

## BUSINESS SHIELD POLICY

### PREAMBLE

Whereas the Insured named in the Schedule and carrying on the business as described in the Schedule of this policy has applied to ICICI LOMBARD General Insurance Company Limited (hereinafter called "The Company") by a written proposal and declaration which shall be the basis of this contract and be deemed to be incorporated herein the insurance hereinafter contained and has paid the premium for the sections stated in the Schedule. 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 of or DAMAGE to property or incur liability 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 Company to provide coverage to the Insured during the period of this policy or 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 as the case may be and in respect of which coverage is provided under this policy but not exceeding in any one period of insurance in respect of each of the several items/sections specified herein the sum set opposite thereof respectively.

### PART I - POLICY SCHEDULE

Name of the Insured	PRERANA EDUCATIONAL AND SOCIAL TRUST.	Policy No	1010/214820607/00/000
Mailing Address of the Insured	N H 206, SAGAR ROAD, SHIVAMOGGA INDIA KARNATAKA SHIMOGA PIN - 577204	Period of Insurance	From 29/01/2021 Start Time 00:00 To 28/01/2022 End Time 23:59
Business of the Insured	Schools / Colleges	Issued at	Mumbai
Premises to be Insured	PRERANA EDUCATIONAL AND SOCIAL TRUST, N H 206, SAGAR ROAD, SHIVAMOGGA, SHIMOGA, KARNATAKA PIN- 577204, KARNATAKA, SHIMOGA, 577204	Territorial scope/Jurisdiction	NA
Proposal Form date	29/01/2021	Premium (INR) (Including GST)	559,780
SP Code	NA	SP Name	NA
Loan Account No	NA	Bank Employee Name	NA

### Intermediary Details

Agency/Broker Code	Agency/Broker Name	Agency/Broker Mobile No	Agency/Broker Email-ID
201975561306	SOWMYA M R	6362886843	smartinvest9999@gmail.com

Principal

**COVERAGES:-**

Description	SUM INSURED
Building with Plinth & Foundation	850,950,867
Plant, Machinery & Accessories	62,137,148
Computer Printer & Accessories SI	64,033,651
Furniture, Fixtures & Fittings SI	72,704,020
Electrical Fittings & Installations	135,899,834
<b>Total Sum Insured</b>	<b>1,185,725,520</b>



**Section Wise Details: -**

Sl.no	Sections	Sum insured (INR) / Limit of Liability	Deductible / Excess (INR)
1	Standard Fire and Special Perils-Building (including plinth and Foundations)	850,950,867	As per conditions
	Standard Fire and Special Perils-Contents	334,774,653	
2	Burglary	334,774,653	As per conditions
3	Plate glass	2,000,000	As per conditions

**Clauses, Conditions, Exclusions, Warranties, Extensions & Add-Ons:**

**Standard Fire and Special Perils Coverage terms and conditions: -**

- **"EXCESS:**
- Policies having Sum Insured up to INR 10 cr per location- 5% of claim amount subject to a minimum of Rs 10,000/-
- Policies having Sum Insured above INR 10 cr per location up to INR 100 cr per location - 5% of claim amount subject to a minimum of INR 25,000
- Policies having Sum Insured above INR 100 cr and up to INR 1500 cr per location- 5% of claim amount subject to a minimum of INR 5 lakhs
- Policies having Sum Insured above INR 1500 Cr and up to INR 2500 cr per location -5% of claim amount subject to a minimum of INR 25 lakhs
- Policies having Sum Insured above INR 2500 Cr per location 5% of claim amount subject to a minimum of INR 50 lakhs

**Clauses:**

- Earthquake & STFI Extension
- Policy is subject to Reinstatement Value Clause
- Removal of Debris Clause (upto 1% of the claim amount)
- Architects, Surveyors and Consulting Engineers Fees (upto 3% of the claim amount)
- Designation of Property Clause
- Local Authorities Clause
- Goods Held in Trust are covered subject to declared as part of the Sum Insured
- 72 Hours Clause - AOG Perils alone
- Payment on Account Clause
- Expiration Clause

*[Signature]*  
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### Add-ons

- Architects, Surveyors and Consulting Engineers Fees (in excess of 3% claim amount) - Upto INR 50 Lacs in aggregate
- Escalation - Upto 5% of BMA SI Cover for Omission to Insure additions, alterations or extensions - Upto 5% of BMA SI Cover for Removal of Debris (in excess of 1% claim amount) Removal of Debris which includes charges towards External debris & Dewatering Charges. The Limit towards the removal of External Debris and Dewatering are limited to INR 25 Lacs, which is part of the Overall limit of INR 1 Cr in aggregate Cover for Fire Extinguishing Expenses - Upto INR 10 Lacs in aggregate
- Claims Preparation Cost - Upto INR 10 Lacs in aggregate Cover for Valuable Papers and Records - Upto INR 10 Lacs in aggregate
- Computers, Systems & Records - Upto INR 10 Lacs in aggregate
- Keys and Locks - Upto INR 10 Lacs in aggregate
- Capital Additions Clause - Upto 5% of BMA SI
- Cleaning up and other costs - Upto INR 10 Lacs in aggregate
- Expediting Expenses - Upto INR 10 Lacs in aggregate
- Leakage of Fire Fighting Equipment Clause - Upto INR 10 Lacs in aggregate
- Loss Minimization Expenses - Upto INR 10 Lacs in aggregate

