Magma HDI General Insurance Company Limited
Regd. Office : 24 Park Street, Kolkata ï 700 016
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OFFICE PACKAGE INSURANCE POLICY

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GENERAL CONDITIONS

GENERAL EXCLUSIONS

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OFFICE PACKAGE POLICY

Preamble

In consideration of Your having paid the premium for the policy period stated in the Schedule or for any further period of insurance for which we may accept the payment for renewal of this policy, We will indemnify You on the happening of any insured event, as mentioned under the item ñ**what we cover**ò under each section, to the extent of loss suffered but not exceeding the sum insured and / or limit of liability for each of the sections stated in the schedule of the policy, provided that all the terms, conditions and exceptions of this Policy, in so far as they relate to anything to be done or complied with by You, have been met.

This policy is an evidence of the contract between you and Magma HDI General Insurance Company Limited. The information furnished by you in the proposal form and the declaration signed by you forms the basis of this contract.

The Policy, the Schedule and any Endorsement shall be read together and any word or expression to which a specific meaning has been attached in any part of this Policy or of Schedule shall bear such meaning wherever it may appear.

Definitions

1. **You/Your :** The person (s) named as Insured in the Schedule

2. **We/Us/Our :** Magma HDI General Insurance Company Limited

3. **Proposal:** The application form you sign for this insurance and/or any other information you give to us or which is given to us on your behalf.

4. **Policy:** Policy wording, the Schedule, the Proposal form and Endorsement / Memoranda if any.

5. **Schedule:** The document which describes you, the cover that applies the Period of Insurance and other details of your policy.

6. **Sum Insured:** It means the amount stated in each section of the Schedule which shall be our maximum liability under this Policy for any one claim or in the aggregate for all claims under each section during the Policy period.

7. **Period of Insurance:** The time period for which the contract of insurance is valid as shown in the Policy Schedule.

8. **Excess/Deductible** The amount stated in each section in the Schedule, which shall be borne by you first in respect of each and every claim made under this Policy. Our liability to make any payment under the Policy is in excess of the Excess/Deductible.

9. **Valuables:** Valuables means (a) gold or silver or any precious metals or articles made from any precious metals (b) watches or Jewellery or precious stones or models or coins or curios, sculptures, manuscripts, stamps, collection of stamps, rare books, medals,

moulds, designs or any other collectibles (c) deeds, ATM cards, credit cards, bonds, bills of exchange, bank notes, treasury or promissory notes, cheques, money, securities or any other negotiable instrument.

10. **Insured Premises:** The place(s) named in the Schedule from which you operate your business

11. **Market Value:**

This is the basis of Sum Insured for stocks under this policy. Market value for stocks means the procurement value of stocks from the same or similar source at the time of damage or Loss.

12. **Reinstatement Value:**

This is the basis of Sum insured for all assets other than stocks under this Policy. Reinstatement Value represents the replacement value of the asset as New at time of Damage or Loss.

13. **Retroactive Date":** means the date specified in the Schedule and, if none is specified, the commencement date specified for the Period of insurance

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COVERAGE

SECTION 1
Fire and Allied Perils - Building & Contents

WHAT WE COVER	WHAT WE EXCLUDE
Loss or Damages directly caused to Building and its Contents by insured perils listed hereunder and subject to its not being otherwise excluded. 1. Fire 2. Lightning 3. Explosion / Implosion. 4. Damage caused by an aircraft, other aerial or space devices and articles dropped therefrom. 5. Riot, Strike and Malicious Damage:- Visible physical Damage by external violent means directly caused to the property insured. 6. Strom, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation. 7. Impact Damage by any rail/road vehicle or animal by direct contact. 8. Subsidence and Landslide including Rockslide: Damage caused by subsidence of the part of site on which the insured property stands or landslide/rockslide. 9. Bursting and overflowing of water tank, apparatus and pipes. 10. Missile testing operations. 11. Leakage from automatic sprinkler installations 12. Bush Fire.	1 Damage caused by pressure waves. 2 Destruction or damage caused to the property by its own fermentation, natural heating or spontaneous combustion or its undergoing heating or drying process 3 Burning of property insured by order of any Public Authority. 4 Explosion/implosion losses to boilers (other than domestic boilers), economizers or other vessels, machinery or apparatus (in which steam is generated) including their contents. 5 Destruction or damage to property caused by centrifugal forces. 6 Damages caused by a. Permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building or prevention of access to the same. b. Burglary, housebreaking, theft, larceny or any other such attempt or any omission of any kind of any person (whether or not such act is committed in connection with the disturbance of public peace) in any malicious act. c. Total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind 7. Damage by vehicle/animals belonging to or owned by You & Your family. 8. Damages caused by :- a.) Normal cracking, settlement or bedding of structures. b.) Settlement or movement of made up ground. c.) Coastal or river erosion. d.) Defective design or workmanship or use of defective material e.) Demolition, construction, structural

	alteration or repair of any property or ground work or excavation. 9. Damages caused to the insured property by pollution or contamination 10. Expenses necessarily incurred on Architect, Surveyor and Consulting Engineer's fees and Debris Removal following Damage to property insured by an insured peril in excess of 3% and 1% of the claim amount respectively. 11. Damage caused by a. repairs or alteration to Your Office. b. repairs, removal or extension of the sprinkler installation. c. defects in construction known to You. 12. Loss, destruction or damage to the stocks in cold storage unit caused by change of temperature. 13. Valuables and cash in safe, unless specifically covered in the Schedule 14. Loss, destruction damage to any electrical machine, apparatus fixture or fittings 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 exclusion shall apply only to the particular electrical machine, apparatus, fixture or fittings which may be destroyed or damaged by fire so set up. 15. Livestock or pets 16. Valuables as defined under the policy 17. Loss or damage to property insured if removed to any building or place other than in which it is herein stated, except machinery and equipments temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding 60 days. 18. (i)5% of claims amount for Act of God Perils (Lightning, Storm, Tempest, Flood, Inundation and the like, subsidence, landslide, rockslide, earthquake) subject to a minimum of Rs.10,000/- . (ii) First Rs 10,000/-for each and every loss arising out of other perils.

