

**BANKER'S INDEMNITY- SOOKSHMA UDYAM**  
**POLICY WORDING**

**REGISTERED & CORP OFFICE:**

**Universal Sampo General Insurance Company Limited:**  
**8<sup>th</sup> Floor & 9<sup>th</sup> Floor (South Side), Commerz International Business Park, Oberoi Garden City,**  
**Off Western Express Highway, Goregaon East, Mumbai 400063.**

**Contact US:**

**24/7 Customer Care:** Toll free Nos: 1800 - 22- 4030 or 1800-200-4030

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**IRDAI Registration Number:134**

**CIN: U66010MH2007PLC166770**

## PREAMBLE

WHEREAS the Insured named in the Schedule hereto has made to Universal Sampo General Insurance Company Limited, (hereinafter called 'Company') a written proposal by completing questionnaire, which together with any other statement made in writing by the Insured for the purpose of this Policy is deemed to be incorporated herein.

NOW THIS POLICY OF INSURANCE WITNESSETH that subject to and/or in consideration of the Insured having paid to the Company the premium mentioned in the Schedule and subject to the terms, exclusions, conditions and provisions contained herein or endorsed hereon the Company will indemnify the Insured in the manner and to the extent hereinafter provided.

The Company will indemnify the Insured for any loss directly caused by any insured event, as mentioned under the item "What We Cover" under each Section of this document, to the extent of loss suffered but not exceeding the Sum Insured and / or limit of liability for each of the Sections stated in the Schedule.

The Policy, the Schedule and any Endorsement shall be read together and any word or expression to which a specific meaning has been attached in any part of this Policy and/or of the Schedule shall bear such meaning wherever it may appear.

## GENERAL DEFINITIONS (Applicable to all Sections of this Policy)

WORD/S	SPECIFIC MEANING
<b>Agreed Value</b>	An amount agreed between You and Us at the Policy Commencement Date for items the value of which cannot be ascertained.
<b>Bank</b>	A bank or any financial institution

<b>Building</b>	<p>Any building or structure in Your Premises, where You carry on Your Business.</p> <p>It includes:</p> <ol style="list-style-type: none"> <li>a. Basement (if any), all fixtures and fittings permanently attached to the floor, walls or roof like electrical wiring, antennas etc.</li> <li>b. The following 'additional structures' located on Your Premises and used for Your Business, that are shown in the Policy Schedule:             <ol style="list-style-type: none"> <li>i. garage, out-houses, security sheds, towers, verandah or porch, tanks, compound walls, retaining walls, fences, gates and internal roads,</li> <li>ii. lifts, hoists,</li> <li>iii. solar panels, wind turbines and air conditioning systems, central heating systems, security systems and cameras, electrical installations, fire alarm, fire sprinkler systems, power lines, power installations,</li> <li>iv. water, gas and sewage pipeline within Your premises or</li> <li>v. any other structure shown in the Policy Schedule.</li> </ol> </li> </ol>
<b>Business</b>	Your commercial enterprise, trade or profession as shown in the Policy Schedule.
<b>Commencement Date</b>	It is the date and time from which the insurance cover under this Policy begins. It is shown in the Policy Schedule.
<b>Contents</b>	Those articles or things in Your Premises that are not permanently attached or fixed to the structure of Your Premises.
<b>Endorsement</b>	A written amendment to the Policy that We make (additions, deletions, modifications, exclusions, or conditions of an insurance policy) which may change the terms or scope of the original policy.
<b>Excess</b>	It is the amount that You must bear in each and every claim before We become liable to pay.

<b>Employee</b>	It means all existing Employees/officers, clerks or Sub-staff whether permanent or temporary, whole time or part time, on contract or otherwise including apprentices, on the salary roll of the Bank/Financial Institution at all of its offices but shall not include any Director or Partner other than the salaried one.
<b>Forgery</b>	Illegal modification or reproduction of legal documents without knowledge/consent of the owner.
<b>Insurable Assets</b>	All Buildings, Plant and Machinery, Furniture, Fixtures and Fittings, Stocks and other Contents which, for the purposes of Your Business on any one location, You own, or hold as tenant or occupant, or hold in trust or on commission, or are legally responsible for as part of Your trade, even if You have not taken insurance cover for any of them.
<b>Insured Property</b>	The Building, Plant and Machinery, Furniture, Fixture and Fittings, Stocks and any other Contents that are declared and insured by You under this Policy, and are located in Your Premises unless specifically stated in this Policy. The Insured Property is shown in the Policy Schedule.
<b>Kutcha Construction</b>	Building(s) having walls and/or roofs of wooden planks/thatched leaves and/or grass/hay of any kind/bamboo/plastic cloth/asphalt/canvas/tarpaulin and the like.
<b>Market Value</b>	Market Value means new Replacement/Reinstatement Value minus depreciation reckoned as on the date of loss.
<b>Money</b>	Cash, bank and currency notes, credit cards, telephone cards, cheques, crossed banker's drafts, postal orders, luncheon vouchers, current postage stamps, trading stamps, National Savings Certificates, Premium Bonds, credit sales vouchers or receipts, unexpired units in franking machines, gift tokens and consumer redemption vouchers belonging to You or for which You are responsible.
<b>Partial Loss</b>	Any loss other than Total Loss.

<b>Plant and Machinery</b>	<p>All equipment, machinery, pipes and cables, spares, computers, servers and preloaded licensed system software located within any structure or in the open area of Your Premises.</p> <p>It includes</p> <ul style="list-style-type: none"> <li>i. machines under repair,</li> <li>ii. machines taken on hire or lease, or through any system of purchase of goods,</li> <li>iii. foundation, bedding or setting of the machines, or</li> <li>iv. accessories of machines.</li> </ul>
<b>Policy Period</b>	<p>Policy period means the period commencing from the effective date and time as shown in the Policy Schedule and terminating at Midnight on the expiry date as shown in the Policy Schedule or on the termination of or the cancellation of Insurance as provided in this Policy, whichever is earlier.</p>
<b>Policy Schedule</b>	<p>The document accompanying and forming part of the Policy that gives Your details and of Your insurance cover, as described in this Policy.</p>
<b>Premium</b>	<p>The premium is the amount You pay Us for this insurance. The Policy Schedule shows the amount of premium for the Policy Period and all other taxes and levies.</p>
<b>Pucca Construction</b>	<p>Construction other than Kutcha Construction.</p>
<b>Proposal</b>	<p>The application form You sign for this insurance and/or any other information You give to Us or which is given to Us on Your behalf.</p>
<b>Reinstatement/Replacement</b>	<p>Reinstatement/Replacement is defined as:</p> <ul style="list-style-type: none"> <li>i. the reconstruction of buildings or replacement of other property lost or destroyed.</li> <li>ii. the repair or partial replacement of property damaged.</li> </ul> <p>In either case, to a condition substantially the same as but not superior, better or more extensive than its condition if it were new on the date it is damaged or destroyed.</p>

<b>Reinstatement/Replacement Value</b>	This is the amount at which the Insured Property can be reinstated or replaced by a similar property, without deducting depreciation, and to the extent required to bring that Property to a condition substantially the same as, but not superior, better or more extensive than its condition if it were new on the date it is damaged or destroyed.
<b>Stocks</b>	Any stock of goods or merchandise. It may be: <ul style="list-style-type: none"> <li>i. Finished goods, semi-finished goods, stock in process, stock invoiced and ready for dispatch,</li> <li>ii. Raw materials, packing materials, or</li> <li>iii. Stock held in trust for which You are responsible.</li> <li>iv. Stock in Open in the Insured Premises</li> </ul>
<b>Sum Insured</b>	The amount shown as Sum Insured in the Policy Schedule. It represents Our maximum liability for each cover or part of cover and for each loss, as applicable.
<b>Total Loss</b>	A situation where the Insured Property or item is completely destroyed, lost, or damaged beyond retrieval or repair, or the cost of repairing it is more than the Sum Insured of that item or in total.
<b>Securities</b>	It means Acceptances, Air/Consignment Notes, Bank Money Orders, Bills of Exchange, Bill of Lading, Bonds, Certificate of Deposits, Certificate of Shares, Stock, Cheques, Coupons, Debentures, Demand Drafts, Express Postal Orders, Fixed Deposit Receipts issued by You, Lorry Receipts, Lottery Tickets, Postal Receipts, Promissory Notes, Railway Receipts, Time Drafts, Warehouse Receipts, Mail Transfers, Travelers Cheques and drafts and all other instruments of a Negotiable character.
<b>Valuables</b>	Valuables means (a) gold or silver or any precious metals or articles made from any precious metals (b) watches or jewellery or precious stones or models or coins or curios, sculptures, manuscripts, stamps, collection of stamps, rare books, medals, moulds, designs or any other collectibles (c) deeds, ATM cards, credit cards, bonds, bills of exchange, bank notes, treasury or promissory notes, cheques, Money, securities or any other negotiable instrument.

<b>We, Us, Our, Insurer</b>	Universal Sampo General Insurance Company that has provided Insurance Cover under this Policy; of the Company.
<b>You, Your, Insured</b>	The Insured Person/s, Company or other entity shown in the Policy Schedule who has/have purchased Insurance Cover under this Policy; of such Insured Person/s
<b>Your Premises</b>	The premises in which You carry on Business that is occupied by You for the purposes of Business declared to Us and is reflected in the Policy Schedule.

## POLICY COVERAGE

### SECTION I: LOSS OF MONEY AND SECURITIES

This is a mandatory section of this Policy and covers the banks/financial institutions for any loss of Money and Securities covered under the 8 subsections detailed below.

WHAT WE COVER	WHAT WE EXCLUDE
<p>During any time in the Period of Insurance, WE will indemnify You if You shall discover any direct loss of Money and/or securities sustained:</p> <p>Our liability for any one loss shall be limited to the highest amount of Money equivalent to maximum one day's collection only at the largest of the or the sums mentioned in the Schedule or Sum insured chosen <b>which ever is less. Our maximum liability in respect of any one claim shall be equal to the sum total of Basic Sum Insured under this Section and higher of the two additional Sum Insureds( for "on premises" and for "in transit")</b></p> <p><b>A. On Premises:-</b>          by reason of any Money and/or securities for which You are responsible or interested in or the custody of which You have undertaken and which now are or are by You supposed or believed to be or at any time during the period of Insurance may be in or upon Your own premises (including</p>	<p><b>WE will not be liable for:</b></p> <ol style="list-style-type: none"> <li>Any loss occasioned by or through or in consequence whether directly or indirectly of any of the following occurrences:             <ol style="list-style-type: none"> <li>Earthquake, Volcanic Eruption, Subterranean Fire or any other convulsions of nature.</li> <li>Flood, Inundation, Hurricane, Typhoon, Storm, Tempest Tornado, Cyclone or Atmospheric Disturbances (not applicable to mobile office);</li> <li>War, Invasion, Act of foreign enemy, Hostilities or War-like operations (whether War be declared or not), Civil war</li> <li>Mutiny, Military or popular rising, insurrection, rebellion, revolution, military or usurped power, martial law or stage of siege or any of the events or causes which determine the proclamation or maintenance of martial law or stage of siege.</li> </ol> </li> </ol> <p>Any loss happening during the existence of abnormal conditions (whether physical or otherwise) which are occasioned by or through or in consequence directly or indirectly of any of said</p>

Mobile offices) or upon the premises of Your Bankers in any recognised place of safe deposit or lodged or deposited in the ordinary course of business for exchange, conversion with the issuers thereof, or with any agents of such issuers or with any person employed to procure or manage the exchange, conversion or registration thereof, being (while so in or on such premises or so placed, lodged or deposited as aforesaid) lost, destroyed or otherwise made away with by Fire, Riot and Strike, Terrorism, Burglary or Housebreaking, Theft, Robbery or hold up whether within or without and whether by Your Employees or any other person(s) whosoever.

**B. In Transit:**

By reason of any Money and/or securities being lost, stolen, mislaid, misappropriated or made away with, whether due to negligence or fraud of Your Employees or otherwise, whilst in transit in the hands of such Employees, such risk of transit to commence from the moment the same is received by the Employee on Your behalf and to continue until delivery thereof at destination.

**C. Forgery or Alteration:**

By reason of the payment made in respect of bogus or fictitious or forged or raised cheques and/or Travellers Cheques and/or Gift cheques and/or drafts and/or Fixed deposit Receipts (including Bills of Discount and other credit facilities) issued by You bearing forged endorsements or the establishment of any credit to any customers on the faith of such documents whether received over the counter or through the clearing House or by Mail.

**D. Dishonesty:**

By reason of the dishonest or criminal act of Your Employee(s) with respect to the loss of Money and/or Securities wherever committed and whether committed singly or in connivance with others.