### Conditions/Warranties:

- Subject to condition that Hand held appliances (FEA's) are installed in the premises and maintained under AMC throughout the currency of the policy
- Warranted that incurred claims ratio for the preceding 36 months including the expiring policy period is nil
- Warranted that Kutcha Construction & Basement are not covered under the policy
- Warranted that Contents in Basement are not covered under the policy
- Warranted that hand appliances are present at prominent areas in the premises

### Users Special condition

- Subject to Basement is excluded from scope of cover.
- Communicable Disease Exclusion- Notwithstanding any other provision of this Policy to the contrary, this Policy does not insure any loss, cost, damage or expense, arising out of, attributable to, or occurring concurrently or in any sequence with a communicable disease.
- As used herein, communicable disease means any infectious or contagious substance:
  - Including, not limited to, a virus, bacterium, parasite or other organism or any mutation thereof, whether deemed living or not, and
  - Regardless of the method of transmission, whether direct or indirect, including, but not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between humans, animals, or from any animal to any human or from any human to any animal, that can cause or threaten damage to human health or human welfare or causes or threatens damage, deterioration, loss of value, marketability or loss of use to tangible or intangible property insured hereunder.
- For avoidance of doubt, no coverage extension, additional coverage, global extension, exception to any exclusion or other coverage grant shall afford any coverage that would otherwise be excluded through this exclusion, including but not limited to any closure by public or civil authorities, or any denial of access to Insured Premises, or Customer and or Supplier premises (including service / utility providers) hereunder.
- For further avoidance of doubt, loss, cost, damage or expense, includes any cost to clean-up, detoxify, remove, monitor or test: (1) for a communicable disease or (2) any tangible or intangible property insured hereunder that is affected by such communicable disease.

*[Signature]*  
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**Burglary Coverage terms and conditions:-**

- Excess:5% subject to a minimum of Rs 5000/- for each and every claim
- Theft extension
- Goods held in trust are covered if the same is included in TSI
- Subject to condition that Premises are guarded by round the clock
- Subject to condition that any loss due to mysterious disappearance and unexplained losses are not covered
- Subject to Endorsement BP2 (RSMD Cover inclusion) attached herewith

**plate glass Coverage terms and conditions:-**

- Excess:5% subject to a minimum of Rs 5000/- for each and every claim.
- Warranted that loss or damage to Frames & Fitting is not Covered
- Warranted that Breakage caused directly or indirectly through Fire, Gas, Heat or any loss that can be covered under a Standard Fire Policy is excluded
- Warranted that glass fitted to doors/ windows is not covered
- Warranted that loss or damage resulting from Scratching / Scratches and Chipping is not covered
- Dimension of the glass to be provided at the time of Booking

GSTIN Reg. No	IL GSTIN Address	(Stamp Duty Disclaimer)
29AAACI7904G1ZJ	Second Floor, SVR Complex, Hosur, Main road, Bangalore, Karnataka 560068	The stamp duty of Rs. 0.50/- paid in cash or by demand draft or by pay order, vide Receipt/Challan NO.CSD18420202877 dated December 04,2020.

<p>For ICICI Lombard General Insurance Company Ltd.</p>  <p>Authorized Signatory</p>	<p><b>Important:</b> Insurance benefit shall become voidable at the option of the company, in the event of any untrue or incorrect statement, misrepresentation non-description of any material particular in the proposal form/ personal statement, declaration and connected documents, or any material information has been withheld by beneficiary or anyone acting on beneficiary's behalf to obtain insurance benefit. Refer to policy wordings for the terms and conditions. All disputes are subject to the jurisdiction of Mumbai High Court only. For claims, please call us at our toll free no. 1800 2666 or e-mail to us at <a href="mailto:customersupport@icicilombard.com">customersupport@icicilombard.com</a> or write to us at 401 &amp; 402, 4th Floor, Interface 11, New Linking Road, Malad (West), Mumbai - 400 064. Subject otherwise to terms and conditions of &lt; Business Shield&gt;. Policy shall stand cancelled ab initio in the event of non realization of the premium.</p>
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*[Signature]*  
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SHIVAMOGGA-577 204.





ICICI Lombard General Insurance Company Ltd.  
ICICI LOMBARD HOUSE , 414, Veer Savarkar Marg,  
Near Siddhi Vinayak Temple, Prabhadevi, Mumbai - 400 025.  
Attached & forming part of  
Policy no. 1010/214820607/00/000

The stamp duty of Rs. 0.50/- (Fifty Paise Only ) paid in cash or by demand draft or by pay order, vide Receipt/Challan  
No. CSD18420202877 dated 04<sup>th</sup> December 2020.

Signed for and on behalf of ICICI Lombard General Insurance Company Limited, at Mumbai on this date 29, 2021.



Authorised Signatory

GSTIN Reg No: 29AAACI7904G1ZJ

IC GSTIN Address: Second Floor, SVR Complex, Hosur, Main road, Bangalore, Karnataka 560068.

Description of services: General Insurance Business

HSN/SAC : 9971

Policy shall stand cancelled ab initio in the event of non-realization of the premium.

