



Form No. HHI-2

THE NEW INDIA ASSURANCE COMPANY LIMITED

Registered & Head Office- 87, M.G. Road, Fort, Mumbai-400001.

HOUSEHOLDER'S INSURANCE POLICY CLAUSE

WHEREAS the Insured named in the Schedule hereto has made to New India Assurance Company Limited (hereinafter called "the Company") a proposal and declaration which shall be the basis of the contract and be deemed to be incorporated herein for the insurance hereinafter contained and has paid or agreed to pay the premium stated herein.

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

GENERAL CONDITIONS

1. **Notice** : Every notice and communication to the Company required by the policy shall be in writing to the office of the Company through which this insurance is effected.
2. **Mis-description** : This Policy shall be void and all premium paid thereon shall be forfeited to the Company in the event of misrepresentation misdescription or non-disclosure of any material particular.
3. **Reasonable Care** : The insured shall take all reasonable steps to safeguard the properly insured against any loss or damaged. The insured shall exercise reasonable care that only competent employees are employed and shall take all reasonable precautions to prevent all accidents and shall comply with all statutory or other regulations.
4. **Cancellation** : The Company may at any time by seven days notice in writing cancel this Policy, in which case the Company shall return to the insured a proportion of the last premium corresponding to the unexpired period of insurance.

This Policy may also be terminated at any time at the request of the insured in which case the Company will retain the premium for the period this Policy has been in force at the short period scales of rates as per Fire Tariff.

5. **Claims Procedure** : (i) The Insured shall upon the occurrence of any event giving rise or likely to give rise to a claim under this policy :
 - (a) in the event of theft lodge forthwith a complaint with the Police and take all practicable steps to apprehend the guilty person or persons and to recover the property lost.
 - (b) give immediate notice thereof of the Company and shall within Fourteen (14) days thereafter furnish to the Company at his own expenses detailed particulars of the amount of loss or damage together with such explanations and evidence to substantiate the claim as the Company may reasonably require.(ii) If the insured or any member of the Insured's family named in the Schedule shall sustain any bodily injury or contract any disease or suffer from any illness requiring treatment at any Clinic, Nursing Home or Hospital in respect of which a claim is or may be made hereunder prompt written notice thereof shall be given to the Company as soon as possible but in any event within Fourteen days of the date of injury or contracting disease or suffering from illness. If the insured or member of the insured's family comprising the insured's spouse and children shall die, notice of death shall be given by the legal representative(s) forthwith. All certificates, information and evidence whether from a Medical Attendant or otherwise required by the Company shall be furnished at the expense of the insured or his legal representatives and shall be in such form and of such nature as the Company may prescribe. The Insured Person must immediately after the occurrence of an accident which may be the subject of a claim hereunder obtain medical treatment, failing which the Company will not be liable for any consequence thereof.

(iii) The insured shall upon the occurrence of any event giving rise of likely to give rise to a claim under the Policy give immediate notice thereof to the Company and shall forward to the Company forthwith every written notice or information of any verbal notice of claim and shall send to the Company any writ, summons or other legal process issued or commenced against the insured the shall give all necessary information and assistance to enable the Company to settle or resist any claim or to institute proceedings. The Insured shall nor incur any expenses in making good any claim without the written consent of the Company and shall not negotiate pay settle admit or repudiate any claim without such consent.

6. **Contribution** : In the event of any loss, damage, liability or expenses covered by this Policy there shall be any other insurance covering the same loss, damage, liability or expenses whether effected by the insured or not, this Policy shall pay only so much of the excess of such loss, damage, liability or expenses as is not recoverable under such other insurance, subject always to the limitations of this Policy.
7. **Fraud**: If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or device are used by the insured or any one acting on the insured's behalf to obtain any benefit under this policy, all benefits under the policy shall be forfeited.
8. **Indemnity**: The Company may at this option reinstate, replace or repair the property or premises lost or damaged or any part thereof instead of paying the amount of loss or damage or may join with any other insurer in so doing but the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of occurrence of such loss or damage nor more than the Sum insured by the Company thereon.
9. **Average**: If the property hereby insured shall at the time of any loss or damage be collectively of greater value then the Sum Insured thereon then the Insured shall be considered as being his own insurer for the difference and shall bear a ratable proportion of the loss or damage accordingly. Every item, if more than one, of the Policy shall be separately subject to this condition.
10. **Arbitration and Disclaimer** : If any dispute or difference shall arise as to the quantum to be paid under the Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed 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.
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.
"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 award by such arbitrators or umpire of the amount of the loss or damage shall be first obtained."
It is also hereby expressly agreed and declared that if the Company shall disclaim liability to the Insured for any claim hereunder, and such claim shall not, within 12 calendar months from the date of such disclaimer have been made the subject matter of a suit in a Court of Law, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
11. **Observation of Terms and Conditions**. The due observance and fulfillment of the terms, conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the insured shall be a condition precedent to any liability of the Company to make any payment under this Policy.

