

POLICY WORDING

YOUR POLICY IN DETAIL



BURGLARY INSURANCE POLICY - RETAIL

POLICY WORDINGS

BURGLARY INSURANCE POLICY

PREAMBLE

In consideration of the Insured, named in the Schedule hereto, having made a proposal and declaration, which shall be the basis of this Policy, and having paid appropriate premium, as mentioned in the Schedule hereto, to Edelweiss General Insurance Company Limited (hereinafter called the “Company”), the Company agrees, subject always to the terms, conditions, limitations and exclusions contained herein or endorsed or otherwise expressed hereon, that if the Property Insured under the Schedule hereto or any part of such Property Insured be destroyed or damaged, whilst on the Premises, by any of the perils, specified hereunder, during the Period of

Insurance, as specified in the Schedule hereto, or in any subsequent period in respect of which the Insured shall have paid and the Company shall have accepted the premium required for the Policy, the Company shall pay to the Insured the value of the Property Insured at the time of the happening of its destruction or the amount of such damage or at its option, reinstate or replace such Property Insured or any part thereof.

For the Purpose of this Policy, the following words or terms shall have the meaning ascribed to them wherever they appear in this Policy and/ or related Add-on Covers, and references to the singular or to the masculine shall include references to the plural and to the feminine, wherever the context so permits:

DEFINITIONS

The Company, Insurer, EGICL, We, Us or Our	means Edelweiss General Insurance Company Limited.
The Insured, You or Your	means the insured named in Schedule.
Accident	means sudden, unforeseen and involuntary event caused by external, visible and violent means.
Burglary/ Housebreaking	means the unforeseen and unauthorized entry to or exit from the Premises by aggressive and detectable means with the intent to steal Contents therefrom.
Business	means the business described in the Schedule to this Policy and no other.
Business Hours	means the normal trading hours or whilst the Insured or their authorized employees are on the Premises for the purposes of Business.
Claim	means a claim under an operative clause in respect of an insured event that has taken place.
Computers	means electronic data processing equipment including software programs.
Contents	<p>means the items belonging to the Insured or held in trust or on commission for which the Insured is responsible, described below:</p> <ol style="list-style-type: none"> 1) Furniture, furnishings, carpets, curtains and the like; 2) Machinery and plant, tools, instruments and utensils of trade, unaffixed or portable equipment, office equipment, safes, strong rooms; 3) Computers, all equipment connected to and operating from Computers, and all disks, tapes, cards or other materials used for storing data; 4) Advertising material and display equipment;

	<p>5) Where the Insured is a tenant on the Premises:</p> <p>a) Landlord’s fixtures and fittings for which the Insured is liable under the terms of a lease or similar agreement;</p> <p>b) Fixtures and fittings, or materials and supplies intended for use in the construction of fixtures and fittings, installed or to be installed for the Insured’s own use; but does not include the below mentioned items, unless specifically mentioned and accepted by Company:</p> <p>(i) Stock;</p> <p>(ii) Specified Items;</p> <p>(iii) Deeds, bonds, bills of exchange, promissory notes, bank notes, money or securities for money, ATM Cards, Credit Cards, monetary instruments, stamps, business books or documents, books of accounts, cheques, share certificates or tickets;</p> <p>(iv) Vehicles or trailers (including their accessories) registered or licensed to travel on a public road, including mobile plant and equipment, cars, sedans, panel vans and trucks, while in the Property Insured (watercraft, aircraft, locomotives or rolling stock, including their accessories);</p> <p>(v) Gold or Silver articles, watches, jewellery, precious stones, medals, coins, stamp collections, coin collections, curiosities, sculptures, manuscripts, rare books or documents of any kind;</p> <p>(vi) Cost of Software ,Plans, patterns, models, moulds, designs, specifications, blue prints, document of title to goods, contracts or other legal documents or documents of any other kind.</p>
Dacoity	Means dacoity, as defined under section 391 of the Indian Penal Code, 1860 and reads as When five or more persons conjointly commit or attempt to commit a robbery, or where the whole number of persons conjointly committing or attempting to commit a robbery, and persons present and aiding such commission or attempt, amount to five or more, every person so committing, attempting or aiding, is said to commit dacoity.
Documents	means written or printed deeds, wills, agreements, manuscripts, maps, plans, drawings, records, computer data, designs, books of account, books, letters, certificates, documents or forms of any nature whatsoever (excluding any bearer bonds or coupons, bank or currency notes, other negotiable instruments, book debts), all belonging to the Insured, or in its/ their custody, or for which the Insured is responsible or has assumed a responsibility to insure.
Endorsement	means any written amendment to Your Policy, which We have made either by way of Your request or by a change in Your circumstances.
Employees	means any person with whom the Insured has entered into a contract of service.
Excess or deductible	means the sum shown in the Schedule to this Policy or an endorsement to this Policy (if any), which any loss or claim must exceed before the Company becomes liable under this Policy; and which sum the Company will not be liable to pay in respect of each claim. For each Individual Claim made under the Policy ,excess will apply for each such individual occurrence.
Hold Up	means forcible removal by actual or threatened violence against Insured and/or insured's family and/or Employee(s) of the Insured.
Intrinsic Value	means reinstatement value of Property Insured or Contents less due allowance for betterment, wear and tear and/or depreciation.
Limit of Indemnity	means the amount stated in the Schedule hereto, which shall be the Company’s maximum liability under this Policy (regardless of the total number or amount of claims made) for any one claim or in the aggregate for all claims during the Period of Insurance for each category of contents specified in the Schedule and at all times subject to clause 5 below.
Market Value	means replacement value of insured property or item as New at the time of Damage or Loss less due allowance for betterment, wear, and tear and/or depreciation on the date of loss excluding the cost of land.

Money	means cash, currency coins, bank and currency notes, cheques, postal order, current postage stamps, which are not part of a collection and luncheon voucher.
Occupancy	means the activity carried out in the Property Insured stated in the Schedule and / or the purpose for which the same is used.
Period of Insurance	means the period during which cover is provided by this Policy, as specified in the Schedule.
Policy	means the Proposal, the Schedule, this Policy document and any endorsement attaching to or forming part thereof, either at inception or during the Period Of Insurance.
Premises	means the buildings at the situation, including outbuildings (but excluding any garden, yard, open verandah or other fixed attachments) and fixed accessories thereof.
Pre-Existing Disease	means any condition, ailment or injury or related condition(s) for which there were signs or symptoms, and / or were diagnosed, and / or for which medical advice / treatment was received within 48 months prior to the first policy issued by the insurer and renewed continuously thereafter.
Proposal	means any signed proposal, post filling up the questionnaires and declarations, written statements and any information, in addition thereto, supplied to the Company by the Insured or on Insured's behalf.
Property Insured	means Contents, Specified Items, Stock and such other items specified in the Schedule.
Property Damage	means actual, sudden and accidental physical damage to the Property Insured, caused by the perils covered under the Policy.
Reinstatement Value	means the cost which would be incurred to replace the Property Insured at the Premises with new items of similar kind and quality at any time during the Period of Insurance.
Robbery	means the theft of Contents at the Premises using unforeseen, aggressive and violent means against the Insured and/or insured's family and/or Employee(s) of the Insured.
Safe	means <ul style="list-style-type: none"> • a strong cabinet situated within the Premises and designed for safe and secure storage of Valuables, including Money, and • to which, access is restricted. But excludes cash boxes, irrespective of there being a provision of lock.
Strongroom	means <ul style="list-style-type: none"> • a room situated within the Premises and designed for secure storage of Money, and • to which, access is restricted.
Schedule	means the latest Schedule issued by the Company as part of the Policy. It provides details of the Insured's Policy including full description of Property Insured, which are in force and the Period of Insurance against the Property Insured. Whenever, the Insured requests for any modification or change in the cover, the same will be communicated by way of an endorsement, subject to payment of premium by the Insured, as demanded by the Insurer for such change in cover.
Situation /Risk Location	means the situation(s)/Risk Location (s) shown in the Schedule.
Sum Insured	means the monetary amount shown against Property Insured.
Specified Items	means property specifically described in the Schedule under Specified Items.
Stock	means the items belonging to the Insured or for which the Insured is responsible described below: <ol style="list-style-type: none"> 1) Merchandise or materials of trade manufactured, unmanufactured or in the course of manufacture; 2) Materials used in making and packing; 3) Consignment stock; 4) Goods held in trust or on commission; 5) Pallets and containers;

	6) Consumable materials used in the operation of machinery; but does not include: 1) Contents; 2) Specified Items; 3) Money.
Theft	means the misappropriation of Contents by any person with the intention of permanently depriving the Insured and/or insured's family and/or Employee(s) of the Insured of such contents and does not include larceny, pilferage and the like.
Valuables	Means gold or silver or any precious metals or articles made from any precious metals; watches or jewellery or precious stones or models or coins or curios, sculptures, manuscripts, stamps, collections of stamps, rare books, medals, moulds, designs or any other collectibles; deeds, ATM cards, credit cards, charge cards, bonds, bills of exchange, bank notes, treasury or promissory notes, cheques, money, securities, or any other negotiable instrument.

A. Scope of Cover

The Company hereby agrees, subject to the terms, conditions and exclusions herein contained, endorsed or otherwise expressed hereon, to indemnify the Insured to the extent of the Sum Insured, as defined in the Schedule, for:

- a. The Property Insured or any part thereof that is lost, destroyed or damaged by Burglary or Housebreaking or Robbery or Dacoity or Hold-up; and
- b. Damage caused to the Premises, resulting from Burglary or Housebreaking or Robbery or Dacoity or Hold-up attempt therein at any time during the Period of Insurance, subject to 10% of the Sum Insured for all Risk Locations.

Provided always that the liability of the Company shall in no case exceed the Sum Insured, stated against each item of Property Insured or total Sum Insured, as stated in the Schedule hereto.

B. Additional Benefits Automatically Provided Under This Policy

1. Injury during Burglary and/or Housebreaking

It is hereby agreed and declared that this Policy shall also cover injuries suffered by the Insured due to an incident of burglary or housebreaking (an actual forcible and violent entry to or exit from the Premises by the person or persons committing theft) and such injury is the sole cause of :

1.1 Death

We will pay the Sum Insured if the Insured and/or insured's family and/or Employee(s) of the Insured dies solely and directly due to an incident of burglary or housebreaking which occurs during the Period of Insurance, provided that the death occurs within 12 months from the date of that incident.

1.2 Permanent Total Disablement (PTD)

We will pay the Sum Insured if the Insured and/or insured's family and/or Employee(s) of the Insured suffers Permanent Total Disablement, of the nature specified below, solely and directly due to an accident which occurs during the Period of Insurance, provided that the Permanent Total Disablement occurs within 12 months from the date of that accident:

- a. Loss of sight of both eyes or physical separation/ loss or loss of use of two entire hands or two entire feet or loss of one entire hand and loss of one entire foot or loss of sight of one eye and such physical separation/ loss of use of one entire hand or one entire foot;
- b. Physical separation/ loss of use of two hands or two feet or of one hand and one foot or loss of sight of one eye and loss of use of one hand or one foot;
- c. If such injury shall, as a direct consequence thereof, permanently, and totally, disable the Insured and/or insured's family and/or Employee(s) of the Insured from engaging in any employment or occupation of any description whatsoever.

The Company will, in respect of such death / Permanent Total disability (Point no 1.1 and Point no 1.2) , pay to (i) the Insured or his or her legal representative, an amount of INR 1,000,000/- or Sum Insured, whichever is lower, in respect of any one person and (ii) INR 1,000,000/- in the aggregate or Sum insured, whichever is lower, for any one insured event.

However, no amount will be payable in respect of:

- a. Death, attributable to, or consequent upon, or accelerated by; or
- b. Disablement, aggravated by, attributable to, or consequent upon

Any pre-existing physical defect or injury.

In case of insured being an entity, the owners, partners, proprietors or directors of Insured entity shall be covered.

2. Clothing and Personal Effects

It is hereby agreed and declared that this Policy cover loss of clothing and personal effects (excluding money), not otherwise insured, belonging to the owners, partners, proprietors or directors of Insured's business, due to an insured event upto an amount not exceeding ₹50,000/- in respect of any one event and in aggregate of all occurrences during the Period of Insurance.

3. Money

It is hereby agreed and declared that this Policy covers loss of money stolen from a securely locked safe or strong room on Insured Premises arising out of an insured peril up to an amount not exceeding ₹50,000/- in respect of any one event.

For the purposes of this clause, Money means currency coins, bank notes, currency notes, cheques, credit card sales vouchers, negotiable securities, postal orders, money orders, and unused postage stamps that are not part of a collection. Further, for the purposes of this clause, Money stolen from a Securely Locked Safe or Strong room means Money in a securely locked safe or securely locked strong room on the Premises, provided that the key and details of the combination are removed from the premises whilst closed for business.

4. Damage to Safe and/or Strong Room

If the Sum Insured under this Policy has not been exhausted, the Policy will indemnify up to the balance of the Sum Insured but not more than ₹1,00,000 in respect of any one event, for damage (other than breakage of glass) to the premises due to due to an Insured peril. In the event of such damage, the Company will:

- a. at its option, pay for or repair or make good the damage for which Insured are responsible;
- b. Indemnify the Insured in respect of the cost of temporary protection reasonably necessary for the safety and protection of the property insured, pending repair of the damaged premises.

5. Seasonal Increase or Festive Increase

The Sum Insured for Stock is increased by ten percent (10%) or ₹ 10,00,000, whichever is lesser, during the belowmentioned Season/Festival,

1. New Year: which shall be calculated as being from 30 days immediately prior to New Year (i.e 1st January) and 10 days immediately thereafter; and
2. Diwali: 30 days immediately prior to notified date of Diwali and 10 days immediately thereafter, as may be claimed for by the Insured.

Provided that this Extension of Cover will not extend beyond the Period of Insurance, as shown in the Schedule.

6. Bank and Public Holiday Extension

The Sum Insured under the Policy shall stand automatically increased by 10% or ₹10,00,000, whichever is lesser, on days that are gazette public holidays or bank holidays. This increase in the Sum Insured shall apply until closure of banking hours on the next business day following such gazette public holiday or bank holiday.

Provided that this Extension of Cover will not extend beyond the Period of Insurance, as shown in the Schedule.

Deductible

As has been specified in the Schedule.

GENERAL EXCLUSIONS

a. This Policy does not cover the following unless specially mentioned in the Schedule and expressly insured by the Policy

1. The amount of the Excess specified in the Schedule ascertained after the application of all other terms and conditions of this Policy including any condition of average (under-insurance).
2. Gold or Silver articles, watches, any precious metals, articles made from any precious metals, jewellery, precious stones, medals, coins, stamp collections, coin collections, curios, sculptures, manuscripts, rare books or documents of any kind
3. Deeds, bonds, bills of exchange, treasury or promissory notes, bank notes, money or securities for money, ATM cards, credit cards, charge cards, monetary instruments, stamps, business books or documents, books of accounts, cheques, share certificates, tickets, stamps, plans, patterns, models, moulds, designs, specifications, blue prints, document of title to goods, contracts or other legal documents or documents of any other kind.
4. Loss or damage which is recoverable under Fire, Plate Glass, Neon Sign, Marine Cargo Insurance Policy or any other Policy under which such coverage is has been obtained by the insured.
5. Loss or damage where any inmate or member of the Insured's household or of his business staff or any other person lawfully in the premises is concerned in the actual theft of or damage to any of the articles or premises or where such loss or damage has been expedited or in any way assisted or brought about by any such person or persons.
6. Loss or damage caused by wear and tear or gradual deterioration.
7. Loss or damage occasioned by loot, sack, spillage or pilferage
8. Consequential loss or damage of any kind
9. Unexplained losses, shortages due to error or omissions, losses discovered when making an inventory or a periodic stock taking or

loss resulting from the Insured's voluntarily parting with title or possession of any property or induced to do so by deception

10. Theft or attempted theft from yards, gardens, open spaces or out-buildings unless the contents thereof are specifically insured by the Policy

11. Loss damage or consequential loss directly or indirectly caused by, consisting of, or arising from:

(i) Any functioning or malfunctioning of the internet or similar facility, or of any intranet or private network or similar facility.

(ii) Any corruption, destruction, distortion, erasure or other loss or damage to data, software or and kind of programming or instruction set.

(iii) loss of use or functionality whether partial or entire of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic, and any ensuing liability or failure of the Insured to conduct business.

12. Loss or damage which either in origin or extent or directly or indirectly proximately or remotely, occasioned by or contributed to by, arise out of or in connection with earthquake, volcanic eruption, typhoon hurricane, tornado, cyclone, or other convulsion of nature or atmosphere disturbance, or war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), mutiny, riot and strike, civil commotion, insurrection, rebellion, revolution, conspiracy, military naval or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.

Any loss or damage happening during the existence of abnormal conditions (whether physical or otherwise), directly or indirectly, proximately or remotely, occasioned by or contributed to by or arising out of or in connection with any of the said occurrences shall be deemed to be loss or damage which is not covered by this insurance, except to the extent that the Insured shall prove that such loss or damage happened independently of the existence of such abnormal conditions. In any action, suit or other proceedings, where the Company alleges that by reason of the provisions of this condition any loss or damage is not covered by this insurance, the burden of proving the contrary shall be upon the Insured.

13. Permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority

14. Loss of money and/or other property 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 thereof.

15. Loss of or damage to any property insured under this Policy due to any misfeasance, malfeasance or nonfeasance or breach of trust in relation thereto by the Insured.

16. (i) Any loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss and any legal liability of whatsoever nature directly or indirectly, caused by or contributed to by, or arising from ionizing radiation or contamination by radioactivity from any source whatsoever.

ii) Any accident, loss, destruction, damage or Legal Liability, directly or indirectly, caused by or contributed to by or arising from Nuclear weapons material

17. Terrorism Damage Exclusion Warranty: This Policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

This exclusion also includes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the above.

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

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

18. Loss, destruction or damage to Land, Livestock, Blood stock, Agricultural risks, Growing crops, or Trees

This Policy shall cease to be in effect and shall be rendered null & void

1. If the Premises shall have been left uninhabited through day and night for a consecutive stretch of fourteen or more days and nights.
2. If the Insured shall cause (i) any material alteration to be made in the Premises and/or (ii) anything to be done whereby the risk is increased and/or (iii) change or relax any of the safeguards for securing the Premises.
3. For any Property Insured, which shall be removed from the Premises, during the Period of Insurance, in which it is stated to be safe, as per the Schedule hereto, in so far as is expressly provided for in the Policy or these conditions.
4. For any Property Insured, in which the insurable interest has passed on from the Insured, otherwise than by will or operation of law, unless, in every case, consent of the Company, towards continuance of the coverage, is obtained and signified by a memorandum made on the Policy by or on behalf of the Company.

GENERAL CONDITIONS

1. Notices and Alterations to the Policy

Every notice and communication to the Company required by this Policy shall be in writing and be addressed to the nearest office of the Company and the acknowledgement of service shall be obtained from the Company. No change or alteration shall be valid or effective unless approved in writing by the Company, which approval shall be evidenced by a written endorsement signed and stamped by the Company. No receipt for renewal premium is valid except on the official form issued by the Company and no endorsement on this Policy or alteration in the terms thereof is valid unless countersigned by an authorized official of the Company or by an agent acting under Power of Attorney from the Company. On renewal, the Policy could be subject to certain changes in terms and conditions including change in premium rate.

2. Duty of Disclosure

This Policy shall be void and all premiums paid hereon shall be forfeited to the Company in the event of misrepresentation, mis-description or non-disclosure of any material fact in the proposal form, personal statement, declaration and connected documents, or any material information having been withheld.

3. Reasonable Care

The Insured shall take all ordinary and reasonable precautions for the safety of the property insured, and shall as far as practicable make use of all locks, bolts, fastenings and other means of securing any safes, strong-rooms and premises which such property is contained therein. If the property insured shall include items pertaining to a

business or profession, the Insured shall keep complete and accurate books of account, and in relation to any merchandise, stock-in-trade or property of a similar nature, the Insured shall keep a complete and accurate record of all business purchases, sales and deliveries in and out of the premises, and such record shall be regularly entered up as soon as such purchases sales or deliveries shall have taken place

4. Basis of Sum Insured

The Sum Insured under Policy would be fixed on current market prices for stocks. For Coins and Currency Notes on Actual Basis, other items such as furniture, fixture, equipment's, etc., it can be fixed either on Market Value (i.e. new replacement cost less depreciation) or on Reinstatement Value basis.

5. Average

The Insurance under this Policy (except as regards damage done to the Premises as stated in the Schedule) is subject to the following condition of Average.

1. When the Sum Insured is on a full value basis

If the property insured under this Policy shall at time of Loss be collectively of greater value than the Sum Insured thereon, then Insured will be considered as being his own Insurer for the difference and shall bear a rateable proportion of loss accordingly. Every item more than one in the Policy, shall be separately subject to this condition.

2. When the Sum Insured is on a first loss basis

If the property insured under this Policy shall at time of loss be collectively of greater value than the total value declared by Insured then Insured shall be considered as his own Insurer for the difference and accordingly Insured's liability is restricted to same proportion of the loss as the declared total value bears to the actual total value found out at the time of loss.

6. Contribution

If at the time of happening of any loss or damage covered by this Policy there shall be existing any other insurance of any nature whatsoever covering the same, whether effected by the Insured or not, then the Company shall not be liable to pay or contribute more than its ratable proportion of any loss or damage.

7. 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 Insured's indemnification by the Company.

8. 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 and rights under the Policy shall be forfeited.

9. Cancellation

This Insurance may be terminated at any time at the request of the Insured, in which case the company will retain the premium at customary short period rate for the time Policy has been in force. This

insurance may also at any time be terminated at the option of the company on the grounds of mis- representation, fraud, non-disclosure of material facts or non- cooperation on 15 days' notice to that effect being given to the Insured, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation

Refund, if any, shall be subject to the retention of minimum premium of ₹250/ +Taxes

Short Period Scale

For a period not exceeding	15 days	10% of the Annual rate
-do-	1 month	15% of the Annual rate
-do-	2 months	30% of the Annual rate
-do-	3 months	40% of the Annual rate
-do-	4 months	50% of the Annual rate
-do-	5 months	60% of the Annual rate
-do-	6 months	70% of the Annual rate
-do-	7 months	75% of the Annual rate
-do-	8 months	80% of the Annual rate
-do-	9 months	85% of the Annual rate
For a period exceeding	9 months	The full Annual rate

10. Arbitration and disclaimer

If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties thereto 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 dispute or difference 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 the award by such arbitrator/ arbitrators 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 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. Reinstatement and Repair

The Company at any time before payment of a claim and notwithstanding that an offer of settlement has been made instead of paying the amount of the loss or damage in respect of any property or the premises may make it good by reinstating or replacing any of the property stolen or repairing the premises damaged or such items or part thereof as the Company may think fit and paying the amount of the loss or damage in respect of the residue of such property or premises. Provided that if the Company elects to replace any property or reinstate any premises the Company in making good the loss or damage shall not be bound to replace or reinstate such property or premises exactly and completely but only to do so substantially as nearly as circumstances permit and in a reasonably sufficient manner. In case where any of the property or premises are insured elsewhere the Company may join with any other insurance company or insurers in replacing or reinstating the same.

12. Book-Keeping Warranty

Warranted that the Insured keeps and during the whole of the currency of this Policy shall keep a complete set of Books, Accounts and Stock Sheets or Stock Books showing a true and accurate record of all business transactions, and Stock in hand, and that such Books,

Accounts and Stock Sheets or Stock Books shall be locked in a fire-proof safe or removed to another building at night and at all times when the premises are not actually open for business. This Warranty applies separately to each and every business or branch business. Transfers of goods from one premise to another shall be a business transaction within the meaning of this Warranty. It is further warranted that the said safe shall not contain explosives or other hazardous commodities.

13. Damage Entry Warranty

For a claim to lie under this warranty, there shall be actual visible damage caused to the premises or part thereof or connected with violent and forcible entry in the premises.

14. Protection

It is a condition precedent to liability under this Policy that:-

- a. all protections in force at the premises at the inception of the cover or subsequently as stipulated by or agreed by the Company shall be in full operation securing the premises, whether the premises are closed for business or left unattended.
- b. any keys for the premises and /or intruder alarm systems or safes and /or strong rooms and /or any other secured area or device in which insured property is kept are removed from the premises whenever the premises are closed for business or left unattended.
- c. the Insured maintains the secrecy of codes for the Intruder Alarm Installation to authorized persons and no details of the same are left in the insured premises.
- d. It is warranted that adequate protection to the doors, windows and all other such openings in the premises are properly maintained during the currency of the Policy.

15. Occupation of premises

The Company may at any time after the occurrence of damage to the property insured enter upon the premises and take and keep possession of the property concerned and deal with the salvage and this Policy shall be proof of leave and license for such purpose, and if the Insured or anyone acting on his behalf shall obstruct or prevent the Company from so doing, all benefit under this Policy shall be forfeited.

Upon payment of any claim for loss under this Policy, the property in respect of which the payment is made shall belong to the Company.

No property may be abandoned to the Company.

16. Claims Procedure

1. On the happening of any loss or damage the Insured shall give immediate notice thereof to the Company and shall within 15 days after the loss or damage, or such further time as the Company may in writing allow in that behalf, deliver to the Company

a) A claim in writing for the loss or damage containing as particular an account as may be reasonably practicable of all the several articles or items or property damaged or destroyed, and of the amount of the loss or damage thereto respectively, having regard to their value at the time of the loss or damage not including profit of any kind.

b) Particulars of all other insurances, if any
 The Insured shall also at all times at his own expense produce, procure and give to the Company all such further particulars, plans, specification books, vouchers, invoices, duplicates or copies thereof, documents, investigation reports (internal/external), proofs and information with respect to the claim and the origin and cause of the loss and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of the liability of the Company as may be reasonably required by or on behalf of the Company together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

No claim under this Policy shall be payable unless the terms of this condition have been complied with to the satisfaction of the Company.

2. In no case whatsoever shall the Company be liable for any loss or damage after the expiration of 12 months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration; it being expressly agreed and declared that if the Company shall disclaim liability for any claim hereunder and such claim shall not within 12 calendar months from the date of the 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.

17. Prosecution

The Insured upon becoming aware of any loss or damage in respect of which a claim is or may be made shall take all practicable steps to discover the person by whom the property was stolen or the premises damaged and to prosecute and obtain the conviction of such person for the offence and to trace and recover any property stolen.

18. Observance of Terms and Conditions

The due observance of the terms of this Policy by the Insured insofar as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the said proposal and declaration shall be conditions precedent to any liability of the Company to make any payment under this Policy. If there shall be any mis-statement in or omissions of a material fact from the information supplied by the Insured whether by the said proposal and declaration or otherwise, this Policy shall be null and void and any premium paid thereon shall be forfeited. No transfer in the interest in this Policy and no waiver of alterations to or change in the terms of this Policy shall be valid unless made in writing and signed by the Company.



BURGLARY INSURANCE POLICY ENDORSEMENT WORDINGS

1. Agreed Bank Clause

All policies in which a Bank/Financial Institution has interest shall be issued in the name of Bank/Financial Institution and owner or mortgagor and shall contain a suitable clause to protect their interest. A specimen copy of the Clause is given hereunder.

"It is hereby declared and agreed:-

That upon any monies becoming payable under this policy the same shall be paid by the Company to the Bank and such part of any monies so paid as may relate to the interests of other parties insured hereunder shall be received by the Bank as Agents for such other parties.

That the receipts of the Bank shall be complete discharge of the Company therefor and shall be binding on all the parties insured hereunder.

