



## **I. SCOPE OF COVER**

IN CONSIDERATION OF the insured named in the schedule hereto having paid to the United India Insurance Company Limited (hereinafter called the Company) the premium mentioned in the schedule, The Company Agrees, (subject to the Conditions and Exclusions contained herein or endorsed or otherwise expressed hereon) that if after payment of the premium the property insured described in the said schedule or any part of such property be destroyed or damaged by any of the perils specified hereunder during the period of the insurance named in the said schedule or of any subsequent period in the respect of which the insured shall have paid and the Company shall have accepted the premium required for the renewal of the policy, the Company shall pay to the insured the value of the Property at the time of the happening of its destruction or the amount of such damaged or at its option reinstate or replace such property or any part thereof:

### **1. FIRE**

Excluding destruction or damage caused to the property insured by

- (a) (1) It's own fermentation, natural heating or spontaneous combustion.
- (2) It's undergoing any heating or drying process.
- (b) Burning of the property insured by order of any Public Authority.

### **2. LIGHTNING**

### **3. EXPLOSION / IMPLOSION**

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

### **4. AIRCRAFT DAMAGE**

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

### **5. RIOT, STRIKE MALICIOUS AND TERRORISM DAMAGE**

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

- a) Total or partial cessation of work or the retarding or interruption or cessation of any process or operations or omissions of any kind.
- b) Permanent or Temporary dispossession resulting from confiscation, commanding, requisition or destruction by order of the government or any lawfully constituted Authority.
- c) Permanent or Temporary dispossession of any building or plant or unit or machinery resulting from the unlawful occupation by any person of such building or plant or unit or machinery or prevention of access to the same.
- d) Burglary, housebreaking ,theft, larceny or any such attempt or omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace ) in any malicious act

### **6. STORM, CYCLONE, TYPHOON, TEMPEST, HURRICANE, TORNADO, FLOOD AND INUNDATION**

### **7. IMPACT DAMAGE**

Impact by any Rail / Road vehicle or animal by direct contact not belonging to or owned by

- a) The insured or any occupier of the premises or
  - b) Their employees while acting in the course of their employment.
- Excluding destruction or damage caused by Forest Fire.

### **8. SUBSIDENCE AND LANDSLIDE INCLUDING ROCKSLIDE**

Destruction or damage caused by Subsidence of part of the site on which the site on which the property stands or Land slide/Rock slide excluding:

- a) The normal cracking, settlement or bedding down of new structures
- b) The settlement or movement of made up ground
- c) Coastal or river erosion
- d) Demolition, construction, structural alterations or repair of any property or groundwork or excavations.

### **9. BUSH FIRE**

Excluding destruction or damage caused by Forest Fire.

**PROVIDED** that the liability of the Company shall in no case exceed in respect of each item the sum expressed in the said Schedule to be insured thereon or in the whole the total Sum insured hereby or such other sum or sums as may be substituted therefor by memorandum hereon or attached hereto signed by or on behalf of the Company.

## **II. GENERAL EXCLUSIONS**

This Policy does not cover

- 1. Loss, destruction or caused by war, invasion, act of foreign enemy hostilities or war like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.



2. Loss, destruction or damage directly or indirectly caused to the property insured by
  - a) Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
  - b) The radio active toxic, explosives or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
3. Loss, destruction or damage caused to the insured property by pollution or contamination excluding
  - a) Pollution or contamination which itself from a peril hereby insured against.
  - b) Any peril hereby insured which itself results from pollution or contamination.
4. Loss, destruction or damage to bullion or unset precious stones, any curios or works of art for an amount exceeding Rs. 10000/-, goods held in trust or on commission, manuscripts, plans, drawings, securities, obligations or documents of any kind, stamps, coins or paper money, cheques, books of accounts or other business books, computer systems records, explosives unless otherwise expressly stated in the policy.
5. Loss, destruction or damage to the stocks in cold storage premises caused by change of temperature.
6. Loss, destruction or damage to any electrical machine, apparatus, fixture, or fitting arising from or occasioned by over-running, excessive pressure, short circuiting, arcing, self heating or leakage of electricity from whatever cause (lightning included) provided that this exclusion shall apply only to the particular electrical machine, apparatus, fixture or fitting so affected and not to other machines, apparatus, fixtures or fittings which may be destroyed or damaged by fire so set up.
7. Expenses necessarily incurred on (i) Architects, Surveyors and Consulting Engineer's Fees and (ii) Debris Removal by the insured following a loss, destruction or damage to the property insured by an insured peril in excess of 3% and 1% of the claim amount respectively.
8. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.

