

## **FG BUSINESS SURAKSHA-LAGHU POLICY WORDINGS**

### **PREAMBLE**

You chose this **FG Business Suraksha-Laghu** Policy and applied to Us for insurance covers of Your choice. You paid Us the premium and gave Us information about Yourself, Your Business and Your Property. Based on Your confirmation that this information is true and correct, and in return of accepting the Premium You have paid Us, We promise to provide You insurance as stated in this Policy Document and the Policy Schedule attached to it.

### **Clause A. This Policy and the Insurance Contract**

**1. Your Policy:** This **FG Business Suraksha Laghu** Policy is a contract between You and Us as stated in the following:

- i. This Policy document;
- ii. The Policy Schedule attached to this Policy document;
- iii. Any Endorsement attached to and forming part of this Policy document;
- iv. Any Add-on to this Policy that You may have purchased from Us;
- v. The proposals and all declarations made by You or on Your behalf;

### **2. To whom this Policy is issued and what it covers**

- i. This Policy is issued to You and covers Your Insured Property relating to Your Business as mentioned in the Policy Schedule where the total value at risk across all Insurable Asset classes at one location is exceeding ₹ 5 Crore (Rupees Five Crore) but not exceeding ₹ 50 Crore (Rupees Fifty Crore) at the policy Commencement Date for coverage under compulsory section 1.  
  
Provided, if the value at risk for all Insurable Assets either exceeds ₹ 50 Crore or reduces below ₹ 5 Crore during the Policy Period, this policy shall, on expiry, be replaced by the applicable policy.
- ii. If more than one person is insured under this policy, each of You is a joint policyholder. Any notice or letter We give to any of You will be considered as given to all of You. Any request, statement, representation, claim or action of any one of You will bind all of You as if made by all of You.
- iii. If You have mortgaged, pledged or hypothecated any Insured Property with a Bank, the Policy Schedule will show an 'Agreed Bank Clause' and the name of such Bank. The terms and conditions of this arrangement will be added to this Policy as an additional Clause.

**3. The Policy Schedule:** The **Policy Schedule** is an important document about Your insurance cover. It shows:

- i. Your personal details,
- ii. the Policy Period,

- iii. the description of Your Insured Property,
- iv. the total Sum Insured, the Sum Insured for each cover, or for each block, set or category of Insured Property, and its limits and sub-limits for each and every location,
- v. the insurance covers You have purchased,
- vi. the Premium You have paid for these insurance covers,
- vii. Add-on covers opted by You,
- viii. other important and relevant aspects and information.

**4. Special Meanings of certain words:** Words stated in the table below have a special meaning throughout this Policy, the Policy Schedule and Endorsements. These words with special meaning are stated in the Policy with the first letter in capitals.

<b>Word/s</b>	<b>Specific meaning</b>
<b>Agreed Value</b>	An amount agreed between You and Us at the policy Commencement Date for items, the value of which cannot be ascertained.
<b>Bank</b>	A bank or any financial institution
<b>Building</b>	Any building or structure in Your Premises where You carry on Your Business.  It includes: <ul style="list-style-type: none"> <li>a. Basement (if any), all fixtures and fittings permanently attached to the floor, walls or roof like electrical wiring, antennas etc.</li> <li>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"> <li>i. garage, out-houses, security sheds, towers, verandah or porch, tanks, compound walls, retaining walls, fences, gates and internal roads,</li> <li>ii. lifts, hoists,</li> <li>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,</li> <li>iv. water, gas and sewage pipeline within Your premises or</li> <li>v. any other structure shown in the Policy Schedule.</li> </ul> </li> </ul>
<b>Business</b>	Your commercial enterprise, trade or profession as shown in the Policy Schedule.
<b>Commencement Date</b>	It is the date and time from which the Insurance Cover under this Policy begins. It is shown in the Policy Schedule.

<b>Word/s</b>	<b>Specific meaning</b>
<b>Contents</b>	Those articles or things in Your Premises that are not permanently attached or fixed to the structure of Your Premises and items specified in the schedule.
<b>Endorsement</b>	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.
<b>Deductible/Excess</b>	It is the amount that You must bear in each and every claim before We become liable to pay.
<b>Insurable Assets</b>	All Buildings, Plant and Machinery, Furniture, Fixture and Fittings, Stock and all 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.
<b>Insured Property</b>	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.
<b>Kutchha Construction</b>	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.
<b>Market Value</b>	Market Value means new Replacement/Reinstatement Value minus depreciation reckoned as on the date of loss.
<b>Money</b>	Cash, bank and currency notes, credit cards, telephone cards, cheques, crossed bankers' 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.
<b>Partial Loss</b>	Any loss other than Total Loss.
<b>Plant and Machinery</b>	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 i. machines under repair,

<b>Word/s</b>	<b>Specific meaning</b>
	<p>ii. machines taken on hire or lease, or through any system of purchase of goods,</p> <p>iii. foundation, bedding or setting of the machines, or</p> <p>iv. accessories of machines.</p>
<b>Plate Glass</b>	Plate Glass means the glass described in Schedule.
<b>Burglary</b>	Burglary means the unforeseen and unauthorised entry to or exit from the <b>Insured Premises</b> by aggressive and detectable means with the intent to steal <b>Contents</b> there from.
<b>Valuables</b>	Valuables means: gold or silver or any precious metals or articles made from any precious metals; 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; deeds, ATM cards, credit cards, charge cards, bonds, bills of exchange, bank, treasury or promissory notes, cheques, money, securities, or any other negotiable instrument;
<b>Occupation</b>	Occupation of <b>Insured</b> as shown in the <b>Schedule</b> or as declared to <b>Us</b> in the <b>Proposal</b>
<b>Accident or Accidental</b>	Accident or Accidental means a sudden, unintended, fortuitous visible and external event and does not include any naturally occurring condition or degenerative process.
<b>Bodily Injury</b>	Bodily Injury means physical bodily harm or injury (but does not include any mental sickness, disease or illness) which first occurs during the Policy Period and requires inpatient treatment in a Hospital by a Physician.
<b>Hospital/ Nursing Home</b>	<p>Hospital/ Nursing Home means any institution in India established for indoor care and treatment of sickness and Injuries and which</p> <p>(a) Is properly licensed, and in areas where licensing facilities are unavailable, the institution must be one recognized in the locality as a Hospital ,has at least 10 inpatient beds and must satisfy (b) to (d) below;</p> <p>(b) Is primarily engaged in providing diagnostic, medical and surgical facilities for care and treatment of injured or sick persons on an inpatient basis, and is not an institution which is primarily a rest or convalescent facility, a place for custodial care, a facility for the aged or alcoholics or drug addicts or for the treatment of mental disorders.</p>

<b>Word/s</b>	<b>Specific meaning</b>
	<p>(c) Employs Doctors and qualified nursing staff who are permanently available on the premises to provide necessary medical care and attention to the patients on 24 –hour basis;</p> <p>(d) Maintains daily medical records for each of its patient</p>
<b>Permanent Total Disablement</b>	Permanent Total Disablement means disablement which entirely prevents an Insured Person from attending to any Business or Occupation of any and every kind and which lasts 12 months and at the expiry of that period is beyond hope of improvement.
<b>Permanent Partial Disablement</b>	Permanent Partial Disablement <b>means</b> doctor certified total and continuous loss or impairment of a body part or sensory organ specified “ <b>Sum Assured</b> ” means the amount stated in the Schedule, which is the maximum amount (regardless of the number of amount of claims made or the number of the <b>Insureds</b> who make a claim) for any one claim and in the aggregate for all claims for which the <b>Company</b> will make payment in relation to the Cover to which the <b>Sum Assured</b> relates during the <b>Policy Period</b> .
<b>Damages</b>	Damages means monetary sums payable pursuant to judgments or awards and/or settlements negotiated by or on behalf of the <b>Insured</b> , but shall not include fines, penalties, punitive damages, exemplary damages, non-pecuniary relief, taxes, or any other amount for which an <b>Insured</b> is not financially liable, or which is without legal recourse to the <b>Insured</b> , or any matter that may be or be deemed to be uninsurable under Indian law.
<b>Electronic Equipment</b>	Electronic Equipment shall mean the items as specified in the <b>Schedule</b> and which are contained or fixed at or in the <b>Insured</b> Premises.
<b>Jewellery</b>	Jewellery means the items of <b>Jewellery</b> specified in the Schedule.
<b>Precious Items</b>	Precious Items means the items specified in the Schedule.
<b>Property Damage</b>	Property Damage means actual physical damage to tangible material property belonging to a third person.
<b>Policy Period</b>	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

<b>Word/s</b>	<b>Specific meaning</b>
	of insurance as provided for in <b>Clause G (III)</b> of this policy, whichever is earlier.
<b>Policy Schedule</b>	The document accompanying and forming part of the Policy that gives Your details and of Your insurance cover, as described in <b>Clause A (3) and other sections</b> of this Policy.
<b>Premium</b>	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.
<b>Pucca Construction</b>	Construction other than Kutcha Construction.
<b>Reinstatement/ Replacement</b>	Reinstatement/Replacement is defined as: i. the reconstruction of buildings or replacement of other property lost or destroyed. ii. (b) 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.
<b>Reinstatement/ Replacement Value</b>	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.
<b>Stocks</b>	Any stock of goods or merchandise. It may be: 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
<b>Sum Insured</b>	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.
<b>Total Loss</b>	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.
<b>We, Us, Our, Insurer</b>	The <b>Future Generali India Insurance Company</b> that has provided Insurance Cover under this Policy; of the Company.

<b>Word/s</b>	<b>Specific meaning</b>
<b>You, Your, Insured</b>	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.
<b>Your Premises</b>	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

## SECTION-I FIRE & ALLIED PERILS

### 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.

	<b>Column A</b>	<b>Column B</b>
	<b>We cover</b> physical loss or damage, or destruction caused to the Insured Property by	<b>We do not cover</b> for 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	-

	Column A	Column B
	<b>We cover</b> physical loss or damage, or destruction caused to the Insured Property by	<b>We do not cover</b> for loss or damage, or destruction caused to the Insured Property by
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 ground works or excavations.
7.	Bush fire, Forest fire and Jungle fire	-
8.	Impact damage of any kind, i.e., damage caused by impact of, or collision caused by, any external physical object (e.g. vehicle, falling trees, aircraft, wall etc.),	a. caused by pressure waves caused by aircraft or other aerial or space devices travelling at sonic or supersonic speeds. 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,	-



	<b>Column A</b>	<b>Column B</b>
	<b>We cover</b> physical loss or damage, or destruction caused to the Insured Property by	<b>We do not cover</b> for loss or damage, or destruction caused to the Insured Property by
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 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 Section and subject to the exclusions stated in **Clause D of this Section** 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 Section.