N.B: The Bank shall mean the first named Financial Institution/ Bank named in the policy.

That if and whenever any notice shall be required to be given or other communication shall be required to be made by the Company to the insured or any of them in any manner arising under or in connection with this policy such notice or other communication shall be deemed to have been sufficiently given or made if given or made to the Bank. That any adjustment, settlement, compromise or reference to arbitration in connection with any dispute between the Company and the insured or any of them arising under or in connection with this policy if made by the Bank shall be valid and binding on all parties insured hereunder but not so as to impair rights of the Bank to recover the full amount of any claim it may have on other parties insured hereunder. That this insurance so far only as it relates to the interest of the Bank therein shall not cease to attach to any of the insured property by reason of operation of condition 3 of the Policy except where a breach of the condition has been committed by the Bank or its duly authorized agents or servants and this insurance shall not be invalidated by any act or omission on the part of any other party insured hereunder whereby the risk is increased or by anything being done to upon or any building hereby insured or any building in which the goods insured under the policy are stored without the knowledge of the Bank provided always that the Bank shall notify the Company of any change of ownership or alterations or increase of hazards not permitted by this insurance as soon as the same shall come to its knowledge and shall on demand pay to the Company necessary additional premium from the time when such increase of risks first took place and

It is further agreed that whenever the Company shall pay the Bank any sum in respect of loss or damage under this policy and shall claim that as to the Mortgagor or owner no liability therefore existed, the Company shall become legally subrogated to all the rights of the Bank to the extent of such payments but not so as to impair the right of the Bank to recover the full amount of any claim it may have on such Mortgagor or Owner or any other party or parties insured

hereunder or from any securities or funds available.

N.B: In cases where the name of any Central Government or State Government owned and / or sponsored Industrial Financing or Rehabilitation Financing Corporations and /or Unit Trust of India or General Insurance Corporation of India and/or its subsidiaries or LIC of India/ any Financial Institution is included in the title of the Burglary and Housebreaking Insurance Policy as mortgagees, the above Agreed Bank Clause may be incorporated in the Policy substituting the name of such institution in place of the word 'Bank' in the said clause.

2. Appraisalment Cover

Subject to the terms, conditions, exclusions and limitations under this Policy and with appropriate additional premium amount having been paid by the Insured, if the aggregate claim for any one loss or destruction or damage does not exceed as stated in the Schedule by the Item or Items affected no special inventory or appraisalment of the undamaged property shall be required.

3. Capital Addition Cover

It is hereby understood and agreed, subject to the terms, conditions, limitations and exclusions of the Policy, and endorsed hereon, subject to the Insured having paid the additional premium amount, that this Policy extends to cover alterations, additions and improvements, but not appreciation in value in excess of the limit of liability, made to the Property Insured for an amount not exceeding as specified in Policy Schedule, provided that the Insured undertakes to advise the Company, in writing, each quarter of such alterations, additions and improvements.

4. Claim Preparation Cover

Subject to the terms, conditions, exclusions and limitations under this Policy, it is hereby declared and agreed that, notwithstanding anything to the contrary contained in this Policy and subject to the Insured having paid appropriate additional premium amount, the Company shall indemnify the Insured for reasonable and necessary claim preparation costs, which the Insured incurs, solely at the Company's request, for determination of the extent of loss or damage prior to the Company conducting final adjustment of the claim; provided that any loss is assessed to be payable under this Policy. The Company shall, however, not be liable to pay for the services of attorneys or public adjusters appointed by the Insured.

5. Coinsurance Clause

I. It is hereby declared and agreed that insurers named hereunder severally agree and accept the following for the proportion set against its name:

- In event of any claim being admissible by the insurer towards the liability, to pay or make good to the insured the value of the property at the time of the happening of its loss or destruction or the amount of such damage thereto as provided for under the policy and/or
- To indemnify the insured against liability at law or damage to any property or injuries to persons as provided for under the policy.

II. Co-insurance Schedule:

Sr. No.	Name of the Insurer	Share (%)
	(Lead Insurer)	
	(Co-insurer)	
	(Co-insurer)	
	(Co-insurer)	
	(Co-insurer)	

III. Conditions forming part of this clause

It is hereby agreed and understood that:

- The Insured in exercise of his option has after having understood the implications, selected the above named lead Insurer and the named Co-insurers vide sr. Nos. of the co-Insurance schedule as in point no. 2 under the policy.
- The duties of insured would devolve upon the authorized intermediary licensed by IRDA (referred to as authorized representative here after) where the insured appoints such authorized intermediary to transact on his behalf with the insurer/s.
- It shall be the responsibility of the insured or his authorized representative licensed by IRDA to decide on the panel of co-insurers and their respective shares of the risk herein as set out in co-insurance share under paragraph 2 above and communicate the same to all such participating co-insurers, prior to assumption of risk.
- The lead Insurer shall finalize the terms and conditions applicable to the risk in the form of an underwriting slip with a unique code to be handed over to the Insured/Authorized intermediary.
- It shall be the responsibility of the insured or his authorized representative to ensure that all insurers listed in the co-insurance schedule under paragraph 2 above, are fully aware of the terms and conditions of this policy and shall secure their unqualified acceptance of such terms and conditions prior to issuance of cover and inclusion of names of insurers in this co-insurance arrangement.
- During the currency of the policy, if there are any material changes in risk or as changes in original terms and conditions such as variation in Sum Insured, changes in premium charged, extension of policy period, etc., the same shall be communicated by the insured or his authorized representative giving sufficient advance notice of 7 days to the leader as well as all other participating co-insurers listed in the co-insurance schedule under paragraph 2 above and procure confirmation thereon. The endorsement to this effect shall be executed by the lead insurer under advice to all other participating co-insurers.
- The liability of the insurers shall in no case exceed in respect of each item of the sum expressed in the set schedule to be insured thereon or in the all, the total sum insured hereby or sums as may be substituted thereof by endorsement.
- In the event of any of the insurers, chosen by the Insured as per paragraph 3.1 above and listed in the co-insurance schedule, withdrawing from participation in this Policy at any time during its currency after giving due notice of 14 days, the insured shall arrange for an alternative insurer to take up the full share of risk vacated by the existing insurer. In the event of insured failing to do so, the

insured shall be considered as his own insurer for such share of risk or part there of which is not taken up by such alternative co-insurer.

- In the event of a claim under this policy, the insured shall give notice of its occurrence to the Lead Insurer with a copy to all the insurers as listed in clause 2 above.
- Upon receipt of such notification of claim, all claim related activities including appointment of surveyors, etc shall be done by the lead insurer who shall decide the admissibility as well as quantum of the claim and the co-insurers shall abide by the same.
- In the event of any claim being value of more than 5 crores the lead insurer can immediately demand and the following co-insurer shall pay the cash call of their proportionate share of loss.
- In all other cases, where the Lead Insurer pays 100% of the assessed loss, the following co-insurer/s shall remit their share of the loss to the Lead Insurers within a maximum period of 21 days from the date on which the Lead Insurer makes the demand.
- Lead Insurer’s declaration that the Claim and the amount there of was in accordance with terms and conditions of the Policy issued shall be considered sufficient by the co-insurers for the purpose of remitting their share of the loss to the Lead Insurer.
- The co-insurers forming part of this agreement shall be entitled to demand and obtain from the Lead Insurer/Intermediaries copies of all policies, endorsements or other claim related documents relevant to this co-insurance clause.
- In witness, whereof, this policy has been signed by ----- General Insurance Company (Lead Insurer) for itself and as authorized agents for other participating insurers named herein.
- Subject otherwise to the terms, exceptions, conditions and limitations of this policy.

6. Contract Price Clause

It is agreed that in respect only of goods sold but not delivered, for which the Insured is responsible, and with regard to which, under the conditions of sale, the sale contract is, by reason of loss or damage to the above mentioned goods, cancelled, either wholly or to the extent of the loss or damage, the liability of the Company shall be based on the contract price and for the purpose of average, the value of all goods to which this clause would, in the event of loss or damage, be applicable, shall be ascertained on the same basis.

7. Cost of Re-writing Records Cover

In consideration of the additional premium amount of ₹..... having been paid by the Insured and notwithstanding anything to the contrary contained in this Policy, it is hereby understood and agreed that this Policy stands extended to cover the costs necessarily and reasonably incurred in rewriting or redrawing plans of specifications of contract works insured hereunder, when such plans or specifications are lost or damaged by any causes, not excluded under the Policy and the Insured needs to have them redrawn or rewritten, in order to complete the project or to enable to be made for works already carried out.

The liability of the Company shall not exceed, in the aggregate during the Period of Insurance, the limit of liability set forth in the Schedule.

The aforementioned provisions shall be subject to the terms, exclusions, conditions and limitations of this Policy.

8. Declaration Clause

a) In consideration of the premium by this policy being provisional in that it is subject to adjustment on expiry of each period of insurance.

“The Insured agrees to declare to the Company in writing the value of his stocks (other than retail) less any amount insured by Policies other than declaration policies, in each separate building or non-communicating compartment or in the open on the following basis namely 1] average of the values at risk on each day of the month or 2] the highest value at risk during the month and to make such declaration(s) latest by the last day of the succeeding month. Such declaration(s) shall be signed by the Insured or by a responsible person authorised to sign on his behalf.

If other policies on declaration basis cover the stocks hereby insured, the declarations shall be made so as to apportion to each policy a share of the value of the stocks insured under such declaration policies, PRO RATA to the respective amounts named in the policies.

In the event of a declaration not being made latest by the last day of the succeeding month, then the insured shall be deemed to have declared the Sum Insured hereby as the value at risk.

On the expiry of each period of insurance the premium shall be calculated on the average Sum Insured namely, the total of the values declared or deemed to have been declared divided by the number of declarations deemed to have been made.

If the resultant premium is less than the provisional premium, the difference shall be repaid to the Insured but such repayment shall not exceed 50% of the provisional premium.

Further it is hereby agreed and understood that no reduction in sum insured shall be allowed during the currency of the policy

b) The basis of value for declarations shall be the market value and any loss hereunder shall be settled on the basis of the Market Value immediately anterior to the loss.

c) If at the time of any loss, there be any subsisting insurance or insurances on other than a declaration basis, whether effected by the Insured or by any other person or persons, covering the stocks hereby insured, this policy shall apply only to the excess of the value of such stocks at the time of the loss over the Sum Insured by such other insurance or insurances, and this Company shall not be liable to pay or contribute more than that proportion of such loss which such excess (or, if there be other declaration insurances covering the same stocks, a ratable proportion of such excess) but not exceeding the Sum Insured hereby, bears to the total value of the stocks.

d) If after the occurrence of a loss it is found that the amount of the last declaration previous to the loss is less than the amount that ought to have been declared, then the amount which would have been recoverable by the Insured shall be reduced in such proportion as the amount of the said last declaration bears to the amount that ought to have been declared.

e) Notwithstanding the occurrence of loss it is understood that the Sum Insured will be maintained at all times during the currency of the policy and the Insured therefore undertakes to pay extra premium on the amount of any loss pro rata from the date of such loss to the

expiry of the period of insurance, the premium being calculated at the rate applicable to the stocks destroyed and such extra premium shall not be taken into account in, and shall be distinct from, the final adjustment of premium.

f) In event of this policy being cancelled by the Insured during its currency (whether stocks exist or not) the premium to be retained by the Company shall be the appropriate short period premium calculated on the average amount insured upto the date of cancellation, or 50% of the provisional premium whichever is greater. Notwithstanding the above, if the policy is cancelled by the insured after a loss has occurred, the premium to be retained by the company shall be the PRO RATA proportion of the premium calculated on the average amount insured upto the date of cancellation plus the PRO RATA proportion of the premium from the date of loss to the expiry of the period of insurance on the amount of loss paid, or 50% of the provisional premium whichever is greater.

g) The maximum liability of the Company shall not exceed the Sum Insured hereby and premium shall not be receivable on value in excess thereof. The Sum Insured may, however, be increased by prior agreement with the Company in which event the new Sum Insured and the date from which it is effective will be recorded on the policy by endorsement. In the event of an increase in the Sum Insured being agreed to, the Company shall charge on such increased sum an additional provisional premium on a basis proportionate to the unexpired period of the policy and upon expiry of each period of insurance the total provisional premium so paid shall be adjusted as provided for in Clause a) above. If during the currency of the policy, the rate for the class of risk to which the insurance applies is revised, and an increase in the Sum Insured under a Declaration Policy is agreed to, the Company shall charge on such increased sum an additional provisional premium on a basis proportionate to the unexpired period of policy, at the rate at which the insurance was originally effected and upon expiry of each period of insurance the total provisional premium so paid shall be adjusted as provided for in Clause a) above.

h) If the stocks hereby insured shall at the time of loss be collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a ratable proportion of the loss accordingly. Every item, if more than one, on stock shall be separately subject to this condition.

i) It is warranted that every other policy on a declaration basis covering the stocks insured hereby shall be identical in wording with this policy.

j) This insurance is subject in all respects to the printed conditions of the policy except in so far as they may be varied by the above conditions.

Limit of indemnity shall be as specified in the Schedule as agreed in respect of any one event and in the aggregate.

9. Designation of Property Clause

For the purpose of determining, where necessary, the item under which any property is insured, the insurers agree to accept the designation under which the property has been entered in the insured's books.

10. Employee Personal Property Cover

It is hereby declared and agreed that, notwithstanding anything to the contrary contained in this Policy, with payment of additional premium amount having been made by the Insured, this Policy covers personal property of directors, officers and employees of the Insured and of the visitors to the Premises from insured perils, while at the Premises. Personal property, as mentioned hereinabove, shall include motor vehicles, but only to the extent of any excess of value beyond the amount covered under any other specific insurance.

The aforementioned provisions shall be subject to the terms, conditions, exclusions and limitations of this Policy.

11. First Loss Clause

It is hereby declared and agreed that this Policy has been issued on a First Loss Basis, in respect of the Stock, for the amount specified in the Schedule.

It is further declared and agreed that in the event of the total value of Stock, at the time of loss, being greater than the total value declared for the purposes of this Policy and incorporated in the Schedule, the Insured shall be considered as being his own insurer, for the differential amount, and shall bear appropriate share of the loss accordingly. Every item, if more than one, under or in terms of this endorsement, shall be separately subject to this condition.

The aforementioned provisions shall be subject to the terms and conditions of the Policy.

12. Floater Cover

In consideration of payment of the additional premium amount by the Insured, the Sum Insured, in aggregate, under the Policy is available for any one, more, or all locations, as specified in the Policy, in respect of movable property. At all times during currency of the Policy, the Insured should have a good internal audit and accounting procedure, under which the total amount of risk at any/ or each one of the locations can be established at any particular time, if required. Any change in the address of the Risk Locations, specifically declared at the inception, shall be communicated, immediately, by the Insured, in writing, to the Intermediary or the Company and the written consent of the Company, on such intimation of change, shall be obtained by the Insured. The insurance cover provided for any specific Risk Location(s) shall be rendered null and void if there is a change in the address(s) of the Risk Location(s), but the written consent of the Company has not been obtained and signified in the Schedule, for continuance of insurance coverage at the aforementioned new address (es).

13. Floater Declaration Cover

"In consideration of Floater Extra charged over and above the policy rate the S.I. in aggregate under the policy is available for any one, more, or all locations as specified in respect of movable property.

At all times during the currency of this policy the insured shall have a good internal audit and accounting procedure under which the total amount at risk and the locations can be established at any particular time if required.

The changes in the address of locations specifically declared at

inception should be communicated"

a) Also in consideration of the premium by this policy being provisional in that it is subject to adjustment on expiry of each period of insurance.

"The Insured agrees to declare to the Company in writing the value of his stocks (other than retail) less any amount insured by Policies other than declaration policies, in each separate building or non-communicating compartment or in the open on the following basis namely 1] average of the values at risk on each day of the month or 2] the highest value at risk during the month and to make such declaration(s) latest by the last day of the succeeding month. Such declaration(s) shall be signed by the Insured or by a responsible person authorised to sign on his behalf.

If other policies on declaration basis cover the stocks hereby insured, the declarations shall be made so as to apportion to each policy a share of the value of the stocks insured under such declaration policies, PRO RATA to the respective amounts named in the policies. In the event of a declaration not being made latest by the last day of the succeeding month, then the insured shall be deemed to have declared the Sum Insured hereby as the value at risk.

On the expiry of each period of insurance the premium shall be calculated on the average Sum Insured namely, the total of the values declared or deemed to have been declared divided by the number of declarations deemed to have been made.

If the resultant premium is less than the provisional premium, the difference shall be repaid to the Insured but such repayment shall not exceed 20% of the provisional premium.

Further it is hereby agreed and understood that no reduction in sum insured shall be allowed during the currency of the policy.

b) The basis of value for declarations shall be the market value and any loss hereunder shall be settled on the basis of the Market Value immediately anterior to the loss.

c) If at the time of any loss, there be any subsisting insurance or insurances on other than a declaration basis, whether effected by the Insured or by any other person or persons, covering the stocks hereby insured, this policy shall apply only to the excess of the value of such stocks at the time of the loss over the Sum Insured by such other insurance or insurances, and this Company shall not be liable to pay or contribute more than that proportion of such loss which such excess (or, if there be other declaration insurances covering the same stocks, a ratable proportion of such excess) but not exceeding the Sum Insured hereby, bears to the total value of the stocks.

d) If after the occurrence of a loss it is found that the amount of the last declaration previous to the loss is less than the amount that ought to have been declared, then the amount which would have been recoverable by the Insured shall be reduced in such proportion as the amount of the said last declaration bears to the amount that ought to have been declared.

e) Notwithstanding the occurrence of loss it is understood that the Sum Insured will be maintained at all times during the currency of the policy and the Insured therefore undertakes to pay extra premium on the amount of any loss pro rata from the date of such loss to the expiry of the period of insurance, the premium being calculated at the rate applicable to the stocks destroyed and such extra premium shall

not be taken into account in, and shall be distinct from, the final adjustment of premium.

f) In event of this policy being cancelled by the Insured during its currency (whether stocks exist or not) the premium to be retained by the Company shall be the appropriate short period premium calculated on the average amount insured up to the date of cancellation, or 80% of the provisional premium whichever is greater. Notwithstanding the above, if the policy is cancelled by the insured after a loss has occurred, the premium to be retained by the company shall be the PRO RATA proportion of the premium calculated on the average amount insured up to the date of cancellation plus the PRO RATA proportion of the premium from the date of loss to the expiry of the period of insurance on the amount of loss paid, or 80% of the provisional premium whichever is greater.

g) The maximum liability of the Company shall not exceed the Sum Insured hereby and premium shall not be receivable on value in excess thereof. The Sum Insured may, however, be increased by prior agreement with the Company in which event the new Sum Insured and the date from which it is effective will be recorded on the policy by endorsement. In the event of an increase in the Sum Insured being agreed to, the Company shall charge on such increased sum an additional provisional premium on a basis proportionate to the unexpired period of the policy and upon expiry of each period of insurance the total provisional premium so paid shall be adjusted as provided for in Clause a) above. If during the currency of the policy, the rate for the class of risk to which the insurance applies is revised, and an increase in the Sum Insured under a Declaration Policy is agreed to, the Company shall charge on such increased sum an additional provisional premium on a basis proportionate to the unexpired period of policy, at the rate at which the insurance was originally effected and upon expiry of each period of insurance the total provisional premium so paid shall be adjusted as provided for in Clause a) above.

h) If the stocks hereby insured shall at the time of loss be collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a ratable proportion of the loss accordingly. Every item, if more than one, on stock shall be separately subject to this condition.

i) It is warranted that every other policy on a declaration basis covering the stocks insured hereby shall be identical in wording with this policy.

j) This insurance is subject in all respects to the printed conditions of the policy except in so far as they may be varied by the above conditions.

14. Local Authorities Clause

The insurance by this policy extends to include such additional cost of reinstatement of the destroyed or damaged property hereby insured as may be incurred solely by reason of the necessity to comply with the Building or other Regulations under or framed in pursuance of any act of Parliament or with Bye-laws of any Municipal or Local authority provided that:

a) The amount recoverable under this extension shall not include:
i. the cost incurred in complying with any of the aforesaid Regulations

or Bye-laws,

- in respect of destruction or damage occurring prior to the granting of this extension,
- in respect of destruction or damage not insured by the policy,
- under which notice has been served upon the insured prior to the happening of the destruction of damage,
- in respect of undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from the insurance by this policy) of that portion of the property destroyed or damaged,

ii. the additional cost that would have been required to make good the property damaged or destroyed to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations of Bye-laws not arisen,

iii. the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid Regulations or Bye-laws.

b) The work of reinstatement must be commenced and carried out with reasonable dispatch and in any case must be completed within twelve months after the destruction or damage or within such further time as the Insurers may (during the said twelve months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid Regulations or Bye-laws so necessitate) subject to the liability of the Insurer under this extension not being thereby increased.

c) If the liability of the insurer under (any item of) the policy apart from this extension shall be reduced by the application of any of the terms and conditions of the policy then the liability of the Insurers under this extension (in respect of any such item) shall be reduced in like proportion.

d) The total amount recoverable under any item of the policy shall not exceed the sum insured thereby.

e) All the conditions of the policy except in so far as they may be hereby expressly varied shall apply as if they had been incorporated herein."

f) No additional premium shall be charged for inclusion of this clause in this policy.

15. Loss Minimization Expenses

Subject to the terms, conditions, exclusions and limitations of this Policy, it is hereby declared and agreed that, notwithstanding anything to the contrary in this Policy, this endorsement extends to cover the expenses for loss minimization, necessarily incurred by the Insured, to prevent any aggravation a loss or damage at any of the Risk Locations specified in the Schedule, including moving / shifting of Property Insured, if it contributes to loss minimization.

The liability of the Company shall not exceed, in the aggregate during the Period of Insurance, the limit of liability set forth in the Schedule.

16. Omission To Insure Additions, Alterations Or Extensions

The Insurance by this Policy extends to cover Buildings and/or Machinery, Plant and other Contents as defined in Columns..... hereof which the insured may erect or acquire or for which they may

become responsible at the within described premises for use as factories

The liability under this Extension shall not exceed in respect of

(a) above, 5% of the Sum Insured by each item, in respect of

(b) above, 5% of the Sum Insured by item No.....

The Insured shall notify the Insurer of each additional insurance as soon as it shall come to their knowledge and shall pay the appropriate additional premium thereon from the date of inception.

Following the advice of any additional insurance as aforesaid, cover by this extension shall be fully reinstated.

No liability shall attach to the insurers in respect of any Building, Machinery, Plant or other Contents while such property is otherwise insured.

Note 1. All new additions to Buildings and/or Machinery and Plant not specifically insured/included during the currency of the policy should be declared at the end of the year and suitable additional premium paid on pro rata basis from the date of completion of the construction /erection of additions may be suitably adjusted If the insured fails to declare the values of such additions within 30 days after the expiry of the policy, there shall be no refund of the advance premium collected.

Note 2. Other Contents' in the above clause shall mean 'Furniture and Fittings' and does not include.

17. On Account Payment Clause

Subject to the terms, conditions, exclusions and limitations under this Policy, it is hereby agreed and noted that the 'payment on account' will be made to the Insured, if desired, provided that it is established that the loss or damage is covered under the Policy. The extent of such 'payment on account' shall be solely decided by the Company and shall not exceed 75% of the Market Value that the Property Damage may fetch as on the date of loss. In case of partial loss of the Property Insured, the Market Value shall be limited to the parts damaged and not the entire Property Insured in question.

18. Pair and Set Cover

Subject to the terms, conditions, limitations and exclusions under this Policy, it is hereby declared and agreed that, notwithstanding anything contained to the contrary in this Policy and with appropriate additional premium amount having been paid by the Insured, where any Property Insured consists of articles in a pair or set, the Company shall not be liable to pay more than the proportionate value of any particular part or parts which may be lost, without reference to any special value which such article or articles may have as part of such pair and set.

19. Reinstatement Value Policies

It is hereby declared and agreed that in the event of the property insured under (Item Nos.....of) within the policy being destroyed or damaged, the basis upon which the amount payable under (each of the said items of) the policy is to be calculated shall be cost of replacing or reinstating on the same site or any other site with property of the same kind or type but not superior to or more

extensive than the insured property when new as on date of the loss, subject to the following Special Provisions and subject also to the terms and conditions of the policy except in so far as the same may be varied hereby.

Special Provisions

The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable dispatch and in any case must be completed within 12 months after the destruction or damage or within such further time as the Company may in writing allow, otherwise no payment beyond the amount which would have been payable under the policy if this memorandum had not been incorporated therein shall be made.

Until expenditure has been incurred by the Insured in replacing or reinstating the property destroyed or damaged the Company shall not be liable for any payment in excess of the amount which would have been payable under the policy if this memorandum had not been incorporated therein.

If at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the property covered had been destroyed, exceeds the Sum Insured thereon or at the commencement of any destruction or damage to such property by any of the perils insured against by the policy, then the insured shall be considered as being his own insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item of the policy (if more than one) to which this memorandum applies shall be separately subject to the foregoing provision.

This Memorandum shall be without force or effect if

(a) The Insured fails to intimate to the Company within 6 months from the date of destruction or damage or such further time as the Company may in writing allow his intention to replace or reinstate the property destroyed or damaged.

(b) the Insured is unable or unwilling to replace or reinstate the property destroyed or damaged on the same or another site.

20. Removal of Debris Cover

It is, in furtherance to the existing terms and conditions, agreed that, basis payment of appropriate additional premium amount by the Insured, this Policy includes the cost and expenses of clearing debris, including the cost of clean-up, after loss, destruction or damage by an insured peril, including but not limited to the costs and expenses actually incurred in the necessary dismantling, removal, demolition, shoring up or propping, clearance of drains and sewers, temporary boarding up of the Property Insured, so destroyed or damaged, including undamaged portions and the removal of debris (including the removal of Contents, whether damaged or undamaged) provided that:

- i. Such costs are not recoverable under any other policy of insurance;
- ii. No liability is assumed for the expense of removal of any Property Insured or part thereof, the removal of which is required by law;

Provided that this Policy does not insure against the costs of decontamination or removal of water, soil or any other substance on or under the Premises.

It is condition precedent to recovery, under this extension, that the Insurer shall have paid or agreed to pay for direct loss or damage to the Property Insured, unless such payment is precluded solely by the operation of any deductible.

21. Replacement of Locks including Repair to Insured Premises

Subject to the terms, conditions, exclusions and limitations of this Policy and with the Insured having made payment of appropriate additional premium amount, the coverage herein extends to include the cost incurred by the Insured for replacement of locks or repair, if any, of the Premises, following a loss or damage at any Premises, as specified in the Schedule.

Provided, however, that:-

- a) the liability of the Company shall be limited to the cost of replacing any such lock, being the subject of the claim, with one of similar quality; and
- b) the liability of the Company shall not exceed 10% of the total Sum Insured.

22. Riot, Strike and Malicious Damage Cover

It is agreed and understood that subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the additional premium amount, this Policy is extended to cover loss of or visible physical damage to or destruction by external violent by riot, strike & malicious damage, directly caused to the Property Insured, but excluding those caused by:

- Total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind;
- Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority;
- 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;

Limit of indemnity shall be as specified in the Schedule, as agreed, in respect of any one event and in the aggregate.