GENERAL EXCEPTIONS

The Company shall not be liable in respect of :

1. Loss damage, liability or expenses, whether direct or indirect occasioned by happening through or arising from any consequences of war, invasion, act of foreign enemy, hostilities (whether war be

- declared or not) civil war, rebellion revolution, insurrection military or usurped power or civil commotion or loot or pillage in connection therewith.
2. Loss or damage caused by depreciation or wear and tear.
 3. Consequential loss of any kind or description.
 4.
 - a) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.
 - b) This insurance does not cover loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of his Condition 4 (b) only combustion shall include any self-sustaining process if nuclear fission.
 5. Loss or damage caused by Terrorism and Sabotage activities.

SECTION 1 - BUILDING AND CONTENTS (excluding jewelry and Valuables)

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

I. Fire

Excluding destruction or damage caused to the property by

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

II. Lightning

III. Explosion / Implosion

Excluding destruction or damage caused to the boilers (other than domestic boilers), economisers or other vessels in which steam is generated, machinery or apparatus subject to centrifugal force by its own explosion/implosion.

IV. Aircraft Damage

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

V. Riot, Strike, Malicious Damage

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

- a) total or partial cessation of work or the retarding 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 or public peace) in any malicious act.

If the Company alleges that the loss/damage is not caused by any malicious act, the burden of proving the contrary shall be upon the insured.

VI. Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation

VII. Impact Damage

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

VIII. Subsidence and Landslide including Rock slide

Destruction or damage caused by Subsidence of part of the site on which the property stands or Land slide / Rock slide 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 groundworks or excavations.
- IX. Bursting and/or overflowing of Water Tanks, Apparatus and Pipes
- X. Missile Testing operations
- XI. Leakage from Automatic Sprinkler Installations
Excluding 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.
- XII. Bush Fire
Excluding destruction or damage caused by Forest Fire.
- XIII. Earthquake (Including loss or damage by fire)

EXTENSION

The Insurance by this Policy applies also to contents in so far as such property is not otherwise insured whilst temporarily removed and during transit as accompanied baggage anywhere in India to other premises used for temporary residence by the insured or any member or any member of the Insured's family permanently residing with him or other premises wherein the Insured shall have placed any of such property in safe custody during his temporary absence from the insured premises during any period or periods not exceeding in the aggregate. One Hundred and Twenty (120) days in any one period of insurance, provided that the liability of the Company in respect of property so removed shall not exceed one tenth of the total sum insured under this section.

SPECIAL EXCEPTIONS

The Company shall not be liable in respect of :

- a) loss of or damage to articles of consumable nature.
- b) loss of or damage to money, securities, stamps, stamp collections, bullion, livestock, motor vehicles and pedal cycles.
- c) loss of damage of deeds, bonds, bill of exchange, promissory notes shares and stock certificates, business books manuscripts documents of any kind. unset precious stones and jewelry and valuables, unless specifically declared and covered.

SPECIAL CONDITIONS

1. No one article other than furniture is deemed to be more than 5% of the Sum Insured under this Section unless separately specified and valuable stated.
2. Condition of Average : If the property hereby insured shall at the breaking out of any fire or at the commencement of any destruction of or damage to the property by any other peril hereby insured against the collectively of greater value than the sum insured thereon, then the insured shall be considered as being his own Insurer for the difference and shall bear a ratable proportion of the loss accordingly. Provided, however, that if the sum insured hereby on the property insured shall at the breaking out of such fire or at the commencement of such destruction or damage be not less than 85% (eighty five percent) of the collective value of the property insured, this conditions shall be of no purpose and effect.

SECTION II - BURGLARY AND HOUSEBREAKING INCLUDING LARCENY OR THEFT (Excluding Money and Valuables)

The Company will indemnify the Insured in respect of loss or damage to the contents whilst contained in the Insured premises by Burglary housebreaking including larceny and theft.

SPECIAL EXCEPTIONS

The Company shall not be liable in respect of :

- (i) loss or damage by Burglary and/or Housebreaking or theft where any employee of the insured or member of the Insured's family is concerned as principal or accessory.
- (ii) loss of or damage to livestock, motor vehicles and pedal cycles.
- (iii) loss or damage to money, securities for money, stamps, bullion, deeds, bonds, bills of exchange, promissory notes, stock and share certificates, business books, manuscripts,

documents of any kind, unset precious stones and jewelry and valuables, unless specifically declared.

SECTION III - ALL RISKS (JEWELLERY AND VALUABLES)

The Company will indemnify the insured or any member of the family in respect of loss of or damage to jewelry and Valuables caused by Accident or Misfortune whilst anywhere in India. Provided that the liability of the Company in respect of any one item in any one period of Insurance will not exceed the sum insured set against such item in the Schedule hereto and not exceeding in the aggregate the total sum insured hereby. Provided further that where damaged to any item can be repaired the Company will pay expenses necessarily incurred to restore the damage item to its former state of serviceability not exceeding the sum insured in respect of such item.

It is expressly declared and agreed that the condition of average in so far as this Section is concerned is deemed deleted.

