

## PROSPECTUS ALL RISK INSURANCE POLICY- RETAIL

### Scope of cover

#### What we Cover

Loss or Damage to interest insured by any accidental & fortuitous causes, unless specifically excluded, during the period of insurance

Limit of Liability - Our maximum liability in respect of each item shall be the sum insured thereon or in the whole the total sum insured

#### Single interest limit

Unless specifically and separately stated, our liability in respect of each article or pairs of articles shall not exceed 25% of the total sum insured under this policy.

#### What we don't cover

- i) Damage due to moths, vermin, mildew or inherent defect, wear and tear, gradually operating cause.
- ii) Damage during any process like bleaching, dyeing, heating, drying etc
- iii) Over winding denting or internal damage of watches or clocks.
- iv) Mechanical or Electrical derangement/ breakdown of any article unless caused by accidental external means.
- v) Fire arms by rusting, bursting.
- vi) Damage due to cracking or scratching of interests such as but not limited to household goods, foodstuff, domestic appliances, crockery, glass etc..
- vii) Loss due to theft from any unattended vehicle.
- viii) Loss due to theft in connivance with you or your family
- ix) Damage to interests with difference in intrinsic and commercial value, viz. money, securities, manuscripts, deeds, bonds, bills of exchange, promissory notes, stocks or share certificates, stamps and travellers cheques and the like unless specifically declared and agreed to be insured.
- x) Any living creature.
- xi) Loss directly or indirectly occasioned by or happening through or in consequence of war, Invasion act of foreign enemy, hostilities (whether war be declared or not), Civil war, rebellion, revolution, insurrection, Military or usurped power, Confiscation, nationalisation, or any such action
- xii) Loss or damage due to any action from Public Authority.
- xiii) Nuclear and nuclear group of perils.
- xiv) Consequential loss of any nature

### Extent of insurance cover

All Risk Policy offers very comprehensive protection to the Insured Interest against any perils including any accident or misfortune not expressly excluded. The policy offers a coverage defined by the exclusions.

We may at our option reinstate, replace or repair the property damaged or pay the amount of Loss/damage. The basis of settlement will be as agreed at the time of insurance. In case of valuables, the valuers' certificate will be required.

### **Reinstatement of Sum Insured**

In case of partial loss claims, the sum insured on the item will be automatically reinstated to original value. In case of total loss for any one article, the coverage for the said item will automatically cease and you will not be allowed refund of premium for the remainder of the policy period.

### **Indemnity**

We may at our option reinstate, replace or repair the property damaged or pay the amount of Loss/damage. The basis of settlement will be as agreed at the time of insurance. In case of valuables, the valuers' certificate will be required.

In case we decide to exercise our option of reinstatement We shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and in no case to expend more in reinstatement than it would cost to reinstate such property as it was at the time of occurrence of such damage, nor more than the Sum Insured thereon.

**Geographical Limit** - The geographical limit is worldwide.

Policy term for this policy maximum shall be 12 (twelve) calendar months.

## **GENERAL CONDITIONS**

### **1. Notice:**

Every notice and communication to us required by or in respect of this policy shall be in writing.

### **2. Reasonable care:**

You must take all reasonable steps to protect the interest insured, prevent damage or accidents and maintain the interest insured in a sound condition.

### **3. Mis-description:**

This Policy shall be void and premium paid shall be forfeited in the event of mis-representation, mis-description or non-disclosure of any material facts in the proposal form, by you or your representative.

### **4. Cancellation**

The Insured can cancel the policy at any time during the term, by informing the Company. In case the Insured cancels the policy, he/she is not required to give reasons for cancellation.

In such case of cancellation, the Company will refund proportional premium for unexpired policy period and there is no claim(s) made during the policy period.

The Company can cancel the policy only on the grounds of established fraud, by giving minimum notice of 7 days to the retail policyholder.

### **5. Fraud**

If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof or if any fraudulent means or devices are used by you or anyone acting on your behalf to obtain any benefits under the policy or if loss or damage be occasioned by the wilful act or with your connivance, all benefits under this policy shall be forfeited.

#### **6. Contribution:**

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

#### **7. Subrogation:**

You shall at our expense do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by us for the purpose of enforcing any rights and remedies or obtaining relief or indemnify from the other parties to which we shall be or would become entitled or subrogated upon our paying 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 we indemnify your loss or damage

#### **8. Arbitration**

The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

#### **9. Disclaimer Clause**

If We shall disclaim Our liability in any claim, and such claim shall not have been made the subject matter of a suit in a court of law within 12 months from the date of disclaimer, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable under this Policy.

