Bajaj General Insurance Limited
(Formerly known as Bajaj Allianz General Insurance Co. Ltd.)
Bajaj Insurance House, Airport Road, Yerawada, Pune - 411006. IRDAI Reg No.: 113.
CIN: U66010PN2000PLC015329 | UIN: IRDAN113CP0004V01202122
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CARINGLY YOURS

POLICY WORDING

COMMERCIAL PACKAGE POLICY – LAGHU UDYAM SURAKSHA

Whereas the **Insured** has made to Bajaj General Insurance Limited. (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 1 - STANDARD FIRE AND SPECIAL PERILS COVER

COVERAGE

Note: Coverage under this section shall be as per **Bajaj General Insurance Limited Bharat Laghu Udyam Suraksha Policy** annexure attached.

Notwithstanding what is mentioned in these Policy Wordings, for the purposes of this Section 1, in case of contradiction of these Policy Wordings with the provisions of **Bajaj General Insurance Limited Bharat Laghu Udyam Suraksha Policy** Wordings annexed hereto, then the **Bajaj General Insurance Limited Bharat Laghu Udyam Suraksha Policy** Wordings annexed hereto shall prevail over these Policy Wordings.

SECTION 2 - BURGLARY AND ROBBERY COVER

COVERAGE

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** and/or theft (applicable only if specifically declared and insured if shown as such on the **Schedule**) 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 CONDITIONS APPLICABLE TO SECTION 2

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, 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.

SPECIAL EXCLUSIONS APPLICABLE TO SECTION 2

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:

a. **Deductible:** 5% of the claim amount subject to a minimum of Rs. 5,000 for each and every claim.

b. 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.

c. 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.

d. 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.

e. 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.**

f. loss of or damage to livestock, motor vehicles, trucks, trailers and pedal cycles.

g. loss or damage when the **Insured Premises** is left unoccupied for a consecutive period of seven days.

h. Loss or damage due to theft.

SECTION 3 - MONEY INSURANCE COVER

(This Section is operative only if shown as such in the **Schedule**)

COVERAGE

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 CONDITIONS APPLICABLE TO SECTION 3

1. It is a condition precedent to the **Company's** liability hereunder that the **Insur**ed 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 provides 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.**

SPECIAL EXCLUSIONS APPLICABLE TO SECTION 3

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 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 his **Employe**e 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 from its occurrence.
11. shortage due to error or omission or not identifiable with a specific event.
12. loss occurring on the **Insured Premises** after business hours, unless the **Money** is contained in a **Safe or Strong Room.**
13. 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 **Robber**y.
14. loss or damage when the **Insured premises** are left unoccupied for a consecutive period of seven days.

SECTION 4 - PLATE GLASS COVER

(This Section is operative only if shown as such in the **Schedule**)

COVERAGE

The Comp**any** will indemnify the **Insure**d in respect of:

a. any **Accidenta**l 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 of Rs.5,000/- for each and every claim.

SPECIAL CONDITIONS APPLICABLE TO SECTION 4

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** as 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.

SPECIAL EXCLUSIONS APPLICABLE TO SECTION 4

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. **Deductible:** 1% of the respective **Plate Glass Sum Insured** subject to a minimum of Rs. 2,500/- for each and every claim.
2. Any loss or damage that could have been insured against under a fire policy.
3. Cracked, scratched, or imperfect **Plate Glass.**
4. Any loss or damage caused wilfully or knowingly by the **Insured** or his **Employees,** or any loss or damage in which the **Insured** or any person acting on his behalf is involved or implicated.
5. Any **Plate Glass** other than **Plate Glass** of plain and ordinary glazing quality, unless specifically stated otherwise in the **Schedule.**
6. 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.
7. During the course of any alteration, removal or repair to the **Plate Glass**

SECTION 5 - MACHINERY BREAKDOWN COVER

(This Section is operative only if shown as such in the **Schedule**)

COVERAGE

NOW THIS POLICY OF INSURANCE WITNESSETH that 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 **Schedule** 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 **Policy Period** the Sum Insured set against such in the attached **Schedule,** unless the **Sum Insured** under such item is reinstated after occurrence of a claim for balance period.

SPECIAL EXCLUSIONS APPLICABLE TO SECTION 5

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. 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 there from.

   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. Loss damage and/or liability caused by or arising from or in consequence, directly of -

   i. War, Invasion, Act of Foreign Enemy, Hostilities or war like operations (Whether war be declared or not), Civil War, Rebellion, Revolution, Insurrection, Mutiny, Riot, Strike, Lockout and Malicious Damage, Civil

Commotion, Military or Usurped Power, Martial Law, Conspiracy, Confiscation, Commandeering by a group of malicious persons or persons acting on behalf of or in connection with any political organisation, Requisition or Destruction or damage by order of any Government de-jure or de facto or by any Public, Municipal or Local Authority.

ii. Nuclear reaction, nuclear radiation or radioactive contamination.

3. **Accident,** loss, damage/and/or liability resulting from over load experiments or tests requiring the imposition of abnormal conditions.

4. 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.

5. Deterioration of or wearing away or wearing out any part of any machine caused by or naturally resulting from normal use or exposure.

6. Loss, damage and/or liability caused by or arising out of the willful act to willful neglect or gross negligence of the **Insured** or his responsible representatives.

7. Liability assumed by the **Insured** by agreement unless such liability would have attached to the Insured notwithstanding such agreement.

8. 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.**

9. Loss of use of the Insured s plant or property or any other consequential loss incurred by the **Insured.**

10. Loss, damage, and/or liability due to explosions in Chemical Recovery Boilers, other than pressure explosions for e.g. smelt, chemical, ignition, explosions etc.

11. The **Deductible,** 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 **Deductible** applicable to any one such item.

12. 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.

13. Loss or damage for which the manufacturer or supplier or repairer of the property is responsible either by law or contract.

SPECIAL PROVISIONS APPLICABLE TO SECTION 5

1. Sum Insured

It is the 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 and customs duties, if any, and erection costs.

2. Basis of Indemnity

a. In cases where damage to an insured item can be repaired, the **Company** will pay expense 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 Com**pany** 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 for (i) wear and tear parts and (ii) parts for which manufacturers have specified a fixed life for use and the like but the value of any salvage will be taken into account. If the cost of repairs as detailed here in above equals or exceeds the actual value of the machinery insured immediately before the occurrence of the damage the settlement shall be made on the basis provided for in (b) below.

b. In cases where an insured item is destroyed, the **Company** will pay the actual depreciated 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 maker's drawings, patterns and for 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 **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 as per Provision 1 here in above, 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 the necessary bills and documents that the repairs have been affected 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'.

3. Inspection of Turbines and Turbo generators

All Mechanical and Electrical parts of any steam turbine, gas turbine or generator upto 30,000 KW shall be inspected and overhauled thoroughly 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.

If the **Insured** fails to comply with the requirements of his condition, the **Company** shall be free from all liability for loss or damage caused by any circumstances, whatsoever.

The Insured may apply for an extension of the period between any two regular inspections, and such extension may be considered if in the opinion of the **Compan**y the risk is not aggravated thereby.

4. 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 Offices 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.

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 notifies 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. takes all reasonable steps within his power to minimise the extent of the loss or damage.

c. preserves the damaged or defective parts and make them available for inspection by an official or

d. surveyor of the Company.

e. furnishes 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 Rs. 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.

6. Position after 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.

7. 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.

SECTION 6 - NEON SIGN COVER

(This Section is operative only if shown as such in the **Schedule**)

COVERAGE

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 PROVISIONS APPLICABLE TO SECTION 6

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.

SPECIAL EXCLUSIONS APPLICABLE TO SECTION 6

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. Deductible: 5% of the claim amount subject to a minimum of Rs. 2,500/- for each and every claim.

2. any fault or defect of which the **Insured** was or ought reasonably to have been aware at the commencement of the **Policy Period,** regardless of whether such was or should have been known to the **Company.**
3. loss or damage for which the manufacturer or supplier is responsible.
4. loss or damage due to or consequent upon wear and tear, gradual deterioration, atmospheric or climatic conditions, rust, corrosion, moth, vermin or insect.
5. any costs incurred in connection with maintenance, including parts replaced in the course of such maintenance operations.
6. any costs incurred in connection with the elimination of functional failures unless such failures were caused by an indemnifiable event hereunder.
7. 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.
8. loss of or damage caused by sun, rain, hail, or climatic or atmospheric conditions.
9. loss, damage or deterioration occasioned by any process of cleaning, retaining, restoring or removing.
10. damage caused by mechanical and/or electrical derangement.
11. loss, damage or destruction under orders from any Public Authority.
12. loss by theft of individual parts of the neon sign and/or glow sign.
13. 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.**

SECTION 7- ELECTRONIC EQUIPMENTS INSURANCE COVER

(This Section is operative only if shown as such in the **Schedule**)

COVERAGE

NOW THIS **POLICY** OF INSURANCE WITNESSETH that subject to and/or in consideration of the Insured having paid to the Company the premium mentioned in the **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 Compa**ny** for any item of the insured property shall not exceed in aggregate in any one **Policy Period** 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.

