

OFFICE PACKAGE POLICY-SOOKSHMA
UIN: IRDAN123RP0085V02200203

WHEREAS the Insured described in the Schedule hereto by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to Cholamandalam MS General Insurance Co. Ltd.(hereinafter called the "Company") for the insurance hereinafter contained and has paid the premium as consideration for such insurance.

The Company hereby agrees

- (a) If the property hereby covered is lost, damaged or destroyed
- (b) If the Insured incurs liability covered hereunder
- (c) The Insured or the partners or staff or employees of the Insured permanently working with the Insured and covered under this Policy shall sustain bodily injury as described herein

at any time during the Period of Insurance stated in the Schedule herein then , subject to the terms, conditions, exceptions, exclusions and endorsements contained herein or endorsed or otherwise expressed hereon or annexed hereto, the Company will indemnify the Insured against such loss, damage or destruction of property or liability incurred, or pay the benefits specified herein as the case may be, but not exceeding in any one Period of Insurance in respect of each of the several items specified herein the sum set opposite thereto respectively in the Schedule.

General Exceptions

The Company shall not be liable in respect of:

1. Any claim, whether direct or indirect, occasioned by, happening through or arising from any consequences of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion revolution, insurrection, terrorism, military of usurped power or civil commotion or loot or pillage in connection herewith.
2. Any claim, whether direct or indirect, occasioned by, happening through or arising from terrorism.
3. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
4. Any claim / liabilities, directly or indirectly of whatsoever nature caused by or contributed by or arising from ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or from any nuclear weapons or from any nuclear weapons material, and similar other weapons of mass destruction.

In any action suit or other proceedings where the Company alleges that by reason of the above provisions any loss or damage is not covered by this Insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.

General Conditions

1. Every notice and communication to the Company required by this Policy shall be in writing to the Policy Issuing Office of the Company.
2. This policy shall be void and all premium paid hereon shall be forfeited to the company, in the event of misrepresentation, misdescription or non-disclosure of any material information.

3. Cancellation -

- i. The insured can cancel the policy at any time during the term, by informing the Company. The Company can cancel the policy only on the grounds of established fraud, by giving minimum notice of 7 days to the insured.
- ii. The company shall refund proportion premium for unexpired policy period, if the term of the policy is up to one year and there is no claim(s) made during the policy period.

5. It is expressly agreed between the parties that no interest shall be payable by the Company on any account whatsoever.

6. The Insured shall maintain proper accounts, updated on a daily basis, in the course of business that shall be open for scrutiny or verification by the company as and when they deem necessary.

7. The Insured shall upon the occurrence of any event giving rise or likely to give rise to a claim under any section of this Policy

(a) Allow the Company to make all enquiries, verification, survey, assessment by itself or through any person or persons as may be appointed by it. The insured shall render all assistance and co-operation in such process and shall furnish all particulars, documents, materials, evidence, proof as may be required by the Company or anyone authorized by it in that behalf for the purpose of considering the claim so made. If such particulars, documents, materials, evidence or proof is available with any third party, the insured shall obtain or give consent for obtaining the same from such third party, as may be required by the Company.

(b) Allow the Company or any representative thereof to examine, at all reasonable times, into the circumstances of such loss and Insured shall on being required so to do by the Company produce all books of accounts, receipts documents relating to or containing entries relating to the loss in his possession and furnish copies of or extracts from such of them as may be required by the Company so far as they relate to such claims or will in any way expect the Company to ascertain the correctness thereof or the liability of the Company under the Policy.

Documents required for Claim processing:

- a. Claim form,
- b. FIR/FR,
- c. Proof in support of Cause of Loss/Operation of Insured peril,
- d. Books of Accounts,
- e. Stock Register,
- f. Repair / Reinstatement Bills,
- g. Proof of Reinstatement,
- h. KYC documents PAN, ROC certificate, Aadhar, GST Registration Cert Etc.,
- i. Any other Document,
- j. **Turn Around Time** for claims settlement is 21 working days.

8. If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or device is used by the Insured or anyone acting on Insured's behalf, to obtain any benefit under this Policy all benefits shall be forfeited.

9. Unless the Company be advised and its written approval be obtained the Company shall not be liable hereunder in the event of any change in the nature of the business of the Insured or in the duties and conditions of service / occupation of the employees or if remuneration of the employee be reduced or its basis altered or if the precautions stated by the Insured with regard to accounting are not followed or if the Insured shall continue to entrust the employee with money or goods after having knowledge of any material fact bearing on the honesty of the employee.

10. In the event of the insured being aggrieved by

- (a) Any partial or total repudiation of claims by an insurer
- (b) Any dispute in regard to premium paid or payable in terms of the policy
- (c) Any dispute on the legal construction of policies in so far as such disputes relate to claims
- (d) Delay in settlement of claims
- (e) Non-issue of any insurance document to customers after receipt of premium

He /She may, wherever permissible subject to provisions of Redressal of Public Grievances Rules, 1998 approach the Insurance Ombudsman having jurisdiction for appropriate relief.

11. The due observance and fulfilment of the terms, conditions and endorsements of the Policy in so far as they relate to anything to be done or complied with by the Insured shall be a condition precedent to any liability of the Company to make any payment under this Policy.

12. This Policy may be renewed by mutual consent. The Company shall not be bound to accept any renewal premium or give notice that such renewal is due.

Warranties

It is warranted that:-

1) The Company's liability in respect of any item specified in the Schedule including any additional costs and expenses payable in connection with that item (unless specifically expressed as being payable in addition to the Sum Insured) shall not exceed the Sum Insured shown against such item or such other sum as may be substituted for it by any subsequent endorsement.

2) Whenever the offices are closed to business or left unattended, all doors and windows shall be properly secured and all keys for main Doors of Offices shall be removed from the Office. Further the keys of safes would be safely placed in a place other than where the safe is located. It is provided that breach of this warranty shall not be a bar to any claim for Loss or Damage caused other than by theft.

3) The building(s) containing offices are

a) Maintained in a good and substantial state of repair.

b) Occupied by the insured for office and residential purposes and do not form part of premises having manufacturing units, shops dealing in hazardous good, godowns containing hazardous goods.

Definitions

The terms defined herein under shall for the purpose of this Insurance and liability of the Company hereunder shall carry the meaning specified thereunder.

1. **"Insured"** shall mean the office or business establishment that stands covered under this policy.

2. **"Building"** shall mean the office/s which are insured under this policy of Insurance and shall be of Class 'A' construction only.

3. **"Money"** means currency that is legal tender in India

4. **"Valuables"** mean jewellery, securities, securities for money, stamps, bullion, deeds, bonds, bills of exchange, promissory notes, stock and share certificates, business books, manuscripts, documents of any kind, watches, furs, precious stones, gold and silver ornaments, travel tickets, camera lens and other property of similar nature.

5. **"Burglary and / or Housebreaking"** shall mean a) theft involving entry into or exit from the insured premises by forcible and violent means or b) theft following assault or violence or threat of violence to the Insured or any person in the direct employment of the Insured or member of the Insured's family.

6. **"Temporary Premises"** means a premise being occupied by the insured until the insured premises becomes tenable.

7. **"Accident"** means a sudden, unforeseen and unexpected physical event caused by external, violent and visible means.

8. **"Employee"** shall mean a permanent salaried employee of the Insured, not being on deputation or on the employment of a contractor.

9. **"Permanent Disability"** shall mean the permanent total loss of one or more limbs or part thereof and / or eyesight and / or hearing and / or speech

10. **"Immediate Family"** shall mean the spouse or the dependent parents of the person.

