INDUSIND HOTEL & RESTAURANT PACKAGE POLICY (LAGHU) - COMMERCIAL - POLICY WORDING

PREAMBLE

WHEREAS the Insured designated in the Schedule to this IndusInd Hotel & Restaurant Package Policy having by a proposal and declaration together with any statement, report or other document which shall be the basis of the contract and shall be deemed to be incorporated herein, has applied to IndusInd General Insurance Company Limited (hereinafter called "the Company") for the insurance hereinafter set forth and paid appropriate premium for the period stated in the Schedule to this Policy.

NOW THIS POLICY WITNESSETH that subject to the definitions, terms, conditions and exclusions contained, endorsed or otherwise expressed herein, the Company shall compensate, indemnify, pay and/or reimburse the Insured/Insured Person or his/her nominee or legal heirs, as the case may be, in respect of Insured events occurring during the period of insurance stated in the Schedule to this Policy, in the manner and to the extent set forth in this Policy.

DEFINITIONS

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

"Baggage" means and includes Goods for which an Insured Person is officially responsible to the Insured, the Insured Person's personal articles and belongings necessary for undertaking the journey and articles or things acquired during the journey.

"Building" means structure (above plinth and foundation excluding land) of standard construction described in the Schedule to this Policy, unless specifically mentioned. It shall also include connected utilities, sanitary fittings, fixtures and fittings therein belonging to the Insured and for which the Insured is accountable.

"Burglary & Housebreaking" means theft involving entry into or exit from the Insured's Hotel or Restaurant premises by forcible and violent means or following assault or violence or threat thereof to any of Insured's employees or any person residing lawfully in the Insured's Hotel or Restaurant.

"Contents" mean items or property in the Insured's Hotel or Restaurant consisting of, machinery, equipment, furniture, fixtures and fittings, electrical installations and stock and stock-in-trade as described in the Schedule to this Policy including items of property contained therein for which the Insured is accountable.

"Damage" means actual and/or physical damage to tangible property.

"Employee" means any person who is permanently employed by the Insured for the purpose of Insured's Hotel or Restaurant.

"Glass" means fixed plain glass and mirrors in or on the Insured's Hotel or Restaurant premises excluding painting, tinting, embossing or ornamental works on the glass.

"Hotel or Restaurant" shall without prejudice to the generality of each of these words include establishments which carry on hospitality business, provide boarding/lodging facilities, catering services, serve edible items and/or effect across the counter sale of food stuff/beverages/drinks of every kind and description.

"Injury" means death, bodily injury, illness or disease of or to any person.

"Insured Person" means and includes any proprietor, partner, Director, principal officer or an employee of the Insured aged between 18 and 70 years of age.

"Journey" means any trip undertaken in connection with official duties outside the city, town or municipal limits of the place where the Insured's Hotel or Restaurant is situated.

"Kutcha Construction" shall mean and include any building having walls and/or roofs of wooden planks/thatched leaves and/or grass/hay of any kind/bamboo/plastic cloth/asphalt cloth/canvas/tarpaulin and the like.

"Market Value" means Replacement Value less depreciation.

"Money" means and includes cash, coins, currency notes, cheques, postal orders, bank drafts, pay orders, postage stamps.

"Pollution" means pollution or contamination of the atmosphere or of any water, land or other tangible property.

"Premises" shall be deemed to include pipelines running outside the premises for discharge of treated effluents at a disposal point situated within a distance of one kilometer from the Insured's Hotel or Restaurant.

"Retroactive Date" means the date that will coincide with the date of commencement of the first Policy as long as the policy has been renewed without any break. When there is a break, the retroactive date shall commence from the date of renewal of the Policy.

"Reinstatement Value" means the cost of replacing or reinstating on the same site, property of the same kind or type but not superior to or more extensive than the Insured property when new.

"Safe" means and includes cupboards, almirahs and cash boxes made of steel and of standard make secured with standard locking system.

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"Sanitary fittings" mean fixed wash basins, pedestals, sinks, lavatory pans and cistern contained in the Insured's Hotel or Restaurant.

"Standard construction" means any construction other than 'Kutcha' construction.

SCOPE OF COVERAGE

SECTION I - BUILDING/CONTENTS (EXCLUDING MONEY AND VALUABLES)

The Company will indemnify the Insured in respect of loss or damage to the building wherein the business of the Hotel or Restaurant is carried on and to contents therein as specified in the Schedule to this Policy due to:

I) Fire Excluding loss, destruction of or damage caused to the property insured by

a) i. Its own fermentation, natural heating or spontaneous combustion

ii. Its undergoing any heating or drying process.

b) Burning of property insured by order of any Public Authority.

II) Lightning

III) Explosion/Implosion

Excluding loss, destruction of or damage

a. To boilers (other than domestic boilers), economisers or other vessels, machinery or apparatus (in which steam is generated) or their contents resulting from their own explosion/implosion.

b. Caused by centrifugal forces

IV) Aircraft Damage

Loss, destruction of or damage caused by aircraft, other aerial or space devices and articles dropped there from excluding those caused by pressure waves.

V) Riot, Strike and Malicious Damage

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

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

b. Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority.

c. Permanent or temporary dispossession of any building or plant or unit or machinery resulting from the unlawful occupation by any person of such building or plant or unit or machinery or prevention of access to the same.

d. Burglary, housebreaking, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any malicious act.

Terrorism Damage Exclusion Warranty:

Notwithstanding any provision to the contrary within this insurance it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force of violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.

The warranty also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to action taken in respect of any act of terrorism.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

In the event of any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

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

Loss, destruction or damage directly caused by storm, cyclone, typhoon, tempest, hurricane, tornado, flood or inundation, volcanic eruption or other convulsions of nature.

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VII) Impact Damage

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

a. The Insured or any occupier of the property Insured or
b. Insured's employees while acting in the course of their employment

VIII) Subsidence and Landslide including Rockslide

Loss, destruction or damage directly caused by subsidence of part of the site on which the property insured stands or land slide/rock slide excluding:

a. The normal cracking, settlement or bedding down of new structures
b. The settlement or movement of made up ground
c. Coastal or river erosion
d. Defective design or workmanship or use of defective materials
e. Demolition, construction, structural alterations or repair of any property, ground works or excavations.

IX) Bursting and/or Overflowing of Water Tanks, Apparatus and Pipes

X) Missile Testing Operations

XI) Leakage from Automatic Sprinkler Installations

Excluding loss, destruction or damage caused by

a. Repairs or alterations to the property Insured
b. Repairs, removal or extension of the sprinkler installation
c. Defects in construction known to the Insured

XII) Bush Fire

Excluding loss, destruction or damage caused by forest fire.

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

XIII) Earthquake (Fire and Shock)

Loss or damage (including loss or damage by fire) to any of the property Insured occasioned by or through or in consequence of earthquake including flood or overflow of the sea, lakes, reservoirs and rivers and/or landslide/rockslide resulting there from. Provided always that in the event of a claim for loss or damage due to earthquake under this Section the Insured shall (if so required) prove that the loss or damage was occasioned by or through or in consequence of earthquake.

Special Exclusions:

This Section does not cover,

1. a) The first 5% of each and every claim subject to minimum of Rs 10,000/ - in respect of each and every loss arising out of "Act of God" perils such as earthquake, lightning, STFI, subsidence, landslide and rock slide covered under the Policy.
   b) The first Rs 10,000 for each and every loss arising out of other perils in respect of which the insured is indemnified by this Policy.

The excess shall apply per event per insured.

2. Loss, destruction or damage caused by war, invasion, act of foreign enemy, hostilities or war like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
3. Loss, destruction or damage, directly or indirectly, caused to the property insured by
   a. Ionizing, radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
   b. Radioactive toxic, explosives or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
4. Loss, destruction or damage caused to the Insured property by pollution or contamination excluding
   a. Pollution or contamination which itself results from a peril hereby Insured against
   b. Any peril hereby insured against which itself results from pollution or contamination.

