

CORPORATE COVER II POLICY

PREAMBLE

ICICI Lombard General Insurance Company Limited ("the Company"), having received a Proposal and the premium from the Proposer named in the Schedule referred to hereinbelow, and the said Proposal, Declaration and Annexure thereto together with any statement, report or other document leading to the issue of this Policy and referred to therein having been accepted and agreed to by the Company and the Proposer as the basis of this contract do, by this Policy agree, in consideration of and subject to the due receipt of the subsequent premiums, as set out in the Schedule with all its Parts, and further, subject to the terms and conditions contained in this Policy, as set out in the Schedule with all its Parts, that on proof to the satisfaction of the Company of the compensation having become payable as set out in Part I of the Schedule to the title of the said person or persons claiming payment or upon the happening of an event upon which one or more benefits become payable under this Policy, the Sum Insured/ appropriate benefit will be paid by the Company.

PART I OF SCHEDULE

Policy No.	Issued at	Stamp duty
1. Name of the Insured		
2. Mailing Address of the Insured		
3. Address of the premises to be Insured		
4. Insured's Trade or Business		
5. Period of Insurance		
6. Total Sum Insured (Rs.)		
7. Premium		

	Coverage	Sum insured (Rs.)	Deductible Excess (Rs.)
I	Icici Bharat Sookshma Udyam Suraksha		
II	Burglary		
III	Cash in Safe		
IV	Cash in Transit		
V	Glass Breakage		
VI	Professional indemnity		
VII	Cheque <u>Forgery</u>		
VIII	<u>I Employer's Liability</u>	1	1

- IX i Mediclaim
- X Personal Accident
- XI Public Liability
- XII Fidelity
- XIII All Risk-Functional Items
 - Computers Er Peripherals
 - Office Automation equipment
- XIV All Risk-Non-Functional Items
 - Lap Top Computers
 - Mobile Phones
- XV Tenants legal liability

Basic premium

Extension premium

Total premium

Add: Service Tax @18%

Total Amount (Rs.)

9. Additional Particulars (if applicable) (Rs.)

S.No.	DESCRIPTION	MAKE	(Rs.)
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A.	Details of all equipment to be covered "All Risk-Functional <u>Equipment</u> " benefit		(Rs.)
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			(Rs.)
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1.			(Rs.)
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2.			(Rs.)
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B.	Articles of individual value more than 10% of the sum		
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MODEL	YEAR OF MANUFACTURE	SERIAL NO.	VALUE
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insured under "Burglary it Theft" benefit.

1.

2.

C. Details of Articles for coverage under "All Risk - j Non-Functional Items" benefit

1.

2

Note: Details of "All Risk-Functional Items" (A) and "All Risk Non-Functional Items" (C) need be declared in the above Table only if the relevant coverages have been opted for by the Insured.

9. Endorsements/Warranties/Extensions

I

Signed for and on behalf of the ICICI Lombard General Insurance Company Limited, at
on this date

Authorised Signatory

Forming a Part and Parcel of Policy Annexure "A"

Policy No.: 40xx/xxxxxxxx/xx/xxx

Location 1

Risk Location Address:

Perils Covered	Sum Insured(Rs.)

Forming a Part and Parcel of Merchant's Cover III Policy
Annexure "B"

Policy No. :

Location 1 :

Risk location Address of the insured:

Perils Covered	Sum Insured(Rs.)

Part II of the Schedule

1. Definition applicable to all other sections other than Section 1

"Accident and Accidental" means a sudden, unforeseen, and unexpected physical event beyond the control of the Insured caused by external, visible and violent means.

"Bodily Injury" means any accidental physical bodily harm but does not include any sickness or disease.

"Business or Business Purposes" means any full or part time, permanent or temporary, activity undertaken in the premises with a view to profit or gain.

"Burglary" means an act involving the unauthorised entry to or exit from the Insured's property or attempt threat by unexpected, forcible, visible and violent means, with the intent to commit an act of theft.

"Bank" means and includes bank of every description, post office, and government treasury.

"Company" means ICICI Lombard General Insurance Company Limited.

"Contents" means the following used for business or business purposes, so long as they are owned by the Insured and/or for which the insured legally responsible for including family of Insured, Directors, Karta of HUF, partners & the like.

- i) goods such as furniture, stock, machinery, equipment, fixtures, fittings and interior decorations but excluding money, jewelry and valuables.

"Employee" means any person employed by the Insured to perform certain duties for consideration, either expressly or impliedly, in the course of employment.

"His/Him/He" wherever appears. includes in all cases the masculine and feminine gender.

"Hospital" means a place that:

- 1. operates primarily for the care and treatment of sick or injured persons, and
- 2. has a staff of one or more Medical Practitioners available at all times, and
- 3. provides 24-hour nursing service and has at least one registered professional nurse on duty at all times, and

4. has organized diagnostic and surgical facilities, either on the premises or in facilities available to the Hospital on a pre-arranged basis, and
5. is not, except incidentally, a clinic, nursing home, rest home, or convalescent home for the aged or mentally disturbed, or similar institution.

"Insured or Insured's" means the person named in the Policy as the Policyholder and/or his family, and/or his Partners, and/or Directors and/or Karta of HUF, and the like.

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"Medical Expenses" means expenses incurred on necessary medical or surgical treatment, services, or supplies.

"Medical Practitioner" means a person who holds a degree of a recognized institution and is registered by the Medical Council of the respective State of India.

"Money" means cash including coins and currency notes.

"Period of Insurance" means the period of time stated in the Schedule for which the Policy is valid.

"Policy" means insured's proposal, the schedule, Company's covering letter to the insured, insuring clauses, definitions, exclusions, conditions and other terms contained herein and any endorsement attaching to or forming part hereof, either at inception or during the period of insurance.

"Physical Separation" means as regards the hand actual separation at above the wrists, and as the foot means actual separation at above the ankle.

"Premises" means insured's shop as stated in the Schedule; which is used or occupied mainly for business purposes by insured.

"Public Authority" means any governmental, quasi-governmental organisation or any statutory body or duly authorised organisation with the power to enforce laws, exact obedience, command, determine or judge.

"Pre-existing Condition" means a condition for which care, treatment, or advice was recommended by or received from a Medical Practitioner or which was first manifested or contracted before the start of the period of insurance.

"Replacement Cost" means the cost, on the date of the loss or damage, of the lower of:

1. repairing the property with materials of similar kind and quality; or
2. replacing the property with new articles of similar kind, quality and usefulness; without any deduction for depreciation.

"Schedule" means the schedule, and any annexure to it, attached to and forming part of this Policy.

"Short Period Rates" means rates of premium for periods shorter than one year, as per details below-

Policies for a period of less than 12 months can be issued as follows:

For a period not exceeding 15 days 10% of loading on pro-rata premium

-do- 1 month 10% of loading on pro-rata premium

-do- 2 months 10% of loading on pro-rata premium

-do- 3 months 10% of loading on pro-rata premium

-do- 4 months 10% of loading on pro-rata premium

-do- 5 months 10% of loading on pro-rata premium

-do- 6 months 10% of loading on pro-rata premium

-do- 7 months 10% of loading on pro-rata premium

-do- 8 months 10% of loading on pro-rata premium

-do- 9 months 10% of loading on pro-rata premium

For a period exceeding 9 months 10% of loading on pro-rata premium

N.B.:

If insured opts for period not specified above, then premium will be calculated with a loading of 10% on Pro-Rata Premium

"Sum insured" means and denotes the amount of cover available under each section as stated in Part I of the Schedule or any revisions thereof based on claim settled, as stated in the scope of cover of the Policy and, where appropriate, as more particularly described and limited per item insured in any annexure to the Schedule. This is the maximum that the Company will pay for each and every claim, and in all, under that section.

"Them or They" means the insured.

2. Scope of Cover

The Company hereby agrees subject to the terms, conditions and exclusions herein contained or otherwise expressed herein, that, if during the Policy period stated in Part I of the Schedule, any Insured sustains loss or damage by causes hereinafter described, resulting in death, disability, property-loss or damage and/or liability as are covered under the sections contained herein, the Company will pay to the Insured, the amount of compensation as is reasonable and necessarily incurred thereof, by or on behalf of such Insured, for any one incident or series of incidents in any one year during the Policy period, but not exceeding the sum insured for the coverage as mentioned in Part I of the Schedule hereto, to the extent and the manner hereinafter provided.

Under each and every coverage hereunder, the deductible excess, if any, shall be of an amount as specified in Part I of the Schedule to this Policy, unless otherwise specifically mentioned in the relevant section.

3. Exclusions
The Company shall not be liable to make any payment under this Policy in connection with or in respect of any expenses whatsoever incurred by any Insured in connection with or in respect of the exclusions-as specifically stated in each coverage or benefit that is provided to the Insured.
4. Basis of Assessment of Claims applicable to all other sections other than Section 1
Insofar as it relates to loss or damage to the Insured's property with regard to which the Insured shall make a claim under this Policy and the Company shall accept such claim for payment, then the basis upon which the Company shall assess the claim shall be as follows :
 - a. In the event of total loss, the Company will pay the Insured the market value of the item (or the market value of an item of equivalent but not better quality) as it existed immediately before the occurrence of the loss, less salvage value but limited nevertheless to the sum insured.

However, the Company may instead (alone or with other Insurers), in the Company's sole and absolute discretion, reinstate, replace or repair the property or item lost.
 - b. In the case of damage to a content:
 - i. If it is reasonably capable of repair, reinstatement, renewal or refurbishment, then the Company's payment to the Insured will be based on the Insured's reasonable costs incurred in restoring the damaged item to its condition as existing immediately prior to the event that gave rise to the claim under this Policy.
 - ii. If the cost of replacement, repair, reinstatement, renewal or refurbishment of any content is equal to or exceeds the market value of the lost or damaged content immediately prior to the occurrence of the damage, then the Company will pay the Insured such market value of the item (or the market value of a content of equivalent but not better quality) as it existed immediately prior to the occurrence of the loss or damage, less salvage value, but limited nevertheless to the sum insured.
 - c. The Company will pay the Insured in Indian Rupees, and subject to the Insured's having provided to the Company proof that the replacement, reinstatement, repair, renewal or refurbishment has been effected by the Insured, on an actuals basis, unless otherwise agreed to by the Company.
 - d. The Company shall not make any payment for the cost of any enhancements, alterations, additions and/or improvements made during the course of any replacement, repair, renewal or refurbishment

- e. If the Insured has any other insurance(s) that would cover a claim under this Policy, or would cover that claim but for the existence of this Policy, then the Company's payment to the Insured will represent a rateable proportion of the claim.
- f. Under no circumstances will the Company's liability to make payment exceed the sum insured under any particular coverage, as specified in Part I of the Schedule to this Policy.

Claim Documents applicable to all other sections other than section 1

Claim documents are listed hereunder-

- a. Claim Form of the Company duly completed and signed by the Insured and/or Insured's legal representative. Other documents required have been listed specifically under the different sections as may be applicable.

b., The claim documents are as may be applicable from the following-

- (i) First Information Report
- (ii) Investigation Report by the Police
- (iii) Fire Brigade Report
- (iv) Invoices of owned articles, if required
- (v) Legal opinion wherever required.

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

Claim Procedure as applicable for all other sections other than Section I.

In case of an event occurring resulting in a claim under this Policy, the Insured and/or his legal representatives shall:

- a. send an immediate notice to the Company of the said event and the nature of the loss thereunder;
- b. within a period of 14 days forward all relevant documents in evidence of the event and in support to the claim, unless otherwise agreed to by the Company;
- c. extend all assistance and cooperation to the surveyor appointed by the Company for the purpose of survey and assessment of the loss;
- d. not do anything or tamper the affected property in such a manner which would in any way increase the extent of the loss or further diminish the value of the affected property;

e. not commit for payment of any expenses or liability to any third party without the written consent of the Company.

5. Limitation Period

In no case whatsoever shall the Company be liable for any loss or damage after

12 calendar months shall have elapsed from the happening of the loss or damage, unless the particular claim arising from such loss or damage is or becomes the subject of pending action or Arbitration; it being expressly agreed and declared that if the Company disclaims liability for any claim hereunder and such claim shall not within 12 calendar months therefrom have been made the subject matter of a suit in a court of law, or other legal proceeding, then the claim for all purposes shall be deemed to have been abandoned and shall not thereafter be recoverable.

6. Policy Related Terms and Conditions

SECTION 1 ICICI BHARAT SOOKSHMA UDYAM SURAKSHA

You chose this ICICI Bharat Sookshma Udyam Suraksha Policy and applied to us for insurance covers of your choice. You paid us the premium and gave us information about Yourself, Your Business and Your Property. Based on Your confirmation that this information is true and correct, and in return of accepting the Premium You have paid Us, We promise to provide you insurance as stated in this Policy Document and the Policy Schedule attached to it.

Clause A. This Policy and the Insurance Contract

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

- i. This Policy document;
- ii. The Policy Schedule attached to this Policy document;
- iii. Any Endorsement attached to and forming part of this Policy document;
- iv. Any Add-on to this Policy that You may have purchased from Us;

v. The proposal and all declarations made by You or on Your behalf;

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

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

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

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

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

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

It shows:

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

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

Word/s	Specific meaning
Agreed Value	An amount agreed between You and Us at the Policy Commencement Date for items the value of which cannot be ascertained.
Bank	A bank or any financial institution

Building	<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"> a. Basement (if any), all fixtures and fittings permanently attached to the floor, walls or roof like electrical wiring, antennas etc. 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"> i. garage, out-houses, security sheds, towers, verandah or porch, tanks, compound walls, retaining walls, fences, gates and internal roads, ii. lifts, hoists, 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, iv. water, gas and sewage pipeline within Your premises or v. any other structure shown in the Policy Schedule.
Business	<p>Your commercial enterprise, trade or profession as shown in the Policy Schedule.</p>
Commencement Date	<p>It is the date and time from which the insurance cover under this Policy begins. It is shown in the Policy Schedule.</p>
Contents	<p>Those articles or things in Your Premises that are not permanently attached or fixed to the structure of Your Premises.</p>
Endorsement	<p>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.</p>
Excess	<p>It is the amount that You must bear in each and every claim before We become liable to pay.</p>

Insurable Assets	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.
Insured Property	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.
Kutcha Construction	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.
Market Value	Market Value means new Replacement/Reinstatement Value minus depreciation reckoned as on the date of loss.
Money	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.
Partial Loss	Any loss other than Total Loss.
Plant and Machinery	<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. It includes</p> <ul style="list-style-type: none"> i. machines under repair, ii. machines taken on hire or lease, or through any system of purchase of goods, iii. foundation, bedding or setting of the machines, or iv. accessories of machines.