#### **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 Section 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 **Clause G (III) (3) (e)** 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 the 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 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 provision of **Clause F** of this Section.

#### **4.2 Temporary removal of stocks:**

We cover stocks temporarily removed to any other premises for the purposes of fabrication, processing or finishing, or other similar purposes as follows:

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

#### **4.3 Cover for Specific Contents:** We cover the following, as applicable:

- i. Money for an amount not exceeding ₹50,000 (Rupees Fifty Thousand) during the policy period.

- ii. 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.
- iii. 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.
- iv. 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 the 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. The total amount recoverable under any item of the policy shall not exceed the sum insured thereby.

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.

#### **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 each claim, subject to a minimum of ₹ 10,000 (Rupees Ten Thousand). This means that We will deduct 5 % of each claim, subject to a minimum of ₹ 10,000 (Rupees Ten Thousand) for each and every loss suffered by You under the terms of this section.
- 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 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) (4.2)** of this Policy.

13. Any reduction in market value of any Insured Property after its repair or reinstatement.

14. 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.

15. 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.

16. 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 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 Reinstatement 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 Section:**

**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 Section, 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 Section, 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.**

## **SECTION-II FIRE LOSS OF PROFIT**

### **PROTECTION OF YOUR GROSS PROFIT**

If **Your** Business is interrupted because of Damage due to the Premises by Fire & allied perils and a valid claim is payable under Section I of this Policy, **We** will pay for the loss resulting from the interruption in respect of the following items in accordance with the Basis of Settlement and the Limit of Liability.

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

### **DEFINITIONS**

1. Indemnity Period: The period beginning with the occurrence of the Damage and ending not later than number of months specified in the Schedule thereafter during which the results of the business is affected in consequence of Damage to the Premises caused by Fire & Allied Perils.
2. Turnover: The money paid or payable to the Insured for services rendered in course of the business at the Premises
3. Gross profit: The amount by which the sum of the Turnover and the amount of Billing shall exceed the sum of the amount of the Opening Billing and the amount of the Specified Working Expenses



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

## CONDITIONS

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

## BASIS OF SETTLEMENT

The amount payable as indemnity shall be



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

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

### **Departmental Clause**

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

### **LIMIT OF LIABILITY**

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

### **DEDUCTIBLE / EXCESS**

Deductible / Excess for each and every claim in respect of fire loss of profit as specified on policy schedule.

### **SECTION-III – BURGLARY**

#### **PROTECTION OF YOUR CONTENTS AGAINST BURGLARY Contents (Excluding Money & Valuables)**

We will indemnify **You** in respect of loss of or damage to the insured premises and/or the **Contents** in the **Insured Premises** specified in the **Schedule** caused by actual or attempted **Burglary**.

**Specific Exclusions Applicable to Section – III** We shall not be liable for and no indemnity is available hereunder in respect of:

1. any loss or damage caused by actual or attempted Burglary and/or theft: where You or any member Your Family is or is alleged to be concerned or implicated;
2. to livestock, motor vehicles and pedal cycles;
3. **to Valuables and/ or Jewellery and/or Precious Items**, unless specifically stated in the **Schedule**.
4. **Deductible** for each and every claim in respect of burglary will be as specified on the **Policy Schedule**.

5. Loss or damage where you have not immediately registered a police complaint detailing the items lost or damaged

### **Basis of Loss Settlement to Section - III**

- a. Where the **Insured Premises** and/ or **Contents** can reasonably be repaired or reinstated at a cost less than the replacement cost then **We** will indemnify **You** in respect of the expenses necessarily incurred to restore the aforementioned to its state immediately prior to the happening of the actual or attempted **Burglary**.
- b. In the case of a total loss, **We** shall indemnify **You** in respect of the restoration or replacement costs. **We** 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 **Burglary**.

In any case **We** are not liable to indemnify **You** more than market value of the affected contents or Sum Insured mentioned in the schedule whichever is lower.

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

#### **PROTECTION OF YOUR MACHINERIES AND/ OR EQUIPMNTS AGAINST BREAKDOWN**

**We** will indemnify **You** against the repair or replacement costs arising from the unexpected mechanical or electrical breakdown of machineries or equipment mentioned in the schedule whilst contained in or fixed at the **Insured Premises**, provided that **Our** liability in respect of any one machinery item in any one **Policy Period** will not individually or in the aggregate exceed the sub-limit of the **Sum Assured** set against such item in the **Schedule**.

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.

#### **Specific Exclusions Applicable to Section – IV**

**We** shall not be liable for and no indemnity is available hereunder in respect of:

1. Accident, Loss, damage/ and/ or liability resulting from over load experiments or tests requiring the imposition of abnormal conditions.
2. 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.
3. Deterioration of or wearing away or wearing out any part of any machine caused by or naturally resulting from normal use or exposure.
4. Loss, damage and/ or liability caused by or arising out of the willful act to willful neglect or gross negligence of **You** or **Your** responsible representatives.
5. Liability assumed by **You** by agreement unless such liability would have attached to **You** notwithstanding such agreement.

6. Loss, damage and/ or liability due to faults or defects existing at the time of commencement of this insurance and known to **You** or **Your** responsible representative but not disclosed to **Us**.
7. Loss of use of **Your** plant or property of any other consequential loss incurred by **You**.
8. Loss, damage/ and/ or liability due to explosions in Chemical Recovery, Boilers, other than pressure explosions for e.g. smelt, chemical, ignition, explosions, etc
9. The Deductible, as stated in the Schedule, to be first borne by **You** out of each and every claim; where more than one item is damaged in one and same occurrence, **You** shall not, however, be called upon to bear more than the highest Excess applicable to any one such item
10. 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.
11. Loss or damage for which the manufacturer or supplier or repairer of the property is responsible either by law or contract.

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

#### **Basis of Loss Settlement to Section – IV**

Provided that the **Sum Assured** in respect of each item specified in the **Schedule** shall be equal to the cost of replacement of the same with new property of the same kind and capacity, the basis of loss settlement shall be as follows:

- a) In cases where damage to an insured item can be repaired, **We** will pay expense necessarily incurred to restore the damaged machine to its former state of serviceability plus the cost of dismantling and reerection incurred for the purpose of effecting the repairs as well as ordinary freight to and from a repair shop, customs duties if any to the extent such expenses have been included in the Sum Insured. If

the repairs are executed at a workshop owned by **You**, then **We** 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 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, **We** 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. **We** will also pay any normal charges for the dismantling of the machinery destroyed but the salvage will be taken into account.

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

In the event of the makers' drawings, patterns and 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 **Us** 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 mentioned hereinabove, **We** 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.

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

## **SECTION-V – ELECTRONIC EQUIPMENT**

### **PROTECTION OF YOUR ELECTRONIC EQUIPMENTS AGAINST ALL RISKS**

#### **V-A Protection of Your Electronic Equipments**

**We** will indemnify **You** against:

The repair or replacement costs in respect of any **Electronic Equipment** caused by any unforeseen and sudden physical loss (except a cause specifically excluded), provided that **Our** liability in respect of any one **Electronic Equipment** item in any one **Policy Period** will not individually or in the aggregate exceed the sub-limit of the **Sum Assured** set against such item in the **Schedule**.

The 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 reerection.

#### **Specific Exclusions Applicable to Section – V-A**

**We** shall not be liable for and no indemnity is available hereunder in respect of:

1. any fault or defect of which **You** were or ought reasonably to have been aware at the commencement of the Policy Period, regardless of whether such was or should have been known **Us**;
2. loss or damage for which the manufacturer or supplier is responsible;

3. loss or damage caused to any item of **Electronic Equipment** older than 10 years from the date of manufacture;
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 the maintenance of the **Electronic Equipment**, 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. loss or damage caused by or arising out of the willful acts or willful gross negligence of **You** and/or **Your Family**;
8. the cost of transporting the **Electronic Equipment** to and from the place of repair;
9. loss of or damage to any **Electronic Equipment** by perils insurable under other Cover of this **Policy**;
10. loss or damage to portable items or mobile phones or other similar communication devices.
11. Loss destruction or damage directly occasioned by pressure wave caused by aircraft and other aerial devices traveling at Sonic or Supersonic speeds.
12. The Excess stated in the Schedule to be borne by **You** in any one occurrence; if more than one item is lost or damaged in one occurrence, **You** shall not, however, be called upon to bear more than the highest single Excess applicable to such items
13. 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)
14. Aesthetic defects, such as scratches on painted polished or enamelled surfaces.

#### **Basis of Loss Settlement to Section – V-A**

It is a requirement of this insurance that the Sum Insured shall be equal to the cost of replacement of the insured property by new property of the same kind and same capacity, which shall mean its replacement cost including freight, dues and customs duties, if any and erection costs. The sum insured of the equipment insured under this section shall include the value of 'System Software'.

Provided that the **Sum Assured** in respect of each item specified in the **Schedule** shall be equal to the cost of replacement of the same with new property of the same kind and capacity, the basis of loss settlement shall be as follows:

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

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, **We** 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. **We** will also pay any normal charges for the dismantling of the machinery destroyed, but the salvage will be taken into account.

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

In the event of the Makers' drawings, patterns and core boxes necessary for the execution of a repair not being available **We** 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 **Us** if such repairs constitute part of the final repairs, and do not increase the total repair expenses.

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

If the sum insured is less than the amount required to be insured hereinabove, **We** 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.

**We** 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. **We** 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 **Us** 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.



### **V-B Protection of Your External Data Media**

**We** hereby agrees with **You** 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 V- of this Policy, **We** will indemnify **You** as hereinafter provided in respect of such loss or damage up to an amount not exceeding in any one year of insurance in respect of each of the data media specified in the Schedule the sum set opposite thereto and not exceeding in all the total sum insured hereby, provided always that such loss or damage occurs during the period of Insurance stated in the Schedule or during any subsequent period for which **You** pay and **We** 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 V-B only to be granted if backup system is available.

### **Specific Exclusions Applicable to Section – V-B**

We shall not be liable for -

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

### **Basis of Loss Settlement to Section – V-B**

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.

**We** will indemnify any expenses that can be proved to have been incurred by the **You** 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, **We** shall only be liable to indemnify the expenses incurred for replacing the lost or damaged data media themselves by new material.