Add on covers under section 1:

Following add on covers are available on payment of additional premium.

(a) Earthquake

Damage to property insured including by fire occasioned by or in consequence of earthquake including flood or overflow of the sea, lakes, reservoirs and rivers and/or landslide/rockslide resulting therefrom.

(b) Terrorism

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 organization(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.

(c) Loss of Rent

Cover the loss of rent suffered by the insured when the building(s) or any part thereof covered under this policy is unfit for occupation in consequence of its destruction or damage by the perils insured against and then the amount payable shall not exceed such portion of the sum insured on Rent as the period necessary for reinstatement bears to the term of the Rent Insured.

(d) Additional Expenses of Rent for an Alternative Accommodation

Indemnify the insured against the additional rent (as explained herein) which the insured is called upon to bear for the period beginning from the date of operation of any of the Insured Perils until the óPREMISESô 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.

CONDITIONS APPLICABLE TO SECTION - 1:

If the property hereby insured shall at the breaking out of any fire or at the commencement of destruction of or damage by any of the insured perils be collectively of greater value than the sum insured thereon, then you shall be considered as your own insurer for the difference and shall bear a rate able proportion of the loss accordingly. Provided, however, that if the sum insured hereby on the property insured shall at the event of such fire or at the commencement of such destruction or damage be not less than 85% of the collective value of the property insured, this condition shall be of no purpose and effect.

The period of Indemnity may be limited to the period during which the original premises remain untenantable as a result of occurrence of perils insured against. Indemnity period may be selected by the Insured subject to maximum of 3 (three) years.

If the area of alternative accommodation taken by the insured is more than the area of the PREMISES occupied by the insured, the additional rent borne by the insured for the purpose of this insurance shall be deemed to be that proportion of the additional rent actually borne by the insured as the area of the PREMISES which was in the insuredÕs occupation bears to the area of the alternative accommodation taken by the insured. The insured shall be at liberty to take alternative accommodation in any locality so long as it is within the Municipal limit of the city or town in which the PREMISES is situated.
All insurances under this policy shall cease on expiry of seven days from the date of fall or displacement of any building or part thereof or of the whole or any part of any range of buildings or of any structure of which such buildings forms part. Provided such a fall or displacement is not caused by insured perils, loss or damage which is covered by this policy or would be covered if such building, range of buildings or structure were insured under this policy.

Notwithstanding the above, the company subject to an express notice being given as soon as possible but not later than seven days of any such fall or displacement may agree to continue the insurance subject to revised rates, terms and conditions as may be decided by it and confirmed in writing to this affect.

Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the Insured, before the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the policy by or on behalf of the Company :-

a) If the nature of the occupation of or other circumstances affecting the building insured or containing the insured property be changed in such a way as to increase the risk of loss or damage by Insured Perils.
b) If the building insured or containing the insured property becomes unoccupied and so remains for a period of more than 30 days.
c) If the interest in the property passes from the insured otherwise than by will or operation of law.

SECTION 2
Burglary & Robbery

Definitions:

1. **Burglary:** Burglary means the unforeseen and unauthorized entry to or exit from the insured premises by aggressive means with the intent to steal the contents there from.
2. **Robbery:** Robbery means the theft of Contents at the insured premises using unforeseen, aggressive and violent means against Insuredĝs Employees
3. **Contents:** Content means the items specified in the Schedule
4. **Safe:** Safe means a strong cabinet within the premises designed for the safe and secure storage of valuable items and access to which is restricted
5. **Strong Room:** Strong Room means a room within the premises designed for the secure storage of money and access to which is restricted.

WHAT WE COVER	WHAT WE EXCLUDE
Loss or Damages directly caused to • ŏContentsô or any part thereof whilst kept in the insured premises • Damage to Insured premises (including reasonable costs for damaged locks at the entry and/or exit points) • Loss of money contained in Safe or Strong Room • Loss of money from the cashierĝs till and/or counter Caused by actual or attempted burglary and/or robbery during the policy period.	• Loss or damage from any yard, garden outbuilding (including sheds or garages not attached to the building) or any other property outside the confines of the premises unless specified in the Schedule • Valuables and cash in safe, unless specifically covered in the Schedule • Loss or damage of motor vehicles, trailers unless shown in the schedule • Loss or damage in which you, your employees or any other person lawfully on or about your premises is or is alleged to be in any way concerned or implicated

However Our liability for any one loss shall be limited to money equivalent to maximum one dayøs collection only or the sums mentioned in the schedule whichever is less.	• Loss or damage resulting from an act of Riot, Strike, Malicious Damage and Terrorism • Damage to glass and sign boards • Live stock • Loss or damage to contents or stock when the premises are left unoccupied for more than 30 consecutive days unless the same has been reported to us in writing and our written approval obtained. • Contents from the safe following the use of a key to gain access to the safe, or any duplicate thereof belonging to you unless such key has been obtained by aggressive or violent means. • Any consequential loss or legal liability • First Rs 1000/- under each and every claim

Add-On Cover under this Section-2

Following add on cover is available on payment of additional premium.