#### **10. Geographical Limits & Currency of Settlement:**

The Geographical Limit of this Policy is worldwide. All claims under this policy shall be settled in Indian Rupees only.

#### **11. Renewal:**

We agree to renew the policy on payment of the renewal premium. However, we retain our right not to renew the policy on any ground, more particularly of fraud, misrepresentation or suppression of any material fact either at the time of taking the policy or any time during the currency of the earlier policies or bad moral hazard.

### **Addon Wordings**

#### **1. WAIVER OF IMPROVEMENT, BETTERMENT OR TECHNOLOGICAL UPGRADE CHARGES**

In the event of total physical damage of the insured machinery/ equipment necessitating replacement, which may become obsolete at the time of such replacement, the Indemnity shall be the cost of reinstatement of the damaged machinery with the follow up model of the same type, provided that, such cost of replacement does not exceed the sum insured set against the said item. It is further agreed & declared that, this extension shall not be enforceable if the insured is unable or unwilling to reinstate the property. However, if the cost of replacement with the follow up model exceeds the sum insured set against the said item, the company's liability would not exceed the sum insured specified in the schedule.

**UIN: IRDAN134CP0439V01202122/A0461V01202122**

#### **2. ESCALATION CLAUSE**

It is hereby declared and understood that in consideration of the payment of an additional premium amounting to 50% of the premium produced by applying the specified percentage to the first or the annual premium as appropriate on the undernoted item(s) the Sum(s) Insured thereby shall, during the period of Insurance, be increased each day by an amount representing  $1/365^{\text{th}}$  of the specified percentage increase per annum.

Interest insured number	Specified Percentage Increase per annum

Unless specifically agreed to the contrary the provisions of the Clause shall only apply to the sums insured in force at the commencement of each period of insurance.

At each Renewal Date the Insured shall notify the Insurers:-

(i) the Sums to be Insured under each item above, but in the absence of such instructions the Sums Insured by the above items shall be those stated on the policy (as amended by any endorsement effective prior to the aforesaid renewal date) to which shall be added the increases which have accrued under this Clause during the period of Insurance upto that renewal date, and

(ii) the specified percentage increase(s) required for the forthcoming period of Insurance, but in the absence of instructions to the contrary prior to the renewal date the existing percentage increase shall apply for the period of insurance from renewal.

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

The company's liability would not exceed the sum insured specified in the schedule

**UIN: IRDAN134CP0439V01202122/A0467V01202122**

### **3. PARTS UNDAMAGED/ DESTRUCTION OF SOUND PROPERTY**

The policy stands extended to include replacement of undamaged parts also in the machinery subject to condition that,

- Such replacement of undamaged part is necessary to avoid the recurrence of the damage as may be certified by Surveyor
- Prior approval from the insurer is taken for such replacement
- By such replacement of undamaged part, there is no technical improvement in performance, capacity or output.

This is payable only if there is an admissible claim under the main Policy. The claim subject to limit of overall Sum Insured of the machinery /equipment.

The company's liability would not exceed the sum insured specified in the schedule

**UIN: IRDAN134CP0439V01202122/A0468V01202122**

#### **4. DEPRECIATION WAIVER**

In consideration of the additional premium received, the basis of indemnity of the policy stands amended as under-

No deduction shall be made for depreciation in respect of parts replaced, but the value of any salvage will be taken into account. If the cost of repairs as detailed hereinabove equals or exceeds the actual value of the machinery insured immediately before the occurrence of the damage, the settlement shall be made on the basis of total loss.

Other terms & conditions of the policy remaining unaltered.