23. Skilful Pilferage Cover

Subject to terms, conditions, exclusions and limitations of this Policy and in consideration of the additional premium amount paid by the Insured, it is hereby agreed that this Policy covers loss of or damage to the Property Insured caused by skillful pilferage. Skillful Pilferage means a skillful and dexterous act of theft, committed by a person, whether an employee of the Insured or duly deployed, who is authorized to deal with the Contents within the Premises Insured or stay therein, of small quantities of Contents from the Premises Insured

24. Temporary Removal Cover

Subject to the terms, conditions, exclusions and limitations under this Policy, the Property Insured is covered, against appropriate additional premium having been paid by the Insured and for a maximum amount of 10% of the Sum Insured, whilst temporarily removed, for cleaning, renovation, modification, repair or other similar purpose, elsewhere within the same Premises or to any other premises, inclusive of the Risk Locations or otherwise, and in transit thereto and therefrom by road, rail or inland waterways, within the territory of India. The amount recoverable under this extension, in respect of the Property Insured so removed, shall not exceed the amount, which would have been recoverable had that loss occurred in that part of the Premises from which the Property Insured has been temporarily removed. This extension does not apply to Property Insured, if, and so far as, it is otherwise insured, nor does it apply to Contents nor, as regards losses occurring elsewhere than at the Premises from which the Property Insured is temporarily removed, to :-

- (a) Motor vehicle and motor chassis; and
- (b) Property Insured (other than machinery and plant) held by the Insured in trust.

25. Temporary Storage Cover

Subject to the terms, conditions, limitations and exclusions under this Policy and with the Insured having paid appropriate additional premium amount, the Property Insured (excluding buildings) shall be covered whilst temporarily stored anywhere within the territory of India, provided that:-

- (a) The period of temporary storage shall not exceed ninety (90) days;
- (b) The liability of the Company is limited to 10% of the total Sum Insured or ₹1,00,00,000, whichever is lower;
- (c) The Company shall not be liable for any loss or damage to the Property Insured, whilst in transit (including the processes of loading and unloading, incidental to such transit);
- (d) This extension shall neither apply to Property Insured, in so far as it is otherwise insured, nor to motor vehicles and motor chassis.

26. Terrorism Inclusion Cover

INSURING CLAUSE

Subject otherwise to the terms, exclusions, provisions and conditions contained in the Policy and in consideration of the payment by the Insured to the Company of additional premium as stated in the Schedule, it is hereby agreed and declared that notwithstanding anything stated in the 'Terrorism Risk Exclusion' of this Policy to the contrary, this Policy is extended to cover physical loss or physical damage occurring during the period of this Policy caused by an act of terrorism, subject to the exclusions, limits and excess described hereinafter.

For the purpose of this cover, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any

other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes. This cover also includes loss, damage, cost or expense directly caused by, resulting from or in connection with any action taken in suppressing, controlling, preventing or minimizing the consequences of an act of terrorism by the duly empowered government or Military Authority.

Provided that If the Insured is eligible for indemnity under any government compensation plan or other similar scheme in respect of the damage described above, this Policy shall be excess of any recovery due from such plan or scheme.

For the purpose of the aforesaid inclusion clause, "Military Authority" shall mean armed forces, para military forces, police or any other authority constituted by the government for maintaining law and order.

LOSSES EXCLUDED

This cover shall not indemnify loss of or damage to property caused by any or all of the following:

1. loss by seizure or legal or illegal occupation;
2. loss or damage caused by: (i) voluntary abandonment or vacation, (ii) confiscation, commandeering, nationalisation, requisition, detention, embargo, quarantine, or any result of any order of public or government authority, which deprives the Insured of the use or value of its property;
3. loss or damage arising from acts of contraband or illegal transportation or illegal trade;
4. loss or damage directly or indirectly arising from or in consequence of the seepage and or discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment;
5. loss or damage arising directly or indirectly from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind;
6. loss or damage arising directly or indirectly from or in consequence of asbestos emission, release, discharge, dispersal or escape or asbestos exposure of any kind;
7. any fine, levy, duty, interest or penalty or cost or compensation/damages and/or other assessment which is incurred by the Insured or which is imposed by any court, government agency, public or civil authority or any other person;
8. loss or damage by electronic means including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon. This exclusion shall not operate to exclude losses (which would otherwise be covered under this Policy) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch

and/or guidance system and/or firing mechanism of any weapon or missile;

9. loss or damage caused by vandals or other persons acting maliciously or by way of protest or strikes, labour unrest, riots or civil commotion;
10. loss or increased cost occasioned by any public or government or local or civil authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any property insured hereunder;
11. any consequential loss or damage, loss of use, delay or loss of markets, loss of income, depreciation, reduction in functionality, or increased cost of working;
12. loss or damage caused by factors including but not limited to cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service;
13. loss or increased cost as a result of threat or hoax;
14. loss or damage caused by or arising out of burglary, house - breaking, looting, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any action taken in respect of an act of terrorism;
15. loss or damage caused by mysterious disappearance or unexplained loss;
16. loss or damage directly or indirectly caused by mould, mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health;
17. total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.

LIMIT OF INDEMNITY

The limit of indemnity under this cover shall not exceed the Total Sum Insured given in the Policy Schedule or ₹20,00,00,00,000 whichever is lower. In respect of several insurance policies within the same compound/location with one or different insurers, the maximum aggregate loss payable per compound/location by any one or all insurers shall be ₹20,00,00,00,000. If the actual aggregate loss suffered at one compound/location is more than ₹20,00,00,00,000 the amounts payable under individual policies shall be reduced in proportion to the sum insured of the policies.

EXCESS

Shops and Residential Risks:- 1% of the claim amount for each and every claim subject to Minimum of ₹10,000 and Maximum of ₹5,00,000.

Non Industrial Risks:- 1% of the claim amount for each and every claim subject to Minimum of ₹25,000 and Maximum of ₹ 10,00,000

Industrial Risks:- 5% of the claim amount for each and every claim subject to Minimum of ₹1,00,000 and Maximum of ₹25,00,000

ADD ON COVERS

It is further declared and agreed that the limit of indemnity including the claim on add on cover(s) shall not exceed total sum insured plus separate sublimit opted for add on cover(s) or ₹20,00,00,00,000

whichever is lower. In respect of several insurance policies with in the same compound/location or affected in the single event, the maximum aggregate loss payable per compound/location and or arising out of single event by any one or all insurers shall be ₹ 20,00,00,00,000.

SANCTION, LIMITATION AND EXCLUSION CLAUSE

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

CANCELLATION CLAUSE

Notwithstanding the cancellation provisions relating to the basic insurance policy on which this endorsement is issued, there shall be no refund of premium allowed for cancellation of the Terrorism risk insurance during the period of insurance except where such cancellation is done along with the cancellation of the basic insurance. Where a policy is cancelled and rewritten mid-term purely for the purpose of coinciding with the accounting year of the insured, pro-rate refund of the cancelled policy premium will be allowed. If the cancellation is for any other purpose, refund of premium will only be allowed after charging short term scale rates.
 Note: The definitions, terms and conditions of main Policy save as modified or endorsed herein shall apply.

27. Theft by Use of Duplicate Keys

Notwithstanding anything to the contrary contained in this Policy and with the Insured having paid appropriate additional premium amount, the coverage under this Policy extends to include theft of Property Insured through use of duplicate keys to any Safe or Strongroom, provided that in case of such an event, the Insured shall provide categorical proof to the Company that such duplicate key or keys were utilized.

In the event of such loss, the Insured shall, as soon as possible thereafter, have the locking mechanism of such Safe or Strong room modified or replaced, in order to accommodate the use of the replaced keys. In the time period between the theft/ event and replacement of the locking mechanism or the accommodation of alternative keys, the coverage under this Policy shall stand suspended, in so far as such Safe or Strong room is utilized.

In the event of loss in terms of the provision of this clause, the liability of the Company shall be limited to twenty five percent (25%) of the claim amount, assessed and agreed to by the Company.

The aforementioned provision shall be subject to the terms, conditions, exclusions and limitations of this Policy.

28. Theft Inclusion Cover

It is agreed and declared that subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the additional premium amount, this Policy is extended to cover loss or damage to Property Insured, as defined in the Schedule, arising out of theft.

29. Unoccupancy Cover

This Policy will not be prejudiced, subject to the terms, conditions, exclusions and limitations under this Policy, in the event of any building within the Premises remaining unoccupied for a period greater than 30 days consecutively, notwithstanding anything contained to the contrary in this Policy, provided that in due course, the Insured gives notice, in writing, to the Company and, on demand, makes payment of such additional premium amount, as the Company may require.

30. Vehicle Load Cover

In the event of any of the vehicles of the Insured being left loaded overnight, where the Property Insured is already sold but not yet delivered, whilst within the Premises, then, subject to the terms, conditions, exclusions and limitations under the Policy and with the Insured having paid appropriate additional premium amount, the Company will indemnify the Insured in the event of loss or damage incurred on the Property Insured, so left loaded, by any of the insured perils.

31. Waiver of Under Insurance

If, in the event of loss or damage, it is found that the Sum Insured is less than the amount required to be insured, then the amount recoverable by the Insured, under this clause, shall be reduced in such proportion as the Sum Insured bears with the amount required to be insured. Provided, however, that if the Sum Insured is not less than 85% of the value of the Property Insured, this condition shall be of no purpose and effect.



GRIEVANCE MECHANISM

Any Grievance of the Complainant sent in a written communication to the Company at any of the touch points as mentioned, shall be addressed within 14 days of the receipt of the complaint.

Escalation Matrix:

Step 1

Call: 1800 12000

Email: support@edelweissinsurance.com

Step 2

If the response is not as per Complainant's expectations he/she may contact the Grievance Cell at the below touch-points:

- Email: grievance@edelweissinsurance.com
- Address: Edelweiss General Insurance Company Limited, Kohinoor City Mall, Tower 3, Kirol Road, Kurla West, Mumbai 400070

Step 3

If the response is not as per Complainant's expectations he/she may contact the Company's Grievance Redressal Officer at:

- Email: grievanceofficer@edelweissinsurance.com
- Address: Edelweiss General Insurance Company Limited, Kohinoor City Mall, Tower 3, Kirol Road, Kurla West, Mumbai 400070

Step 4

If the Complainant is not still not satisfied with the response or does not receive a response from the Company within 14 days, the Complainant may approach the Grievance Cell of the IRDAI on the following contact details:

- IRDAI Grievance Call Centre (IGCC) TOLL FREE NO: 155255; Email ID: complaints@irda.gov.in
- Register online at: <http://www.igms.irda.gov.in/>
- Address for communication for complaints by fax/paper: Consumer Affairs Department, Insurance Regulatory and Development Authority of India Sy. No. 115/1, Financial District, Nanakramguda, Gachibowli Hyderabad - 500032

Step 5

If the complaint/grievance has still not been resolved, the Complainant may approach the Office of the Insurance Ombudsman established by the Central Government of India

as per Rule 13 and Rule 14 of the Insurance Ombudsman Rules, 2017 ('Ombudsman Rules').

The following complaints can be lodged with the Insurance Ombudsman:

1. Any partial or total repudiation of claims by an insurer;
2. Any dispute in regard to premium paid or payable in terms of the policy;
3. Any dispute on the legal construction of the policies in so far as such disputes relate to claims;
4. Delay in settlement of claims;
5. Non-issue of any insurance document to customers after receipt of premium.

Manner in which complaint is to be made Rule 14 of the Ombudsman Rules:-

1. Any person who has a grievance against the Company, may himself or through his legal heirs make a complaint in writing to the Ombudsman within whose jurisdiction the branch or office of the Company complained against is located.
2. The complaint shall be in writing duly signed by the complainant or through his legal heirs and shall state clearly the name and address of the complainant, the name of the branch or office of the insurer against which the complaint is made, the fact giving rise to the complaint.
3. No complaint to the Ombudsman shall lie unless:
 - the complainant had before making a complaint to the Ombudsman, made a written representation to the Company/insurer named in the complaint and either insurer had rejected the complaint or the complainant had not received any reply within a period of one month after the insurer concerned received his representation or the complainant is not satisfied with the reply given to him by the insurer;
 - the complaint is made not later than one year after the insurer had rejected the representation or sent his final reply on the representation of the complainant; and
 - the complaint is not on the same subject matter for which any proceedings before any court or Consumer Forum or arbitrator is pending or was so earlier.



Ombudsman and Addresses

Mentioned below are contact details of Ombudsman:

CONTACT DETAILS	JURISDICTION
AHMEDABAD Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email:- bimalokpal.ahmedabad@ecoi.co.in	State of Gujarat, Union Territory of Dadra & Nagar Haveli & Union Territory of Daman and Diu.
BENGALURU Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No.57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru-560 078. Tel.:- 080-26652048 / 26652049 Email:- bimalokpal.bengaluru@ecoi.co.in	State of Karnataka
BHOPAL Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 033. Tel.:- 0755-2769200/201/202, Fax:- 0755-2769203 Email:- bimalokpal.bhopal@ecoi.co.in	States of Madhya Pradesh and Chattisgarh
BHUBANESHWAR Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.:- 0674-2596461 / 2596455, Fax:- 0674-2596429 Email:- bimalokpal.bhubaneswar@ecoi.co.in	State of Odisha
CHANDIGARH Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.:- 0172-2706196/ 2706468 Fax:- 0172-2708274 Email:- bimalokpal.chandigarh@ecoi.co.in	States of Punjab, Haryana, Himachal Pradesh, Union Territory of Jammu & Kashmir, Union Territory of Ladakh and Union Territory of Chandigarh
CHENNAI Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453 , Anna Salai, Teynampet, CHENNAI – 600 018. Tel.:- 044-24333668 / 24335284 Fax:- 044-24333664 Email:- bimalokpal.chennai@ecoi.co.in	State of Tamil Nadu and Union Territories - Puducherry Town and Karaikal (which are part of Union Territory of Puducherry)
DELHI Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.:- 011-23232481/23232481 Email:- bimalokpal.delhi@ecoi.co.in	State of Delhi
ERNAKULAM Office of the Insurance Ombudsman, 2nd floor, Pulinat Building, Opp. Cochin Shipyard, M.G. Road, Ernakulam - 682 015. Tel.:- 0484-2358759/2359338 Fax:- 0484-2359336 Email:- bimalokpal.ernakulam@ecoi.co.in	State of Kerala, Union Territory of Lakshadweep and Mahe, a part of Puducherry
GUWAHATI Office of the Insurance Ombudsman, 'Jeevan Nivesh', 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.:- 0361- 2632204 / 2602205 Email:- bimalokpal.guwahati@ecoi.co.in	States of Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court" Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.:- 040- 67504123 / 23312122 Fax:- 040-23376599 Email:- bimalokpal.hyderabad@ecoi.co.in	States of Andhra Pradesh, Telangana and Union Territory of Yanam - a part of Puducherry

CONTACT DETAILS	JURISDICTION
JAIPUR Office of the Insurance Ombudsman, Jeevan Nidhi-II Bldg., Ground Floor, Bhawani Singh Marg, Jaipur - 302005. Tel.:- 0141-2740363 Email:- bimalokpal.jaipur@ecoi.co.in	State of Rajasthan
KOLKATA Office of the Insurance Ombudsman, Hindustan Building Annexe, 4th floor, 4, C.R. Avenue, Kolkata - 700 072. Tel.:- 033-22124339 / 22124340, Fax:- 033-22124341 Email:- bimalokpal.kolkata@ecoi.co.in	States of West Bengal, Bihar, Sikkim and Union Territory of Andaman and Nicobar Islands
LUCKNOW Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow-226 001. Tel.:- 0522-2231330 / 2231331, Fax:- 0522-2231310. Email:- bimalokpal.lucknow@ecoi.co.in	Districts of Uttar Pradesh: Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varansi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sulanpur, Maharajganj, Santkabirnagar, Azamgarh, Kaushinagar, Gorkhpur, Deoria, Mau, Chandauli, Ballia, Sidharathnagar
MUMBAI Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz (W), Mumbai - 400 054. Tel.:- 022- 26106552/ 26106960, Fax:- 022-26106052 Email:- bimalokpal.mumbai@ecoi.co.in	State of Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane
NOIDA Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector-15, Distt: Gautam Budh Nagar, U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253 Email:- bimalokpal.noida@ecoi.co.in	State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozabad, Gautam Budh Nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur
PATNA Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna - 800 006. Tel.: 0612-2680952 Email:- bimalokpal.patna@ecoi.co.in	States of Bihar and Jharkhand
PUNE Office of the Insurance Ombudsman, Jeevan Darshan Building, 3rd Floor, CTS Nos. 195 to 198, NC Kelkar Road, Narayan Peth, Pune - 411 030 Tel: 020 -41312555 Email:- bimalokpal.pune@ecoi.co.in	State of Maharashtra, Area of Navi Mumbai and Thane, excluding Mumbai Metropolitan Region

POLICY WORDING

YOUR POLICY IN DETAIL



BURGLARY INSURANCE POLICY - COMMERCIAL

POLICY WORDINGS

PREAMBLE

In consideration of the Insured, named in the Schedule hereto, having made a proposal and declaration, which shall be the basis of this Policy, and having paid appropriate premium, as mentioned in the Schedule hereto, to Edelweiss General Insurance Company Limited (hereinafter called the "Company"), the Company agrees, subject always to the terms, conditions, limitations and exclusions contained herein or endorsed or otherwise expressed hereon, that if the Property Insured under the Schedule hereto or any part of such Property Insured be destroyed or damaged, whilst on the Premises, by any of the perils, specified hereunder, during the Period of Insurance, as specified in the Schedule hereto, and the Company shall have accepted the premium

required for the Policy, the Company shall pay to the Insured the value of the Property Insured at the time of the happening of its destruction or the amount of such damage or at its option, reinstate or replace such Property Insured or any part thereof.

For the Purpose of this Policy, the following words or terms shall have the meaning ascribed to them wherever they appear in this Policy and/ or related Add-on Covers, and references to the singular or to the masculine shall include references to the plural and to the feminine, wherever the context so permits:

DEFINITIONS

The Company, Insurer, EGICL, We, Us or Our	means Edelweiss General Insurance Company Limited
The Insured, You or Your	means the Insured named in Policy Schedule
Accident	means sudden, unforeseen and involuntary event caused by external, visible and violent means
Burglary/ Housebreaking	Means theft following an actual forcible and violent entry and/or exit from the Premises or an attempt thereof
Business	means the business described in the Schedule to this Policy
Business Hours	means the normal trading hours or whilst the Insured or their authorized employees are on the Premises for the purpose of Business
Contents	Means Property Insured under the policy and includes assets, machinery, equipment, furniture, fixtures and fittings, electrical installations, stock and stock-in-trade belonging to the Insured or held in trust or on commission whilst contained in the premises described in policy schedule including such other property or asset more specifically described as Specified Items in the Policy Schedule whilst contained therein for which the Insured is accountable or responsible and does not include valuables unless specifically covered.
Dacoity	Means dacoity, as defined under section 391 of the Indian Penal Code, 1860 and amendments thereon.
Documents	means written or printed deeds, wills, agreements, manuscripts, maps, plans, drawings, records, computer data, designs, books of account, books, letters, certificates, documents or forms of any nature whatsoever (excluding any bearer bonds or coupons, bank or currency notes, other negotiable instruments, book debts), all belonging to the Insured, or in its/ their custody, or for which the Insured is responsible or has assumed a responsibility to insure
Endorsement	means any written amendment to Your Policy to be read in conjunction with the Policy, which We have made either by way of Your request or by a change in Your circumstances

Employees	means any person with whom the Insured has entered into a contract of service
Excess or deductible	means the sum shown in the Schedule to the Policy or an endorsement to the Policy (if any), which is required to be borne by the Insured and is applicable for each and every claim.
Hold Up	means forcible removal by actual or threatened violence against Insured and/or Employee(s) of the Insured
Market Value	means replacement value of insured property or item as New at the time of Damage or Loss less due allowance for betterment, wear, and tear and/or depreciation on the date of loss excluding the cost of land.
Period of Insurance	means the period during which cover is provided by this Policy, as specified in the Schedule
Policy	means the Proposal, the Schedule, this Policy document and any endorsement attaching to or forming part thereof
Premises	means the Premises as described in policy schedule containing the interest covered herein.
Robbery	Means Robbery, as defined under section 390 of the Indian Penal Code, 1860 and amendments thereon.
Safe	means <ul style="list-style-type: none"> • a strong cabinet situated within the Premises and designed for safe and secure storage of Valuables, including Money, and • to which, access is restricted. <p>But excludes cash boxes, irrespective of there being a provision of lock.</p>
Strongroom	means <ul style="list-style-type: none"> • a room situated within the Premises and designed for secure storage of Money, and • to which, access is restricted.
Schedule	means the schedule issued by the Company as part of the Policy. It provides details of the Insured's Policy including but not limited to description of Property Insured, and the Period of Insurance among other details.
Sum Insured	means the monetary value for which the property insured is covered basis Market Value unless specifically mentioned in Policy Schedule to be Reinstatement Value.
Specified Items	means property specifically described in the Schedule under Specified Items
Theft	Means Theft, as defined under section 378 of the Indian Penal Code, 1860 and amendments thereon.
Valuables	Means gold or silver or any precious metals or articles made from any precious metals; watches or jewellery or precious stones or models or coins or curios, sculptures, works of Art, manuscripts, stamps, collections of stamps, rare books, medals, moulds, designs or any other collectibles; deeds, ATM cards, credit cards, charge cards, bonds, bills of exchange, bank notes, treasury or promissory notes, cheques, , securities, or any other negotiable instrument excluding money/currency notes or asset of high value

Scope of Cover

The Company hereby agrees, subject to the terms, conditions and exclusions herein contained, endorsed or otherwise expressed hereon, to indemnify the Insured to the extent of the Sum Insured, as defined in the Schedule, for:

- a) The Property Insured or any part thereof that is lost, destroyed or damaged by Burglary or Housebreaking or Robbery or Dacoity or Hold-up; and
- b) Damage caused to the Premises, resulting from Burglary or Housebreaking or Robbery or Dacoity or Hold-up actual or attempt thereof, upto 5% of the Sum Insured.

Provided always that the liability of the Company shall in no case exceed the Sum Insured, stated against each item of Property Insured or total Sum Insured, as stated in the Schedule hereto.

GENERAL EXCLUSIONS

A. This Policy does not cover the following

- 1. The amount of the Excess/Deductible specified in the Schedule ascertained after the application of all other terms and conditions of this Policy including any condition of average (under-insurance).
- 2. Money/Currency Notes
- 3. Valuables such as gold or silver articles, watches, any precious metals, articles made from any precious metals, jewellery, precious stones, medals, coins, stamp collections, coin collections, curios, sculptures, manuscripts, rare books or documents of any kind unless specially mentioned in the Schedule
- 4. Deeds, bonds, bills of exchange, treasury or promissory notes, , ATM cards, credit cards, charge cards, monetary instruments, stamps, business books or documents, books of accounts, cheques, share certificates, tickets, stamps, plans, patterns, models, moulds, designs, specifications, blue prints, document of title to goods, contracts or other legal documents or documents of any other kind unless specially mentioned in the Schedule
- 5. Loss or damage which is recoverable under Fire, Plate Glass, Neon Sign, Marine Cargo Insurance Policy or any other policy under which such coverage is has been obtained by the insured.
- 6. Loss or damage where any inmate or member of the Insured's household or of his business staff or any other person lawfully in the premises is concerned in the actual theft of or damage to any of the articles or premises or where such loss or damage has been expedited or in any way assisted or brought about by any such person or persons.
- 7. Loss or damage caused by wear and tear or gradual deterioration.
- 8. Loss or damage occasioned by loot, sack, spillage or pilferage
- 9. Consequential loss or damage of any kind
- 10. Unexplained losses, shortages due to error or omissions, losses discovered when making an inventory or a periodic stock taking or loss resulting from the Insured's voluntarily parting with title or possession of any property or induced to do so by deception
- 11. Theft or attempted theft from yards, gardens, open spaces or out-buildings unless the contents thereof are specifically insured by the Policy

12. Loss damage or consequential loss directly or indirectly caused by, consisting of, or arising from:

- (i) Any functioning or malfunctioning of the internet or similar facility, or of any intranet or private network or similar facility.
- (ii) Any corruption, destruction, distortion, erasure or other loss or damage to data, software or and kind of programming or instruction set.
- (iii) loss of use or functionality whether partial or entire of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic, and any ensuing liability or failure of the Insured to conduct business.

13. Loss or damage which either in origin or extent or directly or indirectly proximately or remotely, occasioned by or contributed to by, arise out of or in connection with earthquake, volcanic eruption, typhoon hurricane, tornado, cyclone, or other convulsion of nature or atmosphere disturbance, or war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), mutiny, riot and strike, civil commotion, insurrection, rebellion, revolution, conspiracy, military naval or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.

Any loss or damage happening during the existence of abnormal conditions (whether physical or otherwise), directly or indirectly, proximately or remotely, occasioned by or contributed to by or arising out of or in connection with any of the said occurrences shall be deemed to be loss or damage which is not covered by this insurance, except to the extent that the Insured shall prove that such loss or damage happened independently of the existence of such abnormal conditions. In any action, suit or other proceedings, where the Company alleges that by reason of the provisions of this condition any loss or damage is not covered by this insurance, the burden of proving the contrary shall be upon the Insured.

14. Permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority

15. Loss of money and/or other property 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 thereof.

16. Loss of or damage to any property insured under this Policy due to any misfeasance, malfeasance or nonfeasance or breach of trust in relation thereto by the Insured.

17. (i) Any loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss and any legal liability of whatsoever nature directly or indirectly, caused by or contributed to by, or arising from ionizing radiation or contamination by radioactivity from any source whatsoever.

(ii) Any accident, loss, destruction, damage or Legal Liability, directly or indirectly, caused by or contributed to by or arising from Nuclear weapons material

18. Terrorism Damage Exclusion Warranty: This Policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism

regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

This exclusion also includes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the above.

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

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

19. Loss, destruction or damage to Land, Livestock, Blood stock, Agricultural risks, Growing crops, or Trees

B. This Policy shall cease to be in effect and shall be rendered null & void: -

1) If the premises shall have been left uninhabited through day and night for a consecutive stretch of fourteen or more days and nights,
 2) If the Insured shall cause (i) any material alteration to be made in the Premises and/or (ii) anything to be done whereby the risk is increased and/or (iii) change or relax any of the safeguards for securing the Premises.

3) For any Property Insured, which shall be removed from the Premises, during the Period of Insurance, in which it is stated to be safe, as per the Schedule hereto, in so far as is expressly provided for in the Policy or these conditions,

4) For any Property Insured, in which the insurable interest has passed on from the Insured, otherwise than by will or operation of law,

Unless, in every case, consent of the Company, towards continuance of the coverage, is obtained and signified by a Endorsement made on the Policy by or on behalf of the Company.

GENERAL CONDITIONS

1. Notices and Alterations to the Policy:

Every notice and communication to the Company required by this Policy shall be in writing and be addressed to the nearest office of the Company and the acknowledgement of service shall be obtained from the Company. No change or alteration shall be valid or effective unless approved in writing by the Company, which approval shall be evidenced by a written endorsement signed and stamped by the Company. No receipt for renewal premium is valid except on the official form issued by the Company and no endorsement on this Policy or alteration in the terms thereof is valid unless countersigned by an authorized official of the

Company or by an agent acting under Power of Attorney from the Company. On renewal, the policy could be subject to certain changes in terms and conditions including change in premium rate.

2. Duty of Disclosure:

This Policy shall be void and all premiums paid hereon shall be forfeited to the Company in the event of misrepresentation, mis-description or non-disclosure of any material fact in the proposal form, personal statement, declaration and connected documents, or any material information having been withheld.

