



## THE NEW INDIA ASSURANCE COMPANY LIMITED

Registered & Head Office- 87, M.G. Road, Fort, Mumbai-400001.

### **MULTI PERILS INSURANCE POLICY FOR LIQUIFIED PETROLIUM GAS DEALERS**

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WHEREAS the INSURED named in the schedule hereto has made to THE NEW INDIA ASSURANCE COMPANY LIMITED (hereinafter called the 'COMPANY') a proposal and declaration which shall be the basis of this contract and be deemed to be incorporated herein for the Insurance hereinafter contained and has paid or agreed to pay the premium stated herein.

THE COMPANY HEREBY AGREES subject to the terms and conditions contained herein or endorsed or otherwise expressed hereon that if the Insured shall sustain LOSS or DAMAGE to property or INCUR LIABILITY or the Insured or the partners, directors, or managerial staff or employee of the Insured permanently working with the Insured land members of the customers family on their premises shall sustain BODILY INJURY as described herein at any time during the period of Insurance stated herein or any subsequent period in respect of which the Insured shall have paid or agreed to pay and the company shall have accepted or agreed to accept the premium required for the renewal thereof, the company will pay to the Insured the value, at the time of happening of such loss, of the property so lost or the amount of such damage, or the amount of liability incurred or the benefits specified herein as the case may be, but not exceeding in any one period of Insurance in respect of each of the several items specified herein, the sum set opposite thereto respectively.

#### **GENERAL CONDITIONS**

1. **NOTICE** : Every notice and communication to the Company required by this policy shall be in writing to the office of the Company through which this Insurance is effected.
2. **MISDESCRIPTION** : This policy shall be void and all premium paid hereon shall be forfeited to the Company, in the event of misrepresentation misdescription, or non-disclosure of any material information.
3. **REASONABLE CARE**: The Insured shall take all reasonable steps to safeguard the property insured against any loss or damage. The Insured shall exercise reasonable care that only competent employees are employed and shall take all reasonable precautions to prevent all accidents and shall comply with all statutory or other regulations.

4. **CANCELATION** : The Policy can be cancelled at any time at the request of the Insured in writing to the Company, in which case the company will retain the customary short term premium for the time policy has been in force. However, no refund will be allowed if there be any claim under this policy. The insurance may also at any time be terminated at the option of the company on the notice to that effect being given to the insured at his last known address registered in the company's book in which case, the company will be liable to repay on demand a rateable portion of the premium for the unexpired term from the date of cancellation. Such notice shall be deemed to have been received by the Insured at the time when the same would be delivered in the ordinary course of post.

5. **CLAIMS PROCEDURE:**

i) The Insured shall upon the occurrence of any event giving rise or likely to give rise to a claim under the Policy :

(a) in the event of theft, lodge forthwith a complaint with the Police and take all practicable steps to apprehend the guilty person or persons and to recover the property lost.

(b) give immediate notice thereof to the Company and shall within Fourteen (14) days thereafter furnish to the Company at his own expense, detailed particulars of the amount of the loss or damage together with such explanations and evidence to substantiate the claim as the Company may reasonably require.

ii) The Insured shall upon the occurrence of any event giving rise or likely to give rise to a claim under the Policy give immediate notice thereof to the Company and shall forward to the company forthwith every written notice or information of 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 and assistance to enable the Company to settle or resist any claim or to institute proceedings. The Insured shall not incur any expenses 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 covered by this policy there shall be any other Insurance covering the same loss, damage 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 limitations of this policy.

7. **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 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 loss or damage or may join with any other Insurer in so doing but the company shall not be bound to reinstate exactly or completely but only as circumstances permit and in 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.

**9. ARBITRATION AND DISCLAIMER** : If any dispute or difference shall arise as to the quantum to be paid under the Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as hereinbefore provided if the Company has disputed or not accepted liability under or in respect of this Policy.

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

It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not, within twelve 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.