SPECIAL EXCEPTIONS

The Company shall not be liable in respect of :

- i) loss or damage due to cracking, scratching or breakage of lens or glass whether part of any equipment or otherwise or to china marble, gramophone records and other articles of brittle or fragile nature unless such loss or damage arise from accident to railway train or ship or aircraft or vehicle by which such property is being conveyed.
- ii) loss or damage caused by moth, mildew, vermin or any process of cleaning, dyeing, repairing or restoring to which the property is subjected.
- iii) loss or damage to any electrical or electronic machine, apparatus, fixtures or fittings (including electrical fans, electric fans, electric household or domestic appliances, wireless sets radio, tape recorders, television sets and the like) or to any portion of electrical arising from or occasioned by overrunning, excessive pressure short-circuiting, arcing, self-heating or leakage of electricity from whatever cause (lighting included)
- iv) loss or damage caused by mechanical derangement or over winding of watches and clocks.
- v) theft from car except from car of fully enclosed saloon type having all the doors, windows and other openings securely locked and properly fastened.
- vi) loss or damage whilst being conveyed by any carrier under contract of affreightment.

SPECIAL CONDITIONS

- i) Where any item insured hereunder consists of articles in pair or set the company's liability in respect thereof shall not exceed the value of any particular part of parts which may be lost or damaged without reference to any special value which such article or articles may have as part of such pair or set not more than a proportionate part of the insured value of the pair or set.
- ii) No one article or pair of articles is deemed to be more than 10% of the sum insured under this Section unless separately specified and value stated.

SECTION IV - PLATE GLASS

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

SPECIAL EXCEPTIONS

The Company shall not be liable in respect of :

- i) Breakage or damage during removal, alteration and /or repairs on or about the Insured premises.
- ii) breakage of lettering unaccompanied by breakage or damage of glass.
- iii) breakage of or damage frames or framework of any description unless declared.
- iv) disfiguration or scratching or damage of glass other than fracture extending through the entire thickness of glass.
- v) embossed, silvered, lettered, ornamental, curved or any glass whatsoever other than glass which is plain and of ordinary glazing quality, unless the same be specifically declared.
- vi) breakage of glass not completely and securely fixed.

- vii) loss of damage consequent upon interruption or delay of business or other loss damage or injury arising from breakage of glass or during replacement thereof.

SECTION V - BREAKDOWN OF DOMESTIC APPLIANCES

The Company will indemnify the insured against unforeseen and sudden physical damage caused by and/or solely due to mechanical and or Electrical Breakdown of domestic electrical electronic or mechanical appliances, apparatuses or gadgets specified in the schedule whilst contained in or fixed at the Insured premises. Provided that the liability of the Company in respect of any one period of insurance will not exceed the sum insured set against such item in the Schedule.

SPECIAL PROVISIONS

1. **SUM INSURED :** It is a requirement of this insurance that the sum insured in respect of such item specified in the Schedule shall be equal to the cost of replacement of the insured property by new property of the same kind and capacity.
2. **BASIS OF INDEMNITY :**
 - a) Where damage to an insured item can be repaired the Company will pay expenses necessarily incurred to restore the damaged its to its former state of serviceability. If the cost of repair exceeds the actual value of the insured item immediately before he occurrence of the damage the settlement shall be made on the basis provided for in (b) below:
 - b) In case of total loss, claims will be paid subject to depreciation of 10% per year, from the date of manufacture. The maximum depreciation, however shall not exceed 50% of the Sum Insured of the item in respect of which a total loss claim is admitted under the Policy.

SPECIAL EXCEPTIONS

The Company shall not be liable in respect of :

- i) loss or damage caused by or arising out of wilful gross negligence of the Insured.
- ii) loss or damage due to faults existing at the time of commencement of this insurance and known to the insured, regardless of whether such faults, or defects were known to the Company or not.
- iii) loss or damage for which the manufacturer or supplier of the property is responsible thereby or under contract.
- iv) cost of transport to the repair shop and back to the Insured's premises of any insured item arising out of any damage to such item.
- v) loss of or damage to any insured item by perils which are insurable under other Section of this policy.
- vi) loss of or damage to any insured item occasioned by permanent or temporary dispossession resulting from confiscation commandeering or requisition by any lawfully constituted authority of such item or by permanent or temporary dispossession of any building, resulting from the unlawful occupation by the insured of the building.

EXCESS

The Insured shall bear upon himself 1% of the sum insured in respect of each domestic appliance separately or the sum of Rupees Twenty five (Rs.25/- only) which ever is higher of each and every loss or damage in respect of which a claim is admitted under this policy.

SECTION VI - TELEVISION SET

The Company will indemnify the insured in respect of :

1. loss of or damage to the Television Apparatus described in the Schedule whilst contained or fixed in the insured premises by :
 - a) Fire lightning, explosion of gas in domestic appliances.
 - b) Bursting and overflowing of water tanks, apparatus or pipes.
 - c) Aircraft or articles dropped therefrom.
 - d) Earthquake fire and/or shock.
 - e) Flood, Inundation, Typhoon, Storm, Tempest, Hurricane, Tornado and Cyclone.
 - f) Riot, Strike or Malicious Act.
 - g) Burglary and/or House breaking or Theft.
 - h) Accidental external means
 - i) Mechanical or Electrical breakdown.

provided that the liability of the company in respect of such loss or damage in any one period of insurance is limited to the amount specified in the schedule.