The company's liability would not exceed the sum insured specified in the schedule

**UIN: IRDAN134CP0439V01202122/A0469V01202122**

#### **5. PROFESSIONAL FEES**

In consideration of the payment of additional premium, the policy is extended to include any amount in respect of Consulting Engineers reimbursable fees or other professional fees necessarily incurred by the Insured in the reinstatement of the Insured property consequent upon its loss, destruction or damage but not for preparing any claim. The claim under this head is payable subject to prior approval only, from the Insurer. The company's liability would not exceed the sum insured specified in the schedule

**UIN: IRDAN134CP0439V01202122/A0470V01202122**

#### **6. CLAIM INVESTIGATION & PREPARATION CLAUSE**

The Policy stands extended to cover the expenses related to investigating and identifying of the cause or exact location of loss or damage. This is payable only if prior approval of the insurer is taken before incurring the expense. Maximum amount payable under this head is as mentioned in the Policy schedule and subject to deductible /excess as mentioned therein. This is payable only if there is an admissible claim under the Policy. The company's liability would not exceed the sum insured specified in the schedule

**UIN: IRDAN134CP0439V01202122/A0471V01202122**

#### **7. AUDITORS' FEES & EXPENSES**

This Insurance covers the reasonable charges, payable by the Insured to their Auditors for producing and certifying any particulars or details contained in the Insured's books of account or other business books or documents or such other proofs, information or evidence as may be required by the Company under the terms and Conditions of this Policy. Any particulars or details contained in the Insured's books of account or other business books or documents which may be required by the Company under terms & Conditions of this Policy for the purpose of investigating or verifying any claim hereunder may be produced and certified by the Insured's Auditors, and their certificate shall be prima facie evidence of the particulars and details to which such certificates relate.

Such expenses will be payable under the item wise sum insured mentioned in the schedule.

**UIN: IRDAN134CP0439V01202122/A0472V01202122**

## **8. CLAIMS PREPARATION COSTS**

The insurance by this Policy extends to include costs reasonably incurred by the Insured in producing and certifying any particulars or details in support of any claim as may be required by the Company in terms of the conditions of the Policy.

The indemnity under this Extension shall be subject to the Limit outlined in the Schedule.

**UIN: IRDAN134CP0439V01202122/A0473V01202122**

## **9. LOSS MINIMISATION EXPENSES**

It is understood and agreed that this insurance extends to cover the costs and expenses reasonably incurred by the insured in reducing, mitigating or otherwise alleviating physical loss, destruction or damage to Interest insured during and after the occurrence of an insured event.

The indemnity under this Extension shall be subject to the Limit outlined in the Schedule.

**UIN: IRDAN134CP0439V01202122/A0474V01202122**

## **10. COVERAGE FOR ELECTRICAL & MECHANICAL BREAKDOWN:**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the insured having paid the agreed extra premium, this insurance shall be extended to cover extra charges for electrical & mechanical breakdown for the items are cover as under:

Provided always that such extra charges are incurred in connection with any loss of or damage to the insured items recoverable under the policy.

The indemnity under this Extension shall be subject to the Limit outlined in the Schedule.

**UIN: IRDAN134CP0439V01202122/A0462V01202122**

## **11. OBSOLETE PARTS**

It is hereby declared and agreed that in the event of spare parts currently Insured under this policy becoming obsolete following an indemnifiable loss to the operating unit and/or units to which they belong, such spare parts shall also be deemed a constructive total loss, provided that such parts cannot be used as spares for any other units within the premises of the Insured. The Company retains the salvage rights over such parts.

The indemnity under this Extension shall be subject to the Limit outlined in the Schedule.

**UIN: IRDAN134CP0439V01202122/A0463V01202122**

## **12. TERRORISM COVER**

It is hereby declared and agreed that in consideration of payment of additional premium of Rs.\_\_\_\_\_, the 'Terrorism Damage Exclusion Warranty attached to and forming part of the within mentioned policy, stands deleted. The expression/s "terrorism and/or act of terrorism" shall have the same meaning/s as contained in Terrorism Damage Exclusion Warranty.

Applicable deductible excess will be Rs. \_\_\_\_As per terrorism pool\_\_\_\_

**UIN: IRDAN134CP0439V01202122/A0464V01202122**

## **13. TRANSIT RISK**

In consideration of the additional premium paid, it is hereby declared and agreed that this insurance is extended to cover the risks of transit whilst the items insured are carried as a cargo from one location to another.

The basis of valuation will be the Depreciated value of the machine.

This add-on will be limited to the transit within India.

**UIN: IRDAN134CP0439V01202122/A0465V01202122**

## **14. THIRD PARTY LIABILITY –**

In consideration of the payment of the additional premium, it is hereby agreed and declared that notwithstanding anything to the contrary stated in this policy, the Company will indemnify the insured -

- a) against legal liability for the accidental loss or damage caused to the property of other persons.
- b) against legal liability (liability under contract excepted) for fatal or non-fatal injury to any persons other than the insured or his own employees or employee of the owner of the works/site/premises location or employees of the other firms/connected with any other work site/premises/location or members of the family of the insured or any of the aforesaid.



