

MOTOR DEALER'S PACKAGE POLICY (RETAIL)

POLICY WORDING

Whereas the **Insured** has made to Magma HDI General Insurance Company Ltd (hereinafter called the "**Company**"), a proposal which is hereby agreed to be the basis of this **Policy** and has paid the premium specified in the **Schedule**, the **Company** agrees, subject always to the following terms, conditions, exclusions, and limitations, to indemnify the **Insured** in excess of the amount of the **Deductible** and subject always to the **Sum Insured** and/or **Limit of Indemnity** as specified in the **Schedule** against each operative Cover or each sub-limit of the **Sum Insured** or the **Limit of Indemnity**, as the case may be, against such loss as is herein provided.

A Definitions

The following words or terms shall have the meaning ascribed to them wherever they appear in this Policy, and references to the singular or to the masculine shall include references to the plural and to the female wherever the context so permits:

- **Insured** means the Motor Dealer named in the **Schedule**.
- **Insured Premises** means the property named in the **Schedule** from which the **Insured** operates his **Business**.
- **Policy** means the **Proposal**, the **Schedule**, the **Policy document** and any **Endorsements** attaching to or forming part thereof either on the effective date or during the **Policy Period**.
- **Policy Period** means the period between the commencement date and the expiry date shown in the **Schedule**.
- **Schedule** means the **Schedule** attached to and forming part of this **Policy**.
- **Sum Insured** means the amount stated in the **Schedule**, which is (save as expressly stated to the contrary) the maximum amount (regardless of the number of amount of claims made or the number of the Insureds who make a claim) for any one claim and in the aggregate for all claims for which the **Company** will make payment in relation to the Cover to which the **Sum Insured** relates during the **Policy Period**.
- **Limit of Indemnity** means the amount stated in the **Schedule**, which shall be the **Company's** maximum liability under this **Policy** (inclusive of **Damages** and/or **Defence Costs**, and regardless of the number of Insureds or claimants or the total number or amount of **Claims** made against the Insured) for any one **Claim** and in the aggregate for all **Claims** made against the **Insured** during the **Policy Period**.
- **Deductible** means the amount stated in the **Schedule** which shall be borne by the **Insured** in respect of each and every claim made under this **Policy**. The **Company's** liability to make any payment under the **Policy** is in excess of the **Deductible**.
- **Damages** means monetary sums payable pursuant to judgments or awards and/or settlements negotiated by or on behalf of the **Insured**, but shall not include fines, penalties, punitive damages, exemplary damages, non-pecuniary relief, taxes, or any other amount for which an **Insured** is not financially liable, or which is without legal

recourse to the **Insured**, or any matter that may be or be deemed to be uninsurable under Indian law.

- **Contents** means the items specified in the **Schedule**.
- **Valuables** means:
 - gold or silver or any precious metals or articles made from any precious metals;
 - watches or jewellery or precious stones or models or coins or curios, sculptures, manuscripts, stamps, collections of stamps, rare books, medals, moulds, designs or any other collectibles;
 - deeds, ATM cards, credit cards, charge cards, bonds, bills of exchange, bank, treasury or promissory notes, cheques, money, securities, or any other negotiable instrument.
- **Plate Glass** means the glass described in **Schedule**.
- **Burglary** means theft following unforeseen and unauthorised entry to or exit from the **Insured Premises** by aggressive and detectable means.
- **Named Insured** for the purposes of Cover [11]: Personal Accident means the person or persons named in the **Schedule**.
- **Accident** or **Accidental** means a sudden, unintended, fortuitous visible and external event.
- **Bodily Injury** means physical bodily harm or injury, but does not include any mental Sickness, disease or illness.
- **Physician** means a qualified medical practitioner holding a valid and subsisting license, granted by the appropriate licensing authority, and acting within the scope of his license.
- **Permanent Total Disability** means a **Physician** certified total, continuous and permanent:
 - loss of sight of both eyes;
 - physical separation of or loss of ability to use both hands or both feet;
 - physical separation of or loss of ability to use one hand and one foot;
 - loss of sight on one eye and physical separation of or loss of ability to use either one hand or one foot.
- **Electronic Equipment** mean the items specified in the **Schedule** and which are contained or fixed at or in the **Insured Premises**.
- **Property Damage** means actual physical damage to tangible material property belonging to a third person.

- **Pollution** means and includes pollution or contamination by solids, liquids, gaseous or thermal irritants, contaminants, smoke, vapour, soot, fumes, acids, alkalis, radioactive and/or nuclear material, chemical or waste materials (including but not limited to any materials to be recycled, reconditioned or reclaimed) or otherwise of atmosphere, water, soil or other tangible material property.
- **Business** means the business of the **Insured** specified in the **Schedule**.
- **Robbery** means the theft of **Contents** at the **Insured Premises** using unforeseen, aggressive and violent means against the **Insured's Employees**..
- **Authorised Employee** means an employee as named in the **Schedule** who is specifically entrusted with Money In Transit.
- **Employee Sum Insured** means the amount specified in the **Schedule** against the name of an **Employee** which, subject to the **Limit of Indemnity**, shall be the **Company's** maximum liability for any and all claims in respect of that **Employee**.
- **Employee** means, only in case Cover [10]; Fidelity is availed, the category of employees named in the **Schedule** and/or persons who have entered into a contract of service with the **Insured**, whether such contract of service is expressed or implied, verbal or written, but shall not include persons or persons within a category of employees whose employment is of a causal nature and/or who are employed other than for the purposes of the **Business**. Otherwise, **Employee** means a person who has entered into a contract of service with the **Insured**, whether such contract of service is expressed or implied, verbal or written, but shall not include a person whose employment is of a causal nature and/or who is employed other than for the purposes of the **Business**..
- **Claim** means the receipt by the **Insured** of any written or verbal notice of demand for compensation or rectification made by or on behalf of a third party against the **Insured**, and/or any suit, claim, petition, writ, statement of claim, claim form, summons, application or other originating legal or arbitral process, cross-claim, counterclaim or third or similar party notice served upon the **Insured**.
 - All **Claims** resulting from one and the same act, error or omission, or a series of acts errors or omissions arising out of the same cause or event, or caused by continuous or repeated exposure to substantially the same harmful conditions, shall jointly constitute one **Claim** under this **Policy** and as having been made at the time when the first **Claim** was made in writing. The coverage for such **Claims** shall expire 3 years after the first **Claim** of such series has been notified to the **Company**.
- **Safe** means a strong cabinet within the **Insured Premises** designed for the safe and secure storage of valuable items, and access to which is restricted.
- **Product** means any tangible material property which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the **Insured** and which has left his possession, custody or control. This shall not apply to food and beverages supplied by or on behalf of the **Insured** to his **Employees** as a staff benefit.

- **Strong Rooms** means a room within the **Insured Premises** designed for the secure storage of money, and access to which is restricted.
- **In transit** means any mode of transportation of money for the payment of wages, salaries and other earnings or for petty cash directly between a bank and/or the **Insured Premises** and/or a Point **In Transit** by the **Insured** or an **Authorised Employee** from the time money is received at the bank and/or the **Insured Premises** and/or a Point **In Transit** by the **Insured** or an **Authorised Employee** until delivered to the bank and/or the **Insured Premises** and/or a Point **In Transit** by the **Insured** or an **Authorised Employee**.
- **Defence Costs** means the expenses incurred by or on behalf of the **Insured** or the **Company** in the investigation or settlement or defence of a **Claim** and shall include legal costs and disbursements.
- **Business Equipment** means the items specified in the **Schedule** which are contained in or fixed at the **Insured Premises** and used solely in the course of the **Business**.
- **External Data Media** means the items specified in the **Schedule**, which are located at or fixed in the **Insured Premises**.
- **Motor Vehicle** means any mechanically propelled vehicle adapted for use upon roads whether the power of propulsion is transmitted thereto from an external or internal source and includes a chassis to which a body has not been attached but does not include a vehicle running upon fixed rails or a vehicle of a special type adapted for use only in a factory.

B. Coverage

Cover 1: Fire & allied perils - Building and Contents (excluding valuables)

The **Company** will indemnify the **Insured** in respect of loss of or damage to the Building and its **Contents** in the **Insured Premises** specified in the **Schedule** against

- 1.1 Fire, excluding destruction or damage caused to the property insured by
 - 1.1.1 Its own fermentation, natural heating or spontaneous combustion.
 - 1.1.2 Its undergoing any heating or drying process.
 - 1.1.3 Burning of property insured by order of any Public Authority.
- 1.2 Lightning
- 1.3 Explosion/Implosion, excluding loss, destruction of or damage:
 - 1.3.1 to boilers (other than domestic boilers), economisers or other vessels, machinery or apparatus (in which steam is generated) or their contents resulting from their own explosion/implosion,
 - 1.3.2 caused by centrifugal forces.

