

BANKER'S INDEMNITY (PACKAGE) POLICY

DEFINITIONS

In consideration of Your having paid the premium for the Policy Period stated in the Schedule or for any further Period of Insurance for which We may accept the payment for renewal of this Policy, We will indemnify You in respect of loss directly caused by any insured event, as mentioned under the item "What We Cover" under each Section, 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 of the Policy, provided that all the terms, conditions and exceptions of this Policy, in so far as they relate to anything to be done or complied with by You, have been met.

This Policy is an evidence of the contract between You and Universal Sampo General Insurance Company Limited. The information furnished by You in the Proposal Form and the declaration signed by You forms the basis of this contract.

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 or of Schedule shall bear such meaning wherever it may appear.

General Definitions (Applicable to all Sections)

1. **You/Your :** The Bank/Entity (s) named as Insured in the Schedule
2. **We/Us/Our :** Universal Sampo General Insurance Company Limited
3. **Proposal:** 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.
4. **Policy:** Policy wording, the Schedule, the Proposal form and Endorsement / Memoranda if any.
5. **Schedule:** The document which describes You, the cover that applies, the Period of Insurance and other details of Your Policy.
6. **Sum Insured** means the sum as mentioned in the Schedule against the respective benefit(s) which represents Our maximum liability for any or all claims under this Policy during the Policy Period.
7. **Period of Insurance:** The time Period for which the contract of insurance is valid as shown in the Policy Schedule.
8. **Excess/Deductible** The amount stated in each Section in the Schedule, which shall be borne by You first, in respect of each and every loss made under this Policy. Our liability to make any payment under the Policy is in excess of the Excess/Deductible.
9. **Money:** It means Cash, current coins, Bank Notes (Signed and unsigned), Currency. Bullions, Jewellery / Ornaments, Postage and Revenue Stamps (uncancelled) and Stamp papers.
10. **Securities:** 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.

- 11. Employee:** 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.
- 12. Valuables:** 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.
- 13. Insured Premises:** The place(s) named in the Schedule from which You operate Your business
- 14. Market Value:** This is the basis of Sum Insured for stocks under this Policy. Market value for stocks means the procurement value of stocks from the same or similar source at the time of damage or Loss.
- 15. Reinstatement Value:** This is the basis of Sum Insured for all assets other than stocks under this Policy. Reinstatement Value represents the replacement value of the asset as new at time of damage or loss.
- 16. Forgery:** Illegal modification or reproduction of legal documents without knowledge/consent of the owner.

SECTION 01:

LOSS OF MONEY AND SECURITIES:

WHAT WE COVER	WHAT WE EXCLUDE
During any time in the Period of Insurance, WE will indemnify You if You shall discover any direct loss of Money and/or securities sustained: Our liability for any one loss shall be limited to the highest amount of Money equivalent to maximum one day's collection only at the largest of the or the sums mentioned in the Schedule or Sum insured chosen which ever is less. Our maximum liability in respect of any one claim shall be equal to the sum total of Basic Sum Insured under this Section and higher of the two additional Sum Insureds(for "on premises" and for "in transit") (a) On Premises:- by reason of any Money and/or securities for which You are	WE will not be liable for: 1. Any loss occasioned by or through or in consequence whether directly or indirectly of any of the following occurrences: (a) Earthquake, Volcanic Eruption, Subterranean Fire or any other convulsions of nature. (b) Flood, Inundation, Hurricane, Typhoon, Storm, Tempest Tornado, Cyclone or Atmospheric Disturbances (not applicable to mobile office); (c) War, Invasion, Act of foreign enemy, Hostilities or War-like operations (whether War be declared or not), Civil war (d) Mutiny, Military or popular rising, insurrection, rebellion, revolution, military or usurped power, martial law or stage of siege or any of the events or causes which determine the proclamation or maintenance of martial law or stage of siege.

responsible or interested in or the custody of which You have undertaken and which now are or are by You supposed or believed to be or at any time during the period of Insurance may be in or upon Your own premises (including Mobile offices) or upon the premises of Your Bankers in any recognised place of safe deposit or lodged or deposited in the ordinary course of business for exchange, conversion with the issuers thereof, or with any agents of such issuers or with any person employed to procure or manage the exchange, conversion or registration thereof, being (while so in or on such premises or so placed, lodged or deposited as aforesaid) lost, destroyed or otherwise made away with by Fire, Riot and Strike, Terrorism, Burglary or Housebreaking, Theft, Robbery or hold up whether within or without and whether by Your Employees or any other person(s) whosoever.

(b) In Transit:

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

(c) Forgery or Alteration:

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

Any loss happening during the existence of abnormal conditions (whether physical or otherwise) which are occasioned by or through or in consequence directly or indirectly of any of said occurrence shall be deemed to be loss which is not covered by this except to the extent that You shall prove that such loss happened independently of the existence of such abnormal conditions.

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

counter or through the clearing House or by Mail.