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

### **V-C Protection of Your Increased Cost of Working**

Notwithstanding Exclusions applicable to all sections (3) of this Policy **We** hereby agrees to indemnify **You** upto but not exceeding the limits of Indemnity stated in the Schedule for all additional costs which **You** shall incur to ensure continued data processing on substitute equipment if such costs arise as an unavoidable consequence of an indemnifiable loss or damage during the period of insurance to property insured under Section V-A of this Policy.

### **Specific Exclusions Applicable to Section – V-C**

We shall not be liable for -

- a) Costs incurred for use of substitute equipment during the Time Excess stated in the Schedule.
- b) Costs for replacement of data media, data and regeneration of data
- c) Costs arising out of circumstances, which are not connected with the insured material damage. In particular We shall not be liable for additional costs arising out of
  - i) bodily injuries,
  - ii) orders or measures imposed by any public authority,
  - iii) expansion and improvements of the equipments,
  - iv) Lack of funds causing delay in repairs or replacement of damaged equipments,
- d) Any other consequential loss such as loss of market or interest.

### **Basis of Loss Settlement to Section – V-C**

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

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

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

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

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

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

However, if it is found, following an interruption, that the limit selected per hour is less than the amount actually incurred per hour for use of substitute equipment, **We** shall be liable to indemnify **You** 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 You shall bear that proportion of each claim which corresponds to the Time Excess.

## **SECTION-VI – ALL RISKS**

### **Portable Computer /Mobiles– All Risk**

**We** will indemnify **You** to the extent of the actual value of portable computers before the loss anywhere in the World, so lost, destroyed or damaged, by Fire, Riot and Strike, Theft or Accident, from any fortuitous cause, any time during the period of this insurance and within the limits stated in the Schedule hereto, provided always that the liability of the Company shall in no case exceed the Sum Insured on each item or on the whole the Total Sum Insured hereby. **Specific Exclusions Applicable to Section – VI**

We shall not be liable in respect of :-

1. Damage caused by any process of cleaning, dyeing or bleaching, restoring, repairing or renovation or deterioration arising from wear and tear, moth, vermin, insects or mildew or any other gradually operating cause.
2. Breakage, cracking or scratching of crockery, glass, cameras, binoculars, lenses, sculptures, curios, pictures, musical instruments, sports gear and similar articles of brittle or fragile nature, unless caused by fire or accident to the means of conveyance.
3. Loss or damage caused by mechanical or electrical derangement/ breakdown of any article unless caused by accidental external means.
4. Overwinding, denting or internal damage of watches and clocks.
5. Loss or damage to money, securities, manuscripts, deeds, bonds, bills of exchange, promissory notes, stock or share certificates, stamps, travel tickets, travellers' cheques, business books or documents.
6. Theft from any car except car of fully enclosed saloon type having at the time all the doors, windows and other openings securely locked and properly fastened.
7. Any loss or damage arising through delay, detention or confiscation by Customs or other authorities.
- 8.
- a) Loss or destruction of or damage to any property whatsoever (including computer) or any loss or expense whatsoever resulting or arising therefrom;
- b) Any legal liability of whatsoever nature;
- c) Any consequential loss;  
directly or indirectly caused by or contributed to by or consisting of or arising from the incapacity or failure of any computer

- (i) to treat any date before, during or after the year 2000 as the correct date or true calendar date, or correctly or appropriately to recognize manipulate interpret process store receive or to respond to any data or information, or to carry out any command or instruction, in regard to or in connection with any such date or
- (ii) to capture save retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer, being a command which causes the loss of data or the inability to capture save retain or correctly to process such data in regard to or in connection with any such date.

A computer includes any computer, data processing equipment, microchip, integrated circuit or similar device or any computer software tools operating system or any computer hardware or peripherals and the information or data stored in or on any of the above, whether the property of the Insured or not.

9. Loss damage or consequential loss directly or indirectly caused by, consisting of, or arising from:
- a) any functioning or malfunctioning of the internet or similar facility, or of any intranet or private network or similar facility,
  - b) any corruption, destruction, distortion, erasure or other loss or damage to data, software, or and kind of programming or instruction set,
  - c) loss of use or functionality whether partial or entire of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic, and any ensuing liability or failure of the Insured to conduct business.

This shall not exclude subsequent damage not otherwise excluded which itself results from an insured peril.

10. Loss or damage due to or contributed to by the Insured having caused or suffered anything to be done whereby the risks hereby insured against were unnecessarily increased.

#### **Basis of Loss Settlement to Section – VI**

Provided that the **Sum Assured** in respect of each item specified in the **Schedule** shall be equal to the cost of replacement of the same with new property of the same kind and capacity, the basis of loss settlement shall be as follows:

1. Where an insured item can reasonably be repaired or reinstated at a cost less than the replacement cost then, **We** will indemnify **You** 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, **We** shall indemnify **You** in respect of the restoration or replacement costs up to the sub-limit of the **Sum Assured** set against such item in the **Schedule**, subject to depreciation of 20% per annum from the date of manufacture up to a maximum of 75% depreciation.
3. If the value of the **item** hereby insured shall at the time of any insured event be collectively of greater value than the **Sum Assured** thereon then **You** shall be considered **Your** 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 Special Condition

4. **You** shall bear a deductible for each and every claim amount or as mentioned on the Policy Schedule.

## SECTION-VII – ACCIDENT SURAKSHA

### Protection for You and Your Employees Accidental Compensation (Personal Accident) – Death/PTD/ PPD

Following an Accidental Bodily Injury to You and/ or your employees which results in any of the events listed in the Table of Events, we will pay You or Your nominee or your employees or your employees nominee such percentage stated against the event in the Table of Events of the sum insured stated in the Schedule provided that the Schedule mentions that You have opted for coverage against that event and paid premium for the same.

#### COVERS

The Primary Cover includes the following benefits. We will make payment for the benefits as specified in the Schedule.

- A. Accidental Death
- B. Permanent Total Disablement
- C. Permanent Partial Disablement

Table of Events

Event	Percentage of Sum insured
Death	100%
Permanent Total Disablement	100%
Permanent Partial Disablement	As Follows
Permanent Total Loss of sight of both eyes	100%
Permanent Total Loss of sight of one eye and physical separation of or the loss of ability to use either one hand or one foot	100%
An arm at the shoulder joint	75%
An arm above the elbow joint	70%
A hand at the wrist	50%
An arm beneath the elbow joint	60%
A thumb	25%
An index finger	10%
Any other finger	5%
A leg above mid-thigh	75%
A leg up to mid- thigh	60%
A leg up to beneath the knee	50%

A leg up to mid-calf	45%
Permanent Loss of sight of one eye	50%

If a claim has already been settled for any of the covers the amount payable for the subsequent claims/s under any other covers shall be reduced by the amount/s already paid.

Regardless of one or more claims during the policy period, the maximum amount payable towards the Primary Cover shall be restricted to the Principal Sum Insured.

If more than one loss results from any Accident, only the one amount the largest, will be paid.

This cover shall cease for the particular Insured Person on payment of a claim for Death or Permanent Total Disablement of that Insured Person.

A masculine personal pronoun as used in this **Policy** includes the feminine, wherever the context requires. We cover Accidental Bodily injury sustained by You during the Policy Period anywhere in the World (subject to the travel and other restrictions that the Indian Government may impose), but We will make payment within India and in Indian Rupees.

The construction, interpretation and meaning of the provisions of this Policy shall be determined in accordance with Indian Law.

### **Specific Exclusions Applicable to Section – VII**

We will not pay for any compensation, benefit or expenses in respect of Death, Injury or Disablement, Accidental Medical Expenses of the Insured person as a consequence of the following

1. Intentional self injury (including but not limited to the use or misuse of any intoxicating drugs or alcohol)
2. Accident while under the influence of alcohol or drugs.
3. Participation in an actual or attempted felony, riot, crime, misdemeanor or civil commotion
4. Any accident of which a contributing cause was **Your** actual or attempted commission of, or willful participation in, an illegal act or any violation or attempted violation of the law or **Your** resistance to arrest.
5. Whilst engaging in Aviation or Ballooning or whilst mounting into, dismounting from or traveling in any balloon or aircraft other than as passenger (fare paying or otherwise) in any duly licensed standard type of aircraft.
6. Participating in motor racing or trial run as a driver, co-driver or passenger
7. Curative treatments or interventions that **You** carry out or have carried out on **Your** body
8. Pregnancy and childbirth, miscarriage, abortion or complications arising out of any of these
9. War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, commotion unrest, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition of or damage or under the order of any government or public authority
10. Nuclear energy, radiation

11. Any existing disablement prior to the inception of the policy
12. Venereal or sexually transmitted diseases, HIV (Human Immunodeficiency Virus) or HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/ or mutant derivatives or variations however caused.
13. Any medical expenses, services, supplies or treatment or hospital stay which were not recommended or approved as medically necessary by a Physician.
14. Any expense incurred which is not exclusively medical in nature
15. Expenses incurred for emergency medical evacuation

### **Things You Should Do – Applicable to Section – VII**

1. If **You or insured person** meet with an accidental bodily injury that may result in a claim, then
  - a. **You or insured person** must immediately consult a Doctor and follow the advice and treatment that he Recommends
  - b. **You or insured person** or someone claiming on **Your** behalf must inform **Us** in writing immediately and in any event within 15 days
  - c. **You or insured person** must take reasonable steps to lessen the consequences of **Your** bodily injury.
  - d. **You or insured person** or someone claiming on **Your** behalf must promptly give **Us** the documentation and other information **We** ask for to investigate the claim or **Our** obligation to make payment for it.
  - e. **You or insured person** must have Yourself examined by **Our** medical advisors if **We** ask for this and as often as **We** consider this to be necessary.
  - f. In case of **Your or insured person's** death, someone claiming on **Your or insured person's** behalf must inform **Us** in writing immediately and send **Us** a copy of the Post Mortem report, FIR or any other document as required by **Us** within 15 days.
2. **We** have agreed to issue this policy based on the occupation that **You** have declared to **Us** while taking this policy. If **You** change **Your or insured person's** occupation then **You** must tell **Us** in writing within 30 days of the change. If **You** do not do this, then this insurance will cease as far as **You or insured person's** are concerned from the date that **You** changed **Your** or insured person's occupation.

3. **You** should send any communication meant to **Us** in writing to **Our** address shown in the **Schedule**.

### **Things We Will Do - Applicable to Section – VII**

- a. **We** will send any communication meant to **You** to **Your** address shown in the **Schedule**.
- b. **We** will make claim payment to **You** or **Your** Nominee or insured person or insured person's Nominee . If there is no Nominee and **You** or **Your** employees are incapacitated or deceased, **We**

will pay **Your or insured person** heir, executor or validly appointed legal representative and any payment **We** make in this way will be a complete and final discharge of **Our** liability to make payment.

