



**HANDLOOM WEAVERS' INSURANCE
POLICY WORDINGS**

(PROPOSAL FORMS PART OF THIS POLICY AND TO BE COMPLETED AND SIGNED BY THE PROPOSER)

WHEREAS the Insured named in the Schedule hereto has made to -----
----- (hereinafter called the “Company”) a proposal and declaration which shall be the basis of this contract and be deemed to be incorporated herein for the Insurance hereinafter contained and has paid the premium stated herein.

THE COMPANY HEREBY AGREES subject to the terms and conditions contained herein or endorsed or otherwise expressed hereon that if the Insured shall sustain **Loss or Damage** to property or the Insured shall sustain **BODILY INJURY** as described herein at any time during the Period of Insurance stated herein or any subsequent period in respect of which the Insured shall have paid and the Company shall have accepted the premium required for the renewal or extension thereof the Company will pay to the Insured the value at the time of happening of such loss, of the property so lost or the amount of such damage or the benefits specified herein as the case may be, but not exceeding in any one period of Insurance in respect of several items specified herein the set Sum ‘opposite’ thereto respectively

GENERAL CONDITIONS

1. **NOTICE:** Every notice and communication to the Company required by the Policy shall be in writing in the Office of the Company through which this Insurance is effected.
2. **MISDESCRIPTION :** This Policy shall be void and all premium paid hereon shall be forfeited to the Company in the event of misrepresentation, misdiscription, or non – disclosure of any material information.
3. **REASONABLE CARE:** The Insured shall take all reasonable steps to safeguard the property insured against any accident, loss or damage. The insured shall exercise reasonable care that only competent employees are employed and shall take all reasonable precautions to prevent all accidents and shall comply with all statutory or other regulations.
4. **CANCELLATION:** The Company may at any time cancel the Policy on grounds of misrepresentation, fraud, non-disclosure of material fact or non- cooperation by the insured by sending fifteen days’ notice in writing by Registered A/D to the insured at his last known address in which case the Company shall return to the insured a proportion of the last premium corresponding to the unexpired period of insurance if no claim has been paid under the policy. The insured may at any time cancel this policy and in such event the Company shall allow refund of premium at Company’s short period rates provided no claim has occurred upto the date of cancellation.
5. **CLAIMS PROCEDURE:**
 - i) The Insured shall upon the occurrence of any event giving rise or likely to give rise to a claim under this Policy :
 - a) In the event of theft, lodge forthwith a complaint with the police and take all practicable steps to apprehend the guilty person or persons and to recover the property lost.
 - b) Give immediate notice thereof to the Company and shall within fourteen days thereafter furnish to the Company at his own expense detailed particulars of the amount of the loss or



damage together with such explanations and evidences to substantiate the claim as the Company may reasonably require.

- ii) If the Insured or any partner, director, or member of the managerial staff or employee of the Insured sustain any bodily Injury in respect of which a claim is or may be made hereunder, prompt written notice thereof shall be given to the Company as soon as possible but in any event within Fourteen days of the date of injury. If the insured or any partner, director or member of the managerial staff or employees of the Insured shall die, notice of death shall be given by the legal representatives forthwith. All certificates information and evidences whether from a Medical Attendant or otherwise required by the Company shall be furnished at the expenses of the Insured or his legal representatives and shall be in such form and of such nature as the Company may prescribe. The injured person must immediately after the occurrence of an accident which may be the subject of a claim hereunder obtain medical treatment, failing which the Company will not be liable for any consequence thereof.
 - iii) The Insured shall upon the occurrence of any event giving rise to or likely to give rise to a claim under the Policy give immediate notice thereof to the Company and shall forward to the Company forthwith every written notice or information of any verbal notice of claim and shall send to the Company any writ, summons or other legal process issued or commenced against the Insured and shall give all necessary information assistance to enable the Company to settle or resist any claim or to institute proceedings. The Insured shall not incur any expense in making good any claim without the written consent of the Company and shall not negotiate, pay, settle, admit or repudiate any claim without such consent.
6. **CONTRIBUTION:** In the event of any loss, damage liability or expenses covered by this Policy there shall be any other Insurance covering the same loss, damage liability or expenses whether effected by the Insured or not this Policy shall pay only so much of the excess of such loss, damage liability or expenses as is not recoverable under such other insurance, subject always to the limitation of this Policy.
7. **FRAUD:** If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices are used by the Insured or any one acting on the Insured's behalf to obtain any benefit under this Policy all benefits under the Policy shall be forfeited.
8. **INDEMNITY:** The Company may at its option reinstate, replace or repair the property or premises lost or damaged, or any part thereof instead of paying the amount of the loss or damage may join with any other insurer in so doing but the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of occurrence of such loss or damage or more than the Sum Insured by the Company thereon. 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 thereon.
9. **AVERAGE:** (Applicable to Section No. I (a) and (b)) If the property hereby insured shall at the time of any loss or damage, be collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being his own insurer for the difference, and shall bear a rateable proportion of the loss or damage accordingly. Every item, if more than one, of the Policy shall be separately subject to this condition.
10. **OBSERVANCE OF TERMS AND CONDITIONS:** The due observance and fulfillment of the terms, conditions and endorsement of this Policy in so far as they relate to anything to be done or complied with by the Insured, shall be a condition precedent to any liability of the Company to make any payment under this Policy.