Subject to a limit of liability of Rs. \_\_\_\_\_ for the fatal/non-fatal injuries and property damage.

**UIN: IRDAN134CP0439V01202122/A0466V01202122**

#### **15. DISMANTLING COVER**

It is hereby declared and agreed that the insured having paid the agreed premium, the company shall provide cover for dismantling of the machines/equipment up to the indemnity limits as specified in the schedule.

**UIN: IRDAN134CP0439V01202122/A0510V01202122**

#### **16. EXPEDITING COSTS INCLUDING AIR-FREIGHT AND EXPRESS FREIGHT**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and "Insured having paid the agreed premium" the Insurer shall indemnify the insured, extra charges for Overtime, Night Work, Work on Public Holidays and Express freight (including Air Freight).

Provided always that such extra charges are incurred in connection with any loss of or damage to the insured items recoverable under the Policy.

If the sum(s) insured of the damaged item(s) is/are less than the amount(s) required to be insured, the amount payable under this Endorsement for such extra charges shall be reduced in the same proportion.

The indemnity under this Extension shall be subject to the Limit outlined in the Schedule.

**UIN: IRDAN134CP0439V01202122/A0511V01202122**

#### **17. VALUABLE DOCUMENTS COVER**

Subject otherwise to the terms, exclusions, provisions and conditions contained in the policy, the indemnity granted by section IA of this policy shall, in addition extend to indemnify the insure in respect of costs necessarily and reasonably incurred in rewriting or redrawing plans or specifications of the contract works insured hereunder, when such plans or specification are lost or damaged by any cause not excluded by this section and the insured needs to have them redrawn or rewritten in order to complete the project or to enable payment to be made for works already carried out.

The liability of the insurers shall not exceed in the aggregate during the policy period the sum insured set forth in the schedule.

**UIN: IRDAN134CP0439V01202122/A0512V01202122**

#### **18. VALUABLE PAPERS & RECORDS CLAUSE**

The Insurer shall indemnify the Insured up to the limit of indemnity as specified in the schedule, in respect of physical loss or damage to documents, business books, registered mortgages, bill of lading, and any other document all of which must be of value to the Insured but only for the value of the materials as



stationary together with the cost of clerical labour expended in writing up or restoring said documents but not for the value to the Insured of the information contained therein.

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

**UIN: IRDAN134CP0439V01202122/A0513V01202122**

## **19. WAIVER OF SUBROGATION CLAUSE**

It is hereby agreed and understood that otherwise subject to the terms exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall waive all their rights of subrogation or action which they may have or acquire against the assured and any person, firm or corporation having an association or affiliation at the time of loss with the assured through ownership or management subject to having been insured under this Policy.

The indemnity under this Extension shall be subject to the Limit outlined in the Schedule.

**UIN: IRDAN134CP0439V01202122/A0514V01202122**

## **20. OWN DAMAGE COVER FOR SELF PROPELLED VEHICLES**

Coverage provided for the equipment hereunder shall extend to physical loss or damage due to perils which are not excluded, in addition to the general exceptions, in the event of the equipment travelling on its own i.e. self propelled/ powered up to a maximum distance of \_\_\_\_ Kms from the project site/ locations for the sole purpose of overhauling, refueling or such other similar activity. It is also agreed and understood that this extension shall not extend to legal liability of what so ever nature including those arising out of third party property damage or bodily injury.

Provisions such as Sum Insured, deductibles & Basis of Indemnity shall be remain the same.

The indemnity under this Extension shall be subject to the Limit outlined in the Schedule.

**UIN: IRDAN134CP0439V01202122/A0515V01202122**

## **21. OMISSION TO INSURE**

The Insurance under the Policy is extended to cover interest as defined in schedule which the insured may acquire or for which they may become responsible.

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

Following the advice of any additional insurance as aforesaid, cover by this extension shall be fully reinstated. The indemnity under this Extension shall be subject to the Limit outlined in the Schedule.

**UIN: IRDAN134CP0439V01202122/A0516V01202122**

## **22. DAMAGES TO MONEY, VALUABLE DOCUMENTS/PRECIOUS ITEMS—COMPUTER SYSTEMS RECORDS.**

It is hereby understood and agreed that the company will indemnify the insured in respect of the following, as under

**Damages to Money/Precious Items /metals etc.**

The Company will pay for direct physical loss of or damage to money, including currency notes, securities, stamps, cheques, bullion or unset precious stones, for an amount as mentioned in the schedule.

