



## SHOPKEEPER'S UMBRELLA INSURANCE

WHEREAS THE INSURED name in the Schedule hereto has made to SHRIRAM GENERAL INSURANCE CO. LTD. (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 or DAMAGE 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 benefits specified & limited herein as the case may be, but not exceeding in any one period of insurance in respect of each of the several items specified herein the sum set opposite thereto respectively.

### GENERAL CONDITIONS

1. Notice: Every notice and communication to the Company required by this policy shall be in writing to the Office of the Company through which this insurance is effected.
2. Misdescription: This policy shall be void and all Premium paid hereon shall be forfeited to the Company in the event of misrepresentation, misdescription or non-disclosure of any material information.
3. Reasonable care: The Insured shall take all reasonable steps to safeguard the property insured against any loss or damage. The Insured shall exercise reasonable care that only competent employees are employed and shall take all reasonable precautions to prevent all accidents and shall comply with all statutory or other regulations.
4. Cancellation: The Company may at any time 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 scale of rates as per Fire Department provided no claim has been reported during policy period.

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 hereafter furnish to the Company at his own expenses detailed particulars of the amount of the loss or damage together with such explanations and evidence to substantiate the claim as the Company may reasonably require.
- (ii) If the Insured sustain any bodily injury in respect of which a claim is or may be made hereunder, prompt written notice thereof shall be given to the Company as soon as possible but in any event within Fourteen days of the date of injury. If the insured shall die, notice of death shall be given by the legal representatives forthwith. All certificates, information and evidence whether form a Medical Attendant or otherwise required by the Company shall be furnished at the expenses of the insured or his legal representative 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 obtained medical treatment, failing which the Company will not be liable for any consequence thereof.

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

7. Fraud: If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or device is used by the insured or any one acting on the Insured's behalf to obtain any benefit under this policy, all benefits under the Policy shall be forfeited.

8. Indemnity : The Company may at its option, reinstate, replace or repair the property or premises lost or damaged or any part thereof instead or paying the amount of loss or damaged 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 spend 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 by the Company thereon.

9. Average: (Applicable to Section Nos. I & II) if the property hereby insured shall at the time of any loss or damage be collectively of greater value than the sum insured thereon then the insured shall be considered as being his own Insurer for the difference and shall bear a ratable proportion of the loss or damage accordingly.

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 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."

11. Limitation : It is also hereby expressly agreed and declared that if the Company shall disclaim liability to the Insured for any claim herein under, 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. (a) loss, destruction of or damage to any property whatsoever or any loss or expenses whatsoever resulting or arising there from or any consequential loss. (b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from Ionising radiation of or contamination by radio activity from any nuclear weapons material.

## Coverage under the policy

### SECTION I – FURNITURE, FIXTURE & FITTINGS AND CONTENTS (Excluding Money and Valuables)

The Company will indemnify the Insured in respect of loss of or damage to the Contents/ furniture, fixture & fittings if owned by Insured 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), economizers 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 there from excluding those caused by pressure waves.

#### V. Riot, Strike, Malicious and terrorist 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)

COMPULSORY DEDUCTABLE (EXCESS)

- a) The first 5% of each & every claim subject to a minimum of Rs. 10,000/- in respect of each & every loss arising out of "Act of God Perils" such as lightning STFI, Earthquake, Subsidence & Landslide & Rockslide covered under the policy.
- b) The first Rs. 10,000/- for each & every loss arising out of other perils in respect of which insured is indemnified by this policy.

SPECIAL EXCEPTIONS

The Company shall not be liable in respect of:

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

SECTION II - BURGLARY/ HOUSEBRAKING/ Theft - CONTENTS

(Excluding Money & Valuable)

The Company will indemnify the Insured in respect of loss or damage to the contents whilst contained in the insured premises by Burglary and/or Housebreaking and/or Theft.

SPECIAL EXCEPTIONS

The Company shall not be liable in respect of:

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

### SECTION III - MONEY INSURANCE

The Company will indemnify the Insured in respect of

- a) Loss by accident of misfortune whilst the insured money is in his hands or in the hands of his employees in transit between any two places within a radius of fifteen miles from the insured premises.
- b) Loss of or damage to money and/or valuable 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 this cashier's till and/or counter in this Insured's premises during business hours consequent on or following assault and/or violence against the Insured or any employee of the Insured or any threat thereof, Burglary and/or Housebreaking provided always that such money are in the custody of a responsible employee entrusted with the work of handling cash. However the maximum loss payable will be equivalent to 10% of the sum insured applicable under the money section.

Provided always that:

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

### SPECIAL EXCEPTION

The Company shall not be liable in respect of:

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

#### SECTION IV - PERSONAL ACCIDENT

If at any time during the currency of this Policy, the Insured person 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 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.
- (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.

#### 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.
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.

4. 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 traveling 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.

#### SECTION V - FIDELITY GUARANTEE

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

- a) The loss shall have occurred in connection with his occupation and duties during the uninterrupted continuance of the employed and
- b) The liability of the Company in respect of any one person or all persons so employed and in respect of all losses in any one period of insurance is limited to the sum 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 arisen from one of the causes insured against.
2. The policy will not operate for losses not discovered within the period of Insurance or within six calendar months from the date of expiry of the policy (unless it is continuous renewal without break) or In the case of death, dismissal or retirement of the Employee with six calendar months of such death, dismissal or retirement whichever of these events shall first happen.
3. The Company shall not be called upon to pay more than one claim in respect of the acts of defaults of any 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 employee. Provided always and it is hereby declared that the Company shall not be liable for any act of default of such employee done or omitted to be done after the discovery by the insured on the part of such employees. All sums payable hereunder shall be payable at the Company's office and no sum payable under this Policy shall carry interest and the Company shall cease to be liable for any such sums unless claimed within one year after the same become due.
4. The Insured shall if and when required by the Company but at the expenses of the Company if a conviction be obtained use all diligence in prosecuting any of the employee to conviction for any act which such employee shall have committed and consequence of which a claim shall have been made under this Policy and shall at the Company's expense give all information and assistance to enable the Company to use for and obtain reimbursement by any such employed by reason of whose act of defaults a claim has been made or by the estate of such employed of any moneys which the Company shall have become liable to pay in respect thereof.
5. Provided also that an amount equal to any salary or commission which but for the acts of defaults on which the claim shall be founded would have become payable by the Insured to the employed in respect of which a claim is made hereunder or any other money which shall be due to such employed from the Insured shall be deducted from the amount payable under this Policy and that all moneys, estate and effects of such employed in hands of or received or possessed by the Insured and all sums which may be or may prior to the settlement of the claim become due from the Insured to the employed and also all moneys or effects which shall come into the possession or power of the insured for or on account of such employed after discovery of any act on the part of such employed.