

## KOTAK HOUSING SOCIETY PACKAGE POLICY POLICY WORDING

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

### COVERAGE

On the happening of any insured event as provided for hereunder arising during the Policy Period and notified as prescribed, the Company will make payment as provided for under each Section but only up to the Sum Insured or Limit of Indemnity as specified in the Schedule against each Section or each sub-limit of the Sum Insured or the Limit of Indemnity, as the case may be.

### SECTION I - FIRE AND SPECIAL PERILS

In consideration of the Insured named in the Schedule hereto having paid to the Company the full premium mentioned in the said Schedule, the Company agrees (subject to the conditions and exclusions contained herein or endorsed or otherwise expressed hereon) that if after payment of the premium the property insured described in the said Schedule or any part of such property be destroyed or damaged by any of the perils specified hereunder during the period of insurance named in the said Schedule, the Company shall pay to the Insured the value of the property at the time of the happening of its destruction or the amount of such damage or at its option reinstate or replace such property or any part thereof.

#### 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 therefrom excluding those caused by pressure waves.

#### V Riot, Strike and Malicious Damage

- Loss of or visible physical damage or destruction by external violent means directly caused to the property insured but excluding those caused by
- a) total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind
  - b) permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully Constituted Authority
  - c) permanent or temporary dispossession of any building or plant or unit or machinery resulting from the unlawful occupation by any person of such building or plant or unit or machinery or prevention of access to the same.
  - d) burglary, housebreaking, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any malicious act.

If the Company alleges that the loss/ damage is not caused by any malicious act, the burden of proving the contrary shall be upon the insured.

#### Terrorism Damage Exclusion Warranty:

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

For the purpose of this exclusion, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation

formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

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

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

Loss destruction or damage directly caused by Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood or Inundation excluding those resulting from earthquake, volcanic eruption or other convulsions of nature. (Wherever earthquake cover is given as an "add on cover" the words "excluding those resulting from earthquake volcanic eruption or other convulsions of nature" shall stand deleted.)

#### 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 premises or
- b) their 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 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 buildings or premises
  - b) Repairs, Removal or Extension of the Sprinkler Installation
  - c) Defects in construction known to the Insured.

#### XII Bush Fire

Excluding loss, destruction or damage caused by Forest Fire.

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

#### SPECIAL EXCLUSIONS APPLICABLE TO SECTION I

1. 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
2. Loss, destruction or damage to bullion or unset precious stones, any curios or works of art for an amount exceeding ₹10,000/-, good held in trust/commission, manuscripts, plans, drawings, securities, obligations or documents of any kind, stamps, coins or paper money, cheques, books of accounts or other business books, computer systems records, explosives unless otherwise expressly stated in the Policy.
3. Loss, destruction or damage to the stocks in Cold Storage premises caused by change of temperature.
4. 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.

5. Expenses necessarily incurred on (i) Architects, Surveyors and Consulting Engineer's Fees and (ii) debris removal by the Insured following a loss, destruction or damage to the property insured by an insured peril in excess of 3% and 1% of the claim amount respectively.
6. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
7. 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.
8. Loss by theft during or after the occurrence of any insured peril except as provided under Riot, Strike and Malicious Damage cover.
9. Any loss or damage occasioned by or through or in consequence, directly or indirectly, due to volcanic eruption or other convulsions of nature.
10. 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.

#### **SPECIAL CONDITIONS APPLICABLE TO SECTION I**

1. All insurance under this Section of the Policy shall cease on expiry of seven days from the date of fall or displacement of any building or part thereof or of the whole or any part of any range of buildings or of any structure of which such building forms part.  
PROVIDED such a fall or displacement is not caused by insured peril, loss or damage which is covered by this Section of the Policy or would be covered if such building, range of buildings or structure were insured under this Section of the 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.
2. Under any of the following circumstances the insurance ceases to attach as regards the property effected 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:-
  - 2.1 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.
  - 2.2 If the building insured or containing the insured property becomes unoccupied and so remains for a period of more than 30 days (Not applicable for Dwellings)
  - 2.3 If the interest in the property passes from the insured otherwise than by will or operation of law.
3. This insurance does not cover any loss or damage to property which, at the time of the happening of such loss or damage, is insured by or would, but for the existence of this Policy, be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected.
4. 4.1 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
  - 4.1.1 A claim in writing for the loss or damage containing as particular an account as may be reasonably practicable of all the several articles or items or property damaged or destroyed, and of the amount of the loss or damage thereto respectively, having regard to their value at the time of the loss or damage not including profit of any kind.
  - 4.1.2 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
- 4.2 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

5. On the happening of loss or damage to any of the property insured by this policy, the Company may
    - 5.1 Enter and take and keep possession of the building or premises where the loss or damage has happened.
    - 5.2 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.
    - 5.3 Keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same.
    - 5.4 Sell any such property or dispose of the same for account of whom it may Concern.
- The powers conferred by this condition shall be exercisable by the Company at any time until notice in writing is given by the insured that he makes no claim under the policy, or if any claim is made, until such claim is finally determined or withdrawn, and the Company shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to the Insured or diminish its rights to rely upon any of the conditions of this policy in answer to any claim.
- If the insured or any person on his behalf shall not comply with the requirements of the Company or shall hinder or obstruct the Company, in the exercise of its powers hereunder, all benefits under this policy shall be forfeited.
- The Insured shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not.
6. 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.
  7. If the Company at its option, reinstate or replace 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 elect to reinstate or replace any property the insured shall at his own expense furnish the Company with such plans, specifications, measurements, quantities and such other particulars as the Company may require, and no acts done, or caused to 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.
  8. 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.
  9. 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.
  10. 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
  11. Every notice and other communication to the Company required by these conditions must be written or printed.
  12. 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 insured as above.

## **SECTION II – BURGLARY AND HOUSEBREAKING**

The Company will indemnify the Insured in respect of:

- a) The loss of or damage to contents or any part thereof whilst contained in the Insured Premises caused by actual or attempted Burglary and/or Robbery during the Policy Period; and
- b) Damage to the Insured Premises (including the reasonable costs incurred by the Insured for changing damaged locks at the entry and/or exit points to the Insured Premises and at internal entry and/or exit points) caused by actual or attempted Burglary during the Policy Period

## **SPECIAL EXCLUSIONS APPLICABLE TO SECTION II**

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

- a) Loss of or damage to money, securities for money, stamps, bullion, deeds, bonds, bills of exchange, promissory notes, stock and share certificates, business bodies, manuscripts, documents of any kind, unset precious stones and jewellery and Valuables unless specifically mentioned;
- b) Any claim in which the Insured, any Employee or any other person lawfully on or about the Insured Premises is or is alleged to be in any way concerned or implicated;
- c) Any consequential losses of any kind, be they by way of loss of profit, loss of opportunity, loss of gain or potential gain, business interruption, market loss or otherwise, and any other legal liability of any kind;
- d) Loss of contents from any Safe or Strong Room following the use of a key to gain access thereto, or any duplicate thereof belonging to the Insured and/or combination and/or code to gain access unless this has been obtained by Robbery;
- e) Loss of or damage to livestock, motor vehicles, trucks, trailers and pedal cycles and fixed accessories thereof
- f) Loss or damage when the Insured Premises are left unoccupied for a consecutive period of seven days
- g) Loss or damage due to Theft
- h) Loss or damage caused by wear and tear or gradual deterioration.
  - i) Loss or damage occasioned by loot, sack, spillage or pilferage.

## **SPECIAL CONDITIONS APPLICABLE TO SECTION II**

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

- a) Immediately and in any event within 24 hours of the happening of any Insured event giving rise to or likely to give rise to any claim under this Policy give written notice to the Company to the address shown in the Schedule, and in the case of the notification of an event likely to give rise to a claim, the Insured shall specify in writing the grounds for holding such belief;
- b) Immediately and in any event within 24 hours lodge a complaint with the police detailing the items lost in respect of which the Insured intends to submit a claim or the circumstances which might reasonably be expected to give rise to a claim, and within the same period provide a copy of that written complaint and the First Information Report to the Company;
- c) Within 14 days deliver to the Company a detailed written statement of the items lost and an estimate of the quantum of any claim along with all documentation required to support and substantiate the amount sought from the Company;
- d) Expeditiously provide the Company and its representatives and appointees with all the information, assistance and documentation that they might reasonably require;
- e) Take all reasonable steps to identify the perpetrators of the Robbery and/or Burglary and discover and recover any Contents lost.
- f) Ensure that when the Insured Premises are unoccupied all safety installations and aids (including, but not limited to, any burglar alarm system) have been properly deployed.

## **SECTION III - ELECTRONIC EQUIPMENTS / APPLIANCES**

In consideration of the Insured named in the Schedule hereto having paid to the Company the full premium mentioned in the said Schedule and subject to the

terms, exclusions, conditions and provisions contained herein or endorsed hereon the Company will indemnify the Insured in the manner and to the extent hereinafter provided.

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

The liability of the Company for any one item of the Insured property shall not exceed in aggregate in any one period of Insurance the sum insured set against such items in the attached Schedule(s) unless the Sum Insured under such item is reinstated after occurrence of a claim for balance period.

## **SPECIAL EXCLUSIONS APPLICABLE TO SECTION III:**

The Company will not indemnify the Insured in respect of loss, damage or liability directly caused by or arising out of or aggravated by:

- a) Willful act or willful negligence of the Insured or his representative.
- b) Cessation of work whether total or partial.
- c) Cost Incurred/time involved in the movement of machinery and/or any other property and/or personnel outside the territorial limits of India other than the cost of delivery of replacements for machinery lost or damaged.
- d) Derangement of the Insured property not accompanied by damage otherwise covered by this policy.
- e) Loss of or damage to the property covered under this policy falling under the terms of the Maintenance Agreement.
- f) Loss destruction or damage directly occasioned by pressure wave caused by aircraft and other aerial devices traveling at Sonic or Supersonic speeds.

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

## **SPECIAL CONDITIONS APPLICABLE TO SECTION III:**

1. The due observance and fulfillment of the terms 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 questionnaire and proposal made by the Insured shall be a condition precedent to any liability of the Company.
2. The schedule and the section(s) shall be deemed to be incorporated in and form part of this policy and expression "this policy" wherever used in this contract shall be read as including the Schedule and the Section(s). Any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule or of the Section(s) shall bear such meaning wherever it may appear.
3. The Insured shall at his own expense take all reasonable precautions and comply with all reasonable recommendations of the company to prevent loss, damage or liability and comply with statutory requirements and manufacturers recommendations.
- 4 a) Representatives of the Company shall at any reasonable time have the right to inspect and examine the risk and the Insured shall provide the representatives of the company with all details and information necessary for the assessment of the risk.
- 4 b) The Insured shall immediately notify the Company by Telegram and in writing of any material change in the risk and cause at its own expense such additional precautions to be taken as circumstances may require to ensure safe operations of the Insured items and the scope of cover and/or premium shall, if necessary, be adjusted accordingly.

No material alteration shall be made or admitted by the Insured whereby the risk is increased unless the continuance of the Insurance be confirmed in writing by the Company.

## **5. DUTIES FOLLOWING AN ACCIDENT:**

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

- a) Immediately notify the Company by telephone or telegram as well as in writing giving an indication as to the nature and extent of loss or damage;
- b) Take all steps within his power to minimize the extent of the loss or damage;
- c) Preserve the parts affected and make them available for inspection by a representative or Surveyor of the Company;
- d) Furnish all such information and documentary evidence as the Company may require;
- e) Inform the police authorities in case of loss or damage due to theft or burglary

The Company shall not in any case be liable for loss, damage or liability of which no notice has been received by the Company within 14 days of its occurrence.

Upon notification being given to the Company under this condition, the Insured may carry out the repair or replacement of any minor damage not exceeding ₹5,000/- provided that the carrying out of such repairs without

prejudice to any question of liability of the Company and that any damaged part requiring replacement is kept for inspection by the Company, but in all other cases a representative shall have the opportunity of inspecting the loss or damage before any repairs or alterations are effected.

The liability of the Company under this Policy in respect of any item sustaining damage shall cease if said item is kept in operation after a claim without being repaired in the satisfaction of the Company or if temporary repairs are carried out without the Company's consent.

#### **6. RECOURSE:**

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

#### **7. FRAUDULENT CLAIMS:**

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

#### **8. OTHER INSURANCE:**

If at the time any claim arises under this Policy there be any other Insurance covering the same loss, damage or liability the Company shall not be liable to pay or contribute more than their rateable proportion of any claim for such loss, damage or liability.

#### **TERRORISM DAMAGE EXCLUSION WARRANTY:**

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

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

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

#### **SECTION III-A – EQUIPMENTS:**

All Electronic equipments like Computers, Medical, Biomedical, Micro-processors; Audio/Visual equipments including the value of Systems Software may be covered under Electronic Equipment Policy. The term equipment shall include the entire computer system consisting of CPU, Keyboards, Monitors, Printers, Stabilizers, UPS, and System Software etc.

Dish Antenna is excluded from the scope of cover under this section of the policy. Further portable Electronic Equipments like notebook, lap top computer, sonography are also excluded under this Section of the Policy.

The Company hereby agrees with the Insured (subject to the exclusions & conditions contained herein or endorsed hereon) that if at any time during the period of Insurance stated in the Schedule for which the Insured pays, the items or any part thereof entered in the Schedule shall suffer any unforeseen and sudden physical loss or damage from any cause, other than those specifically excluded, in a manner necessitating repair or replacement, the Company will indemnify the Insured in respect of such loss or damage as hereinafter provided by payment in cash, replacement or repair (at their own option) up to an amount not exceeding in any one year 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 as insured hereby.