**Valuable Papers and Records/books of account**

The Company will pay for direct physical loss of or damage to Valuable Papers and Records at the premises described in the Schedule. In addition, the company will pay for the value, blank and Insured's necessary costs to research, replace or restore the information lost or damaged thereon, including those which exist on electronic or magnetic media that are Insured's property or the property of others in Insured's care, custody or control. Provided that this cover will apply only to interest that can be repaired or replaced by like, kind and quality. Valuable Papers and Records shall mean inscribed or printed or written documents and manuscripts or records, abstracts, books, deeds, drawings, films, maps, mortgages, prints and tracings, computer programs, card index systems, files, tapes, discs, drums, cells and other magnetic recordings or storage media for electronic data processing.

**Computer Systems Records**

The Company will pay the value of the materials together with the cost of clerical labour and computer time expended in reproducing such records excluding any expenses in connection with the production of information to be recorded therein, and the value of the information contained therein subject to the overall and item wise sum insured limit mentioned in the schedule.

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

**UIN: IRDAN134CP0439V01202122/A0517V01202122**

**23. BANK LOCKERS CLAUSE**

If the insured maintains a bank locker for keeping jewellery and valuables and some of the jewellery and valuables are used by the insured or his/her family. In such an event, the insurance under this section of the policy will be valid for such jewelry, valuables used by insured or his/her family. For that purpose, the insured is required to submit full details of jewelry, valuables and also the percentage value of these items to be used at any one point of time during the policy period. The premium rate is applicable on the value of jewellery, valuables to be kept outside the locker.

The indemnity under this Extension shall be subject to the Limit outlined in the Schedule.

**UIN: IRDAN134CP0439V01202122/A0518V01202122**

**Endorsement & Clauses**

**1. MULTIPLE INSURED CLAUSE**

It is hereby declared and agreed that If in the policy the Insured comprises of more than one party each operating as a separate and distinct entity, this Policy of Insurance shall, unless otherwise provided for in

this Policy of Insurance, apply as if a separate policy had been issued to each of these parties provided always that The Insurer's overall liability towards the parties that constitute The Insured in any Section shall not exceed the Sum Insured. Any payment made by The Insurer to any Insured Party as a result of an occurrence of loss or damage shall reduce, by the amount of that payment, The Insurer's liability towards all Insured Parties that constitute The Insured arising from that occurrence under this Policy of Insurance.

## **2. DESIGNATION OF INTEREST CLAUSE**

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

## **3. LEASED EQUIPMENT**

It is agreed and understood that ,this policy extends to include leased interests as specified in the schedule & so declared, subject to sum insured included in policy sum insured and insured having insurable interest in such leased equipment.

## **4. AUTOMATIC REINSTATEMENT OF SUM INSURED**

It is understood & agreed that in the event of a claim :

**a)** The Insured shall not be entitled to abandon any property to the Company whether taken possession of by the Company or not.

**b)** As from the day of the loss the Sum Insured for remainder of the period of insurance is reduced by the amount of the compensation. To prevent under insurance during the remainder of the current period of insurance the amount insured must be reinstated. The premium will be calculated pro-rata from the day the 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.

This provision is waived for claims up to 10% of the Sum Insured against each item, for which no additional reinstatement premium will be charged. However, if the amount of claim is more than the limit of 10% as aforesaid, then full additional reinstatement premium will be applicable, and will be deducted from the assessed claim amount. Subject otherwise to the terms and conditions of the policy.

## **5. AGREED BANK CLAUSE**

It is hereby declared and agreed:-

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

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

N.B.: The Bank shall mean the first named financial institution/Bank named in the policy.

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

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

v. That this insurance so far only as it relates to the interest of the Bank therein shall not cease to attach to any of the insured property by reason of operation of condition 3 of the Policy except where a breach of the condition has been committed by the Bank or its duly authorised agents or servants and any other party insured hereunder whereby the risk is increased or by anything being done to upon or any building hereby insured or any building in which the goods insured under the policy are stored without the knowledge of the Bank provided always that the Bank shall notify the Company of any change of ownership or alterations or increase of hazard not permitted by this insurance as soon as the same shall come to its knowledge and shall on demand pay to the Company necessary additional premium from the time when such increase of risks first took place and

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

## **6. 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.

Notwithstanding the above, delay in reporting of claim or submission of claim documents due to reasons beyond the control of the insured shall not be condoned where such claim even if reported in time would in any which ways be rejected.

