

SPECIAL CONTINGENCY INSURANCE POLICY DOCUMENT
ISSUED TO EDUCATIONAL INSTITUTIONS

Whereas the **Insured** has made to Bajaj Allianz General Insurance Company Ltd. (hereinafter called the **Company**), a proposal which is hereby agreed to be the basis of this **Policy** and has paid the premium specified in the **Schedule**, now the **Company** agrees, subject always to the following terms, conditions, exclusions, and limitations, to indemnify the **Insured** in excess of the amount of the **Deductible** and subject always to the **Sum Insured** and/or **Sum Assured** and/or **Limit of Indemnity** against such loss as is herein provided.

Coverage

On the happening of any insured event as provided for herein, and arising during the **Policy Period** and notified as prescribed, the **Company** will make payment as provided for under each Cover but only up to the **Sum Insured** and/or **Sum Assured** and/or **Limit of Indemnity** as specified in the **Schedule** against each Cover or each sub-limit of the **Sum Insured** or the **Sum Assured** or the **Limit of Indemnity**, as the case may be.

Cover 1: Student Secure (Applicable only if opted by the Insured and shown on the Schedule)

Cover 1(a) Education Continuity Cover (Applicable only if opted by the Insured and shown on the Schedule)

If the **Earning Parent** of the **Insured Person(s)** meets with an **Accidental Bodily Injury** during the **Policy Period** that causes death and/or **Permanent Total Disability** (if covered and shown on the **Schedule**) within 12 months, the **Company** will make a one time payment towards the remaining course fees of the **Insured Person(s)**, subject to a maximum payment of five (5) years' course fees or the **Sum Insured**, whichever is lower.

This payment is subject to the relevant documents being submitted as per the claims guidelines of the **Company**. Additional documentation required to avail benefits under this Cover would include a certificate from the **Insured** confirming the remaining course fees, schedules of course fees from prospectus of the **Insured** at the time of admission of the **Insured Person(s)** and course fees receipts of the **Insured Person(s)**. Where the circumstances of loss necessitate submission of any further documents, the **Company**/surveyor shall advise the **Insured** of the same.

For the purpose of this Cover, course fees would include tuition fees, hostel fees, examination fees, library and laboratory charges and would specifically exclude any refundable deposits.

Cover 1(b): Group Personal Accident Cover for Students (Applicable only if opted by the Insured and shown on the Schedule)

The liability of the **Company** to make payment for one or more of the events described at 1) to 3) below is limited to the total **Sum Assured** of the **Insured Person(s)** for whom the claim has been preferred, except as the **Company** has agreed at 2).

The **Insured** hereby agrees that the **Company** shall deduct from any amount which the **Company** has to pay under 1) to 3) any amount the **Company** has already paid under any of 1) to 3), so that total payments of the **Company** do not exceed the total **Sum Assured** of the **Insured Person(s)** for whom the claim has been preferred. However, if the **Company** becomes liable to make payment under 1) or 2), then this insurance will cease as far as the **Insured Person(s)** for whom the claim has been preferred is concerned.

1) Death (Applicable only if opted by the Insured and shown on the Schedule)

The **Company** will pay to the **Insured/ assignee** 100% of the **Sum Assured** shown under the **Schedule** if the **Insured Person(s)** meets with **Accidental Bodily Injury** during the **Policy Period** that causes death within 12 months.

2) Permanent Total Disability (Applicable only if opted by the Insured and shown on the Schedule)

The **Company** will pay to the **Insured/ Insured Person(s)** 125% of the **Sum Assured** shown under the **Schedule** if the **Insured Person(s)** meets with **Accidental Bodily Injury** during the **Policy Period** that causes **Permanent Total Disability** within 12 months.

3) Permanent Partial Disability (Applicable only if opted by the Insured and shown on the Schedule)

If the **Insured Person(s)** meets with **Accidental Bodily Injury** during the **Policy Period** that causes **Permanent Partial Disability** within 12 months, the **Company** will pay the percentage shown in the table below applied to the **Sum Assured** shown under the **Schedule** of the **Insured Person(s)**.

PPD Table

Nature of Disability	Amount Payable
An arm at the shoulder joint	70%
An arm above the elbow joint	65%
An arm beneath the elbow joint	60%
A hand at the wrist	55%
A thumb	20%
An index finger	10%
Any other finger	5%
A leg above mid-thigh	70%
A leg up to mid-thigh	60%
A leg up to beneath the knee	50%
A leg up to mid-calf	45%
A foot at the ankle	40%
A large toe	5%
Any other toe	2%
An eye	50%
Hearing of one ear	30%
Hearing of both ears	75%
Sense of smell	10%
Sense of taste	5%

a) If the **Permanent Partial Disability** is not listed in the table, then the **Company** will pay a proportion of the **Sum Assured** shown under the **Schedule**. The **Insured/Insured Person(s)** agree that the amount payable by the **Company** will be decided by the **Company's** medical advisors according to the degree to which the normal functional physical capacity of the **Insured Person(s)** has been impaired permanently.

b) If the **Insured Person(s)** was already suffering from **Permanent Partial Disability** before the date the **Insured Person(s)** met with **Accidental Bodily Injury**, then the amount the **Company** will pay will be reduced by that extent. The **Insured/Insured Person(s)** agree that the reduction will be decided by the **Company's** medical advisors according to the degree of **Permanent Partial Disability** from which the **Insured Person(s)** was already suffering.

c) If the **Accidental Bodily Injury** sustained by the **Insured Person(s)** causes a subsequent claim by the **Insured Person(s)** under 1) or 2), then this Cover shall not be operative and the amounts payable under either 1) or 2) shall be reduced by the amount of any payment made under this Cover.

4) Additional Insurance

a) Transportation

If the **Company** has accepted a claim under 1) for death of the **Insured Person(s)**, then the **Company** will pay towards the actual cost of transportation of the remains of the **Insured Person(s)** from the place of death to a hospital, cremation ground or burial ground. The amount which the **Company** will pay will be limited to the lower of Rs. 5,000/- and 2% of the **Sum Assured** shown under the **Schedule** for the **Insured Person(s)**.

b) Children's Education Benefit

If the **Company** has accepted a claim under either 1) or 2), then the **Company** will make a one time payment of Rs. 5,000/- each towards the cost of education of upto 2 of the dependent children of the **Insured Person(s)** who were under the age of 19 at the date the **Insured Person(s)** met with **Accidental Bodily Injury**.

c) Hospital Confinement Allowance (Applicable only if opted by the Insured and shown on the Schedule)

If the **Company** accepted a claim under 1) to 3), then the **Company** will pay Rs. 1,000/- for each complete calendar day that the **Insured Person(s)** had to be hospitalised for medical reasons because of the **Accidental Bodily Injury** he/she met with. However, the

amount which the **Company** will pay will be limited to Rs. 30,000/- during the **Policy Period** even if there is more than one claim for the **Insured Person(s)**.

d) Medical Expenses Reimbursement (Applicable only if opted by the Insured and shown on the Schedule)

If the **Company** has accepted a claim under 1) to 3), then the **Company** will reimburse the costs of necessary medical treatment the **Insured Person(s)** had to obtain from a **Doctor** because of the **Accidental Bodily Injury** the **Insured Person(s)** met with. However, **Company's** payment will be limited to 40% of the value of the claim which the **Company** has accepted under 1) to 3) or Rs. 500,000/, whichever is lower.

Cover 1(c) Accidental Hospitalization Cover for Students (Applicable only if opted by the Insured and shown on the Schedule)

If the **Insured Person(s)** is hospitalised on the advice of a **Doctor** because of an **Accidental Bodily Injury** sustained during the **Policy Period**, then the **Company** will reimburse the **Insured Person(s)** reasonable and customary medical expenses incurred upto a maximum **Sum Insured** shown in the **Schedule** for this Cover. The medical expenses reimbursable would include:

- i) the reasonable charges that the **Insured Person(s)** necessarily incurs on the advice of a **Doctor** as an in-patient in a **Hospital** for accommodation; nursing care; the attention of medically qualified staff; undergoing medically necessary procedures and medical consumables.
- ii) ambulance charges for carrying the **Insured Person(s)** from the site of **Accident** to the nearest hospital subject to a limit of Rs. 1,000/- per claim.

As part of this Cover, the **Company** will reimburse the reasonable and customary medical expenses that the **Insured Person(s)** necessarily incurs on the advice of a **Doctor**, for daycare treatments availed for drowning, animal bite, food poisoning and fracture (excluding ligament tear) arising out an **Accident** whilst occurring during institution hours as specified by the **Insured**. However, **Company's** payment in respect of the specified daycare treatments will be limited to sub-limit of the **Sum Insured** shown in the **Schedule** for this Cover.

Cover 2: Staff Secure (Applicable only if opted by the Insured and shown on the Schedule)

The liability of the **Company** to make payment for one or more of the events described at 1) to 4) below is limited to the total **Sum Assured** of the **Insured Person(s)** for whom the claim has been preferred, except as the **Company** has agreed at 2).

The **Insured** hereby agrees that the **Company** shall deduct from any amount which the **Company** has to pay under 1) to 4) any amount the **Company** has already paid under any of 1) to 4), so that total payments of the **Company** do not exceed the total **Sum Assured** of the **Insured Person(s)** for whom the claim has been preferred. However, if the **Company** becomes liable to make payment under 1) or 2), then this insurance will cease as far as the **Insured Person(s)** for whom the claim has been preferred is concerned.