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5. Loss, destruction or damage to bullion or unset precious stones, any curios or works of art for an amount exceeding Rs. 10,000/- manuscripts, plans, drawings, securities, obligations or documents of any kind, stamps, coins or paper money, cheques, books of accounts or other business books, computer systems records, explosives unless otherwise expressly stated in the Policy.
6. Loss, destruction or damage to the stocks in Cold Storage premises caused by change of temperature.
7. Loss, destruction or damage to any electrical machines, apparatus, fixtures, or fittings arising from or occasioned by over-running, excessive pressure, short circuiting, arcing, self heating or leakage of electricity from whatever cause (lightning included) provided that this exclusion shall apply only to the particular electrical machine, apparatus, fixture or fitting so affected and not to other machines, apparatus, fixtures or fittings which may be destroyed or damaged by fire so set up.
8. Expenses necessarily incurred on (i) Architects, Surveyors and Consulting Engineer's Fees and (ii) Debris removal by the Insured following a loss, destruction or damage to the property Insured by an Insured peril in excess of 3% and 1% of the claim amount respectively.
9. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
10. Loss or damage by spoilage resulting from the retardation or interruption or cessation of any process or operation caused by operation of any of the perils covered.
11. Loss by theft during or after the occurrence of any Insured peril except as provided under Riot, Strike, Malicious and Terrorism Damage cover.
12. Any loss or damage occasioned by or through or in consequence, directly or indirectly, due to volcanic eruption or other convulsions of nature.
13. Loss or damage to property Insured if removed to any building or place other than in which it is herein stated to be Insured, except machinery and equipment temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding 60 days.

Sum Insured:

The basis of valuation in respect of buildings and contents, other than stock and stock-in-trade, shall be on reinstatement value or market value, as opted by the Insured. In case of stock and stock-in-trade, it shall be on market value basis.

Basis of indemnity:

a. The indemnity in respect of buildings and contents, other than stock and stock-in-trade, shall be on the basis of reinstatement value or market value, as opted by the Insured. In respect of stock and stockin-trade, it shall be on market value.
b. In the event of property Insured being damaged by any of the specified perils, the Company shall pay for the amount of damage or loss or at its option replace or repair the damaged property.
c. 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 portion of the loss accordingly. Every item, if more than one, of the Policy shall be separately subject to this sub-clause.

Special Conditions

1. Coverage under this Section shall be voidable in the event of misrepresentation, mis-description or non-disclosure of any material particular.
2. All insurance under this Section shall cease on expiry of seven days from the date of fall or displacement of any building or part thereof or of the whole or any part of any range of buildings or of any structure of which such building forms part.

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

   Notwithstanding the above, the Company subject to an express notice being given as soon as possible but not later than seven days of any such fall or displacement may agree to continue the insurance subject to revised rates, terms and conditions as may be decided by it and confirmed in writing to this effect.
3. Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the Insured, before the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the Policy by or on behalf of the Company:
   a. If the trade or manufacture carried on be altered, or if the nature of occupation of or other circumstances affecting the building Insured or containing the Insured property be changed in such a way as to increase the risk of loss or damage by Insured perils.
   b. If the building Insured or containing the Insured property becomes unoccupied and so remains for a period of more than 30 days.

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c. If the interest in the property passes from the Insured otherwise than by will or operation of law.

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

5. This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the premium at the short period rate as per All India Fire Tariff for the time, the Policy has been in force. This insurance may also at any time be terminated at the option of the Company, on 15 days' notice to that effect being given to the Insured, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.

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

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

   b. Particulars of all other insurances, if any.

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

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

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

Table of short period scale	
Period of Risk (Not exceeding)	Premium to be retained (% of the Annual Rate)
15 days	10%
1 Month	15%
2 Months	30%
3 Months	40%
4 Months	50%
5 Months	60%
6 Months	70%
7 Months	75%
8 Months	80%
9 Months	85%
Exceeding 9 months	Full Annual Premium.

7. On the happening of loss or damage to any of the property Insured by this Policy, the Company may

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

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

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

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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, incure any liability to the Insured or diminish its rights to rely upon any of the conditions of this Policy in answer to any claim.

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

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

8. 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 the Insured or any one acting on his behalf to obtain any benefit under the Policy or if the loss or damage be occasioned by the willful act or with the connivance of the Insured all benefits under this Policy shall be forfeited.

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

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

10. If the property hereby Insured shall at the breaking out of any fire or at the commencement of any destruction of or damage to the property by any other peril hereby Insured against be collectively of greater value than the sum Insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of the Policy shall be separately subject to this condition.

11. 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 the Insured or by any other person or persons covering the same property, this Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.

    The Insured shall at the expense of the Company do and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated, upon its 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 his indemnification by the Company.

12. Every notice and other communication to the Company required by these conditions must be written or printed.

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

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

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

SECTION II - ALTERNATE ACCOMMODATION

This Section provides for payment of expenses of additional rent for alternative accommodation availed of by the Insured in the event of the Insured's Hotel or Restaurant (being the original premises) mentioned in the Schedule to this Policy being destroyed or damaged by fire and allied perils including earthquake and rendered unfit for occupation subject to the following:

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1. The Indemnity shall be limited to the period during which the original premises remain untenable as a result of occurrence of perils Insured against and shall not exceed six months.
2. The liability of the Company shall not exceed the Sum Insured as mentioned in the Schedule to this Policy.
3. The additional expenses under this Section shall be the difference between the new and the original rent only.
4. Certificate from the Local Municipal Authority or an Architect to the effect that premises in question are untenable is required to be submitted.
5. The cover is granted against Fire and allied perils including Earthquake (Fire & Shock). Cover against Riot, Strike, Malicious damage is granted only if it involves actual physical damage to the building. The cover does not intend to pay, if for instance, the Insured's entry is barred by strikers, demonstrators and similar such occurrences.
6. The cover is limited to buildings other than those of "Kutcha" construction.
7. The area for alternative accommodation shall be equivalent to the area presently occupied by the Insured. However, no restriction will apply in respect of locality for the alternative accommodation, so long as the alternative accommodation is taken in the same city or town.
8. Where the Insured is the Owner-Occupant of the present property, since he/she will not be paying any rent based on the area occupied by him / her (in comparison with the actual rent being paid by the tenant in the same building or similar buildings in the same locality) the standard rent based on the rateable values fixed by Municipal/Revenue Authorities for tax purposes shall be treated as the original rent for the purpose of this Section.
9. 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.
10. If the area of alternative accommodation taken by the Insured is more than the area of the original premises, the additional rent borne by the Insured for the purpose of this Section shall be deemed to be that proportion of the additional rent actually borne by the Insured as the area of the original premises bears to the area of the alternative accommodation taken by the Insured.
11. 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 shall be the actual rent for the alternative accommodation.
12. 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.

Special Conditions:

a. The indemnity shall be computed on weekly and shall be only for a maximum period of 6 weeks which shall be within three months from the date of occurrence of the insured perils.
b. No amount shall be payable under this Section unless the same has been actually incurred by the Insured and is supported by bills / vouchers / receipts / documents to the satisfaction of the Company.
c. The amount payable under this Section per week of claim shall not exceed 1% of Sum Insured under section 1 B of the Schedule attached to this Policy.
d. Certificate from an Architect to the effect that premises in question are untenantable will be accepted as adequate proof of the fact that the Insured premises have become untenantable.
e. The temporary location shall be in an equivalent locality, within the same city / town and of a similar extent as the premises that was occupied by the Insured.

SECTION III - BUSINESS INTERRUPTION (FIRE)

If Insured's Hotel or Restaurant business is interrupted because of damage to the premises by Fire & allied perils and a valid claim is payable under Section I of this Policy, the Company 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.

a) Gross Profit due to reduction in turnover
b) Increase in cost of working

Definitions:

1. Indemnity Period: The period beginning with the occurrence of the damage and ending not later than number of months specified in the Schedule thereafter during which the results of the business is affected in consequence of damage to the premises caused by Fire & allied perils.

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IRDAI Registration No. 103 IndusInd General Insurance Company Limited (Formerly known as Reliance General Insurance). An ISO 9001:2015 Certified Company For complete details on the benefits, coverage, terms & conditions and exclusions, do read the sales brochure, prospectus and policy wordings carefully before concluding sale. Registered & Corporate Office: 6th Floor, Oberoi Commerz, International Business Park, Oberoi Garden City, Off. Western Express Highway, Goregaon (E), Mumbai-400063. Corporate Identity Number: U66603MH2000PLC128300. IndusInd Hotel & Restaurant Package Policy (Retail). UIN No.: IRDAN103RP0007V02201516. IGI/MCOM/CO/MI-39/H&RP(RETAIL)-PW/VER.3.0/230126.

2. Turnover: The money paid or payable to the Insured for services rendered in course of the business at the Hotel or Restaurant.
3. Gross profit: The amount by which the sum of the Turnover and the amount of Billing shall exceed the sum of the amount of the Opening Billing and the amount of the Specified Working Expenses.