GENERAL EXCLUSIONS APPLICABLE TO SECTION 7

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

1. War, Invasion, Act of Foreign Enemy, Hostilities or War Like operations (whether war be declared or not), Civil War, Rebellion Revolution, Insurrection, Mutiny, Civil Commotion, Confiscation, Commandeering a Group of Malicious persons or persons acting on behalf of or in connection with any political organisation, requisition or destruction or damage by order of any government de-jure or de-facto or any public, municipal or local authority.
2. Nuclear reaction, Nuclear radiation or Radioactive contamination.
3. Wilful act or wilful negligence of the **Insured** or his representative.
4. Cessation of work whether total or partial.
5. 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.
6. Derangement of the insured property not accompanied by damage otherwise covered by this **Policy.**

7. Loss of or damage to the property covered under this Policy falling under the terms of the Maintenance Agreement.
8. Loss destruction or damage directly occasioned by pressure wave caused by aircraft and other aerial devices travelling at Sonic or Supersonic speeds.

GENERAL CONDITIONS APPLICABLE TO SECTION 7

1. As given below:

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.

B) The **Insured** shall immediately notify the Company by telegram and 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 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.**

2. 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 Insur**ed** may carry out the repair or replacement of any minor damage not exceeding Rs. 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.

SECTION 7 (A) - EQUIPMENTS

SCOPE OF COVER
The **Company** hereby agrees with the **Insured** (subject to the exclusions and conditions contained herein or endorsed hereon) that if at any time during the **Policy Period** 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,** 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) upto 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 EXCLUSIOS APPLICABLE TO SECTION 7(A)
The **Company** shall not, however, be liable for

1. The **Deductible** 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 **Deductible** applicable to such items.
2. 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.
3. Loss or damage as a direct consequence of the continual influence of operation (e.g. wear and tear, cavitation, erosion, corrosion, incrustation) or of gradual deterioration due to atmospheric conditions.
4. 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.
5. 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.
6. Loss or damage for which the manufacturer or supplier of the insured items is responsible either by law or under contract.
7. 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.
8. Consequential loss or liability of any kind or description.
9. 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).
10. Aesthetic defects, such as scratches on painted polished or enamelled surfaces.
    In respect of the parts mentioned under 9) and 10) above, the **Company** shall be liable to provide compensation in the event that such parts are affected by an indemnifiable loss or damage to the insured items.

PROVISIONS APPLYING TO SECTION 7 (A)

1. 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, of the same make, 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'.

2. 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 depreciated 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 maker's 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 case 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, high capacity - will be reimbursed.
If the **Sum Insured** is less than the amount required to be insured as per Provision-1 herein above, 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 affected 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 7 (B) - EXTERNAL DATA MEDIA

SCOPE OF COVER
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 7(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 **Policy Period** 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 7(B) only to be granted if backup system is available.

SPECIAL EXCLUSIONS APPLICABLE TO SECTION 7(B)
The Compa**ny** shall, however, not be liable for:

1. The **Deductible** stated in the **Schedule** to be borne by the **Insured** in any one occurrence.
2. Any costs arising from false programming, punching, labelling or inserting, inadvertent cancelling of information or discarding of data media, and from loss of information caused by magnetic fields.
3. Consequential loss of any kind or description whatsoever.

PROVISIONS APPLYING TO SECTION 7(B)

Memo 1. 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.

Memo 2. 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 **Policy Period** by the amount of indemnity paid, unless the **Sum Insured** is reinstated.

SECTION 7 (C) - INCREASED COST OF WORKING

Notwithstanding Special Exclusion (1) under Section 7(A) of this **Policy**, the **Company** hereby agrees to indemnify the **Insured** upto 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 **Policy Period** to property insured under the Material Damage Section of this **Policy.**

SPECIAL EXCLUSIONS APPLICABLE TO SECTION 7(C)

The Company shall not be liable for

1. Costs incurred for use of substitute equipment during the Time Excess stated in the **Schedule.**
2. Costs for replacement of data media, data and regeneration of data.
3. 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.
4. Any other consequential loss such as loss of market or interest.

PROVISIONS APPLYING TO SECTION 7(C)

Memo 1. 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.

Memo 2. 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 **Policy Period.**
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 **Policy Period** by an amount of indemnity paid unless reinstated by payment of an additional premium prescribed by the **Company.**

Memo 3. 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 equipment, 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 8 - FIDELITY GUARANTEE COVER

(This Section is operative only if shown as such in the **Schedule**)

COVERAGE

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:

a. such loss is committed during the course of the **Business**, and

b. such loss is committed by the **Employee** with the primary intention to obtain personal financial gain, and

c. such loss is first discovered during the **Policy Period,** and

d. the **Company's** liability to indemnify is subject to the **Deductible**, the **Employee Sum Insured** and the **Limit of Indemnity.**

SPECIAL CONDITIONS APPLICABLE TO SECTION 8

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, and

   b. takes all reasonable steps to minimize the quantum of any claim that may be made and/or any further loss that might arise, and

   c. immediately lodges a complaint with the police detailing the loss in respect of which the **Insured** intends to claim, and provide a copy of that written complaint, the First Information Report and/or Final Report to the **Company,** and

   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, and

   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, travellers' cheques, negotiable instruments, bearer bonds or coupons, stamps, cheques, bank or currency notes or similar instruments on the day upon which the loss is discovered.

6. The insurance provided by this **Policy** shall be deemed cancelled in respect of any **Employee:**
   i. 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;
   ii. immediately upon the **Company** and/or the **Insured** giving written notice of the same.

SPECIAL EXCLUSIONS APPLICABLE TO SECTION 8
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 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.
2. any legal liability of any kind.
3. any fraudulent or dishonest act of an **Employee** not discovered within 12 months (subject to condition 2) of the date upon which such **Employee** ceased to be an employee of the **Insured** for any reason.
4. any expenses incurred by the **Insured** in establishing the existence of or quantification of any fact or matter giving rise to a claim under this **Policy.**
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. The **Company** is not liable for and no indemnity will be provided in respect of any loss arising in circumstances where:
   i. the Insured carries on any business other than the **Business,** and/or
   ii. there is any material change in the facts and matters stated in the **Insured's** proposal, and/or
   iii. the duties or terms of service of **Employees** differ from those described in the proposal, and/or
   iv. the precautions and checks for ensuring the accuracy of the **Insured's** accounts and stocks are not as described in the **Insured's** proposal.

SECTION 9 - GROUP PERSONAL ACCIDENT COVER

(This Section is operative only if shown as such in the **Schedule**)

COVERAGE
The liability of the **Company** to make payment for one or more of the events described at 1) to 4) below is limited to the total Sum Insured of the **Insured Person(s)** for whom the claim has been preferred, except as the Company has agreed at 2).

The **Insured** hereby agrees that the **Company** shall deduct from any amount which the **Company** has to pay under 1) to 4) any amount the Company has already paid under any of 1) to 4), so that total payments of the **Company** do not exceed the total Sum Insured of the **Insured Person(s)** for whom the claim has been preferred. However, if the **Company** becomes liable to make payment under 1) or 2), then this insurance will cease as far as the **Insured Person(s)** for whom the claim has been preferred is concerned.

1) Death (Applicable only if opted by the Insured and shown on the Schedule)
The **Company** will pay to the **Insured/ Nominee** 100% of the Sum Insured shown under the **Schedule** headings Basic, Wider and Comprehensive if the **Insured Person(s)** meets with **Accidental Bodily Injury during** the **Policy Period** that causes his death within 12 months.

2) Permanent Total Disability (Applicable only if opted by the Insured and shown on the Schedule)
The **Company** will pay to the **Insured Person(s)** 125% of the **Sum Insured** shown under the **Schedule** headings Wider and Comprehensive if the **Insured Person(s)** meets with **Accidental Bodily Injury** during the **Policy Period** that causes **Permanent Total Disability** within 12 months.

3) Permanent Partial Disability (Applicable only if opted by the Insured and shown on the Schedule)
If the **Insured Person(s)** meets with **Accidental Bodily Injury** during the **Policy Period** that causes **Permanent Partial Disability** within 12 months, the **Company** will pay the percentage shown in the table

below applied to the **Sum Insured** shown under the **Schedule** headings Wider and Comprehensive of the **Insured Person(s).**

PPD Table

Nature of Disability	Amount Payable
An arm at the shoulder joint	70%
An arm above the elbow joint	65%
An arm beneath the elbow joint	60%
A hand at the wrist	55%
A thumb	20%
An index finger	10%
Any other finger	5%
A leg above mid-thigh	70%
A leg up to mid-thigh	60%
A leg up to beneath the knee	50%
A leg up to mid-calf	45%
A foot at the ankle	40%
A large toe	5%
Any other toe	2%
An eye	50%
Hearing of one ear	30%
Hearing of both ears	75%
Sense of smell	10%
Sense of taste	5%

a) If the **Permanent Partial Disability** is not listed in the table, then the **Company** will pay a proportion of the **Sum Insured** shown under the **Schedule** headings Wider and Comprehensive. The **Insured/Insured Person(s)** agree that the amount payable by the **Company** will be decided by the concerned Government Medical Authority according to the degree to which the normal functional physical capacity of the **Insured Person(s)** has been impaired permanently.

b) If the **Insured Person(s)** was already suffering from **Permanent Partial Disability** before the date the **Insured Person(s)** met with **Accidental Bodily Injury,** then the amount the **Company** will pay will be reduced by that extent.
The **Insured/Insured Person(s)** agree that the reduction will be decided by the concerned Government Medical Authority according to the degree of **Permanent Partial Disability** from which the **Insured Person(s)** was already suffering.

c) If the **Accidental Bodily Injury** sustained by the **Insured Person(s)** causes a subsequent claim by the **Insured Person(s)** under 1) or 2), then this Cover shall not be operative and the amounts payable under either 1) or 2) shall be reduced by the amount of any payment made under this Cover.