1) Death (Applicable only if opted by the Insured and shown on the Schedule)

The **Company** will pay to the **Insured/** assignee 100% of the **Sum Assured** shown under the **Schedule** headings Basic, Wider and Comprehensive if the **Insured Person(s)** meets with **Accidental Bodily Injury** during the **Policy Period** that causes death within 12 months.

2) Permanent Total Disability (Applicable only if opted by the Insured and shown on the Schedule)

The **Company** will pay to the **Insured/ Insured Person(s)** 125% of the **Sum Assured** shown under the **Schedule** headings Wider and Comprehensive if the **Insured Person(s)** meets with **Accidental Bodily Injury** during the **Policy Period** that causes **Permanent Total Disability** within 12 months.

3) Permanent Partial Disability (Applicable only if opted by the Insured and shown on the Schedule)

If the **Insured Person(s)** meets with **Accidental Bodily Injury** during the **Policy Period** that causes **Permanent Partial Disability** within 12 months, the **Company** will pay the percentage shown in the table below applied to the **Sum Assured** shown under the **Schedule** headings Wider and Comprehensive of the **Insured Person(s)**.

PPD Table

Nature of Disability	Amount Payable
An arm at the shoulder joint	70%
An arm above the elbow joint	65%
An arm beneath the elbow joint	60%

A hand at the wrist	55%
A thumb	20%
An index finger	10%
Any other finger	5%
A leg above mid-thigh	70%
A leg up to mid-thigh	60%
A leg up to beneath the knee	50%
A leg up to mid-calf	45%
A foot at the ankle	40%
A large toe	5%
Any other toe	2%
An eye	50%
Hearing of one ear	30%
Hearing of both ears	75%
Sense of smell	10%
Sense of taste	5%

a) If the **Permanent Partial Disability** is not listed in the table, then the **Company** will pay a proportion of the **Sum Assured** shown under the **Schedule** headings Wider and Comprehensive. The **Insured/Insured Person(s)** agree that the amount payable by the **Company** will be decided by the **Company's** medical advisors according to the degree to which the normal functional physical capacity of the **Insured Person(s)** has been impaired permanently.

b) If the **Insured Person(s)** was already suffering from **Permanent Partial Disability** before the date the **Insured Person(s)** met with **Accidental Bodily Injury**, then the amount the **Company** will pay will be reduced by that extent. The **Insured/Insured Person(s)** agree that the reduction will be decided by the **Company's** medical advisors according to the degree of **Permanent Partial Disability** from which the **Insured Person(s)** was already suffering.

c) If the **Accidental Bodily Injury** sustained by the **Insured Person(s)** causes a subsequent claim by the **Insured Person(s)** under 1) or 2), then this Cover shall not be operative and the amounts payable under either 1) or 2) shall be reduced by the amount of any payment made under this Cover.

4) Temporary Total Disability (Applicable only if opted by the Insured and shown on the Schedule)

If the **Insured Person(s)** suffers **Accidental Bodily Injury** during the **Policy Period** which completely prevents the **Insured Person(s)** from engaging in his/her occupation, then the **Company** will make a weekly payment of the lower of 1% of the **Sum Assured** shown under the **Schedule** heading Comprehensive (of the **Insured Person(s)**) and Rs. 5,000/-.

The **Company** will make the first payment when the **Insured Person(s)** satisfies the **Company** that **Accidental Bodily Injury** has completely prevented the **Insured Person(s)** from engaging in his/her occupation.

The **Company** will stop making payments when the **Company** is satisfied that the **Insured Person(s)** can engage in his/her occupation again, or when the **Company** has made payments for a maximum period of 100 weeks from the date the **Insured Person(s)** met with the **Accidental Bodily Injury**, whichever is earlier.

5) Additional Insurance

a) Transportation

If the **Company** has accepted a claim under 1) for death of the **Insured Person(s)**, then the **Company** will pay towards the actual cost of transportation of the remains of the **Insured Person(s)** from the place of death to a hospital, cremation ground or burial ground. The amount which the **Company** will pay will be limited to the lower of Rs. 5000/- and 2% of the **Sum Assured** shown under the **Schedule** headings Basic, Wider and Comprehensive for the **Insured Person(s)**.

b) Children's Education Benefit

If the **Company** has accepted a claim under either 1) or 2), then the **Company** will make a one time payment of Rs. 5,000/- each towards the cost of education of upto 2 of the dependent children of the **Insured Person(s)** who were under the age of 19 at the date the **Insured Person(s)** met with **Accidental Bodily Injury**.

c) Hospital Confinement Allowance (Applicable only if opted by the Insured and shown on the Schedule)

If the **Company** accepted a claim under 1) to 4), then the **Company** will pay Rs. 1,000/- for each complete calendar day that the **Insured Person(s)** had to be hospitalised for medical reasons because of the **Accidental Bodily Injury** he/she met with. However, the amount which the **Company** will pay will be limited to Rs. 30,000/- during the **Policy Period** even if there is more than one claim for the **Insured Person(s)**.

d) Medical Expenses Reimbursement (Applicable only if opted by the Insured and shown on the Schedule)

If the **Company** has accepted a claim under 1) to 4), then the **Company** will reimburse the costs of necessary medical treatment the **Insured Person(s)** had to obtain from a **Doctor** because of the **Accidental Bodily Injury** the **Insured Person(s)** met with. However, **Company's** payment will be limited to 40% of the value of the claim which the **Company** has accepted under 1) to 4) or Rs. 500,000/, whichever is lower.

Special Exclusions applicable to Cover 1 and 2

The **Company** will not pay for any event that arises because of, is caused by or can in any way be linked to any of the following:

- 1) **Accidental Bodily Injury** that the **Insured Person(s)** and/or **Earning Parent** of the **Insured Person** (applicable for Cover 1(a)) meets with:
 - a. Through suicide, attempted suicide or self inflicted injury or illness.
 - b. While under the influence of liquor or drugs.
 - c. As a result of the **Insured Person(s)** and/or **Earning Parent** of the **Insured Person** (applicable for Cover 1(a)) committing any breach of law with criminal intent.
 - d. Whilst engaging in aviation or ballooning, whilst mounting into, dismounting from or travelling in any balloon or aircraft other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world.
 - e. Whilst participating as the driver, co-driver or passenger of a motor vehicle during motor racing or trail runs.
 - f. As a result of any curative treatments or interventions that the **Insured Person(s)** and/or **Earning Parent** of the **Insured Person** (applicable for Cover 1(a)) carries out or has carried out on his/her body.
 - g. Arising out of the participation of the **Insured Person(s)** and/or **Earning Parent** of the **Insured Person** (applicable for Cover 1(a)) in any naval, military or air force operations whether in the form of military exercises or war games or actual engagement with the enemy, whether foreign or domestic.
- 2) The **Insured Person(s)** and/or **Earning Parent** of the **Insured Person's** (applicable for Cover 1(a)) consequential losses of any kind or their actual or alleged legal liability.
- 3) Any injury/ disablement/ death directly or indirectly arising out of or contributed to any pre-existing condition.
- 4) Venereal or sexually transmitted diseases.
- 5) HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or mutant derivatives or variations thereof however caused.
- 6) Pregnancy, resulting childbirth, miscarriage, abortion, or complications arising out of any of these.
- 7) War (whether declared or not), civil war, invasion, act of foreign enemies, rebellion, revolution, insurrection, mutiny, military or usurped power, seizure, capture, arrest, restraint or detainment, confiscation or nationalisation or requisition of or damage by or under the order of any government or public local authority.
- 8) Nuclear energy, radiation.

Special Conditions Applicable to Cover 1 and 2

1) **Conditions Precedent**

Where this **Policy** requires the **Insured/Insured Person(s)/Earning Parent** of the **Insured Person** (applicable for Cover 1(a)) to do or not to do something, then the complete satisfaction of that requirement by the **Insured/Insured Person(s)/Earning Parent** of the **Insured Person** (applicable for Cover 1(a)) or someone claiming on behalf is a precondition to any obligation the **Company** has under this **Policy**. If the **Insured/Insured Person(s)/Earning Parent** of the **Insured Person** (applicable for Cover 1(a)) or someone claiming on behalf fails to completely satisfy that requirement, then the **Company** may refuse to consider the claim.

2) **Making a Claim**

If any **Insured Person(s)** and/or **Earning Parent** of the **Insured Person** (applicable for Cover 1(a)) meets with any **Accidental Bodily Injury** that may result in a claim, then as a condition precedent to the **Company's** liability:

- a. **Insured/Insured Person(s)** or someone claiming on behalf must inform the **Company** in writing immediately and in any event within 14 days.

- b. The **Insured Person(s)** and/or **Earning Parent** of the **Insured Person** (applicable for Cover 1(a)) must immediately consult a **Doctor** and follow the advice and treatment that he recommends.
- c. The **Insured Person(s)** and/or **Earning Parent** of the **Insured Person** (applicable for Cover 1(a)) must take reasonable steps to lessen the consequence of **Accidental Bodily Injury**.
- d. The **Insured Person(s)** and/or **Earning Parent** of the **Insured Person** (applicable for Cover 1(a)) must have himself/herself examined by the **Company's** medical advisors if the **Company** asks for this, and as often as the **Company** considers this to be necessary.
- e. The **Insured/Insured Person(s)/ Earning Parent** of the **Insured Person** (applicable for Cover 1(a)) or some one claiming on behalf must promptly give the **Company** documentation and other information the **Company** asks for to investigate the claim or **Company's** obligation to make payment for it.
- f. If the **Insured Person(s)** and/or **Earning Parent** of the **Insured Person** (applicable for Cover 1(a)) dies, the **Insured** or someone claiming on behalf must inform the **Company** in writing immediately and send a copy of the post-mortem report within 14 days.

