concerning External Data Media.
2. Damage due to faults/defects existing at the commencement of this insurance and known to You, whether such faults/defects were known to Us or not and any willful act or negligence of You or Your employees
3. Damage due to continuous influence of operation (e.g. wear and tear, cavitation, erosion, corrosion, incrustation) gradual deterioration and climatic condition other than those described and covered as insured perils in Section 1 (Fire and Allied Perils)
4. Any cost incurred in connection with elimination of functional failures unless such failures were caused by Damage covered under this Section of the Policy.
5. Damage for which the manufacturer or supplier is responsible either by law or under contract or any amount recoverable under the terms of Maintenance Agreement.
6. Damage to rented or hired equipments for which owner is responsible either by law or under lease and/or Maintenance Agreement.
7. Cost of transporting the electronic equipment to and from the place of repair.
8. Damage to consumable items (e.g. bulbs, valves, tubes, ribbons, fuses, seals, belts, wires, chains, exchangeable tools, objects made of glass, porcelain or ceramics and operating media as well as aesthetic defects like scratches etc. unless such parts are affected by an indemnifiable Damage to the insured Item itself). Damage to external antenna, dishes, masts and fittings by theft.
9. Damage arising through fitting, adjustment, repair or dismantling of any part of said equipment/installation other than by an authorised representative of an Electronic Equipment manufacturer, dealer or that of a reputed repairer.
10. Any cost required for alteration, improvement or overhaul or for making drawings, patterns and core boxes.
11. Loss or damage to electronic equipment older than 10 years from the date of manufacture.
12. Loss or damage to mobile phones or other similar communication devices
13. False programming, punching, labeling or inserting or the inadvertent canceling of

	information or data contained in External Data Media.
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**SPECIAL PROVISIONS APPLICABLE TO SECTION – 5****1. Sum Insured**

The Sum Insured shall be equal to cost of replacement of Electronic Equipment as new of same kind, type and capacity including freight, dues and custom duties and also cost of dismantling and re-erection. The value of system software also must form part of the sum insured.

**2. Claim Settlement**

The basis of claim settlement can be on either Repair basis or on a Total Loss basis. The total loss basis is adopted if the cost of repair exceeds or equals the Market Value of the Equipment immediately before the Damage.

In case of settlement on repair basis No deduction will be made for depreciation in respect of parts replaced except those with limited life.

For Total Loss Basis settlement Market Value of item will be calculated by deducting proper depreciation from the Replacement Value of item as new of same kind, type and capacity. If the damaged items become obsolete, then all cost necessary to replace the damaged item with a follow up model will be allowed.

The Sum Insured under the Policy if found to be less than the amount required to be insured as described under "Sum Insured" above, then We will pay only in such proportion as the Sum Insured bears to the amount required to be insured. Each and every item shall be subject to this condition separately.

**SECTION 6**  
**Breakdown of Business Equipments****Definition:**

**Business Equipments:** Business Equipments means the electrical and/or mechanical equipments specified in the Schedule which are contained in or fixed at the insured premises and used solely in the course of the Business:

WHAT WE COVER	WHAT WE EXCLUDE
<p>Loss or damage to Business Equipments due to unforeseen and sudden physical damage by any cause not hereinafter excluded whilst in the premises necessitating its immediate repair or replacement.</p>	<ol style="list-style-type: none"> <li>1. The first Rs 500/- or 5% of Sum Insured whichever is higher for each loss or damage. This section carries an excess of 5% of the sum insured subject to a minimum of Rs 500/- for each and every loss</li> <li>2. Damage covered under Maintenance agreement or for which manufacturer or supplier is responsible</li> <li>3. Damage resulting from overload experiment or test requiring imposition of abnormal conditions.</li> <li>4. Damage due to deterioration of or wearing away of any item caused by or as a result of normal use or exposure, atmospheric or climatic conditions, rust, corrosion, moth, vermin or insect.</li> <li>5. Gradually developing flaws, defects, cracks or partial fractures in any part not necessitating immediate stoppage, although at some future time repair or replacements of parts affected may be necessary.</li> <li>6. Damage due to faults/defects existing at the commencement of this insurance and known to You, whether such faults/defects were known to Us or not and any willful act or negligence of You or Your employees</li> <li>7. Damage to consumables such as ropes, rubber items, dies, moulds, blade, cutters, knives, exchangeable tools, engraved or impression cylinders or rolls, glass and porcelain items, ceramics, operating media, belts or wires, fabrics, anti-corrosive, non metallic linings unless such parts are affected by an indemnifiable Damage to the insured item itself</li> <li>8. Cost of transport to the repair shop and back of any Damaged item</li> <li>9. Loss or damage to Business Equipments older than 10 years from the date of manufacture</li> <li>10. Loss or damage to any Business Equipment by perils insurable under other Sections of this Policy.</li> <li>11. Loss or damages to mobile phones or other similar communication devices.</li> <li>12. Any costs incurred in connection with the maintenance of Business Equipment including parts replaced in the course of such maintenance operations.</li> </ol>

