

NATIONAL INSURANCE COMPANY LIMITED
Regd. & Head Office. 3, Middleton Street, Kolkata-700071

SHOPKEEPERS INSURANCE POLICY

Policy issuing Office:

Whereas the Insured named in the Schedule hereto has made to National Insurance Company Limited (hereinafter called “ The Company”) a proposal and declaration which shall be the basis of this contract and be deemed to be incorporated herein for the insurance hereinafter contained and has paid or agreed to pay the premium stated herein.

The Company hereby agrees subject to the terms and conditions contained herein or endorsed or otherwise expressed hereon that if the insured shall sustain LOSS of or DAMAGE to property or INCUR LIABILITY or the insured or the partners directors or managerial staff or employees of the Insured permanently working with the Insured shall sustain BODILY INJURY as described herein at any time during the period of insurance stated herein or any subsequent period in respect of which the Insured shall have paid or agreed to pay and the Company shall have accepted or agreed to accept the premium required for the renewal thereof the Company will pay to the insured the value at the time of happening of such loss of the property so lost or the amount of such damage or the amount of liability incurred or the benefits specified herein as the case may be but not exceeding in any one period of insurance in respect of each of the several items specified herein the sum set opposite thereof respectively.

GENERAL CONDITIONS:

1. **Notice:** every notice and communication to the company required by this policy shall be in writing to the office of the company through which this insurance is effected.
2. **Misdescription:** this policy shall be void and all premium paid hereon shall be forfeited to the company in the event of misrepresentation, mis-description or non-disclosure of any material information..
3. **Reasonable Care:** The insured shall take all reasonable steps to safeguard the property insured against any loss or damage. The insured shall exercise reasonable care that only competent employees are employed and shall take all reasonable precautions to prevent all accidents and shall comply with all statutory or other regulations.
4. **Cancellation:** The company may at any time by seven (07) notice in writing cancel this policy. In which case the Company shall return to the insured proportion of the last premium corresponding to the un-expired period of insurance. The 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 Company s’ short period scale subject to no claim being reported under the policy.
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 to the company and shall within fourteen (14) days thereafter furnish to the company at his own expense detailed particulars of the amount of the loss or damage together with such explanation and evidence to substantiate the claim as the company may reasonably require.

ii) if the insured or any partner, director or member of the managerial staff or employee of the insured sustain any bodily injury in respect of which a claim is or may be made hereunder prompt written notice thereof shall be given to the company as soon as possible but in any event within fourteen (14) days of the date of injury. If the insured or a partner, director or member of the managerial staff or employees of the insured shall die, notice of death shall be given by the legal representatives forthwith. All certificates, information and evidence whether from a medical attendant or otherwise required by the company shall be furnished at the expenses of the insured or his legal representatives and shall be in such form and of such nature as the company may prescribe. The injured person must immediately after the occurrence of 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 or likely to give rise to a claim under the policy, give immediate notice thereof to the company and shall forward to the company forthwith every written notice or information of an verbal notice of claim and shall send to the company an writ, summons or other legal process issued or commenced against the insured and shall give all necessary information and assistance to enable the company to settle or resist any claim or to institute proceedings. The insured shall not incur any expense in making good a claim without the written consent of the company and shall not negotiate, pay, settle, admit or repudiate a claim without such consent.

6. Contribution: if at the time of any loss or damage happening to any property hereby insured there be an other subsisting insurance or insurance whether effected by the insured or by any other person or persons covering the same property, this company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage or liability.

7. Fraud: if any claim under this policy shall be in any respect fraudulent or if any fraudulent means or devices are used by the insured or anyone acting on the insureds' behalf to obtain any benefit under this policy, all benefits under this policy shall be forfeited.

8. Indemnity: The company may at its option reinstate, replace or repair the property or premises lost or damaged or any part thereof instead of paying the amount of loss or damage or may join with any other insurer in so doing but the company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonable 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 or more than the sum insured thereon.

9. Average : (Applicable to Sections II, IV, V & VI) if the property hereby insured shall at the time of any loss or damage be collectively of greater value than the sum insured thereon, then the insured shall be considered as being his own insurer for the difference, and shall

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

10. **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 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 insureds' indemnification by the company.