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

Conditions

1. If during the Indemnity Period services shall be rendered elsewhere than at the Hotel or Restaurant for the benefit of the business either by Insured or by others on Insured's behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Turnover during the Indemnity Period.
2. Insured shall declare within nine months after the expiry of any Period of Insurance, that the Gross Profit earned (or a proportionately increased multiple there of where the maximum Indemnity Period exceeds 12 months) during the accounting period of 12 months most nearly concurrent with the Period of Insurance, as certified by the Insured's Auditors, was less than the Limit of Liability there on, a pro-rata return of premium not exceeding 50% of the premium paid by Insured for such period of Insurance shall be made in respect of the difference. Where, however, the Company does not receive the declaration within twelve months after the expiry of the Period of Insurance, no refund shall be admissible. If any damage has occurred giving rise to a claim under this Policy such return shall be made in respect only of said difference, as is not due to such damage.
3. The insurance of this Policy ceases if (a) the business be wound up or carried on by Liquidator or Receiver or permanently discontinued or (b) the Insured's interest ceases otherwise than by death (c) any alteration be made in the Hotel or Restaurant where by the risk of damage is increased, at any time after the commencement of this insurance, unless its continuance be admitted by memorandum signed by or on behalf of the Company.

Basis of Settlement

The amount payable as indemnity shall be

a. In respect of loss of Gross Profit due to Reduction in Turnover: the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity period shall, in consequence of the damage, fall short of the Standard Turnover.
b. In respect of Increase in cost of working: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for the expenditure would have taken place during the Indemnity Period in consequence, but not exceeding the reduction in turnover so avoided. Less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the business payable out of Gross Profit as may cease or be reduced in consequence of the damage.

   Provided that if the Limit of Liability by this item be less than the sum produced by applying the Rate of Gross Profit to the Annual Turnover, the amount payable shall be proportionately reduced.

Departmental Clause

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

Limit of Liability

The maximum amount the Company may have to pay as indemnity under this Section shall not exceed the Limit of Liability in respect of each item as stated in the Schedule for any one Period of Insurance.

SECTION IV - ELECTRONIC EQUIPMENT

This Section indemnifies the Insured against any unforeseen and sudden physical loss or damage to Electronic equipment detailed in the Schedule, belonging to the Insured from any cause, other than those specifically excluded, in a manner

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necessitating repair or replacement, by payment in cash, replacement or repair (at the option of the Company), upto an amount not exceeding during the period of Insurance in respect of each of the items specified in the Schedule the sum set opposite thereto and not exceeding in all the total Sum expressed in the Schedule.

Provided that the Sum Insured in respect of each and every item covered by this Section shall be equal to the cost of replacement of the insured property by new property of the same kind and same capacity, Replacement cost includes freight, dues and customs duties, if any and erection costs.

Special Exclusions:

The Company shall not, however, be liable for

a. 5% (Five Percent) of the claim amount subject to a minimum of Rs 1,000 /- (One Thousand Only) for each and every occurrence of the damage.

b. The Excess as stated in the Schedule which is to be borne by the Insured in any one or more items are lost or damaged: if more than one item is lost or damaged in one occurrence, the Insured shall not, however, be called upon to bear more than the highest single excess applicable to such items;

c. Loss or damage caused by any faults or defects existing at the time of commencement of the present Insurance within the knowledge of the Insured, or his representatives, whether such faults or defects were known to the Company or not;

d. Loss or damage as a direct consequence of the continual influence of operation (e.g. wear and tear, cavitations, erosion, corrosion, incrustation) or of gradual deterioration due to atmospheric conditions;

e. Any costs incurred in connection with the elimination of functional failures unless such failures were caused by an indemnifiable loss of or damage to the Insured items;

f. Any costs incurred in connection with the maintenance of the Insured items, such exclusion also applying to parts exchanged in the course of such maintenance operations;

g. Loss or damage to be made good by the manufacturer, supplier or maintenance contractor either in law or under contract;

h. Loss of or damage to rented or hired equipment for which the owner is responsible either by law or under a lease and/or maintenance agreement;

i. Consequential loss or liability of any kind or description;

j. Loss of or damage to bulbs, valves, tubes, ribbons, fuses, seals, belts, wires, chains, rubber tyres, exchangeable tools, engraved cylinders, objects made of glass, porcelain or ceramics sieves or fabrics, or any operating media);

k. Aesthetic defects, such as scratches on painted, polished or enamelled surfaces.

l. The cost of any alterations, improvements or overhauls.

m. Cessation of work total or partial.

Warranty

It is warranted that an Agreement for the Electronic Equipment Installation from its owners or manufacturers or a Company or Concern approved by manufacturer shall be kept in force throughout the currency of this Policy and no variation in terms of the Agreement shall be made without the Company's written consent. For the purpose of this warranty, 'Agreement' shall mean any agreement which provides:

a. Maintenance services for the Electronic Equipment Installation including preventive treatment or adjustment of mechanical or moving parts, safety checks and

b. Rectification of loss, damage, faults arising form any cause during normal operation as well as from aging.

Provided that this warranty shall not apply if the additional premium as required by the Compan.-3y is paid by the Insured for deletion of this warranty.

Basis of Indemnity:

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

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b. In cases where an Insured item is destroyed or cannot be repaired, the Company will pay the actual value of the item immediately before the occurrence of the loss, including costs for ordinary freight, erection and customs duties if any, provided such expenses have been included in the Sum Insured, such actual value to be calculated by deducting proper depreciation from the replacement value of the item. The Company will also pay any normal charges for the dismantling of the machinery destroyed, but the salvage will be taken into account.

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

d. In case of total loss of the insured item that has become obsolete, all costs necessary to replace the lost or damaged Insured item with a follow-up model (similar type) of similar structure/configuration (of similar quality) i.e. low, average or high capacity will be reimbursed.

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

SECTION V - REINSTATEMENT OF DATA

This Section indemnifies the Insured against the cost of reinstating data on data carrying materials and for programmes. In the event of damage to data contained in or on data carrying materials or to programmes, up to an amount not exceeding during the period of Insurance the Sum expressed in the Schedule as Insured hereby.

Provided that no claim under this Section shall be admissible unless the data was resident in an electronic equipment covered under Section IV and a claim in respect of the same had been made and admitted by the Company.

Provided further that such reinstatement shall be done within a period of 3 months from the date of occurrence of the loss/ damage.

Special Exclusions

The Company will not be liable for:

a. 5% (Five Percent) of the claim amount subject to minimum of ₹ 1,000/- for each and every occurrence of the damage.

b. Loss caused by data carrying materials not stored in accordance with or stored for a larger period than stated in the maker's instruction.

c. Any cost arising from false programming, punching, labelling or inserting inadvertent cancelling of information caused by magnetic fields.

d. Loss discovered more than six calendar months after its occurrence.

e. Cost incurred for alteration or improvement of data/programme.

f. Intrinsic value of data/programme.

g. Programme which cannot be exchanged by user

SECTION VI - ALL RISK (portable Computers And Mobile Phones)

The Section will indemnify the Insured against physical loss or damage during the period of this Policy to the items specified in the Schedule and belonging to Insured and in personal custody of Insured, director or employee whilst anywhere in India for the purpose of business.

Provided that the liability of the Company will be limited to Sum Insured against each item in the Schedule and not exceeding in aggregate the total Sum Insured stated in the Schedule in any one period of Insurance.

Provided further that this Section is otherwise subject to the same perils, terms, conditions, exclusions, warranties and provisions as contained in section IV.

SECTION VII - MACHINERY BREAKDOWN

The Company will indemnify the Insured against any unforeseen and sudden physical loss or damage caused by electrical or mechanical breakdown sustained during the currency of Policy by electrical or mechanical appliances, apparatus, gadgets or any electrical or mechanical installation which are not older than 5 (Five) Years in age while contained in or fixed in the Hotel or Restaurant and specified in the Schedule, from any cause, other than those specifically excluded, in a manner necessitating repair or replacement, by payment in cash, replacement or repair (at the option of the Company), upto an amount stated in the Schedule.

Provided that the Sum Insured in respect of each and every item covered by this Section shall be equal to the cost of replacement of the Insured property by new property of the same kind and same capacity .

Replacement cost includes freight, dues and customs duties, if any and erection costs.

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Breakdown shall mean the actual breaking or burning out of or the failure of any part of the appliances, installation specified in the Schedule occurring during normal use to any cause stoppage of functions thereof and necessitating the repair or replacement of such parts before normal working can commence.