#### SPECIAL PROVISIONS

##### 1. Sum Insured

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

## **2. Claim Settlement**

The basis of claim settlement can be on either Repair basis or on a Total Loss basis. The total loss basis is adopted if the cost of repair exceeds or equals the Market Value of the Equipment immediately before the Damage.

In case of settlement on repair basis No deduction will be made for depreciation in respect of parts replaced except those with limited life.

In case of Total Loss, the claims will be settled on Market Value basis, which will be arrived at by deducting proper depreciation from the Replacement Value of item as new of same kind, type and capacity.

### **SECTION 7**

#### **Personal Accident**

#### **Definitions:-**

1. **Bodily Injury:** It means accidental physical bodily injury solely and directly caused by external, violent visible cause.
2. **Permanent Total Disablement:** The bodily injury that totally, irrevocably and absolutely prevents you from engaging in any kind of occupation.
3. **Temporary Total Disablement:** The bodily injury that prevents you from engaging in your occupation for a period not exceeding 104 weeks since the date of injury to the time you are fit enough to resume your occupation as certified by Medical Professional
4. **Permanent Partial Disablement:** The bodily injury that results in total, irrevocable, absolute and continuous loss of or impairment of a body part or sensory organ specified under the Table of Benefits.
5. **Accidental Death:** Accidental death means death resulting from Bodily Injury solely and independently of any other cause(as mentioned under "What We exclude" below) except illness directly resulting from, or medical or surgical treatment rendered necessary for such injury, occasions the death of the insured person within 12 months from the date of accident.
6. **Adventurous Sports:** Racing on wheels or horseback, big game hunting, Mountaineering, winter sports, skiing, ballooning, hand gliding, river rafting, polo and sports of similar hazard.
7. **Hazardous Activities:** Persons working in underground mines, explosives, workers involved in Electrical installation with high-tension supply, Circus personnel, persons, Stuntman in Film and persons engaged in occupations/activities of similar hazard.

<b>WHAT WE COVER</b>	<b>WHAT WE EXCLUDE</b>
Accidental bodily injury directly resulting in the death or disablement to insured person as per Table of Benefits.	<ol style="list-style-type: none"> <li>1. Natural Death</li> <li>2. Compensation under more than one of the benefits mentioned in Table of Benefits in respect of same period of disablement.</li> <li>3. Any payment in case of more than one claim under this policy during any one period of</li> </ol>