11. **Arbitration** 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 decision of a sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single 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 arbitrator/arbitrators of the amount of the loss or damage shall be first obtained."

12. **Disclaimer:** 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 insured subject matter of a suit in a court of law, then the claim shall be for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

13. **Observation of Terms and Conditions:** The due observation and fulfillment of the terms, conditions and endorsement 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.

14. **Renewal Notice:** The company shall not be bound to accept any renewal premium nor give notice that such is due.

DEFINITION

The terms Burglary and or Housebreaking shall mean theft involving entry into or exit from the insured premises by forcible and violent means or following assault or violence or threat thereof to the insured or any employee of the insured or member of the insureds' family.

SECTION-I (A & B): FIRE AND SPECIAL PERILS (FOR BUILDING/ CONTENTS- Excluding Money and Valuables)

The company will indemnify the insured in respect of loss of or damage to the building/ contents in the insureds' premises by-

- 1.1 Fire,
- 1.2 Lightning,
- 1.3 Explosion/Implosion.
- 1.4 Aircraft and other Aerial devices or Articles dropped there from.
- 1.5 Riot, strike & malicious damage
- 1.6 Storm,, Cyclone, Typhoon, Tempest , Hurricane, Tornado, Flood and Inundation.
- 1.7 Impact damage by any Rail/Road vehicle or Animal.
- 1.8 Subsidence and landslide including rock slide
- 1.9 Bursting and/or Overflowing of water tanks, apparatus or pipes.
- 1.10 Missile testing operation
- 1.11 Leakage from automatic sprinkler installations
- 1.12 Bush Fire
- 1.13 Earthquake

Exceptions :

The Company shall not be liable in respect of

- 2.1 The first 5% of each and every claim subject to a minimum of Rs. 10,000/- and maximum of Rs. 25,000/- in respect of each and every loss arising out of AOG perils such as lightning, STFI, earthquake, subsidence and landslide and rockslide..
- 2.2 the first Rs. 10,000/- for each and every loss arising out of other perils in respect of which the insured is indemnified by this policy.
- 2.3 Terrorism risk unless otherwise specifically included.
- 2.4 Damage or destruction by or through or in consequence of subterranean fire and the burning of property by order of any public authority.
- 2.5 Damage to property occasioned by its own undergoing any heating or drying process.
- 2.6 Natural heating or spontaneous combustion and its own fermentation.
- 2.7 Loss, destruction of or damage to boilers (other than domestic boilers), economizers or other vessels, machinery or apparatus or their contents resulting from their own explosion/implosion and or caused by centrifugal forces.
- 2.8 Damage to any electrical machine, apparatus, fixture or fitting (including electric fans and other electrical installation, arising from or occasioned by over-running excessive pressure, short circuiting, arcing, self-heating or leakage of electricity from whatever cause (lightning included) provided that this exemption will apply only to the particular electrical machine, apparatus, fixtures, fittings or portion of electrical installation so affected

and not to other machines, apparatus, fixtures, fittings or portion of electrical installation which may be destroyed or damaged by fire so set up.

- 2.9 Normal cracking, settlement or bedding down of new structure, the settlement or movement of made up ground, coastal or river erosion, defecting design or workmanship or use of defective materials, demolition, construction, structural alteration or repair of any property or ground work or excavations.
- 2.10 Destruction or damage caused by forest fire.
- 2.11 Loss/damage occasioned by or through or in consequence directly or indirectly by burning whether accidental or other wise of forest and jungles and cleaning of lands by fire.
- 2.12 Expenses necessarily incurred on(i) Architects, Surveyors and Consulting Engineers' fees and (ii) Debris Removal be 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
- 2.13 Loss , destruction or damage directly or indirectly caused to the property insured by-
- a) pollution or contamination which itself results from a peril hereby insured against.
 - b) Any perils hereby insured against which itself results from pollution or contamination.
- 2.14 Loss or damage by spoilage resulting from the retardation or interruption or cessation of an process or operation cased by operation of any of the perils covered.
- 2.15 .Loss or Damage by theft or after the occurrence of any insured perils except as provided under Riot, Strike, Malicious and Terrorism Damage cover.
- 2.16 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 repair, cleaning, renovation or other similar purpose for a period not exceeding 60 days.