"Note- In case of renewal of the policy, policy benefit and terms & conditions of policy including premium may be subject to change."

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**Annexure – A**

Details of Property Insured

**Risk Location** – PRERANA EDUCATIONAL AND SOCIAL TRUST, N H 206, SAGAR ROAD, SHIVAMOGGA, KARNATAKA PIN- 577204, KARNATAKA, SHIVAMOGGA, 577204

Occupancy - Schools / Colleges

Description of Block – Schools / Colleges



**Annexure – B**

Attached to and forming Part of < **Business Shield Product** >

Insured Name	PRERANA EDUCATIONAL AND SOCIAL TRUST.	Policy No.	1010/214820607/00/000
Mailing Address	N H 206, SAGAR ROAD, SHIVAMOGGA INDIA KARNATAKA SHIVAMOGGA PIN - 577204		

**Part II – POLICY WORDINGS**

The Coverage under the policy has been divided under following sections. Section 1 Standard Fire and Special Peril is mandatory and at least one another section is required to be opted for this package policy.

Sl.no	Sections	Sum insured (INR) / Limit of Liability	Deductible / Excess (INR)
1	Standard Fire and Special Perils-Building (including plinth and Foundations)	850,950,867	As per conditions
2	Standard Fire and Special Perils-Contents	334,774,653	
3	Burglary	334,774,653	As per conditions
	Plate glass	2,000,000	As per conditions

**COMMUNICABLE DISEASE EXCLUSION [Endorsement] [Clause]:**

1. Notwithstanding any provision, clause or term of this [Reinsurance Contract] to the contrary, this [Reinsurance Contract] excludes any loss, cost, damage, liability, claim, fines, penalty or expense or any other amount of whatsoever nature, whether directly or indirectly and/or in whole or in part, related to, caused by, contributed to by, resulting from, as a result of, as a consequence of, attributable to, arising out of, arising under, in connection with, or in any way involving (this includes all other terms commonly used and/or understood to reflect or describe nexus and/or connection from one thing to another whether direct or indirect):

1.1 A Communicable Disease and/or the fear or threat (whether actual or perceived) of a Communicable Disease and/or the actual or alleged transmission of a Communicable Disease regardless of any other Cause or event contributing and/ or occurring concurrently or in any sequence thereto, and

1.2 A pandemic or epidemic, as declared by the World Health Organization or any governmental authority

2. As used herein, Communicable Disease means: any infectious, contagious or communicable substance or Agent and/or any infectious, contagious or communicable disease which can be caused and/or transmitted by

means of substance or agent where:

2.1 The disease includes, but is not limited to an illness, sickness, condition or an interruption or disorder of body Functions, systems or organs, and

2.2 The substance or agent includes, but is not limited to, a virus, bacterium, parasite, other organism or other Micro-organism (whether asymptomatic or not); including any variation or mutation thereof, whether Deemed living or not, and

2.3 The method of transmission, whether direct or indirect, includes but not limited to, airborne transmission, Bodily fluid transmission, transmission through contact with human fluids, waste or the like, transmission From or to any surface or object, solid, liquid or gas or between organisms including between humans, Animals, or from any animal to any human or from any human to any animal, and

2.4 The disease, substance or agent is such:

2.4.1 That causes or threatens damage or can cause or threaten damage to human health or human Welfare, or

2.4.2 That causes or threatens damage to or can cause or threaten damage to, deterioration to, Contamination of, loss of value of, loss of marketability of or loss of use or usefulness of, tangible Or intangible property.

For avoidance of doubt, Communicable Disease includes but is not limited to Corona virus Disease 2019 (Covid -19) and any variation or mutation thereof.

3. For further avoidance of doubt, any contingent or other business interruption loss, cost, damage, loss of Income, loss of use, increased cost of working and/or extra expense arising out of or attributable to:

3.1 Any partial or complete closure of and/or slowdown in, including but not limited to any closure by or under The advisories of public, military, government or civil authorities, or any denial of access to re insured Premises, or customer and or supplier premises (including service / utility providers), or

3.2 change in consumer behavior, or

3.3 An absence of infected employees or employees suspected of being infected shall not be covered by this [Reinsurance Contract].

4. For still further avoidance of doubt, loss, cost, damage, liability, claim, fines, penalty or expense or any other amount excluded hereby, includes but is not limited to any cost to identify, clean-up, detoxify, disinfect, Decontaminate, mitigate, remove, evacuate, repair, replace, monitor, sanitize or test: (1) for a Communicable Disease or (2) any tangible or intangible property covered by this [Reinsurance Contract] that is affected by Such Communicable Disease.

5. It is clarified that (1) no other prior, concurrent or subsequent provision, clause, term or exception of this [Reinsurance Contract] (Including (but not limited to) any prior, concurrent or subsequent endorsement and/or Any provision, clause, term, buy back or exception that operates, or is intended to operate, to extend the Coverage of, or protections provided by, this [Reinsurance Contract] by whatever name called like any Coverage extension, additional coverage, global extension, exception to any exclusion); (2) no change in the Law, clause or similar provision; (3) no follow the fortunes clause or similar provision; and/or (4) no change in The law or any regulation (to the extent permitted by applicable law), shall operate to provide any reinsurance Coverage or protection under this [Reinsurance Contract] that would otherwise be excluded through the Exclusion set forth in this [Endorsement][Clause].