- c. **We** will make all claim payments in Indian rupees within India only.
- d. If **We** cancel this policy **We** will give **You** 15 days notice in writing. In such cases **We** shall make **You** pro rata refund of premium for the balance period.
- e. If **You** renew this policy with **Us** within 7 days of expiry of the policy **We** shall give **You** 5% increase on the primary covers for each continuous claim free year. Maximum increase shall be 25% of the original policy sum insured. **You** will be eligible for this benefit only if the **Schedule** mentions that such benefit is included in the plan opted by **You**.
- f. If **You** renew this policy continuously with **Us**, **You** may become eligible for Renewal Discount in the renewal premium payable as per **Our** guidelines.

## **SECTION-VIII - LIABILITY**

### **Protection against Your Liability**

#### **VIII-A Your Legal Liability As a Tenant - Tenants Legal Liability**

**We** will provide cover up to amount specified in schedule if **You** are legally responsible as a tenant for:

- 1. loss of or damage to the insured premises by any of causes listed in Section-I under “covered accidents” other than Act of God Perils( Earthquake, lightening, subsidence, landslide, rock slide, Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation )
- 2. accidentally broken fixed glass which forms part of the buildings (including glass in solar-panel units and fixed baths, shower trays, shower screens, bidets, wash basins, splash backs, pedestals, sinks, toilet pans and cisterns) and their fixtures and fittings; or
- 3. accidental damage to cables or underground pipes providing services to or from the buildings, or septic tanks and drain inspection covers.

**We** will not cover loss or damage caused by:

wear, tear, settlement or shrinkage, vermin, insects, fungus, the weather, or anything which happens gradually; faulty materials, design or workmanship; building work which involves alterations, renovations, extensions or repairs; or subsidence or heave of the land.

#### **VIII-B Workers Compensation**

**We** will indemnify **You** against:

**Your** legal liability to pay compensation under the Fatal Accidents Act 1855, the Workmen’s Compensation Act 1923 or any amendment thereto or under common law in respect of personal injury by accident or disease sustained by your employees as mentioned in the schedule employed by **You** during the course of employment.

### **VIII-C Public Liability**

We will indemnify **You** against:

**Your** legal liability to pay **Damages** for civil claims of **Bodily Injury** or **Property Damage** arising out of Your use, ownership or occupation of the **Insured Premises** for solely for the purposes intended and caused by the negligent act, error or omission of **You**, save that no indemnity is available hereunder for any liability that may be incurred under the Public Liability Insurance Act 1991 or any other statute or law based on no fault or strict liability, or for any civil claim brought by the **You**; and not against claims arising out of or in connection with:- 1. Pollution howsoever caused 2. Any product.

**Specific Exclusions Applicable to Section – VIII-C** No indemnity is available hereunder and no payment will be made by **Us** for any claim directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following:

1. any voluntarily assumed liability unless such liability would have attached to **You** in the absence of such agreement;
2. any liability arising out of a deliberate, willful or intentional act, error, omission, or non-compliance with any statutory provision;
3. liability arising out of the ownership, possession or use by or on behalf of **You** or your employee of any motor vehicle or trailer.
4. liability arising out of the ownership, possession or use by or on behalf of **You** or **Your employee** of any watercraft, hovercraft, air- or spacecraft;
5. any interest and/or penalty imposed on **You** on account of **Your** failure to comply with the requirements laid down under the Workmen's Compensation Act 1923 or any amendment thereto;
6. the transmission of any communicable disease or virus;
7. occupation or business, trade or employment.

### **SECTION-IX - BAGGAGE**

#### **Accompanied Baggage**

We will indemnify **You** and/ or **Your Employee** in respect of the accidental loss of, destruction of or damage caused to personal baggage accompanying **You** and/ or **Your Employee** or for which **You** or **Your employees** are responsible whilst travelling anywhere in India beyond 25 km radius of the insured premises.

#### **Specific Exclusions Applicable to Section – IX**

We shall not be liable for and no indemnity is available hereunder in respect of:

1. 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 mechanised vehicle or aircraft by which such baggage is conveyed by **You** and/ or **Your Employee**;
2. loss or damage caused by or any process of cleaning, dyeing repairing or restoring to which the baggage is subjected;



3. loss or damage caused by moth, mildew or vermin;
4. 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);
5. loss or damage caused by mechanical derangement or over winding of watches and clocks;
6. 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;
7. loss or damage whilst being conveyed by any carrier under contract of affreightment;
8. loss of or damage to **Jewellery or Valuables**;
9. loss of or damage to article which did not form part of the **Contents** of the baggage when the journey commenced unless specifically declared and accepted by **Us**;
10. loss or destruction of or damage to baggage of a consumable nature;
11. loss of or damage to carried loose articles such as sticks, straps, umbrellas, unshades, deck chairs, property in use on the journey or articles of clothing whilst being worn on the person or carried about;
12. 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;
13. any tour or travel undertaken within the municipal limits of the village, town or city wherein You and/ or Your Family member are permanently resides.
14. loss of cash, cheque, promissory notes or any negotiable instruments, stamps and foreign exchange.

#### **Basis of Loss Settlement to Section – IX**

1. Where an insured item can reasonably be repaired or reinstated at a cost less than the replacement cost then, **We** will indemnify **You** up to the **Sum Assured** 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, **We** shall indemnify **You** in respect of the restoration or replacement costs up to the **Sum Assured only**.

#### **SECTION-X – PLATE GLASS**

**We** will indemnify **You** in respect of any accidental loss of or damage caused to **Plate Glass** at the **Insured Premises subject to limit of indemnity mentioned in schedule**.

In the event of an accepted claim, **We** will also indemnify **You** in respect of the reasonable cost of erecting any temporary boarding necessitated by such loss or damage to **Plate Glass**, and repairing and reinstating Frames and 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.



### **Specific Exclusions Applicable to Section – X**

We shall not be liable for and no indemnity is available hereunder in respect of loss or damage:

1. occurring during the course of any alteration, removal or repair to the **Plate Glass**;
2. comprising the breakage of lettering unaccompanied by the breakage of or damage to **Plate Glass**;
3. comprising the disfiguration or scratching of or damage to **Plate Glass** other than a fracture extending through the entire thickness of the **Plate Glass**;
4. any **Plate Glass** other than **Plate Glass** of plain and ordinary glazing quality, unless specifically stated otherwise in the **Schedule**;
5. breakage of **Plate Glass** not completely and securely fixed;
6. any consequential damage or losses, whether of a financial or property nature or by reason of personal injury, and any legal liability of **Yours**;
7. loss of or damage that is insured under any other Cover herein;
8. any loss or damage that is the subject of insurance under **Ours** plate glass or other insurance policy.

### **Basis of Loss Settlement to Section – X**

1. **We** 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 **You**.
2. If **We** opt to make payment to **You**, then 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**. 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.
3. If the value of the **Plate Glass** hereby insured shall at the time of any insured event be collectively of greater value than the **Sum Assured** thereon then **You** shall be considered **Your** 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.
4. **You** shall bear a deductible for each and every claim as mentioned on the Policy Schedule.

## **SECTION – XI – MONEY INSURANCE**

### **Money Insurance**

We will indemnify **You** in respect of:

- I. loss by accident or misfortune whilst **Yours'** money is in **Your** hands or in the hands of employee(s) of the Insured in transit, between the insured premises and bank ( including Automatic Teller Machine centers) and vice versa

- II. loss of or damage to money and/ or valuables by Burglary and/ or Housebreaking, whilst contained in safe, burglar resistance or other steel cupboards/ cashbox and/ or such other places under lock and key in the premises stated in the Schedule
- III. loss of money whilst lying in the cashier's till in the insured premises, during business hours consequent to or following assault and/or violence against the  
Insured or any 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 Provided always that:
  - 1. In no event the Company shall be liable for any loss unless notified forthwith to the Company in writing.
  - 2. A complete account of cash in safe, steel cupboards, cash box and/ or other places under lock and key shall be kept secured in some place other than the place where the money covered is kept and **Our** liability shall be limited to the amount actually shown by such records not exceeding the amount stated in the Schedule under this section. **Specific Exclusions Applicable to Section – XI**

**We** shall not be liable in respect of:

- a. Loss of money where any employee of You or member of Your 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.
- b. Shortage due to error or omission.
- c. Loss of money by removal from safe following the use of the Key to the said safe or any duplicate thereof belonging to the Insured unless such key has been obtained by assault or violence or any threat thereat.

## **SECTION – XII – FIDELITY GUARANTEE**

**We** will indemnify **You** against direct pecuniary loss due to fraud / dishonesty or fraudulent conversion of money or money's worth during the period of this insurance caused by the permanent salaried employees of the insured named in the schedule, whilst on the 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.

### **Specific Conditions Applicable to Section – XII**

- (a) On the discovery of any act which may give rise or has risen in a claim under this section, **You** shall:
  - 1. 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 complain lodged with police authorities
  - 2. immediately take all steps to prevent further loss,

3. supply at the request of and free of expense to **Us** all such proof, information and other evidence (verified by statutory declaration if so required) relating to the claim as **We** may require.
- (b) **You** 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) **Our** liability for each employee in respect of all losses during the period of insurance is limited to the sum stated in the attached schedule against the said employee.
- (d) Any money of the Employee in the hands of **You** and any money which but for the Employee's dishonesty would have been due to the Employee from **You** 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 **You**, not exceeding, however, the amount paid by **You**.
- (e) **You** shall when required by **Us** but at the expense of **Us** 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 **Our** expense give all information and assistance to enable **Us** 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 **We** shall have become liable to pay in respect thereof.
- (f) **We** shall be entitled at its own expense and for its own benefit in the name of **You** to prosecute all claims and exercise all rights of action competent to **You** against the employee in respect of any act against **You** in connection with which it may have made payment under this Policy and **You** shall give to **Us** all such information and assistance as may be reasonable for maintaining such claims or rights.

**We** 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 **You** or **Your** legal personal representative shall in all cases be an effectual discharge to the Company.