Part A - Property and related risks

Exceptions (applicable to Part A in addition to General exceptions mentioned above)

This policy does not cover

1. Loss or damage to property not belonging to the insured whether held in trust, commission or otherwise.
2. Loss or damage caused by depreciation or wear and tear.
3. Loss, destruction or damage caused to the insured property by pollution or contamination excluding
 - a) Pollution or contamination which itself results from a peril hereby insured against.
 - b) Any peril hereby insured against which itself result from pollution or contamination
4. Loss by theft during or after the occurrence of any insured peril except as provided under Riot, Strike, Malicious and Terrorism Damage cover.
5. Loss or damage to property insured if removed to any building or place other than in which it is herein stated to be insured, except machinery and equipment temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding 60 days.

Conditions (applicable to Part A in addition to General conditions mentioned above)

1. The Insured shall take all reasonable steps to safeguard the property insured against any loss or damage. The Insured shall exercise reasonable care that only competent employees are employed and shall take all reasonable precautions to prevent all accidents and shall comply with all statutory or other regulations.
2. The Insured shall upon the occurrence of any event giving rise or likely to give rise to a claim under the Policy
 - (a) In the event of the theft, lodge forthwith a complaint with the Police and take all practicable steps to apprehend the culprits and to recover the property lost.
 - (b) Give immediate notice thereof to the Company and shall within Fourteen (14) days thereafter furnish to the Company at his own expense, detailed particulars of the amount of the loss or Damage together with such explanations and evidence to substantiate the claim as the Company may require.
3. If at the time of any loss or damage happening to any property hereby insured there be any other subsisting insurance or insurances whether effected by the Insured or by any other person or persons covering the same property, the Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.
4. **Multiple policies involving Bank or other lending or financing entity** - If at the time of any claim, in case there is more than one Insurance Policy issued to the insured covering the same risk, the insurer will not apply Contribution clause. Underinsurance will be applied on an overall basis taking into consideration the sum insured under all policies and comparing it with the value at risk.
5. The Company may, at its option, reinstate, replace or repair the property or premises lost or damaged or any part thereof instead of paying the amount of loss or damage or may join with any other Insurer in so doing but the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of occurrence of such loss/damage or more than the Sum Insured by the Company thereon.
6. If the property hereby insured shall at the time of any loss or damage be collectively of greater value than the Sum Insured hereon then the Insured shall be considered as being his own Insurer for the difference and shall bear a rateable proportion of the loss or damage accordingly. Every item, if more than one of the Policy, shall be separately subject to this condition.
7. Where the value of the property of the insured under any section, exceeds the maximum Sum Insured thereunder, the Insured shall independently cover the property under that section by way of a separate insurance policy.

Section I – Building and Office contents

Words stated in the table below have a special meaning throughout this Policy and the Policy Schedule. These words with special meaning are stated in the Policy with the first letter in capitals.

WORD/S	SPECIFIC MEANING
Agreed Value	An amount agreed between You and Us at the Policy Commencement Date for items the value of which cannot be ascertained.
Bank	A bank or any financial institution
Building	Any building or structure in Your Premises, where You carry on Your Business. It includes: <ul style="list-style-type: none"> a. Basement (if any), all fixtures and fittings permanently attached to the floor, walls or roof like electrical wiring, antennas etc. b. The following ‘additional structures’ located on Your Premises and used for Your Business, that are shown in the Policy Schedule: <ul style="list-style-type: none"> i. garage, out-houses, security sheds, towers, verandah or porch, tanks, compound walls, retaining walls, fences, gates and internal roads, ii. lifts, hoists, iii. solar panels, wind turbines and air conditioning systems, central heating systems, security systems and cameras, electrical installations, fire alarm, fire sprinkler systems, power lines, power installations, iv. water, gas and sewage pipeline within Your premises or v. any other structure shown in the Policy Schedule
Business	Your commercial enterprise, trade or profession as shown in the Policy Schedule.
Commencement Date	It is the date and time from which the insurance cover under this Policy begins. It is shown in the Policy Schedule.
Contents	Those articles or things in Your Premises that are not permanently attached or fixed to the structure of Your Premises.
Endorsement	A written amendment to the Policy that We make (additions, deletions, modifications, exclusions, or conditions of an insurance policy) which may change the terms or scope of the original policy.
Excess	It is the amount that You must bear in each and every claim before We become liable to pay.
Insurable Assets	All Buildings, Plant and Machinery, Furniture, Fixtures and Fittings, Stocks and other Contents which, for the purposes of Your Business on any one location, You own, or hold as tenant or occupant, or hold in trust or on commission, or are legally responsible for as part of Your trade, even if You have not taken insurance cover for any of them.
Insured Property	The Building, Plant and Machinery, Furniture, Fixture and Fittings, Stocks and any other Contents that are declared and insured by You under this Policy, and are located in Your Premises unless specifically stated in this Policy. The Insured Property is shown in the Policy Schedule.
Kutchha Construction	Building(s) having walls and/or roofs of wooden planks/thatched leaves and/or grass/hay of any kind/bamboo/plastic cloth/asphalt/canvas/tarpaulin and the like.
Market Value	Market Value means new Replacement/Reinstatement Value minus depreciation reckoned as on the date of loss.
Money	Cash, bank and currency notes, credit cards, telephone cards, cheques, crossed banker’s drafts, postal orders, luncheon vouchers, current postage stamps, trading stamps, National Savings Certificates, Premium Bonds, credit sales vouchers or receipts, unexpired units in franking machines, gift tokens and consumer redemption vouchers belonging to You or for which You are responsible.
Partial Loss	Any loss other than Total Loss.

Plant and Machinery	All equipment, machinery, pipes and cables, spares, computers, servers and preloaded licensed system software located within any structure or in the open area of Your Premises. It includes <ul style="list-style-type: none"> i. machines under repair, ii. machines taken on hire or lease, or through any system of purchase of goods, iii. foundation, bedding or setting of the machines, or iv. accessories of machines.
Policy Period	Policy period means the period commencing from the effective date and time as shown in the Policy Schedule and terminating at Midnight on the expiry date as shown in the Policy Schedule or on the termination of or the cancellation of Insurance as provided for in General Condition 3 of this Policy, whichever is earlier.
Policy Schedule	The document accompanying and forming part of the Policy that gives Your details and of Your insurance cover, as described in Clause A (3) of this Policy.
Premium	The premium is the amount You pay Us for this insurance. The Policy Schedule shows the amount of premium for the Policy Period and all other taxes and levies.
Pucca Construction	Construction other than Kutcha Construction.
Reinstatement/Replacement	Reinstatement/Replacement is defined as: <ul style="list-style-type: none"> i. the reconstruction of buildings or replacement of other property lost or destroyed. ii. the repair or partial replacement of property damaged. In either case, to a condition substantially the same as but not superior, better or more extensive than its condition if it were new on the date it is damaged or destroyed.
Reinstatement/Replacement Value	This is the amount at which the Insured Property can be reinstated or replaced by a similar property, without deducting depreciation, and to the extent required to bring that Property to a condition substantially the same as, but not superior, better or more extensive than its condition if it were new on the date it is damaged or destroyed.
Stocks	Any stock of goods or merchandise. It may be: <ul style="list-style-type: none"> i. Finished goods, semi-finished goods, stock in process, stock invoiced and ready for dispatch, ii. Raw materials, packing materials, or iii. Stock held in trust for which You are responsible. iv. Stock in Open in the Insured Premises
Sum Insured	The amount shown as Sum Insured in the Policy Schedule. It represents Our maximum liability for each cover or part of cover and for each loss, as applicable.
Total Loss	A situation where the Insured Property or item is completely destroyed, lost, or damaged beyond retrieval or repair, or the cost of repairing it is more than the Sum Insured of that item or in total.
We, Us, Our, Insurer	The Cholamandalam MS General Insurance Company Ltd. Insurance Company that has provided Insurance Cover under this Policy; of the Company.
You, Your, Insured	The Insured Person/s, Company or other entity shown in the Policy Schedule who has/have purchased Insurance Cover under this Policy; of such Insured Person/s
Your Premises	The premises in which You carry on Business that is occupied by You for the purposes of Business declared to Us and is reflected in the Policy Schedule.