**10. OBSERVATION OF TERMS AND CONDITIONS**: The due observance and fulfillment to the terms, conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured shall be a condition precedent to any liability of the Company to make any payment under this policy.

### **GENERAL EXCEPTIONS**

The Company shall not be liable in respect of

1. Loss, damage, liability or expense, whether directly or indirectly occasioned by happening through or arising from any consequences of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion revolution, insurrection military or usurped power or civil commotion or loot or pillage in connection therewith.
2. Loss or damage caused by depreciation or wear and tear.
3. Consequential loss of any kind or description.
4. a) Loss or damage directly or indirectly caused by or arising from or in consequence

of or contributed to by nuclear weapons material.

- b) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by ionizing radiations or contamination by radio activity from any nuclear waste from the combustion of nuclear fuel. For the purpose of this condition 4(b) only combustion shall include any self-sustaining process of nuclear fission.
5. Loss or damage caused by Terrorism and Sabotage activities , unless covered specifically .

**SECTION – I**  
**FIRE AND ALLIED PERILS**  
**( FOR BUILDING/CONTENTS)**

The Company will indemnify the Insured in respect of loss of or damage to the Building/Contents, whilst contained in the Insured premises by

- i) Fire
- ii) Riot, Strike or Malicious Damage
- iii) Aircraft or articles dropped therefrom
- iv) Impact damage ( by and rail/road vehicles or animals)
- v) Earthquake, Fire and/or Shock damage
- vi) Flood and Storm Damage

**SPECIAL EXCEPTIONS**

The company shall not be liable in respect of

- (i) Loss 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 the 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. 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 conditions shall be of no purpose and effect.

**COMPULSORY DEDUCTABLE (EXCESS)**

- a) The first 5% of each & every claim subject to a minimum of Rs. 10,000/- & maximum of Rs. 25,000/- in respect of each & every loss arising out of "Act of God Perils" such as lightning STFI, Earthquake, Subsidence & Landslide & Rockslide covered where the policy.
- b) The first Rs. 10,000/- for each & every loss arising out of other perils in respect of which insured is indemnified by this policy.

## **SECTION – II**

### **BURGLARY AND HOUSEBREAKING - STOCK IN TRADE INCLUDING CYLINDERS ONLY**

The company will indemnify the Insured in respect of loss or damage to the contents whilst contained in the Insured premises including attached godown by burglary, housebreaking accompanied by the actual forcible and violent breaking into or out of the premises or any attempt threat provided Company's liability is limited to the amount state in the schedule.

### **SPECIAL EXCEPTIONS**

The company shall not be liable in respect of

- (i) Loss or damage where any employee of the Insured or member of the Insured's family is concerned as Principal or occasionary.
- (ii) Loss of or damage to livestock, motor vehicles and pedal cycles.
- (i) 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 any jewellery and valuables.

### **CONDITION OF PARTIAL AVERAGE**

The policy is issued on the first loss basis of 25% of insured's total value of stocks (100%) as stated in the schedule attached to and forming part of policy.

If the property hereby insured at the time or any loss or damage be collectively greater than the total value declared for the purpose of this insurance and incorporated in the schedule, then the insured shall be considered as his own insurer for the difference and shall bear a rateable share of the loss accordingly. Every item is more than one of the policy shall be separately subject to this condition.

## **SECTION - III**

### **GAS CYLINDERS IN TRANSIT.**

The company will indemnify the insured in respect of loss of or damage to gas cylinders whether filled or empty by accident or robbery or hold-up or theft whilst the gas cylinders are in the hands of the insured and/or insured's employees whilst in transit between the insured's premises and the customer's premises.

Provided that the liability of the Company in respect of loss or damage is limited to Maximum Rs.15,000/- per claim and Maximum Rs.30,000/- during the policy period, provided further that the insured shall bear the first Rs.50/- of each and every claim. However, Company's liability is limited to the amounts shown in the schedule.