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6. If the [re insurer] alleges that by reason of this [Endorsement] [Clause] any amount is not covered by the [Reinsurance Contract] the burden of proving the contrary shall rest in the [re insured].

## Section 1: Standard Fire & Special Perils- (Content / Building)

In consideration of the Insured named in the Schedule hereto having paid to the ICICI Lombard General Insurance Company Limited (hereinafter called the Company) the full premium mentioned in the said 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 insurance named in the said schedule or of any subsequent period in 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 damage or at its option reinstate or replace such property or any part thereof

### I Fire

Excluding destruction or damage caused to the property insured by  
(A)

1. Its own fermentation, natural heating or spontaneous combustion.
2. Its undergoing any heating or drying process.

(B) Burning of property Insured by order of any Public Authority.

### II Lightning

### III Explosion/ Implosion

Excluding loss, destruction of or damage

- a) To boilers (other than domestic boilers), economizers or other vessels, machinery or apparatus (in which steam is generated) or their contents resulting from their own explosion/implosion,
- b) Caused by centrifugal forces.

### IV Aircraft Damage

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

### V Riot, Strike and Malicious Damage

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

- a. total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind,
- b. permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority
- c. permanent or temporary dispossession of any building or plant or unit of machinery resulting from the unlawful occupation by any person of such building or plant or unit or machinery or prevention of access to the same.
- d. burglary, housebreaking, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any malicious act. If the Company alleges that the loss/damage is not caused by any malicious act, the burden of proving the contrary shall be upon the insured

### VI Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Hailstorm, Flood and Inundation

Loss destruction or damage directly caused by Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Hailstorm, Flood or Inundation excluding those resulting from earthquake, Volcanic eruption or other convulsions of nature. (Wherever earthquake cover is given as an "add on cover" the words "excluding those resulting from earthquake volcanic eruption or other convulsions of nature" shall stand deleted.

### VII Impact Damage

Loss of or visible physical damage or destruction caused to the property insured due to impact by any

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

- a. The Insured or any occupier of the premises or
- b. their employees while acting in the course of their employment.

#### VIII Subsidence and Landslide including Rock slide

Loss, destruction or damage directly caused by Subsidence of part of the site on which the property stands or Land slide/Rock slide excluding: a) the normal cracking, settlement or bedding down of new structures b) the settlement or movement of made up ground c) coastal or river erosion d) defective design or workmanship or use of defective materials e) demolition, construction, structural alterations or repair of any property or ground works or excavations.

#### XI Bursting and/or overflowing of Water Tanks, Apparatus and Pipes

#### X Missile testing operations

#### XI Leakage from Automatic Sprinkler Installations Excluding loss, destruction or damage caused by

- a) Repairs or alterations to the buildings or premises
- b) Repairs, Removal or Extension of the Sprinkler Installation
- c) Defects in construction known to the Insured.

#### X. XII Bush Fire

Excluding loss, 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.

#### Specific Exclusions:

- 1) Loss, destruction or damage 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 radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b) The radioactive 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 results from a peril hereby insured against.
- b. Any peril hereby insured against 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.10, 000/-, 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 system 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.

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9) Loss, or damage by spoilage resulting from the retardation or interruption or cessation of any process or operation caused by operation of any of the perils covered.

10) Loss by theft during or after the occurrence of any insured peril except as provided under Riot, Strike, Malicious and Terrorism Damage cover.

11) Any Loss or damage occasioned by or through or in consequence directly or indirectly due to earthquake, volcanic eruption or other convulsions of nature.

12) Loss or damage to property insured if removed to any building or place other than in which it is herein stated to be insured, except machinery and equipment temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding 60 days.

#### Terrorism Damage Exclusion Warranty:

Notwithstanding any provision to the contrary within this policy section it is agreed that this insurance 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 endorsement an act of terrorism means an act, 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), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.

The warranty also excludes loss, damage, cost or expenses 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 action taken in respect of any act of terrorism. 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.

## Section 2: Burglary

### 1. Definition

For the purposes of this Policy section, the following terms shall have the meaning set forth hereunder:

"Burglary" means any theft following upon actual forcible and violent entry of and/or exit from the premises and includes housebreaking.

"Hold-up" means when the Insured or its personnel is/are threatened by any weapon and there exists a possibility of actual physical threat to the person of the Insured or its personnel.

### 2. Scope of Cover

The Company hereby agrees, subject to terms, conditions & exclusions herein contained, endorsed or otherwise expressed to indemnify the Insured to the extent of intrinsic value of:

(i) Any loss of or damage to property or any part thereof whilst contained in the premises described in Part I of the Schedule hereto due to Burglary or Hold-up and/or

(ii) Damage caused to the premises to be made good by the insured resulting from Burglary

Or any attempt there at any time during the period of insurance.

Provided always that the liability of the Company shall in no case exceed the sum Insured stated against each item or total Sum Insured stated in Part 1 of the Schedule as regards item (i) above and Rs. 25,000 in respect of item (ii) above.