**E. Hypothecated Goods:**

occurrence shall be deemed to be loss which is not covered by this except to the extent that You shall prove that such loss happened independently of the existence of such abnormal conditions.

2. Loss from resulting wholly or partially from the negligent act or omission of Your Employee except as covered under Item (b) "What We Cover -In Transit ".
3. Loss resulting wholly or partially from the wrongful act or default of any of Your Directors or Partners other than the salaried one.
4. Loss of Money and/or Securities and/or personal property confided to Your care, normal value and description of which have not been ascertained by You before loss.
5. Loss resulting directly or indirectly from trading actual or fictitious whether in Your name or otherwise and whether or not within Your knowledge and notwithstanding any act or omission on the part of any Employee in connection therewith whether acting within the scope of authority or with any account recording the same.
6.
  - (a) Loss, destruction of or damage to any property whatsoever or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss
  - (b) Any legal liability of whatsoever nature, directly or indirectly caused by or contributed to by or arising from ionizing radiation or contamination by radio activity from any source whatsoever of from nuclear weapons materials.
7. Losses attributable directly or indirectly to a manipulation or faulty computer or other EDP system and/or any fraudulent use of the use of the computer or other EDP system by Your Employee or outsider, irrespective of whether the computer or EDP system belongs to You or it is shared by You with the others on Service contract basis or otherwise.
8. Losses due to any acts or omissions committed by the concerned Employee(s) after the discovery of a loss in which the said Employee was involved.



By reason of fraud and/or dishonesty by Your Employee(s) in respect of any goods and/or commodities pledged or hypothecated to You or under Your control.

**F. Registered Postal Sendings:**

By reason of loss by Robbery, Theft or by other causes not herein excepted whilst in direct transit or intended to be dispatched by Registered Insured Post from Your office to the consignee provided that each post parcel shall be insured with the Post Office; Provided always that Our liability for any one consignment and/or loss is limited to 10% (Ten percent) of Basic Sum Insured or Rs.50,000/- whichever is less.

**G. Appraisers:**

By reason of infidelity or criminal acts on the part of the Appraisers provided that such appraisers are on the approved lists of Appraisers maintained by You and further provided that You shall exercise reasonable precaution and safeguards in the selection and appointment of such Appraisers. Provided always that OUR liability for any loss or all losses during the Period of insurance due to Infidelity or criminal acts of each of such Appraisers will be limited to 5% (five per cent) of the basic Sum Insured under this Policy or Rs.25,000/- whichever is less.

**H. Janta Agents/Chhoti Bachat Yojna Agents/Pygmie collectors:**

By reason of Infidelity or criminal act on the part of Janta Agents/ Chhoti Bachat Yojna Agents/ Pygmie Collectors or persons performing duties of a like nature provided that such agents are regular, part time commercial agents of Bank and are appointed after scrutiny about their credentials guaranteed by two reliable independent persons subject to the condition that the total liability during the period of insurance in respect of each agent will be limited to 5% of the basic sum insured under this policy or Rs. 20000/- whichever is less.

**LIMIT OF LIABILITY**

Policy Wordings – Banker's Indemnity- Sookshma Udyam

The Indemnity granted under this Policy in respect of such direct losses will not exceed

- a) The Sum Insured hereby:
  - i) in respect of any loss or losses caused by acts and/or omissions of Your any Employee either singly or jointly with other Employees or acts and/or omissions in which such a person is concerned or implicated either as a single act and/or omission or a series of acts and/or omissions during any Period of Insurance.
  - ii) In respect of any one casualty or event.
- b) Subject to (a) above twice the Sum Insured hereby in respect of all losses in any one period of Insurance.

## **PROVISIONS**

### **1) Excess:**

You shall bear the first 25% of each loss under subsections 1(A) to (E) of “**WHAT WE COVER**” or 2% of the basic Sum Insured whichever is higher, but not exceeding Rs.50,000/-. Each loss in respect of each dishonest or criminal act shall be treated as a separate loss. The Excess will however not apply to loss or damage arising out of Fire, Riot and Strike, Burglary and Housebreaking risks.

In respect of loss under subsections F,G and H of “**WHAT WE COVER**”, You shall bear first 25% of each loss.

- 2) **Reinstatement:** At all times during the Period of Insurance of this Policy, the Insurance cover will be maintained to the full extent of the respective Sum Insured, in consideration of which, upon the settlement of any loss under this Policy, pro-rata premium at the basic rate for the unexpired period for the amount of such loss paid (not exceeding the respective Sum Insured) shall be payable by You to Us. The additional premium referred to above shall be deducted from the net amount payable under the Policy. The continuous cover to the full extent will be available, notwithstanding any previous loss for which We may have paid hereunder and irrespective of the fact whether the additional premium as mentioned above has actually been paid or not following discovery of loss. The intention of this clause is to ensure continuity of the cover to You subject only to Our right for deduction from the claim amount when settled, of pro-rata premium to be calculated from the date of discovery of each independent loss till expiry of the Policy under which the loss falls. Provided that Our liability will be limited to twice the respective Sum Insured during the entire period of Policy in respect of any loss or losses caused by acts and/or omissions **of any or all person(s)**. The Reinstatement Provision will not apply to such losses discovered within six calendar months from the date of non-renewal or cancellation of the Policy.

### **3) Retroactive Period of Cover**

We shall not be liable:

- a) for losses not discovered within the period of this Insurance.
- b) In the event of non-renewal or cancellation of this Policy, for losses not discovered within six calendar months next following the date of expiry or the date of cancellation as the case may be (provided only that if there be any other insurance in force during the said six calendar months whether effected by You or otherwise this Policy shall not cover or contribute to any loss covered by such other insurance).
- c) For losses not sustained within a retroactive period not exceeding 2 years from the date of discovery of any such loss or losses.

Provided that in such retroactive period, the Insurance was continuously in force but in no event We shall be liable to pay any claim in respect of loss sustained prior to inception of the original / first Policy. Further it is provided that losses which become payable under this clause shall be subject to the terms, conditions, exceptions of the Policy currently in force or on the date of discovery. In case of non-renewal or cancellation of policy, the losses discovered after such non-renewal / cancellation shall for the purpose of this provision be handled as if they were made on the last day of the expiring policy period.

#### **4. Valuation of Securities**

In estimating the amount of any loss, the value of securities shall be taken at average market price or value in Rupees on the date of discovery of such loss (omitting Sundays and Holidays) and if there be no market price/or value of same or any of them on such day, then the value thereof shall be the value as agreed between the respective parties or in the event of difference as ascertained by arbitration.

#### **5. Valuation of Jewellery Ornaments**

Value for the purpose of settlement of any claim in respect of Jewellery/Ornaments under this Policy shall be as per 100% (one hundred percent) value recorded in the Register of the Bank at the time of pledging Jewellery or ornaments.

### **SECTION II: FIRE AND ALLIED PERILS-BUILDINGS & CONTENTS**

This section provides insurance cover for physical loss or damage, or destruction caused to Insured Property by the following unforeseen events occurring during the Policy Period.

#### **Clause A. This Policy and the Insurance Contract**

**1. Your Policy:** This **Bharat Sookshma Udyam Suraksha** Policy is a contract between You and Us as stated in the following:

- i. This Policy document;
- ii. The Policy Schedule attached to this Policy document;
- iii. Any Endorsement attached to and forming part of this Policy document;
- iv. Any Add-on to this Policy that You may have purchased from Us;
- v. The proposal and all declarations made by You or on Your behalf;

**2 To whom this Policy is issued and what it covers:**

- i. This Policy is issued to You and covers Your Insured Property relating to Your Business as mentioned in the Policy Schedule, where the total value at risk across all insurable asset classes at one location is not exceeding ₹ 5 Crore (Rupees Five Crore only) at the policy Commencement Date.

Provided, if the value at risk for all Insurable Assets exceeds ₹ 5 Crore during the Policy Period, this policy shall, on expiry, be replaced by the applicable policy.

- ii. If more than one person is insured under this policy, each of You is a joint policyholder. Any notice or letter We give to any of You will be considered as given to all of You. Any request, statement, representation, claim or action of any one of You will bind all of You as

if made by all of You.

- iii. If You have mortgaged, pledged or hypothecated any Insured Property with a Bank, the Policy Schedule will show an 'Agreed Bank Clause' and the name of such Bank. The terms and conditions of this arrangement will be added to the Policy as an additional Clause.

**3. The Policy Schedule:** The Policy Schedule is an important document about Your insurance cover. It shows:

- i. Your personal details,
- ii. the Policy Period,
- iii. the description of Your Insured Property,
- iv. the total Sum Insured, the Sum Insured for each cover, or for each block, set or category of Insured Property, and its limits and sub-limits for each and every location,
- v. the insurance covers You have purchased,
- vi. the premium You have paid for these insurance covers,
- vii. add-on covers opted by You,
- viii. other important and relevant aspects and information.

**4. Special Meanings of Words:** Words stated in the table below have a special meaning throughout this Policy and the Policy Schedule. These words with special meaning are stated in the Policy with the first letter in capitals.

WORD/S	SPECIFIC MEANING
<b>Agreed Value</b>	An amount agreed between You and Us at the Policy Commencement Date for items the value of which cannot be ascertained.
<b>Bank</b>	A bank or any financial institution

<b>Building</b>	<p>Any building or structure in Your Premises, where You carry on Your Business.</p> <p>It includes:</p> <p>c. Basement (if any), all fixtures and fittings permanently attached to the floor, walls or roof like electrical wiring, antennas etc.</p> <p>d. The following 'additional structures' located on Your Premises and used for Your Business, that are shown in the Policy Schedule:</p> <ul style="list-style-type: none"> <li>i. garage, out-houses, security sheds, towers, verandah or porch, tanks, compound walls, retaining walls, fences, gates and internal roads,</li> <li>ii. lifts, hoists,</li> <li>iii. solar panels, wind turbines and air conditioning systems, central heating systems, security systems and cameras, electrical installations, fire alarm, fire sprinkler systems, power lines, power installations,</li> <li>iv. water, gas and sewage pipeline within Your premises or</li> <li>v. any other structure shown in the Policy Schedule.</li> </ul>
<b>Business</b>	Your commercial enterprise, trade or profession as shown in the Policy Schedule.
<b>Commencement Date</b>	It is the date and time from which the insurance cover under this Policy begins. It is shown in the Policy Schedule.
<b>Contents</b>	Those articles or things in Your Premises that are not permanently attached or fixed to the structure of Your Premises.
<b>Endorsement</b>	A written amendment to the Policy that We make (additions, deletions, modifications, exclusions, or conditions of an insurance policy) which may change the terms or scope of the original policy.
<b>Excess</b>	It is the amount that You must bear in each and every claim before We become liable to pay.

<b>Employee</b>	It means all existing Employees/officers, clerks or Sub-staff whether permanent or temporary, whole time or part time, on contract or otherwise including apprentices, on the salary roll of the Bank/Financial Institution at all of its offices but shall not include any Director or Partner other than the salaried one.
<b>Insurable Assets</b>	All Buildings, Plant and Machinery, Furniture, Fixtures and Fittings, Stocks and other Contents which, for the purposes of Your Business on any one location, You own, or hold as tenant or occupant, or hold in trust or on commission, or are legally responsible for as part of Your trade, even if You have not taken insurance cover for any of them.
<b>Insured Property</b>	The Building, Plant and Machinery, Furniture, Fixture and Fittings, Stocks and any other Contents that are declared and insured by You under this Policy, and are located in Your Premises unless specifically stated in this Policy. The Insured Property is shown in the Policy Schedule.
<b>Kutcha Construction</b>	Building(s) having walls and/or roofs of wooden planks/thatched leaves and/or grass/hay of any kind/bamboo/plastic cloth/asphalt/canvas/tarpaulin and the like.
<b>Market Value</b>	Market Value means new Replacement/Reinstatement Value minus depreciation reckoned as on the date of loss.
<b>Money</b>	Cash, bank and currency notes, credit cards, telephone cards, cheques, crossed banker's drafts, postal orders, luncheon vouchers, current postage stamps, trading stamps, National Savings Certificates, Premium Bonds, credit sales vouchers or receipts, unexpired units in franking machines, gift tokens and consumer redemption vouchers belonging to You or for which You are responsible.
<b>Partial Loss</b>	Any loss other than Total Loss.