Theft:

We will pay for theft of any contents/stocks from the insured premises where there is no forcible and violent entry or exist from the premises up to the full limit of liability.

Riot, Strike and Malicious Damage:

We will pay for losses from the insured premises due to Riot, Strike and Malicious Damage.

SECTION 3
FIRE LOSS OF PROFIT

DEFINITIONS APPLICABLE TO THIS SECTION

Indemnity Period	The period beginning with the occurrence of the Damage and ending not later than 12 months thereafter during which the result of the business shall be affected in consequence of the Damage.
Revenue	The money paid or payable to you for goods sold and delivered and for services rendered in course of the business at the

Premises less the relative amounts in respect of the purchase of goods

Standard Revenue The Revenue during the period in the twelve months immediately before the date of the damage which corresponds with the Indemnity period. 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 nor 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.

Annual Revenue The Revenue during the period in the twelve months immediately before the date of the damage which corresponds with the Indemnity Period

Limit of Liability Our maximum liability under this Section in respect of each item as stated in the Schedule for any one Period of Insurance.

WHAT WE COVER	WHAT WE EXCLUDE
If Your Business is interrupted because of a loss or damage to the Premises by any of insured perils under Section1 for which valid claim is payable under 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) Loss of Revenue (b) Increase in cost of working BASIS OF SETTLEMENT The amount payable as indemnity shall be, (a) In respect of loss of Revenue: the amount by which the Revenue during the Indemnity Period shall, in consequence of the damage, fall short of the Standard Revenue. (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 loss in Revenue which but for the expenditure would have taken place during the Indemnity Period in consequence, but not exceeding the amount of the reduction in Revenue	Loss arising out of, caused by, occasioned by, attributable to or howsoever connected to: 1 any period of Interruption not solely attributable to an insured event under Section1; 2 the loss or absence of any securities, obligations or documents of any kind, stamps, coins or paper-money, cheques, books of Account or other business books, computer systems or records; 3 the loss or absence of any manuscripts, plans, drawings, designs, patterns, models, or moulds; 4 the action or inaction of any public authority; 5 lack of funds on any account whatsoever; 6 a change to the Business or the Insured Premises after the effective date of this endorsement whereby the risk has been increased, unless the we have expressly acknowledges such

thereby avoided.

Less any sum saved during the Indemnity Period in respect of such of the working expenses and standing charges of the business 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 Annual Revenue, the amount payable shall be proportionately reduced.

change and confirmed in writing that the cover provided by us remains in force.

7 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;

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 unauthorized 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 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;

10 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 any action taken in respect of an act of terrorism;

11 loss or damage caused by mysterious disappearance or unexplained loss;

SPECIAL CONDITIONS:

1. If during the Indemnity Period goods shall be sold or services shall be rendered elsewhere than at the Premises for the benefit of the business either by You or by others on Your behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Revenue during the Indemnity Period.

2. If You declare at the latest 12 months after the expiry of any Period of Insurance, that the Revenue earned during the accounting period of 12 months most nearly concurrent with any Period of Insurance, as certified by Your Auditors, was less than the Limit of Liability thereon, a pro-rata return of premium not exceeding 50% of the premium paid on such Insured for such Period of Insurance shall be made in respect of the difference. Where, however, the declaration is not received by Us within12 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. **Average:** If the actual value of Saleable Items as at the date of the insured event under Section 1 exceeds the Sum Insured specified in the Schedule, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss accordingly.

GENERAL CONDITIONS APPLICABLE TO SECTION 3

The cover afforded shall cease if:

a. the Business is wound up or carried on by a liquidator or receiver or permanently discontinued;

b. Your interest in the Business ceases otherwise than by death;

c. Notification of Claims

It is a condition precedent to our liability that, upon the happening of any event giving rise to or likely to give rise to a claim under this endorsement, you shall:

immediately and in any event within 7 days give written notice of the same to us at the address shown in the Schedule for this purpose, and in case of notification of an event likely to give rise to a claim to specify the grounds for such belief, and with due diligence do and concur in doing and permit to be done all things which may be reasonably practicable to minimise or check any interruption of or interference with the Business or to avoid or diminish the loss, and not later than 30 days after the expiry of the Indemnity Period, at your own expense, deliver to us a written statement setting forth full particulars of your claim, and at your expenses produce or procure and give to us such documents, proofs, information, explanations and other evidence as we may reasonably require for the purpose of investigating or verifying the claim together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

SECTION 4
MONEY

WHAT WE COVER	WHAT WE EXCLUDE

1.Loss of money whilst carried by you or your employees, caused during the Policy period by robbery, theft or any other fortuitous event. 2.Loss of money caused during the Policy Period by Burglary, Housebreaking ,Robbery or Hold-Up whilst in premises during business hours or in Safe(s),Strong Room(s) at business premises outside business hours.	1. Loss of money carried by any person other than You or Your employees 2. Loss of money due to pick pocketing, mysterious disappearance or unexplained shortage. 3. Loss of Money unless FIR is lodged within 12 Hrs of occurrence of loss and Police Report obtained. 4. Consequential loss of any nature 5. Money carried out under contract of affreightment. 6. Loss of money where you or your employee is alleged to be involved as a principal or accessory or is alleged to be in anyway concerned or implicated 7. Loss of or damage to any property which is not insured, whether belonging to you or your employee or any third party 8. Any personal or bodily injury or mental injury or suffering of any description

SECTION 5
Plate Glass and Neon Signs/Glow Signs

Definitions:

Plate Glass: Plate Glass means completely and securely fixed flat glass within the Insuredφs premises (including plate glass of display/show windows of the premises) and described in the schedule excluding its glazing and/or lettering and/or ornamentation and/or any surface treatment or surfacing unless specifically described and declared for insurance.