3) Paying a Claim

- a. **Insured/Insured Person(s)/Earning Parent** of the **Insured Person** (applicable for Cover 1(a)) agree that the **Company** need only make payment when the **Insured/Insured Person(s)/Earning Parent** of the **Insured Person** (applicable for Cover 1(a)) or someone claiming on behalf has provided a claim to the **Company's** satisfaction.
- b. The **Company** will make payment to **Insured** and/or **Insured Person** and/or the assignee. If the **Insured** is not the employer and there is no assignee and **Insured Person(s)** is incapacitated or deceased, the **Company** will pay to the legal heir, executor or validly appointed legal representative and any payment the **Company** will make in this way will be a complete and final discharge of **Company's** liability to make payment.

4) Change of Occupation

- a. If the **Insured Person(s)** has a change of occupation, the **Company** must be informed in writing within 30 days of the change.
- b. If the **Insured Person(s)** meets with **Accidental Bodily Injury** before the **Company** is informed about the change of occupation and the new occupation would have attracted a higher premium, then the payment the **Company** will make will be limited to the amount of insurance that premium which has been actually paid would have brought for **Insured Person(s)'** new occupation.

5) Cancellation and Addition & Deletion of Insured Person(s)

- a) No person other than those persons named as the **Insured Person(s)** or those categories of persons insured specified in the **Schedule** shall be covered under this **Policy** unless and until his/her name or the category has been notified in writing to the **Company**, any additional premium due has been paid and the **Company's** agreement to extend cover has been indicated by it issuing an endorsement confirming the addition of such person or category of persons as an insured.
- b) Coverage under this Cover shall be withdrawn from any **Insured Person(s)** named or any category of persons insured immediately upon the **Insured** delivering written notice of the same to the **Company**.
- c) Adjustment of Premium in case of Un-named Policies (Category of persons insured)

The **Insured** acknowledges that the premium payable hereon has been determined by reference to **Insured's** estimate of the number of persons within a category of persons insured as stated in the **Schedule**. The **Insured** agrees that during the **Policy Period**, the **Insured** shall maintain a proper and contemporaneous record of the actual number of persons within such category, which record shall be available for inspection by the **Company** at any reasonable time.

At the end of every quarter during the **Policy Period**, the **Insured** shall provide the **Company** with a written record of the actual amount of actual number of persons within such category during the **Policy Period** and any information or supporting documentation in respect thereof that the **Company** may request. If the actual number of persons within such category ascertained exceeds **Insured's** estimate of the same, the **Insured** shall pay to the **Company** any additional premium that the **Company** may determine by reference to the differential, or if the actual number of persons within such category is less than the **Insured's** estimate of the same, the **Company** will reimburse the **Insured** by reference to the differential but subject to minimum retention of premium of 25%.

Cover 3: Liability Secure (Applicable only if opted by the Insured and shown on the Schedule)

Cover 3(a): Public Liability Cover (Applicable only if opted by the Insured and shown on the Schedule)

The **Company** will indemnify the **Insured** against its legal liability (including **Defence Costs**) to pay **Damages** for third party civil **Claims** arising out of **Bodily Injury** or **Property Damage** caused in the course of **Business** by an **Accident** in the **Insured Premises** and during the **Policy Period** if notified during the **Policy Period** in accordance with the terms of this **Policy**.

The **Company** will, subject to the **Limit of Indemnity**, pay all costs, fees and expenses incurred with their prior written consent in the investigation, defence or settlement of any **Claim** and the **Insured's** costs of representation at any civil inquest, inquiry, or other proceedings in respect of matters which have a direct relevance to an actual or anticipated **Claim** against the **Insured** falling within the terms of this **Policy**. All amounts expended by the **Company** in the payment of any **Claim** or in **Defence Costs** will reduce the **Limit of Indemnity**.

Special Conditions Applicable to Cover 3(a)

1. It is a condition precedent to the **Company's** liability hereunder that the **Insured** shall immediately and in any event within 14 days give the **Company** written notice, to the address specified in the **Schedule** for this purpose, of:
 - a) any **Claim** made against the **Insured** during the **Policy Period**; and/or
 - b) any circumstance occurring during the **Policy Period** which might reasonably be expected to give rise to a **Claim** and any circumstance notified under this clause and any subsequent **Claim** arising out of the circumstance so notified shall be deemed to have been made during the **Policy Period**, and 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 hereunder or incur any costs or expenses in connection therewith without the prior written consent of the **Company**, which shall be entitled (but in no case obliged) to take over and conduct in the name of the **Insured** the investigation, defence and/or settlement of any **Claim**, for which purpose the **Insured** shall give all the information, documentation, records and other assistance that the **Company** and/or its representatives may reasonably require. Having taken over the defence of any **Claim**, the **Company** may in its sole and absolute discretion relinquish the same.
2. The **Company** will not settle any **Claim** without the consent of the **Insured**. If, however, the **Insured** refuses to consent to any settlement recommended by the **Company** and elects to contest or continue any legal proceedings then the liability of the **Company** shall not exceed the amount for which the **Claim** could have been so settled plus the costs and expenses incurred with its consent up to the date of such refusal.
3. In respect of any **Claim**, the **Company** may in its sole and absolute discretion make a payment to the **Insured** (inclusive of **Defence Costs**) of the amount available under the **Limit of Indemnity** or of any lesser amount for which the **Claim** may in fact be settled (whichever is the lesser) in full and final settlement of all liability of the **Company** to the **Insured** under this **Policy** in respect of that **Claim**.
4. The **Insured** shall keep accurate records of its annual turnover, including all taxes and duties paid by it, and will provide the **Company** with access to such records as requested. The **Company** may at any reasonable time inspect any property of the **Insured**.
5. If, in the case of continual and continuous inhalation, ingestion or application of any substance resulting from an insured event, the **Insured** and the **Company** should disagree as to when the **Bodily Injury** or the **Property Damage** happened, then:
 - a) the **Bodily Injury** shall be deemed to have occurred when the claimant first consulted a qualified medical practitioner in respect of the same, and
 - b) the **Property Damage** shall be deemed to have occurred when it first became physically evident to the claimant, even if the cause itself was unknown.

Special Exclusions Applicable to Cover 3(a)

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

1. **Deductible:** Rs. 25,000 in respect of each and every **Claim** made under this Cover of the **Policy**.
2. Any agreed assumption of risk by the **Insured**, save to the extent that liability would have attached in the absence of such agreement.
3. Any **Accident** arising out of the deliberate, wilful or intentional non-compliance with any statutory provision.
4. Any bodily injury of any person under a contract of employment or apprenticeship with the **Insured**, or the **Insured's** contractors or sub-contractors, if such bodily injury was contracted and/or arose out of and in the course of his employment.
5. The **Insured's** consequential losses of any kind, be they by way of loss of profit, loss of opportunity, business interruption, market loss or otherwise, or any claims arising out of loss of a pure financial nature such as loss of goodwill.
6. The infringement of plans, copyrights, patents, trade names, trade marks or registered designs.
7. Libel, slander, false arrest, wrongful eviction, wrongful detention, defamation including mental injury, anguish or shock resulting therefrom.
8. The ownership possession or use by or on behalf of the **Insured** of any motor vehicle or trailer for which compulsory insurance is required by legislation other than the following:

- a) **Accidents** caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer;
- b) **Accidents** occurring beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer;
- c) **Claims** for damage to any bridge, weighbridge, road or anything beneath caused by the weight of any motor vehicle or trailer or of the load carried therein;
- d) **Claims** arising out of any motor vehicle or trailer temporarily in the **Insured's** custody or control for the purpose of parking.
9. The ownership, possession or use by or on behalf of the **Insured** of any watercraft, hovercraft, or air- or spacecraft.
10. The transportation of materials and/or hazardous or dangerous substances outside the **Insured Premises**.
11. Damage to property belonging to third parties that is rented, leased or hired or under hire-purchase or on loan to the **Insured**. An indemnity shall however be provided for **Claims** arising out of **Accidental** damage to the **Insured Premises** or the **Contents** thereof, that are temporarily occupied by the **Insured** for working thereon, but only to the extent the **Insured** is held legally liable for the same independently of any specific agreement relating to the use of the same.
12. Damage to property belonging to third parties handled by the **Insured** by way of his trade or worked upon by or in the care, custody or control of the **Insured** or any person employed by or working for the **Insured**. An indemnity shall however be provided for **Claims** arising out of damage to **Employees'** and visitors' clothing or personal effects brought onto the **Insured Premises** with the **Insured's** consent.
13. The deliberate, conscious or intentional disregard by the **Insured's** management of the need to take all reasonable steps to prevent **Bodily Injury** and/or **Property Damage**.
14. **Bodily Injury** and/or **Property Damage** occurring prior to the **Retroactive Date**.
15. Any liability under the Public Liability Insurance Act 1991, any amendment thereto, or any other statute or law which attaches liability on a no fault basis.
16. **Pollution** of any kind.
17. Any **Product**.
18. Any **Claim** made, threatened or intimated against the **Insured** prior to the **Policy Period**.
19. Any **Claim** directly or indirectly arising out of, or in any way involving any fact or circumstance of which written notice has been given, or ought reasonably to have been given, under any previous policy (whether insured by the **Company** or not); or of which the **Insured** first became aware prior to the **Policy Period** and which the **Insured** knew or ought reasonably to have known had the potential to give rise to a **Claim**.
20. Liability more specifically insured elsewhere.
21. Any **Claim** made where the circumstances that exist are materially different to the circumstances represented by the **Insured** in the proposal.
22. Any **Claim** directly or indirectly made or arising in any respect from or in any manner connected to earthquake, tornado, typhoon, cyclone, flood or other convulsions of nature or atmospheric disturbance.