(d) Dishonesty:

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

(e) Hypothecated Goods:

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

(f) Registered Postal Sendings:

By reason of loss by Robbery, Theft or by other causes not herein excepted whilst in direct transit or intended to be dispatched by Registered Insured Post from Your office to the consignee provided that each post parcel shall be insured with the Post Office;

Provided always that Our liability for any one consignment and/or loss is limited to 10% (Ten percent) of Basic Sum Insured or Rs.50,000/- whichever is less.

(g) Appraisers:

By reason of infidelity or criminal acts on the part of the Appraisers provided that such appraisers are on the approved lists of Appraisers maintained by You and further provided that You shall exercise reasonable precaution and safeguards in the selection and appointment of such Appraisers. Provided always that OUR liability for any loss or all losses during the Period of insurance due to Infidelity or criminal acts of each of such

Appraisers will be limited to 5% (five per cent) of the basic Sum Insured under this Policy or Rs.25,000/- whichever is less.

(h) Janta Agents/Chhoti Bachat Yojna Agents/Pygmie

was involved.

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

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

a) The Sum Insured hereby:

- i) in respect of any loss or losses caused by acts and/or omissions of Your any Employee either singly or jointly with other Employees or acts and/or omissions in which such a person is concerned or implicated either as a single act and/or omission or a series of acts and/or omissions during any Period of Insurance.
- ii) In respect of any one casualty or event.

b) Subject to (a) above twice the Sum Insured hereby in respect of all losses in any one period of Insurance.

PROVISIONS

1) Excess:

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

In respect of loss under Items f,g and h of “WHAT WE COVER”, You shall bear first 25% of each loss.

2) Reinstatement:

At all times during the Period of Insurance of this Policy, the Insurance cover will be maintained to the full extent of the respective Sum Insured, in consideration of which, upon the settlement of any loss under this Policy, pro-rata premium at the basic rate for the unexpired period for the amount of such loss paid (not exceeding the respective Sum Insured) shall be payable by You to Us. The additional premium referred to above shall be deducted from the net amount payable under the Policy. The continuous cover to the full extent will be available, not withstanding any previous loss for which We may have paid hereunder and irrespective of the fact whether the additional premium as mentioned above has actually been paid or not following discovery of loss. The intention of this clause is to ensure continuity of the cover to You subject only to Our right for deduction from the claim amount when settled, of pro-rata premium to be calculated from the date of discovery of each independent loss till

expiry of the Policy under which the loss falls. Provided that Our liability will be limited to twice the respective Sum Insured during the entire period of Policy in respect of any loss or losses caused by acts and/or omissions **of any or all person(s)**. The Reinstatement Provision will not apply to such losses discovered within six calendar months from the date of non-renewal or cancellation of the Policy.

3) Retroactive Period of Cover

We shall not be liable:

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

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

4. Valuation of Securities

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

5. Valuation of Jewellery Ornaments

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

SECTION- 02:

FIRE AND ALLIED PERILS:

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, other aerial or space devices and articles dropped there-from	Loss, destruction or damage caused by pressure waves.
Riot, Strike and Malicious Damage: - Visible physical Damage by external violent means directly caused to the property insured. 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.	Damages caused by 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. 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. III. total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind IV. terrorism damage as mentioned In Terrorism damage exclusion warranty under General Exclusions
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	Damages caused by :- i) Normal cracking, settlement or bedding of new structures. ii) Settlement or movement of made up ground. iii) Coastal or river erosion. iv) defective design or workmanship or use of defective material v) Demolition, construction, structural alteration or repair of any property or ground work or excavation.
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.

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 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

Add on covers under Section II – following add on covers are available on payment of additional premium.

(i) Loss of Rent Clause

“In consideration of the payment of an additional premium of Rs....., this Policy is extended to cover the loss of rent suffered by the insured up to a maximum rent of Rs ----- per month for a Period of ----- months, when the building(s) or any part thereof covered under this Policy is unfit for occupation in consequence of its destruction or damage by the perils insured against and then the amount payable shall not exceed such portion of the Sum Insured on rent as the Period necessary for reinstatement bears to the term of the Rent Insured”.

(j) Insurance of Additional Expenses of Rent For an Alternative Accommodation

It is hereby declared that in the event of the premises described in the Policy and occupied by You, hereinafter referred to as ‘Premises’ being destroyed or damaged by any Insured Peril as to become unfit for occupation and You in consequence take up an alternative accommodation, We shall, subject to special conditions set out herein, indemnify You against the additional rent (as explained herein) which You have to bear for the Period beginning from the date of operation of any of the Insured Perils until the ‘Premises’ is rendered fit for occupation such Period not exceeding such reasonable time as is required to restore the premises with due diligence to a condition fit for occupation or the maximum indemnity Period of months whichever is earlier. Provided that Our liability shall not exceed Rs.....being the Sum Insured hereby.

Provided further that if the sum produced by applying the monthly additional rent, borne by You for the alternative accommodation to the maximum indemnity Period is more than the Sum Insured hereby, Our liability shall be proportionately reduced.

SPECIAL CONDITION –

1. The Period of Indemnity may be limited to the Period during which the original premises remain untenable as a result of occurrence of perils insured against. Indemnity Period may be selected by You subject to maximum of 3 (three) years.

