

**BUSINESS SHIELD**  
**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:**

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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 Sompo 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: FIRE AND ALLIED PERILS

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 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.

WHAT WE COVER	WHAT WE EXCLUDE
Loss or Damages directly caused to Building and its Contents by insured perils listed hereunder and subject to its not being otherwise excluded.	
Fire	i) Destruction or damage caused to the property by its own fermentation, natural heating or spontaneous combustion or its undergoing any heating or drying process ii) Burning of property insured by order of any Public Authority
Lightning	
Explosion / Implosion	iii) Explosion/implosion losses to boilers (other than domestic boilers), economizers or other vessels, machinery or apparatus (in which steam is generated) including their contents iv) Destruction or damage to property caused by centrifugal forces
Loss, destruction or damage caused by an aircraft,	Loss, destruction or damage caused by pressure waves.

other aerial or space devices and articles dropped there-from	
<p>Riot, Strike and Malicious Damage: - Visible physical Damage by external violent means directly caused to the property insured.</p> <p>If the Company alleges that the loss/damage is not caused by any malicious act, the burden of proving the contrary shall be upon the insured.</p>	<p>Damages caused by</p> <ol style="list-style-type: none"> <li>I. permanent or temporary dispossession of any building or office equipment or furniture and fixtures resulting from the unlawful occupation by any person of such building or office equipment or furniture and fixtures or prevention of access to the same.</li> <li>II. burglary, housebreaking, theft, larceny or any other such attempt or any omission of any kind of any person (whether or not such act is committed in connection with the disturbance of public peace or any malicious act.</li> <li>II. total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind</li> <li>V. terrorism damage as mentioned In Terrorism damage exclusion warranty under General Exclusions</li> </ol>
Impact Damage by any rail/road vehicle or animal by direct contact	Damage by vehicle/animals belonging to, or under Your control of or owned by You or Your Employees while acting in the course of Your employment
Subsidence and landslide including rockslide: damage caused by subsidence of the part of site on which the insured property stands or landslide/rockslide	<p>Damages caused by :-</p> <ol style="list-style-type: none"> <li>i) normal cracking, settlement or bedding of new structures.</li> <li>ii) settlement or movement of made up ground.</li> <li>iii) coastal or river erosion.</li> <li>iv) defective design or workmanship or use of defective material</li> <li>v) demolition, construction, structural alteration or repair of any property or ground work or excavation.</li> </ol>
Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation	
Bursting and overflowing of water tank, apparatus and pipes	
Missile testing operations.	



Leakage from automatic sprinkler installations.	Loss, destruction or damage caused by i) Repairs or alteration to Your building / premises. ii) Repairs, removal or extension of the sprinkler installation. iii) Defects in construction known to You
Bush Fire	Loss, Destruction or Damage caused by forest fire
Earthquake – Fire and Shock	
	Expenses necessarily incurred on Architect, Surveyor and Consulting Engineer's fees and Debris Removal following damage to property insured by an insured peril in excess of 3% and 1% of the claim amount respectively.
	Loss, destruction or damage to the stocks in cold storage unit caused by change of temperature
	Loss, destruction damage to any electrical machine, apparatus fixture or fittings arising from or occasioned by overrunning excessive pressure short circuiting , arcing, self heating or leakage of electricity from whatever cause (lightning included) provided that this exclusion will apply only to the particular electrical machine, apparatus, fixture or fittings which may be destroyed or damaged by fire so set up.
	Livestock or pets
	Valuables as defined under the Policy
	Loss or damage to property insured if removed to any building or place other than in which it is herein stated , except machinery and equipments temporarily removed for repairs, cleaning, renovation or other similar purposes for a Period not exceeding 60 days.
	Loss of earnings, loss by delay, loss of market or other Consequential or indirect loss or damage of any kind or description what so ever.
	Loss or damage by spoilage resulting from the retardation or interruption or cessation of any process or operation caused by operation of any perils

	covered.
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**Excess/Deductible:**

- i) 5% of claims amount for Act of God Perils (Lightning, Storm, Tempest, Flood, Inundation and the like, subsidence, landslide, rockslide ,earthquake) subject to to a minimum of Rs. 10,000/-.
- ii) First Rs. 10,000 for each and every loss arising out of other perils in respect of which You are indemnified by this Policy.

The excess shall apply per event.

Additional coverage available under this Section

**CONDITIONS APPLICABLE TO SECTION II**

- a) All insurances under this Policy shall cease on expiry of seven days from the date of fall or displacement of any building or part thereof or of the whole or any part of any range of buildings or of any structure of which such buildings forms part.

Provided such a fall or displacement is not caused by insured perils, loss or damage which is covered by this Policy or would be covered if such building, range of buildings or structure were insured under this Policy.

Notwithstanding the above, We subject to an express notice being given as soon as possible but not later than seven days of any such fall or displacement may agree to continue the insurance subject to revised rates, terms and conditions as may be decided by it and confirmed in writing to this affect.

- b) Under any of the following circumstances the insurance ceases to attach as regards the property affected unless You, before the occurrence of any loss or damage, obtain Our sanction signified by endorsement upon the Policy by us on behalf of the Company :-
  - i) If the nature of the occupation of or other circumstances affecting the building insured or containing the insured property be changed in such a way as to increase the risk of loss or damage by Insured Perils.
  - ii) If the building insured or containing the insured property becomes unoccupied and so remains for a Period of more than 30 days.
  - iii) If the interest in the property passes from You otherwise than by will or operation of law.

- c) Designation Of Property Clause:

For the purpose of determining, where necessary, the item under which any property is insured, We agree to accept the designation under which the property has been entered in Your books.

- d) Reinstatement Value Clause

"It is hereby declared and agreed that in the event of the property insured (All items other than stocks) under the within Policy being destroyed or damaged, the basis upon which the amount payable under the Policy is to be calculated shall be cost of replacing or reinstating on the same site or any other site

with property of the same kind or type but not superior to or more extensive than the insured property when new as on date of the loss, subject to the following Special Provisions and subject also to the terms and conditions of the Policy except in so far as the same may be varied hereby.”

### **Special Provisions for Reinstatement Value Clause**

1. The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to Your requirements subject to Our liability not being thereby increased) must be commenced and carried out with reasonable dispatch and in any case must be completed within 12 months after the destruction or damage or within such further time as We may in writing allow, otherwise no payment beyond the amount which would have been payable under the Policy if this memorandum had not been incorporated therein shall be made.
2. Until expenditure has been incurred by You in replacing or reinstating the property destroyed or damaged We shall not be liable for any payment in excess of the amount which would have been payable under the Policy if this memorandum had not been incorporated therein.
3. If as on the date of loss, the sum representing the cost which would have been incurred in replacement or reinstatement (if the whole property covered had been destroyed), exceeds the Sum Insured thereon or at the commencement of any destruction or damage to such property by any of the perils insured against by the Policy, You shall be considered as being Your own insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item of the Policy (if more than one) to which this memorandum applies shall be separately subject to the foregoing provision.