Special Exceptions:

- a) Loss or Damage to livestock, motor vehicle. pedal cycle.
- b) Loss or damage to money, securities , stamps, bullion, deeds, bonds, bills of exchange, promissory notes stock and share certificates, business books, manuscripts documents or any kind unset precious stones and jewellery and valuables

Special Condition of Average :

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

SECTION-II: BURGLARY AND HOUSEBREAKING (CONTENTS- excluding money and valuables)

The company will indemnify the insured in respect of loss of or damage to the contents whilst contained in the insured premises by Burglary and/or housebreaking

Special Exceptions:

The Company shall not be liable in respect of

- 1) Loss or damage by burglary and/or house breaking where any employee of the insured or member of the insured's family is concerned as principal or accessory.
- 2) Loss or damage to livestock, motor vehicles and pedal cycle.
- 3) 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 jewellery and valuables unless specifically declared..

SECTION –III MONEY INSURANCE

The Company will indemnify the insured in respect of-

- a) loss by accident or misfortune whilst the insureds money is in the hands or in the hands of his employee in transit between any two places within a radius of 15 miles from the insureds' premises.
- b) Loss of or damage to money and/or valuables by burglary and/or housebreaking whilst contained in safe, burglar resisting or otherwise steel cupboards/cash box and/or such other places under lock and key.
- c) Loss of money whilst lying in the cashiers' till and/or counter in the insureds' premises during business hours, consequent on or following upon assault and/or violence against the insured or any employee of the insured or any threat thereof by Burglary and/or Housebreaking, provided always that such money are in the custody of a responsible employee entrusted with the work of handling cash.

Provided always that

- a) In no event the company shall be liable for any loss falling under Section-III (a) above of the policy which is not discovered within a period of 2 (two) days from its occurrence and not notified forthwith to the company in writing.
- b) A complete account of cash in safe, steel cupboard, cashbox and/or other places under lock and key shall be kept secured in some place other than the place where the money covered is

kept and the liability of the company shall be limited to the account actually shown by such records not exceeding the amount stated in the schedule under this section.

Special Exceptions

The company shall not be liable in respect of

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

SECTION IV - PEDAL CYCLES

Sub-Section: A. The company will indemnify the Insured in respect of loss of or damage to Pedal Cycles belonging to the insured by:

- a) Fire, lightning, External explosion.
- b) Riot Strike or malicious act
- c) Earthquake (fire & / or shock)
- d) Flood, inundation storm, tempest, typhoon, hurricane, tornado or cyclone
- e) Burglary and /or House Breaking or theft..
- f) Accidental external means

Provided that the liability of the company in respect of loss or damage to any one pedal cycle in any one period of insurance will not exceed the sum set against such pedal cycle in the schedule

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

Special Exceptions:

The Company shall not be liable in respect of:-

- i) Any accident. Loss , damage or liability caused by or through or in connection with Pedal Cycle whilst it is being used for hire or reward or outside India.
- ii) damage caused by overloading or strain or mechanical breakdown.
- iii) Loss or damage to accessories by theft unless the entire Pedal Cycle is stolen at the same time.
- iv) Loss or damage occurring whilst being used for racing or pace making or speed tests.
- v) The first Rs. 50/- (fifty) of each and every loss arising under sub section A hereof through accidental external means. If , however, the loss of damage exceeds Rs. 50/- the company is liable to pay full for such loss or damage.

Special Condition:

The Pedal Cycle/Tricycle should be properly locked when left unattended.

SECTION V: PLATE GLASS

The Company will indemnify the Insured in respect of loss or damage to the 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) The excess stated in the policy schedule, 1% of sum insured subject to minimum of Rs. 500/- for each and every loss.
- ii) Breakage or damage during removal, alterations and/or repairs on or about the Insured premises.
- iii) Breakage of lettering unaccompanied by breakage or damage of glass.
- iv) Breakage of or damage to frames or framework of any description, unless specifically declared.
- v) disfiguration or scratching or damage of glass other than fracture extending through the entire thickness of glass.
- vi) embossed, silvered, lettered, ornamental, curved or any glass whatsoever other than the glass which is plain and or ordinary glazing quality, unless the same be specifically declared.
- vii) breakage of glass not completely and securely fixed.
- viii) loss or damage consequent upon interruption or delay of business or other loss damage or injury arising from breakage of glass or during replacement thereof.