### **Specific Exclusions Applicable to Section – XII**

**We** shall not be liable in respect of:

1. loss due to loss of potential income, including but not limited to interest and dividends and loss of computer time, not realized by **You** because of loss covered under this Policy;
2. costs, fees and other expenses incurred by **You** in establishing the existence of or amount of loss covered under this Policy, except as may be specially stated to the contrary under Special Condition e of this section under this Policy;
3. damages of any type for which **You** are legally liable, except direct compensatory damages for which **You** are legally liable and arising from a loss covered under this Policy.;
4. the costs of defending any legal proceeding brought against **You** or the fees, costs or expenses incurred or paid by **You** in prosecuting or defending any legal proceeding whether or not such proceeding results or would result in a loss to the Insured covered by this Policy;
5. loss, or that part of any loss, as the case may be the proof of which either as to its existence or as to its amount, is dependent upon an inventory

computation or profit and loss computation alone;

6. loss caused by any Employee who, at the time of committing any fraudulent or dishonest acts (as Insured hereunder) controls more than five percent of the issued share capital of the Insured company or of any Subsidiary of the Insured company;
7. loss caused by any broker, factor commission, consignee, contractor or other agent or representative of the same general character;
8. loss caused by any Employee from and after the time that the Insured or any partner or officer thereof not in collusion with such Employee shall have knowledge or information that such Employee has committed any dishonest or fraudulent act whether such act be committed any (a) after the date of employment by the Insured or, (b) prior to the date of employment by the Insured.
9. any liability in respect of any loss or claim (a) arising out of or in connection with any circumstances or occurrences which have been notified to any insurer on any other policy of insurance effected prior to the inception of this Policy;(b) arising out of or in connection with any circumstances or occurrences known to **You** prior to the inception of this Policy; and
10. loss due to loss of and /or damage to proprietary information, trade secrets, confidential processing methods or other confidential information of any kind. In any claim, and in any action, suit or other proceeding to enforce a claim under this Policy for loss, the burden of proving that such loss does not fall within this Exclusion shall be upon **You**.

#### **Basis of Loss Settlement to Section – XII**

**We** may, with the consent of **You** settle any claim for loss of property with the owner thereof. Any property for which **We** have made an indemnification shall become the property **Ours**.

**We** may, at **our** discretion, pay the actual cash value or make repairs to or replacements of such property. If **We** and **You** cannot agree upon such cash value or such cost of repairs or replacements, such cash value or such cost shall be determined by arbitration

#### **Section – XIII - Pedal Cycle**

**We** will indemnify **You** against:

1. the repair or replacement costs in respect of the Pedal Cycle caused by any unforeseen and sudden physical loss (except a cause specifically excluded), provided that **Our** liability 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 Assured** set against such item in the **Schedule**, and
2. all sums that **You** may become legally liable to pay as litigation expenses (defence costs if incurred with **Our** prior written consent and, if ordered, claimant's costs) and compensation in respect of accidental damage to property in which **You** have no interest, or accidental death of or bodily injury to persons other than **You**, **Your Family** or employee arising out of an accident happening through or in connection with the Pedal Cycle, subject to a limit of Rs.30,000/- for any and all claims in any one **Policy Period**.

### **Specific Exclusions Applicable to Section – XIII**

**We** shall not be liable for and no indemnity is available hereunder in respect of:

1. 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;
2. damage caused by over loading, strain or mechanical breakdown;
3. loss of or damage to accessories by theft unless the Pedal Cycle is stolen at the same time;
4. loss, damage or liability occurring whilst the Pedal Cycle is being used for competition, racing or pace making.

### **Basis of Loss Settlement to Section – XIII**

1. Where the Pedal Cycle can reasonably be repaired or reinstated at a cost less than the replacement cost then, **We** will indemnify **You** 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, **We** shall indemnify **You** in respect of the replacement costs up to the sub-limit of the **Sum Assured** set against such item in the **Schedule**.
3. **You** shall bear the deductible for each and every claim as mentioned on the Policy Schedule.

### **Special Condition applicable to Section – XIII**

If left unattended, the Pedal Cycle must be properly locked and secured.

### **SECTION XIV - NEON SIGN/ GLOW SIGN**

**We** will indemnify **You** in respect of loss or damage to Neon sign/glow sign, belonging to **You** and fixed in the insured premises by

- (a) Accidental External Means
- (b) Fire, Lightning, External Explosion or theft
- (c) Riot, Strike Malicious Act or Terrorism
- (d) Flood, Inundation, Storm, Tempest, Typhoon, Hurricane, Tornado or Cyclone Provided that **We** shall not be liable in respect of each and every claim for the deductible mentioned on the Policy Schedule, provided that **Our** liability in respect of any loss or all losses in any one Period of Insurance is limited to the sum set against in the Schedule.

### **Specific Exclusions Applicable to Section – XIV**

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

## EXCLUSIONS APPLICABLE TO ALL SECTIONS

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

1. Loss, destruction or damage caused by war, invasion, act of foreign enemy hostilities or war like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.

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.

2. Loss or damage caused by depreciation or wear and tear.
3. Consequential loss or liability of any kind or description except for Section II Business Interruption.
4. Loss, destruction or damage directly or indirectly caused to the property insured by
  - a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - b. the radioactive toxic, explosives or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

5. Loss, destruction or damage caused to the insured property by pollution or contamination excluding

- a. pollution or contamination which itself results from a peril hereby insured against.
- b. any peril hereby insured against which itself results from pollution or contamination

6. **Terrorism Damage Exclusion Warranty : (Applicable to All Sections other than Section 1, unless Terrorism Extension is taken under individual sections on payment of additional premium)**

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

For the purpose of this warranty an act of terrorism means an act, 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), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.

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

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

#### **Clause G. Conditions (applicable to all sections)**

#### **I) Your Obligations**

##### **1. Make true and full disclosure in the proposal and related documents**

i. You have a duty of disclosure to tell Us everything You know, or could reasonably be expected to know, that is relevant to Us for deciding whether to give You insurance cover and on what terms. You owe this duty to disclose such relevant material information even if We have not specifically asked for it. This duty extends to any information or declarations given by anyone else on Your behalf.

ii. We have agreed to give You insurance cover entirely on the basis of the information You, or anyone on Your behalf, have given Us in the proposal, statements and other declarations and documents (in writing or electronic) about Yourself, the Building, Plant and Machinery, Furniture, Fixture, Fittings, Stocks and other Contents. The correct and complete information You give is the basis of Our contract with You. Our promise to pay is conditional upon the truth of these statements and on the assumption that You, or anyone on Your behalf, has not withheld any material information about Yourself, the Building, Plant and Machinery, Furniture, Fixture, Fittings, Stocks and other Contents.

##### **2. Make true statements and full disclosure in the claim and related documents**

You must also give true and full information in Your claim and submit true documents. If You give any false information or document in the claim, or if You withhold any information or document (written or electronic), We have a right to refuse payment of Your claim. We may also cancel Your policy.

##### **3. Obligation to take care: You must:**

- i. ensure that unauthorised persons do not occupy Your Premises.
- ii. whenever Your Premises or any Building in Your Premises is unoccupied, You must ensure that all security procedures on Your Premises are in force.

##### **4. Inform change in circumstances:**

You must inform Us immediately if:

- i. You change the nature of Your Business or any processes,
- ii. You let out Your Premises or any part, or Your Premises will no longer be solely occupied by You
- iii. You change the use of Your Premises or any Building,
- iv. Your Premises or any Building remains unoccupied for more than 30 days.

##### **5. Allow inspection and investigation of claim**

You must allow and give full cooperation for the survey/investigation of Your claim by Us. You must allow Us, and any surveyor, officer or other representative that We authorise, to enter Your Premises, inspect it,



take photographs and where required, permit the scientific testing and investigation of any insured article affected by the insured peril, You must answer all questions asked regarding Your claim truthfully and completely, and submit all documents that We will require.

## 6. Follow claim procedure

When You suffer any loss or damage to any Insured Property, and wish to make a claim, You must follow all steps stated in this Policy about immediate reporting to Us and to the appropriate Legal Authorities as per **Clause G (IV)** of this Policy.

## II) Renewal of Policy

**1. End of Policy:** This Policy will expire at the end of the Policy Period.

**2. Application for renewal:** If You wish to renew the Policy, You must apply for renewal before the end of the Policy Period and pay the required premium amount.

**3. Renewal is not automatic:** We may seek relevant information from **You** for the purpose of renewal. We can reject Your renewal only on grounds of mis-representation, non-disclosure of material facts, fraud or non-co-operation on Your part.

## III) Cancellation and Termination of Policy

### 1. Cancellation by You at any time

a. You can cancel this Policy at any time by giving Us notice in writing. The Policy will terminate when We receive Your notice.

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

Time for which Policy in force	Refund of premium
For a period not exceeding 15 days	90 % of Annual premium
For a period not exceeding 1 month	85% of Annual premium
For a period not exceeding 2 months	70% of Annual premium
For a period not exceeding 3 months	60% of Annual premium
For a period not exceeding 4 months	50% of Annual premium
For a period not exceeding 5 months	40% of Annual premium
For a period not exceeding 6 months	30% of Annual premium
For a period not exceeding 7 months	25% of Annual premium
For a period not exceeding 8 months	20% of Annual premium
For a period not exceeding 9 months	15% of Annual premium
For a period exceeding 9 months	No refund

### 2. Cancellation by Us

We will not cancel the Policy during the policy period except on the grounds of mis-representation, non-disclosure of material facts, fraud or non-co-operation of the insured.

### 3. Automatic termination of the Policy:



This Policy will automatically end in the following cases:

a. **Destruction of any Insured Building:** This Policy will automatically end 7 (seven) days after any Insured Building collapses or is displaced or destroyed by reason other than any Insured Event. If a separable part of any Insured Building falls down or is destroyed by reason other than any Insured Event, the cover will end for such part or additional structure.

b. You can apply within 7 (seven) days of such fall or destruction for continuing insurance cover. We may agree, but will not be bound, to continue the cover on revised rates, terms and conditions.

c. **Change of use or ownership of Insured Property:** The Policy will end in regard to the Insured Property affected, unless You have obtained Our prior consent in writing as an Endorsement on the Policy,

i. if You change the trade or manufacture, or the nature of Your occupation, or You change other circumstances relating to the Building or a building containing any Insured Property in such a way as to increase the risk of loss or damage by Insured Events;

ii. if Your interest in any Insured Property passes to another except by will or operation of law.

d. **Sale of Insured Property:** This Policy will end when You sell, surrender or release Your interest in any Insured Property or its part.

e. **Exhaustion of Sum Insured:** If any Insured Property is lost, destroyed or stolen, or is a Total Loss, and We pay You the full Sum Insured for such item, the insurance cover for that item will automatically end. If We pay the total Sum Insured for any claim, this Policy will end.

f. **Effect of death:** If You are an individual, in the event of Your unfortunate death the Insurance Covers that You have purchased will continue for the benefit of Your legal representative/s during the Policy Period subject to all the terms and conditions of this Policy.

g. **Policy not invalidated:** The Policy is not invalidated:

i. by transfer of Your interest in the Policy by operation of law, if that occurs during the Policy Period. We can continue this policy on same or modified terms in favour of Your legal representatives if they apply for this purpose within 30 days of such transfer;

ii. by any act, omission, or alteration unknown to You, or beyond Your control, that increases the risk of loss or damage, if You give notice to Us immediately when You become aware of the act, omission or alteration, and pay additional premium if required; or

iii. if Your employees or workmen carry out repairs, maintenance work or minor alterations in the Insured Property.