#### **SPECIAL EXCLUSIONS APPLICABLE TO SECTION – III-A:**

The Company shall not, however, be liable for:

- a) The Excess stated in the Schedule to be borne by the Insured in any one occurrence; 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;
- b) 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;

- c) 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;
- d) 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;
- e) 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;
- f) Loss or damage for which the manufacturer or supplier of the insured items is responsible either by law or under contract;
- g) 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;
- h) Consequential loss or liability of any kind or description;
- i) Loss of or damage to bulbs, valves, tubes, ribbons, fuses, seals, belts, wires, chains, rubber tyres, exchangeable tools, engraved cylinders, objects made of glass, porcelain or ceramics sieves or fabrics, or any operating media (e.g. lubricating oil, fuel, chemicals);
- j) Aesthetic defects, such as scratches on painted polished or enameled surfaces

In respect of the parts mentioned under i) and j) above the Company shall be liable to provide compensation in the event that such parts are effected by an indemnifiable loss or damage to the insured items.

#### **PROVISIONS APPLYING TO SECTION – III-A:**

##### **SUM INSURED**

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

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

##### **BASIS OF INDEMNITY**

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

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

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

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

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

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

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

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

If the sum insured is less than the amount required to be insured as per Provision - 1 hereinabove, the Company will pay only in such proportion as the sum insured bears to the amount required to be insured. Every item if more than one shall be subject to this condition separately.

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

#### **WARRANTY**

It is warranted that the Maintenance Agreement in force at the inception of this policy is maintained during the currency of this policy and no variation in the terms of the Agreement shall be made without the written consent of the Company being obtained.

For the purpose of this warranty the word 'Maintenance' shall mean the following:

- i) Safety checks,
- ii) Preventive maintenance
- iii) Rectification of loss or damage or faults arising from normal operation as well as from ageing.

#### **SECTION III-B – EXTERNAL DATA MEDIA**

The Company hereby agrees with the Insured that if the external data media entered in the Schedule inclusive of the information stored thereon, which can be directly processed in EDP systems, shall suffer any material damage caused by peril covered under Section III-A of this Policy, the Company will indemnify the Insured as hereinafter provided in respect of such loss or damage up to an amount not exceeding in any one year of insurance in respect of each of the data media specified in the Schedule the sum set opposite thereto and not exceeding in all the total sum insured hereby, provided always that such loss or damage occurs during the period of Insurance stated in the Schedule or during any subsequent period for which the Insured pays and the Company may accept the premium for the renewal of this Policy. This cover applies while the insured data media are kept on the Premises. Coverage against restoration of data under Section III-B only to be granted if backup system is available.

#### **SPECIAL EXCLUSIONS APPLICABLE TO SECTION III-B**

The Company shall, however, not be liable for:

- a) The excess stated in the Schedule to be borne by the Insured in any one occurrence
- b) Any costs arising from false programming, punching, labeling or inserting, inadvertent canceling of information or discarding of data media, and from loss of information caused by magnetic fields;
- c) Consequential loss of any kind or description whatsoever

#### **PROVISIONS APPLYING TO SECTION III-B**

##### **SUM INSURED**

It is a requirement of this Insurance that the sum insured shall be the amount required for restoring the insured external data media by replacing lost or damaged data media by new material and reproducing lost information.

##### **BASIS OF INDEMNITY**

The Company will indemnify any expenses that can be proved to have been incurred by the Insured within a period of 12 months as from the date of the occurrence strictly for the purpose of restoring the insured external data media to a condition equivalent to that existing prior to the occurrence and necessary for permitting data processing operations to be continued in the normal manner. If it is not necessary to reproduce lost data or information, or if such reproduction is not effected within 12 months after the occurrence, the Company shall only be liable to indemnify the expenses incurred for replacing the lost or damaged data media themselves by new material.

As from the date of an indemnifiable occurrence the sum insured shall be reduced for the remaining period of insurance by the amount of indemnity paid, unless the sum insured is reinstated.

#### **SECTION III-C – INCREASED COST OF WORKING**

Notwithstanding Exclusion (i) under Section III-A of this Policy the Company hereby agrees to indemnify the Insured up to but not exceeding the limits of Indemnity stated in the Schedule for all additional costs which the Insured shall incur to ensure continued data processing on substitute equipment if such costs arise as an unavoidable consequence of an indemnifiable loss or damage during the period of insurance to property insured under the Material Damage Section of this Policy.

#### **SPECIAL EXCLUSIONS APPLICABLE TO SECTION III-C**

The Company shall not be liable for:

- i) Costs incurred for use of substitute equipment during the Time Excess stated in the Schedule,
- ii) Costs for replacement of data media, data and regeneration of data,
- iii) Costs arising out of circumstances, which are not connected with the insured material damage. In particular the Company shall not be liable for additional costs arising out of -
  - a) bodily injuries,
  - b) orders or measures imposed by any public authority,

- c) Expansion and improvements of the equipments,
- d) Lack of funds causing delay in repairs or replacement of damaged equipments,
- iv) Any other consequential loss such as loss of market or interest.

#### **PROVISIONS APPLYING TO SECTION III-C**

##### **INDEMNITY PERIOD**

The Indemnity Period shall commence with putting into use the substitute equipments. The insured shall bear that proportion of each claim, which corresponds to the Time Excess agreed.

##### **SUM INSURED**

The 'indemnity limit per hour' and 'total sum insured' stated in the schedule shall be declared by the insured. The total sum insured shall represent the aggregate limit of indemnity payable for all events occurring during the period of insurance.

The Company will also reimburse the insured for personnel expenses and costs for transportation of materials following an event giving rise to a claim under this Section of the Policy provided separate sums therefore have been entered in the Schedule.

As from the date of an indemnifiable occurrence the sum insured shall be reduced for the remaining period of insurance by an amount of indemnity paid unless - reinstated by payment of an additional premium prescribed by the Company.

##### **LOSS SETTLEMENT**

The Company shall indemnify those costs and expenses, which can be proved to have been incurred during the indemnity period to maintain data processing operations to their previous extent, that are additional to those which would have been incurred during the same period if no insured event had occurred.

The total indemnity per event shall not exceed an amount equal to the agreed 'indemnity limit per hour' or the 'actual hourly rate payable for the use of substitute equipments,' whichever is less multiplied by the number of working hours stated as 'Indemnity Period' in the schedule or by the actual number of working hours for which the substitute equipment is put into use, whichever shall be less.

However, if it is found, following an interruption, that the limit selected 'per hour' is less than the amount actually incurred per hour for use of substitute equipment, the Company shall be liable to indemnify the insured in the same proportion as the limit selected 'per hour' bears to the amount actually incurred per hour.

Provided always that:

- i) The interruptions shorter than the Time Excess stated in the Schedule shall be excluded from the scope of this Policy and
- ii) In respect of interruptions longer than the Time Excess the insured shall bear that proportion of each claim which corresponds to the Time Excess

#### **SECTION IV – MACHINERY BREAKDOWN**

In consideration of the Insured named in the Schedule hereto having paid to the Company the full premium mentioned in the said schedule and subject to the terms, exceptions, exclusions, provisions and conditions contained herein or endorsed hereon, the Company will at its own option by payment or reinstatement or repair, indemnify the Insured against unforeseen and sudden physical damage by any cause not hereinafter excluded to any Insured property specified in the attached schedule(s) whilst in the premises therein mentioned necessitating its immediate repair or replacement. This Policy shall apply to the Insured items after successful completion of their performance/acceptance tests, whether they are at work or at rest, or being dismantled for the purpose of cleaning or overhauling, or in the course of the aforesaid operations themselves, or when being shifted within the premises, or during subsequent re-erection. The liability of the Company for any one item of the Insured property shall not exceed in the aggregate in any one period of Insurance the Sum Insured set against such in the attached schedule(s), unless the Sum Insured under such item is reinstated after occurrence of a claim for balance period.

#### **SPECIAL EXCLUSIONS APPLICABLE TO SECTION IV**

The company shall not be liable under this policy in respect of:

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

whatever cause (lightning included), is covered; provided that this extension shall apply only to the particular electrical machine; apparatus fixture fitting or portions of the electrical installation so affected and not to other machines, apparatus, fixtures fittings or portions of the electrical installation which may be destroyed or damaged by fire so set up.

2. Accident, Loss, damage and/or liability resulting from over load experiments or tests requiring the imposition of abnormal conditions.
3. Gradually developing flaws, defects, cracks or partial fractures in any part not necessitating immediate stoppage, although at some future time repair or renewal of the parts affected may be necessary.
4. Deterioration of or wearing away or wearing out any part of any machine caused by or naturally resulting from normal use or exposure.
5. Loss, damage and/or liability caused by or arising out of the willful act or willful neglect or gross negligence of the Insured or his responsible representatives
6. Liability assumed by the Insured by agreement unless such liability would have attached to the Insured notwithstanding such agreement.
7. Loss, damage and/or liability due to faults or defects existing at the time of commencement of this insurance and known to the Insured or his responsible representative but not disclosed to the Company.
8. Loss of use of the Insured's plant or property of any other consequential loss incurred by the Insured.
9. Loss, damage and/or liability due to explosions in Chemical Recovery Boilers, other than pressure explosions for e.g. smelt, chemical, ignition, Explosions etc.

#### **SPECIAL EXCLUSIONS APPLICABLE TO SECTION IV**

The Company shall not be liable for:

1. The Excess, as stated in the Schedule, to be first borne by the Insured out of each and every claim; where more than one item is damaged in one and same occurrence, the Insured shall not, however, be called upon to bear more than the highest Excess applicable to any one such item;
2. Loss of or damage to belts, ropes, chains, rubber tyres, dies, moulds, blades, cutters, knives or exchangeable tools, engraved or impression cylinders or rolls; objects made of glass, porcelain, ceramics, all operating media (e.g. lubricating oil, fuel, catalyst, refrigerant, dowtherm) felts, endless conveyor belts or wires; sieves, fabrics, heat resisting and anti-corrosive lining and parts of similar nature, packing material, parts not made of metal (except insulating material) and non-metallic lining or coating of metal parts;
3. Loss or damage for which the manufacturer or supplier or repairer of the property is responsible either by law or contract.

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

#### **PROVISION APPLICABLE TO SECTION IV**

##### **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

##### **BASIS OF INDEMNITY**

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

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

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

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

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

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

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

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

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

The Company will make payments only after being satisfied, by production of the 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 equipments for reasons beyond their control. In such cases claims can be settled on 'Indemnity Basis'.

#### **INSPECTION OF TURBINES AND TURBO-GENERATORS:**

All Mechanical and Electrical parts of any steam turbine, gas turbine or generator up to 30,000 KW shall be inspected and overhauled thoroughly under the supervision of Maker's representatives, in a completely opened up state at least every two years: for turbines or generators exceeding 30,000 KW such inspection and overhaul shall take place after 32,000 hours of operation or every four years. The cost of inspection and overhauling shall be borne by the Insured and a copy of the Report issued by the Maker's representative on such inspection and overhauling shall be furnished to the Company immediately after the work has been carried out.

The Insured shall arrange for these regular inspections in such a way as to enable the company's representative to be present at the inspection at their own expenses. The Company shall be notified at least seven days in advance of the commencement of any overhauling necessary according to expert opinion.

#### **CONDITIONS:**

- a) This Policy and the attached Schedule(s) shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of this Policy or of the attached Schedule(s) shall bear the same meaning wherever they may appear.
- b) If a claim is in any respect fraudulent or if any false declaration is made or used in support thereof or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain benefit under this Policy, or if a claim is made and rejected and no action, or suit is commenced within three months after such rejection or in a case of arbitration taking place as provided therein within three months after the arbitrator or arbitrators or umpire have made their awards, all benefit under this Policy shall be forfeited.
- c) No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company who shall be entitled if they so desire to take over and conduct in the name of the Insured the defence or settlement of any claim for indemnity or damage or otherwise and shall have full discretion in the conduct of any proceeding or in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.
- d) The due observance and fulfilment of the terms, provisions and conditions of and endorsement on this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statement and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

#### **OBLIGATIONS OF THE INSURED:**

- a) The Insured shall take all reasonable steps to maintain the Insured property in efficient working order and to ensure that no item is habitually or intentionally over loaded. The Insured shall fully observe the manufacturer's instructions for operating, inspection and overhaul, as well as government, statutory municipal and all other binding regulations in force concerning the operation and maintenance of the Insured plant and machinery;
- b) The Company's Officials shall at all reasonable times have the right to inspect and examine any property Insured hereunder and the Insured shall provide the Officials of the Company with all details and information necessary for the assessment of the risk. The Company shall provide the Insured with a copy of the inspecting Official's report; which shall however be treated as strictly confidential both by the Insured and the Company.
- c) In the event of any:
  - i) Material change in the original risk;
  - ii) Alteration, modification or addition to Insured item
  - iii) Departure from prescribed operating conditions, whereby the risk or loss or damage increases
  - iv) Changes in the Insured's interest (such as discontinuation or liquidation of the business or being placed in receivership) taking place, the Policy shall be void unless its continuance be agreed by endorsement signed by the Company.

## DUTIES FOLLOWING AN ACCIDENT:

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

- a) Immediately notify the Company by telephone or telegram as well as in writing, giving an indication as to the nature and extent of loss or damage;
- b) Take all reasonable steps within his power to minimise the extent of the loss or damage;
- c) Preserve the damaged or defective parts and make them available for inspection by an official or surveyor of the Company.
- d) Furnish all such information and documentary evidence as the Company may require.

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

Upon notification of a claim being given to the Company, the Insured may proceed with the repair of any minor damage not exceeding ₹2,500/- provided that the carrying out of such repair is without prejudice to any question of liability of the Company and that any damaged part requiring replacement is kept for inspection by the Company, but in all other cases a representative of the Company shall have the opportunity of inspecting the damage before any alterations repairs or replacement are effected. Nothing contained herein shall prevent the Insured from taking such steps as are absolutely necessary to maintain the operation of the plant.