### 3. Exclusions

(i) The Company shall not be liable in respect of:

(a) Gold or Silver articles, watches or jewellery or precious stones or medals or coins or curios, sculptures, manuscripts, rare books, plans, models, moulds, designs, deeds, bonds, bills of exchange, bank, treasury or promissory notes, cheques, money, securities, stamps, collection of stamps, business books or papers, unless specifically agreed to by the Company and incorporated in the Policy.

(b) 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 or damage to any of the articles or

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premises or where such loss or such damage has been expedited or any way assisted or brought about by any such person or persons.

(c) Theft without actual forcible and violent entry and/or exit from the premises.

(d) Loss or damage which is recoverable under Fire or Plate Glass Insurance Policy or any other policy.

(e) Loss or damage directly or indirectly, proximately or remotely occasioned by or which arises out of or in connection with riot and strike, civil commotion.

(f) Loss or damage directly or indirectly, proximately or remotely occasioned by or which arises out of earthquake, flood, storm, cyclone or other convulsions of nature or atmospheric disturbances.

(g) Loss or damage whether direct or indirect arising in war, war like operations and of foreign enemy hostilities (whether war be declared or not), civil war, revolution, insurrection, civil commotion, military or usurped power, seizure, capture, confiscation, arrests, restraints and detainment by order of any governments or any other authority. In any action, suit or other proceedings where the Company alleges that by reason of the above provision or its sub-parts, any loss or damage is not covered by this Insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.

(h) Any loss or damage to any property whatsoever or any loss or expense 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 or arising from ionizing radiation or contamination by radioactivity from any source whatsoever.

Any accident, loss, destruction, damage or legal liability directly or indirectly caused by or contributed to by or arising from Nuclear weapons material.

(i) Consequential loss or legal liability of any kind.

(j) 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.

(k) Any yard, garden, open spaces or out-house not communicating with the main building.

(l) Loss or damage directly or indirectly, proximately or remotely occasioned by or which arises out of or in connection with terrorist activities.

(ii) In the following events, this policy shall cease to be in force, unless in every event, the consent of the Company to the continuance of the Insurance thereon is obtained and signified on the policy, or the Company has been duly informed and has acknowledged the receipt of such information.

(a) If the premises shall have been left uninhabited by day and night for ten or more consecutive days and nights, during the period that the premises are left uninhabited.

(b) If the Insured shall cause or suffer any material alteration to be made in the premises or anything to be done whereby the risk is increased.

(c) If the interest of the Insured in any property passes from the Insured otherwise than by will or operation of law.

The Company shall have the sole discretion to waive its right on happening of the events specified in this clause.

#### 4. Basis of Assessment of Claims

(i) Basis of Assessment of the claim shall be

(a) In respect of buildings, cost of restoration subject to depreciation

(b) In all other cases the basis shall be cost price incurred by the Insured or market value (whichever is lower) subject to Standard Terms & Conditions as mentioned in Part III of the Schedule, including Average, Indemnity, Subrogation, Contribution and always subject to the amount of Total Sum Insured or Sum Insured upon various description of property which has been lost or damaged.

(ii) Claim documents:

The insured shall be required to furnish the following for or in support of a claim:

(a) The claim form duly completed.

(b) Copy of complaint filed/First Information Report lodged with the concerned police station.

(c) Any other document as may be required by the Company, to assess its liability under the policy section.

(iii) Claim Procedure:

The procedure for lodging the claim under this policy section shall be as under:

Upon the happening of any event giving rise or likely to give rise to a claim under this policy section:

(a) The Insured shall give immediate notice thereof in writing to the Company as well as lodge forthwith a complaint with the Police.

(b) The Insured shall deliver to the Company, within 14 days of the date on which the event shall have come to his knowledge, a detailed statement in writing as per, the Claim Form and any other material particular relevant to the making of such claim

(c) The Insured shall tender to the Company:

(i) all such further particulars, plans, specifications, books, vouchers, invoices, duplicates, or copies

thereof, documents, investigation reports (internal/external), proofs, evidence and information with respect to the claim (verified by statutory declaration, if so required) 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 together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

(ii) Particulars of all other insurances, if any  
No claim under this policy section shall be payable unless the terms of this condition have been complied with.

### 5. Policy related terms and conditions

(i) Reinstatement of sum insured: Immediately upon the happening of any loss or damage as described in the policy section, the Total Sum Insured and the sum insured upon the various descriptions of property which have been lost or damaged, shall be reduced by the amount of loss or damage and such, reduced sums Insured shall be the limit of the Company's liability in respect of any further loss or damage occurring during the current period of Insurance unless the Company consents, upon payment of additional premium to reinstate the full sum insured.

(ii) Maintenance of books & keys: The Insured shall keep a daily record of the amount of cash contained in the safe or strongroom and such record shall be deposited in a secure place other than the safe or strongroom and produced as documentary evidence in support of a claim under this policy section. The keys of the Safe or Strongroom shall not be left on the premises out of business hours unless the premises are occupied by the Insured or any other authorised employee of the Insured in which case such keys if left on the premises shall be deposited in a secure place not in the vicinity of the safe or strongroom.

(iii) Bailee Warranty: The Company hereby warrants that in the event of loss of articles/ property entrusted to the Insured, the Company will reimburse to the Insured the actual amount paid by him to his client for the goods lost subject however to the liability of the Company limited to the market value thereof.

