INDUSIND SHOPKEEPERS PACKAGE INSURANCE POLICY RETAIL POLICY WORDING

PREAMBLE

WHEREAS the Insured described in the Schedule hereto (hereinafter called the "Insured") by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to IndusInd General Insurance Company Limited (hereinafter called the "Company") for the insurance hereinafter contained and has paid or agreed to pay, in such manner and within such time, as may be prescribed under the provisions of the Insurance Act, 1938 and the rules made thereunder, the premium stated in the Schedule as consideration for such insurance during the period stated in the Schedule or during any further period for which the Company may accept payment for the renewal or extension of this policy:

Operative Clause: The Company hereby agrees, subject to the terms, conditions and exclusions herein contained or endorsed or otherwise expressed hereon, to indemnify the Insured to the extent and in the manner specified herein, against any loss or damage to the property insured, injury sustained by any Insured Person and liability incurred by the Insured due to operation of any of the insured perils during the policy period.

SECTION I (A & B) - FIRE & ALLIED PERILS

1. DEFINITIONS

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

b. "Contents" mean business assets, stock-in-trade and equipment in a proposer's shop including items of property contained therein for which the proposer is accountable.

c. "Kutcha construction" hall mean and include any construction 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.

d. "Market Value" means Replacement Value less depreciation.

e. "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.

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

2. What is Covered?

The Company will indemnify the Insured in respect of loss or damage to the building wherein the shop of the Insured is situate and / or contents, 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 caused

a) to boilers (other than domestic boilers), economisers or other vessels, machinery or apparatus (in which steam is generated) or their contents resulting from theft 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 therefrom excluding those caused by pressure waves

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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 fr 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.

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.

VII Subsidence and Landslide including Rockslide

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

a. the normal cracking, settlement or bedding down of new structures

b. the settlement or movement of made up ground

c. coastal or river erosion

d. defective design or workmanship or use of defective materials

e. demolition, construction, structural alterations or repair of any property, 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

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Excluding loss, destruction or damage caused by
a. defects in construction known to the Insured
b. repairs or alterations to the property insured
c. repairs, removal or extension of the sprinkler installation

XII Bush Fire

Excluding loss, destruction or damage caused by forest fire.

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 therefrom.

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.

3. WHAT IS NOT COVERED?

The indemnity under Section 1 (A & B) of the policy shall not cover and the Company shall not be liable in respect of loss or damage to:

a) livestock, motor vehicles and pedal cycles

b) deeds, bonds, bills of exchange, promissory notes and jewellery and valuables, unless separately specified.

4. Special Exclusions

This Section does not cover

1. a) The first 5% of each and every claim subject to a minimum of Rs.10,000 and a maximum of Ps. 25,000/- 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) ionising, radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

   b) radio active 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.

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.

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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 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.

5. Sum Insured

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

6. Basis of indemnity

a. The indemnity in respect of building and contents, other than stock-in-trade, shall be on the basis of reinstatement value or market value, as opted by the Insured. In respect of stock-intrade, 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 breaking out of any fire or at the commencement of any destruction of or damage to the property by any of the insured perils be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable portion of the loss accordingly. Every item, if more than one, of the policy shall beseparately subject to this sub-clause.

7. Special Conditions (applicable only to Section I of this policy)

1. Coverage under this Section shall be voidable in the event of mis-representation, 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 the occupation of or other circumstances affecting the building insured or containing the insured property be changed in such a way as to increase the risk of loss or damage by insured perils.

   b. If the building insured or containing the insured property becomes unoccupied and so remains for a period of more than 30 days.

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

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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 pr 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 (Table given here below) 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.

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

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 reasonabl 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.

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

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

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

d. sell any such property or dispose of the same for account of whom it may concern.

The powers conferred by this condition shall be exercisable by the Company at any time until notice in writing is given by the Insured that he makes no claim under the policy, or if any claim is made, until such claim is finally determined or withdrawn, and the Company shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liabffity 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 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 actsdone, or caused to he done, by the Company with a view to reinstatement or replacement shall be deemed an election by the Company to reinstate or replace.