**SECTION I - (a) BUILDING / CONTENTS (Excluding Money and Valuables)
(b) LOOM, YARN, SEMI-FINISHED FABRICS STORED IN THE
PREMISES**

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

- a) Fire, Lightning, Explosion of gas in domestic appliances.
- b) Bursting and overflowing of water tanks, apparatus or pipes
- c) Aircraft or articles dropped therefrom,
- d) Riot, Strike or Malicious Act or by Terrorist's activities
- e) Flood, Inundation, Storm, Tempest, Typhoon, Hurricane, Tornado or cyclone.
- f) Impact damage by any rail / road vehicles or animal by direct contact.

SPECIAL EXCEPTIONS

The Company shall not be liable in respect of

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

SPECIAL CONDITION OF AVERAGE

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

**SECTION II - BURGLARY & HOUSE-BREAKING
FOR CONTENTS VIZ. LOOM, YARN, SEMI-FINISHED FABRICKS
(Excluding Money, Valuables and other Contents)**

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

DEFINITION: The term Burglary and/or Housebreaking shall mean that involving entry into or exit from the Insured premises by forcible and violent means or following assault or violence or threat thereof to the Insured or any member of the Insured's family or any person residing lawfully in the insured premises.

SPECIAL EXCEPTIONS:

The Company shall not be liable in respect of



- (i) Loss or damage by Burglary and / or Housebreaking (including larceny or theft) where any employee of the Insured or any member of the Insured's family is concerned as principal or accessory.
- (ii) Loss of or damage to livestock, pedal cycle, motor vehicles.
- (iii) Loss of or damage to money, securities for money, stamps, bullion deeds, bonds, bills of exchange, promissory notes, stock and share certificates, business books, manuscripts, documents of any kind, unset precious stones and jewelry and valuables unless specifically declared.

SECTION III – PERSONAL ACCIDENT

If the Insured Person described in the Schedule aged between 12 and 70 years shall sustain bodily injury solely and directly caused by accidental violent external and visible means resulting in death or permanent total disablement as stated hereafter, the Company shall pay to the Insured or his Assignee/his legal personal representative the Sum or Sums hereinafter set forth, that is to say:

1. If such injury shall within Twelve (12) calendar months of its occurrence be the sole and direct cause of the death of the Insured Person, the Capital Sum Insured stated in the Schedule hereto applicable to such Insured Person.
2. If such injury shall within Twelve (12) calendar months of its occurrence be the sole and / or direct cause of the total and irrecoverable loss of:
 - i) Sight of both eyes or of the actual loss by physical separation of the two entire hands or two entire feet or one entire hand and one entire foot or of such loss of sight of one eye and such loss of one entire hand or one entire foot the Capital Sum Insured stated in the Schedule hereto applicable to such Insured Person.
 - ii) Use of two hands or two feet or of one hand and one foot or of such loss of sight of one eye and such loss of use of one hand or one foot the Capital Sum Insured stated in the Schedule hereto applicable to such Insured Person
3. If such injury shall as a direct consequence thereof immediately, permanently, totally and absolutely, disable the Insured Person from engaging in any employment or occupation of any description whatsoever then a lump sum equal to hundred percent (100%) of the Capital Sum Insured stated in the Schedule hereto applicable to such Insured Person.
4. In the event of Death of the Insured Person due to accident as defined in the Policy out side his/her residence the Company shall reimburse expenses incurred for transportation of Insured Person dead body to the place of residence subject to a maximum of 2% of CSI or Rs. 1,000/ whichever is less.

EXCEPTION

Provided always that:-

The Company shall not be liable under this Policy for:

- a) Compensation under more than one of the foregoing benefits in respect of the same period of disablement except under (4).