2. all sums which the Insured shall be legally liable to pay as compensation and litigation incurred by he Insured with Company's written consent in respect of accidental death of or bodily injury to any person other a member of the insured's family or a person under the Insured's services and/or accidental damage to property not belonging to or in the custody or control of the Insured or any member of the insured's family or person under the Insured's service arising out of accident happening through or in connection with the Television Apparatus or to breakdown or defect in the Television Apparatus or breaking or collapse of the internal fittings or mast forming part of the Television Apparatus provided that the liability of the Company in respect of such compensation and litigation expenses in any one period of insurance is limited to Rs. 25,000/- (Rupees twenty five thousand only)
3. damage to property belonging to or in the custody of the Insured caused by breakage or collapse of the antenna fittings or mast forming part of the Television Apparatus in so far as such property is not otherwise insured provided that the liability of the Company in respect of such damage in any one period of insurance is limited to Rs.3,000/- (Rupees three thousand only).

DEFINITION

The term "television Apparatus" as used herein shall mean and include the Television Set, the accessories forming part of the set and the Antenna both external and internal.

SPECIAL EXCEPTIONS

The Company shall not be liable in respect of :

- a) loss of or damage to External antenna or fittings by theft unless the Television Apparatus is self is stolen at the same time.
- b) loss of or damage caused by or arising out of or traceable to erection, repairing or dismantling of the Television Apparatus.
- c) loss of or damage for which the manufacturer or supplier of the Television apparatus is responsible either by and / or contract.
- d) Liability assumed by the Insured by Agreement unless such liability could have affected to the insured not withstanding such agreement.

SECTION VII - PEDAL CYCLE

- A) The Company will indemnify the insured in respect of loss of or damage to the Pedal Cycles belonging to the insurer or any member of the Insured's family by :-
 - a) Fire, Lightning or External Explosion.
 - b) Riot, Strike or Malicious Act.
 - c) Burglary and/or House breaking or Theft.
 - d) Accidental External Means.
 - e) Flood, Cyclone, Storm, tempest and other similar convulsions of nature and atmospheric disturbance.
 - f) Earthquake Fire and/or Shock

Provided that the liability of the Company in respect of loss or damage to any one vehicle in any one period of insurance will not exceed the sum insured set against vehicle in the Schedule.

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

SPECIAL EXCEPTIONS

The Company shall not be liable in respect of :

- i) Any accident loss, damage or liability caused by or through or in connection with Pedal Cycle whilst it is being used for hire or reward or outside India.
- ii) Damage caused by over loading, strain or mechanical breakdown.
- iii) loss of or damage to accessories by theft unless the Pedal Cycle is stolen at the same time.
- iv) loss, damage or liability whilst being used for racing or pacemaking.

- v) the first Rs. 10/- of each and every loss arising under Sub-section (A) hereof If however, the loss or damage exceeds Rs. 10/- the Company is liable to pay in full for such loss or damage.

SPECIAL CONDITIONS

The Pedal Cycle should be securely locked when left unattended.

SECTION VIII - BAGGAGE

The Company will indemnify the Insured and/or such members of his/her family as are permanently residing with him/her in respect of personal baggage accompanying the Insured of his/her family members belonging to him/her or for which he/she is responsible whilst traveling anywhere in India whilst on tour on holidays LOST DESTROYED or DAMAGED by ACCIDENT OR MIS-FORTUNE, provided that the liability of the Company in respect of the property so lost, destroyed or damaged shall be limited to its actual value at the time of happening of such loss but not exceeding in any one period of insurance in respect of each of the several items specified in the Schedule the sum set opposite there to respectively.

SPECIAL EXCEPTIONS

The Company shall not be liable in respect of :-

- a) loss or damage due to creaking scratching or breakage of lens or glass whether part of any equipment or otherwise or of China, marble, gramophone records and other articles of a brittle or fragile nature. unless such loss or damage arises from accident to vessel train vehicle or aircraft by which such property is conveyed.
- b) loss or damage caused by mould, mildew, vermin or any process of cleaning, dyeing, repairing or restoring to which the property is subjected.
- c) loss of or damage to any electrical machine, apparatus fixtures or fittings (including wireless sets radio, television sets and tape recorders) arising from overrunning, excessive pressure, short circuiting, arcing self heating or leakage of electricity from whatever cause (lightning included).
- d) loss of or damage caused by mechanical derangement or over winding of watches and clocks.
- e) theft from car except from car of fully enclosed saloon type having all the doors, windows and other openings securely locked and properly fastened.
- f) loss of damage whilst being conveyed by any carrier under contract under contract of affrayment.
- g) loss of or damage to money, securities, manuscripts, deeds, bonds bills of exchange, promissory notes stock or share certificates, stamps, business books or documents, jewelry, watches, furs, precious metals, precious stones, gold and silver ornaments, travel tickets, cheques and bank draft.
- h) loss of or damage to articles which did not form part of the contents of any of the packages when the journey commenced, unless specifically declared and accepted by the Company.
- i) loss destruction of or damage to articles of consumable nature.
- j) loose articles such as sticks, straps, umbrellas, sunshades, fans, deck chairs property in use on the voyage and/or journey or articles or clothes whilst being worn on the person or carried about.
- k) loss destruction or damage caused by or arising from the leakage spilling or exploding oils or materials of a like nature or articles of a dangerous or damaging nature.