<p>The scope of coverage shall depend on the benefit selected by you and as described in the Schedule</p> <p>A) Basic Cover—Death only</p> <p>B) Wider Cover--- Death + Permanent Total Disablement + Permanent Partial Disability</p> <p>C) Comprehensive Cover --- Death + Permanent Total Disablement + Permanent Partial Disablement + Temporary Total Disablement</p> <p>We shall pay to the insured person or his/her legal personal representative / nominee, the compensation set forth in Table of Benefits (as percentage of Capital Sum Insured)</p>	<p>Insurance by which our liability in that period would exceed CSI</p> <p>4. Payment of compensation in respect of death or injury as a consequence of/resulting from</p> <ul style="list-style-type: none"> <li>a) Committing or attempting suicide, intentional self-injury.</li> <li>b) Whilst under influence of intoxicating liquor or drugs.</li> <li>c) Drug addiction or alcoholism.</li> <li>d) Whilst engaged in any adventurous sports and/or hazardous activities.</li> <li>e) Committing any breach of law with criminal intent.</li> <li>f) War, Civil War, invasion, act of foreign enemies, revolution, insurrection, mutiny, military or usurped power, seizure, capture, arrest, restraint, or detainment, confiscation, or nationalization or requisition by or under the order of any government or public authority.</li> <li>g) Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exclusion, combustion shall include any self - sustaining process of nuclear fission.</li> <li>h) The radioactive, toxic, explosive or the hazardous properties of any nuclear assembly or nuclear component.</li> </ul> <p>5. Consequential loss of any kind and/or any legal liability</p> <p>6. Pregnancy including child birth, miscarriage, abortion or complication arising there from.</p> <p>7. Participation in any naval, military or air force operations.</p> <p>8. Curative treatments or interventions</p> <p>9. Venereal or sexually transmitted diseases.</p> <p>10. HIV and or related illness.</p>
<b>TABLE OF BENEFITS</b>	<b>PERCENTAGE OF CAPITAL SUM INSURED</b>
1. Accidental Death	100
2. Permanent Total Disability:	
a) Loss of sight (both eyes)	100
b) Loss of two limbs	100
c) Loss of one limb and one eye	100
d) Permanent Total and absolute disablement as certified by Medical Practitioner.	100

3. Permanent Partial Disability		
a) Loss of sight of one eye	50	
b) Loss of one limb	50	
c) Loss of toes-all	20	
d) Great-both phalanges	5	
e) Great-one phalanx	2	
f) Other than great, if more than one toe lost each	1	
g) Loss of hearing – both ears	50	
h) Loss of hearing – one ear	15	
i) Loss of Speech	50	
j) Loss of four fingers and thumb of one hand	40	
k) Loss of four fingers	35	
f) Loss of thumb-both phalanges	25	
g) Loss of thumb-one phalanx	10	
h) Loss of index finger		
i) Three phalanges	10	
ii) Two phalanges	8	
iii) One phalanx	4	
i) Loss of middle finger		
i) Three phalanges	6	
ii) Two phalanges	4	
iii) One phalanx	2	
j) Loss of ring finger		
i) Three phalanges	5	
ii) Two phalanges	4	
iii) One phalanx	2	
k) Loss of little finger		

i) Three phalanges	4
ii) Two phalanges	3
iii) One phalanx	2
l) Loss of Metacarpals	
i) First or second (additional)	3
ii) Third, fourth or fifth (additional)	2
m) Any other permanent partial disablement	% as assessed by Medical practitioner appointed by us
4. Temporary Total disablement benefit at the rate per week	1% of C.S.I or Rs 5000/- per week whichever is lower for 104 weeks max.

SECTION 8  
 FIDELITY GUARANTEE

**Definition:**
**Employee:**

Employee means the category of persons named in the Schedule and/or persons who have entered into a contract of service with you, whether such contract of service is expressed or implied, verbal or written, but shall not include persons whose employment is of a casual nature and/or who are employed other than for the purpose of the Business.

What we cover	What we exclude
<p>Direct pecuniary loss sustained by you in consequence of any deliberate fraudulent or dishonest act of an Employee if</p> <ul style="list-style-type: none"> <li>• You are able to identify which employee is responsible</li> <li>• The employee's dishonesty happens during the period of insurance</li> <li>• The loss is reported to the police immediately upon discovery</li> </ul> <p><b>NB: 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 us in diminution or extinction of any loss control) shall be applied by you against the amount payable by us in diminution or extinction of any loss.</b></p>	<ol style="list-style-type: none"> <li>1. Any act of employee dishonesty committed by a person whom you knew to be dishonest</li> <li>2. Any loss resulting directly or indirectly from trading in securities : whether in your name or in a genuine or fictitious account</li> <li>3. Losses reported after 90 days from the date of cancellation or expiry of the policy period</li> <li>4. Consequential loss of any kind</li> <li>5. Legal liability of any kind</li> <li>6. Any expenses incurred by you in establishing the existence of or quantification of any fact or loss giving rise to a claim under this policy</li> <li>7. Any loss sustained before the retroactive date or more than 2 years before the date of first discovery, whichever may be later</li> </ol>