CLAUSE B. INSURED EVENTS

We give insurance cover for physical loss or damage, or destruction caused to Insured Property by the following unforeseen events occurring during the Policy Period.

The events covered are given in Column A and those not covered in respect of these events are given in Column B.

	COLUMN A	COLUMN B
	We cover physical loss or damage, or destruction caused to the Insured Property by	We do not cover loss or damage, or destruction caused to the Insured Property by
1.	Fire, including due to its own fermentation, or natural heating or spontaneous combustion.	caused by a. its undergoing any heating or drying process, or b. burning of Insured Property by order of any Public Authority.
2.	Explosion or Implosion	a. caused to boilers, economizers or other vessels, machinery or apparatus in which steam is generated, or their contents, resulting from their own explosion or implosion, or b. caused by centrifugal forces.
3.	Lightning	-
4.	Earthquake, volcanic eruption, or other convulsions of nature	-
5.	Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Tsunami, Flood and Inundation,	-
6.	Subsidence of the land on which Your Premises stand, Landslide, Rockslide	caused by a. normal cracking, settlement or bedding down of new structures, b. the settlement or movement of made up ground, c. coastal or river erosion, d. defective design or workmanship or use of defective materials, or e. demolition, construction, structural alterations or repair of any property, or groundworks or excavations.
7.	Bush fire, Forest fire, Jungle fire,	-
8.	Impact damage of any kind, i.e., damage caused by impact of, or	a. caused by pressure waves caused by aircraft or other aerial or space b. caused by vehicle, animal or aircraft belonging to or owned by Insured or their employee while acting in the course of employment
9.	Missile testing operations	-
10.	Riot, Strikes, Malicious Damages	caused by a. total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind, b. temporary or permanent dispossession, confiscation, commandeering, requisition or destruction by order of the government or any lawful authority, or c. temporary or permanent dispossession of any Building by unlawful occupation by any person.
11.	Acts of terrorism (Coverage as per Terrorism Clause attached.)	Exclusions as per Terrorism Clause attached.
12.	Bursting or overflowing of water tanks, apparatus and pipes,	-

13.	Leakage from automatic sprinkler installations.	a repairs or alterations in the Building in which Your Business is located, b repairs, removal or extension of any sprinkler installation, or c defects in the construction known to You.
14.	Theft within 7 (seven) days from the occurrence of and proximately caused by any of the above Insured Events	if it is a of any article or thing outside Your Premises, or b of any article or thing attached from the outside of the outer walls or the roof of Your Premises, unless securely mounted.

CLAUSE C. THE STANDARD COVER

1. WHAT WE COVER:

We cover physical loss or damage, or destruction of any Insured Property because of any Insured Event stated in **Clause B** of this Policy and subject to the exclusions stated in **Clause D** of this Policy subject to all terms and conditions of this Policy. We also give **In- built** Covers without charging additional premium which are stated in **Clause C (4)** of this Policy.

2. BASIS OF SUM INSURED:

- i. For Building, Plant and Machinery, Furniture, Fixture and Fittings and any other contents:
Reinstatement Value
- ii. For Stocks:
 - a. For raw material: landed cost at Your Premises.
 - b. For stock in process: input cost of the stock at the time of loss.
 - c. For finished stock: the manufacturing cost of the finished stock or the **Contract Price** of goods sold but not delivered and more precisely defined below.

Contract Price is in respect only of goods sold but not delivered, for which You are responsible and with regard to which under the conditions of the sale, the sale contract is cancelled by reason of any Damage insured under this Policy either wholly or to the extent of the Damage. The Company's liability shall be based on the Contract Price.
- iii. Bullion or unset precious stones, any curios or works of art or obsolete machinery and the like are to be covered on Agreed Value basis subject to a valuation certificate being submitted and found acceptable by Us.

3. RESTORATION OF SUM INSURED:

Except as stated in General Condition 3 of this Policy, the insurance cover will, at all times, be maintained during the Policy Period to the full extent of the respective Sums Insured. This means that after We have paid for any loss, the policy shall be restored to the full original amount of Sum Insured. You must pay to Us proportionate premium for the unexpired Policy Period from the date of loss. We can also deduct this premium from the net claim that We must pay You.

Notwithstanding the above, the Sum Insured shall stand reduced by the amount of loss in case You, immediately on occurrence of loss, exercise Your option not to restore the Sum Insured.

4. IN-BUILT COVERS:

If We agree to pay Your claim for loss or damage to the Insured Property, We will also pay for the following loss or damage and expenses.

4.1. ADDITIONS, ALTERATIONS OR EXTENSIONS:

We cover Buildings, Plant, Machinery, and Furniture and Fittings, or other Contents which You will erect, or acquire, or for which You will become responsible, after the Commencement Date, in the Insured Premises. We will pay for that item as follows:

- i. You inform Us of the item so erected or acquired within 7 (seven) days of it becoming

- known to You,
- ii. such item of Property is not otherwise insured,
- iii. maximum limit under this cover is 15% (excluding stocks),
- iv. subject to Underinsurance provisions of **Clause F** of this Policy.

4.2. TEMPORARY REMOVAL OF STOCKS:

We cover stock temporarily removed to any other premises for the purposes of fabrication, processing or finishing, or other similar purposes subject to the following conditions:

- i. maximum cover will be 10% of the Sum Insured for Stock,
- ii. such stock is not otherwise insured.

4.3. COVER FOR SPECIFIC CONTENTS:

We cover the following, as applicable:

- a. Money for an amount not exceeding ₹50,000 (Rupees Fifty Thousand) during the policy period.
- b. Deeds, manuscripts and business books, plans, drawings, securities, obligations or documents of any kind, but only for the cost of the materials and clerical labour expended in reproducing such records for an amount not exceeding ₹50,000 (Rupees Fifty Thousand) during the policy period.
- c. Computer programmes, information and data but only for the cost of the materials and clerical labour expended in reproducing such records for an amount not exceeding ₹5 Lakh (Rupees Five Lakh) during the policy period
- d. Employees', Directors', visitors' personal effects of every description (other than motor vehicles) for an amount not exceeding ₹15,000 (Rupees Fifteen Thousand) per person for a maximum of 20 (twenty) persons during the policy period.

4.4. START-UP EXPENSES:

We cover start-up costs necessarily and reasonably incurred by the insured in respect of insured risk consequent upon a loss or damage covered by this policy for an amount not exceeding ₹ 5 Lakh (Rupees Five Lakh) during the policy period.

4.5. PROFESSIONAL FEES:

We will pay the expenses that You incur towards reasonable fees of Architects, Surveyors and Consulting Engineers as follows:

- i. The fees are paid for preparing plans, specification tenders and quantities, and services in connection with the superintendence of the reinstatement of the Insured Building, Machinery, Accessories or Equipment;
- ii. The maximum We pay is 5 % of the claim amount;
- iii. We do not cover fees or costs for preparing any claim or estimate of loss or damage by the Insured Perils.

4.6. COSTS FOR REMOVAL OF DEBRIS:

We will pay reasonable expenses You incur towards removal of debris of any Insured Property from Your Premises, and dismantling, demolishing, **shoring** up or propping up of Insured Building or Machinery. The maximum We pay is 2 % of the claim amount.