- 1.4 Aircraft Damage: Loss, Destruction or damage caused by Aircraft, other aerial or space devices and articles dropped therefrom excluding those caused by pressure waves.
- 1.5 Riot, Strike, Malicious and Terrorism Damage: Loss of or visible physical damage or destruction by external violent means directly caused to the property insured but excluding those caused by
 - 1.5.1 Total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.
 - 1.5.2 Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority.
 - 1.5.3 Permanent or temporary dispossession of any building or plant or unit or machinery resulting from the unlawful occupation by any person of such building or plant or unit or machinery or prevention of access to the same.
 - 1.5.4 Burglary, housebreaking, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any malicious act.
- 1.6 Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation: Loss destruction or damage directly caused by storm, cyclone, typhoon, tempest, hurricane, flood or inundation excluding those resulting from earthquake, volcanic eruption or other convulsions of nature.
- 1.7 Impact Damage: Loss of or visible physical damage or destruction caused to the property insured due to impact by any Rail/ Road vehicle or animal by direct contact not belonging to or owned by:
 - 1.7.1 the Insured or any occupier of the premises or
 - 1.7.2 their employees while acting in the course of their employment.
- 1.8 Subsidence and Landslide including Rock slide: Loss, destruction or damage directly caused by Subsidence of part of the site on which the property stands or Land slide/Rock slide excluding:
 - 1.8.1 the normal cracking, settlement or bedding down of new structures
 - 1.8.2 the settlement or movement of made up ground
 - 1.8.3 coastal or river erosion
 - 1.8.4 defective design or workmanship or use of defective materials

1.8.5 demolition, construction, structural alterations or repair of any property or groundworks or excavations.

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

1.10 Missile Testing operations

1.11 Leakage from Automatic Sprinkler Installations, excluding loss, destruction or damage caused by:

1.11.1 Repairs or alterations to the buildings or premises

1.11.2 Repairs, Removal or Extension of the Sprinkler Installation

1.11.3 Defects in construction known to the Insured.

1.12 Bush Fire, excluding loss, destruction or damage caused by Forest Fire.

1.13 Earthquake Fire & Shock

1.14 The **Company** shall not be liable in respect of

1.14.1 loss of or damage to articles of consumable nature other than those for sale.

1.14.2 loss of or damage to **Valuables**, livestock, motor vehicles and pedal cycles. Coverage under this section however does not exclude petty cash in the premises upto a limit of Rs.2,500/- provided the same is specifically insured.

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

1.14.4 loss, destruction or damage to any electrical machine, apparatus, fixture or fitting arising from or occasioned by overrunning, excessive pressure, short circuiting, arcing, self heating or leakage of electricity from whatever cause (lightning included) provided that this exclusion will apply only to the particular electrical machine, apparatus, fixture or fittings which may be destroyed or damaged by fire so set up.

1.14.5 Expenses necessarily incurred on

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

1.14.6 loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.

1.14.7 loss or damage by spoilage resulting from the retardation or interruption or cessation of any process or operations caused by the operation of any of the perils covered.

1.14.8 loss by theft during or after the occurrence of any insured peril except as provided under riot, strike, malicious and terrorism damage cover.

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

1.15 Special Condition Applicable to Cover 1

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

1.16 At the time of payment of any claim hereunder the **Company** will reinstate the **Sum Insured** to the level that existed at the commencement date of the **Policy Period** and the **Company** will deduct from the claim settlement an amount representing the reinstatement premium payable, which shall be calculated by reference to the cost of replacement of the neon sign or glow sign with a neon sign or glow sign of the same type, quality and capacity for the unexpired period of the **Policy**. If the **Insured** opts in writing not to reinstate the **Sum Insured** hereunder, then the **Sum Insured** shall stand reduced by the amount of any claim payment made by the **Company**.

1.17 **Excess:** An amount equivalent to 5 % of each claim for Act Of God perils (Lightning, Storm, Flood, Tempest, Inundation and the like, subsidence, landslide, rockslide, Earthquake) subject to a maximum of Rs 25,000/- will be deducted from each and every claim. For a claims arising out of other perils the excess will be Rs.10,000/-

Cover 2: Burglary & Housebreaking – Contents

The Company will indemnify the Insured in respect of:

2.1.1 the loss of or damage to **Contents** or any part thereof other than **Motor Vehicles** whilst contained in the **Insured Premises** caused by actual or attempted **Burglary** and/or **Robbery** during the **Policy Period**;

2.1.2 damage to the **Insured Premises** (including the reasonable costs incurred by the **Insured** for changing damaged locks at the entry and/or exit points to the **Insured Premises** and at internal entry and/or exit points) caused by actual or attempted **Burglary** during the **Policy Period**, and

2.2 The coverage provided hereunder includes the loss of money caused by:

2.2.1 actual or attempted **Burglary** during the **Policy Period** but only if the money is contained in a **Safe or Strong Room** whilst the **Insured Premises** are unoccupied, and

2.2.2 **Robbery** during the **Policy Period** from the cashier's till and/or counter and/or in safe in the **Insured Premises** during business hours but only if the money is in the custody and care of a responsible **Employee** entrusted with the work of handling money.

2.3 **Specific Conditions Applicable to Cover 2**

2.3.1 It is a condition precedent to the **Company's** liability hereunder that the Insured shall:

2.3.1.1 immediately and in any event within 24 hours of the happening of any insured event giving rise to or likely to give rise to any claim under this **Policy** give written notice to the **Company** to the address shown in the **Schedule**, and in the case of the notification of an event likely to give rise to a claim, the **Insured** shall specify in writing the grounds for holding such belief;

2.3.1.2 immediately and in any event within 24 hours lodge a complaint with the police detailing the items and/or money lost in respect of which the **Insured** intends to submit a claim, and within the same period provide a copy of that written complaint, the First Information Report to the **Company**;

2.3.1.3 within 14 days deliver to the **Company** a detailed written statement of the items and/or money lost and an estimate of the quantum of any claim along with all documentation required to support and substantiate the amount sought from the **Company**;

2.3.1.4 expeditiously provide the **Company** and its representatives and appointees with all the information, assistance and documentation that they might reasonably require;

2.3.1.5 take all reasonable steps to identify the perpetrators of the **Robbery** and/or **Burglary** and discover and recover any **Contents** and/or money lost.

2.3.2 The **Insured** shall maintain a contemporaneous account of money held in a **Safe** or **Strong Room** and keep the same securely in some place other than the **Safe** or **Strong Room**. The liability of the **Company** (subject to the **Limit of Indemnity**) shall be limited to a sum not exceeding the amount shown in the aforesaid account, which shall be produced to the **Company** in the event of a claim.

2.3.3 At the time of payment of any claim hereunder the **Company** will reinstate the **Limit of Indemnity** to the level that existed at the commencement date of the **Policy Period** and the **Company** will deduct from the claim settlement an amount representing the reinstatement premium payable, which shall be calculated by reference to the cost of replacement of the neon sign or glow sign with a neon sign or glow sign of the same type, quality and capacity for the unexpired period of the **Policy**. If the **Insured** opts in writing not to reinstate the **Limit of Indemnity** hereunder, then the **Limit of Indemnity** shall stand reduced by the amount of any claim payment made by the **Company**.

2.4 **Special Exclusions Applicable to Cover 2**

No indemnity is available hereunder and the **Company** shall not be liable for:

2.4.1 **Valuables** unless specifically covered;

2.4.2 any claim in which the **Insured**, any employee or any other person lawfully on or about the **Insured Premises** is or is alleged to be in any way concerned or implicated;

2.4.3 any consequential losses of any kind, be they by way of loss of profit, business interruption, market loss or otherwise, and any other legal liability of any kind;

- 2.4.4 **Contents** from any **Safe** or **Strong Room** following the use of a key to gain access thereto, or any duplicate thereof belonging to the **Insured** unless such key has been obtained by **Robbery**;
- 2.4.5 loss of or damage to livestock, motor vehicles, trucks, trailers and pedal cycles;
- 2.4.6 the first Rs.1000/- in respect of each and every claim.