<b>Plant and Machinery</b>	<p>All equipment, machinery, pipes and cables, spares, computers, servers and preloaded licensed system software located within any structure or in the open area of Your Premises.</p> <p>It includes</p> <ul style="list-style-type: none"> <li>v. machines under repair,</li> <li>vi. machines taken on hire or lease, or through any system of purchase of goods,</li> <li>vii. foundation, bedding or setting of the machines, or</li> <li>viii. accessories of machines.</li> </ul>
<b>Policy Period</b>	<p>Policy period means the period commencing from the effective date and time as shown in the Policy Schedule and terminating at Midnight on the expiry date as shown in the Policy Schedule or on the termination of or the cancellation of Insurance as provided in this Policy, whichever is earlier.</p>
<b>Policy Schedule</b>	<p>The document accompanying and forming part of the Policy that gives Your details and of Your insurance cover, as described in this Policy.</p>
<b>Premium</b>	<p>The premium is the amount You pay Us for this insurance. The Policy Schedule shows the amount of premium for the Policy Period and all other taxes and levies.</p>
<b>Pucca Construction</b>	<p>Construction other than Kutcha Construction.</p>
<b>Proposal</b>	<p>The application form You sign for this insurance and/or any other information You give to Us or which is given to Us on Your behalf.</p>
<b>Reinstatement/Replacement</b>	<p>Reinstatement/Replacement is defined as:</p> <ul style="list-style-type: none"> <li>ii. the reconstruction of buildings or replacement of other property lost or destroyed.</li> <li>iv. the repair or partial replacement of property damaged.</li> </ul> <p>In either case, to a condition substantially the same as but not superior, better or more extensive than its condition if it were new on the date it is damaged or destroyed.</p>

<b>Reinstatement/Replacement Value</b>	This is the amount at which the Insured Property can be reinstated or replaced by a similar property, without deducting depreciation, and to the extent required to bring that Property to a condition substantially the same as, but not superior, better or more extensive than its condition if it were new on the date it is damaged or destroyed.
<b>Stocks</b>	Any stock of goods or merchandise. It may be: <ul style="list-style-type: none"> <li>v. Finished goods, semi-finished goods, stock in process, stock invoiced and ready for dispatch,</li> <li>vi. Raw materials, packing materials, or</li> <li>vii. Stock held in trust for which You are responsible.</li> <li>viii. Stock in Open in the Insured Premises</li> </ul>
<b>Sum Insured</b>	The amount shown as Sum Insured in the Policy Schedule. It represents Our maximum liability for each cover or part of cover and for each loss, as applicable.
<b>Total Loss</b>	A situation where the Insured Property or item is completely destroyed, lost, or damaged beyond retrieval or repair, or the cost of repairing it is more than the Sum Insured of that item or in total.
<b>Salvage</b>	Salvage means the amount that is assessed which the damaged asset will fetch in the open market. The amount is deducted from the claim amount.
<b>Securities</b>	It means Acceptances, Air/Consignment Notes, Bank Money Orders, Bills of Exchange, Bill of Lading, Bonds, Certificate of Deposits, Certificate of Shares, Stock, Cheques, Coupons, Debentures, Demand Drafts, Express Postal Orders, Fixed Deposit Receipts issued by You, Lorry Receipts, Lottery Tickets, Postal Receipts, Promissory Notes, Railway Receipts, Time Drafts, Warehouse Receipts, Mail Transfers, Travelers Cheques and drafts and all other instruments of a Negotiable character.
<b>Valuables</b>	Valuables means (a) gold or silver or any precious metals or articles made from any precious metals (b) watches or jewellery or precious stones or models or coins or curios, sculptures, manuscripts, stamps, collection of stamps, rare



	books, medals, moulds, designs or any other collectibles (c) deeds, ATM cards, credit cards, bonds, bills of exchange, bank notes, treasury or promissory notes, cheques, Money, securities or any other negotiable instrument.
<b>We, Us, Our, Insurer</b>	Universal Sampo General Insurance Company that has provided Insurance Cover under this Policy; of the Company.
<b>You, Your, Insured</b>	The Insured Person/s, Company or other entity shown in the Policy Schedule who has/have purchased Insurance Cover under this Policy; of such Insured Person/s
<b>Your Premises</b>	The premises in which You carry on Business that is occupied by You for the purposes of Business declared to Us and is reflected in the Policy Schedule.

### **Clause B. Insured Events**

We give insurance cover for physical loss or damage or destruction caused to insured property by the following unforeseen events occurring during the Policy Period.

The events covered are given in Column A and those not covered in respect of these events are given in Column B.

<b>COLUMN A- WHAT WE COVER</b>	<b>COLUMN B- WHAT WE EXCLUDE</b>
<p>We cover physical loss or damage, or destruction caused to the Insured Property by</p> <p>1.Fire,including due to its own fermentation, or natural heating or spontaneous combustion.</p> <p>2.Explosion or Implosion</p> <p>3.Lightning</p> <p>4.Earthquake, volcanic eruption, or other convulsions of nature</p> <p>5.Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Tsunami, Flood and Inundation,</p>	<p>We do not cover loss or damage, or destruction caused to the Insured Property by caused by</p> <p>a. its undergoing any heating or drying process, or</p> <p>b. burning of Insured Property by order of any Public Authority.</p> <p>c. caused to boilers, economizers or other vessels, machinery or apparatus in which steam is generated, or their contents, resulting from their own explosion or implosion, or</p> <p>d. caused by centrifugal forces.</p>

<p>6.Subsidence of the land on which Your Premises stand, Landslide, Rockslide</p> <p>7.Bush fire, Forest fire, Jungle fire,</p> <p>8.Impact damage of any kind, i.e., damage caused by impact of, or collision caused by any external physical object (e.g. vehicle, animal, falling trees, aircraft, wall etc.)</p> <p>9.Missile testing operations</p> <p>10.Riot, Strikes, Malicious Damages</p> <p>11 .Acts of terrorism (Coverage as per Terrorism Clause attached.)</p> <p>12..Bursting or overflowing of water tanks, apparatus and pipes,</p> <p>13..Leakage from automatic sprinkler installations.</p> <p>14.Theft within 7 (seven) days from the occurrence of and proximately caused by any of the above Insured Events</p>	<p>caused by</p> <p>a. normal cracking, settlement or bedding down of new structures,</p> <p>b. the settlement or movement of made up ground,</p> <p>c. coastal or river erosion,</p> <p>d. d. defective design or workmanship or use of defective materials, or</p> <p>e. demolition, construction, structural alterations or repair of any property, or groundworks or excavations.</p> <p>Caused by</p> <p>a. pressure waves caused by aircraft or other aerial or space devices travelling at sonic or supersonic speeds.</p> <p>b. caused by vehicle, animal or aircraft belonging to or owned by Insured or their employee while acting in the course of employment.</p> <p>caused by</p> <p>a. total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind,</p> <p>b. temporary or permanent dispossession, confiscation, commandeering, requisition or destruction by order of the government or any lawful authority, or</p> <p>c. temporary or permanent dispossession of any Building by unlawful occupation by any person. Exclusions as per Terrorism Clause attached.</p> <p>Caused by</p>
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	<p>a. repairs or alterations in the Building in which Your Business is located,</p> <p>b. repairs, removal or extension of any sprinkler installation, or</p> <p>c. defects in the construction known to You.</p> <p>if it is</p> <p>a. of any article or thing outside Your Premises, or of any article or thing attached from the outside of the outer walls or the roof of Your Premises, unless</p> <p>b. securely mounted.</p>
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### **Clause C. The Standard Cover under this Section**

#### **1. What We cover:**

We cover physical loss or damage, or destruction of any Insured Property because of any Insured Event stated in **Clause B** of this Policy and subject to the exclusions stated in **Clause D** of this Policy subject to all terms and conditions of this Policy. We also give **In- built** Covers without charging additional premium which are stated in **Clause C (4)** of this Policy.

#### **2. Basis of Sum Insured:**

i For Building, Plant and Machinery, Furniture, Fixture and Fittings and any other contents:  
**Reinstatement Value**

i For Stocks:

- a. For raw material: landed cost at Your Premises.
- b. For stock in process: input cost of the stock at the time of loss.

c For finished stock: the manufacturing cost of the finished stock or the **Contract Price** of goods sold but not delivered and more precisely defined below.

**Contract Price** is in respect only of goods sold but not delivered, for which You are responsible and with regard to which under the conditions of the sale, the sale contract is cancelled by reason of any Damage insured under this Policy either wholly or to the extent of the Damage. The Company's liability shall be based on the Contract Price.

ii Bullion or unset precious stones, any curios or works of art or obsolete machinery and the like are to be covered on Agreed Value basis subject to a valuation certificate being submitted and found acceptable by Us.

### 3. Restoration of Sum Insured:

Except as stated in **Clause G (III) (3) (e)** of this Policy, the insurance cover will, at all times, be maintained during the Policy Period to the full extent of the respective Sums Insured. This means that after We have paid for any loss, the policy shall be restored to the full original amount of Sum Insured. You must pay to Us proportionate premium for the unexpired Policy Period from the date of loss. We can also deduct this premium from the net claim that We must pay You.

Notwithstanding the above, the Sum Insured shall stand reduced by the amount of loss in case You, immediately on occurrence of loss, exercise Your option not to restore the Sum Insured.

### 4. In-Built Covers:

If We agree to pay Your claim for loss or damage to the Insured Property, We will also pay for the following loss or damage and expenses.

#### 4.1. Additions, alterations or extensions:

We cover Buildings, Plant, Machinery, and Furniture and Fittings, or other Contents which You will erect, or acquire, or for which You will become responsible, after the Commencement Date, in the Insured Premises. We will pay for that item as follows:

- i. You inform Us of the item so erected or acquired within 7 (seven) days of it becoming known to You,
- ii. such item of Property is not otherwise insured,
- iii. maximum limit under this cover is 15% (excluding stocks),
- iv. subject to Underinsurance provisions of **Clause F** of this Policy.

#### 4.2. Stocks at many locations on floater basis:

We cover physical loss or damage to movable property in more than one location as follows:

- i. You have declared all locations, and these are shown in the Policy Schedule.
- ii. You have declared stocks as a single value reflecting the aggregate Sum Insured.
- iii. You have a good internal audit accounting procedure under which the total amount at risk and the locations can be established at any particular time.
- iv. You must inform Us of any change in the address of any location occurring after the Commencement Date.

#### 4.3. Temporary removal of stocks:

We cover stock temporarily removed to any other premises for the purposes of fabrication, processing or finishing, or other similar purposes subject to the following conditions:

- i. maximum cover will be 10% of the Sum Insured for Stock,
- ii. such stock is not otherwise insured.

#### 4.4. Cover for Specific Contents:

We cover the following, as applicable:

- a. Money for an amount not exceeding ₹50,000 (Rupees Fifty Thousand) during the policy period.
- b. Deeds, manuscripts and business books, plans, drawings, securities, obligations or documents of any kind, but only for the cost of the materials and clerical labour expended in reproducing such records for an amount not exceeding ₹50,000 (Rupees Fifty Thousand) during the policy period.
- c. Computer programmes, information and data but only for the cost of the materials and clerical labour expended in reproducing such records for an amount not exceeding ₹5 Lakh ( Rupees Five Lakh) during the policy period.
- d. Employees', Directors', visitors' personal effects of every description (other than motor vehicles) for an amount not exceeding ₹15,000 (Rupees Fifteen Thousand) per person for a maximum of 20 (twenty) persons during the policy period.

#### **4.5. Start-Up Expenses:**

We cover start-up costs necessarily and reasonably incurred by the insured in respect of insured risk consequent upon a loss or damage covered by this policy for an amount not exceeding ₹ 1 Lakh (Rupees One Lakh) during the policy period.

#### **4.6. Professional fees:**

We will pay the expenses that You incur towards reasonable fees of Architects, Surveyors and Consulting Engineers as follows:

- i. The fees are paid for preparing plans, specification tenders and quantities, and services in connection with the superintendence of the reinstatement of the Insured Building, Machinery, Accessories or Equipment;
- ii. The maximum We pay is 5 % of the claim amount;
- iii. We do not cover fees or costs for preparing any claim or estimate of loss or damage by the Insured Perils.

#### **4.7. Costs for removal of debris:**

We will pay reasonable expenses You incur towards removal of debris of any Insured Property from Your Premises, and dismantling, demolishing, **shoring** up or propping up of Insured Building or Machinery. The maximum We pay is 2 % of the claim amount.

#### **4.8. Costs compelled by Municipal Regulations:**

We pay such additional cost of reconstruction or reinstatement of the Insured Property that is incurred solely because You must comply with any regulations or bye-laws of any municipal or local authority, or any provision of any State or Central Act, Rules or regulations. We cover these costs on the following conditions:

- i. You must commence the repairs, or reconstruction or reinstatement of the Insured Property, within a reasonable time after the date of damage or destruction. You must complete the repairs,

reconstruction or reinstatement within reasonable time, in any case not beyond 12 months from the date of damage or destruction, or within such time as We may allow in writing.

