



**UNITED INDIA INSURANCE COMPANY LIMITED  
HEAD OFFICE – TECHNICAL MISC. DEPT.  
24 WHITES ROAD, CHENNAI – 600 014**

**SHOPKEEPER'S INSURANCE POLICY**

WHEREAS the INSURED named in the Schedule herein has made to UNITED INDIA INSURANCE COMPANY LIMITED (hereinafter called the "COMPANY") a 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 the terms and conditions contained herein or endorsed or otherwise expressed hereon that it the Insured shall sustain **LOSS or DAMAGE** to property or **INCUR LIABILITY** or the Insured or the partners, directors, or managerial staff or employee of the insured permanently working with the insured shall sustain **BODILY INJURY** as described herein at any time during the period of Insurance stated herein or any subsequent period in respect of which the Insured shall have paid for 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 as the case may be, but not exceeding in any one period of Insurance in respect of each of the several items specified herein the sum set opposite thereto respectively.

**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. **Misdescription:** This Policy shall be voidable and all Premium paid hereon shall be forfeited to the Company, in the event of misrepresentation, misdescription, or non-disclosure of any material information.
3. **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 cancel the Policy on grounds of misrepresentation, fraud, non-disclosure of material fact or non-cooperation by the insured by sending fifteen days notice in writing by Registered A/D to the insured at his last known address in which case the Company shall return to the insured a proportion of the last premium corresponding to the unexpired period of insurance if no claim has been paid under the policy. The insured may at any time cancel this policy and in such event the Company shall allow refund of premium at Company's short period rates provided no claim has occurred up to the date of cancellation
5. **Claims Procedure:**
  - (i) The Insured shall upon the occurrence of any event giving rise or likely to give rise to a claim under the Policy :
    - (a) in the event of 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 explanations and evidence to substantiate the claim as the Company may reasonably require.
  - (ii) If the Insured or any partner, director or member of the managerial staff or employee of the Insured, sustain any bodily injury in respect of which a 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 employees of the Insured shall die, notice of death shall be given by the legal representatives forthwith. All certificates, information and evidence, whether from a Medical Attendant or otherwise required by the Company shall be furnished at the expenses of the Insured or his legal representatives and shall be in such form and of such nature as the Company may prescribe. The Injured person must immediately after the occurrence of an accident which may be the subject of a claim here under obtain medical treatment, failing which the Company will not be liable for any consequence thereof.

(iii) The Insured shall upon the occurrence of any event giving rise 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:** In the event of any loss, damage, liability or expenses covered by this Policy there shall be any other Insurance covering the same loss, damage liability or expenses whether effected by the Insured or not, this Policy shall pay only so much of the excess of such loss, damage, liability or expenses as is/not recoverable under such other Insurance, subject always to the limitations of this policy.
7. **Fraud:** If any claim under this Policy shall be in any respect fraudulent means or device are used by the Insured or any one acting on the Insured's behalf, to obtain any benefit under this Policy, all benefits under the Policy shall be forfeited.
8. **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 expand more in re-instatement than it would have cost to reinstate such property as it was at the time of occurrence of such loss or damage or more than the Sum Insured by the Company thereon.
9. **Average:** (Applicable to Section Nos. II, IV, V, VI,) If the property hereby Insured shall at the time of any loss or damage be collectively of greater value than the sum insured thereon then the Insured shall be considered as being his own Insurer for the difference and shall bear a ratable proportion of the loss or damage accordingly. Every item, if more than one of the Policy shall be separately subject to this condition.
10. **Arbitration:** If any 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 an arbitrator, to be appointed in writing by the parties in difference or if they cannot agree upon a single arbitrator to the decision of two disinterested persons as arbitrators of whom one shall be appointed in writing by each of the parties within two calendar months after having, been required so to do in writing by the other party in accordance with the provisions of the Arbitration Act 1940 as amended from time to time and for the time being in force. In case either party shall refuse or fail to appoint arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint sole arbitrator and in case of disagreement between the arbitrators, the difference shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at their meetings.

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.

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.

11. **Observation of Terms and Conditions:** The due observance and fulfilment 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 this policy.

**Definition:** The Term of Burglary and/or Housebreaking shall mean theft involving entry into or exit from the Insured premises by forcible and violent means theft or following assault or violence or threat thereof, to the insured or any employee of the insured or member of the Insured's family.