3. Reasonable Care:

The Insured shall take all ordinary and reasonable precautions for the safety of the property insured and shall as far as practicable make use of all locks, bolts, fastenings and other means of securing any safes, strong-rooms and premises which such property is contained therein. If the property insured shall include items pertaining to a business or profession, the Insured shall keep complete and accurate books of account, and in relation to any merchandise, stock-in-trade or property of a similar nature, the Insured shall keep a complete and accurate record of all business purchases, sales and deliveries in and out of the premises, and such record shall be regularly entered up as soon as such purchases sales or deliveries shall have taken place

4. Basis of Sum Insured:

The Sum Insured under Policy is on current market prices for stocks. For Coins and Currency Notes on Actual Basis, other items such as furniture, fixture, equipment's, etc., is on Market Value unless specifically mentioned to be on Reinstatement Value basis in policy schedule

5. Average:

The Insurance under this Policy (except as regards damage done to the Premises as stated in the Schedule) is subject to the following condition of Average.

1) When the Policy is on a full value basis:

If the property insured under this Policy shall at time of Loss be collectively of greater value than the Sum Insured thereon, then Insured will be considered as being his own Insurer for the difference and shall bear a rateable proportion of loss accordingly. Every item shall be separately subject to this condition.

6. Contribution:

If at the time of happening of any loss or damage covered by this Policy there shall be existing any other insurance of any nature whatsoever covering the same, whether effected by the Insured or not, then the Company shall not be liable to pay or contribute more than its ratable proportion of any loss or damage.

7. 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 Insured's indemnification by the Company.

8. 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 and rights under the Policy shall be forfeited.

9. Cancellation: -

This Insurance may be terminated at any time at the request of the Insured, in which case the company will retain the premium at customary short period rate for the time policy has been in force. This insurance may also at any time be terminated at the option of the company on the grounds of mis- representation, fraud, non- disclosure of material facts or non- cooperation on 15 days' notice to that effect being given to the Insured, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation

Refund, if any, shall be subject to the retention of minimum premium of Rs.250/ +Taxes.

10. Arbitration and disclaimer:

If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties thereto 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 dispute or difference 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 the award by such arbitrator/ arbitrators 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 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. Reinstatement and Repair:

The Company at any time before payment of a claim and notwithstanding that an offer of settlement has been made instead of paying the amount of the loss or damage in respect of any property or the premises may make it good by reinstating or replacing any of the property stolen or repairing the premises damaged or such items or part thereof as the Company may think fit and paying the amount of the loss or damage in respect of the residue of such property or premises. Provided that if the Company elects to replace any property or reinstate any premises the Company in making good the loss or damage shall not be bound to replace or reinstate such property or premises exactly and completely but only to do so substantially as nearly as circumstances permit and in a reasonably sufficient manner. In case where any of the property or premises are insured elsewhere the Company may join with any other insurance company or insurers in replacing or reinstating the same.

12. Book-Keeping Warranty:

Warranted that the Insured keeps and during the whole of the currency of this Policy shall keep a complete set of Books, Accounts and Stock Sheets or Stock Books showing a true and accurate record of all business transactions, and Stock in hand, and that such Books, Accounts and Stock Sheets or Stock Books shall be locked in a fire-proof safe or removed to another building at night and at all times when the premises are not actually open for business. This Warranty applies separately to each and every business or branch business. Transfers of goods from one premise to another shall be a business transaction within the meaning of this Warranty. It is further warranted that the said safe shall not contain explosives or other hazardous commodities.

13. Damage Entry Warranty:

For a claim to lie under this warranty, there shall be actual visible damage caused to the premises or part thereof or connected with violent and forcible entry in the premises.

14. Protection:

It is a condition precedent to liability under this Policy that: -

- a) all protections in force at the premises at the inception of the cover or subsequently as stipulated by or agreed by the Company shall be in full operation securing the premises, whether the premises are closed for business or left unattended.
- b) any keys for the premises and /or intruder alarm systems or safes and /or strong rooms and /or any other secured area or device in which insured property is kept are removed from the premises whenever the premises are closed for business or left unattended.
- c) the Insured maintains the secrecy of codes for the Intruder Alarm Installation to authorized persons and no details of the same are left in the insured premises.
- d) It is warranted that adequate protection to the doors, windows and all other such openings in the premises are properly maintained during the currency of the Policy.

15. Occupation of premises:

The Company may at any time after the occurrence of damage to the

property insured enter upon the premises and take and keep possession of the property concerned and deal with the salvage and this Policy shall be proof of leave and license for such purpose, and if the Insured or anyone acting on his behalf shall obstruct or prevent the Company from so doing, all benefit under this Policy shall be forfeited.

Upon payment of any claim for loss under this Policy, the property in respect of which the payment is made shall belong to the Company.

No property may be abandoned to the Company.

16. Claims Procedure:

1. On the happening of any loss or damage the Insured shall give immediate notice thereof to the Company and shall within 15 days after the loss or damage, or such further time as the Company may in writing allow in that behalf, deliver to the Company

a) A claim in writing for the loss or damage containing as particular an account as may be reasonably practicable of all the several articles or items or property damaged or destroyed, and of the amount of the loss or damage thereto respectively, having regard to their value at the time of the loss or damage not including profit of any kind.

b) Particulars of all other insurances, if any

The Insured shall also at all times at his own expense produce, procure and give to the Company all such further particulars, plans, specification books, vouchers, invoices, duplicates or copies thereof, documents, investigation reports (internal/external), proofs and information with respect to the claim and the origin and cause of the loss and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of the liability of the Company as may be reasonably required by or on behalf of the Company together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

No claim under this policy shall be payable unless the terms of this condition have been complied with to the satisfaction of the Company.

2. In no case whatsoever shall the Company be liable for any loss or damage after the expiration of 12 months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration; it being expressly agreed and declared that if the Company shall disclaim liability for any claim hereunder and such claim shall not within 12 calendar months from the date of the 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.

17. Prosecution:

The Insured upon becoming aware of any loss or damage in respect of which a claim is or may be made shall take all practicable steps to discover the person by whom the property was stolen, or the premises damaged and to prosecute and obtain the conviction of such person for the offence and to trace and recover any property stolen.

18. Observance of Terms and Conditions:

The due observance of the terms of this Policy by the Insured insofar as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the said proposal and declaration shall be conditions precedent to any liability of the Company to make any payment under this Policy. If there shall be any mis-statement in or omissions of a material fact from the information supplied by the Insured whether by the said proposal and declaration or otherwise, this Policy shall be null and void and any premium paid thereon shall be forfeited. No transfer in the interest in this Policy and no waiver of alterations to or change in the terms of this Policy shall be valid unless made in writing and signed by the Company.

ENDORSEMENT WORDING

1. Agreed Bank Clause

It is hereby declared and agreed that upon any monies becoming payable under this policy the same shall be paid by the Company to the Bank and such part of any monies so paid as may relate to the interests of other parties insured hereunder shall be received by the Bank as Agents for such other parties.

That the receipts of the Bank shall be complete discharge of the Company therefor and shall be binding on all the parties insured hereunder.

N.B: The Bank shall mean the first named Financial Institution/ Bank named in the policy.

That if and whenever any notice shall be required to be given or other communication shall be required to be made by the Company to the insured or any of them in any manner arising under or in connection with this policy such notice or other communication shall be deemed to have been sufficiently given or made if given or made to the Bank.

That any adjustment, settlement, compromise or reference to arbitration in connection with any dispute between the Company and the insured or any of them arising under or in connection with this policy if made by the Bank shall be valid and binding on all parties insured hereunder but not so as to impair rights of the Bank to recover the full amount of any claim it may have on other parties insured hereunder.

That this insurance so far only as it relates to the interest of the Bank therein shall not cease to attach to any of the insured property by reason of operation of General Exclusion B of the Policy except where a breach of the condition has been committed by the Bank or its duly authorized agents or servants and this insurance shall not be invalidated by any act or omission on the part of any other party insured hereunder whereby the risk is increased or by anything being done to upon or any building hereby insured or any building in which the goods insured under the policy are stored without the knowledge of the Bank provided always that the Bank shall notify the Company of any change of ownership or alterations or increase of hazards not permitted by this insurance as soon as the same shall come to its knowledge and shall on demand pay to the Company necessary additional premium from the time when such increase of risks first took place and

It is further agreed that whenever the Company shall pay the Bank any sum in respect of loss or damage under this policy and shall claim that as to the Mortgagor or owner no liability therefore existed, the Company shall become legally subrogated to all the rights of the Bank to the extent of such payments but not so as to impair the right of the Bank to recover the full amount of any claim it may have on such Mortgagor or Owner or any other party or parties insured hereunder or from any securities or funds available.

N.B: In cases where the name of any Central Government or State Government owned and / or sponsored Industrial Financing or Rehabilitation Financing Corporations and /or Unit Trust of India or General Insurance Corporation of India and/or its subsidiaries or LIC of India/ any Financial Institution is included in the title of the Burglary and Housebreaking Insurance Policy as mortgagees, the above Agreed Bank Clause may be incorporated in the Policy substituting the name of such institution in place of the word 'Bank' in the said clause.

2. Appraisalment Cover

Subject to the terms, conditions, exclusions and limitations under this Policy and with appropriate additional premium amount having been paid by the Insured, if the aggregate claim for any one loss or destruction or damage does not exceed as stated in the Schedule by the Item or Items affected no special inventory or appraisalment of the undamaged property shall be required.

3. Capital Addition Cover

It is hereby understood and agreed, subject to the terms, conditions, limitations and exclusions of the Policy, and endorsed hereon, subject to the Insured having paid the additional premium amount, that this Policy extends to cover alterations, additions and improvements, but not appreciation in value in excess of the limit of liability, made to the Property Insured for an amount not exceeding as specified in Policy Schedule, provided that the Insured undertakes to advise the Company, in writing, each quarter of such alterations, additions and improvements.

4. Claim Preparation Cover

Subject to the terms, conditions, exclusions and limitations under this Policy, it is hereby declared and agreed that, notwithstanding anything to the contrary contained in this Policy and subject to the Insured having paid appropriate additional premium amount, the Company shall indemnify the Insured for reasonable and necessary claim preparation costs, which the Insured incurs, solely at the Company's request, for determination of the extent of loss or damage prior to the Company conducting final adjustment of the claim; provided that any loss is assessed to be payable under this Policy. The Company shall, however, not be liable to pay for the services of attorneys or public adjusters appointed by the Insured.

5. Coinsurance Clause

I. It is hereby declared and agreed that insurers named hereunder severally agree and accept the following for the proportion set against its name:

- In event of any claim being admissible by the insurer towards the liability, to pay or make good to the insured the value of the property at the time of the happening of its loss or destruction or the amount of such damage thereto as provided for under the policy and/or
- To indemnify the insured against liability at law or damage to any property or injuries to persons as provided for under the policy.

II. Co-insurance Schedule:

SN	Name of the Insurer	Share (%)
	(Lead Insurer)	
	(Co-insurer)	
	(Co-insurer)	
	(Co-insurer)	
	(Co-insurer)	

III. Conditions forming part of this clause

It is hereby agreed and understood that:

- The Insured in exercise of his option has after having understood the implications, selected the above named lead Insurer and the named Co-insurers vide sr. Nos. of the co-Insurance schedule as in point no. 2 under the policy.
- The duties of insured would devolve upon the authorized intermediary licensed by IRDA (referred to as authorized representative here after) where the insured appoints such authorized intermediary to transact on his behalf with the insurer/s.
- It shall be the responsibility of the insured or his authorized representative licensed by IRDA to decide on the panel of co-insurers and their respective shares of the risk herein as set out in co-insurance share under paragraph 2 above and communicate the same to all such participating co-insurers, prior to assumption of risk.
- The lead Insurer shall finalize the terms and conditions applicable to the risk in the form of an underwriting slip with a unique code to be handed over to the Insured/Authorized intermediary.
- It shall be the responsibility of the insured or his authorized representative to ensure that all insurers listed in the co-insurance schedule under paragraph 2 above, are fully aware of the terms and conditions of this policy and shall secure their unqualified acceptance of such terms and conditions prior to issuance of cover and inclusion of names of insurers in this co-insurance arrangement.
- During the currency of the policy, if there are any material changes in risk or as changes in original terms and conditions such as variation in Sum Insured, changes in premium charged, extension of policy period, etc., the same shall be communicated by the insured or his authorized representative giving sufficient advance notice of 7 days to the leader as well as all other participating co-insurers listed in the co-insurance schedule under paragraph 2 above and procure confirmation thereon. The endorsement to this effect shall be executed by the lead insurer under advice to all other participating co-insurers.
- The liability of the insurers shall in no case exceed in respect of each item of the sum expressed in the set schedule to be insured thereon or in the all, the total sum insured hereby or sums as may be substituted thereof by endorsement.
- In the event of any of the insurers, chosen by the Insured as per paragraph 3.1 above and listed in the co-insurance schedule, withdrawing from participation in this Policy at any time during its currency after giving due notice of 14 days, the insured shall arrange for an alternative insurer to take up the full share of risk vacated by the existing insurer. In the event of insured failing to do so, the insured shall be considered as his own insurer for such share of risk or part there of which is not taken up by such alternative co-insurer.
- In the event of a claim under this policy, the insured shall give notice of its occurrence to the Lead Insurer with a copy to all the insurers as listed in clause 2 above.
- Upon receipt of such notification of claim, all claim related activities including appointment of surveyors, etc shall be done by the lead insurer who shall decide the admissibility as well as quantum of the claim and the co-insurers shall abide by the same.

- In the event of any claim being value of more than 5 crores the lead insurer can immediately demand and the following co-insurer shall pay the cash call of their proportionate share of loss.
- In all other cases, where the Lead Insurer pays 100% of the assessed loss, the following co-insurer/s shall remit their share of the loss to the Lead Insurers within a maximum period of 21 days from the date on which the Lead Insurer makes the demand.
- Lead Insurer's declaration that the Claim and the amount there of was in accordance with terms and conditions of the Policy issued shall be considered sufficient by the co-insurers for the purpose of remitting their share of the loss to the Lead Insurer.
- The co-insurers forming part of this agreement shall be entitled to demand and obtain from the Lead Insurer/Intermediaries copies of all policies, endorsements or other claim related documents relevant to this co-insurance clause.
- In witness, whereof, this policy has been signed by ----- General Insurance Company (Lead Insurer) for itself and as authorized agents for other participating insurers named herein.
- Subject otherwise to the terms, exceptions, conditions and limitations of this policy.

6. Contract Price Clause

It is agreed that in respect only of goods sold but not delivered, for which the Insured is responsible, and with regard to which, under the conditions of sale, the sale contract is, by reason of loss or damage to the above mentioned goods, cancelled, either wholly or to the extent of the loss or damage, the liability of the Company shall be based on the contract price and for the purpose of average, the value of all goods to which this clause would, in the event of loss or damage, be applicable, shall be ascertained on the same basis.

7. Cost of Re-writing Records Cover

In consideration of the additional premium having been paid by the Insured and notwithstanding anything to the contrary contained in this Policy, it is hereby understood and agreed that this Policy stands extended to cover the costs necessarily and reasonably incurred in rewriting or redrawing plans of specifications of contract works insured hereunder, when such plans or specifications are lost or damaged by any causes, not excluded under the Policy and the Insured needs to have them redrawn or rewritten, in order to complete the project or to enable to be made for works already carried out.

The liability of the Company shall not exceed, in the aggregate during the Period of Insurance, the limit of liability set forth in the Schedule.

The aforementioned provisions shall be subject to the terms, exclusions, conditions and limitations of this Policy.

8. Declaration Clause

a) In consideration of the premium by this policy being provisional in that it is subject to adjustment on expiry of each period of insurance. "The Insured agrees to declare to the Company in writing the value of his stocks (other than retail) less any amount insured by Policies other than

declaration policies, in each separate building or non-communicating compartment or in the open on the following basis namely 1] average of the values at risk on each day of the month or 2] the highest value at risk during the month and to make such declaration(s) latest by the last day of the succeeding month. Such declaration(s) shall be signed by the Insured or by a responsible person authorized to sign on his behalf.

If other policies on declaration basis cover the stocks hereby insured, the declarations shall be made so as to apportion to each policy a share of the value of the stocks insured under such declaration policies, PRO RATA to the respective amounts named in the policies.

In the event of a declaration not being made latest by the last day of the succeeding month, then the insured shall be deemed to have declared the Sum Insured hereby as the value at risk.

On the expiry of each period of insurance the premium shall be calculated on the average Sum Insured namely, the total of the values declared or deemed to have been declared divided by the number of declarations deemed to have been made.

If the resultant premium is less than the provisional premium, the difference shall be repaid to the Insured but such repayment shall not exceed 50% of the provisional premium.

Further it is hereby agreed and understood that no reduction in sum insured shall be allowed during the currency of the policy

b) The basis of value for declarations shall be the market value and any loss hereunder shall be settled on the basis of the Market Value immediately anterior to the loss.

c) If at the time of any loss, there be any subsisting insurance or insurances on other than a declaration basis, whether effected by the Insured or by any other person or persons, covering the stocks hereby insured, this policy shall apply only to the excess of the value of such stocks at the time of the loss over the Sum Insured by such other insurance or insurances, and this Company shall not be liable to pay or contribute more than that proportion of such loss which such excess (or, if there be other declaration insurances covering the same stocks, a ratable proportion of such excess) but not exceeding the Sum Insured hereby, bears to the total value of the stocks.

d) If after the occurrence of a loss it is found that the amount of the last declaration previous to the loss is less than the amount that ought to have been declared, then the amount which would have been recoverable by the Insured shall be reduced in such proportion as the amount of the said last declaration bears to the amount that ought to have been declared.

e) Notwithstanding the occurrence of loss it is understood that the Sum Insured will be maintained at all times during the currency of the policy and the Insured therefore undertakes to pay extra premium on the amount of any loss pro rata from the date of such loss to the expiry of the period of insurance, the premium being calculated at the rate applicable to the stocks destroyed and such extra premium shall not be taken into account in, and shall be distinct from, the final adjustment of premium.

f) In event of this policy being cancelled by the Insured during its currency (whether stocks exist or not) the premium to be retained by the Company shall be the appropriate short period premium calculated on the average amount insured upto the date of cancellation, or 50% of the provisional premium whichever is greater. Notwithstanding the above, if

the policy is cancelled by the insured after a loss has occurred, the premium to be retained by the company shall be the PRO RATA proportion of the premium calculated on the average amount insured upto the date of cancellation plus the PRO RATA proportion of the premium from the date of loss to the expiry of the period of insurance on the amount of loss paid, or 50% of the provisional premium whichever is greater.

g) The maximum liability of the Company shall not exceed the Sum Insured hereby and premium shall not be receivable on value in excess thereof. The Sum Insured may, however, be increased by prior agreement with the Company in which event the new Sum Insured and the date from which it is effective will be recorded on the policy by endorsement. In the event of an increase in the Sum Insured being agreed to, the Company shall charge on such increased sum an additional provisional premium on a basis proportionate to the unexpired period of the policy and upon expiry of each period of insurance the total provisional premium so paid shall be adjusted as provided for in Clause a) above. If during the currency of the policy, the rate for the class of risk to which the insurance applies is revised, and an increase in the Sum Insured under a Declaration Policy is agreed to, the Company shall charge on such increased sum an additional provisional premium on a basis proportionate to the unexpired period of policy, at the rate at which the insurance was originally effected and upon expiry of each period of insurance the total provisional premium so paid shall be adjusted as provided for in Clause a) above.

h) If the stocks hereby insured shall at the time of loss be collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a ratable proportion of the loss accordingly. Every item, if more than one, on stock shall be separately subject to this condition.

i) It is warranted that every other policy on a declaration basis covering the stocks insured hereby shall be identical in wording with this policy.

j) This insurance is subject in all respects to the printed conditions of the policy except in so far as they may be varied by the above conditions.

Limit of indemnity shall be as specified in the Schedule as agreed in respect of any one event and in the aggregate.

9. Designation of Property Clause

For the purpose of determining, where necessary, the item under which any property is insured, the insurers agree to accept the designation under which the property has been entered in the insured's books.

10. Employee Personal Property Cover

It is hereby declared and agreed that, notwithstanding anything to the contrary contained in this Policy, with payment of additional premium amount having been made by the Insured, this Policy covers personal property of directors, officers and employees of the Insured and of the visitors to the Premises from insured perils, while at the Premises. Personal property, as mentioned hereinabove, shall include motor vehicles, but only to the extent of any excess of value beyond the amount covered under any other specific insurance.

The aforementioned provisions shall be subject to the terms, conditions, exclusions and limitations of this Policy.

11. First Loss Clause

It is hereby declared and agreed that this Policy has been issued on a First Loss Basis, in respect of the Stock, for the amount specified in the Schedule.

It is further declared and agreed that in the event of the total value of Stock, at the time of loss, being greater than the total value declared for the purposes of this Policy and incorporated in the Schedule, the Insured shall be considered as being his own insurer, for the differential amount, and shall bear appropriate share of the loss accordingly.

Every item, if more than one, under or in terms of this endorsement, shall be separately subject to this condition.

The aforementioned provisions shall be subject to the terms and conditions of the Policy.

12. Floater Cover

In consideration of payment of the additional premium amount by the Insured, the Sum Insured, in aggregate, under the Policy is available for any one, more, or all locations, as specified in the Policy, in respect of movable property. At all times during currency of the Policy, the Insured should have a good internal audit and accounting procedure, under which the total amount of risk at any/ or each one of the locations can be established at any particular time, if required.

Any change in the address of the Risk Locations, specifically declared at the inception, shall be communicated, immediately, by the Insured, in writing, to the Intermediary or the Company and the written consent of the Company, on such intimation of change, shall be obtained by the Insured. The insurance cover provided for any specific Risk Location(s) shall be rendered null and void if there is a change in the address(s) of the Risk Location(s), but the written consent of the Company has not been obtained and signified in the Schedule, for continuance of insurance coverage at the aforementioned new address (es).

13. Floater Declaration Cover

"In consideration of Floater Extra charged over and above the policy rate the S.I. in aggregate under the policy is available for any one, more, or all locations as specified in respect of movable property.

At all times during the currency of this policy the insured shall have a good internal audit and accounting procedure under which the total amount at risk and the locations can be established at any particular time if required.

The changes in the address of locations specifically declared at inception should be communicated"

a) Also in consideration of the premium by this policy being provisional in that it is subject to adjustment on expiry of each period of insurance.

"The Insured agrees to declare to the Company in writing the value of his stocks (other than retail) less any amount insured by Policies other than declaration policies, in each separate building or non-communicating compartment or in the open on the following basis namely 1] average of the values at risk on each day of the month or 2] the highest value at risk during the month and to make such declaration(s) latest by the last day of the succeeding month. Such declaration(s) shall be signed by the Insured or by a responsible person authorized to sign on his behalf.

If other policies on declaration basis cover the stocks hereby insured, the

declarations shall be made so as to apportion to each policy a share of the value of the stocks insured under such declaration policies, PRO RATA to the respective amounts named in the policies.

In the event of a declaration not being made latest by the last day of the succeeding month, then the insured shall be deemed to have declared the Sum Insured hereby as the value at risk.

On the expiry of each period of insurance the premium shall be calculated on the average Sum Insured namely, the total of the values declared or deemed to have been declared divided by the number of declarations deemed to have been made.

If the resultant premium is less than the provisional premium, the difference shall be repaid to the Insured but such repayment shall not exceed 20% of the provisional premium.

Further it is hereby agreed and understood that no reduction in sum insured shall be allowed during the currency of the policy.

b) The basis of value for declarations shall be the market value and any loss hereunder shall be settled on the basis of the Market Value immediately anterior to the loss.

c) If at the time of any loss, there be any subsisting insurance or insurances on other than a declaration basis, whether effected by the Insured or by any other person or persons, covering the stocks hereby insured, this policy shall apply only to the excess of the value of such stocks at the time of the loss over the Sum Insured by such other insurance or insurances, and this Company shall not be liable to pay or contribute more than that proportion of such loss which such excess (or, if there be other declaration insurances covering the same stocks, a ratable proportion of such excess) but not exceeding the Sum Insured hereby, bears to the total value of the stocks.

d) If after the occurrence of a loss it is found that the amount of the last declaration previous to the loss is less than the amount that ought to have been declared, then the amount which would have been recoverable by the Insured shall be reduced in such proportion as the amount of the said last declaration bears to the amount that ought to have been declared.

e) Notwithstanding the occurrence of loss it is understood that the Sum Insured will be maintained at all times during the currency of the policy and the Insured therefore undertakes to pay extra premium on the amount of any loss pro rata from the date of such loss to the expiry of the period of insurance, the premium being calculated at the rate applicable to the stocks destroyed and such extra premium shall not be taken into account in, and shall be distinct from, the final adjustment of premium.

f) In event of this policy being cancelled by the Insured during its currency (whether stocks exist or not) the premium to be retained by the Company shall be the appropriate short period premium calculated on the average amount insured upto the date of cancellation, or 80% of the provisional premium whichever is greater. Notwithstanding the above, if the policy is cancelled by the insured after a loss has occurred, the premium to be retained by the company shall be the PRO RATA proportion of the premium calculated on the average amount insured upto the date of cancellation plus the PRO RATA proportion of the premium from the date of loss to the expiry of the period of insurance on the amount of loss paid, or 80% of the provisional premium whichever is greater.

g) The maximum liability of the Company shall not exceed the Sum

Insured hereby and premium shall not be receivable on value in excess thereof. The Sum Insured may, however, be increased by prior agreement with the Company in which event the new Sum Insured and the date from which it is effective will be recorded on the policy by endorsement. In the event of an increase in the Sum Insured being agreed to, the Company shall charge on such increased sum an additional provisional premium on a basis proportionate to the unexpired period of the policy and upon expiry of each period of insurance the total provisional premium so paid shall be adjusted as provided for in Clause a) above. If during the currency of the policy, the rate for the class of risk to which the insurance applies is revised, and an increase in the Sum Insured under a Declaration Policy is agreed to, the Company shall charge on such increased sum an additional provisional premium on a basis proportionate to the unexpired period of policy, at the rate at which the insurance was originally effected and upon expiry of each period of insurance the total provisional premium so paid shall be adjusted as provided for in Clause a) above.

h) If the stocks hereby insured shall at the time of loss be collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a ratable proportion of the loss accordingly. Every item, if more than one, on stock shall be separately subject to this condition.

i) It is warranted that every other policy on a declaration basis covering the stocks insured hereby shall be identical in wording with this policy.

j) This insurance is subject in all respects to the printed conditions of the policy except in so far as they may be varied by the above conditions.

14. Local Authorities Clause

The insurance by this policy extends to include such additional cost of reinstatement of the destroyed or damaged property hereby insured as may be incurred solely by reason of the necessity to comply with the Building or other Regulations under or framed in pursuance of any act of Parliament or with Bye-laws of any Municipal or Local authority provided that:

- a) The amount recoverable under this extension shall not include:
- i. the cost incurred in complying with any of the aforesaid Regulations or Bye-laws,
 - in respect of destruction or damage occurring prior to the granting of this extension,
 - in respect of destruction or damage not insured by the policy,
 - under which notice has been served upon the insured prior to the happening of the destruction of damage,
 - in respect of undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from the insurance by this policy) of that portion of the property destroyed or damaged,
 - ii. the additional cost that would have been required to make good the property damaged or destroyed to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations of Bye-laws not arisen,
 - iii. the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance

with any of the aforesaid Regulations or Bye-laws.

b) The work of reinstatement must be commenced and carried out with reasonable dispatch and in any case must be completed within twelve months after the destruction or damage or within such further time as the Insurers may (during the said twelve months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid Regulations or Bye-laws so necessitate) subject to the liability of the Insurer under this extension not being thereby increased.

c) If the liability of the insurer under (any item of) the policy apart from this extension shall be reduced by the application of any of the terms and conditions of the policy then the liability of the Insurers under this extension (in respect of any such item) shall be reduced in like proportion.

d) The total amount recoverable under any item of the policy shall not exceed the sum insured thereby.

e) All the conditions of the policy except in so far as they may be hereby expressly varied shall apply as if they had been incorporated herein."

f) No additional premium shall be charged for inclusion of this clause in this policy.

