

THE ORIENTAL INSURANCE COMPANY LIMITED

OFFICE UMBRELLA POLICY

WHEREAS the Insured named in the Schedule hereto has made to THE ORIENTAL INSURANCE CO. LTD. (hereinafter called "The Company") a written proposal and declaration which shall be the basis of this contract and be deemed to be incorporated herein for the insurance hereinafter contained and has paid or agreed to pay the premium stated herein.

The Company hereby agrees subject to terms and conditions contained herein or endorsed or otherwise expressed hereon that if the Insured or any partner, director or member of the managerial staff or employee of the insured named in the schedule shall sustain LOSS or DAMAGE or INCUR LIABILITY or shall sustain BODILY INJURY by accident at any time during the period of insurance stated herein or any subsequent period in respect of which the Insured shall have paid or agreed to pay and the Company shall have accepted or agreed to accept the premium required for the renewal thereof, the Company will pay to the Insured the value, at the time of happening of such LOSS of the property so lost or the amount of such damage or the amount of liability incurred or the benefits specified herein but not exceeding in anyone period of insurance in respect of each of the several items specified herein the sum set opposite thereto respectively.

GENERAL CONDITIONS

- 1. NOTICE:** Every notice and communication to the Company required by this policy shall be in writing to the office of the Company through which this insurance is effected.
- 2. MIS-DESCRIPTION:** This Policy shall be void and all premiums paid hereon to the Company shall be forfeited in the event of mis-representation, mis-description or non-disclosure of any material particulars.
- 3. REASONABLE CARE:** The Insured shall take all reasonable steps to safeguard the property insured against any loss or damage. The Insured shall exercise reasonable care that only competent employees are employed and shall take all reasonable precautions to prevent all accidents and shall comply with all statutory or other regulations.
- 4. CANCELLATION:** The Company may at any time by giving seven days notice in writing cancel this Policy in which case the Company shall return to the Insured a proportion of the last premium corresponding to the unexpired period of Insurance. The Insured may at any time cancel this policy and in such event the Company shall allow refund after retaining premium at Company's short period rate (table given below) provided no claim has occurred up to the date of cancellation.

For a period not exceeding	15 days	10% of the Annual rate
For a period not exceeding	1 months	15% of the Annual rate
For a period not exceeding	2 months	30% of the Annual rate
For a period not exceeding	3 months	40% of the Annual rate
For a period not exceeding	4 months	50% of the Annual rate
For a period not exceeding	5 months	60% of the Annual rate
For a period not exceeding	6 months	70% of the Annual rate
For a period not exceeding	7 months	75% of the Annual rate
For a period not exceeding	8 months	80% of the Annual rate
For a period not exceeding	9 months	85% of the Annual rate
For a period exceeding	9 months	The full Annual rate.
<i>N.B. Extension of short period policies not permitted.</i>		

5. CLAIMS PROCEDURE:

- i) The insured shall upon the occurrence of any event giving rise to or likely to give rise to a claim under this Policy:
 - a. in the event of theft, lodge forthwith a complaint with the Police and take all practicable steps to apprehend the guilty person or persons and to recover the property lost.
 - b. give immediate notice thereof to the Company and shall within Fourteen (14) days thereafter furnish to the Company at his own expense detailed particulars of the amount of the loss or damage together with such explanation and evidence to substantiate the claim as the Company may reasonably require.
 - c. furnish details of other insurances, if any.
- ii) If the Insured or any partner, director or member of the managerial staff or employee of the insured named in the schedule sustains any bodily injury in respect of which claim is or may be made hereunder, prompt written notice thereof shall be given to the company as soon as possible but in any event within Fourteen days of the date of injury. If the insured or any partner, director or member of the managerial staff or employee of the insured named in the schedule covered under this Policy shall die, immediate notice of death shall be given by the insured/legal representatives forthwith. In the event of loss of sight or amputation of limbs written notice thereof must also be given within one calendar month after such loss of sight or amputation. All certificates, information and evidence whether from a Medical Attendant or otherwise required by the company shall be furnished at the expense of the Insured or his legal representatives and shall be in such form and of such nature as the Company may prescribe. The Insured Person must immediately after the occurrence of an accident, which may be the subject of a claim hereunder, obtain medical treatment, failing which the Company will not be liable for any consequences thereof.
- iii) Any medical or other agent of the Company shall be allowed to examine the Insured Person on the occurrence of any alleged injury or disablement when and so often as the same may reasonably be required on behalf of the Company and in the event of death, to make a post mortem examination of the Body of the Insured Person. Such evidence as may be from time to time required by the Company shall be furnished and a postmortem report, if necessary be furnished within the span of 14 days after demand in writing and in the event of a claim in respect of loss of sight, the Insured or the Insured Person shall undergo at the Insured's expense such operation or treatment as the Company may reasonably deem desirable.
- iv) The Insured shall upon the occurrence of any event giving rise to or likely to give rise to a claim under the Policy give immediate notice thereof to the Company and shall forward to the Company forthwith every written notice or information of any verbal notice of claim and shall send to the Company any writ, summons or other legal process issued or commenced against the Insured and shall give all necessary information and assistance to enable the Company to settle or resist any claim or to institute proceedings. The Insured shall not incur any expenses in making good any claim without the written consent of the Company and shall not negotiate, pay, settle, admit or repudiate any claim without such consent.

6. CONTRIBUTION (Not applicable to PA Section): In the event of loss/damage happening to any property hereby insured, if there be any other subsisting insurance or insurances whether effected by the insured or by any other person or persons covering the same property this Company shall not be liable to pay or contribute more than its ratable proportion of such loss or damage.

- 7. SUBROGATION:** The insured and any claimant under this policy shall at the expense of the Company do and concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies for obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon the Company paying for or making good any loss or damage under this policy whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by the Company.
- 8. FRAUD:** If any claim under the Policy shall be in any respect fraudulent or if any fraudulent means or devices are used by the Insured or anyone acting on Insured's behalf to obtain any benefit under the Policy, all benefits under the policy shall be forfeited.
- 9. INDEMNITY:** The Company may at its option reinstate, replace or repair the property or premises lost or damaged or any part thereof instead of paying the amount of loss or damage or may join with any other insurer in so doing but the Company shall not be bound to reinstate exactly or completely but only as circumstances permit, and in reasonably sufficient manner and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of occurrence of such loss or damage nor more than the Sum Insured thereof.

The insured will be indemnified for any admissible claim only under one section of the policy.

- 10. AVERAGE:** If at the time of reinstatement the cost which would have been incurred in reinstatement if the whole of property covered had been destroyed, exceeds the sum insured thereon at the commencement of any destruction or damage to the property by any specified peril, the insured shall be considered as being his own insurer for the difference between the sum insured and the sum representing the cost of reinstatement of the whole of property i.e. collective value of the total property and shall bear a ratable proportion of the loss accordingly.
- 11. ARBITRATION:** If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator, to be appointed by the parties in difference or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation act, 1996.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as hereinbefore provided if the Company has disputed or not accepted liability under or in respect of this Policy.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this policy that the award by such arbitrator, arbitrators or umpire of the amount of the loss or damage shall be first obtained.

- 12. DISCLAIMER:** It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the insured for any claim hereunder and such claim shall not within 12 calendar months from the date of such disclaimer have been made the subject matter of a suit in a court of law, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

- 13.** No sum payable under this policy shall carry any interest or penalty.
- 14. GEOGRAPHICAL SCOPE:** Geographical scope of this policy will be India except for Section-6C (Portable Computers), Section 8 (Personal Accident) and Section 10 (Baggage).
- 15. STATUTORY AND OTHER SAFETY REQUIREMENTS:** The insured shall comply with all statutory and other regulations and will employ only competent employees. The insured shall observe all manufacturers' instructions concerning:
- i) the inspection of machinery, plant and equipment apparatus.
 - ii) the safety of persons and property.
- 16. OBSERVATION OF TERMS AND CONDITIONS:** The due observance and fulfillment of the terms, conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured shall be a condition precedent to any liability of the Company to make any payment under the Policy.