Policy Period	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 for in Clause G (III) of this Policy, whichever is earlier.
Policy Schedule	The document accompanying and forming part of the Policy that gives Your details and of Your insurance cover, as described in Clause A (3) of this Policy.
Premium	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.
Pucca Construction	Construction other than Kutcha Construction.
Reinstatement/Replacement	<p>Reinstatement/Replacement is defined as:</p> <ul style="list-style-type: none"> i. the reconstruction of buildings or replacement of other property lost or destroyed. ii. the repair or partial replacement of property damaged. <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>
Word/s	Specific meaning
	not superior, better or more extensive than its condition if it were new on the date it is damaged or destroyed.

Reinstatement/Replacement Value	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.
Stocks	Any stock of goods or merchandise. It may be: <ol style="list-style-type: none"> i. Finished goods, semi-finished goods, stock in process, stock invoiced and ready for dispatch, ii. Raw materials, packing materials, or iii. Stock held in trust for which You are responsible. iv. Stock in Open in the Insured Premises
Sum Insured	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.
Total Loss	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.
We, Us, Our, Insurer	The Insurance Company that has provided Insurance Cover under this Policy; of the Company.
You, Your, Insured	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
Your Premises	The premises in which You carry on Business that is occupied by You for the purposes of Business declared to Us and is reflected in the Policy Schedule.

Clause B. Insured Events

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

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

	Column A		Column B
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	We cover physical loss or damage, or destruction caused to the Insured Property by	We do not cover loss or damage, or destruction caused to the Insured Property by
1.	Fire, including due to its own fermentation, or natural heating or spontaneous combustion.	caused by a. its undergoing any heating or drying process, or b. burning of Insured Property by order of any Public Authority.
2.	Explosion or Implosion	a. caused to boilers, economizers or other vessels, machinery or apparatus in which steam is generated, or their contents, resulting from their own explosion or implosion, or b. caused by centrifugal forces.
3.	Lightning	-
4.	Earthquake, volcanic eruption, or other convulsions of nature	-
5.	Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Tsunami, Flood and Inundation,	-
6.	Subsidence of the land on which Your Premises stand, Landslide, Rockslide	caused by a. normal cracking, settlement or bedding down of new structures, b. the settlement or movement of made up ground, c. coastal or river erosion, d. d. defective design or workmanship or use of defective materials, or e. demolition, construction, structural alterations or repair of any property, or groundworks or excavations.
7.	Bush fire, Forest fire, Jungle fire,	-

8.	Impact damage of any kind, i.e., damage caused by impact of, or collision caused by any external physical object (e.g. vehicle, animal, falling trees, aircraft, wall etc.)	<p>a. caused by pressure waves caused by aircraft or other aerial or space Devices travelling at sonic or supersonic speeds.</p> <p>b. caused by vehicle, animal or aircraft belonging to or owned by Insured or their employee while acting in the course of employment.</p>
9.	Missile testing operations	-
10.	Riot, Strikes, Malicious Damages	<p>caused by</p> <p>a. total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind,</p> <p>b. temporary or permanent dispossession, confiscation, commandeering, requisition or destruction by order of the government or any lawful authority, or</p> <p>c. temporary or permanent dispossession of any Building by unlawful occupation by any person.</p>
11.	Acts of terrorism (Coverage as per Terrorism Clause attached.)	Exclusions as per Terrorism Clause attached.
12.	Bursting or overflowing of water tanks, apparatus and pipes,	-
13.	Leakage from automatic sprinkler installations.	a. repairs or alterations in the Building in which Your Business is located,
14.	Theft within 7 (seven) days from the occurrence of and proximately caused by any of the above Insured Events	<p>if it is</p> <p>a. of any article or thing outside Your Premises, or</p> <p>b. of any article or thing attached from the outside of the outer walls or the roof of Your Premises, unless securely mounted.</p>

Clause C. The Standard Cover

1. What We cover:

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

2. Basis of Sum Insured:

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

ii. For Stocks:

a. For raw material: landed cost at Your Premises.

b. For stock in process: input cost of the stock at the time of loss.

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

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

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

3. Restoration of Sum Insured:

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

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

4. In-Built Covers:

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

4.1. Additions, alterations or extensions:

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

i. You inform Us of the item so erected or acquired within 7 (seven) days of it becoming known to You,

ii. such item of Property is not otherwise insured,

- iii. maximum limit under this cover is 15% (excluding stocks),
- iv. subject to Underinsurance provisions of **Clause F** of this Policy.

4.2. Stocks at many locations on floater basis:

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

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

4.3. Temporary removal of stocks:

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

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

4.4. Cover for Specific Contents:

We cover the following, as applicable:

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

4.5. Start-Up Expenses:

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

4.6. Professional fees:

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

- i. The fees are paid for preparing plans, specification tenders and quantities, and services in connection with the superintendence of the reinstatement of the Insured Building, Machinery, Accessories or Equipment;
- ii. The maximum We pay is 5 % of the claim amount;

- iii. We do not cover fees or costs for preparing any claim or estimate of loss or damage by the Insured Perils.

4.7. Costs for removal of debris:

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

4.8. Costs compelled by Municipal Regulations:

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

- i. You must commence the repairs, or reconstruction or reinstatement of the Insured Property, within a reasonable time after the date of damage or destruction. You must complete the repairs, reconstruction or reinstatement within reasonable time, in any case not beyond 12 months from the date of damage or destruction, or within such time as We may allow in writing.
- ii. If Our Liability is reduced under any term or condition of this Policy, Our liability under this extension will also be proportionately reduced.
- iii. All other terms and conditions of this Policy will apply to this extension.
- iv. These costs will not include
 - a. the costs incurred for complying with such regulations,
 - for destruction or damage occurring before Commencement Date,
 - for destruction or damage not insured under this Policy,
 - under which You have received notice before the destruction or damage occurred.
 - b. any additional cost required to repair or reconstruct the Insured Property to a condition equal to its condition when new, had the need to comply with the regulation not arisen.
 - c. the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the Insured Property or by the owner thereof by reason of compliance with any of the aforesaid regulations or bye-laws.

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

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

1. i. Excess of ₹ 5,000 (Rupees Five Thousand) for each claim. This means that We will deduct ₹ 5000 (Rupees Five Thousand) for each and every loss suffered by You under the terms of this policy.
ii. For terrorism risk the Excess shall be as per the clause attached to this policy.
2. Your deliberate, wilful or intentional act or omission, or of anyone on Your behalf, or with Your connivance.
3. Loss, damage or destruction to any electrical/electronic machine, apparatus, fixture, or fitting by over-running, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity from whatever cause (lightning included). This exclusion applies only to the particular machine so lost, damaged or destroyed. However, any ensuing loss or damage to other insured property due to operation of an insured peril is covered.
4. Loss, destruction or damage to the stocks in cold storage premises caused by change of temperature.
5. Loss, or damage by spoilage resulting from the retardation or interruption or cessation of any process or operation caused by operation of any of the Insured Events.
6. Your Premises or any Insured Building remaining continuously unoccupied for a period of more than 30 days, unless You have obtained prior written approval from Us and such approval is recorded as an endorsement on the Policy.
7. War, invasion, act of foreign enemy hostilities or war-like operations (whether war is declared or not), civil war, mutiny, civil commotion amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
8. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component that is part of it.
9. Pollution or contamination, unless
 - i. the pollution or contamination itself has resulted from an Insured Event, in which case only physical damage to the Insured Property is covered, or
 - ii. an Insured Event itself results from pollution or contamination.

10. Loss, destruction or damage to bullion or unset precious stones, any curios or works of art unless such amount is declared separately and recorded in the Policy Schedule.
11. Loss of any Insured Property which is missing or has been mislaid, or its disappearance cannot be linked to any single identifiable Insured Event.
12. Loss or damage to any Insured Property removed from Your Premises to any other place, except
 - i. machinery and equipment temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding 60 days,
 - ii. Stock covered under **Clause (C) (4.3)** of this Policy -.
13. Any reduction in market value of any Insured Property after its repair or reinstatement.
14. Loss or damage to any Insured Property or any claim which is covered by a marine policy in force at the time of loss or damage, except in excess of the limits of that policy.
15. Any consequential or indirect loss or damage of any description, i.e. losses or extra costs (financial or non-financial) that follow or are a consequence of an Insured Event, like, loss by delay, loss of income or wages or earnings, or of market, or of time, medical expenses, or any costs not covered by this Policy.
16. Costs, fees or expenses for preparing any claim.

Clause E. What We Pay

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

1. Partial Loss:

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

2. If Building or Plant and Machinery or Furniture, Fixture, Fittings is a **Total Loss, We will pay You for**

- i. The Reinstatement/Replacement Value of the Building or Plant and Machinery or Furniture, Fixture, Fittings.
- ii. Reconstruction of the new building on the same site, or another site. If You reconstruct the new Building or Reinstat the Plant and Machinery or Furniture, Fixture, Fittings on another site We will not pay You more than what We would pay to reconstruct or replace on the same site.

iii. Reinstatement using standard material readily available and in common use for similar type of Building.

3. If the Stock is a **Total Loss**, We will pay You as follows:

- i. landed cost at Your Premises for Stock of raw materials,
- ii. total manufacturing cost for Stock of finished goods,
- iii. the input value of Stock in process at the time of loss,
- iv. The Contract Price in case of goods sold but not dispatched, and lying within Your premises for which You are responsible under the terms of a contract of sale. We will pay Your claim on the basis of the Contract Price, if the sale is cancelled wholly or to the extent of loss or damage caused by an Insured Event covered by this Policy. For the purposes of this para, the value of all goods to which this basis of settlement could apply in the event of loss or damage will also be ascertained on the same basis.

4. You must commence the repairs or Reinstatement within a reasonable time after the date of the damage or destruction. You must complete the repairs or Reinstatement within reasonable time, in any case not beyond 12 months from the date of damage or destruction, or within such time as We may allow in writing.

5. If You fail to start the work of the repairs or Reinstatement within reasonable time, or to complete the repairs or Reinstatement within time We will pay Your claim based on the Market Value of the Building, Plant and Machinery, Furniture, Fixture, Fittings as the case maybe.

6. We will pay the Market Value of the Building, Plant and Machinery, Furniture, Fixture and Fittings at the time it is a Total Loss, but not more than the relevant Sum Insured,

- i. If the Building cannot be Reinstated or rebuilt due to Municipal, State or Central law, rules, regulations or bye-laws,
- ii. If You do not wish to Reinstatate the Building, Plant and Machinery, Furniture, Fixture, Fittings.

7. We will also pay other amounts mentioned in **Clause C (4)** of this Policy

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

Clause F. Underinsurance

1. The Sum Insured for each item of Insured Property must be sufficient to pay for Reinstatement/Replacement of that Property on the date of loss. If the Reinstatement/Replacement Value of the Insured Property, in totality, including additions, alterations, erections and new acquisitions, is more than the Sum Insured, except to the

extent waived in **Clause F (3)** of this Policy, it amounts to underinsurance, and will reduce proportionate to the difference from the amount that We will pay for Your claim.

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

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

Clause G. Conditions

1) Your Obligations

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

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

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

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

3. Obligation to take care: You must:

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

4. Inform change in circumstances:

You must inform Us immediately if:

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

5. Allow inspection and investigation of claim

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

6. Follow claim procedure

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

II) Renewal of Policy

1. End of Policy: This Policy will expire at the end of the Policy Period.

2. Application for renewal: If You wish to renew the Policy, You must apply for renewal before the end of the Policy Period and pay the required premium amount.

3. Renewal is not Automatic: We may seek relevant information from You for the purpose of renewal. We can reject Your renewal only on grounds of mis-representation, non-disclosure of material facts, fraud or non-co-operation on Your part.

III) Cancellation and termination of Policy

1. Cancellation by You at any time

- a. You can cancel this Policy at any time by giving Us notice in writing. The Policy will terminate when We receive Your notice.
- b. If You cancel the Policy, We will refund premium as follows:

Time for which Policy in force	Refund of premium
Period for which policy is in force	Policy Premium – (Pro-Rata + 10%)

2. Cancellation by Us

We will not cancel the Policy during the policy period except on the grounds of mis- representation, non-disclosure of material facts, fraud or non-co-operation on Your part.

3. Automatic termination of the Policy:

This Policy will automatically end in the following cases:

- a. **Destruction of any Insured Building:** This Policy will automatically end 7 days after any Insured Building collapses or is displaced or destroyed by reason other than any Insured Event. If a separable part of any Insured Building falls down or is destroyed by reason other than any Insured Event, the cover will end for such part or additional structure.
- b. You can apply within 7 (seven) days of such fall or destruction for continuing insurance cover. We may agree, but will not be bound, to continue the cover on revised rates, terms and conditions.
- c. **Change of use or ownership of Insured Property:** The Policy will end in regard to the Insured Property affected, unless You have obtained Our prior consent in writing as an Endorsement on the Policy,
 - i. if You change the trade or manufacture, or the nature of Your occupation, or You change other circumstances relating to the Building or a building containing any Insured Property in such a way as to increase the risk of loss or damage by Insured Events;

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

(IV) Claims Procedure

If You suffer a loss because of an Insured Event, You must make a claim for Your financial loss at Your cost.

The procedure for making a claim is given below. These include things that **You must do**, and that **You must not do**. It is important to comply with these to ensure that it does not prejudice Your claim in any manner.