4.7. COSTS COMPELLED BY MUNICIPAL REGULATIONS:

We pay such additional cost of reconstruction or reinstatement of the Insured Property that is incurred solely because You must comply with any regulations or bye-laws of any municipal or local authority, or any provision of any State or Central Act, Rules or regulations. We cover these costs on the following conditions:

- i. You must commence the repairs, or reconstruction or reinstatement of the Insured Property, within a reasonable time after the date of damage or destruction. You must complete the repairs, reconstruction or reinstatement within reasonable time, in any

- case not beyond 12 months from the date of damage or destruction, or within such time as We may allow in writing
- ii. If Our Liability is reduced under any term or condition of this Policy, Our liability under this extension will also be proportionately reduced.
 - iii. All other terms and conditions of this Policy will apply to this extension.
 - iv. These costs will not include
 - a. the costs incurred for complying with such regulations,
 - for destruction or damage occurring before Commencement Date,
 - for destruction or damage not insured under this Policy,
 - under which You have received notice before the destruction or damage occurred.
 - b. any additional cost required to repair or reconstruct the Insured Property to a condition equal to its condition when new, had the need to comply with the regulation not arisen.
 - c. the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the Insured Property or by the owner thereof by reason of compliance with any of the aforesaid regulations or bye-laws.

Would be paid upto within the Policy Sum Insured

Standard Add-on

You can purchase the following standard Add-on on payment of additional Premium.

Declaration Policy for Stocks: Cover for frequent fluctuations in stock/stock values on declaration basis.

CLAUSE D. EXCLUSIONS, THAT IS, WHAT WE DO NOT COVER

We do not cover losses or expenses, or any loss, damage to, or destruction of the Insured Property, directly or indirectly as a result of or if caused by or arising from events, stated below:

1. i. Excess of 5% of claim amount subject to a minimum of ₹10,000 (Rupees Ten Thousand) for each claim.
ii. For terrorism risk the Excess shall be as per the clause attached to this policy.
2. Your deliberate, wilful or intentional act or omission, or of anyone on Your behalf, or with Your connivance.
3. Loss, damage or destruction to any electrical/electronic machine, apparatus, fixture, or fitting by over-running, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity from whatever cause (lightning included). This exclusion applies only to the particular machine so lost, damaged or destroyed. However, any ensuing loss or damage to other insured property due to operation of an insured peril is covered.
4. Loss, destruction or damage to the stocks in cold storage premises caused by change of temperature.
5. Loss, or damage by spoilage resulting from the retardation or interruption or cessation of any process or operation caused by operation of any of the Insured Events.
6. Your Premises or any Insured Building remaining continuously unoccupied for a period of more than 30 days, unless You have obtained prior written approval from Us and such approval is recorded as an endorsement on the Policy.
7. War, invasion, act of foreign enemy hostilities or war-like operations (whether war is declared or not), civil war, mutiny, civil commotion amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
8. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component that is part of it.
9. Pollution or contamination, unless
 - i. the pollution or contamination itself has resulted from an Insured Event, in which case only physical damage to the Insured Property is covered, or
 - ii. an Insured Event itself results from pollution or contamination.

- 10 Loss, destruction or damage to bullion or unset precious stones, any curios or works of art unless such amount is declared separately and recorded in the Policy Schedule.
- 11 Loss of any Insured Property which is missing or has been mislaid, or its disappearance cannot be linked to any single identifiable Insured Event.
- 12 Loss, destruction or damage to bullion or unset precious stones, any curios or works of art unless such amount is declared separately and recorded in the Policy Schedule.
- 13 Loss of any Insured Property which is missing or has been mislaid, or its disappearance cannot be linked to any single identifiable Insured Event.
- 14 Loss or damage to any Insured Property removed from Your Premises to any other place, except
 - i. machinery and equipment temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding 60 days,
 - ii. Stock covered under **Clause (C) (4.3)** of this Policy-.
- 15 Any reduction in market value of any Insured Property after its repair or reinstatement.
- 16 Loss or damage to any Insured Property or any claim which is covered by a marine policy in force at the time of loss or damage, except in excess of the limits of that policy.
- 17 Any consequential or indirect loss or damage of any description, i.e. losses or extra costs (financial or non-financial) that follow or are a consequence of an Insured Event, like, loss by delay, loss of income or wages or earnings, or of market, or of time, medical expenses, or any costs not covered by this Policy.
- 18 Costs, fees or expenses for preparing any claim.

CLAUSE E. WHAT WE PAY

If any Insured Property is physically damaged, lost or destroyed, We will pay You as follows:

1. Partial Loss:
 - i. If any Insured Property is a Partial Loss, We will reimburse to You the cost of repairs to the extent required to bring that Property to a condition substantially the same as, but not superior, better or more extensive than its condition if it were new on the date it was damaged.
 - ii. If any Insured Stock is a Partial Loss We will pay You to the extent of the loss of such Partial Loss.
2. If Building or Plant and Machinery or Furniture, Fixture, Fittings is a **Total Loss**, We will pay You for
 - i. The Reinstatement/Replacement Value of the Building or Plant and Machinery or Furniture, Fixture, Fittings.
 - ii. Reconstruction of the new building on the same site, or another site. If You reconstruct the new Building or Reinstatement the Plant and Machinery or Furniture, Fixture, Fittings on another site We will not pay You more than what We would pay to reconstruct or replace on the same site.
 - iii. Reinstatement using standard material readily available and in common use for similar type of Building.
3. If the Stock is a **Total Loss**, We will pay You as follows:
 - i. landed cost at Your Premises for Stock of raw materials,
 - ii. total manufacturing cost for Stock of finished goods,
 - iii. the input value of Stock in process at the time of loss,
 - iv. The Contract Price in case of goods sold but not dispatched, and lying within Your premises for which You are responsible under the terms of a contract of sale. We will pay Your claim on the basis of the Contract Price, if the sale is cancelled wholly or to the extent of loss or damage caused by an Insured Event covered by this Policy. For the purposes of this para, the value of all goods to which this basis of settlement could apply in the event of loss or damage will also be ascertained on the same basis.

4. You must commence the repairs or Reinstatement within a reasonable time after the date of the damage or destruction. You must complete the repairs or Reinstatement within reasonable time, in any case not beyond 12 months from the date of damage or destruction, or within such time as We may allow in writing.
5. If You fail to start the work of the repairs or Reinstatement within reasonable time, or to complete the repairs or Reinstatement within time We will pay Your claim based on the Market Value of the Building, Plant and Machinery, Furniture, Fixture, Fittings as the case maybe.
6. We will pay the Market Value of the Building, Plant and Machinery, Furniture, Fixture and Fittings at the time it is a Total Loss, but not more than the relevant Sum Insured,
 - i. If the Building cannot be Reinstated or rebuilt due to Municipal, State or Central law, rules, regulations or bye-laws,
 - ii. If You do not wish to Reinstale the Building, Plant and Machinery, Furniture, Fixture, Fittings.
7. We will also pay other amounts mentioned in **Clause C (4)** of this Policy

NOTE: In any claim, We will not pay more than the relevant Sum Insured, subject to Underinsurance as stated in Clause F of this Policy.

CLAUSE F. UNDERINSURANCE

1. The Sum Insured for each item of Insured Property must be sufficient to pay for Reinstatement/Replacement of that Property on the date of loss. If the Reinstatement/Replacement Value of the Insured Property, in totality, including additions, alterations, erections and new acquisitions, is more than the Sum Insured, except to the extent waived in **Clause F (3)** of this Policy, it amounts to underinsurance, and will reduce proportionate to the difference from the amount that We will pay for Your claim.
2. Every item of Insured Property is subject to this condition separately.
3. Under this **Bharat LAGHU Udyam Suraksha** Policy, We will waive underinsurance upto 15%.
4. If at the time of damage, the Sum Insured applicable to the relevant Buildings, Plant and Machinery, Furniture, Fixture, Fittings, Stocks and other Contents is less than 85% of the value of Insurable Assets You will be responsible for the difference and You will bear a proportionate share of the loss.
5. Underinsurance will not apply to **Cover for Specific Contents**.

Note: The cost for Reinstatement of additions made to Insured Property during the Policy Period will be reckoned from the date of addition.

DESIGNATION OF INSURED PROPERTY

For the purpose of determining under which item any Property is insured, We agree to accept the designation under which such Property appears in Your books of account.