Extension

On payment of additional premium this section of the policy is extended to cover any loss or damage due to deterioration, putrefaction or contamination of stocks insured against the breakdown of the Refrigeration Machinery described in the schedule resulting in a rise in temperature in the refrigeration chambers subject to terms, exceptions, warranties and conditions & limit of Liability stated in the schedule.

Special Conditions:

a. The amount payable under this Section shall include expenses necessarily incurred to restore the damaged property to its former state of serviceability plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs as well as custom duties and other dues if any to the extent such expenses have been included in the Sum Insured.

b. No deduction shall be made towards depreciation in respect of parts replaced except for parts with limited life of use but the value of salvage will be taken into account.

c. If the cost of repairs equals or exceeds the actual value of the insured item immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in d) below.

d. In case of total loss claims, the Company will pay actual value of the item immediately before the occurrence of the damage including cost for ordinary freight, erection and custom duties if any provided such expenses have been included in Sum Insured, such actual value to be calculated by deducting 10% depreciation per year from the replacement value of item science the date of manufacture. The maximum depreciation however shall not exceed 50% of the replacement value of the item in respect of which is total loss is admitted under the policy.

Special Exclusions:

The Company will not be liable for:

a) 1% (One Percent) of the sum insured in respect of each appliance separately or the sum of Rs (two hundred and fifty) whichever is higher of each and every damage in respect of which claim is admitted under the policy.

b) Damage to any Insured item by perils which are insurable under other sections of the Policy.

c) Damage for which the manufacturer or supplier of the property or a maintenance contractor is responsible by law or contract.

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

e) Deterioration of or wearing away or wear out of any item caused by or naturally resulting from normal use or exposure.

f) Damage caused by or arising out of wilful act or wilful gross negligence of Insured, his employee or director.

g) Damage due to faults existing at the time of commencement of this Insurance and not known to the Insured, director or employee, regardless of whether such faults or defects were known to the Company or not.

h) Cost of transport to the repair hotel and / or restaurant and back to the insured's hotel and / or restaurant premises of any insured item arising out of damage to such item.

I) Damage to any Insured item occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority of such item or by permanent or temporary dispossession of any building resulting from the unlawful occupation by the Insured of the building.

SECTION VIII - BURGLARY & HOUSEBREAKING CONTENTS (excluding Money And Valuable)

The Company will indemnify the Insured in respect of:

a) Loss or damage to contents, by burglary and/or housebreaking

b) Damage to the Insured's Hotel or Restaurant and/or safe resulting from burglary and/or housebreaking or any attempt thereat subject to a maximum of 5 % of the Sum Insured under this Section.

Provided however that no loss under clauses a) and b) herein above, shall together exceed the Sum Insured under this Section.

Basis of indemnity:

a) The indemnity in respect of contents, other than stock and stock-intrade, shall be on the basis of reinstatement value or market value, as opted by the Insured. In respect of stock and stock-in-trade, it shall be on market value.

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

c) If the property hereby insured shall, at the time of loss or damage by any of the insured perils covered under this Section,

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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 portion of the loss accordingly. Every item, if more than one, of the Policy shall be separately subject to this sub-clause.

Special Exclusions:

This Section does not cover loss or damage:-

1. By burglary and/or housebreaking or theft where any member of the Insured's family is concerned as principal or accessory
2. To livestock, motor vehicles and pedal cycles
3. To money, securities for money, stamps, bullion, deeds, bonds, bills of exchange, promissory notes, shares and stock certificates, business books, manuscripts, documents of any kind, unset precious stones and jewellery and valuables, unless separately specified.
4. Of money extracted from safe following the use of key to the said safe belonging to the Insured unless such key has been obtained by assault or threat thereof.

SECTION IX - MONEY INSURANCE

The Company will indemnify the Insured in respect of:

a. Loss by accident or misfortune whilst the Insured's money is in the hands of employee(s) of the Insured in transit, between the Insured Hotel or Restaurant and bank (including Automatic Teller Machine centres) and vice versa.

b. Loss of or damage to money and/or valuables by Burglary and/or Housebreaking, whilst contained in safe, burglar resistant or other steel cupboards/cashbox and/or such other places under lock and key in the Hotel or Restaurant.

c. Loss of money whilst lying in the cashier's till in the Hotel or Restaurant, during business hours consequent to or following assault and/or violence against any employee of the Insured or any threat, provided always that such moneys are in custody of a responsible person entrusted with the work of handling cash.

Provided always that:

1. In no event the Company shall be liable for any loss unless notified forthwith to the Company in writing.
2. A complete account of cash in safe, steel cupboards, cash box and/or other places under lock and key shall be kept secured in some place other than the place where the money covered is kept and the liability of the Company shall be limited to the amount actually shown by such records not exceeding the amount stated in the Schedule under this Section.

Special Exclusions:

This Company shall not be liable in respect of:

a) Loss of money where any employee of Insured is concerned as principal or accessory or arising out of or attributable to an act of fraud or dishonesty committed by one or more of the employees carrying the money.

b) Shortage due to error or omission.

c) Loss of money by removal from safe following the use of the Key to the said safe or any duplicate thereof belonging to the Hotel or Restaurant unless such key has been obtained by assault or violence or any threat.

SECTION X - FIXED PLATE GLASS

The Company will indemnify the Insured in respect of loss of or damage to fixed plate glass in the Hotel or Restaurant specified in the Schedule by accidental breakage provided that the liability of the Company in respect of any loss or all losses in any one Period of Insurance is limited to the sum set against in the Schedule.

The Company shall not be liable in respect of:

a. Breakage or damage during removal, alterations and/or repairs on or about the Hotel or Restaurant.

b. Breakage of lettering unaccompanied by breakage or damage of glass

c. Breakage of or damage to frame work of any description, unless specifically declared

d. Disfiguration or scratching or damage of glass other than fracture extending through the entire thickness of glass

e. Embossed, silvered, lettered, ornamental, curved or any glass whatsoever, other than glass which is plain and of ordinary glazing quality unless the same be specifically declared

f. Breakage of glass not completely and securely fixed

g. Loss or damage consequent upon interruption or delay of business or other loss, damage or injury arising from breakage of glass or during replacement thereof

The Sum Insured shall be on reinstatement value basis. Coverage under this section is subject to an excess 5% of the claim amount or ₹ 500/– whichever is less, in respect of each and every claim for loss or damage admitted under the policy.

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SECTION XI - NEON SIGNS/GLOW SIGNS

The Company will indemnify the Insured in respect of loss or damage to Neon sign/glow sign/hoarding, belonging to the Insured and fixed in the Hotel or Restaurant by:

a. Accidental External Means

b. Fire, Lightning, External Explosion or theft of whole sign

c. Riot, Strike Malicious Act or Terrorism

d. Flood, Inundation, Storm, Tempest, Typhoon, Hurricane, Tornado or Cyclone

The Sum Insured shall be on reinstatement value basis. The Sum Insured shall be on reinstatement value basis. Coverage under this section is subject to an excess 5% of the claim amount or ₹ 500/– whichever is less, in respect of each and every claim for loss or damage admitted under the policy.

Special Exclusions:

The Company shall not be liable in respect of the fusing or burning out of Bulbs and/or Tubes arising from short-circuiting or arcing or any other mechanical or electrical breakdown of faults.

SECTION XII - ACCOMPANIED BAGGAGE

In the event of loss of or damage to accompanied and or checked in Baggage due to accident whilst on journey, anywhere in the world, the Company will pay the actual value of the baggage at the time of happening of the damage, provided always that no liability will arise for any claim which is otherwise identifiable by a contract of affreightment for accompanied or checked in baggage.

Limit of Liability

Company's liability under this Section shall not exceed the Limit of Liability stated in the Schedule.

Condition

Loss of Damage to baggage covered under this sub-Section should be reported to Police within 24 hours of discovery and a written report obtained.

Exclusions

This Section does not cover,

a. First ₹ 500 /- (Five hundred only) in each and every claim.

b. Damage due to cracking, scratching or breakage of lenses or glass whether part of any equipment or otherwise or of china marble, gramophone records or other articles of a brittle or fragile nature, unless such damage arises from an accident to any vessel, train, vehicles or aircraft by which such property is conveyed.

c. Damage caused by moth, mildew, vermin or any process of cleaning, dyeing, repairing or restoring to which the property is subjected.

d. Loss of or damage to any electrical machine, apparatus, fixtures or fittings (including wireless sets, radio, television sets and tape recorders) arising from overrunning, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity from whatever cause (lightning included).

e. Damage due to theft from any car except from a car of the fully enclosed saloon type having all the doors, windows and other openings securely locked and properly fastened.

f. Loss of or damage to any property whilst being conveyed by any carrier under a contract of affreightment.

g. Loss of or damage to money, securities, manuscripts, deeds, bonds, bills of exchange, promissory notes, stock or share certificates, stamps, business books or documents, jewellery, watches, furs, precious metals, precious stones, gold and silver ornaments, travel tickets, cheques and bank drafts.

h. Loss of or damage to articles of a consumable nature.