**SPECIAL CONDITION APPLICABLE TO SECTION 8:**

We will not be liable for and no indemnity will be provided by us in respect of any loss arising in circumstances where:

- You carry on any business other than the Business stated in the proposal
- The duties or terms of service Employees differ from those described in the proposal
- The precautions and checks for ensuring the accuracy of your accounts are not the same as described in your proposal

**SECTION - 9**  
**Public Liability**
**Definitions:**
**1. Damages:**

Damages means monetary sum payable by you pursuant to judgments or awards and/or settlements negotiated by or on behalf of you, but shall not include fines, penalties, punitive damages or any other amount for which you are legally liable.

**2. Defense Costs:**

Defense Costs means the expenses incurred by you or on your behalf in the investigation or settlement or defense of a claim and shall include legal costs and disbursements.

**3. Limit of liability:**

Limit of Liability means the amount stated in the schedule which shall be our maximum liability under this section (inclusive of Damages and/or Defence Costs, and regardless of the number of claimants or the total number or amount of Claims made against you) for any one Claim and in the aggregate for all Claims made during the Policy Period.

WHAT WE COVER	WHAT WE EXCLUDE
<p>Damages including the Defence costs incurred by you against</p> <ul style="list-style-type: none"> <li>(a) Third Part Property Damage</li> <li>(b) Third Party injury/death</li> </ul> <p>Caused in the course of the Business by an accident in your business premises if notified during the policy period.</p>	<ol style="list-style-type: none"> <li>1. Any liability arising out of a contractual obligation.</li> <li>2. Any accident arising out of wilful or intentional non-compliance of any statutory regulations.</li> <li>3. Any bodily injury of any person under a contract of employment with you, your contractors or sub-contractors arising out of and in the course of employment</li> <li>4. Consequential loss of any kind</li> <li>5. Libel, slander, false arrest, wrongful eviction, wrongful detention, defamation including mental injury, shock resulting there from.</li> <li>6. Liability arising out of Vehicles covered under Indian Motor Vehicle Act.</li> <li>7. Damage to property belonging to third parties that is rented, leased or under hire –purchase agreement or on loan to you</li> <li>8. Damage to property belonging to third party handled by you by way of your trade or worked upon by or in your care, custody or control.</li> <li>9. Pollution of any kind</li> <li>10. Any Liability under the Public Liability Insurance Act which attaches liability on a no fault basis</li> </ol>

	11. Product Liability  12. Injury and/or damage occurring prior to the Retroactive Date stated in the Schedule. 13. Any claim directly or indirectly connected to earthquake, typhoon, cyclone, flood or other convulsions of nature or atmospheric disturbances
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**SPECIAL PROVISION APPLICABLE TO SECTION 9:**

You shall not admit liability for or settle or compromise or make or promise any payment in respect of any claim which may be the subject of an indemnity under the policy or incur any costs or expenses in connection therewith without the prior written consent from us.

We shall be entitled (but in no case obliged) to take over and conduct the investigation, defense and /or settlement of any claim. For this purpose you shall give all the information, documentation, records and other assistance to our representatives. Having taken over the defense of any claim, we may in our sole and absolute discretion relinquish the same.

**SECTION 10**  
**Employee's Compensation**

WHAT WE COVER	WHAT WE EXCLUDE
Legal compensation incurred by you under the Employee's Compensation Act 1923 or any amendment thereto or under Fatal Accidents Act, 1855 or under Common Law in respect of accidental death, bodily injury, illness or disease to any employee mentioned in the Schedule during the Policy Period arising out of and in the course of employment.	1. Any interest and/or penalty imposed on account of failure to comply with requirements laid down under Employee's Compensation Act 1923 and subsequent amendments of the said Act. 2. Liability to employees of your contractors or sub-contractors 3. Any liability by virtue of an agreement, which would not have been attached in the absence of such agreement. 4. Any sum which you would have been entitled to recover from any party but for an agreement between you and such party. 5. Occupational diseases contracted by an employee 6. Any injury by accident or disease directly attributable to war / nuclear risks/act of terrorism.