#### **SECTION I - BUILDING/CONTENTS (Excluding Money and Valuables)**

The Company will indemnify the Insured in respect of loss of or damage to the Building/Contents, whilst contained in the insured premises by :

- (a) Fire Lightning Explosion of gas in domestic appliances
- (b) Bursting and overflowing of water tanks, apparatus or pipes

- (c) Aircraft or articles dropped therefrom
- (d) Riot, Strike or Malicious Act
- (e) Earthquake, Fire and/or Shock, Subsidence and Landslide (including Rockslide) damage
- (f) Flood, Inundation, Storm, Tempest, Typhoon, Hurricane, Tornado or Cyclone
- (g) Impact damage

#### **SPECIAL EXCEPTIONS**

The Company shall not be liable in respect of

- (i) loss or damage to livestock, motor vehicles, and pedal cycles.
- (ii) loss of or damage to money, securities for money, stamps, bullion, deeds, bonds, bills of exchange, promissory notes, stock and share certificates, business books, manuscripts, documents of any kind, unset precious stones and jewelry and valuables.
- (iii) the first Rs. 2,500/- or 21/2% of the sum insured, whichever is less of each and every loss arising under section (1) (f) hereof.

#### **SPECIAL CONDITION OF AVERAGE**

If the property, hereby insured shall at the breaking out of any fire or at the commencement of any destruction of or damage to the property by any other peril hereby insured against be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own Insurer for the difference and shall bear a ratable proportion of the loss accordingly. Provided, however, that if the sum insured hereby on the property insured shall at the breaking out of such fire or at the commencement of such destruction or damage be not less than 85% (eighty-five percent) of the collective value of the property insured, this condition shall be of no purpose and effect.

#### **SECTION II - BURGLARY AND HOUSEBREAKING CONTENTS (Excluding Money and Valuables)**

The Company will indemnify the Insured in respect of loss or damage to the contents whilst contained in the Insured premises by burglary and/or housebreaking.

#### **SPECIAL EXCEPTIONS**

The Company shall not be liable in respect of :-

- (i) loss or damage by burglary and/or housebreaking where any employee of the Insured or member of the Insured's family is concerned as principal or accessory.
- (ii) loss of or damage to livestock, motor vehicles and pedals cycles.
- (iii) loss of or damage to money, securities for money-stamps, bullion, deeds, bonds, bills of exchange, promissory notes, stock and share certificates, business books, manuscripts, documents of any kind, unset precious stones and jewelry and valuables, unless specifically declared.

#### **SECTION III - MONEY INSURANCE**

The Company will indemnify the Insured in respect of: -

- (a) loss by accident or misfortune whilst the Insured's money is in his hands, or in the hands of his employees in transit, between any two places within a radius of fifteen miles from the insured's premises.
- (b) loss of or damage to money and/or valuables by Burglary and/or Housebreaking, whilst contained in safe, burglar resisting or otherwise steel cupboards/cash box and/or such other places under lock and key.
- (c) loss of money whilst lying in the cashier's till and/or counter in the Insured's premises, during business hours consequent on or following assault and/or violence against the Insured or nay employee of the Insured or any threat thereof burglary and/or

Housebreaking, provided always that such money are in the custody of a responsible employee entrusted with the work of handling cash.

Provided always that :

- (1) "In no event the Company shall be liable for any loss following under Section III (a) of the policy, which is not discovered within a period of 2 days from its occurrence and not notified forthwith to the company in writing."
- (2) "A complete account of Cash in safe, steel cupboards, cash box and/or other places under lock and key shall be kept secured in some places other than the place where the money covered is kept and the liability of the company shall be limited to the account actually shown by such records not exceeding the amount stated in the schedule under this section."

#### **SPECIAL EXCEPTIONS**

The Company shall not be liable in respect of :-

- (a) loss of money where any employee of the insured or member of the Insured's family is concerned as principal or accessory or arising out of or attributable to act of fraud or dishonesty committed by one or more of the employees carrying the money.
- (b) shortage due to error or omission.
- (c) loss of money abstracted from safe following the use of the key to the said safe or any duplicate thereof belonging to the Insured unless such key has been obtained by assault or violence or any threat.