- ii. If Our Liability is reduced under any term or condition of this Policy, Our liability under this extension will also be proportionately reduced.
- iii. The total amount recoverable under any item of the policy shall not exceed the sum insured thereby.
- iv. All other terms and conditions of this Policy will apply to this extension.
- v. These costs will not include
  - a. the costs incurred for complying with such regulations,
    - for destruction or damage occurring before Commencement Date,
    - for destruction or damage not insured under this Policy,
    - under which You have received notice before the destruction or damage occurred.
  - b. any additional cost required to repair or reconstruct the Insured Property to a condition equal to its condition when new, had the need to comply with the regulation not arisen.
  - c. the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the Insured Property or by the owner thereof by reason of compliance with any of the aforesaid regulations or bye-laws.

#### **Clause D. Exclusions, that is, what We do not cover**

We do not cover losses or expenses, or any loss, damage to, or destruction of the Insured Property, directly or indirectly as a result of or if caused by or arising from events, stated below:

1. i. Excess of ₹ 5,000 (Rupees Five Thousand) for each claim. This means that We will deduct ₹ 5000 (Rupees Five Thousand) for each and every loss suffered by You under the terms of this policy.  
 ii. For terrorism risk the Excess shall be as per the clause attached to this policy.
2. Your deliberate, wilful or intentional act or omission, or of anyone on Your behalf, or with Your connivance.
3. Loss, damage or destruction to any electrical/electronic machine, apparatus, fixture, or fitting by over-running, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity from whatever cause (lightning included). This exclusion applies only to the particular machine so lost, damaged or destroyed. However, any ensuing loss or damage to other insured property due to operation of an insured peril is covered.
4. Loss, destruction or damage to the stocks in cold storage premises caused by change of temperature.
5. 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 Insured Events.

Policy Wordings – Banker's Indemnity- Sookshma Udyam

6. Your Premises or any Insured Building remaining continuously unoccupied for a period of more than 30 days, unless You have obtained prior written approval from Us and such approval is recorded as an endorsement on the Policy.
7. War, invasion, act of foreign enemy hostilities or war-like operations (whether war is declared or not), civil war, mutiny, civil commotion amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
8. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component that is part of it.
9. Pollution or contamination, unless
  - i. the pollution or contamination itself has resulted from an Insured Event, in which case only physical damage to the Insured Property is covered, or
  - ii. an Insured Event itself results from pollution or contamination.
10. Loss, destruction or damage to bullion or unset precious stones, any curios or works of art unless such amount is declared separately and recorded in the Policy Schedule.
11. Loss of any Insured Property which is missing or has been mislaid, or its disappearance cannot be linked to any single identifiable Insured Event.
12. Loss or damage to any Insured Property removed from Your Premises to any other place, except
  - i. machinery and equipment temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding 60 days,
  - ii. Stock covered under **Clause (C) (4.3)** of this Policy.
13. Any reduction in market value of any Insured Property after its repair or reinstatement.
14. Loss or damage to any Insured Property or any claim which is covered by a marine policy in force at the time of loss or damage, except in excess of the limits of that policy.
15. Any consequential or indirect loss or damage of any description, i.e. losses or extra costs (financial or non-financial) that follow or are a consequence of an Insured Event, like, loss by delay, loss of income or wages or earnings, or of market, or of time, medical expenses, or any costs not covered by this Policy.
16. Costs, fees or expenses for preparing any claim.

### **Clause E. What We Pay**

If any Insured Property is physically damaged, lost or destroyed, We will pay You as follows:

1. Partial Loss:
  - i. If any Insured Property is a Partial Loss, We will reimburse to You the cost of repairs to the extent required to bring that Property to a condition substantially the same as, but not superior, better or more extensive than its condition if it were new on the date it was damaged.
  - ii. If any Insured Stock is a Partial Loss We will pay You to the extent of the loss of such Partial Loss.

Policy Wordings – Banker's Indemnity- Sookshma Udyam

2. If Building or Plant and Machinery or Furniture, Fixture, Fittings is a **Total Loss**, We will pay You for
  - i. The Reinstatement/Replacement Value of the Building or Plant and Machinery or Furniture, Fixture, Fittings.
  - ii. Reconstruction of the new building on the same site, or another site. If You reconstruct the new Building or Reinstatement the Plant and Machinery or Furniture, Fixture, Fittings on another site We will not pay You more than what We would pay to reconstruct or replace on the same site.
  - iii. Reinstatement using standard material readily available and in common use for similar type of Building.
3. If the Stock is a **Total Loss**, We will pay You as follows:
  - i. landed cost at Your Premises for Stock of raw materials,
  - ii. total manufacturing cost for Stock of finished goods,
  - iii. the input value of Stock in process at the time of loss,
  - iv. The Contract Price in case of goods sold but not dispatched, and lying within Your premises for which You are responsible under the terms of a contract of sale. We will pay Your claim on the basis of the Contract Price, if the sale is cancelled wholly or to the extent of loss or damage caused by an Insured Event covered by this Policy. For the purposes of this para, the value of all goods to which this basis of settlement could apply in the event of loss or damage will also be ascertained on the same basis.
4. You must commence the repairs or Reinstatement within a reasonable time after the date of the damage or destruction. You must complete the repairs or Reinstatement within reasonable time, in any case not beyond 12 months from the date of damage or destruction, or within such time as We may allow in writing.
5. If You fail to start the work of the repairs or Reinstatement within reasonable time, or to complete the repairs or Reinstatement within time We will pay Your claim based on the Market Value of the Building, Plant and Machinery, Furniture, Fixture, Fittings as the case maybe.
6. We will pay the Market Value of the Building, Plant and Machinery, Furniture, Fixture and Fittings at the time it is a Total Loss, but not more than the relevant Sum Insured,
  - i. If the Building cannot be Reinstated or rebuilt due to Municipal, State or Central law, rules, regulations or bye-laws,
  - ii. If You do not wish to Reinstatement the Building, Plant and Machinery, Furniture, Fixture, Fittings.
7. We will also pay other amounts mentioned in **Clause C (4)** of this Policy

**NOTE: In any claim, We will not pay more than the relevant Sum Insured, subject to Underinsurance as stated in Clause F of this Policy.**

#### **Clause F. Underinsurance**

1. The Sum Insured for each item of Insured Property must be sufficient to pay for Reinstatement/Replacement of Policy Wordings – Banker's Indemnity- Sookshma Udyam



that Property on the date of loss. If the Reinstatement/Replacement Value of the Insured Property, in totality, including additions, alterations, erections and new acquisitions, is more than the Sum Insured, except to the extent waived in **Clause F (3)** of this Policy, it amounts to underinsurance, and will reduce proportionate to the difference from the amount that We will pay for Your claim.

2. Every item of Insured Property is subject to this condition separately.
3. Under this **Bharat Sookshma Udyam Suraksha** Policy, We will waive underinsurance upto 15%.
4. If at the time of damage, the Sum Insured applicable to the relevant Buildings, Plant and Machinery, Furniture, Fixture, Fittings, Stocks and other Contents is less than 85% of the value of Insurable Assets You will be responsible for the difference and You will bear a proportionate share of the loss.
5. Underinsurance will not apply to **Cover for Specific Contents**.

**Note: The cost for Reinstatement of additions made to Insured Property during the Policy Period will be reckoned from the date of addition.**

### **Clause G. Conditions**

#### **I) Your Obligations**

##### **1. Make true and full disclosure in the proposal and related documents**

- i. You have a duty of disclosure to tell Us everything You know, or could reasonably be expected to know, that is relevant to Us for deciding whether to give You insurance cover and on what terms. You owe this duty to disclose such relevant material information even if We have not specifically asked for it. This duty extends to any information or declarations given by anyone else on Your behalf.
- ii. We have agreed to give You insurance cover entirely on the basis of the information You, or anyone on Your behalf, have given Us in the proposal, statements and other declarations and documents (in writing or electronic) about Yourself, the Building, Plant and Machinery, Furniture, Fixture, Fittings, Stocks and other Contents. The correct and complete information You give is the basis of Our contract with You. Our promise to pay is conditional upon the truth of these statements and on the assumption that You, or anyone on Your behalf, has not withheld any material information about Yourself, the Building, Plant and Machinery, Furniture, Fixture, Fittings, Stocks and other Contents.

##### **2. Make true statements and full disclosure in the claim and related documents**

You must also give true and full information in Your claim and submit true documents. If You give any false information or document in the claim, or if You withhold any information or document (written or electronic), We have a right to refuse Your claim. We may also cancel Your policy.

##### **3. Obligation to take care: You must:**

- i. ensure that unauthorised persons do not occupy Your Premises.
- ii. Whenever Your Premises or any Building in Your Premises is unoccupied, You must ensure that all security procedures on Your Premises are in force.

#### 4. Inform change in circumstances:

You must inform Us immediately if:

- i. You change the nature of Your Business or any processes,
- ii. You let out Your Premises or any part, or Your Premises will no longer be solely occupied by You,
- iii. You change the use of Your Premises or any Building, or
- iv. Your Premises or any Building remains unoccupied for more than 30 days.

#### 5. Allow inspection and investigation of claim

You must allow and give full cooperation to the survey/investigation of Your claim by Us. You must allow Us, and any surveyor, officer or other representative that We authorise, to enter Your Premises, inspect it, take photographs and where required permit the scientific testing and investigation of any insured article affected by an insured peril. You must answer all questions asked regarding Your claim truthfully and completely and submit all relevant documents that We will require.

#### 6. Follow claim procedure

When You suffer any loss or damage to any Insured Property, and wish to make a claim, You must follow all steps stated in this Policy about immediate reporting to Us and to the appropriate Legal Authorities as per **Clause G (IV)** of this Policy.

### II) Renewal of Policy

1. **End of Policy:** This Policy will expire at the end of the Policy Period.
2. **Application for renewal:** If You wish to renew the Policy, You must apply for renewal before the end of the Policy Period and pay the required premium amount.
3. **Renewal is not Automatic:** We may seek relevant information from You for the purpose of renewal. We can reject Your renewal only on grounds of mis-representation, non-disclosure of material facts, fraud or non-co-operation on Your part.

### III) Termination of Policy

#### 1. Automatic termination of the Policy:

This Policy will automatically end in the following cases:

- a. **Destruction of any Insured Building:** This Policy will automatically end 7 days after any Insured Building collapses or is displaced or destroyed by reason other than any Insured Event. If a separable part of any Insured Building falls down or is destroyed by reason other than any Insured Event, the cover will end for such part or additional structure.
  - b. You can apply within 7 (seven) days of such fall or destruction for continuing insurance cover. We may agree, but will not be bound, to continue the cover on revised rates, terms and conditions.
  - c. **Change of use or ownership of Insured Property:** The Policy will end in regard to the Insured Property affected, unless You have obtained Our prior consent in writing as an Endorsement on the Policy,
- Policy Wordings – Banker's Indemnity- Sookshma Udyam

- i. if You change the trade or manufacture, or the nature of Your occupation, or You change other circumstances relating to the Building or a building containing any Insured Property in such a way as to increase the risk of loss or damage by Insured Events;
- ii. if Your interest in any Insured Property passes to another except by will or operation of law.
- d. **Sale of Insured Property:** This Policy will end when You sell, surrender or release Your interest in any Insured Property or its part.
- e. **Exhaustion of Sum Insured:** If any Insured Property is lost, destroyed or stolen, or is a Total Loss, and We pay You the full Sum Insured for such item, the insurance cover for that item will automatically end. If We pay the total Sum Insured for any claim, this Policy will end.
- f. **Effect of death:** If You are an individual, in the event of Your unfortunate death, the Insurance Covers that You have purchased will continue for the benefit of Your legal representative/s during the Policy Period subject to all the terms and conditions of this Policy.
- g. **Policy not invalidated:** The Policy is not invalidated:
  - i. by transfer of Your interest in the Policy by operation of law, if that occurs during the Policy Period. We can continue this policy on same or modified terms in favour of Your legal representatives if they apply for this purpose within 30 days of such transfer.
  - ii. by any act, omission, or alteration unknown to You, or beyond Your control, that increases the risk of loss or damage, if You give notice to Us immediately when You become aware of the act, omission or alteration, and pay additional premium if required; or
  - iii. if Your employees or workmen carry out repairs, maintenance work or minor alterations in the Insured Property.