4) Temporary Total Disability (Applicable only if opted by the Insured and shown on the Schedule)
If the **Insured Person(s)** suffers **Accidental Bodily Injury** during the **Policy Period** which completely prevents the Insured Person(s) from engaging in his/her occupation, then the **Company** will make a weekly payment of the lower of 1% of the **Sum Insured** shown under the **Schedule** heading Comprehensive and Rs. 5,000/-.
The Company will make the first payment when the **Insured Person(s)** satisfies the Company that Accidental Bodily Injury has completely prevented the **Insured Person(s)** from engaging in his/her occupation.
The Company will stop making payments when the Company is satisfied that the **Insured Person(s)** can engage in his/her occupation again, or when the **Company** has made payments for a maximum period of 100 weeks from the date the Insured Person(s) met with the **Accidental Bodily Injury**, whichever is earlier.

5) Additional Insurance

a) Transportation
If the **Company** has accepted a claim under 1) for death of the **Insured Person(s),** then the **Company** will pay towards the actual cost of transportation of the remains of the **Insured Person(s)** from the place of death to a hospital, residence, cremation ground or burial ground. The amount which the **Company** will pay will be limited to the lower of Rs. 5000/- and 2% of the **Sum Insured** shown under the **Schedule** headings Basic, Wider and Comprehensive for the **Insured Person(s).**

b) Children's Education Benefits
If the **Company** has accepted a claim under either 1) or 2), then the **Company** will make a onetime payment of Rs. 5,000/- each towards the cost of education of upto 2 of the dependent children of the **Insured Person(s)** who were under the age of 19 at the date the **Insured Person(s)** met with **Accidental Bodily Injury.**

c) Hospital Confinement Allowance (Applicable only if opted by the Insured and shown on the Schedule)
If the **Company** has accepted a claim under 1) to 4), then the **Company** will pay Rs. 1,000/- for each complete calendar day that the **Insured Person(s)** had to be hospitalised for medical reasons because of the Accidental Bodily Injury he/she met with. However, the amount which the **Company** will pay will be limited to Rs. 30,000/-during the **Policy Period** even if there is more than one claim for the **Insured Person(s).**

d) Medical Expenses Reimbursement (Applicable only if opted by the Insured and shown on the Schedule)
If the **Company** has accepted a claim under 1) to 4), then the **Company** will reimburse the costs of necessary medical treatment the **Insured Person(s)** had to obtain from a **Doctor/ Medical Practitioner** because of the **Accidental Bodily Injury the Insured Person(s)** met with. However, **Company's** payment will be limited to 40% of the value of the claim which the **Company** has accepted under 1) to 4) or Rs. 500,000/, whichever is lower.

SPECIAL CONDITIONS APPLICABLE TO SECTION 9

1) Conditions Precedent
Where this Policy requires the **Insured/Insured Person(s)** to do or not to do something, then the complete satisfaction of that requirement by the **Insured/Insured Person(s)** or someone claiming on behalf is a precondition to any obligation the **Company** has under this **Policy.** If the **Insured/Insured Person(s)** or someone claiming on behalf fails to completely satisfy that requirement, then the **Company** may refuse to consider the claim.

2) Making a Claim
If any **Insured Person(s)** meets with any **Accidental Bodily Injury** that may result in a claim, then as a condition precedent to the **Company's** liability:

a. **Insured/Insured Person(s)** or someone claiming on behalf must inform the **Company** in writing immediately and in any event within 14 days.

b. The Insured Person**(s)** must immediately consult a **Doctor/ Medical Practitioner** and follow the advice and treatment that he recommends.

c. The **Insured Person(s)** must take reasonable steps to lessen the consequence of **Accidental Bodily Injury.**

d. The **Insured Person(s)** must have himself/herself examined by the **Company's** medical advisors if the Company asks for this, and as often as the **Company** considers this to be necessary.

e. The **Insured/Insured Person(s)** or someone claiming on behalf must promptly give the **Company** documentation and other information the **Company** asks for to investigate the claim or **Company's** obligation to make payment for it.

f. If the **Insured Person(s)** dies, the Insured or someone claiming on behalf must inform the **Company** in writing immediately and send a copy of the post-mortem report (if performed) within 14 days.

List of Claim documents:

a) Death

- Duly Completed Personal Accident Claim Form signed by Nominee.
- Copy of address proof (Ration card or electricity bill copy).
- Attested copy of Death Certificate.
- Burial Certificate (wherever applicable).
- Attested copy of Statement of Witness, if any lodged with police authorities.
- Attested copy of FIR / Pachamama / Inquest Pachamama.
- Attested copy of Post Mortem Report (only if conducted).
- Attested copy of Viscera report if any (Only if Post Mortem is conducted).
- Claim form with NEFT details & cancelled cheque duly signed by Insured
- Original Policy copy

b) Permanent Partial /Total Disablement /Temporary Total Disability

- Duly Completed Personal Accident Claim Form signed by insured.
- Attested copy of disability certificate from government medical authority stating percentage of disability.
- Attested copy of FIR. (If required)
- Photograph of the claimant before and after injury supporting to disablement.
- All X-Ray / Investigation reports and films supporting to disablement.
- Income Proof, Photo identity proof, Address Proof
- Claim form with NEFT details & cancelled cheque duly signed by Insured
- Original Policy copy.

c) Children's education bonus

- Bonafide certificate from school / college or certificate from the educational institution

d) Hospital Confinement Allowance/ Medical Expenses Reimbursement

- First Consultation letter from the Doctor
- Duly completed claim form signed by the Claimant
- Hospital Discharge Card
- Hospital Bill giving detailed break up of all expense heads mentioned in the bill. Clear break ups have to be mentioned for OT Charges, Doctor's Consultation and Visit Charges, OT Consumables, Transfusions, Room Rent, etc.
- Money Receipt, duly signed with a Revenue Stamp All Original Laboratory and Diagnostic Test Reports. E.g. X-Ray, E.C.G, USG, MRI Scan, Haemogram etc.
- Other documents as may be required by Bajaj General to process the claim

3) Paying a Claim

a. **Insured/Insured Person(s)** agree that the **Company** need only make payment when the **Insured Person(s)** or someone claiming on behalf has provided a claim to the **Company's** satisfaction.

b. The **Company** will make payment to **Insured Person** and/or the **Nominee.** If the **Insured** is not the employer and there is no **nominee** and **Insured Person(s)** is incapacitated or deceased, the **Company** will pay to the legal heir, executor or validly appointed legal representative and any payment the **Company** will make in this way will be a complete and final discharge of **Company's** liability to make payment.

c. On receipt of all the documents and on being satisfied with regard to the admissibility of the claim as per policy terms and conditions, we shall offer within a period of 30 days a settlement of the claim to the insured. Upon acceptance of an offer of settlement by the insured, the payment of the amount due shall be made within 7 days from the date of acceptance of the offer by the insured. In the cases of delay in

the payment, the insurer shall be liable to pay interest at a rate which is 2% above the bank rate prevalent at the beginning of the financial year in which the claim is reviewed by it.

d. However, where the circumstances of a claim warrant an investigation, the Company will initiate and complete such investigation at the earliest, in any case not later than 30 days from the date of receipt of last necessary document. In such cases, the Company will settle the claim within 45 days from the date of receipt of last necessary document. In case of delay beyond stipulated 45 days, the Company will be liable to pay interest at a rate which is 2% above the bank rate from the date of receipt of last necessary document to the date of payment of claim.

e. If We, for any reasons decides to reject the claim under the policy the reasons regarding the rejection shall be communicated to You in writing within 30 days of the receipt of documents. You may take recourse to the Grievance Redressal procedure stated in the Policy.

4) Change of Occupation

a. If the Insured Person(s) has a change of occupation, the Company must be informed in writing within 30 days of the change.

b. If the Insured Person(s) does not do this, then this insurance will cease as far as that Insured Person(s) is concerned from the date that Insured Person(s) changed his occupation.