**SECTION - IV**  
**CASH IN TRANSIT / SAFE / COUNTER**

The Company will indemnify the insured in respect of

- a. Loss by accident or misfortune whilst the Insured's money is in the hands of the Insured or the Insured's employees and is in transit between any two places within a radius of 25 km. from the Insured's premises as stated in the Schedule.
- b. Loss of or damage to money and/or valuables by Burglary and Housebreaking, whilst contained in safe, burglary resisting or otherwise steel cupboards/ fixed cash box and/or such other places under lock and key.
- c. Loss of money lying in the cashier's till and/or counter in the Insured's premises, during business hours consequent on or following assault and/or violence against the Insured or any employee of the Insured or any threat thereof, burglary and/or Housebreaking provided always that such money are in the custody of a responsible employee entrusted with the work of handling cash.

Provided always that :

1. Company's liability is limited in respect of any one loss to the sum or sums stated in the schedule hereto.
2. In no event the company shall be liable for any loss which is not discovered within a period of 2 days from its occurrence and not notified forthwith to the company in writing.
3. A complete account of cash received and sent through authorized employees for deposits in bank etc. is kept.

**CONDITIONS**

1. A complete account of cash in the safe/cash box shall be kept secured in some place other than the said safe/cash box and the liability of the Company shall be limited to the amount actually shown by such record to be in the safe/cash box at the time of loss.
2. It is further declared and agreed that this policy does not extend to cover the loss of money abstracted from the safe/cash box following the use of the key to the said safe/cash box or any duplicate thereof belonging to the Insured, unless such key has been obtained by threats or violence.

**SPECIAL EXCEPTIONS**

The company shall not be liable in respect of :

- (a) Loss of money where any employee or the insured or member of the Insured's family is concerned as principal or accessory or arising out of or attributable to act of fraud or dishonesty committed by one or more of the employees carrying the money.
- (b) Shortage due to error or omission.

**SECTION - V**  
**FIDELITY GURANTEE**

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

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

**SPECIAL CONDITIONS**

1. In the event of loss or damage the Insured shall at once give notice to the policy 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 any one of the employees and then only in respect of acts and defaults committed since the date of commencement of risk mentioned in the Schedule hereto for such employees, Provided always and it is hereby declared that the company shall not be liable for act or default of such employees done or omitted to be done after the discovery by the insured of any act of forgery, embezzlement, larceny or fraudulent conversion on the part of such employees. All sums payable hereunder shall be payable at the Company's Office and no sum payable under this policy shall carry interest and the Company shall cease to be liable for any such sums unless claimed within one year after the sums become due.
3. The insured shall if and when required by the Company but at the expense of the Company if a conviction be obtained use all diligence in prosecuting any of the employed to conviction for any act which such employed shall have committed and in consequence of which a claim shall have been made under this policy and shall at the company's expense give all information and assistance to enable the company to sue for and obtain reimbursement by any such Employed by reason of whose acts of defaults a claim has been made or by the estate of such employed of any moneys which the Company shall have become liable to pay in respect thereof.
4. Provided also that an amount equal to any salary or commission which but for the acts or defaults on which the claim shall be founded would have become payable by the Insured to the Employed in respect of which a claim is made hereunder or any other money which shall be due to such employed from the Insured shall be deducted from the amount payable under this policy and that all moneys estate and

effects of such Employed in the hands of or received or possessed by the insured and all sums which may be or may prior to the settlement of the claim become due from the insured to the Employed and also all moneys or effect which shall come into the possession or power of the insured for or on account of such employed after discovery of any act on the part of such employed, in respect of which any claim shall be made on this policy shall be applied by the Insured in and towards making good the amount of his claim under this policy in Priority to any other claim to the Insured upon such moneys estates or effects.