2. If the area of alternative accommodation taken by You is more than the area of the Premises occupied by You, the additional rent borne by You for the purpose of this Insurance shall be deemed to be that proportion of the additional rent actually borne by the insured as the area of the Premises which was in Your occupation bears to the area of the alternative accommodation taken by You. You shall be at liberty to take alternative accommodation in any locality so long as it is within the Municipal limit of the city or town in which the Premises are situated.

EXPLANATION:

Additional Rent: If You are the Owner-Occupant, the additional rent borne by You is arrived after deducting the standard rent of the premises from the actual rent paid for the alternative accommodation. The standard rent shall be based on the rateable values fixed by the Municipal/Revenue authorities for tax purposes.

If You are a tenant only and for safeguarding Your legal tenancy rights are obliged to pay rent for the premises even during the Period when it is not fit for occupation, the additional rent borne by You is the actual rent for the alternative accommodation.

If You are a tenant and You are not obliged to pay rent for the premises during the Period when it is not fit for occupation, the additional rent borne by You is the actual rent paid for alternative accommodation taken less the rent which You were paying for the premises immediately prior to the same being damaged or destroyed by Insured Peril and rendered unfit for occupation.

Terrorism Damage Cover

"It is hereby declared and agreed that in consideration of payment of additional premium of Rs. _____, the Terrorism Damage Exclusion Warranty forming part of the within mentioned Policy stands deleted. The expression/s "Terrorism and/or Act of Terrorism" shall have the same meaning/s as contained in Terrorism Damage Exclusion Warranty.

This endorsement does not cover loss of or damage caused by

- A) I. total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.
- II. Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority.
- III. Permanent or temporary dispossession of any building or plant or unit of machinery resulting from the unlawful occupation by any person of such building or plant or unit or machinery or prevention of access to the same.
- IV. Burglary, housebreaking, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any action taken in respect of an act of terrorism.
- B) loss or 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 We allege 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 You.

The limit of coverage under this endorsement shall not exceed Rs. _____ (*insert here the overall liability limit for Material Damage + Loss of Profit*). In respect of several Insurances within the same compound / location with all the Indian insurers, the maximum aggregate loss (MD+LOP) payable per compound /location shall be Rs.600 crores. If the actual aggregate loss suffered at one compound / location is more than Rs.600crores, the amounts payable under individual policies shall be reduced on pro rata basis.

The coverage under this endorsement is subject to an excess of Re. 0.5% of the total Sum Insured subject to a minimum of Rs. _____ (*insert Rs. 25000 or Rs. 1 lakh as applicable*) for each and every loss in respect of both material damage and loss of profits combined."

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

SECTION III: BURGLARY AND ROBBERY

Definitions: (applicable to this Section only)

1. **Burglary:** Burglary means theft following upon an actual forcible and violent entry of or exit from Your premises by the person or persons committing such theft.
2. **Contents:** Content means the items specified in the Schedule under this Section, **excluding Money and Securities.**
3. **Safe:** Safe means a strong cabinet within the premises designed for the safe and secure storage of Money, Valuable items and Securities maximum to the extent of one day's sale proceeds and access to which is restricted.
4. **Strong Room:** Strong Room means a room within the premises designed for the secure storage of Money and access to which is restricted.
5. **First Loss Limit:** First loss limit is the percentage of the total value at risk, which represents the maximum liability of the insurer in respect of one single loss. After a loss the first loss limit needs to be reinstated by payment of additional premium.

WHAT WE COVER	WHAT WE EXCLUDE
Loss of or Damages directly caused to • 'Contents' or any part thereof, whilst kept in Your premises • damage to Your premises (including reasonable costs for damaged locks at the entry and/or exit points) caused by actual or attempted burglary and/or robbery during the Policy Period.	• 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 • Valuables and cash in safe, till/counter or in transit. • Loss or damage of motor vehicles, trailers. • Loss or damage in which You, Your Employees or any other person lawfully on Your premises is or is alleged to be in any way concerned or implicated in the actual theft or damage to any of the articles or premises. • Loss or damage resulting from an act of Riot, Strike, Malicious Damage and Terrorism.

	• Unexplained losses, shortages due to error or omissions, losses discovered when making an inventory or a Periodic stock taking or loss resulting from Your voluntarily parting with title. • Damage to glass and sign boards • Live stock • 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. • 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. • Any consequential loss or legal liability • First Rs 1000/- under each and loss
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SECTION IV:
PLATE GLASS AND NEON/ SIGN GLASS:

WHAT WE COVER	WHAT WE EXCLUDE
1. Any sudden, unforeseen, accidental loss or damage to Plate Glass/Neon Signs/Glow Signs. 2. Damage to frame and framework of any description following breakage of Glass and/or Neon Boards/glow signs subject to a maximum of Rs 5000/-. 3. Following breakage of Glass, the cost of tinting, lettering, painting, embossing, silvering or any other ornamental work on the replacement Glass, provided that such costs have been included in the Sum Insured of the Glass under this Section.	1. First Rs 1000/- under each and loss 2. Breakage or damage during removal, alteration and repairs carried out at Your premises 3. Scratching other than the fracture extending through the entire thickness of Plate Glass 4. Damage or breakage to Plate Glass or Neon Signs, Glow Signs which are not securely fixed. 5. 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. 6. Any loss or damage for which the manufactures or supplier is responsible. 7. Any costs incurred in connection with the elimination of electrical /mechanical breakdown/ failures unless such failures were caused by an indemnifiable event 8. Loss or damage caused by sun, rain, hail or climatic or atmospheric conditions, depreciation, wear & tear deterioration. 9. Fusing or burning out of bulbs and/or tubes

	howsoever caused
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SECTION V: ELECTRONIC EQUIPMENT IN AURNACE:

Definition: (applicable to this Section only)

Electronic Equipment: Electronic Equipment means the items specified in the Schedule and which are contained or fixed at or in the Insured Premises. This may include computer, fax machine, televisions sets or any other electronic item including accessories and/or system software.

WHAT WE COVER	WHAT WE EXCLUDE
Loss or damage to Electronic Equipment caused by unforeseen and sudden accident from any cause other than those specifically excluded. Loss or damage to External Data Media and/or costs of restoring information and data stored therein. 3 NB 1: This cover is applicable during the Period when after successful completion of their performance/acceptance test, such equipments, parts, accessories are at work or at rest or being dismantled for the purpose of cleaning, overhauling or in course of aforesaid operation themselves or when being shifted within the premises or during re-erection. NB 2: We will not be liable for payment for the restoration of information and data stored in the External Data Media unless this can be achieved from a back up system for the lost data and information.	1. The first 5% or Rs 2500/- (whichever is higher) of each and every claim in respect of damage to electronic equipments and the first 5% or Rs 1000/- whichever is higher of any claim concerning External Data Media. 2. 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 3. Damage due to continuous influence of operation (e.g. wear and tear, cavitation, erosion, corrosion, incrustation) gradual deterioration and climatic condition. 4. Any cost incurred in connection with elimination of functional failures unless such failures were caused by Damage covered under this Section of the Policy. 5. Damage for which the manufacturer or supplier is responsible either by law or under contract or any amount recoverable under the terms of Maintenance Agreement. 6. Damage to rented or hired equipments for which owner is responsible either by law or under lease and/or Maintenance Agreement. 7. Cost of transporting the electronic equipment to and from the place of repair.

	8. Damage to consumable items (e.g. bulbs, valves, tubes, ribbons, fuses, seals, belts, wires, chains, exchangeable tools, objects made of glass, porcelain or ceramics and operating media as well as aesthetic defects like scratches etc. unless such parts are affected by an indemnifiable Damage to the insured Item itself). 9. Damage to external antenna, dishes, masts and fittings by theft. 10. Damage arising through fitting, adjustment, repair or dismantling of any part of said equipment/installation other than by an authorised representative of an Electronic Equipment manufacturer, dealer or that of a reputed repairer. 11. Any cost required for alteration, improvement or overhaul or for making drawings, patterns and core boxes. 12. Damage by pressure waves caused by aircraft and other aerial devices traveling at sonic or supersonic speeds. 13. Loss or damage to mobile phones or other similar communication devices 14. False programming, punching, labelling or inserting or the inadvertent cancelling of information or data contained in External Data Media. 15. Consequential Loss of any kind or description whatsoever.
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Conditions (applicable to Section V)

1. Sum Insured

The Sum Insured shall be equal to cost of replacement of Electronic Equipment as new of same kind, type and capacity including freight, dues and custom duties and also cost of dismantling and re-erection. The value of system software also must form part of the Sum Insured.

2. Claim Settlement

The basis of claim settlement can be on either repair loss basis or on a Total Loss basis. The Total Loss Basis is adopted if the cost of repair exceeds or equals the Market Value of the Equipment immediately before the Damage.

In case of settlement on Repair Loss Basis No deduction will be made for depreciation in respect of parts replaced except those with limited life.

For Total Loss Basis settlement Market Value of item will be calculated by deducting proper depreciation from the Replacement Value of item as new of same kind, type and capacity. If the damaged items become obsolete, then all cost necessary to replace the damaged item with a follow

up model less suitable deduction for improvements will be allowed.

The Sum Insured under the Policy if found to be less than the amount required to be insured as described under “Sum Insured” above, then We will pay only in such proportion as the Sum Insured bears to the amount required to be insured. Each and every item shall be subject to this condition separately.

SECTION VI

PERSONAL ACCIDENT:

Definitions:

Accident means a sudden unforeseen and involuntary event caused by external, visible and violent means.

Accidental Death 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.

Adventure Sports: Participation in sports activities such as bungee jumping, sky diving, white water canoeing/rafting and engaging in racing, hunting, mountaineering, ice hockey, winter sports and the like.

Ambulance means any vehicle used solely for the conveyance of injured persons from Accidental location or Your residential place or Hospital to any Hospital in emergency cases.

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

Break in Policy occurs at the end of the existing Policy term, when the premium due for Renewal on a given Policy is not paid on or before the premium Renewal date or within 30 days thereof.