Cover 3: Damage to Motor Vehicles

- 3.1 The **Company** will indemnify the **Insured** against physical loss or damage to a **Motor Vehicle**:

- 3.1.1 while being driven by the **Insured** or his **Employee** for the purpose of collecting or returning or testing the **Motor Vehicle** to a customer of the **Insured** in the course of the **Business**;

- 3.1.2 while being driven by a customer or potential customer on a trial run for the purposes of determining whether or not to place an order for the purchase of a **Motor Vehicle** with the **Insured**,

- 3.1.3 which is the property of another and in the custody of the **Insured** for repair, maintenance, or service at the **Insured Premises** in the course of the **Business**;

provided that such physical loss or damage is caused by:

- 3.1.4 smoke or smudge due to the sudden, unusual and faulty operation of any fixed heating or cooling appliance serving the **Insured Premises** in which the **Motor Vehicle** is located;

- 3.1.5 **Robbery** or theft;

- 3.1.6 **Accidental** collision or impact or upset of the **Motor Vehicle** with another object or with a vehicle to which it is attached,

and provided always that (disregarding the existence of this **Policy**) there is no other insurance available to cover such loss or damage.

- 3.2 **Special Exclusions to Cover 3**

The **Company** shall not be liable for and no indemnity is available hereunder in respect of:

- 3.2.1 any accident arising out of the reckless, deliberate, wilful or intentional acts of the **Insured** or the **Insured's Employees** or a customer or potential customer or the non-compliance with any statutory provision;

- 3.2.2 any **Accident** whilst the **Motor Vehicle** is not on a public highway or upon the **Insured Premises**;

- 3.2.3 fire;

- 3.2.4 loss or damage caused or occasioned by a person who does not hold a valid and subsisting Driving License as required by law;

- 3.2.5 any **Motor Vehicle** that it is not lawful to operate on a public highway or is not in a roadworthy condition;
- 3.2.6 defective workmanship;
- 3.2.7 any third party liability arising out of use of the vehicle;
- 3.2.8 Any loss or damage whilst the **Motor Vehicle** is in the control, custody or car of the owner of the **Motor Vehicle** or any person authorised by him.

3.3 **Basis of Loss settlement**

- 3.3.1 In the case of a partial loss the **Company** will indemnify the **Insured** subject to a deduction for depreciation at the rates mentioned below in respect of parts replaced:

- 1. For all rubber nylon plastic parts tyre and Battery - 50%
- 2. For all parts made of glass Nil
- 3. All other parts

AGE OF CAR	% OF DEPRECIATION
Upto 6 months	Nil
Between 6 months and 1 year.....	5%
Between 1 year and 2 years.....	10%
Between 2 years and 3 years.....	15%
Between 3 years and 4 years.....	25%
Between 4 years and 5 years.....	35%
Between 5 year and 10 years.....	40%
Over 10 years.....	50%

- 3.3.2 The **Company** shall not be liable to make any payment in respect of:
 - 3.3.2.1 consequential loss depreciation wear and tear, mechanical or electrical breakdown, failures or breakages;
 - 3.3.2.2 damage to Tyres and Tubes unless the **Motor Vehicle** is damaged at the same time when the liability of the Company is limited to 50% of cost of replacement; and
 - 3.3.2.3 any accidental loss or damage suffered whilst the **Insured** or any person driving with the knowledge and consent of the **Insured** is under the influence of intoxicating liquor or drugs.
- 3.3.3 In the case of total loss, the liability of the Company will be restricted to the market value of the vehicle immediately before the time of loss.
- 3.3.4 The maximum liability of the **Company**, in any case, shall not exceed the **Limit of Indemnity** per incident shown in the **Schedule** and the maximum liability in the case of a series of incidents during the policy period will not exceed the aggregate limit of indemnity shown in the **Schedule**.

Cover 4 : Neon Sign/Glow Sign

1 **Operative Part**

The **Company** will indemnify the **Insured** up to the **Limit of Indemnity** against the reasonable repair or replacement costs of the **Insured's** neon sign or glow sign fixed at the **Insured Premises** caused by:

- 1.1.1 **Accidental** means;
- 1.1.2 **Accidental** fire flood, inundation;
- 1.1.3 lightning or external explosion or theft;
- 1.1.4 riot, strike, or malicious act;
- 1.1.5 storm, tempest, typhoon, hurricane, tornado or cyclone,

occurring during the **Policy Period**.

2 Special Conditions Applicable to Cover 4

- 2.1.1 Where an item can reasonably be repaired or reinstated at a cost less than the replacement cost then, the **Company** will indemnify the **Insured** in respect of the expenses necessarily incurred to restore such item to its state immediately prior to the happening of the insured event.
- 2.1.2 In the case of a total loss, the **Company** shall indemnify the **Insured** in respect of the restoration or replacement costs up to the **Limit of Indemnity**.
- 2.1.3 At the time of payment of any claim hereunder the **Company** will reinstate the **Limit of Indemnity** to the level that existed at the commencement date of the **Policy Period** and the **Company** will deduct from the claim settlement an amount representing the reinstatement premium payable, which shall be calculated by reference to the cost of replacement of the neon sign or glow sign with a neon sign or glow sign of the same type, quality and capacity for the unexpired period of the **Policy**. If the **Insured** opts in writing not to reinstate the **Limit of Indemnity** hereunder, then the **Limit of Indemnity** shall stand reduced by the amount of any claim payment made by the **Company**.

3 Special Exclusion Applicable to Cover 4

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

- 3.1.1 any fault or defect of which the **Insured** was or ought reasonably to have been aware at the commencement of the **Policy Period**, regardless of whether such was or should have been known to the **Company**;
- 3.1.2 loss or damage for which the manufacturer or supplier is responsible;
- 3.1.3 loss or damage due to or consequent upon wear and tear, gradual deterioration, atmospheric or climatic conditions, rust, corrosion, moth, vermin or insect;
- 3.1.4 any costs incurred in connection with maintenance, including parts replaced in the course of such maintenance operations;
- 3.1.5 any costs incurred in connection with the elimination of functional failures unless such failures were caused by an indemnifiable event hereunder;
- 3.1.6 loss or damage caused by or arising out of the wilful acts or wilful gross negligence of the **Insured** and/or the **Insured's** employees;
- 3.1.7 the fusing or burning out of bulbs and/or tubes arising from short-circuit or arcing or any other mechanical or electrical breakdown or faults;
- 3.1.8 loss of or damage caused by sun, rain, hail, or climatic or atmospheric conditions.

All other terms, conditions and exclusions as stated in the Policy.

Cover 5: Business Interruption

A Operative Part

In the event of an accepted claim under Cover 1 of the **Policy** being the sole and direct cause of the **Interruption** of the **Insured's Business**, the **Company** will:

- 1 indemnify the **Insured** as provided for under Special Condition B1 up to the **Limit of Indemnity** for the loss sustained during the **Indemnity Period**, and
- 2 if so stated in the **Schedule** and subject to the **Limit of Indemnity**, the **Insured's Increased Cost of Working** during the **Indemnity Period**, save that the **Company** shall not be liable to make any payment hereunder which exceeds the amount payable under Operative Part 1.

B Special Conditions Applicable to Cover 12

1 Basis of Loss Settlement

The loss to be indemnified hereunder shall be calculated by applying the **Profit Rate** to the amount by which, in consequence of the insured event under Cover 1, the **Turnover** of the **Insured's Business** during the **Indemnity Period** falls short of the **Turnover** of the **Insured's Business** as recorded in the **Insured's** books of account for the equivalent and corresponding period in the 12 months immediately preceding the commencement of the **Indemnity Period**.

2 Cancellation

Without prejudice to General Condition 8 in the **Policy**, the cover afforded by this endorsement shall cease if:

- a. the **Business** is wound up or carried on by a liquidator or receiver or permanently discontinued;
- b. The **Insured's** interest in the **Business** ceases otherwise than by death;

3 Notification of Claims

It is a condition precedent to the **Company's** liability that, upon the happening of any event giving rise to or likely to give rise to a claim under this endorsement, the **Insured** shall:

- a. immediately and in any event within 7 days give written notice of the same to 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
- b. with due diligence do and concur in doing and permit to be done all things which may be reasonably practicable to minimise or check any interruption of or interference with the **Business** or to avoid or diminish the loss, and
- c. not later than 30 days after the expiry of the **Indemnity Period**, at his own expense, deliver to the **Company** a written statement setting forth full particulars of his claim, and
- d. at his own expenses produce or procure and give to the **Company** such documents, proofs, information, explanations and other evidence as the **Company** or its agents 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.