#### **SECTION IV - PEDAL CYCLES**

A. The Company will indemnify the insured in respect of loss of or damage to the Pedal Cycles belonging, to the insured by :

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| (a) Fire, Lightning or External Explosion, | (d) Flood, Inundation, Storm, Tempest, Typhoon<br>Typhoon, Hurricane, Tornado or Cyclone, |
| (b) Riot, Strike or Malicious Act          | (e) Burglary and/or Housebreaking or Theft,   |
| (c) Earthquake, Fire and/or Shock,         | (f) Accidental External Means.  |

provided that the liability of the Company in respect of loss or damage to any one Vehicle in any one period of Insurance will not exceed the Sum insured set against such Vehicle in the Schedule.

B. The Company will indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as compensation and litigation expenses incurred by the Insured with the Company's written consent for accidental death of or bodily injury to any person other than a member of the Insured's family or a person in the Insured's service or being conveyed on such Pedal Cycles and/or accidental damage to property not belonging to or in the custody or control of the Insured or any member of the Insured's family or not being conveyed on such Pedal Cycle in the event of accident caused by or happening through or in connection with Pedal Cycle insured hereunder, provided that the liability of the Company in respect of such compensation and litigation expenses in any one period of Insurance is limited to Rs. 10,000 (Rupees Ten Thousand only).

#### **SPECIAL EXCEPTIONS**

The Company shall not be liable in respect of :-

- (i) any accident, loss, damage or liability caused by or through or in connection with Pedal Cycle whilst it is being used for hire or reward of outside India.
- (ii) damage caused by overloading, strain or mechanical breakdown.
- (iii) loss of or damage to accessories by theft unless the Pedal Cycle is stolen at the same time.
- (iv) loss, damage or liability occurring whilst being used for racing or pacemaking.
- (v) the first Rs. 10/- of each and every loss arising under Sub-section (A) hereof through accidental external means. If however the loss or damage exceeds Rs. 10/- the Company is liable to pay full such loss or damage.

### **SPECIAL CONDITIONS**

The Pedal Cycles should be securely locked when left unattended.

### **SECTION V - PLATE GLASS**

The Company will indemnify the Insured in respect of loss of or damage to fixed plate glass in the Insured premises by accidental breakage, provided that the liability of the Company in respect of any loss or all losses in any one period of insurance is limited to the sum set against in the Schedule.

### **SPECIAL EXCEPTIONS**

The Company shall not be liable in respect of :-

- (i) breakage or damage during removal, alterations and/or repairs on or about the Insured premises.
- (ii) breakage of lettering unaccompanied by breakage or damage of glass.
- (iii) breakage of or damage to frames or framework of any description, unless specifically declared.
- (iv) disfiguration or scratching or damage of glass other than fracture extending through the entire thickness of glass.
- (v) embossed, silvered, lettered, ornamental, curved or any glass whatsoever, other than glass which is plain and of ordinary glazing quality unless the same be specifically declared,
- (vi) breakage of glass not completely and securely fixed.
- (vii) loss or damage consequent upon interruption or delay of business or other loss damage or injury arising from breakage of glass or during replacement thereof.

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

The Company will indemnify the Insured in respect of loss or damage to Neon Sign/Glow Sign, belonging to the Insured, by

- (a) Accidental external Means
- (b) Fire, Lightning or External Explosion or theft.
- (c) Riot, Strike, or Malicious Act
- (d) Flood, Inundation, Storm, Tempest, Typhoon, Hurricane, Tornado or Cyclone.

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

### **SPECIAL EXCEPTIONS**

- (i) The fusing or burning out of any Bulbs and/or Tubes arising from short-circuiting or arcing or any other mechanical or electrical breakdown or faults.
- (ii) The action of sun, rain, hail, flood, bad weather.

### **SECTION VII - BAGGAGE**

The Company will indemnify the Insured in respect of :-

- (i) baggage in connection with the trade accompanying the Insured and/or Employees.

- (ii) personal baggage of Insured and/or proprietors and/or partners accompanying them anywhere in India, lost, destroyed or damaged by accident or misfortune.

provided that the liability of the Company in respect of property so lost destroyed or damaged shall be limited to its actual value at the time of happening of such loss, but not exceeding in any one period of insurance the sum set opposite thereto in the Schedule.