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

## 7. OTHER INSURANCE:

If at the time any claim arises under this Policy there is any other insurance covering the same loss damage or liability the Company shall not be liable to pay or contribute more than its rateable proportion of such loss damage or liability.

## 8. POSITION AFTER A CLAIM:

- a) The Insured shall not be entitled to abandon any property whether taken possession of by the Company or not.
- b) As from the day of loss the Sum Insured for the remainder of the period of insurance is reduced by the amount of the compensation. To prevent under insurance during the remainder of the current period of insurance the amount Insured must be reinstated. The premium will be calculated pro-rata from the day repaired item is again put to work. For subsequent period of insurance the original indemnity and premium are again in force unless circumstances justify an alteration.

## 9. TRANSFER OF INTEREST:

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

## 10. RECOURSE:

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

## SECTION V- BOILER AND PRESSURE VESSELS

In consideration of the Insured named in the Schedule hereto having paid to the Company the full premium mentioned in the said Schedule and subject to the terms exceptions, exclusions, provisions, definitions, warranties and conditions contained herein or endorsed hereon, the Company will at its own option by payment or reinstatement or repair indemnify the Insured against:

1. Damage (other than by fire) to the Boilers and/or other Pressure Plant described in the Schedule;
2. Damage (other than by fire) to surrounding Property of the Insured described in the Schedule or to the Property held by the Insured in trust or on commission or for which he is responsible;
3. Liability of the Insured at law on account of:
  - a) Death of or Bodily Injury to any person (other than a person under a contract of service or apprenticeship with the Insured sustaining death or Bodily Injury which arises out of and in the course of employment with the Insured);
  - b) Damage to the Property not belonging to the Insured nor held in trust or on commission nor for which he is responsible;

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

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

## SPECIAL EXCLUSIONS APPLICABLE TO SECTION V

The company shall not be liable under this policy in respect of:

1. Loss damage and/or liability caused by or arising from or in consequences, directly or indirectly of Fire (arising from explosion or collapse or any other cause whatsoever) including extinguishment of a fire or clearance of debris and dismantling necessitated thereby, smoke, soot, aggressive substance lightning, theft, collapse of buildings, subsidence, landslide, rockslide, water which escapes from water containing apparatus, flood, inundation, storm, tempest, earthquake, volcanic eruption or other Acts of God, impact of land borne, waterborne, or airborne craft or other aerial devices and/or articles dropped therefrom.
2. Accident loss damage and/or liability resulting from overload experiments or tests requiring the imposition of abnormal conditions.
3. Gradually developing flaws, defects, cracks or partial fractures in any part not necessitating immediate stoppage although at some future time repair or renewal of the parts affected may be necessary.
4. Defects due to the wearing away or the wasting of the materials of a Boiler or a Pressure Plant whether by leakage, corrosion or by the action of the fuel or otherwise the grooving or the fracturing of any of the parts of a Boiler or Pressure Plant or for deterioration generally or for the development of cracks blisters, lamination and other flaws or fractures, failures of joint within the range of steam or feed pipes, or for bulging and deformation due to overheating of tubes (unless such defects, fracture, failure or bulging result in explosion or collapse) or for the cracking of section of cast-iron heating boilers or other vessels constructed of cast iron.
5. The failure of individual tubes in Boilers of the water tube locomotive or other multitubular types, in Super heaters or in Economizers (unless such defects result in explosion or collapse).
6. Loss or damage to the insured plant or property and/or liability arising during and occasioned by the application of steam hydraulic or any other test of this plant as specified by Inspecting Authority or otherwise.
7. Loss or damage and/or liability caused by or arising out of the wilful act or wilful neglect or gross negligence of the Insured or his responsible representatives.
8. Liability assumed by the Insured by agreement unless such Liability would have attached to the Insured notwithstanding such agreement.
9. Loss or damage and/or liability due to faults or defects existing at the time of commencement of this Insurance and known to the Insured or his responsible representatives but not disclosed to the Company.
10. Loss of use of the Insured's plant or property or any other consequential loss incurred by the Insured.
11. Loss or damage for which the manufacturer or supplier or repairer of the property is responsible either by law or under contracts.

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

## WARRANTIES:

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

- i) The Boiler and Pressure Plants described in the Schedule are annually inspected by Inspectors appointed by the appropriate Government except where there is no statutory requirement for Government Inspection; the inspections are to be carried out by an independent competent person;
- ii) The Boilers and Pressure Plant described in the Schedule shall only be operated by Attendants holding a valid certificate of competency issued under the appropriate Boiler Act;
- iii) The Insured shall be in possession of the unqualified permission in writing of the competent Inspecting Authority to operate the said Boilers and Pressure Plants. If the maximum pressure or load upon safety valve immediately prior to any explosion or collapse was in excess of that stipulated by the said Authority the Insured shall not be entitled to any compensation or indemnity under this Policy in respect of such explosion or collapse.

## DEFINITIONS:

The following terms wherever used in this Policy shall have attached to them the under mentioned meanings:

1. 'Boiler' shall mean any fired closed vessel or a combined container piping system in which steam is generated under pressure.
2. 'Pressure Plant' shall mean any unfired closed container under steam gas or fluid pressure.
3. 'Explosion' shall mean the sudden and violent rending or tearing apart of the permanent structure of a Boiler or Pressure Plant or any part or parts thereof by force of internal steam gas or fluid pressure causing bodily

displacement of the said structure and accompanied by the forcible ejection of its contents.

4. 'Collapse' shall mean the sudden and dangerous distortion of any part of Boiler or Pressure Plant by bending or crushing caused by Steam Gas or Fluid Pressure whether attended by rupture or not. It shall not mean any slowly developing deformation due to any cause.
5. 'Flue Gas Explosion' shall mean an explosion of ignited gases in the furnaces or flues of the boilers, economisers and super heaters.
6. 'Chemical Explosion' shall mean an explosion arising out of chemical reaction in any plant.

#### **SPECIAL CONDITIONS APPLICABLE TO SECTION V:**

1. This Policy and the attached Schedule(s) shall be read together as one contract and any words or expressions to which specific meanings have been attached in any part of this Policy or of the attached Schedules shall bear the same meanings wherever they may appear.
2. The pressure or load upon the safety valves of any items of plant shall at no time exceed the maximum pressure specified in the Schedule or the permissible working pressure therefore as set out in the report on the last examination whichever is the lowest.
3. If at any time after commencement of this insurance there is an alteration of fuel used other than for which the Boiler was designed or which is used at the time of effecting the insurance, the Company shall be informed immediately of such alteration and this insurance will continue only on payment of additional premium if necessary to be fixed on the merits of each individual item.
4. If a claim is in any respect fraudulent or if any false declarations 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 this Policy, or if a claim is made and rejected and no action or suit is commenced within three months after such rejection or in case of Arbitration taking place as provided herein within three months after the Arbitrators or Umpire have made their award, all benefit under this Policy shall be forfeited.
5. No admission, offer promise, payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company who shall be entitled if they so desire to take over and conduct in the name of the Insured the defense or settlement of any claim for indemnity or damage or otherwise and shall have full discretion in the conduct of any proceeding or in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.
6. The due observance and fulfilment of the terms, provision and condition of and endorsements on 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 said proposals shall be conditions precedent to any liability of the Company to make any payment under this Policy.

#### **SUM INSURED:**

If the Boiler & Pressure Plant covered under Item No. 1 of the Policy Schedule shall at the time of any loss be of greater value than the Sum Insured then the Insured shall be considered as being the own Insurer for the difference and shall bear a rateable share of the loss accordingly.

The term value shall mean the new replacement value of the Plant inclusive of freight dues and custom duties, if any and erection costs. Every item if more than one of this Policy shall be separately subject to this condition.

#### **BASIS OF INDEMNITY:**

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

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

The Company will make payments only after being satisfied, with the necessary bills and documents that the repairs have been effected or replacements have taken place, as the case may be. The Company may, however, not insist for bills and documents in case of total loss where the Insured is unable to replace the damaged equipments for reasons beyond their control. In such cases claims can be settled on 'Indemnity Basis'.

#### **7. OBLIGATIONS OF THE INSURED:**

- a) The Insured shall take all reasonable steps to maintain the insured property in efficient working order and to ensure that no item is habitually or intentionally overloaded. The Insured shall fully observe the manufacturer's Instructions for operating inspection and overhaul, as well as Government statutory municipal and all other binding regulations including the rules under the Indian Boilers Act in force concerning the operation and maintenance of the insured Boilers and Pressure Plants.
- b) The Company's officials shall at all reasonable times have the right to inspect and examine any Boiler and Pressure Plant or any property insured hereunder and the Insured shall provide the officials of the Company with all details and information necessary for the assessment of the risk. The Company shall provide the Insured with a copy of the Inspecting official's report, which shall however be treated as strictly confidential both by the Insured and the Company. Whenever arrangements have been made for a 'Thorough Inspection' of Boiler or Pressure Plant the Insured shall cause the Boiler or Pressure Plant to be stopped, emptied and properly cleaned inside and outside and rendered accessible in every part, so far as its construction will allow.
- c) In the event of any:
  - i) Material change in the original risk
  - ii) Alteration, modification or addition to an insured item
  - iii) Departure from prescribed operating conditions whereby the risk of loss or damage increases
  - iv) Changes in the Insured's interest (such as discontinuation of liquidation of the businesses or business or being placed in receivership)

Taking place, the Policy shall be void unless its continuance be agreed by endorsement signed by the Company.

#### **8. DUTIES FOLLOWING AN ACCIDENT:**

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

- a) Immediately notify the Company by telephone or telegram as well as in writing giving an indication as to the nature and extent of loss or damage.
- b) Take all reasonable steps within his power to minimise the extent of the loss or damage or liability;
- c) Preserve the damage or defective parts and make them available for inspection by an official or surveyor of the Company;
- d) Furnish all such information and documentary evidence as the Company may require.

The Company shall not be liable for any loss or damage of which notice and completed form have not been received by the Company within Fourteen days of its occurrence.

Upon notification of a claim being given to the Company the Insured may proceed with the repair of any minor damage not exceeding ₹2,500/ provided that the carrying out of such repair is without prejudice to any question of liability of the Company and any damaged part requiring replacement is kept for inspection by the Company but in all other cases a representative of the Company shall have the opportunity of inspecting the damage before any alterations, repair or replacements are effected. Nothing contained herein shall prevent the Insured from taking such steps as are absolutely necessary to maintain the operation of the Plant.

The liability of the Company under the Policy in respect of any item of property sustaining damage, for which indemnity is provided, shall cease if the said item is kept in operation without being repaired to the satisfaction of the Company.

#### **9. OTHER INSURANCE:**

If at the time any claim arises under this Policy there is any other insurance covering the same loss, damage or liability, the Company shall not be liable to pay or contribute more than its rateable proportion of such loss, damage or liability.

#### **10. POSITION AFTER A CLAIM:**

- a) The Insured shall not be entitled to abandon any property to the Company whether taken possession of by the Company or not.
- b) As from the day of the loss the Sum Insured for the remainder of the period of insurance is reduced by the amount of the compensation.



To prevent under Insurance during the remainder or the current period of insurance the amount insured must be reinstated. The premium will be calculated pro rata from the day repaired item is again put to work. For subsequent periods of insurance the original indemnity and premium are again in force unless circumstances justify an alteration.

#### 11. TRANSFER OF INTEREST:

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

#### 12. RECOURSE:

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

### SECTION VI – ALL RISK

In consideration of the Insured named in the Schedule hereto having paid to the Company the full premium mentioned in the said Schedule, the Company will indemnify the Insured against the repair or replacement costs incurred by the Insured in respect of Accidental loss of or damage to the property described in the Schedule and belonging to the Insured caused by any unforeseen and sudden physical loss (except a cause which is excluded) during the course of Insured's Business, provided that the liability of the Company in respect of any one item of such property in any one Policy Period will not individually or in the aggregate exceed the sub-limit of the Sum Insured set against such item in the Schedule.

### SPECIAL CONDITIONS APPLICABLE TO SECTION VI

- At all times during the Policy Period, 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 Policy Period 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 payable under the Policy. This continuous cover to the full extent will be available not withstanding 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.
- Loss or damage to the insured property shall be settled at the market value, after charging the applicable depreciation.
- In the event of loss of or damage to any instrument/component forming part of a pair or set of the property insured hereunder, the Company shall not be liable for more than the depreciated value of the particular instrument component which may be lost or damaged without reference to any special value which such instrument/component may have as forming a pair or set in any event not exceeding a proportionate part of the Sum Insured in respect of such instrument/ component.
- A maintenance agreement should be in force at the inception of this Policy and is to be maintained during the currency of this Policy and no variation in the terms of the Agreement should be made without the written consent of the Company being obtained.
- In the event of loss of or damage to the property or any components thereon necessitating the supply of components not obtainable from the stocks held in this country or in the event of the Company exercising the option to pay in cash the amount of the loss or damage, the liability of the Company in respect of any such components shall be limited to:
  - The price quoted in the latest catalogue or price list issued by the makers or their agents in this country,  
OR
  - If no such catalogue or price list exists, the price list obtained at the makers works plus the reasonable cost of transport otherwise than by air to this country and the amount of the relative import duty.  
PLUSThe reasonable cost of fitting such parts.
- ARTICLES IN PAIRS OR SETS: Where any items insured hereunder consists of articles in pair or set, the Company's liability in respect thereof shall not

exceed the value of any particular part or parts which may be lost or damaged without reference to any special value which such article or articles may have as part of such pair or set and not more than a proportionate part of the Insured value of the pair or set.