Frames and framework: Mean a structure the immediate purpose of which is the enclosure or support of plate glass.
Accidental: Means a circumstance i.e. sudden ,unexpected and unintentional damage not excluded under the poli

WHAT WE COVER	WHAT WE EXCLUDE
1. Any accidental loss or damage to Plate Glass/Neon Signs/Glow Signs except for those specifically excluded. 2.Damage to frame and framework of any description following breakage of Glass and/or	1. 5% of the claim amount subject to minimum of Rs 2000/- 2. Breakage or damage during removal, alteration and repairs carried out at your premises

Neon Boards/glow signs subject to a maximum of Rs 5000/-. 3. Following breakage of Glass, the cost of tinting, lettering, painting, embossing, silvering or any other ornamental work on the replacement Glass, provided that such costs have been included in the Sum Insured of the Glass under this Section.	3. Scratching other than the fracture extending through the entire thickness of Plate Glass 4. Damage or breakage to Plate Glass or Neon Signs, Glow Signs which are not securely fixed. 5. Any loss or damage caused willfully by you or your employees, or any loss or damage in which you or any person acting on your behalf is or is alleged to be involved or implicated. 6. Any loss or damage for which the manufactures or supplier is responsible. 7. Any costs incurred in connection with the elimination of functional failures unless such failures were caused by an indemnifiable event 8. Loss or damage caused by sun, rain, hail or climatic or atmospheric conditions. 9. Fusing or burning out of bulbs and/or tubes howsoever caused 10. Radioactive contamination:Any loss ,damage or legal liability directly or indirectly caused by : (a) Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste arising from burning nuclear fuel;or (b) The radioactive ,poisonous,explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment. 11. War Risks: Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributing cause or event. War, invasion ,act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not) civil war rebellion revolution

	insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power. 12.Sonic bags:Any loss ,damage or legal liability directly or indirectly caused by pressure waves caused by aircraft and other flying objects travelling at or above the speed of sound. 13. Gradually occurring losses: Loss or damage by wear and tear, depreciation ,insects ,vermin̂s ,moth, fungus, corrosion, rust, atmospheric or climatic conditions ingress of water, gradually operating cause, process or cleaning, dyeing, repair, alteration or restoration. 14. Accidental external means: Loss or damage caused by arising out of accidental external means except as specifically covered. 15. Public Authority: Loss ,destruction or damage caused to the property insured by burning by order of any Public Authority Permanent or temporary dispossession resulting from confiscation,commandeering ,requisition or destruction by order of the Government or any lawfully constituted Authority. 16. Riot & Strike 17. Earthquake Fire & Shock. 18. Terrorism 19. Loss, or damage consequent upon interruption or delay of business or other loss, damage or injury arising from breaking of glass during replacement thereof.

SPECIAL PROVISIONS APPLICABLE TO SECTION – 5

1.<u>Basis of Claims Settlement:</u>

The basis of settlement shall be as under:

(a)Where a damaged item can be repaired or reinstated at a cost less than the replacement cost then we will indemnify you in respect of expenses necessarily incurred to restore the affected item as nearly as practicable to its state immediately prior to the happening of the insured event.

(b)In case of a total loss, we will pay you in respect of 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 insured event.

2.Reinstatement of Sum Insured

Upon happening of loss or damage and subsequent settlement of claim, Sum Insured shall stand reduced by the amount of such loss paid by Us. Sum Insured shall be reinstated only upon You paying Us the pro-rata premium for the unexpired period of insurance from the date of such loss to the expiry date of the policy for the amount of such loss.

SECTION 6
Electronic Equipment Insurance

Definition:

Electronic Equipment:

Electronic Equipment means the items specified in the Schedule and which are contained or fixed at or in the insured premises. This may include computer, fax machine, televisions sets or any other electronic item including accessories and/or system software.

WHAT WE COVER	WHAT WE EXCLUDE
• Loss or damage to Electronic Equipment due to fortuitous events unless otherwise excluded • Loss or damage to External Data Media and/or costs of restoring information and data stored therein. **NB 1**:This cover is applicable during the period when after successful completion of their performance/acceptance test, such equipments, parts, accessories are at work or at rest or being dismantled for the purpose of cleaning, overhauling or in course of aforesaid operation themselves or when being shifted	1. The first 10% or Rs 2500/- (whichever is higher) of each and every claim in respect of damage to electronic equipments and the first 5% or Rs 1000/- of any claim concerning External Data Media. 2. Damage due to faults/defects existing at the commencement of this insurance and known to You , whether such faults/defects were known to Us or not and any willful act or negligence of You or Your employees 3. Damage due to continuous influence of operation (e.g. wear and tear, cavitation, erosion, corrosion, incrustation) gradual deterioration and climatic condition other than