SECTION VI: NEON SIGN/GLOW SIGN

The Company will indemnify the Insured in respect of loss of or damage to NEON SIGN/ GLOW SIGN belonging to the Insured by

- a) accidental external means.
- b) Fire, Lightning, External explosion or theft
- c) Riot, Strike & Malicious Act
- d) Flood inundation storm, tempest, typhoon, hurricane, tornado or cyclone

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

Special Exception :

The Company shall not be liable in respect of

- 1) the first Rs.2500/- or 2.5% of sum insured whichever is less of each and every loss arising under subsection (d) hereof..
- 2) the fusing or burning out of any Bulbs and/or Tubes arising from short circuiting or arcing or any other mechanical/electrical breakdown or faults.

SECTION VII: BAGGAGE

The company will indemnify the insured in respect of

- i) baggage in connection with the trade accompanying the insured and/or employees.
- ii) personal baggage of the insured and/or proprietors and/or partners accompanied them anywhere in India

be lost , destroyed or damaged by accident or misfortune:

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

Special Exception :

The Company shall not be liable in respect of-

- a) loss or damage due to cracking, scratching or breakage of lens or glass whether part of any equipment or otherwise or to China marble gramophone records and other articles of a brittle or fragile nature unless such loss or damage arises from accident to vessel, trains, vehicles or aircraft by which such property is conveyed.
- b) Loss or damage caused by moth, mildew, vermin or any process of cleaning, dyeing, repairing or restoring.
- c) Loss of or damage to any electrical machine, apparatus, fixtures or Fittings(including wireless sets and tape recorders) arising from over running excessive pressure, short circuiting , arching , self heating or leakage of electricity from whatsoever cause (lighting included).
- d) Loss or damage caused by mechanical derangement or over winding of watches and clocks.
- e) Theft from car except from the car of fully enclosed saloon type having all the doors, windows and other opening securely locked and properly fastened.
- f) Loss or damage whilst being conveyed by any carrier under contract of affreightment.
- g) Loss of or damage to money, securities, manuscripts, deeds, bonds, bills of exchange, promissory notes, stock of shares certificates, stamps, business books or documents, jewellery, watches, furs, precious stones, gold and silver ornaments, travel tickets, cheques and bank drafts.
- h) Loss of or damage to articles which did not form part of the contents of any of the packages when the journey commenced unless specifically declared and accepted by the company.
- i) Loss , destruction of or damage to articles of consumable nature.
- j) Loss of or damage to personal baggage belonging to the insured and such of the members of his partners, managers, employees as are permanently working with him accompanying the insured whilst the insured is traveling within the municipal limits of the village , town or city wherein he is permanently residing..

- k) **Loose articles such as sticks**, straps, umbrellas, sunshades, fans, deck chairs, property in use on the voyage and/or journey or articles or cloths whilst being worn on the persons or carried about.
- l) Loss , destruction or damage caused by or arising from the leakage, spilling or exploding of liquids, oils or materials of a like nature or articles of a dangerous or damaging nature.

Special Conditions:

Where any item insured hereunder consists of articles in pair or set the companys' liability in respect thereof shall not exceed the value of any particular part or parts of 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 nor than a proportionate part of the insured value of the pair or set.

SECTION VIII: PERSONAL ACCIDENT

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

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

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

4. If such injury shall as a direct consequence thereof immediately permanently totally and absolutely disable the Insured Person from engaging in any employment or occupation of any description whatever, then a lump sum equal to hundred percent (100%) of the Capital Sum Insured stated in the Schedule hereto applicable to such Insured Person.
5. If such injury shall within Twelve (12) calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of use of the actual loss by physical separation of the following then the percentage as indicated below of the Capital Sum Insured applicable to such Insured Person 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	50
iii) Loss of hearing - one ear	15
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 index - three phalanges finger	10
- two phalanges	8
- one phalanx	4
viii) Loss of Middle- three phalanges finger	6
- two phalanges	4
- one phalanx	2
ix) Loss of ring - three phalanges finger	5
- two phalanges	3
- one phalanx	2
x) Loss of little - three phalanges finger	4
- two phalanges	3
- one phalanx	2
xi) Loss of - first or second metacarpals	3
- (additional)	
- third, fourth or fifth (additional)	2
xiii) Any other permanent	Percentage