### SPECIAL EXCLUSIONS APPLICABLE TO SECTION VI

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

- Loss or damage directly or indirectly, occasioned by or happening through or in consequence of volcanic eruption or other similar convulsion of nature and atmospheric disturbance
- Wilful act or wilful negligence of the Insured or his representative(s).
- Consequential loss or legal liability of whatsoever nature.
- Any loss or damage to the insured property or to the general public and/ or legal liability arising out of immoral or unethical use of insured property.
- Loss of or damage to the property covered under this policy falling under the terms of the maintenance agreement.
- Loss, destruction or damage directly occasioned by pressure wave caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- Electromagnetic field (EMF) Exclusion: The policy does not apply to, have no liability hereunder to the insured in respect of personal injury, bodily injury or illness of a person, loss or damage to property, or advertising liability arising out of, exposure to any electric, magnetic and/ or electromagnetic field of any frequency, whether the same be caused or allegedly caused by the insured's power lines or otherwise.
- Loss or damage to the Property by or due to or arising from:
  - Defective workmanship material or design, wear and tear depreciation, moth, vermin, process of cleaning, repairing, restoring or renovating the action of light or atmospheric conditions or any other gradually operating cause.
  - Manufacturing defects for which the manufacturer is responsible.
  - Mechanical and/ or electrical breakdown and/ or derangement, overloading or strain; overrunning excessive pressure, short circuiting and/ or self-heating
  - Improper handling, dismantling, fitting adjustment, repair alteration or modification not approved by the makers/manufacturers and / or the agents of makers/manufacturers or use of such property contrary to the directives of the makers/manufacturers and/ or this agents.
  - Scratching, cracking and/ or denting.
  - Breakage of articles of a brittle nature unless such breakage be caused by fire or theft and/ or by accidental means external to the property insured.
- Loss damage or consequential loss directly or indirectly caused by, consisting of, or arising from:
  - Any functioning or malfunctioning of the internet or similar facility, or of any intranet or private network or similar facility,
  - Any corruption, destruction, distortion, erasure or other loss or damage to data, software, or any kind of programming or instruction set,
  - Loss of use or functionality whether partial or entire of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic, and any ensuing liability or failure of the Insured to conduct business.This shall not exclude subsequent damage not otherwise excluded which itself results from an insured peril.
- Loss or damage arising from detention, confiscation, destruction or requisition by or under the order of any Government of public or local authority.
- Penalties of delay or detention or in connection with guarantees of performance or efficiency.
- Theft, loss or damage during the hire or loan of the equipment/instrument to a third party.
- Mysterious disappearance.
- Loss/ Damage to any unattended item/equipment, which is covered in the policy.
- Loss/ Damage to any unattended item/ equipment carried under contract of affreightment.
- Loss or damage due to theft or attempted theft by any employees of the insured or loss or damage occasioned through the willful act of the insured or any employee or the willful act of any other person with a connivance of the insured or any employee.
- Over-winding, denting or internal damage of watches or clocks.
- Loss or damage to money, securities, manuscripts, deeds, bonds, bills of exchange, promissory notes, stock or share certificates, stamps, travel tickets, travelers cheque, business books or document
- Loss or damage caused by any defects existing at the time of commencement of the present insurance within the knowledge of the insured or their representatives
- Any loss or damage arising through delay, detention or confiscation by Customs or other authorities.

## SECTION VII – MONEY INSURANCE

In consideration of the Insured named in the Schedule hereto having paid to the Company the full premium mentioned in the said Schedule, the Company will indemnify the Insured for the loss in transit of money whilst carried by the Insured or its Employee, caused during the Policy Period by Robbery, theft or any other fortuitous event

The Company will also indemnify the Insured (if specifically declared and insured if shown as such on the Schedule):

- a. For the loss of Money caused by actual or attempted Burglary during the Policy Period but only if the Money is contained in a Safe or Strong Room whilst the Insured Premises are unoccupied, and
- b. For the loss of Money caused by Robbery during the Policy Period from the cashier's till and/or counter in the Insured Premises during business hours.

### SPECIAL EXCLUSIONS APPLICABLE TO SECTION VII

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

1. Any consequential losses of any kind, be they by way of loss of profit, loss of opportunity, loss of gain or potential gain, business interruption, market loss or otherwise and any other legal liability of any kind;
2. Loss of money carried by anyone other than the Insured or an Employee;
3. Loss of money where the Insured or an Employee is or is alleged to be involved as a principal or accessory or is alleged to be in anyway concerned or implicated;
4. Money carried under contract of affreightment;
5. Loss of money from an unattended vehicle;
6. Loss of Money in Transit being transported other than as stated in the proposal form or as otherwise agreed in writing by the Company.
7. Loss due to or in any way contributed to by the Insured having knowingly permitted or caused or suffered anything to be done or not done whereby the risks hereby Insured against Were increased;
8. Any loss of or damage to any property, whether belonging to the Insured, an Employee or any third party;
9. Any personal or bodily or mental injury or suffering of any description;
10. Any loss not discovered within a period of 72 hours after its occurrence;
11. Loss occurring on the Insured Premises after business hours, unless the money is contained in a Safe or Strong Room
12. Loss of Money from any Safe or Strong Room following the use of a key to gain access thereto, or any duplicate thereof belonging to the Insured and/or combination and/or code to gain access unless this has been obtained by Robbery.
13. Shortage due to error or omission or not identifiable with a specific event.
14. Loss or damage where the Insured Premises are left unoccupied for a consecutive period of seven days
15. Loss occurring outside the Geographical Area specified in the Policy
16. Loss resulting from confiscation, detention, rationalisation, requisition or wilful destruction by any government, public, municipal, local or customs authority

### SPECIAL CONDITIONS APPLICABLE TO SECTION VII

1. It is a condition precedent to the Company's liability hereunder that the Insured shall:
  - a. Immediately and in any event within 24 hours of the happening of any insured event giving rise to or likely to give rise to any claim under this Policy give written notice to the Company to the address shown in the Schedule, and in the case of the notification of an event likely to give rise to a claim, the Insured shall specify in writing the grounds for holding such belief.
  - b. Immediately and in any event within 24 hours lodge a complaint with the police detailing the Money lost in respect of which the Insured intends to submit a claim, and within the same period provide a copy of that written complaint and the First Information Report to the Company.
  - c. Within 14 days deliver to the Company a detailed written statement of the Money lost and an estimate of the quantum of any claim along with all documentation required to support and substantiate the amount sought from the Company.
  - d. Expeditiously provide the Company and its representatives and appointees with all the information, assistance and documentation that they might reasonably require.
  - e. Take all reasonable steps to identify the perpetrators of the Robbery and/or theft and discover and recover any Money lost.
  - f. Ensure that when the Insured Premises are unoccupied all safety installations and aids (including, but not limited to, any burglar alarm system) have been properly deployed.
2. The Insured shall maintain a contemporaneous daily written record of the Money In Transit and such record shall be produced to the Company in the event of any claim under this Policy.

## SECTION VIII- FIDELITY COVER

In consideration of the Insured named in the Schedule hereto having paid to the Company the full premium mentioned in the said schedule, the Company will provide an indemnity in respect of direct pecuniary loss sustained by the Insured and first committed during the Period of Insurance in consequence of any deliberate fraudulent or dishonest act of an Employee, provided that:

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

### SPECIAL EXCLUSIONS APPLICABLE TO SECTION VIII

The Company shall not be liable for and no indemnity will be provided in respect of losses arising out of, caused by, occasioned by, attributable to or howsoever connected to:-

1. Any fraudulent or dishonest act of an Employee discovered more than 12 months after the termination either of this policy or of the service of the Employee concerned.
2. Where there has been any change in the agreed system of check or accounting precautions without the Company's prior consent.
3. Any consequential losses of any kind, be they by way of loss of profit, any loss not reflected in the Insured's books of account, loss of opportunity, business interruption, market loss, loss of gain or potential income or gain which should have accrued to the Insured (including but not limited to interest and dividends), or otherwise;
4. Legal liability of any kind;
5. Any fact or matter or circumstance of which the Insured was, or ought reasonably to have been, aware at the commencement of the Policy Period
6. Committed by an Employee in respect of whose conduct a claim has already been paid under the Policy.
7. Shortages on account of stock taking, trading losses not caused due to fraud or dishonesty.
8. Arising by usage of ATM, charge and credit cards and internet initiated or operated fraud or the wire transfer of monies to or from any natural person or entity.
9. Arising elsewhere than in India.
10. Of money due to any misfeasance, malfeasance or nonfeasance or breach of trust in relation to money by the Insured.
11. In the event of fraud or dishonesty by an Employee that occurs after the Insured suspected, or had reasonable cause to suspect him of fraud or dishonesty or after the Insured became aware of an act of fraud or dishonesty by that Employee or any material fact bearing on the honesty of that Employee.
12. By trading in securities or derivatives in Insured's name or otherwise and whether in a genuine or fictitious account.
13. On account of additional expense incurred by the Insured towards preparation of documents for substantiating the claim.
14. Any expenses incurred by the Insured in establishing the existence of or qualification of any fact or matter giving rise to a claim under the Policy
15. Arising out of misappropriation of foreign currency by the Employee of the Insured.
16. The Company is not liable for and no indemnity will be provided in respect of any loss arising in circumstances where:
  - a. The Insured carries on any business other than the Business, and/or
  - b. There is any material change in the facts and matters stated in the Insured's proposal, and/or
  - c. The duties or terms of service of Employees differ from those described in the proposal, and/or
  - d. The precautions and checks for ensuring the accuracy of the Insured's accounts and stocks are not as described in the Insured's proposal

### SPECIAL CONDITIONS APPLICABLE TO SECTION VIII

1. It is a condition precedent to the Company's liability under this Policy that upon the discovery of any event giving rise to a claim, or the existence of circumstances likely to give rise to a claim (regardless of whether the quantum of the claim can be ascertained), the Insured shall:
  - a. Immediately and, in any event, within 7 days, give full written notice of the same (including an estimate of the loss) to the address shown in the Schedule for this purpose and in the case of the existence of circumstances likely to give rise to a claim shall specify the grounds for such belief,
  - b. Take all reasonable steps to minimize the quantum of any Claim that may be made and/or any further loss that might arise,
  - c. Immediately lodge a complaint with the police detailing the loss in respect of which the Insured intends to claim, and provide a copy of that written complaint, the First Information Report and/or Final Report to the Company,

- d. Within 14 days deliver to the Company a detailed written statement of the loss that has occurred and an estimate of the quantum of any claim along with all documentation required to support and substantiate the amount sought from the Company,
  - e. Expeditiously and at the Insured's cost provide the Company and its representatives and appointees with access to and all of the information, assistance, records and documentation in relation to the loss and the Company's liability hereunder that might reasonably be required.
2. In the event of the non-renewal or cancellation of this Policy, the Company shall (subject to the Policy terms, conditions, and exclusions) accept losses arising during the Policy Period and first discovered within 90 days of the date of cancellation or expiry of the Policy Period, as the case may be. This clause will have no effect in the case of continuous renewal of the Policy.
  3. If a loss is sustained by the Insured as a result of the fraudulent or dishonest conduct of an Employee and other Employees, then the liability of the Company shall stand reduced in the same proportion as the number of Employees bears to the number of Employees involved in causing the said loss.
  4. Any monies which, but for the dishonest or fraudulent conduct of the Employee concerned, would have been payable to such Employee by the Insured and any monies of such Employee with the Insured (or which may come into the custody, care or control of the Insured) shall be applied by the Insured, to the extent it is legally entitled to do so, against the amount payable by the Company in diminution or extinction of any loss.
  5. In no event shall the Company be liable under this Policy for more than the actual cash value of money, bullion, travelers cheques, negotiable instruments, bearer bonds or coupons, stamps, cheques, bank or currency notes or similar instruments on the day upon which the loss is discovered.
  6. The insurance provided by this Policy shall be deemed cancelled in respect of any Employee:
    - a. Immediately upon the discovery by the Insured of any dishonest or fraudulent act, error or omission on the part of such Employee; no cover shall be available hereunder in respect of any loss sustained in consequence of any fraudulent or dishonest act, error or omission occurring after the date of the discovery of (or of reasonable cause for suspicion of) the same on the part of the Employee concerned;
    - b. Immediately upon the Company and/or the Insured giving written notice of the same.

#### **SECTION IX – PLATE GLASS**

In consideration of the Insured named in the Schedule hereto having paid to the Company the full premium mentioned in the said schedule, the Company will indemnify the Insured in respect of

- a) Any Accidental loss of or damage caused to Plate Glass at the Insured Premises occurring during the Policy Period, and
- b) The reasonable cost of repairing and reinstating frames and/or framework necessitated by such loss or damage to Plate Glass, but subject to a maximum payment as specified in the Policy Schedule

#### **SPECIAL EXCLUSIONS APPLICABLE TO SECTION IX**

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

- a. Any loss or damage that could have been insured against under Section I of this Policy.
- b. Cracked, scratched, or imperfect Plate Glass.
- c. Any loss or damage caused wilfully or knowingly by the Insured or his Employee, or any loss or damage in which the Insured or any person acting on his behalf is involved or implicated.
- d. Any Plate Glass other than Plate Glass of plain and ordinary glazing quality, unless specifically stated otherwise in the Schedule.
- e. Any consequential losses of any kind, be they by way of loss of profit, loss of opportunity, loss of gain or potential gain, business interruption, market loss or otherwise, and any other legal liability of any kind.
- f. During the course of any alteration, removal or repair to the Plate Glass.
- i. Breakage of glass that is not completely and securely fixed;

#### **SPECIAL CONDITIONS APPLICABLE TO SECTION IX**

1. The Company may, in its sole and absolute discretion, repair, replace or reinstate the Plate Glass to a condition equivalent to that which existed immediately prior to the Insured event as an alternative to making payment to the Insured.
2. If the Company opts to make payment to the Insured, then:
  - a. The payment will be assessed by reference to the cost of replacing the Plate Glass with glass of plain and ordinary glazing quality, unless specifically stated otherwise in the Schedule.
  - b. Where any Plate Glass is no longer in production, the payment will be assessed by reference to the latest available price that was being charged by reputable manufacturers for the same or similar Plate Glass.
  - c. The Company's liability to make payment shall be up to the sub-limit of

the Sum Insured specified in the Schedule for each item of Plate Glass, subject always to the Sum Insured.