5) Cancellation and Addition & Deletion of Insured Person(s)

a) No person other than those persons named as the **Insured Person(s)** or those categories of persons insured specified in the **Schedule** shall be covered under this **Policy** unless and until his/her name or the category has been notified in writing to the **Company,** any additional premium due has been paid and the **Company's** agreement to extend cover has been indicated by it issuing an endorsement confirming the addition of such person or category of persons as an insured.

b) Coverage under this Cover shall be withdrawn from any **Insured Person(s)** named or any category of persons insured immediately upon the **Insured** delivering written notice of the same to the **Company.**

c) Adjustment of Premium in case of Un-named Policies (Category of persons insured)
The **Insured** acknowledges that the premium payable hereon has been determined by reference to **Insured's** estimate of the number of persons within a category of persons insured as stated in the **Schedule.** The **Insured** agrees that during the **Policy Period,** the **Insured** shall maintain a proper and contemporaneous record of the actual number of persons within such category, which record shall be available for inspection by the **Company** at any reasonable time.
Within one month from the expiry of this **Policy,** the **Insured** shall provide the **Company** with a written record of the actual amount of actual number of persons within such category during the Policy Period and any information or supporting documentation in respect thereof that the **Company** may request. If the actual number of persons within such category ascertained exceeds **Insured's** estimate of the same, the Insured shall pay to the **Company** any additional premium that the Company may determine by reference to the differential, or if the actual number of persons within such category is less than the estimate of the same, the **Company** will reimburse the **Insured** by reference to the differential but subject to minimum retention of premium of 25%.

6) Free Look Period (Applicable Only in case of New Policy)

You have a period of 15 days from the date of receipt of the policy document to review the terms and conditions of this Policy. If You have any objections to any of the terms and conditions, You have the option of cancelling the Policy stating the reasons for cancellation.
If you have not made any claim during the Free look period, you shall be entitled to refund of premium subject to,

i. a deduction of the expenses incurred by Us on Your medical examination, stamp duty charges and if the risk has not commenced

ii. If the risk has commenced the stamp duty charges, medical examination charges & proportionate risk premium for period on cover would be deducted.

iii. Where only a part of risk has commenced, such proportionate risk premium commensurate with the risk covered during such period.

7) Portability Condition

Retail Policies: As per the Portability Guidelines issued by IRDA, applicable benefits shall be passed on to customers who were holding similar retail health insurance policies of other non-life insurers. The pre-policy medical examination requirements and provisions for such cases shall remain similar to non-portable cases Group Policies: As per the Portability Guidelines issued by IRDA, applicable benefits shall be passed on to customers who were insured under a Group Health Policy of Bajaj General. However, such benefits shall be applicable only in the event of discontinuation/ non-renewal of the Group Health Policy (applicable for both employer-employee relationships and non-employer-employee relationships) and/or the particular customer leaving the group on account of resignation/ retirement (applicable for employer-employee relationships) or termination of relationship with the Group Administrator (applicable for non-employer-employee relationships). The pre-policy medical examination requirements and provisions for such cases shall remain similar to non-portable cases.

8) Withdrawal of Cover

There is a possibility of withdrawal of this cover at any time in future, with appropriate approval from IRDA, as We reserve Our right to so with a intimation of 3 months to all the existing insured members. In such an event of withdrawal of this cover, at the time of Your seeking renewal of this cover, You can choose, among Our available similar and closely similar Health insurance products. Upon Your so choosing Our new product, You will be charged the Premium as per Our Underwriting Policy for such chosen new product, as approved by IRDA.

Provided however, if You do not respond to Our intimation regarding the withdrawal of the cover/ product under which this Policy is issued, then this cover shall be withdrawn and shall not be available to You for renewal on the renewal date and accordingly upon Your seeking renewal of this Policy, You shall have to take a Policy under available new products of Us subject to Your paying the Premium as per Our Underwriting Policy for such available new product chosen by You and also subject to Portability condition.

9) Sum Insured Enhancement:

The Insured member can apply for enhancement of Sum Insured at the time of renewal. You can apply for enhancement of Sum Insured by submitting a fresh proposal form to the company.

SPECIAL EXCLUSIONS APPLICABLE TO SECTION 9

The **Company** will not pay for any event that arises because of, is caused by or can in any way be linked to any of the following:

1. **Accidental Bodily Injury that the Insured Person(s)** meets with:
   a. Through suicide, attempted suicide or self inflicted injury or illness.
   b. While under the influence of liquor or drugs.
   c. As a result of the **Insured Person(s)** committing any breach of law with criminal intent.
   d. Whilst engaging in aviation or ballooning, whilst mounting into, dismounting from or travelling in any balloon or aircraft other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world.
   e. Whilst participating as the driver, co-driver or passenger of a motor vehicle during motor racing or trail runs.
   f. As a result of any curative treatments or interventions that the **Insured Person(s)** carries out or has carried out on his/her body.
   g. Arising out of the participation of the **Insured Person(s)** in any naval, military or air force operations whether in the form of military exercises or war games or actual engagement with the enemy, whether foreign or domestic.
2. The **Insured Person(s)** consequential losses of any kind or their actual or alleged legal liability.
3. Any injury/ disablement/ death directly or indirectly arising out of or contributed to any pre-existing condition.
4. Venereal or sexually transmitted diseases.
5. HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or mutant derivatives or variations thereof however caused.

6. Pregnancy, resulting childbirth, miscarriage, abortion, or complications arising out of any of these.
7. War (whether declared or not), civil war, invasion, act of foreign enemies, rebellion, revolution, insurrection, mutiny, military or usurped power, seizure, capture, arrest, restraint or detainment, confiscation or nationalisation or requisition of or damage by or under the order of any government or public local authority.
8. Nuclear energy, radiation.

SECTION 10 - PUBLIC LIABILITY COVER

(This Section is operative only if shown as such in the **Schedule**)

COVERAGE

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 CONDITIONS APPLICABLE TO SECTION 10

1. It is a condition precedent to the **Company's** liability hereunder that the **Insured** shall immediately and in any event within 14 days give the **Company** written notice, to the address specified in the **Schedule** for this purpose, of:
   a. any claim made against the Insured during the **Policy Period;** and/or
   b. any circumstance occurring during the **Policy Period** which might reasonably be expected to give rise to a claim. Any circumstance notified under this clause and any subsequent claim arising out of the circumstance so notified shall be deemed to have been made during the **Policy Period**, and
   c. 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:
   a. The **Bodily Injury** shall be deemed to have occurred when the claimant first consulted a qualified medical practitioner in respect of the same;
   b. **Property Damage** shall be deemed to have occurred when it first became physically evident to the claimant, even if the cause itself was unknown.

SPECIAL EXCLUSIONS APPLICABLE TO SECTION 10

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. Deductible: Rs. 50,000/- for each and every claim.
2. Any agreed assumption of risk by the **Insured,** save to the extent that liability would have attached in the absence of such agreement.
3. Any **Accident** arising out of the deliberate, willful or intentional non-compliance with any statutory provision.
4. Any **Bodily Injury** of any person under a contract of employment or apprenticeship with the **Insured,** or the **Insured's** contractors or subcontractors, if such **Bodily Injury** was contracted and/or arose out of and in the course of his employment.
5. 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.
6. The infringement of plans, copyrights, patents, trade names, trademarks or registered designs.
7. Libel, slander, false arrest, wrongful eviction, wrongful detention, defamation including mental injury, anguish or shock resulting therefrom.
8. 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:
   a. **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.
   b. **Accident** occurring beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer.
   c. 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.
   d. Claims arising out of any motor vehicle or trailer temporarily in the Insured's custody or control for the purpose of parking.
9. The ownership, possession or use by or on behalf of the **Insured** of any watercraft, hovercraft, or air- or spacecraft.
10. The transportation of materials and/or hazardous or dangerous substances outside the **Insured Premises.**
11. 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.
12. 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 and visitors clothing or personal effects brought onto the Insured Premises with the **Insured's** consent.
13. 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.**
14. **Bodily Injury** and/or **Property Damage** occurring prior to the **Retroactive Date** (if any) specified in the Schedule.
15. 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.
16. **Pollution** of any kind.
17. Any **Product.**

18. Any claim made, threatened or intimated against the **Insured** prior to the **Policy Period.**
19. 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.
20. Liability more specifically insured elsewhere.
21. Any claim made where the circumstances that exist are materially different to the circumstances represented by the **Insured** in the proposal.
22. 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.