C Special Definitions Applicable to Cover 5

- 1 **Business Costs** means the total cost of all purchases and variable business expenses associated with and incurred during the course of the **Business**.
- 2 **Increased Cost of Working** means the reasonable additional costs necessarily incurred by the **Insured** for the sole purpose of minimising or extinguishing the amount of any claim which, but for such expenditure, would be made under Operative Part 1.
- 3 **Indemnity Period** means the period of time commencing at midnight on the day of the occurrence of the insured event under Cover 1 of the **Policy** and ending on the day upon which such insured event ceases to affect the normal commercial activity of the **Business** or a maximum of 365 days thereafter, whichever is earlier.
- 4 **Interruption** means the cessation of the normal commercial activity of the **Business** solely on account of an insured event under Cover 1 of the **Policy** and in spite of the best efforts of the **Insured** to resume normal commercial activity.
- 5 **Profit Rate** means the percentage amount by which the **Turnover** exceeded the **Business Costs** in the **Insured's** books of account for the 12 month period immediately preceding the commencement of the **Indemnity Period**, adjusted downwards (but not upwards) to take account of any particular facts, matters or trends that (regardless of the **Interruption**) could reasonably have been expected to detrimentally affect the **Turnover** or the **Business Costs**.
- 6 **Turnover** means the total amount of money paid or payable to the **Insured** for goods sold or services rendered in the course of the **Business**.

D Specific Exclusions Applicable to Cover 5

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

- 1 any period of **Interruption** not solely attributable to an insured event under Cover 1;
- 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;
- 3 the loss or absence of any manuscripts, plans, drawings, designs, patterns, models, or moulds;
- 4 the action or inaction of any public authority;
- 5 the Insured's lack of funds on any account whatsoever;
- 6 a change to the **Business** or the **Insured Premises** after the effective date of this endorsement whereby the risk of the **Company** has been increased, unless the **Company** has expressly acknowledged such change and confirmed in writing that the cover provided by this endorsement remains in force.

All other terms, conditions and exclusions as per the Policy.

Cover 6: Breakdown of Business Equipment/Apparatus/Appliances

- 1 **Operative Part**
 - 1.1 The **Company** will indemnify the **Insured** against the repair or replacement costs in respect of **Business Equipment** caused by any unforeseen and sudden physical loss (except a cause which is excluded), provided that the liability of the **Company** in respect of any one item of **Business Equipment** in any one **Policy Period** will not individually or in the aggregate exceed the sub-limit of the **Limit of Indemnity** set against such item in the **Schedule**.

1.2 Special Conditions Applicable to Cover 6

1.2.1 The basis of loss settlement shall be as follows:

- 1.2.1.1 Where an item can reasonably be repaired or reinstated at a cost less than the replacement cost, the **Company** will indemnify the **Insured** in respect of the expenses necessarily incurred to restore such item to its state immediately prior to the happening of the insured event.
- 1.2.1.2 In the case of a total loss, the **Company** shall indemnify the **Insured** in respect of the restoration or replacement costs up to the sub-limit of the **Limit of Indemnity** set against such item in the **Schedule**, subject to deducting proper depreciation from the replacement value of the item.
- 1.2.1.3 If the value of the **Business Equipment** hereby **Insured** shall at the time of any **Insured** event be collectively of greater value than the **Limit of Indemnity** thereon, then the **Insured** shall be considered his own insurer of the difference and shall bear a rateable proportion of the loss or damage. Every item, if more than one, shall be separately subject to this Special Condition.
- 1.2.1.4 The **Insured** shall bear an amount equivalent to 1% of sum insured subject to minimum of Rs.250/- for each and every claim concerning any item of **Business Equipment**.

- 1.2.2 At the time of payment of any claim hereunder the **Company** will reinstate the **Limit of Indemnity** to the level that existed at the commencement date of the **Policy Period** and the **Company** will deduct from the claim settlement an amount representing the reinstatement premium payable, which shall be calculated by reference to the cost of replacement of the **Business Equipment** with **Business Equipment** of the same type, quality and capacity for the unexpired period of the **Policy**. If the **Insured** opts in writing not to reinstate the **Limit of Indemnity** hereunder, then the **Limit of Indemnity** shall stand reduced by the amount of any claim payment made by the **Company**.

1.3 Specific Exclusions Applicable to Cover 6

The **Company** shall not be liable for and no indemnity is available hereunder in respect of:

- 1.3.1 loss or damage for which the manufacturer or supplier is responsible;
- 1.3.2 loss or damage caused to any item of **Business Equipment** older than 10 years from the date of manufacture;
- 1.3.3 loss or damage due to or consequent upon wear and tear, gradual deterioration, atmospheric or climatic conditions, rust, corrosion, moth, vermin or insect;
- 1.3.4 any costs incurred in connection with the maintenance of **Business Equipment**, including parts replaced in the course of such maintenance operations;
- 1.3.5 any costs incurred in connection with the elimination of functional failures unless such failures were caused by an Insured event hereunder;
- 1.3.6 the cost of transporting the **Business Equipment** to and from the place of repair;
- 1.3.7 loss of or damage to any **Business Equipment** by perils insurable under other Covers of this **Policy**;
- 1.3.8 loss or damage to mobile phones or other similar communication devices;
- 1.3.9 any fault or defect of which the **Insured** was or ought reasonably to have been aware at the commencement of the **Policy Period**, regardless of whether such was or should have been known to the **Company**;

- 1.3.10 loss or damage caused by or arising out of the wilful acts or wilful gross negligence of the **Insured** and/or the **Insured's** employees.

Cover 7 : Money Insurance

1 Operative Part

The **Company** will indemnify the **Insured** for the loss **In Transit** of money whilst carried by the **Insured** or its **Authorised Employee**, caused during the **Policy Period** by theft or any other fortuitous event.

2 Special Conditions Applicable to Cover 7

2.1 It is a condition precedent to the **Company's** liability hereunder that the **Insured** shall:

- 2.1.1 immediately and in any event within 24 hours of the happening of any insured event giving rise to or likely to give rise to any claim under this **Policy** give written notice to the **Company** to the address shown in the **Schedule**, and in the case of the notification of an event likely to give rise to a claim, the **Insured** shall specify in writing the grounds for holding such belief;
- 2.1.2 immediately and in any event within 24 hours lodge a complaint with the police detailing the money lost in respect of which the Insured intends to submit a claim, and within the same period provide a copy of that written complaint, the First Information Report to the **Company**, or the circumstances which might reasonably be expected to give rise to a claim;
- 2.1.3 within 14 days deliver to the **Company** a detailed written statement of the money lost and an estimate of the quantum of any claim along with all documentation required to support and substantiate the amount sought from the **Company**;
- 2.1.4 expeditiously provide the **Company** and its representatives and appointees with all the information, assistance and documentation that they might reasonably require;
- 2.1.5 take all reasonable steps to identify the perpetrators of the theft and discover and recover any money lost.

3 Specific Exclusions Applicable to Cover 7

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

- 3.1 any consequential losses of any kind, be they by way of loss of profit, loss of opportunity, loss of gain or potential gain, business interruption, market loss or otherwise and any other legal liability of any kind;
- 3.2 loss of money carried by anyone other than the **Insured** or an **Authorised Employee**;
- 3.3 loss of money where the **Insured** or his **Authorised Employee** is or is alleged to be involved as a principal or accessory or is alleged to be in anyway concerned or implicated;
- 3.4 money carried under contract of affreightment;
- 3.5 loss of money from an unattended vehicle;
- 3.6 loss of money **In Transit** being transported other than as stated in the proposal form or as otherwise agreed in writing by the **Company**;
- 3.7 loss due to or in any way contributed to by the **Insured** having knowingly permitted or caused or suffered anything to be done or not done whereby the risks hereby insured against were increased;

3.8 any loss of or damage to any property, whether belonging to the **Insured**, an employee or any third party;

3.9 any personal or bodily or mental injury or suffering of any description;

3.10 any loss not discovered within a period of 72 hours from its occurrence;

All other terms, conditions and exclusions as detailed in the Policy.

Cover 8: Plate Glass

A Operative Part

The **Company** will indemnify the **Insured** in respect of:

- 1 any **Accidental** loss of or damage caused to **Plate Glass** at the **Insured Premises** occurring during the **Policy Period**, and
- 2 the reasonable cost of repairing and reinstating frames and/or framework necessitated by such loss or damage to **Plate Glass**, but subject to a maximum payment of Rs.5,000/- for each and every claim.