SECTION IX - PERSONAL ACCIDENT

If at any time during the currency of this Policy, the Insured person between the age of 5 and 70 years & as named in the Schedule shall sustain any bodily injury resulting solely and directly from accident caused by external violent and visible means, then the Company shall pay to the Insured or his legal personal representative(s), as the case may be, the sum or sums hereinafter set, forth, that is to say :

- (a) If such injury shall within Twelve calendar months of its occurrence be the sole and direct cause of the death of the Insured, the Capital Sum Insured stated in the Schedule hereto.
- (b) If such injury shall within Twelve calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of
 - i) Sight of both eyes, or of the actual loss by physical separation of two entire hands or two entire feet, or of one entire hand and one entire foot, or of such loss of sight of one eye and such loss of one entire hand or one entire foot, the Capital Sum Insured stated in the Schedule hereto

- ii) Use of two hands or two feet, or of one hand or one foot, or of such loss of sight of one eye and such loss of use of one hand or one foot, the Capital Sum Insured stated in the Schedule hereto.
- c) If such injury shall within twelve calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of
 - i) the sight of one eye, or of the actual loss by physical separation of one entire hand or of one entire foot, fifty percent (50%) of the Capital Sum Insured stated in the Schedule hereto
 - ii) total and irrecoverable loss of use of a hand or a foot without physical separation, fifty percent (50%) of the Capital Sum Insured stated in the Schedule hereto.

Note For the purpose of Clause (b) and Clause (c) above, physical separation of a hand means separation at or above the wrist and of the foot at or above the ankle.

- d) If such injury shall, as a direct consequence thereof, immediately permanently totally and absolutely, disable the Insured person from engaging in any employment or occupation of any description whatsoever, then a lump sum equal to hundred percent (100%) of the Capital Sum Insured.
- e) In such injury shall within twelve calendar months of its occurrence be the sole and direct cause of the total and/or partial and irrecoverable loss of use or of the actual loss by physical separation of the following, then the percentage of the Capital Sum Insured as indicated below shall be payable :

		Percentage of Capital Sum Insured
i)	Loss of toes - all	20
	Great - both phalanges	5
	Great - one phalanx	2
	Other than great, if more than one toe lost each	1
ii)	Loss of hearing - both ears	75
iii)	Loss of hearing - one ear	30
iv)	Loss of four fingers & thumb of one hand	40
v)	Loss of four fingers	35
vi)	Loss of thumb - both phalanges	25
	- one phalanx	10
vii)	Loss of thumb - three phalanges or two phalanges or one phalanx	10
viii)	Loss of middle finger- three phalanges or two phalanges or one phalanx	6
ix)	Loss of ring finger - three phalanges or two phalanges or one phalanx	5
x)	Loss of little finger - three phalanges or two phalanges or one phalanx	4
xi)	Loss of metacarpals - first or second (additional) or third, fourth or fifth (additional)	3
xii)	Any other permanent partial disablement	% as assessed by the Panel doctor of the Company

- f) If such injury shall be sole and direct cause of temporary total disablement, then so long as the Insured person shall be totally disabled from engaging in any employment or occupation of any description whatsoever, a sum at the rate of one percent (1%) of the Capital Sum Insured stated in the Schedule hereto per week, but in any case not exceeding Rs. 3,000/- per week in all, under all policies. Provided that the compensation payable under the foregoing Sub-Clause (f) shall not be payable for more than 100 weeks in respect of any one injury calculated from the date of commencement of disablement and in no case shall exceed the Capital Sum Insured.

For the purpose of benefits applicable, Table D will cover of above Benefit (a) only, Table C will cover of above Benefit (a) to (d), Table B will cover of above Benefit (a) to (e) and Table A will cover of above

Benefit (a) to (f). The applicable benefits with CSI for the same as more specifically described in the schedule will be considered for any liability under the Policy.

Special Free Benefit

CARRIAGE OF DEAD BODY : It is hereby agreed that in the event of the death of the Insured person due to accident as defined in the Policy outside his/her residence, the Company shall pay in addition to the amounts payable under Sub-Clause (a) for transportation of Insured person's Dead Body to the place of residence a lump sum of 2% of Capital Sum Insured or Rs. 2,500/- whichever is less.