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

#### **SECTION X- SIGNAGE**

In consideration of the Insured named in the Schedule hereto having paid to the Company the full premium mentioned in the said Schedule, the Company will indemnify the Insured against the repair or replacement costs incurred by the Insured in respect of Accidental loss of or damage to neon sign or glow sign fixed at the Insured Premises and caused by any unforeseen and sudden physical loss (except a cause which is excluded), provided that the liability of the Company in respect of any one neon sign or glow sign in any one Policy Period will not individually or in the aggregate exceed the sub-limit of the Sum Insured set against such item in the Schedule.

#### **SPECIAL EXCLUSIONS APPLICABLE TO SECTION X:**

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

1. Any fault or defect of which the Insured was or ought reasonably to have been aware at the commencement of the Policy Period, regardless of whether such was or should have been known to the Company;
2. Loss or damage for which the manufacturer or supplier is responsible;
3. Loss or damage due to or consequent upon wear and tear, gradual deterioration, atmospheric or climatic conditions, rust, corrosion, moth, vermin or insect;
4. Any costs incurred in connection with maintenance, including parts replaced in the course of such maintenance operations;
5. Any costs incurred in connection with the elimination of functional failures unless such failures were caused by an indemnifiable event hereunder;
6. The fusing or burning out of bulbs and/or tubes arising from short-circuit or arcing or any other mechanical or electrical breakdown or faults;
7. Loss, damage or deterioration occasioned by any process of cleaning, retaining, restoring or removing
8. Damage caused by mechanical/ and or electrical derangement
9. Loss of or damage caused by sun, rain, hail, or climatic or atmospheric conditions
10. Loss, damage or destruction under orders from any Public Authority
11. Loss by theft of individual parts of the neon sign and/or glow sign
12. Loss or damage occasioned through the wilful act of the Insured or his family members or any Employee or agent of the Insured or the wilful act of any other person with the connivance of the Insured or his family members or any Employee or his family members or any agent of the Insured

#### **SPECIAL CONDITIONS APPLICABLE TO SECTION X:**

Warranted that all neon signs/glow signs shall be examined by suitably qualified person at least once a year and any defect in the installation rectified forthwith.

#### **SECTION XI- BAGGAGE**

In consideration of the Insured named in the Schedule hereto having paid to the Company the full premium mentioned in the said schedule, the Company will indemnify the Insured and/or the Insured's Employee in respect of the Accidental loss of, destruction of or damage caused to personal baggage accompanying the Insured and/or the Insured's Employee and for which the Insured and/or the Insured's Employee is responsible whilst traveling anywhere in India as specified in the Policy Schedule for the purpose of the Business.

#### **BASIS OF LOSS SETTLEMENT**

- a. Where an insured item can reasonably be repaired or reinstated at a cost less than the replacement cost then, the Company will indemnify the Insured up to the Sum Insured in respect of the expenses necessarily incurred to restore such item to its state immediately prior to the happening of the insured event.
- b. In the case of a total loss, the Company shall indemnify the Insured in respect of the restoration or replacement costs up to the Sum Insured.

#### **SPECIAL EXCLUSIONS APPLICABLE TO SECTION XI**

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

1. Breakage, cracking or scratching of crockery, glass, cameras, binoculars, lenses, sculptures, curios, gramophone records, pictures, musical instruments, sports gear and similar articles of brittle and fragile nature, unless caused by fire or accident to the means of conveyance by which such baggage is conveyed by the Insured or the Insured's Employee .
2. Loss, destruction or damage caused by mechanical or electrical derangement / breakdown of any article unless caused by external Accidental means.

3. Loss, destruction or damage caused by over winding and denting or internal damage of watches and clocks.
4. Loss or damage caused by or any process of cleaning, dyeing repairing or restoring to which the baggage is subjected.
5. Loss or damage caused by moth, vermin or mildew.
6. loss of or damage to jewellery or Valuables
7. Loss, destruction or damage caused by or arising from the leakage, spilling or exploding of liquids, oils or materials of a like nature or articles of dangerous or damaging nature.
8. Theft from any car except car of fully enclosed saloon type having at the time all the doors, windows and other openings securely locked and properly fastened.
9. Loss destruction or damage to articles of consumable and perishable nature.
10. Loose articles such as sticks, umbrellas, sun shades, fans, deck chairs, property in use on the voyage and or journey, or articles whilst being worn on the person or carried about.
11. Loss 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, heating or leakage of electricity from whatever cause (lightning included).
12. Loss or damage whilst being conveyed by any carrier under contract of affreightment.
13. Any tour or travel undertaken within the municipal limits of the village, town or city wherein the Insured and/ or Insured's Employee works

## SECTION XII - PERSONAL ACCIDENT

In consideration of the Insured named in the Schedule hereto having paid to the Company the full premium mentioned in the said schedule, the company will indemnify the insured and/or their employees/members/authorised representatives against death or bodily injury following an Accident resulting in any of the events listed in the Table of Events below, Company will pay to insured or their nominee (in event of death of insured) specified in the Schedule for such percentage stated against the event in the Table of Events of the sum insured stated in the Schedule provided that Insured have opted for coverage against that event and paid premium for the same.

Claim amount payable under more than one below mentioned benefits (Benefit 1, Benefit 2 and Benefit 3) are subject to the following:

- No compensation would be payable under more than one Benefit pertaining to the same disablement.
- In calculating the amount available to the Insured person under any of these covers/benefits, We shall deduct the amount previously paid/utilized for any of these covers/benefits from the Sum Insured of the cover/benefit under which the claim has been lodged.
- Maximum amount payable would be the Sum Insured of the respective cover/benefit.

### BENEFIT COVERED:

#### Benefit 1 - Death resulting from Accident:

Company will pay the Sum Insured if the Insured Person dies solely and directly due to an Injury sustained in an Accident which occurs during the Policy Period, provided that the Insured Person's death occurs within 12 months from the date of that Accident.

Once a claim has been accepted and paid under this Benefit then this Policy will automatically terminate in respect of that Insured Person.

#### Benefit 2 - Permanent Total Disablement (PTD) resulting from Accident:

Company will pay the Sum Insured if the Insured Person suffers Permanent Total Disablement of the nature specified below solely and directly due to an Accident which occurs during the Policy Period provided that the Permanent Total Disablement occurs within 12 months from the date of that Accident:

- I. Loss of sight of both eyes, or Physical Separation/ Loss of Use of two entire hands or two entire feet, or one entire hand and one entire foot, or of such Loss of sight of one eye and such Physical Separation/ Loss of use of one entire hand or one entire foot.
- II. Physical Separation/ Loss of Use of two hands or two feet, or of one hand and one foot, or of Loss of sight of one eye and Loss of Use of one hand or one foot.
- III. If such Injury shall as a direct consequence thereof, permanently, and totally, disable the Insured Person from engaging in any employment or occupation of any description whatsoever.

Once a claim has been accepted and paid under this Benefit then this Policy will automatically terminate in respect of that Insured Person.

#### Benefit 3 - Permanent Partial Disablement (PPD) resulting from Accident:

Company will pay the percentage of the Sum Insured specified below if the Insured Person suffers Permanent Partial Disablement of the nature specified below solely and directly due to an Accident which occurs during the Policy Period provided that the Permanent Partial Disablement occurs within 12 months of the date of that Accident.

Maximum amount payable in respect of multiple nature of disablement (more than 100%) would be restricted to Sum Insured opted by the Insured for this Benefit as mentioned in the Policy Schedule

Sr. No	Loss Covered	% of Sum Insured
1.	Loss of Use/ Physical Separation:	
	One entire hand	50%
	One entire foot	50%
	Loss of Sight of one eye	50%
	Loss of toes – all	20%
	Great both phalanges	5%
	Great – one phalanx	2%
	Other than great if more than one toe lost each	1%
	2.	Loss of Use of both ears
3.	Loss of Use of one ear	20%
4.	Loss of four fingers and thumb of one hand	40%
5.	Loss of four fingers	35%
6.	Loss of thumb	
	- both phalanges	25%
	- one phalanx	10%
7.	Loss of Index finger -	
	three phalanges	10%
	two phalanges	8%
	one phalanx	4%
8.	Loss of middle finger –	
	three phalanges	6%
	two phalanges	4%
9.	Loss of ring finger -	
	three phalanges	5%
	two phalanges	4%
10.	Loss of little finger –	
	three phalanges	4%
	two phalanges	3%
11.	Loss of metacarpus -	
	first or second (additional)	3%
	third, fourth or fifth (additional)	2%

#### Benefit 4 - Temporary Total Disablement (TTD) resulting from Accident

If the Insured Person sustains an Injury in an Accident which occurs during the Policy Period and which completely incapacitates the Insured Person from engaging in any employment or occupation of any description whatsoever which the Insured Person was capable of performing at the time of that Accident (Temporary Total Disablement), Company will pay the weekly benefit specified in the Policy Schedule for each week for which the Temporary Total Disablement continues provided that:

- i) We will not make payment for more than 100 weeks
- ii) The Temporary Total Disablement is certified in writing by a Medical Practitioner to have commenced within 30 days from the date of that Accident.

The payment under this benefit is over and above the Sum Insured of the opted Benefits under any other Benefit.

### SPECIAL EXCLUSIONS APPLICABLE TO SECTION XII

Company shall not be liable to make any payment under this Section of this Policy directly or indirectly for, caused by, based upon, arising out of or howsoever attributable to any of the exclusions below:

- i) Any Hospitalization consequent to any condition arising from or traceable to any disease of the organs of generation, malignant disease of mammary gland, pregnancy, childbirth, abortion or miscarriage or any complications and/or sequels arising from the foregoing, except where such condition arises directly as a consequence of an accident during the policy period.
- ii) Disease, Injury, death or disablement directly or indirectly due to war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other end's invasion, act of foreign enemy hostilities or civil commotion or rebellion, military, naval or air service or breach of law, hunting, steeple chasing, revolution, insurrection, mutiny, engaging in aviation other than as a passenger (fare paying or otherwise) in any licensed standard type of aircraft
- iii) Circumcision or strictures, vaccination, inoculation, sex change, beauty treatment of any description, intentional self-injury, insanity, dissipation, nervous breakdown (which expression shall cover also general debility, "run down" conditions and "general overhaul"), venereal disease,

- intemperance, use of intoxicating drugs, liquors or any diseases, Injury, death or disablement directly or indirectly due to any one or more of them
- iv) Dental treatment, eye treatment and plastic surgery unless necessitated as a consequence of an Injury
  - v) Any Injury present prior to the commencement of Policy Period, whether or not if the same has been treated, or for which medical advice, diagnosis, care or treatment has been sought before the commencement of this Policy. Any illness, complication or ailment arising out of or connected to such Injury
  - vi) Any Medical Expenses not incurred in a Hospital or Day Care Centre
  - vii) Payment of compensation in respect of death, disablement (whether of a permanent nature or of a temporary nature), Injury, disease, illness, Hospitalization of 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, or whilst mounting into, or dismounting from or travelling in any balloon or aircraft other than as a passenger (fare-paying or otherwise) in any Scheduled Airlines in the world, or engaging in any kind of adventure sports for personal gratification.  
[Standard type of aircraft means any aircraft duly licensed to carry passengers (for hire or otherwise) by appropriate authority irrespective of whether such an aircraft is privately owned or chartered or operated by a Scheduled Airline or whether such an aircraft has a single engine or multiengine;]
    - d. Directly or indirectly caused by venereal disease or insanity or mental, nervous or emotional disorder;
    - e. Arising or resulting from the Insured Person committing any breach of law with criminal intent.
  - viii) Payment of compensation in respect of death, disablement (whether of a permanent nature or of a temporary nature), Injury, disease, illness, Hospitalization of Insured Person from participation in winter sports, skydiving/parachuting, hang gliding, bungee jumping, scuba diving, mountain climbing (where ropes or guides are customarily used), riding or driving in races or rallies using a motorized vehicle or bicycle, caving or pot holing, hunting or equestrian activities, skin diving or other underwater activity, rafting or canoeing involving white water rapids, yachting or boating outside coastal waters (2 miles), participation in any Professional Sports, any bodily contact sport or any other hazardous or potentially dangerous sport for which the Insured Person is untrained, unless specifically covered under the Policy.
  - ix) Arising from ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel. For the purpose of this exclusion, combustion shall include any self sustaining process of nuclear fission or nuclear fusion
  - x) Directly or indirectly caused by or contributed by/ or arising from Nuclear weapon materials
  - xi) Death, disablement (whether of a permanent nature or of a temporary nature), Injury, disease, illness, Hospitalization of Insured Person resulting directly or indirectly arising out of, contributed to or caused by, or resulting from or in connection with any act of Nuclear, Chemical, Biological Terrorism (as defined below) regardless of any other cause or event contributing concurrently or in any other sequence to the loss
    - a. For the purpose of this exclusion "Nuclear, Chemical, Biological Terrorism" shall mean the use of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous Chemical agent and/or Biological agent during the period of this insurance by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious or ideological purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear
    - b. "Chemical" agent shall mean any compound, which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants, or material property
    - c. "Biological" agent shall mean any pathogenic (disease producing) micro organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesized toxins) which cause illness and/or death in humans, animals or plants
  - xii) All non-medical expenses.