WARRANTIES

It is warranted:

- 1. that the Company's liability in respect of any item specified in the Schedule including any additional costs and expenses payable in connection with that item (unless specifically expressed as being payable in addition to the Sum Insured) shall not exceed the Sum Insured set against such item or such other sum as may be substituted for it by endorsement.*
- 2. that whenever the offices are closed to business or left unattended, all doors and windows shall be properly secured and all keys for main doors of offices shall be removed from the offices. Further the keys of safes would be safely placed in a place other than where safe is located. It is provided that breach of this warranty shall not be a bar to any claim for Loss or Damage caused other than by theft.*
- 3. that the building(s) containing the offices are*
 - a) maintained in a good and substantial state of repair*
 - b) occupied by the insured for office and residential purposes and do not form part of premises having manufacturing units/shops dealing with hazardous goods, godowns containing hazardous goods.*

GENERAL DEFINITIONS

Proposal shall mean any signed proposal supplied to the Company by filling up the questionnaires and declarations, written statements and any information in addition thereto, by or on behalf of the insured.

Offices shall mean the premises or the portion of the premises at the business address occupied by insured for the business or profession and used solely as offices.

Damage shall mean loss or damage.

Currency of the Policy shall mean (for consideration of any claim) currency of that section or subsection to which the claim relates.

Period of insurance means the duration of this policy as shown in the schedule and any further period for which the Company accepts the premium.

GENERAL EXCEPTIONS

The Company shall not be liable In respect of:

1. Loss, damage/ liability/ expenses whether directly or indirectly occasioned by or happening through or arising from any consequence of war, invasion act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, Insurrection, military uprising or usurped power or civil commotion or loot or pillage in connection therewith.
2. Any damage arising from or in consequence of requisition by or under the order of any Public Authority.
3. a) Damage to any property whatsoever or any loss or expense whatsoever resulting there from or any consequential loss,
b) Any legal liability of whatsoever nature;

directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radio activity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel or from any nuclear weapon material. For the purpose of this condition, '*combustion*' shall include any self sustaining process of nuclear fission.
4. Loss or damage caused by depreciation or wear and tear.
5. Consequential loss of any kind or description, unless specifically covered.
6. Loss, Destruction caused to the Insured property by pollution or contamination excluding
 - i) Pollution or contamination which itself results from a peril hereby insured against.
 - ii) Any peril hereby insured against which itself results from pollution or contamination.
7. Loss, injury or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
8. Terrorism is excluded from the scope of the policy unless specifically covered at additional premium.

SECTION-1 BUILDINGS

Scope of Cover

The company will indemnify the insured against damage caused to the property i.e., buildings including the landlord's fixtures & fittings and Boundary walls & fences belonging to insured or for which he / she is responsible by the specified perils as given below in accordance with the sum(s) insured stated in the schedule:

Specified Perils mean:

1. Fire:

Excluding destruction or damage caused to the property insured by

- a) (i) its own fermentation, natural heating or spontaneous combustion
- (ii) its undergoing any heating or drying process
- b) burning of property insured by any Public Authority.

2. Lightning.

3. Explosion/ Implosion:

Excluding loss, destruction of or damage

- a) to boilers (other than domestic boilers) economisers or other vessels, machinery or apparatus (in which steam is generated) or their contents resulting from their own explosion/implosion.
- b) caused by centrifugal forces.

4. Aircraft damage:

Loss, Destruction or damage caused by Aircraft, other aerial or space devices and articles dropped there from excluding those caused by pressure waves.

5. Riot, Strike, Malicious Damage:

Loss of or visible physical damage or destruction by external violent means directly caused to the property insured but excluding those caused by:

- a) Total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.
- b) Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority.
- c) Permanent or temporary dispossession of any building or plant or unit or machinery resulting from unlawful occupation by any person of such building or plant or unit or machinery or prevention of access to the same.
- d) Burglary, housebreaking, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of disturbance of public peace) in any malicious act.

6. Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation:

Loss, destruction or damage directly caused by Storm, cyclone, Typhoon, Tempest Hurricane, tornado, Flood or Inundation.

7. Impact Damage

Loss of or visible physical damage or destruction caused to the property insured due to impact by any Rail/Road vehicle or animal by direct contact not belonging to or owned by

- a) the Insured or any occupier of the premises or
- b) their employees while acting in the course of their employment

8. Subsidence and Landslide including Rockslide:

Loss, destruction or damage directly caused by Subsidence of part of the site on which the property stands or Landslide/rockslide excluding:

- iii) the normal cracking, settlement or bedding down of new structures.
- iv) the settlement or movement of made up ground.
- v) coastal or river erosion
- vi) defective design or workmanship or use of defective materials.
- vii) demolition construction, structural alterations or repair of any property or groundwork or excavations.

9. Bursting and/or overflowing of Water Tanks, Apparatus and Pipes.

10. Missile testing operations.

11. Leakage from Automatic Sprinkler Installations:

Excluding loss, destruction or damages caused by

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

12. Bush Fire

Excluding loss, destruction or damage caused by Forest Fire.

13. Earthquake

(Fire and shock).

14. Housebreaking and theft or attempted theft (involving entry or exit from the building by forcible and violent means).

15. Robbery.

16. Dacoity.

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

Special Exceptions: The Company will not be liable for:

1. Damage occasioned by or through or In consequence of subterranean Fire.
2. Damage to property occasioned by its own undergoing any heating or drying process.
3. Damage to any electrical machine, apparatus, fixture or fittings (including electric fans, electrical appliances) or to any portion of electrical installation, arising from or occasioned by overrunning, excessive pressure, short circuiting, arcing, self heating, or leakage of electricity from whatever cause (lightning included) provided that this exemption will apply only to the particular electrical machine, apparatus, fixture, fittings or portion of electrical installation so affected and not to other machines, apparatus, fixtures, fittings or portion of electrical installation which may be destroyed or damaged by fire so set up.
4. Damage by members including employees, partners of the Insured's business or profession or household acting as principal or accessory, provided that this exclusion will not apply to Specified Peril No. 5 mentioned above.
5. Loss or damage by spoilage and resulting from the retardation or interruption or cessation of any process of operation caused by operation of any of the perils covered.
6. Loss or damage to property insured if removed to any building or place other than in which it is herein stated to be insured except machinery and equipment temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding 60 days.
7. The insured shall bear upon himself
 - a. 5% of the claim amount subject to minimum of Rs 10,000/- each and every loss / damage arising out of **Act of God Perils** in respect of which claim is admitted under this policy.

- b. Rs 10,000/- each and every loss / damage arising out of **other than Act of God Perils** in respect of which claim is admitted under this policy.

Amount Payable

In the event of the Property covered suffering damage during the currency of the policy by any of the specified perils covered, the company will pay the amount of the damage or at its option replace or repair such damage. The basis of settlement will be cost of replacing or reinstating on the same site, the property of the same kind or type but not superior to or more extensive than the insured property when new, subject to the following Special Provisions:

Special Provisions:

1. The insured shall intimate his intention to replace or reinstate the damaged property within 6 months from the date of destruction or damage or such further time as the company in writing may allow.
2. The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable dispatch and in any case must be completed within 12 months after the destruction or damage or with in such further time as the company (during the said 12 months) in writing may allow.
3. In case the aforesaid special provisions No. 1 and / or 2 are not complied with OR if the insured requests and the company agrees that the reinstatement should not be carried out, the basis of settlement shall be the amount of damage less due allowance for wear & tear and depreciation. In such an event, for application of **average clause**, the Sum Insured as also the value of property as new, at commencement of the damage shall be taken into account.