#### **IV) Claims Procedure**

If You suffer a loss because of an Insured Event, You must make a claim for Your financial loss at Your cost.

The procedure for making a claim is given below. These include things that **You must do**, and that **You must not do**. It is important to comply with these to ensure that it does not prejudice Your claim in any manner.

### **1. Immediate notice to Us**

- a. As soon as any loss or physical damage occurs to any Insured Property due to an Insured Event, You must immediately give notice to Us of the loss or damage. This is necessary so that We can survey/investigate the loss or damage.
- b. You can give notice to any of Our offices or call centers.
- c. You must state in this notice
  - i. the Policy Number,
  - ii. Your name,
  - iii. details of report to the police that You made,
  - iv. details of report to any Authority that You made,
  - v. details of the Insured Event,
  - vi. a brief statement of the loss,
  - vii. particulars of any other insurance of the Insured Property, Your Premises or any other Property on Your Premises,
  - viii. details of loss or damage under Add-ons, if any, and
  - ix. submit photographs of loss or physical damage, wherever possible.

### **2. Steps to prevent loss and damage**

- a. You must take all reasonable steps to prevent further loss or damage to the Insured Property.
- b. Until We have inspected the Insured Property and Your Premises, and have given Our consent,
  - i. You must not sell, give away or dispose of any damaged items of any property,
  - ii. You must not wash or clean, or remove any damaged item or debris, except for any urgent necessity, and
  - iii. You must not carry out repairs unless such repairs are urgent and You cannot contact Us.

### **3. Immediate notice to authorities**

- a. As soon as any loss or damage occurs to the Insured Property, You must give immediate report to appropriate legal authorities. For example, You must report to the fire brigade of the local authority and the police if there is damage by fire/ explosion / implosion or lightning. In case of subsidence /landslide/rockslide, You must inform the District Administration. In the event of impact damage of any kind or Riot Strikes, Malicious acts and acts of terrorism, You must inform the police. If there is a theft within 7 (seven) days following an Insured Event, You must inform the police.
- b. We may but not necessarily, waive this condition if We are satisfied that by reason of extreme hardship it was not possible for You or any other person on Your behalf to give such report.

### **4. Submit claim**

- i.
  - a. You must submit Your claim in Our claim form at the earliest opportunity, but within 30 days from the date You first notice the loss or damage. The claim form is available in any of Our branches, and on Our web-site.
  - b. You must state in Your claim the details of any other insurance policy that covers the damage or loss for which You have filed Your claim, whether You have purchased such other insurance, or someone else has purchased it for You.
- ii. We shall not be liable for any loss or damage after the expiry of 12 months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration. If We disclaim liability for a claim You have made and if the claim is not made a subject matter of a suit in a court of law within a period of 12 months from the date of disclaimer , the claim shall not be recoverable hereunder.

## **5. Establish loss**

You must prove that the Insured Event has occurred, and the extent of loss or physical damage You have suffered with full details,

- i. You must support Your claim for Insured Property with plans, specification books, vouchers, invoices pertaining to costs incurred by You for reconstruction/replacement/repairs.
- ii. You must allow Us, Our officers, surveyors or representatives to inspect the Insured Property, and to take measurements, samples, damaged items or parts, and photographs that are relevant.
- iii. You must give Us authority to see the relevant records and get information about the Event and Your loss from the police or any other authority.
- iv. You must give Us when We request any additional information that We require for verifying Your claim.

## **6. Fraudulent claim**

If You, or anyone on Your behalf, make a false or fraudulent claim, or support a claim with any false or fraudulent statement or documents:

- i. We will not pay the claim,
- ii. We can cancel the Policy: in such a case, You will lose all benefits under this Policy and premium that You have paid, and
- iii. We can also inform the police, and start legal proceedings against You.

## **7. Other insurance**

- i. If You have any other policy with Us or any other Insurance Company (taken by You or by anyone else for You) covering in whole or in part any claim that You have made under this Policy, You have a right to ask for settlement of Your claim under any of these policies.
- ii. If You choose to claim under this Policy from Us, We will settle Your claim within the limits and the terms and conditions of this Policy.
- iii. After We pay the amount under Your claim, We have the right to ask for contribution from the Insurers that have given You the other policies.
- iv. We will ensure that Our actions do not impose any liability on You.
- v. This condition is not applicable for Section VII and Section VIII which are benefit payment section.

## **8. Our rights relating to Insured Property**

i. We must investigate/survey that Your claim is covered by this Policy. For this purpose, We will give You notice and request Your cooperation as follows:

- a. We and Our representatives will visit Your premises, inspect the Insured Property
- b. We will ask You to give to Us any items of the Contents of Your premises for the purposes examination, testing, or any other investigation,
- c. We will dispose of or deal with or sell any item of the Contents of Your Premises for which loss We have paid completely.

ii. We will ensure that Our actions will not impose any liability on You.

#### **9. Recovery action by Us**

- i. When We accept and pay Your claim under the Policy, We can start legal proceedings to recover the amount or property from the third party who has caused the loss or damage to Your Insured Property. You must give authority to Us to take such action and exercise this right effectively, when We request You, whether before or after making payment of Your claim. You must give all information, cooperation, assistance and help for this purpose. You must not do anything which will prejudice Our right.
- ii. Any amount We recover from such person will be applied first to the costs of the legal proceedings and recovery, then to the claim amount We have paid or must pay to You. We will pay You any balance.
- iii. You can start legal proceedings against any person who has caused the loss or damage only with Our prior consent, and on conditions that We will impose. You must not compromise or settle any claim against such person without Our consent. If You recover any amount from such person, You must return to Us the amount We have paid for Your claim. We can take over the conduct of legal proceedings that You have started and continue the proceedings in Your name.

#### **10. Subrogation**

**You** and any claimant under this **Policy** shall at the expense of **Us** do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by **Us** for the purpose of enforcing any civil or criminal rights and remedies or obtaining relief or indemnity from other parties to which **We** shall be or would become entitled or subrogated upon **Us** 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 **Your** indemnification by **Us**. This condition is not applicable for Personal Accident Section which is a benefit payment section.

#### **11. Restoration of Sum Insured:**

All sums which may from time to time be paid by way of indemnity under this Policy in any one Period of Insurance shall be accounted in diminution of the Total Sum Insured so that in case of any subsequent event giving rise to a claim occurring during the same period the total amount payable during that period by the Company shall not in any case exceed the Total Sum Insured. In the event of the property lost, destroyed or damaged being replaced by other property, the Company will at the Insured's request extend this insurance by endorsement to include such property upon payment of the appropriate prorata additional premium.

## **Clause H. Changes to covers**

1. You can choose to make changes to the covers of this Policy, for example, take additional cover, or increase or reduce any Sum Insured. You must make a proposal or request for any change. It will be effective only after We have accepted Your proposal, and You have paid the additional premium where applicable.
2. This Policy (including the Policy Schedule, the proposal, declarations and the Endorsements) consists of the entire contract between You and Us.

## **Clause I. Other details**

### **1. 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.

### **2. Notices**

- i. We will send any notice, letter or communication in writing to You at Your address mentioned in the Policy Schedule, and to Your email address that You have registered with Us.
- ii. You will send any notice, letter, intimation or communication in writing to Us at the branch office where You purchased the Policy. You can also send it at the address mentioned in the Policy Schedule. You shall not send any notice etc. to the insurance agent, broker or any other entity. They are not authorised to receive notices etc. on Our behalf.

### **3. Applicable law and jurisdiction**

This Policy will be subject to the laws of India, and to the jurisdiction of courts in India.

### **4. Arbitration**

The parties to the contract 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.

### **5. Territorial Limits**

This **Policy** covers insured events arising during the **Policy Period** within India. **Our** liability to make any payment shall be to make payment within India and in Indian Rupees only.

6. **You** 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 Us which shall be entitled to take over and conduct in the name of **You** the defence and/or settlement of any such claim, for which purpose You shall give all the information and assistance that We may reasonably require.

### **Clause J. Grievances**

If You have a grievance about any matter relating to the Policy, or Our decision on any matter, or the claim, You can address Your grievance as follows:

#### **1. Our Grievance Redressal Officer**

You can send Your grievance in writing by post or email to Our Grievance Redressal Officer at the following address:

**You can directly contact our Grievance Redressal Officer at our Head office.**

☐ **You can email to : [fggro@futuregeneraliali.in](mailto:fggro@futuregeneraliali.in) or call at: 7900197777**

☐ **You can write directly to our Grievance Redressal Cell at our Head office:**

Grievance Redressal Cell, Future Generali India Insurance Company Ltd.

Lodha I – Think Techno Campus, B Wing – 2nd Floor, Pokhran Road – 2, Off Eastern Express Highway Behind TCS, Thane West – 400607.

Please send your complaint in writing. You can use the complaint form, annexed with your policy.

Kindly quote your policy number in all communication with us. This will help us to deal with the matter faster

#### **2. Consumer Affairs Department of IRDAI**

a. In case it is not resolved within 15 days or if You are unhappy with the resolution You can approach the Grievance Redressal Cell of the Consumer Affairs Department of IRDAI by calling Toll Free Number 155255 (or) 1800 4254 732 or sending an email to [complaints@irdai.gov.in](mailto:complaints@irdai.gov.in). You can also make use of IRDAI's online portal - Integrated Grievance Management System (IGMS) by registering Your complaint at [igms.irda.gov.in](http://igms.irda.gov.in).

b. You can send a letter to IRDAI with Your complaint on a Complaint Registration Form available by clicking [here](#). You must fill and send the Complaint Registration Form along with any documents by post or courier to General Manager, Insurance Regulatory and Development Authority of India (IRDAI), Consumer Affairs Department- Grievance Redressal Cell, Sy.No.115/1, Financial District, Nanakramguda, Gachibowli, Hyderabad-500032.

c. You can visit the portal <http://www.policyholder.gov.in> for more details.