1. Immediate notice to Us

- a. As soon as any loss or physical damage occurs to any Insured Property due to an Insured Event, You must immediately give notice to Us of the loss or damage. This is necessary so that We can survey/investigate the loss or damage.
- b. You can give notice to any of Our offices or call centers.
- c. You must state in this notice
 - i. the Policy Number,
 - ii. Your name,
 - iii. details of report to the police that You made,
 - iv. details of report to any authority that You made,
 - v. details of the Insured Event
 - vi. a brief statement of the loss,
 - vii. particulars of any other insurance of the Insured Property, Your Premises or any other Property on Your Premises,
 - viii. details of loss or damage under Add-ons, if any, and
 - ix. submit photographs of loss or physical damage, wherever possible.

2. Steps to prevent loss and damage

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

3. Immediate notice to authorities

- a. As soon as any loss or damage occurs to the Insured Property, You must give immediate report to appropriate legal authorities. For example, You must report to the fire brigade of the local authority and the police if there is damage by fire/ explosion / implosion or lightning. In case of subsidence/ landslide/ rockslide, You must inform the District Administration. In the event of impact damage of any kind or Riot Strikes,

Malicious acts and acts of terrorism, You must inform the police. If there is a theft within 7 (seven) days following an Insured Event, You must inform the police.

- b. We may, but not necessarily, waive this condition if We are satisfied that by reason of extreme hardship it was not possible for You or any other person on Your behalf to give such report.

4. Submit claim

i.

a. You must submit Your claim in Our claim-form at the earliest opportunity, but within 30 days from the date You first notice the loss or damage. The claim form is available in any of Our branches, and on Our web-site.

b. You must state in Your claim the details of any other insurance policy that covers the damage or loss for which You have filed Your claim, whether You have purchased such other insurance, or someone else has purchased it for You.

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

5. Establish loss

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

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

6. Fraudulent claim

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

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

7. Other insurance

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

8. Our rights relating to Insured Property

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

9. Recovery action by Us

- i. When We accept and pay Your claim under the Policy, We can start legal proceedings to recover the amount or property from the third party who has caused the loss or damage to the Insured Property. You must give authority to Us to take such action and exercise this right effectively, when We request You, whether

before or after making payment of Your claim. You must give all information, cooperation, assistance and help for this purpose. You must not do anything which will prejudice Our right.

- ii. Any amount We recover from such person will be applied first to the costs of the legal proceedings and recovery, then to the claim amount We have paid or must pay to You. We will pay You any balance.
- iii. You can start legal proceedings against any person who has caused the loss or damage only with Our prior consent, and on conditions that We will impose. You must not compromise or settle any claim against such person without Our consent. If You recover any amount from such person, You must return to Us the amount We have paid for Your claim. We can take over the conduct of legal proceedings that You have started and continue the proceedings in Your name.

Clause H. Changes to covers

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

Clause I. Other details

1. Designation of Insured Property

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

2. Notices

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

3. Applicable law and jurisdiction

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

4. Arbitration

If any dispute or difference arises between You and Us regarding the amount of claim to be paid under this policy (liability having been admitted by Us), such difference shall independently of all other questions, be referred to the decision of a sole arbitrator to be appointed in writing by You and Us or if You and We cannot agree upon a single arbitrator within 30 days of either of Us opting for arbitration, the same shall be referred to a panel of three arbitrators comprising of two arbitrators, one to be appointed by each of Us, to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

Standard Add-ons

This is an additional covers that extends the insurance cover that We give under the **ICICI Bharat Sookshma Udyam Suraksha** . We give these additional covers if You have applied to and paid premium for the covers and We have accepted to give covers to You.

1. Declaration Policy for Stocks

1. We agree to cover Your Stock on receipt of provisional premium based on Your declaration of the value of Stock, the premium being liable to be adjusted at expiry of the Policy Period, as follows:
2. You will declare to Us in writing signed by You or an authorised person, the value of Your Stock less any amount insured by Policies other than declaration policies. If any Stock is covered by declaration policies, You must apportion to each policy a share of the value of stocks insured by such declaration policies pro-rata to the respective amounts named in those policies.
3. Your declaration shall state
 - i. Average of the value at risk on each day of the month, or
 - ii. Highest value at risk during the month
4. The value for Your declaration shall be the market value. Any loss covered shall be settled on the basis of the market value immediately before the loss.
5. You must give a separate declaration relating to each separate location.
6. You shall give such declaration before the last day of the succeeding month. If You do not make a declaration in time, We will consider the Sum Insured mentioned in the Policy Schedule as the value at risk.
7. At the end of the Policy Period, the actual premium will be calculated at the rate applied under the Policy on the average Sum Insured, i.e.,
$$\frac{\text{The total of values declared or deemed to have been declared}}{\text{the number of declarations made or deemed to have been made}}$$
8. If the premium calculated on adjustment is less than the provisional premium You have paid, We will repay the amount of the difference not exceeding 50% of the provisional premium.
9. If at the time of loss there is another subsisting insurance policy covering the insured Stock other than on declaration basis, whether You have taken such policy or some one else, We will only pay the amount of difference by which the value of the Stock at the time of loss exceeds the Sum Insured under the other policies, and We will not be liable to contribute more than that proportion which such difference bears to the total value of stocks. In all cases, the maximum We will pay is the relevant Sum Insured.

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

Standard Special Clause (Agreed Bank Clause)

Agreed Bank Clause

If You have mortgaged, hypothecated or created any security over any Insured Property in favour of a Bank, and the Bank has an interest in the Policy, the name of such Bank will also be shown in the Policy Schedule under the title 'Agreed Bank Clause'. If You choose to add the name of such Bank at any time during the Policy Period, this will be shown as an Endorsement. In this Clause, the word 'Bank' includes any financial institution.

Under this Clause, You agree as follows:

- i. We shall pay to the Bank the entire amount that We are liable to pay under this Policy. Such Bank will receive it for its own demand, and as agent for any other person interested in the amount.
- ii. When We pay the amount to the Bank, Our liability under this Policy will be discharged, and will be binding on all of You and all persons named as the insured.
- iii. Any notice or communication We make to the Bank under the provisions of this Policy shall be sufficient notice or communication to You.
- iv. Any settlement or compromise that We make with the Bank will be binding on You and all persons named as the insured. However such settlement or compromise will not affect the rights of the Bank to recover any amount from You or any other person.
- v. If You make any change in the use of the Insured Property or Your Premises, or sell or transfer the Insured Property, such actions will not prejudice the interest of the Bank under the Policy and this Clause, unless the condition has been broken by the Bank or its employees.
- vi. If You commit any act or omission that will increase the risk, the insurance cover will not be invalidated. However, the Bank shall notify Us of any change or ownership, or alterations and increase in risks as soon they become known to the Bank, and shall pay additional premium from the time of such change.
- vii. When We pay the amount to the Bank, We will become legally and automatically subrogated to all rights of the Bank to the extent of such payment. This will not impair or prejudice the rights of the Bank to recover any amount from You or any other person.

N.B: The Bank shall mean the first named Financial Institution/Bank named in the policy.

SECTION 1 ICICI BHARAT SOOKSHMA UDYAM SURAKSHA

You chose this ICICI Bharat Sookshma Udyam Suraksha Policy and applied to us for insurance covers of your choice. You paid us the premium and gave us information about Yourself, Your Business and Your Property. Based on Your confirmation that this information is true and correct, and in return of accepting the Premium You have paid Us, We promise to provide you insurance as stated in this Policy Document and the Policy Schedule attached to it.

Clause A. This Policy and the Insurance Contract

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

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

5. To whom this Policy is issued and what it covers:

- i. This Policy is issued to You and covers Your Insured Property relating to Your Business as mentioned in the Policy Schedule, where the total value at risk across all insurable asset classes at one location is not exceeding ₹ 5 Crore (Rupees Five Crore only) at the policy Commencement Date.
Provided, if the value at risk for all Insurable Assets exceeds ₹ 5 Crore during the Policy Period, this policy shall, on expiry, be replaced by the applicable policy.
- ii. If more than one person is insured under this policy, each of you is a joint policyholder. Any notice or letter we give to any of you will be considered as given to all of You. Any request, statement, representation, claim or action of any one of you will bind all of you as if made by all of you.
- iii. If you have mortgaged, pledged or hypothecated any Insured Property with a Bank, the Policy Schedule will show an 'Agreed Bank Clause' and the name of such Bank. The terms and conditions of this arrangement will be added to the Policy as an additional Clause.

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

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

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

Word/s	Specific meaning
Agreed Value	An amount agreed between You and Us at the Policy Commencement Date for items the value of which cannot be ascertained.
Bank	A bank or any financial institution
Building	<p>Any building or structure in Your Premises, where You carry on Your Business.</p> <p>It includes:</p> <p>c. Basement (if any), all fixtures and fittings permanently attached to the floor, walls or roof like electrical wiring, antennas etc.</p> <p>d. The following 'additional structures' located on Your Premises and used for Your Business, that are shown in the Policy Schedule:</p> <ul style="list-style-type: none"> i. garage, out-houses, security sheds, towers, verandah or porch, tanks, compound walls, retaining walls, fences, gates and internal roads, ii. lifts, hoists, 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, iv. water, gas and sewage pipeline within Your premises or v. any other structure shown in the Policy Schedule.
Business	Your commercial enterprise, trade or profession as shown in the Policy Schedule.
Commencement Date	It is the date and time from which the insurance cover under this Policy begins. It is shown in the Policy Schedule.
Contents	Those articles or things in Your Premises that are not permanently attached or fixed to the structure of Your Premises.

Endorsement	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.
Excess	It is the amount that You must bear in each and every claim before We become liable to pay.
Insurable Assets	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.
Insured Property	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.
Kutcha Construction	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.
Market Value	Market Value means new Replacement/Reinstatement Value minus depreciation reckoned as on the date of loss.
Money	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.
Partial Loss	Any loss other than Total Loss.

Plant and Machinery	<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. It includes</p> <ul style="list-style-type: none"> v. machines under repair, vi. machines taken on hire or lease, or through any system of purchase of goods, vii. foundation, bedding or setting of the machines, or viii. accessories of machines.
Policy Period	<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 for in Clause G (III) of this Policy, whichever is earlier.</p>
Policy Schedule	<p>The document accompanying and forming part of the Policy that gives Your details and of Your insurance cover, as described in Clause A (3) of this Policy.</p>
Premium	<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>
Pucca Construction	<p>Construction other than Kutcha Construction.</p>
Reinstatement/Replacement	<p>Reinstatement/Replacement is defined as:</p> <ul style="list-style-type: none"> iii. the reconstruction of buildings or replacement of other property lost or destroyed. iv. the repair or partial replacement of property damaged. <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>
Word/s	<p>Specific meaning</p>

	not superior, better or more extensive than its condition if it were new on the date it is damaged or destroyed.
Reinstatement/Replacement Value	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.
Stocks	Any stock of goods or merchandise. It may be: <ul style="list-style-type: none"> v. Finished goods, semi-finished goods, stock in process, stock invoiced and ready for dispatch, vi. Raw materials, packing materials, or vii. Stock held in trust for which You are responsible. viii. Stock in Open in the Insured Premises
Sum Insured	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.
Total Loss	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.
We, Us, Our, Insurer	The Insurance Company that has provided Insurance Cover under this Policy; of the Company.

You, Your, Insured	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
Your Premises	The premises in which You carry on Business that is occupied by You for the purposes of Business declared to Us and is reflected in the Policy Schedule.

Clause B. Insured Events

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

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

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

6.	Subsidence of the land on which Your Premises stand, Landslide, Rockslide	caused by f. normal cracking, settlement or bedding down of new structures, g. the settlement or movement of made up ground, h. coastal or river erosion, i. d. defective design or workmanship or use of defective materials, or j. demolition, construction, structural alterations or repair of any property, or groundworks or excavations.
7.	Bush fire, Forest fire, Jungle fire,	-
8.	Impact damage of any kind, i.e., damage caused by impact of, or collision caused by any external physical object (e.g. vehicle, animal, falling trees, aircraft, wall etc.)	a. caused by pressure waves caused by aircraft or other aerial or space Devices travelling at sonic or supersonic speeds. b. caused by vehicle, animal or aircraft belonging to or owned by Insured or their employee while acting in the course of employment.
9.	Missile testing operations	-
10.	Riot, Strikes, Malicious Damages	caused by d. total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind, e. temporary or permanent dispossession, confiscation, commandeering, requisition or destruction by order of the government or any lawful authority, or f. temporary or permanent dispossession of any Building by unlawful occupation by any person.
11.	Acts of terrorism (Coverage as per Terrorism Clause attached.)	Exclusions as per Terrorism Clause attached.
12.	Bursting or overflowing of water tanks, apparatus and pipes,	-
13.	Leakage from automatic sprinkler installations.	d. repairs or alterations in the Building in which Your Business is located,

14.	Theft within 7 (seven) days from the occurrence of and proximately caused by any of the above Insured Events	if it is c. of any article or thing outside Your Premises, or d. of any article or thing attached from the outside of the outer walls or the roof of Your Premises, unless securely mounted.
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Clause C. The Standard Cover

1. What We cover:

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

3. Basis of Sum Insured:

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

ii. For Stocks:

a. For raw material: landed cost at Your Premises.

b. For stock in process: input cost of the stock at the time of loss.

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

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

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

5. Restoration of Sum Insured:

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

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

6. In-Built Covers:

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

6.1. Additions, alterations or extensions:

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

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

6.2. Stocks at many locations on floater basis:

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

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

6.3. Temporary removal of stocks:

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

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

6.4. Cover for Specific Contents:

We cover the following, as applicable:

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

6.5. Start-Up Expenses:

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

6.6. Professional fees:

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

- iv. The fees are paid for preparing plans, specification tenders and quantities, and services in connection with the superintendence of the reinstatement of the Insured Building, Machinery, Accessories or Equipment;
- v. The maximum We pay is 5 % of the claim amount;

vi. We do not cover fees or costs for preparing any claim or estimate of loss or damage by the Insured Perils.