The Company will also pay

1. The cost of removal of debris from the premises of Insured, dismantling or demolishing, shoring or propping up of the portion or portions of the property (insured) damaged or destroyed by specified perils not in excess of 1% of the claim amount.
2. The expenses necessarily incurred on Architects, Surveyors and consulting Engineer's fees not in excess of 3% of the claim amount.
3. The additional cost of reinstatement of property damaged during the currency of policy by insured perils to comply with the building or other Regulations under or framed in pursuance of any Act of Parliament or with Bye-laws of any Municipal or Local Authority provided that notice there under has not been served on the Insured before occurrence of damage.

Note: In case the insured desires to have a higher limit on removal of debris and Architects, Surveyors and Consulting Engineers fees in excess of 1% & 3% respectively the insured will be charged a premium as per policy rate.

Interpretation for Section 1:

Buildings shall mean all buildings except of Kutcha constructions as defined below:

Kutcha Constructions: - Buildings having walls and/or roofs of wooden planks/thatched leaves and/or grass/hay of any kind/bamboo/plastic cloth/asphalt cloth/canvas/tarpaulin and the like.

SECTION – 2 CONTENTS

2A: OFFICE CONTENTS

Scope of Cover

The company will indemnify the insured in accordance with sum insured slated in the schedule against loss, damage or destruction caused by **the specified perils** to:

1. Office Contents whilst contained in the office comprising of:
 - a. Business furniture, furnishings, safes, office machinery, electrical appliances, printed books, unused stationery, fixtures and fittings belonging to or the responsibility of the Insured.
 - b. All other contents belonging to or the responsibility of the insured including:
 - i. Documents
 - ii. Telephone Installations, gas and electric meters.
 - c. Tenants Improvements and decorations and alteration to the portion of premises occupied by insured.
 - d. Clothing and Personal Effects (except money, fur, jewellery and property otherwise Insured) belonging to Insured or employees of Insured for amounts not exceeding Rs. 5000/- for clothing and personal effects in respect of anyone person.
 - e. Electronic Equipments, if not covered under Section 6A.
 - f. Professional Medical/Surgical Equipments and Instruments, if not covered under Section 2C.

2. Documents belonging to or the responsibility of the Insured while temporarily removed from the office but remaining within India for an amount not exceeding 5% of the total Sum Insured on office contents or Rs. 15,000/- whichever is lower

Specified perils shall mean:

1. Fire:

Excluding destruction or damage caused to the property insured by

- a) (i) its own fermentation, natural heating or spontaneous combustion
(ii) its undergoing any heating or drying process
- b) burning of property insured by any Public Authority.

2. Lightning.

3. Explosion/ Implosion:

- a) to boilers (other than domestic boilers) economisers or other vessels, machinery or apparatus (in which steam is generated) or their contents resulting from their own explosion/implosion.
- b) caused by centrifugal forces.

4. Aircraft damage:

Loss, Destruction or damage caused by Aircraft, other aerial or space devices and articles dropped there from excluding those caused by pressure waves.

5. Riot, Strike, Malicious Damage:

Loss of or visible physical damage or destruction by external violent means directly caused to the property insured but excluding those caused by:

- a) Total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.
- b) Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority.
- c) Permanent or temporary dispossession of any building or plant or unit or machinery resulting from unlawful occupation by any person of such building or plant or unit or machinery or prevention of access to the same.
- d) Burglary, housebreaking, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of disturbance of public peace) in any malicious act.

6. Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation:

Loss, destruction or damage directly caused by Storm, cyclone, Typhoon, Tempest Hurricane, tornado, Flood or Inundation.

7. Impact Damage:

Loss of or visible physical damage or destruction caused to the property insured due to impact by any Rail/Road vehicle or animal by direct contact not belonging to or owned by

- a) the Insured or any occupier of the premises or
- b) their employees while acting in the course of their employment

8. Subsidence and Landslide including Rockslide:

Loss, destruction or damage directly caused by Subsidence of part of the site on which the property stands or Landslide/rockslide excluding:

- a) the normal cracking, settlement or bedding down of new structures
- b) the settlement or movement of made up ground
- c) coastal or river erosion
- d) defective design or workmanship or use of defective materials
- e) demolition construction, structural alterations or repair of any property or groundwork or excavations.

9. Bursting and/or overflowing of Water Tanks, Apparatus and Pipes.**10. Missile testing operations.****11. Leakage from Automatic Sprinkler Installations:**

Excluding loss, destruction or damages caused by

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

12. Bush Fire:

Excluding loss, destruction or damage caused by Forest Fire.

13. Earthquake:

(Fire and shock).

14. Housebreaking and theft or attempted theft (involving entry or exit from the building by forcible and violent means).

15. Robbery.

16. Dacoity.

17. Accidental Damage (wherever Surgical Instruments and Medical Equipments is covered) by any person not being member of the Insured's family or household or in his service but a patient who is being treated by the Insured and who may cause such damage whilst wholly or partially anaesthetised for medical surgical or dental purpose.

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

Special Exceptions: The Company will not be liable for the:

1. Damage occasioned by or through or in consequence of subterranean fire.
2. Damage to property occasioned by its own undergoing any heating or drying process.
3. Damage to any electrical machine, apparatus, fixtures or fittings (including electrical fans, electrical appliances) or to any portion of electric installation, arising from or occasioned by over-running, excessive pressure, short-circuiting, arcing, self heating or leakage of electricity from whatever cause (lightning included) provided that this exemption will apply only to the particular electrical machine, apparatus, fixture, fitting or portion of electrical installation so affected and not to other machines, apparatus, fixtures, fittings or portions of electrical installation which may be destroyed or damaged by fire so set up.
4. damage to plate glass.
5. Damage to property by members including employees, partners of the Insured's business or Profession OR household acting as principal or accessory, provided that this exclusion will not apply to Specified Peril No. 5 mentioned above.
6. Damage to livestock, motor vehicle and money, securities for money, stamps, bullion, bonds, bill of exchange, promissory notes, stock and share certificates, unset precious stones and jewellery and valuables.
7. Erasure or breakdown of information contained in data carrying materials and/or consequential loss of any description.
8. Loss or damage by spoilage and resulting from the retardation or interruption or cessation of any process of operation caused by operation of any of the perils covered.
9. Loss or damage to property insured if removed to any building or place other than in which it is herein stated to be insured except machinery and equipment temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding 60 days.
10. The insured shall bear upon himself
 - a. 5% of the claim amount subject to minimum of Rs 10,000/- each and every loss / damage arising out of **Act of God Perils** in respect of which claim is admitted under this policy.
 - b. Rs 10,000/- each and every loss / damage arising out of **other than Act of God Perils** in respect of which claim is admitted under this policy.

Amount Payable:

In the event of the Property covered suffering damage during the currency of the policy by any

of the specified perils covered, the company will pay the amount of the damage or at its option replace or repair such damage. The basis of settlement will be cost of replacing or reinstating property covered by new property of the same kind or type and capacity subject to the following **special provisions**:

Special Provisions:

1. The insured shall intimate his intention to replace or reinstate the damaged property within 6 months from the date of destruction or damage or such further time as the company in writing may allow.
2. The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable dispatch and in any case must be completed within 12 months after the destruction or damage or within such further time as the company (during the said 12 months) in writing may allow.
3. In case the aforesaid special provisions No. 1 and/or 2 are not complied with OR if the insured requests and the company agrees that the reinstatement should not be carried out, the basis of settlement shall be the amount of damage less due allowance for wear & tear and depreciation. In such an event, for application of **average clause**, the Sum Insured as also the value of property as new, at commencement of the damage shall be taken into account.