This Memorandum shall be without force or effect if:

- a. You fail to intimate to Us within 6 months from the day of destruction or damage or such further time We may in writing allow Your intention to replace or reinstate the property destroyed or damaged.

You are unable or unwilling to replace or reinstate the property destroyed or damaged on the same or another site

### **OPTIONAL COVER**

#### **a. CHANDELIER EXTENSION**

<b>WHAT WE COVER</b>	<b>WHAT WE EXCLUDE</b>
It is hereby agreed and declared that on payment of additional premium the coverage under Section 4A is extended to include Loss/Damage to Chandeliers due to the following perils: By Accidental external means during the process of cleaning, maintenance, handling or removal of the Chandeliers by Insured or Insured's own Employees or by Employees of any external agency under	<ul style="list-style-type: none"> <li>• Loss or damage to the Property by or due to or arising from Defective workmanship material or design, wear and tear depreciation, moth, vermin, and mildew, repairing, restoring or renovating, the action of light or atmospheric conditions or any other gradually operating cause.</li> <li>• Loss or damage whilst in transit.</li> <li>• Manufacturing defects for which the manufacturer is responsible</li> <li>• Consequential loss of whatsoever nature.</li> </ul>

<p>contract with the Insured for the purpose of cleaning and maintenance of the Chandeliers.</p>	<ul style="list-style-type: none"> <li>• Loss or damage due to Burglary, Robbery, Theft , Unexplained or Mysterious disappearance</li> <li>• Loss, destruction or damage to Chandeliers arising from or occasioned by overrunning, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity from whatever cause (lightning included).</li> <li>• Any loss or damage resulting in third party personal injury or property damage whilst the Chandeliers are being cleaned, maintained or removed within the Insured's Premises</li> <li>• Any injury or death of the Insured, his employees, contract employees ,casual workers whilst engaged in the cleaning ,maintenance in the Chandelier</li> <li>• Any loss or damage to Insured's own surrounding property caused by loss or damage to the Chandelier by accidental external means whilst being cleaned maintained or removed</li> <li>• Excess: 5% of the claim amount subject to a minimum of Rs 5000/- each claim unless specifically agreed and stated on the policy schedule.</li> </ul>
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Sum Insured under this extension shall be as specified in Policy Schedule.

Immediately upon the happening of any loss or damage, the Sum Insured under this extension shall be reduced by the amount of loss or damage, and such reduced Sum Insured shall limit the Company's liability in respect of any further losses or damages occurring during the current period of the Policy unless the Company consents upon payment of pro- rata additional premium by the Insured for the unexpired period of the Policy to reinstate the full Sum Insured.

Subject otherwise to the terms, conditions and exceptions of the policy

## SECTION 2: BUSINESS INTERRUPTION

WHAT WE COVER	WHAT WE EXCLUDE
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<p>If insured building or any other property of insured is damaged due to any peril covered under the Fire Policy and such damage causes interruption of the Business of insured the company will reimburse to the insured such financial loss caused by such interruption provided:</p> <ol style="list-style-type: none"> <li>1) Such Damage is caused at any time after payment of the premium during the period of Insurance named in the Schedule or any subsequent period in respect of which the Insured shall have paid and the Company shall have accepted the premium required for the renewal of the policy.</li> <li>2) At the time of the happening of the Damage there shall be in force a FIRE POLICY covering the interest of the Insured in the property at the premises against such Damage and that payment shall have been made or liability admitted there under. However, the Proviso shall not apply where payments is not made under FIRE POLICY, solely due to operation of a proviso in FIRE POLICY excluding liability for losses below a specified amount.</li> <li>3) The liability of the Company shall in no case exceed in respect of each item the sum expressed in the said Schedule to be insured thereon or in the whole the total sum</li> </ol>	<p>No claim under this policy shall be Payable unless the terms of this condition have been complied with and in the event of non- compliance therewith in any respect, any payment on account of the claim already made shall be repaid to the Company forthwith.</p> <p>In no case whatsoever shall the Company be liable in respect of any claim under this Policy after the expiration of :</p> <ol style="list-style-type: none"> <li>a) One year from the end of the period of indemnity or if later.</li> <li>b) Three months from the date on which payment shall have made or liability admitted by the Insurers covering the Damage giving rise to the said claim, unless the claim is the subject of pending action or Arbitration.</li> </ol>
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<p>insured hereby or such other sum or sums as may hereafter be substituted there for by memorandum duly signed by or on behalf of the Company.</p>	
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### **SPECIFIC EXCLUSIONS**

1. The insurance by this Policy shall cease if:

a) the business be wound up or carried on by a Liquidator or Receiver or Permanently discontinued

or

b) the Insured's interest ceases otherwise than by death

or

c) any alteration be made either in the business or in the premises or property therein where by the risk of Damage is increased, at any time after the commencement of this insurance, unless its continuance be admitted by memorandum signed by or on behalf of the Company.

2. Notice shall be given to the company of alteration in existing blocks, addition of new blocks and or premises and / or deletion of existing blocks and / or premises during the currency of the Policy to enable the company to determine whether the basis rate of the policy undergoes a change as a result of such inclusions/ exclusions and to effect necessary adjustments in the premium under this policy.

3. On the happening of any Damage in consequence of which a claim is or may be made under this policy, the insured shall:
- a) Forthwith give notice thereof to the Company
  - b) With due diligence do and concur in doing and permit to be done all things which may be reasonably practicable to minimize or check any interruption of or interference with the business or to avoid or diminish the loss.
  - c) Not later than thirty days after the expiry of the period of Indemnity or within such further time as the Company may in writing allow, at his own expense deliver to the company in writing a statement setting forth particulars of his claim together with details of all other Insurances (if any) covering the damage or any part of it or consequential loss of any kind resulting there from.
  - d) At his own expense produce or procure and give to the Company such books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs, information, explanation and other evidence as may reasonably be required by or on behalf of the Company for the purpose of investigating or verifying the claim together with a declaration on oath or in other legal form of the Truth of the claim and of any matters connected therewith.

No claim under this policy shall be Payable unless the terms of this condition have been complied with and in the event of non- compliance therewith in any respect, any payment on account of the claim already made shall be repaid to the Company forthwith.

4. In no case whatsoever shall the Company be liable in respect of any claim under this Policy after the expiration of :
- c) One year from the end of the period of indemnity or if later.
  - d) Three months from the date on which payment shall have made or liability admitted by the Insurers covering the Damage giving rise to the said claim, unless the claim is the subject of pending action or Arbitration.