**SECTION 11**  
**BUSINESS INTERRUPTION**

**DEFINITIONS APPLICABLE TO THIS SECTION**

<b>Indemnity Period</b>	The period beginning with the occurrence of the Damage and ending not later than 12 months thereafter during which the result of the business shall be affected in consequence of the Damage.
<b>Revenue</b>	The money paid or payable to you for goods sold and delivered and for services rendered in course of the business at the Premises less the relative amounts in respect of the purchase of goods
<b>Standard Revenue</b>	The Revenue during the period in the twelve months immediately before the date of the damage which corresponds with the Indemnity period. To which such adjustments shall be made as may be necessary to provide for the trend of the business and for variations in or special circumstances affecting the business either before or after the damage or which would have affected the business had the damage not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the damage would have been obtained during the relative period after the damage.
<b>Annual Revenue</b>	The Revenue during the period in the twelve months immediately before the date of the damage which corresponds with the Indemnity Period
<b>Limit of Liability</b>	Our maximum liability under this Section in respect of each item as stated in the Schedule for any one Period of Insurance.

<b>WHAT WE COVER</b>	<b>WHAT WE EXCLUDE</b>
<p>If Your Business is interrupted because of a loss or damage to the Premises by any of insured perils under Section1 for which valid claim is payable under this Policy, We will pay for the loss resulting from the interruption in respect of the following items in accordance with the Basis of Settlement and the Limit of Liability.</p> <p>(a) Loss of Revenue            (b) Increase in cost of working</p>	<p>Loss arising out of, caused by, occasioned by, attributable to or howsoever connected to:</p> <ol style="list-style-type: none"> <li>1 any period of Interruption not solely attributable to an insured event under Section1;</li> <li>2 the loss or absence of any securities, obligations or documents of any kind, stamps, coins or paper-money, cheques, books of Account or other business books, computer systems or records;</li> <li>3 the loss or absence of any manuscripts, plans, drawings, designs, patterns, models, or moulds;</li> </ol>
<b>BASIS OF SETTLEMENT</b>	
<p>The amount payable as indemnity shall be,</p> <p>(a) In respect of loss of Revenue: the amount by which the Revenue during the Indemnity Period shall, in consequence of the damage, fall short of the Standard Revenue.</p> <p>(b) In respect of Increase in cost of working: the additional expenditure necessarily and</p>	

<p>reasonably incurred for the sole purpose of avoiding or diminishing the loss in Revenue which but for the expenditure would have taken place during the Indemnity Period in consequence, but not exceeding the amount of the reduction in Revenue thereby avoided.</p>	<p>4 the action or inaction of any public authority;</p>
<p>Less any sum saved during the Indemnity Period in respect of such of the working expenses and standing charges of the business as may cease or be reduced in consequence of the damage.</p>	<p>5 lack of funds on any account whatsoever;</p>
<p>Provided that if the Limit of Liability by this item be less than the Annual Revenue, the amount payable shall be proportionately reduced.</p>	<p>6 a change to the Business or the Insured Premises after the effective date of this endorsement whereby the risk has been increased, unless the we have expressly acknowledges such change and confirmed in writing that the cover provided by us remains in force.</p>

#### **SPECIAL CONDITIONS:**

1. If during the Indemnity Period goods shall be sold or services shall be rendered elsewhere than at the Premises for the benefit of the business either by You or by others on Your behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Revenue during the Indemnity Period.
2. If You declare at the latest 12 months after the expiry of any Period of Insurance, that the Revenue earned during the accounting period of 12 months most nearly concurrent with any Period of Insurance, as certified by Your Auditors, was less than the Limit of Liability thereon, a pro-rata return of premium not exceeding 50% of the premium paid on such Insured for such Period of Insurance shall be made in respect of the difference. Where, however, the declaration is not received by Us within 12 months after the expiry of the period of Insurance, no refund shall be admissible. If any damage has occurred giving rise to a claim under this policy such return shall be made in respect only of said difference, as is not due to such damage.
3. **Average:** If the actual value of Saleable Items as at the date of the insured event under Section 1 exceeds the Sum Insured specified in the Schedule, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss accordingly.