6.7. Costs for removal of debris:

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

6.8. Costs compelled by Municipal Regulations:

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

- v. You must commence the repairs, or reconstruction or reinstatement of the Insured Property, within a reasonable time after the date of damage or destruction. You must complete the repairs, reconstruction or reinstatement within reasonable time, in any case not beyond 12 months from the date of damage or destruction, or within such time as We may allow in writing.
- vi. If Our Liability is reduced under any term or condition of this Policy, Our liability under this extension will also be proportionately reduced.
- vii. All other terms and conditions of this Policy will apply to this extension.
- viii. These costs will not include
 - a. the costs incurred for complying with such regulations,
 - for destruction or damage occurring before Commencement Date,
 - for destruction or damage not insured under this Policy,
 - under which You have received notice before the destruction or damage occurred.
 - b. any additional cost required to repair or reconstruct the Insured Property to a condition equal to its condition when new, had the need to comply with the regulation not arisen.
 - c. the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the Insured Property or by the owner thereof by reason of compliance with any of the aforesaid regulations or bye-laws.

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

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

17. i. Excess of ₹ 5,000 (Rupees Five Thousand) for each claim. This means that We will deduct ₹ 5000 (Rupees Five Thousand) for each and every loss suffered by You under the terms of this policy.
ii. For terrorism risk the Excess shall be as per the clause attached to this policy.
18. Your deliberate, wilful or intentional act or omission, or of anyone on Your behalf, or with Your connivance.
19. Loss, damage or destruction to any electrical/electronic machine, apparatus, fixture, or fitting by over-running, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity from whatever cause (lightning included). This exclusion applies only to the particular machine so lost, damaged or destroyed. However, any ensuing loss or damage to other insured property due to operation of an insured peril is covered.
20. Loss, destruction or damage to the stocks in cold storage premises caused by change of temperature.
21. Loss, or damage by spoilage resulting from the retardation or interruption or cessation of any process or operation caused by operation of any of the Insured Events.
22. Your Premises or any Insured Building remaining continuously unoccupied for a period of more than 30 days, unless You have obtained prior written approval from Us and such approval is recorded as an endorsement on the Policy.
23. War, invasion, act of foreign enemy hostilities or war-like operations (whether war is declared or not), civil war, mutiny, civil commotion amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
24. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component that is part of it.
25. Pollution or contamination, unless
 - i. the pollution or contamination itself has resulted from an Insured Event, in which case only physical damage to the Insured Property is covered, or
 - ii. an Insured Event itself results from pollution or contamination.

26. Loss, destruction or damage to bullion or unset precious stones, any curios or works of art unless such amount is declared separately and recorded in the Policy Schedule.
27. Loss of any Insured Property which is missing or has been mislaid, or its disappearance cannot be linked to any single identifiable Insured Event.
28. Loss or damage to any Insured Property removed from Your Premises to any other place, except
 - i. machinery and equipment temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding 60 days,
 - ii. Stock covered under **Clause (C) (4.3)** of this Policy -.
29. Any reduction in market value of any Insured Property after its repair or reinstatement.
30. Loss or damage to any Insured Property or any claim which is covered by a marine policy in force at the time of loss or damage, except in excess of the limits of that policy.
31. Any consequential or indirect loss or damage of any description, i.e. losses or extra costs (financial or non-financial) that follow or are a consequence of an Insured Event, like, loss by delay, loss of income or wages or earnings, or of market, or of time, medical expenses, or any costs not covered by this Policy.
32. Costs, fees or expenses for preparing any claim.

Clause E. What We Pay

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

8. Partial Loss:

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

9. If Building or Plant and Machinery or Furniture, Fixture, Fittings is a **Total Loss, We will pay You for**

- i. The Reinstatement/Replacement Value of the Building or Plant and Machinery or Furniture, Fixture, Fittings.
- ii. Reconstruction of the new building on the same site, or another site. If You reconstruct the new Building or Reinstat the Plant and Machinery or Furniture, Fixture, Fittings on another site We will not pay You more than what We would pay to reconstruct or replace on the same site.

- iii. Reinstatement using standard material readily available and in common use for similar type of Building.

10. If the Stock is a **Total Loss**, We will pay You as follows:

- i. landed cost at Your Premises for Stock of raw materials,
- ii. total manufacturing cost for Stock of finished goods,
- iii. the input value of Stock in process at the time of loss,
- iv. The Contract Price in case of goods sold but not dispatched, and lying within Your premises for which You are responsible under the terms of a contract of sale. We will pay Your claim on the basis of the Contract Price, if the sale is cancelled wholly or to the extent of loss or damage caused by an Insured Event covered by this Policy. For the purposes of this para, the value of all goods to which this basis of settlement could apply in the event of loss or damage will also be ascertained on the same basis.

11. You must commence the repairs or Reinstatement within a reasonable time after the date of the damage or destruction. You must complete the repairs or Reinstatement within reasonable time, in any case not beyond 12 months from the date of damage or destruction, or within such time as We may allow in writing.

12. If You fail to start the work of the repairs or Reinstatement within reasonable time, or to complete the repairs or Reinstatement within time We will pay Your claim based on the Market Value of the Building, Plant and Machinery, Furniture, Fixture, Fittings as the case maybe.

13. We will pay the Market Value of the Building, Plant and Machinery, Furniture, Fixture and Fittings at the time it is a Total Loss, but not more than the relevant Sum Insured,

- i. If the Building cannot be Reinstated or rebuilt due to Municipal, State or Central law, rules, regulations or bye-laws,
- ii. If You do not wish to Reinstatate the Building, Plant and Machinery, Furniture, Fixture, Fittings.

14. We will also pay other amounts mentioned in **Clause C (4)** of this Policy

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

Clause F. Underinsurance

6. The Sum Insured for each item of Insured Property must be sufficient to pay for Reinstatement/Replacement of that Property on the date of loss. If the Reinstatement/Replacement Value of the Insured Property, in totality, including additions, alterations, erections and new acquisitions, is more than the Sum Insured, except to the

extent waived in **Clause F (3)** of this Policy, it amounts to underinsurance, and will reduce proportionate to the difference from the amount that We will pay for Your claim.

7. Every item of Insured Property is subject to this condition separately.

8. Under this ICICI Bharat Sookshma Udyam Suraksha Policy, We will waive underinsurance upto 15%.

9. If at the time of damage, the Sum Insured applicable to the relevant Buildings, Plant and Machinery, Furniture, Fixture, Fittings, Stocks and other Contents is less than 85% of the value of Insurable Assets You will be responsible for the difference and You will bear a proportionate share of the loss.

10. Underinsurance will not apply to **Cover for Specific Contents**.

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

Clause G. Conditions

IV) Your Obligations

7. Make true and full disclosure in the proposal and related documents

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

8. Make true statements and full disclosure in the claim and related documents

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

9. Obligation to take care: You must:

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

10. Inform change in circumstances:

You must inform Us immediately if:

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

11. Allow inspection and investigation of claim

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

12. Follow claim procedure

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

V) Renewal of Policy

4. End of Policy: This Policy will expire at the end of the Policy Period.

5. Application for renewal: If You wish to renew the Policy, You must apply for renewal before the end of the Policy Period and pay the required premium amount.

6. Renewal is not Automatic: We may seek relevant information from You for the purpose of renewal. We can reject Your renewal only on grounds of mis-representation, non-disclosure of material facts, fraud or non-co-operation on Your part.

VI) Cancellation and termination of Policy

4. Cancellation by You at any time

- a. You can cancel this Policy at any time by giving Us notice in writing. The Policy will terminate when We receive Your notice.
- b. If You cancel the Policy, We will refund premium as follows:

Time for which Policy in force	Refund of premium
Period for which policy is in force	Policy Premium – (Pro-Rata + 10%)

5. Cancellation by Us

We will not cancel the Policy during the policy period except on the grounds of mis- representation, non-disclosure of material facts, fraud or non-co-operation on Your part.

6. Automatic termination of the Policy:

This Policy will automatically end in the following cases:

- a. **Destruction of any Insured Building:** This Policy will automatically end 7 days after any Insured Building collapses or is displaced or destroyed by reason other than any Insured Event. If a separable part of any Insured Building falls down or is destroyed by reason other than any Insured Event, the cover will end for such part or additional structure.
- b. You can apply within 7 (seven) days of such fall or destruction for continuing insurance cover. We may agree, but will not be bound, to continue the cover on revised rates, terms and conditions.
- c. **Change of use or ownership of Insured Property:** The Policy will end in regard to the Insured Property affected, unless You have obtained Our prior consent in writing as an Endorsement on the Policy,
 - i. if You change the trade or manufacture, or the nature of Your occupation, or You change other circumstances relating to the Building or a building containing any Insured Property in such a way as to increase the risk of loss or damage by Insured Events;

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

(IV) Claims Procedure

If You suffer a loss because of an Insured Event, You must make a claim for Your financial loss at Your cost.

The procedure for making a claim is given below. These include things that **You must do**, and that **You must not do**. It is important to comply with these to ensure that it does not prejudice Your claim in any manner.

10. Immediate notice to Us

- a. As soon as any loss or physical damage occurs to any Insured Property due to an Insured Event, You must immediately give notice to Us of the loss or damage. This is necessary so that We can survey/investigate the loss or damage.
- b. You can give notice to any of Our offices or call centers.
- c. You must state in this notice
 - i. the Policy Number,
 - ii. Your name,
 - iii. details of report to the police that You made,
 - iv. details of report to any authority that You made,
 - v. details of the Insured Event
 - vi. a brief statement of the loss,
 - vii. particulars of any other insurance of the Insured Property, Your Premises or any other Property on Your Premises,
 - viii. details of loss or damage under Add-ons, if any, and
 - ix. submit photographs of loss or physical damage, wherever possible.

11. Steps to prevent loss and damage

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

12. Immediate notice to authorities

- a. As soon as any loss or damage occurs to the Insured Property, You must give immediate report to appropriate legal authorities. For example, You must report to the fire brigade of the local authority and the police if there is damage by fire/ explosion / implosion or lightning. In case of subsidence/ landslide/ rockslide, You must inform the District Administration. In the event of impact damage of any kind or Riot Strikes,

Malicious acts and acts of terrorism, You must inform the police. If there is a theft within 7 (seven) days following an Insured Event, You must inform the police.

- b. We may, but not necessarily, waive this condition if We are satisfied that by reason of extreme hardship it was not possible for You or any other person on Your behalf to give such report.

13. Submit claim

i.

a. You must submit Your claim in Our claim-form at the earliest opportunity, but within 30 days from the date You first notice the loss or damage. The claim form is available in any of Our branches, and on Our web-site.

b. You must state in Your claim the details of any other insurance policy that covers the damage or loss for which You have filed Your claim, whether You have purchased such other insurance, or someone else has purchased it for You.

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

14. Establish loss

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

v. You must support Your claim for Insured Property with Plans, specification books, vouchers, invoices pertaining to costs incurred by You for reconstruction/replacement/repairs.

vi. You must allow Us, Our officers, surveyors or representatives to inspect the Insured Property, and to take measurements, samples, damaged items or parts, and photographs that are relevant.

vii. You must give Us authority to see the relevant records and get information about the Event and Your loss from the police or any other authority.

viii. You must give Us, when We request, any additional information that We require for verifying Your claim.

15. Fraudulent claim

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

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

16. Other insurance

- v. If You have any other policy with Us or any other Insurance Company (taken by You or by anyone else for You) covering in whole or in part any claim that You have made under this Policy, You have a right to ask for settlement of Your claim under any of these policies.
- vi. If You choose to claim under this Policy from Us, We will settle Your claim within the limits and the terms and conditions of this Policy.
- vii. After We pay the amount under Your claim, We have the right to ask for contribution from the Insurers that have given You the other policies.
- viii. We will ensure that Our actions do not impose any liability on You.

17. Our rights relating to Insured Property

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

18. Recovery action by Us

- iv. When We accept and pay Your claim under the Policy, We can start legal proceedings to recover the amount or property from the third party who has caused the loss or damage to the Insured Property. You must give authority to Us to take such action and exercise this right effectively, when We request You, whether

before or after making payment of Your claim. You must give all information, cooperation, assistance and help for this purpose. You must not do anything which will prejudice Our right.

- v. Any amount We recover from such person will be applied first to the costs of the legal proceedings and recovery, then to the claim amount We have paid or must pay to You. We will pay You any balance.
- vi. You can start legal proceedings against any person who has caused the loss or damage only with Our prior consent, and on conditions that We will impose. You must not compromise or settle any claim against such person without Our consent. If You recover any amount from such person, You must return to Us the amount We have paid for Your claim. We can take over the conduct of legal proceedings that You have started and continue the proceedings in Your name.

Clause H. Changes to covers

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

Clause I. Other details

5. Designation of Insured Property

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

6. Notices

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

7. Applicable law and jurisdiction

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

8. Arbitration

If any dispute or difference arises between You and Us regarding the amount of claim to be paid under this policy (liability having been admitted by Us), such difference shall independently of all other questions, be referred to the decision of a sole arbitrator to be appointed in writing by You and Us or if You and We cannot agree upon a single arbitrator within 30 days of either of Us opting for arbitration, the same shall be referred to a panel of three arbitrators comprising of two arbitrators, one to be appointed by each of Us, to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

Standard Add-ons

This is an additional covers that extends the insurance cover that We give under the **ICICI Bharat Sookshma Udyam Suraksha**. We give these additional covers if You have applied to and paid premium for the covers and We have accepted to give covers to You.

1. Declaration Policy for Stocks

16. We agree to cover Your Stock on receipt of provisional premium based on Your declaration of the value of Stock, the premium being liable to be adjusted at expiry of the Policy Period, as follows:

17. You will declare to Us in writing signed by You or an authorised person, the value of Your Stock less any amount insured by Policies other than declaration policies. If any Stock is covered by declaration policies, You must apportion to each policy a share of the value of stocks insured by such declaration policies pro-rata to the respective amounts named in those policies.

18. Your declaration shall state

- i. Average of the value at risk on each day of the month, or
- ii. Highest value at risk during the month

19. The value for Your declaration shall be the market value. Any loss covered shall be settled on the basis of the market value immediately before the loss.

20. You must give a separate declaration relating to each separate location.

21. You shall give such declaration before the last day of the succeeding month. If You do not make a declaration in time, We will consider the Sum Insured mentioned in the Policy Schedule as the value at risk.