EXCEPTIONS

PROVIDED ALWAYS THAT :

The Company shall not be liable under this Policy for :

1. Compensation under more than one of the foregoing Sub-Clauses in respect of the same period of disablement.
2. Any other payment after a claim under one of the Sub-Clauses (a), (b), or (d) has been admitted and become payable. This would not apply to payments made under medical expenses extension, education grant and expenses for carriage of dead body.
3. Any payment in case of more than one claim under the Policy during any one period of insurance by which the maximum liability of the Company in that period would exceed the sum payable under sub-clause (a) of this Policy. This would not apply to payments made under medical expenses extension, education grant and expenses for carriage of dead body.
4. Payment of weekly compensation until the total amount shall have been ascertained and agreed.
5. Payment of compensation in respect of Death, injury or Disablement of the Insured (a) from intentional self-injury, suicide or attempted suicide, (b) whilst under the influence of intoxicating liquor or drugs (c) 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, (d) directly or indirectly caused by venereal diseases, aids or insanity, (e) arising or resulting from the Insured committing any breach of law with criminal intent.

Standard type of Aircraft means any aircraft duly licensed to carry passengers (for hire or otherwise) by appropriate authority irrespective of whether such an aircraft is privately owned OR chartered OR operated by a regular airline OR whether such an aircraft has a single engine or multi engine.

6. Payment of compensation in respect of Death, Injury or Disablement of the Insured due to or arising out of or directly or indirectly connected with or traceable to : war, Invasion, Act of foreign enemy, Hostilities (whether war be declared or not), Civil War, Rebellion, Revolution, Insurrection, Mutiny, Military or Usurped Power Seizure, Capture, Arrests, Restraints and Detainment of all kings, princes and people of whatsoever nation condition or quality.
7. Payment of Compensation in respect of death of, or bodily injury or any disease or illness to the Insured
 - (a) directly or indirectly caused by or contributed to by or arising from Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception, combustion shall include any self-sustaining process of nuclear fission.
 - (b) directly or indirectly caused by or contributed to by or arising from nuclear weapon material.

Provided also that the due observance and fulfillment of the terms and conditions of this Policy (which conditions and all endorsements hereon are to be read as part of this Policy) shall so far as they relate to any thing to be done or not to be done by the Insured be a condition precedent to any liability of the Company under this Policy.

8. **Pregnancy Exclusion Clause** : The Insurance under this Policy shall not extend to cover death or disablement resulting directly or indirectly caused by contributed to or aggravated or prolonged by child birth or from pregnancy or in consequence thereof.

CUMULATIVE BONUS

Compensation payable under clauses (a), (b), (c) and (d) of the Policy viz. death, loss of limb(s) or sight and Permanent Total Disablement arising out of accidental injuries shall be increased by 5% thereof in respect of each completed year, during which the policy shall have been in force, prior to the occurrence of an accident for which capital sum becomes payable but amount of such increase shall not exceed 50% of the

Capital Sum Insured stated in the Schedule herein. This cumulative bonus is applicable to CSI which is renewed continuously.

This clause shall not in any way alter the annual character of the Insurance not the right of the Company to decline to renew or to cancel this Policy as hereinafter provided.

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

SECTION X - PUBLIC LIABILITY

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

- a) As compensation and litigation expenses incurred by the insured with the Company's written consent in respect of accident death of or bodily injury to any person other than a person under the Insured's service and/or accidental damage to property caused by or through the fault or negligence the insured or of any member of the Insured's family or household permanently residing with him whilst caused during the performance of any act in connection with the Insured's business but not exceeding in all for compensation and litigation expenses up to the limit of Rs. 25,000/- (Rupees Twenty Five Thousand only) for any one accident or a series of accidents arising from any one event and for all accidents during any one period of Insurance.
- b) As compensation to his employees engaged in the Insured premises under the Fatal Accidents Act, 1855, Work-men's Compensation Act, 1923 or any amendment thereto or Common Law in respect of death of or bodily injury to such employees out of and in course of employment.

SPECIAL EXCEPTION

The Company shall not be liable in respect of :

- i) any compensation for death of or bodily to any member of the Insured's family, or damage to property belonging to or in the custody or if he control of the Insured or any member of the Insured's family.
- ii) liability assumed by the insured by agreement unless such liability would have attached to the Insured not with standing such agreement.
- iii) accidents directly or indirectly, caused by traceable to or arising out of the ownership, possession or the custody by or on behalf of the Insured of animals, vehicles, aircraft, ship, boats or craft of any kind.

SECTION XI – PERSONAL COMPUTERS & ACCESSORIES

For the purpose of coverage hereunder the Computer equipment includes computer system consisting of CPU, Key Boards, Monitors, Printers, Stabilisers, UPS, etc.

This Policy shall apply to the insured items only after successful completion of their performance/acceptance test whether they are at work or at rest or being dismantled for the purpose of cleaning of overhauling or in the course of aforesaid operations themselves or when being shifted within the premises or during subsequent re-erection.

The liability of the Company for any one item of the Insured property shall not exceed in aggregate in any one period of Insurance the sum insured set against such items in the attached Schedule(s) unless the sum insured under such item is reinstated after occurrence of the claim for balance period.