### **SPECIAL EXCEPTIONS**

The Company shall not be liable in respect of :-

- (a) loss or damage due to cracking, scratching or breakage of lens or glass, whether part of any equipment or otherwise or to Chine, 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.
- (b) loss or damage, caused by moth, mildew, vermin or any process of cleaning, dyeing, repairing, or restoring to which the property is subjected.
- (c) loss of or damage to any electrical machine, apparatus fixtures or fittings (including wireless sets, radio, television sets and tape-recorders) arising from over-running excessive pressure, short circuiting, arcing, self heating or leakage of electricity from whatever cause (lightning included.)
- (d) loss or damage caused by mechanical derangement or overwinding of watches and clocks.
- (e) theft from car except from car of fully enclosed saloon type having all the doors, windows and other opening securely locked and properly fastened.
- (f) loss or damage whilst being conveyed by any carrier under contract of affreightment.
- (g) loss of or damage to money, securities, manuscripts, deeds, bonds, bills of exchange, promissory notes, stock or share certificates, stamps business books of documents, jewelry, watches, furs, precious metals, precious stones, gold and silver ornaments, travel tickets, cheques and bank drafts.
- (h) loss of or damage to articles which did not form part of the contents of any of the packages when the journey commenced, unless specifically declared and accepted by the Company.
- (i) loss, destruction of or damage to articles of consumable nature.
- (j) loss or damage to the personal baggage belonging to the insured and to such of the members of his Partner/Manager/Employee as are permanently working with him accompanying the insured whilst the insured is travelling within the municipal limits of the village, town, or city wherein he is permanently residing.
- (k) loose articles such as Sticks. 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.
- (l) loss destruction or damage caused by or arising from the leakage spilling or exploding of liquids oils or materials of a like nature or articles of a dangerous or damaging nature.

### **SPECIAL CONDITION**

1. Where any item insured hereunder consists of articles in pair or set, the Company's liability in respect thereof shall not exceed the value of any particular part of parts which may be lost or damaged without reference to any special value which such article or articles may have as part of such pair or set not more than a proportionate part of the insured value of the pair or set.

### **SECTION VIII - PERSONAL ACCIDENT**

If the Insured or any named partner director or member of managerial staff or employees of the Insured aged between 16 and 65 years, permanently working with the Insured shall sustain bodily injury solely and directly caused by accidental violent external and visible means resulting in death or disablement as stated hereinafter the Company shall pay to the Insured or his Assignee/his legal personal representative the sum or sums hereinafter set forth, that is to say :

1. If such injury shall within Twelve (12) calendar months of its occurrence be the sole and direct, cause of the death of the Insured person, the Capital Sum Insured stated in the Schedule hereto applicable to such Insured Person.
2. If such injury within Twelve (12) calendar months of its occurrence be the sole and/or direct cause of the 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 one entire hand and one entire foot or of such loss of sight of one eye and such loss of one entire hand or one entire foot, the Capital Sum Insured stated in the Schedule hereto.
  - (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 or one foot, the capital Sum Insured stated in the Schedule hereto.
3. If such injury shall within Twelve (12) calendar months of its occurrence be the sole and direct cause of the 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, fifty percent (50%) of the Capital Sum Insured in the Schedule hereto, applicable to such Insured Person.
  - (ii) total and irrecoverable loss of use of a hand or a foot without physical separation, fifty percent (50%) of the Capital Sum Insured, stated in the Schedule hereto applicable to such Insured Person.

**Note :** For the purpose of clauses (2) and (3) above, physical separation of a hand or foot means separation at or above, the wrist and/or of the foot at or above the ankle respectively.

4. If such injury shall as a direct consequence thereof, immediately permanently, totally and absolutely disable the Insured person from engaging in any employment or occupation of any description whatsoever, then a lumpsum equal to hundred percent (100%) of the Capital Sum Insured, stated in the Schedule hereto applicable to such Insured Person.
5. If such injury shall within Twelve (12) calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of use or of the actual loss by physical separation of the following, then the percentage of Capital Sum Insured as indicated below shall be payable :

(i) Loss of toes	- all	20
Great	- both phalanges	5
Great	- one phalanx	2
Other than great, if more than one tow lost each		1
(ii) Loss of hearing	- both ears	50
(iii) Loss of hearing	- one ear	15
(iv) Loss of four fingers and thumb of one hand		40
(v) Loss of Four Fingers		35
(vi) Loss of thumb	- both phalanges	25
	- one phalanx	10
(vii) Loss of thumb	- three phalanges	10
	- two phalanges	8
	- one phalanx	4
(viii) Loss of middle finger	- three phalanges	6
	- two phalanges	4
	- one phalanx	2
(ix) Loss of ring finger	- three phalanges	5
	- two phalanges	4

	- one phalanx	2
(x) Loss of little finger	- three phalanges	4
	- two phalanges	3
	- one phalanx	2
(xi) Loss of metacarpals	- first or second	3
	(additional)	
	- third, fourth or fifth	2
	(additional)	
(xii) Any other permanent	% age as assessed by the doctor, partial disablement.	