- b) Any other payment after a claim under one of the Benefits (1), (2), or (3) has been admitted and become payable.
- c) Any payment in case of more than one claim under this Policy during any one period of insurance by which the maximum liability of the Company in that period would exceed the Sum payable under Benefits (1) of the Policy.
- d) Payment of compensation in respect of Death, Injury or Disablement of the Insured Person (a) from intentional self-injury, suicide or attempted suicide (b) whilst under the influence of intoxicating liquor or drugs (c) whilst engaging in aviation or whilst mounting into dismounting from or travelling in any aircraft other than as a passenger (fare-paying or otherwise) in any duly Licensed Standard type of aircraft anywhere in the world (d) directly or indirectly caused by venereal disease or insanity, (e) arising or resulting from the Insured Person committing any breach of the law with criminal intent.
- e) Payment of compensation in respect of Death, Injury or Disablement of the Insured due to or arising out of or directly or indirectly connected with or traceable to civil War Invasion, Act of foreign enemy, Hostilities (whether war be declared or not) viz. War, Rebellion, Revolution, Insurrection, Mutiny, Military or Usurped Power, Seizure, Capture Arrests, Restraints and Detainment of all Kings, princes and people of whatsoever nation, condition or quality
- f) Payment of compensation in respect of Death of, or bodily injury or any disease or illness to the Insured Person:
 - i) directly or indirectly caused by or contributed to by or arising from ionising radiation or contamination by radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception combustion shall include any self sustaining process of nuclear fission.
 - ii) Directly or indirectly caused by or contributed to by or arising from nuclear weapon materials.
- g) Death or disablement resulting directly or indirectly caused by contributed to or aggravated or prolonged by childbirth or pregnancy or in consequence thereof.

CUMULATIVE BONUS

Compensation payable under clause (1) (2) and (3) of the Policy viz. death loss of limb(s) sight and Permanent Total Disablement arising out of accident at injuries shall be increased by 5% thereof in respect of each completed year during which, the policy shall have been in force, prior to the occurrence of on accident for which the Capital Sum Insured becomes payable but the amount of such increase shall not exceed 50% of the capital sum insured stated in the Schedule herein.

The clause shall not in any way alter the annual character of the insurance nor the right of the Company to decline to renew or to cancel this Policy as hereinafter provided. The earned cumulative Bonus will not be lost if the Policy is renewed within 30 days after its expiry.

SECTION IV – FIDELITY GUARANTEE



Direct pecuniary loss caused by act of fraud or dishonesty committed in respect of misappropriation of stock entrusted for job work by the Weavers' Society, the Company will indemnify the Insured in respect of such loss provided that

- a) The loss shall be discovered within six months after death, or discontinuance of his assignment as a sub contractor or within six months after this Policy shall have ceased to exist whichever of this event shall happen first and
- b) The liability of the Company in respect of the weaver in respect of all losses in anyone period of insurance is limited to the Sum set opposite in the Schedule.

SPECIAL CONDITIONS

1. In the event of loss or damage the Society shall at once give notice to the police and take all practicable steps for discovering and punishing the guilty persons and for tracing and recovering the property lost and shall be bound to satisfy the Company that the loss claimed for has actually arisen from one of the causes insured against.
2. The Company shall not be called upon to pay more than one claim in respect of the acts or defaults of the weaver since the date of commencement of risk mentioned in the Schedule hereto; and it is hereby declared that the Company shall not be liable for any act or default of such weaver done or omitted to be done after the discovery by the Society, of any act of forgery, embezzlement, larceny or fraudulent conversion on the part of such weavers. All Sums payable hereunder shall be payable at the Company's Office and the Sum payable under this Policy shall carry no interest and the Company shall cease to be liable for any such sums unless claimed within one year after the same become due.
3. The Society shall if and when required by the Company but at the expenses of the Company if a conviction be obtained use all diligence in prosecuting the weaver to conviction for any act committed and in consequence of which a claim shall have been made under this Policy and shall at the Company's expense give all information and assistance to enable the Company to sue and obtain reimbursement from the weaver by reason of whose acts of defaults a claim has been made or by the estate of the weaver of any moneys which the Company shall have become liable to pay in respect thereof.
4. Provided also that an amount equal to remuneration which but for the acts of defaults on which the claim shall be founded would have become payable by the Society to the weaver in respect of which a claim is made hereunder or any other money which shall be due to such weaver from the Society shall be deducted from the amount payable under this Policy and that all moneys estate and effects of such weaver in the hands of or received or possessed by the Society and all sums which may be or may prior to the settlement of the claim become due from the Society to the weaver and also all moneys or effects which shall come into the possession or power of the Society for or on account of the weaver after discovery of any act on the part of weaver, shall belong to the Company and be adjusted in the amount payable to the Insured.