#### **GENERAL CONDITIONS APPLICABLE TO SECTION 11**

The cover afforded shall cease if:

- a. the Business is wound up or carried on by a liquidator or receiver or permanently discontinued;
- b. Your interest in the Business ceases otherwise than by death;
- c. **Notification of Claims**

It is a condition precedent to our liability that, upon the happening of any event giving rise to or likely to give rise to a claim under this endorsement, you shall:

- i. immediately and in any event within 7 days give written notice of the same to us at the address shown in the Schedule for this purpose, and in case of notification of an event likely to give rise to a claim to specify the grounds for such belief, and
- ii. 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, and
- iii. not later than 30 days after the expiry of the Indemnity Period, at your own expense, deliver to us a written statement setting forth full particulars of your claim, and
- iv. at your expenses produce or procure and give to us such documents, proofs, information, explanations and other evidence as we may reasonably require 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.

#### GENERAL CONDITIONS

(APPLICABLE TO ALL SECTIONS OF THE POLICY EXCEPT TO THE EXTENT SPECIFICALLY VARIED UNDER SUCH SECTIONS)

##### **1. Notice:**

Every notice and communication to us required by or in respect of this policy shall be in writing.

##### **2. Reasonable care:**

You must take all reasonable steps to protect the property insured, prevent damage or accidents and maintain the property insured in a sound condition.

##### **3. Mis-description:**

This Policy shall be void and premium paid shall be forfeited in the event of mis-representation, mis-description or non-disclosure of any materials facts by you or your representative.

##### **4. Alteration of Risk:**

The cover afforded under this policy shall be suspended and no payment shall be made hereunder if:

(a) You carry on any business at the insured premises other than the business stated in the proposal

(b) There is any material change in the facts and matters stated in the proposal

(c) The ownership of the building/stocks/contents passes from you to any other person or entity otherwise than by the operation of the law of succession as applicable.

### **5 A) Claims Procedure:**

A) In the event of any circumstances likely to give rise to a claim you must:

Take steps to minimize the Damage and protect /safe guard damaged property from further loss or damage.

(a) Intimate us as soon as reasonably possible, but in any event within 15 days of the date of the incident. However in respect of loss or damage under Section 2 (Burglary and Robbery) and Section 3 (Money), the loss must be reported within 24 hours of the happening of any insured event.

- (b) Lodge complaint with the local police immediately.
- (c) Take all reasonable steps to recover any property which has been lost and protect /safe guard damaged property from further loss or damage
- (d) Provide without expense to us, all proofs, certificates, evidence, assistance or information which we may reasonably require

B) The documents normally required to be submitted in the event of a claim are :

1. Duly completed Claim form
2. Copy of First Information Report
3. Estimate of loss / repairs
4. Invoice/ Bills/Receipts
5. Fire Brigade Report in respect of fire claims.
6. Any other details/documents called for a specific loss

### **C) RIGHTS AND RESPONSIBILITIES:**

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

- a) enter and take 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 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 exercise of its powers hereunder, all the benefits under the 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 B) BASIS OF CLAIMS SETTLEMENT:**

UNLESS OTHERWISE SPECIFICALLY STATED UNDER THE RESPECTIVE SECTION, THE BASIS OF SETTLEMENT SHALL BE AS UNDER:

Where a damaged item can be repaired or reinstated at a cost less than the replacement cost then we will indemnify you in respect of expenses necessarily incurred to restore the affected item as nearly as practicable to its state immediately prior to the happening of the insured event.

In case of a total loss, we will pay you in respect of restoration or replacement costs. We shall not be bound to reinstate or restore exactly or completely but only as permitted by the circumstances and in a reasonably sufficient manner and to the state that existed immediately prior to the happening of the insured event.

Unless otherwise expressly stated in particular section, If the value of the insured property shall at the time of any insured event be collectively of greater value than the sum insured thereon then you shall be considered as your own insurer of the difference and shall bear a rateable proportion of the loss or damage. Each item if more than one shall be separately subject to this condition.