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

Cashless facility means a facility extended by Us to You where the payments, of the costs of treatment undergone by You in accordance with the Policy terms and conditions, are directly made to the network provider by Us to the extent pre-authorization approved.

Condition Precedent means a Policy term or condition upon which the Insurer's liability under the Policy is conditional upon.

Contribution is essentially the right of an insurer to call upon other insurers liable to the same Insured to share the cost of an indemnity claim on a rateable proportion of Sum Insured. This clause shall not apply to any Benefit offered on fixed benefit basis.

Disclosure to information norm means the Policy shall be void and all premium paid hereon shall be forfeited to the Company, in the event of misrepresentation, mis-description or non-disclosure of any material fact.

Emergency Care means management for a severe Illness or Injury which results in symptoms which occur suddenly and unexpectedly, and requires immediate care by a Medical Practitioner to prevent death or serious long term impairment of the Insured Person's health.

Hospitalization means admission in a Hospital for a minimum period of 24 In-patient Care consecutive hours except for specified procedures/ treatments, where such admission could be for a period of less than 24 consecutive hours.

Hospital means any institution established for In- patient care and Day Care treatment of Illness and/ or Injuries and which has been registered as a Hospital with the local authorities under the Clinical Establishments (Registration and Regulation) Act, 2010, or under the enactments specified under the Schedule of Section 56(1) of the said Act OR complies with all minimum criteria as under:

- has qualified nursing staff under its employment round the clock,
- has at least 10 inpatient beds, in those towns having a population of less than 10, 00,000 and 15 inpatient beds in all other places,
- has qualified Medical Practitioner (s) in charge round the clock,
- has a fully equipped operation theatre of its own where surgical procedures are carried out,
- maintains daily records of patients and will make these accessible to Insurance company's authorized personnel.

Illness means a sickness or a disease or pathological condition leading to the impairment of normal physiological function which manifests itself during the Policy Period and requires medical treatment.

- a) **Acute condition** - Acute condition is a disease, Illness or Injury that is likely to respond quickly to treatment which aims to return the person to his/her state of health immediately before suffering the disease/Illness/Injury which leads to full recovery.
- b) **Chronic condition** - A chronic condition is defined as a disease, Illness, or Injury that has one or more of the following characteristics:
 - it needs ongoing or long-term monitoring through consultations, examinations, check-ups, and / or tests
 - it needs ongoing or long-term control or relief of symptoms
 - it requires Your rehabilitation or for you to be specially trained to cope with it
 - it continues indefinitely
 - it comes back or is likely to come back

Injury means accidental physical bodily harm excluding Illness or disease solely and directly caused by external, violent and visible and evident means which is verified and certified by a Medical Practitioner.

Inpatient Care means treatment for which the Insured Person has to stay in a Hospital for more than 24 hours for a covered event.

Insured means the individual whose name is specifically appearing in the Schedule herein after referred as “You”/”Your”/”Yours”/”Yourself”.

Insured Person: The person(s) named as Insured Person in the Schedule which will include you and your family inclusive of dependent parents.

Medical Advise means any consultation or advice from a Medical Practitioner including the issue of any prescription or repeat prescription.

Medical Expenses means those expenses that an Insured Person has necessarily and actually incurred for medical treatment on account of Illness or Accident on the advice of a Medical Practitioner, as long as these are no more than would have been payable if the Insured Person had not been Insured and no more than other Hospitals or doctors in the same locality would have charged for the same medical treatment.

Nominee means the person(s) nominated by the Insured Person to receive the insurance benefits under this Policy payable on his/her death.

Medical Practitioner is a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of licence and is not a member of the Insured Person’s Family.

Notification of Claim is the process of notifying a claim to the insurer or TPA by specifying the timelines as well as the address / telephone number to which it should be notified.

Period of Insurance: The time period for which the contract of insurance is valid as shown in the Policy Schedule.

Permanent Total Disablement: The bodily Injury that totally, irrecoverably and absolutely prevents you from engaging in any kind of occupation.

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.

Proposal: 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.

Policy: Policy wording, the Schedule, the Proposal form and Endorsement / Memoranda, if any.

Renewal means the terms on which the contract of insurance can be renewed on mutual consent with a provision of Grace Period for treating the Renewal continuous for the purpose of all waiting periods.

Reasonable and Customary Charges means the charges for services or supplies, which are the standard charges for the specific provider and consistent with the prevailing charges in the

geographical area for identical or similar services, taking into account the nature of the Illness / Injury involved .

Schedule means Schedule attached to and forming part of this Policy mentioning the details of the Insured/Insured Persons, the Sum Insured, the period and the limits to which benefits under the Policy would be payable.

Subrogation means the right of the insurer to assume the rights of the Insured Person to recover expenses paid out under the Policy that may be recovered from any other source.

Temporary Total Disablement: The bodily Injury that prevents you from engaging in your occupation for a period not exceeding 104 weeks since the date of Injury to the time you are fit enough to resume your occupation as certified by Medical Professional

Terrorism/Terrorist activity: means any actual or threatened use of force or violence directed at or causing damage, Injury, harm or disruption, or commission of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Robberies or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) shall not be considered Terrorist activity. Terrorism shall also include any act, which is verified or recognized by the relevant Government as an act of terrorism.