SECTION 11 – WORKMEN'S COMPENSATION COVER

(This Section is operative only if shown as such in the Schedule)

COVERAGE

If at any time during the **Period of Insurance** any **Employee** in the **Insured's** immediate service shall sustain personal injury by **Accident** or disease arising out of and in the course of his employment by the **Insured** in the **Business** and if the **Insured** shall be liable to pay compensation for such injury either under the law(s) set out in the Schedule or at Common Law then subject to the terms exceptions and conditions contained herein or endorsed hereon the **Company** will indemnify the **Insured** against all sums for which the **Insured** shall be so liable and will in addition be responsible for all costs and expenses incurred with its consent in defending any claim for such compensation. 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 CONDITIONS APPLICABLE TO SECTION 11

1. The Insured shall take reasonable precautions to prevent accidents and disease and shall comply with all statutory obligations
2. In the event of any occurrence which may give rise to a claim under this Policy, the Insured shall as soon as possible give notice thereof to the Company with full particulars. Every letter, claim writ summons and process shall be notified or forwarded 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 inquiry in connection with any such occurrence as aforesaid.
3. 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 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. The first premium and all renewal premiums that may be accepted are to be regulated by the amount of wages and salaries and other earnings paid by the Insured to employees during each Period of Insurance. The name of every employee together with the amount of wages, salary and other earnings shall be properly recorded and the Insured shall at all times allow the Company to inspect such records and shall supply the Company with a correct account of such wages, salaries and other earnings paid during any period of Insurance within one month from the expiry date of such Period of Insurance. If the amount so paid shall differ from the amount on which premium has been paid, the difference in premium shall be met by a further proportionate payment to the Company or by a refund by the Company as the case may be.

SPECIAL EXCLUSIONS APPLICABLE TO SECTION 11

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 injury by **Accident** or disease directly 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;
2. the **Insured's** liability to employees of contractors to the **Insured;**

3. any liability of the **Insured** which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
4. any sum which the **Insured** would have been entitled to recover from any party but for an agreement between the **Insured** and such party.

SECTION 12 - PORTABLE EQUIPMENTS COVER

(This Section is operative only if shown as such in the **Schedule**)

COVERAGE

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 12

1. 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.
2. Loss or damage to the insured property shall be settled at the market value, after charging the applicable depreciation.
3. 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.

Depreciation Chart

Age of the Instrument/Component	Depreciation Percentage
Upto 6 months	10%
Upto 1 year	20%
Upto 2 years	40%
Upto 3 years	50%
Upto 4 years	60%
Upto 5 years	70%

4. .
5. 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:

i. the price quoted in the latest catalogue or price list issued by the makers or their agents in this country,

OR

ii. 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.

PLUS

The reasonable cost of fitting such parts.

Memorandum I Accompanied Baggage Extension

It is hereby understood and agreed that notwithstanding anything to the contrary contained herein, the insurance granted by this **Policy** is extended to cover the property or properties mentioned in the **Schedule** whilst in transit as unaccompanied baggage provided that:

a) The property/properties shall be packed properly as per specification of the transporters or manufacturer or of the Bureau of Indian Standard.

b) Whilst the property/properties are transported by any transport not owned by the **Insured,** in case of loss of or damage to the property, the **Insured** shall immediately lodge a money claim with the transporter/carrier and any compensation received by them shall reduce the quantum of loss lodged with the **Company.**

c) Non-Delivery shall not be covered.
Subject otherwise to the terms, exceptions and conditions of the Policy.

SPECIAL EXCLUSIONS APPLICABLE TO SECTION 12

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. Deductible:
   5% of the claim amount subject to a minimum of Rs. 2,500/- for each and every claim in respect of laptops, cameras, portable projectors and portable printers
   a. 5% of the claim amount subject to a minimum of Rs. 500/- for each and every claim in respect of I Pods and mobiles
2. Loss or damage to the property by or due to or arising from:
   a. 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.
   b. Manufacturing defects for which the manufacturer is responsible.
   c. Mechanical and/or electrical breakdown and/or derangement, overloading or strain; overrunning excessive pressure, short circuiting and/or self heating.
   d. 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.
   e. Scratching and/or cracking and/or denting.
3. Consequential loss of whatsoever nature.
4. Loss or damage arising from detention, confiscation, destruction or requisition by or under the order of any Government of public or local authority.
5. Penalties of delay or detention or in connection with guarantees of performance or efficiency.
6. Theft, loss or damage during the hire or loan of the instrument to a third party.
7. Mysterious disappearance.
8. Loss or damage to any unattended item/equipment of the property insured as described in the **Schedule.**
9. Loss or damage due to theft or attempted theft by any **Employee** 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.**

10. 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.

11. Loss or damage directly or indirectly, proximately or remotely occasioned by or contributed to or traceable to or happening through in consequence of war, invasion, act of foreign enemy, hostilities or war like operations (whether war be declared or not), civil war, civil commotion, mutiny, rebellion, revolution, insurrection, conspiracy, military or usurped power.

12. Loss or damage directly or indirectly caused by or contributed to by or arising from ionizing radiations contamination by radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear from any nuclear waste from the combustion of nuclear fuel or from any nuclear weapons material. For the purpose of this exclusion, combustion shall include any self-sustaining process of nuclear fission.

13. Any loss or damage to the property insured or to the general public and/or legal liability arising out of immoral or unethical use of the property insured.

14. 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 power lines or otherwise.

15. 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 13 - BAGGAGE INSURANCE COVER

(This Section is operative only if shown as such in the **Schedule**)

COVERAGE

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 Employee** and for which the Insured and/or the **Insured Employee** is responsible whilst traveling anywhere in India as specified in the **Policy Schedule** for the purpose of the **Business.**

SPECIAL EXCLUSIONS APPLICABLE TO SECTION 13

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. Deductible: 5% of the claim amount subject to a minimum of Rs. 1,000/- for each and every claim

2. loss or damage due to cracking scratching or breakage of lens or glass whether part of china, marble, gramophone records or otherwise and other articles of a brittle or fragile nature, unless such loss or damage arises from an **Accident** to a vessel, train, or other mechanized vehicle or aircraft by which such baggage is conveyed by the **Insured** and/or the **Insured s Employee.**

3. loss or damage caused by or any process of cleaning, dyeing repairing or restoring to which the baggage is subjected.

4. loss or damage caused by moth, mildew or vermin.

5. loss or damage to any electrical machines, apparatus, fixtures or fittings (including wireless sets, radio, television sets and tape recorders) arising from over running, excessive pressure, short circuiting arcing self-heating or leakage or electricity from whatever cause (lightning included).

6. loss or damage caused by mechanical derangement or over winding of watches and clocks.
7. theft from cars except from fully enclosed saloon cars having all the doors, windows and other openings securely locked and properly fastened and any other security aid properly applied.
8. loss or damage whilst being conveyed by any carrier under contract of affreightment.
9. loss of or damage to jewellery or **Valuables.**
10. loss of or damage to articles, which did not form part of the contents of the baggage when the journey commenced unless specifically declared and accepted by the **Company.**
11. loss or destruction of or damage to baggage of a consumable nature.
12. loss of or damage to carried loose articles such as sticks, straps, umbrellas, sunshades, deck chairs, property in use on the journey or articles of clothing whilst being worn on the person or carried about.
13. loss destruction or damage caused by or arising from the leakage spilling or exploding of liquid, oils or material of a like nature or articles of a dangerous or damaging nature.
14. any tour or travel undertaken within the municipal limits of the village, town or city wherein the Insured and/or Insured s Employee works.

BASIS OF LOSS SETTLEMENT APPLICABLE TO SECTION 13

1. 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.
2. In the case of a total loss, the **Company** shall indemnify the **Insured** in respect of the restoration or replacement costs up to the **Sum Insured.**

SECTION 14 - PEDAL CYCLE COVER

(This Section is operative only if shown as such in the **Schedule**)

COVERAGE

The **Company** will indemnify the **Insured** in respect of loss of or damage to the pedal cycle belonging to the **Insured** and caused by:

a) Fire, lightning or external explosion
b) Burglary and/or housebreaking
c) Riot, strike, malicious act and terrorist activities
d) **Accidental** external means
e) Earthquake, flood, cyclone, storm tempest and other similar convulsions of nature or atmosphere disturbances

Provided that the liability of the **Company** in respect of any one pedal cycle 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 14

The pedal cycle should be properly locked when left unattended.

BASIS OF LOSS SETTLEMENTAPPLICABLE TO SECTION 14

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

SPECIAL EXCLUSIONS APPLICABLE TO SECTION 14

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:

a. Deductible: 5% of the **Sum Insured** subject to a minimum of Rs. 250/- for each and every claim.

b. any **Accident,** loss damage or liability caused by or through or in connection with the use of any pedal cycle for hire or reward or outside India.

c. damage caused by over loading, strain or mechanical breakdown.

d. loss of or damage to accessories by theft unless the pedal cycle is stolen at the same time.

e. loss, damage or liability occurring whilst the pedal cycle is being used for competition, racing or pace making.

SECTION 15 - BUSINESS INTERRUPTION COVER

(This Section is operative only if shown as such in the **Schedule**)

The wordings for this Section are as per Fire (Consequential Loss) Tariff Policy Wording attached. Relevant specification to be attached based on the method of cover selected.

GENERAL DEFINITIONS

(Applicable to all Sections of the **Policy**)

(Applicable to all Sections of the **Policy unless otherwise mentioned more specifically under Section 1**) The following words or terms shall have the meaning ascribed to them wherever they appear in this Policy, and references to the singular or to the masculine shall include references to the plural and to the female wherever the context so permits:

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

2. **Alternative treatments**
   Alternative treatments are forms of treatments other than treatment "Allopathy" or "modem medicine" and includes Ayurveda, Unani, Sidha and Homeopathy in the Indian context.