## **SECTION - VI**

### **(PEDAL CYCLES (INCLUDING TRICYCLE WHEN COVERED))**

- A. The Company will indemnify the Insured in respect of loss of or damage to the Pedal Cycles belonging to the Insured by :
- a) Fire, Lightning or External Explosion,
  - b) Riot, Strike or Malicious Act.
  - c) Earthquake, Fire and/or shock
  - d) Flood, Inundation, Storm, Tempest, Typhoon, Hurricane, Tornado or Cyclone
  - e) Burglary and/or Housebreaking or Theft
  - f) Accidental External Means
- Provided that the liability of the Company in respect of loss or damage to any one Vehicle in any one period of Insurance will not exceed the sum insured set against such Vehicle in the Schedule.
- B. The Company will indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as compensation and litigation expenses incurred by the Insured with the Company's written consent for accidental death of or bodily injury to any person other than a member of the Insured's family or a person in the Insured's service or being conveyed on such pedal cycles and/or accidental damage to property not belonging to or in the custody or control of the Insured or any member of the Insured's family or not being conveyed on such Pedal Cycle in the event of accident caused by / or happening through or in connection with Pedal Cycle insured hereunder, provided that the liability of the Company in respect of such compensation and litigation expenses in any one period of Insurance is limited to Rs.10,000/- (Rupees Ten Thousand Only ).

### **SPECIAL EXCEPTIONS**

The Company shall not be liable in respect of :

- (i) any accident, loss, damage or liability caused by or through or in a connection with Pedal Cycle whilst it is being used or hire or reward or outside India.
- (ii) damage caused by overloading, strain or mechanical breakdown.
- (iii) loss of or damage to accessories by theft unless the Pedal Cycle is stolen at the same time.
- (iv) loss, damage or liability occurring whilst being used for racing or pacemaking.
- (v) the first Rs.25/- of each and every loss arising under Sub-section (A) hereof through



accidental external means. If however the loss or damage exceeds Rs.25/- the Company is liable to pay full for such loss or damage.

### **SPECIAL CONDITIONS**

The Pedal Cycles should be securely locked when left unattended.

## **SECTION - VII** **PUBLIC LIABILITY**

The Company will indemnify the Insured in respect of all sums which the Insured is legally liable to pay as compensation and litigation expenses incurred by the Insured at the Company's written consent in respect of accidental death or bodily injury to any person other than a person under the Insured's service and Insured's family members and/of accidental damage to property caused by or arising from the installation of gas filled liquefied petroleum gas cylinder in the premises of the Insured's customers or whilst such cylinders from the Insured's premises are in the course of being carried for installation in the premises of the Insured's customers or whilst such empty cylinders are in the course of being carried from the premises of the Insured's customers to the Insured's premises, not exceeding in all for the compensation and litigation expenses the limit of Any One Accident as specified in the schedule for any one accident or a series of accidents arising from any one event and Any One Year Limit (as stated in the schedule) for all accidents during any one period of insurance and also whilst lying at the Insured's premises specified in the schedule.

### **SPECIAL EXCEPTIONS**

The company shall not be liable in respect of

- a) any compensation for death of or bodily injury to any member of the Insured's family or for damage to property belonging to or in the custody or the control of the Insured's or any member of the Insured's family.
- b) liability assumed by the Insured by agreement unless such liability would have attached to the Insured notwithstanding such agreement. The agreement entered into by the Insured with the Oil Company relating to the supply of liquefied petroleum gas cylinders shall not be deemed to be an agreement within the meaning of this exception.
- c) accidents directly or indirectly caused by or traceable to or arising out of the ownership, possession or the custody by or on behalf of the Insured of animals, vehicles, aircrafts, ship, bus or craft of any kind.
- d) claim for damage to property being part of any liquefied petroleum gas equipment or appliance on which the Insured or any servant or member of family or agency of the Insured is or has been working and caused directly by such work.

### **SPECIAL CONDITIONS**

- 1 It is hereby warranted that all legal requirements relating to storing and transporting of cylinders of liquefied petroleum gas and all rules laid down in the specifications of the Chief Inspector of Explosives, Government of India are complied with.
- 2 It is hereby warranted that the liquefied petroleum gas cylinders supplied to the Insured's customers are in sound and merchantable condition and are properly sealed and the valves are free from all defects and vice.