9. 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.

12. 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.

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

14. 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 wifi be available notwithstanding any previous loss for which the Company may have paid hereunder and irrespective of the fact whether the additional premium as mentioned above has been actually paid or not following such loss. The intention of this condition is to ensure continuity of the cover to the Insured subject only to the right of the Company for deduction from the claim amount, when settled, of pro-rata premium to be calculated from the date of loss till expiry of the policy.

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

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SECTION II - BURGLARY & HOUSEBREAKING

1. Definitions

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

b. "Cotents" mean business assets, stock-in-trade and equipment in a proposer's shop including items of property contained therein for which the proposer is accountable.

2. What is covered?

a. The Company will indemnify the Insured in respect of loss or damage to contents, by burglary and/or house-breaking.

b. Damage to the Insured's shop 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) hereinabove, shall together exceed the sum insured under this Section.

3. Sum Insured

The basis of valuation in respect of contents, other than stockin- trade, shall be on reinstatement value or market value as defined under Sub-section I.A hereinabove, as opted by the Insured. However, in respect of stock-in-trade it shall be on market value.

4. Basis of indemnity:

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

5. Special Exclusions:

The Company shall not by liable in respect of 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.

SECTION III - ELECTRICAL & MECHANICAL APPLIANCES

1. What is covered?

The Company will indemnify the Insured against unforeseen and sudden physical damage caused by and/or solely due to mechanical and/or electrical breakdown of electrical and mechanical appliances, apparatus or gadgets specified in the Schedule hereto whilst contained in or fixed in the Insured's shop. Provided that the liability of the Company in respect of any one item in any one period of insurance will not exceed the sum insured set against such item in the Schedule.

2. Sum Insured

The sum insured in respect of each item for coverage under this Section shall be equal to the cost of replacement of such item by a new item of the same kind and capacity which shall mean its current new replacement cost including ordinary freight, customs duty, other dues, if any, and cost of erection (CNRV basis).

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3. Basis of indemnity

a. Where damage to an insured item can be repaired the Company wifi pay the expenses necessarily incurred to restore the damaged item 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, in the event and to the extent such expenses have been included in the sum insured.

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 wifi be taken into account.

b. If the cost of repair equals or exceeds the actual value of the insured item immediately before the occurrence of the damage then the settlement shall be made on the basis of total loss as provided in sub-clause 3 (c) of this Section.

c. In case of total loss claims, the Company wifi pay actual value of the item immediately before the occurrence of the damage including cost of ordinary freight, erection and custom duties, if any, provided such expenses have been included in the sum insured. Such actual value shall be calculated by deducting appropriate depreciation per year from replacement value of the item since date of its manufacture. The maximum depreciation, however, shall not exceed 50 % of the replacement value of any item in respect of which a total loss is admitted under the policy.

d. If any item is insured for value less than the sum insured in accordance with clause 2 of this Section, then the Company will pay for the loss or damage in such proportion as the sum insured bears to the amount required to be insured. All items shall be subject to this sub-clause separately.

4. Excess

Coverage under this Section is subject to an excess of 1 % of the sum insured for each item or Rs. 250/- whichever is higher, in respect of each and every claim for loss or damage admitted under the policy.

5. Special Exclusions

The Company shall not be liable in respect of loss or damage caused by or due to :-

1. willful act or gross negligence of the Insured
2. faults existing at the time of commencement of this insurance and known to the Insured, regardless of whether such faults, or defects were known to the Company or not
3. any fault or defect for which the manufacturer or supplier of the damaged item is responsible
4. cost of transport to the repair shop and back to the Insured's shop in respect of any item damaged
5. perils which are insurable under other Sections of the policy
6. 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 IV - ELECTRONIC APPLIANCES

1. What is covered?

The Company will indemnify the Insured against loss or damage to electronic installations specified herein below while contained or fixed in the Insured's shop due to any cause other than those specifically excluded.

a. Electronic appliances, apparatus, gadgets and / or any electronic installation including Computers pertaining to Insured's trade/business while contained or fixed in the Insured's shop and mentioned in the Schedule.

b. Data carrying materials and data contained in or on such data carrying materials and/or Software/Computer Programs (other than own/in-house developed Software/ Computer Programs) to the extent mentioned in the Schedule.