5. This Policy and the Schedule annexed (which forms an integral part of this Policy) shall be read together as one contract, and words and expressions to which specific meanings have been attached in any part of this Policy or of the Schedule shall bear such specific meanings wherever they may appear.
6. This insurance does not cover any loss resulting from damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely:-
- a) War, Invasion, act of foreign enemy, hostilities or Warlike Operations (whether war be declared or not), Civil War.
  - b) Mutiny, Civil Commotion assuming the proportion of or amounting to a popular-rising, military rising, insurrection, rebellion, revolution, military or usurped power.
  - c) In any action suit or other proceeding where the company alleges that by reason of the provision of this condition any loss or damage is not covered by this Insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.
7. 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 for the unexpired period from the date of such loss to the expiry of period of Insurance for the amount of such loss shall be payable by the Insured to the company.

The additional premium referred above shall be deducted from the net claim amount payable under the Policy. This continuous cover to the full extent will be available notwithstanding any previous loss for which the company may have paid hereunder and irrespective of the fact whether the additional premium as mentioned above has been actually paid or not following such loss. The intention of this condition is to ensure continuity of the cover to the Insured subject only to the right of the company for deduction from the claim amount when settled of pro-rata premium to be calculated from the date of loss till expiry of the Policy.

Notwithstanding what is stated above, the Sum Insured shall stand reduced by the amount of loss in case the Insured, immediately on occurrence of loss, exercises his option not to reinstate the Sum Insured as above.



**Indemnity Period:**

It is not permissible to issue a policy with an Indemnity Period commencing at a date later than the date of the damage except for a business which is silent, in which case the commencing date of Indemnity may be made to coincide with the date on which the business would have started.

It is also not permissible to alter the indemnity period during the currency of the Policy.

**Material Damage Proviso:**

Every insurance must contain a provision that at the time of the happening of the damage there shall be in force an insurance covering the interest of the insured in the property at the premises against such damage and that payment shall have been made or liability admitted therefor under such insurance. However, this Provision shall not apply where payment is not made under Fire Policy except due to operation of a proviso in Fire Policy excluding liability of losses below a specified amount.

The proviso shall also not apply to property on which the Insured have no direct insurable interest and which they cannot be reasonably expected to insure.

**Return of Premium:**

i) The full premium for the selected sum insured based on estimated Gross Profits shall be chargeable under all Consequential Loss (Fire) Policies in advance.

ii) Where it is desired to provide for the Return of premium for the actual Gross Profits being lower than the selected sum insured, the following clause should be used:

“If the insured declares at the latest twelve months after the expiry of any period of Insurance, that the Gross Profits earned (or a proportionately increased multiple thereof where the maximum Indemnity Period exceeds 12 months) during the accounting period of 12 months most nearly concurrent with any period of insurance, as certified by the Insured’s Auditors, was less than the Sum Insured thereon, a pro-rata return of premium not exceeding 50% of the premium paid on such Sum Insured for such period of insurance shall be made in respect of the difference. Where however the declaration is not received by the Company within twelve months after the expiry of the period of insurance no refund shall be admissible.

If any damage has occurred giving rise to claim under this Policy, such return shall be made in respect only of said difference as is not due to such damage.”

iii. Similar Clause in respect of “Wages” cover under Rules 3(a) and (b) of Section II should be used by substituting the words “Actual Wages Paid” for the words “Gross Profit Earned” in the third line of the above Clause.

iv. In exceptional circumstances, Head Office of TAC may permit, on specific applications from the Insurers, Return of Premium upto a maximum of 75 percent under the above Clause, on the merits of each case.

### SECTION 3: BURGLARY

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

1. **Burglary:** It means the unforeseen and unauthorized entry to or exists 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</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</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</li> </ul>

<p>entry or exist from the premises up to 5% of limits of liability subject to a limit of Rs 10000/- only</p>	<p>on or about your premises is or is alleged to be in any way concerned or implicated</p> <ul style="list-style-type: none"> <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>
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### **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.

### **SPECIAL CONDITION**

**Reinstatement of Limits of Liability:** Immediately upon the happening of any Loss or damage under the policy, the Limit of Liability stated in the schedule of the affected category of assets, shall be reduced by the loss/damage amount and such reduced limit of liability shall be the limit in respect of any further damage occurring during the current period of insurance unless we give our consent upon payment of additional premium to reinstate the said limit of liability.

### **SECTION 4: MONEY INSURANCE**

<b>WHAT WE COVER</b>	<b>WHAT WE EXCLUDE</b>
<p>The ambit of this cover is:</p> <ol style="list-style-type: none"> <li>Loss of Money in Transit, by you or your authorised representative(s) including employees occasioned by Robbery, Theft or any other fortuitous cause.</li> <li>Loss of Money by Burglary, Housebreaking, Robbery or Hold-up whilst in premises during business hours or in Safe(s), Strong Room(s) at business premises outside business hours.</li> <li>Loss of money due to fraud or dis</li> </ol>	<p>We will not be liable for:</p> <ol style="list-style-type: none"> <li>Shortage due to error or omission.</li> <li>Loss of money entrusted to any person other than the insured, or authorized employee/representative than the one nominated by Insured.</li> <li>Loss of Money where and or damage to property when you or your authorised representative(s)/employee is involved as principal or accessory except loss due to fraud or dishonesty of Cash carrying person who is your authorised representative/ employee</li> </ol>