I. Loose articles such as sticks, straps, umbrellas, sunshades, fans, deck chairs, property in use on the journey nor articles or clothes whilst being worn on the person or being carried out.

SECTION XIII - PERSONAL ACCIDENT

1. Definition:

Insured / Insured Person: A person accepted by the Company to be insured under this Policy and who meets and continues to meet all the eligibility requirements and whose name specifically appears under Insured (Insured Person) in the Policy Schedule and with respect to whom the premium has been received by the Company.

Accident: An accident is a sudden, unforeseen and involuntary event caused by external visible and violent means.

Illness: Illness means a sickness or a disease or pathological condition leading to the impairment of normal physiological

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function which manifests itself during the policy period and required medical treatment.

Injury: Injury means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent and visible and evident means which is verified and certified by a Medical Practitioner

Sum Insured / Capital Sum Insured: Sum Insured / Capital Sum Insured means the sum as specified in the Schedule / Annexure to this Policy against the name of Insured/Insured Person/s, which sum represents the Company's maximum liability for any and all claims pertaining to that insured person under this Policy during the Policy period.

2. What is covered:

This section provides for compensation , if during the policy period, the insured person shall sustain any injury resulting from an accident, then the Company shall pay to the Insured or his legal representative(s), as the case may be, the sum or sums hereinafter set forth, that is to say –

a) If such injury shall within twelve calendar months of its occurrence be the sole and direct cause of the death of the Insured Person, the Capital Sum Insured stated in the Schedule hereto, applicable to such Insured Person;

b) If such injury shall within twelve calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of:

   i) Sight of both eyes, or of the actual loss by physical separation of two entire hands or two entire feet, or of one entire hand and one entire foot, or of such loss of sight of one eye and such loss of one entire hand or one entire foot, the Capital Sum Insured stated in the Schedule hereto applicable to such Insured Person;

   ii) Use of two hands or two feet, or of one hand and one foot, or of such loss of sight of one eye and such loss of use of one hand or one foot, the Capital Sum Insured stated in the Schedule hereto, applicable to such Insured Person.

c) If such injury shall within twelve calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of:

   i) The sight of one eye, or of the actual loss by physical separation of one entire hand or of one entire foot, fifty percent (50%) of the Capital Sum Insured stated in the Schedule hereto, applicable to such Insured Person;

   ii) Use of a hand or a foot without physical separation, fifty percent (50%) of the Capital Sum Insured stated in the Schedule hereto applicable to such Insured Person.

NOTE: For the purpose of Clauses (b) and (c) above, 'physical separation' of a hand means separation at or above the wrist and of the foot means at or above the ankle.

d) If such injury shall, as a direct consequence thereof, immediately, permanently, totally and absolutely, disable the Insured Person from engaging in being occupied with or giving attention to any employment or occupation of any description whatsoever, then a lump sum equal to hundred percent (100%) of the Capital Sum Insured, stated in the Schedule hereto applicable to such Insured Person.

e) If such injury shall within twelve calendar months of its occurrence be the sole and direct cause of the total and/or partial and irrecoverable loss of use or of the actual loss by physical separation of the following, then the percentage of the Capital Sum Insured applicable to such Insured Person in the manner indicated below:

Description of loss	Percentage of Capital Sum Insured (CSI)
Loss of toes - all	20%
Loss of toes great - both phalanges	5%
Loss of toes great - one phalanx	2%
Loss of toes other than great, if more than one toe lost: each	1%
Loss of hearing - both ears	75%
Loss of hearing - one ear	30%
Loss of four fingers and thumb of one hand	40%
Loss of four fingers	35%
Loss of thumb - both phalanges	25%
Loss of thumb - one phalanx	10%
Loss of index finger - three phalanges or two phalanges or one phalanx	10%

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IRDAI Registration No. 103 IndusInd General Insurance Company Limited (Formerly known as Reliance General Insurance). An ISO 9001:2015 Certified Company For complete details on the benefits, coverage, terms & conditions and exclusions, do read the sales brochure, prospectus and policy wordings carefully before concluding sale. Registered & Corporate Office: 6th Floor, Oberoi Commerz, International Business Park, Oberoi Garden City, Off. Western Express Highway, Goregaon (E), Mumbai-400063. Corporate Identity Number: U66603MH2000PLC128300. IndusInd Hotel & Restaurant Package Policy (Retail). UIN No.: IRDAN103RP0007V02201516. IGI/MCOM/CO/MI-39/H&RP(RETAIL)-PW/VER.3.0/230126.

Loss of middle finger - three phalanges or two phalanges or one_phalanx	6%
Loss of ring finger - three phalanges or two phalanges or one phalanx	5%
Loss of little finger - three phalanges or two phalanges or one phalanx	4%
Loss of metacarpals - first or second (additional) or third, fourth or fifth (additional)	3%
Any other permanent partial disablement -	Percentage as assessed by a panel doctor of the Company

f) If such injury shall be the sole and direct cause of temporary total disablement, then so long as the Insured Person shall be totally disabled from engaging in any employment or occupation of any description whatsoever, a sum at the rate of one percent (1%) of the Capital Sum Insured stated in the Schedule hereto per week, but in any case not exceeding ₹ 5,000/- per week in all, under all personal accident policies covering such Insured Person.

Provided that the compensation payable under the foregoing Clause (f) shall not be payable for more than 100 weeks in respect of any one injury calculated from the date of commencement of disablement and in no case shall exceed the Capital Sum Insured applicable to such Insured Person.

Notwithstanding anything to the contrary stated herein only those benefits, which are mentioned above under clauses "a" to "f", shall be covered under the policy which have been specifically mentioned and covered under the Policy Schedule.

ADDITIONAL BENEFIT

1. Carriage Of Dead Body: In the event of death of the Insured Person due to accident as defined in the policy outside his/ her residence, the Company in addition to the amount payable under the foregoing Clause

   (a) Shall also pay for transportation of Insured Person's dead body to the place of residence a lump sum of 2% of Capital Sum Insured or ₹ 2,500/- whichever is less.

2. Education Grant: In the event of death or permanent total disablement of the Insured due to accident, the Company shall pay as education grant for the dependent children as below:

   a) If the insured has one dependent child below the age of 25 years, an amount equal to 10% of the capital sum insured subject to maximum of ₹ 5000.

   b) If the insured has more than one dependent child below age of 25 years, an amount equal to 10% of the capital sum insured subject to maximum of ₹ 10,000, irrespective of number of dependent children. Payment of education grant as above will be made along with the capital sum insured to the same person who is / are entitled to receive capital sum insured.

EXTENSION: MEDICAL EXPENSE:

The company undertakes, subject to the terms, conditions, exclusions and definitions contained herein or endorsed or otherwise expressed hereon that if during the Policy Period, the Insured/Insured Person shall contract any injury, which results in a claim which is admissible under the Policy, the Company shall indemnify the Insured/Insured Person, for the amount of such medical expenses, which should be reasonable & customary, and which have been incurred during Hospitalization, during Policy period, for Inpatient Care on the written medical advice of a Medical Practitioner for the Medically necessary treatment of the Insured subject to the following:

The Company's maximum liability for such expenses shall not exceed 40% of the compensation paid in settlement of a valid claim under Scope of Cover or 20% of the relevant sum insured whichever is less.

For the purpose of this extension the following words shall mean:

'Hospital' means any institution established for in-patient care and day care treatment of illness and / or injuries and which has been registered as a hospital with the local authorities, wherever applicable, and is under the supervision of a registered and qualified medical practitioner and must comply with all minimum criteria as under the Clinical Establishments (Registration & Regulation) Act, 2010 or under enactments specified under the Schedule of Section 56 (1) of the said act or complies with all minimum criteria as under:

a. Has qualified nursing staff under its employment round the clock;

b. Has at least 10 inpatient beds, in towns having a population of less than 10,00,000 and atleast 15 inpatient beds in all other places;

c. Has qualified medical practitioner(s) in charge round the clock;

d. Has a fully equipped operation theatre of its own where surgical procedures are carried out

e. Maintains daily records of patients and make these accessible to the Insurance Company's authorized personnel.