The Company will also pay:

1. The cost of removal of debris from the premises of insured, dismantling or demolishing, shoring or propping up of the portion or portions of the property (insured) damaged or destroyed by specified perils not in excess of 1% of the claim amount.
2. The expenses necessarily incurred on Architects, Surveyors and Consulting Engineer's fees not in excess of 3% of the claim amount.

Note: In case the insured desires to have a higher limit on removal of debris and Architects, Surveyors and Consulting Engineers fees in excess of 1% & 3% respectively the insured will be charged a premium as per policy rate.

Interpretation for Section 2 A

Documents shall mean

1. *Plans, deeds, business records and other documents manuscripts and business books but only for the value of the materials as stationery together with cost of clerical labour expended in re-writing and not for the value to the Insured of information contained therein.*
2. *Computer data carrying materials but only for value of the materials and not for the value of the information contained therein.*

Note: *The expression "The Office" for the purpose of coverage of Surgical Instruments and Medical Equipments shall include any Waiting Room, Consulting Room, Operation Theatre or Dispensary on the same premises as the office and connected therewith.*

2B: TENANT'S LEGAL LIABILITY

Scope of Cover

The Company will indemnify the Insured against Legal Liability as tenant of the Buildings (but not as owner) of the office premises for damage to the Buildings of the Offices and landlord's fixture and fittings caused by the perils covered as described in specified perils in Section 2A - Damage to Office Contents, happening during the currency of the Policy.

Limit of indemnity

Under this Sub-section the Company will pay upto 10% (Ten Percent) of the Sum Insured on Contents any one occurrence and upto 25% (Twenty Five Percent) of the Sum Insured on contents for all events during any one year.

2C: ALL RISKS ON SURGICAL INSTRUMENTS AND MEDICAL EQUIPMENTS

Scope of Cover

The company will indemnify the insured in respect of loss or damage to Surgical or Dental instruments and Medical equipments used for professional purpose, caused by accident or misfortune anywhere in India subject to liability of the Company not exceeding the amount stated in the schedule.

Provided always that liability of the Company in respect of any one article or pair or set of articles shall not exceed 10% of total sum insured for such Medical Equipments and instruments.

Special Exceptions: The Company will not be liable in respect of:

1. Damage caused to glass, china porcelain, lens, bulbs, lamps, valves or tubes whether part of any equipment or otherwise or to other articles of brittle or fragile nature unless the apparatus containing such item is damaged at the same time.
2. Damage caused by or consequent upon moth vermin, insects, fungus, rot, wear and tear or the actual process of dyeing, cleaning, repairing, redecoration or renovation of any property, deformation, distortion, gradual deteriorating, error in design or defective workmanship.
3. Damage to any electric or electronic machine or any electrical appliance or to any portion of electrical installation arising from or occasioned by overrunning, excessive electrical pressure, short circuiting, arcing, self, heating or leakage of electricity from whatever causes (lightning included).
4. Damage caused by electrical or mechanical derangement.
5. Damage arising from detention or confiscation or any attempt threat.
6. Theft from car except from car of fully enclosed saloon type having all the doors, windows and other openings securely locked and property fastened.
7. Damage whilst being conveyed by any carrier under contract.
8. The insured shall bear upon himself
 - a. 5% of the claim amount subject to minimum of Rs 10,000/- each and every loss / damage arising out of **Act of God Perils** in respect of which claim is admitted under this policy.

- b. Rs 10,000/- each and every loss / damage arising out of **other than Act of God Perils** in respect of which claim is admitted under this policy.

SECTION-3 MONEY INSURANCE

Scope of Cover

The Company will indemnify the Insured against loss of money in transit within a radius of 25 kilometers from the insured premises by the insured or insured's authorised employee(s) occasioned by Robbery, Theft or any other fortuitous cause. The Company will also indemnify against loss of money by Housebreaking, Robbery or Hold-up while money is retained at Insured's premises in safes, strong room more particularly described in the schedule.

The Company will pay to the Insured the amount of loss in the circumstances or situations set out below:

	CIRCUMSTANCES OR SITUATIONS	MAXIMUM LIMIT "ANY ONE LOSS"
1	Wages and Salary whilst in direct transit from Office premises or to Office premises	As stated in the Schedule
2	Money other than item (1) above whilst in direct transit between any two places	As stated in the Schedule
3	Money in Office during business hours.	As stated in the Schedule
4	Money in locked safe in office outside business hours	As stated in the Schedule

The Company' total liability during any one policy period shall not exceed twice the any one loss limit.

Damage to Safe: The Company will also pay for cost of replacement or repair of the Insured's safe in the office in the event of its being damaged by thieves, burglars.

Special Exceptions: The Company shall not be liable for payment of

1. shortage of money due to error or omission.
2. loss of money entrusted to any person other than insured, authorized employee of Insured or Directors.
3. loss arising from fraud or dishonesty of any director or employee of the Insured except loss due to fraud or dishonesty of the cash carrying employee of the insured occurring whilst in transit and discovered within 48 hours.
4. the amount of loss insured by any other policy except in respect of any excess beyond the amount which would have been payable under such policy or policies had this insurance not been affected.
5. loss of money extracted from safe following the use of key to the said safe or any article thereof belonging to the insured unless such key has been obtained by assault or violence or threat thereof.
6. loss or damage due to Fire and allied perils.
7. theft from unattended vehicles.

Special Conditions:

1. The Insured shall keep a complete account of money contained in safe or strong room and/or at any other place under lock and key on daily basis. This complete account shall be deposited in a secured place other than the safe, strong room or the said place where

the money covered is kept and be produced as documentary evidence both for turn over and for admissibility of claim under this policy.

2. The keys of the safe, strong room or the said place containing money shall not be left in the office out of business hours unless the offices are occupied by the Insured or his employee in which case such keys will be deposited in secured place not in the vicinity of safe, strong room or the place containing the money.
3. The Company shall be entitled in the name of the insured to have the absolute conduct and control of all or any proceeding that it considers necessary for the purpose of tracing and recovering money lost or of securing reimbursement in respect of money lost.

Interpretation for Section 3:

Money shall mean Cash, Current Coins, Bank and Currency Notes, Cheque, Stamp Papers, Postal Orders, Money Orders, Current Postage/Revenue Stamps (un-cancelled).

Turnover shall mean the total earnings of the insured from the business activity carried out from the insured premises during the policy period and such amount should normally not be less than the earnings during the corresponding previous 12 months.

Safe shall mean a strong box or cupboard with special locks designed for keeping valuable things, especially money or jewellery.

SECTION-4 FIXED GLASS, SANITARY FITTINGS AND NEON SIGNS/ GLOW SIGNS

4A: FIXED GLASS AND SANITARY FITTINGS

Scope of Cover

The company will indemnify the insured against accidental breakage of Glass or Sanitary Fittings in accordance with sum insured stated in the schedule:

The Company will also indemnify:

1. for damage to frames, framework of any description.
2. for breakage of lettering consequent upon the breakage of glass.

Special Exceptions: The Company shall not be liable for:

1. Damage due to fire, lightening, external explosion, riot, strike, malicious act, flood, inundation, storm etc.
2. Breakage or damage during removal, alterations and/or repairs in or about the office premises.
3. Disfiguration or Scratching or damage to glass, sanitary fittings other than the fracture extending through the entire thickness of glass, sanitary fittings.
4. Breakage of glass, sanitary fittings which are not completely and securely fixed.
5. Damage consequent upon interruption or delay of business or other damage or injury arising from breakage of glass, sanitary fittings or during replacement thereof.
6. Glass or Sanitary fittings already damaged at the commencement of this policy.