3. **Any one illness**
   Any one illness means continuous Period of illness and it includes relapse within 45 days from the date of last consultation with the Hospital/Nursing Home where treatment may have been taken.

4. **Burglary** means theft following the unforeseen and unauthorised entry to or exit from the **Insured Premises** by aggressive and detectable means.

5. **Business** means the business of the **Insured** specified in the **Schedule.**

6. **Condition Precedent**
   Condition Precedent shall mean a policy term or condition upon which the Insurer's liability under the policy is conditional upon.

7. **Congenital Anomaly**
   Congenital Anomaly refers to a condition(s) which is present since birth, and which is abnormal with reference to form, structure or position.
   a. **Internal Congenital Anomaly**
      Congenital anomaly which is not in the visible and accessible parts of the body
   b. **External Congenital Anomaly**
      Congenital anomaly which is in the visible and accessible parts of the body

8. **Contents** means the items specified in the **Schedule.**

9. **Contribution**
   Contribution is essentially the right of an insurer to call upon other insurers liable to the same insured to share the cost of an indemnity claim on a rateable proportion of Sum Insured.
   This clause shall not apply to any Benefit offered on fixed benefit basis.

10. **Cumulative Bonus**
    Cumulative Bonus shall mean any increase in the Sum Insured granted by the insurer without an associated increase in premium.

11. Daily Allowance:
Means the amount and period specified in the Schedule.

12. Damages means monetary sums payable pursuant to judgments or awards and/or settlements negotiated by or on behalf of the Insured, but shall not include fines, penalties, punitive damages, exemplary damages, non-pecuniary relief, taxes, or any other amount for which an Insured is not financially liable, or which is without legal recourse to the Insured, or any matter that may be or be deemed to be uninsurable under Indian Law.

13. Deductible means the amount which shall be borne by the Insured in respect of each and every claim made under this Policy. The **Company's** liability to make any payment under the Policy is in excess of the Deductible.

14. Defence Costs means the expenses incurred by or on behalf of the Insured or the Company in the investigation or settlement or defence of a claim and shall include legal costs and disbursements.

15. Dental Treatment
Dental treatment is treatment carried out by a dental practitioner including examinations, fillings (where appropriate), crowns, extractions and surgery excluding any form of cosmetic surgery/implants.

16. Disclosure to information norm
The Policy shall be void and all premium paid hereon shall be forfeited to the Company, in the event of misrepresentation, mis-description or non-disclosure of any material fact.

17. Electronic Equipment means the items specified in the **Schedule** and which are contained or fixed at or in the **Insured Premises.**

18. Employee means, for the purposes of Section 8 (Fidelity Guarantee Cover), the category of employees named in the **Schedule** and/or persons who have entered into the contract of service with the **Insured,** whether such contract of service is expressed or implied, verbal or written, but shall not include persons or persons within a category of employees whose employment is of a casual nature and/or who are employed other than for the purposes of the **Business.**

Otherwise, **Employee** means a person who has entered into a contract of service with the **Insured,** whether such contract of service is expressed or implied, verbal or written, but shall not include a person whose employment is of a casual nature and/or who is employed other than for the purposes of the Business.

19. Employee Sum Insured means the amount specified in the **Schedule** against the name of an Employee, which, subject to the **Limit of Indemnity,** shall be the **Company's** maximum liability for any and all claims in respect of that **Employee.**

20. Emergency Care
Emergency care means management for a severe illness or injury which results in symptoms which occur suddenly and unexpectedly, and requires immediate care by a medical practitioner to prevent death or serious long term impairment of the insured person's health.

21. External Data Media means the items as specified in the **Schedule** which are fixed at or located in the **Insured Premises** and which are used solely in the course of the **Business.**

22. Grace Period
Grace period means the specified period of time immediately following the premium due date during which a payment can be made to renew or continue a policy in force without loss of continuity benefits such as waiting periods and coverage of pre-existing diseases. Coverage is not available for the period for which no premium is received.

23. Hospital
A hospital means any institution established for in-patient care and day care treatment of illness and/or injuries and which has been registered as a hospital with the local authorities under the Clinical Establishments (Registration and Regulation) Act, 2010 or under the enactments specified under the Schedule of Section 56(1) of the said Act OR complies with all minimum criteria as under:

- has qualified nursing staff under its employment round the clock;
- has at least 10 in-patient beds in towns having a population of less than 10,00,000 and at least 15 inpatient beds in all other places;

- has qualified medical practitioner(s) in charge round the clock;
- has a fully equipped operation theatre of its own where surgical procedures are carried out;
- maintains daily records of patients and makes these accessible to the insurance company's authorized personnel.

24. Hospitalisation
Means admission in a Hospital for a minimum period of 24 In patient Care consecutive hours except for specified procedures/ treatments, where such admission could be for a period of less than 24consecutive hours.

25. Illness
Illness means a sickness or a disease or pathological condition leading to the impairment of normal physiological function which manifests itself during the Policy Period and requires medical treatment.

a. **Acute condition -** Acute condition is a disease, illness or injury that is likely to respond quickly to treatment which aims to return the person to his or her state of health immediately before suffering the disease/illness/injury which leads to full recovery.

b. **Chronic condition -** A chronic condition is defined as a disease, illness, or injury that has one or more of the following characteristics:it needs ongoing or long-term monitoring through consultations, examinations, check-ups, and / or tests it needs ongoing or long-term control or relief of symptoms it requires your rehabilitation or for you to be specially trained to cope with it continues indefinitely it comes back or is likely to come back.

26. Inpatient Care
Inpatient care means treatment for which the insured person has to stay in a hospital for more than 24 hours for a covered event.

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

28. Insured means the person or organisation named in the **Schedule.**

29. Insured Person for the purposes of Section 9 (Group Personal Accident Cover) means the person or persons named in the **Schedule.**

30. Insured Premises means the property named in the **Schedule** from which the Insured operates his **Business.**

31. In Transit means any mode of transportation of money for the payment of wages, salaries and other earnings or for petty cash directly between a bank and/or the **Insured Premises** and/or a point in transit by the **Insured** or an **Employee** from the time money is received at the bank and/or the **Insured Premises** and/or a point in transit by the **Insured** or an **Employee** until delivered to the bank and/or the **Insured Premises** and/or a point in transit by the **Insured** or an **Employee.**

32. Intensive Care Unit
Intensive care unit means an identified section, ward or wing of a hospital which is under the constant supervision of a dedicated medical practitioner(s), and which is specially equipped for the continuous monitoring and treatment of patients who are in a critical condition, or require life support facilities and where the level of care and supervision is considerably more sophisticated and intensive than in the ordinary and other wards.

33. Limit of Indemnity
Limit of Indemnity represents Our maximum liability to make payment for each and every claim per person and collectively for all persons mentioned in the Schedule during the policy period and in the aggregate for the person(s) named in the schedule during the policy period, and means the amount stated in the Schedule against each Cover and subject to the limits specified in A

34. Medical Advise
Any consultation or advice from a Medical Practitioner including the issue of any prescription or repeat prescription.

35. Medical expenses
Medical Expenses means those expenses that an Insured Person has necessarily and actually incurred for medical treatment on account of Illness or Accident on the advice of a Medical Practitioner, as long as these are no more than would have been payable if the Insured Person had not been insured and no more than other hospitals or doctors in the same locality would have charged for the same medical treatment.

36. Medical Practitioner/ Doctor:
A Medical Practitioner is a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of license.

37. Medically Necessary
Medically necessary treatment is defined as any treatment, tests, medication, or stay in hospital or part of a stay in hospital which

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

38. Money means cash, bank drafts, currency notes, treasury notes, cheques, postal orders, money orders and current postage stamps belonging to the **Insured.**

39. Named Insured/ Insured:
Insured means the persons, or his Family members, named in the Schedule provided that an Insured or his Family Members has attained the age of 3 months and is not older than 65 years of age at the commencement of the Policy Period.

40. Nominee
Nominee is the person selected by the policyholder to receive the benefit in case of death of the insured thus giving a valid discharge to the insurer on settlement of claim under an insurance policy.

41. Non- Network
Any hospital, day care centre or other provider that is not part of the network.

42. Notification of Claim
Notification of claim is the process of notifying a claim to the insurer or TPA by specifying the timelines as well as the address / telephone number to which it should be notified.

43. Occupation
Your occupation as shown in the Schedule

44. OPD treatment
OPD treatment is one in which the Insured visits a clinic / hospital or associated facility like a consultation room for diagnosis and treatment based on the advice of a Medical Practitioner. The Insured is not admitted as a day care or in-patient.

45. Period of Insurance means the period between the **Retroactive Date** and the expiry date specified in the Schedule and, if no **Retroactive Date** is specified, then the **Policy Period.**

46. Permanent Total Disability
Medical practitioner certified total, continuous and permanent:

- loss of the sight of both eyes
- physical separation of or the loss of ability to use both hands or both feet
- physical separation of or the loss of ability to use one hand and one foot
- loss of sight of one eye and the physical separation of or the loss of ability to use either one hand or one foot

47. **Permanent Partial Disability**
Medical practitioner certified total and continuous loss or impairment of a body part or sensory organ specified

48. **Plate Glass** means the glass described in **Schedule.**

49. **Policy** means the proposal, the Schedule, the policy document and any endorsements attaching to or forming part thereof either on the effective date or during the Policy Period.