#### **3. Insurance Ombudsman**

You can approach the Insurance Ombudsman, depending on the nature of Your grievance and the financial implications, if any. Information about Insurance Ombudsmen, their jurisdiction and powers is available on the website of the Insurance Regulatory and Development Authority of India (IRDAI) at [www.irdai.gov.in](http://www.irdai.gov.in), or of the General Insurance Council at [www.generalinsurancecouncil.org.in](http://www.generalinsurancecouncil.org.in), the Consumer Education Website of the IRDAI at <http://www.policyholder.gov.in>, or from any of Our Offices.

**Note: Insurer to give details of Insurance Ombudsmen.**

**Clause K. Information about Us**

**Future Generali India Insurance Company Limited**

Address Unit No. 801 & 802, Tower C, 247 Embassy Park, LBS Marg, Vikhroli (West),  
Mumbai – 400083

CIN: U66030MH2006PLC165287

Web: <https://general.futuregenerali.in>

E-mail : [fgcare@futuregenerali.in](mailto:fgcare@futuregenerali.in)

Customer Service: 1800-220-233 | 1860-500-3333 | 022-67837800



## **ANNEXURE 1- CLAUSES/ENDORSEMENTS**

### **TERRORISM DAMAGE COVER ENDORSEMENT (Material Damage Only)**

#### **INSURING CLAUSE**

Subject otherwise to the terms, exclusions, provisions and conditions contained in the Policy and in consideration of the payment by the Insured to the Company of additional premium as stated in the Schedule, it is hereby agreed and declared that notwithstanding anything stated in the "Terrorism Risk Exclusion" of this Policy to the contrary, this Policy is extended to cover physical loss or physical damage occurring during the period of this Policy caused by an act of terrorism to the location/s mentioned in the schedule subject to the exclusions, limits and excess described hereinafter.

For the purpose of this cover, 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 organization(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 cover also includes loss, damage, cost or expense directly caused by, resulting from or in connection with any action taken in suppressing, controlling, preventing or minimizing the consequences of an act of terrorism by the duly empowered government or Military Authority.

Provided that if the Insured is eligible for indemnity under any government compensation plan or other similar scheme in respect of the damage described above, this Policy shall be excess of any recovery due from such plan or scheme.

For the purpose of the aforesaid inclusion clause, "Military Authority" shall mean armed forces, para military forces, police or any other authority constituted by the government for maintaining law and order.

#### **LOSSES EXCLUDED**

This cover shall not indemnify loss of or damage to property caused by any or all of the following: -

1. loss by seizure or legal or illegal occupation;
2. loss or damage caused by:
  - (i) Voluntary abandonment or vacation,
  - (ii) Confiscation, commandeering, nationalisation, requisition, detention, embargo, quarantine, or any result of any order of public or government authority, which deprives the Insured of the use or value of its property;
3. loss or damage arising from acts of contraband or illegal transportation or illegal trade;
4. loss or damage directly or indirectly arising from or in consequence of the seepage and or discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any

solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment;

5. loss or damage arising directly or indirectly from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind;
6. loss or damage arising directly or indirectly from or in consequence of asbestos emission, release, discharge, dispersal or escape or asbestos exposure of any kind;
7. any fine, levy, duty, interest or penalty or cost or compensation/damages and/or other assessment which is incurred by the Insured or which is imposed by any court, government agency, public or civil authority or any other person;
8. loss or damage by electronic means including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon. This exclusion shall not operate to exclude losses (which would otherwise be covered under this Policy) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile;
9. loss or damage caused by vandals or other persons acting maliciously or by way of protest or strikes, labour unrest, riots or civil commotion;
10. loss or increased cost occasioned by any public or government or local or civil authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any property insured hereunder;
11. any consequential loss or damage, loss of use, delay or loss of markets, loss of income, depreciation, reduction in functionality, or increased cost of working;
12. loss or damage caused by factors including but not limited to cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service;
13. loss or increased cost as a result of threat or hoax;
14. loss or damage caused by or arising out of burglary, house - breaking, looting, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any action taken in respect of an act of terrorism;
15. loss or damage caused by mysterious disappearance or unexplained loss;
16. loss or damage directly or indirectly caused by mould, mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health;
17. total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.

## LIMIT OF INDEMNITY

The limit of indemnity under this cover shall not exceed the Total Sum Insured given in the Policy Schedule or INR 20,000,000,000 per compound/location whichever is lower.

In respect of several locations being covered under a single policy on a floater basis, the maximum aggregate loss suffered from all the locations mentioned in the Policy schedule shall not exceed Total Sum Insured as mentioned in the Policy Schedule or Rs.20,000,000,000/- whichever is lower.

In respect of several insurance policies within the same compound/location with one or different insurers, the maximum aggregate loss payable per compound/location by any one or all insurers shall be INR 20,000,000,000. If the actual aggregate loss suffered at one compound/location is more than INR 20,000,000,000 the amounts payable towards individual policies shall be reduced in proportion to the sum insured of the policies.

## EXCESS\*

Shops & Residential Risks: 1% of the claim amount for each and every claim subject to Minimum of INR 10,000 and Maximum of INR 500,000

Non-Industrial Risks: 1% of the claim amount for each and every claim subject to Minimum of INR 25,000 and Maximum of INR 1,000,000

Industrial Risks: 5% of the claim amount for each and every claim subject to Minimum of INR 100,000 and Maximum of INR 25,00,000

\*Whichever is applicable

## ADD ON COVERS

It is further declared and agreed that the limit of indemnity including the claim on add on cover(s) shall not exceed total sum insured plus separate sublimit opted for add on cover(s) or INR 20,000,000,000 whichever is lower. In respect of several insurance policies with in the same compound /location, the maximum aggregate loss payable per compound/location by any one or all insurers shall be INR 20,000,000,000.

## MID TERM COVER

In case the coverage under this endorsement is granted during the currency of the policy, no claims will be payable for loss or damage to property caused by an act of terrorism occurring during the first 15 (fifteen) days from the date of granting such cover.

## SANCTION, LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

## CANCELLATION CLAUSE

Notwithstanding the cancellation provisions relating to the basic insurance policy on which this endorsement is issued, there shall be no refund of premium allowed for cancellation of the Terrorism risk insurance during the period of insurance except where such cancellation is done along with the cancellation of the basic insurance. Where a policy is cancelled and rewritten mid-term purely for the purpose of coinciding with the accounting year of the insured, pro-rate refund of the cancelled policy premium will be allowed.

If the cancellation is for any other purpose, refund of premium will only be allowed after charging short term scale rates.

Note: The definitions, terms and conditions of main Policy save as modified or endorsed herein shall apply.

## **Terrorism Damage Cover Endorsement- Material Damage and Loss of Profit**

### **INSURING CLAUSE**

Subject otherwise to the terms, exclusions, provisions and conditions contained in the Policy and in consideration of the payment by the Insured to the Company of additional premium as stated in the Schedule, it is hereby agreed and declared that notwithstanding anything stated in the "Terrorism Risk Exclusion" of this Policy to the contrary, this Policy is extended to cover :-

(i) Physical loss or physical damage occurring during the period of this Policy caused by an act of terrorism to the location/s mentioned in the schedule, subject to the exclusions, limits and excess hereinafter contained,

For the purpose of this cover, 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 atone 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 f or 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.

(ii) loss, damage, cost or expense directly caused by, resulting from or in connection with any action taken in suppressing, controlling, preventing or minimizing the consequences of an act of terrorism by the duty empowered government or Military Authority.

Provided that If the Insured is eligible for indemnity under any government compensation plan or other similar scheme in respect of the damage described above, this Policy shall be excess of any recovery due from such plan or scheme.

For the purpose of the aforesaid inclusion clause, "Military Authority" shall mean armed forces, para military forces, police or any other authority constituted by the government for maintaining law and order.

(iii) Loss resulting from necessary interruption of business caused by direct physical loss or damage in respect of which liability has been admitted by the Company under (i) and/or (ii) above. In the event of such direct physical loss or damage, this Policy shall be liable for the actual loss sustained by the insured resulting directly from such necessary interruption of business, but not exceeding the loss of gross profits, as defined in the Policy, less charges and expenses which are not necessary during the interruption of business, for such length of time as would be required, with the exercise of due diligence and dispatch, to repair, rebuild or replace such part of the property as has been destroyed or damaged, commencing with the date of such direct physical loss or damage and not limited by the expiration of this Policy.

Due consideration shall be given to the continuation of normal charges and expenses, including payroll expenses, to the extent necessary to resume operations of the Insured with the same operational capability as existed immediately before the loss.

## **LOSSES EXCLUDED**

### **(A) For Materials Damage**

This cover shall not indemnify loss of or damage to property caused by any or all of the following:-

1. loss by seizure or legal or illegal occupation;
2. loss or damage caused by:
  - (i) voluntary abandonment or vacation,
  - (ii) confiscation, commandeering, nationalisation, requisition, detention, embargo, quarantine, or any result of any order of public or government authority, which deprives the Insured of the use or value of its Property;
3. loss or damage arising from acts of contraband or illegal transportation or illegal trade;
4. loss or damage directly or indirectly arising from or in consequence of the seepage and or discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment;
5. loss or damage arising directly or indirectly from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind;
6. loss or damage arising directly or indirectly from or in consequence of asbestos emission, release, discharge, dispersal or escape or asbestos exposure of any kind;
7. any fine, levy, duty, interest or penalty or cost or compensation/damages and/or other assessment which is incurred by the Insured or which is imposed by any court, government agency, public or civil authority or any other person;
8. loss or damage by electronic means including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon.

This exclusion shall not operate to exclude losses(which would otherwise be covered under this Policy) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile;

9. loss or damage caused by vandals or other persons acting maliciously or by way of protest or strikes, labour unrest, riots or civil commotion;

10. loss or increased cost occasioned by any public or government or local or civil authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any property insured hereunder;

11. any consequential loss or damage, loss of use, delay or loss of markets, loss of income, depreciation, reduction in functionality, or increased cost of working;

12. loss or damage caused by factors including but not limited to cessation, fluctuation or variation art, or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service;

13. loss or increased cost as a result of threat or hoax;

14. loss or damage caused by or arising out of burglary, house breaking, looting, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any action taken in respect of an act of terrorism;

15. loss or damage caused by mysterious disappearance or unexplained loss;

16. loss or damage directly or indirectly caused by mould, mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health;

17. total or partial cessation of work or the retardation interruption or cessation of any processor operations or omissions of kind.