Section II - Burglary and Housebreaking for Contents excluding Money and Valuables

Sectional Operating Clause

The Company indemnifies the Insured in respect of loss or damage to the contents whilst contained in the insured property stated in the schedule by Burglary and/or Housebreaking occurring in a manner as defined herein under.

- a. Theft involving entry into or exit from the insured premises by forcible and violent means or
- b. Theft following assault or violence or threat to the Insured or any employee of the Insured or member of the Insured's family

Immediate notice of loss in writing, which in any case should be within 24 hours of occurrence of the event, should be given to the company and complaint lodged with police authorities.

Special Exclusions

The Company shall not be liable in respect of:

- (a) Loss or damage by burglary and/or housebreaking where any employee of the Insured or member of the Insured's family is involved as principal or accessory.
- (b) Loss or damage to livestock, motor vehicles and pedal cycles.
- (c) Loss of or damage to money, securities for Money or Valuables.

Section III - Money Insurance

Sectional Operating Clause

This section indemnifies the Insured against loss of Money relating to Business or Profession

- I. By accident or misfortune whilst in direct transit between the Insured's premises stated in schedule 1A and bank (including any extension counter, Automated Teller Machine) or vice verse.
- II. By Burglary and/or Housebreaking from within a locked safe which is burglar resistance or steel cupboards/cashbox in the premises stated in section 1A of the Schedule.
- III. Whilst lying in the cashier's till in the insured premises stated in section 1A of the schedule, during business hours consequent to or following assault and/or violence against the Insured or any II. III. employee of the Insured or any threat, provided always that such money are in custody of a responsible person entrusted with the work of handling cash.

Subject to the limits specified in the schedule, provided always that, this section shall also indemnify the Insured towards cost of replacement or repair of the Insured's safe in the office in the event of its being damaged by thieves, burglars.

- (a) In no event the Company shall be liable for any loss falling under this Section, which is not discovered within a period of 48 hours from its occurrence and not notified forthwith to the Company in writing.
- (b) A complete account of cash in safe, steel cupboards, cash box and/or other places under lock and key, shall be kept secured in some place other than the place where the money covered is kept.
- (c) The liability of the Company shall be limited to the amount actually shown by such records not exceeding the amount stated in the Schedule under this section.

Special Exclusions

This Company shall not be liable in respect of:

- (a) Shortage of money due to error or omission
- (b) Loss of money entrusted to any person other than Insured, authorised employee of Insured
- (c) loss of money where any employee of Insured or member of the Insured's family is concerned as principal or accessory or arising out of or attributable to an act of fraud or dishonesty committed by one or more of the employees carrying the money.
- (d) Shortage due to error or omission.
- (e) loss of money by removal from safe, cupboard or cashbox following the use of the original or duplicate Key unless such key has been obtained by assault or violence or any threat thereat against the insured or any person under his direct employment.

Section IV - Temporary Relocation

Sectional Operating Clause

This section indemnifies the insured, subject to the limits indicated in the schedule, in respect of Expenses incurred for relocating the existing business to a Temporary Premises necessitated due to damage of the insured premises by operation of a peril named in section 1 occurring during the period of this insurance.

Provided that, indemnity under this section would be available only in the event of actual physical damage to the building and not for relocation due to any other cause.

For the purpose of this section, "Expenses" shall mean rent for temporary premises, cost of packing the contents in the insured premises and cost of moving from the existing premises to the temporary premises.

Special Conditions

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

Section V – Electronic Equipment**Sectional Operating Clause**

This section indemnifies the Insured against any unforeseen and sudden physical loss or damage to Electronic equipment detailed in the schedule, belonging to the insured and is insured under section 1B, from any cause, other than those specifically excluded, in a manner necessitating repair or replacement, by payment is cash, replacement or repair (at the option of the Company), upto an amount not exceeding during the period of Insurance in respect of each of the items specified in the Schedule the Sum set opposite thereto and not exceeding in all the total Sum expressed in the Schedule as Insured hereby.

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

Special Exclusions

The Company shall not, however, be liable for

- a) Fire and Special perils covered under section 1
- b) 10% (Ten Percent) of the claim amount subject to a minimum of Rs. 5,000/- (Five Thousand only) for each and every occurrence of damage.
- c) The Excess stated in the Schedule to be borne by the Insured in any one occurrence; if more than one item is lost or damaged in one occurrence, the Insured shall not, however, be called upon to bear more than the highest single excess applicable to such items;
- d) 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;
- e) Loss or damage as a direct consequence of the continual influence of operation (e.g. wear and tear, cavitations, erosion, corrosion, incrustation) or of gradual deterioration due to atmospheric conditions;
- f) 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;
- g) 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;
- h) Loss or damage to be made good by the manufacturer, supplier or maintenance contractor either in law or under contract;
- i) 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;
- j) Consequential loss or liability of any kind or description;
- k) 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);

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

m) The cost of any alterations, improvements or overhauls.

n) Cessation of work total or partial.

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

Warranty

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

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

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

Provided that this warranty shall not apply if the additional premium as required by the Company is paid by the insured for deletion of this warranty.

Basis of Indemnity:

a) In cases where damage to an insured item can be repaired the Company will pay expenses necessarily incurred to restore the damaged machine to its former state of serviceability plus the cost of dismantling and 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 herein above equals or exceeds the actual value of the machinery insured immediately before the occurrence of the damage, the settlement shall be made on the basis provided below.

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

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

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

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

Section VI - Cost of Reinstatement of Data

Sectional Operating Clause

This section indemnifies the Insured against the cost of reinstating data on data carrying materials and for programmes In the event of damage to data contained in or on data carrying materials or to programmes, upto an amount not exceeding during the period of Insurance the Sum expressed in the Schedule as Insured hereby. The cover applies while such insured data and programmes are kept in the offices.

Special Exclusions

The Company will not be liable for:

- a) 5% (Five percent) of the claim amount subject to a minimum of Rs. 2,500/- (Two thousand five hundred only) for each and every occurrence of the damage.
- b) Data carrying materials not stored in accordance with or stored for a larger period than stated in the maker's instruction.
- c) Erasure, destruction, distortion or corruption resulting from an unidentifiable occurrence.
- d) Any cost arising from false programming, punching, labelling or inserting inadvertent cancelling of information caused by magnetic fields.
- e) Loss discovered more than six calendar months after its occurrence.
- f) Cost incurred for alteration or improvement of data/programme.
- g) Intrinsic value of data/programme.
- h) Programme which cannot be exchanged by user.

Special Condition

- a) The amount payable under this section shall be towards any expenses incurred by Insured within a period of 12 (Twelve) months as from date of the occurrence, for the purpose of restoring the insured external data and/or programmes or if such reproduction is not effected within 12(Twelve) months as from date of the occurrence strictly for the purpose of restoring the insured external data and/or programmes 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.
- b) If it not necessary to reproduce lost data and/or programmes or if such reproduction is not effected within 12 (Twelve) months after the occurrence, the Company shall be only be liable to indemnify under this section the expenses incurred for replacing the lost or damaged data carrying material by new data carrying material.

Section VII – Portable Computers

The section will indemnify the Insured against damage during the period of this Policy to Portable Computer specified in the Schedule and belonging to Insured and in personal custody of Insured, employee or director whilst anywhere in India for the purpose of business or profession.

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

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

Section VIII – Plate Glass

Sectional Operating Clause

This section indemnifies the Insured in respect of any Damage to fixed Plate Glass specified in the Schedule, in the insured premises subject to the limits specified in the schedule, caused by accidental breakage provided that

the liability of the Company in respect of any loss or all losses in any one Period of Insurance is limited to the sum set against in the Schedule.

Special Conditions

1. Plate Glass shall mean completely and securely fixed flat glass within the Insured Premises (including Plate Glass of display / show windows of the Premises) and described in the Schedule excluding its glazing and/or lettering and /or ornamentation and /or any surface treatment or surfacing unless specifically described and declared for insurance.