within the premises or during re-erection. **NB 2**: We will not be liable for payment for the restoration of information and data stored in the External Data Media unless this can be achieved from a back up system for the lost data and information.	those described and covered as insured perils in Section 1 (Fire and Allied Perils) 4. Any cost incurred in connection with elimination of functional failures unless such failures were caused by Damage covered under this Section of the Policy. 5. Damage for which the manufacturer or supplier is responsible either by law or under contract or any amount recoverable under the terms of Maintenance Agreement. 6. Damage to rented or hired equipments for which owner is responsible either by law or under lease and/or Maintenance Agreement. 7. Cost of transporting the electronic equipment to and from the place of repair. 8. Damage to consumable items (e.g. bulbs, valves, tubes, ribbons, fuses, seals, belts, wires, chains, exchangeable tools, objects made of glass, porcelain or ceramics and operating media as well as aesthetic defects like scratches etc. unless such parts are affected by an indemnifiable Damage to the insured Item itself). Damage to external antenna, dishes, masts and fittings by theft. 9. Damage arising through fitting, adjustment, repair or dismantling of any part of said equipment/installation other than by an authorised representative of an Electronic Equipment manufacturer, dealer or that of a reputed repairer. 10. Any cost required for alteration, improvement or overhaul or for making drawings, patterns and core boxes. 11. Loss or damage to electronic equipment older than 10 years from the date of manufacture. 12. Loss or damage to mobile phones or other similar communication devices 13. False programming, punching, labeling or inserting or the inadvertent canceling of information or data contained in External Data Media.

SPECIAL PROVISIONS APPLICABLE TO SECTION – 6

1. Sum Insured

The Sum Insured shall be equal to cost of replacement of Electronic Equipment as new of same kind, type and capacity including freight, dues and custom duties and also cost of dismantling and re-erection. The value of system software also must form part of the sum insured.

2. Claim Settlement

The basis of claim settlement can be on either Repair basis or on a Total Loss basis. The total loss basis is adopted if the cost of repair exceeds or equals the Market Value of the Equipment immediately before the Damage.

In case of settlement on repair basis No deduction will be made for depreciation in respect of parts replaced except those with limited life.

For Total Loss Basis settlement Market Value of item will be calculated by deducting proper depreciation from the Replacement Value of item as new of same kind, type and capacity. If the damaged items become obsolete, then all cost necessary to replace the damaged item with a follow up model will be allowed.

The Sum Insured under the Policy if found to be less than the amount required to be insured as described under ñSum Insuredô above, then We will pay only in such proportion as the Sum Insured bears to the amount required to be insured. Each and every item shall be subject to this condition separately.

SECTION 7
Breakdown of Business Equipments

Definition:

Business Equipments: Business Equipments means the electrical and/or mechanical equipments specified in the Schedule which are contained in or fixed at the insured premises and used solely in the course of the Business:

WHAT WE COVER	WHAT WE EXCLUDE
Loss or damage to Business Equipments due to unforeseen and sudden physical damage by any cause not hereinafter excluded whilst in the premises necessitating its immediate repair or replacement.	1. The first Rs 500/- or 5% of Sum Insured whichever is higher for each loss or damage. 2. Damage covered under Maintenance agreement or for which manufacturer or supplier is responsible 3. Damage resulting from overload experiment or test requiring imposition of abnormal conditions. 4. Damage due to deterioration of or wearing away of any item caused by or as a result of normal use or exposure, atmospheric or climatic conditions, rust, corrosion, moth,

	vermin or insect. 5. Gradually developing flaws, defects, cracks or partial fractures in any part not necessitating immediate stoppage, although at some future time repair or replacements of parts affected may be necessary. 6. Damage due to faults/defects existing at the commencement of this insurance and known to You, whether such faults/defects were known to Us or not and any willful act or negligence of You or Your employees 7. Damage to consumables such as ropes, rubber items, dies, moulds, blade, cutters, knives, exchangeable tools, engraved or impression cylinders or rolls, glass and porcelain items, ceramics, operating media, belts or wires, fabrics, anti-corrosive, non metallic linings unless such parts are affected by an indemnifiable Damage to the insured item itself 8. Cost of transport to the repair shop and back of any Damaged item 9. Loss or damage to Business Equipments older than 10 years from the date of manufacture 10. Loss or damage to any Business Equipment by perils insurable under other Sections of this Policy. 11. Loss or damages to mobile phones or other similar communication devices. 12. Any costs incurred in connection with the maintenance of Business Equipment including parts replaced in the course of such maintenance operations.

SPECIAL PROVISIONS

1. Sum Insured

It is a requirement of this insurance that the Sum Insured in respect of items specified in the Schedule shall be equal to the cost of replacement of the insured property by new property of the same kind and capacity, including freight, custom duties.

- **Claim Settlement**

The basis of claim settlement can be on either Repair basis or on a Total Loss basis. The total loss basis is adopted if the cost of repair exceeds or equals the Market Value of the Equipment immediately before the Damage.

In case of settlement on repair basis No deduction will be made for depreciation in respect of parts replaced except those with limited life.

In case of Total Loss, the claims will be settled on Market Value basis, which will be arrived at by deducting proper depreciation from the Replacement Value of item as new of same kind, type and capacity.