You/Your/Yours/Yourself means the person(s) that We insure and is/are specifically named as Insured in the Schedule.

We/Our/Ours/Us mean Universal Sampo General Insurance Company Limited.

War means War, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

WHAT WE COVER	WHAT WE EXCLUDE
Bodily injury directly resulting to the Accidental Death or Permanent Total Disability to the Insured Person as per the Table of Benefits.	1. Natural Death 2. Compensation under more than one of the benefits mentioned in Table of Benefits in respect of same period of disablement. 3. Any other payment after a claim under one of the benefits 1,2, 3 and 4 in Table of benefits has been admitted and becomes payable. 4. Any payment in case of more than one claim under this Policy during any one period of Insurance by which our liability in that period would exceed CSI 5. Payment of compensation in respect of death or Injury as a consequence of/resulting from a) Committing or attempting suicide, intentional self-Injury. b) Whilst under influence of intoxicating liquor or drugs. c) Drug addiction or alcoholism. d) Whilst engaged in any adventurous sports and/or hazardous activities. e) Committing any breach of law with criminal intent. f) 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. 6. Consequential loss of any kind and/or any legal liability 7. Pregnancy including child birth, miscarriage, abortion or complication arising there from. 8. Participation in any naval, military or air force operations. 9. Curative treatments or interventions 10. Venereal or sexually transmitted diseases. HIV and or related Illness
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)	

S. No.	Table of Benefits	Percentage of Capital Sum Insured
1	Accidental Death	100
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 disablement as certified by Medical Practitioner	100
3	Permanent Partial Disability:	
A	Loss of sight of one eye	50
B	Loss of one limb	50
C	Loss of toes-all	20
D	Great-both phalanges	5
E	Great-one phalanx	2
F	Other than great, if more than one toe lost 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 phalanges	4
O	Loss of middle finger	
	i) Three phalanges	6
	ii) Two phalanges	4
	iii) One phalanges	2

P	Loss of ring finger	
	i) Three phalanges	5
	ii) Two phalanges	4
	iii) One phalanges	2
Q	Loss of little finger	
	i) Three phalanges	4
	ii) Two phalanges	3
	iii) One phalanges	2
R	Loss of Metacarpals	
	(i) First or second (additional)	3
	(ii) Third, fourth or fifth (additional)	2
S	Any other permanent partial disablement	% as assessed by Medical Practitioner appointed by us
4	Temporary Total disablement benefit at the rate per week for period of confinement or part thereof.	1% of C.S.I or Rs 5000/- whichever is lower for 104 weeks max.

SECTION VII:

PUBLIC LIABILITY:

Definition: (applicable to this Section only)

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
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 (a) third party property damage (b) third party injury/death Caused in the course of the Business by an accident in Your business premises, occurring and notified to Us during the Policy Period. Limit of liability: Limit of Liability means the amount stated in the Schedule, which shall be Our maximum liability under this Section	- Any liability arising out of a contractual obligation. - Any Liability arising out of wilful or intentional non-compliance of any statutory regulations. - 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 - Consequential loss of any kind - Any Liability arising out of Libel, slander, false arrest, wrongful eviction, wrongful detention, defamation including mental injury, shock resulting there from. - Liability arising out of Vehicles covered under Indian Motor Vehicle Act. - Damage to property belonging to third parties that is rented, leased or under hire –purchase agreement or on loan to You - 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.

(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)	9. Pollution of any kind 10. Any liability under the Public Liability Insurance Act which attaches liability on a no fault basis 11. Product Liability 12. Any claim directly or indirectly connected to earthquake, typhoon, cyclone, flood or other convulsions of nature or atmospheric disturbances. 13. This Policy does not cover liability which at the time of happening of any event resulting into such liability, be insured by or would, but for the existence of this Policy, be insured by, any other Policy (but not Public Liability Policy) or Policies, except in respect of any excess beyond the amount which could have been payable under such Policy/Policies, had this insurance not been effected. 14. Liability arising out of loss of pure financial nature such as loss of goodwill, loss of market etc. 15. Liability arising out of infringement of plans, copyright, patent, trade name, trade mark, registered design. 16. Liability arising out of the ownership, possession or use by or on behalf of You of any aircraft, watercraft or hovercraft.
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Conditions Applicable to Section VII

- 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 of payment of any claim will reduce the Limits of Indemnity, specified in the Schedule of the Policy.

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

- 7) In the event of liability arising under the Policy or the payment of a claim under this Policy, the Limit of Liability per any one Policy Period under this Section of this Policy shall get reduced to the extent of quantum of liability to be paid or actual payment of such claim. Under no circumstances it shall be permissible to reinstate the aggregate Limit of Liability to the original level even on payment of extra premium.
- 8) You shall not admit liability for or settle or compromise or make or promise any payment in respect of any claim which may be the subject of an indemnity under the Policy or incur any costs or expenses in connection therewith without the prior written consent from Us.

GENERAL EXCLUSIONS:

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;

- a) Liability more specifically insured elsewhere
- b) 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.