## **7. INNOCENT NON-DISCLOSURE CLAUSE**

The Insurer will not avoid this Insurance on account of non disclosure, misdescription or misrepresentation of facts or breach of policy conditions where the same have been proved to be innocent and free of any fraudulent conduct or intent to deceive.

It is understood that any deliberate act omission statement misstatement or breach of policy conditions on the part of any individual Insured which may vitiate any claim or render the insurance void shall have such effect only as to the respective rights and respective interest of that particular Insured and shall not prejudice the respective rights and respective interests of any other Insured under this Policy.

## **8. HIRE PURCHASE OR LEASE AGREEMENTS/INTEREST OF OTHER PARTIES**

The insurable interest of only those lessors, financiers, trustees, mortgagees, owners and all other parties specifically noted in the records of the Insured shall be automatically included without notification or specification; the nature and extent of such interest to be disclosed in event of damage.

Where the insurance covers the interest of more than one party, any act or neglect of an individual party will not prejudice the rights of the remaining party/parties; provided the remaining party/parties shall, immediately on becoming aware of any act or neglect whereby the risk of damage has increased, give notice in writing to the Insurer(s) and on demand pay such reasonable additional premium as the Insurer(s) may require.

Notwithstanding the foregoing paragraph it is understood and agreed that in the event of any of the parties referred to herein being entitled to the benefits of any 'Concessions Agreement', which it may have entered into with the Insurer(s), the said 'Concessions Agreement' will take precedence over the foregoing paragraph.

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

## **9. WAIVER OF CONTRIBUTION CLAUSE**

It is hereby agreed and understood that otherwise subject to the terms exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers hereby waive contribution clause operating among one or more policies taken by the Principal and or contractors and or subcontractors having an association or affiliation at the time of loss with the assured through ownership or management subject to having been insured under this Policy. However, this clause does not apply to contribution which would apply to insurance effected between Principal and other parties not forming part of the project.

## **10. PAIR & SET CLAUSE**

In the event of insured loss or damage to the personal property, this policy shall insure the resulting reduction in value of the remaining undamaged components or parts of products customarily sold as individual units or sold as pairs, sets, lots or in ranges.

At the Insured's option, the Insured may collect the full value of the pair or set provided the Insured tenders the remaining article or articles of the pair or set to the Insurer.

## **11. AGREED PANEL OF SURVEYOR CLAUSE**

It is hereby agreed between the insured and the insurance company that a panel of surveyors will be agreed to be utilized in the event of claim under the policy and will form part of the policy with specific limits specified for each surveyor in line with their categorization.

### **Who can take the policy**

Commercial Establishments (Offices, Shopping Malls, Multiplexes, Hotels, Shops, Hospitals Etc.), Manufacturing units can take this policy to protect their assets against accidental & fortuitous losses.

### **Criteria on which discounts in premium can be allowed**

- Age of equipment
- Maintenance Standard
- Operating technology
- Employee type
- Origin of equipment
- Business experience
- Design Type
- In-House Repair /Maintenance Facility
- Proper inventory record / control
- Annual Maintenance Contract (AMC)
- Claims experience

### **Exclusions specific to the policy, which can be covered on payment of additional premium**

#### **COVERAGE FOR ELECTRICAL & MECHANICAL BREAKDOWN:**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the insured having paid the agreed extra premium, this insurance shall be extended to cover extra charges for electrical & mechanical breakdown for the items are cover as under:

Provided always that such extra charges are incurred in connection with any loss of or damage to the insured items recoverable under the policy.

The indemnity under this Extension shall be subject to the Limit outlined in the Schedule.

**UIN: IRDAN134CP0439V01202122/A0462V01202122**

**DAMAGES TO MONEY, VALUABLE DOCUMENTS/PRECIOUS ITEMS/—COMPUTER SYSTEMS RECORDS.**

It is hereby understood and agreed that the company will indemnify the insured in respect of the following, as under

**Damages to Money/Precious Items /metals etc. -**

The Company will pay for direct physical loss of or damage to money, including currency notes, securities, stamps, cheques, bullion or unset precious stones, for an amount as mentioned in the schedule.