### Section 3: Plate Glass

#### 1. Scope of Cover

PES Institute of Advanced Management Studies  
NH 206, Sagar Road  
SHIVAMOGGA-577 204,

The Company hereby agrees, subject to the terms, conditions and exclusions herein contained or otherwise expressed herein, to pay to the Insured a sum as compensation for any loss or damage to glass, which is plain and of ordinary glazing quality and/or glass with embossing, silvering, lettering, bending/curving or ornamental work, due to breakage by any accidental, external and visible means. Provided that the Company's liability shall not exceed the sum insured as specified in Part I of the Schedule to the Policy.

### 2. Exclusions

The Company shall not be liable to make any payment under this Policy section in connection with or in respect of any expenses whatsoever incurred by the Insured in connection with or arising out of or in respect of:

- (a) Breakage or damage directly or indirectly occasioned by or arising from any consequence of fire, explosion, gas, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, rebellion, revolution, insurrection, military or usurped power, riot, strike or civil commotion or loot or pillage in connection therewith or earthquake, volcanic eruption, flood, storm, tempest, typhoon, hurricane, tornado, cyclone or other similar convulsions of nature and atmospheric disturbance or confiscation by the order of any Government or Public Authority;
- (b) Pre-existing cracks or other imperfections;
- (c) Damage to frames or framework of any description;
- (d) The removal or replacement of any fitting or fixtures in order to replace glass;
- (e) Breakage or damage occurring while the premises where the glass is located is under construction or vacant for a continuous period of 15 days, even if notice of such construction or vacancy has been given to the Company;
- (f) Breakage or damage during removal, alterations and/or repairs on or about the premises where the glass is located;
- (g) Disfiguration or scratching or damage to glass other than fracture extending through the entire thickness of glass;
- (h) Breakage of glass not completely and securely fixed;
- (i) Loss or damage to glass leading to interruption or delay of business or other loss, damage or injury arising from breakage of glass or during replacement



thereof;

- (j) Any consequential loss;
- (k) Any legal liability of whatsoever nature;
- (l) Directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel or from any nuclear weapons material.
- (m) Cost of boarding up unless specifically agreed to by the Company and mentioned on this Policy.
- (n) Cost of lettering and painting unless specifically agreed to by the Company and mentioned in Part I of the Schedule to this Policy.

### 3. Basis of Assessment of Claims

The Company may at its option, reinstate, replace or repair the insured property lost or damaged or any part thereof instead of paying the amount of loss or damage. However, the Company shall not be bound to reinstate the exact variety or type of glass and may act as the 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.

Valuation shall be made by adding the cost of glass, cost of lettering and any additional cost specific to the glass, such as installation cost. In case the glass is of special category or is otherwise of special value for any reason, the same should have been declared to the Company in the Proposal Form.

#### Claim Documents

Upon the occurrence of any loss or damage in respect of which the Insured is desirous of submitting a claim, the Insured shall furnish the following:

- (i) Duly completed Claim Form,
- (ii) First Information Report
- (iii) Investigation Report by the Police

Any other document as may be applicable for the claims preferred under this Policy section.

#### Claim Procedure

The Insured shall, upon the occurrence of any event giving rise to or likely to give rise to a claim under the Policy section, give immediate notice thereof to the Company and shall within fourteen (14) days thereafter, furnish to the Company at his/her own expense, detailed particulars of the amount of the loss

or damage together with such explanation and evidence to substantiate the claim as the Company may reasonably require.

If no claim is made within fifteen (15) days from the occurrence of such breakage, the Insured shall be excluded from all rights to recover under the Policy section.

Excess or deductible: -

Each claim under this policy section shall be subject to a compulsory excess of 1% of the sum insured to a maximum of Rs. 5,000/- (Rupees Five Thousand only) or as mentioned elsewhere in the schedule (whichever is higher)..

All damaged glass which is salvaged shall be the property of the Company, and must be carefully preserved by the Insured till such time as it is in the possession of the Company.

In the event of the Company replacing the broken glass, all window-fittings or obstructions to replacement shall be removed by the Insured at his/her own expense.

### 5. Policy Related Terms and Conditions

(a) All the glass specified in Part I of the Schedule to the Policy is insured so long as it is permanently fixed.

(b) If there be any alteration of the premises where the glass is located, or in the tenancy, sub-tenancy, occupancy of or business carried on in the building/s containing the glass to be insured, or if such premises should fall into disuse, then and in every such case, the same must be immediately notified to the Company. The Company shall thereafter have the right to charge suitable extra premium, if applicable, or of refusing to continue to provide the insurance cover.

(c) This Policy section shall cease to be in force with regard to any glass property which may pass from the Insured to any other person otherwise than by Will or operation of law, unless prior notice thereof be given to the Company and the subsistence of insurance in favor of such other person be endorsed on the Policy by or on behalf of the Company.

## General Exclusions Applicable to all Sections

1. The Deductible specified against each Section
2. War, Invasion, Act of Foreign Enemy, Hostilities or War Like Operations (whether war be declared or not), Civil war, Rebellion, Revolution, Insurrection Mutiny, Civil Commotion, Confiscation, Commandeering a group of Malicious Persons or Persons acting on behalf of or in connection with any political organization, requisition or destruction or damage by order of any Government de-jure or de-facto or any public, municipal or local authority.
3. Nuclear Reaction, Nuclear Radiation or radioactive contamination.
4. Willful act or willful negligence of the Insured or his representative.