22. At the end of the Policy Period, the actual premium will be calculated at the rate applied under the Policy on the average Sum Insured, i.e.,
The total of values declared or deemed to have been declared ÷ the number of declarations made or deemed to have been made.

23. If the premium calculated on adjustment is less than the provisional premium You have paid, We will repay the amount of the difference not exceeding 50% of the provisional premium.
24. If at the time of loss there is another subsisting insurance policy covering the insured Stock other than on declaration basis, whether You have taken such policy or some one else, We will only pay the amount of difference by which the value of the Stock at the time of loss exceeds the Sum Insured under the other policies, and We will not be liable to contribute more than that proportion which such difference bears to the total value of stocks. In all cases, the maximum We will pay is the relevant Sum Insured.

25. If after loss has occurred, it is found that the amount of last declaration before the loss is less than the amount which ought to be declared, We will pay only that proportion of loss which the amount in the last declaration bears to the amount that ought to have been declared.
26. If You cancel the policy (whether any stock exists or not), We will retain short period premium calculated on the average amount insured until the cancellation, or 50% of the provisional premium, whichever is higher. If You cancel the policy after loss has occurred, We will retain the premium of the higher of the two amounts:
- i. The pro-rata proportion of the premium calculated on the average amount insured until cancellation plus the pro-rata proportion of the premium from the date of loss to the end of the Policy Period, and
 - ii. 50% of the provisional premium.
27. You cannot reduce the Sum Insured during the Policy Period.
28. We will not pay more than the Sum Insured, and You need not pay premium on value in excess of the Sum Insured. You and Us can increase the Sum Insured by agreement, and its effective date will be added by Endorsement on the Policy. You are liable to pay an additional provisional premium on the increased Sum Insured proportionate to the unexpired Policy Period. If the rate for the class of the relevant risk is revised during the Policy Period, You must pay an additional provisional premium on the revised rate for the unexpired period. In both these cases, the premium will be adjusted at the end of the Policy Period as stated in **Clause 7** above.
29. If the Insured Stocks are collectively of greater value than their Sum Insured at the time of loss, You will be Your own insurer for the difference, and must bear a rateable proportion of the loss. Every item of Stock shall be separately subject to this condition.
30. All other terms and conditions of the Policy shall apply to the Declaration Policy.

Standard Special Clause (Agreed Bank Clause)

Agreed Bank Clause

If You have mortgaged, hypothecated or created any security over any Insured Property in favour of a Bank, and the Bank has an interest in the Policy, the name of such Bank will also be shown in the Policy Schedule under the title 'Agreed Bank Clause'. If You choose to add the name of such Bank at any time during the Policy Period, this will be shown as an Endorsement. In this Clause, the word 'Bank' includes any financial institution.

Under this Clause, You agree as follows:

- i. We shall pay to the Bank the entire amount that We are liable to pay under this Policy. Such Bank will receive it for its own demand, and as agent for any other person interested in the amount.
- ii. When We pay the amount to the Bank, Our liability under this Policy will be discharged, and will be binding on all of You and all persons named as the insured.
- iii. Any notice or communication We make to the Bank under the provisions of this Policy shall be sufficient notice or communication to You.
- iv. Any settlement or compromise that We make with the Bank will be binding on You and all persons named as the insured. However such settlement or compromise will not affect the rights of the Bank to recover any amount from You or any other person.
- v. If You make any change in the use of the Insured Property or Your Premises, or sell or transfer the Insured Property, such actions will not prejudice the interest of the Bank under the Policy and this Clause, unless the condition has been broken by the Bank or its employees.
- vi. If You commit any act or omission that will increase the risk, the insurance cover will not be invalidated. However, the Bank shall notify Us of any change or ownership, or alterations and increase in risks as soon they become known to the Bank, and shall pay additional premium from the time of such change.
- vii. When We pay the amount to the Bank, We will become legally and automatically subrogated to all rights of the Bank to the extent of such payment. This will not impair or prejudice the rights of the Bank to recover any amount from You or any other person.

N.B: The Bank shall mean the first named Financial Institution/Bank named in the policy.

if. BURGLARY

Terms & Conditions

The Company shall compensate the Insured for any loss or damage, caused by burglary,-- to the contents of Insured's premises.

The Company's liability under this benefit is limited as follows:

- 1) The insurance cover under the Policy shall automatically include all items acquired by the Insured during the Policy period, provided that all items of individual value equal to or more than Rs.10,000/-, shall be immediately declared by the Insured to the Company, failing which the value of such item/s for the purposes of this section and claim settlement shall be taken as equivalent to Rs. 10,000/-.
- 2) The Company's liability shall be subject to a deductible excess of an amount as specified in Part I of the Schedule to the Policy, for any and all claims arising in a particular year.

The Company's liability under this section shall not exceed the _sum insured- as specified in Part I of the Schedule to the Policy.

Exclusions

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

- 1) loss or damage caused by the Insured's and/or Insured's staff's direct and / or indirect involvement in the actual or attempted burglary;
- 2) any loss or damage to, or on account of loss of, livestock, motor vehicles, pedal cycles, money, securities for money, stamp, bullion, deeds, bonds, bills of exchange,

promissory notes, stock or share certificates, business books, manuscripts, documents of any kind, ATM debit or credit cards (unless previously specifically declared to, and accepted by, the Company);

- 3) the loss or damage occurring while Insured's premises is unoccupied, for a period of more than 30 days consecutively, and if the Insured had not previously informed the Company of the same and obtained its written consent/approval.
- 4) loss or damage to any property illegally acquired, kept, stored, or property subject to forfeiture in any manner whatsoever;
- 5) loss or damage to jewelry, gold ornaments, precious stones and silver articles of any description.
- 6) Theft without actual violent and visible forced entry and/or exit from the premises.

Claim Documents

- (i) First Information Report
- (ii) Investigation Report by the Police
- (iii) Fire Brigade Report
- (iv) Invoices of owned articles, if required
- (v) Legal opinion wherever required.

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

III. CASH IN SAFE

Terms & Conditions

The Company will compensate the Insured in respect of loss of, or damage to, money and / or valuables caused by burglary and / or attempted burglary when such money and/or valuables are contained in a domestic safe or vault which is protected by appropriate and adequate security measures. ⁱ

The liability of the Company shall be limited to the actual amount of money and/or valuables lost or damaged, as evidenced by proper records which are available and/or stored in a secure location separate from the safe or vault in which such money and/or valuables were stored.

Provided that the Company's liability under this coverage shall not exceed the sum Insured as specified in Part I of the Schedule to the Policy.

Exclusions

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

- (a) Loss of money where any employee of the Insured's, or of a member of the Insured's family, is involved as principal or accessory in the burglary and/or attempted burglary.
- (b) Loss of money which cannot be verified or accounted for through proper records on shortage.
- (c) Loss of money due to access to the safe or vault by any person in any manner whatsoever, other than such access being provided or facilitated by the Insured under duress, assault or threat of violence.

Claim Documents

- (i) First Information Report
- (ii) Investigation Report by the Police
- (iii) Legal opinion wherever required.

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

IV. CASH IN TRANSIT

Terms & Conditions

The Company shall compensate the Insured for loss of money in coins and/or notes caused by burglary, robbery or theft occurring while such money is in the Insured's possession and is being conveyed by the Insured to the Insured's premises from the Insured's bank/ATM from where such money had been withdrawn immediately prior to the occurrence.

For the purposes of this coverage, "transit" is defined as conveyance of cash from the bank/ATM to the Insured's premises and covers movement of the Insured to any other place en route, within the defined municipal limits of the city/town in which such premises is situated.

Provided that the Company's liability shall not exceed the sum insured as specified in Part I of the Schedule to the Policy.

Exclusions

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

- 1) second or subsequent transit in any one day.
- 2) cases where the loss is not supported by an immediate notice to the Police authorities and to the Company, (alongwith a copy of the First Information Report (FIR)).

Claim Documents

- (i) First Information Report
- (ii) Investigation Report by the Police
- (iii) Legal opinion wherever required.

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

V. GLASS BREAKAGE

Terms > Conditions

The Company shall compensate the Insured for loss or damage to any fixed glass other than that which are specifically excluded hereunder, caused by any accidental, external and visible means.

Provided that the Company's liability shall not exceed the sum insured as specified in Part I of the Schedule to the Policy.

Exclusions

The Company shall not be liable to make any payment under any section in connection with or in respect of any expenses whatsoever incurred by any Insured in connection with or in respect of loss or damage to glass:

- 1) occurring while the premises is under construction or vacant for a continuous period of 15 days, even if notice of construction or vacancy has been given to the Company;
- 2) which is embossed, silvered, lettered, ornamental, curved or any other glass whatsoever, other than glass which is plain and of ordinary glazing quality, unless specifically declared to, and accepted by, the Company;
- 3) occurring during the course of removal, alteration or repairs of such glass in or in the proximity of the Insured's premises.
- 4) caused by any perils covered under ICICI Bharat Sookshma Udyam Surakhsa coverage in this Part II of the Policy.

Claim Documents

- (i) First Information Report
- (ii) Investigation Report by the Police
- (iii) Legal opinion wherever required.

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

VI. PROFESSIONAL INDEMNITY

Terms & Conditions

The Company shall compensate the Insured for any legal liability of the Insured for breach of duty during the period specified in the Schedule to this Policy, including defence costs if incurred with the written consent of the Company.

Provided that the Company's liability shall not exceed the sum insured as specified in Part I of the Schedule to the Policy.

Exclusions

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

- (i) any personal injury suits such as libel, slander, false arrest, wrongful conviction, wrongful detention, defamation, etc. and mental injury, anguish or shock resulting therefrom.
- (ii) infringement of plans, copy-right, patent, trade name, trade mark, registered design and other intellectual property by whatever name called.
- (iii) the granting of inappropriate licenses by the Insured as a,, party to any construction project.
- (iv) any dishonest, fraudulent, criminal or malicious act or omission
- (v) any liability assumed by the Insured by agreement or contract and which would not otherwise have attached in the absence of such agreement or contract.
- (vi) loss of any documents/data/information or losses sustained on account of time spent in investigating the cause of any damage (including costs for re-projecting in connection with the damage) and claims for losses sustained.
- (vii) bodily injury, sickness, disease, death or damage to property or financial loss and/or consequential loss unless arising out of wrongful, faulty or inaccurate design or advice.

- (viii) injury to any person being under a contract of employment or apprenticeship with the Insured, the Insured's contractor(s) and/or sub-contractor(s) when such injury arises in the course of duties performed under such contract or apprenticeship.
- (ix) the ownership, maintenance, use, occupation, leasing or custody of property mobile and/or immobile by, to or on behalf of the Insured, or brought about by damage to or destruction of property owned by, rented or leased to or in the custody of the Insured.
- (x) deliberate, willful or intentional non-compliance with any statutory provision.
- (xi) fines, penalties, punitive or exemplary damages or any other damages resulting from the compounding of compensatory damages.
- (xii) any occurrence through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- (xiii) losses directly or indirectly caused by or contributed by
 - a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
 - c. Earthquake, earth-tremor, volcanic eruption, flood, storm, tempest, typhoon, hurricane, tornado, cyclone or other similar convulsions of nature and atmospheric disturbance.
- (xiv) The deliberate non-compliance with technical standards commonly observed in professional practice, laid down by law, or regulated by official bodies.
- (xv) loss due to delay.
- (xvi) Ownership and/or conduct of any other business or activities- being wholly or partly owned/operated or managed besides the business specified in the Schedule to the Policy.
- (xvii) exceeding initial estimates and costs of a construction project from not adhering to deadlines in completing such construction or part thereof and from inaccurate accounts or mismanagement of accounts.
- (xviii) inadequate quantity/quality of construction or mismanagement of the building materials.

- (xix) activities of the Insured as joint venture partner unless such joint venture and/or partnership is specified in the Schedule to the Policy, in which case the liability of the Company shall be limited to the extent of participation/share of the Insured in the joint venture or partnership so specified.
- (xx) any contract where the Insured acts as a construction contractor whether or not in conjunction with his/their profession as stated in the Schedule to the Policy.
- (xxi) liability arising out of pollution and/or contamination or other environmental law violation of whatsoever nature.
- (xxii) claims for losses as a consequence of inappropriate material or construction damage, such as loss of produce of all kinds, loss due to inferior performance, poor quality of construction or low profitability as well as losses due to expenditure by any person other than the Insured attempting to remedy the same.
- (xxiii) claims for damage caused by motor vehicles, sea vessels or aircraft.
- (xxiv) adverse circumstances known to the Insured, but not disclosed to the Company, at the inception of the Policy.

Policy Related Terms and Conditions

- 1) In respect of each legal claim made against the Insured, the amount of the deductible excess specified in the Schedule to the Policy shall be borne by the Insured.
- 2) Insured shall not admit liability for, or settle any claim- or incur any costs or expenses in connection therewith, without the written consent of the Company. The Company shall be entitled at any time to take over and conduct in Insured's name the defence or settlement of any claim.
- 3) Insured shall not be required to contest any legal proceedings unless a legal counsel (to be mutually agreed upon with the Company) shall advise that such proceedings should be contested.
- 4) The Company shall not settle any claim without the consent of the Insured. If, however, Insured should refuse to consent to any settlement recommended by the Company and shall elect to contest or continue any legal proceedings in connection with such claim, then Company's liability for the claim shall not exceed the amount for which the claim could have been so settled, plus the costs and expenses incurred with the Company's consent up to the date of such refusal, and then only up to the amount specified in Part I of the Schedule to the Policy.
- 5) Insured shall, as a condition precedent to their right to be indemnified under this coverage, provide to the Company:
 - (i) immediate notice in writing of any claim made against them, and/or

- (ii) the receipt of notice from any person of an intention to hold Insured responsible for the results of any breach of duty, and/or
- (iii) details of any circumstance of which Insured may become aware, which may subsequently give rise to a claim against the Company.

Such notice having been given as required by (i), (ii) or (iii) above, any subsequent claim arising therefrom shall be deemed to have been made during the subsistence of such notice.

Insured shall, upon request, give to the Company such information as the Company may reasonably require.