Special Condition:

It is a requirement of this Policy that the Sum Insured shall be equal to the cost of replacement of insured property on the date of replacement by new one of the same kind. If the Sum Insured

is less than replacement value of property then the insured shall be considered his own insurer for the difference between Sum Insured and Cost of Replacement and accordingly shall bear a rateable proportion of the damage. Each insured item, if more than one shall separately be subject to this condition.

4B: NEON SIGNS/ GLOW SIGNS

Scope of cover

The company will indemnify the insured in respect of loss or damage to Neon Signs / Glow signs belonging to the insured by:

(a) Accidental External means

(b) Fire, Lightning, External Explosion or Theft of the whole sign.

Provided that the liability of the company in respect of any one loss or all losses in any period of insurance is limited to the sum set against in the schedule.

Special Exceptions: The Company shall not be liable in respect of loss or damage caused by:

1. The fusing or burning out of any bulbs and/ or tubes arising from short circuiting or arcing or any other mechanical or electrical breakdown, defect or faults.
2. Repair, cleaning, removal or erection, wear and tear, depreciation or deterioration
3. Atmospheric conditions like action of sun, rain, and bad weather.
4. Riot, Strike, Malicious Damage and Civil Commotion.
5. Earthquake, Flood and other natural calamities.

Interpretation for Section 4:

1. *Glass shall mean fixed plain glass and mirrors in or on the offices excluding painting, tinting, embossing or ornamental work on glass.*
2. *Sanitary fittings shall mean fixed washbasins; pedestals, sinks, lavatory pans and cisterns contained in the offices.*
3. *Glass not described by (1) above in interpretation details of which have been lodged in the company and in respect of which the Company has agreed to accept an additional premium."*

Note: Wherever Surgery Contents and Medical Equipments are covered Fixed Glass and Sanitary Fittings shall include Surgery lamps, Signs and nameplates with sum insured not exceeding Rs.2500/- any one item.

SECTION-5 FIDELITY GUARANTEE.

Scope of Cover

The Company will indemnify the insured against direct pecuniary loss caused by act of fraud or dishonesty committed by any salaried person employed by the Insured in the office up to the amount (s) stated in the Schedule.

Provided that the loss shall have occurred in connection with, occupation and duties of the employee during the uninterrupted continuance of his employment and be discovered within 6 months after the death, dismissal or retirement of such person or six months after this policy shall have ceased to exist, whichever of these events shall happen first.

Special Conditions:

1. The Company shall not be called upon to pay more than one claim in respect of acts or defaults of any one of the Employees nor more than twice the per person limit in respect of all losses in any one period of insurance. Further the Company will indemnify the Insured only in respect of acts and defaults committed since date of commencement of risk in the Schedule hereto for such Employee.
2. It is also provided and declared that the Company shall not be liable for any act or default of any employee (stated in Schedule) done or omitted to be done after the discovery by the Insured of any act of forgery, embezzlement, larceny or fraudulent conversion on part of such employee
3. The Insured shall, if and when required by the Company but at the expense of company if a conviction be obtained, use all diligence in prosecuting any of the employees to conviction for any act or default done by the said employee in consequence of which a claim shall have been made under this policy. The Insured shall at the Company's expense give all information and assistance to enable the Company to sue for and obtain reimbursement from any such employee by reason of whose acts of default a claim has been made, by the estates of such employee or the moneys, which the Company shall have become liable to pay in respect thereof.
4. Any sum of Money which but for act of default on part of an employee would have become payable or due to him by Insured shall be deducted from the amount payable under this policy.

SECTION 6

ELECTRONIC EQUIPMENT INSURANCE

6A: PHYSICAL LOSS OR DAMAGE

Scope of Cover

In the event of any unforeseen sudden physical loss or damage due to any cause other than those specifically excluded, sustained during the currency of the Policy to:

- I. The Electronic Equipment installation or any part, items of the installation described in the schedule
- II. Data carrying material

while contained in the offices and such damage occurring during normal use after installation, the company will pay for the amount of such damage or at its option repair, reinstate or replace such damaged property up to the amount stated in the Schedule.

Special Exceptions: The Company will not be liable for:

1. First Rs 1,000/- each and every loss / damage in respect of which claim is admitted under this policy.
2. Loss or Damage caused by any faults or defects existing at the time of commencement

of present insurance within the knowledge of insured or his representatives whether such faults or defects were known to the company or not.

3. Damage to any electronic equipment arising from or occasioned by overrunning, excessive electrical pressure, short circuiting, arcing, self-heating or leakage of electricity from whatever cause (lightning included).
4. Loss or Damage due to or consequent upon wear and tear, gradual deterioration, atmospheric or climatic conditions rust, corrosion, moth vermin, insect etc.
5. Any cost incurred in connection with the elimination of functional failures unless such failures were caused by an indemnifiable damage.
6. Any cost incurred in connection with the maintenance of the insured items, such exclusions will also apply to parts, exchanged in course of such maintenance operations.
7. Damage to rented or hired equipment for which the owner is responsible either by law or under a lease and/ or maintenance agreement.
8. Damage due to defects of design material or workmanship or otherwise for which the manufacturer/ supplier of the Insured Items is responsible either by law or under contract or any amount recoverable under the terms of the Maintenance Agreement.
9. Cessation of work total or partial.
10. Consequential loss or liability unless specifically covered.
11. Loss or damage to any computer which is 5 years or more old.

Amount Payable

In the event of insured item being damaged the Company will pay the expenses necessarily incurred to restore the damaged item to its former state of serviceability OR pay the actual value of item immediately before occurrence of the loss, if the cost of repair exceeds or equals the actual value of machinery. The Company will also pay the following to the extent these expenses have been Included in the Sum Insured:

1. cost of dismantling and re-erection incurred for purpose of effecting the repairs.
2. ordinary freight to and from a repair-shop.
3. custom duties and other dues.

No deduction will be made for depreciation in respect of parts replaced except those with limited life, but the value of salvage will be taken into account. However, in case of payment of actual value of items, depreciation @ 15% per annum (from replacement value of item since date of manufacture) will be deducted from replacement value of items. The maximum depreciation however shall not exceed 60% (Sixty Percent) of the replacement value of the item in respect of which a total loss is admitted under the policy.

WARRANTY

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

1. *Maintenance services for the Electronic Equipment installation including preventive measures or adjustment of mechanical or moving parts, safety checks and*
2. *Rectification of loss, damage, faults, arising from any cause during normal operations as well as from ageing.*

Provided that 'this warranty' shall not apply if (a) the additional premium as required by the Company is paid by the insured for deletion of this warranty, (b) where competent in-house maintenance facility is available.

Special Provision

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

Special Condition

If the Sum Insured is less than the amount required to be insured as per special provision herein above, the Company will pay for the damage 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.

6 B: COST OF REINSTATEMENT OF DATA/PROGRAMME

Scope of Cover

In the event of damage to data contained in or on data carrying materials or to programmes caused by specified perils covered under Sec. 6A herein above, the company will indemnify the Insured against the cost of reinstating such data on data carrying materials and of programmes replaced up to amount stated in the schedule.

This cover applies while such insured data and programmes are kept in the office.