2. Sum Insured

The sum insured in respect of each item for coverage under this Section shall be equal to the cost of replacement of such item by a new item of the same kind and capacity which shall mean its current new replacement cost including ordinary freight, customs duty, other dues, if any, and cost of erection (CNRV basis).

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3. Basis of indemnity

a. Where damage to an insured item can be repaired the Company will pay the expenses necessarily incurred to restore the damaged item to its former state of serviceability or pay the actual value of item immediately before occurrence of the loss, if the cost of repair exceeds or equals the actual value of machinery.

b. The Company will also pay cost of dismantling and reerection incurred for purpose of effecting repairs, ordinary freight to and from a repair shop and customs duties and other dues, if any, in the event and to the extent such expenses have been included in the sum insured.

c. 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 wifi be taken into account. However, in case of payment of total loss of entire equipment proper depreciation will be deducted from replacement value of items.

d. In respect of data carrying material or data which is irretrievably lost and replaced/ reproduced within 12 months after the occurrence, the Company shall pay only the expenses incurred for replacing/reproducing the lost or damaged data carrying material / data by a new data carrying material/data.

4. Special Exclusions

The Company shall not be liable for:

1. Damage caused by any faults or defects existing at the time of commencement of present insurance within the knowledge of Insured or his representatives whether such faults or defects were known to the Company or not.
2. Willful act or negligence of the Insured or his representative.
3. Loss arising out of cessation of work whether total or partial.
4. Derangement of the insured property not accompanied by damage covered under the policy
5. Loss of or damage to the property covered under the policy falling under the terms of any Maintenance agreement. Such exclusions will also apply to parts exchanged in course of such maintenance operations.
6. Damage due to defects of design, material or workmanship or otherwise for which the manufacturer or supplier of the insured items is responsible either in law or under contract.
7. Damage due to or consequent upon wear and tear, gradual deterioration, atmospheric or climatic conditions, rust, corrosion, moth, vermin or insect.
8. Loss due to mysterious disappearance and whilst left in unattended vehicles in respect of cellular phones, portable computers and other mobile equipment.
9. Loss or damage to own/in-house developed software.

5. Excess

Coverage under this Section is subject to an excess in respect of each and very claim for loss or damage admitted under the policy as specified below:

a. In case of personal computers, 5% of the claim amount subject to a minimum of Rs.2,500/-.

b. In case of equipments (other than personal computers) with individual value up to Rs. 1 lakh, 5% of the claim amount subject to a minimum of Rs. 1,000/-.

c. In case of equipments (other than personal computers) with individual value exceeding Rs. 1 lakh, 5% of the claim amount subject to a minimum of Rs. 2,500/-.

SECTION V - MONEY INSURANCE

1. Definitions

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

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

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2. What is covered?

This Section covers loss of money relating to Insured's trade / business due to accident or misfortune

a) while in transit,
b) from safe at the Insured's shop,
c) from till at the Insured's shop.

3. Warranty

a. It is warranted that the Insured shall maintain and keep a complete account of money in a safe, cupboard or cash box under lock and key at places other than the place where the money covered is kept. The liability of the Company shall be limited to the account actually shown by such records not exceeding the amount stated in the Schedule.

b. It is also warranted that money collected by the Insured or the authorised employee/s of the Insured whilst in transit to the Insured's shop or bank shall not remain in their personal custody for more than 48 hours.