- 6) If any payment is made by the Company under this coverage in respect of a claim, the Company shall be subrogated to all rights of recovery in relation thereto. The Company shall not however exercise any such rights against any of Insured's employee unless the claim has been brought about or contributed to by the dishonest, fraudulent, criminal or malicious act or omission of the employee.
- 7) If the Insured shall make any claim hereunder knowing the same to be false __or__ fraudulent, as regards amount of liability or otherwise, this coverage shall become void and all claim/s hereunder shall be forfeited.

Claim Documents

- (i) First Information Report
- (ii) Incident Reporting Form
- (iii) Legal opinion wherever required.

And any other document as may be appropriately applicable for the claims preferred under this section of the Policy.

VII. CHEQUE FORGERY

Terms & Conditions

The Company shall compensate the Insured for any loss to the Insured caused by forgery or material alteration of Cheques, Drafts or other negotiable instruments issued by, or in favour of, the Insured.

Provided that the Company's liability shall not exceed the sum insured as specified in Part I of the Schedule to the Policy.

Claim Documents

- (i) First Information Report
- (ii) Investigation Report by the Police

- (iii) Legal opinion wherever required.

And any other document as may be appropriately applicable for the claims preferred under this section of the Policy.

VIII. EMPLOYERS LIABILITY

Terms & Conditions

The Company shall indemnify the Insured against the legal liability of the Insured in respect of any bodily injury sustained by, or the loss of life of, the Insured's employees arising out of and in the course of their employment.

Provided that the Company's liability shall not exceed the sum insured as specified in Part I of the Schedule to the Policy.

Exclusions

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

- 1) accidental death or bodily injury incidental to:
 - (i) the Insured's profession or business, trade, or
 - (ii) any liability voluntarily assumed by the Insured unless with the prior consent of the Company.
 - (iii) the Insured's ownership, possession, or custody of animals, vehicles, airborne or water borne vessels or craft of any kind, or any mechanically propelled vehicle other than gardening equipment and wheelchairs, or
 - (iv) the transmission of any communicable disease or virus;
- 2) any accident, death or bodily injury caused whilst the Insured's pedal cycle is being used by the employee for hire or reward, racing or pace making, anywhere within India.
- 3) any liability which the Insured has assumed by contract unless the Insured's liability would have legally arisen even if no contract had been in force.

Claim Documents

- (i) First Information Report
- (ii) Investigation Report by the Police

- (iii) Medical Officers Certificate for death or disability
- (iv) Hospital Bills for expenses for treatment
- (v) Post Mortem Certificate wherever required
- NO Legal opinion wherever required.

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

IX. MEDICLAIM

Terms & Conditions

In the event that the Insured contracts any disease or suffers from any one illness or sustains any bodily injury through accident, and if such disease, illness, accident or injury shall require any such Insured Person, upon the advice of a Medical Practitioner, to incur Hospitalisation or Domiciliary Hospitalisation expenses, the Company will pay to the Insured, the amount of such expenses as are reasonably and necessarily incurred thereof, by or on behalf of such Insured to the extent and the manner hereinafter provided.

Provided that the Company's liability shall not exceed the sum insured as specified in Part I of the Schedule to the Policy.

Exclusions

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

- (i) Such diseases, which were pre-existing at the time of proposal. Provided that this exclusion shall not apply if, as per medical opinion, the Insured could not have known of the existence of the disease at the time of proposal.
- (ii) The expenses on treatment of diseases, or illness such as Cataract, Benign Prostatic Hypertrophy, Hysterectomy for Menorrhagisa or Fibromyoma, Hernia, Hydrocele, Congenital Internal Diseases, Fistula in anus, piles, Sinusitis and related disorders during the first year of operation of this Policy. If these diseases, or illnesses were pre-existing at the time of proposal, they will not be covered during subsequent renewal of the Policy.
- (iii) Diseases, illness, accident or injuries directly or indirectly caused by or arising from or attributable to war, invasion, act of foreign enemy, war like operations (whether war be declared or not).
- (iv) Circumcision whether or not necessitated by vaccination or inoculation or change of life or cosmetic or aesthetic treatment of any description, plastic surgery unless necessary for treatment of a disease or injury not excluded

by the terms of the Policy or as may be necessitated due to treatment of an accident.

- (v) The cost of spectacles and contact lenses, or prosthetic hearing aids.
- (vi) Dental treatment or surgery of any kind unless requiring hospitalisation.
- (vii) Convalescence, general debility, run-down condition or rest cure, congenital external disease or defects or anomalies, sterility, venereal disease, intentional self-injury (whether arising from an attempt to suicide or otherwise) and use of intoxicating drugs and/or alcohol.
- (viii) All expenses arising out of any condition directly or indirectly caused to or associated with Acquired Immuno Deficiency Syndrome (AIDS) whether or not arising out of HIV, Human T-Cell Lymphotropic Virus Type III (HTLV III) or Lymphadenopathy Associated Virus (LAV) or the Mutants Derivative or Variations Deficiency Syndrome or any Syndrome or condition of a similar kind.
- (ix) Charges incurred at Hospital or Nursing Home primarily for diagnostic, X-Ray or laboratory examinations or other diagnostic studies not consistent with or incidental to the diagnosis and treatment of the positive existence or presence of any diseases, illness or injury whether or not requiring Hospitalisation/Domiciliary Hospitalisation.
- (x) Expenses on vitamins and tonics unless forming part of treatment for injury or disease as certified by the attending Medical Practitioner.
- (xi) Diseases, illness, accident or injuries directly or indirectly caused by or contributed to by nuclear weapons/materials or contributed to by or arising from ionising radiation or contamination by radioactivity by any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
- (xii) Treatment arising from or traceable to pregnancy, -childbirth including caesarean section.
- (xiii) Voluntary termination of pregnancy unless on medical advice.
- (xiv) Naturopathy treatment

3. Basis of Assessment of claims

- (i) Basis of assessment of the claim shall be as under:

The benefit payable shall be such expenses reasonably and necessarily incurred by or on behalf of the Insured under the following categories but not exceeding

the sum insured in respect of such Insured as specified in Part I of the Schedule to the Policy.

(ii) Heads of compensation payable:

- a) Room and Boarding Expenses as incurred at the Hospital/Nursing Home;
- b) Nursing Expenses;
- c) Fee paid to Medical Practitioner, Surgeon, Anaesthetics, Consultants and Specialist
- d) Anaesthesia, Blood, Oxygen, Operation Theatre Charges, Surgical Appliances, Medicines S drugs, Diagnostic Materials and X Ray, Dialysis, Chemotherapy, Radiotherapy, Cost of Pacemaker, Artificial Limbs & Cost of Organs and similar expenses.

(iii) The procedure for lodging the claim shall be as under:

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

- a) The Insured shall give immediate notice thereof in writing to the Company.
- b) The Insured shall deliver to the Company, within a fortnight from the date of completion of treatment, a detailed statement in writing as per the claim form together with bills, vouchers and any other material particular, relevant to the making of such claim.
- c) The Insured shall tender to the Company all reasonable information, assistance and proofs in connection with any claim hereunder.

4. Policy Related Terms and Conditions

- (i) Any medical practitioner authorised by the Company shall be allowed to examine the Insured Person in case of any alleged diseases, (illness, accident or injuries requiring Hospitalisation or Domiciliary Hospitalisation when and so often as the same may reasonably be required on behalf of the Company.
- (ii) If at the time when any claim arises under this Policy, there is in existence any other insurance policy whether it be effected by or on behalf of any Insured in respect of whom the claim may have arisen covering the same loss, liability, compensation, costs or expenses, the Company shall not be liable to pay or contribute more than its rateable proportion of any loss, liability, compensation, costs or expenses.

- (iii) All medical/surgical treatment under this Policy shall have to be taken in India and admissible claims thereof shall be payable in Indian currency.

Claim documents:

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

- (i) Duly completed claim form
- (ii) Bills, receipts and discharge certificate/card from the Hospital
- (iii) Bills from Chemists supported by proper prescription.
- (iv) Test reports and payment receipts.

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

X. PERSONAL ACCIDENT

Terms and Conditions

The Company shall compensate the Insured, a percentile of the sum insured as mentioned hereunder, if any of the Insured persons sustain any bodily injury resulting solely and directly from accident, caused by external, violent and visible means, to the extent and in the manner hereinafter provided.

Exclusions

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

- 1) Compensation under more than one of the categories specified in Paragraph I and II of the Basis of Assessment (under "Categories of Benefits) in respect of the same bodily injury of the Insured person(s).
- 2) Payment of compensation in respect of death, injury or disablement of Insured person(s):
 - a) from intentional self-injury, suicide or attempted suicide;
 - b) whilst under the influence of intoxicating liquor or drugs;
 - c) directly or indirectly caused by venereal disease or insanity;
 - d) arising or resulting from the insured committing any breach of the law with criminal intent.
 - e) due to, or arising out of, or directly or indirectly connected with or traceable to, war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, mutiny, military or usurped power, seizure, capture,

arrests, restraints and detainment of all Heads of State and citizens of whatever nation and of all kinds and acts of terrorism.

- f) Directly or indirectly caused by or contributed to by or arising from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel. For the purpose of this exception, combustion shall include any self-sustaining process of nuclear fission.
 - g) Directly or indirectly caused by or contributed to by or arising from nuclear weapon materials.
 - h) Death or disablement resulting directly or indirectly caused by contributed to or aggravated or prolonged by childbirth or pregnancy or in consequence thereof.
 - i) engagement in dangerous activities;
 - j) mounting into, dismounting from or travelling in any aircraft other than as a fare paying passenger on a scheduled flight;
 - k) mental disorder or psychosomatic dysfunction;
- 3) The aggravation of any injury, sickness or disease for which medical care, treatment, or advice was recommended by or received from a physician or from which the Insured suffered or which was present before the commencement of the period of insurance.
- 4) Medical expenses incurred relating to any pre-existing condition.

3. Basis of Assessment of Claims

- (a) Basis of assessment of claim shall be

The benefit payable to or on behalf of the Insured person(s) will be as per the following categories but not exceeding the sum insured as specified in Part I of the Schedule to this Policy unless otherwise agreed by the Company.

Categories of benefits

I Death

The sum insured as specified in Part I of the Schedule will be paid per Insured person, if the death of the Insured person(s) is within a period of twelve months from the date of bodily injury, and such bodily injury be the sole and direct cause of the death of the Insured person(s).

II Permanent Total Disablement (PTD)

If such injury shall within twelve months of its occurrence be the sole and direct cause of the total and irrecoverable loss of:

- (i) Sight of both eyes, or of the actual loss by physical separation of two entire hands or two entire feet, or one entire hand and one entire foot, or of such loss of sight of one eye and such loss of one entire hand or one entire foot, then the sum insured per Insured person as specified in Part I of the Schedule hereto as applicable to such Insured person(s).
- (ii) Use of two hands or two feet, or of one hand and one foot, or of loss of sight of one eye and loss of use of one hand or one foot, then the sum insured per Insured person as specified in Part I of the Schedule hereto as applicable to such Insured person(s).
- (iii) The sight of one eye, or of the actual loss by physical separation of one entire hand or one entire foot, then (50%) of the sum insured per Insured person as specified in Part I of the Schedule hereto as applicable to such Insured person(s).
- (iv) Total and irrecoverable loss of use of a hand or a foot without physical separation then (50%) of the sum insured per Insured person as specified in Part I of the Schedule hereto as applicable to such Insured person(s).

Note: For the purpose of clause (iii) and (iv) above, physical separation of a hand or foot means separation of hand at or above the wrist, and of foot at or above the ankle.

- (b) If such injury shall as a direct consequence thereof, immediately, permanently, totally and absolutely, disable the Insured person(s) from engaging in being occupied with or giving attention to any employment or occupation of any description whatsoever, then the sum insured as specified in Part I of the Schedule hereto as applicable to such Insured person(s).

III Ambulance Charges

Actual charges paid for any Ambulance services rendered for transportation of the Insured to the Hospital from the place of accident and for return to the place of dwelling, subject to a maximum sum of Rs. 2,000/-.

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IV Carriage of Dead Body

In the event of death of the Insured person(s) due to accident as defined in the Policy out side his/her residence, the Company shall pay expenses incurred for transportation of Insured's mortal remains to the place of residence or place of funeral or any other place, subject to a maximum of 2% of the sum Insured per Insured person(s) or Rs.2,000/-, whichever is less. Further, it is a condition precedent to the payment of the aforesaid transportation expenses that the detailed account of the expenses incurred alongwith all the supporting bills and documents, substantiating such expenses, shall be submitted to and approved by the Company.

If the Company has accepted a claim under this benefit and the Insured suffer an accident causing bodily injury that requires Hospital attendance and that results in death or permanent disablement, the Company shall indemnify the Insured for the Medical expenses incurred by the Insured as an inpatient in a hospital to a maximum of 20% of the sum insured shown under the benefit "Personal Accident", or As. 25,000/- whichever is less.

If the Insured does not make a claim under this benefit during the period of insurance, and the Insured renews this Policy with the Company within 30 days of its expiry provided that the subsequent renewals are always individually for a period of one year, then the Company shall increase the sum Insured per person for the benefit "Personal Accident" by 5% per subsequent period of insurance until it stands 50% higher than the current sum insured per person.

Provided that the coverage under this benefit is available only for persons above the age of 5 years and below the age of 70 years.

Provided further that the liability of the Company shall not exceed the sum insured as specified in Part I of the Schedule to the Policy.

(c) Claim Documents: The Insured or Insured's assignee or legal representative shall be required to furnish the following for or in support of a claim:

- (i) Doctor's Report
- (ii) Police report, wherever necessary
- (iii) Death certificate, wherever necessary/applicable
- (iv) Medical Bills, wherever applicable

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

(d) The procedure for lodging the claim shall be as under:

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

- 1) The Insured or Insured's assignee or legal representative shall give notice within seven (7) days thereof in writing to the Company and also provide the Company with a medical certificate detailing the bodily injury.
- 2) The Insured or Insured's assignee or legal representative shall, at the Insured's cost, deliver to the Company, within fourteen (14) days of the date on which the event shall have come to his knowledge, a detailed statement in writing as per the claim form and any other material particular, relevant to the making of such claim.