- 3 The Insured shall observe and fulfil and be subject to the terms and conditions and limits of the policy in so far as they apply to them.
- 4 As regards the public liability cover in the event of the death of the Insured the Company will in respect of the liability incurred by the insured indemnify the insured's personal representatives in terms of and subject to the limitations of the policy under this section provided that such personal representatives shall be though they were the Insured, observe fulfil and be subject to the terms, exceptions and conditions of the policy so far as they can apply.

### **SECTION – VIII** **WORKMEN'S COMPENSATION INSURANCE**

The Company will indemnify the insured in respect of all sums which the Insured is legally liable to pay as compensation to his workmen under the Fatal Accident Act 1855, Workmen's Compensation Act 1923 or any amendment thereto or at Common Law in respect of death or bodily injury to such workmen arising out of and in the course of employment.

### **SECTION – IX** **PERSONAL ACCIDENT**

If the Insured or any named partner director or member of managerial staff or employees of the Insurer's permanently working with the Insured shall sustain bodily injury solely and directly caused by accident violent external and visible means resulting in death or disablement as stated hereinafter the Company shall pay to the Insured or his Assignee/his legal personal representative the sum or sums hereinafter set forth, that is to say:

- (a) If such injury shall within Twelve calendar months of its occurrence be the sole and direct cause of the death of the Insured, the Capital Sum Insured stated in the Schedule hereto.
- (b) If such injury shall within Twelve calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of
  - i) Sight of both eyes, or of the actual loss by physical separation of two entire hands or two entire feet, or of one entire hand and one entire foot, or of such loss of sight of one eye and such loss of one entire hand or one entire foot, the Capital Sum Insured stated in the Schedule hereto
  - ii) Use of two hands or two feet, or of one hand or one foot, or of such loss of sight of one eye and such loss of use of one hand or one foot, the Capital Sum Insured stated in the Schedule hereto.
- c) If such injury shall within twelve calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of
  - i) the sight of one eye, or of the actual loss by physical separation of one entire hand or of one entire foot, fifty percent (50%) of the Capital Sum Insured stated in the Schedule hereto

ii) total and irrecoverable loss of use of a hand or a foot without physical separation, fifty percent (50%) of the Capital Sum Insured stated in the Schedule hereto.

**Note** For the purpose of Clause (b) and Clause (c) above, physical separation of a hand means separation at or above the wrist and of the foot at or above the ankle.

d) If such injury shall, as a direct consequence thereof, immediately permanently totally and absolutely, disable the Insured person from engaging in any employment or occupation of any description whatsoever, then a lump sum equal to hundred percent (100%) of the Capital Sum Insured.

e) In such injury shall within twelve calendar months of its occurrence be the sole and direct cause of the total and/or partial and irrecoverable loss of use or of the actual loss by physical separation of the following, then the percentage of the Capital Sum Insured as indicated below shall be payable :

Percentage of Capital Sum Insured

i) Loss of toes	-	all	20
Great	-	both phalanges	5
Great	-	one phalanx	2
Other than great, if more than one toe lost each			1
ii) Loss of hearing	-	both ears	75
iii) Loss of hearing	-	one ear	30
iv) Loss of four fingers & thumb of one hand			40
v) Loss of four fingers			35
vi) Loss of thumb	-	both phalanges	25
	-	one phalanx	10
vii) Loss of thumb	-	three phalanges or two phalanges or one phalanx	10
viii) Loss of middle finger-		three phalanges or two phalanges or one phalanx	6
ix) Loss of ring finger	-	three phalanges or two phalanges or one phalanx	5
x) Loss of little finger	-	three phalanges or two phalanges or one phalanx	4
xi) Loss of metacarpals	-	first or second (additional) or third, fourth or fifth (additional)	3
xii) Any other permanent partial disablement Company			% as assessed by the Panel doctor of the

f) If such injury shall be sole and direct cause of temporary total disablement, then so long as the Insured person shall be totally disabled from engaging in any employment or occupation of any description

whatsoever, a sum at the rate of one percent (1%) of the Capital Sum Insured stated in the Schedule hereto per week, but in any case not exceeding Rs. 3,000/- per week in all, under all policies.