4. Special condition

The Company shall be entitled in the name of the Insured to have the absolute conduct and control of all or any proceedings that it considers necessary for the purpose of tracing and recovering money lost or for securing reimbursement of money lost and the Insured shall at the Company's expense furnish all such assistance as may reasonably be required by the Company in connection with such proceedings and in the event of any or all of the money being recovered it shall be imperative upon the Insured to refund to the Company such proportion of the sum allowed by way of compensation as the amount recovered bears to the total money lost.

5. Special Exclusions

The policy does not cover –

1. Shortage of money due to error or omission.
2. Loss of money entrusted to any person other than Insured, authorised employee of Insured or directors.
3. Loss arising from fraud or dishonesty of any director or cash carrying employee of the Insured unless such loss is discovered within 48 hours of its occurrence.
4. Loss of money extracted from safe following the use of key to the said safe or any article therefrom belonging to the Insured unless such key has been obtained by assault or threat thereof

SECTION VI - BAGGAGE

1. Definitions

a. "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.

b. "Insured Person" means and includes proprietor, partner, principal officer and an employee in the permanent employ of the Insured.

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

2. What is covered?

The Company will indemnify the Insured and/or Insured Person for loss, destruction or damage of baggage accompanying the Insured or Insured Person whilst traveling anywhere in India by accident or misfortune provided that the liability of the Company in respect of the property so lost destroyed or damaged shall be limited to its actual value at the time of happening of such loss but not exceeding in any one period of insurance the sum in respect of each of the several items specified in the Schedule hereto.

3. Sum Insured

The basis of valuation shall be on market value as defined under Sub-section IA hereinabove.

4. Special Exclusions

The Company shall not be liable in respect of

1. Damage due to confiscation or detention by Customs or any other public authority.
2. Damage not reported to Police within 24 hours of discovery of loss and a report obtained.

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3. Damage due to cracking, scratching or breakage of lens or glass whether part of any equipment or otherwise or china, marble, gramophone records and other articles of a brittle or fragile nature unless such loss or damage arises from accident to a vessel, train, vehicle or aircraft by which such property is conveyed.
4. Damage caused by moth, mildew, vermin or any process of cleaning, dyeing, repairing or restoring to which the property is subjected.
5. Damage to any electrical machines, 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).
6. Theft from car except from car of fully enclosed saloon type having all the doors, windows and other openings securely locked and properly fastened.
7. Damage whilst being conveyed by any carrier under contract of affreightment.
8. Loss or damage of 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.
9. Damage or destruction of articles of consumable nature.
10. Loose articles such as sticks, straps, umbrellas, sunshades, fans, deck chairs, property in use on a voyage and / or journey or articles or clothes whilst being worn on the person or carried about.
11. Damage or destruction caused by or arising from leakage, spilling or exploding of liquids, oils or materials of a like nature or articles of a dangerous or damaging nature.

SECTION VII - FIXED GLASS AND SANITARY FITTINGS

1. Definitions

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

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

2. What is covered:

This Section covers loss or damage due to accidental breakage of

a. Fixed plate glass and sanitary fittings contained in the Insured's shop,

b. Frames or framework,

c. Lettering consequent upon the breakage of glass, -

3. Sum Insured:

Sum insured shall be on reinstatement value as defined under Sub-section I A hereinabove.

4. Basis of indemnity:

Basis of indemnity shall be on reinstatement value. If the sum insured is less than the reinstatement value of the property then the Insured shall be considered his own insurer for the difference between sum insured and reinstatement value and accordingly shall bear a rateable proportion of the damage. Every item, if more than one, shall be separately subject to this clause.

5. Special Exclusions:

The Company shall not be liable for loss or damage due to –

1. Breakage or damage during removal, alterations and / or repairs in or about the shop.
2. Disfiguration or scratching or damage of glass, sanitary fittings other than the fracture extending through the entire thickness of glass, sanitary fittings.
3. Breakage of glass, sanitary fittings which are not completely and securely fixed.
4. Damage consequent upon interruption or delay of business or other damage or injury arising from breakage of glass, sanitary fittings or during replacement thereof.
5. Glass or sanitary fittings already damaged at the commencement of this policy.