GENERAL CONDITIONS:

1. Notice:

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

2. Reasonable care:

You must take all reasonable steps to protect the 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 misrepresentation, mis-description or non-disclosure of any materials facts by You or Your representative.

5 A) Claims Procedure:

- a) In the event of any circumstances likely to give rise to a claim You must:
Take steps to minimize the Damage and protect /safe guard damaged property from further loss or damage.
- (a) Intimate Us as soon as reasonably possible, but in any event within 15 days of the date of the incident.
However in respect of loss or damage under Section 2 (Burglary and Robbery) and Section 3 (Money), the loss must be reported within 24 hours of the happening of any insured event.
- (b) Lodge complaint with the local police immediately in the event of Burglary, robbery, Riot. Strike and Malicious Damage and Loss of Money while in transit.
- (c) Take all reasonable steps to recover any property which has been lost
- (d) make no admission or offer payment or indemnify, without Our written consent
- (e) Provide without expense to Us, all proofs, certificates, evidence, assistance or information which We may reasonably require

The documents normally required to be submitted in the event of a claim are :

- a. Duly completed Claim form
- b. Copy of First Information Report
- c. Estimate of loss / repairs
- d. Invoice/ Bills/Receipts
- e. Fire Brigade Report in respect of fire claims.
- f. Any other details/documents called for a specific loss
- g. Report on the action taken against employees involved in an act of infidelity
- h. We shall condone delay on merit for delayed claims where the delay is proved to be beyond Your control

5 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.

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 up to 6 months	75% of annual premium
Above 6 months	100% of annual premium

7. Fraud

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

8. Contribution:

If at the time of any loss or damage happening to any property hereby insured there be any other subsisting insurance or insurances, whether effected by You or by any other person on

Your behalf covering the same property We shall not be liable to pay or contribute more than its rateable proportion of such loss.

9. Subrogation:

You shall at Our expense do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by Us for the purpose of enforcing any rights and remedies or obtaining relief or indemnify from the other parties to which We shall be or would become entitled or subrogated upon Our paying or making good any loss or damage under this Policy whether such acts and things shall be or become necessary or are required before or after We indemnify Your loss or damage

10. Arbitration

If any dispute or difference shall arise as to the quantum to be paid under the policy (liability) being otherwise admitted) such difference shall independently of all other questions be referred to the decision of the sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration the same shall be referred to a panel of 3 arbitrators, comprising of 2 arbitrators, 1 to be appointed by each of the parties to the dispute/difference and the 3rd arbitrator to be appointed by 2 such arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996. It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided, if the company has disputed or not accepted liability under or in respect of this policy. It is understood, however, that the Insured shall have the right at all times during currency of the Policy to communicate only, with the leading or issuing office in all matters pertaining to this insurance. Subject otherwise to the terms, exceptions, conditions and limitations of this policy.

11. Disclaimer Clause

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

12. Geographical Limits:

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

13. Renewal:

We agree to renew the Policy on payment of renewal premium. However we may exercise Our option not to renew the Policy on grounds of fraud, misrepresentation, or suppression of any material fact either at the time of taking the Policy or any time during the currency of the earlier policies or bad moral hazard.

- i. We shall not deny the Renewal of the Policy on the ground that You had made a claim or claims in the previous or earlier years, except for Death or Permanent Total Disablement claims where the Policy terminates following payment of the benefit covered (For Personal Accident section)

14. Free Look-up period

1. The Policy shall have a free look period. The free look period shall be applicable at the inception of the Policy and:
 - You will be allowed a period of at least 15 days from the date of receipt of the Policy to review the terms and conditions of the Policy and to return the same if not acceptable
2. If You have not made any claim during the Free Look period, You shall be entitled to
 - i. A refund of the premium paid less any expenses incurred by Us on Your medical examination and the stamp duty charges or;
 - ii. Where the risk has already commenced and the option of return of the Policy is exercised by You, a deduction towards the proportionate risk premium for period on cover or;
 - iii. Where only a part of the risk has commenced, such proportionate risk premium commensurate with the risk covered during such period.

15. Nominee

You can at the inception or at any time before the expiry of the Policy, make a nomination for the purpose of payment of claims under the Policy in the event of Your death.

Any change of nomination shall be communicated to Us in writing and such change shall be effective only when an endorsement on the Policy is made by Us.

In case of any Insured Person other than You under the Policy, for the purpose of payment of claims in the event of death, the default nominee would be You.

16. Multiple Policy: If two or more policies are taken by *You* during the period for which *You* are covered under this *Policy* from one or more insurers, the contribution clause shall not be applicable where the cover/benefit offered:

- is fixed in nature i.e. Personal Accident Benefit, if available under the *Policy*,
 - does not have any relation to the treatment costs;
- i. *We* also agree that even if, *You* are covered under multiple policies providing Personal Accident cover, *We* shall make the claim payments independent of payments received under other similar policies in respect of the covered event.
 - ii. *We* agree that even if two or more policies are taken by *You* during the time for which *You* are covered under this *Policy* from one or more insurers for indemnification of *Your* Hospitalisation treatment costs, *We* shall not apply the *Contribution* clause and *You* shall have the following rights
 - *You* may choose to get the settlement of claim from *Us* as long as the claim is within the limits of and according to terms and conditions of the *Policy*
 - If the amount to be claimed exceeds the *Sum Insured* under a single *Policy* after consideration of the deductible and co-pay, *You* shall have the right to choose any insurers including *Us* by whom *You* wish *Your* claim to be settled. In such cases, *We* shall settle the claim with contribution clause
 - Except for Personal Accident cover, in case if *You* have taken policies from *Us* and one or more insurers to cover the same hospitalisation risk on indemnity basis, *You* shall only be indemnified the hospitalisation costs in accordance with the terms and condition of the *Policy*.