#### (IV) Claims Procedure

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

##### 1. 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 or 1800-200-4030, alternatively you can notify your claim by sending mail to <contactclaims@universalsampo.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

Policy Wordings – Banker's Indemnity- Sookshma Udyam

- 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 respond 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)**

- a. Claim Form - Duly filled and signed by insured
  - b. 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.
  - c. Estimate of loss.
  - d. 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.
  - e. Service engineer's / builder's report / quotation/ observation/ recommendation.
  - f. Police final report. (Not required for claim estimated up to ₹50,000/-).
  - g. Assets register as on date of loss (For building, Stock, Plant and Machinery, Furniture Fixture and Fittings)
  - h. Re-instatement bills and payment proofs. (In case of re-instatement)
- **Turn Around Time (TAT) for claims settlement (excluding policies issued on the property/ building on reinstatement basis)**
- a. The Surveyor shall be appointed within 24 hours from the intimation.

- b. The surveyor to share the Letter of requirement within 02 days from the date of his visit to the loss premises.
- c. 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.
- d. The Insurance Company to obtain survey report within 15 days from the date of appointment.
- e. 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)

**1. Steps to prevent loss and damage**

- a. You must take all reasonable steps to prevent further loss or damage to the Insured Property.
- b. Until We have inspected the Insured Property and Your Premises, and have given Our consent,
  - i. You must not sell, give away or dispose of any damaged items of any property,
  - ii. You must not wash or clean, or remove any damaged item or debris, except for any urgent necessity, and
  - iii. You must not carry out repairs unless such repairs are urgent and You cannot contact Us.

**2. Immediate notice to authorities**

- a. As soon as any loss or damage occurs to the Insured Property, You must give immediate report to appropriate legal authorities. For example, You must report to the fire brigade of the local authority and the police if there is damage by fire/ explosion / implosion or lightning. In case of subsidence/ landslide/ rockslide, You must inform the District Administration. In the event of impact damage of any kind or Riot Strikes, Malicious acts and acts of terrorism, You must inform the police. If there is a theft within 7 (seven) days following an Insured Event, You must inform the police.
- b. We may, but not necessarily, waive this condition if We are satisfied that by reason of extreme hardship it was not possible for You or any other person on Your behalf to give such report.

**3. Submit claim**

- i.
  - a. You must submit Your claim in Our claim-form at the earliest opportunity, but within 30 days from the date You first notice the loss or damage. The claim form is available in any of Our branches, and on Our web-site.
  - b. You must state in Your claim the details of any other insurance policy that covers the damage or loss for which You have filed Your claim, whether You have purchased such other insurance, or someone else has purchased it for You.

- ii. We shall not be liable for any loss or damage after the expiry of 12 months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration. If We disclaim liability for a claim You have made and if the claim is not made a subject matter of a suit in a court of law within a period of 12 months from the date of disclaimer, the claim shall not be recoverable hereunder.

#### **4. Establish loss**

You must prove that the Insured Event has occurred, and the extent of loss or physical damage You have suffered with full details.

- i. You must support Your claim for Insured Property with Plans, specification books, vouchers, invoices pertaining to costs incurred by You for reconstruction/replacement/repairs.
- ii. You must allow Us, Our officers, surveyors or representatives to inspect the Insured Property, and to take measurements, samples, damaged items or parts, and photographs that are relevant.
- iii. You must give Us authority to see the relevant records and get information about the Event and Your loss from the police or any other authority.
- iv. You must give Us, when We request, any additional information that We require for verifying Your claim.

#### **5. Fraudulent claim**

If You, or anyone on Your behalf, make a claim which is false or fraudulent, or support a claim with any false or fraudulent statement or documents:

- i. We will not pay the claim,
- ii. We can cancel the Policy: in such a case, You will lose all benefits under this Policy and premium that You have paid,
- iii. We can also inform the police, and start legal proceedings against You.

#### **6. Other insurance**

- i. If You have any other policy with Us or any other Insurance Company (taken by You or by anyone else for You) covering in whole or in part any claim that You have made under this Policy, You have a right to ask for settlement of Your claim under any of these policies.
- ii. If You choose to claim under this Policy from Us, We will settle Your claim within the limits and the terms and conditions of this Policy.
- iii. After We pay the amount under Your claim, We have the right to ask for contribution from the Insurers that have given You the other policies.
- iv. We will ensure that Our actions do not impose any liability on You.
- v. **Below Warranty will be applied in case multiple policies involving Bank or other lending or financing entity**

Warranted that in case there is more than one insurance policy issued to the customer/ policyholder

covering the same risk, contribution clause stands deleted. Underinsurance will be applied on an overall basis taking into consideration the sum insured under all policies and comparing it with the value at risk

## **7. Our rights relating to Insured Property**

- i We must investigate/survey to confirm that Your claim is covered by this Policy. For this purpose, We will give You notice and request Your cooperation as follows:
  - a We and Our representatives will visit Your Premises and inspect the Insured Property,
  - b We will ask You to give to Us any items of the Contents of Your Premises, and hold it with Us for the purposes of examination, testing, or any other investigation, or
  - c We will dispose of or deal with or sell any item of the Contents of Your Premises for which loss We have paid completely.
- ii We will ensure that Our actions will not impose any liability on You.

## **8. Recovery action by Us**

- i When We accept and pay Your claim under the Policy, We can start legal proceedings to recover the amount or property from the third party who has caused the loss or damage to the Insured Property. You must give authority to Us to take such action and exercise this right effectively, when We request You, whether before or after making payment of Your claim. You must give all information, cooperation, assistance and help for this purpose. You must not do anything which will prejudice Our right.
- ii Any amount We recover from such person will be applied first to the costs of the legal proceedings and recovery, then to the claim amount We have paid or must pay to You. We will pay You any balance.
- iii You can start legal proceedings against any person who has caused the loss or damage only with Our prior consent, and on conditions that We will impose. You must not compromise or settle any claim against such person without Our consent. If You recover any amount from such person, You must return to Us the amount We have paid for Your claim. We can take over the conduct of legal proceedings that You have started and continue the proceedings in Your name.

## **Clause H. Changes to covers**

1. You can choose to make changes to the covers of this Policy, for example, take additional cover or increase or reduce any Sum Insured. You must make a proposal or request for any change. It will be effective only after We have accepted Your proposal, and You have paid the additional premium, where applicable.
2. This Policy (including the Policy Schedule, the proposal, declarations, the Endorsements) consists of the entire contract between You and Us.

## **Clause I. Other details**

### **1. Designation of Insured Property**

For the purpose of determining under which item any Property is insured, We agree to accept the designation under which such Property appears in Your books of account.

## **2. Notices**

- i. We will send any notice, letter or communication in writing to You at Your address mentioned in the Policy Schedule, and to Your email address that You have registered with Us.
- ii. You will send any notice, letter, intimation or communication in writing to Us at the branch office where You purchased the Policy. You can also send it at the address mentioned in the Policy Schedule. You shall not send any notice etc. to the insurance agent, broker or any other entity. They are not authorised to receive notices etc. on Our behalf.

## **3. Applicable law and jurisdiction**

This Policy will be subject to the laws of India, and to the jurisdiction of courts in India.

## **4. 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. (This clause does not apply to policies bought by individuals)

## **STANDARD ADD-ON**

### **1. Declaration Policy for Stocks**

1. We agree to cover Your Stock on receipt of provisional premium based on Your declaration of the value of Stock, the premium being liable to be adjusted at expiry of the Policy Period, as follows:
2. You will declare to Us in writing signed by You or an authorised person, the value of Your Stock less any amount insured by Policies other than declaration policies. If any Stock is covered by declaration policies, You must apportion to each policy a share of the value of stocks insured by such declaration policies pro-rata to the respective amounts named in those policies.
3. Your declaration shall state
  - i. Average of the value at risk on each day of the month, or
  - ii. Highest value at risk during the month
4. The value for Your declaration shall be the market value. Any loss covered shall be settled on the basis of the market value immediately before the loss.
5. You must give a separate declaration relating to each separate location.
6. You shall give such declaration before The last day of the succeeding month. If You do not make a declaration in time, We will consider the Sum Insured mentioned in the Policy Schedule as the value at risk.
7. At the end of the Policy Period, the actual premium will be calculated at the rate applied under the Policy on the average Sum Insured, i.e.,  $\frac{\text{The total of values declared or deemed to have been declared}}{\text{the number of declarations made or deemed to have been made}}$ .



8. If the premium calculated on adjustment is less than the provisional premium You have paid, We will repay the amount of the difference not exceeding 50% of the provisional premium.
9. If at the time of loss there is another subsisting insurance policy covering the insured Stock other than on declaration basis, whether You have taken such policy or some one else, We will only pay the amount of difference by which the value of the Stock at the time of loss exceeds the Sum Insured under the other policies, and We will not be liable to contribute more than that proportion which such difference bears to the total value of stocks. In all cases, the maximum We will pay is the relevant Sum Insured.
10. If after loss has occurred, it is found that the amount of last declaration before the loss is less than the amount which ought to be declared, We will pay only that proportion of loss which the amount in the last declaration bears to the amount that ought to have been declared.
11. If You cancel the policy (whether any stock exists or not), We will retain short period premium calculated on the average amount insured until the cancellation, or 50% of the provisional premium, whichever is higher. If You cancel the policy after loss has occurred, We will retain the premium of the higher of the two amounts:
  - i. The pro-rata proportion of the premium calculated on the average amount insured until cancellation plus the pro-rata proportion of the premium from the date of loss to the end of the Policy Period, and
  - ii. 50% of the provisional premium.
12. You cannot reduce the Sum Insured during the Policy Period.
13. We will not pay more than the Sum Insured, and You need not pay premium on value in excess of the Sum Insured. You and Us can increase the Sum Insured by agreement, and its effective date will be added by Endorsement on the Policy. You are liable to pay an additional provisional premium on the increased Sum Insured proportionate to the unexpired Policy Period. If the rate for the class of the relevant risk is revised during the Policy Period, You must pay an additional provisional premium on the revised rate for the unexpired period. In both these cases, the premium will be adjusted at the end of the Policy Period as stated in Clause 7 above.
14. If the Insured Stocks are collectively of greater value than their Sum Insured at the time of loss, You will be Your own insurer for the difference, and must bear a rateable proportion of the loss. Every item of Stock shall be separately subject to this condition.
15. All other terms and conditions of the Policy shall apply to the Declaration Policy.

### **SECTION III: BURGLARY**

#### **Definitions: (applicable to this Section only)**

1. **Burglary:** It means the unforeseen and unauthorized entry to or exit from the insured premises by aggressive and detectable means with the intent to steal contents there from.
2. **Contents/Stocks:** Content/Stocks means the items specified in the Schedule under this Section, **excluding Money and Securities.**

3. **Limit of Liability:** It means the amount stated in the Schedule which shall be our maximum liability under this Policy for any one claim or in the aggregate for all claims during the Policy period for each category of goods specified in the Schedule subject to Special Condition of the Policy. The limit of liability also represents the selected percentage of value at risk in case of a policy taken on “First Loss Basis”

WHAT WE COVER	WHAT WE EXCLUDE
<p>Loss or damage of your contents and stocks at insured premises caused by one or more of the following events:</p> <ul style="list-style-type: none"> <li>• Actual forcible and violent entry to or exit from that part of the building occupied by you at the premises.</li> <li>• Assault or violence or threat of assault or violence to you (or your employees) or any other person lawfully at the premises eg armed hold up.</li> </ul> <p>Theft of any contents/stocks from the insured premises where there is no forcible and violent entry or exit from the premises up to 5% of limits of liability subject to a limit of Rs 10000/- only</p>	<ul style="list-style-type: none"> <li>• Loss or damage from any yard, garden outbuilding (including sheds or garages not attached to the building) or any other property outside the confines of the premises unless specified in the Schedule</li> <li>• Valuables and cash in safe unless specifically covered in the Schedule</li> <li>• Loss or damage of motor vehicles, trailers unless shown in the schedule</li> <li>• Loss or damage in which you, your employees or any other person lawfully on or about your premises is or is alleged to be in any way concerned or implicated</li> <li>• Loss or damage resulting from an act of Riot, Strike, Malicious Damage.</li> <li>• Terrorism</li> <li>• Damage to glass and sign boards</li> <li>• Live-stock</li> <li>• Loss or damage to contents or stock when the premises are left unoccupied for more than 30 consecutive days unless the same has been reported to us in writing and our written approval obtained.</li> <li>• Contents from the safe following the use of a key to gain access to the safe, or any duplicate thereof belonging to you unless such key has been obtained by aggressive or violent means.</li> <li>• Any consequential loss or legal liability</li> </ul>

## **INBUILT BENEFITS**

In the event of an admitted Claim under the Policy, we will also indemnify you, subject to the limits, in respect of the following:

- 1. Personal Effects Of Directors, Officers And Employees:** We will pay for loss of personal effects of your directors, officers and employees at your premises up to 5% of the limits of liability subject to a maximum of Rs 10000/- per event in case the policy has been obtained to cover the interest of any corporate and/or partnership firm.
- 2. Temporary Protection:** We will pay the cost of temporary protection reasonably and necessarily incurred for the safety and protection of your property following an admissible claim at your premises up to 5% of the limits of liability subject to maximum of Rs 10000/- per event.
- 3. Rewriting Of Documents:** We will pay for the expenses reasonably and necessarily incurred by you in reproducing or making good the loss of or damages to your valuable business documents lost by the insured events up to 5% of limits of liability subject to a maximum of Rs 10000/- per event.
- 4. Debris Removal:** We will pay for clearing up the damage caused to the insured premises, including removal of debris from the insured premises to the nearest waste disposal site up to 5% of limits of liability subject to a maximum of Rs 10000/-per event.