<p>honesty of cash carrying person who is your authorized representative / employee occurring whilst in transit and discovered within 48 hours*</p> <p>from the time of collection of money by your employee/authorized representative.</p> <p>4. Loss of personal Money or damage to clothing and personal effects sustained by any of your employee as a result of robbery or hold up or any attempted threat in the course of their duties for you subject to our maximum liability being restricted to the limit stated in the policy schedule.</p> <p>5. Loss of or damage caused by Burglary, Housebreaking, Robbery or Hold up, to your Safe, Strong room or Cash boxes or franking machines or cash bag or waist coat when such are used for the carriage of Money subject to our maximum liability being restricted to the limit stated in the policy schedule.</p> <p>It is provided that Our liability in respect of clause 3) and 4) will be there only if we have accepted the liability under clause 1) or 2).</p>	<p>occurring whilst in transit and discovered within 48 hours.</p> <p>We will not be liable for:</p> <p>i) Shortage due to error or omission.</p> <p>ii) Loss of money entrusted to any person other than the insured, or authorized employee/ representative than the one nominated by Insured.</p> <p>iii) Loss of Money where and or damage to property when you or your authorised representative(s)/employee is involved as principal or accessory except loss due to fraud or dishonesty of Cash carrying person who is your authorised representative/ employee occurring whilst in transit and discovered within 48 hours.</p> <p>iv) Loss occurring on the Premises after business hours unless the Money is in a locked Safe or Strong room.</p> <p>v) Loss occasioned by Riot, Strike and Malicious damage and Terrorism unless specified in the Schedule.</p> <p>vi) 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 exclusion, an act of terrorism means an act or series of acts, 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), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable</p>
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	<p>national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes. This exclusion also includes loss, damage, cost or expense 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 the above.</p> <p>vii) Money carried under contract of affreightment and theft of Money from any unattended vehicle.</p> <p>viii) Loss directly or indirectly occasioned by or happening through or in consequence of war and war like situation, Invasion, act of foreign enemy, hostilities (whether war be declared or not), Civil war, rebellion, revolution, insurrection, Military or usurped power, Confiscation, nationalisation, or loot pillage in connection herewith.</p> <p>ix) Any Loss arising from or in consequence of requisition by or under order of any Public Authority.</p> <p>a) Any loss destruction or damage, to any property whatsoever or any loss or expenses whatsoever, resulting or arising therefrom or any consequential loss, and any legal liability of whatsoever nature, directly or indirectly caused by or contributed to by or arising from ionising radiation or contamination by radioactivity, from any source whatsoever. And any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiation or contamination</p>
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	<p>by radioactivity from any source whatsoever.</p> <p>b) Any loss, destruction, damage or legal liability, directly or indirectly caused by or contributed to by or arising from Nuclear weapons Material.</p> <p>x) Damage caused by wear &amp; tear and depreciation.</p> <p>xi) Consequential loss of any kind or description including any reduction of market value beyond cost of repair or replacement.</p> <p>xii) Loss of Money and/or other property abstracted from safe following the use of key to the said safe or any duplicate thereof belonging to you unless such key has been obtained by assault or violence or any threat thereof.</p> <p>xiii) Soiled, torn or damaged money.</p> <p>xiv) Loss of money in transit by post or courier services.</p> <p>xv) Loss of money due to any misfeasance, malfeasance or nonfeasance or breach of trust in relation to money by the Insured.</p>
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\*The time of 48 hours is inclusive of weekly holidays or other National/State/Local holidays.

### LOSSES EXCLUDED

This cover shall not indemnify loss of or damage to property caused by any or all of the following:-

1. loss by seizure or legal or illegal occupation.
2. loss or damage caused by:
  - voluntary abandonment or vacation,
  - confiscation, commandeering, nationalisation, requisition, detention, embargo, quarantine, or any result of any order of public or government authority, which deprives the Insured of the use or value of its property.
3. loss or damage arising from acts of contraband or illegal transportation or illegal trade;
4. loss or damage directly or indirectly arising from or in consequence of the seepage and or discharge of pollutants or contaminants, which pollutants and contaminants shall include but not

be limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment;

5. loss or damage arising directly or indirectly from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind;

6. loss or damage arising directly or indirectly from or in consequence of asbestos emission, release, discharge, dispersal or escape or asbestos exposure of any kind;

7. any fine, levy, duty, interest or penalty or cost or compensation/damages and/or other assessment which is incurred by the Insured or which is imposed by any court, government agency, public or civil authority or any other person;

8. loss or damage by electronic means including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon. This exclusion shall not operate to exclude losses (which would otherwise be covered under this Policy) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile;

9. loss or damage caused by vandals or other persons acting maliciously or by way of protest or strikes, labour unrest or riots;

10. loss or increased cost occasioned by any public or government or local or civil authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any property insured hereunder;

11. any consequential loss or damage, loss of use, delay or loss of markets, loss of income, depreciation, reduction in functionality, or increased cost of working;

12. loss or damage caused by factors including but not limited to cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service;

13. loss or increased cost as a result of threat or hoax;

14. loss or damage caused by or arising out of burglary, house - breaking, looting, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any action taken in respect of an act of sabotage and/or terrorism;

15. loss or damage caused by mysterious disappearance or unexplained loss;

16. loss or damage directly or indirectly caused by mould, mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health;

17. total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind;

18. Any loss due to fines or damages for breach of contract, or penalties of whatever nature;



19. Any infidelity, fraudulent, dishonest or criminal act by any director, officer or trustee of the Insured whether acting alone or in collusion with others;
20. Any debt, insolvency or commercial failure, whether to provide bond or security or otherwise, or any other financial cause of any party or person whatsoever.
21. loss or damage caused by Civil Commotion, Insurrection, Revolution or Rebellion, Mutiny and/or Coup d'Etat and Civil War except as may be insured specifically under any Political Violence Extension to this cover;
22. Third party liability howsoever arising except as may be insured specifically under any Third-Party Liability Extension to this cover.

**Special condition :**

**1. Maintenance of Books and Keys:**

You will keep a complete account/record of Money contained in the Safe or Strong room and/or at any other place under lock and key on daily basis. This complete account of money shall be deposited in a secured place other than the Safe, strong room and the said place where Money is kept and be produced as documentary evidence of the claim under the Policy. The keys of the Safe, Strong room or the said place shall not be left on the premises out of business hours unless the premises are occupied by you or any of your authorised employee in which case such keys if left on the premises shall be deposited in a secure place not in the vicinity of the safe, strong room or the place containing the Money.

2.This policy will cover the Occasional increase in single carrying limit subject to written intimation provided by the insured to the company and subject to acceptance of the same by the company. Acceptance or rejection at the sole discretion of the underwriter.

3.This policy will cover Loss of money whilst in transit in the custody of insured / authorized employee for period exceeding 48 hrs subject to written intimation provided by the insured to the company and subject to acceptance of the same by the company. Acceptance or rejection at the sole discretion of the underwriter .

4.The provisional premium is collected basis estimated annual turnover which is subject to be adjustment at the end of the policy period based on declaration of actual annual turnover during the year and the difference in premium should be collected / refunded. However, the refund under the policy should not exceed 50% of the premium collected.

5. This policy will cover Infidelity of the employees discovered beyond 48 hours subject to written intimation provided by the insured to the company and subject to acceptance of the same by the company. Acceptance or rejection at the sole discretion of the underwriter.