B Special Conditions Applicable to Cover 8

- 1 The **Company** may, in its sole and absolute discretion, repair, replace or reinstate the **Plate Glass** to a condition equivalent to that which existed immediately prior to the insured event as an alternative to making payment to the **Insured**.
- 2 If the **Company** opts to make payment to the **Insured**, then:
 - 2.1 The payment will be assessed by reference to the cost of replacing the **Plate Glass** with glass of plain and ordinary glazing quality, unless specifically stated otherwise in the **Schedule**.
 - 2.2 Where any **Plate Glass** is no longer in production, the payment will be assessed by reference to the latest available price that was being charged by reputable manufacturers for the same or similar **Plate Glass**.
- 3 The **Company's** liability to make payment shall be up to the sub-limit of the **Sum Insured** specified in the **Schedule** for each item of **Plate Glass**, subject always to the **Sum Insured**.
- 4 All **Plate Glass** in respect of which a claim is accepted under this **Policy** shall become the property of the **Company** and the **Insured** shall, at its own expense, take all steps to preserve it and remove from it any uninsured items.
- 5 At the time of payment of any claim hereunder the **Company** will reinstate the **Sum Insured** to the level that existed at the commencement date of the **Policy Period** and the **Company** will deduct from the claim settlement an amount representing the reinstatement premium payable, which shall be calculated by reference to the cost of replacement of the **Plate Glass** with **Plate Glass** of the same type, quality and capacity for the unexpired period of the **Policy**. If the **Insured** opts in writing not to reinstate the **Limit of Indemnity** hereunder, then the **Limit of Indemnity** shall stand reduced by the amount of any claim payment made by the **Company**.

C Special Exclusions Applicable to Cover 8

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

- 1 any loss or damage that could have been insured against under a fire policy;

- 2 Cracked, scratched, or imperfect **Plate Glass**;
- 3 any loss or damage caused wilfully or knowingly by the **Insured** or his employees, or any loss or damage in which the **Insured** or any person acting on his behalf is or is alleged to be involved or implicated;
- 4 any **Plate Glass** other than **Plate Glass** of plain and ordinary glazing quality, unless specifically stated otherwise in the **Schedule**;
- 5 any consequential losses of any kind, be they by way of loss of profit, loss of opportunity, loss of gain or potential gain, business interruption, market loss or otherwise or by reason of personal injury and any other legal liability of any kind;
- 6 during the course of any alteration, removal or repair to the **Plate Glass**.

Cover 9: Electronic Equipment

A Operative Part

The **Company** will indemnify the **Insured** against:

- 1 the repair or replacement costs incurred by the **Insured** in respect of the **Accidental** loss of or damage to **Electronic Equipment**, provided that the liability of the **Company** in respect of any one item of **Electronic Equipment** in any one **Policy Period** will not individually or in the aggregate exceed the sub-limit of the **Sum Insured** set against such item in the **Schedule**;
- 2 the repair or replacement costs incurred by the **Insured** in respect of the **Accidental** loss of or damage to **External Data Media** and/or the costs of restoring information and data stored therein, provided that:
 - 2.1 the maximum liability of the **Company** in respect of any one item of **External Data Media** in any one **Policy Period** shall not exceed the cost of replacing the damaged **External Data Media** with new **External Data Media** of the same type and quality; and
 - 2.2 the maximum liability of the **Company** in respect of the restoration of information and data stored in the **External Data Media** shall not exceed the cost of restoring any information and data lost from a backup system for the lost data and information; and
 - 2.3 the **Company** shall not be liable to make payment for the restoration of information and data stored in the **External Data Media** unless this can be achieved from a backup system for the lost data and information.

B Special Conditions Applicable to Cover 9

- 1 The basis of loss settlement shall be as follows:
 - 1.1 Where an item can reasonably be repaired or reinstated at a cost less than the replacement cost then, the **Company** will indemnify the **Insured** in respect of the expenses necessarily incurred to restore such item to its state immediately prior to the happening of the insured event.
 - 1.2 In the case of a total loss, the **Company** shall indemnify the **Insured** up to the sub-limit of the **Sum Insured** set against such item in the **Schedule**, subject to deducting proper depreciation from the replacement value of the item.
 - 1.3 If the value of any **Electronic Equipment** hereby insured shall at the time of any insured event be collectively of greater value than the **Sum Insured** thereon then the **Insured** shall be considered his own insurer of the difference and shall bear a rateable proportion of the loss or damage. Every item, if more than one, shall be separately subject to this Special Condition.

- 2 If, in the opinion of the **Company**, it is unnecessary to restore lost data or information and/or if the same has not been effected by the **Insured** within [] days of the **Accident** causing the data or information to be lost, then the **Company's** liability to make payments shall be limited solely to the cost of repairing or replacing the damaged **External Data Media**.

C Special Exclusions Applicable to Cover 9

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

- 1 any fault or defect of which the **Insured** was or ought reasonably to have been aware at the commencement of the **Policy Period**, regardless of whether such was or should have been known to the **Company**;
- 2 loss or damage for which the manufacturer or supplier is responsible;
- 3 loss or damage caused to any item of **Electronic Equipment** and/or **External Data Media** older than 10 years from the date of manufacture;
- 4 loss or damage due to or consequent upon wear and tear, gradual deterioration, atmospheric or climatic conditions, rust, corrosion, moth, vermin or insect;
- 5 any costs incurred in connection with the maintenance of the **Electronic Equipment** and/or **External Data Media**, including parts replaced in the course of such maintenance operations;
- 6 any costs incurred in connection with the elimination of functional failures unless such failures were caused by an indemnifiable event hereunder;
- 7 loss or damage caused by or arising out of the wilful acts or wilful gross negligence of the **Insured** and/or the **Insured's** employees;
- 8 the cost of transporting the **Electronic Equipment** and/or **External Data Media** to and/or from the place of repair;
- 9 loss of or damage to any **Electronic Equipment** and/or **External Data Media** by perils insurable under any other Cover of this **Policy**;
- 10 loss or damage to mobile phones or other similar communication devices;
- 11 false programming, punching, labelling or inserting, or the inadvertent cancelling of information or data contained in **External Data Media**;
- 12 the first 10% or Rs.2,500/- (whichever is higher) of each and every claim in respect of damage to computers, and the first 5% or Rs.1000/- (whichever is higher) of any claim concerning any other item of **Electronic Equipment** and/or **External Data Media**.

All other terms, conditions and exclusions as stated in the Policy.

Cover 10 : Fidelity

A Operative Part

The **Company** will provide an indemnity in respect of direct pecuniary loss sustained by the **Insured** and first committed and discovered during the **Policy Period** in consequence of any deliberate fraudulent or dishonest act of any **Employee**, provided that:

- 1 such loss is committed during the course of the **Business**, and

- 2 such loss is committed by the **Employee** with the primary intention to obtain personal financial gain, and
- 3 such loss is first discovered during the **Policy Period**, and
- 4 the **Company's** liability to indemnify is subject to the **Deductible**, the **Employee Sum Insured** and the **Limit of Indemnity**.

B Special Conditions Applicable to Cover 10

- 1 It is a condition precedent to the **Company's** liability under this **Policy** that upon the discovery of any event giving rise to a claim, or the existence of circumstances likely to give rise to a claim (regardless of whether the quantum of the claim can be ascertained), the **Insured** shall:
 - 1.1 immediately and, in any event, within 7 days, give full written notice of the same (including an estimate of the loss) to the address shown in the **Schedule** for this purpose and in the case of the existence of circumstances likely to give rise to a claim shall specify the grounds for such belief, and
 - 1.2 take all reasonable steps to minimise the quantum of any Claim that may be made and/or any further loss that might arise, and
 - 1.3 immediately lodge a complaint with the police detailing the loss in respect of which the **Insured** intends to claim, and provide a copy of that written complaint, the First Information Report and/or Final Report to the **Company**, and
 - 1.4 within 14 days deliver to the **Company** a detailed written statement of the loss that has occurred and an estimate of the quantum of any claim along with all documentation required to support and substantiate the amount sought from the **Company**, and
 - 1.5 expeditiously and at the **Insured's** cost provide the **Company** and its representatives and appointees with access to and all of the information, assistance, records and documentation in relation to the loss and the **Company's** liability hereunder that might reasonably be required.
- 2 In the event of the non-renewal or cancellation of this **Policy**, the **Company** shall (subject to the **Policy** terms, conditions, and exclusions) accept losses arising during the **Policy Period** and first discovered within 90 days of the date of cancellation or expiry of the **Policy Period**, as the case may be.
- 3 If a loss is sustained by the **Insured** as a result of the fraudulent or dishonest conduct of an **Employee** and other employees, then the liability of the **Company** shall stand reduced in the same proportion as the number of **Employees** bears to the number of employees involved in causing the said loss.
- 4 Any monies which, but for the dishonest or fraudulent conduct of the **Employee** concerned, would have been payable to such **Employee** by the **Insured** and any monies of such **Employee** with the **Insured** (or which may come into the custody, care or control of the **Insured**) shall be applied by the **Insured**, to the extent it is legally entitled to do so, against the amount payable by the **Company** in diminution or extinction of any loss.
- 5 In no event shall the **Company** be liable under this **Policy** for more than the actual cash value of money, bullion, travellers cheques, negotiable instruments, bearer bonds or coupons, stamps, cheques, bank or currency notes or similar instruments on the day upon which the loss is discovered.
- 6 The insurance provided by this **Policy** shall be deemed cancelled in respect of any **Employee**:
 - 6.1 immediately upon the discovery by the **Insured** of any dishonest or fraudulent act, error or omission on the part of such **Employee**; no cover shall be available hereunder in respect of any loss sustained in consequence of any fraudulent or dishonest act, error or omission occurring

after the date of the discovery of (or of reasonable cause for suspicion of) the same on the part of the **Employee** concerned;

6.2 immediately upon the **Company** and/or the **Insured** giving written notice of the same.