Cover 3(b): Workmen's Compensation Act Cover (Applicable only if opted by the Insured and shown on the Schedule)

If at any time during the **Period of Insurance** any **Employee** in the **Insured's** immediate service shall sustain personal injury by **Accident** or disease arising out of and in the course of his employment by the **Insured** in the **Business** and if the **Insured** shall be liable to pay compensation for such injury either under the law(s) set out in the **Schedule** or at Common Law, then subject to the terms exceptions and conditions contained herein or endorsed hereon the **Company** will indemnify the **Insured** against all sums for which the **Insured** shall be so liable and will in addition be responsible for all costs and expenses incurred with its consent in defending any claim for such compensation.

Provided always that in the event of any change in the law(s) or the substitution of other legislation therefor this **Policy** shall remain in force but the liability of the **Company** shall be limited to such sum as the **Company** would have been liable to pay if the law(s) had remained unaltered.

Special Exclusions Applicable to Cover 3(b)

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

1. any injury by **Accident** or disease directly attributable to war, invasion act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution or military or usurped power.
2. the **Insured's** liability to employees of contractors to the **Insured**.
3. any liability of the **Insured** which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
4. any sum which the **Insured** would have been entitled to recover from any party but for an agreement between the **Insured** and such party.

Cover 4: Property Secure (Applicable only if opted by the Insured and shown on the Schedule)

Cover 4(a): Fire and Allied Perils Cover (Applicable only if opted by the Insured and shown on the Schedule)

The **Company** will indemnify the **Insured** in respect of loss of or damage to the building and its **Contents** in the **Insured Premises** specified in the **Schedule** against:

- 1.1 Fire, excluding destruction or damage caused to the property insured by:
 - a) Its own fermentation, natural heating or spontaneous combustion.
 - b) Its undergoing any heating or drying process.
 - c) Burning of property insured by order of any Public Authority.
- 1.2 Lightning
- 1.3 Explosion/Implosion, excluding loss, destruction of or damage:
 - a) to boilers (other than domestic boilers), economisers or other vessels, machinery or apparatus (in which steam is generated) or their contents resulting from their own explosion/implosion;
 - b) caused by centrifugal forces.
- 1.4 Aircraft Damage: Loss, destruction or damage caused by aircraft, other aerial or space devices and articles dropped therefrom excluding those caused by pressure waves.
- 1.5 Riot, Strike and Malicious Damage: Loss of or visible physical damage or destruction by external violent means directly caused to the property insured but excluding those caused by:
 - a) total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind;
 - b) permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority;
 - c) permanent or temporary dispossession of any building or plant or unit or machinery resulting from the unlawful occupation by any person of such building or plant or unit or machinery or prevention of access to the same;
 - d) burglary, housebreaking, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any malicious act.
- 1.6 Storm, cyclone, typhoon, tempest, hurricane, tornado, flood and inundation: Loss destruction or damage directly caused by storm, cyclone, typhoon, tempest, hurricane, flood or inundation excluding those resulting from volcanic eruption or other convulsions of nature.
- 1.7 Impact Damage: Loss of or visible physical damage or destruction caused to the property insured due to impact by any Rail/Road vehicle or animal by direct contact not belonging to or owned by:
 - a) the **Insured** or any occupier of the premises or
 - b) their employees while acting in the course of their employment.
- 1.8 Subsidence and Landslide including Rockslide: Loss, destruction or damage directly caused by Subsidence of part of the site on which the property stands or Landslide/Rockslide excluding:
 - a) the normal cracking, settlement or bedding down of new structures;
 - b) the settlement or movement of made up ground;
 - c) coastal or river erosion;
 - d) defective design or workmanship or use of defective materials;
 - e) demolition, construction, structural alterations or repair of any property or ground works or excavations.
- 1.9 Bursting and/or overflowing of Water Tanks, Apparatus and Pipes.
- 1.10 Missile testing operations.
- 1.11 Leakage from Automatic Sprinkler Installations, excluding loss, destruction or damage caused by:
 - a) repairs or alterations to the buildings or premises;
 - b) repairs, removal or extension of the sprinkler installation;
 - c) defects in construction known to the **Insured**.
- 1.12 Bush Fire, excluding loss, destruction or damage caused by Forest Fire.
- 1.13 Earthquake (Fire & Shock).

Special Exclusions Applicable to Cover 4(a)

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

- 1 **Deductible:** The first 5% of each and every claim subject to a minimum of Rs. 25,000 in respect of each and every loss arising out of "Act of God Perils" such as Lightning, STFI, Subsidence, Landslide and Rockslide covered under the **Policy**.

The first 5% of each and every claim subject to a minimum of Rs. 10,000 for each and every loss arising out of other perils in respect of which the **Insured** is indemnified by this Cover under the **Policy**.

The deductible shall apply per event per insured.

- 2 loss of or damage to articles of consumable nature other than those for sale.
- 3 loss of or damage to **Valuables**, livestock, motor vehicles and pedal cycles. Coverage under this Cover however does not exclude petty cash in the **Insured Premises** upto a limit of Rs. 2500/- provided the same is specifically insured.
- 4 loss, destruction or damage to the stocks in cold storage premises caused by change of temperature.
- 5 loss, destruction or damage to any electrical machine, apparatus, fixture or fitting 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 will apply only to the particular electrical machine, apparatus, fixture or fittings which may be destroyed or damaged by fire so set up.
- 6 expenses necessarily incurred on:
 - a) architects, surveyors and consulting engineer's fees and
 - b) debris removal
 by the **Insured** following a loss, destruction or damage to the property insured by an insured peril in excess of 3% and 1% of the claim amount respectively.
- 7 loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
- 8 loss or damage by spoilage resulting from the retardation or interruption or cessation of any process or operations caused by the operation of any of the perils covered.
- 9 loss by theft during or after the occurrence of any insured peril except as provided under riot, strike and malicious damage cover.
- 10 loss or damage to property insured if removed to any building or place other than in which it is herein stated to be insured, except machinery and equipments temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding a period of 60 days.

Special Condition Applicable to Cover 4(a)

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 rateable proportion of the loss accordingly. Every item, if more than one, shall be separately subject to this condition. 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.

Cover 4(b): Burglary & Robbery Cover (Applicable only if opted by the Insured and shown on the Schedule)

The **Company** will indemnify the **Insured** in respect of:

- 1 the loss of or damage to **Contents** or any part thereof whilst contained in the **Insured Premises** caused by actual or attempted **Burglary** and/or **Robbery** during the **Policy Period**.
- 2 damage to the **Insured Premises** (including the reasonable costs incurred by the **Insured** for changing damaged locks at the entry and/or exit points to the **Insured Premises** and at internal entry and/or exit points) caused by actual or attempted **Burglary** during the **Policy Period**.

The coverage provided hereunder includes the loss of money caused by:

- 1 actual or attempted **Burglary** during the **Policy Period** but only if the money is contained in a **Safe** or **Strong Room** whilst the **Insured Premises** are unoccupied.
- 2 **Robbery** during the **Policy Period** from the cashier's till and/or counter in the **Insured Premises** during business hours.

Special Conditions Applicable to Cover 4(b)

1. It is a condition precedent to the **Company's** liability hereunder that the **Insured** shall:
 - a) immediately and in any event within 24 hours of the happening of any insured event giving rise to or likely to give rise to any claim under this **Policy** give written notice to the **Company** to the address shown in the **Schedule**, and in the case of the notification of an event likely to give rise to a claim, the **Insured** shall specify in writing the grounds for holding such belief.
 - b) immediately and in any event within 24 hours lodge a complaint with the police detailing the items and/or money lost in respect of which the **Insured** intends to submit a claim or the circumstances which might reasonably be expected to give rise to a claim, and within the same period provide a copy of that written complaint and the First Information Report to the **Company**.

- c) within 14 days deliver to the **Company** a detailed written statement of the items and/or money lost and an estimate of the quantum of any claim along with all documentation required to support and substantiate the amount sought from the **Company**.
 - d) expeditiously provide the **Company** and its representatives and appointees with all the information, assistance and documentation that they might reasonably require.
 - e) take all reasonable steps to identify the perpetrators of the **Robbery** and/or **Burglary** and discover and recover any **Contents** and/or money lost.
 - f) ensure that any security system or aid specified in the proposal is maintained in accordance with any maintenance schedule or recommendations of the manufacturer or, if none, then as may be required, and kept in good and effective working condition.
 - g) ensure that when the **Insured Premises** are unoccupied all safety installations and aids (including, but not limited to, any burglar alarm system) have been properly deployed.
2. The **Insured** shall maintain a contemporaneous account of money held in a **Safe** or **Strong Room** and keep the same securely in some place other than the **Safe** or **Strong Room**. The liability of the **Company** (subject to the **Sum Insured**) shall be limited to a sum not exceeding the amount shown in the aforesaid account, which shall be produced to the **Company** in the event of a claim.