partial disablement

as assessed
by the doctors

6. If such injury shall be the sole and direct cause of temporary total disablement then so long as the Insured Person shall be totally disabled from engaging in any employment 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.5000/- per week in all under all Policies.

Provided that the compensation payable under the foregoing Clause (6) shall not be payable for more than 104 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 stated in the Schedule hereto applicable to such Insured Person.

7. In the event of death of the Insured Person due to accident as defined in the Policy outside his/her residence the Company shall reimburse expenses incurred for transportation of the Insured Person's dead body to the place of residence subject to a maximum of 2% of the capital sum insured applicable to such Insured Person or Rs.2,500/- whichever is less. This also include funeral expenses.

Special Exceptions:

Provided always that the Company shall not be liable under this Policy for

- a) Compensation under more than one of the foregoing Benefits in respect of the same period of disablement except under clause (6).
- b) .Any other payment after a claim under one of the benefits (1) (2) (3) or (4) has been admitted and become payable.
- c) Any payment in case of more than one claim under the Policy during any one period of Insurance by which the maximum liability of the Company in that period would exceed the sum payable under Benefit (1) of this Policy.
- d) payment of weekly compensation until the total amount shall have been ascertained and agreed.
- e) Death or disease arising from-
 - (i) from intentional self injury suicide or attempted suicide.
 - (ii) whilst under the influence of intoxicating liquor or drugs
 - (iii) whilst engaging in aviation or whilst mounting in or dismounting from or travelling in any aircraft other than as passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world
 - (iv) directly or indirectly caused by venereal diseases or insanity
 - (v) arising or resulting from the Insured committing any breach of the law with criminal intent.
 - (vi) whilst engaged in big game hunting.
- f) Payment of compensation in respect of death injury or disablement of the Insured Person due to or arising out of directly or indirectly connected with or traceable to War invasion Act of foreign enemy Hostilities (whether war be declared or not) Civil War Rebellion Revolution Insurrection Mutiny Military or Usurped Power

Seizure Capture Arrests Restraints and Detainments of all kings Princes and people of whatever nation condition or quality so ever.

- g) Payment of compensation in respect of death of or bodily injury to the Insured Person :
- (i) directly or indirectly caused by or contributed to by or arising from ionising radiations contamination by radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception combustion shall include any self-sustaining process of nuclear fission.
 - (ii) directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
- h) Death or disablement resulting directly caused by contributed to or aggravated or prolonged by childbirth or pregnancy or in consequence thereof.

CUMULATIVE BONUS (Applicable for individual policy only)

Compensation payable under para 1, 2, 3 and 4 above of this section, viz, death, loss of limbs 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 this section shall have been in force prior to the occurrence of an accident for which capital sum become payable but amount of such increase shall not exceed 50% of the Capital Sum Insured stated in the schedule herein.

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

The earned cumulative bonus will not be lost if the policy is renewed within 30 days after its expiry.

SECTION IX-FIDELITY GUARANTEE

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

- a) the loss shall have occurred in connection with his occupation and duties during uninterrupted continuance of his employment and **be discovered within six (6) calendar months after the death, dismissal or retirement of such person or six calendar months after this policy shall have ceased to exit whichever of these events shall happen first** and.
- b) The liability of the company in respect of anyone person or all persons so employed in respect of losses in any one period of insurance is limited to the sum set opposite in the schedule.

Special Conditions:

1. in the event of loss or damage, the insured shall at once give notice to the Police and take all practicable steps for discovering and punishing the guilty persons and for tracing and

recovering the property lost and shall be bound to satisfy the Company that the loss claimed for has actually arises from one of the cause insured against.