## **SECTION 5: 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.
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**

<b>WHAT WE COVER</b>	<b>WHAT WE EXCLUDE</b>
<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 specifically excluded, in a manner</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> <p>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;</p> <p>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;</p> <p>c) loss or damage as a direct consequence of the continual influence of operation</p>

<p>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.</p>	<p>(e.g. wear and tear, cavitations, erosion, corrosion, incrustation) or of gradual deterioration due to atmospheric conditions;</p> <p>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;</p> <p>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;</p> <p>f) loss or damage for which the manufacturer or supplier of the insured items is responsible either by law or under contract;</p> <p>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;</p> <p>h) consequential loss or liability of any kind or description;</p> <p>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);</p> <p>j) aesthetic defects, such as scratches on painted polished or enamelled surfaces.</p> <p>In respect of the parts mentioned under i) and j)</p>
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	<p>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.</p>
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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 (b) 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**

WHAT WE COVER	WHAT WE EXCLUDE
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<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>
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## **SPECIAL PROVISIONS FOR SUB SECTION II**

### **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**

WHAT WE COVER	WHAT WE EXCLUDE
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<p>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>	<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> <li>b) orders or measures imposed by any public authority,</li> <li>c) expansion and improvements of the equipments,</li> <li>d) Lack of funds causing delay in repairs or replacement of damaged equipments,</li> </ol> </li> <li>4. Any other consequential loss such as loss of market or interest.</li> </ol>
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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 6: Machinery Breakdown

WHAT WE COVER	WHAT WE EXCLUDE
<p>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 and customs duties, if any, and erection costs. The company will at its own option by payment or reinstatement or repair indemnify the Insured against unforeseen and sudden physical damage by any-cause not hereinafter excluded to any insured property specified in the attached schedule (s) whilst in the premises therein mentioned necessitating its immediate repair or replacement. This Policy shall apply to the insured items after successful completion of their performance/acceptance tests, whether they are at work or at rest, or being dismantled for the purpose of cleaning or overhauling, or in the course of the 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 the aggregate in any one period of Insurance the Sum Insured set against such item in the attached schedule(s), unless the Sum Insured under such item is reinstated after occurrence of a claim for balance period</p>	<p>1. Loss, damage and/or liability caused by or arising from or in consequence, directly or indirectly of fire including extinguishments of a fire or clearance of debris and dismantling necessitated thereby smoke, soot, aggressive substance, lightning explosion of any kind (other than bursting or disruption of turbines, compressors, cylinders of steam engines, hydraulic cylinders or flywheels or other apparatus subject to centrifugal force, internal pressure) theft, collapse of building, subsidence, landslide, rockslide, water which escapes from water containing apparatus, flood, inundation, storm, tempest, earthquake, volcanic eruption or other Acts of God, impact of land borne or water borne or airborne craft or aerial devices and/or articles dropped there from. Any loss or damage by fire within the electrical appliances and installation insured by this Policy arising from or occasioned by overrunning, excessive pressure, short circuiting, arcing, self heating or leakage of electricity from whatever cause (lightning included) is covered; provided that this extension shall apply only to the particular electrical machine; apparatus fixtures fittings or portions of the electrical installation so affected and not to other machines apparatus fixtures fittings or portions of the electrical equipment which may be destroyed or damaged by fire so set up.</p> <p>2. Loss, damage and/or liability caused by or arising from or in consequence, directly of:</p>

	<p>a) War, invasion, Act of foreign enemy, Hostilities or war like operations (Whether war be declared or not). Civil war, rebellion, revolution, Insurrection, Mutiny, Riot, Strike, Lockout and Malicious Damage, Civil Commotion, Military or Usurped Power, Martial Law, Conspiracy, Confiscation, Commandeering by a group of malicious persons or persons acting on behalf of or in connection with any political Organisation, Requisition, or Destruction or damage by order of any Government de jure or de facto or by any Public, Municipal or Local Authority.</p> <p>(b) Nuclear reaction, nuclear radiation or radioactive contamination.</p> <p>3. Accident Loss/damage and/or liability resulting from overload experiments or tests requiring imposition of abnormal conditions.</p> <p>4. Gradually developing flaws, defects, cracks or partial fractures in any part not necessitating immediate stoppage, although at some future time repair or renewal of the parts affected may be necessary.</p> <p>5. Deterioration of or wearing away or wearing out of any machine caused by or naturally resulting from normal use or exposure.</p> <p>6. Loss, damage and/ or liability caused by or arising out of the willful act or willful neglect or gross negligence of the insured or his responsible representatives.</p> <p>7. Liability assumed by the insured by agreement unless such liability would have attached to the insured notwithstanding such</p>
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	<p>agreement.</p> <p>8. Loss, damage and/or liability due to faults or defects existing in at the time of commencement of this insurance and known to the Insured or his responsible representatives but not disclosed to the Company.</p> <p>9. Loss of use of the Insured's plant or property or any other consequential loss incurred by the Insured.</p> <p>10. Loss, damage and /or liability due to explosion in chemical recovery, Boilers, other than pressure explosion for eg. Smelt, chemical, ignition, Explosion etc.</p>
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## EXCLUSIONS

### THE COMPANY SHALL NOT BE LIABLE UNDER THIS POLICY IN RESPECT OF:

1. The Excess, as stated in the Schedule, to be first borne by the insured out of each and every claim; where more than one item is damaged in one and the same occurrence, the insured shall not, however, be called upon to bear more than the highest Excess applicable to any one such item;
2. Loss of or damage to belts, ropes, chains, rubber tyres, dies, moulds, blades, cutters, knives or exchangeable tools, engraved or impression cylinders or rolls; objects made of glass, porcelain, ceramics, all operating media (e.g. lubricating oil, fuel, catalyst, refrigerant, dowtherm) felts, endless conveyor belts or wires; sieves, fabrics, heat resisting and anti- corrosive lining and parts of similar nature, packing material, parts not made of metal (except insulating material) and non-metallic lining or coating of metal parts."
3. Loss or damage for which the manufacturer or supplier or repairer of the property is responsible either by law or under contract; In any action, suit or other proceeding where the Company alleges that by reason of the exceptions or exclusions above, 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.

### **Basis of Indemnity:**

- a) In cases where damage to an insured item can be repaired, the Company will pay expense 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 for

- 1) Wear and tear parts and
- 2) Parts for which manufacturers have specified a fixed life for use and the like but the value of any salvage will be taken into account. If the cost of repairs as detailed herein above 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 (b) below.

b) 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 maker's 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 Policy. 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.

If the Sum Insured is less than the amount required to be insured as per Provision 1 herein above, 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 the necessary bills and documents that the repairs have been effected or replacement have taken place, as the case may be. The company may, however, not insist for the bills and the documents in case of total loss where the insured is unable to replace the damaged equipments for the reasons beyond their control. In such case claims can be settled on indemnity Basis.