### SECTION XIII- EMPLOYEE COMPENSATION

In consideration of the Insured named in the Schedule hereto having paid to the Company the full premium mentioned in the said Schedule and subject to the terms exceptions and conditions contained herein or endorsed hereon, that if at any time during the Period of Insurance any Employee or Employees of the Insured shall sustain Injury by accident arising out of and in the course of his employment in the Business, for which the Insured is liable to pay compensation under any Law(s) specified in the Schedule, then the Company shall indemnify

the Insured upto the Limit of Indemnity against all sums for which the Insured shall be so liable, including costs and expenses for defending any such claim incurred with the Company's consent.

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

### SPECIAL EXCLUSIONS APPLICABLE TO SECTION XIII

This Policy shall not cover liability of the Insured:

- a) For Injury caused to Employee by accident directly or indirectly caused by or arising from or in consequence of or attributable to war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, mutiny, insurrection, rebellion, revolution or military or usurped power, nuclear weapons material, ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- b) Accident occurring at any other place than the Place or Places of Employment specified in the Schedule, unless the Employee was at such other place whilst on duty for the purpose of Business and on the directions of the Insured or any of its official authorized to exercise control and supervision over the Employee.
- c) For Occupational Diseases contracted by an Employee
- d) For interest and/or penalty imposed on the Insured under any law or otherwise.
- e) Under any Law for medical expenses in connection with treatment of any Injury sustained by an Employee
- f) For persons employed in the Business under a Contractor or Sub Contractor of the Insured unless specifically covered in the Schedule
- g) For Injury sustained by person whilst in the employment of the Insured otherwise than in the Business and/or who has/ is not declared for insurance under this Policy.
- h) Assumed by agreement which would not have attached in the absence of such agreement.
  - i) For any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party.
  - j) For any accident occurring whilst the Employee is under the influence of intoxicating liquor or drugs.
- k) For any incapacity or death of an Employee resulting from his/her deliberate self-injury or the deliberate aggravation of an accidental Injury.
  - i) For Injury caused to Employee by accident directly or indirectly caused by or arising from or in consequence of or attributable to any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

### SPECIAL CONDITIONS APPLICABLE TO SECTION XIII

- 1. Safeguards:** The Insured shall take reasonable precautions to prevent accidents and disease and shall comply with all statutory obligations, manufacturer's recommendations and other safety regulations in conduct of the Business.
- 2. Claim intimation:** In the event of any occurrence which may give rise to a claim under this Policy the Insured shall as soon as possible, and in any case within a period of thirty days of such occurrence, give notice thereof to the Company in writing with full particulars. Every letter claim writ summons and process shall be notified to the Company immediately on receipt. Notice shall also be given to the Company immediately the Insured shall have knowledge of any impending prosecution inquest or fatal enquiry in connection with any such occurrence as aforesaid.  
If the Claim is not notified to the Company within thirty days from the date of loss, then the Company shall be provided the reasons for the delay in writing.  
The Company will condone such delay on merits where the delay has been proved to be for reasons beyond the Insured's control.
- 3. Company's rights after loss:** No admission offer promise or payment shall be made by or on behalf of the Insured without the consent of the Company which shall be entitled, without being obliged to do so, if it so desires to take over and conduct in his name the defence or settlement of any claim or to prosecute in his name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the

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

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

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

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

- 5. Average:** Notwithstanding anything contained hereinabove,
- i) a. If the number of Employees (whether on duty or otherwise) employed by the Insured on the date of accident is higher than the number covered under this Policy, the Company shall indemnify Insured's liability arising out of such accident, only in such proportion that the number of Employees covered bears to the Employees found employed on the date of accident.
  - b. If the amount of Wages declared for this insurance for all Employees is less than the actual Wages paid until date of accident, the Company shall be liable to indemnify on any claim only in proportion that the Wages declared bears to the Wages paid. For the purpose of this clause, the Wages declared shall be calculated proportionately for the period from commencement of Policy until date of accident for comparison with the actual wages paid during such period to determine applicability of this clause.
  - c. If the liability of the Insured for any claim by an Employee is determined on the basis of Wages higher than covered under this Policy, the Company shall be liable to indemnify only in proportion that the Wages covered under the Policy for the Employee/Employees bears to the Wages on the basis of which Insured is held liable. For the purpose of this clause, the Wages covered in respect of any Employee shall be deemed to be the average wage per Employee in the category under which the Employee falls as specified in the Schedule, unless actual Wages paid at the time of accident is substantiated by submission of documentary evidence to the Company.
  - ii) If more than one of the above clauses is found applicable in respect of a claim, only such clause under which the liability of the Company is least shall be applied.
- 6. Maintenance of record of Employees/Wages:** The Insured undertakes to maintain an accurate record of the Employees and Wages in respect of the Business throughout the Period of Insurance, in compliance with all statutory requirements or otherwise, and allow the Company to inspect such records during or upon expiry of this Policy.
- 7. Contribution:** If at the time of the happening of an accident covered by this Policy there shall be any other insurance covering the same risk in respect of the Employee whether or not effected by the Insured, then the Company shall not be liable to contribute more than its rateable proportion of the amount that would otherwise be payable under this Policy.
- 8. Forfeiture:** If the Insured shall make any claim or connive in the making of any claim, knowing the claim to be false or fraudulent, the Policy shall become void and all claims will stand forfeited.
- 9. Law and Jurisdiction:** It is hereby declared and agreed that this contract of insurance and all claims thereunder shall be governed by Indian Law and any legal proceeding in respect thereof shall be raised a competent court of India. All claims shall be paid in Indian Rupees only.

#### SECTION XIV- PUBLIC LIABILITY

In consideration of the Insured named in the Schedule hereto having paid to the Company the full premium mentioned in the said Schedule, the Company will indemnify the Insured against its legal liability (including Defence Costs) to pay Damages for third party civil Claims arising out of Bodily Injury or Property Damage caused in the course of the Business by an Accident in the Insured Premises and during the Policy Period if notified during the Policy Period in accordance with the terms of this Policy.

The Company will, subject to the Limit of Indemnity, pay all costs, fees and expenses incurred with their prior written consent in the investigation, defence or settlement of any Claim and the Insured's costs of representation at any civil inquest, inquiry, or other proceedings in respect of matters which have a direct relevance to an actual or anticipated Claim against the Insured falling within the terms of this Policy. All amounts expended by the Company in the payment of any Claim or in Defence costs will reduce the Limit of Indemnity.

#### SPECIAL EXCLUSIONS APPLICABLE TO SECTION XIV

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

1. Any agreed assumption of risk by the Insured, save to the extent that liability would have attached in the absence of such agreement.
2. Any accident arising out of the deliberate, willful or intentional non compliance with any statutory provision.
3. Any bodily injury of any person under a contract of employment or apprenticeship with the Insured, or the Insured's contractors or sub contractors, if such bodily injury was contracted and/or arose out of and in the course of his employment.
4. The Insured's consequential losses of any kind, be they by way of loss of profit, loss of opportunity, business interruption, market loss or otherwise, or any claims arising out of loss of a pure financial nature such as loss of goodwill.
5. The infringement of plans, copyrights, patents, trade names, trade marks or registered designs.
6. Libel, slander, false arrest, wrongful eviction, wrongful detention, defamation including mental injury, anguish or shock resulting there from.
7. The ownership possession or use by or on behalf of the Insured of any motor vehicle or trailer for which compulsory insurance is required by legislation other than the following:
  - 7.1. Accidents caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer;
  - 7.2. Accidents occurring beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer;
  - 7.3. Claims for damage to any bridge, Weighbridge, road or anything beneath caused by the Weight of any motor vehicle or trailer or of the load carried therein;
  - 7.4. Claims arising out of any motor vehicle or trailer temporarily in the Insured's custody or control for the purpose of parking.
8. The ownership, possession or use by or on behalf of the Insured of any watercraft, hovercraft, or air- or spacecraft.
9. The transportation of materials and/or hazardous or dangerous substances outside the Insured's Premises.
10. Damage to property belonging to third parties that is rented, leased or hired or under hire-purchase or on loan to the Insured. An indemnity shall however be provided for claims arising out of accidental damage to the Insured Premises or the Contents thereof, that are temporarily occupied by the Insured for working thereon, but only to the extent the Insured is held legally liable for the same independently of any specific agreement relating to the use of the same.
11. Damage to property belonging to third parties handled by the Insured by way of his trade or worked upon by or in the care, custody or control of the Insured or any person employed by or working for the Insured. An indemnity shall however be provided for claims arising out of damage to Employees' and visitors clothing or personal effects brought onto the Insured's Premises with the Insured's consent.
12. The deliberate, conscious or intentional disregard by the Insured's management of the need to take all reasonable steps to prevent Bodily Injury and/or Property Damage.
13. Bodily Injury and/or Property Damage occurring prior to the Retroactive Date.
14. Any liability under the Public Liability Insurance Act 1991, any amendment thereto, or any other statute or law which attaches liability on a no fault basis.
15. Pollution of any kind.
16. Any Product.
17. Any Claim made, threatened or intimated against the Insured prior to the Policy Period.
18. Any Claim directly or indirectly arising out of, or in any way involving any fact or circumstance of which written notice has been given, or ought reasonably to have been given, under any previous Policy (whether Insured by the Company or not); or of which the Insured first became aware prior to the Policy Period and which the Insured knew or ought reasonably to have known had the potential to give rise to a claim.
19. Any Claim made where the circumstances that exist are materially different to the circumstances represented by the Insured in the proposal.
20. Any Claim directly or indirectly made or arising in any respect from or in any manner connected to earthquake, tornado, typhoon, cyclone, flood or other convulsions of nature or atmospheric disturbance.

#### SPECIAL CONDITIONS APPLICABLE TO SECTION XIV

1. It is a condition precedent to the Company's liability hereunder that the Insured shall immediately and in any event 14 days give the Company written notice, to the address specified in the Schedule for this purpose, of:
  - 1.1. Any Claim made against the Insured during the Policy Period; and/or
  - 1.2. Any circumstance occurring during the Policy Period which might reasonably be expected to give rise to a Claim and any circumstance notified under this clause and any subsequent Claim arising out of the circumstance so notified shall be deemed to have been made during the Policy Period, and

- 1.3. Shall not admit liability for or settle or compromise or make or promise any payment in respect of any Claim which may be the subject of an indemnity hereunder or incur any costs or expenses in connection therewith without the prior written consent of the Company, which shall be entitled (but in no case obliged) to take over and conduct in the name of the Insured the investigation, defence and/or settlement of any Claim, for which purpose the Insured shall give all the information, documentation, records and other assistance that the Company and/or its representatives may reasonably require. Having taken over the defence of any Claim, the Company may in its sole and absolute discretion relinquish the same.
2. The Company will not settle any Claim without the consent of the Insured. If, however, the Insured refuses to consent to any settlement recommended by the Company and elects to contest or continue any legal proceedings then the liability of the Company shall not exceed the amount for which the Claim could have been so settled plus the costs and expenses incurred with its consent up to the date of such refusal.
3. In respect of any Claim, the Company may in its sole and absolute discretion make a payment to the Insured (inclusive of Defence Costs) of the amount available under the Limit of Indemnity or of any lesser amount for which the Claim may in fact be settled (whichever is the lesser) in full and final settlement of all liability of the Company to the Insured under this Policy in respect of that Claim.
4. If, in the case of continual and continuous inhalation, ingestion or application of any substance resulting from an Insured event, the Insured and the Company should disagree as to when the Bodily Injury or the Property Damage happened, then:
  - a. The Bodily Injury shall be deemed to have occurred when the claimant first consulted a qualified Medical Practitioner in respect of the same, and
  - b. The Property Damage shall be deemed to have occurred when it first became physically evident to the claimant, even if the cause itself was unknown

#### SECTION XV- DIRECTORS AND OFFICERS LIABILITY

In consideration of the payment of the premium, subject to the provisions of this policy and in reliance upon the **Proposal** which forms part of this policy, the **Insurer** and the **Policyholder** agree as follows.

##### Your Insurance Protection

This insurance, subject to its provisions, pays your covered **Money Damages** and/or **Defence Costs** if you experience any of the following problems:

Money Damages and Defence Costs

A **Claim** seeking **Money Damages**, on account of your **Management Error**, is made against you by a:

- i) **Shareholder**;
- ii) **Regulatory Agency**;
- iii) **Business partner**;
- iv) **Lender**;
- v) **Supplier**;
- vi) **Customer**; or
- vii) **Professional Advisor or Consultant**.

A **Claim** seeking **Money Damages**, on account of your **Employment Practice Error**, is made against you by an:

- i) **Employee**;
- ii) **Trade-Union** representing a specific **Employee**; or
- iii) **Employee's** estate or legal representative(s).

Defence Costs Only

You need to defend a **Claim**, on account of your **Management Error**, made against you by:

- i) A **Shareholder** not on its own behalf but derivatively to enforce its own rights and to recover loss on behalf of and for **your Company** entirely without the assistance, participation or intervention of any **Insured Person**;
- ii) An **Official Liquidator**;
- iii) A **Regulatory Agency** seeking to impose a civil or administrative fine or penalty; or
- iv) A **Regulatory Agency, Action Group** or a **Special Interest Group** seeking to **Stop or Compel Action**.

Criminal Defence Costs Only

You need to defend a criminal **Claim**, on account of your **Management Error** or **Employment Practice Error**, made against you by a:

- i) **Regulatory Agency** seeking to impose a criminal fine or penalty;
- ii) **Public Prosecutor**; or
- iii) any person with standing to bring a private prosecution.

Your Strict Liability Protection

This insurance, subject to its provisions, also pays **your** covered **Money Damages** and/or **Defence Costs** if you experience the following problem:

Strict Liability Cover

A **Claim** is made against **you** as described in "Your Insurance Protection" section above on account of **your** strict legal liability.

How we will treat those claims

Any such **Claim** shall be treated in the same manner as if it were made against a **Director** under this policy.