2. the company shall not be called upon to pay more than one claim in respect of the acts or defaults of any one of the employees and then only in respect of acts and defaults committed since the date of commencement of risk mentioned in the schedule hereto for such employees. Provided always and it is hereby declared that the company shall not be liable for any act or default of such employee done or omitted to be done after the discovery by the insured of any act of forgery, embezzlement, larceny or fraudulent conversion on the part of such employee. All sums payable hereunder shall be payable at the companys' office and no sum payable under this policy shall carry interest and the company shall cease to be liable for any such sums unless claimed within one year after same become due.
3. the insured shall if and when required by the company at the expense of the company, if a conviction obtained used all diligence in prosecuting any of the employed to conviction for any act which such employed shall have committed and in consequence of which a claim shall have been made under this policy and shall at the companys' expense give all information and assistance to enable the company to sue and obtain reimbursement from any such employed by reason of whose acts of default a claim has been made or by the estate of such employed of any moneys which the company shall have become liable to pay in respect thereof.
4. provided also that an amount equal to any salary or commission which but for the acts or defaults on which the claim shall be founded would have become payable by the insured to the employed in respect of which a claim is made hereunder or any other money which shall be due to such employed from the insured shall be deducted from the amount payable under this policy and that all moneys estate and effects of such employed in the hands or received or possessed by the insured and all sums which may be or may prior to the settlement of the claim become de from the insured to the employed and also all moneys or effects which shall come into the possession or power of the insured for or on account of such employed after discovery of any act on the part of such employed.

SECTION X (A & B): THIRD PARTY LIABILITY & EMPLOYEES COMPENSATION

1. 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 companys' written consent in respect of accidental death of or bodily injury to any person other than a Person under the Insureds' service and/or accidental damage to property caused by or through the fault or negligence of the insured or of any member of the insureds' family or household permanently residing with him whilst caused during the performance of any act in connection with the insureds' business but not exceeding in all for compensation and litigation expenses upto the limit of Rs. 25,000/-(rupees twenty five thousand) for any one accident or a series of accidents arising from any one event and for all accidents during any one period of insurance.
 - b) As compensation to his employee engaged in the insured premises under the Fatal Accident Act,1855, Workmens' Compensation Act 1923 or any

amendment thereto or common law in respect of death of or bodily injury to such employees arising out of and in the course of employment.

Special Exceptions :

The Company shall not be liable :

- i. Any compensation for death of or bodily injury to any member of Insured person's family, partners, directors, managerial staff, employees, contractors' employees, or damage to property belonging to or in the custody of or control of the Insured..
- ii. liability assumed by the insured by agreement unless such liability would have attached to the insured not withstanding 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 crafts of any kind.
- iv. Applicable excess 0.25% of liability limit (AOO limit) subject to minimum of Rs. 1,000/- and maximum of s. 1,00,000/- for Third Party Liability & in case of Employees Compensation Nil.

SECTION-XI: BUSINESS INTERRUPTION

This memorandum covers losses arising out of Business Interruption of the insured as a direct result of operation of perils covered under section-I, Building, Contents (excluding money & valuables) of the policy and is subject to admissibility of claim under Section-I. The amount payable shall be the sum produced under section IB (Contents) Or actual value of operating equipments, stock and all other contents at the time of loss.

The ration of number of full working days lost as a result of operation of insured perils to the total of working days during the indemnity period of next 12 months (365 days) resuming from the date interruption (date of operation of the perils).

It is hereby declared and agreed that notwithstanding anything to the contrary mentioned in this policy, the insurance granted under the policy is extended to cover losses arising out of interruption of business of the insured as a direct result of operation of the perils covered under section-I, subject to admissibility of claim under section-I and further subject to following terms and conditions:

1. a) **Business Interruption:** means the cessation of the normal commercial activity in which the insured is usually engaged on account of the operation of the perils insured under section -I of the policy.
b) **Indemnity period:** means the duration for which the insured has not been able to resume his usual business activity arising out of operation of the perils insured under section-I **but in no case shall this extend for a period greater than 365 days counted from the midnight of the date of loss.**
2. it is further declared and agreed that if during indemnity period any goods he sold elsewhere by the insured or by others on his behalf the amount equivalent to 35% (thirty five percent) of such sales be brought into account whilst computing the Companys' liability under this extension.
3. It is further declared and agreed that business interruption loss will also be payable in the event of such interruption being occasioned by the direct operation of the perils insured under section-I of the policy in relation to buildings in which the insured carried out his business activity but in which the insured has no insurable interest