15. Loss Minimization Expenses

Subject to the terms, conditions, exclusions and limitations of this Policy, it is hereby declared and agreed that, notwithstanding anything to the contrary in this Policy, this endorsement extends to cover the expenses for loss minimization, necessarily incurred by the Insured, to prevent any aggravation a loss or damage at any of the Risk Locations specified in the Schedule, including moving / shifting of Property Insured, if it contributes to loss minimization.

The liability of the Company shall not exceed, in the aggregate during the Period of Insurance, the limit of liability set forth in the Schedule.

16. Omission To Insure Additions, Alterations Or Extensions

The Insurance by this Policy extends to cover Buildings and/or Machinery, Plant and other Contents which the insured may erect or acquire or for which they may become responsible at the within described premises. The liability under this Extension shall not exceed 5% of the Sum Insured by each item.

The Insured shall notify the Insurer of each additional insurance as soon as it shall come to their knowledge and shall pay the appropriate additional premium thereon from the date of inception.

Following the advice of any additional insurance as aforesaid, cover by this extension shall be fully reinstated.

No liability shall attach to the insurers in respect of any Building, Machinery, Plant or other Contents while such property is otherwise insured.

Note 1. All new additions to Buildings and/or Machinery and Plant not specifically insured/included during the currency of the policy should be declared at the end of the year and suitable additional premium paid on pro rata basis from the date of completion of the construction /erection of additions may be suitably adjusted. If the insured fails to declare the values of such additions within 30 days after the expiry of the policy, there shall be no refund of the advance premium collected.

Note 2. Other Contents' in the above clause shall mean 'Furniture and Fittings' and does not include stock of any nature.

17. On Account Payment Clause

Subject to the terms, conditions, exclusions and limitations under this Policy, it is hereby agreed and noted that the 'payment on account' will be made to the Insured, if desired, provided that it is established that the loss or damage is covered under the Policy. The extent of such 'payment on account' shall be solely decided by the Company and shall not exceed 75% of the Market Value that the Property Damage may fetch as on the date of loss. In case of partial loss of the Property Insured, the Market Value shall be limited to the parts damaged and not the entire Property Insured in question.

18. Pair and Set Cover

Subject to the terms, conditions, limitations and exclusions under this Policy, it is hereby declared and agreed that, notwithstanding anything contained to the contrary in this Policy and with appropriate additional premium amount having been paid by the Insured, where any Property Insured consists of articles in a pair or set, the Company shall not be liable to pay more than the proportionate value of any particular part or parts which may be lost, without reference to any special value which such article or articles may have as part of such pair and set.

19. Reinstatement Value Policies

It is hereby declared and agreed that in the event of the property insured under (Item Nos.....of) within the policy being destroyed or damaged, the basis upon which the amount payable under (each of the said items of) the policy is to be calculated shall be cost of replacing or reinstating on the same site or any other site with property of the same kind or type but not superior to or more extensive than the insured property when new as on date of the loss, subject to the following Special Provisions and subject also to the terms and conditions of the policy except in so far as the same may be varied hereby.

Special Provisions

The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable dispatch and in any case must be completed within 12 months after the destruction or damage or within such further time as the Company may in writing allow, otherwise no payment beyond the amount which would have been payable under the policy if this memorandum had not been incorporated therein shall be made.

Until expenditure has been incurred by the Insured in replacing or reinstating the property destroyed or damaged the Company shall not be liable for any payment in excess of the amount which would have been payable under the policy if this memorandum had not been incorporated therein.

If at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the property covered had been destroyed, exceeds the Sum Insured thereon or at the commencement of any destruction or damage to such property by any of the perils insured against by the policy, then the insured shall be considered as being his own insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item of

the policy (if more than one) to which this memorandum applies shall be separately subject to the foregoing provision.

This Memorandum shall be without force or effect if

- (a) The Insured fails to intimate to the Company within 6 months from the date of destruction or damage or such further time as the Company may in writing allow his intention to replace or reinstate the property destroyed or damaged.
- (b) the Insured is unable or unwilling to replace or reinstate the property destroyed or damaged on the same or another site.

20. Removal of Debris Cover

It is, in furtherance to the existing terms and conditions, agreed that, basis payment of appropriate additional premium amount by the Insured, this Policy includes the cost and expenses of clearing debris, including the cost of clean-up, after loss, destruction or damage by an insured peril, including but not limited to the costs and expenses actually incurred in the necessary dismantling, removal, demolition, shoring up or propping, clearance of drains and sewers, temporary boarding up of the Property Insured, so destroyed or damaged, including undamaged portions and the removal of debris (including the removal of Contents, whether damaged or undamaged) provided that:

- i. Such costs are not recoverable under any other policy of insurance;
 - ii. No liability is assumed for the expense of removal of any Property Insured or part thereof, the removal of which is required by law;
- Provided that this Policy does not insure against the costs of decontamination or removal of water, soil or any other substance on or under the Premises.

It is condition precedent to recovery, under this extension, that the Insurer shall have paid or agreed to pay for direct loss or damage to the Property Insured, unless such payment is precluded solely by the operation of any deductible.

21. Replacement of Locks including Repair to Insured Premises

Subject to the terms, conditions, exclusions and limitations of this Policy and with the Insured having made payment of appropriate additional premium amount, the coverage herein extends to include the cost incurred by the Insured for replacement of locks or repair, if any, of the Premises, following a loss or damage at any Premises, as specified in the Schedule.

Provided, however, that:-

- a) the liability of the Company shall be limited to the cost of replacing any such lock, being the subject of the claim, with one of similar quality; and
- b) the liability of the Company shall not exceed 10% of the total Sum Insured.

22. Riot, Strike Cover

It is agreed and understood that subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the additional premium amount, this Policy is extended to cover loss or damage directly occasioned by or contributed to by riot and strike, civil commotion.

23. Temporary Removal Cover

Subject to the terms, conditions, exclusions and limitations under this Policy, the Property Insured is covered, against appropriate additional premium having been paid by the Insured and for a maximum amount of 10% of the Sum Insured, whilst temporarily removed, for cleaning, renovation, modification, repair or other similar purpose, elsewhere within the same Premises or to any other premises, inclusive of the Risk Locations or otherwise, and in transit thereto and therefrom by road, rail or inland waterways, within the territory of India. The amount recoverable under this extension, in respect of the Property Insured so removed, shall not exceed the amount, which would have been recoverable had that loss occurred in that part of the Premises from which the Property Insured has been temporarily removed. This extension does not apply to Property Insured, if, and so far as, it is otherwise insured, nor does it apply to Contents nor, as regards losses occurring elsewhere than at the Premises from which the Property Insured is temporarily removed, to :-

- (a) Motor vehicle and motor chassis; and
- (b) Property Insured (other than machinery and plant) held by the Insured in trust.

24. Temporary Storage Cover

Subject to the terms, conditions, limitations and exclusions under this Policy and with the Insured having paid appropriate additional premium amount, the Property Insured (excluding buildings) shall be covered whilst temporarily stored anywhere within the territory of India, provided that:-

- (a) The period of temporary storage shall not exceed ninety (90) days;
- (b) The liability of the Company is limited to 10% of the total Sum Insured or ₹10,000,000, whichever is lower;
- (c) The Company shall not be liable for any loss or damage to the Property Insured, whilst in transit (including the processes of loading and unloading, incidental to such transit);
- (d) This extension shall neither apply to Property Insured, in so far as it is otherwise insured, nor to motor vehicles and motor chassis.

25. Terrorism Inclusion Cover

INSURING CLAUSE

Subject otherwise to the terms, exclusions, provisions and conditions contained in the Policy and in consideration of the payment by the Insured to the Company of additional premium as stated in the Schedule, it is hereby agreed and declared that notwithstanding anything stated in the 'Terrorism Risk Exclusion' of this Policy to the contrary, this Policy is extended to cover physical loss or physical damage occurring during the period of this Policy caused by an act of terrorism, subject to the exclusions, limits and excess described hereinafter.

For the purpose of this cover, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist

activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

This cover also includes loss, damage, cost or expense directly caused by, resulting from or in connection with any action taken in suppressing, controlling, preventing or minimizing the consequences of an act of terrorism by the duly empowered government or Military Authority.

Provided that If the Insured is eligible for indemnity under any government compensation plan or other similar scheme in respect of the damage described above, this Policy shall be excess of any recovery due from such plan or scheme.

For the purpose of the aforesaid inclusion clause, "Military Authority" shall mean armed forces, para military forces, police or any other authority constituted by the government for maintaining law and order.

LOSSES EXCLUDED

This cover shall not indemnify loss of or damage to property caused by any or all of the following:

1. loss by seizure or legal or illegal occupation;
2. loss or damage caused by: (i) voluntary abandonment or vacation, (ii) confiscation, commandeering, nationalization, requisition, detention, embargo, quarantine, or any result of any order of public or government authority, which deprives the Insured of the use or value of its property;
3. loss or damage arising from acts of contraband or illegal transportation or illegal trade;
4. loss or damage directly or indirectly arising from or in consequence of the seepage and or discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment;
5. loss or damage arising directly or indirectly from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind;
6. loss or damage arising directly or indirectly from or in consequence of asbestos emission, release, discharge, dispersal or escape or asbestos exposure of any kind;
7. any fine, levy, duty, interest or penalty or cost or compensation/damages and/or other assessment which is incurred by the Insured or which is imposed by any court, government agency, public or civil authority or any other person;
8. loss or damage by electronic means including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorized instructions or code or the use of any electromagnetic weapon. This exclusion shall not operate to exclude losses (which would otherwise be covered under this Policy) arising from the use of any computer, computer system or computer software programmes or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile;
9. loss or damage caused by vandals or other persons acting maliciously or by way of protest or strikes, labour unrest, riots or civil commotion;
10. loss or increased cost occasioned by any public or government or

local or civil authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any property insured hereunder;

11. any consequential loss or damage, loss of use, delay or loss of markets, loss of income, depreciation, reduction in functionality, or increased cost of working;

12. loss or damage caused by factors including but not limited to cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service;

13. loss or increased cost as a result of threat or hoax;

14. loss or damage caused by or arising out of burglary, house - breaking, looting, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any action taken in respect of an act of terrorism;

15. loss or damage caused by mysterious disappearance or unexplained loss;

16. loss or damage directly or indirectly caused by mould, mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health;

17. total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.

LIMIT OF INDEMNITY

The limit of indemnity under this cover shall not exceed the Total Sum Insured given in the Policy Schedule or ₹2000, 00, 00,000 whichever is lower. In respect of several insurance policies within the same compound/location with one or different insurers, the maximum aggregate loss payable per compound/location by any one or all insurers shall be ₹2000,00,00,000. If the actual aggregate loss suffered at one compound/location is more than ₹2000, 00, 00,000, the amounts payable under individual policies shall be reduced in proportion to the sum insured of the policies.

EXCESS

Shops and Residential Risks:- 1% of the claim amount for each and every claim subject to Minimum of ₹10,000 and Maximum of ₹500,000.

Non Industrial Risks:- 1% of the claim amount for each and every claim subject to Minimum of ₹25,000 and Maximum of ₹1,000,000

Industrial Risks:- 5% of the claim amount for each and every claim subject to Minimum of ₹100,000 and Maximum of ₹25,00,000

ADD ON COVERS

It is further declared and agreed that the limit of indemnity including the claim on add on cover(s) shall not exceed total sum insured plus separate sublimit opted for add on cover(s) or ₹20,000,000,000 whichever is lower. In respect of several insurance policies with in the same compound/location or affected in the single event, the maximum aggregate loss payable per compound/location and or arising out of single event by any one or all insurers shall be ₹20,000,000,000.

SANCTION, LIMITATION AND EXCLUSION CLAUSE

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or

restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

CANCELLATION CLAUSE

Notwithstanding the cancellation provisions relating to the basic insurance policy on which this endorsement is issued, there shall be no refund of premium allowed for cancellation of the Terrorism risk insurance during the period of insurance except where such cancellation is done along with the cancellation of the basic insurance. Where a policy is cancelled and rewritten mid-term purely for the purpose of coinciding with the accounting year of the insured, pro-rate refund of the cancelled policy premium will be allowed.

If the cancellation is for any other purpose, refund of premium will only be allowed after charging short term scale rates.

Note: The definitions, terms and conditions of main Policy save as modified or endorsed herein shall apply.

26. Theft by Use of Duplicate Keys

Notwithstanding anything to the contrary contained in this Policy and with the Insured having paid appropriate additional premium amount, the coverage under this Policy extends to include theft of Property Insured through use of duplicate keys to any Safe or Strongroom, provided that in case of such an event, the Insured shall provide categorical proof to the Company that such duplicate key or keys were utilized.

In the event of such loss, the Insured shall, as soon as possible thereafter, have the locking mechanism of such Safe or Strong room modified or replaced, in order to accommodate the use of the replaced keys. In the time period between the theft/ event and replacement of the locking mechanism or the accommodation of alternative keys, the coverage under this Policy shall stand suspended, in so far as such Safe or Strong room is utilized.

In the event of loss in terms of the provision of this clause, the liability of the Company shall be limited to twenty five percent (25%) of the claim amount, assessed and agreed to by the Company.

The aforementioned provision shall be subject to the terms, conditions, exclusions and limitations of this Policy.

27. Theft Inclusion Cover

It is agreed and declared that subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the additional premium amount, this Policy is extended to cover loss or damage to Property Insured, as defined in the Schedule, arising out of theft.

28. Unoccupancy Cover

This Policy will not be prejudiced, subject to the terms, conditions, exclusions and limitations under this Policy, in the event of any building within the Premises remaining unoccupied for a period greater than 30 days consecutively, notwithstanding anything contained to the contrary in this Policy, provided that in due course, the Insured gives notice, in

writing, to the Company and, on demand, makes payment of such additional premium amount, as the Company may require.

29. Vehicle Load Cover

In the event of any of the vehicles of the Insured being left loaded overnight, where the Property Insured is already sold but not yet delivered, whilst within the Premises, then, subject to the terms, conditions, exclusions and limitations under the Policy and with the Insured having paid appropriate additional premium amount, the Company will indemnify the Insured in the event of loss or damage incurred on the Property Insured, so left loaded, by any of the insured perils.

30. Waiver of Under Insurance

If, in the event of loss or damage, it is found that the Sum Insured is less than the amount required to be insured, then the amount recoverable by the Insured, under this clause, shall be reduced in such proportion as the Sum Insured bears with the amount required to be insured. Provided, however, that if the Sum Insured is not less than 85% of the value of the Property Insured, this condition shall be of no purpose and effect.

31. Personal Assault Cover

It is hereby agreed and declared that we will pay the Sum Insured if the Insured dies solely and directly due to an incident of burglary or housebreaking which occurs during the Period of Insurance, provided that the death occurs within 12 months from the date of that incident. The Company will, in respect of such death pay to the Insured or his or her legal representative an amount as mentioned in the Policy Schedule in respect of any one incidence or in aggregate. The benefit payable under this cover shall not exceed INR 500,000 any one incidence and in aggregate.

However, no amount will be payable in respect of:

Death, attributable to, or consequent upon, or accelerated by; or
 Disablement, aggravated by, attributable to, or consequent upon
 Any pre-existing physical defect or injury.

In case of Insured being an entity, the owners, partners, proprietors or directors of Insured entity shall be covered.

32. Clothing and Personal Effects

It is hereby agreed and declared that this Policy covers loss of clothing and personal effects (excluding money), not otherwise insured, belonging to the owners, partners, proprietors or directors of Insured's business, due to an insured event upto an amount as specified in Policy Schedule but not exceeding INR 50,000/- in respect of any one event and in aggregate of all occurrences during the Period of Insurance.

33. Money

It is hereby agreed and declared that this Policy covers loss of money stolen from a securely locked safe or strong room on Insured Premises arising out of an insured peril up to an amount not exceeding sum insured as specified in policy schedule but not exceeding Rs.500,000/- in respect of any one event and in aggregate.

34. Damage to Safe and/or Strong Room

If the Sum Insured under this Policy has not been exhausted, the Policy will indemnify up to the balance of the Sum Insured but not more than ₹100,000 in respect of any one event, for damage (other than breakage of glass) to the premises due to due to an Insured peril. In the event of such damage, the Company will:

(a) at its option, pay for or repair or make good the damage for which Insured are responsible;

(b) Indemnify the Insured in respect of the cost of temporary protection reasonably necessary for the safety and protection of the property insured, pending repair of the damaged premises.

35. Seasonal Increase or Festive Increase

The Sum Insured for Stock is increased by ten percent (10%) or ₹1,000,000, sum insured as mentioned in the policy schedule against subject benefit subject to maximum, during the below mentioned Season/ Festival,

New Year: which shall be calculated as being from 30 days immediately prior to New Year (i.e 1st January) and 10 days immediately thereafter; and

Diwali: 30 days immediately prior to notified date of Diwali and 10 days immediately thereafter, as may be claimed for by the Insured.

Provided that this Extension of Cover will not extend beyond the Period of Insurance, as shown in the Schedule.

36. Bank and Public Holiday Extension

The Sum Insured under the Policy shall stand automatically increased by 10% or sum insured as mentioned in the policy schedule against subject benefit subject to maximum ₹1,000,000 on days that are gazette public holidays or bank holidays. This increase in the Sum Insured shall apply until closure of banking hours on the next business day following such gazette public holiday or bank holiday.

Provided that this Extension of Cover will not extend beyond the Period of Insurance, as shown in the Schedule.



GRIEVANCE MECHANISM

Any Grievance of the Complainant sent in a written communication to the Company at any of the touch points as mentioned, shall be addressed within 14 days of the receipt of the complaint.

Escalation Matrix:

Step 1

Call: 1800 12000

Email: support@edelweissinsurance.com

Step 2

If the response is not as per Complainant's expectations he/she may contact the Grievance Cell at the below touch-points:

- Email: grievance@edelweissinsurance.com
- Address: Edelweiss General Insurance Company Limited, Kohinoor City Mall, Tower 3, Kirol Road, Kurla West, Mumbai 400070

Step 3

If the response is not as per Complainant's expectations he/she may contact the Company's Grievance Redressal Officer at:

- Email: grievanceofficer@edelweissinsurance.com
- Address: Edelweiss General Insurance Company Limited, Kohinoor City Mall, Tower 3, Kirol Road, Kurla West, Mumbai 400070

Step 4

If the Complainant is not still not satisfied with the response or does not receive a response from the Company within 14 days, the Complainant may approach the Grievance Cell of the IRDAI on the following contact details:

- IRDAI Grievance Call Centre (IGCC) TOLL FREE NO: 155255; Email ID: complaints@irda.gov.in
- Register online at: <http://www.igms.irda.gov.in/>
- Address for communication for complaints by fax/paper: Consumer Affairs Department, Insurance Regulatory and Development Authority of India Sy. No. 115/1, Financial District, Nanakramguda, Gachibowli Hyderabad - 500032

Step 5

If the complaint/grievance has still not been resolved, the Complainant may approach the Office of the Insurance Ombudsman established by the Central Government of India

as per Rule 13 and Rule 14 of the Insurance Ombudsman Rules, 2017 ('Ombudsman Rules').

The following complaints can be lodged with the Insurance Ombudsman:

1. Any partial or total repudiation of claims by an insurer;
2. Any dispute in regard to premium paid or payable in terms of the policy;
3. Any dispute on the legal construction of the policies in so far as such disputes relate to claims;
4. Delay in settlement of claims;
5. Non-issue of any insurance document to customers after receipt of premium.

Manner in which complaint is to be made Rule 14 of the Ombudsman Rules:-

1. Any person who has a grievance against the Company, may himself or through his legal heirs make a complaint in writing to the Ombudsman within whose jurisdiction the branch or office of the Company complained against is located.
2. The complaint shall be in writing duly signed by the complainant or through his legal heirs and shall state clearly the name and address of the complainant, the name of the branch or office of the insurer against which the complaint is made, the fact giving rise to the complaint.
3. No complaint to the Ombudsman shall lie unless:
 - the complainant had before making a complaint to the Ombudsman, made a written representation to the Company/insurer named in the complaint and either insurer had rejected the complaint or the complainant had not received any reply within a period of one month after the insurer concerned received his representation or the complainant is not satisfied with the reply given to him by the insurer;
 - the complaint is made not later than one year after the insurer had rejected the representation or sent his final reply on the representation of the complainant; and
 - the complaint is not on the same subject matter for which any proceedings before any court or Consumer Forum or arbitrator is pending or was so earlier.



Ombudsman and Addresses

Mentioned below are contact details of Ombudsman:

CONTACT DETAILS	JURISDICTION
AHMEDABAD Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@ecoi.co.in	State of Gujarat, Union Territory of Dadra & Nagar Haveli & Union Territory of Daman and Diu.
BENGALURU Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No.57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru-560 078. Tel.:- 080-26652048 / 26652049 Email: bimalokpal.bengaluru@ecoi.co.in	State of Karnataka
BHOPAL Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 033. Tel.:- 0755-2769200/201/202, Fax:- 0755-2769203 Email: bimalokpal.bhopal@ecoi.co.in	States of Madhya Pradesh and Chattisgarh
BHUBANESHWAR Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.:- 0674-2596461 / 2596455, Fax:- 0674-2596429 Email: bimalokpal.bhubaneswar@ecoi.co.in	State of Odisha
CHANDIGARH Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.:- 0172-2706196/ 2706468 Fax:- 0172-2708274 Email: bimalokpal.chandigarh@ecoi.co.in	States of Punjab, Haryana, Himachal Pradesh, Union Territory of Jammu & Kashmir, Union Territory of Ladakh and Union Territory of Chandigarh
CHENNAI Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453 , Anna Salai, Teynampet, CHENNAI – 600 018. Tel.:- 044-24333668 / 24335284 Fax:- 044-24333664 Email: bimalokpal.chennai@ecoi.co.in	State of Tamil Nadu and Union Territories - Puducherry Town and Karaikal (which are part of Union Territory of Puducherry)
DELHI Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.:- 011-23232481/23232481 Email: bimalokpal.delhi@ecoi.co.in	State of Delhi
ERNAKULAM Office of the Insurance Ombudsman, 2nd floor, Pulinat Building, Opp. Cochin Shipyard, M.G. Road, Ernakulam - 682 015. Tel.:- 0484-2358759/2359338 Fax:- 0484-2359336 Email: bimalokpal.ernakulam@ecoi.co.in	State of Kerala, Union Territory of Lakshadweep and Mahe, a part of Puducherry
GUWAHATI Office of the Insurance Ombudsman, 'Jeevan Nivesh', 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.:- 0361- 2632204 / 2602205 Email: bimalokpal.guwahati@ecoi.co.in	States of Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court" Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.:- 040- 67504123 / 23312122 Fax:- 040-23376599 Email: bimalokpal.hyderabad@ecoi.co.in	States of Andhra Pradesh, Telangana and Union Territory of Yanam - a part of Puducherry

CONTACT DETAILS	JURISDICTION
JAIPUR Office of the Insurance Ombudsman, Jeevan Nidhi-II Bldg., Ground Floor, Bhawani Singh Marg, Jaipur - 302005. Tel.:- 0141-2740363 Email:- bimalokpal.jaipur@ecoi.co.in	State of Rajasthan
KOLKATA Office of the Insurance Ombudsman, Hindustan Building Annexe, 4th floor, 4, C.R. Avenue, Kolkata - 700 072. Tel.:- 033-22124339 / 22124340, Fax:- 033-22124341 Email:- bimalokpal.kolkata@ecoi.co.in	States of West Bengal, Bihar, Sikkim and Union Territory of Andaman and Nicobar Islands
LUCKNOW Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow-226 001. Tel.:- 0522-2231330 / 2231331, Fax:- 0522-2231310. Email:- bimalokpal.lucknow@ecoi.co.in	Districts of Uttar Pradesh: Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varansi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sulanpur, Maharajganj, Santkabirnagar, Azamgarh, Kaushinagar, Gorkhpur, Deoria, Mau, Chandauli, Ballia, Sidharathnagar
MUMBAI Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz (W), Mumbai - 400 054. Tel.:- 022- 26106552/ 26106960, Fax:- 022-26106052 Email:- bimalokpal.mumbai@ecoi.co.in	State of Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane
NOIDA Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector-15, Distt: Gautam Budh Nagar, U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253 Email:- bimalokpal.noida@ecoi.co.in	State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozabad, Gautam Budh Nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur
PATNA Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna - 800 006. Tel.: 0612-2680952 Email:- bimalokpal.patna@ecoi.co.in	States of Bihar and Jharkhand
PUNE Office of the Insurance Ombudsman, Jeevan Darshan Building, 3rd Floor, CTS Nos. 195 to 198, NC Kelkar Road, Narayan Peth, Pune - 411 030 Tel: 020 -41312555 Email:- bimalokpal.pune@ecoi.co.in	State of Maharashtra, Area of Navi Mumbai and Thane, excluding Mumbai Metropolitan Region

POLICY WORDING

YOUR POLICY IN DETAIL



Edelweiss Cancellation Inconvenience Insurance Policy

POLICY WORDINGS

Wherever they are planning to go, there is Plan B ready for Your customers.

They obviously live a well-rounded life, travelling and attending Events that appeal to their tastes. With this Edelweiss Cancellation Inconvenience Insurance Policy, We're glad that You chose Us as Your trusted partner, to make dealing with the unexpected, less heavy on the wallet for Your customer. Your Policy Schedule (sent to you with this Policy Wording) will tell You how the main features and terms & conditions for Your Policy are. Please read the entire document carefully. We've tried to keep it light so that...well, it doesn't get too heavy! You and Your customer need to know this stuff in case You or Your customer have to make a claim.

Some really important details. Do read them extra carefully!

Meet Your Insurer You probably know this already, but Your Policy comes from Us – Edelweiss General Insurance Company Limited.

General rules that apply

Your Policy is a contract between You and Us. We will pay You* if You claim against any cancellation, provided it's covered under Your

Policy. Your Policy has a host of benefits and a few exclusions.

Certain words in this Policy have specific meanings than ones generally assumed. Watch out for these words when You read Your Policy documents – they're like landmarks on a journey!

*claim can be paid to the Ticket Holder / Purchaser if so agreed specifically between You and Us.

A - PREAMBLE

Upon receipt of the premium amount from You and realization thereof by Us and believing that all the information provided to Us by You is accurate and truthful, We agree to provide You with an insurance cover, as is described in the Policy Schedule and subsequent endorsements, against a loss You may sustain to the extent and limits contained in the terms below.