#### **6. Cancellation**

This policy may be terminated by You at any time by giving Us notice in writing. If You cancel the policy, We will

- a) Refund the proportionate premium for unexpired policy period, if the term of the policy is up to one year and there is no claim(s) made during the policy period.
- b) Refund the premium for the unexpired policy period, if the term of the policy is more than one year and the risk coverage for such policy years has not commenced.

We can cancel this policy during the policy period by giving notice of minimum 7 days to You only on the grounds of established fraud committed by You.

#### **7. Fraud**

If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof or if any fraudulent means or devices are used by you or anyone acting on your behalf to obtain any benefits under the policy or if loss or damage be occasioned by the willful act or with your connivance, all benefits under this policy shall be forfeited.

#### **8. Contribution**

If at the time of any loss or damage happening to any property hereby insured there be any other subsisting insurance or insurances, whether effected by you or by any other person on your behalf covering the same property We shall not be liable to pay or contribute more than its rateable proportion of such loss .

#### **Subrogation**

You shall at our expense do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by us for the purpose of enforcing any rights and remedies or obtaining relief or indemnify from the other parties to which we shall be or would become entitled or subrogated upon our paying 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 we indemnify your loss or damage

## **10. Arbitration**

**For Individual insured and their families** – Arbitration Clause is not applicable.

**For other insureds such as entities other than individuals and will include firms, companies, trusts etc.**

**Arbitration Clause** – “The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.”

## **11. Disclaimer Clause**

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

## **12. Geographical Limits:**

The Geographical Limit of this Policy and jurisdiction shall be India. All claims under this policy shall be settled in Indian Rupees only.

## **14. Salvage :**

Salvage is the amount that is assessed which the damaged asset will fetch in the open market. This amount is deducted from the claim amount.

## **13. Renewal:**

We agree to renew the policy on payment of renewal premium. However we may exercise our option not to renew the policy on grounds of fraud, misrepresentation, or suppression of any material fact either at the time of taking the policy or any time during the currency of the earlier policies or bad moral hazard.

## **14. Grievance Redressal:**

At the outset, we thank you for choosing Magma General Insurance Limited. as your insurance provider and hope we are able to meet and exceed your expectations. We also hope that the policy delivered to you is in

line with your proposal for insurance. We want to reiterate that providing top class customer service is our motto and we are committed to deliver the same. In case you have any queries/ requests/ clarifications, you can get in touch with our nearest branch or your insurance agent for the same. We request you to quote your policy number in all your communications to us.

In case, you remain dissatisfied with our response, we have a defined grievance handling procedure as below:

The Grievance Redressed Cell of the Company looks into complaints from policyholders. Insured may approach the person nominated as 'Grievance Redressed Officer' with the details of their grievance:

Please write to us at [customercare@magmainsurance.com](mailto:customercare@magmainsurance.com), or at the following address:

**Customer Service Officer**

Magma General Insurance Limited

Equinox Business Park,

Tower 3, Ambedkar Nagar, 2nd Floor, Unit Number 1B & 2B, LBS Marg, Kurla (West), Mumbai - 400070, Maharashtra, India.

An acknowledgement will be sent from the Grievance Redressed Cell within 3 days of receipt of any complaint. Every complaint will be registered, numbered, internally assigned, investigated and the Company's response notified within 15 days of receipt of complaint.

Grievance may also be logged at IRDAI Integrated Grievance Management system:

<https://bimabharosa.irdai.gov.in>

Further, the Insured may approach the nearest Insurance Ombudsman for redressal of the grievance, if he / she remains dissatisfied with the resolution provided by The Company. List of Ombudsman offices with contact details are attached for ready reference. You may approach the office of Insurance Ombudsman once the stipulated period of 30 days from date of filing the complaint is over. For updated status, please refer to websites [www.irdai.gov.in](http://www.irdai.gov.in) or [https://www.cioins.co.in/](http://www.cioins.co.in/)