## **SECTION IV: PLATE GLASS AND NEON SIGNS/GLOW SIGNS**

<b>WHAT WE COVER</b>	<b>WHAT WE EXCLUDE</b>
<ol style="list-style-type: none"> <li>1. Any sudden, unforeseen, accidental loss or damage to Plate Glass/Neon Signs/Glow Signs.</li> <li>2. Damage to frame and framework of any description following breakage of Glass and/or Neon Boards/glow signs subject to specified under policy schedule.</li> <li>3. Following breakage of Glass, the cost of tinting, lettering, painting, embossing, silvering or any other ornamental work on the replacement Glass, provided that such costs have been included in the Sum Insured</li> </ol>	<ol style="list-style-type: none"> <li>1. Breakage or damage during removal, alteration and repairs carried out at Your premises</li> <li>2. Scratching other than the fracture extending through the entire thickness of Plate Glass</li> <li>3. Damage or breakage to Plate Glass or Neon Signs, Glow Signs which are not securely fixed.</li> <li>4. Any loss or damage caused willfully by You or Your Employees, or any loss or damage in which You or any person acting on Your behalf is or is alleged to be involved or</li> </ol>

of the Glass under this Section.	<p>implicated.</p> <ol style="list-style-type: none"> <li>5. Any loss or damage for which the manufactures or supplier is responsible.</li> <li>6. Any costs incurred in connection with the elimination of electrical /mechanical breakdown/ failures unless such failures were caused by an indemnifiable event</li> <li>7. Loss or damage caused by sun, rain, hail or climatic or atmospheric conditions, depreciation, wear &amp; tear deterioration.</li> <li>8. Fusing or burning out of bulbs and/or tubes howsoever caused</li> </ol>
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## **SECTION V: ELECTRONIC EQUIPMENT INSURANCE**

### **SPECIAL CONDITION**

This section shall apply to the Insured items only after successful completion of their performance/acceptance test whether they are at work or at rest or being dismantled for the purpose of cleaning or overhauling or in the course of aforesaid operations themselves or when being shifted within the premises or during subsequent re-erection.

The liability of the Company for any one item of the Insured property shall not exceed in aggregate in any one period of Insurance the sum insured set against such items in the attached Schedule(s) unless the Sum Insured under such item is reinstated after occurrence of a claim for balance period.

### **SPECIAL EXCLUSIONS (Only Applicable for this Section)**

The Company will not indemnify the Insured in respect of loss, damage or liability directly caused by or arising out of or aggravated by -

1. Cessation of work whether total or partial.
2. Cost Incurred/time involved in the movement of machinery and/or any other property and/or personnel outside the territorial limits of India other than the cost of delivery of replacements for machinery lost or damaged.
3. Derangement of the Insured property not accompanied by damage otherwise covered by this Section.

Policy Wordings – Banker's Indemnity- Sookshma Udyam

4. Loss of or damage to the property covered under this Section falling under the terms of the Maintenance Agreement.
5. Loss destruction or damage directly occasioned by pressure wave caused by aircraft and other aerial devices traveling at Sonic or Supersonic speeds

In any action, suit or other proceedings where the company allege that by reason of the provisions of the above exclusions any loss, destruction, damage or liability is not covered by this insurance, the burden of proving that such loss, destruction, damage or liability is covered shall be upon the Insured.

## **SUB SECTIONS**

### **SUB-SECTION I: EQUIPMENTS**

WHAT WE COVER	WHAT WE EXCLUDE
<p>This sub-section covers all Electronic equipments like Computers, Medical, Biomedical, Micro-processors; Audio/Visual equipments including the value of Systems Software may be covered under Electronic Equipment Section. The term equipment shall include the entire computer system consisting of CPU, Keyboards, Monitors, Printers, Stabilizers, UPS, System Software etc.</p> <p>The Company hereby agrees with the insured (subject to the exclusions &amp; conditions contained herein or endorsed hereon) that if at any time during the period of Insurance stated in the schedule or during any subsequent period for which the insured pays and the Company may accept the premium for the renewal of this Policy, the items or any part thereof entered in the Schedule shall suffer any unforeseen and sudden physical loss or damage from any cause, other than those</p>	<p>Dish Antenna is excluded from the scope of cover under this Section. Further portable Electronic Equipment's like notebook, lap top computer, sonography are also excluded under this section.</p> <p>The Company shall not, however, be liable for -</p> <ol style="list-style-type: none"> <li>a) the Excess stated in the Schedule to be borne by the Insured in any one occurrence; if more than one item is lost or damaged in one occurrence, the insured shall not, however, be called upon to bear more than the highest single Excess applicable to such items;</li> <li>b) loss or damage caused by any faults or defects existing at the time of commencement of the present insurance within the knowledge of the insured, or his representatives, whether such faults or defects were known to the company or not;</li> <li>c) loss or damage as a direct consequence</li> </ol>

specifically excluded, in a manner necessitating repair or replacement, the Company will indemnify the Insured in respect of such loss or damage as hereinafter provided by payment in cash, replacement or repair (at their own option) upto an amount not exceeding in any one year of insurance in respect of each of the items specified in the Schedule the sum set opposite thereto and not exceeding in all the total sum expressed in the Schedule as insured hereby.

of the continual influence of operation (e.g. wear and tear, cavitations, erosion, corrosion, incrustation) or of gradual deterioration due to atmospheric conditions;

- d) any costs incurred in connection with the elimination of functional failures unless such failures were caused by an indemnifiable loss of or damage to the insured items;
- e) any costs incurred in connection with the maintenance of the insured items, such exclusion also applying to parts exchanged in the course of such maintenance operations;
- f) loss or damage for which the manufacturer or supplier of the insured items is responsible either by law or under contract;
- g) loss of or damage to rented or hired equipment for which the owner is responsible either by law or under a lease and/or maintenance agreement;
- h) consequential loss or liability of any kind or description;
- i) loss of or damage to bulbs, valves, tubes, ribbons, fuses, seals, belts, wires, chains, rubber tyres, exchangeable tools, engraved cylinders, objects made of glass, porcelain or ceramics sieves or fabrics, or any operating media (e.g. lubricating oil, fuel, chemicals);
- j) aesthetic defects, such as scratches on painted polished or enamelled surfaces.

	In respect of the parts mentioned under i) and j) above the Company shall be liable to provide compensation in the event that such parts are affected by an indemnifiable loss or damage to the insured items.
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## **SPECIAL PROVISIONS FOR SUB SECTION-I**

### **Sum Insured**

It is a requirement of this insurance that the Sum Insured shall be equal to the cost of replacement of the insured property by new property of the same kind and same capacity, which shall mean its replacement cost including freight, dues and customs duties, if any and erection costs.

The sum insured of the equipment insured under this sub section shall include the value of 'System Software'.

### **Basis of Indemnity**

1. In cases where damage to an insured item can be repaired the Company will pay expenses necessarily incurred to restore the damaged machine to its former state of serviceability plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs as well as ordinary freight to and from a repair-shop customs duties and dues if any, to the extent such expenses have been included in the Sum Insured. If the repairs are executed at a workshop owned by the Insured, the Company will pay the cost of materials and wages incurred for the purpose of the repairs plus a reasonable percentage to cover overhead charges.

No deduction shall be made for depreciation in respect of parts replaced, except those with limited life, 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 provided for in (2) below.

2. In cases where an insured item is destroyed, the Company will pay the actual value of the item immediately before the occurrence of the loss, including costs for ordinary freight, erection and customs duties if any,

provided such expenses have been included in the sum insured, such actual value to be calculated by deducting proper depreciation from the replacement value of the item. The Company will also pay any normal charges for the dismantling of the machinery destroyed, but the salvage will be taken into account.

Any extra charges incurred for overtime, night-work, work on public holidays, express freight, are covered by this Insurance only if especially agreed to in writing.

In the event of the Makers' drawings, patterns and core boxes necessary for the execution of a repair not being available the Company shall not be liable for the cost of making any such drawings, patterns and core boxes.

The cost of any alterations, improvements or overhauls shall not be recoverable under this Section. The cost of any provisional repairs will be borne by the Company if such repairs constitute part of the final repairs, and do not increase the total repair expenses.

3. In cases where the Insured item is subjected to total loss and meanwhile it becomes obsolete, all costs necessary to replace the lost or damaged insured item with a follow-up model (similar type) of similar structure/ configuration (of similar quality) will be reimbursed.

If the sum insured is less than the amount required to be insured as per Provisions applying to Sub Section - I hereinabove, the Company will pay only in such proportion as the sum insured bears to the amount required to be insured. Every item if more than one shall be subject to this condition separately.

The Company will make payments only after being satisfied, with necessary bills and documents that the repairs have been effected or replacements have taken place, as the case may be. The Company may, however, not insist for bills and documents in case of total loss where the Insured is unable to replace the damaged equipment for reasons beyond their control. In such cases claims can be settled on 'Indemnity Basis'.

### **Warranty**

It is warranted that the Maintenance Agreement in force at the inception of this policy is maintained during the currency of this policy and no variation in the terms of the Agreement shall be made without the written consent of the Company being obtained.



For the purpose of this warranty the word 'Maintenance' shall mean the following -

Safety checks,

1. Preventive maintenance
2. Rectification of loss or damage or faults arising from normal operation as well as from ageing.

#### **SUB-SECTION II: EXTERNAL DATA**

<b>WHAT WE COVER</b>	<b>WHAT WE EXCLUDE</b>
<p>This sub-section covers the Insured that if the external data media entered in the Schedule inclusive of the information stored thereon, which can be directly processed in EDP systems, shall suffer any material damage caused by peril covered under Sub Section 1 of this Section, the Company will indemnify the Insured as hereinafter provided in respect of such loss or damage up to an amount not exceeding in any one year of insurance in respect of each of the data media specified in the Schedule the sum set opposite thereto and not exceeding in all the total sum insured hereby, provided always that such loss or damage occurs during the period of Insurance stated in the Schedule or during any subsequent period for which the Insured pays and the Company may accept the premium for the renewal of this Policy. This cover applies while the insured data media are kept on the Premises. Coverage against restoration of data under Sub Section II only to be granted if backup system is available.</p>	<p>The Company shall, however, not be liable for</p> <ol style="list-style-type: none"> <li>1. the excess stated in the Schedule to be borne by the Insured in any one occurrence;</li> <li>2. any costs arising from false programming, punching, labeling or inserting, inadvertent canceling of information or discarding of data media, and from loss of information caused by magnetic fields;</li> <li>3. consequential loss of any kind or description whatsoever.</li> </ol>

#### **SPECIAL PROVISIONS FOR SUB SECTION II**

Policy Wordings – Banker's Indemnity- Sookshma Udyam

### **Sum Insured**

It is a requirement of this Insurance that the sum insured shall be the amount required for restoring the insured external data media by replacing lost or damaged data media by new material and reproducing lost information.

### **Basis of Indemnity**

The Company will indemnify any expenses that can be proved to have been incurred by the Insured within a period of 12 months as from the date of the occurrence strictly for the purpose of restoring the insured external data media to a condition equivalent to that existing prior to the occurrence and necessary for permitting data processing operations to be continued in the normal manner.

If it is not necessary to reproduce lost data or information, or if such reproduction is not effected within 12 months after the occurrence, the Company shall only be liable to indemnify the expenses incurred for replacing the lost or damaged data media themselves by new material.

As from the date of an indemnifiable occurrence the sum insured shall be reduced for the remaining period of insurance by the amount of indemnity paid, unless the sum insured is reinstated.