#### **(B) For Loss of Profit**

This cover shall not indemnify:-

1. Increase in loss resulting from interference at the insured premises, by terrorists or other persons, with rebuilding, repairing or replacing the property or with the resumption or continuation of operation;

2. Increase in loss caused by the suspension, lapse, or cancellation of any tease, licence, contract, Or order, unless such results directly from the insured interruption of business, and then the Company shall be liable for only such loss as affects the Insured's earnings during, and limited to, the period of indemnity covered under this Policy;

3. increase in loss caused by the enforcement of any ordinance or law regulating the use, reconstruction, repair or demolition of any property insured hereunder;

4. the Insured's lack of sufficient capital timely restoration or replacement of property lost destroyed damaged;

5. loss resulting from:

- a) deliberate erasure, loss, distortion or corruption of information on computer systems or other records, programmes or software;
- b) other erasure, loss, distortion or corruption of information on computer systems or other records, programmes or software unless caused by damage to the machine or apparatus in which the records are mounted;
- 6. loss resulting from alterations, additions, improvements, rectification of defects or faults or elimination of any deficiencies carried out after the physical;
- 7. loss of market or any other consequential loss'
- 8. loss as a result of physical or mental or bodily injury to any person'
- 9. loss arising from contingent Business Interruption Extension of Business interruption / Loss of Profit Section under this policy, comprising of Customers and Suppliers premises, Prevention of Access and Public Utilities.

### **LIMIT OF INDEMNITY**

The limit of indemnity under this cover shall not exceed the Total Sum Insured for Material Damage and Loss of Profits given in the Policy Schedule or INR 20,000,000,000 per compound/location whichever is lower.

In respect of several locations being covered under a single policy on a floater basis, the maximum aggregate loss suffered for Material Damage and Loss of Profits from all the locations mentioned in the Policy schedule shall not exceed Total Sum Insured as mentioned in the Policy Schedule or Rs. 20,000,000,000/- whichever is lower.

In respect of several insurance policies within the same compound/location with one or different insurers, the maximum aggregate loss payable per compound/location by anyone or all insurers shall be INR 20,000,000,000 for Material Damage and Loss of Profits. If the actual aggregate loss suffered at one compound/location is more than INR 20,000,000,000 for Material damage and Loss of Profits, the amounts payable towards individual policies shall be reduced in proportion to the sum insured of the policies.

### **EXCESS**

#### **A. For material damage\***

Shops & Residential Risks: 1% of the claim amount for each and every claim subject to Minimum of INR 10,000 and Maximum of INR 500,000

Non-Industrial Risks: 1% of the claim amount for each and every claim subject to Minimum of INR 25,000 and Maximum of INR 1,000,000

Industrial Risks: 5% of the claim amount for each and every claim subject to Minimum of INR 100,000 and Maximum of INR 25,00,000

\*Whichever is applicable.

#### **B. For Loss of Profit**



In anyone occurrence of loss or damage, the Company shall not be liable for the amount obtained by multiplying seven (7) days standard turnover with rate of gross profit.

### **ADD ON COVERS**

It is further declared and agreed that the limit of indemnity including the claim on add on cover(s) shall not exceed total sum insured plus separate sublimit opted for add on cover(s) or INR 20,000,000,000 whichever is lower In respect of several insurance policies with in the same compound /location, the maximum aggregate loss payable per compound/location by any one or all insurers shall be INR 20,000,000,000.

### **MID TERM COVER**

In case the coverage under this endorsement is granted during the currency of the policy, no claims will be payable for loss or damage to property caused by an act of terrorism occurring during the first 15 (fifteen) days from the date of granting such cover.

### **SANCTION, LIMITATION AND EXCLUSION CLAUSE**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, united Kingdom or United states of America.

### **CANCELLATION CLAUSE**

Notwithstanding the cancellation provisions relating to the basic insurance policy on which this endorsement is issued, there shall be no refund of premium allowed for cancellation of the Terrorism risk insurance during if" period of insurance except where such cancellation is done along with the cancellation of the basic insurance. Where a policy is cancelled and rewritten mid-term purely for the purpose of coinciding with the accounting year of the insured, pro-rate refund of the cancelled policy premium will be allowed.

If the cancellation is for any other purpose, refund of premium will only be allowed after charging short term scale rates.

Note: The definitions, terms and conditions of the Policy save as modified or endorsed herein shall apply.

### ***Agreed Bank Clause***

If You have mortgaged, hypothecated or created any security over any Insured Property in favour of a Bank, and the Bank has an interest in the Policy, the name of such Bank will also be shown in the Policy Schedule under the title 'Agreed Bank Clause'. If You choose to add the name of such Bank at any time during the Policy Period this will be shown as an Endorsement. In this Clause, the word 'Bank' includes any financial institution.

Under this Clause, You agree as follows:

- i. We shall pay to the Bank the entire amount that We are liable to pay under this Policy. Such Bank will receive it for its own demand, and as agent for any other person interested in the amount.
- ii. When We pay the amount to the Bank, Our liability under this Policy will be discharged, and will be binding on all of You and all persons named as the insured.
- iii. Any notice or communication We make to the Bank under the provisions of this Policy shall be sufficient notice or communication to You.
- iv. Any settlement or compromise that We make with the Bank will be binding on You and all persons named as the insured. However, such settlement or compromise will not affect the rights of the Bank to recover any amount from You or any other person.
- v. If You make any change in the use of the Insured Property or Your Premises or sell or transfer the Insured Property, such actions will not prejudice the interest of the Bank under the Policy and this Clause, unless the condition has been broken
- vi. If You commit any act or omission that will increase the risk, the insurance cover will not be invalidated. However, the Bank shall notify Us of any change or ownership, or alterations and increase in risks as soon they become known to the Bank, and shall pay additional premium from the time of such change.
- vii. When We pay the amount to the Bank, We will become legally and automatically subrogated to all rights of the Bank to the extent of such payment. This will not impair or prejudice the rights of the Bank to recover any amount from You or any other person.

**N.B: The Bank shall mean the first named Financial Institution/Bank named in the policy.**

## Grievances

### Redressal of Grievance

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

Website: <https://general.futuregenerali.in/> Toll Free: 1800-220-233 / 1860-500-3333 / 022-67837800

Email: [Fgcare@futuregenerali.in](mailto:Fgcare@futuregenerali.in)

Courier: Grievance Redressal Cell, Future Generali India Insurance Company Ltd. Lodha I –Think Techno Campus, B Wing –2nd Floor, Pokhran Road –2, Off Eastern Express Highway Behind TCS, Thane West – 400607

Insured person may also approach the grievance cell at any of the company's branches with the details of grievance.

If Insured person is not satisfied with the redressal of grievance through one of the above methods, insured person may contact the grievance officer at [fggro@futuregenerali.in](mailto:fggro@futuregenerali.in) or call at: 7900197777

For updated details of grievance officer, kindly refer the link <https://general.futuregenerali.in/customer-service/grievance-redressal>

If Insured person is not satisfied with the redressal of grievance through above methods, the insured person may also approach the office of Insurance Ombudsman of the respective area/region for redressal of grievance as per Insurance Ombudsman Rules 2017. Kindly refer the annexure on Grievance Redressal Procedures.

Grievance may also be lodged at IRDAI Bima Bharosa (an Integrated Grievance Management System) - <https://bimabharosa.irdai.gov.in/>

**STATUTORY NOTICE: "INSURANCE IS THE SUBJECT MATTER OF THE SOLICITATION"**

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# GRIEVANCE REDRESSAL PROCEDURE

Dear Customer,

At Future Generali, we continuously strive for service excellence to give you exceptional customer experience. This helps us build trust and long-term relationship with you.

We request you to read the policy document including the terms and conditions carefully. This will help you understand your plan and drive maximum benefits. We want to ensure the plan is working for you and welcome your feedback.

## What is a grievance?

“Complaint” or “Grievance” means expression (includes communication in the form of electronic mail or other electronic scripts, Inbound Call, SMS, Letter), of dissatisfaction by a complainant with insurer, distribution channels, intermediaries, insurance intermediaries or other regulated entities about an action or lack of action about the standard of service or deficiency of service of such insurer, distribution channels, intermediaries, insurance intermediaries or other regulated entities.

- ▶ Explanation: An inquiry/ query or request does not fall within the definition of the 'complaint' or 'grievance'.
- ▶ Complainant means a policyholder or prospect or any beneficiary of an insurance policy who has filed a complaint or grievance against an insurer or a distribution channel.

We are always here for your help. You may use any of the following channels to reach us-

Helpline	Website	Email	Branch GRO	Complaint form
Call us on 1800 220 233/ 1860 500 3333/ 022-67837800	<a href="#">Click here</a> to know more	Write to us at <a href="mailto:fgcare@futuregenerali.in">fgcare@futuregenerali.in</a>	<a href="#">Click here</a> to know your nearest branch.	<a href="#">Click here</a> to raise a complaint

## By when will my grievance be resolved?

- ▶ You will receive grievance acknowledgement from us within 3 business days for your complaint.
- ▶ Final resolution will be shared with you within 2 weeks of receiving your complaint.
- ▶ Your complaint will be considered as closed if we do not receive any reply from you within 8 weeks from the date of receipt of response.

## How do I escalate my complaint if I don't receive a response on time?

- ▶ You may write to our Grievance Redressal Office at [fggro@futuregenerali.in](mailto:fggro@futuregenerali.in)
- ▶ You may send a physical letter to our Grievance Redressal Cell, Head Office at the below address-

Future Generali India Insurance Company Ltd.  
Lodha I – Think Techno Campus, B Wing – 2nd Floor, Pokhran Road – 2,  
Off Eastern Express Highway Behind TCS, Thane West – 400607

## GRIEVANCE REDRESSAL PROCEDURE

### What if I am not able to register my grievance?

You can comfortably raise a grievance via any of the above-mentioned avenues. If you face any challenge, you may write to the provided email IDs for help.

If you still face any challenge, you may use any of the below options to raise a complaint with the Insurance Regulatory and Development Authority (IRDAI)-

- ▶ Call toll-free number **155255**
- ▶ **Click here** to register complaint online

### Is there any special provision for senior citizen to raise grievance?

We understand our customers and their needs. Thus, have a separate channel to address the grievances of senior citizens. The concerns will be addressed to the senior citizen's channel ([care.assure@futuregenerali.in](mailto:care.assure@futuregenerali.in)) as complaints for faster attention or speedy disposal of grievance, if any.

### Insurance Ombudsman:

If you are still dissatisfied with the resolution provided, you may opt to approach the Office of the Insurance Ombudsman, provided the same is under their purview.

[Click here](#) to know the guidelines for taking up a complaint with the Insurance Ombudsman.

In case you wish to send your complaint to insurance ombudsman.

[Click here](#) to access the list of insurance ombudsman offices.