Special Exclusions Applicable to Cover 4(b)

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

- 1. **Valuables.**
- 2. **Deductible:** The first 5% of each and every claim subject to a minimum of Rs. 10,000 in respect of each and every loss arising out of a peril in respect of which the **Insured** is indemnified by this Cover under the **Policy**.
- 3. any claim in which the **Insured**, any employee or any other person lawfully on or about the **Insured Premises** is or is alleged to be in any way concerned or implicated.
- 4. any consequential losses of any kind, be they by way of loss of profit, loss of opportunity, loss of gain or potential gain, business interruption, market loss or otherwise, and any other legal liability of any kind.
- 5. **Contents** from any **Safe** or **Strong Room** following the use of a key to gain access thereto, or any duplicate thereof belonging to the **Insured** unless such key has been obtained by **Robbery**.
- 6. loss of or damage to livestock, motor vehicles, trucks, trailers and pedal cycles.

Cover 4(c): Money Insurance Cover (Applicable only if opted by the Insured and shown on the Schedule)

The **Company** will indemnify the **Insured** for the loss **In Transit** of money whilst carried by the **Insured** or its **Employee**, caused during the **Policy Period** by **Robbery**, theft or any other fortuitous event.

Special Conditions Applicable to Cover 4(c)

- 1. It is a condition precedent to the **Company's** liability hereunder that the **Insured** shall:
 - a) immediately and in any event within 24 hours of the happening of any insured event giving rise to or likely to give rise to any claim under this **Policy** give written notice to the **Company** to the address shown in the **Schedule**, and in the case of the notification of an event likely to give rise to a claim, the **Insured** shall specify in writing the grounds for holding such belief.
 - b) immediately and in any event within 24 hours lodge a complaint with the police detailing the money lost in respect of which the **Insured** intends to submit a claim or the circumstances which might reasonably be expected to give rise to a claim, and within the same period provide a copy of that written complaint and the First Information Report to the **Company**.
 - c) within 14 days deliver to the **Company** a detailed written statement of the money lost and an estimate of the quantum of any claim along with all documentation required to support and substantiate the amount sought from the **Company**.
 - d) expeditiously provide the **Company** and its representatives and appointees with all the information, assistance and documentation that they might reasonably require.
 - e) take all reasonable steps to identify the perpetrators of the **Robbery** and/or theft and discover and recover any money lost.
- 2. The **Insured** shall:
 - a) take all reasonable steps to safeguard the money and any means by which the money is **In Transit** against any insured event.
 - b) ensure that any security system or aid specified in the proposal is maintained in accordance with any maintenance schedule or recommendations of the manufacturer or, if none, then as may be required, and kept in good and effective working condition.
 - c) ensure that when the **Insured Premises** are unoccupied all safety installations and aids (including, but not limited to, any burglar alarm system) have been properly deployed.

3. The **Insured** shall maintain a contemporaneous daily written record of the money **In Transit** and such record shall be produced to the **Company** in the event of any claim.

Special Exclusions Applicable to Cover 4(c)

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

1. any consequential losses of any kind, be they by way of loss of profit, loss of opportunity, loss of gain or potential gain, business interruption, market loss or otherwise and any other legal liability of any kind.
2. loss of money carried by anyone other than the **Insured** or an **Employee**.
3. loss of money where the **Insured** or an **Employee** is or is alleged to be involved as a principal or accessory or is alleged to be in anyway concerned or implicated.
4. money carried under contract of affreightment.
5. loss of money from an unattended vehicle.
6. loss of money **In Transit** being transported other than as stated in the proposal form or otherwise agreed in writing by the **Company**.
7. loss due to or in any way contributed to by the **Insured** having knowingly permitted or caused or suffered anything to be done or not done whereby the risks hereby insured against were increased.
8. any loss of or damage to any property, whether belonging to the **Insured** or an **Employee** or any third party.
9. any personal or bodily or mental injury or suffering of any description.
10. any loss not discovered within a period of 72 hours after its occurrence.

Cover 4(d): Portable Equipments Cover (Applicable only if opted by the Insured and shown on the Schedule)

Subject to the terms, exceptions, limitations and condition contained herein or endorsed hereof, the **Company** agrees to indemnify the **Insured** if at any time during the **Policy Period** the **Portable Equipments** described in the **Schedule** hereto and belonging to the **Insured** be lost or damaged by reason and on account of any of the contingencies mentioned below but not exceeding in the aggregate the total **Sum Insured** specified in the **Schedule**:

1. **Fire and Allied Perils**
2. **Burglary** and theft
3. External **Accidental** damage
4. Electrical and/or mechanical breakdown
5. Terrorism and/or act of terrorism (the expression/s "Terrorism and/or act of terrorism" shall have the same meaning/s as contained in the Terrorism Damage Exclusion Warranty)

Special Exclusions Applicable to Cover 4(d)

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

1. **Deductible:** The first 5% of each and every claim subject to a minimum of Rs. 5000 in respect of each and every loss arising out of a peril in respect of which the **Insured** is indemnified by this Cover under the **Policy**.
2. Loss or damage to the property by or due to or arising from:
 - (a) Defective workmanship material or design, wear and tear depreciation, moth, vermin, process of cleaning, repairing, restoring or renovating the action of light or atmospheric conditions or any other gradually operating cause.
 - (b) Manufacturing defects for which the manufacturer is responsible.
 - (c) Mechanical and/or electrical breakdown and/or derangement, overloading or strain, overrunning excessive pressure, short circuiting and/or self heating.
 - (d) Improper handling, dismantling, fitting adjustment, repair alteration or modification not approved by the makers/manufacturers and/or the agents of makers/manufacturers or use of such property contrary to the directives of the makers/manufacturers and/or this agents.
 - (e) Scratching, cracking and/or denting.
3. Consequential loss of whatsoever nature.
4. Loss or damage arising from detention, confiscation, destruction or requisition by or under the order of any Government of public or local authority.
5. Penalties of delay or detention or in connection with guarantees of performance or efficiency.
6. Theft, loss or damage during the hire or loan of the instrument to a third party.
7. Mysterious disappearance.
8. Loss or damage to any unattended item/equipment which is covered in the **Policy**.

9. Loss or damage due to theft or attempted theft by any **Employees** of the **Insured** or loss or damage occasioned through the willful act of the **Insured** or any **Employee** or the willful act of any other person with a connivance of the **Insured** or any **Employee**.
10. Loss or damage directly or indirectly, occasioned by or happening through or in consequence of volcanic eruption or other similar convulsion of nature and atmospheric disturbance.
11. Loss or damage directly or indirectly, proximately or remotely occasioned by or contributed to or traceable to or happening through in consequence of war, invasion, act of foreign enemy hostilities or war like operations (whether war be declared or not), civil war, civil commotion, mutiny, rebellion, revolution, insurrection, conspiracy, military or usurped power.
12. Loss or damage directly or indirectly caused by or contributed to by or arising from ionizing radiations contamination by radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear from any nuclear waste from the combustion of nuclear fuel or from any nuclear weapons material. For the purpose of this exclusion, combustion shall include any self-sustaining process of nuclear fission.
13. Loss or damage to the property insured directly caused by the action of any lawfully constituted authority in suppressing or attempting to suppress any act of terrorism committed by a person or persons acting on behalf of or in connection with any organization or in minimizing the consequence thereof.
In any action suit or other proceeding where the **Company** alleges that by reason of the above provisions any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the **Insured**.
14. Any loss or damage to the insured property or to the general public and/or legal liability arising out of immoral or unethical use of insured property.
15. Electromagnetic Field (EMF) Exclusion: The **Policy** does not apply to, have no liability hereunder to the **Insured** in respect of personal injury, bodily injury or illness of a person, loss or damage to property or advertising liability arising out of exposure to any electric, magnetic and/or electromagnetic field of any frequency, whether the same be caused or allegedly caused by the **Insured's** power lines or otherwise.

Special Conditions Applicable to Cover 4(d)

1. (a) Upon the occurrence of any loss or damage likely to give rise to a claim under this **Policy**, the **Insured** shall immediately on the discovery thereof give notice in writing to the **Company** setting forth as early as possible the circumstances under which it occurred and the manner in which it was brought to his knowledge. Police FIR is mandatory in case of a theft claim.
(b) The **Insured** shall within fourteen days of the occurrence further deliver to the **Company** detailed particulars of the various kinds of property lost or damaged and every part thereof together with a specification showing the actual intrinsic value of each of the various articles and things so lost or damaged and the nature and extent of the damage.
(c) The **Insured** shall also furnish all such explanations, plans, vouchers, proofs of ownership value, loss and damage and in its absolute discretion require for the substantiation of the claim and the evidence of the **Insured** shall not of itself be deemed sufficient proof by the **Company** of a claim under this **Policy**.
(d) The **Insured** shall take all practicable steps to discover and punish the guilty person or persons if any and to trace and recover the property lost.
2. At all times during the period of insurance of this **Policy**, the insurance cover will be maintained to the full extent of the respective **Sum Insured** in consideration of which, upon the settlement of any loss under this **Policy**, pro rata premium for the unexpired period from the date of such loss to the expiry period of insurance for the amount of such loss shall be payable by the **Insured** to the **Company**. The additional premium referred above shall be deducted from the net claim payable under the **Policy**. This continuous cover to the full extent will be available notwithstanding any previous loss for which the **Company** may have paid hereunder and irrespective of the fact whether the additional premium as mentioned above has been actually paid or not following such loss. The intention of this condition is to ensure continuity of the cover to the **Insured** subject only to the right of the **Company** for deduction from the claim amount, when settled, of pro rata premium to be calculated from the date of loss till expiry of the **Policy**. Notwithstanding what is stated above, the **Sum Insured** shall stand reduced by the amount of loss in case the **Insured** immediately on occurrence of the loss exercises his option not to reinstate the **Sum Insured** as above.
3. Loss or damage to the insured property shall be settled at the market value, after charging the applicable depreciation.
4. In the event of loss of or damage to any instrument/component forming part of a pair or set of the property insured hereunder, the **Company** shall not be liable for more than the depreciated value of the particular instrument/component which may be lost or damaged without reference to any special value which such instrument/component may have as forming a pair or set in any event not exceeding a proportionate part of the **Sum Insured** in respect of such instrument/component.