## PART IV - STANDARD TERMS AND CONDITIONS

1. **Incontestability and Duty of Disclosure**  
The policy shall be null and void and no benefit shall be payable in the event of untrue or incorrect statements, misrepresentation, misdescription or on non-disclosure in any material particular in the proposal form, personal statement, declaration and connected documents, or if any material information having been withheld, or a claim being fraudulent or any fraudulent means or devices being used by the Insured or any one acting on his behalf to obtain any benefit under this policy.
2. **Reasonable Care**  
The Insured shall take all reasonable steps to safeguard the interests of the Insured against accidental loss, or damage that may give rise to the claim.
3. **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.
4. **Material Change**  
The Insured shall immediately notify the Company by fax and in writing of any material change in the risk and cause at his own expense such additional

precautions to be taken as circumstances may require to ensure safe operation of the Insured items or trade or business practices thereby containing the circumstances that may give rise to the claim and the Company may, adjust the scope of cover and / or premium, if necessary, accordingly.

5. **Records to be maintained**  
The Insured shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record. The Insured shall within one month after the expiry of each period of insurance furnish such information as the Company may require.

6. **Special Provisions**  
Any special provisions subject to which this policy has been entered into and endorsed in the policy or in any separate instrument shall be deemed to be part of this policy and shall have effect accordingly.

7. **No constructive Notice**  
Any of the circumstances in relation to these conditions coming to the knowledge of any official of the Company shall not be the notice to or be held to bind or prejudicially affect the Company notwithstanding subsequent acceptance of any premium.

8. **Notice of charge etc.**  
The Company shall not be bound to notice or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this policy but the receipt of the Insured or his legal personal representative shall in all cases be an effectual discharge to the company.

9. **Overriding effect of Part II of the Schedule**  
The terms and conditions contained herein and in Part II of the Schedule shall be deemed to form part of the policy and shall be read as if they are specifically incorporated herein; however in case of any inconsistency of any term and condition with the scope of cover contained in Part II of the Schedule, then the term(s) and condition(s) contained herein shall be read mutatis mutandis with the scope of cover/terms and conditions contained in Part II of the Schedule and shall be deemed to be modified accordingly or superseded in case of inconsistency being irreconcilable.

10. **Electronic Transactions**  
The Insured agrees to adhere to and comply with all such terms and conditions as may be prescribed by the Company.  
Principal  
NH 206, Sagar Road  
SHIVAMOGGA-577 204.



prescribe from time to time, and hereby agrees and confirms that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of the Company, for and in respect of the policy or its terms, or the Company's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the Company's terms and conditions for such facilities, as may be prescribed from time to time. The Insured agrees that the Company may exchange, share or part with any information to or with other ICICI Group Companies or any other person in connection with the Policy, as may be determined by the Company and shall not hold the Company liable for such use/application.

#### 11. Cause of Action/ currency for payments

No Claims shall be payable under this policy unless the cause of action arises in India, unless otherwise specifically provided in Part II of the Schedule to this policy. All claims shall be payable in India in Indian Rupees only.

#### 12. Limitation Period

In no case whatsoever shall the Company be liable for any loss or damage after the expiry of 12 months from the date of admission of liability or order of court of competent jurisdiction 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.

#### 13. Position after a Claim

- The insured shall not be entitled to abandon any property to the Company whether taken possession of by the Company or not.
- As from the day of the loss the Sum Insured for the remainder of the period of insurance is reduced by the amount of the compensation. To prevent under Insurance during the remainder or the current period of insurance the amount insured must be reinstated. The premium will be calculated pro rata from the day

repaired item is again put to work. For subsequent periods of insurance, the original indemnity and premium are again in force unless circumstances justify an alteration.

#### 14. Transfer of Interest

The Insurance granted by this Policy shall cease to attach to any items described in the Schedule the interest in which shall pass from the Insured otherwise than by will or operation of law unless the consent of the Company for the continuance of the insurance shall be obtained and signified by endorsement hereon.

#### 15. Other Insurance

If at the time any claim arises under this Policy there is any other insurance covering the same loss, damage or liability, the Company shall not be liable to pay or contribute more than its ratable proportion of such loss damage or liability

#### 16. Recourse

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 required by the Company in endorsing any right or remedies or of obtaining relief or indemnity from parties (other than those Insured under this policy) to which the Company shall be or would become entitled or subrogated upon their 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.

#### 17. Rights of the Company on happening of loss or damage

On the happening of loss or damage, or circumstances that have given rise to a claim under this policy, the Company may:

- enter and/or take possession of the insured property, if any, 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; and /or,
- sell any such property or dispose of the same for account of whom it may concern.

Principal

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. 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 requirement of the Company, or shall hinder or obstruct the Company in the exercise of the powers hereunder, all benefits under the policy shall be forfeited at the option of the Company.