2. Plate Glass shall however not include

- a) External signboards
- b) Plate Glass of doors to the Insured Premises unless specifically declared
- c) Glass that constitutes or is part of the building facade.

3. Damage shall mean sudden and accidental fracture visible to the naked eye extending through the entire thickness of the Plate Glass but shall not include

- a. Any other disfiguration or damage to the Plate Glass
- b. Any disfiguration or damage only to the glazing or lettering or ornamentation and /or any surface treatment or surfacing thereon.

Special Exclusions

The Company shall not be liable in respect of:

- (a) 5% of each and every claim subject to a minimum of Rs. 1000/-
- (b) Breakage or damage during removal, alterations and/or repairs on or about the insured premises.
- (c) Breakage of lettering unaccompanied by breakage or damage of glass.
- (d) Breakage of or damage to frame work of any description, unless specifically declared.
- (e) Disfiguration or scratching or damage of glass other than fracture extending through the entire thickness of glass.
- (f) Embossed, silvered, lettered, ornamental, curved or any glass whatsoever, other than glass which is plain and of ordinary glazing quality unless the same be specifically declared.
- (g) Breakage of glass not completely and securely fixed.
- (h) loss or damage consequent upon interruption or delay of business or other loss, damage or injury arising from breakage of glass or during replacement thereof.

Section IX - Neon Sign / Glow Sign**Sectional Operating Clause**

This section indemnifies the Insured, upto the limit stated in the schedule against Loss or Damage to Neon Sign or Glow sign belonging to the Insured by fire or any of the perils mentioned in section 1 or by accidental external means.

Special Exclusions

The Company shall not, however, be liable for

- (a) 5% of each and every claim subject to a minimum of Rs. 1000/-
- (b) The fusing or burning out of any Bulbs and/or Tubes arising from short-circuiting or arcing or any other mechanical or electrical breakdown or faults.
- (c) Mechanical or electrical breakdown, failure, breakage, over-running, over-heating, overloading or strain,
- (d) The actions of sun, rain, hail, flood, bad weather or other atmospheric conditions.

Section X - Personal Baggage

Sectional Operating Clause

This section indemnifies the Insured in respect of loss of or damage to the Personal Baggage of the Specified Person anywhere in India, lost, destroyed or damaged by accident or misfortune, subject to the limit specified in the Schedule.

Special Exclusions

The Company shall not be liable in respect of

- (a) Loss of or damage to Money or Valuables
- (b) loss or damage due to cracking, scratching or breakage of lens of glass, whether part of any equipment or otherwise or to China marble, gramophone records and other articles of brittle or fragile nature, unless such loss or damage arises from accident to vessel, train, vehicle or aircraft by which such property is conveyed.
- (c) Loss or damage whilst being conveyed by any carrier under contract of affreightment.
- (d) Loss of or damage to articles which did not form part of the contents of any of the packages when the journey commenced, unless specifically declared and accepted by the Company.
- (e) Loss or destruction of or damage to articles of consumable nature.
- (f) Loose articles such as Sticks, Straps, Umbrellas, Sunshades, Fans, Deck Chairs, property in use of the voyage and/or journey or articles or clothes whilst being worn on the person or carried about.
- (g) loss destruction or damage caused by or arising from the leakage, spilling or exploding of liquids, oils or materials of a like nature, articles of dangerous or damaging nature.

Special Conditions

- (a) Where any item insured hereunder consists of articles in pair or set, the Company's liability in respect thereof shall not exceed the value of any particular part or parts which may be lost or damaged without reference to any special value which such article or articles may have as part of such pair or set and in any case not more than a proportionate part of the insured value of the pair or set.
- (b) In the event of loss or damage the Insured shall at once give notice to the Police and take all practicable steps for discovering and punishing the culprits and for tracing and recovering the property lost.

Section XI – Breakdown of Office Appliances

Sectional Operating Clause

This Section indemnifies the Insured against any unforeseen and sudden physical loss or damage by electrical or mechanical breakdown detailed in the schedule, sustained during the currency of Policy to Office's electrical or mechanical appliances, apparatus, gadgets or any electrical or mechanical installation which are not older than 5 (Five) years in age, while contained in or fixed at office Property belonging to the insured, and are specified in the Schedule, from any cause, other than those specifically excluded, in a manner necessitating repair or replacement, by payment in cash, replacement or repair (at the option of the Company), upto an amount stated in the Schedule.

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

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

Special Condition

- a) The Amount payable under this section shall include expenses necessarily incurred to restore the damaged property to its former state of serviceability plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs as well as custom duties and other dues if any to the extent such expenses have been included in the Sum Insured.
- b) No deduction shall be made towards depreciation in respect of parts replaced except for parts with limited life of use but the value of salvage will be taken into account.
- c) If the cost of repairs equals or exceeds the actual value of the Insured item immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in d) below.
- d) In case of total loss claims, the Company will pay actual value of the item immediately before the occurrence of the damage including cost for ordinary freight, erection and custom duties if any provided such expenses have been included in Sum Insured. Such actual value to be calculated by deducting 10% depreciation per year from the replacement value of item since date of manufacture. The maximum depreciation however shall not exceed 50% of the replacement value of the item in respect of which is total loss is admitted under the Policy.

Special Exclusions

The Company will not be liable for:

- a) 1% (One percent) of the Sum Insured in respect of each appliance covered separately or the sum of Rs.1000/- (one Thousand) whichever is higher of each and every damage in respect of which claim is admitted under the Policy.
- b) Damage to any insured item by perils which are insurable under other sections of the Policy.
- c) Damage for which the manufacturer or supplier of the property is responsible by law or contract or any amount recoverable under terms of Maintenance Agreement.
- d) Gradually developing flaws, defects, cracks or partial fractures in any part not necessitating immediate stoppage although at some future time repair or replacement of the parts affected may be necessary.
- e) Deterioration of or wearing away or wear out of any item caused by or naturally resulting from normal use or exposure.
- f) Damage caused by or arising out of wilful act or wilful gross negligence of Insured, his employee or director.
- g) Damage due to faults existing at the time of commencement of this Insurance and not known to the Insured, employee, director, regardless of whether such faults or defects were known to the Company or not.
- h) Cost of transport to the repair shop and back to the Insured's office premises of any insured item arising out of damage to such item.
- i) Damage to any insured item occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority of such item or by permanent or temporary dispossession of any building resulting from the unlawful occupation by the Insured of the building.

Section XII - Fidelity Guarantee

This section indemnifies the insured against forgery, embezzlement, larceny or fraud / dishonesty or fraudulent conversion of money or money's worth by the permanent salaried employees of the insured, whilst on the Office premises described in this policy, subject to the limits specified in the Schedule.

Provided that the loss shall have occurred in connection with occupation and duties of the employee while on actual duty during the uninterrupted continuance of his employment and be discovered within 3 months after the death, dismissal or retirement of such person or three months after this Policy shall have ceased to exist, whichever of these events shall happen first.

Special Conditions

(a) On the discovery of any act which may give rise or has risen in a claim under this section, the Insured shall:

- Forthwith lodge complaint with Police and give written notice to the issuing office of the Company along with a copy of the police complaint;
- Immediately take all steps to prevent further loss,
- Supply at the request of and free of expense to the Company all such proof, information and other evidence (verified by statutory declaration if so required) relating to the claim as the Company may require.

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

(c) The liability of the company for any one person or all persons in respect of all losses during the period of insurance is limited to the sum stated in the attached schedule.