Depreciation Chart

Age of the Instrument/Component	Depreciation Percentage
Upto 6 months	10%
Upto 1 year	20%
Upto 2 years	40%
Upto 3 years	50%
Upto 4 years	60%
Upto 5 years	70%

5. A maintenance agreement should be in force at the inception of this **Policy** and is to be maintained during the currency of this **Policy** and no variation in the terms of the agreement should be made without the written consent of the **Company** being obtained.
6. In the event of loss of or damage to the property or any components thereon necessitating the supply of components not obtainable from the stocks held in this country or in the event of the **Company** exercising the option to pay in cash the amount of the loss or damage, the liability of the **Company** in respect of any such components shall be limited to:
 - a) the price quoted in the latest catalogue or price list issued by the makers or their agents in this country
 - Or
 - b) If no such catalogue or price list exists, the price list obtained at the makers works plus the reasonable cost of transport otherwise than by air to this country and the amount of the relative import duty
 - Plus
 - c) The reasonable cost of fitting such parts

Cover 4(e): Fidelity Guarantee Cover (Applicable only if opted by the Insured and shown on the Schedule)

The **Company** will provide an indemnity in respect of direct pecuniary loss sustained by the **Insured** in consequence of any deliberate fraudulent or dishonest act of an **Employee**, and first committed during the **Period of Insurance**, provided that:

- a) such loss is committed during the course of the **Business**, and
- b) such loss is committed by the **Employee** with the primary intention to obtain personal financial gain, and
- c) such loss is first discovered during the **Policy Period**, and
- d) the **Company's** liability to indemnify is subject to the **Deductible**, the **Employee Sum Insured** and the **Limit of Indemnity**.

Special Conditions Applicable to Cover 4(e)

1. It is a condition precedent to the **Company's** liability under this **Policy** that upon the discovery of any event giving rise to a claim, or the existence of circumstances likely to give rise to a claim (regardless of whether the quantum of the claim can be ascertained), the **Insured** shall:
 - a) immediately and, in any event, within 7 days, give full written notice of the same (including an estimate of the loss) to the address shown in the **Schedule** for this purpose and in the case of the existence of circumstances likely to give rise to a claim shall specify the grounds for such belief, and
 - b) take all reasonable steps to minimise the quantum of any claim that may be made and/or any further loss that might arise, and
 - c) immediately lodge a complaint with the police detailing the loss in respect of which the **Insured** intends to claim, and provide a copy of that written complaint, the First Information Report and/or Final Report to the **Company**, and
 - d) within 14 days deliver to the **Company** a detailed written statement of the loss that has occurred and an estimate of the quantum of any claim along with all documentation required to support and substantiate the amount sought from the **Company**, and
 - e) expeditiously and at the **Insured's** cost provide the **Company** and its representatives and appointees with access to and all of the information, assistance, records and documentation in relation to the loss and the **Company's** liability hereunder that might reasonably be required.
2. In the event of the non-renewal or cancellation of this **Policy**, the **Company** shall (subject to the **Policy** terms, conditions, and exclusions) accept losses arising during the **Policy Period** and first discovered within 90 days of the date of cancellation or expiry of the **Policy Period**, as the case may be.
3. If a loss is sustained by the **Insured** as a result of the fraudulent or dishonest conduct of an **Employee** and other employees, then the liability of the **Company** shall stand reduced in the same proportion as the number of **Employees** bears to the number of employees involved in causing the said loss.
4. 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 the **Company** in diminution or extinction of any loss.

5. In no event shall the **Company** be liable under this **Policy** for more than the actual cash value of money, bullion, travellers cheques, negotiable instruments, bearer bonds or coupons, stamps, cheques, bank or currency notes or similar instruments on the day upon which the loss is discovered.
6. If so indicated in the **Schedule**, then during the **Policy Period** the **Insured** shall maintain a proper and contemporaneous record of the actual amount of cash or stock held by **Employees**, which record shall be available for inspection by the **Company** at any reasonable time. Within one month from the expiry of this **Policy**, the **Insured** shall provide the **Company** with a written record of the actual amount of cash or stock held by **Employees** during the **Policy Period** and any information or supporting documentation in respect thereof that the **Company** may request. If the amount of cash or stock held by **Employees** ascertained after the expiry of this **Policy** shall differ from the **Insured's** estimate thereof as stated in the proposal, then (if the actual amount of cash or stock held by **Employees** exceeds the **Insured's** estimate of the same) the **Insured** shall pay to the **Company** any additional premium that the **Company** may determine by reference to the differential, or (if the actual amount of cash or stock held by **Employees** is less than the **Insured's** estimate of the same) the **Company** will reimburse the **Insured** by reference to the differential but subject to minimum retention of premium of 75%.
7. The insurance provided by this **Policy** shall be deemed cancelled in respect of any **Employee**:
 - a) immediately upon the discovery by the **Insured** of any dishonest or fraudulent act, error or omission on the part of such **Employee**; no cover shall be available hereunder in respect of any loss sustained in consequence of any fraudulent or dishonest act, error or omission occurring after the date of the discovery of (or of reasonable cause for suspicion of) the same on the part of the **Employee** concerned;
 - b) immediately upon the **Company** and/or the **Insured** giving written notice of the same.

Special Exclusions Applicable to Cover 4(e)

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

1. any consequential losses of any kind, be they by way of loss of profit, any loss not reflected in the **Insured's** books of account, loss of opportunity, business interruption, market loss, loss of gain or potential gain which should have accrued to the **Insured** (including but not limited to interest and dividends), or otherwise.
2. any legal liability of any kind.
3. any fraudulent or dishonest act of an **Employee** not discovered within 12 months (subject to condition 2) of the date upon which such **Employee** ceased to be an employee of the **Insured** for any reason.
4. any expenses incurred by the **Insured** in establishing the existence of or quantification of any fact or matter or loss giving rise to a claim under this **Policy**.
5. any fact or matter or circumstance of which the **Insured** was, or ought reasonably to have been, aware at the commencement of the **Policy Period**.
6. The **Company** is not liable for and no indemnity will be provided in respect of any loss arising in circumstances where:
 - a) the **Insured** carries on any business other than the **Business**, and/or
 - b) there is any material change in the facts and matters stated in the **Insured's** proposal, and/or
 - c) the duties or terms of service of **Employees** differ from those described in the proposal, and/or
 - d) the precautions and checks for ensuring the accuracy of the **Insured's** accounts and stocks are not as described in the **Insured's** proposal.

General Definitions Applicable to All Covers

The following words or terms shall have the meaning ascribed to them wherever they appear in this **Policy**, and references to the singular or to the masculine shall include references to the plural and to the female wherever the context so permits:

1. **Accident** or **Accidental** means a sudden, unintended, fortuitous visible and external event.
2. **Bodily Injury** means physical bodily harm or injury, but not any mental sickness, disease or illness.
3. **Burglary** means the unforeseen and unauthorised entry to or exit from the **Insured Premises** by aggressive and detectable means with the intent to steal **Contents** therefrom.
4. **Business** means the business of the **Insured** specified in the **Schedule**.
5. **Claim** means the receipt by the **Insured** of any written or verbal notice of demand for compensation or rectification made by or on behalf of a third party against the **Insured**, and/or any suit, claim, petition, writ, statement of claim, claim form, summons, application or other originating legal or arbitral process, cross-claim, counterclaim or third or similar party notice served upon the **Insured**.

All **Claims** resulting from one and the same act, error or omission, or a series of acts errors or omissions arising out of the same cause or event, or caused by continuous or repeated exposure to substantially the same harmful conditions, shall jointly constitute one **Claim** under this **Policy** and as having been made at the time when the first **Claim** was made in writing. The coverage for such **Claims** shall expire 3 years after the first **Claim** of such series has been notified to the **Company**.