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SECTION VIII - NEON SIGN/GLOW SIGN/HOARDING

1. What is covered?

Neon sign and/or Glow sign and/or Hoarding belonging to the Insured and fixed at the Insured's shop against loss or damage due to

a. accidental external means

b. fire, lightning, external explosion

c. theft of whole sign

d. riot, strike, terrorism, malicious damage

e. earthquake (fire and/or shock), subsidence and landslide (including rockslide) damage, flood, inundation, storm, tempest, typhoon, hurricane, tornado and cyclone.

2. Sum Insured

Sum insured shall be on reinstatement value for Neon sign and Glow sign and market value in respect of Hoarding as defined under Sub-section I A hereinabove.

3. Basis of indemnity

Basis of indemnity shall be on reinstatement value in respect of Neon sign/Glow sign and market value for Hoarding. If the sum insured is less than the reinstatement value / market value of the property at the time of loss, then the Insured shall be considered his own insurer for the difference between sum insured and the reinstatement value / market value and accordingly shall bear a rateable proportion of the damage. Every item, if more than one, shall be separately subject to this clause.

4. Special Exclusions

The Company shall not be liable in respect of loss or damage due to

a. Fusing or burning out of any bulb and/or tubes arising from short circuiting or arcing or any other mechanical or electrical breakdown or faults

b. The action of sun, rain, hail, flood, bad weather.

SECTION IX - 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 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:

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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%
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%

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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 Rs. 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 Rs. 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 Rs. 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 Rs. 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 In-patient 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.

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 selfinjury, 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.

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'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:

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.

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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.

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 X - INFIDELITY/DISHONESTY OF EMPLOYEES

1. Definition

"Employee" means any person who is permanently employed by the Insured for the purpose of Insured's trade / business at the shop and has entered into a contract of employment with the Insured.

2. What is covered?

Direct pecuniary loss due to dishonest acts / infidelity of employees.

3. Special conditions

a. It is a condition under this Section that

i. The loss shall have occurred in connection with the employee's occupation/duties by reason of any act or fraud or dishonesty conunitted after the commencement of this policy and during its uninterrupted continuance and be discovered during the continuance of this policy or within twelve (12) calendar months after the death, dismissal or retirement of such employee or twelve (12) calendar months after this policy • shall have ceased to exist whichever of these events, shall happen first.

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ii. The liability of the Company in respect of any one person or of all persons so employed and in respect of all losses in any one period of insurance is limited to the sum specified in the Schedule.

b. The following conditions are precedent to a claim becoming payable under this Section:

i. In the event of loss the Insured shall give immediate notice to the Police, take all practicable steps for discovering and punishing the guilty persons, for tracing and recovering the property lost and shall be bound to satisfy the Company that the loss claimed for has actually arisen from one of the causes insured against.

ii. The Company shall not be liable for any act or default of an employee done or omitted to be done after the discovery by the Insured of any act of forgery, embezzlement larceny or fraudulent conversion on the part of any such employee.

iii. The Insured shall if and when required by the Company but at the expense of the Company use all diligence in prosecuting any of the employees to conviction for any act or default which such employee shall have committed and in consequence of which a claim shall have been made under this policy and shall at the Company's expense give all information and assistance to enable the Company to sue for and obtain reimbursement from any such employee by reason of whose acts or defaults a claim has been made or from the estate of such employee or from any moneys which the Company shall have become liable to pay in respect thereof.

iv. Any money of the employee in the hands of the 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 Company not exceeding, however, the amount paid by the Company.

SECTION XI - LEGAL LIABILITY

SUB-SECTION XI A - TOWARDS EMPLOYEES

1. Definition

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

2. What is covered?

This Sub-section covers Insured's legal liabffity to employees, servants at the shop under Fatal Accidents Act, 1855/ Workmen's Compensation Act, 1923 or any amendments thereto and in 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 with the Insured. In addition to compensation as stated above, the Company will also pay claimant's costs, fees and expenses and defence costs incurred with its consent in defending a claim.