Provided that the compensation payable under the foregoing Sub-Clause (f) shall not be payable for more than 100 weeks in respect of any one injury calculated from the date of commencement of disablement and in no case shall exceed the Capital Sum Insured.

For the purpose of benefits applicable, Table D will cover of above Benefit (a) only, Table C will cover of above Benefit (a) to (d), Table B will cover of above Benefit (a) to (e) and Table A will cover of above Benefit (a) to (f). The applicable benefits with CSI for the same as more specifically described in the shedule will be considered for any liability under the Policy.

### **Special Free Benefit**

**CARRIAGE OF DEAD BODY :** It is hereby agreed that in the event of the death of the Insured person due to accident as defined in the Policy outside his/her residence, the Company shall pay in addition to the amounts payable under Sub-Clause (a) for transportation of Insured person's Dead Body to the place of residence a lump sum of 2% of Capital Sum Insured or Rs. 2,500/- whichever is less.

### **EXCEPTIONS**

#### **PROVIDED ALWAYS THAT :**

The Company shall not be liable under this Policy for :

1. Compensation under more than one of the foregoing Sub-Clauses in respect of the same period of disablement.
2. Any other payment after a claim under one of the Sub-Clauses (a), (b), or (d) has been admitted and become payable. This would not apply to payments made under medical expenses extension, education grant and expenses for carriage of dead body.
3. Any payment in case of more than one claim under the Policy during any one period of insurance by which the maximum liability of the Company in that period would exceed the sum payable under sub-clause (a) of this Policy. This would not apply to payments made under medical expenses extension, education grant and expenses for carriage of dead body.
4. Payment of weekly compensation until the total amount shall have been ascertained and agreed.
5. Payment of compensation in respect of Death, injury or Disablement of the Insured (a) from intentional self-injury, suicide or attempted suicide, (b) whilst under the influence of intoxicating liquor or drugs (c) whilst engaging in Aviation or Ballooning whilst mounting into, dismounting from or travelling in any balloon or aircraft other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world, (d) directly or indirectly caused by venereal diseases, aids or insanity, (e) arising or resulting from the Insured committing any breach of law with criminal intent.

Standard type of Aircraft means any aircraft duly licensed to carry passengers (for hire or otherwise) by appropriate authority irrespective of whether such an aircraft is privately owned OR chartered OR operated by a regular airline OR whether such an aircraft has a single engine or multi engine.

6. Payment of compensation in respect of Death, Injury or Disablement of the Insured due to or arising out of or directly or indirectly connected with or traceable to : war, Invasion, Act of foreign enemy, Hostilities (whether war be declared or not), Civil War, Rebellion, Revolution, Insurrection, Mutiny, Military or Usurped Power Seizure, Capture, Arrests, Restraints and Detainment of all kings, princes and people of whatsoever nation condition or quality.
7. Payment of Compensation in respect of death of, or bodily injury or any disease or illness to the Insured
  - (a) directly or indirectly caused by or contributed to by or arising from Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception, combustion shall include any self-sustaining process of nuclear fission.
  - (b) directly or indirectly caused by or contributed to by or arising from nuclear weapon material.

Provided also that the due observance and fulfillment of the terms and conditions of this Policy (which conditions and all endorsements hereon are to be read as part of this Policy) shall so far as they relate to any thing to be done or not to be done by the Insured be a condition precedent to any liability of the Company under this Policy.
8. **Pregnancy Exclusion Clause** : The Insurance under this Policy shall not extend to cover death or disablement resulting directly or indirectly caused by contributed to or aggravated or prolonged by child birth or from pregnancy or in consequence thereof.