B - DEFINITIONS

Accident/Accidental	Accident or Accidental means sudden, unforeseen and involuntary event caused by external, visible and violent means.
Advisory by Authority	Advisory(s) issued, in public interest, by any governmental authorities, including autonomous bodies, having authority or jurisdiction over geographical locations directly related to the cause of loss covered hereunder.
Booking Partner	If You are an organizer or Event operator, then the person/ entity whom You have authorized to sell and administer tickets, partially or completely, for the Event(s) on your behalf, wherein the ticket selling mechanism of such person/ entity is synchronized with Your mechanism enabling You to maintain a unified ticket sale/ Cancellation record.
Cancellation or Cancelled	The act undertaken by the Ticket Purchaser or Ticket Holder by virtue of which such person/ entity renounces the right to avail of or chooses to not consume the Event, arising out of the reasons as defined in the Policy and subject to exclusions as applicable, which act shall have to take place latest within such time before the start of the Event, as is mentioned in the Policy Schedule ("Cut-off time"), on the date mentioned in the ticket or on the Rescheduled date.
Certificate of Insurance	A document issued to the Ticket holder / Ticket purchaser detailing the coverage, limits of Indemnity and duration of the cover which is forming part of the Master Policy issued to the Insured and to be read in conjunction with policy terms and conditions.
Deductible	The sum corresponding to each benefit under the Policy, which shall be deducted from the amount payable to You against each claim or against a series of claims arising from one Event.

Emergency Care	Emergency care (Emergency) means management for an Illness or Injury which results in symptoms which occur suddenly and unexpectedly, and requires immediate care by a Medical Practitioner to prevent death or serious long term impairment of the Ticket Holder/Ticket Purchaser's or his/her Immediate Family member's health.
Event	<p>This includes, but is not limited to, a journey by airplane/ train/ bus, a holiday spot or Tourist destination, a sporting event, music concert, exhibition, cinema, theater, educational/ cultural tour, theme park or any other tourist attraction or just about any other ticket purchased, subject to such Event not pertaining to speculative and/ or illegal Events which are banned by any regulation, law or by a public decree either by the Government Authority or any statutory body. For the Policy to be valid, purchase of the ticket to the Event should have been done in advance directly or through a Booking Partner.</p> <p>In case of packaged bookings, each of the legs, will be considered as a single Event.</p> <p>For Events including travel events (Rail / Bus / Air) originating or departing out of the geographical limits of India, the booking thereof is required to be have been done in India through Indian booking partner and is required to be part of the travel package originating in India.</p>
Financial Loss	A loss that is quantifiable in monetary terms which equals the Refund as is defined in the Policy.
Fire & Allied Perils	Fire, Earthquake, Lightning, Explosion / Implosion, Aircraft Damage, Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation , Impact Damage by rail/road vehicles, Subsidence and Landslide including Rock slide , Bursting and/or overflowing of Water Tanks, Apparatus and Pipes , missile testing operations , Bush Fire.
Hazardous Activity	Means persons whilst engaged in activities like racing on wheels or horseback, big game hunting, mountaineering, winter sports, skydiving, parachuting, scuba diving , riding or driving in races or rallies, mountain climbing, hunting or equestrian activities, rock climbing, pot holing, bungee jumping, skiing, ice hockey, ballooning, hand gliding, diving or under-water activity river rafting, canoeing involving rapid waters, polo, yachting or boating outside coastal waters and persons whilst engaged in occupation / activities of similar hazard like, aircraft pilots and crew, armed forces personnel, artistes engaged in hazardous performances.
Hospitalization	Hospitalization means admission in a Hospital for a minimum period of 24 consecutive 'In-patient Care' hours except for specified procedures/ treatments, where such admission could be for a period of less than 24 consecutive hours.
Illness	<p>Illness means a sickness or a disease or pathological condition leading to the impairment of normal physiological function and requires medical treatment:</p> <ol style="list-style-type: none"> 1. i. Acute condition – Acute condition is a disease, illness or injury that is likely to respond quickly to treatment which aims to return the person to his or her state of health immediately before suffering the disease/ illness/ injury which leads to full recovery. ii. Chronic condition – A chronic condition is defined as a disease, illness, or injury that has one or 2. more of the following characteristics: <ol style="list-style-type: none"> a. it needs ongoing or long-term monitoring through consultations, examinations, check-ups, and /or tests. b. it needs ongoing or long-term control or relief of symptoms. c. it requires rehabilitation for the patient or for the patient to be specially trained to cope with it. d. it continues indefinitely. e. it recurs or is likely to recur.
Immediate Family	Spouse, parents, children, siblings, grandparents and parents-in-law.

Injury	Injury means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent, visible and evident means which is verified and certified by a Medical Practitioner.
Legal Liability	Liability arising out of common law of the land.
Limit of Indemnity	Our maximum liability, as mentioned in the Policy Schedule under this Policy, whether through one single claim or in aggregate of multiple claims, towards each category of Event(s) contained in the Policy Schedule.
Master Policy	Means the policy issued to the Insured, containing the terms and conditions of the coverage available under the Policy, and under which, Certificate(s) of Insurance shall be issued.
Medical Expenses	Medical Expenses means those expenses that the Ticket Holder/Ticket Purchaser has necessarily and actually incurred for medical treatment on account of Illness or Accident on the advice of a Medical Practitioner, as long as these are not more than what would have been payable if the Ticket Holder/Ticket Purchaser had not been insured and not more than other hospitals or doctors in the same locality would have charged for the same medical treatment.
Medical Practitioner	Medical Practitioner shall mean a person who is qualified to practice medicine or is a physician, surgeon or an anesthetist and has a valid license issued by the appropriate authority for the same, provided this person is not an Immediate Family Member of the Insured.
Period of Insurance	The period through which insurance cover is provided to You, as specified in the Policy Schedule.
Policy	Your Proposal, Policy Schedule, this Policy Wording and any endorsement(s) attached to or forming part of the above, either at the beginning of or during the Period of Insurance.
Policy Schedule	The document containing all the details of the Policy, including the description of the Event, the coverage available and the Period of Insurance. The endorsement(s) issued under the Policy basis any request received from You and approved by Us post receipt of appropriate premium amount and realization thereof by us or any modification carried out by Us shall also form an integral part of this Policy Schedule. The Certificate(s) of Insurance issued under this Policy Schedule shall also stand to be included in this definition.
Postponement or Postponed	Rescheduling of the Event to another point of time on the existing date of the Event.
Refund	The Ticket Price We pay You or to Your customer/ the Ticket Holder/Purchaser, if such person/ entity opts for Cancellation of the ticket within the time limit prescribed for the particular Event in the Policy Schedule.
Relocation or Relocated	Change in or alteration of the Venue or geographical location of the Event.
Rescheduled or Rescheduling	Fresh scheduling of the Event on a date different from the original date, as stated on the ticket(s).
Structure or contents	The structure of the premises owned and occupied by the Ticket Holder / Purchaser for his/her own residence and in which the Ticket Holder / Purchaser is residing as on the date of the Event and the contents therein which includes all the household items owned by the Ticket Holder / Purchaser including items held in trust/ custody for which he/she is legally liable.
Sum Insured	The maximum amount payable by Us in relation to each of the individual benefits under the Policy.
The Company, Insurer, EGICL, We, Us or Our	Edelweiss General Insurance Company Limited.
The Insured, You or Your	The person/ entity named as such in the Policy Schedule.

Ticket Holder	The person who the Ticket Purchaser bought the ticket for and who possesses the ticket and is entitled to the consumption of the Event.
Ticket Price	The amount charged by You from the Ticket Purchaser or Ticket Holder for allotting a Valid Ticket to the Event to such person/ entity, and includes the price shown on the internet booking form or physical receipt, excluding any applicable charges or taxes.
Ticket Purchaser	Your customer, who/ which has bought the ticket to an Event, whether for his/ its own or for any other person/ entity's consumption.
Valid Ticket	The unused ticket paid for by the Ticket Purchaser or Ticket Holder, which allows such person/ entity entry to/ consumption of the Event.
Venue	The place/ geographical location where the Event is being held and the name of which is mentioned on the ticket purchased by the Ticket Purchaser or Ticket Holder.

C - Your Policy is loaded with benefits.

We want Your customer to enjoy the Event for which the ticket has been purchased. But things can go wrong and if they do, We're here to ensure that You are able to serve Your customer better. This Policy is meant for You and Your customer/ Ticket Holder/Purchaser to claim the amount provided as inconvenience benefit basis a request for Cancellation of the ticket. The said loss should not fall under any of the exclusions applicable to the Policy.

Part 1:

C.1.A - Cancellation Inconvenience

What's covered? (Scope of cover)

If a Valid Ticket(s)/booking(s) is/are Cancelled, prior to the Event taking place and within the Cut-off time, due to reasons listed below, We will pay You or Ticket Holder/Purchaser the percentage of the Ticket Price or such value, as is specified in the Policy Schedule, towards inconvenience faced by the Ticket Holder / Purchaser.

1. Natural Catastrophe / acts of nature, riot, strike or malicious damage occurring (i) at the place of origin / destination of the Event, and/or (ii) the places through which the Ticket Holder/Purchaser passes to and from the Venue.
2. Terrorism, including political instability (i) at the place of origin / destination of the Event, and/or (ii) the places through which the Ticket Holder/Purchaser passes to and from the Venue.
3. Death or Hospitalization for Emergency Care of the Ticket Holder/Purchaser or his/her immediate family member, preventing the Ticket Purchaser / Holder or an Event companion from being able to use or avail the Event ticket/booking, while (i) at the place of origin / destination of the Event, and/or (ii) the places through which the Ticket Holder/Purchaser passes to and from the Venue.
4. Advisory by Authority against the Event, for any reason including epidemic/pandemic diseases, except when arising out of illegality of an Event in itself i.e., when the Event is organized despite the same being banned by any regulation, law or by a public decree, whether by a governmental authority or any statutory body.

5. Accidental misfortune or circumstances beyond the control of the Ticket Holder/Purchaser, including vehicle breakdown – if the vehicle in which the Ticket Purchaser / Holder is travelling or is scheduled to travel, breaks down or meets with accidental misfortunes which prevents the Ticket Holder / Purchaser from getting to or attending the Event.

6. Visa rejection by the Authorities, except due to non/delayed submission of necessary and specified documents, or application not having been made within the prescribed timelines/formats.

7. The Event is Cancelled by the Event organizer/ promotor/ operator due to force majeure perils mentioned in point 1 above and is not rescheduled.

C.1.B - Booking Cancellation

Your Policy is meant for You/Your Customer/Ticket Holder/Purchaser to claim the amount provided as Refund, basis Your customer's request for Cancellation of the ticket, resulting in You/Your Customer/Ticket Holder/Purchaser suffering a Financial Loss. Of course, the said loss has to arise out of Cancellation of a ticket to the Event and be covered under one of the benefits under the Policy. Further, the said loss should not fall under any of the exclusions applicable to the Policy and should be for an amount that isn't more than the particular Ticket Price and/ or the Sum Insured amounts or Limits of Indemnity corresponding to the respective benefits.

What's covered? (Scope of cover)

If a Valid Ticket/bookings is/are Cancelled, prior to the Event taking place within the Cut-off time, due to reasons listed below We will pay You/Your Customer/Ticket Holder/Purchaser the Refund subject to the limits as is appearing against each of the reason listed below in the Policy Schedule.

1. Natural Catastrophe / acts of nature, riot, strike or malicious damage occurring (i) at the place of origin / destination of the Event, and/or (ii) the places through which the Ticket Holder/Purchaser passes to and from the Venue.
2. Terrorism, including political instability (i) at the place of origin /

destination of the Event, and/or (ii) the places through which the Ticket Holder/Purchaser passes to and from the Venue.

3. Death or Hospitalization for Emergency Care of the Ticket Holder/Purchaser or his/her immediate family member, preventing the Ticket Purchaser / Holder or an Event companion from being able to use or avail the Event ticket/booking, while (i) at the place of origin / destination of the Event, and/or (ii) the places through which the Ticket Holder/Purchaser passes to and from the Venue.

4. Advisory by Authority against the Event, for any reason including epidemic/pandemic diseases, except when arising out of illegality of an Event in itself i.e., when the Event is organized despite the same being banned by any regulation, law or by a public decree, whether by a governmental authority or any statutory body.

5. Accidental misfortune or circumstances beyond the control of the Ticket Holder/Purchaser, including vehicle breakdown – if the vehicle in which the Ticket Purchaser / Holder is travelling or is scheduled to travel, breaks down or meets with accidental misfortunes which prevents the Ticket Holder / Purchaser from getting to or attending the Event.

6. Visa rejection by the Authorities, except due to non/delayed submission of necessary and specified documents, or application not having been made within the prescribed timelines/formats.

7. The Event is Cancelled by the Event organizer/ promotor/ operator due to force majeure perils mentioned in point 1 above and is not rescheduled.

What is not covered? (Exclusions applicable to Part 1)

- 1. Event does not take place or is Postponed, Rescheduled or Relocated unless otherwise covered under the Policy specifically.
- 2. Ticket Purchaser or Ticket Holder does not reach the Venue or the

It's really painful to imagine most of the things here. However, take note of how much is payable for each type of loss.

Loss of:	% of Sum Insured
Life	100
Both hands or both feet	100
Sight in both eyes	100
One hand and one foot	100
Either hand or foot and sight in one eye	100
Speech and hearing in both ears	100
Either hand or foot	50
Sight in one eye	50
Speech	50
Hearing in both ears	50
Thumb and index finger of the same hand	25
Quadriplegia (paralysis of all 4 limbs)	100
Paraplegia (paralysis of the legs and lower body)	50
Hemiplegia (paralysis of one side of the body)	50
Uniplegia (paralysis of any one arm or leg)	25

location of the Event within the prescribed time, as appears on a Valid Ticket except for the reasons mentioned in the Part 1 “What is covered” hereinabove.

3. Ticket was purchased through illegal or unauthorized means / source whether the Ticket Holder / Purchaser is/was aware of its illegality or not.

4. Event which was organized despite the same being banned by any regulation, law or by a public decree either by the Government Authority or any statutory body.

Part-2

Additional benefits

C.2.1 - Personal Accident

If Your customer/ Ticket Holder/Purchaser meets with an Accident

What's covered? (Scope of Cover)

If, during an Event, Ticket Purchaser or Ticket Holder meets with an unfortunate Accident and loses his/her life or limb(s) as a consequence, We will pay such Ticket Purchaser or Ticket Holder or his/her nominee or legal heir, being the claimant, as applicable, an amount equal to a specified percentage of the Sum Insured corresponding to this benefit under the Policy. Such amount will be payable if death or dismemberment of the Ticket Purchaser or Ticket Holder is a result of the Accident and takes place within 365 days from the date of such Accident and also if the treatment/ Hospitalization starts immediately after the Accident. In case the Ticket Purchaser or Ticket Holder suffers from more than one loss, the one bearing the largest sum will be payable. For the payable amount, the table of losses provided below will be applicable.

Some of the terms are explained below for better understanding:

- a) Loss of a hand or foot means actual severance through or above (cutting it off) the wrist or ankle joints respectively;
- b) Loss of an eye means entire and irrecoverable loss of sight (going totally and untreatably blind);
- c) Loss of the thumb and index finger means actual severance (cutting them off) through or above the joint where the hand meets the palm;
- d) Loss of speech or hearing means entire and irrecoverable loss of speech or hearing of both ears (not being able to talk or hear at all, with no hope of recovery).

What's not covered? (Exclusions)

- 1. Death or dismemberment is caused by:
 - a. infections, except pyogenic infections which occurs through an Accidental cut or wound, or any other kind of disease;
 - b. medical or surgical treatment except as may be necessary solely as a result of the Injury arising during the Event;
- 2. Medical Expenses incurred by the Ticket Purchaser or Ticket Holder for treatment of any medical condition other than Accidental death & dismemberment.

C.2.2: Accidental Hospitalization

We will pay the Ticket Purchaser or Ticket Holder such amount as may be incurred subject to limits specified in Policy Schedule towards Hospitalization arising out of an Injury suffered due to an Accident during the course of the Event. The said expenses will be payable if the treatment/ Hospitalization starts immediately after the Accident.

What isn't covered? (Exclusions)

- 1. Any Illness.
- 2. Any Injury that the Ticket Purchaser or Ticket Holder was already suffering from prior to the Event, irrespective of whether declared or not. Treatment of any Injury sustained by the Ticket Purchaser or a Ticket Holder, which is not related to any Accident occurring during the course of the Event.

C. 2.3: Loss of belongings

When Your customer's luggage says goodbye!

What's covered? (Scope of Cover)

We will pay the Ticket Purchaser or the Ticket Holder for the value of his/her baggage and personal belongings, in total or in part, as may be described in the Policy Schedule, if the same is lost during the course of the Event. Our maximum liability in this regard will be up to the Sum Insured corresponding to this benefit.

What isn't covered? (Exclusions)

- 1. Loss of Valuables like cash, jewelry, bank credit/debit cards,
- 2. Mechanical and electrical breakdown of portable equipment.
- 3. Accidental damage of portable equipment, unless the personal baggage is also damaged.

How We calculate the value of the baggage and personal belongings

Our liability shall be for replacement cost of the lost baggage and personal belongings of identical specifications, subject maximum to the limit as mentioned in the Policy Schedule.

C. 2.4 Home Protection:

What's covered? (Scope of Cover)

If the structure or contents at the Ticket Holder/Purchaser's residence are lost, destroyed or damaged by

- Fire and Allied Perils.
- Burglary.

During the course of the Event, We will pay the amount of expenses towards repairs / replacement reasonably and necessarily incurred by the Ticket Holder/Purchaser but not exceeding the Sum Insured as mentioned in the Schedule.

What isn't covered? (Exclusions)

- 1. Loss or damage or collapse of the "building" due to structural defects, latent defects, poor maintenance, defective workmanship, termites, natural ageing or any other gradually operating cause.
- 2. Loss or damage to the Contents due to defective workmanship, material or design, latent defect, wear and tear, depreciation, moth, vermin, termites, fungi, insects or mildew, process of cleaning, dyeing or bleaching, restoring, repairing, retouching or renovation, inherent vice, warping or shrinkage, the action of light or atmospheric conditions, natural ageing or any other gradually operating cause.
- 3. Loss, destruction of or damage to articles of consumable nature.
- 4. Mysterious disappearance and unexplained losses.
- 5. Loss, destruction or damage to bullion or unset precious stones, any curios or works of art, cash.

C.2.5: Personal Liability

What's covered? (Scope of cover)

We will reimburse any legal liability, incurred by the Ticket Purchaser / Holder in his/her private capacity to pay damages to a third party arising out of the third party's death, Injury or property being damaged during the Ticket Purchaser's / Holder's travel period to the Venue of the Event, up to the limit specified in the Certificate of Insurance.

This benefit will be payable provided that:

- a. We are given immediate written notice of any event that may give rise to a claim under this benefit;
- b. We shall not settle any claim without the express consent of the Ticket Holder/Purchaser.

What is not covered? (Exclusions):

- a. Any wilful malicious, criminal or unlawful act committed by the Ticket Purchaser / Holder.
- b. Any legal liability incurred towards a relative, a travelling compan-

ion or work colleague of the Ticket Holder/ Purchaser.

c. Participation of the Ticket Purchaser / Holder in any adventure sports &/or Hazardous Activities.

d. The Ticket Holder's / Purchaser's error or omission in business or occupation.

D. DURATION OF THE COVER

Duration of cover applicable for Part 1: During the period as agreed in the Policy Schedule, which starts prior to the commencement of the Event and utilisation ends on consumption of the Event ticket.

Duration of cover applicable for Part 2: Additional benefits as opted - The cover starts from the time the Event starts and ends on the day the Event is completed/shortened or curtailed, unless specified in the Policy Schedule.

E. GENERAL CONDITIONS

1. In the event of untrue or incorrect statements, misrepresentation, mis-declaration, mis-description or non-disclosure of any material particulars in the proposal form, personal statement, declaration and connected documents or any material information having been withheld, or a claim being fraudulent or any fraudulent means or device being used by the Insured/ Ticket Holder/Purchaser or any one acting on his/ their behalf to obtain a benefit under this Policy, We may cancel this Policy at Our sole discretion and the premium paid shall be forfeited in Our favour.

2. You and the Ticket Purchaser or Ticket Holder(s) shall always endeavor to take reasonable care and measures to mitigate, avoid or reduce the magnitude of loss.

3. Any and all Refund(s)/ payment(s) due under the terms and conditions of this Policy may be made payable to the Ticket Purchaser/Holder, as may be directed by You. Remittance of such payment(s)/ Refund(s) shall be sufficient and complete discharge of all of the obligations to the Ticket Purchaser or Ticket Holder in connection with the said claim.

4. The Policy shall be governed by and construed in accordance with the laws of India and the competent courts in Mumbai shall have exclusive jurisdiction to try disputes in this regard.

5. We will reimburse the non-refundable Valid Ticket cost less any refund made/allowed to the Ticket Holder/Purchaser.

6. Contribution :

If at the time of occurrence of any loss or damage covered under this Policy, there shall be in existence any other insurance cover of any nature whatsoever covering the same loss or damage, whether effected by You or not, then We shall not be liable to pay or contribute more than the ratable proportion of such loss or damage.

7. Subrogation :

You and/or the Ticket Purchaser or Ticket Holder or any claimant under this Policy shall, at Our expense, do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by Us for the purpose of enforcing any rights and

remedies or obtaining relief or indemnity from other parties to which We shall be or would become entitled or subrogated upon Us 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 You and Your Customer/ Ticket Holder/Purchaser being indemnified by Us in accordance with the terms and conditions of this Policy.

8. Fraud :

If any claim under this Policy shall be, in any respect, fraudulent or if any fraudulent means or device(s) are used by You or anyone acting on Your behalf or the Ticket Purchaser or Ticket Holder to obtain any benefit under this Policy, all benefits and rights under this Policy shall be forfeited.

9. Cancellation of this Policy:

We may cancel this Policy by sending You fifteen days' notice by recorded delivery at Your last known address or You may cancel this Policy upon serving fifteen days' notice to Us by recorded delivery. In any such event of cancellation of this Policy, We shall not bear the risk for and in relation to any Valid Tickets sold and meant to be included in this Policy after the date of cancellation of this Policy. Our liability shall, then, be restricted to the claims arising out of Valid Tickets sold and included in this Policy only till the date of the Cancellation of this Policy.

10. Arbitration

If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted), such difference shall, independently of all other questions, be referred to the decision of a sole arbitrator, to be appointed, in writing, by the parties thereto, 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 (as amended).

It is clearly agreed and understood that no dispute or difference shall be referable to arbitration as herein before provided, if We have disputed or not accepted liability under or in respect of this Policy.

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

11. Disclaimer:

It is also, hereby, expressly agreed and declared that if We disclaim liability to You and/or the Ticket Purchaser or Ticket Holder 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.

12. Guidelines for lodging of claims:

Insurers shall not be liable to pay any claim hereunder unless the following conditions are complied with by the Insured:

1. In the event of any happening or circumstance which could give rise to a claim under this Policy, the Insured shall:

- a. Give a prompt notice to Us immediately and in no circumstances, later than 7 days in case of other sections and within 1 day for cancellation section.
- b. confirm the facts in writing as soon as possible and in no circumstances, later than 7 days, with all information that is available,
- c. make no admission of liability without the prior written consent of the Company,
- d. take all steps to mitigate, minimize or avoid any loss hereunder,
- e. provide the Company or Our appointed representatives with:
 - i. all necessary assistance in a timely manner,
 - ii. all relevant information required regarding the reported claim,
 - iii. all documentation and records necessary to establish and assess liability hereunder, which may include but shall not be limited to - Valid Ticket(s) or if not issued, the proof of purchase or original receipt, along with proof of Refund received. The Insured is also required to provide, incident details, proof of loss/damages suffered and expenses incurred thereof. The company reserves the right to seek additional documents as and when required.
 - iv. particulars of all other insurances, if any
 - v. prove the loss to Our satisfaction of the Company.
 - vi. forward immediately to the Company or their representatives any letter, writ or other document received in connection with any claim made under this Insurance

2. In no case whatsoever shall the Company be liable for any loss or damage after the expiration of 12 months from the happening of the loss or damage unless the claim is subject of pending action or arbitration. It being expressly agreed and declared that if the Company shall disclaim liability for any claim hereunder and such claim shall not within 12 calendar months from the date of the 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.

3. As soon as is practically possible, submit a duly filled and signed proof of loss to the Company or their representative to substantiate the occurrence, nature, cause and amount of loss claimed under this Policy.

4. Notwithstanding the above, it is agreed that, We may, at Our discretion, waive or agree to lesser compliance of the foregoing conditions.

5. Further, the claims process set out above may be amended, subject to agreement with the Insured owing to commercial considerations & We may use services of external service providers in assisting claims processing.

13. Observance Of Terms And Conditions:

The due observance and fulfilment of the terms, conditions and endorsement, if any of this Policy in so far as they relate to anything

to be done or complied with by the Insured/ Ticket Holder/Purchaser and the truth of the statements and answers in the proposal form shall be a condition precedent to any liability of the Company to make any payment under this Policy.

14. Onus Of Proof:

Any action, suit or other proceedings where the Company alleges that by reason of provisions hereof, any loss is not covered by this Policy, the burden of proving that such loss is covered shall be upon the Insured/ Ticket Holder/Purchaser.

15. Changes in Insured's Circumstances:

The Insured must notify the Company as soon as possible in writing of any change in the Insured's circumstances which may affect this Policy cover. The Company will advise the Insured if there is any additional premium payable within the scope of cover.

16. Assignment:

No assignment of interest under this Policy shall be binding upon the Company. The Company does not assume any responsibility for the validity of an assignment.

17. Event Territory:

This Policy covers Cancellation of the booking of the Event that has Venue within the geographical boundaries as defined in Policy Schedule.

In case of Geographical limits being beyond India including travel events (Rail / Bus / Air) originating or departing out of the geographical limits of India, the booking thereof is required to have been done in India through Indian Booking Partner and is required to be part of the travel package originating in India.

18. No Constructive Notice:

Any knowledge or information of any circumstance or condition in relation to the Insured/ Ticket Holder/Purchaser which is in knowledge or possession of the Company but it has not specifically informed by the Insured/ Ticket Holder/Purchase, shall not be held to bind or prejudicially affect the Company notwithstanding subsequent acceptance of any premium.

F. General Exclusions

1. Any claim arising out of war or any act of war, invasion, act of foreign enemy, hostilities (whether declared or not), war like operations (whether war be declared or not or caused during service in the armed forces of any country), civil war, public defense, rebellion, national emergency, revolution, insurrection, military or usurped acts, chemical or biological weapons, act of terrorism.

2. Ticket Purchaser's / Holder's participation in any naval, military or air force operations whether in the form of military exercises or actual engagement with the enemy, whether foreign or domestic.

3. Any claim arising as a result of committing breach of law of the land by the Ticket Purchaser / Holder or the Insured.