##### What We Will Pay

Defence Costs - **We** will pay **your Defence Costs** if a **Claim** is covered under this policy.

Money Damages - **We** will also pay **your Money Damages** for a covered **Claim** under the "Money Damages and Defense Costs" section of "Your Insurance Protection" above.

No Money Damages - **We** will only pay **your Defence Costs** for a covered **Claim** under the "Defense Costs Only" section of "Your Insurance Protection" above.

Defence Costs for Unproven Allegations - **We** will still pay **your Defence Costs** if a **Claim** is not covered under this policy because the "CONDUCT" or "POLLUTION" exclusions apply. However, solely with regard to the "CONDUCT" exclusion, we will stop paying **Defence Costs** immediately and you will be liable to pay these back if the relevant conduct did in fact occur as established by a judgement, by other final adjudication adverse to **you** or by a written admission made by **you**.

Defence Costs Recovery - **We** will reimburse **you** thirty-five percent (35%) of **your** paid **Defence Costs** if a **Claim** is not covered under this policy because the "BODILY INJURY" exclusion applies and provided that:

- i) **You** pay **your Defence Costs** personally; and
- ii) A legal determination on the merits of the **Claim** results in a finding of **no-Fault**

##### Claims

##### **When can you ask for our financial help?**

Claims Made

**You** are entitled to ask for financial benefits under this policy at the time during the **Policy Period** when a **Claim** is made against **you**, provided that:

- i) This is the first time the **Claim** has been made against **you**;
- ii) The **Claim** does not arise from facts or circumstances that are the same as or interrelated to any **Management Error** or **Employment Practice Error** made before the **Policy Period** and which previously led to **Claim(s)**; and
- iii) You neither knew nor had any reason to expect, before the start of the **Policy Period**, that the **Claim** would be made

##### **What you should do if you find out about circumstances that you think might lead to a Claim?**

Notice of Circumstances:

If, during the **Policy Period**, **you** become aware of circumstances which **you** have any reason to expect will give rise to a **Claim** and **you** promptly write to **us** detailing the reasons for expecting such a **Claim** as well as details of the people, dates and **Management Error** or **Employment Practice Error** involved, **we** will accept this as a notice of circumstances. This means that any **Claim** which is subsequently made against **you** arising out of those circumstances or any **Claim** alleging any **Management Error** or **Employment Practice Error** contained in those circumstances shall be treated by **us** as if it had been reported to **us** at the time **you** first told **us** about those circumstances.

##### **What you should do if you find out about a Claim?**

Notice and Reporting of Claims

If **you** find out about a **Claim** against **you** during the **Policy Period** or the **Discovery Period**, **you** must write to **us** to tell **us** about the **Claim** as soon as **you** reasonably can but in any event no later than the end of the **Policy Period** or **Discovery Period**, if available.

If **you** post the notice to **us**, proof of posting shall be sufficient proof that **you** gave notice to **us** on the date of posting.

Related Claims

If, during the **Policy Period** or **Discovery Period**, **you** report a **Claim** in the manner described above then **we** will treat any later **Claim**, arising out of the facts, circumstances or **Management Error** or **Employment Practice Error** alleged in that previously reported **Claim**, as if the later **Claim** had been reported to **us** at the time **you** reported the earlier **Claim**.

##### **Extra Time in which to find out about a Claim and report it to us**

Discovery Period

We will give **you** free of charge:

- i) An extra 60 days after the end of the **Policy Period** to tell **us** about a **Claim** if the **Policyholder** decides not to renew this policy; or
- ii) An extra 120 days after the end of the **Policy Period** to tell **us** about a **Claim** if **we** decide not to renew this policy.

However, **you** will not have the benefit of this extra time if:

- i) This policy is cancelled because you or your Company breached its provisions; or
- ii) **You** or **your Company** replace this policy with another policy covering, even in part, any of the risks this policy covers.

#### Definitions

<b>Action Group</b>	means any incorporated or unincorporated not-for-profit association or alignment of persons formed to promote and co-ordinate action in support of, or in protest against, a specific plan or project.
<b>Business Partner</b>	means any company other than <b>your Company</b> or any natural person other than a <b>Director</b> or an <b>Employee</b> that is engaged in a joint project or venture with <b>your Company</b> .
<b>Claim</b>	Means any written notice by a <b>Third Party</b> that they intend to hold <b>you</b> legally liable for a specifically alleged <b>Management Error</b> or <b>Employment Practice Error</b>
	<b>Practice Error</b> ; any civil proceeding or arbitration; any criminal prosecution; or, any official investigation or regulatory proceeding alleging a specific <b>Management Error</b> or <b>Employment Practice Error</b> first made against <b>you</b> during the <b>Policy Period</b> .
<b>Company or your Company</b>	Means the <b>Policyholder</b> and <b>Subsidiaries</b>
<b>Consultant</b>	Means a specialist advisor in any commercial or industrial field, retained by <b>your Company</b> under a written contract for a fee or other remuneration.
<b>Defense Costs</b>	Means reasonable and necessary fees and expenses which <b>you</b> incur with <b>our</b> prior approval in the defense, settlement, or appeal of any <b>Claim</b> against <b>you</b> . <b>Defense Costs</b> do not include <b>your Company's</b> overhead nor the cost of <b>your</b> time.
<b>Discovery Period</b>	Means the extra period of time given in accordance with the <b>Discovery Period</b> provisions during which <b>you</b> can find out about a <b>Claim</b> and report it to <b>us</b> .
<b>Director</b>	Means any natural person who is or becomes a: i) director; ii) Executive officer; or iii) Official with duties equivalent to those of the positions listed above, of <b>your Company</b> . Any of the individuals above whom <b>your Company</b> dismissed from employment or office for cause before the start of the <b>Policy Period</b> is not a <b>Director</b> in the sense of this policy.
<b>Employee</b>	Means any natural person who is or becomes a past, present or future full-time, part-time, seasonal or temporary employee under a written contract of employment with <b>your Company</b> who is not a <b>Director</b> , <b>Professional Advisor</b> , <b>Consultant</b> , independent contractor or agent.
<b>Employment Practice Error</b>	Means any actual or alleged, negligent or unintentional, wrongful act, error or omission in connection with: i) the employment; ii) the termination of an <b>Employee</b> ; or iii) the decision not to employ a prospective employee, including but not limited to any employment-related retaliation, harassment or discrimination on the basis of race, sex, religion or caste, which <b>you</b> made in <b>your</b> capacity as a <b>Director</b> .
<b>Important Change</b>	Means i) the <b>Policyholder</b> merges with or sells all or substantially all of its assets to any other natural person or entity or group of persons and/or entities acting together; ii) any person or entity or group of persons or entities acting together acquire control over the governing body of the <b>Policyholder</b> ; or iii) the receivership, bankruptcy, liquidation, administration or insolvency of the <b>Policyholder</b> .

<b>Insured Person</b>	Means <b>you</b> and any other <b>Director</b> . For the sole purpose of Your Spouse and Heirs' Insurance Protection section above, <b>Insured Person</b> also includes any <b>Director's</b> spouse or heirs.
<b>Lender</b>	Means a natural person, company or a financial institution, such as a bank or a building society, that has loaned money to <b>your Company</b> pursuant to a written agreement. <b>Lender</b> does not include any natural person, company or financial institution to the extent that they have made loans to <b>you</b> or required that any loan be guaranteed personally by <b>you</b> .
<b>Loss</b>	Means <b>Defense Costs</b> and <b>Money Damages</b> .
<b>Management Error</b>	Means any actual or alleged, negligent or unintentional, wrongful act, error or omission which <b>you</b> made in your capacity as a <b>Director</b> .
<b>Money Damages</b>	Means the amount which represents compensatory damages in an award made against <b>you</b> personally by a court or in a settlement of a <b>Claim</b> to which <b>we</b> gave <b>our</b> written consent. <b>Money Damages</b> do NOT include non-compensatory damages, the cost of compliance with an order for injunctive relief, civil or criminal fines or penalties of whatever nature, taxes, any amount for which <b>you</b> are not personally legally liable nor matters which may be considered legally uninsurable.
<b>No- Fault</b>	Means no liability or culpability except for <b>your</b> legal costs.
<b>Official Liquidator</b>	Means a Liquidator or Official Liquidator of <b>your Company</b> .
<b>Our</b>	Means belonging to or pertaining to Kotak Mahindra General Insurance Company Ltd.
<b>Policyholder</b>	Means the entity specified in the Policy Schedule.
<b>Policy Period</b>	Means the period of time from the start date to the expiry date specified in the Policy Schedule or to the effective date of cancellation of this policy if earlier.
<b>Pollutants</b>	Means but is not limited to, solid, liquid, gaseous, biological, radiological or thermal irritant, toxic or hazardous substance, or contaminant, including, but not limited to, asbestos, lead, smoke, vapour, dust, fibres, mould, spores, fungi, germs, soot, fumes, acids, alkalis, chemicals and waste. Such waste includes, but is not limited to, materials to be recycled, reconditioned or reclaimed and nuclear materials
<b>Professional Advisor</b>	Means a lawyer, accountant or auditor retained by <b>your Company</b> under a written contract for a fee or other remuneration.
<b>Proposal</b>	Means each and every signed proposal form, its attachments, and all other information submitted to <b>us</b> in connection with the underwriting of this policy or any prior policy of which this policy is a renewal or a replacement or which it succeeds in time.
<b>Regulatory Agency</b>	Means any government agency, regulatory authority, supervisory authority, local or regional authority, customs and excise or revenue authority.
<b>Shareholder</b>	Means any company or natural person that owns a share in <b>your Company</b> .
<b>Special Interest Group</b>	Means an incorporated or unincorporated not-for-profit association or alignment of persons who actively support the interests of a common cause.
<b>Stop or Compel Action</b>	Means obtain an order for injunctive relief against <b>you</b> personally.
<b>Subsidiary</b>	Means any privately-held company in which the <b>Policyholder</b> holds the sole legal right to elect, appoint, or designate the majority of its governing body. <b>Subsidiary</b> does not include any company whose securities are or were registered to trade in a public market.
<b>Third Party</b>	Means any company or natural person other than the <b>Company</b> or an <b>Insured Person</b> .
<b>Trade-Union</b>	Means a recognized, official, national or regional association of employees organized to promote and defend employees' rights.



<b>We or us</b>	Means Kotak Mahindra General Insurance Company Ltd.
<b>You</b>	Means the <b>Director</b> signing the <b>Proposal</b> and/or any natural person who meets the definition of <b>Director</b> above. For the sole purpose of Your Spouse and Heirs' Insurance Protection section above, <b>you</b> also includes any <b>Director's</b> spouse or heirs.

#### SPECIAL EXCLUSIONS APPLICABLE TO SECTION XV

**We** will not pay **you** any amounts in connection with any **claim** which is caused by or results from any actual or alleged:

Prior or prior known error

**Management error** or **employment practice error** which happened, even partially, before the **policy period** or which is one of a series of connected **management errors** or **employment practice errors** which began before the **policy period** and which **you** knew or had reason to expect might cause a **claim**;

#### Conduct

- i) Deliberately dishonest or fraudulent act or omission or any action which **you** knew, or ought reasonably to have known, was breaking the law whether or not **you** intended the consequences; or (ii) advantage or profit to which **you** were not legally entitled;

#### Pollution

- i) Or threatened presence, discharge, dispersal, release, migration or escape of **pollutants**, or (ii) direction or request to, or effort by **you** or any other person or organization to: (a) test for, monitor, clean up, remove, contain, treat, detoxify or neutralise **pollutants**, or (b) respond to or assess the effects of **pollutants**.

#### Bodily injury or Property damage

Bodily injury, sickness, disease or death of any person (except for compensatory damages for emotional distress in a **claim** for an **employment practices error**) or the damage, destruction or loss of use of tangible property;

#### Contract

Breach of any contractual obligation unless **you** would have been legally liable because you owed a duty of care even in the absence of the contract.

#### Severability of Exclusions

For the purpose of determining the applicability of any exclusions, the **Management Errors** or **Employment Practice Errors** of or knowledge possessed by any **Insured Person** shall not be imputed to any other **Insured Person**.

#### GENERAL PROVISIONS APPLICABLE TO SECTION XV

##### Misrepresentations in the Proposal

**We** can refuse to pay **you** amounts under this policy and even cancel the policy retrospectively if the information **you** or the **Policyholder** gave us in the **Proposal** was untrue or misrepresented material information.

##### Important Changes to your Company

**You** must notify **us** of any **Important Changes** as soon as possible and, in any event, no later than 30 days after such **Important Change** occurs. If an **Important Change** occurs during the **Policy Period**, this insurance will apply only to **Management Errors** and/or **Employment Practice Errors** made BEFORE that **Important Change**.

##### The maximum amount we will pay: Limit of Liability

The **Limit of Liability** specified in Item d. of the Schedule is the maximum amount **we** will pay in any **Policy Period** for all **Money Damages** and **Defence Costs** combined out of all **Claims** made against all **Insured Persons** under all insurance covers and extensions of this policy. The **Limit of Liability** for the **Discovery Period** is part of, and not in addition to, the maximum total combined limit of liability for the **Policy Period**. **Loss** arising from any **Claim** which is made after the **Policy Period** or **Discovery Period** but which we agreed to treat as if made during the **Policy Period** or **Discovery Period**, in accordance with the Notice of Circumstances or Related Claims sections above, shall also be subject to the same total combined **Limit of Liability** of that **Policy Period**. **Defence Costs** are part of the combined **Limit of Liability**.

##### Related Claims

**We** will treat **Claims** resulting from the same **Management Error** or **Employment Practice Error** or attributable to the same cause, or a series of continuous, repeated or related **Management Errors** or **Employment Practice Errors** as if they were collectively one **Claim** with a single **Limit of Liability** under this **Policy**.