#### 18. Right to Inspect

If required by the Company, an agent/representative of the Company including a loss assessor or a Surveyor appointed in that behalf shall in case of any loss or any circumstances that have given rise to the claim to the Insured be permitted at all reasonable times to examine into the circumstances of such loss or such circumstance. The Insured shall on being required so to do by the Company produce all books of accounts, receipts, documents relating to or containing entries relating to the loss or such circumstance in his possession and furnish copies of or extracts from such of them as may be required by the Company so far as they relate to such claims or will in any way assist the Company to ascertain in the correctness thereof or the liability of the Company under the policy.

#### 19. Indemnity

The Company may at its option, if applicable 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. The Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner. 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 the occurrence of such loss or damage and in any event not more than the sum insured thereon.

If in any case the Company shall be unable to reinstate or repair the insured property/item hereby insured, because of any law or other regulations in force affecting insured property or otherwise, the Company shall, in every such case, only be liable to pay such sum as would be requisite under the policy.

#### 20. Subrogation

In the event of payment under this policy, the Company shall be subrogated to all the Insured's rights or recovery thereof against any person or organization, and the Insured shall execute and deliver instruments and papers necessary to secure such rights.

The Insured and any claimant under this policy 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 required by the Company, before or after Insured's indemnification, in enforcing or endorsing any rights or remedies, or of obtaining relief or indemnity, to which the Company shall be or would become entitled or subrogated.

#### 21. Contribution

If at the time of the 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.

#### 22. Condition of Average

If the insured property be collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being his own insurer for the difference, and shall bear a ratable proportion of the loss or damage accordingly. Every item, if more than one in the policy, shall be separately subject to this condition.

#### 23. Fraudulent Claims

If any claim is in any respect fraudulent, or if any false statement, declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this policy, or if a claim is made and rejected and no court action or suit is commenced within twelve months after such rejection or, in case of arbitration taking place as provided therein, within twelve (12) calendar months after the Arbitrator or Arbitrators have made their award, all benefits under this policy shall be forfeited.

#### 24. Cancellation/ Termination

The Company may at any time, cancel this policy or any section thereof, by giving 7 days' notice in writing by Registered post/Acknowledgement Due post to the Insured at his last known address in which case the Company shall be liable to repay on demand a ratable

proportion of the premium for the unexpired term from the date of the cancellation. The Insured may also give 7 days' notice in writing, to the Company, for the cancellation of this policy or any section thereof, in which case the Company shall cancel the policy or any section thereof from the date of receipt of notice and retain the premium for the period this policy has been in force at the Company's short period scales. In case of any claim during the currency of the Policy, no refund whatsoever shall be made for any cancellation of the Policy by the Insured.

In case of cancellation of Section 13 or Section 16 of the Policy, the Company will refund the premium for the unexpired policy period on short period scale as specified below:

Days insurance in force	Percent of the annual premium retained by Us
1-90	35%
91-180	65%
181-270	80%
Above 270	100%

#### 25. Policy Disputes

Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed to by both the Insured and the Company to be subject to Indian Law. Each party agrees to submit to the exclusive jurisdiction of the High Court of Mumbai and to comply with all requirements necessary to give such Court the jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such Court.

#### 26. Arbitration Clause

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 to the dispute/difference 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 preferable 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 the award by such arbitrator/arbitrators of the amount of the loss or damage shall be first obtained.

#### 27. Renewal Notice

The Company shall not be bound to accept any renewal premium nor give notice that such is due. Every renewal premium (which shall be paid and accepted in respect of this policy) shall be so paid and accepted upon the distinct understanding that no alteration has taken place in the facts contained in the proposal or declaration herein before mentioned and that nothing is known to the Insured that may result to enhance the risk of the company under the guarantee hereby given. No renewal receipt shall be valid unless it is on the printed form of the Company and signed by an authorized official of the Company.

#### 28. Notices

Any notice, direction or instruction given under this policy shall be in writing and delivered by hand, post, or facsimile to

In case of the Insured, at the address specified in Part 1 of the Schedule.

In case of the Company:

ICICI Lombard General Insurance Company Ltd  
 ICICI Lombard House, 414, Veer Savarkar Marg,  
 Near Siddhi Vinayak Temple,  
 Prabhadevi, Mumbai 400025

Notice and instructions will be deemed served 7 days after posting or immediately upon

Receipt in the case of hand delivery, facsimile or e-mail.

#### 29. Customer Service

If at any time the Insured requires any clarification or assistance, the Insured may contact the offices of the Company at the address specified, during normal business hours.

#### 30. Condonation of Delay

The Company may condone delay on merit where it is proved that delay in reporting of claim or submission of claim documents is due to reasons beyond the control of the insured.

*[Signature]*  
 Principal

proportion of the premium for the unexpired term from the date of the cancellation. The Insured may also give 7 days' notice in writing, to the Company, for the cancellation of this policy or any section thereof, in which case the Company shall cancel the policy or any section thereof from the date of receipt of notice and retain the premium for the period this policy has been in force at the Company's short period scales. In case of any claim during the currency of the Policy, no refund whatsoever shall be made for any cancellation of the Policy by the Insured.

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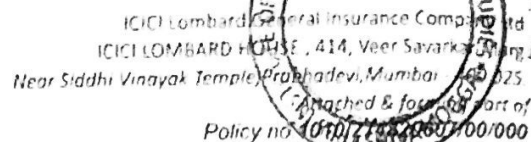
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Principal

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