### **SUB-SECTION III : INCREASED COST OF WORKING**

<b>WHAT WE COVER</b>	<b>WHAT WE EXCLUDE</b>
Notwithstanding Special Exclusion (h) under Sub Section I of this Section the Company hereby agrees to indemnify the Insured upto but not exceeding the limits of Indemnity stated in the Schedule for all additional costs which the Insured shall incur to ensure continued data processing on substitute equipment if such costs arise as an unavoidable consequence of an indemnifiable loss or damage during the period of insurance to property insured under the Material Damage Section of this Section.	<p>The Company shall not be liable for -</p> <ol style="list-style-type: none"> <li>1. Costs incurred for use of substitute equipment during the Time Excess stated in the Schedule,</li> <li>2. Costs for replacement of data media, data and regeneration of data,</li> <li>3. Costs arising out of circumstances, which are not connected with the insured material damage. In particular the Company shall not be liable for additional costs arising out of -               <ol style="list-style-type: none"> <li>a) bodily injuries,</li> </ol> </li> </ol>

- |  |  |
|--|--|
|  | b) orders or measures imposed by any public authority,<br>c) expansion and improvements of the equipments,<br>d) Lack of funds causing delay in repairs or replacement of damaged equipments,<br>4. Any other consequential loss such as loss of market or interest. |
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### **SPECIAL PROVISIONS FOR SUB SECTION III**

#### **Indemnity Period**

The Indemnity Period shall commence with putting into use the substitute equipments. The insured shall bear that proportion of each claim, which corresponds to the Time Excess agreed.

#### **Sum Insured**

The 'indemnity limit per hour' and 'total sum insured' stated in the schedule shall be declared by the insured. The total sum insured shall represent the aggregate limit of indemnity payable for all events occurring during the period of insurance.

The Company will also reimburse the insured for personnel expenses and costs for transportation of materials following an event giving rise to a claim under this Sub Section of the Section provided separate sums therefor have been entered in the Schedule.

As from the date of an indemnifiable occurrence the sum insured shall be reduced for the remaining period of insurance by an amount of indemnity paid unless - reinstated by payment of an additional premium prescribed by the Company.

#### **Loss Settlement**

The Company shall indemnify those costs and expenses, which can be proved to have been incurred during the indemnity, period to maintain data processing operations to their previous extent, that are additional to those which would have been incurred during the same period if no insured event had occurred.

The total indemnity per event shall not exceed an amount equal to the agreed 'indemnity limit per hour' or the 'actual hourly rate payable for the use of substitute equipments,' whichever is less multiplied by the number of working hours stated as 'Indemnity Period' in the schedule or by the actual number of working hours for which the substitute equipment is put into use, whichever shall be less.

However, if it is found, following an interruption, that the limit selected 'per hour' is less than the amount actually incurred per hour for use of substitute equipment, the Company shall be liable to indemnify the insured in the same proportion as the limit selected 'per hour' bears to the amount actually incurred per hour.

Provided that,

- i) the interruptions shorter than the Time Excess stated in the schedule shall be excluded from the scope of this Policy and
- ii) in respect of interruptions longer than the Time Excess the insured shall bear that proportion of each claim which corresponds to the Time Excess.

## **SECTION VI: PERSONAL ACCIDENT**

### **DEFINITIONS (Applicable to this Section only)**

#### **1. Capital Sum Insured (CSI):**

It means the monetary amounts shown against Insured Person(s) which is the maximum limit of our liability against said Insured Person.

#### **2. Bodily Injury**

It means accidental physical bodily Injury solely and directly caused by external, violent visible cause.

#### **3. Insured Person**

The person(s) named as insured person in the Schedule which may include You and Your Employee(s), spouse, dependent children and dependent parents or depositors, borrowers, Kisan Credit Card Holders, Credit Card Holders as specified in the Schedule

#### **4. Accidental Death**

It means Death resulting from Bodily Injury solely and independently of any other cause except Illness directly resulting from, or medical or surgical treatment rendered necessary for such Injury, occasions the Death of the Insured Person within 12 months from the date of Accident.

#### **5. Permanent Total Disablement**

The bodily Injury that totally, irrecoverably and absolutely prevents you from engaging in any kind of occupation within 12 months from the date of accident, as specified under the Table of Benefits

## 6. Permanent Partial Disability

The bodily Injury that results in total, irrevocable, absolute and continuous loss of or impairment of a body part or sensory organ specified under the Table of Benefits.

WHAT WE COVER	WHAT WE EXCLUDE
<p>Bodily injury directly resulting to the Accidental Death or Permanent Total Disability or Permanent Partial Disability to the Insured Person as per the Table of Benefits.</p> <p>We shall pay to the Insured Person or his/her legal representative / assignee the compensation set forth in Table of Benefits ( as percentage of Capital Sum Insured)</p>	<ul style="list-style-type: none"> <li>• Compensation under more than one of the benefits mentioned in Table of Benefits in respect of same Period of disablement.</li> <li>• Any other payment after a claim under one of the benefits 1,2 and 3 in Table of benefits has been admitted and becomes payable.</li> <li>• Any payment in case of more than one claim under this Section during any one Period of Insurance by which Our liability in that Period would exceed CSI</li> <li>• The Company shall not be liable to make any payments under this policy in respect of: <ol style="list-style-type: none"> <li>1. natural Death</li> <li>2. from intentional self-injury unless in self-defense or to save life, suicide or attempted suicide.</li> <li>3. whilst under the influence of intoxicating liquor or drugs or other intoxicants except where the insured is not directly responsible for the injury / accident though under influence of intoxication.</li> <li>4. whilst engaged in any adventurous sports and/or hazardous activities.</li> <li>5. committing any breach of law with criminal intent.</li> <li>6. participation in any naval, military or air force operations.</li> <li>7. Any claim for death or disablement (whether of a permanent nature or</li> </ol> </li> </ul>

	<p>of a temporary nature), hospitalisation of the insured person, directly or indirectly due to War (whether declared or not) and war like occurrence or invasion, acts of foreign enemies, hostilities, civil war, rebellion, revolutions, insurrections, mutiny, military or usurped power, seizure, capture, arrest, restraints and detainment of all kinds.</p> <p>8. Consequential loss of any kind and/or any legal liability</p> <p>9. Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or from any nuclear waste from combustion (including any self-sustaining process of nuclear fission) of nuclear fuel</p> <p>10. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.</p>
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TABLE OF BENEFITS	PERCENTAGE OF CAPITAL SUM INSURED
Benefit 1. Death	100
Benefit 2. Permanent Total Disability:	
a) Loss of sight (both eyes)	100
b) Loss of two limbs	100
c) Loss of one limb and one eye	100
d) Permanent Total and absolute	100
e) Disablement as certified by Medical Practitioner	100
Benefit 3. Permanent Partial Disability	
a) Loss of sight of one eye	50
b) Loss of one limb	50
c) Loss of toes-all	20
d) Great-both phalanges	5
e) Great-one phalanx	2
f) Other than great, if more than one toe los each	1
g) Loss of hearing – both ears	50
h) Loss of hearing – one ear	15

Policy Wordings – Banker's Indemnity- Sookshma Udyam

i) Loss of Speech	50
j) Loss of four fingers and thumb of one hand	40
k) Loss of four fingers	35
l) Loss of thumb-both phalanges	25
m) Loss of thumb-one phalanx	10
n) Loss of index finger	
i. Three phalanges	10
ii. Two phalanges	8
iii. One phalanx	4
o) Loss of middle finger	
i. Three phalanges	6
ii. Two phalanges	4
iii. One phalanx	2
p) Loss of ring finger	
i. Three phalanges	5
ii. Two phalanges	4
iii. One phalanx	2
q) Loss of little finger	
i. Three phalanges	4
ii. Two phalanges	3
iii. One phalanx	2
r) Loss of Metacarpals	
i. First or second (additional)	3
ii. Third, fourth or fifth (additional)	2
s) Any other permanent partial disablement	% as assessed by Medical Practitioner appointed by us

## SECTION VII: PUBLIC LIABILITY

### SPECIAL DEFINITION

#### Defence Costs:

Defence Costs means the expenses incurred by you or on your behalf, in the investigation or settlement or defense of a claim and shall include legal costs and disbursements.

WHAT WE COVER	WHAT WE EXCLUDE
<p>We will indemnify you against legal liability to pay compensation including the Defence costs incurred by you with our written consent, anywhere in India, in accordance with the Indian law, against</p> <p>(a) Third Party Property Damage</p> <p>(b) Third Party injury/death</p> <p>A. Caused in the course of the Business by an accident in your business premises, occurring and notified to us during the policy period.</p> <p><b>Limit of liability:</b> Limit of Liability means the amount stated in the</p>	<p>1. Any liability arising out of a contractual obligation.</p> <p>2. Any Liability arising out of wilful or intentional non-compliance of any statutory regulations.</p> <p>3. Any bodily injury of any person under a contract of employment with you, your contractors or sub-contractors arising out of and in the course of employment</p> <p>4. Consequential loss of any kind</p> <p>5. Any Liability arising out of Libel, slander, false arrest, wrongful eviction, wrongful detention, defamation including mental injury, shock resulting there from.</p>

Policy Wordings – Banker's Indemnity- Sookshma Udyam

schedule, which shall be our maximum liability under this section (inclusive of Damages and/or Defence Costs, and regardless of the number of claimants or the total number or amount of Claims made against you) for any one Claim (AOA) and in the aggregate for all Claims made during the Policy Period( AOY)

6. Liability arising out of Vehicles covered under Indian Motor Vehicle Act.
7. Damage to property belonging to third parties that is rented, leased or under hire –purchase agreement or on loan to you
8. Damage to property belonging to third party handled by you by way of your trade or worked upon by or in your care, custody or control.
9. Pollution of any kind
10. Any Liability under the Public Liability Insurance Act which attaches liability on a no fault basis
11. Product Liability
12. Any claim directly or indirectly connected to earthquake, typhoon, cyclone, flood or other convulsions of nature or atmospheric disturbances.
13. This Policy does not cover liability which at the time of happening of any event resulting into such liability, be insured by or would, but for the existence of this Policy, be insured by, any other Policy (but not Public Liability Policy) or Policies, except in respect of any excess beyond the amount which could have been payable under such Policy/Policies, had this insurance not been effected.
14. Liability arising out of loss of pure financial nature such as loss of goodwill, loss of market etc.
15. Liability arising out of infringement of plans, copyright, patent, trade name, trade mark, registered design.
16. Liability arising out of the ownership, possession or use by or on behalf of You of any aircraft, watercraft or hovercraft.
17. The transportation of materials and/or hazardous or dangerous substances outside the Insured's Premises.
18. Any Claim made where the circumstances that exist are materially different to the circumstances represented by the Insured in the proposal.

#### **SPECIAL CONDITIONS (Only for this Section)**

1) No claim shall be payable under this policy unless the cause of action arises in India and the liability to pay claim is not without legal recourse to you.

2) Only Indian Law shall be applicable.

3) Claims Series Clause: For the purpose of this Policy where a series of and/or several bodily injuries and/or property damages are attributable direct or indirectly to the same cause all such bodily injuries and/or property damages shall be added together and all such bodily injuries and/or property damages shall be treated as one claim and such claim shall be deemed to have been made at the point in time when the first of the claims was



made in writing. There shall, however, be no coverage for claims made arising from one specific cause, which are made later than 3 years after the first claim of the series.

4) **Extended Claim Reporting Clause:** In the event of non-renewal or cancellation of this Policy, either by Us or by You, We will allow a time limit not exceeding 90 days from the date of expiry or cancellation of the Policy provided no insurance is in force during this extended reporting period of the same interest, for notification of claims for accidents which had taken place during the Period of Insurance but could not be made during the Policy Period, provided, however, all claims made during the extended reporting period shall be handled as if they were made on the last day of the expiring Policy Period and are subject to the limits of indemnity and the terms, conditions and exceptions of the Policy.

5) You shall give written notice to Us as soon as reasonably practicable of any claims made against you (or any specific event or circumstances that may give rise to a claim being made against you) and which forms the subject of indemnity under this Policy and shall give all such additional information as We may require. Every claim, writ, summons or process and all documents relating to the event shall be forwarded to Us immediately on receipt by you.

6) We will have the right but in no case the obligations, to take over and conduct in Your name the defence of any claims and will have full discretion in the conduct of any proceedings and in the settlement of any claim and having taken over the defence of any claim may relinquish the same. All amounts expended by Us in the defence, settlement or payment of any claim will reduce the Limits of Indemnity, specified in the Schedule of the Policy.