### **SPECIAL CONDITIONS**

Proof satisfactory to the Company shall be furnished of all matters upon which a claim is based. Any medical or other Agent of the company Seems of any alleged injury or disablement when and so often as the same may reasonably be required on behalf of the Company and in the event of death, to make a post mortem examination of the body of the Insured. Such evidence as the Company may from time to time require shall be furnished and at post mortem report if necessary, be furnished within the space of fourteen days after demand in writing and in the event of a claim in respect of loss of sight the Insured shall undergo at the Insured's expenses such operation or treatment as the Company may reasonably deem desirable. Provided that in the case of claim by death or permanent Total Disablement, all sums payable hereunder shall be payable only on the delivery of this policy for endorsement and discharge and in the case of Temporary Total Disablement only upon termination of such disablement.

In case of Permanent Partial Disablement, all sums payable hereunder shall be payable on the delivery of this policy for reduction of the Capital Sum Insured by the amount admissible under the claim.

### **SECTION - X**

#### **P.A. BENEFIT TO ANY CUSTOMER OR ANY MEMBER OF HIS FAMILY OR ANY OTHER PERSON IN THE PREMISES WHERE CYLINDER IS INSTALLED.**

If any customer or any member of his family or any other person in the premises of the customer shall sustain bodily injury solely and directly caused by accidental violent external

and visible means resulting in death or disablement as stated hereinafter due to installation of Cylinder. The company shall pay to the customer/member of the family/other person in the premises of the customer the sum or sums set forth therein. The Death and Total Disablement benefits which are provided herein are similar to the benefits as described in Section IX of this policy under items (a) to (e).

P.S. This benefit will not accrue to the Insured and his employees.

### **SECTION - XI** **ACCIDENTAL BREAKAGE TO PLATE GLASS**

The company will indemnify the Insured in respect of loss of or damage to fixed plate glass in the Insured premises by accidental breakage, provided that the liability of the Company in respect of any one loss or all losses in any one period of insurance is limited to the sum set against in the Schedule.

#### **SPECIAL EXCEPTIONS**

The company shall not be liable in respect of :

- (i) breakage or damage during removal, alterations and/or repairs on or about the Insured premises.
- (ii) Breakage of lettering unaccompanied by breakage or damage of glass.
- (iii) breakage of or damage to frames or framework of any description, unless specifically declared.
- (iv) disfiguration or scratching or damage of glass other than fracture extending through the entire thickness of glass.
- (v) embossed, silvered, lettered, ornamental, curved or any glass whatsoever, other than glass which is plain and of ordinary glazing quality unless the same be specifically declared.
- (vi) breakage of glass not completely and securely fixed.
- (vii) loss or damage consequent upon interruption or delay of business or other loss damage or injury arising from breakage of glass or during replacement thereof.

### **SECTION - XII** **DAMAGE TO NEON SIGN / GLOW SIGN**

The company will indemnify the insured in respect of loss or damage to Neon Sign/Glow Sign, belonging to the insured by

- a) Accidental external Means
- b) Fire Lightning or External Explosion or theft
- c) Riot, strike or Malicious Act.
- d) Flood, Innundation, Storm Tempest Typhoon, Hurricane, Tornado or Cyclone

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

#### **SPECIAL EXCEPTIONS**

- i) The fusing or burning out of any Bulbs and/or Tubes arising from short-circuiting or arcing or any other mechanical or electrical breakdown or faults.
- ii) Depreciation and/or wear and tear due to any cause whatsoever.

- iii) any consequential loss.
- iv) The first Rs.50/- of each and every loss.

N.B. IN THE EVENT OF DISHONOUR OF PREMIUM CHEQUE THE POLICY  
AUTOMATICALLY STANDS CANCELLED AS FROM INCEPTION.