50. **Policy Period**
The period between and including the start and end dates shown in the **schedule**

51. **Portability**
Portability means transfer by an individual health insurance policyholder (including family cover) of the credit gained for pre-existing conditions and time-bound exclusions if he/she chooses to switch from one insurer to another.

52. **Pre-Existing Disease**
Any condition, ailment or injury or related condition(s) for which you had signs or symptoms, and / or were diagnosed, and / or received medical advice / treatment within 48 months to prior to the first policy issued by the insurer.

53. **Proposal**
The proposal form and other information and documentation supplied to us in considering whether and on what terms to offer this insurance

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

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

56. **Property** shall mean material property.

57. **Property Damage** means actual physical damage to tangible material property belonging to a third person.

58. **Qualified Nurse**
Qualified nurse is a person who holds a valid registration from the Nursing Council of India or the Nursing Council of any state in India.

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

60. **Retroactive Date** means the date specified in the **Schedule.**

61. **Room rent**
Means the amount charged by a hospital for the occupancy of a bed on per day (24 hours) basis and shall include associated medical expenses.

62. **Renewal**
Renewal defines the terms on which the contract of insurance can be renewed on mutual consent with a provision of grace period for treating the renewal continuous for the purpose of all waiting periods.

63. **Robbery** means (i) in order to the committing of the theft at the insured premises, or in committing the theft at the insured premises, or in carrying away or attempting to carry away property obtained by the theft from the insured premises, the offender, for that end, voluntarily causes or attempts to cause to the Insured and/or Insured's family members, death or hurt or wrongful restraint, or fear of instant death or of instant hurt, or of instant wrongful restraint or (ii) if the offender, at the time of committing the extortion at the insured premises, is in the presence of the Insured and/or Insured's family members who is/are put in fear, and commits the extortion at the insured premises by putting the Insured and/or Insured's family members in fear of instant death, of instant hurt, or of instant wrongful restraint to the Insured and/or Insured's family members, and, by

so putting in fear, induces the Insured and/or Insured's family members so put in fear then and there to deliver up the thing extorted at the insured premises. In this regard the offender is said to be present if he is sufficiently near to put the Insured and/or Insured's family members in fear of instant death, of instant hurt, or of instant wrongful restraint.

The term Extortion means intentionally putting the Insured and/or Insured's family members in fear of any injury to the Insured and/or Insured's family members, and thereby dishonestly induces the Insured and/or Insured's family members so put in fear to deliver to any person any property or valuable security, or anything signed or sealed which may be converted into a valuable security.

64. **Safe** means a strong cabinet within the **Insured Premises** designed for the safe and secure storage of valuable items, and access to which is restricted.

65. **Subrogation**
Subrogation shall mean the right of the insurer to assume the rights of the insured person to recover expenses paid out under the policy that may be recovered from any other source.

66. **Surgery**
Surgery or Surgical Procedure means manual and / or operative procedure (s) required for treatment of an illness or injury, correction of deformities and defects, diagnosis and cure of diseases, relief of suffering or prolongation of life, performed in a hospital or day care centre by a medical practitioner

67. **Schedule** means the schedule and any annexure to it.

68. **Strong Room** means a room within the **Insured Premises** designed for the secure storage of **Money** and access to which is restricted.

69. **Sum Insured** means the amount stated in the **Schedule,** which is (same as expressly stated to the contrary) the maximum amount (regardless of the number of amount of claims made or the number of the **Insured** who make a claim) for any one claim and in the aggregate for all claims for which the **Company** will make payment in relation to the Section to which the **Sum Insured** relates during the **Policy Period**.

70. **Unproven/Experimental treatment**
Unproven/Experimental treatment is treatment, including drug Experimental therapy, which is not based on established medical practice in India, is treatment experimental or unproven.

71. **Valuables** means:
    a. gold or silver or any precious metals or articles made from any precious metals;
    b. watches or jewellery or precious stones or models or coins or curios, sculptures, manuscripts, stamps, collections of stamps, rare books, medals, moulds, designs or any other collectibles;
    c. deeds, ATM cards, credit cards, charge cards, bonds, bills of exchange, bank, treasury or promissory notes, cheques, money, securities, or any other negotiable instrument.

72. **You, Your, Yourself/ Your Family** named in the schedule means the person or persons that We insure as set out in the Schedule

73. **We, Our, Us, Ours** means the Bajaj General Insurance Limited.

GENERAL EXCLUSIONS

(Applicable to all Sections of the **Policy unless otherwise mentioned more specifically under Section 1**)

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

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

2. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.

3. The radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

4. Asbestosis or in any manner related to or arising out of the sale, manufacture, production, distribution or the like of asbestos.

5. Any circumstance, fact or mater of which the **Insured** was or ought reasonably to have been aware prior to the commencement of the **Policy Period.**

6. War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition of or damage to property by or under the order of any government or public local authority.

7. Liability more specifically insured elsewhere.

8. Earthquake, flood, storm, cyclone or other convulsions of nature or atmospheric disturbances.

9. Libel, slander, false arrest, wrongful eviction, wrongful detention, defamation including mental injury, anguish or shock resulting there from.

10. 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 Sections of the Policy unless otherwise mentioned more specifically under Section 1)

1. Due Observance
The due observance of and compliance with the terms, provisions, warranties and conditions of this **Policy** insofar as they relate to anything to be done or complied with by the **Insure**d and/or, where applicable, the **Insured Person(s),** shall be a condition precedent to any liability of the **Company** under this **Policy.**

2. Reasonable Care
The **Insured** shall:

a. take all reasonable steps to safeguard the **Contents** and the **Insured Premises** against any insured event;

b. take all reasonable steps to prevent a claim from arising under this **Policy;**

c. ensure that any security system or aid is maintained in accordance with any maintenance schedule or recommendations of the manufacturer or if none then as may be required, and kept in good and effective working condition;

d. when the **Insured Premises** are left unattended or unoccupied, ensure that all means of entry to or exit from the **Insured Premises** have been properly and safely secured and any security system or aid has been properly deployed.

3. Duties and Obligations after Occurrence of an Insured Event
Save as more specifically provided for in the Special Conditions applicable to a particular Section, it is a condition precedent to the **Company's** liability under this **Policy** that, upon the happening of any event giving rise to or likely to give rise to a claim under this **Policy:**

a. the **Insured** shall immediately and in any event within 14 days give written notice of the same to the address shown in the **Schedule** for this purpose, and in case of notification of an event likely to give rise to a claim to specify the grounds for such belief, and

b. the **Insured** shall, if advised to do so by the **Company,** immediately lodge a complaint with the police detailing the items lost and/or damaged and in respect of which the **Insured** intends to claim, and provide a copy of that written complaint, the First Information Report and/or Final Report to the **Company,** and

c. the **Insured** shall within 28 days deliver to the **Company** its completed claim form detailing the loss or damage that has occurred and an estimate of the quantum of any claim along with all documentation required to support and substantiate the amount sought from the **Company,** and

d. the **Insured** shall expeditiously provide the **Company** and its representatives and appointees with all the information, assistance, records and documentation that they might reasonably require, and

e. the **Insured** shall not admit liability or settle or make or promise any payment in respect of any claim which may be the subject of indemnity hereunder, or incur any costs or expenses in connection therewith, without the written consent of the **Company** which shall be entitled to take over and conduct in the name of the Insured the defence and/or settlement of any such claim, for which purpose the **Insured** shall give all the information and assistance that the **Company** may reasonably require. **Defence Costs** incurred by the Company or on behalf of the **Insured** shall reduce the **Limit of Indemnity.**

4. Basis of Claim Payment (Applicable to Sections where not specifically mentioned)

a. Where a damaged item can reasonably be repaired or reinstated at a cost less than the replacement cost, then the **Company** will indemnify the Insured in respect of the expenses necessarily incurred to restore 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. The **Company** shall not be bound to reinstate or restore exactly or completely, but only as permitted by the circumstances and in a reasonably sufficient manner and to the state that existed immediately prior to the happening of the insured event.

c. If the value of the property hereby insured shall at the time of any insured event be collectively of greater value than the **Sum Insured** thereon, then the **Insured** shall be considered his own insurer of the difference and shall bear a rateable proportion of the loss or damage. Every item, if more than one, shall be separately subject to this condition.

d. Claim Settlement Procedure (Not Applicable to any legal liability claim)

In cases where a surveyor has to be appointed for assessing a loss/claim, it shall do so immediately, in any case within 72 hours of the receipt of intimation of claim from the insured. The Company / surveyor shall within 7 days of the claim intimation, inform the insured / claimant of the essential documents and other requirements that the claimant should submit in support of the claim.