C Special Exclusions Applicable to Cover 10

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

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

1.2 any legal liability of any kind;

1.3 any fraudulent or dishonest act of an **Employee** not discovered within 12 months (subject to condition 2) of the date upon which such **Employee** ceased to be an employee of the **Insured** for any reason;

1.4 any expenses incurred by the **Insured** in establishing the existence of or quantification of any fact or matter giving rise to a claim under this **Policy**;

1.5 any fact or matter or circumstance of which the **Insured** was, or ought reasonably to have been, aware at the commencement of the **Policy Period**.

2 The **Company** is not liable for and no indemnity will be provided in respect of any loss arising in circumstances where:

2.1 the **Insured** carries on any business other than the **Business**, and/or

2.2 there is any material change in the facts and matters stated in the **Insured's** proposal, and/or

2.3 the duties or terms of service of **Employees** differ from those described in the proposal, and/or

2.4 the precautions and checks for ensuring the accuracy of the **Insured's** accounts and stocks are not as described in the **Insured's** proposal.

All other terms, conditions and exclusions as stated in the Policy.

Cover 11 : Personal Accident

A Operative Part

Section 1 – Personal Accident Cover for Insured and his Employees

1 In the event of any **Accidental Bodily Injury** during the **Policy Period** causing the **Named Insured's** death within 12 months of the **Accidental Bodily Injury** being sustained, the **Company** will pay the **Sum Insured** whereafter this Cover 11 shall expire in relation to that **Named Insured**.

2 In the event of an admitted claim under 1 above, the **Company** will also (in addition to the **Sum Insured**) pay up to 2% of the **Sum Insured** or Rs.5,000/- (whichever is lower) towards the cost of transporting the **Named Insured's** remains from the place of death to the hospital/ residence and/or cremation and/or burial ground.

3 In the event of **Accidental Bodily Injury** sustained during the **Policy Period** causing the **Named Insured's Permanent Total Disability** within 12 months of the **Accidental Bodily Injury** being sustained, the **Company** will pay 125% of the **Sum Insured**, whereafter this Cover 11 shall

expire in relation to that **Named Insured**. If the **Insured** was suffering from any permanent disability prior to the date upon which **Accidental Bodily Injury** was sustained, then the **Company's** liability to make payment hereunder shall be reduced by the extent of the same, as advised by the **Company's** medical advisors.

Section 2 – Personal Accident Cover for Passengers

- 1 In the event of any **Accidental Bodily Injury** during the **Policy Period** causing the death within 12 months of a customer or potential customer, the **Company** will pay the **Sum Insured** whereafter this Cover 11 shall expire in relation to that **Named Insured** provided that:
 - 1.1 the **Accidental Bodily Injury** was sustained while the customer or potential customer was driving in or being carried as a passenger in the **Insured's Motor Vehicle** on a trial run for the purposes of determining whether or not to place an order for the purchase of a **Motor Vehicle** with the **Insured**, and
 - 1.2 the customer or potential customer was driving in or being carried as a passenger in the **Insured's Motor Vehicle** with the **Insured's** knowledge and permission.
- 2 In the event of an admitted claim under 1 above, the **Company** will also (in addition to the **Sum Insured**) pay up to 2% of the **Sum Insured** or Rs.5,000/- (whichever is lower) towards the cost of transporting the remains of the customer or potential customer from the place of death to the hospital/ residence and/or cremation and/or burial ground.
- 3 In the event of **Accidental Bodily Injury** sustained during the **Policy Period** causing the customer or potential customer **Permanent Total Disability** within 12 months of the **Accidental Bodily Injury** being sustained, the **Company** will pay 125% of the **Sum Insured**. If the customer or potential customer was suffering from any permanent disability prior to the date upon which **Accidental Bodily Injury** was sustained, then the **Company's** liability to make payment hereunder shall be reduced by the extent of the same, as advised by the **Company's** medical advisors.

B Special Conditions Applicable to Sections 1 and 2

- 1 The **Insured** shall immediately notify the **Company** of any and all changes during the **Policy Period** to the **Named Insured's** professional activity or occupation as stated in the proposal. If any such change to the **Named Insured's** professional activity or occupation would have resulted in the **Company** charging a higher premium at the inception date of this **Policy** then the **Company's** liability shall be reduced pro-rata based on the rate of premium collected and the rate applicable to the new occupation until the appropriate additional premium demanded by the **Company** is paid by the **Insured**.
- 2 It is a condition precedent to the **Company's** liability under this **Policy** that in the event of any **Accidental Bodily Injury** that may give rise to a claim:
 - 2.1 the **Insured** and/or the **Named Insured** shall immediately and in any event within 14 days provide the **Company** with written notification of a claim, and
 - 2.2 the **Named Insured** shall immediately and without any delay, consult a **Physician** and follow such advice and treatment that the **Physician** might recommend, and
 - 2.3 the **Named Insured** shall take every other reasonable step and/or measure to minimise the consequences of the **Bodily Injury**, and
 - 2.4 the **Insured** and/or the **Named Insured** shall immediately and in any event within 14 days provide the **Company** with written notification of any other claim that may be made under any operative Coverage Part caused by the **Accidental Bodily Injury**, and
 - 2.5 in the event of the **Named Insured's** death, written notice accompanied by a copy of the post mortem report (if any) is given to the **Company** within 14 days (regardless of whether any other notice might already have been given to the **Company**), and

2.6 the **Insured** and/or the **Named Insured** shall expeditiously provide the **Company** with or arrange for the **Company** to be provided with any and all information and documentation in respect of the claim and/or the **Company's** liability hereunder that may be requested, and submit himself for examination by the **Company's** medical advisors as often as may be considered necessary by the **Company**.

3 The **Company** shall only make payment under this **Policy** to the **Insured** or the **Named Insured**. Any payment made in good faith by the **Company** as aforesaid shall operate as a complete and final discharge of the **Company's** liability to make payment under this **Policy** for such claim.

3.1 Exclusions Applicable to both the sections

No cover is available hereunder and no payment will be made by the **Company** for any claim directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following:

- 3.1.1 Suicide, attempted suicide or self inflicted injury or illness.
- 3.1.2 Whilst under the influence of intoxicating liquor or drugs.
- 3.1.3 Any deliberate or intentional, unlawful or criminal act, error, or omission of the **Insured** and/or the **Named Insured**.
- 3.1.4 Any accident resulting from war (whether declared or not), civil war, invasion, act of foreign enemies, rebellion, revolution, insurrection, mutiny, military or usurped power, seizure, capture, arrest, restraint or detainment, confiscation or nationalisation or requisition of or damage by or under the order of any government or public local authority.
- 3.1.5 Any consequential losses of any kind, and/or any actual or alleged legal liability of the **Insured** or the **Named Insured**.
- 3.1.6 Whilst engaging in aviation or ballooning, whilst mounting into, dismounting from or travelling in any balloon or aircraft other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world.
- 3.1.7 Any accident suffered by the **Named Insured** on account of his participation as the driver, co-driver or passenger of a motor vehicle during motor racing or trial runs.
- 3.1.8 Any accident caused either directly or indirectly by nuclear energy, radiation.
- 3.1.9 Curative treatments or interventions that the **Named Insured** performs or has had performed on his body.
- 3.1.10 Venereal or sexually transmitted disease.
- 3.1.11 HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or mutant derivatives or variations thereof however caused.
- 3.1.12 Pregnancy, resulting childbirth, miscarriage, abortion, or complication arising out of any of the foregoing.
- 3.1.13 The **Named Insured's** participation in any naval, military or air force operations whether in the form of military exercises or war games or actual engagement with the enemy, whether foreign or domestic.

If the **Company** asserts that by reason of these Exclusions any claim is not covered by this **Policy**, the burden of proving that such claim is covered shall be upon the **Insured**.