Special Exceptions: The Company will not be liable for:

1. First Rs 1,000/- each and every loss / damage in respect of which claim is admitted under this policy.
2. Data carrying materials not stored in accordance with or stored for a larger period than slated in the manufacturer's instructions.
3. Erasure, destruction, distortion or corruption resulting from an unidentifiable occurrence.
4. Any cost arising from false programming, punching, labeling or Inserting, inadvertent cancellation of information or discarding of data and from loss of Information caused by magnetic fields.
5. Loss discovered more than six calendar months after its occurrence.
6. Cost incurred for alteration or improvement of data programme.
7. Intrinsic value of data/ programme.
8. Programme which cannot be exchanged by user.

Amount Payable

The Company will indemnify any expenses incurred by Insured within a period of 12 (Twelve) months as from date of the occurrence strictly for the purpose of restoring the insured external data and/or programmes to a condition equivalent to that existing prior to the occurrence and necessary for permitting data processing operations to be continued in the normal manner.

If it is not necessary to reproduce lost data and/or programmes OR if such reproduction is not effected within 12(Twelve) months after the occurrence, the Company shall only be liable to indemnify under Section 6A i.e., the expenses incurred for replacing the lost or damaged data carrying material by new data carrying material

6C: PORTABLE COMPUTER

Scope of Cover

The Company will indemnify the Insured against damage during currency of this policy to Portable Computer specified in the Schedule and belonging to insured and in personal custody of Insured, his employee or director whilst anywhere in the World for the purpose of business or profession in accordance with coverage under Section 6A. The Company will, also pay for any loss or damage to data carrying material being carried for normal functioning of Portable Computer.

Provided that

- i) The liability of the Company will be limited to Sum Insured against each item in Schedule and not exceeding in aggregate the total Sum Insured stated in the Schedule during any one period of Insurance.
- ii) This Sub-section covers the same perils and is subject to same terms, conditions, exclusions, warranties and provisions as those of Section 6A and 6B.

NOTE: The above rates for Section 6A and Section 6C are valid when the equipment is under Annual Maintenance Contract or there is competent in-house maintenance facility available. However if the equipment is not under AMC and there is no competent in-house maintenance facility and the Insured proposes to cover the equipments the rates will be loaded by 50%.

SECTION 7 ADDITIONAL EXPENSES OF RENT FOR ALTERNATIVE ACCOMMODATION

Scope of Cover

In the event of the Office Premises stated in the Schedule and occupied by the Insured, being destroyed or damaged by any specified perils as covered in Section 2A and becoming unfit for occupation and the Insured in consequence thereof takes alternative accommodation, then the Company will subject to special conditions set out herein, indemnify the Insured against Additional Rent (as explained in Interpretation herein) for alternative accommodation, which the Insured is called upon to bear for the period beginning from date of operation of specified peril, until the office premises is rendered fit for occupation such period not exceeding such reasonable time as is required to restore the premises with due diligence to a condition fit for occupation or the Maximum Indemnity period of 12 months whichever is earlier.

It is provided that the liability of the Company under this Section will be limited to 25% (twenty five percent) of the Sum Insured on office contents in Section 2 A.

Amount Payable

The Sum(s) produced by multiplying the monthly additional rent or actual additional rent whichever is lower by number of months for which the Office Premises was unfit for occupancy or the maximum indemnity period of 12 Months.

Special Condition

The Insured shall be at liberty to take alternative accommodation in any locality so long as it is within the Municipal limit of city or town in which office premises is situated.

The insured shall bear upon himself

- i. 5% of the claim amount subject to minimum of Rs 10,000/- each and every loss / damage arising out of **Act of God Perils** in respect of which claim is admitted under this policy.
- ii. Rs 10,000/- each and every loss / damage arising out of **other than Act of God Perils** in respect of which claim is admitted under this policy.

Interpretations for Section 7:

Additional Rent:

- a) *If the Insured is Owner-occupant, the additional rent borne by him is Actual Rent paid for having alternative office premises.*
- b) *If the Insured is tenant only and for safeguarding his legal tenancy rights is obliged to pay rent for the office premises even during the period when it is not fit for occupation, the additional rent borne by him is actual rent for the alternative accommodation.*
- c) *If the Insured is tenant and is not obliged to pay rent for office premises during the period when it is not fit for occupation, the additional rent borne by him is the actual rent paid for alternative accommodation taken less the rent which he was paying for office premises immediately prior to the same being damaged or destroyed.*

Monthly Additional Rent:

It will be calculated by dividing the 25 % (Twenty Five Per cent) of the Sum Insured on contents in Section 2A by 12(Twelve).

**SECTION 8
PERSONAL ACCIDENT**

Scope of Cover

If any Insured persons named in the schedule shall during the currency of the policy sustain anywhere in the world, bodily injury solely and directly caused by accidental, violent external and visible means resulting in death or disablement within 12 (Twelve) calendar months of occurrence of such injury as stated hereinafter, the Company shall pay to the Insured or insured person or his/her Assignee or his/her legal representative the sum or sums hereinafter set forth:

	TABLE OF BENEFITS	PERCENTAGE OF INDIVIDUAL CAPITAL SUM INSURED (C.S.I.)
1.	Death	100%
2.	Permanent Total and Absolute Disablement disabling the insured person from engaging in any employment or occupation of any description whatsoever.	100%
3.	Total and irrecoverable loss of	
i)	Sight of both eyes or of the actual loss by physical separation of the two entire hands or two entire feet or of such loss of sight of one eye and loss of one entire hand/ one entire foot.	100%
ii)	Use of two hands or two feet, or of one hand and one foot or of such loss of sight of one eye and such loss of use of one hand/ one foot, without physical separation.	100%

4.	Total and irrecoverable loss of	
i)	The sight of one eye or of the actual loss by physical separation of one entire hand or one entire foot.	50%
ii)	Use of a hand or a foot without physical separation.	50%
iii)	Hearing (both ears).	50%
5.	Temporary Total Disablement for the period of Hospitalization of the Insured person following accident for maximum of 52 weeks.	1% of C.S.I. or Rs 5000/- (Five Thousand only) whichever is lower per week.
6.	In the event or death of the Insured person due to accident as defined in the Policy outside his/her residence the Company shall reimburse expense incurred for transportation of Insured person's dead body to place of residence subject to a maximum of 2% (Two per cent) of CSI or Rs 2,500/-(Two Thousand Five Hundred only) whichever is less. This also includes funeral expenses.	
7.	In addition the Company will pay for damage to the clothing of any Insured Person caused by accident as described above subject to a limit of Rs. 1000/-(One Thousand only) any one person.	
8.	In the event of accident as defined in the Policy, the Company shall also reimburse Ambulance Charges necessarily incurred for transportation of the insured person to the hospital subject to a limit of Rs 1,000/-(One Thousand only) any one person.	

Special Provision:

Coverage under this Section can be extended on payment of 20% extra premium, to cover medical expenses incurred by the insured persons in connection with the injury the claim for which is admissible under the policy and the re-imburement will be as Actual Expenses incurred OR 10% of the C.S.I. OR 50% of the admissible P.A. claim amount, whichever shall be

less.

Special Exceptions: The Company shall not be liable under this section or policy for:

1. Compensation under more than one of the foregoing benefits 1 to 5 in respect of the same period of disablement.
2. Any other payment after a claim under one of the foregoing benefits (1, 2, 3, 4, 5) has been admitted and becomes payable.
3. Payment of weekly compensation until the total amount shall have been ascertained and agreed.
4. Any payment in case of more than one claim under the policy during any one period of insurance by which the maximum liability of the Company in that period would exceed the sum payable under Benefit (1) of the Section.
5. Payment of compensation in respect of death, injury or disablement from intentional self injury, suicide or attempted suicide whilst under the influence of intoxicating liquor or drugs, whilst engaging in ballooning or Aviation, 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 anywhere in the world.
6. Directly or indirectly caused by venereal diseases or insanity.
7. Death or disablement resulting directly or indirectly caused by or contributed to or aggravated or prolonged by childbirth or pregnancy or in consequence thereof.
8. Arising or resulting from the insured person committing any breach of law with criminal intent.