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'Hospitalization' means admission in a hospital for a minimum period of 24 consecutive hours for Inpatient care except for day care treatment, where such admission could be for a period of less than 24 consecutive hours.

'In-patient care' means treatment for which the insured person has to stay in a hospital for more than 24 hours for a covered event.

'Medical Advise' means any consultation or advice from a medical practitioner including the issue of any prescription or repeat prescription.

'Medical Expenses' means those expenses that an insured person has necessarily and actually incurred, during the policy period for medical treatment on account of injury on the Medical Advice of a medical practitioner, as long as these are no more than would have been payable if the insured person had not been insured and no more than other hospitals or Medical Practitioners in the same locality would have charged for the same medical treatment.

'Medical Practitioner' is a person who holds a valid registration from the Medical Council of any state or Medical Council of India and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of his license and should not be the policy holder/ insured or close family member of the policyholder/ insured.

'Medically necessary treatment' is any treatment, tests, medication, or stay in hospital or part of stay in a hospital which

a. Is required for the medical management of the injury suffered by the insured;
b. Must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity;
c. Must have been prescribed by a medical practitioner;
d. Must conform to the professional standards widely accepted in international medical practice or by the medical community in India.

'Reasonable & Customary charges' means the charges for services or supplies, which are the standard charges for the specific provider and consistent with the prevailing charges in the geographical area of identical or similar services, taking into account the nature of the injury involved.

Special Exclusions

PROVIDED ALWAYS THAT the Company shall not be liable under this policy for:

1. Death or disablement resulting directly or indirectly caused by, contributed to or aggravated or prolonged by childbirth or from pregnancy or in consequence thereof.
2. Compensation under more than one of the foregoing Clauses in respect of the same period of disablement of the Insured Person.
3. Any other payment to the same person after a claim under one of the foregoing Clauses (a), (b) or (d) has been admitted and become payable save for payments under medical expenses extension and for carriage of dead body.
4. Any payment in case of more than one claim in respect of such Insured Person under the policy during any one period of insurance by which the maximum liability of the Company specified in the Schedule applicable to such Insured Person would exceed the sum payable under the foregoing Clause (a) of this policy to such Insured Person. This would not apply to payments made under medical expenses extension and for carriage of dead body.
5. Payment of weekly compensation until the total amount shall have been ascertained and agreed.
6. Payment of compensation in respect of death, injury or disablement of the Insured Person (a) from intentional self-injury, suicide or attempted suicide, (b) whilst under the influence of intoxicating liquor or drugs (c) whilst engaging in aviation or ballooning whilst mounting into, dismounting from or travelling in any aircraft or balloon other than as a passenger (fare paying) in any duly licensed standard type of aircraft anywhere in the world, (d) directly or indirectly caused by venereal diseases, AIDS or insanity, (e) arising or resulting from the Insured Person committing any breach of law with criminal intent.

'Standard type of aircraft' means any aircraft duly licensed to carry passengers (for hire or otherwise) by an appropriate authority irrespective of whether such an aircraft is privately owned or chartered or operated by a regular airline or whether such an aircraft has a single engine or multiengine.

Policy holders's/ Insured Person's duty at the time of claim

Claim Procedure

The fulfillment of the terms and conditions of this Policy (including the realization of premium by their respective due dates) in so far as they relate to anything to be done or complied with by the Policyholder or any Insured Person, including complying with the following steps, shall be the condition precedent to the admissibility of the Claim. Upon the happening of any accident / Injury that may give rise to a Claim under this Policy, then as a condition precedent to the admissibility of the Claim, the Policyholder/ Insured Person / legal heir shall undertake the Following:

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1. Claims Intimation:

In the event of accident or Injury which has resulted in a Claim or may result in a Claim covered under the Policy, the Policyholder/Insured Person / legal heir must notify to the Company either at the call center or in writing immediately. In case of death, written notice of the death must, unless reasonable cause is shown, be so given before internment / cremation, and in any case, within one calendar month after the death, and in the event of loss of sight or amputation of limb(s), written notice thereof must be given within one calendar month after such loss of sight or amputation. The following details are to be provided to the Company at the time of Intimation of Claim:

a. Policy Number
b. Name of the Policyholder
c. Name of the Insured Person in whose relation the Claim is being lodged
d. Nature of accident / Injury
e. Name and address of the attending Medical Practitioner and Hospital
f. Date of accident
g. Any other information as requested by the Company

2. Claims Procedure

The Policyholder/ Insured Person shall be required to submit the documents as mentioned in Clause 4 of this section.

3. Policyholder's / Insured Person's duty at the time of Claim

a) The Policyholder / Insured Person must take reasonable steps or measure to avoid or minimize the quantum of any Claim that may be made under this Policy.

b) Forthwith intimate / file / submit a Claim in accordance with Clause 1 and 3 of this section.

c) If so requested by the Company, the Insured Person will have to submit himself for a medical examination by the Company's nominated Medical Practitioner as often as it considers reasonable and necessary. The cost of such examination will be borne by the Company.

d) Proof satisfactory to the Company shall be furnished on all matters upon which a claim is based. Any Medical or other agent of the Company shall be allowed to examine the Insured Person on the occasion of any alleged injury or disablement when and so often as the same may reasonably be required on behalf of the Company. On occurrence of an event which will lead to a Claim under this Policy, the Policyholder/ Insured Person shall:

i) Allow the Medical Practitioner or any of the Company's representatives to inspect the any relevant document pertaining to the injury / accident / incident, medical and hospitalization records, investigate the facts and examine the Insured Person.

ii) Assist and not hinder or prevent the Company's representatives in pursuance of their duties for ascertaining the admissibility of the Claim under the Policy. If the Policyholder / Insured Person / legal heir does not comply with the provisions of these conditions all benefits under this Policy shall be forfeited at the Company's option.

4. Claim Documents

The Policyholder / Insured Person /Nominee /Legal Heir shall submit to the Company the following documents for or in support of the Claim:

a. Death Certificate (in case of Death Claim)
b. Disability Certificate (in case of Disability Claim)
c. Duly completed and signed Claim Form, in original
d. Medical Practitioner's referral letter advising Hospitalization
e. Medical Practitioner's prescription advising drugs/ diagnostic tests / consultation
f. Original bills, receipts and discharge card from the Hospital/Medical Practitioner
g. First Information Report/ Final Police Report
h. Post mortem report, if available
i. Any other document as required by the Company to assess the Claim.

Special Terms Applicable to PA section

1. Records to be maintained

The Policyholder/ Insured Person shall keep an accurate record containing all relevant accident / injury records and shall allow the Company or its representative(s) to inspect such records. The Policyholder/ Insured Person shall furnish such information as the Company may require under this Policy at any time during the Policy Period and up to three years after the policy expiration, or until final adjustment (if any) and resolution of all Claims under this Policy.

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2. Withdrawal / Revision / Modification of the Product

The Company reserves the right to withdraw, revise or modify this product /policy in the future. The revision/modification may be in respect of Benefits, coverage, premiums, policy terms and conditions &/or exclusions.

In the event of any such withdrawal of product/terms of policy, premium the company would give a 3 months notice in advance to the policyholder.

In the event of any revision or modification of the product the company will notify the policyholder in advance of such changes.

3. Payment of Interest

In the event of delay in settlement of claim beyond the period as specified by the Insurance Regulatory Development Authority of India (IRDA)the Company shall be liable to pay interest as per the rate as defined by IRDA's Protection of Policy Holder Interest Regulation.

Section XIV - Fidelity Of Employees

The Company will indemnify the Insured against direct pecuniary loss due to fraud/dishonesty or fraudulent conversion of money or money's worth during the period of this insurance caused by the employees of the Hotel or Restaurant, subject to the limits specified in the Schedule.

Provided that the loss shall have occurred in connection with occupation and duties of the employee while on actual duty during the uninterrupted continuance of his employment and be discovered within 12 months after the death, dismissal or retirement of such employee or twelve months after this Policy shall have ceased to exist, whichever of these events shall happen first.