Cover 12 : Additional Expenses For Rent

A. Operative Part

1. It is hereby declared that in the event of the premises described in the policy and occupied by the **Insured**, hereinafter referred to as '**PREMISES**' being destroyed or damaged by any insured Peril as to become unfit for occupation and the **Insured** in consequence taking up alternative accommodation, the **Company** shall, subject to special conditions set out herein, indemnify the **Insured** against the additional rent (as explained herein) which the **Insured** is called upon to bear for the period beginning from the date of operation of any of the Insured Perils until the '**PREMISES**' is rendered fit for occupation such period not exceeding such reasonable time as is required to restore the premises with due diligence to a condition fit for occupation or the maximum indemnity period of [] months whichever is earlier.
2. Provided that the liability of the **Company** shall not exceed Rs. [] the **Sum Insured** hereby.

Provided further that if the sum produced by applying the monthly additional rent, borne by the **Insured** for the alternative accommodation to the maximum indemnity period is more than the **Sum Insured** hereby, the liability of the **Company** shall be proportionately reduced.

B. Special Conditions :

1. This insurance shall apply subject to the condition that the **PREMISES** occupied by the **Insured**, whether as owner or tenant, forms part of a building not being "Kutchra" construction.
2. If the area of alternative accommodation taken by the **Insured** is more than the area of the **PREMISES** occupied by the **Insured**, the additional rent borne by the **Insured** for the purpose of this insurance shall be deemed to be that proportion of the additional rent actually borne by the **Insured** as the area of the **PREMISES** which was in the **Insured's** occupation bears to the area of the alternative accommodation taken by the **Insured**. The **Insured** shall be at liberty to take alternative accommodation in any locality so long as it is within the Municipal limit of the city or town in which the **PREMISES** is situated

C. Explanation:

1. Additional Rent : If the **Insured** is the Owner-Occupant, the additional rent borne by him is arrived at after deducting the standard rent of the premises from the actual rent paid for the alternative accommodation. The standard rent shall be based on the ratable values fixed by the Municipal/Revenue authorities for tax purposes.
2. If the **Insured** is a tenant only and for safeguarding his legal tenancy rights is obliged to pay rent for the premises even during the period when it is not fit for occupation, the additional rent borne by him is the actual rent for the alternative accommodation.
3. If the **Insured** is a tenant and is not obliged to pay rent for the premises during the period when it is not fit for occupation, the additional rent borne by him is the actual rent paid for alternative accommodation taken less the rent which he was paying for the premises immediately prior to the same being damaged or destroyed by Insured Perils and rendered unfit for occupation.

Cover 13 : Public Liability & Workmen's Compensation

1. 1. Public Liability

- 1.1 The **Company** will indemnify the **Insured** against its legal liability (including **Defence Costs**) to pay **Damages** for third party civil **Claims** arising out of **Bodily Injury** or **Property Damage** caused by an **Accident** in the **Premises**, and in the course of the **Business**, and during the **Policy Period** if notified during the **Policy Period** in accordance with the terms of this **Policy**.
- 1.2 The **Company** will, subject to the **Limit of Indemnity**, pay all costs, fees and expenses incurred with their prior written consent in the investigation, defence or settlement of any **Claim** and the **Insured's** costs of representation at any civil inquest, inquiry, or other proceedings in respect of matters which have a direct relevance to an actual or anticipated **Claim** against the **Insured** falling within the terms of this **Policy**. All amounts expended by the **Company** in the payment of any **Claim** or in **Defence Costs** will reduce the **Limit of Indemnity**.

2. Workmen's Compensation

- (a) 2.1 If at any time during the **Period of Insurance** any employee in the **Insured's** immediate service specified in the **Schedule** shall sustain personal injury by accident or disease arising out of and in the course of his employment by the **Insured** in the **Business** and if the **Insured** shall be liable to pay compensation for such injury either under the Workmen's Compensation Act 1923, and subsequent amendments thereto or under the Fatal Accidents Act 1855 or at Common Law then subject to the terms exceptions and conditions contained herein or endorsed hereon the **Company** will indemnify the **Insured** against all sums for which the **Insured** shall be so liable and will in addition be responsible for all costs and expenses incurred with its consent in defending any claim for such compensation.

3. Special Conditions Applicable to Cover 1 & 2

- 3.1 It is a condition precedent to the **Company's** liability hereunder that the **Insured** shall immediately and in any event within 14 days give the **Company** written notice, to the address specified in the **Schedule** for this purpose, of:
- 3.1.1 any **Claim** made against the **Insured** during the **Policy Period**; and/or
- 3.1.2 any circumstance occurring during the **Policy Period** which might reasonably be expected to give rise to a **Claim**, any circumstance notified under this clause and any subsequent **Claim** arising out of the circumstance so notified shall be deemed to have been made during the **Policy Period**, and
- 3.1.3 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 hereunder or incur any costs or expenses in connection therewith without the prior written consent of the **Company**, which shall be entitled (but in no case obliged) to take over and conduct in the name of the **Insured** the investigation, defence and/or settlement of any **Claim**, for which purpose the **Insured** shall give all the information, documentation, records and other assistance that the **Company** and/or its representatives may reasonably require. Having taken over the defence of any **Claim**, the **Company** may in its sole and absolute discretion relinquish the same.
- 3.2 The **Company** will not settle any **Claim** without the consent of the **Insured**. If, however, the **Insured** refuses to consent to any settlement recommended by the **Company** and elects to contest or continue any legal proceedings then the liability of the **Company** shall not exceed the amount for which the **Claim** could have been so settled plus the costs and expenses incurred with its consent up to the date of such refusal.
- 3.2.1 In respect of any **Claim**, the **Company** may in its sole and absolute discretion make a payment to the **Insured** (inclusive of **Defence Costs**) of the amount available under the **Limit of Indemnity** or of any lesser amount for which the **Claim** may in fact be settled (whichever is the lesser) in full and final settlement of all liability of the **Company** to the **Insured** under this **Policy** in respect of that **Claim**.
- 3.2.2 If, in the case of continual and continuous inhalation, ingestion or application of any substance resulting from an insured event, the **Insured** and the **Company** should disagree as to when the **Bodily Injury** or the **Property Damage** happened:

3.2.2.1 The **Bodily Injury** shall be deemed to have occurred when the claimant first consulted a qualified medical practitioner in respect of the same;

3.2.2.2 **Property Damage** shall be deemed to have occurred when it first became physically evident to the claimant, even if the cause itself was unknown.

3.3 Exclusions Applicable to Cover 1 & 2

Save as expressly stated to the contrary, the **Company** is not liable for and no indemnity is available under this **Policy** for any **Claim** arising out of or howsoever connected to the following:

3.3.1 Any agreed assumption of risk by the **Insured**, save to the extent that liability would have attached in the absence of such agreement.

3.3.2 Any accident arising out of the deliberate, wilful or intentional non-compliance with any statutory provision.

3.3.3 Any bodily injury of any person under a contract of employment or apprenticeship with the **Insured**, or the **Insured's** contractors or sub-contractors, if such bodily injury was contracted and/or arose out of and in the course of his employment.

3.3.4 The **Insured's** consequential losses of any kind, be they by way of loss of profit, loss of opportunity, business interruption, market loss or otherwise, or any claims arising out of loss of a pure financial nature such as loss of goodwill.

3.3.5 The infringement of plans, copyrights, patents, trade names, trade marks or registered designs.

3.3.6 Libel, slander, false arrest, wrongful eviction, wrongful detention, defamation including mental injury, anguish or shock resulting therefrom.

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

3.3.7.1 Accidents caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer;

3.3.7.2 Accident occurring beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer;

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

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

3.3.8 The ownership, possession or use by or on behalf of the **Insured** of any watercraft, hovercraft, or air- or spacecraft.

3.3.9 The transportation of materials and/or hazardous or dangerous substances outside the **Insured's Premises**.

3.3.10 Damage to property belonging to third parties that is rented, leased or hired or under hire-purchase or on loan to the **Insured**. An indemnity shall however be provided for Claims arising out of accidental damage to the **Insured Premises** or the **Contents** thereof, that are temporarily occupied by the **Insured** for working thereon, but only to the extent the **Insured** is held legally liable for the same independently of any specific agreement relating to the use of the same.

3.3.11 Damage to property belonging to third parties handled by the **Insured** by way of his trade or worked upon by or in the care, custody or control of the **Insured** or any person employed by or

working for the **Insured**. An indemnity shall however be provided for claims arising out of damage to employees' and visitors clothing or personal effects brought onto the **Insured's Premises** with the **Insured's** consent.