Interpretation for Section 8:

- a) *Insured person shall mean the Insured or any director or employee of the Insured aged between 16 years and 65 years permanently working with the Insured at office as stated in the Schedule.*
- b) *Temporary Total Disablement for hospitalization period will mean the period the insured is hospitalized following accident and is totally disabled from engaging in any employment or occupation. The period after discharge from hospital is excluded for the purpose of benefit of Temporary Total Disablement under this Section.*
- c) *For the purpose of Item 3 and 4 of table of benefits, Physical Separation means separation at or above wrist and at or above ankle of the hand and foot respectively.*

**SECTION 9
BREAKDOWN OF OFFICE APPLIANCES**

In the event of unforeseen and sudden damage by electrical or mechanical breakdown sustained during the currency of Policy to electrical or mechanical appliances, apparatus, gadgets or any electrical or mechanical installation which are not older than 10 (Ten) years in age whilst contained in or fixed at office premises, the Company will pay for the amount of such Damage or at its option repair, reinstate, replace or indemnify the Insured against such damage up to the amount(s) stated in the Schedule.

Special Provisions:

1. It is requirement of this Insurance that the Sum Insured shall be equal to the cost of replacement of the Insured property by the new property of same kind and capacity which shall mean its replacement cost Including freight, customs duties and other, dues if any and erection cost.

2. It is required that any property covered under this section has to be necessarily insured in Section 2 A (contents),

Special Condition:

If the Sum Insured is less than the amount required to be insured as per special provision No. 1 herein above, the Company will pay for damage 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.

Amount Payable:

- i) In case where damage to an insured item can be repaired, the Company will pay expenses necessarily incurred to restore the damaged property to its former state of serviceability plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs as well as, custom duties and other dues if any to the extent such expenses have been included in the Sum Insured.

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

If the cost of repairs equals or exceeds the actual value of the Insured item immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in ii) below:

- ii) in case of total loss claims the Company will pay actual value of the item immediately before the occurrence of the damage including cost for ordinary freight, erection and custom duties if any provided such expenses have been included in Sum Insured. Such actual value is to be calculated by deducting 10 % (Ten Percent) depreciation per year from replacement value of item since date of manufacture. The maximum depreciation however shall not exceed 50% (Fifty Percent) of the replacement value of the item in respect of which a total loss is admitted under the policy.

Special Exceptions: The Company will not be liable for:

1. First Rs 1,000/- each and every loss / damage in respect of which claim is admitted under this policy.
2. Damage to any insured item by perils which are insurable under other sections of the policy.
3. Damage for which the manufacture or supplier of the equipment is responsible by law or contract or any amount recoverable under terms of Maintenance Agreement.
4. Gradually developing flaws, defects, cracks or partial fractures in any part not necessitating immediate stoppage although at some future time repair or replacement of the parts affected may be necessary.
5. Deteriorating of or wearing away or wearing out of any item caused by or naturally resulting from normal use or exposure.
6. Damage caused by or arising out of willful act or willful gross negligence of insured, his employees or director.
7. Damage due to faults existing at the time of commencement of this insurance and known to the insured, employee, director, regardless of whether such faults or defects were known to the Company or not.

8. Cost of transport to the repair shop and back to the insured office premises of any insured item arising out of damage to such item.
9. Damage to any insured item occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority of such item or by permanent or temporary dispossession of any building resulting from the unlawful occupation by the insured of the building.

Interpretation for Section 9:

Breakdown shall mean the actual breaking or burning out of or the failure of any part of the appliances, installations specified in the Schedule occurring during normal use owing to any cause other than those excluded herein, thereby causing stoppage of functioning thereof and necessitating the repair Or replacement of such parts before normal working can commence.

**SECTION 10
BAGGAGE**

Scope of Cover

In the event of damage to baggage due to accident or misfortune whilst on journey, anywhere in the world, the Company will indemnify the Insured person in respect of such damage up to the actual value at the time of happening of damage but not exceeding the Sum(s) stated in the Schedule in any period of insurance.

Special Exceptions: The Company will not be liable for

1. First Rs 1,000/- each and every loss / damage in respect of which claim is admitted under this policy.
2. Damage due to confiscation or detention by custom or any other public authority.
3. Damage not reported to Police within 24 hours of discovery and a written report obtained.
4. Damage due to cracking, scratching or breakage of lens, or glass whether part of any equipment or otherwise or of China, marble, gramophone records and other articles of brittle or fragile nature, unless such loss or damage arises from accident to vessel, train, vehicle or aircraft by which such property is conveyed.
5. Damage caused by moth, mildew, vermin or any process of cleaning, dyeing, repairing or restoring to which the property is subjected.
6. Damage to any electrical machines, apparatus, fixtures or fittings (including wireless sets, radio, television sets and tape recorders) arising from overrunning, excessive pressure, short-circuiting, arcing, self-heating or leakage of electricity from whatever cause (lightning included).
7. Theft from car except from car of fully enclosed saloon type having all the doors, windows and other openings securely locked and properly fastened.
8. Damage whilst being conveyed by any carrier under contract of affreightment.
9. Damage to money, securities, manuscripts, deeds, bonds, bills of exchange, promissory notes, stock or share certificates, stamps, business books or documents, jewellery, watches, furs, precious metals, precious stones, gold and silver ornaments, travel tickets, Cheque and bank drafts.
10. Damage, destruction of or to articles of consumable nature.

11. Loose articles such as sticks, straps, umbrellas, sunshades, fans, deck chairs, property in use on the voyage and/or journey or articles or clothes whilst being worn on the person or carried about.
12. Damage or destruction caused by or arising from the leakage, spillage or explosion of liquids, oils or materials of similar nature or articles of dangerous or damaging nature.

Interpretations for Section 10:

Insured Person

Insured person shall mean the Insured or any director or any employee of the Insured aged between 16 years and 70 years permanently working with the Insured at the office as stated in the Schedule.

Journey

Journey shall mean any trip undertaken in connection with official work outside the city town or municipal limit of place where office is situated.

Baggage

Baggage shall mean personal goods belonging to the insured person or goods for which he or she is responsible officially and such goods are necessary for the purpose of his journey and are being taken by him or her on journey or acquired by him/her during the journey.

SECTION 11 LIABILITIES

A) **Public Liability:** The Company will indemnify the Insured against all sums stated in the schedule which the Insured shall become legally liable to pay

- a) As Compensation in respect of accidental death or injury to any person other than Insured person or any partner, director or member of the managerial staff or salaried employee of the insured.
- b) In respect of accidental damage to property caused by or through the fault or negligence of Insured person or any partner, director or member of the managerial staff or salaried employee of the insured.

B) **Workmen's Compensation:** The Company will indemnify the Insured against all sums which the Insured shall become legally liable to pay as compensation to his employees mentioned in the Schedule engaged in the Insured's office premises under Fatal Accident Act, 1855, Workmen's Compensation Act 1923 or any amendment thereto prior to the date of issue of this Policy or Common Law in respect of Death of or injury sustained during the currency of the Policy by any employee arising out of and in course of his employment with the Insured in the Business or Profession described in the Schedule.

Special Exceptions:

A. As far as **Public Liability Section** is concerned the Company shall not be liable for:

1. Any compensation for death of or bodily injury to any member of insured person's family, partners, managerial staff, contractor's employees or damage to property belonging to or in the custody of or control of Insured or Insured person's family, partners, directors, managerial staff, employees and contractor's employees.
2. Liability assumed by agreement unless such liability would have attached to the insured not withstanding such agreement.