4. The company shall not be liable for interruption losses consequential upon material damage to:
 - a) securities, obligations or documents of any kind, stamps, coins or paper-money, cheques, books of accounts of other business books, computer system records.
 - b) Manuscripts, plans, drawings or designs, patterns, models, moulds.
5. **The company shall not be liable for 7 days standard gross profit** and /or more specifically as stated in the policy schedule.
6. the company shall not be liable in so far as the interruption loss will be increased:-
 - a) by restrictions imposed by public authorities on the reconstruction or operation of the business.
 - b) Due to insureds' lack of sufficient capital for timely restoration or replacement of property, destroyed, damaged or lost.
7. The insurance by this policy shall cease if-
 - a) the business be wound up or carried on by a liquidator or receiver or permanently discontinued or.
 - b) The insureds' interest ceases otherwise than by death or
 - c) An alteration is made either in the business or in the premises or property therein whereby the risk of the underwriter is increased at any time after the commencement of this insurance, unless its continuation is admitted by memorandum signed by or on behalf of the company.
8. on the happening of any occurrence in consequence of which a claim is or may be made under this policy, the insured shall;-
 - a) forthwith give notice thereof to the company.
 - b) With due diligence do and concur in doing and permit to be done all things which may be reasonably practicable to minimize or check any interruption or interference with the business or to avoid or diminish the loss.
 - c) Not less than 30 (thirty) days after the expiry of the period of indemnity or within such further time as the company may in writing allow at his own expense deliver to the company in writing a statement setting forth particulars of his claim together with details of all other parts of it or consequential loss of any kind resulting therefrom.
 - d) At his own expense, produce or procure and give to the company such documents, proofs, information, explanations and other evidence as may reasonably be required by or on behalf of the company for the purpose of investigating or verifying the claim together with a declaration on oath or in other legal form of the truth of the claim and of any matter connected therewith.

No claim under this policy shall be payable unless the terms of this condition have been complied with and in the event of non compliance therewith in any respect any payment on account of the claim already made shall be repaid to the company forthwith.

GENERAL EXCEPTIONS

The Company shall not be liable in respect of-

- a. **Terrorism:** 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 sequence to the loss. Loss, damage cost or expenses of whatsoever nature directly or indirectly caused by resulting from or in connection with any action

taken in controlling, preventing, suppressing or in any way relating to action taken in respect of any act of terrorism unless otherwise specifically included.

(For the purpose of this exclusion an act of terrorism means an act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organization(s) or government(s) committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the Public or any section of the public in fear.

If the company alleges that by reason of this exclusion any loss , damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the insured.

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

- b. Loss or damage due to earthquake unless otherwise specifically included.
- c. .Excess applicable in the policy.
- d. .Accident arising due to carrying of illegal activity and or any kind of unlawful act. .Loss or damage or liability arising out of violation of any Rules and Regulations of the Govt. or Statutory authorities.
- e. Loss or Damage whether direct or indirect occasioned by happening through or arising from any consequence of war, Invasion, act of foreign enemy, hostilities (whether war be declared or not) Civil War, Rebellion, Revolution, Insurrection warlike operation , military or usurped power or Civil commotion or loot or pillage in connection therein.
- f. Loss or damage caused by depreciation or wear and tear.
- g. i) Loss or destruction of or damage to any property whatsoever or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss.
ii) any legal liability whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radiations of or contamination by radio activity from any nuclear fuel or from any nuclear waste or from combustion of nuclear fuel or from any nuclear weapons, materials..

Please examine the policy and see that it is prepared according to your instruction. If not it should be returned forthwith for rectification.

Date:

Authorised Signatory

For and on behalf of National Insurance Company Limited
Addresses of –

Customer Relationship Management Department

Regional Office:

Head Office: Pradip Building (7th Floor)

6A, Middleton Street

Kolkata-700071

Office of the Insurance Ombudsman