SECTION 8
Personal Accident

- **Definitions:-**

1. **Bodily Injury**: It means accidental physical bodily injury solely and directly caused by external, violent visible cause.
2. **Permanent Total Disablement**: The bodily injury that totally, irrevocably and absolutely prevents you from engaging in any kind of occupation.
3. **Temporary Total Disablement**: The bodily injury that prevents you from engaging in your occupation for a period not exceeding 104 weeks since the date of injury to the time you are fit enough to resume your occupation as certified by Medical Professional
4. **Permanent Partial Disablement**: The bodily injury that results in total, irrevocable, absolute and continuous loss of or impairment of a body part or sensory organ specified under the Table of Benefits.
5. **Accidental Death**: Accidental death means death resulting from Bodily Injury solely and independently of any other cause(as mentioned under "What We exclude" below) except illness directly resulting from, or medical or surgical treatment rendered necessary for such injury, occasions the death of the insured person within 12 months from the date of accident.
6. **Adventurous Sports:** Racing on wheels or horseback, big game hunting, Mountaineering, winter sports, skiing, ballooning, hand gliding, river rafting, polo and sports of similar hazard.
7. **Hazardous Activities:** Persons working in underground mines, explosives, workers involved in Electrical installation with high-tension supply, Circus personnel, persons,Stuntman in Film and persons engaged in occupations/activities of similar hazard.
8. **Accident**
An accident is a sudden, unforeseen and involuntary event caused by external and visible means.
9. **Capital Sum Insured**: It means the monetary amounts shown against insured person(s) which is the maximum limit of our liability against said insured person.

What WE COVER	WHAT WE EXCLUDE
Accidental bodily injury directly resulting in the death or disablement to insured person anywhere in the world as per Table of Benefits opted for by the Insured.	1. Natural Death 2. Compensation under more than one of the benefits mentioned in Table of Benefits in respect of same period of disablement.

Claim shall be settled in India in Indian Rupees.

The scope of coverage shall depend on the benefit selected by you and as described in the Schedule

A) Basic Coverð Death only
B) Wider Cover--- Death + Permanent Total Disablement + Permanent Partial Disablement
C) Comprehensive Cover --- Death + Permanent Total Disablement + Permanent Partial Disablement + Temporary Total Disablement

We shall pay to the insured person or his/her nominee, the compensation set forth in Table of Benefits (as percentage of Capital Sum Insured)

3. Any payment in case of more than one claim under this policy during any one period of Insurance by which our liability in that period would exceed CSI
4. Payment of compensation in respect of death or injury as a consequence of/resulting from
   a) Committing or attempting suicide, intentional self-injury.
   b) Whilst under influence of intoxicating liquor or drugs.
   c) Drug addiction or alcoholism.
   d) Whilst engaged in any adventurous sports and/or hazardous activities.
   e) Committing any breach of law with criminal intent.
   f) War, Civil War, invasion, act of foreign enemies, revolution, insurrection, mutiny, military or usurped power, seizure, capture, arrest, restraint, or detainment, confiscation, or nationalization or requisition by or under the order of any government or public authority.
   g) Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exclusion, combustion shall include any self -sustaining process of nuclear fission.
   h) The radioactive, toxic, explosive or the hazardous properties of any nuclear assembly or nuclear component.
5. Consequential loss of any kind and/or any legal liability
6. Pregnancy including child birth, miscarriage, abortion or complication arising there from.
7. Participation in any naval, military or air force operations.
8. Curative treatments or interventions
9. Venereal or sexually transmitted diseases.
10. HIV and or related illness.

TABLE OF BENEFITS	PERCENTAGE OF CAPITAL SUM INSURED
1. Accidental Death	100
2. Permanent Total Disability:	
a) Loss of sight (both eyes)	100
b) Loss of two limbs	100
c) Loss of one limb and one eye	100
d) Permanent Total and absolute disablement as certified by Medical Practitioner.	100

3. Permanent Partial Disability	
a) Loss of sight of one eye	50
b) Loss of one limb	50
. c) Loss of toes-all	20
d) Great-both phalanges	5
e) Great-one phalanx	2
f) Other than great, if more than one toe lost each	1
g) Loss of hearing ï both ears	50
h) Loss of hearing ï one ear	15
i) Loss of Speech	50
j) Loss of four fingers and thumb of one hand	40
k) Loss of four fingers	35
f) Loss of thumb-both phalanges	25
g) Loss of thumb-one phalanx	10
h) Loss of index finger	
i)Three phalanges	10
ii)Two phalanges	8
iii)One phalanx	4
i) Loss of middle finger	
i) Three phalanges	6
ii) Two phalanges	4
iii) One phalanx	2
j) Loss of ring finger	
i)Three phalanges	5
ii)Two phalanges	4
iii)One phalanx	2
k) Loss of little finger	
i)Three phalanges	4
ii)Two phalanges	3
iii)One phalanx	2
l) Loss of Metacarpals	
i) First or second (additional)	3
ii)Third, fourth or fifth (additional)	2
m) Any other permanent partial disablement	% as assessed by Medical practitioner appointed by us
4. Temporary Total disablement benefit at the rate per week	1% of C.S.I or Rs 5000/- per week whichever is lower for 104 weeks max.

- **<u>Claim Settlement:</u>**

1. The compensation benefits will depend upon the nature of injury and the Capital Sum Insured under the Policy.
2. For accidents resulting in Death or Permanent Total disablement, we will provide compensation equivalent to the full Capital Sum Insured.
3. For Permanent Partial Disablement the compensation will depend on the nature of injury and corresponding percentage of Capital Sum Insured as detailed in the ôTable

of Benefitôunder the Policy document or as per the medical advices of our appointed Medical Practitioner.

4. In respect of Temporary Total Disablement, we will provide compensation at 1% of Capital Sum Insured or Rs 5000/- whichever is less per week for a maximum period of 104 weeks.

SECTION 9
FIDELITY GUARANTEE

Definition:

Employee:

Employee means the category of persons named in the Schedule and/or persons who have entered into a contract of service with you, whether such contract of service is expressed or implied, verbal or written, but shall not include persons whose employment is of a casual nature and/or who are employed other than for the purpose of the Business.