## SECTION 7: ALL RISK INSURANCE

WHAT WE COVER	WHAT WE EXCLUDE
<p>Loss or Damage to interest insured by any accidental &amp; fortuitous causes, unless specifically excluded, during the period of insurance</p> <p><u>Limit of Liability:</u> - Our maximum liability in respect of each item shall be the sum insured thereon or in the whole the total sum insured.</p> <p><u>Single interest limit</u></p> <p>Unless specifically and separately stated, our liability in respect of each article or pairs of articles shall not exceed 25% of the total sum insured under this policy.</p>	<ul style="list-style-type: none"> <li>i) Damage due to moths, vermin, mildew or inherent defect, wear and tear, gradually operating cause.</li> <li>ii) Damage during any process like bleaching, dyeing, heating, drying etc</li> <li>iii) Over winding denting or internal damage of watches or clocks.</li> <li>iv) Mechanical or Electrical derangement/ breakdown of any article unless caused by accidental external means.</li> <li>v) Fire arms by rusting, bursting.</li> <li>vi) Damage due to cracking or scratching of interests such as but not limited to household goods, foodstuff, domestic appliances, crockery, glass etc..</li> <li>vii) Loss due to theft from any unattended vehicle.</li> <li>viii) Loss due to theft in connivance with you or your family</li> <li>ix) Damage to interests with difference in intrinsic and commercial value, viz. money, securities, manuscripts, deeds, bonds, bills of exchange, promissory notes, stocks or share certificates, stamps and travellers cheques and the like unless specifically declared and agreed to be insured.</li> <li>x) Any living creature.</li> </ul>



	<p>xi) Loss directly or indirectly occasioned by or happening through or in consequence of war, Invasion act of foreign enemy, hostilities (whether war be declared or not), Civil war, rebellion, revolution, insurrection, Military or usurped power, Confiscation, nationalisation, or any such action</p> <p>xii) Loss or damage due to any action from Public Authority.</p> <p>xiii) Nuclear and nuclear group of perils.</p> <p>xiv) Consequential loss of any nature</p>
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## SPECIAL CONDITIONS

### 1. Reinstatement of Sum Insured

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

### 2. Indemnity

We may at our option reinstate, replace or repair the property damaged or pay the amount of Loss/damage.

The basis of settlement will be as agreed at the time of insurance. In case of valuables, the valuers' certificate will be required.

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

If the value of the property insured under this Policy (as of new) shall at time of Loss be greater value than the Sum Insured thereon, then you will be considered as being your own Insurer for the difference and shall bear a rateable proportion of loss accordingly. Every item more than one in the Policy, shall be separately subject to this condition.

## SECTION 8: PLATE GLASS AND NEON SIGNS/GLOW SIGNS

WHAT WE COVER	WHAT WE EXCLUDE
<ol style="list-style-type: none"> <li>Any sudden, unforeseen, accidental loss or damage to Plate Glass/Neon Signs/Glow Signs.</li> <li>Damage to frame and framework of any description following breakage of Glass and/or Neon Boards/glow signs as specified in the policy</li> <li>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 of the Glass under this Section.</li> </ol>	<ol style="list-style-type: none"> <li>Breakage or damage during removal, alteration and repairs carried out at Your premises</li> <li>Scratching other than the fracture extending through the entire thickness of Plate Glass</li> <li>Damage or breakage to Plate Glass or Neon Signs, Glow Signs which are not securely fixed.</li> <li>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 implicated.</li> <li>Any loss or damage for which the manufactures or supplier is responsible.</li> <li>Any costs incurred in connection with the elimination of electrical /mechanical breakdown/ failures unless such failures were caused by an indemnifiable event</li> <li>Loss or damage caused by sun, rain, hail or climatic or atmospheric conditions, depreciation, wear &amp; tear deterioration.</li> <li>Fusing or burning out of bulbs and/or tubes howsoever caused</li> </ol>

## SECTION 9: FIDELITY GUARANTEE

WHAT WE COVER	WHAT WE EXCLUDE
<p>Loss of property or money as a direct result of employee dishonesty if:</p> <ul style="list-style-type: none"> <li>You are able to identify which employee is responsible</li> <li>The employee dishonesty is committed within the retroactive period and during the course of the employment, provided that the policy has been renewed with Us continuously without break</li> <li>First discovered during the period of insurance or within 12 months of expiry/cancellation of the policy.</li> <li>The loss is reported to the police immediately upon discovery</li> </ul>	<p>a) Any loss caused by a particular employee that occurs after:</p> <ul style="list-style-type: none"> <li>You became aware of an act of employee dishonesty by that employee: or</li> <li>You suspect that employee has committed an act of employee dishonesty</li> </ul> <p>b) Any loss resulting directly or indirectly from trading in securities: whether in your name and whether in a genuine or fictitious account</p> <p>c) Any act of employee dishonesty committed by a person whom you knew to be dishonest</p> <p>d) any consequential losses of any kind, be they by way of loss of profit, any loss not reflected in your books of account, loss of opportunity, business interruption, market loss, loss of gain or potential income or gain which should have accrued to you (including but not limited to interest and dividends), or otherwise;</p> <p>e) any legal liability of any kind</p> <p>f) any fraudulent or dishonest act of an Employee not discovered within 12 months of the date upon which such Employee ceased to be an employee of the Insured for any reason;</p> <p>g) Any loss sustained before the retroactive date or more than 2 years before the date of first discovery, whichever may be later</p>

**Extra Benefits:****1.Accountants costs:**

If we agree to pay a claim we will reimburse you for fees payable by you to external auditors if they are reasonably and necessarily incurred to substantiate the claim.

The maximum amount payable under this item shall be limited to 5% of claim amount subject to a maximum of Rs 10,000/-

**Basis of Loss Payment**

1. If a loss is sustained by you as a result of the fraudulent or dishonest conduct of a named Employee and/or persons comprising a category of Employees and other employees, then our liability shall stand reduced in the same proportion as the number of named Employees and/or categories of Employees bears to the number of employees involved in causing the said loss.
2. If a loss is sustained by you as a result of the fraudulent or dishonest conduct of a member of a category of Employees, and the actual number of Employees in such category exceeds the number of employees noted in the Schedule against such category, then our liability shall stand reduced in the same proportion as the number of Employees in such category bears to the actual number of employees in such category. See suggested wording below

If a loss is sustained by you as a result of the fraudulent or dishonest conduct of any employee(s) and the actual number of total employees or employees in relevant category, as the case may be, exceeds the number of employees noted in the schedule, then our liability shall stand reduced in the same proportion as the number of Employees insured bears to the actual number of employees.

3. Any monies which, but for the dishonest or fraudulent conduct of the Employee concerned, would have been payable to such Employee by the Insured and any monies of such Employee with the Insured (or which may come into the custody, care or control of the Insured) shall be applied by the Insured, to the extent it is legally entitled to do so, against the amount payable by us in diminution or extinction of any loss.
4. In no event we shall be liable under this Policy for more than the actual cash value of money, bullion, travellers cheques, negotiable instruments, bearer bonds or coupons, stamps, cheques, bank or currency notes or similar instruments on the day upon which the loss is discovered.

**5. Claims Aggregation:**

All claims and losses resulting from one and the same fraudulent or dishonest act; or a series of fraudulent or dishonest acts arising out of or attributable to the same originating cause, source or event, shall be deemed to be one claim subject to a single Employee Sum Insured under this Policy.

## **6. Employees**

No persons other than Employees shall be covered under this Policy unless and until a person's name or a category of employees has been notified in writing to us, any additional premium due has been paid and our agreement to extend cover has been indicated by it issuing an endorsement confirming the addition of such employee or category as an Employee.