- 3) if an event of death arising out of bodily injury occurs, the Insured or Insured's assignee or legal representative shall give the Company written notice immediately;
- 4) the Insured, Insured's assignee or legal representative shall permit any medical or other agent retained by the Company to make an examination of the person claiming bodily injury as may reasonably be required, within fourteen (14) days of the Company's request. In the event death occurs, such examination shall be at the Company's expense.
- 5) permit any medical or other agent retained by the Company to make an examination of the person in the event of death, arrange for a post-mortem examination, in either case at the Insured's expense and within a period of 14 days of the Company's request.
- 6) The Insured shall tender to *the Company all reasonable information, assistance and proofs in connection with any claim hereunder.

XI. PUBLIC LIABILITY

Terms & Conditions

The Company shall indemnify the Insured for those sums that the Insured becomes legally liable to pay, including litigation expenses (if incurred with the Company's prior written consent) and any amount in compensation, by virtue of the following items as specified occurring in and about the Insured's premises:

1. accidental death or bodily injury to any person other than the Insured or the Insured's employees / staff. This coverage shall be limited to the sum insured for any one accident or series of accidents arising from any one event or cause, and for all accidents during the period of insurance, and,
2. accidental damage to property of any person other than the Insured or Insured's employees / staff. This coverage shall be limited to the sum insured for any one accident or series of accidents arising from any one event or cause, and for all accidents during the period of insurance,

Provided that the Company's liability shall not exceed the sum insured as specified in Part I of the Schedule to the Policy.

Exclusions

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

- (i) any pollution howsoever caused unless specifically covered;

- (ii) any product liability, or for any professional service deficiency or liability arising therefrom;
- (iii) Any liability assumed by the Insured by an agreement or contract, which would not have attached in the absence of such agreement or contract;
- (iv) any Acts of God, earthquake, earth-tremor, volcanic eruption, flood, storm, tempest, typhoon, hurricane, tornado, cyclone or other similar acts or convulsions of nature and atmospheric disturbances;
- (v) deliberate, wilful or intentional non-compliance with any statutory requirements;
- (vi) loss of a financial nature such as loss of goodwill, loss of market share etc;
- (vii) all personal injury suits such as libel, slander, false arrest, wrongful conviction, wrongful detention, defamation etc., and mental injury, anguish, or shock resulting therefrom;
- (viii) any infringement of intellectual property rights such as copyright, patent, trade mark, registered design and trade secrets or any other intellectual property;
- (ix) fines, penalties, punitive or exemplary damages or any other damages resulting from the compounding of compensatory damages, or arising out of any criminal prosecution;
- (x) Directly or indirectly occasioned by, occurring through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
- (xi) Directly or indirectly caused by or contributed to by:
 - (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- (xii) transportation of materials and/or hazardous/dangerous substances outside Insured's premises unless specifically covered;
- (xiii) For or in respect of damage to property owned, leased or hired or under hire purchase or on loan to the Insured or otherwise in the Insured's care, custody or control other than:

- (a) premises (or the contents thereof) temporarily occupied by the Insured for work thereon or other property temporarily in the Insured's possession for work thereon (but no indemnity is granted for damage to that part of the property on which the Insured is working and which arises out of such work);
- (b) premises tenanted by the Insured to the extent that the Insured would be held legally liable in the absence of any specific agreement.
- (xiv) any liability which is the subject matter of specific insurance elsewhere;
- (xv) Injury to any person under a contract of employment or apprenticeship with the Insured, the Insured's contractor(s) and/or sub-contractor(s) when such injury arises out of or in the course of performing duties under such contracts or apprenticeship;
- (xvi) any liabilities arising out of poisoning by foreign or deleterious matter in food, beverage and/or any other items supplied by the Insured in the Insured's premises, if the Insured is in the business of hotel, motel, club houses, restaurant, boarding and lodging houses, guest houses including flight kitchens, cinema halls, auditoriums, theatres, open air theatres, public hall, school, educational institutions and public libraries, unless specifically covered.
- (xvii) losses/liability arising outside the territorial limits of India.
- (xviii) any facility in the premises like swimming pool, gymnasium and the like other than expressly declared in the proposal form.

Claim Documents

- (i) First Information Report
- (ii) Investigation Report by the Police
- (iii) Court Summons
- (iv) Legal opinion wherever required.

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

XII. FIDELITY

Terms & Conditions

The Company will compensate the Insured for any direct pecuniary loss sustained by the Insured through act of fraud or dishonesty committed by any salaried employee of the Insured in the Insured premises, provided that:

- 1) The loss shall have occurred in connection with the employee's occupation and duties during the uninterrupted continuance of his employment and be discovered within six months after its happening first or six months after the death, dismissal or retirement of such person; and
- 2) The liability of the Company in respect of any one person or all persons so employed and in respect of all losses in any one period of insurance shall not exceed the sum insured as specified in Part I of the Schedule to the Policy.

Exclusions:

- (i) The Company shall not be liable in respect of losses arising outside India.
- (ii) Unless the Company be advised and its written approval be obtained, the Company shall not be liable hereunder in the event of any change in the nature of the business of the Insured or in the duties and conditions of service of the employee or if remuneration of the employee be reduced or its basis altered or if the precautions to be followed generally with regard to accounting be not duly followed or if the Insured shall continue to entrust the employee with money or goods after having knowledge of any dishonesty or wrongdoing on the part of the employee.
- (iii) The Company shall not be liable for any unexplained losses or shortages discovered at stock taking nor any further loss in respect of the employee concerned upon or after the discovery of any dishonesty or wrongdoing by such employee.

Policy Related Terms and Conditions

- 1) In the event of loss or damage to the Insured, the Insured shall at once give notice to the Police and take all practicable steps for discovering and punishing the guilty persons and for tracing and recovering the property lost and shall be bound to satisfy the Company that the loss claimed for has actually arisen from one of the causes Insured against. ;
- 2) The Company shall not be called upon to pay more than one claim in respect of the acts of defaults of any of the employees and then only in respect of acts and defaults committed since the date of commencement of risk mentioned in the Schedule hereto for such employee. Provided always and it is hereby declared that the Company shall not be liable for any act or default of such employee done or omitted to be done after the discovery by the Insured of any act of forgery, embezzlement, larceny or fraudulent conversion on the part of such employees. All sums payable hereunder shall be payable at the Company's office and no sum payable hereunder shall be payable under this Policy shall carry interest and the Company shall cease to be liable for any such sums unless claimed within one year after the same become due.

- 3) The Insured shall if and when required by the Company but at the expense of the Company, if a conviction be obtained use all diligence in prosecuting any of the employee to conviction for any act which such employee shall have committed and consequence of which a claim shall have been made under this Policy and shall at the Company's expense give all information and assistance to enable the Company to sue for and obtain reimbursement by any such employee by reason of whose act of defaults a claim has been made or by the estate of such employed of any moneys which the Company shall have become liable to pay in respect thereof.

Provided also that an amount equal to any salary or commission which but for the acts of defaults on which the claim shall be founded would have become payable by the Insured to the employee in respect of. which a claim is made hereunder or any other money which shall be due to such employee from the Insured shall be deducted from the amount payable under this Policy and that all moneys, estate and effects of such employee in hands of or received or possessed by the Insured and all sums which may be or may prior to the settlement of the claim become due from the Insured to the employee and also all moneys or effects which shall come into the possession or power of the Insured for or on account of such employee after discovery of any act on the part of such employee.

Claim Documents

- (i) First Information Report
- (ii) Investigation Report by the Police
- (iii) Court Summons
- (iv) Legal opinion wherever required.

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

XIII. ALL RISK FUNCTIONAL EQUIPMENT

WHEREAS the Insured named in the Schedule hereto has made to ICICI Lombard General Insurance Company Ltd. (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.

This Policy 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.

GENERAL EXCLUSIONS

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

- a) War, Invasion, Act of Foreign Enemy, Hostilities or War Like Operations (whether war be declared or not), Civil war, Rebellion, Revolution, Insurrection Mutiny, Civil Commotion, Confiscation, Commandeering a group of Malicious Persons or Persons acting on behalf of or in connection with any political organisation, requisition or destruction or damage by order of any Government de-jure or de-facto or any public, municipal or local authority.
- b) Nuclear Reaction, Nuclear Radiation or radioactive contamination.
- c) Wilful act or wilful negligence of the Insured or his representative.
- d) Cessation of work whether total or partial.
- e) 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.
- f) Derangement of the Insured property not accompanied by damage otherwise covered by this policy.
- g) Loss of or damage to the property covered under this policy=falting under the _terms of the Maintenance Agreement.
- h) Loss, destruction or damage directly occasioned by pressure wave caused by aircraft and other aerial devices travelling at Sonic or Supersonic speeds.

In any action, suit or other proceedings where the Company alleges 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.

GENERAL CONDITIONS

1. The due observance and fulfilment of the terms of this Policy in so far as they relate to anything to be done or complied with by the insured and the truth of the

statements and answers in the questionnaire and proposal made by the Insured shall be a condition precedent to any liability of the Company,

2. The Schedule and the Section(s) shall be deemed to be incorporated in and form part of this policy and the expression "This Policy" wherever used in this contract shall be read as including the Schedule and the Section(s). Any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule or of the Section(s) shall bear such meaning wherever it may appear.
3. The Insured shall at his own expense take all reasonable precautions and comply with all reasonable recommendations of the Company to prevent loss, damage or liability and comply with statutory requirements and manufactures' recommendations.
4. (a) Representatives of the Company shall at any reasonable time have the right to inspect and examine the risk and the Insured shall provide the representatives of the Company with all details and information necessary for the assessment of the risk.

(b) The Insured shall immediately notify the Company by Telegram/ fax and in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require to ensure safe operation of the insured items, and the scope of cover and / or premium shall, if necessary, be adjusted accordingly.

No material alteration shall be made or admitted by the Insured whereby the risk is increased unless the continuance of the Insurance be confirmed in writing by the Company

5. Duty Following An Accident

In the event of any occurrence, which might give rise to a claim under this Policy, the Insured shall

- a) Immediately notify the Company by telephone or fax or telegram as well as in writing giving an indication as to the nature and extent of loss or damage.
- b) Take all steps within his power to minimise the extent of the loss or damage.
- c) Preserve the parts ' affected and make them available for inspection by a representative or Surveyor of the Company.
- d) Furnish all such information and documentary evidence as the Company may require.
- e) Inform the police authorities in case of loss or damage due to theft or burglary.

The Company shall not in any case be liable for loss, damage or liability of which no notice has been received by the Company within 14 days of its occurrence.

Upon notification being given to the Company under this condition, the Insured may carry out the repair or replacement of any minor damage not exceeding Rs. 5,000/-

provided that the carrying out of such repairs is without prejudice to any question of liability of the Company and that any damaged part requiring replacement is kept for inspection by the Company, but in all other cases a representative shall have the opportunity of inspecting the loss or damage before any repairs or alterations are effected.

The liability of the Company under this Policy in respect of any item sustaining damage shall cease if said item is kept in operation after a claim without being repaired to the satisfaction of the Company or if temporary repairs are carried out without the Company's consent.

6. Recourse

The Insured shall at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or required by the Company in the interest of any rights or remedies; or of obtaining relief or indemnity from parties (other than those insured under this Policy) to which the Company shall be or would become entitled or subrogated upon their paying for or making good any loss or damage under this Policy, whether such -acts and things -shall be--or become necessary or required before or after the Insured's indemnification by the Company.

7. Arbitration clause

If any dispute or difference shall arise as to the quantum to be paid under this policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to the dispute/ difference or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided, if the Company has disputed or not accepted liability under or in respect of this policy. i

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this policy that the award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained.

8. Fraudulent Claims

If claim is in any respect fraudulent, or if any false declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy, or if a claim is made and rejected and no court action or suit is commenced within three months after such rejection or, in case of arbitration taking place as provided herein, within

three months after the Arbitrator or Arbitrators or Umpire have made their award all benefits under this Policy shall be forfeited.

9. Other Insurance

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

10. Termination of Insurance

This insurance may be terminated at any time at the request of the Insured; in which case the Company will retain the premium calculated at the customary short period rate for the time the Policy has been in force. This insurance may also at any time be terminated at the option of the Company, on 15 days notice to that effect being given to the Insured in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired terms from the date of the cancellation.

Section I - EQUIPMENTS

All Electronic equipments like Computers, Medical, Bio-medical,- Microprocessors, Audio/Visual equipments including the value of Systems Software may be covered under Electronic Equipment Policy. The term 'equipment' shall include the entire computer system consisting of CPU, Keyboards, Monitors, Printers, Stabilizers, UPS, System Software, etc.

Dish Antenna is excluded from the scope of cover under this policy. Further portable Electronic Equipments like notebook, laptop computers, sonography are also excluded under the EEI Policy.

SCOPE OF COVER

The Company hereby agrees with the Insured (subject to the exclusions and 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 necessitating repair or replacement, the Company will indemnify the Insured in respect of such loss or damage as hereinafter provided in 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.

Special exclusion to Section I

The Company shall not, however, be liable for:

- 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,
- 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,
- c) Loss or damage as a direct consequence of the continual influence of operation (e.g. wear and tear, cavitation, erosion, corrosion, incrustation) or of gradual deterioration due to atmospheric conditions,
- d) Any cost incurred in connection with the elimination of functional failures unless such failures were caused by an indemnifiable loss of or damage to the insured items
- e) Any cost incurred in connection with the maintenance of the insured items, such exclusion also applying to parts exchanged in the course of such maintenance operations,
- f) Loss or damage for which the manufacture or supplier of the insured items, is responsible either by law or under contract,
- g) Loss of or damage to rented or hired equipment for which the owner is responsible either by law or under a lease and/or maintenance agreement,
- h) Consequential loss or liability of any kind of description,
- i) Loss of or damage to bulbs, valves, tubes, ribbons, fuses, seals, belts, wires, chains, rubber, tyres, exchangeable tools, engraved cylinders, objects made of glass, porcelain or ceramics, sieves or fabrics, or any operating media (e.g. lubricating oil, fuel, chemicals),
- j) Aesthetic defects such as scratches on painted polished or enamelled surfaces.