**Valuable Papers and Records/books of account -**

The Company will pay for direct physical loss of or damage to Valuable Papers and Records at the premises described in the Schedule. In addition, the company will pay for the value, blank and Insured's necessary costs to research, replace or restore the information lost or damaged thereon, including those which exist on electronic or magnetic media that are Insured's property or the property of others in Insured's care, custody or control. Provided that this cover will apply only to interest that can be repaired or replaced by like, kind and quality. Valuable Papers and Records shall mean inscribed or printed or written documents and manuscripts or records, abstracts, books, deeds, drawings, films, maps, mortgages, prints and tracings, computer programs, card index systems, files, tapes, discs, drums, cells and other magnetic recordings or storage media for electronic data processing.

**Computer Systems Records -**

The Company will pay the value of the materials together with the cost of clerical labour and computer time expended in reproducing such records excluding any expenses in connection with the production of information to be recorded therein, and the value of the information contained therein subject to the overall and item wise sum insured limit mentioned in the schedule.

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

**UIN: IRDAN134CP0439V01202122/A0517V01202122**

**Claims Procedure:**

The claim would be admissible as per the coverages and the exclusions mentioned in the policy wordings.

**Claim Intimation**

In the event of any circumstances likely to give rise to a claim insured must follow the following.

- a) Reporting and Lodging of complaint with the local police immediately for the loss due to Terrorism /Burglary / Theft / involvement of any third party / injury or casualty/ malicious act.
- b) Take all reasonable steps within the insured's power to recover / minimize the extent of the loss or damage.
- c) Intimate us as soon as reasonably possible. Notice of claim and registration shall be done at our Toll Free Number: 1800-22-4030/1800-200-4030. Alternatively, you can notify your claim by sending mail to <contactclaims@universalsompo.com>.
- d) While notifying your claim, please share your
  - 1) policy number under which you prefer to lodge your claim,
  - 2) date of loss,
  - 3) place of loss,
  - 4) cause of loss
  - 5) estimate of your loss.
  - 6) Details of contact person with mobile no. and e- mail ID.



- e) Preserve the damaged or defective parts / items / assets and make them available for inspection by an official of the insurance company or surveyor / investigator appointed.
- f) Furnish all such information / proofs and documentary evidence as the surveyor / insurance company may require processing your claim.

Followed by notification of a claim, insured is expected to follow the following procedures.

- a) Insured shall do all possible loss minimization activity to reduce further loss or aggravation of loss.
- b) Insured shall not dispose / throwing away / selling / destroying any of damaged item/salvage before inspection of loss by insurer/surveyor been appointed.
- c) Insured shall furnish all necessary documents/photographs/videos and proof / evidence in relevant to their claim to surveyor / insurance company to establish their loss.
- d) Insured shall not offer promise or assurance to any third party for their loss arising out of this incident.
- e) After receipt of all necessary claim documents, re-instatement bills and payment proofs, claim working with surveyor observation would be shared to insured by surveyor / insurance company for their understanding and concurrence.
- f) Based on the final surveyor report, claim preferred by insured would be processed and concluded for settlement.
- g) Post notification of a claim, Insured would be followed for the basic settlement documents or clarification on the discrepancy observed on the basic settlement documents. In spite of our best effort, if insured fails to responded for the basic details within the defined time limit, the claim preferred by insured would be repudiated as " Loss was not established".

Basic documents to be submitted by insured for claim settlement (To be submitted by insured after reporting of loss)

1. Claim Form - Duly filled and signed by insured
2. Copy of FIR (First Information Report) - for the loss estimated above ₹50,000/- caused under theft, burglary or by malicious act or by third party.
3. Estimate of loss.
4. Proof of ownership on the assets been insured. (Purchase invoice / bill or contract of right over the assets been held / used). This may not be required, if the same was submitted during inception of this policy or respective item was identified and specified in the policy.
5. Service engineer's report / quotation/ observation/ recommendation.
6. Police final report. (Not required for claim estimated up to ₹50,000/-)
7. Re-instatement bills and payment proofs.

• **Turn Around Time (TAT) for claims settlement (excluding policies issued on the property/ building on reinstatement basis)**

- The Surveyor shall be appointed within 24 hours from the intimation.
- The surveyor to share the Letter of requirement within 02 days from the date of his visit to the loss premises.
- The Surveyor shall share its reminders emails/letter after 05 days from the date of last mail in case the documents has not been submitted.
- The Insurance Company to obtain survey report within 15 days from the date of appointment.
- Post receipt of survey report insurance company to conclude the case within 07 days of receipt of survey report.