- 6 **Contents** means the items specified in the **Schedule**.
- 7 **Damages** means monetary sums payable pursuant to judgments or awards and/or settlements negotiated by or on behalf of the **Insured**, but shall not include fines, penalties, punitive damages, exemplary damages, non-pecuniary relief, taxes, or any other amount for which an **Insured** is not financially liable, or which is without legal recourse to the **Insured**, or any matter that may be or be deemed to be uninsurable under Indian law.
- 8 **Deductible** means the amount which shall be borne by the **Insured** in respect of each and every claim made under this **Policy**. The **Company's** liability to make any payment under the **Policy** is in excess of the **Deductible**.
- 9 **Defence Costs** means the expenses incurred by or on behalf of the **Insured** or the **Company** in the investigation or settlement or defence of a **Claim** and shall include legal costs and disbursements.
- 10 **Doctor** means a qualified medical practitioner holding a valid and subsisting license granted by the appropriate licensing authority, and acting within the scope of his license.
- 11 **Earning Parent** means the father who is engaged in an occupation and is having an earning capacity. However, if the father is not engaged in an occupation, **Earning Parent** would mean the mother who is engaged in an occupation and is having an earning capacity.
Moreover, in the event of a single parent, **Earning Parent** would represent that particular parent itself.
- 12 **Employee Sum Insured** means the amount specified in the **Schedule** against the name of an **Employee** which, subject to the **Limit of Indemnity**, shall be the **Company's** maximum liability for any and all claims in respect of that **Employee**.
- 13 **Employee** means, for the purposes of Cover 4(e) (Fidelity Guarantee Cover), the category of employees named in the **Schedule** and/or persons who have entered into a contract of service with the **Insured**, whether such contract of service is expressed or implied, verbal or written, but shall not include persons or persons within a category of employees whose employment is of a casual nature and/or who are employed other than for the purposes of the **Business**.
Otherwise, **Employee** means a person who has entered into a contract of service with the **Insured**, whether such contract of service is expressed or implied, verbal or written, but shall not include a person whose employment is of a casual nature and/or who is employed other than for the purposes of the **Business**.
- 14 **Fire and Allied Perils** mean the perils insured under Cover 4(a) (Fire and Allied Perils Cover) of this **Policy**.
- 15 **Insured** means the person or organization named in the **Schedule**.
- 16 **Insured Person(s)** means the employee and/or member who is/are covered as per the **Schedule**.
- 17 **Insured Premises** means the premises named in the **Schedule** from which the **Insured** operates his **Business**.
- 18 **In transit** means any mode of transportation of money for the payment of wages, salaries and other earnings or for petty cash directly between a bank and/or the **Insured Premises** and/or a point **In Transit** by the **Insured** or an **Employee** from the time money is received at the bank and/or the **Insured Premises** and/or a point **In Transit** by the **Insured** or an **Employee** until delivered to the bank and/or the **Insured Premises** and/or a point **In Transit** by the **Insured** or an **Employee**.
- 19 **Limit of Indemnity** means the amount stated in the **Schedule**, which shall be the **Company's** maximum liability under this **Policy** (inclusive of **Damages** and/or **Defence Costs**, and regardless of the number of **Insureds** or claimants or the total number or amount of **Claims** made against the **Insured**) for any one **Claim** and in the aggregate for all **Claims** made against the **Insured** during the **Policy Period**.
- 20 **Occupation** means occupation of the **Insured Person(s)** declared during the proposal.
- 21 **Period of Insurance** means the period between the **Retroactive Date** and the expiry date specified in the **Schedule** and, if no **Retroactive Date** is specified, then the **Policy Period**.
- 22 **Permanent Total Disability** means a **Doctor** certified total, continuous and permanent:
- a. loss of sight of both eyes;
 - b. physical separation of or loss of ability to use both hands or both feet;
 - c. physical separation of or loss of ability to use one hand and one foot;
 - d. loss of sight of one eye and physical separation of or loss of ability to use either one hand or one foot.
- 23 **Policy** means the proposal, the **Schedule**, the **Policy** document and any endorsements attaching to or forming part thereof either on the effective date or during the **Policy Period**.
- 24 **Policy Period** means the period commencing from effective date and hour as shown in the **Schedule** and terminating at midnight on the expiry date as shown in the **Schedule**.

- 25 **Pollution** means and includes pollution or contamination by solids, liquids, gaseous or thermal irritants, contaminants, smoke, vapour, soot, fumes, acids, alkalis, radioactive and/or nuclear material, chemical or waste materials (including but not limited to any materials to be recycled, reconditioned or reclaimed) or otherwise of atmosphere, water, soil or other tangible material property.
- 26 **Portable Equipments** means the items specified in the **Schedule**.
- 27 **Product** means any tangible material property which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the **Insured** and which has left his possession, custody or control. This shall not apply to food and beverages supplied by or on behalf of the **Insured** to his **Employees** as a staff benefit.
- 28 **Property Damage** means actual physical damage to tangible material property belonging to a third person.
- 29 **Retroactive Date** means the date specified in the **Schedule**.
- 30 **Robbery** means theft of the insured property using unforeseen, aggressive and violent means against the **Insured** and/or **Insured's Employees**.
- 31 **Safe** means a strong cabinet within the **Insured Premises** designed for the safe and secure storage of valuable items, and access to which is restricted.
- 32 **Schedule** means the Schedule attached to and forming part of this **Policy**.
- 33 **Strong Room** means a room within the **Insured Premises** designed for the secure storage of money, and access to which is restricted.
- 34 **Sum Assured** means the amount stated in the **Schedule**, which (save as expressly stated to the contrary) is the maximum amount per **Insured Person** or person within a category of insured persons for which the **Company** will make payment for any and all claims in the aggregate in relation to the Coverage Part to which the **Sum Assured** relates during the **Policy Period**.
- 35 **Sum Insured** means the amount stated in the **Schedule**, which is (save as expressly stated to the contrary) the maximum amount (regardless of the number of amount of claims made or the number of the **Insureds** who make a claim) for any one claim and in the aggregate for all claims for which the **Company** will make payment in relation to the Cover to which the **Sum Insured** relates during the **Policy Period**.
- 36 **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, collections of stamps, rare books, medals, moulds, designs or any other collectibles;
 - c) deeds, ATM cards, credit cards, charge cards, bonds, bills of exchange, bank, treasury or promissory notes, cheques, money, securities, or any other negotiable instrument.

General Exclusions Applicable to All Covers

Save as expressly stated to the contrary, and in addition to the Specific Exclusions stated for any individual Cover, no cover is available hereunder and no payment will be made by the **Company** for any claim directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following:

- 1 The **Insured's** consequential losses of any kind, be they by way of loss of profit, loss of opportunity, loss of gain, business interruption, market loss or otherwise, or any claims arising out of loss of a pure financial nature such as loss of goodwill.
- 2 Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
- 3 The radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 4 Asbestosis or in any manner related to or arising out of the sale, manufacture, production, distribution or the like of asbestos.
- 5 Any circumstance, fact or matter of which the **Insured** was or ought reasonably to have been aware prior to the commencement of the **Policy Period**.
- 6 War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition of or damage to property by or under the order of any government or public local authority.
- 7 Liability more specifically insured elsewhere.
- 8 Libel, slander, false arrest, wrongful eviction, wrongful detention, defamation including mental injury, anguish or shock resulting therefrom.

- 9 **Terrorism Damage Exclusion Warranty:** This **Policy** 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 exclusion, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.
- This exclusion also includes loss, damage, cost or expense 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 the above.
- If the **Company** alleges that by reason of this exclusion, this **Policy** does not cover any loss, damage, cost or expenses insurance the burden of proving the contrary shall be upon the **Insured**.

General Conditions Applicable to All Covers

- 1 **Due Observance**
- The due observance of and compliance with the terms, provisions, warranties and conditions of this **Policy** insofar as they relate to anything to be done or complied with by the **Insured** and/or, where applicable, the **Insured Person(s)/Earning Parent** of the **Insured Person(s)** (applicable for Cover 1(a)), shall be a condition precedent to any liability of the **Company** under this **Policy**.
- 2 **Reasonable Care**
- The **Insured** shall:
- take all reasonable steps to safeguard the **Contents** and the **Insured Premises** against any insured event;
 - take all reasonable steps to prevent a claim from arising under this **Policy**;
 - ensure that any security system or aid is maintained in accordance with any maintenance schedule or recommendations of the manufacturer or if none then as may be required, and kept in good and effective working condition;
 - when the **Insured Premises** are left unattended or unoccupied, ensure that all means of entry to or exit from the **Insured Premises** have been properly and safely secured and any security system or aid has been properly deployed.
- 3 **Duties and Obligations after Occurrence of an Insured Event**
- Save as more specifically provided for in the Special Conditions applicable to a particular Cover, it is a condition precedent to the **Company's** liability under this **Policy** that, upon the happening of any event giving rise to or likely to give rise to a claim under this **Policy**:
- the **Insured** shall immediately and in any event within 14 days give written notice of the same to 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
 - the **Insured** shall, if advised to do so by the **Company**, immediately lodge a complaint with the police detailing the items lost and/or damaged and in respect of which the **Insured** intends to claim, and provide a copy of that written complaint, the First Information Report and/or Final Report to the **Company**, and
 - the **Insured** shall within 28 days deliver to the **Company** its completed claim form detailing the loss or damage that has occurred and an estimate of the quantum of any claim along with all documentation required to support and substantiate the amount sought from the **Company**, and
 - the **Insured** shall expeditiously provide the **Company** and its representatives and appointees with all the information, assistance, records and documentation that they might reasonably require, and
 - the **Insured** shall not admit liability or settle or make or promise any payment in respect of any claim which may be the subject of indemnity hereunder, or incur any costs or expenses in connection therewith, without the written consent of the **Company** which shall be entitled to take over and conduct in the name of the **Insured** the defence and/or settlement of any such claim, for which purpose the **Insured** shall give all the information and assistance that the **Company** may reasonably require. **Defence Costs** incurred by the **Company** or on behalf of the **Insured** shall reduce the **Sum Insured** and/or the **Limit of Indemnity**.