What we cover	What we exclude
Direct pecuniary loss sustained by you in consequence of any deliberate fraudulent or dishonest act of an Employee if • You are able to identify which employee is responsible • The employeeœ dishonesty happens during the period of insurance • The loss is reported to the police immediately upon discovery **NB: Any monies which, but for the dishonest or fraudulent conduct of the Employee concerned, would have been payable to such Employee by the Insured and any monies of such Employee with the Insured (or which may come into the custody, care or control of the Insured) shall be applied by the Insured, to the extent it is legally entitled to do so, against the amount payable by us in diminution or extinction of any loss control) shall be applied by you against the amount payable by us in diminution or extinction of any loss.**.	1. Any act of employee dishonesty committed by a person whom you knew to be dishonest 2. Any loss resulting directly or indirectly from trading in securities : whether in your name or in a genuine or fictitious account 3. Losses reported after 90 days from the date of cancellation or expiry of the policy period 4. Consequential loss of any kind 5. Legal liability of any kind 6. Any expenses incurred by you in establishing the existence of or quantification of any fact or loss giving rise to a claim under this policy 7. Any loss sustained before the retroactive date or more than 2 years before the date of first discovery, whichever may be later

SPECIAL CONDITION APPLICABLE TO SECTION 9:

We will not be liable for and no indemnity will be provided by us in respect of any loss arising in circumstances where:

- You carry on any business other than the Business stated in the proposal
- The duties or terms of service Employees differ from those described in the proposal
- The precautions and checks for ensuring the accuracy of your accounts are not the same as described in your proposal

SECTION - 10
Public Liability

Definitions:

1. Damages:

Damages means monetary sum payable by you pursuant to judgments or awards and/or settlements negotiated by or on behalf of you, but shall not include fines, penalties, punitive damages or any other amount for which you are legally liable.

2. Defense Costs:

Defense Costs means the expenses incurred by you or on your behalf in the investigation or settlement or defense of a claim and shall include legal costs and disbursements.

3. Limit of liability:

Limit of Liability means the amount stated in the schedule which shall be our maximum liability under this section (inclusive of Damages and/or Defence Costs, and regardless of the number of claimants or the total number or amount of Claims made against you) for any one Claim and in the aggregate for all Claims made during the Policy Period.

WHAT WE COVER	WHAT WE EXCLUDE
Damages including the Defence costs incurred by you against (a) Third Part Property Damage (b) Third Party injury/death Caused in the course of the Business by an accident in your business premises if notified during the policy period.	1. Any liability arising out of a contractual obligation. 2. Any accident arising out of wilful or intentional non-compliance of any statutory regulations. 3. Any bodily injury of any person under a contract of employment with you, your contractors or sub-contractors arising out of and in the course of employment 4. Consequential loss of any kind 5. Libel, slander, false arrest, wrongful eviction, wrongful detention, defamation

	including mental injury, shock resulting there from. 6. Liability arising out of Vehicles covered under Indian Motor Vehicle Act. 7. Damage to property belonging to third parties that is rented, leased or under hire ï purchase agreement or on loan to you 8. Damage to property belonging to third party handled by you by way of your trade or worked upon by or in your care, custody or control. 9. Pollution of any kind 10. Any Liability under the Public Liability Insurance Act which attaches liability on a no fault basis 11. Product Liability 12. Any claim directly or indirectly connected to earthquake, typhoon, cyclone, flood or other convulsions of nature or atmospheric disturbances. 13. All policies issued shall be subject to a compulsory excess of 1/4 % of the Limit of Indemnity per any one accident, subject to a maximum of Rs 100,000/- and a minimum of Rs 10,000/-.

SPECIAL PROVISION APPLICABLE TO SECTION 10:

You shall not admit liability for or settle or compromise or make or promise any payment in respect of any claim which may be the subject of an indemnity under the policy or incur any costs or expenses in connection therewith without the prior written consent from us.

We shall be entitled (but in no case obliged) to take over and conduct the investigation, defense and /or settlement of any claim. For this purpose you shall give all the information, documentation, records and other assistance to our representatives. Having taken over the defense of any claim, we may in our sole and absolute discretion relinquish the same.

GENERAL CONDITIONS

(APPLICABLE TO ALL SECTIONS OF THE POLICY EXCEPT TO THE EXTENT SPECIFICALLY VARIED UNDER SUCH SECTIONS)

1. Notice:

Every notice and communication to us required by or in respect of this policy shall be in writing.

2. Reasonable care:

You must take all reasonable steps to protect the property insured, prevent damage or accidents and maintain the property insured in a sound condition.

3. Alteration of Risk:

The cover afforded under this policy shall be suspended and no payment shall be made hereunder if:

(a) You carry on any business at the insured premises other than the business stated in the proposal

(b) There is any material change in the facts and matters stated in the proposal

(c) The ownership of the building/stocks/contents passes from you to any other person or entity otherwise than by the operation of the law of succession as applicable.

4. Mis-description:

This Policy shall be void and premium paid shall be forfeited in the event of mis-representation, mis-description or non-disclosure of any materials facts by you or your representative.

5 A) Claims Procedure:

a) In the event of any circumstances likely to give rise to a claim you must:

Take steps to minimize the Damage and protect /safe guard damaged property from further loss or damage.

(a) Intimate us as soon as reasonably possible, but in any event within 15 days of the date of the incident.

However in respect of loss or damage under Section 2 (Burglary and Robbery) and Section 4 (Money), the loss must be reported within 24 hours of the happening of any insured event.