In the event We, in Our sole discretion choose to exercise our right pursuant to this condition, no action taken by Us in the exercise of such right will serve to modify or expand in any manner, Our liability or obligations under this Policy beyond what Our liability or obligations would have been had we not exercised our rights under this clause.

7) In the event of liability arising under the Policy or the payment of a claim under this Policy, the Limit of Liability per any one Policy Period under this Section of this policy shall get reduced to the extent of quantum of liability to be paid or actual payment of such claim. Under no circumstances it shall be permissible to reinstate the aggregate Limit of Liability to the original level even on payment of extra premium.

8) You shall not admit liability for or settle or compromise or make or promise any payment in respect of any claim which may be the subject of an indemnity under the policy or incur any costs or expenses in connection therewith without the prior written consent from us.

The following clauses and/or endorsements shall be attached to the policies whenever applicable.

## **GENERAL CONDITIONS (Applicable to all Sections of this Policy except to the extent specified under any section)**

### **1. Notice:**

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

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

Policy Wordings – Banker's Indemnity- Sookshma Udyam

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

### **3. Alteration of Risk:**

The cover afforded under this Policy shall be suspended and no payment shall be made hereunder if:

- (a) You carry on any business at the Insured Premises other than the business stated in the Proposal
- (b) There is any material change in the facts and matters stated in the Proposal
- (c) The ownership of the building/stocks/contents passes from You to any other person or entity otherwise than by the operation of the law of succession as applicable.

### **4. Claims Reporting:**

#### **A) 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 or 1800-200-4030, alternatively you can notify your claim by sending mail to <contactclaims@universalsampo.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.

Policy Wordings – Banker's Indemnity- Sookshma Udyam

- 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 respond 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)**

- a. Brief Profile of Insured
  - b. Detailed incident of loss on Insured letter head
  - c. FIR /status/final report for police
  - d. FMR report submitted to RBI along with Internal investigation report..
  - e. Employment details of the accused along with joining letter , salary slips, attendance records and the role assigned in case of infidelity.
  - f. Recovery details including recovery from retirals.
  - g. Copy of charge sheet if matter is in court of law
  - h. Letter of Subrogation on Rs. 500 dully stamped & notarized.
  - i. Any other requirement pertaining to nature of loss reported under the respective sections as defined by the deputed surveyor.
  - j. Payment proof from the insured.
- **Turn Around Time (TAT) for claims settlement (excluding policies issued on the property/ building on reinstatement basis)**
    - a. The Surveyor shall be appointed within 24 hours from the intimation.
    - b. The surveyor to share the Letter of requirement within 02 days from the date of his visit to the loss premises.
    - c. 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.
    - d. The Insurance Company to obtain survey report within 15 days from the date of appointment.
    - e. 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)

**B) Basis of Claims Settlement:**

We shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and in no case we shall be bound to spend more in reinstatement than it would cost to reinstate the assets as it was at the time of occurrence of such damage, nor more than the limit of liability mentioned under the Schedule.

All claims settlement under this Policy is subject to the following conditions:

- 1) When the 'Limit of Liability' represents the value of the assets covered:

If value of the assets insured under this Policy shall at the time of loss be collectively of greater value than the Limit of Liability opted by you, then you will be considered as being your own insurer for the difference and shall bear a rate able proportion of the loss accordingly. Every item, if more, than one in the Policy shall be separately subject to this condition.

2) When the 'Limit of Liability' represents a fixed proportion of the value of the assets covered:

If the fixed proportion of value of the assets insured under this Policy shall at the time of loss be collectively of greater value than the Limit of Liability opted by you, then you will be considered as being your own insurer for the difference and shall bear a rate able proportion of the loss accordingly. Every item, if more, than one in the Policy shall be separately subject to this condition.

## 5.Cancellation

You can cancel the policy at any time during the term, by informing the Company. In case you want to cancel the policy, you are not required to give reasons for cancellation

In such case of cancelation, 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.

## 6.Co-ins Clause

1. It is hereby declared and agreed that insurers named hereunder severally agree and accept the following for the proportion set against its name:

1.1. In event of any claim being admissible by the insurer towards the liability, to pay or make good to the insured the value of the property at the time of the happening of its loss or destruction or the amount of such damage thereto as provided for under the policy and/or

1.2. To indemnify the insured against liability at law or damage to any property or injuries to persons as provided for under the policy

2. Coinsurance Schedule: As specified in the schedule

3. Conditions forming part of this clause

It is hereby agreed and understood that:

3.1. The Insured in exercise of his option has after having understood the implications, selected the above-named lead Insurer and the named Co-insurers

3.2. The duties of insured would devolve upon the authorized intermediary licensed by IRDA (referred to as authorised representative here after) where the insured appoints such authorized intermediary to transact on his behalf with the insurer/s.

3.3. It shall be the responsibility of the insured or his authorised representative licensed by IRDA to decide on the panel of co-insurers and their respective shares of the risk herein as set out in coinsurance share under paragraph 2 above and communicate the same to all such participating co-insurers, prior to assumption of risk.

3.4. The lead Insurer shall finalise the terms and conditions applicable to the risk in the form of an underwriting slip with a unique code to be handed over to the Insured/Authorised intermediary

3.5. It shall be the responsibility of the insured or his authorized representative to ensure that all insurers listed in the coinsurance schedule under paragraph 2 above, are fully aware of the terms and conditions of this policy and shall secure their unqualified acceptance of such terms and conditions prior to issuance of cover and inclusion of names of insurers in this coinsurance arrangement.

3.6. During the currency of the policy, if there are any material changes in risk or as changes in original terms and conditions such as variation in Sum Insured, changes in premium charged, extension of policy period, etc., the same shall be communicated by the insured or his authorised representative giving sufficient advance notice of 7 days to the leader as well as all other participating co-insurers listed in the coinsurance schedule under paragraph 2 above and procure confirmation thereon. The endorsement to this effect shall be executed by the lead insurer under advice to all other participating co-insurers.

3.7. The liability of the insurers shall in no case exceed in respect of each item of the sum expressed in the set schedule to be insured thereon or in the all, the total sum insured hereby or sums as may be substituted thereof by endorsement.

3.8. In the event of any of the insurers, chosen by the Insured as per paragraph above and listed in the coinsurance schedule, withdrawing from participation in this Policy at any time during its currency after giving due notice of 14 days, the insured shall arrange for an alternative insurer to take up the full share of risk vacated by the existing insurer. In the event of insured failing to do so, the insured shall be considered as his own insurer for such share of risk or part there of which is not taken up by such alternative co-insurer.

3.9. In the event of a claim under this policy, the insured shall give notice of its occurrence to the Lead Insurer with a copy to all the insurers as listed in clause 2 above.

3.10. Upon receipt of such notification of claim, all claim related activities including appointment of surveyors, etc shall be done by the lead insurer who shall decide the admissibility as well as quantum of the claim and the co-insurers shall abide by the same.

3.11. In the event of claim being value of more than 5 crores the lead insurer can immediately demand and the following co-insurer shall pay the cash call of their proportionate share of loss.

3.12. In all other cases, where the Lead Insurer pays 100% of the assessed loss, the following coinsurer/s shall remit their share of the loss to the Lead Insurers within a maximum period of 21 days from the date on which the Lead Insurer makes the demand. Lead Insurer's declaration that the Claim and the amount there of was in

accordance with terms and conditions of the Policy issued shall be considered sufficient by the co-insurers for the purpose of remitting their share of the loss to the Lead Insurer.

3.13. The co-insurers forming part of this agreement shall be entitled to demand and obtain from the Lead insurer/Intermediaries copies of all policies, endorsements or other claim related documents relevant to this coinsurance clause.

## **7. 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 willful act or with Your connivance, all benefits under this Policy shall be forfeited.

## **8. 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.

### **Below Warranty will be applied in case multiple policies involving Bank or other lending or financing entity**

Warranted that in case there is more than one insurance policy issued to the customer/ policyholder covering the same risk, contribution clause stands deleted. Underinsurance will be applied on an overall basis taking into consideration the sum insured under all policies and comparing it with the value at risk

## **9. 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 are required before or after We indemnify Your loss or damage

## **10. 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. (Applicable for commercial customers)

## **11. 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.

## **12. Geographical Limits**

Policy Wordings – Banker's Indemnity- Sookshma Udyam

The Geographical Limit of this Policy and jurisdiction shall be India. All claims under this Policy shall be settled in Indian Rupees only.

### **13. Renewal:**

We agree to renew the Policy on payment of renewal premium. However we may exercise Our option not to renew the Policy on grounds 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.

## **GENERAL EXCLUSIONS (Applicable to all Sections of this Policy)**

### **1. Radioactive Contamination:**

Any loss, damage or legal liability directly or indirectly caused by:

- (a) Ionizing radiation or radioactive contamination from nuclear fuel or nuclear waste arising from burning nuclear fuel; or
- (b) The radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment.

### **2. War Risks:**

Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributing cause or event. War, invasion, act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power.

### **3. Sonic bangs:**

Any loss, damage or legal liability directly or indirectly caused by pressure waves caused by aircraft and other flying objects traveling at or above the speed of sound.

### **4. Pollution and/or Contamination:**

Loss, destruction or damage caused to the insured property by pollution or contamination excluding

- Pollution or contamination which itself results from a peril hereby insured against
- Any peril hereby insured against which itself results from pollution or contamination

### **5. Gradually occurring losses**

Loss or damage by wear and tear, depreciation, insects, vermins, moth, fungus, corrosion, rust, atmospheric or climatic conditions ingress of water, gradually operating cause, process or cleaning, dyeing, repair, alteration or restoration.

## **6. Wilful Act**

Loss or damage caused by or arising out of a wilful act by You or any person acting on Your behalf including circumstance, fact or matter You are or ought to be reasonably aware prior to the commencement of this contract.

## **7. Accidental External means**

Loss or damage caused by arising out of accidental external means except as specifically covered under respective Sections.

## **8. Consequential Losses**

Loss by delay, loss of market, loss of goodwill and / or any other consequential or indirect loss or damage not covered under Section I.

## **9. Public Authority Exclusion Clause**

- Loss , destruction or damage caused to the property insured by burning by order of any Public Authority
- Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority.

## **10. Liability**

- Liability more specifically insured elsewhere
- Liability arising out of Asbestosis or any matter related to or arising out of the sale, manufacture, production, distribution or the like of asbestos.

## **11. Terrorism Damage Exclusion Warranty:**

Notwithstanding any provision to the contrary within this Policy it is agreed that this Policy 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.



## 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

#### a. Contact Us

1-800-224030/1-800-2004030

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

#### c. 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

#### d. 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**

Policy Wordings – Banker's Indemnity- Sookshma Udyam

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/>

**The contact details of the Insurance Ombudsman offices are as below-**

Office Details	Jurisdiction of Office Union Territory, District)
<b>AHMEDABAD</b> Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
<b>BENGALURU</b> Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka
<b>BHOPAL</b> Office of the Insurance Ombudsman, 1st floor, "Jeevan Shikha",	Madhya Pradesh Chattisgarh.

Policy Wordings – Banker's Indemnity- Sookshma Udyam

60-B,Hoshangabad Road, Opp. Gayatri Mandir, Bhopal – 462 011. Tel.: 0755 - 2769201 / 2769202 Email: bimalokpal.bhopal@cioins.co.in	
<b>BHUBANESHWAR</b> Office of the Insurance Ombudsman, 62, Forest park, Bhubaneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@cioins.co.in	Odisha
<b>CHANDIGARH</b> Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor Batra Building, Sector 17 – D, Chandigarh – 160 017 Tel.: 0172 - 4646394 / 2706468 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana(excluding Gurugram, Faridabad, Sonapat and Bahadurgarh) Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.
<b>CHENNAI</b> Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24333678 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu, PuducherryTown and Karaikal (which are part of Puducherry).
<b>DELHI</b> Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 – 23237539 Email: bimalokpal.delhi@cioins.co.in	Delhi & Following Districts of Haryana - Gurugram, Faridabad , Sonapat & Bahadurgarh
<b>GUWAHATI</b> Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.

<b>HYDERABAD</b> Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 Email: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.
<b>ERNAKULAM</b> Office of the Insurance Ombudsman, 10th Floor, Jeevan Prakash, LIC Building, Opp to Maharaja's College, M.G.Road, Kochi - 682 011. Tel.: 0484 - 2358759 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry
<b>KOLKATA</b> Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 7th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124341 Email: bimalokpal.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
<b>LUCKNOW</b> Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 4002082/3500613 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
<b>MUMBAI</b> Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 69038800/27/29/31/32/33 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.

<b>NOIDA</b> Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
<b>PATNA</b> Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand.
<b>PUNE</b> Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-24471175 Email: bimalokpal.pune@cioins.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

## Information about Us

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