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

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

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

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

Part B - Accident and related risks**Exceptions (applicable to Part B in addition to General exceptions mentioned above)**

Any claim arising as a consequence of or caused by or pursuant to

- (a)** Intentionally self-inflicted injury while sane or insane
- (b)** Suicide or any attempt thereof while sane or insane;
- (c)** Loss while being under the influence of intoxicating liquor or drugs unless administered on the advice of a physician;
- (d)** any loss of which a contributing cause was the Insured's actual or attempted commission of, or wilful participation in, an illegal act or any violation or attempted violation of the law or resistance to arrest;
- (e)** Curative treatments or interventions that the Insured performs or has had performed on his body
- (f)** Loss caused directly or indirectly, wholly or partly by:
 - (i) Bacterial infections (except pyogenic infections which shall occur through an accidental cut or wound) or any other kind of disease;

- (ii) Medical or surgical treatment except such treatment as may be necessary solely as a result of the Accident;
- (g) the Insured 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.
- “Standard type of aircraft”** means any aircraft duly licensed to carry passengers (for hire or otherwise) by appropriate authority irrespective of whether such an aircraft is privately owned or chartered or operated by a regular airline or whether such an aircraft has a single engine or multiengine.
- (h) The Insured participating as the driver, co-driver or passenger of a motor vehicle during motor racing or trial runs or other similar tests of endurance.
- (i) Any opportunistic infection and/or malignant neoplasm, if at the time of the accident or sickness the Insured person/s had an Acquired Immune Deficiency Syndrome (AIDS) or having an antibody positive blood test to HIV (Human Immune-deficiency Virus). Opportunistic infection shall include but will not be limited to pneumosystis carinii pneumonia, organism of Kaposi’s Sarcoma, central nervous system lymphoma, and/other malignancies now known or which become known as causes of death in the presence of Acquired Immune Deficiency Syndrome;
- (j) the Insured participating 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.
- (k) Any loss resulting directly or indirectly from or, contributed or aggravated or prolonged by childbirth or from pregnancy

Conditions (applicable to Part B in addition to General conditions mentioned above)

1. The Insured shall upon the occurrence of any event giving rise or likely to give rise to a claim under the Policy
 - (a) Shall give prompt written notice thereof to the Company as soon as possible but in any event within Fourteen days of the date of injury or accident or death.
 - (b) Arrange to give notice of death by the legal representatives forthwith.
 - (c) Give all certificates, information and evidence, whether from a Medical Attendant or otherwise required by the Company shall be furnished at the expense of the Insured or his legal representatives and shall be in such form and of such nature as the Company may prescribe.

Section XIII - Personal Accident cover**Sectional Operating Clause**

If at any time during the period of this policy any of the Insured Persons stated in the Schedule against this Section shall sustain bodily injury due to Accident and if such injury shall within 12 calendar months of its occurrence be the sole and direct cause of death then the Company shall pay to the legal representative(s)/ assignee/nominee, as the case may be, the Sum Insured stated in the Schedule.

Provided that one of the persons covered under this section shall be the Specified Person covered under section XVI and XVIII of this policy.

Special Conditions

1. This section covers the insured and three other persons (to be pre-declared by him at the time of commencement of this policy). This declaration shall state the Sum Insured applicable to each of the insured under this section. In the absence of such declaration, the total sum insured under this section shall apply in equal proportion to each of the insured.
2. The maximum benefit payable under this section, in respect of all the persons insured under this section, in the aggregate during the period of insurance shall not exceed the total sum insured under this section

3. This section compensates the Insured Persons or the nominated legal heir of the persons covered under this policy for the capital Sum Insured

Section XIV - Costs of Hospitalisation arising out of an accident

Sectional Operating Clause

These section covers the Costs incurred by reason of Hospitalisation, subject to the limits indicated in the schedule, of the persons covered under section XIII of this policy. This cover becomes operative on the occurrence during the period of this policy of an Accident that leads to Permanent Disability or subsequent loss of life.

Special Conditions

- (a) The sum insured under this section is payable against actual expenses incurred towards treatment by a Medical Practitioner at a Hospital.
- (b) Hospitalisation must happen within 7 days from the date of the accident, and this policy shall not in any case cover hospitalisation occurring beyond 12 months from the date of the accident.
- (c) Medical Practitioner means a person who holds a degree/diploma of a recognized institution and is registered by Medical Council of respective State of India other than the Insured or a member of the Insured's immediate family. The term Medical Practitioner would include physician, specialist and surgeon.
- (d) Hospital means a medically recognized establishment:
- i. That holds a valid license (if required by law) to practice medicine, and
 - ii. The primary function of which is to provide for the care and treatment of sick or injured persons, and
 - iii. That has a staff of one or more Physicians actually available on the premises at all times, and
 - iv. That provides a 24-hour nursing service and has at least one qualified and registered professional nurse present and on duty at all times, and
 - v. That has organized diagnostic and surgical facilities, either on its own premises or in facilities available to the Hospital on a pre-arranged basis, and
 - vi. Is not, except incidentally to its primary function, a clinic, nursing home, rest home, or convalescent home for the aged, or any similar institution.
- (e) Costs means the costs incurred at a Hospital towards treatment for an Accident.

Section XV - Cost of Conducting Death Ceremonies

Sectional Operating Clause

This section covers the Actual Costs incurred in connection with performance of ceremonies arising out of the death caused by Accident of the person specified in the schedule, subject to the limits indicated in the schedule. Provided that the aggregate amount payable under this section shall be restricted to the sum insured under this section during the period of insurance, irrespective of the number of claims made hereunder.

Actual Costs shall mean costs incurred towards transporting the body for cremation, costs incurred at the cremation place, religious ceremonies incurred upto the time of cremation and costs incurred for any one post cremation ceremony.

Section XVI - Financial Shield

Sectional Operating Clause

In the event of loss of life of the Specified Person due to an Accident occurring the period of this policy and his estate being insufficient to discharge a debt incurred for the business of the insured, the Company shall pay the shortfall to the Creditor subject to the limit stated in the schedule.

Provided that no claim under this section shall be admitted unless a claim under section XIII of this policy becomes payable.

Special Exclusion

- a) This section shall not apply in respect liabilities of the Insured where the ownership of the underlying asset is not with the Insured.
- b) Where the insufficiency of the estate is caused by the estate discharging the personal liabilities of the assets of the Insured.

Special Conditions

- a) Creditors shall mean a Financial Institution recognised by the Reserve Bank of India, a schedule Bank or a registered Non Banking Financial Institution.
- b) The cover shall apply only in respect of the principal outstanding against the debt and shall not cover interest, charges, penalty, levies and such amount of like nature by whatever name called.
- c) This cover shall not apply in respect of past dues / overdue
- d) The liability under this section shall be payable directly to the creditor. The insured shall at the time of commencement of this policy, designate the creditor who would be the beneficiary under this policy. In the absence of such identification, the benefit under this policy shall become rateably to the eligible Creditors, in the proportion of their undischarged liability.

Part C - Liability**Exceptions (applicable to Part C in addition to General exceptions mentioned above)**

The Company shall not be liable in respect of

- a) Any claim made by / compensation payable to any member of the Specified Person's family, partners, directors, managers, employees or contractors' employees.
- b) Liability assumed by the Insured by agreement unless such liability would have attached to the Insured notwithstanding such agreement.
- c) Any liability assumed by the insured by way of an agreement.

Conditions (applicable to Part C in addition to General conditions mentioned above)

The Insured shall upon the occurrence of any event giving rise or likely to give rise to a claim against which the insured is to be indemnified under the Policy,

- a) Give immediate notice thereof to the Company
- b) Forward to the Company forthwith every written notice or information of any verbal notice of claim
- c) Shall send to the Company any writ, summons or other legal process issued or commenced against the Insured
- d) Give all necessary information and assistance to enable the Company to settle or resist any claim or to institute proceedings.
- e) Shall not incur any expense in making good any claim without the written consent of the Company
- f) Shall not negotiate, pay, settle admit or repudiate any claim without such consent.

Section XVII - Public Liability**Sectional Operating Clause**

This section indemnifies the insured against any legal liability including defence costs incurred with the prior written permission of the Company towards

(a) Accidental death or bodily injury to any third party –

(b) Accidental damage to property belonging to a third party

Caused by or through the negligence or fault of the insured in the performance of any act in connection with the insured's business, during the period of this policy.