6. If such injury shall be the sole and direct cause of Temporary total disablement, then so long as the Insured person shall be totally disabled, from engaging in any employment on the occupation of any description whatsoever, a sum at the rate of one percent (1%) of the Capital Sum Insured stated in the Schedule hereto per week, but in any case not exceeding Rs. 5000/- per week in all, under all policies.

Provided that the compensation payable under the foregoing sub-clause (6) shall not be payable for more than 100 weeks in respect of any one injury calculated from the date of commencement of disablement and in no case shall exceed the Capital Sum Insured.

7. "In the event of the death of the Insured Person due to accident as defined in the policy outside his/her residence, the Company shall reimburse expenses incurred for transportation of Insured's dead body to the place of residence subject to a maximum of 2% of CSI or Rs. 2500/- whichever is less."

#### **SPECIAL EXCEPTIONS**

Provided always that :-

The Company shall not be liable under the policy for :

- a) Compensation under than one of the foregoing Benefits in respect of the same period if disablement, except under (6)
- b) Any other payment after a claim under one of the benefit (1), (2), (3) or (4) has been admitted and become payable.
- c) 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 this Policy.
- d) Payment of weekly compensation until the total amount shall have been ascertained and agreed.
- e) Payment of Compensation in respect of death, injury or disablement of the insured
  - (a) from intentional self injury, suicide or attempted suicide,
  - (b) while under the influence of intoxicating liquor or drugs,
  - (c) whilst engaging in Aviation or whilst mounting into, dismounting from or travelling in any aircraft other than a passenger (fare paying or otherwise) in any duly licenced standard type of aircraft anywhere in the world,
  - (d) directly or indirectly caused by venereal diseases or instantly,
  - (e) arising or resulting from the Insured committing any breach of the law with criminal intent.
- f) Payment of Compensation in respect of death , injury or disablement of the Insured Person due to or arising out of directly or indirectly connected with or traceable to War, Invasion, Act of foreign enemy, hostilities (whether war be declared or not), civil war Rebellion, Revolution, Insurrection, Mutiny or Usurped Power, Seizure, Capture, Arrests, Restraints and Detainments of all Kings, princes and people of whatever nation condition or quantity so ever.
- g) Payment of compensation in respect of death of or bodily injury or any disease or illness to the Insured Person.
  - (a) Directly or indirectly caused by or contributed to by or arising from ionising, radiations contamination by radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purposes of this exception combustion shall include any self-sustaining process of nuclear fission.
  - (b) Directly or indirectly caused by or contributed to by arising from nuclear weapons material.
- h) Death of disablement resulting directly or indirectly caused by contributed to or aggravated or prolonged by childbirth or pregnancy or in consequence thereof.

#### **CUMULATIVE BONUS :**

Compensation payable under clauses (1), (2), (3) and (4) of the policy viz, death, loss of limb(s) or sight and Permanent Total Disablement arising out of accidental injuries shall be increased by 5% thereof in respect of each completed year, during which the policy shall have been in force, prior to the occurrence of an accident for which the capital sum becomes payable but amount of such increase shall not exceed 50% of the Capital Sum Insured stated in the Schedule herein.

This Clause shall not in any way alter the annual character of the insurance nor the right of the company to decline to renew or to cancel this Policy as hereinafter provided.

The earned Cumulative Bonus will not be lost if the Policy is renewed within 30 days after its expiry.

### **SECTION IX - FIDELITY GUARANTEE**

If the Insured shall sustain direct pecuniary loss caused by act of fraud or dishonesty committed by any salaried person employed by the Insured in the insured premises, the Company will indemnify the Insured in respect of such loss provided that

- (a) the loss shall have occurred in connection with his occupation and duties during the uninterrupted continuance of his employment and be discovered within six 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 and
- (b) the liability of the Company in respect of any one person or all persons so employed and in respect of all losses in any one period of Insurance is limited to the sum opposite in the Schedule.