17. Policy Holder's Right: On receipt of the survey report or the additional survey report, as the case may be, an insurer shall within a period of 30 days offer a settlement of the claim to the insured. If the insurer, for any reasons to be recorded in writing and communicated to the insured, decides to reject a claim under the Policy, it shall do so

within a period of 30 days from the receipt of the survey report or the additional survey report, as the case may be. Upon acceptance of an offer of settlement by the insured, the payment of the amount due shall be made within 7 days from the date of acceptance of the offer by the insured. In the cases of delay in the payment, the insurer shall be liable to pay interest at a rate which is 2% above the bank rate prevalent at the beginning of the financial year in which the claim is reviewed.

18. **Sum Insured enhancement:** The Sum Insured under the Policy cannot be enhanced during its term. If you wish to enhance Your Sum Insured, You may cancel the current Policy held by You and purchase a new Policy with higher SI from Us.

19. Notices and Claims

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

Universal Sampo General Insurance Co. Ltd.

Unit No. 601 & 602, 6th Floor, Reliable Tech Park, Cloud City Campus; Gut No-31, Mouje Elthan, Thane- Belapur Road, Airoli, Navi Mumbai- 400708

Toll Free Numbers: 1-800-224030 (For MTNL/BSNL Users) or 1-800-1024030 or 1-800-2004030

Landline Numbers: (022) 27639800 or (022) 41582900 or (022) 41582999 or (022) 39133700 (Local Charges Apply)

E-mail Address: contactus@universalsampo.com. Fax Numbers: (022) 41582929 or (022)

Note: Please include Your Policy number for any communication with us.

Claims Disclaimer

In the unfortunate event of any eventuality resulting into a claim on this Policy, please intimate the mishap IMMEDIATELY to Our Call Centre at Toll Free Numbers on 1-800-22-4030 (for MTNL/BSNL users) or 1-800-102-4030 or 1-800-200-4030 (other users) or on chargeable numbers at +91-22-27639800/+91-22-41582900/+91-22-41582999/+91-22-39133700. Please note that no delay should be allowed to occur in notifying a claim on the Policy as the same may prejudice liability.

In case of any discrepancy, complaint or grievance, please feel free to contact us within 15 days of receipt of the Policy.

Grievances

In case You are aggrieved in any way, You may register a grievance or Complaint by visiting Our website or write to us on contactus@universalsampo.com.

You may also contact the Branch from where You have bought the Policy or the Complaints Coordinator who can be reached at Our Registered Office.

You may also contact on Our - Toll Free Numbers: 1 - 800 - 224030 (For MTNL/BSNL Users) or 1 - 800 - 2004030 or on chargeable numbers at +91-22-27639800/+91-22-39133700; and also send us fax at: (022) 39171419

➤ You can also visit Our Company website and click under links [Grievance Notification](#)

If the issue still remains unresolved, You may, subject to vested jurisdiction, approach Insurance Ombudsman for the redressal of Your grievance.

The updated details are also available on: http://www.irdaindia.org/ins_ombusman.htm

The details of Insurance Ombudsman are available below:

Office Details

Jurisdiction of Office

	Union Territory, District)
AHMEDABAD - Shri Kuldip Singh 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.
BENGALURU - 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.
BHOPAL - Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh Chattisgarh.
BHUBANESHWAR - Shri Suresh Chandra Panda Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 / 2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@cioins.co.in	Orissa.
CHANDIGARH - Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana(excluding Gurugram, Faridabad, Sonapat and Bahadurgarh) Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.
CHENNAI -	Tamil Nadu,

Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu PuducherryTown and Karaikal (which are part of Puducherry).
DELHI - Shri Sudhir Krishna Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@cioins.co.in	Delhi & Following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh.
GUWAHATI - 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.
HYDERABAD - 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 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.
JAIPUR - Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@cioins.co.in	Rajasthan.
ERNAKULAM - Ms. Poonam Bodra Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015.	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.

Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@cioins.co.in	
KOLKATA - Shri P. K. Rath Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
LUCKNOW -Shri Justice Anil Kumar Srivastava Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
MUMBAI - Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 69038821/23/24/25/26/27/28/28/29/30/31 Fax: 022 - 26106052 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
NOIDA - Shri Chandra Shekhar Prasad	State of Uttaranchal and the following Districts of Uttar Pradesh:

Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
PATNA - Shri N. K. Singh 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.
PUNE - Shri Vinay Sah 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.: 020-41312555 Email: bimalokpal.pune@cioins.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