Special Conditions

On the discovery of any act which may give rise to a claim under this Section:

a. Give immediate notice of loss in writing to the Company which in any case should be within 24 hours of occurrence of the event and lodge a complain with police authorities.

b. Immediately take all steps to prevent further loss.

c. Supply at the request of and free of expense to the Company all such proof, information and other evidence (verified by statutory declaration if so required) relating to the claim as the Company may require.

d. The Insured shall report the occurrence of any event which could give rise to a claim immediately on discovery of the same and in no case later than 30 days from the date of such discovery.

e. The liability of the Company for any each employee in respect of all losses during the Period of Insurance is limited to the sum stated in the attached Schedule.

f. Any money of the employee in the hands of Insured and any money which but for the employee's dishonesty would have been due to the employee from the Insured shall be deducted from the amount otherwise payable under this Policy. Any money recovered after the settlement of any claim shall be the property of the Insured, not exceeding, however, the amount paid by the Insured.

g. The Insured shall when required by the Company but at the expense of the Company if a conviction be obtained, use all diligence in prosecuting any of the employee to conviction for any act which such employee shall have committed and in consequence of which a claim will have to be made under such Policy and shall at the Company's expense give all information and assistance to enable the Company to use for and obtain reimbursement by any such employee by reason of whose acts or defaults a claim has been made or by the estate of such employee or money which the Company shall have become liable to pay in respect thereof.

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

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

SECTION XV - LIABILITY

This Section covers Insured's legal liability (other than liability under the Public Liability Insurance Act, 1991 or any amendments thereto or any other statute based on the doctrine of liability or product or pollution liability) to pay compensation including claimant's costs, fees and expenses anywhere in India, in accordance with Indian Law.

The indemnity under this Section only applies to claims arising out of accidents occurring in the Insured's Hotel or Restaurant during the period of insurance and first made in writing during the Policy period and not in respect of any claim arising out of or in connection with:

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a) Pollution howsoever caused

b) Any product.

Definition:

Policy period not withstanding anything to the contrary in this Policy, the period of insurance with respect to this section XV- Liability shall mean the period commencing from the retroactive date and terminating on the expiry date as mentioned in the schedule to this policy.

Special Exclusions:

The Company shall not be liable in respect of:

a. Deductible of 0.5% of any one Accident limit subject to a minimum of Rs 1000 /- and maximum of Rs 10,00,000 /-

b. Any claims arising from or caused by or attributed to animals, vehicle aircraft, ships, craft.

The Cover under this Section also includes the following:

Food and Beverages

Legal liability of Insured for death and/or bodily injury and/or loss of or damage to or loss of use of property arising out of poisoning by foreign or deleterious matter in food, beverages and/or any other edible items supplied by the Hotel or Restaurant, provided always that the Hotel or Restaurant shall take every possible precaution to prevent supply of any food/beverages/ edible items which are not in good condition or free from contamination or fit for human consumption subject to limit of indemnity not exceeding the following which shall form part of the overall limit as mentioned in the Schedule:

- Any one accident
- Aggregate during the Policy period

Goods kept in custody of Insured

Legal liability of the Insured for loss/damage to property of residents/ bonafide guests whilst they are under care and control and custody of the Hotel or Restaurant referred to in the Schedule subject to limit of liability not exceeding the following which shall form part of the overall limit of liability as mentioned in the Schedule.

- Any one accident
- Aggregate during the Policy period

It is expressly agreed and understood that the cover granted under this Policy shall not apply to legal liability arising out of loss or damage to valuables of residents/ bonafide guests unless they are kept in the strong room/cloak room maintained by the Hotel or Restaurant for safe keeping and the Hotel or Restaurant maintains proper records showing the item deposited therein by each resident/ bonafide guest. In no case the Policy covers the loss of monies, securities, documents (including credit cards) and plans.

Swimming Pool

Legal liability of the Insured for death or bodily injury or loss of or damage to or loss of use of property arising out of accidents (including accidents arising out of contamination of water) in connection with the use of the swimming pool in the Hotel or Restaurant subject to the compliance of the following:

i. Swimming pools in hygienic conditions with regular cleaning and maintenance

ii. Sanitary arrangements are proper

iii. Life guards/attendants are on duty when the pools are in use

Sports facilities

Legal liability of the Insured for death or bodily injury or loss of or damage to or loss of use of property arising out of use of sport facilities subject to compliance of conditions that

a. The equipments are kept in a state of good and proper maintenance

b. Adequate guards and experienced trainers are on duty where necessary

c. The premises/places used for sports and games are kept in a state of proper maintenance.

Subject to limit of liability not exceeding the following for each of the above covers which shall form part of the overall limit of liability as mentioned in the Schedule of the Policy

- Any one accident
- Aggregate during the Policy periodAll other terms, conditions, provisos and exceptions of the Policy shall apply to this cover as if they have been incorporated herein.

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SECTION XVI - WORKMEN COMPENSATION

This Section indemnifies the Insured against liability to its own direct employees under the Fatal Accident Act 1855/ Workmens Compensation Act 1923 as amended from time to time and under Common Law to pay compensation in respect of accidental death or injury sustained during the currency of the Policy arising out of and in the course of employment in India.

Special Condition

The Company shall not be liable in respect of:

a. Accident directly or indirectly caused by traceable to or arising out of the ownership, possession or the custody by or on behalf of the Hotel or Restaurant of animals, vehicles, aircraft, ship, boats or craft of any kind.

b. Where the number of employees at the time of accident of the actual wages paid in respect of the employee or employees for whom claim is made is found to be in excess of the number of employees or the wages stated in the Schedule, then the company shall pay only a rateable proportion of the Sum Insured that the number of employees or the actual wages paid at the time of the accident.

General Exceptions

The Company shall not be liable in respect of:

1. Any claim, whether direct or indirect, occasioned by, happening through or arising from any consequences of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, terrorism, military or usurped power or civil commotion or loot or pillage in connection therewith.
2. Any claim, whether direct or indirect, occasioned by, happening through or arising from terrorism.
3. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
4. Any claim/liabilities, directly or indirectly of whatsoever nature caused by or contributed by or arising from ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or from any nuclear weapons or from any nuclear weapons material, and similar other weapons of mass destruction.
5. The Insured shall take all reasonable steps to safeguard the Hotel or Restaurant against any loss or damage. The insured shall exercise reasonable care that only competent employees are employed and shall take all reasonable precautions to prevent all accidents and shall comply with all statutory or other regulations.
6. The insured shall upon the occurrence of any event giving rise or likely to give rise to a claim under the policy
   a. On the event of the theft, lodge forthwith a complaint with the policy and take all practicable steps to apprehend the culprits and to recover the property lost.
   b. Give immediate notice thereof to the company and shall within Fourteen (14) days thereafter furnish to the company at his own expense, detailed particular of the amount of the loss or damage together with such explanations and evidence to substantiate the claim as the company may require.
7. If at the time of any loss or damage happening to Hotel or Restaurant there be any other subsisting insurance or insurances whether effected by the insured or by any other person or persons covering the same property, the company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.
8. The company may, at its option, reinstate , replace or repair the Hotel or Restaurant damaged or any part thereof instead of paying the amount of loss or damage or may join with any other insurer in so doing but the company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and in no case shall the company be bound to expand more in reinstatement than it would have cost to reinstate such property as it was at the time of occurrence of such loss/ damage or more than the sum insured by the company thereon.
9. If the property hereby insured shall at the time of loss or damage be collectively of greater value than the sum insured then the insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss or damage accordingly. Every item, if more than one of the policy, shall be separately subject to this condition. Where the value of the property insured under any section, exceeds the maximum Sum Insured there under, the insured shall independently cover the property under that section by way of a separate insurance policy.
10. Loss or damage to property not belonging to the Hotel or Restaurant whether held in trust, commission or otherwise unless specifically covered.
11. Loss or damage caused by depreciation or wear and tear
12. Loss, destruction or damage caused to the Hotel or Restaurant by pollution or contamination excluding.
    a. Pollution or contamination which itself results from a peril hereby Insured against.
    b. Any peril hereby Insured against which itself result from pollution or contamination

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13. Loss by theft during or after the occurrence of any Insured peril except as provided under Riot, Strike, and Malicious Damage cover.
14. Loss or damage to contents if removed to any building or place other than in which it is herein stated to be Insured, except machinery and equipment temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding 60days.