### **SPECIAL CONDITIONS**

1. In the event of loss or damage the insured shall at once give notice to the police and take all practicable steps for discovering and punishing the guilty persons and for tracing and recovering the property lost and shall be bound to satisfy the Company that the loss claimed for has actually arisen from one of the causes insured against.
2. The Company shall not be called upon to pay more than one claim in respect of the acts of defaults of any one of the employees and then only in respect of acts and defaults committed since the date of commencement of risk mentioned in the Schedule hereto for such employees. Provided always and it is hereby declared that the Company shall not be liable for any act or default of such employee done or omitted to be done after the discovery by the insured of any act of forgery, embezzlement, larceny or fraudulent conversion on the part of such Employees. All sums payable here under shall be payable at the Company's office and no sum payable under this policy shall carry interest and the Company shall cease to be liable for any such sums unless claimed within one year after the same become due.
3. The insured shall if and when required by the Company but at the expense of the Company if a conviction be obtained use all diligence in prosecuting any of the employed to conviction for any act which such employed shall have committed and in consequence of which a claim shall have been made under this policy and shall at the Company's expense give all information and assistance to enable the Company to sue for and obtain reimbursement by any such Employed by reason of whose acts of defaults a claim has been made or by the estate of such employed of any moneys which the Company shall have become liable to pay in respect thereof.
4. Provided also that an amount equal to any salary or commission which but for the acts of defaults on which the claim shall be founded would have become payable by the Insured to the Employed in respect of which a claim is made hereunder or any other money which shall be due to such employed from the Insured shall be deducted from the amount payable under this policy and that all moneys estate and effects of such Employed in the hands of or received or possessed by the Insured and all sums which may be or may prior to the settlement of the claim become due from the insured to the Employed and also all moneys or effects which shall come into the possession or power of the Insured for or on account of such Employed after discovery of any act on the part of such Employed.

### **SECTION X - PUBLIC LIABILITY**

The Company will indemnify the Insured in respect of sums which the Insured shall become legally liable to pay (subject to the sum set in the Schedule).

- (a) as compensation and litigation expenses incurred by the Insured with the Company's written consent in respect of accidental death of or bodily injury to any person other than a person under the Insured's service and/or accidental damage to property caused by or through the fault or negligence of the Insured or of any member of the Insured's family or household permanently residing with him whilst caused during the performance of any act in connection with the Insured's business but not exceeding in all for compensation and litigation expenses upon the limit of Rs. 25,000/- (Rupees Twenty Five thousand only) for any one accident or a series of accidents arising from any one event and for all accidents during any one period of Insurance.

- (b) as compensation to his employee engaged in the Insured premises under the Fatal Accidents, Act, 1855, Workmen's Compensation Act, 1923 or any amendment thereto or Common Law in respect of death of or bodily injury to such employees arising out of and in the course of employment.

### **SPECIAL EXCEPTIONS**

The Company shall not be liable in respect of :-

- (i) any compensation for death of or bodily injury to any member of the Insured's family partners, directors, managerial staff, contractor's employees or damage to property belonging to or in the custody or the control of the Insured or any member of the Insured's family, partners, directors, managerial staff and contractor's employees.
- (ii) liability assumed by the Insured by agreement unless such liability would have attached to the Insured notwithstanding such agreement.
- (iii) accidents directly or indirectly caused by traceable to or arising out of the ownership, possession or the custody by or on behalf of the Insured of animals, vehicles, aircraft, ship, boats or craft or any kind.

### **GENERAL EXCEPTIONS**

The Company shall not be liable in respect of :-

- (i) loss or damages, whether direct or indirect occasioned by happening through or arising from any consequence of war, invasion, at of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or civil commotion or loot or pillage in connection therewith.
- (ii) loss or damage caused by depreciation or wear and tear.
- (iii) consequential loss of any kind or description.
- (iv) (a) loss, destruction of or damage to any property whatsoever, or any loss or expenses whatsoever, resulting or arising therefrom or any consequential loss.  
(b) any legal liability of whatsoever, nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radio activity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel or from any nuclear weapons material.

#### **Redressal of grievance :**

In case of any grievance with regard to the services provided in accordance with the terms of the policy or any other aspect the insured may contact the in charge of the policy issuing office or visit our website [www.uiic.co.in](http://www.uiic.co.in) to know about the mechanism for seeking redressal.

List of the Offices of the Ombudsman attached

#### **IRDA REGULATIONS**

This policy is subject to IRDA (Health Insurance) Regulations 2013 and IRDA (Protection of Policyholders Interest) Regulations as amended from time to time.