3. Special Exclusions

The Company shall not be liable for -

i. Interest and/or penalty imposed on the Insured on account of failure to comply with the requirements laid down under Workmen's Compensation Act, 1923 and subsequent amendments thereto.

ii. Insured's liability to employees of contractors.

iii. Any liability of the Insured, which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.

SUB-SECTION XI B - TOWARDS THIRD PARTIES

1. Definitions

a. "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.

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

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

d. "Period of Insurance" means the period commencing from the retroactive date and terminating on the expiry date as mentioned in the Schedule.

e. "Policy period" means the period commencing from effective date and hour and terminating at midnight on the expiry date as mentioned in the Schedule.

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

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

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

i. "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.

2. What is covered?

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 liability of the Company under this Sub-section for any one policy period shall not exceed the sum insured under Section I of the policy.

The indemnity under this Sub-section only applies to claims arising out of accidents occurring in the Insured's shop 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:

a. Pollution howsoever caused

b. Any product

3. Special Exclusions:

The Company shall not be liable for -

1. Any compensation for death of or bodily injury to any member of Insured Person's family, partners, managerial staff, contractor's employees or damage to property belonging to or in the custody of or control of Insured or Insured Person's family, partner, directors, managerial staff, employees and contractor's employees.
2. Liability assumed by agreement unless such liability would have attached to the Insured notwithstanding such agreement.
3. Accidents, directly or indirectly, caused by, traceable to, arising out of the ownership, possession or the custody by or on behalf of Insured of animals, vehicles, aircrafts, ships, boats or crafts of any kind.
4. Liability arising out of loss of pure financial nature such as loss of goodwill, loss of market etc.
5. Liability arising out of all personal
   a. injuries such as libel, slander, false arrest, wrongful eviction and detention, deformation and mental injury arising or shock resulting therefrom.
   b. infringement of plans, copyright, patent, trademark, registered design.
6. Any fines, penalties, punitive, exemplary or any other damages resulting from the multiplication of compensatory damages.
7. Damage to property owned, leased and hired or under hire purchase or on loan to the Insured or otherwise in the Insured's care, custody and control other than the premises (or contents thereof) temporarily occupied by the Insured for work therein or other property temporarily in the Insured's possession for work therein (but no indemnity is granted for damage to that part of the property on which the Insured is working and which arises out of such work).
8. Employees and visitors clothings and personal effects.
9. Transportation of materials and/or hazardous/dangerous substances outside Insured's shop.
10. Damages arising out of alterations, additions, repairs or decorations to the Insured's shop specified in the Schedule.

General Conditions
(applicable only to Sections II to XII of this Policy)

1. **NOTICE:** Every notice and communication to the Company required by this policy shall be in writing and be addressed to the office of the company through which this insurance is effected.

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2. **DUTY OF DISCLOSURE:** This policy shall be void and all premium paid hereon shall be forfeited to the Company in the event of misrepresentation, misdescription or nondisclosure of any material fact.
3. **REASONABLE CARE:** The Insured shall take all reasonable steps to safeguard the property insured against accident, loss or damage.
4. **MAINTENANCE OF RECORDS:** The Insured shall maintain all records and books of accounts reasonably required in art accurate manner.
5. **ALTERATION OF RISK:** All cover under this Policy shall cease if any alteration be made whereby the risk of damage or injury is increased unless such alteration be agreed to by the Company in writing.
6. **STATUTORY COMPLIANCE:** The Insured shall comply with all statutory and other regulations. The Insured shall observe all manufacturers' instructions concerning the:

   • inspection of machinery, plant, equipment and appara-
   tus,
   • safety of persons and property.
7. **CLAIMS PROCEDURE:** Upon the happening of any event giving rise or likely to give rise to a claim under this policy the thsured shall –
   - give immediate notice thereof in writing to the nearest office with a copy to the policy issuing office of the Company as well as lodge forthwith a complaint with the Police wherever required;
   - deliver to the Company, within 15 days of the date on which the event shall have come to his knowledge, a detailed statement in writing, of the loss or damage or attachment of liability, with an estimate of the intrinsic value of the property lost, the amount of damage sustained and likely estimate of liability incurred; and
   - tender to the Company all reasonable information, assistance and proof in connection with any claim.
8. **INDEMNITY:** The Company may at its option reinstate, replace or repair the property lost or 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 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 thereon.
9. **REINSTATEMENT OF SUM INSURED (Applicable only to Sections II, III, IV, V. VII and VIII of this policy):** Immediately upon the happening of any loss or damage as described in the Policy, the total sum insured upon various descriptions of property which have been lost or damaged shall be reduced by the amount of loss or damage and §uch reduced sum insured shall be the limit of Company's liability in respect of any further loss or damage occurring during the current period of insurance unless the Company consents, upon receipt of additional premium to reinstate the full sum insured.
10. **AVERAGE:** If the property insured shall at the time of any loss or damage 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 or damage accordingly. Every item, if more than one, in the policy, shall be separately subject to this condition.
11. **CONTRIBUTION:** If at the time of happening of any loss or damage covered by this policy there shall be existing any other insurance of any nature whatsoever covering the same, whether effected by the Insured or not, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage. This condition shall not have any effect on Section IX (Personal Accident).
12. **SUBROGATION:** The Insured and any claimant under this policy shall at the expense of the Company do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon the Company paying for or making good any loss or damage under this policy whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by the Company.
13. **FRAUD:** If any claim under this policy shall be in any respect fraudulent or if any fraudulent means or device are used by the Insured or any one acting on the Insured's behalf to obtain any benefit under this policy, all benefits and rights under the policy shall be forfeited.

14. **CANCELLATION:** The Company may at any time, cancel this policy, by giving 7 days notice in writing by Regd. A/D. to the Insured at his last known address in which case the Company shall return to the Insured a proportion of the last premium corresponding to the unexpired period of insurance.

    The Insured may also give 7 days notice in writing, to the Company, for the cancellation of this policy, in which case Company shall retain premium for the period this policy has been in force at the Company's short period scales (Table given herebelow), provided no claim has occurred up to the date of cancellation of this policy.

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

15. The Company agrees and undertakes to indemnify the Insured against any loss of or damage to property or any part thereof suffered by the Insured not exceeding the sum insured stated against each item or total sum insured stated in the Schedule, as the case may be, under this policy provided the Company is bound and liable to indemnify the Insured in accordance with the terms and conditions of this policy only and only if the Insured makes a demand or claim on the Company in writing within 12 (twelve) months of the occurrence of any event giving rise to a claim here-under.

16. **GENERAL EXCLUSIONS (applicable only to Sections II to XII of this policy):**

    These Sections II to XII of the policy does not cover

    a. loss or damage due to war and/or warlike perils, nuclear and/or atomic radiation
    b. loss or damage due to wear and tear, gradual deterioration or slowly developing flaws
    c. consequential loss of any kind
    d. loss of or damage caused by or due to action of any lawfully constituted authority or Government body
    e. loss or damage for which the manufacturer or supplier or repairer or transporter or any other third party is responsible either in law or under a contract.

17. **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 and the truth of the statements and answers in the proposal shall be a condition precedent to any liability of the Company to make any payment under this policy.

18. **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://indusindinsurance.com
e-mail : services@indusindinsurance.com
helpline : 022 4890 3009 (paid line)

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Post/Courier : Any branch office, the correspondence address, during normal business hours

Write to us at (Correspondence Only): IndusInd General Insurance, Correspondence Unit, 301-302, Corporate House RNT Marg, Opp. Jhabua Tower, Indore, Madhya Pradesh, India – 452001

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.

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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, 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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