##### How we will advance funds

**We** shall advance covered **Defence Costs**, subject to the provisions of this policy, until final adjudication of a **Claim**.

#### How Defense will be conducted

**You** may defend any **Claim** made against **you** unless **we** inform **you** in writing at any time that **we** shall conduct the defence and settlement of the **Claim**.

#### Subrogation

If **we** make any payment under this policy, **we** shall be subrogated to the extent of such payment to all of **your** rights of recovery to the extent of such payments against any person or company and **you** shall do everything necessary to secure and protect those rights. **You** agree to co-operate with and assist **us**.

However, neither **we** nor **you** will exercise **our** rights of subrogation against an **Employee** of **your Company** unless **our** payment has been caused by their fraud or dishonesty.

Any money **we** recover shall be applied in the following order:

- i) First, **we** shall be reimbursed the amount of any payment **we** have made under this policy;
- ii) Then, **we** shall be reimbursed the costs and expenses **we** incurred in pursuing the recovery;
- iii) Finally, to the extent recovered funds remain, **you** shall be reimbursed in respect of **your** losses.

#### Other Insurance and Indemnification

Unless otherwise required by law, **we** will only pay **Loss** under this policy to the extent that it exceeds insurance cover available from any other valid and collectible insurance and/or indemnification or contribution which **your Company** can make to the fullest extent not prohibited by law or insolvency.

#### Notice and Authority

The **Policyholder** shall designate in the Schedule who shall act on behalf of all **Insured Persons** under this policy with respect to the giving and receiving notice under this policy, including the giving of notice of **Claim**, the payment of premiums due under this policy, the receipt and acceptance of any endorsements issued to form a part of this policy and the exercising or declining to exercise any right to a **Discovery Period**.

#### Assignment

This policy and any rights arising under it cannot be assigned without **our** written consent.

#### Jurisdiction

This policy applies to **Management Errors** or **Employment Practice Errors** occurring anywhere in the world subject to its provisions and provided that the **Claim** is brought in India and determined according to Indian law. This policy will not respond to the actual or attempted enforcement against an **Insured Person** of a judgement or award or any other order obtained outside of India whether or not such judgement or award or any other order is subsequently deemed enforceable by a Court in India.

#### Cancellation

**We** may not cancel this policy except for breach of contract by **you** or the **Policyholder**. The **Policyholder** may cancel this policy by giving **us** 30 days written notice in which event **we** will retain premium at the customary short period scale, provided that there has been no **Claim** under the policy during the **Policy Period** in which case no refund of premium shall be allowed. The refund of any unearned premium does not affect the effectiveness of cancellation but **we** shall make the refund as soon as practicable.

#### Plurals and Titles

The titles of these paragraphs are for convenience only and do not lend any meaning to this contract. In this policy words in bold have special meaning and are defined. Other words have their usual meaning.

#### GENERAL EXCLUSIONS (Applicable to all Sections in addition to the Special Exclusions stated for any Individual Section)

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

1. The Deductible, as stated in the Schedule, to be borne by Insured for each and every claim.
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. In any action suit or other proceedings where the Company alleges that by reason of the above provisions any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered, shall be upon the Insured.
4. The Insured's consequential losses of any kind, be they by way of loss of profit, loss of opportunity, business interruption, market loss or otherwise, or any claims arising out of loss of a pure financial nature such as loss of goodwill.

5. Liability more specifically insured elsewhere.
6. Any circumstance, fact or matter of which the Insured was or ought reasonably to have been aware prior to the commencement of the Policy Period.
7. Loss, destruction or damage directly or indirectly caused to the property insured by ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
8. Loss, destruction or damage directly or indirectly caused to the property insured by the radioactive toxic, explosives or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
9. Asbestosis or in any manner related to or arising out of the sale, manufacture, production, distribution or the like of asbestos.
10. Libel, slander, false arrest, wrongful eviction, wrongful detention, defamation including mental injury, anguish or shock resulting therefrom.
11. Loss, destruction or damage caused to the insured property by pollution or contamination excluding;
  - I. Pollution or contamination which itself results from a peril hereby insured against.
  - II. Any peril hereby insured against which itself results from pollution or contamination
12. Loss or damage and/or liability caused by or arising out of the wilful act or wilful neglect or gross negligence of the Insured or his authorised representatives.
13. Terrorism Damage Exclusion Warranty:

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

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

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

#### **GENERAL CONDITIONS (Applicable to all Section in addition to the Conditions stated for any Individual Section)**

1. **DUTY OF DISCLOSURE:** This Policy shall be void and all premiums paid hereon shall be forfeited to the Company in the event of misrepresentation, mis-description or nondisclosure of any material fact.
2. **REASONABLE CARE:** The Insured shall take all reasonable care to safeguard the property insured against accident, loss or damage. The Insured shall at his own expense take all reasonable precautions and comply with all reasonable recommendations of the Company to prevent loss, damage or liability and comply with statutory requirements and manufacturers recommendations. In the event of any accident or any incidence giving rise to a loss, the Insured property shall not be left unattended and without proper precautions being taken to prevent further damage or loss.
3. All payments made in discharge of obligations under the Policy would be in Indian Rupees only, unless specifically agreed otherwise.
4. Representatives of the Company shall at any reasonable time have the right to inspect and examine the risk and the Insured shall provide the representatives of the Company with all details and information necessary for the assessment of the risk.
5. The Insured shall immediately notify the Company by facsimile/E-mail or in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require to ensure safe operation of the insured properties and the scope of cover and/or premium shall, if necessary, be adjusted accordingly. No material alteration shall be made or admitted by the Insured whereby the risk is increased unless the continuance of the insurance be confirmed in writing by the Company.
6. 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. The payment by the Company to the Insured or his/her nominee or legal heirs of any compensation or benefit under the Policy shall in all cases be an effectual discharge to the Company and 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.

8. 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. **CLAIMS PROCEDURE:** Upon the happening of any event giving rise or likely to give rise to a claim under this Policy the Insured shall :
  - a) Give immediate notice thereof in writing to the nearest office with a copy to the Policy issuing office of the Company;
  - b) Lodge complaint with the Police for offence(s) against property insured, if any committed;
  - c) Take all steps within his power to minimise the extent of loss or damage;
  - d) Preserve the parts affected and make them available for inspection by a representative or surveyor of the Company;
  - e) Deliver to the Company a detailed statement in writing regarding the loss or damage with an estimate of the intrinsic value of the property lost or the amount of damage caused to the property, as the case may be, within the date (as specified in Condition of each relevant Section of this Policy) and wherever the same is not specified then 14 Days of discovery of an event causing loss or damage to the property insured ;
  - f) Tender to the Company all reasonable information, assistance and proof in connection with any claim.
10. **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, not more than the sum insure thereon.
11. If in any case the Company shall be unable to reinstate or repair the insured property/item, because of any law or other regulations in force affecting insured property or otherwise, the Company shall, in every such case, only be liable to pay such sum as would be requisite under this Policy.
12. **AVERAGE:** If the property hereby 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. Every item if more than one of the Policy shall be separately subject to this Condition.
13. **CONTRIBUTION:** If at the time of happening of any loss or damage covered by this Policy there be any other insurance of any nature whatsoever covering the same loss, damage or liability, whether effected by the Insured or not, then the Company shall not be liable to pay or contribute more than its ratable proportion of any loss or damage. However this condition will not be applicable to the Personal Accident Cover.
14. **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, deeds 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, deeds and things shall be or become necessary or required before or after the Insured's indemnification by the Company. However this condition will not be applicable to the Personal Accident Cover.
15. **FRAUD:** If any claim under this Policy is in any respect fraudulent or if any false declaration is made or used in support thereof 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.
16. **LIMITATION OF LIABILITY:** If a Claim is rejected or partially settled under the terms of the Policy and is not the subject of a pending suit or other proceedings within the applicable period specified under the Limitation Act 1963 (as amended and any other applicable law), the Claim shall be deemed to have been closed and Company's liability in respect of it shall be extinguished.
17. **CANCELLATION:** The Company may cancel the Policy on grounds of mis-representation, fraud, non-disclosure or non-cooperation by the Insured, giving 15 days' notice to the Insured for the cancellation and there would be no refund of premium.  
The Insured may also give 15 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 here below), provided no claim has occurred up to the date of cancellation of this Policy.

The Short period scale is as follows:

Period of Risk		Premium to be retained
For a period not exceeding	1 month	20% of the Annual Premium
For a period not exceeding	2 months	30% of the Annual Premium
For a period not exceeding	3 months	40% of the Annual Premium
For a period not exceeding	4 months	50% of the Annual Premium
For a period not exceeding	5 months	60% of the Annual Premium
For a period not exceeding	6 months	70% of the Annual Premium
For a period not exceeding	7 months	80% of the Annual Premium
For a period not exceeding	8 months	90% of the Annual Premium
For a period exceeding	8 months	The full Annual Premium

- 18. ARBITRATION:** If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties thereto or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
19. This policy shall be governed by the laws of India and is subject to the exclusive jurisdiction of the courts of India.
- 20. 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.
- 21. 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.
- 22. INTERPRETATION:** This Policy and the Schedule shall be read together and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such meaning wherever it may appear.

- 23. RENEWAL NOTICE:** This Policy will automatically terminate at the end of the period of Insurance stated in the schedule. The Company shall not be bound to accept any renewal premium nor to give notice that such is due.
- 24. CLAIM SETTLEMENT:** The Company will settle the claim under this policy within 30 days from the date of receipt of necessary documents required for assessing the claim. In the event that the Company decides to reject a claim made under this policy, the Company shall do so within a period of thirty days of the survey report or the additional survey report, as the case may be, in accordance with the provisions of Protection of Policyholders' Interest Regulations 2002.
- 25. GEOGRAPHICAL SCOPE:** The geographical scope of coverage for this policy will be restricted to the territorial limits of India unless specified otherwise in the Schedule. The geographic scope for Personal Accident Cover will be on a worldwide basis.
- 26. GRIEVANCE:** For resolution of any query or grievance, Insured may contact the respective branch office of the Company or may call toll free number 1800 266 4545 or may write an e- mail at care@kotak.com. In case the Insured is not satisfied with the response, Insured may contact the Grievance Officer of the Company at grievanceofficer@kotak.com. In case if the Insured is not satisfied with the solution the Grievance Officer has provided, Insured can write to seniorgrievanceofficer@kotak.com/ chiefgrievanceofficer@kotak.com. However, if the resolution provided by us is not satisfactory you may approach Insurance Regulatory and Development Authority of India (IRDAI) through the Integrated Grievance Management Section (IGMS) or IRDA Grievance Call Centre (IGCC) at their toll free no. 155255. You may also approach Insurance Ombudsman, subject to vested jurisdiction, for the redressal of grievance. The details of the Insurance Ombudsman is available at Annexure I. The details of the Insurance Ombudsman/ complete Grievance Redressal Process is also available at Company's website: www.kotakgeneralinsurance.com The updated details of Insurance Ombudsman offices are also available on the website of Executive Council of Insurers: www.ecoi.co.in/ombudsman.html.

**Annexure I: Details of Insurance Ombudsman**

Office Details	Jurisdiction of Office Union Territory, District
<b>Ahmedabad:</b> Office of the Insurance Ombudsman, 6th Floor, Jeevan Prakash Bldg, Tilak Marg, Relief Road, Ahmedabad - 380001. Tel nos: 079-25501201/02/05/06. email: bimalokpal.ahmedabad@ecoi.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
<b>Bengaluru:</b> Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Gr. Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049. Email: bimalokpal.bengaluru@ecoi.co.in	Karnataka.
<b>Bhopal:</b> Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel, Near New Market, BHOPAL(M.P.)-462 003.Tel.:- 0755-2769201 / 2769202, Fax : 0755-2769203. Email: bimalokpal.bhopal@ecoi.co.in	Madhya Pradesh and Chattisgarh.
<b>Bhubneshwar:</b> Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461/2596455, Fax: 0674 - 2596429, Email: bimalokpal.bhubaneswar@ecoi.co.in	Orissa.
<b>Chandigarh:</b> Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468, Fax: 0172 - 2708274, Email: bimalokpal.chandigarh@ecoi.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh.
<b>Chennai:</b> Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, Chennai – 600 018. Tel.: 044 - 24333668 / 24335284, Fax: 044 - 24333664, Email: bimalokpal.chennai@ecoi.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).
<b>New Delhi:</b> 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@ecoi.co.in	Delhi.
<b>Guwahati:</b> 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@ecoi.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
<b>Hyderabad:</b> Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 65504123 / 23312122, Fax: 040 - 23376599. Email: bimalokpal.hyderabad@ecoi.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.
<b>Jaipur:</b> Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363, Email: bimalokpal.jaipur@ecoi.co.in	Rajasthan.
<b>Ernakulam:</b> Office of the Insurance Ombudsman, 2nd floor, Pulinat Building, Opp. Cochin Shipyard, M.G. Road, Ernakulam - 682 015. Tel.:- 0484-2358759 / 2359338, Fax:- 0484-2359336, Email: bimalokpal.ernakulam@ecoi.co.in	Kerala, Lakshadweep, Mahe-a part of Pondicherry.
<b>Kolkata:</b> 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@ecoi.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
<b>Lucknow:</b> Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331, Fax: 0522 - 2231310. Email: bimalokpal.lucknow@ecoi.co.in	Districts of Uttar Pradesh: Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
<b>Mumbai:</b> 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@ecoi.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
<b>Noida:</b> Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector-15, Distt: Gautam Buddh Nagar, Noida, U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253. Email:- bimalokpal.noida@ecoi.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanoj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
<b>Patna:</b> Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna - 800 006. Tel.: 0612-2680952. Email:- bimalokpal.patna@ecoi.co.in	Bihar and Jharkhand.
<b>Pune:</b> Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020 - 41312555. Email: bimalokpal.pune@ecoi.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.