GENERAL EXCLUSIONS

The Company will not indemnify the Insured in respect of loss, damage or liability directly caused by or arising out of or aggravated by

- (a) War, Invasion, Act of Foreign Enemy, Hostilities or War Like Operations (Whether war be declared or not), Civil War, Rebellion, Revolution, Insurrection, Mutiny, Civil Commotion, Confiscation, Commandeering a Group of Malicious Persons or Persons acting on behalf of or in connection with any political organization, Requisition or Destruction or Damage by order of any Government de-jure or de-facto or by any public, municipal or local authority.
- (b) Nuclear Reaction, Nuclear Radiation or Radioactive Contamination.
- (c) Wilful act or wilful negligence of the Insured or his representative.
- (d) Cessation of work whether total or partial.

- (e) Cost incurred/time involved in the movement of machinery and/or other property and/or personnel outside the territorial limits of India other than the cost of delivery of replacements, for machinery lost or damaged.
- (f) Derangement of the insured property not accompanied by damage otherwise covered by this policy.
- (g) Loss of or damage to the property covered under this Policy falling under the terms of the maintenance Agreement.
- (h) Loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices traveling at Sonic or Supersonic speeds.
- (i) Loss, destruction or damage occasioned by Terrorism & sabotage activities unless covered specifically by payment of extra premium for terrorism inclusion warranty.

In any action, suit or other proceedings where the company allege that by any reason of the provisions of the above exclusions, any loss, destruction, damage or liability is not covered by this insurance, the burden of proving that such loss, destruction damage or liability is covered shall be upon the insured.

GENERAL CONDITIONS

- (1) The due observance and fulfillment of the terms of this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the questionnaire and proposal made by the insured shall be a condition precedent to any liability of the Company.
- (2) The Schedule and the section(s) shall be deemed to be incorporated in and form part of this Policy and the expression "this Policy" wherever used in this contract shall be read as including the Schedule and the Section(s). Any word or expression to which a specific meaning has been attached in any part of the Policy or of the Schedule or of the Section(s) shall bear such meaning wherever it may appear.
- (3) The Insured shall at his own expense take all reasonable precautions and comply with all reasonable recommendations of the Company to prevent loss, damage or liability and comply with statutory requirements and manufacturers' recommendations.
- (4)
 - (a) Representatives of the Company shall at any reasonable time have the right to inspect and examine the risk and the Insured shall provide the representatives of the company with all details and information necessary for the assessment of the risk.
 - (b) The Insured shall immediately notify the Company by telegram and in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require to ensure safe operation of the insured items and the scope of cover and/or premium shall, if necessary, be adjusted accordingly.
No Material Alteration shall be made or admitted by the Insured whereby the risk is increased unless the continuance of the insurance be confirmed in writing by the Company.
- (5) In the event of any occurrence which might give rise to a claim under this Policy the insured shall.
 - (a) immediately notify the Company by telephone or telegram as well as in writing giving an indication as to the nature and extent of loss or damage.
 - (b) take all steps within his power to minimize the extent of the loss or damage.
 - (c) preserve the parts affected and make them available for inspection by a representative or Surveyor of the Company.
 - (d) furnish all such information and documentary evidence as the Company may require.
 - (e) inform the police authorities in case of loss, damage due to theft or burglary.

The Company shall not in any case be liable for loss, damage or liability of which no notice has been received by the Company within 14 days of its occurrence.

Upon notification being given to the company under this condition, the insured may carry out the repair or replacement of any minor damage not exceeding Rs. 5,000/- provided that the carrying out of such repairs without prejudice to any question of liability of the Company and that any damaged part requiring replacement is kept for inspection by the Company, but in all other cases a representative shall have the opportunity of inspecting the loss or damage before any repairs or alterations are effected.

The liability of the Company under this Policy in respect of any item sustaining damage shall cease if said item is kept in operation after a claim without being repaired to the satisfaction of the Company or if temporary repairs are carried out without the Company's consent.
- (6) The Insured shall at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or required by the Company in the interest of any rights or remedies, or of obtaining relief or indemnity from parties (other than those insured under this

Policy) to which the Company shall be or would become entitled or subrogated upon their 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) If any difference shall arise as to the quantum to be paid under this Policy, (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of arbitrator, to be appointed in writing by the parties in difference, or if they cannot agree upon a single arbitrator, to the decision of two disinterested persons as arbitrators of whom one shall be appointed in writing by each of the parties within two calendar months after having been required so to do in writing by the other party in accordance with the provisions of the Arbitration Act 1940, as amended from time to time and for the time being in force. In case either party shall refuse or fail to appoint arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint sole arbitrator and in case of disagreement between the arbitrators the difference shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at their meetings.

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

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

It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the insured for any claim hereunder and such claim shall not, within 3 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.

- (8) If a claim is in any respect fraudulent, or if any false declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy, or if a claim is made and rejected and no action or suit is commenced within three months after such rejection or, in case of arbitration taking place as provided therein, within three months after the arbitrator or arbitrators or umpire have made their award, all benefit under this Policy shall be forfeited.
- (9) If at the time any claim arises under this Policy, there be any other insurance covering the same loss, damage or liability, the Company shall not be liable to pay or contribute more than their ratable proportion of any claim for such loss, damage or liability.
- (10) This insurance may be terminated at any time at the request of the Insured in which case the Company will retain the premium calculated at the customary short period rate for the time the Policy has been in force. This insurance may also at any time be terminated at the option of the Company by fifteen days notice to that effect being given to the Insured, in which case the Company shall be liable to repay on demand a ratable proportion of the premium for the unexpired term from the date of the cancellation.