- 3.3.12 The deliberate, conscious or intentional disregard by the **Insured's** management of the need to take all reasonable steps to prevent **Bodily Injury** and/or **Property Damage**.
- 3.3.13 **Bodily Injury** and/or **Property Damage** occurring prior to the retroactive date (if any) specified in the **Schedule**.
- 3.3.14 Any liability under the Public Liability Insurance Act 1991, any amendment thereto, or any other statute or law which attaches liability on a no fault basis.
- 3.3.15 **Pollution** of any kind.
- 3.3.16 Any **Product**.
- 3.3.17 Any **Claim** made, threatened or intimated against the **Insured** prior to the **Policy Period**.
- 3.3.18 Any **Claim** directly or indirectly arising out of, or in any way involving any fact or circumstance of which written notice has been given, or ought reasonably to have been given, under any previous policy (whether insured by the **Company** or not); or of which the **Insured** first became aware prior to the **Policy Period** and which the **Insured** knew or ought reasonably to have known had the potential to give rise to a **Claim**.
- 3.3.19 Liability more specifically insured elsewhere.
- 3.3.20 Any **Claim** made where the circumstances that exist are materially different to the circumstances represented by the **Insured** in the proposal.
- 3.3.21 Any **Claim** directly or indirectly made or arising in any respect from or in any manner connected to earthquake, tornado, typhoon, cyclone, flood or other convulsions of nature or atmospheric disturbance.

All other terms, conditions and exclusions as stated in the Policy.

C General Exclusions Applicable to All the Covers.

Save as expressly stated to the contrary, and in addition to the Specific Exclusions stated for any individual Cover, no cover is available hereunder and no payment will be made by the **Company** for any claim directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following:

- 1 The **Insured's** consequential losses of any kind, be they by way of loss of profit, loss of opportunity, business interruption, market loss or otherwise, or any claims arising out of loss of a pure financial nature such as loss of goodwill.
- 2 Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
- 3 The radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 4 Asbestosis or in any manner related to or arising out of the sale, manufacture, production, distribution or the like of asbestos.

- 5 Any circumstance, fact or matter of which the Insured was or ought reasonably to have been aware prior to the commencement of the **Policy Period**.
- 6 War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition of or damage to property by or under the order of any government or public local authority.
- 7 Liability more specifically insured elsewhere.
- 8 Earthquake, flood, storm, cyclone or other convulsions of nature or atmospheric disturbances.
- 9 Libel, slander, false arrest, wrongful eviction, wrongful detention, defamation including mental injury, anguish or shock resulting therefrom.
- 10 **Pollution**.
- 11 Any **Product**.

D General Conditions

1 Due Observance

The due observance of and compliance with the terms, provisions, warranties and conditions of this **Policy** insofar as they relate to anything to be done or complied with by the **Insured** shall be a condition precedent to any liability of the **Company** under this **Policy**.

2 Reasonable Care

- 2.1 The **Insured** shall:
- 2.2 take all reasonable steps to safeguard the **Contents** and the **Insured Premises** against any insured event;
- 2.3 take all reasonable steps to prevent a claim from arising under this **Policy**;
- 2.4 ensure that any security system or aid is maintained in accordance with any maintenance schedule or recommendations of the manufacturer or if none then as may be required, and kept in good and effective working condition;
- 2.5 when the **Insured Premises** are left unattended or unoccupied ensure that all means of entry to or exit from the **Insured Premises** have been properly and safely secured and any security system or aid has been properly deployed.

3 Duties and Obligations after Occurrence of an Insured Event

Save as more specifically provided for in the Special Conditions applicable to a particular Cover, it is a condition precedent to the **Company's** liability under this **Policy** that, upon the happening of any event giving rise to or likely to give rise to a claim under this **Policy**:

- 3.1 the **Insured** shall immediately and in any event within 14 days give written notice of the same to 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
- 3.2 the **Insured** shall, if advised to do so by the **Company**, immediately lodge a complaint with the police detailing the items lost and/or damaged and in respect of which the **Insured** intends to claim, and provide a copy of that written complaint, the First Information Report and/or Final Report to the **Company**, and
- 3.3 the **Insured** shall within 28 days deliver to the **Company** its completed claim form detailing the loss or damage that has occurred and an estimate of the quantum of any claim along with all documentation required to support and substantiate the amount sought from the **Company**, and
- 3.4 the **Insured** shall expeditiously provide the **Company** and its representatives and appointees with all the information, assistance, records and documentation that they might reasonably require, and
- 3.5 the **Insured** shall not admit liability or settle or make or promise any payment in respect of any claim which may be the subject of indemnity hereunder, or incur any costs or expenses in connection therewith, without the written consent of the **Company** which shall be entitled to take over and conduct in the name of the **Insured** the defence and/or settlement of any such claim, for which purpose the **Insured** shall give all the information and assistance that the **Company** may reasonably require. Defence costs incurred by the **Company** or on behalf of the **Insured** shall reduce the **Sum Assured**.

4 **Basis of Claim Payment (Save as expressly provided for elsewhere)**

- 4.1 Where a damaged item can reasonably be repaired or reinstated at a cost less than the replacement cost then the **Company** will indemnify the **Insured** in respect of the expenses necessarily incurred to restore the item aforementioned to its state immediately prior to the happening of the insured event.
- 4.2 In the case of a total loss, the **Company** shall indemnify the **Insured** in respect of the restoration or replacement costs. The **Company** 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.
- 4.3 If the value of the property hereby insured shall at the time of any insured event be collectively of greater value than the **Sum Insured** or **Limit of Indemnity** thereon, then the **Insured** shall be considered his own insurer of the difference and shall bear a rateable proportion of the loss or damage. Every item, if more than one, shall be separately subject to this General Condition.

5 **Contribution**

Save as provided for under Cover 3, if at the time of any claim there is, or but for the existence of this **Policy**, would be any other policy of indemnity or insurance in favour of or effected by or on behalf of the **Insured** applicable to such claim, then the **Company** shall not be liable to pay or contribute more than its rateable proportion of any loss or damage.

6 **Subrogation**

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

7 **Fraud**

If the **Insured** or any claimant under this **Policy** shall make or advance any claim knowing the same to be false or fraudulent as regards amount or otherwise, this **Policy** shall be void and all claims or payments hereunder shall be forfeited.

8 **Cancellation**

8.1 This **Policy** may be cancelled by or on behalf of the **Company** by giving the **Insured** at least 14 days written notice and in such event the **Company** shall refund to the **Insured** a pro-rata premium for the unexpired **Policy Period**. For the avoidance of doubt, the **Company** shall remain liable for any claim that was made prior to the date upon which this insurance is cancelled.

8.2 This **Policy** may be cancelled by the **Insured** at any time by giving at least 14 days written notice to the Company. The **Company** will refund premium in accordance with the Short Period Scale below

Short Period Scale

Period of Risk(Not exceeding)	Premium to be retained (%age of the Annual Rate).
1 Week	10%
1 Month	25%
2 Months	35%
3 Months	50%
4 Months	60%
6 Months	75%
8 Months	85%
Exceeding 8 Months	Full Annual premium

No refund of premium shall be due on cancellation if the **Insured** has made a claim under this **Policy**.

9 **Dispute Resolution**

9.1 Any and all disputes or differences, which may arise under or in relation to this **Policy**, including its interpretation or the quantum of any claim shall be referred to arbitration and to a sole arbitrator to be appointed in accordance with Arbitration and Conciliation Act, 1996, within a period of 30 days of either the **Company** or the **Insured** party giving notice in this regard.

9.2 The applicable law in and of the arbitration shall be Indian law.

- 9.3 The expenses of the arbitrator shall be shared between the parties equally and such expenses along with all reasonable costs in the conduct of the arbitration shall be awarded by the arbitrator to the successful party, or where no party can be said to have been wholly successful, to such party, as substantially succeeded.
- 9.4 It is agreed condition precedent to any right of action or suit upon this **Policy** that an award by such arbitrator or arbitrators shall be first obtained.
- 9.5 In the event that these arbitration provisions shall be held to be invalid then all such disputes shall be referred to the exclusive jurisdiction of the Indian Courts.

10 Notices

- 10.1 Any and all notices and declarations for the attention of the **Company** shall be submitted in writing and shall be delivered to the address specified in the **Schedule**.
- 10.2 Any and all notices and declarations for the attention of the **Insured** or **Named Insured** shall be posted to the **Insured's** address stated in the **Schedule**.

11 Governing Law

The construction, interpretation and meaning of the provisions of this **Policy** shall be determined in accordance with Indian law. The section headings of this **Policy** are included for descriptive purposes only and do not form part of this **Policy** for the purpose of its construction or interpretation.

12 Entire Contract

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

13 Territorial Limits

This **Policy** covers insured events arising during the **Policy Period** within India. The **Company's** liability to make any payment shall be to make payment within India and in Indian Rupees only.