The surveyor shall submit his final report to the Company within 30 days of his appointment. In case of claims made in respect of commercial and large risks the surveyor shall submit the final report to the Company within 90 days of his appointment.

On receipt of all required information/ documents that are relevant and necessary for the claim, the Company shall, within a period of 30 days offer a settlement of the claim to the insured/claimant.

If the Company, for any reasons, decides to reject a claim under the policy, it shall do so within a period of 30 days from the receipt of last relevant and necessary document.

In the event the claim is not settled within 30 days as stipulated above, the insurer shall be liable to pay interest at a rate, which is 2% above the bank rate from the date of receipt of last relevant and necessary document from the insured/claimant by insurer till the date of actual payment.

5. Contribution (Not Applicable to Group Personal Accident Cover)

If, at the time of any claim, there is, or but for the existence of this **Policy,** would be any other **policy** of indemnity or insurance in favour of or effected by or on behalf of the Insured applicable to such claim, then the **Company** shall not be liable to pay or contribute more than its rateable proportion of any loss or damage. However, this condition will not be applicable to Section 9 (Group Personal Accident Cover) of this **Policy.**

6. Subrogation (Not Applicable to Group Personal Accident Cover)

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

However, this condition will not be applicable to Section 9 (Group Personal Accident Cover) of this **Policy.**

7. Fraud

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

8. Cancellation

i. Cancellation by You at any time

a. You can cancel this Policy at any time by giving Us 15 days' notice in writing. The Policy will terminate upon expiry of 15 days' notice in writing after We receive Your notice.

b. If You cancel the Policy, We will refund premium as follows:

Cancellation Period (Days)	Refund Amount as percentage of Annual Premium
Up to 7 Days	100%
8 to 270 days	Pro Data
271 to 365 days	0%

Note: No premium refund shall be made in respect of Policy on which claim has been lodged by the Insured or a person on behalf of the Insured, whether such claim was admitted or repudiated.

ii. Cancellation by Us

This **Policy** may be cancelled by or on behalf of the **Company** by giving the **Insured** at least 15 days written notice. and in such event if no claim has been made then the **Company** shall refund to the Insured a pro-rata premium for the unexpired **Policy Period.** Normally, We will not cancel the Policy during the Policy Period except on the grounds of mis-representation, nondisclosure/suppression of material facts, fraud, if any false/fraudulent claim is made, statement, undertaking or declaration is made or used or non-co-operation of the Insured. For the avoidance of doubt, the **Company** shall remain liable for any claim that was made prior to the date upon which this insurance is cancelled. In cases of cancellation of Policy by Us on grounds of misrepresentation, fraud, non-disclosure of material facts, or for false/fraudulent claim, statement, undertaking or declaration is made or used, premium shall be forfeited and no refund of premium shall be made by the **Company.**

9. Renewal Clause

Under normal circumstances, renewal will not be refused except on the grounds of **Your** moral hazard, misrepresentation and fraud. Under normal circumstances, renewal will not be refused except on the grounds of moral hazard, misrepresentation and fraud of the **Insured.**

Renewal Condition applicable for Group Personal Accident Cover: In case of our own renewal, a grace period of 30 days is permissible and the Policy will be considered as continuous. Any Accident / injury contracted during the break period will not be admissible under the policy.

On renewal, the benefits provided under the policy and/or terms and conditions of the policy including premium rate may subject to change.

10. Revision/ Modification of the Policy

There is a possibility of revision/ modification of terms, conditions, coverages and/or premiums of this product at any time in future, with appropriate approval from IRDAI. In such an event of revision/modification of the product, intimation shall be set out to all the existing insured members at least 3 months prior to the date of such revision/modification comes into the effect.

11. Dispute Resolution

(Applicable only in cases where this Policy is issued under Commercial Lines of Business) "The Insurer and Insured may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this Policy. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996."

Note:

1. Wherever this Policy is issued under retail lines of business, Arbitration clause shall not be applicable.
2. Arbitration clause shall not be applicable in case of Policies issued under commercial lines of business where Insured has specifically consented for no arbitration clause and no arbitration terms have been annexed to the Policy Schedule/Policy.

12. Notices

a. Any and all notices and declarations for the attention of the **Company** shall be submitted in writing and shall be delivered to the address specified in the Schedule.
b. Any and all notices and declarations for the attention of the Insured shall be posted to the **Insured** stated in the **Schedule.**

13. Governing Law

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

14. Entire Contract

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

15. Territorial Limits

This **Policy** covers insured events arising during the **Policy Period** within India, save in respect of Section 9 (Group Personal Accident Cover), wherein **Accidental Bodily Injuries** sustained during the **Policy Period** anywhere in the World (subject to the travel and other restrictions that the Indian Government may impose) are covered. The **Company's** liability to make any payment shall be to make payment within India and in Indian Rupees only.

Grievance Redressal Procedure

Bajaj General Insurance Limited has always been known as a forward-looking customer centric organization. We take immense pride in the spirit of service and the culture of keeping customer first in our scheme of things. In order to provide you with top-notch service on all fronts, we have provided you with multiple platforms via which you can always reach one of our representatives.

Level 1 In case you have any concern, you may please reach out to our Customer Experience Team through any of the following options: • Our Website www.bajajgeneralinsurance.com • Call us on our Toll free no 1800 209 5858 • Mail us on careforyou@bajajgeneral.com • Write to Bajaj General Insurance Limited Bajaj Insurance House, Airport Road, Yerwada Pune- 411006
Level 2 In case you are not satisfied with the response given to you by our team, you may write to our Grievance Redressal Officer at ggro@bajajgeneral.com
Level 3 If in case, your grievance is not resolved and you wish to talk to our care specialist, please Give a missed on +91 80809 45060 OR SMS to 575758 and our care specialist will call you back
If you are still not satisfied with the solutions provided, write to Head of Customer experience directly at head.customerservice@bajajgeneral.com
Grievance Redressal Cell for Senior Citizens Bajaj General introduces a dedicated team for all the senior citizens, so, no more wait time, no more standing in long queue. Senior citizens can now contact us on 1800-103-2529 or write to us at seniorcitizen@bajajgeneral.com

The contact details of the Ombudsman offices are mentioned in Annexure III.

If you are still not satisfied, you can approach the Insurance Ombudsman in the respective area for resolving the issue. The contact details of the Ombudsman offices are mentioned below:

NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMAN CENTRES

Office Details	Jurisdiction of Office Union Territory, District
AHMEDABAD - Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, AHMEDABAD – 380 001. Tel.: 079 – 25501201 /02 /05/06 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu
BENGALURU - Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka.
BHOPAL - Insurance Ombudsman Office of the Insurance Ombudsman, 1st floor, "Jeevan Shikha", 60-B, Hoshangabad Road, Opp. Gayatri Mandir, Bhopal – 462 011. Tel.: 0755 - 2769201 / 2769202 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh Chattisgarh.
BHUBANESHWAR – Insurance Ombudsman Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 – 2596461 / 2596455 Email: bimalokpal.bhubaneswar@cioins.co.in	Orissa.
CHANDIGARH - Insurance Ombudsman Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 – 4646394 / 2706468 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana (excluding Gurugram, Faridabad, Sonepat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.
CHENNAI - Insurance Ombudsman Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24333678 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry)
DELHI – Insurance Ombudsman Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23237539 Email: bimalokpal.delhi@cioins.co.in	Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonepat & Bahadurgarh.

GUWAHATI - Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001 (ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
HYDERABAD - Insurance Ombudsman 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 - 23312122 Email: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.
JAIPUR - Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 –2740363 / 2740798 Email: bimalokpal.jaipur@cioins.co.in	Rajasthan.
IERNAKULAM – Insurance Ombudsman Office of the Insurance Ombudsman, 10th Floor, Jeevan Prakash, LIC Building, Opp to Maharaja's College, M.G. Road, Ernakulam - 682 011. Tel.: 0484 – 2358759 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.
KOLKATA – Insurance Ombudsman Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 7th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124341 Email: bimalokpal.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands
LUCKNOW – Insurance Ombudsman Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow – 226 001. Tel.: 0522 - 4002082 / 3500613 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur,Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar..
MUMBAI - Insurance Ombudsman Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 69038800/ 27/ 29/ 31/ 32/ 33 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region (excluding Navi Mumbai & Thane).

NOIDA - Insurance Ombudsman Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Buddh nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
PATNA – Insurance Ombudsman Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand.
PUNE - Insurance Ombudsman 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- 24471175 Email: bimalokpal.pune@cioins.co.in	Maharashtra, Areas of Navi Mumbai and Thane (excluding Mumbai Metropolitan Region).

List of Ombudsman offices established by the Central Government for redressal of grievance are also available at https://www.cioins.co.in/Ombudsman

Note: Address and contact number of Governing Body of Insurance Council:
Council for Insurance Ombudsmen,
3rd Floor, Jeevan Seva Annexe,
S. V. Road, Santacruz (W),
Mumbai - 400 054.
E-mail: inscoun@cioins.co.in
Tel: 022 -69038800/69038812
Website: https://www.cioins.co.in