### **III. GENERAL CONDITIONS**

1. THIS POLICY shall be voidable in the event of misrepresentation, mis-description of any material particular.
2. All insurances under this policy shall cease on expiry of seven days from the date of fall or displacement of any building or part thereof or of the whole or any range of buildings or of any structure of which such building forms part. PROVIDED such a fall or displacement is not caused by insured perils, loss or damage by which is covered by this policy or would be covered if such building, range of buildings or structure were insured under this policy. Notwithstanding the above, the company subject to an express notice being given as soon as possible but not later than seven days of any such fall or displacement may agree to continue the insurance subject to revised rates, terms and conditions as may be decided by it and confirmed in writing to this effect.
3. Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the insured, before the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the policy by or on behalf of the Company: -
  - a) If the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building insured or containing the insured property be changed in such a way as to increase the risk of loss or damage by insured perils.
  - b) If the building insured or containing the insured property becomes unoccupied and so remains for a period of more 30 days. (this condition is not applicable to dwellings)
  - c) If the interest in the property passes from the insured otherwise than by will or operation of law.
4. This insurance does not cover any loss or damage to property which, at the time of the happening of such loss or damage, is insured by or would, but for the existence of this policy, be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected.
5. (i) On the happening of any loss or damage the insured shall forthwith give 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.
- (ii) 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.

6. On the happening of loss or damage to any of the property insured by this policy, the Company may
- Enter and take and keep possession of the building or premises where the loss or damage has happened.
  - Take possession of or require to be delivered to it any property of the insured in the building or on the premises at the time of the loss or damage.
  - Keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same.
  - Sell any such property or dispose of the same for account of whom it may Concern.

The powers conferred by this condition shall be exercisable by the Company at any time until notice in writing is given by the insured that he makes no claim under the policy, or if any claim is made, until such claim is finally determined or withdrawn, and the Company shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to the insured or diminish its rights to rely upon any of the conditions of this policy in answer to any claim.

If the insured or any person on his behalf shall not comply with the requirements of the Company or shall hinder or obstruct the Company, in the exercise of its powers hereunder, all benefits under this policy shall be forfeited.

The insured shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not.

7. If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof or if any fraudulent means or devices are used by the insured or any one acting on his behalf to obtain any benefit under the policy or if the loss or damage be occasioned by the willful act, or with the connivance of the insured, all benefit under this policy shall be forfeited.

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

9. If the property hereby insured shall at the breaking out of any fire or at the commencement of any destruction of or damage to the property by any other peril hereby insured against be collectively of greater value than the sum insured thereon, then the insured shall be considered as being his own insured for the difference and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of the policy shall be separately subject to this condition.

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

11. The insured shall at the expense of the Company do and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any right and remedies or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated, upon its 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 his indemnification by the Company.

12. Every notice and other communication to the Company required by these conditions must be written or printed.

13. At all times during the period of insurance of this policy the insurance cover will be maintained to the full extent of the respective sum insured in consideration of which upon the settlement of any loss under this policy, pro-rata premium for the unexpired period from the date of such loss to the expiry of period of insurance for the amount of such loss shall be payable by the insured to the Company.

The additional premium referred above shall be deducted from the net claim amount payable under the policy. Thus continuous cover to the full extent will be available notwithstanding any previous loss for which the company may have paid hereunder and irrespective of the fact whether the additional premium as mentioned above has been actually paid or not following such loss. The intention of this condition is to ensure continuity of the cover to the insured subject only to the right of the company for deduction from the claim amount, when settled, of pro-rata premium to be calculated from the date of loss till expiry of the policy.

Notwithstanding what is stated above, the Sum insured shall stand reduced by the amount of loss in case the insured immediately on occurrence of the loss exercises his option not to reinstate the sum insured as above.

**14. Cancellation:**

- The policyholder may cancel his/her policy at any time during the term, by giving 7 days' notice in writing. The Insurer shall refund proportionate premium for unexpired policy period, if there is no claim (s) reported during the policy period.
- The Company may cancel the policy at any time on grounds of mis-representation, nondisclosure of material facts, fraud by the Insured Person, by giving 7 days' written notice. There would be no refund of premium on cancellation on grounds of mis-representation, non-disclosure of material facts or fraud.