General Conditions

1. Duty of Disclosure

   The Policy shall be null and void and no benefit shall be payable in the event of untrue or incorrect statements, misrepresentation, misdescription or non-disclosure of any material particulars in the proposal form, personal statement, declaration and connected documents, or any material information having been withheld, or a claim being fraudulent or any fraudulent` means or device being used by the Insured or any one acting on his/her behalf to obtain a benefit under this Policy.
2. Observance of terms and conditions

   The due observance and fulfilment of the terms, conditions and endorsement of this Policy in so far 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 to make any payment under this Policy.
3. Reasonable Care

   The Insured shall take all reasonable steps to safeguard the interests of the Insured against accidental loss or damage that may give rise to a claim.
4. Material change

   The Insured shall immediately notify the Company in writing of any material change in the risk at his/her own expense and cause such additional precautions to be taken as circumstances may require and the Company may adjust the scope of cover and/or premium, if necessary, accordingly.
5. Records to be maintained

   The Insured shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record.
6. No Constructive Notice

   Any knowledge or information of any circumstance or condition in connection with the Insured in possession of any official of the Company shall not be notice to or be held to bind or prejudicially affect the Company notwithstanding subsequent acceptance of any premium.
7. Notice of charge

   The Company shall not be bound to take notice or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this Policy, but the payment by the Company to the Insured or his/her nominees or his/her legal representatives, as the case may be, of any compensation or benefit under the Policy shall in all cases be an effectual discharge to the Company.
8. Special Provisions

   Any special provisions subject to which this Policy has been entered into and endorsed in the Policy or in any separate instrument shall be deemed to be part of this Policy and shall have effect accordingly.
9. Electronic Transactions

   The Insured agrees to adhere to and comply with all such terms and conditions as the Company may prescribe from time to time, and hereby agrees and confirms that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, tele-service operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of the Company, for and in respect of this Policy or its terms, or the Company's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the Company's terms and conditions for such facilities, as may be prescribed from time to time. The Insured agrees that the Company may exchange, share or part with any information to or with other group companies or any other person in connection with the Policy, as may be determined by the Company and shall not hold the Company liable for such use/application.
10. Contribution

    If there shall be existing any other insurance of any nature whatsoever covering the same Insured whether effected by the Insured or not, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage. This provision however shall not be applicable to benefits under Sections A& B of the policy.

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11. Fraudulent claims

If any claim is in any respect fraudulent, or if any false statement, or declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured or anyone acting on his/her behalf to obtain any benefit under this Policy, all benefits under this Policy shall be forfeited.

12. Feature of Claims

If a claim is made and rejected and no court action or suit is commenced within twelve months after such rejection or, in case of arbitration taking place as provided therein, within twelve (12) calendar months after the Arbitrator or Arbitrators have made their award, all benefits under this Policy shall be forfeited.

13. Cancellation/Termination

The Company may at any time, cancel this Policy, by giving 7 days notice in writing by Registered Post Acknowledgment Due to the Insured at his/her last known address in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation. The Insured may also give 7 days notice in writing, to the Company, for the cancellation of this Policy, in which case the Company shall from the date of receipt of notice cancel the Policy and retain the premium for the period this Policy has been in force at the Company's short period scales.

Table of Short Period Scales	
Period of Risk (Not exceeding)	**Premium to be retained (% of the Annual Rate)**
15 days	10%
1 Month	15%
2 Months	30%
3 Months	40%
4 Months	50%
5 Months	60%
6 Months	70%
7 Months	75%
8 Months	80%
9 Months	85%
Exceeding 9 Months	Full Annual Premium

14. Cause of Action/Currency for Payment

No claim shall be payable under this Policy unless the cause of action arises in India. All claims shall be payable in India and in Indian Rupees only.

15. Policy Disputes

The parties to this Policy expressly agree that the laws of the Republic of India shall govern the validity, construction, interpretation and effect of this Policy.

16. Renewal Notice

The Company shall not be bound to accept any renewal premium nor give notice that such is due. Every renewal premium (which shall be paid and accepted in respect of this Policy) shall be so paid and accepted upon the distinct understanding that no alteration has taken place in the facts contained in the proposal or declaration herein before mentioned and that nothing is known to the Insured that may result in enhancing the risk of the Company. No renewal receipt shall be valid unless it is on the printed form of the Company and signed by an authorized official of the Company.

17. Notices

Any notice, direction or instruction given under this Policy shall be in writing and delivered by hand, post, or facsimile to

- In case of the Insured, at the address specified in the Schedule to this Policy.
- In case of the Company, to the Policy issuing office/nearest office of the Company.

18. Customer Service

If at any time the Insured requires any clarification or assistance, the Insured may contact the Policy issuing office of the Company.

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IRDAI Registration No. 103 IndusInd General Insurance Company Limited (Formerly known as Reliance General Insurance). An ISO 9001:2015 Certified Company For complete details on the benefits, coverage, terms & conditions and exclusions, do read the sales brochure, prospectus and policy wordings carefully before concluding sale. Registered & Corporate Office: 6th Floor, Oberoi Commerz, International Business Park, Oberoi Garden City, Off. Western Express Highway, Goregaon (E), Mumbai-400063. Corporate Identity Number: U66603MH2000PLC128300. IndusInd Hotel & Restaurant Package Policy (Retail). UIN No.: IRDAN103RP0007V02201516. IGI/MCOM/CO/MI-39/H&RP(RETAIL)-PW/VER.3.0/230126.

19. Grievances

If the Policyholder has a grievance that the Policyholder wishes the Company to redress, the Policyholder may contact the Company with the details of his grievance through:

Website	https://www.indusindinsurance.com
e-mail	services@indusindinsurance.com
Telephone	022 4890 3009 (paid)
Post/Courier	Any branch office, the correspondence address, during normal business hours
Write to us at (Correspondence Only)	IndusInd General Insurance, 6th Floor, Oberoi Commerz, International Business Park, Oberoi Garden City, Off. Western Express Highway, Goregaon (E), Mumbai - 400063

For further details on Grievance redressal procedure please refer: https://www.indusindinsurance.com/Insurance/About-Us/Grievance Redressal.aspx

If the Policyholder is not satisfied with the Company's redressal of the Policyholder's grievance through one of the above methods, the Policyholder may approach the nearest Insurance Ombudsman for resolution of the grievance.The contact details of Ombudsman offices are mentioned below:

OMBUDSMAN OFFICE			
Office of the Ombudsman	**Address**	**Contact Details**	**Areas of Jurisdiction**
AHMEDABAD	Office of the Insurance Ombudsman, 2nd Floor, Ambica House, Near C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad – 380 001.	Tel.: 079 - 27546150/27546139 Fax: 079 - 27546142 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, UT of Dadra & Nagar Haveli, Daman and Diu
BENGALURU	Office of Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560078.	Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka
BHOPAL	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003.	Tel.: 0755 - 2769201, 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh & Chhattisgarh
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubaneshwar – 751 009.	Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneshwar@cioins.co.in	Orissa
CHANDIGARH	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 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, UT of Chandigarh
CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, Chennai 600 018.	Tel.: 044 - 24333668 / 24335284 Fax: 044 – 24333664 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu, UT - Pondicherry Town and Karaikal (which are part of UT of Pondicherry)
DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002.	Tel.: 011 - 23239633 / 23237532 Fax: 011 - 23230858 Email: bimalokpal.delhi@cioins.co.in	Delhi

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GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar Over Bridge, S.S. Road, Guwahati – 781001 (ASSAM).	Tel.: 0361 - 2132204 / 2132205 Fax: 0361 - 2732937 Email: bimalokpal.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD	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 - 65504123 / 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana and UT of Yanam - a part of UT of Pondicherry.
JAIPUR	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
ERNAKULAM	Office of the Insurance Ombudsman, LIC OF INDIA, 10th Floor, Jeevan Prakash', Divisional Office, M. G. Road, Ernakulam, Kochi – 682011.	Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, UT of (a) Lakshadweep, (b) Mahe-a part of UT of Pondicherry.
KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, Kolkata - 700 072.	Tel.: 033 - 22124339 / 22124340 Fax: 033 - 22124341 Email: bimalokpal.kolkata@cioins.co.in	West Bengal, UT of Andaman & Nicobar Islands, Sikkim
LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001.	Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh: Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkar Nagar, Sultanpur, Maharajgang, Sant Kabir Nagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharath Nagar.
MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054.	Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector 15, Dist: Gautam Buddh Nagar, U.P. - 201301.	Tel.: 0120 - 2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad,

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			Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Budha Nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiram Nagar, Saharanpur.
PATNA	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna - 800 006.	Tel.: 0612 - 2680952 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand.
PUNE	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, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

The updated details of Insurance Ombudsman are available on IRDA website: www.irdai.gov.in, on the website of General Insurance Council: www.gicouncil.in, our website www.indusindinsurance.com

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