4 **Basis of Claim Payment (Applicable to Covers where not specifically mentioned)**

- a) Where a damaged item can reasonably be repaired or reinstated at a cost less than the replacement cost, then the **Company** will indemnify the **Insured** in respect of the expenses necessarily incurred to restore such item to its state immediately prior to the happening of the insured event.
- b) In the case of a total loss, the **Company** shall indemnify the **Insured** in respect of the restoration or replacement costs. The **Company** 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.
- c) If the value of the property hereby insured shall at the time of any insured event be collectively of greater value than the **Sum Insured** thereon, then the **Insured** shall be considered his own insurer of the difference and shall bear a rateable proportion of the loss or damage. Every item, if more than one, shall be separately subject to this condition.

5 **Contribution**

If, at the time of any claim, there is, or but for the existence of this **Policy**, would be any other policy of indemnity or insurance in favour of or effected by or on behalf of the **Insured** applicable to such claim, then the **Company** shall not be liable to pay or contribute more than its rateable proportion of any loss or damage. However, this condition will not be applicable to Cover 1(b) and Cover 2.

6 **Subrogation**

The **Insured** and any claimant under this **Policy** shall at the expense of the **Company** do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by the **Company** for the purpose of enforcing any civil or criminal rights and remedies or obtaining relief or indemnity from other parties to which the **Company** shall be or would become entitled or subrogated upon the **Company** paying for or making good any loss or damage under this **Policy** whether such acts and things shall be or become necessary or required before or after the **Insured's** indemnification by the **Company**.

7 **Fraud**

If the **Insured** or any claimant under this **Policy** shall make or advance any claim knowing the same to be false or fraudulent as regards amount or otherwise, this **Policy** shall be void and all claims or payments hereunder shall be forfeited.

8 **Cancellation**

- a) This **Policy** may be cancelled by or on behalf of the **Company** by giving the **Insured** at least 15 days written notice and in such event the **Company** shall refund to the **Insured** a pro-rata premium for the unexpired **Policy Period**. For the avoidance of doubt, the **Company** shall remain liable for any claim that was made prior to the date upon which this insurance is cancelled.
- b) This **Policy** may be cancelled by the **Insured** at any time by giving at least 15 days written notice to the **Company**. The **Company** will refund premium in accordance with the Short Period Scale below:

Short Period Scale

Period of Risk	Premium to be Retained (%age of the Annual Rate)
Not Exceeding 1 Week	10%
Not Exceeding 1 Month	25%
Not Exceeding 2 Months	35%
Not Exceeding 3 Months	50%
Not Exceeding 4 Months	60%
Not Exceeding 6 Months	75%
Not Exceeding 8 Months	85%
Exceeding 8 Months	100%

No refund of premium shall be due on cancellation if a claim has been made under this **Policy**.

9 **Dispute Resolution**

- a) If any dispute or difference shall arise as to the quantum to be paid under this **Policy** (liability being otherwise admitted), such difference shall independently of all other question be referred to the decision of a sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the

same shall be referred to a panel of three arbitrators, comprising of two arbitrators one to be appointed by each of the parties to the dispute/ difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The law of the arbitration will be Indian law, and the seat of arbitration and venue for all hearings shall be within India

- b) It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided if the **Company** has disputed or not accepted liability under or in respect of this **Policy**
- c) 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 of the amount of the loss or damage shall be first obtained
- d) 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
- e) In the event that these arbitration provisions shall be held to be invalid then all such disputes or differences shall be referred to the exclusive jurisdiction of the Indian Courts

10 **Notices**

- a) Any and all notices and declarations for the attention of the **Company** shall be submitted in writing and shall be delivered to the address specified in the **Schedule**.
- b) Any and all notices and declarations for the attention of the **Insured** shall be posted to the **Insured's** address stated in the **Schedule**.

11 **Governing Law**

The construction, interpretation and meaning of the provisions of this **Policy** shall be determined in accordance with Indian law. The section headings of this **Policy** are included for descriptive purposes only and do not form part of this **Policy** for the purpose of its construction or interpretation.

12 **Entire Contract**

This **Policy** constitutes the complete contract of insurance. No change or alteration in this **Policy** shall be valid or effective unless approved in writing by the **Company**, which approval shall be evidenced by an endorsement on the **Policy**.

13 **Territorial Limits**

This **Policy** covers insured events arising during the **Policy Period** within India, save in respect of Cover 1(a), Cover 1(b) and Cover 2, wherein **Accidental Bodily Injuries** sustained during the **Policy Period** anywhere in the World (subject to the travel and other restrictions that the Indian Government may impose) are covered. The **Company's** liability to make any payment shall be to make payment within India and in Indian Rupees only.

14 **Resolving Issues**

We do our best to ensure that our customers are delighted with the service they receive from Bajaj Allianz. If you are dissatisfied we would like to inform you that we have a procedure for resolving issues. Please include your policy number in any communication. This will help us deal with the issue more efficiently. If you don't have it, please call your Branch office.

First Step

Initially, we suggest you contact the Branch Manager / Regional Manager of the local office which has issued the policy. The address and telephone number will be available in the policy.

Second Step

Naturally, we hope the issue can be resolved to your satisfaction at the earlier stage itself. But if you feel dissatisfied with the suggested resolution of the issue after contacting the local office, please e-mail or write to:

Customer Care Cell

Bajaj Allianz General Insurance Co. Ltd

GE Plaza, Airport Road, Yerawada, Pune 411 006

E-mail: customercare@bajajallianz.co.in

If you are still not satisfied, you can approach the Insurance Ombudsman in the respective area for resolving the issue. The contact details of the Ombudsman offices are mentioned below:

Areas of Jurisdiction	Office of the Ombudsman
Gujarat, UT of Dadra & Nagar Haveli, Daman and Diu	2nd Flr., Ambica House, Nr. C.U. Shah College, 5, Navyug Colony, Ashram Road, AHMEDABAD - 380 014 (O) 079-27546150, 27546139, Fax:079-27546142
Madhya Pradesh & Chhattisgarh	1st Floor, 117, Zone-II, (Above D.M. Motors Pvt. Ltd.) Maharana Pratap Nagar, BHOPAL - 462 011 (O) 0755-2769200, 2769202, 2769201, Fax:0755-2769203
Orissa	62, Forest Park, BHUBANESWAR - 751 009 (O) 0674-2535220, 2533798, Fax:0674-2531607
Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, UT of Chandigarh	S.C.O. No. 101,102 & 103, 2nd Floor, Batra Building, Sector 17-D, CHANDIGARH - 160 017 (O) 0172-2706196, 2705861, EPBX: 0172-2706468, Fax: 0172-2708274
Tamil Nadu, UT–Pondicherry Town and Karaikal (which are part of UT of Pondicherry)	Fatima Akhtar Court, 4th Flr., 453(old 312), Anna Salai, Teynampet, CHENNAI -600 018 (O) 044-24333678, 24333668, Fax: 044-24333664
Delhi & Rajasthan	2/2 A, 1st Floor, Universal Insurance Bldg., Asaf Ali Road, NEW DELHI – 110 002 (O) 011-23239611,23237539, 23237532, Fax: 011-23230858
Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura	Aquarius, Bhaskar Nagar, R.G. Baruah Rd., GUWAHATI - 781 021 (O) 0361-2413525, EPBX: 0361-2415430, Fax: 0361-2414051
Andhra Pradesh, Karnataka and UT of Yanam – a part of the UT of Pondicherry	6-2-46, 1st Floor, Moin Court, Lane Opp.Saleem Function Palace, A. C. Guards, Lakdi-Ka-pool, HYDERABAD - 500 004. (O) 040-23325325, 23312122, 65504123, Fax:040-23376599
Kerala, UT of (a) Lakshadweep, (b) Mahe – a part of UT of Pondicherry	2nd Flr., CC 27/ 2603, Pulinat Building, Opp. Cochin Shipyard, M.G. Road, ERNAKULAM - 682 015 (O) 0484-2358734, 2359338, 2358759, Fax:0484-2359336
West Bengal, Bihar, Jharkhand and UT of Andaman & Nicobar Islands, Sikkim	North British Bldg. 29, N. S. Road, 3rd Flr., KOLKATA -700 001. (O) 033-22134869, 22134867, 22134866, Fax: 033-22134868
Uttar Pradesh and Uttaranchal	Jeevan Bhawan, Phase 2, 6th Floor, Nawal Kishore Rd., Hazartganj, LUCKNOW - 226 001 (O) 0522-2201188, 2231330, 2231331, Fax:0522-2231310
Maharashtra, Goa	3rd Flr., Jeevan Seva Annexe, S.V. Road, Santa Cruz (W), MUMBAI - 400 054 (O) 022-26106928, 26106360, EPBX: 022-6106889, Fax: 022-26106052

Note: Address and contact number of Governing Body of Insurance Council:
Secretary General - Governing Body of Insurance Council
Jeevan Seva Annexe, 3rd Floor, S.V. Road, Santacruz (W), Mumbai - 400 054
Tel. No.: 022 - 2610 6889, 26106245, Fax No.: 022 - 26106949, 2610 6052,
E-mail ID: inscoun@vsnl.net