Normally FG policies exclude casual employees or employees not engaged in business/trade, is the intention to cover such employees also. This exclusion should be mentioned in the definition of employees, give a definition of employee in the beginning of the policy.

## **SECTION 10: 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>• Payment of compensation in respect of death or injury as a consequence of or resulting in</li> <li>• natural Death</li> <li>• committing or attempting suicide, intentional self-injury.</li> <li>• whilst under influence of intoxicating liquor.</li> <li>• drug addiction or alcoholism.</li> <li>• whilst engaged in any adventurous sports and/or hazardous activities.</li> <li>• committing any breach of law with criminal intent.</li> <li>• pregnancy including child birth, miscarriage, abortion or complication arising there from.</li> <li>• participation in any naval, military or air force operations.</li> <li>• venereal or sexually transmitted diseases.</li> <li>• HIV and or related illness</li> </ul>

	<ul style="list-style-type: none"> <li>• curative treatments or interventions</li> <li>• War, Civil War, invasion, act of foreign enemies, revolution, insurrection, mutiny, military or usurped power, seizure, capture, arrest, restraint, or detainment, confiscation, or nationalisation or requisition by or under the order of any government or public authority.</li> <li>• Consequential loss of any kind and/or any legal liability</li> <li>• War, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, mutiny military or usurped power, confiscation, seizure, capture, assault, restraint, nationalisation, civil commotion or loot or pillage in connection therewith.</li> <li>• Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exclusion, combustion shall include any self-sustaining process of nuclear fission.</li> <li>• The radioactive, toxic, explosive or the hazardous properties of any nuclear assembly or nuclear component.</li> </ul>
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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



<b>Benefit 3. Permanent Partial Disability</b>	
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
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 Practioner appointed by us

## **SECTION 11: PUBLIC LIABILITY**

### **Definitions:**

#### **1. Defence Costs:**

Defence Costs means the expenses incurred by you or on your behalf, in the investigation or settlement or defence 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 (b) Third Party injury/death 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 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)</p>	<ol style="list-style-type: none"> <li>Any liability arising out of a contractual obligation.</li> <li>Any Liability arising out of wilful or intentional non-compliance of any statutory regulations.</li> <li>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</li> <li>Consequential loss of any kind</li> <li>Any Liability arising out of Libel, slander, false arrest, wrongful eviction, wrongful detention, defamation including mental injury, shock resulting there from.</li> <li>Liability arising out of Vehicles covered under Indian Motor Vehicle Act.</li> <li>Damage to property belonging to third parties that is rented, leased or under hire – purchase agreement or on loan to you</li> <li>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.</li> <li>Pollution of any kind</li> <li>Any Liability under the Public Liability Insurance Act which attaches liability on a no fault basis</li> <li>Product Liability</li> <li>Any claim directly or indirectly connected to earthquake, typhoon, cyclone, flood or other convulsions of nature or atmospheric disturbances.</li> <li>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.</li> <li>Liability arising out of loss of pure financial nature such as loss of goodwill, loss of market etc.</li> </ol>

	<p>15. Liability arising out of infringement of plans, copyright, patent, trade name, trade mark, registered design.</p> <p>16. Liability arising out of the ownership, possession or use by or on behalf of You of any aircraft, watercraft or hovercraft.</p> <p>17. The transportation of materials and/or hazardous or dangerous substances outside the Insured's Premises.</p> <p>18. Any Claim made where the circumstances that exist are materially different to the circumstances represented by the Insured in the proposal.</p>
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### Conditions Applicable to 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.

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.

## SECTION 12: BAGGAGE INSURANCE

WHAT WE COVER	WHAT WE EXCLUDE
Accidental Loss of, destruction of or damage caused to personal baggage whilst being carried by You and/or employee anywhere in the world	<p>1.Loss or damage due to cracking, scratching and/or breaking of lens or glass whether part of China clay, Marble or other articles of a brittle or fragile nature unless such loss or damage arises from an accident to a vessel, train, motor vehicle? or other mechanised vessel by which such baggage is conveyed.</p> <p>2. Loss or damage by or any process of cleaning ,dyeing ,repairing or restoring to which the baggage is subjected.</p> <p>3..Loss or damage caused by moth,mildew or vermin.</p> <p>4.Damage due to faults/defects existing at the commencement of this insurance and known to You , whether such faults/defects were known to Us or not and any willful act or negligence of You or Your employees Loss or damage caused by mechanical</p>

	<p>derangement or over winding watches and clock.</p> <p>5.Theft of unattended baggage or mysterious disappearance unless it is stolen from securely locked vehicle.</p> <p>6.Loss or damage whilst being conveyed by any carrier under contract of affreightment.</p> <p>7.Loss or damage to jewellery and valuables.</p> <p>8..Loss,destruction or damage caused by or arising from the leakage, spilling or exploding of liquid ,oils or materials of like nature or articles of dangerous and damaging nature.</p> <p>9. Any tour or travel within the municipal limits of the village, town or city where you permanently reside.</p> <p>10. Damage to money, securities,manuscripts, deeds, bonds, bills of exchange, promissory notes, stocks or share certificates, stamps and travellers cheques and the like</p> <p>11. Loss directly or indirectly occasioned by or happening through or in consequence of war, Invasion act of foreign enemy, hostilities (whether war be declared or not), Civil war,rebillion, revolution, insurrection, Military or usurped power,Confiscation,nationalisation, or any such action</p> <p>12.Loss or damage due to any action from Public Authority.</p> <p>13.Consequential loss of any nature</p>
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**Basis Of settlement:**

1. In respect of partial losses where an insured article can reasonably be repaired or reinstated at a cost less than the replacement cost, we will indemnify You up to the Sum Insured in respect of the expenses necessarily and reasonably incurred to restore such item to its state immediately prior to the happening of the insured event.

2. In the case of a Total Loss, We shall indemnify You in respect of the restoration or replacement cost up to the Sum Insured, subject to the following :

- a) Single article limit Unless specifically and separately stated, our liability in respect of each article or pairs of articles shall not exceed 10% of the total sum insured under this policy.
- b) In the event of loss or damage to any article forming part of a pair or set, WE shall not be liable for more than the value of the particular part or parts which may be lost or damaged without references to any special value which such part or parts may have as forming a pair or set but in any event not exceeding a proportionate part of the sum insured in respect of the pair or set.