4. Any consequential loss what so ever, direct or indirect to You or to any third party which is not specifically defined as scope of coverage under this Policy,

5. Any claim for the Ticket Purchaser's / Holder's death, Injury, exacerbation of a medical condition or disability resulting from; the Ticket Purchaser's/Holder's suicide or attempted suicide or willfully self-inflicted Injury or Illness; or consumption of alcohol or drugs (other than drugs taken under medical supervision and not for treating alcohol or drug addiction); or depression.
6. Any claim falling within the claim Deductible and/or time excess shown in the Policy Schedule. Claim Deductible and/or time excess shall apply individually and independently of each other for each and every claim.
7. Any claim arising out of financial default i.e. a complete suspension of operations by the promoter or organizer of the Event or the Venue due to financial circumstances whether or not a bankruptcy petition is filed. Any claim arising out of abandonment of the Event or Cancellation of the Event by the promoter or organizer of the Event.
8. Any claim arising out of illegality of the Event, willful default of the Insured/organizer or inability to obtain necessary approvals to conduct the Event.
9. Any claim arising upon the Cancellation of the Event after the Cut-off time as mentioned under the definition of the term 'Cancellation or Cancelled'.
10. Any claim that may arise on account of cyber fraud is excluded.
11. Any claim that may arise on account non-functioning, improper functioning or unavailability of:
 - a. The internet or similar facility; or
 - b. Any intranet or private network or similar facility; or
 - c. Any website, search engine, portal or similar third party application service;
 - d. Alteration, corruption, destruction, distortion, erasure, theft or other loss of or damage to data, software, information repository, microchip, integrated system or similar device in any computer equipment or non-computer equipment or any kind of programming or instruction set; or
 - e. Loss of use or functionality, whether partial or entire, of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic and any ensuing inability or failure of the Insured to conduct business.
12. Any claim or loss arising under the Policy in the circumstances where the booking of Event is disputed for a reason including but not limited to transaction error, partial payment, non-payment or dispute related to terms and condition of the booking the organizer of the Event, is not payable under the Policy until the dispute between the parties is resolved and requisite amount towards premium for the Policy cover is received and realized by Us.
13. Any claim or loss arising under the Policy in the circumstances where the Cancellation of the Event is not as per the terms and condition of the bookings and is disputed by the organiser of the Event, is not payable under the Policy until the dispute between the parties is resolved.
14. Loss arising due to Cancellation of Event that is banned by any regulation, law or by a public decree either by the Government Authority or Statutory Body is not covered under this Policy.
15. Any claim or loss arising from a change in the Cancellation and refund policy of the organizer of the Event after booking of Event is not covered under this Policy. The claim value under the Policy will be computed only as per the refund policy of the organiser as prevailing on the date of the booking of the Event.
16. If the Event is Cancelled due to arrest, issue of arrest warrant, restrain, detention or summon for investigation of the Ticket Holder/Purchaser/ Insured by any law enforcement Authority or by a Government Authority is not covered under this Policy.
17. Any loss whatsoever resulting or arising there from or any consequential loss and any legal liability of whatsoever nature directly or indirectly, caused by or contributed to by, or arising from ionising radiation or contamination by radioactivity from any source whatsoever.
18. Any loss or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
19. Any voluntary donation made by the Ticket Holder/Purchaser at the time of the booking of Event.
20. Any extra charges incurred by towards availing any non-standard facilities at the Event such as extra leg room, option to upgrade class, food and beverage and such other related expenses.
21. Any charge towards acquiring any membership for any scheme or club.

Edelweiss Cancellation Inconvenience Insurance Policy Endorsement Wording

Benefit 2.6 Additional Expenses

What's covered? (Scope of Cover)

Additional expenses necessarily and reasonably incurred, upto the limit specified in the Policy Schedule, by the Ticket Holder / Purchaser, pursuant to the Postponement &/or Relocation &/or Rescheduling of the Event by the Event organizer/promoter/operator &/or curtailment of the Event on account of reasons covered under Part 1 of the Policy. Such expenses need to be directly related to the Event, covered under the Policy, and are of such nature, which would not have been incurred by the Ticket Holder/ Purchaser of the Event / booking had not been Postponed &/or Relocated &/or Rescheduled.

What isn't covered? (Exclusions):

1. Claims resulting from any organizer/promoter/operator of the Event, such as the tour operator, travel agent, airline or other service provider, being rendered insolvent or bankrupt.
2. Any consequential loss whatsoever, direct or indirect, to You or to any third party which is not specifically defined in the scope of coverage under this Policy.
3. Any extra services or charges, apart from the difference of the booking cost incurred due to the Rescheduling of the Event and as included in the Rescheduled Event bill or invoice. The extra services can be in the nature of and not be limited to pre-booking of meals, extra baggage, preferred or premium seats, upgradation charge to move from one class to another class and such other related charges.
4. The cost of Rescheduling of the Event, which is borne by the Event organiser/promoter/operator either in full or in part.

Duration of the Cover

During the period as agreed in the Policy Schedule, which starts prior to the commencement of the Event and utilisation ends upon consumption of the Event.



GRIEVANCE MECHANISM

Any Grievance of the Complainant sent in a written communication to the Company at any of the touch points as mentioned, shall be addressed within 14 days of the receipt of the complaint.

Escalation Matrix:

Step 1

Call: 1800 12000

Email: support@edelweissinsurance.com

Step 2

If the response is not as per Complainant's expectations he/she may contact the Grievance Cell at the below touch-points:

- Email: grievance@edelweissinsurance.com
- Address: Edelweiss General Insurance Company Limited, Kohinoor City Mall, Tower 3, Kirol Road, Kurla West, Mumbai 400070

Step 3

If the response is not as per Complainant's expectations he/she may contact the Company's Grievance Redressal Officer at:

- Email: grievanceofficer@edelweissinsurance.com
- Address: Edelweiss General Insurance Company Limited, Kohinoor City Mall, Tower 3, Kirol Road, Kurla West, Mumbai 400070

Step 4

If the Complainant is not still not satisfied with the response or does not receive a response from the Company within 14 days, the Complainant may approach the Grievance Cell of the IRDAI on the following contact details:

- IRDAI Grievance Call Centre (IGCC) TOLL FREE NO: 155255; Email ID: complaints@irda.gov.in
- Register online at: <http://www.igms.irda.gov.in/>
- Address for communication for complaints by fax/paper: Consumer Affairs Department, Insurance Regulatory and Development Authority of India Sy. No. 115/1, Financial District, Nanakramguda, Gachibowli Hyderabad - 500032

Step 5

If the complaint/grievance has still not been resolved, the Complainant may approach the Office of the Insurance Ombudsman established by the Central Government of India

as per Rule 13 and Rule 14 of the Insurance Ombudsman Rules, 2017 ('Ombudsman Rules').

The following complaints can be lodged with the Insurance Ombudsman:

1. Any partial or total repudiation of claims by an insurer;
2. Any dispute in regard to premium paid or payable in terms of the policy;
3. Any dispute on the legal construction of the policies in so far as such disputes relate to claims;
4. Delay in settlement of claims;
5. Non-issue of any insurance document to customers after receipt of premium.

Manner in which complaint is to be made Rule 14 of the Ombudsman Rules:-

1. Any person who has a grievance against the Company, may himself or through his legal heirs make a complaint in writing to the Ombudsman within whose jurisdiction the branch or office of the Company complained against is located.
2. The complaint shall be in writing duly signed by the complainant or through his legal heirs and shall state clearly the name and address of the complainant, the name of the branch or office of the insurer against which the complaint is made, the fact giving rise to the complaint.
3. No complaint to the Ombudsman shall lie unless:
 - the complainant had before making a complaint to the Ombudsman, made a written representation to the Company/insurer named in the complaint and either insurer had rejected the complaint or the complainant had not received any reply within a period of one month after the insurer concerned received his representation or the complainant is not satisfied with the reply given to him by the insurer;
 - the complaint is made not later than one year after the insurer had rejected the representation or sent his final reply on the representation of the complainant; and
 - the complaint is not on the same subject matter for which any proceedings before any court or Consumer Forum or arbitrator is pending or was so earlier.



Ombudsman and Addresses

Mentioned below are contact details of Ombudsman:

CONTACT DETAILS	JURISDICTION
AHMEDABAD Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email:- bimalokpal.ahmedabad@ecoi.co.in	State of Gujarat, Union Territory of Dadra & Nagar Haveli & Union Territory of Daman and Diu.
BENGALURU Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No.57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru-560 078. Tel.:- 080-26652048 / 26652049 Email:- bimalokpal.bengaluru@ecoi.co.in	State of Karnataka
BHOPAL Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 033. Tel.:- 0755-2769200/201/202, Fax:- 0755-2769203 Email:- bimalokpal.bhopal@ecoi.co.in	States of Madhya Pradesh and Chattisgarh
BHUBANESHWAR Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.:- 0674-2596461 / 2596455, Fax:- 0674-2596429 Email:- bimalokpal.bhubaneswar@ecoi.co.in	State of Odisha
CHANDIGARH Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.:- 0172-2706196/ 2706468 Fax:- 0172-2708274 Email:- bimalokpal.chandigarh@ecoi.co.in	States of Punjab, Haryana, Himachal Pradesh, Union Territory of Jammu & Kashmir, Union Territory of Ladakh and Union Territory of Chandigarh
CHENNAI Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453 , Anna Salai, Teynampet, CHENNAI – 600 018. Tel.:- 044-24333668 / 24335284 Fax:- 044-24333664 Email:- bimalokpal.chennai@ecoi.co.in	State of Tamil Nadu and Union Territories - Puducherry Town and Karaikal (which are part of Union Territory of Puducherry)
DELHI Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.:- 011-23232481/23232481 Email:- bimalokpal.delhi@ecoi.co.in	State of Delhi
ERNAKULAM Office of the Insurance Ombudsman, 2nd floor, Pulinat Building, Opp. Cochin Shipyard, M.G. Road, Ernakulam - 682 015. Tel.:- 0484-2358759/2359338 Fax:- 0484-2359336 Email:- bimalokpal.ernakulam@ecoi.co.in	State of Kerala, Union Territory of Lakshadweep and Mahe, a part of Puducherry
GUWAHATI Office of the Insurance Ombudsman, 'Jeevan Nivesh', 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.:- 0361- 2632204 / 2602205 Email:- bimalokpal.guwahati@ecoi.co.in	States of Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court" Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.:- 040- 67504123 / 23312122 Fax:- 040-23376599 Email:- bimalokpal.hyderabad@ecoi.co.in	States of Andhra Pradesh, Telangana and Union Territory of Yanam - a part of Puducherry

CONTACT DETAILS	JURISDICTION
JAIPUR Office of the Insurance Ombudsman, Jeevan Nidhi-II Bldg., Ground Floor, Bhawani Singh Marg, Jaipur - 302005. Tel.:- 0141-2740363 Email:- bimalokpal.jaipur@ecoi.co.in	State of Rajasthan
KOLKATA Office of the Insurance Ombudsman, Hindustan Building Annexe, 4th floor, 4, C.R. Avenue, Kolkata - 700 072. Tel.:- 033-22124339 / 22124340, Fax:- 033-22124341 Email:- bimalokpal.kolkata@ecoi.co.in	States of West Bengal, Bihar, Sikkim and Union Territory of Andaman and Nicobar Islands
LUCKNOW Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow-226 001. Tel.:- 0522-2231330 / 2231331, Fax:- 0522-2231310. Email:- bimalokpal.lucknow@ecoi.co.in	Districts of Uttar Pradesh: Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varansi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sulanpur, Maharajganj, Santkabirnagar, Azamgarh, Kaushinagar, Gorkhpur, Deoria, Mau, Chandauli, Ballia, Sidharathnagar
MUMBAI Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz (W), Mumbai - 400 054. Tel.:- 022- 26106552/ 26106960, Fax:- 022-26106052 Email:- bimalokpal.mumbai@ecoi.co.in	State of Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane
NOIDA Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector-15, Distt: Gautam Budh Nagar, U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253 Email:- bimalokpal.noida@ecoi.co.in	State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozabad, Gautam Budh Nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur
PATNA Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna - 800 006. Tel.: 0612-2680952 Email:- bimalokpal.patna@ecoi.co.in	States of Bihar and Jharkhand
PUNE Office of the Insurance Ombudsman, Jeevan Darshan Building, 3rd Floor, CTS Nos. 195 to 198, NC Kelkar Road, Narayan Peth, Pune - 411 030 Tel: 020 -41312555 Email:- bimalokpal.pune@ecoi.co.in	State of Maharashtra, Area of Navi Mumbai and Thane, excluding Mumbai Metropolitan Region

**Edelweiss**GENERAL
INSURANCE

Endorsement Burglary Insurance Policy



You asked for a change in your policy, and it's done!

Do go through the updated details of your Policy and check if everything's OK.

Of course, one thing will never change - that you can **#TakeUsForGranted** to be there for you.

Policy issuing office : _____ Policy servicing office: _____

Let's start with the important details (always a good place!)

Endorsement Number:

Policy Number:

Name of the Insured:

Mailing address of the Insured:

Endorsement Effective Date: DD/MM/YYYY

Endorsement End Date: DD/MM/YYYY

Date of Issuance: DD/MM/YYYY

GSTIN of Insured:

So what's changed? Look no further.

Endorsement Wordings (Free Text)

Subject otherwise to terms and conditions and exclusions of the Policy

Taxable Value (₹)	IGST/UGST @18%	SGST@9%	CGST@9 %	Total Value (₹)

For Edelweiss General Insurance Company Limited

Authorized Signatory

Tax is not payable under reverse charge by the recipient:

HSN/SAC Code:

Description of Goods or Service: General Insurance Service

Place of Supply:

State:

Code:

Intermediary Details

Intermediary Name:

Intermediary Reference Code:

Contact:

Intermediary Sales Person's Name:

Intermediary Sales Person's Contact:

POS UID Aadhaar No./PAN:

Edelweiss General Insurance Company Limited, Corporate Office: 5th Floor, Tower 3, Kohinoor City Mall, Kohinoor City, Kiroli Road, Kurla (West), Mumbai-400 070, Registered Office: Edelweiss House, Off CST Road, Kalina, Mumbai-400 098, IRDAI Regn. No.: 159, CIN: U66000MH2016PLC273758, Reach us on: 1800 12000, Email: support@edelweissinsurance.com, Website: www.edelweissinsurance.com, Issuing/Corporate Office: +91 22 4272 2200, Grievance Redressal Officer: +91 22 4931 4422, Dedicated Toll-Free Number for Grievance: 1800 120 216216. Trade logo displayed above belongs to Edelweiss Financial Services Limited and is used by Edelweiss General Insurance Company Limited under license.

EDELWEISS CANCELLATION INSURANCE POLICY



YOUR POLICY IN DETAIL



EDELWEISS CANCELLATION INSURANCE POLICY

POLICY WORDING

Wherever they are planning to go, there is Plan B ready for Your customers.

They obviously live a well-rounded life, travelling and attending events that appeal to their tastes. With this Edelweiss Cancellation Insurance Policy, You are enabling Your customers to think ahead and prepare for the unexpected. We're glad that You chose Us as Your trusted partner, to make dealing with the unexpected less heavy on the wallet for Your customer. Your Policy Schedule (sent to you with this Policy Wording) will tell You how the main features and terms & conditions for Your Policy are.

Please read the entire document. We've tried to keep it light so that... well, it doesn't get too heavy! You need to know this stuff in case You have to make a claim.

Some really important details. Do read them extra carefully!

Meet Your Insurer

You probably know this already, but Your Policy comes from Us – Edelweiss General Insurance Company Limited.

General rules that apply

Your Policy is a contract between You and Us. We will pay You if You claim against any cancellation, provided it's covered under Your Policy. Your Policy has a host of benefits and a few exclusions.

Certain words in this Policy have specific meanings than ones generally assumed. Watch out for these words when You read Your Policy – they're like landmarks on a journey!

You've told Us everything honestly, right?

The last thing We want between You and Us is some legal complication. And the biggest cause of such issues is when wrong or inaccurate information is given to Us by You, or some important information isn't given at all. For example, You may know something about a particular journey/event You're planning, something that could get cancelled and therefore, result in a claim. If You do have any such knowledge, please tell Us as soon as You know or learn about it. We'd hate to cancel Your Policy just because We weren't told everything, but that's the law. Let's not break our journey over this.

PREAMBLE

We have received the premium amount from You and believing that the information provided to Us by You is accurate and truthful, We agree to provide You with an insurance cover, as is described in the Policy Schedule and subsequent endorsements, against loss or liability You may sustain to the extent and limits contained in the terms below.

DEFINITIONS

The Company, Insurer, EGICL, We, Us or Our	Edelweiss General Insurance Company Limited
The Insured, You or Your	The person/ entity named as such in the Policy Schedule
Booking Partner	The person/ entity whom You have authorized to sell and administer tickets, partially or completely, for the Event(s) on your behalf, wherein the ticket selling mechanism of such person/ entity is synchronized with Your mechanism enabling You to maintain a unified ticket sale/ Cancellation record
Ticket Price	The amount charged by You from the Ticket Purchaser or Ticket Holder for allotting a ticket to the Event to such person/ entity, and includes the price shown on the internet booking form or physical receipt, excluding any applicable charges
Valid Ticket	The unused ticket paid for by the Ticket Purchaser or Ticket Holder, which allows such person/ entity entry to/ consumption of the Event
Venue	The place/ geographical location where the Event is being held and the name of which is mentioned on the ticket purchased by the Ticket Purchaser or Ticket Holder

Event	This includes, but is not limited to, a journey by airplane/ train/ bus, a holiday spot, a sporting event, music concert, exhibition, cinema, theater, educational/ cultural tour, theme park or any other tourist attraction or just about any other ticket purchased, subject to such event not pertaining to speculative and/ or illegal events. For the Policy to be valid, the Event has to be located within the territory of India and purchase of ticket to the Event should have been done in advance directly or through a Booking Partner.
Cancellation or Cancelled	The act undertaken by the Ticket Purchaser or Ticket Holder by virtue of which such person/ entity renounces the right to avail of or chooses to not consume the Event, which act shall have to take place latest within such time before the start of the Event, as is mentioned in the Policy Schedule, on the date mentioned in the ticket or on the Rescheduled date
Postponement or Postponed	Rescheduling of the Event to another point of time on the existing date of the Event
Relocation or Relocated	Change in or alteration of the geographical location of the Event
Rescheduled or Rescheduling	Fresh scheduling of the Event on a date different from the original date, as stated on the ticket(s)
Limit of Indemnity	Our maximum liability, as mentioned in the Policy Schedule, under this Policy, whether through one single claim or in aggregate of multiple claims, towards each category of Event(s) contained in the Policy Schedule
Sum Insured	The maximum amount payable by Us in relation to each of the individual benefits under Your Policy
Deductible	The sum corresponding to each benefit under Your Policy, which shall be deducted from the amount payable to You against each claim or against a series of claims arising from one Event
Period of Insurance	The period through which insurance cover is provided to You, as specified in the Policy Schedule
Policy	Your Proposal, Policy Schedule, this Policy Wording and any endorsement(s) attached to or forming part of the above, either at the beginning of or during Your Period of Insurance
Policy Schedule	The document containing all the details of Your Policy, including the description of the Event, the coverage available and the Period of Insurance. The endorsement(s) issued under Your Policy basis any request received from You and approved by Us post receipt of appropriate premium amount or any modification carried out by Us shall also form an integral part of this Policy Schedule. The Certificate(s) of Insurance issued under this Policy Schedule shall also stand to be included in this definition
Refund	The Ticket Price You return to Your customer, if the person/ entity opts for Cancellation of the ticket within the time limit prescribed for the particular Event in the Policy Schedule. This could be in the form of cash, credit or voucher for future Events and any other credits, recoveries or reimbursements from any other source
Ticket Purchaser	Your customer, who/ which has bought the ticket to an Event, whether for his/ its own or for any other person/ entity's consumption
Ticket Holder	The person who the Ticket Purchaser bought the ticket for and who possesses the ticket and is entitled to the consumption of the Event



Your Policy is loaded with benefits.

We want Your customer to enjoy the Event for which the ticket has been purchased. But things can go wrong and if they do, We're here to ensure that You are able to serve Your customer better. Your Policy is meant for You to claim the amount provided as Refund basis Your customer's request for Cancellation of the ticket, resulting in You suffering a consequential loss. Of course, the said loss has to arise out of Cancellation of a ticket to the Event and be covered under one of the benefits under Your Policy. Further, the said loss should not fall under any of the exclusions to Your Policy and should be for an amount that isn't more than the particular Ticket Price and/ or the Sum Insured amounts corresponding to the respective benefits.



Benefit 1: Booking Cancellation

To help You serve Your Customer better by easing the Cancellation process!

What's covered? (Scope of Cover) If Your customer opts for Cancellation of a Valid Ticket, Your Policy will cover the consequent loss of Ticket Price incurred by You except for the loss sustained out of Cancellation due to the reasons mentioned below.

What's not covered? (Exclusions)

- Event does not take place or is Postponed or Rescheduled or Relocated.
- Ticket Purchaser or Ticket Holder doesn't reach the location of the Event within the prescribed time, as appears on the ticket.
- Ticket was purchased through illegal or unauthorized means.
- Loss that occurs due to:
 - War or warlike situations;
 - Mutiny, military rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege, nationalization, confiscation, requisition, seizure or loss of or damage to property by order of the government or by any public authority;
 - Illegal or malicious act by any person;
 - Ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.



Benefit 2: Personal Accident

If Your customer meets with death or loses a body part.

What's covered? (Scope of Cover)

If, during an Event, Ticket Purchaser or Ticket Holder meets with an unfortunate accident and loses his/her life or limb(s) as a consequence, We will pay such Ticket Purchaser or Ticket Holder or his/her nominee or legal heir, being the claimant, as applicable, an amount equal to a specified percentage of the Sum Insured corresponding to this benefit under Your Policy. Such amount will be payable if the said death or dismemberment is a result of the said accident and takes place within 365 days from the date of such accident. In case the Ticket Purchaser or Ticket Holder suffers from more than one loss, the one bearing the largest sum will be payable. For the payable amount, the table of losses provided below will be applicable.

It's really painful to imagine most of the things here. However, take note of how much is payable for each type of loss.

Loss of:	% of Sum Insured
Life	100
Both hands or both feet	100
Sight in both eyes	100
One hand and one foot	100
Either hand or foot and sight in one eye	100
Speech and hearing in both ears	100
Either hand or foot	50
Sight in one eye	50
Speech	50
Hearing in both ears	50
Thumb and index finger of the same hand	25
Quadriplegia (paralysis of all 4 limbs)	100
Paraplegia (paralysis of the legs and lower body)	50
Hemiplegia (paralysis of one side of the body)	50
Uniplegia (paralysis of any one arm or leg)	25

Some of the terms are explained below for better understanding:

- a) Loss of a hand or foot means actual severance through or above (cutting it off) the wrist or ankle joints respectively;
- b) Loss of an eye means entire and irrecoverable loss of sight (going totally and untreatably blind);
- c) Loss of the thumb and index finger means actual severance (cutting them off) through or above the joint where the hand meets the palm;
- d) Loss of speech or hearing means entire and irrecoverable loss of speech or hearing of both ears (not being able to talk or hear at all, with no hope of recovery).

What's the maximum that We will pay? (Limit of Liability)

- a) In case of death of Ticket Purchaser or Ticket Holder aged 17 years or lesser: upto 10% of the corresponding Sum Insured;
- b) If the Ticket Purchaser or Ticket Holder is riding a motorbike or any other motorized 2-wheeler or is riding pillion on such vehicle and meets with an accident, We will be liable to pay upto the amount mentioned in the Policy Schedule.
- c) Deductible, if any, in respect of this benefit will be applicable.

What's not covered? (Exclusions)

- 1. Death:
 - a. arising from self – inflicted injury/ suicide/ attempt to suicide, or
 - b. under the influence of intoxicating liquor/ drugs;
- 2. Death or dismemberment is caused by:
 - a. infections, except pyogenic infections which occurs through an accidental cut or wound, or any other kind of disease;
 - b. medical or surgical treatment except as may be necessary solely as a result of the injury arising during the Event;
- 3. Injury which results in hernia.
- 4. Expenses incurred by the Ticket Purchaser or Ticket Holder for treatment of any other medical condition;



Benefit 3: Accidental Hospitalisation

In case of an accident, Your Customers won't have to worry about hospital costs!

We will pay the Ticket Purchaser or Ticket Holder such amount towards medical and hospitalization expenses as may be incurred by such person in relation to an injury suffered due to an accident during the course of the Event. The said expenses will be payable if the treatment/ hospitalization starts immediately after the accident. The maximum amount We pay in relation to a claim under this benefit will not be more than the Sum Insured corresponding to this benefit, as mentioned in the Policy Schedule.

What isn't covered? (Exclusions)

- 1. Any illness or injury that the Ticket Purchaser or Ticket Holder was already suffering from prior to the Event, irrespective of whether declared or not.
- 2. Treatment of any injury sustained by the Ticket Purchaser or Ticket Holder, which is not related to any accident occurring during the course of Event.



Benefit 4: Loss of belongings

When even Your customer's luggage says goodbye!

What's covered? (Scope of Cover)

We will pay the Ticket Purchaser or Ticket Holder for the value of his/her baggage and personal belongings lost during the course of the Event. Our maximum liability in this regard will be upto the Sum Insured corresponding to this benefit.

What isn't covered? (Exclusions)

- 1. Deductible, if any, in respect of this benefit.
- 2. Valuables like cash, bank credit cards, etc.
- 3. Any partial loss of contents of the baggage and personal belongings.

How We calculate the value of the baggage and personal belongings (Basis of indemnity)

Our liability shall be upto and as per the market value of the baggage and personal belongings, as mentioned in the Policy Schedule.



GENERAL CONDITIONS

- 1. Any fraud, misstatement, concealment or negligent statement in the information provided in the claim form shall render the claim voidable.
- 2. You and the Ticket Purchaser or Ticket Holder(s) shall always endeavour to take reasonable care and measures to avoid or reduce the

magnitude of loss.

3. Any and all Refund(s)/ payment(s) due under the terms and conditions of this policy may be made payable to Your Customer, as may be directed by You. Remittance of such payment(s)/ Refund(s) shall be sufficient and complete discharge of all of the obligations to the Ticket Purchaser or Ticket Holder in connection with the said claim.

4. The Policy shall be governed by and construed in accordance with the laws of India and the competent courts in Mumbai shall have exclusive jurisdiction to try disputes in this regard.

5. Basis of Sum Insured:

The Sum Insured under this policy will be upto the value of the Ticket Price for Cancellation and as per the amounts mentioned in the Policy Schedule for the other benefits.

6. Contribution :

If at the time of occurrence of any loss or damage covered under this policy, there shall be in existence any other insurance cover of any nature whatsoever covering the same loss or damage, whether effected by You or not, then We shall not be liable to pay or contribute more than the ratable proportion of such loss or damage.

7. Subrogation :

You and/or the Ticket Purchaser or Ticket Holder or any claimant under this Policy shall, at Our expense, do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by Us for the purpose of enforcing any rights and remedies or obtaining relief or indemnity from other parties to which We shall be or would become entitled or subrogated upon Us 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 You being indemnified by Us in accordance with the terms and conditions of this policy.

8. Fraud :

If any claim under this policy shall be, in any respect, fraudulent or if any fraudulent means or device(s) are used by You or anyone acting on Your behalf or the Ticket Purchaser or Ticket Holder to obtain any benefit under this policy, all benefits and rights under this policy shall be forfeited.

9. Cancellation :

We may cancel this policy by sending You fifteen days' notice by recorded delivery at Your last known address or You may cancel this policy upon serving fifteen days' notice to Us by recorded delivery. In any such event of cancellation of this policy, We shall not bear the risk for and in relation to any tickets sold and meant to be included in this policy after the date of cancellation of this policy. Our liability shall, then, be restricted to the claims arising out of tickets sold and included in this policy only till the date of the said cancellation.

10. Arbitration

If any dispute or difference shall arise as to the quantum to be paid under this policy (liability being otherwise admitted), such difference shall, independently of all other questions, be referred to the decision of a sole arbitrator, to be appointed, in writing, by the parties thereto, 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 dispute or difference shall be referable to arbitration as herein before provided, if We have disputed or not accepted liability under or in respect of this policy.

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

11. Disclaimer:

It is also, hereby, expressly agreed and declared that if We disclaim liability to You and/or the Ticket Purchaser or Ticket Holder for any claim hereinunder 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.

12. Guidelines for lodging of claims:

- The Ticket Purchaser or Ticket Holder(s) must inform You or the Booking Partner or the duly appointed representative of the Booking Partner as soon as practically possible and in any circumstances before *** hours from the start of the Event regarding Cancellation of Valid Ticket(s); and
- The Ticket Purchaser or Ticket Holder(s) must return the Valid Ticket(s) or if not issued, the proof of purchase or original receipt (in case of physical forms) to You or the Booking Partner or the duly appointed representative of the Booking Partner as soon as practically possible and in any circumstances before *** hours from the start of the Event and take acknowledgement from the Booking Partner or the duly appointed representatives of the Booking Partner.