➤ **Escalation Matrix**

Level 1 - [contactclaims@universalsompo.com](mailto:contactclaims@universalsompo.com)

Level 2 - [grievance@universalsompo.com](mailto:grievance@universalsompo.com)

Level 3 - [gro@universalsompo.com](mailto:gro@universalsompo.com)

## Grievances

If You have a grievance about any matter relating to the Policy, or Our decision on any matter, or the claim, You can address Your grievance as follows:

#### Step 1

**Contact Us** - 1-800-224030/1-800-2004030

**E-mail Address:** [Contactus@universalsompo.com](mailto:Contactus@universalsompo.com)

**Write to us Customer Service Universal Sampo General Insurance Company Limited**

Unit No. 601 & 602, 6th Floor, Reliable Tech Park, Thane- Belapur Road, Airoli, Navi Mumbai, Maharashtra - 400708

**Senior Citizen Number:** 1800 267 4030

#### Step 2

If the resolution you received, does not meet your expectations, you can directly write to our Grievance Id. After examining the matter, the final response would be conveyed within two weeks from the date of receipt of your complaint on this email id.

Email Us- [grievance@universalsompo.com](mailto:grievance@universalsompo.com)

Drop in Your concern

Grievance Cell: Universal Sampo General Insurance Co. Ltd, Unit No. 601 & 602, 6th Floor, Reliable Tech Park, Thane- Belapur Road, Airoli, Navi Mumbai, Maharashtra - 400708

Visit Branch Grievance Redressal Officer (GRO)

Walk into any of our nearest branches and request to meet the GRO

- We will acknowledge receipt of your concern immediately
- Within 2 weeks of receiving your grievance, we will respond to you with the best solution.
- We shall regard the complaint as closed if we do not receive a reply within 8 weeks from the date of our response

#### Step 3:

In case, You are not satisfied with the decision/resolution of the above office or have not received any response within 15 working days, You may write or email to:

Chief Grievance Redressal Officer

**Universal Sampo General Insurance Company Limited**

Unit No. 601 & 602, 6th Floor, Reliable Tech Park, Thane- Belapur Road, Airoli, Navi Mumbai, Maharashtra - 400708

Email : [gro@universalsompo.com](mailto:gro@universalsompo.com)

For updated details of grievance officer, kindly refer the link <https://www.universalsompo.com/resource-grievance-redressal>

#### Step 4.

**Bima Bharosa Portal link :** <https://bimabharosa.irdai.gov.in/>

**Insurance Ombudsman**

You can approach the Insurance Ombudsman depending on the nature of grievance and financial implication, if any. Information about Insurance Ombudsmen, their jurisdiction and powers is available on the website of the Insurance Regulatory and Development Authority of India (IRDAI) at [www.irdai.gov.in](http://www.irdai.gov.in), or of the General Insurance Council at <https://www.gicouncil.in/>, the Consumer Education Website of the IRDAI at <http://www.policyholder.gov.in>, or from any of Our Offices.

The updated contact details of the Insurance Ombudsman offices can be referred by clicking on the Insurance ombudsman official site: <https://www.cioins.co.in/Ombudsman>

Note: Grievance may also be lodged at IRDAI <https://bimabharosa.irdai.gov.in/>

### INSURANCE ACT 1938 SECTION 41- Prohibition of Rebates

No person shall allow or offer to allow either directly or indirectly, as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectus or tables of the insurer.

ANY PERSON MAKING DEFAULT IN COMPLYING WITH THE PROVISIONS OF THIS SECTION SHALL BE PUNISHABLE WITH FINE WHICH MAY EXTEND TO TEN LAKHS RUPEES.

**Disclaimer:** In the event of any question relating to interpretation of the insurance coverage, the policy document will prevail.

Registered & Corp Office: **Universal Sampo General Insurance Company Ltd. 8th Floor & 9th Floor (South Side), Commerz International Business Park, Oberoi Garden City, Off Western Express Highway, Goregaon East, Mumbai 400063, Toll free no: 1800-22-4030/1800-200-4030, IRDAI Reg no: 134, CIN# U66010MH2007PLC166770 E-mail: [contactus@universalsompo.com](mailto:contactus@universalsompo.com), website link [www.universalsompo.com](http://www.universalsompo.com)**