(b) Lodge complaint with the local police immediately in the event of Burglary, robbery, Riot. Strike and Malicious Damage and Loss of money while in transit.
(c) Take all reasonable steps to recover any property which has been lost
(d) make no admission or offer payment or indemnify, without Our written consent
(e) Provide without expense to us, all proofs, certificates, evidence, assistance or information which we may reasonably require

b) The documents normally required to be submitted in the event of a claim are :

a. Duly completed Claim form
b. Copy of First Information Report
c. Estimate of loss / repairs
d. Invoice/ Bills/Receipts
e. Fire Brigade Report in respect of fire claims.
f. Any other details/documents called for a specific loss

5 B) BASIS OF CLAIMS SETTLEMENT:

UNLESS OTHERWISE SPECIFICALLY STATED UNDER THE RESPECTIVE SECTION, THE BASIS OF SETTLEMENT SHALL BE AS UNDER:

Where a damaged item can be repaired or reinstated at a cost less than the replacement cost then we will indemnify you in respect of expenses necessarily incurred to restore the affected item as nearly as practicable to its state immediately prior to the happening of the insured event.

In case of a total loss, we will pay you in respect of 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 insured event.

If the value of the insured property shall at the time of any insured event be collectively of greater value than the sum insured thereon then you shall be considered as your own insurer of the difference and shall bear a rateable proportion of the loss or damage. Each item if more than one shall be separately subject to this condition.

6. Cancellation

We may cancel this Policy by sending 15 days notice in writing by recorded delivery to You at Your last known address. You will then be entitled to a pro-rata refund of premium for the un-expired period of this Policy from the date of cancellation, which We are liable to pay on demand. You may cancel this Policy by sending a written notice to Us. Retention premium for the period we were on risk will be calculated based on following short period table and the balance(if any) will be refunded to you subject to the condition that no claim has been preferred on us :

Upto 1 month	25% of annual premium
Above 1 month and upto 3 months	50% of annual premium
Above 3 months and upto 6 months	75% of annual premium
Above 6 months	100% of annual premium

7. FRAUD

If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof or if any fraudulent means or devices are used by you or anyone acting on your behalf to obtain any benefits under the policy or if loss or damage be occasioned by the willful act or with your connivance, all benefits under this policy shall be forfeited.

8. Contribution:

If at the time of any loss or damage happening to any property hereby insured there be any other subsisting insurance or insurances, whether effected by you or by any other person on your behalf covering the same property We shall not be liable to pay or contribute more than its rateable proportion of such loss .

9. Subrogation:

You shall at our expense 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 rights and remedies or obtaining relief or indemnify from the other parties to which we shall be or would become entitled or subrogated upon our paying 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 we indemnify your loss or damage

10. Arbitration

Should any dispute arise between Us and You on the quantum of amount payable, liability being otherwise admitted by us, such dispute will be referred to Arbitration proceedings in accordance with Arbitration and Conciliation Act of 1996 as amended from time to time. Further the making of an award by Arbitrator(s) shall be a condition precedent to any right of action or suit by You against Us.

11. Disclaimer Clause

If We shall disclaim Our liability in any claim, and such claim shall not have been made the subject matter of a suit in a court of law within 12 months from the date of disclaimer, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable under this Policy.

12. Geographical Limits:

The Geographical Limit of this Policy and jurisdiction shall be India. All claims under this policy shall be settled in Indian Rupees only.

13. Renewal:

We agree to renew the policy on payment of renewal premium. However we may exercise our option not to renew the policy on grounds of fraud, misrepresentation, or suppression of any material fact either at the time of taking the policy or any time during the currency of the earlier policies or bad moral hazard.

14. Withdrawl of Policy:

We reserve our right to withdraw this policy at any time in future with appropriate approval from IRDA and with an intimation of 3 months to all the existing insured members.

GENERAL EXCLUSIONS

(APPLICABLE TO ALL SECTIONS)

1) Radioactive contamination:

Any loss, damage or legal liability directly or indirectly caused by:

(a) Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste arising from burning nuclear fuel; or

(b) The radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment.

2) War Risks:

Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributing cause or event.
War, invasion, act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power.

3) Sonic bangs:

Any loss, damage or legal liability directly or indirectly caused by pressure waves caused by aircraft and other flying objects traveling at or above the speed of sound.

4) Pollution and/or Contamination:

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

- Pollution or contamination which itself results from a peril hereby insured against
- Any peril hereby insured against which itself results from pollution or contamination

5) Gradually occurring losses:

Loss or damage by wear and tear, depreciation, insects, vermins, moth, fungus, corrosion, rust, atmospheric or climatic conditions ingress of water, gradually operating cause, process or cleaning, dyeing, repair, alteration or restoration.

6) Wilful Act:
Loss or damage caused by or arising out of wilful act of the insured or any person acting on his/her behalf including circumstance, fact or matter you are or ought to be reasonably aware prior to the commencement of this contract.

7) Accidental External means:
Loss or damage caused by arising out of accidental external means Except as specifically covered under under respective sections.

8) Consequential Losses
Loss by delay, loss of market, loss of goodwill and / or any other consequential or indirect loss or damage not covered under Section III.

9) Public Authority

- Loss , destruction or damage caused to the property insured by burning by order of any Public Authority

- Permanent or temporary dispossession resulting from confiscation, commandeering , requisition or destruction by order of the Government or any lawfully constituted Authority.

10**) Liability;**

a) Liability more specifically insured elsewhere

b) Liability arising out of Asbestosis or any matter related to or arising out of the sale, manufacture, production, distribution or the like of asbestos.

11) **Terrorism Damage Exclusion Warranty**:

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 endorsement 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 organization (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.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.