3. Injury or damage caused by or resulting from anything sold, supplied, installed, erected, repaired, altered or treated and and/or due to professional advice rendered by the insured or by any person on behalf of the insured other than food or beverages sold or supplied by the insured as a service to the employees or visitors for consumption in the office.
4. Accidents directly or indirectly caused by, traceable to or arising out of the ownership, possession or custody by or on behalf of Insured of animals, vehicles, aircrafts, ships, boats or crafts of any kind.
5. Liability arising out of loss of pure financial nature such as loss of goodwill loss of market etc.
6. a) Liability arising out of all personal injuries such as libel, slander, false arrest, wrongful eviction, detention, defamation, mental injury or shock resulting therefrom.
b) Infringement of plans, copyrights, patents, tradesmen, trademarks, registered designs etc.
7. Fines, penalties, punitive or exemplary damages or any other loss resulting from the multiplication of compensatory damage.
8. a) Damage to property owned leased and hired or under hire purchase or on loan to the Insured or otherwise in the Insured's care custody and control other than the premises (or the contents thereof) temporarily occupied by the Insured for work thereon or other property temporarily in the Insured's possession for work therein (but no indemnity is granted for damage to that part of the property on which the Insured is working and which arises out of such work).
b) Employees' and visitors' clothing and personal effects.
9. Transportation of materials and / or hazardous/ dangerous substances outside insured's premises.
10. Damages arising out of alterations, additions, repairs, or decorations to the office premises specified in the Schedule.

B. As far as **Workmen's Compensation Section** is concerned the Company shall not be liable for:

1. Any Interest and for penalty imposed on the Insured on account of failure to comply 'with the requirements laid down under Workman Compensation Act 1923, and subsequent amendments of the said Act.
2. The Insured's liability to employees of contractors.
3. Any employee who is not a workman within the meaning of Law.
4. Any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
5. Any sum which the Insured would have been entitled to recover from any party but for an agreement between the insured and such party

**SECTION 12
BUSINESS INTERRUPTION**

12A: LOSS OF PROFIT

Scope of Cover

If the Business or Profession carried on by the Insured is interfered with or interrupted during the currency of the Policy by:

- a) Damage occurring at the Office premises for which the company has admitted liability under Section 1 or Section 2 (A).
- b) Damage to electronic equipments Installation for which liability has been admitted under Section 6A.
- c) Denial of access to the office as a direct consequence of damage to property in the vicinity by any peril or risk included under specified perils of Section 1 and Section 2A.

The Company will pay to the Insured the amount of loss in respect of following items:

- (i) Loss on Gross Income
- (ii) On Accountant's charges.

Special Condition:

The Insurance under this Section shall be of no effect if:

- i) The business or profession be wound up or carried on by a liquidator or receiver or permanently discontinued.
- ii) The Insured's interest ceases other than by death

If the insured declares (at the latest 12 months after expiry of any period of Insurance) that the Gross Income earned during the accounting period of 12 months most nearly concurrent with the Period of Insurance, as certified by Insured's Auditors was less than Sum Insured thereon, a pro rata return of premium not exceeding 50% of the premium paid on such sum insured for such period of insurance shall be made in respect of such difference.

If a claim should arise under this section, its effect on the Gross Income earned will not be taken into account in calculating any return of premium.

Average Clause: If the Sum Insured is less than the Gross Income, which would have been earned in the twelve months following the occurrence of damage the Amount payable shall be reduced in that proportion.

Amount Payable:

- i) Loss of Gross Income: The amount by which the Gross Income during the Indemnity period shall in consequence of the damage fall short of the standard Gross Income.
- ii) Accountant's Charge: The fees payable by the Insured to his auditor or professional accountant reasonably and necessarily incurred for producing and certifying any particulars required by the Company in connection with a claim under this section.

Provided that

- i) If any charges or expenses of the Business or Profession are reduced during the indemnity period because of interruption or interference, then the amount payable will be reduced accordingly.

- ii) If during the indemnity period, work is carried out or services rendered elsewhere than at office premises for the benefit of business or profession either by the insured or by others on behalf of insured, the money paid or payable in respect of such work or services shall be brought into account in arriving at reduction in gross income.
- iii) In respect of each and every occurrence of interference or interruption, the Company shall not be liable for any loss in the first 72 (Seventy Two) Hours.
- iv) Item (b) under the scope of cover is operative only if so stated in the schedule, but this extension does not include cost of reinstating data, programmes and/or damage to Portable Computer.

12B: INCREASE IN COST OF WORKING

Scope of Cover

The Company will indemnify the insured if the Business or Profession carried on by the insured is interfered with or interrupted during the currency of the Policy by

- a) Damage occurring at office premises for which the Company has admitted liability under Sec 1 or Section 2(A).
- b) Damage to Electronic Equipment installation for which liability has been admitted under Section 6A
- c) Denial of access to the office as a direct consequence of damage to property in the vicinity by any peril or risk included under specified perils of Section 1 and / or Section 2A.

Amount Payable

The Company will pay the increased cost of working necessarily and reasonably incurred by insured during indemnity period in consequence of damage at office with the sole purpose of minimizing or avoiding the interruption or interference with the business or profession including cost incurred for avoiding or minimizing reduction in Gross Income and/or any such additional cost beyond that recoverable under any other section of this policy in connection with the fitting of Temporary Office, Rates, Taxes, Lighting, Heating and Insurance thereof, cost for use of substitute equipment and work thereon, removal cost for contents and expenses incidental thereto

Provided that

- i) Company's liability shall not exceed in respect of the first three months of Indemnity period one half of the Sum Insured and for each succeeding month within the indemnity period or one-ninth part of the balance remaining of Sum Insured after deducting the amount payable in the first three months.
- ii) In respect of each and every occurrence of interference or interruption, the Company shall not be liable for any expense in the first 72 (Seventy Two) Hours.
- iii) Item (b) under scope of cover regarding damage to Electronic Equipment installation is operative only if so indicated in the Schedule but this extension does not include the costs of reinstating data, programme and/or damage to Portable Computer.

Special Conditions:

The insurance under this section shall be of no effect if:

1. The business or profession be wound up or carried on by a liquidator or receiver or permanently discontinued.
2. the Insured's interest ceases other than by death

Note: If the insured opts for Business Interruption due to computer breakdown also, then rate will be the average of the rates of Section 2A (Contents) and Section 6A (Damage to Electronic Equipments). If the insured does not opt for computer breakdown, then the rates for this Section will be Rs 1.10 per thousand. The rates will be same for both sub-sections -12A and 12 B.

Interpretation for Section 12:

“Gross Income” shall mean the money paid or payable to the insured for work done or services rendered in course of Business or Profession at offices.

The literal meaning of Gross Income will be altered in such a way so as to include the terms Gross Revenue, commission, Gross fees, Royalties or similar term to apply to the nature of the income or Insured's business or profession.

“Indemnity Period” shall mean the period beginning with the occurrence of the Damage and ending not later than 12 months thereafter during which the results of Business or Profession shall be affected in consequence of the Damage.

<p><i>‘Annual Gross Income’ shall mean the Gross Income earned during the 12 months immediately before the date of the damage.</i></p>	<p><i>To which adjustment shall be made to provide for trends variations in or special circumstances affecting the Business or Profession so that the adjusted figure shall represent as far as practicable the results which would have been obtained during the Indemnity period had the damage not occurred.</i></p>
<p><i>‘Standard Gross Income’ shall mean the Gross Income earned during that period in the 12 months immediately before the date of damage which corresponds with the Indemnity period.</i></p>	

In case of this policy document, in the event of any dispute arising out of the matter being referred to for arbitration or being taken to a court of Law for any reason whatsoever the English version wording will hold good.