2. The claim shall be settled in India in Indian rupee

## SECTION 13: EMPLOYEE COMPENSATION

WHAT WE COVER	WHAT WE EXCLUDE
<p>If at any time during the Period of Insurance any Employee or Employees of the Insured shall sustain Injury by accident arising out of and in the course of his employment in the Business, for which the Insured is liable to pay compensation under any Law(s) specified in the Schedule, then the Company shall indemnify the Insured up to the Limit of Indemnity against all sums for which the Insured shall be so liable, including costs and expenses for defending any such claim incurred with the Company's consent under the following Laws.</p> <ol style="list-style-type: none"> <li>1. The Employee's Compensation Act 1923, and subsequent amendments of the said Act, prior to the date of the issue of Policy.</li> <li>2. The Fatal Accident Act 1855.</li> <li>3. Common Law</li> </ol> <p>Provided always that in the event of any change in the law(s) or the substitution of other legislation there for this Policy shall remain in force but the liability of the Company shall be limited to such sum as the Company would have been liable to pay if the law(s) had remained unaltered.</p>	<p>This Policy shall not cover liability of the <b>Insured</b>:</p> <ol style="list-style-type: none"> <li>a) For <b>Injury</b> caused to <b>Employee</b> by accident directly or indirectly caused by or arising from or in consequence of or attributable to war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, mutiny, insurrection, rebellion, revolution or military or usurped power, nuclear weapons material, ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.</li> <li>b) Accident occurring at any other place than the Place or Places of Employment specified in the <b>Schedule</b>, unless the <b>Employee</b> was at such other place whilst on duty for the purpose of the <b>Business</b> and on the directions of the <b>Insured</b> or any of its official authorized to exercise control and supervision over the <b>Employee</b>.</li> <li>c) For <b>Occupational Diseases</b> contracted by an <b>Employee</b> unless endorsed otherwise.</li> <li>d) For interest and/or penalty imposed on the <b>Insured</b> under any law or otherwise.</li> <li>e) Under any Law for medical expenses in connection with treatment of any <b>Injury</b> sustained by an <b>Employee</b></li> <li>g) For <b>Injury</b> sustained by person whilst in the employ of the <b>Insured</b> otherwise than in the <b>Business</b> and/or who has is not declared for insurance under this Policy.</li> <li>h) Assumed by agreement which would not have attached in the absence of such agreement</li> </ol>

	<p>i) For any sum which the <b>Insured</b> would have been entitled to recover from any party but for an agreement between the <b>Insured</b> and such party.</p> <p>j) For any accident occurring whilst the <b>Employee</b> is under the influence of intoxicating liquor or drugs.</p> <p>k) For any incapacity or death of an <b>Employee</b> resulting from his/her deliberate self-injury or the deliberate aggravation of an accidental <b>Injury</b>.</p>
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## SPECIFIC DEFINITIONS

**Injury** means physical bodily injury including death resulting from such injury arising out of an accident but does not include any mental sickness, disease, **Occupational Disease**, unless caused by such physical bodily injury.

**Occupational Disease** means any occupational disease or illness including but not limited to the diseases listed under Schedule III of the Employees' Compensation Act, 1923 contracted by an **Employee** due to employment in the **Business**.

**Wages** means the remuneration payable to an **Employee** by the **Insured** for the employment in the **Business** and includes any privilege or benefit which is capable of being estimated in money other than a travelling allowance or the value of any travelling concession or a contribution paid by the employer of an employee towards any pension or provident fund or a sum paid to an employee to cover any special expenses entailed on him by the nature of his employment;

**Employee or Employees** means such person or persons in direct employment under the **Insured** in the **Business**, but shall not include any person employed under a Contractor or Sub-Contractor of the **Insured**



Laws: The Policy covers Liability of the **Insured** under the following Law(s) shown as covered, subject to claim being otherwise admissible as per terms, conditions and exclusions of the Policy and subject to **Limit of Indemnity** as stipulated against each Law:

**Limit of Indemnity** : means the maximum amount of indemnity as specified in the **Schedule** that will be provided under this Policy by the Company in respect of

- a. Any particular claim by an **Employee** and
- b. All claims arising out of all accidents for any number of **Employees** during the **Period of Insurance**



**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:**

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. Mis-description:**

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

**5. 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@universalsompo.com>.
- d. While notifying your claim, please share your
  - 1) policy number under which you prefer to lodge your claim,

- 2) date of loss,
  - 3) place of loss,
  - 4) cause of loss
  - 5) estimate of your loss.
  - 6) Details of contact person with mobile no. and e- mail ID.
- e. Preserve the damaged or defective parts / items / assets and make them available for inspection by an official of the insurance company or surveyor /investigator appointed.
  - f. Furnish all such information / proofs and documentary evidence as the surveyor / insurance company may require processing your claim.

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

- a. Insured shall do all possible loss minimization activity to reduce further loss or aggravation of loss.
- b. Insured shall not dispose / throwing away /selling / destroying any of damaged item/salvage before inspection of loss by insurer/surveyor been appointed.
- c. Insured shall furnish all necessary documents/photographs/videos and proof / evidence in relevant to their claim to surveyor / insurance company to establish their loss.
- d. Insured shall not offer promise or assurance to any third party for their loss arising out of this incident.
- e. After receipt of all necessary claim documents, re-instatement bills and payment proofs, claim working with surveyor observation would be shared to insured by surveyor / insurance company for their understanding and concurrence.
- f. Based on the final surveyor report, claim preferred by insured would be processed and concluded for settlement.
- g. Post notification of a claim, Insured would be followed for the basic settlement documents or clarification on the discrepancy observed on the basic settlement documents. In spite of our best effort, if insured fails to 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 report / quotation/ observation/ recommendation.
- f. Police final report. (Not required for claim estimated up to ₹50,000/-).
- g. Asset 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)

• **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.

## 6. Cancellation

We may cancel this Policy by sending 15 days notice in writing by recorded delivery to You at Your last known address. You will then be entitled to a pro-rata refund of premium for the un-expired Period of this Policy from the date of cancellation, which We are liable to pay on demand.

You may cancel this Policy by sending a written notice to Us. Retention premium for the Period We were on risk will be calculated based on following short Period table and the balance(if any) will be refunded to You subject to the condition that no claim has been preferred on Us :

Period Expired	Premium to be retained
Upto 1 month	25% of annual premium
Above 1 month and upto 3 months	50% of annual premium
Above 3 months and upto 6 months	75% of annual premium
Above 6 months	100% of annual premium

The grounds for cancellation of the policy , for the insurer, can be only on the grounds of misrepresentation, non-disclosure of material facts, fraud or non-co-operation of the insured.

## **7.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 thereof 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 thereof 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.

## **8. 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.

#### **9. 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.

#### **10. 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

#### **11. 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.

#### **12. 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.

#### **13. Geographical Limits**

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

#### **14. 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**

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", 60-B, Hoshangabad Road, Opp. Gayatri Mandir, Bhopal – 462 011. Tel.: 0755 - 2769201 / 2769202 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh Chattisgarh.

<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	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.

Email: bimalokpal.hyderabad@cioins.co.in	
<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, Sonbhabdra, 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,	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,

U.P.-201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	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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