GRIEVANCE MECHANISM

Any Grievance of the Complainant sent in a written communication to the Company at any of the touch points as mentioned, shall be addressed within 14 days of the receipt of the complaint.

Escalation Matrix:

Step 1

Call: 1800 12000

Email: support@edelweissinsurance.com

Step 2

If the response is not as per Complainant's expectations he/she may contact the Grievance Cell at the below touch-points:

- Email: grievance@edelweissinsurance.com
- Address: Edelweiss General Insurance Company Limited, Kohinoor City Mall, Tower 3, Kirol Road, Kurla West, Mumbai 400070

Step 3

If the response is not as per Complainant's expectations he/she may contact the Company's Grievance Redressal Officer at:

- Email: grievanceofficer@edelweissinsurance.com
- Address: Edelweiss General Insurance Company Limited, Kohinoor City Mall, Tower 3, Kirol Road, Kurla West, Mumbai 400070

Step 4

If the Complainant is not still not satisfied with the response or does not receive a response from the Company within 14 days, the Complainant may approach the Grievance Cell of the IRDAI on the following contact details:

- IRDAI Grievance Call Centre (IGCC) TOLL FREE NO: 155255; Email ID: complaints@irda.gov.in
- Register online at: <http://www.igms.irda.gov.in/>
- Address for communication for complaints by fax/paper: Consumer Affairs Department, Insurance Regulatory and Development Authority of India Sy. No. 115/1, Financial District, Nanakramguda, Gachibowli Hyderabad - 500032

Step 5

If the complaint/grievance has still not been resolved, the Complainant may approach the Office of the Insurance Ombudsman established by the Central Government of India

as per Rule 13 and Rule 14 of the Insurance Ombudsman Rules, 2017 ('Ombudsman Rules').

The following complaints can be lodged with the Insurance Ombudsman:

1. Any partial or total repudiation of claims by an insurer;
2. Any dispute in regard to premium paid or payable in terms of the policy;
3. Any dispute on the legal construction of the policies in so far as such disputes relate to claims;
4. Delay in settlement of claims;
5. Non-issue of any insurance document to customers after receipt of premium.

Manner in which complaint is to be made Rule 14 of the Ombudsman Rules:-

1. Any person who has a grievance against the Company, may himself or through his legal heirs make a complaint in writing to the Ombudsman within whose jurisdiction the branch or office of the Company complained against is located.
2. The complaint shall be in writing duly signed by the complainant or through his legal heirs and shall state clearly the name and address of the complainant, the name of the branch or office of the insurer against which the complaint is made, the fact giving rise to the complaint.
3. No complaint to the Ombudsman shall lie unless:
 - the complainant had before making a complaint to the Ombudsman, made a written representation to the Company/insurer named in the complaint and either insurer had rejected the complaint or the complainant had not received any reply within a period of one month after the insurer concerned received his representation or the complainant is not satisfied with the reply given to him by the insurer;
 - the complaint is made not later than one year after the insurer had rejected the representation or sent his final reply on the representation of the complainant; and
 - the complaint is not on the same subject matter for which any proceedings before any court or Consumer Forum or arbitrator is pending or was so earlier.



Ombudsman and Addresses

Mentioned below are contact details of Ombudsman:

CONTACT DETAILS	JURISDICTION
AHMEDABAD Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email:- bimalokpal.ahmedabad@ecoi.co.in	State of Gujarat, Union Territory of Dadra & Nagar Haveli & Union Territory of Daman and Diu.
BENGALURU Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No.57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru-560 078. Tel.:- 080-26652048 / 26652049 Email:- bimalokpal.bengaluru@ecoi.co.in	State of Karnataka
BHOPAL Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 033. Tel.:- 0755-2769200/201/202, Fax:- 0755-2769203 Email:- bimalokpal.bhopal@ecoi.co.in	States of Madhya Pradesh and Chattisgarh
BHUBANESHWAR Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.:- 0674-2596461 / 2596455, Fax:- 0674-2596429 Email:- bimalokpal.bhubaneswar@ecoi.co.in	State of Odisha
CHANDIGARH Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.:- 0172-2706196/ 2706468 Fax:- 0172-2708274 Email:- bimalokpal.chandigarh@ecoi.co.in	States of Punjab, Haryana, Himachal Pradesh, Union Territory of Jammu & Kashmir, Union Territory of Ladakh and Union Territory of Chandigarh
CHENNAI Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453 , Anna Salai, Teynampet, CHENNAI – 600 018. Tel.:- 044-24333668 / 24335284 Fax:- 044-24333664 Email:- bimalokpal.chennai@ecoi.co.in	State of Tamil Nadu and Union Territories - Puducherry Town and Karaikal (which are part of Union Territory of Puducherry)
DELHI Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.:- 011-23232481/23232481 Email:- bimalokpal.delhi@ecoi.co.in	State of Delhi
ERNAKULAM Office of the Insurance Ombudsman, 2nd floor, Pulinat Building, Opp. Cochin Shipyard, M.G. Road, Ernakulam - 682 015. Tel.:- 0484-2358759/2359338 Fax:- 0484-2359336 Email:- bimalokpal.ernakulam@ecoi.co.in	State of Kerala, Union Territory of Lakshadweep and Mahe, a part of Puducherry
GUWAHATI Office of the Insurance Ombudsman, 'Jeevan Nivesh', 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.:- 0361- 2632204 / 2602205 Email:- bimalokpal.guwahati@ecoi.co.in	States of Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court" Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.:- 040- 67504123 / 23312122 Fax:- 040-23376599 Email:- bimalokpal.hyderabad@ecoi.co.in	States of Andhra Pradesh, Telangana and Union Territory of Yanam - a part of Puducherry

CONTACT DETAILS	JURISDICTION
JAIPUR Office of the Insurance Ombudsman, Jeevan Nidhi-II Bldg., Ground Floor, Bhawani Singh Marg, Jaipur - 302005. Tel.:- 0141-2740363 Email:- bimalokpal.jaipur@ecoi.co.in	State of Rajasthan
KOLKATA Office of the Insurance Ombudsman, Hindustan Building Annexe, 4th floor, 4, C.R. Avenue, Kolkata - 700 072. Tel.:- 033-22124339 / 22124340, Fax:- 033-22124341 Email:- bimalokpal.kolkata@ecoi.co.in	States of West Bengal, Bihar, Sikkim and Union Territory of Andaman and Nicobar Islands
LUCKNOW Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow-226 001. Tel.:- 0522-2231330 / 2231331, Fax:- 0522-2231310. Email:- bimalokpal.lucknow@ecoi.co.in	Districts of Uttar Pradesh: Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varansi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sulanpur, Maharajganj, Santkabirnagar, Azamgarh, Kaushinagar, Gorkhpur, Deoria, Mau, Chandauli, Ballia, Sidharathnagar
MUMBAI Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz (W), Mumbai - 400 054. Tel.:- 022- 26106552/ 26106960, Fax:- 022-26106052 Email:- bimalokpal.mumbai@ecoi.co.in	State of Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane
NOIDA Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector-15, Distt: Gautam Budh Nagar, U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253 Email:- bimalokpal.noida@ecoi.co.in	State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozabad, Gautam Budh Nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur
PATNA Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna - 800 006. Tel.: 0612-2680952 Email:- bimalokpal.patna@ecoi.co.in	States of Bihar and Jharkhand
PUNE Office of the Insurance Ombudsman, Jeevan Darshan Building, 3rd Floor, CTS Nos. 195 to 198, NC Kelkar Road, Narayan Peth, Pune - 411 030 Tel: 020 -41312555 Email:- bimalokpal.pune@ecoi.co.in	State of Maharashtra, Area of Navi Mumbai and Thane, excluding Mumbai Metropolitan Region

POLICY WORDING

YOUR POLICY IN DETAIL



EMPLOYEES COMPENSATION INSURANCE POLICY - COMMERCIAL

POLICY WORDING

WHEREAS the Insured, by a Proposal which shall be the basis of this Contract and deemed to be incorporated herein, has applied to Edelweiss General Insurance Company Limited (hereinafter called "the Company") for the insurance hereinafter contained for the Business described in the Schedule and has paid or agreed to pay the premium stated in the Schedule as consideration for such insurance.

NOW THIS POLICY WITNESSETH, subject to the terms, exceptions and conditions contained herein or endorsed hereon, that if at any time during the Period of Insurance any Employee or Employees of the Insured shall sustain Injury by accident arising out of and in the course of his employment in the Business, for which the Insured is liable to pay compensation under any Law(s) specified in the Schedule, then the Company shall indemnify the Insured up to the Limit of Indemnity against all sums for which the Insured shall be so liable, including costs and expenses for defending any such claim incurred with the Company's consent.

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

DEFINITIONS

This Policy, the Schedule and any Clauses thereon shall be considered one document and any word or expression to which a specific meaning has been attached in Definitions bears that specific meaning wherever it appears in this Policy in bold typeface.

1. Business means the Business of the Insured as specified in the Schedule in respect of which this Policy is issued.

2. Injury means physical bodily Injury including death resulting from such Injury arising out of an accident but does not include any mental sickness, disease, Occupational Disease, unless caused by such physical bodily Injury.

3. Insured means the person or organization specified in the Policy Schedule but does not include their Contractors or Sub Contractors.

4. Occupational Disease means any Occupational Disease or illness including but not limited to the diseases listed under Schedule III of the Employees' Compensation Act, 1923 contracted by an Employee due to employment in the Business.

5. Wages means the remuneration payable to an Employee by the Insured for the employment in the Business and includes any privilege or benefit which is capable of being estimated in money other than a travelling allowance or the value of any travelling concession or a contribution paid by the employer of an Employee towards any pension or provident fund or a sum paid to an Employee to cover any special expenses entailed on him by the nature of his employment;

6. Employee or Employees means such person or persons in direct employment under the Insured in the Business, but shall not include any person employed under a Contractor or Sub-Contractor of the Insured unless specifically shown as covered in the Schedule and by an endorsement.

7. Schedule means the Schedule attached to and forming part of this Policy.

8. Period of Insurance means the period for which this insurance is availed by the Insured as specified in the Schedule, unless cancelled earlier.

9. Limit of Indemnity means the maximum amount of indemnity as specified in the Schedule that will be provided under this Policy by the Company in respect of

- a) any particular claim by an Employee and
- b) all claims arising out of all accidents for any number of Employees during the Period of Insurance.

EXCLUSIONS

This Policy shall not cover liability of the Insured:

a) For Injury caused to Employee by accident directly or indirectly caused by or arising from or in consequence of or attributable to war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, mutiny, insurrection, rebellion, revolution or military or usurped power, nuclear weapons material, ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;

b) Accident occurring at any other place than the Place or Places of Employment specified in the Schedule, unless the Employee was at such other place whilst on duty for the purpose of the Business and on the directions of the Insured or any of its official authorized to exercise control and supervision over the Employee;

c) For Occupational Diseases contracted by an Employee;

- d) For interest and/or penalty imposed on the Insured under any law or otherwise;
- e) Under any Law, for medical expenses in connection with treatment of any Injury sustained by an Employee;
- f) For persons employed in the Business under a Contractor or Sub-Contractor of the Insured unless specifically covered in the Schedule;
- g) For Injury sustained by person whilst in the employ of the Insured otherwise than in the Business and/or who has is not declared for insurance under this Policy;
- h) Assumed by agreement which would not have attached in the absence of such agreement;
- i) For any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party;
- j) For any accident occurring whilst the Employee is under the influence of intoxicating liquor or drugs;
- k) For any incapacity or death of an Employee resulting from his/her deliberate self-injury or the deliberate aggravation of an accidental Injury.

SPECIFIC EXCLUSION:

It is hereby understood and agreed that this Policy shall neither apply to nor cover any actual or alleged liability whatsoever against any claim(s) in respect of loss(s), directly or indirectly, arising out of, resulting from or in consequence of asbestos, in whatever form or quantity. This exclusion shall be applicable regardless of whether this Policy extends to covers against occupational diseases or not.

CONDITIONS

1. The Contract: This Policy and the Schedule shall be read together as one contract and any word defined herein and shown in bold shall bear such specific meaning wherever it may appear in the Policy or the Schedule.

2. Due Observance: The due observance and fulfilment of the terms, conditions and endorsements of this Policy so far as they relate to anything to be done or not to be done by the Insured shall be condition precedent to any liability of the Company to make any payment under this Policy.

3. Mis-representation/Non-Disclosure: This Policy shall be void in the event of any mis-representation or non-disclosure in the Proposal and the Insured is deemed to warrant the truth and accuracy of the statements and answers in the Proposal which form the basis of this Policy.

4. Written Communication: Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company.

5. Safeguards: The Insured shall take reasonable precautions to prevent accidents and disease and shall comply with all statutory obligations, manufacturer's recommendations and other safety regulations in conduct of the Business.

6. Claim Intimation: In the event of any occurrence which may give rise to a claim under this Policy, the Insured shall, as soon as possible and in any case within a period of thirty days of such occurrence, give notice thereof to the Company, in writing, with full particulars. Every letter, claim, writ, summons and process shall be notified to the Company immediately on receipt. Notice shall also be given to the Company immediately once the Insured shall have knowledge of any impending prosecution inquest or fatal enquiry in connection with any such occurrence, as aforesaid.

7. Company's Rights After Loss: No admission, offer, promise or payment shall be made by or on behalf of the Insured without the consent of the Company, which shall be entitled, without being obliged to do so, if it so desires, to take over and conduct in its name the defence or settlement of any claim or to prosecute in its name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.

8. Declaration of Employees and Wages: It is clearly agreed and Understood that the Insured shall be bound, at all times, to declare all Employees and Wages payable in respect of such Employees on the basis of which the Premium for this Policy is calculated.

In case of increase in Employees or Wages subsequent to insurance, Insured shall keep the Company intimated and obtain Endorsement by payment of necessary additional premium.

The Insured shall, as and when required by the Company, permit inspection of its records to verify the Wages and Employees and shall also provide duly authenticated copies thereof, if so required the Company.

9. Average: Notwithstanding anything contained hereinabove, (i) a) If the number of Employees (whether on duty or otherwise) employed by the Insured on the date of accident is higher than the number covered under this Policy, the Company shall indemnify Insured's liability arising out of such accident, only in such proportion that the number of Employees covered bears to the Employees found employed on the date of accident.

b) If the amount of Wages declared for this insurance for all Employees is less than the actual Wages paid until date of accident, the Company shall be liable to indemnify on any claim only in proportion that the Wages declared bears to the Wages paid. For the purpose of this clause, the Wages declared shall be calculated proportionately for the period from commencement of Policy until date of accident for comparison with the actual wages paid during such period to determine applicability of this clause.

c) If the liability of the Insured for any claim by an Employee is determined on the basis of Wages higher than covered under this Policy, the Company shall be liable to indemnify only in proportion that the Wages covered under the Policy for the Employee/Employees bears to the Wages on the basis of which Insured is held liable. For the purpose of this clause, the Wages covered in respect of any Employee shall be deemed to be the average wage per Employee in the category under which the Employee falls as specified in the Schedule, unless actual Wages paid at the time of accident is substantiated by submission of documentary evidence to the Company.

(ii) If more than one of the above clauses is found applicable in respect of a claim, only such clause under which the liability of the Company is least shall be applied.

10. Maintenance of record of Employees/Wages: The Insured undertakes to maintain an accurate record of the Employees and Wages in respect of the Business throughout the Period of Insurance, in compliance with all statutory requirements or otherwise, and allow the Company to inspect such records during or upon expiry of this Policy.

11. Contribution: If at the time of the happening of an accident covered by this Policy there shall be any other insurance covering the same risk in respect of the Employee whether or not effected by the Insured, then the Company shall not be liable to contribute more than its rateable proportion of the amount that would otherwise be payable under this Policy.

12. Cancellation: The Company or the Insured may cancel this Policy by sending at least 15 days' written notice to the other party at its last known address and in such event, the premium shall be adjusted in accordance with Condition 8 above.

13. Forfeiture: If the Insured shall make any claim, or connive in the making of any claim, knowing the claim to be false or fraudulent, the Policy shall become void and all claims will stand forfeited.

14. Arbitration:

a) If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) in respect of any claim, 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 or if they cannot agree upon a single arbitrator, to a panel of three arbitrators to be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The arbitration shall be governed by Indian law. The venue of arbitration shall be within India.

b) It is clearly agreed and understood that no reference to arbitration can be made if the Company has either not admitted or has disputed liability in respect of any claim under or in respect of this Policy.

c) In the event that these arbitration provisions shall be held to be invalid, then all such disputes or differences shall be referred to the exclusive jurisdiction of the Indian Courts.

d) It is further expressly agreed and declared that if the Company shall disclaim liability in respect of any claim and is not, within 12 calendar months from the date of such disclaimer, made the subject matter of a suit or proceeding before a Court of law or any other forum, it shall, for all purposes, be deemed to have been abandoned and shall not, thereafter, be recoverable hereunder.

15. Law and Jurisdiction: It is hereby declared and agreed that this contract of insurance and all claims there under shall be governed by Indian laws and any legal proceedings in respect thereof shall be raised in a competent court of India. All claims shall be paid in Indian Rupees only.



ENDORSEMENT WORDINGS

Coverage for Medical Expenses

Policy No.:

Name of the Insured:

In consideration of the payment of an additional premium, it is hereby understood and agreed that this Policy is extended to cover Insured's liability towards medical expenses for treatment of Injury arising out of accident in respect of which indemnity granted under this Policy otherwise applies.

Provided always that the liability of the Company under this endorsement shall be limited to ₹ _____ in respect of each Employee per accident and the aggregate liability of the Company for all accidents during the Period of Insurance to ₹ _____.

For the purpose of this endorsement only, Definitions is modified and amended to add the following:

Medical expenses mean reasonable expenses for necessary:

- first aid administered at the time of an accident;
- medical, surgical, x-ray and dental services, including prosthetic devices; and
- ambulance, hospital, professional nursing and funeral services.

Subject to otherwise to the terms, provisions and conditions of the within Policy.

Signed for and on behalf of Edelweiss General Insurance Company Limited, as on this date

For Edelweiss General Insurance Company Limited

Authorised Signatory

Cover for Occupational Diseases

Policy No.:

Name of the Insured:

In consideration of the payment of additional premium, it is hereby understood and agreed that the indemnity herein granted is extended to cover the legal liability of the Insured towards its Employees for Occupational Diseases solely and directly contracted due to employment under the Insured in the Business in respect of which the Policy is granted.

Provided always that the liability of the Company under this endorsement shall be limited to ₹ _____ in respect of each Employee and the aggregate liability of the Company for all Employees during the Period of insurance to ₹ _____.

Subject otherwise to the terms, conditions and exclusions of the Policy.

Signed for and on behalf of Edelweiss General Insurance Company Limited, as on this date

For Edelweiss General Insurance Company Limited

Authorised Signatory

Cover for Contractor's Workers/ Employees

Policy No.:

Name of the Insured:

In consideration of the payment of an additional premium, it is hereby understood and agreed that the indemnity herein granted is extended to cover the legal liability of the Insured towards Employees in the employment of Contractors performing work for the Insured, while engaged in the Business in respect of which the Policy is granted, but only so far as regards claims under the Employee's Compensation Act, 1923, and subsequent amendments to the said Act prior to the date of issuance of this Policy.

1. Contractor's Name:

Registered Address:

Sr. No.	Description of work done by Employees	Declared Number of Employees	Declared Wages/Contract Value during the Period of Insurance	Place(s) of Employment
1				
2				

2. Contractor's Name:

Registered Address:

Sr. No.	Description of work done by Employees	Declared Number of Employees	Declared Wages/Contract Value during the Period of Insurance	Place(s) of Employment
1				
2				

Subject otherwise to the terms, conditions and exclusions of the Policy.

Signed for and on behalf of Edelweiss General Insurance Company Limited, as on this date

For Edelweiss General Insurance Company Limited

Authorised Signatory



GRIEVANCE MECHANISM

Any Grievance of the Complainant sent in a written communication to the Company at any of the touch points as mentioned, shall be addressed within 14 days of the receipt of the complaint.

Escalation Matrix:

Step 1

Call: 1800 12000

Email: support@edelweissinsurance.com

Step 2

If the response is not as per Complainant's expectations he/she may contact the Grievance Cell at the below touch-points:

- Email: grievance@edelweissinsurance.com
- Address: Edelweiss General Insurance Company Limited, Kohinoor City Mall, Tower 3, Kirol Road, Kurla West, Mumbai 400070

Step 3

If the response is not as per Complainant's expectations he/she may contact the Company's Grievance Redressal Officer at:

- Email: grievanceofficer@edelweissinsurance.com
- Address: Edelweiss General Insurance Company Limited, Kohinoor City Mall, Tower 3, Kirol Road, Kurla West, Mumbai 400070

Step 4

If the Complainant is not still not satisfied with the response or does not receive a response from the Company within 14 days, the Complainant may approach the Grievance Cell of the IRDAI on the following contact details:

- IRDAI Grievance Call Centre (IGCC) TOLL FREE NO: 155255; Email ID: complaints@irda.gov.in
- Register online at: <http://www.igms.irda.gov.in/>
- Address for communication for complaints by fax/paper: Consumer Affairs Department, Insurance Regulatory and Development Authority of India Sy. No. 115/1, Financial District, Nanakramguda, Gachibowli Hyderabad - 500032

Step 5

If the complaint/grievance has still not been resolved, the Complainant may approach the Office of the Insurance Ombudsman established by the Central Government of India

as per Rule 13 and Rule 14 of the Insurance Ombudsman Rules, 2017 ('Ombudsman Rules').

The following complaints can be lodged with the Insurance Ombudsman:

1. Any partial or total repudiation of claims by an insurer;
2. Any dispute in regard to premium paid or payable in terms of the policy;
3. Any dispute on the legal construction of the policies in so far as such disputes relate to claims;
4. Delay in settlement of claims;
5. Non-issue of any insurance document to customers after receipt of premium.

Manner in which complaint is to be made Rule 14 of the Ombudsman Rules:-

1. Any person who has a grievance against the Company, may himself or through his legal heirs make a complaint in writing to the Ombudsman within whose jurisdiction the branch or office of the Company complained against is located.
2. The complaint shall be in writing duly signed by the complainant or through his legal heirs and shall state clearly the name and address of the complainant, the name of the branch or office of the insurer against which the complaint is made, the fact giving rise to the complaint.
3. No complaint to the Ombudsman shall lie unless:
 - the complainant had before making a complaint to the Ombudsman, made a written representation to the Company/insurer named in the complaint and either insurer had rejected the complaint or the complainant had not received any reply within a period of one month after the insurer concerned received his representation or the complainant is not satisfied with the reply given to him by the insurer;
 - the complaint is made not later than one year after the insurer had rejected the representation or sent his final reply on the representation of the complainant; and
 - the complaint is not on the same subject matter for which any proceedings before any court or Consumer Forum or arbitrator is pending or was so earlier.



Ombudsman and Addresses

Mentioned below are contact details of Ombudsman:

CONTACT DETAILS	JURISDICTION
AHMEDABAD Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email:- bimalokpal.ahmedabad@ecoi.co.in	State of Gujarat, Union Territory of Dadra & Nagar Haveli & Union Territory of Daman and Diu.
BENGALURU Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No.57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru-560 078. Tel.:- 080-26652048 / 26652049 Email:- bimalokpal.bengaluru@ecoi.co.in	State of Karnataka
BHOPAL Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 033. Tel.:- 0755-2769200/201/202, Fax:- 0755-2769203 Email:- bimalokpal.bhopal@ecoi.co.in	States of Madhya Pradesh and Chattisgarh
BHUBANESHWAR Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.:- 0674-2596461 / 2596455, Fax:- 0674-2596429 Email:- bimalokpal.bhubaneswar@ecoi.co.in	State of Odisha
CHANDIGARH Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.:- 0172-2706196/ 2706468 Fax:- 0172-2708274 Email:- bimalokpal.chandigarh@ecoi.co.in	States of Punjab, Haryana, Himachal Pradesh, Union Territory of Jammu & Kashmir, Union Territory of Ladakh and Union Territory of Chandigarh
CHENNAI Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453 , Anna Salai, Teynampet, CHENNAI – 600 018. Tel.:- 044-24333668 / 24335284 Fax:- 044-24333664 Email:- bimalokpal.chennai@ecoi.co.in	State of Tamil Nadu and Union Territories - Puducherry Town and Karaikal (which are part of Union Territory of Puducherry)
DELHI Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.:- 011-23232481/23232481 Email:- bimalokpal.delhi@ecoi.co.in	State of Delhi
ERNAKULAM Office of the Insurance Ombudsman, 2nd floor, Pulinat Building, Opp. Cochin Shipyard, M.G. Road, Ernakulam – 682 015. Tel.:- 0484-2358759/2359338 Fax:- 0484-2359336 Email:- bimalokpal.ernakulam@ecoi.co.in	State of Kerala, Union Territory of Lakshadweep and Mahe, a part of Puducherry
GUWAHATI Office of the Insurance Ombudsman, 'Jeevan Nivesh', 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.:- 0361- 2632204 / 2602205 Email:- bimalokpal.guwahati@ecoi.co.in	States of Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court" Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.:- 040- 67504123 / 23312122 Fax:- 040-23376599 Email:- bimalokpal.hyderabad@ecoi.co.in	States of Andhra Pradesh, Telangana and Union Territory of Yanam - a part of Puducherry

CONTACT DETAILS	JURISDICTION
JAIPUR Office of the Insurance Ombudsman, Jeevan Nidhi-II Bldg., Ground Floor, Bhawani Singh Marg, Jaipur - 302005. Tel.:- 0141-2740363 Email:- bimalokpal.jaipur@ecoi.co.in	State of Rajasthan
KOLKATA Office of the Insurance Ombudsman, Hindustan Building Annexe, 4th floor, 4, C.R. Avenue, Kolkata - 700 072. Tel.:- 033-22124339 / 22124340, Fax:- 033-22124341 Email:- bimalokpal.kolkata@ecoi.co.in	States of West Bengal, Bihar, Sikkim and Union Territory of Andaman and Nicobar Islands
LUCKNOW Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow-226 001. Tel.:- 0522-2231330 / 2231331, Fax:- 0522-2231310. Email:- bimalokpal.lucknow@ecoi.co.in	Districts of Uttar Pradesh: Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratappgarh, Jaunpur, Varansi, Gaziipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sulanpur, Maharajganj, Santkabirnagar, Azamgarh, Kaushinagar, Gorkhpur, Deoria, Mau, Chandauli, Ballia, Sidharathnagar
MUMBAI Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.:- 022- 26106552/ 26106960, Fax:- 022-26106052 Email:- bimalokpal.mumbai@ecoi.co.in	State of Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane
NOIDA Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector-15, Distt: Gautam Budh Nagar, U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253 Email:- bimalokpal.noida@ecoi.co.in	State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozabad, Gautam Budh Nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur
PATNA Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna - 800 006. Tel.: 0612-2680952 Email:- bimalokpal.patna@ecoi.co.in	States of Bihar and Jharkhand
PUNE Office of the Insurance Ombudsman, Jeevan Darshan Building, 3rd Floor, CTS Nos. 195 to 198, NC Kelkar Road, Narayan Peth, Pune - 411 030 Tel: 020 -41312555 Email:- bimalokpal.pune@ecoi.co.in	State of Maharashtra, Area of Navi Mumbai and Thane, excluding Mumbai Metropolitan Region