Special Exclusions

The Company shall not be liable in respect of:

a) Any property belonging to, in the custody of or in the control of any person mentioned in a) above.

b) Any claims arising from or caused by or attributed to animals, vehicles, aircraft, ships, craft of any kind

Section XVIII – Workmen's Compensation

Sectional Operating Clause

This section indemnifies the Insured against his liability to the employees, excluding employees of contractors, under the Workman Compensation Act 1923 as amended from time to time. This section excludes any liability assumed by the insured by way of an agreement or any sum that the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party.

Special Exclusions

The Company shall not be liable in respect of:

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

ii) Where the number of employee at the time of accident is found to be in excess of the number of employees stated in the schedule, then the a Company shall pay only a rateable proportion of the sum insured that the number of employees stated in the schedule bears to the actual number of employees at the time of the accident.

Grievance

In case of any grievance the insured person may contact the company through

WEBSITE: www.cholainsurance.com

Toll free: 1800 208 9100

E-MAIL: customercare@cholams.murugappa.com

Courier: Manager, Grievance Cell,
Chola MS General Insurance Company Limited,
Hari Nivas Towers First Floor,
#163, Thambu Chetty Street,
Parry's Corner, Chennai - 600 001

Procedure of Grievance Redressal

- Please write to customercare@cholams.murugappa.com to register your complaint.
- On lodging the complaint, a complaint reference number will be provided. An acknowledgement will also be sent with the details of turnaround time for resolution and complaint registration details.
- In case you are not happy with the resolution provided or delay of greater than 7 working days, you may follow the below escalation matrix.

Escalation Matrix

- In case you are dissatisfied with the response or have not received a response, you may escalate the same to our Nodal Officer -

Nodalescalation@cholams.murugappa.com (Quoting the previous Service request number)

- In case you are still unhappy with the response or have not received a response within 7 working days, you may escalate the same to our Chief Grievance Officer - GRO@cholams.murugappa.com (Quoting the previous Service request number)
- If after having followed the above steps and your issue still remain unresolved, you may approach the Insurance Ombudsman for Redressal. Login to <https://www.cioins.co.in/Ombudsman> to get details on Insurance Ombudsman Offices.

INFORMATION ABOUT US

Cholamandalam MS General Insurance company Limited
HO: Dare House 2nd Floor, No. 2 NSC Bose Road, Chennai – 600 001.
Toll Free : 1800 208 9100
SMS: "CHOLA" TO 56677 *(Premium SMS charges apply)
Email –customercare@cholams.murugappa.com
Web site: www.cholainsurance.com

S.No	Office of Insurance Ombudsman	Address	E-mail	Landline Nos.
1	AHMEDABAD	Jeevan Prakash, 6th Floor, Near S.V.College	Email: bimalokpal.ahmedabad@cioins.co.in	Tel.: 079 - 25501201
		Relief Road, Tilak Marg,		Tel.: 079 - 25501202
		Ahmedabad - 380 001. Gujarat		
2	BENGALURU	Jeevan Soudha Building, PID No. 57-27-N-19	Email: bimalokpal.bengaluru@cioins.co.in	Tel.: 080 - 26652048
		Ground Floor, 19/19, 24th Main Road,		Tel.: 080 - 26652049
		1st Phase, JP Nagar,		
		Bengaluru - 560 078.		
3	BHOPAL	LIC of India Zonal Office Bldg,	Email: bimalokpal.bhopal@cioins.co.in	Tel.: 0755 - 2769201
		1st Floor, South Wing, Jeevan Shiksha,		Tel.: 0755 - 2769202
		Opp. Gayatri Mandir		Tel: 0755 - 2769203
		60-B, Hoshangabad Road, Bhopal - 462011		
4	BHUBANESHWAR	62, Forest park,	Email: bimalokpal.bhubaneswar@cioins.co.in	Tel.: 0674 - 2596455
		Bhubaneswar - 751 009.		Tel: 0674 - 2596429 Tel: 0674 - 2596003 Tel: 0674 - 2596461
5	CHANDIGARH	Jeevan Deep, Ground Floor, LIC of India Bldg,	Email: bimalokpal.chandigarh@cioins.co.in	Tel.: 0172 - 2706468
		SCO 20-27, Sector 17-A		Tel.: 0172 - 2707468
		Chandigarh – 160017		
6	CHENNAI	Fatima Akhtar Court, 4th Floor,	Email: bimalokpal.chennai@cioins.co.in	Tel.: 044 - 24333668
		453 (Old 312), Anna Salai, Teynampet,		Tel.: 044 - 24333678
		CHENNAI -600 018.		

7	DELHI	2/2 A, 1st Floor, Universal Insurance Building,	Email: bimalokpal.delhi@cioins.co.in	Tel.: 011 - 23232481
		Asaf Ali Road,		Tel.: 011 - 23213504
		New Delhi - 110 002.		Tel.: 011 - 46013992
8	GUWAHATI	Jeevan Nivesh Bldg,	Email: bimalokpal.guwahati@cioins.co.in	Tel.: 0361 - 2632204
		5th Floor, Near Pan Bazar,		Tel.: 0361 - 2632205
		S.S. Road, Guwahati – 781001		Tel.: 0361 - 2631307
9	HYDERABAD	6-2-46, 1st floor, "Main Court",	Email: bimalokpal.hyderabad@cioins.co.in	Tel.: 040 - 23312122
		Lane Opp. Hyundai Showroom,		Tel.: 040 - 23376599
		A.C. Guards, Lakdi-Ka-Pool,		Tel.: 040 - 23376991
		Hyderabad - 500 004.		Tel.: 040 - 23328709
10	JAIPUR	Jeevan Nidhi - II, Ground Floor,	Email: bimalokpal.jaipur@cioins.co.in	Tel.: 040 - 23325325
		Bhawani Singh Road, Ambedkar Circle		
		Jaipur - 302 005.		Tel.: 0141 - 2740363
11	KOCHI	10th Floor, LIC Bldg, Jeevan Prakash	Email: bimalokpal.ernakulam@cioins.co.in	Tel.: 0484 - 2358759
		Opp Maharaj College Ground		
		M.G.Road, Ernakulam		
		Kochi - 682011		
12	KOLKATA	7th Floor of Hindustan Building (Annex), 4, CR Avenue, Kolkata-700 072,	Email: bimalokpal.kolkata@cioins.co.in	Tel.: 033 - 22124339
				Tel.: 033 - 22124341
13	LUCKNOW	Jeevan Bhawan, Phase-II,	Email: bimalokpal.lucknow@cioins.co.in	Tel.: 0522 - 4002082
		6th Floor, Nawal Kishore Road, Hazratganj, Lucknow - 226001		Tel.: 0522 - 3500613
14	MUMBAI	3rd Floor, Jeevan Seva Annexe,	Email: bimalokpal.mumbai@cioins.co.in	Tel.: 022-69038800
		S. V. Road, Santacruz West, Mumbai - 400 054.		Tel.: 022-69038833
15	NOIDA	Bhagwan Sahai Palace	Email: bimalokpal.noida@cioins.co.in	Tel.: 0120-2514252
		4th Floor, Main Road,		Tel.: 0120-2514253
		Naya Bans, Sector 15, Noida-201301		
		Dist: GB Nagar, Uttar Pradesh		
16	PATNA	2nd Floor, North Wing, Lalit Bhawan,	Email: bimalokpal.patna@cioins.co.in	Tel.: 0612-2547068
		Bailey Road, Patna - 800 001		
17	PUNE	3rd Floor, Jeevan Darshan,	Email: bimalokpal.pune@cioins.co.in	Tel.: 020-24471175
		LIC of India Bldg,		
		N.C. Kelkar Road, Narayan Peth,		
		Pune- 411 030.		