Office of the Ombudsman	Contact Details	Jurisdiction
<b>AHMEDABAD</b>	Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad - 380 001. Tel.: 079 - 25501201/02/05/06 Email: <a href="mailto:bimalokpal.ahmedabad@cioins.co.in">bimalokpal.ahmedabad@cioins.co.in</a>	Gujarat and Union Territories of Dadra & Nagar Haveli, Daman and Diu.
<b>BENGALURU</b>	Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru - 560 078. Tel.: 080 - 26652048 / 26652049 Email: <a href="mailto:bimalokpal.bengaluru@cioins.co.in">bimalokpal.bengaluru@cioins.co.in</a>	Karnataka

<b>BHOPAL</b>	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal - 462 003. Tel.: 0755 - 2769201 / 2769202 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh and Chhattisgarh.
<b>BHUBANESHWAR</b>	Office of the Insurance Ombudsman, 62, Forest Park, Bhubneshwar - 751 009. Tel.: 0674 - 2596461 / 2596455 Email: bimalokpal.bhubaneswar@cioins.co.in	Odisha
<b>CHANDIGARH</b>	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 - D, Chandigarh - 160 017. Tel.: 0172 - 2706196 / 2706468 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana (excluding Gurugram, Faridabad, Sonepat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh
<b>CHENNAI</b>	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI - 600 018. Tel.: 044 - 24333668 / 24335284 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry)
<b>DELHI</b>	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi - 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@cioins.co.in	Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonepat & Bahadurgarh
<b>GUWAHATI</b>	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati - 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
<b>HYDERABAD</b>	Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi- Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 67504123 / 23312122 Email: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry
<b>JAIPUR</b>	Office of the Insurance Ombudsman, Jeevan Nidhi - II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@cioins.co.in	Rajasthan

<b>ERNAKULAM</b>	Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry
<b>KOLKATA</b>	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Email: bimalokpal.kolkata@cioins.co.in	West Bengal, Sikkim and Union Territories of Andaman and Nicobar Islands.
<b>LUCKNOW</b>	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Braihai, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajganj, Santakbirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharthnagar
<b>MUMBAI</b>	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 69038821/23/24/25/26/27/28/28/29/30/31 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region (excluding Navi Mumbai & Thane)
<b>NOIDA</b>	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: bimalokpal.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
<b>PATNA</b>	Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand
<b>PUNE</b>	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.: 020-41312555 Email: bimalokpal.pune@cioins.co.in	Maharashtra, Areas of Navi Mumbai and Thane (excluding Mumbai Metropolitan Region)

**GENERAL EXCLUSIONS (APPLICABLE TO ALL SECTIONS)**

**1) Radioactive contamination:**

Any loss, damage or legal liability directly or indirectly caused by:

- (a) Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste arising from burning nuclear fuel; or
- (b) The radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment.

**2) War Risks:**

Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributing cause or event.

War, invasion, act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power.

**3) Sonic bangs:**

Any loss, damage or legal liability directly or indirectly caused by pressure waves caused by aircraft and other flying objects traveling at or above the speed of sound.

**4) Pollution and/or Contamination:**

Loss, destruction or damage caused to the insured property by pollution or contamination excluding

- Pollution or contamination which itself results from a peril hereby insured against
- Any peril hereby insured against which itself results from pollution or contamination

**5) Gradually occurring losses:**

Loss or damage by wear and tear, depreciation, insects, vermins, moth, fungus, corrosion, rust, atmospheric or climatic conditions ingress of water, gradually operating cause, process or cleaning, dyeing, repair, alteration or restoration.

**6) Wilful Act:**

Loss or damage caused by or arising out of wilful act of the insured or any person acting on his/her behalf including circumstance, fact or matter you are or ought to be reasonably aware prior to the commencement of this contract.

**7) Accidental External means:**

Loss or damage caused by arising out of accidental external means except as specifically covered under respective sections.

**8) Consequential Losses**

Loss by delay, loss of market, loss of goodwill and / or any other consequential or indirect loss or damage not covered under Section 11.

**9) Public Authority**

- Loss , destruction or damage caused to the property insured by burning by order of any Public Authority
- Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority.

**10) Liability;**

a) Liability more specifically insured elsewhere

b) Liability arising out of Asbestosis or any matter related to or arising out of the sale, manufacture, production, distribution or the like of asbestos.