MATERIAL DAMAGE (EQUIPMENT)

Scope of Cover

The Company hereby agrees with the Insured (subject to the exclusions & conditions contained herein or endorse hereon) that if at any time during the period of insurance stated in the Schedule or during any subsequent period for which the insured pays and the Company may accept the premium for the renewal of this Policy, the items or any part thereof entered in the Schedule shall suffer any unforeseen and sudden physical loss or damage from any cause, other than those specifically excluded, in a manner necessitating repair or replacement, the Company will indemnify the Insured in respect of such loss or damage as herein after provided by payment in cash, replacement or repair (at their own option) upto amount not exceeding in any one year of insurance in respect of each of the items specified in the Schedule the set opposite thereto and not exceeding in all the total sum expressed in the Schedule s insured hereby.

Special Exclusion

The Company shall not, however, be liable for -

- (a) the excess stated in the Schedule to be borne by the Insured in any one occurrence if more than one item is lost or damaged in one occurrence, the Insured shall not, however, be called upon to bear more than the highest single Excess applicable to such items.
- (b) loss or damage caused by any faults or defects existing at the time of commencement of the present insurance within the knowledge of the Insured, or his representatives, whether such faults or defects were known to the Company or not.
- (c) loss or damage as a direct consequence of the continual influence of operation (e.g. wear and tear, cavitation, erosion, corrosion, encrustation) or of gradual deterioration due to atmospheric conditions.
- (d) any costs incurred in connection with the elimination of functional failures unless such failures were caused by an indefinable loss of or damage to the insured items.
- (e) any cost incurred in connection with the maintenance of the insured items, such exclusion also applying to parts exchanged in the course of such maintenance operations.
- (f) loss or damage for which the manufacturer or supplier of the insured items is responsible either by law or under contract.
- (g) loss of or damage to rented or hired equipment for which the owner is responsible either by law or under lease and/or maintenance agreement.
- (h) consequential loss or liability of any kind or description.
- (i) loss of or damage to bulbs, valves, tubes, ribbons, fuses, seals, belts, wires, chains, rubber tyres, exchangeable tools, engraved cylinders, objects made of glass, porcelain or ceramics, sieves or fabrics, or any operating media (e.g. lubricating oil, fuel, chemicals).
- (j) aesthetic defects, such as scratch on painted, polished or enameled surfaces.

In respect of the parts mentioned under (I) and (j) above, the Company shall be liable to provide compensation in the event that such parts are effected by an indemnifiable loss of or damage to the insured items.

PROVISIONS APPLYING TO SECTION XI

(1) Sum Insured

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

(2) Basis of Indemnity

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

No deduction shall be made for depreciation in respect of parts replaced, except those with limited life, but the value of any salvage will be taken into account. If the cost of repairs as detailed hereinabove equals or exceeds the actual value of the machinery insured immediately before the occurrence of the damage, the settlements shall be made on the basis provided for in (b) below.

- (b) In cases where an insured items is destroyed- the Company will pay the actual value of the item immediately before the occurrence of the loss, including costs for ordinary freight, erection and customs duties. If any, provided such expenses have been included in the Sum Insured, such actual value to be calculated by deducting proper depreciation from the replacement value of the item. The company will also pay any normal charges for the dismantling of the machinery destroyed, but the salvage will be taken into account. Any extra charges incurred for overtime, night-work on public holidays, express freight, are covered by this insurance only if especially agreed to in writing :

In the event of the Makers' drawings, patterns and core boxes necessary for the execution of a repair not being available the Company shall not be liable for the cost of making any such drawings, patterns and core boxes.

The cost of any alterations, improvements or overhauls shall not be recoverable under this Policy.

The cost of any provisional repairs will be borne by the Company, if such repairs constitute part of the final repairs, and do not increase the total repair expenses.

If the Sum Insured is less than the amount required to be insured as per Provision I hereinabove, the Company will pay only in such proportion as the Sum Insured bears to the amount required to be insured. Every item if more than one shall be subject to this condition separately.

The Company will make payments only after being satisfied, by production of the necessary bills and documents, that the repairs have been effected or replacements have taken place, as the case may be.

Warranty

It is warranted that the Maintenance Agreement in force at the inception of this Policy is maintained during the currency of this Policy and no variation in the terms of the Agreement shall be made without the written consent of the Company being obtained.

For the purpose of this warranty the word 'Maintenance' shall mean the following :

- (I) safety checks,
- (II) preventive maintenance,
- (III) rectification of loss or damage or faults arising from normal operation as well as from aging.

COMPULSORY DEDUCTABLE (EXCESS)

The first 5% of claim amount subject to a minimum of Rs. 2,500/- in respect of each & every loss.

Note: In case of dishonor of the premium cheque, policy stands cancelled automatically as from inception.