In respect of the parts mentioned under (i) and (j) above the Company shall be liable to provide compensation in the event that such parts are affected by an indemnifiable loss of, or damage to the insured items.

Provisions applying to 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 section shall include the value of 'System Software'.

Basis of Indemnity

- a) 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.

- 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, nightwork, work on public holidays, express freight are covered by the 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 drawing, patterns and core boxes.

The cost of any alterations, improvements or overhauling 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.

- c) In cases where the Insured item is subject to total loss and meanwhile it becomes obsolete, all costs necessary to replace the lost or damaged item with a follow-up model (similar type) of similar structure/configuration (of similar quality) i.e. low, average or high capacity will be reimbursed.

If the sum insured is less than the amount required to be insured as per Provision 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 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:

- (i) Safety Checks
- (ii) Preventive maintenance
- (iii) Rectification of loss or damage or faults arising from normal operation as well as from ageing.

Section II - EXTERNAL DATA MEDIA

SCOPE OF COVER

The Company hereby agrees with 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 Section I of this Policy, 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 Section II only to be granted if backup system is available.

SPECIAL EXCLUSIONS TO SECTION II

The Company shall, however, not be liable for

- a) the excess stated in the Schedule to be borne by the Insured in any one occurrence;

- b) any costs arising from false programming, punching, labelling or inserting, inadvertent cancelling of information or discarding of data media, and from loss of information caused by magnetic fields;
- c) consequential loss of any kind or description whatsoever.

PROVISIONS APPLYING TO SECTION II

Memo 1 - 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.

Memo 2 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.

Section III - INCREASED COST OF WORKING

Notwithstanding Special Exclusion (h) under Section I of this Policy 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 Policy.

SPECIAL EXCLUSIONS TO SECTION III

The Company shall not be liable for

- (i) Costs incurred for use of substitute equipment during the Time Excess stated in the Schedule.
- (ii) Costs for replacement of data media, data and regeneration of data,

- (iii) 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
 - a) bodily injuries,
 - b) orders or measures imposed by any public authority,
 - c) expansion and improvements of the equipments,
 - d) Lack of funds causing delay in repairs or replacement of damaged equipments,
- (iv) Any other consequential loss such as loss of market or interest.

PROVISIONS APPLYING TO SECTION III

Memo 1 : 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.

Memo 2 : 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 Section of the Policy 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.

Memo 3 : 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 always 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.

XIV. ALL RISK NON FUNCTIONAL ITEMS

Terms & Conditions

The Company shall indemnify the Insured against all accidental loss or damage to the property as specifically described in Part I of the Schedule to the Policy, whilst in the Insured's premises or carried outside such premises. This coverage is applicable on a worldwide basis.

For the purpose of this coverage, Non Functional Items means:

- Lap top Computers
- Mobile Phones
- Any other item as agreed to by the Company and specified in Part I of the Schedule to the Policy.

Provided that the Company's liability shall not exceed the sum insured as specified in Part I of the Schedule to the Policy.

Exclusions

1. The Company shall not be liable to make any payment under this section in connection with or in respect of any expenses whatsoever incurred by any Insured in connection with or in respect of:
 - a. any property illegally acquired, kept, stored or transported, or property subject to forfeiture;
 - b. breakage of glassware, lens, marble, porcelain and other fragile or brittle articles of like nature unless the loss is caused by fire, earthquake, explosion, falling object striking the exterior of the building, flood, impact by aircraft or land vehicle, lightning, riot, smoke, vandalism or malicious acts, windstorm or hail, or by any accident to land vehicle, watercraft or aircraft, or by theft or attempted theft.

2. The Company shall also not be liable for loss or damage caused by or resulting from:
- a. wear and tear, deterioration, inherent vice, latent defect or mechanical or electrical breakdown;
 - b. loss or damage caused by the mechanical derangement or over winding of watches and clocks.
 - c. birds, vermin, bats, rodents, insects, domestic or domesticated animals;
 - d. any nuclear incident as defined in the nuclear liability act/s, law or statute, or any law amendatory thereof, or nuclear explosion of natural, coal or manufactured gas;
 - e. contamination by radioactive material;
 - f. war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
 - g. electrical currents other than lightning, which damage electrical devices or appliances, unless fire or explosion follows, and then only for the resulting damage;
 - h. accidental erasure of electrical recordings due to operator error;
 - i. any process or work being performed where the damage results from such process or work;
 - j. any intentional criminal act or failure to act by:
 - i. any Insured person; or
 - ii any other person acting on the direction or instructions of the Insured.

Basis of assessment of claim:

- 1. In case of any loss or damage which is repairable, the Company shall pay reasonable cost of repairs not exceeding the sum insured as specified in Part I of the Schedule in respect of that individual item.
- 2. In case of total loss for items the Company shall pay the market value of such items, taking into account the depreciation for age and condition.

Provided, however, that the maximum liability of the Company shall be limited to the sum insured as specified in Part I of the Schedule to the Policy.

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Claim Documents:

- (i) First Information Report
- (ii) Investigation Report by the Police
- (iii) Estimate of the repairers
- (iv) Invoice of the suppliers for replacement
- (v) Final Bill of repairers
- (vi) Suppliers original Invoice for replacement
- (vii) Invoices of owned articles, if required
- (viii) Legal opinion wherever required.

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

XV. TENANTS' LEGAL LIABILITY

Terms Et Conditions

The Company shall indemnify the Insured for any legal liability imposed on the Insured, due to unintentional property damage caused by the Insured, wherein the loss or damage to the property is caused by fire, explosion or water damage to property in form of building or contents owned by or belonging to another and used by the Insured in the capacity of a tenant and for which the Insured is legally responsible.

Provided that the Company's liability shall not exceed the sum insured as specified in Part I of the Schedule to the policy.

Exclusions

The Company shall not be liable to pay compensation for any contractual liability of the insured.

Claim Documents

- (i) First Information Report
- (ii) Investigation Report by the Police
- (iii) Court Summons
- (iv) Legal opinion wherever required.
- (v) Fire Brigade Report

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

PART III OF SCHEDULE

Standard Terms and Conditions applicable to all other sections other than Section 1

1. Incontestability and Duty of Disclosure

The Policy shall be null and void and no benefit shall be payable in the event of untrue or incorrect statements, misrepresentation, misdescription or on nondisclosure in any material particular in the proposal form, personal statement, declaration and connected documents, or any material information having been withheld, or a claim being fraudulent or any fraudulent means or devices being used by the Insured or any one acting on his behalf to obtain any benefit under this Policy.

2. Reasonable Care

The Insured shall take all reasonable steps to safeguard the interests of the Insured against accidental loss or damage that may give rise to the claim.

3. Observance of terms and conditions

The due observance and fulfillment of the terms, conditions and endorsement of this Policy in so far as they relate to anything to be done or complied with by the Insured, shall be a condition precedent to any liability of the Company to make any payment under this Policy.

4. Material change

The Insured shall immediately notify the Company by fax and in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require to ensure safe operation of the Insured items or trade or business practices thereby containing the circumstances that may give rise to the claim and the Company; may, adjust the scope of cover and / or premium, if necessary, accordingly.

5. Records to be maintained

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

6. No constructive Notice

Any of the circumstances in relation to these conditions coming to the knowledge of any official of the Company shall not be the notice to or be held to bind or prejudicially affect the Company notwithstanding subsequent acceptance of any premium.

7. Notice of charge etc.

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

8. Special Provisions

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

9. Overriding effect of Part II of the Schedule

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

10. Electronic Transactions

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

11. Duties of the Insured on occurrence of loss

On the occurrence of any loss, within the scope of cover under the Policy the Insured shall:

- (i) Forthwith file/submit a Claim Form in accordance with 'Claim Procedure' Clause as provided in Part II of the Schedule.
- (ii) Allow the Surveyor or any agent of the Company to inspect the lost/damaged properties/premises/goods or any other material items, as per 'the Right to Inspect' Clause as provided in this Part.
- (iii) Assist and not hinder or prevent the Company or any of its agents in pursuance of their duties under 'Rights of the Company On Happening Of Loss Or Damage' Clause as provided in this Part.
- (iv) Not abandon the insured property/item/premises, nor take any steps to rectify/remedy the damage before the same has been approved by the Company or any of its agents or the Surveyor.

If the Insured does not comply with the provisions of this Clause or other obligations cast upon the Insured under this Policy, in terms of the other clauses referred to herein or in terms of the other clauses in any of the Policy documents, all benefits under the Policy shall be forfeited, at the option of the Company.

12. Rights of the Company on happening of loss or damage

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

- (i) enter and/or take possession of the insured property, where the loss or damage has happened
- (ii) take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage
- (iii) keep possession of any such property and examine, sort, arrange, remove or other wise deal with the same; and,
- (iv) sell any such property or dispose of the same for account of whom it may concern.

The powers conferred by this condition shall be exercisable by the Company at any time until notice in writing is given by the Insured that he makes no claim under the Policy, or if any claim is made, until such claim is finally determined or withdrawn. The Company shall not by any act done in the exercise or purported exercise of its powers hereunder incur any liability to the Insured or diminish its rights to rely upon any of the conditions of this Policy in answer to any claim.

If the insured or any person on his behalf shall not comply with the requirement of the Company, or shall hinder or obstruct the Company in the exercise of the powers hereunder, all benefits under the Policy shall be forfeited at the option of the Company.

13. Right to inspect

If required by the Company, an agent/representative of the Company including a loss assessor or a Surveyor appointed in that behalf shall in case of any loss or

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

14. Position after a claim

The Insured shall not be entitled to abandon any insured item/property whether the Company has taken possession of the same or not. As from the day of receipt of the claim amount by the Insured as determined by the Company to be fit and proper, the Sum Insured for the remainder of the period of Insurance shall stand reduced by the amount of the compensation.

15. Indemnity

The Company may at its option, if applicable reinstate, replace or repair the property or premises lost or damaged or any part thereof instead of paying the amount of loss or damage or may join with any other insurer in so doing. The Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner. In no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage and in any event not more than the sum Insured thereon.

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

16. Subrogation

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

The Insured and any claimant under this Policy shall at the expense of the Company do and concur in doing and permit to be done, all such acts and things as may be necessary or required by the Company, before or after Insured's indemnification, in enforcing or endorsing any rights or remedies, or of obtaining relief or indemnity, to which the Company shall be or would become entitled or subrogated.

17. Condition of Average

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

18. Contribution

If at the time of the happening of any loss or damage covered by this Policy, there shall be existing any other insurance of any nature whatsoever covering the same, whether effected by the Insured or not, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage.

19. Fraudulent claims

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

20. Cancellation/termination

The Company may at any time, cancel this Policy, by giving 7 days notice in writing by Registered post/Acknowledgement Due post to the Insured at his last known address in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation. The Insured may also give 7 days notice in writing, to the Company, for the cancellation of this Policy, in which case the Company shall (from the date of receipt of notice cancel the Policy and retain the premium for the period this Policy has been in force at the Company's short period scales.,;

21. Cause of Action/ Currency for payments

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

22. Policy Disputes

Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed to by both the Insured and the Company to be subject to Indian Law. Each party agrees to

submit to the exclusive jurisdiction of the High Court of Mumbai and to comply with all requirements necessary to give such Court the jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such Court.

23. Arbitration clause

If any dispute or difference arises between You and Us regarding the amount of claim to be paid under this policy (liability having been admitted by Us), such difference shall independently of all other questions, be referred to the decision of a sole arbitrator to be appointed in writing by You and Us or if You and We cannot agree upon a single arbitrator within 30 days of either of Us opting for arbitration, the same shall be referred to a panel of three arbitrators comprising of two arbitrators, one to be appointed by each of Us, to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.24. Renewal notice

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

25. Notices

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

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

case of the Company:

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

Notice and instructions will be deemed served 7 days after posting or immediately upon receipt in the case of hand delivery, facsimile or e-mail.

26. Customer Service

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

27. 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:

1. Our Grievance Redressal Officer

You can send Your grievance in writing by post or email to Our Grievance Redressal Officer at the following address:

Address: Grievance Redressal Officer

ICICI Lombard General Insurance Company Limited

ICICI Lombard House, 414, Veer Savarkar Marg,

Near Siddhi Vinayak Temple, Prabhadevi, Mumbai 400025

Email: customersupport@icicilombard.com

Customer Service: 18002666

2. Consumer Affairs Department of IRDAI

a. In case it is not resolved within 15 days or if You are unhappy with the resolution You can approach the Grievance Redressal Cell of the Consumer Affairs Department of IRDAI by calling Toll Free Number 155255 (or) 1800 4254 732 or sending an email to complaints@irdai.gov.in. You can also make use of IRDAI's online portal - Integrated Grievance Management System (IGMS) by registering Your complaint at igms.irda.gov.in.

b. You can send a letter to IRDAI with Your complaint on a Complaint Registration Form available by clicking [here](#). You must fill and send the Complaint Registration Form along with any documents by post or courier to General Manager, Insurance Regulatory and Development Authority of India (IRDAI), Consumer Affairs Department- Grievance Redressal Cell, Sy.No.115/1,Financial District, Nanakramguda, Gachibowli, Hyderabad-500032.

c. You can visit the portal <http://www.policyholder.gov.in> for more details.

3. Insurance Ombudsman

You can also approach the Insurance Ombudsman, depending on the nature of grievance and the 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, or of the General Insurance Council at www.generalinsurancecouncil.org.in, the Consumer Education Website of the IRDAI at <http://www.policyholder.gov.in>, or from any of Our Offices.

The details of Insurance Ombudsman are available below:-

S no.	Name of office of insurance Ombudsman	Territorial Area of jurisdiction
1	AHMEDABAD 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.
2	BENGALURU Office of the Insurance Ombudsman, Jeevan Soudha Building,PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka
3	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.
4	BHUBANESHWAR 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.
5	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, Himachal Pradesh, Jammu & Kashmir, Chandigarh.
6	CHENNAI Office of the Insurance Ombudsman,	Tamil Nadu, Pondicherry Town and

	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	Karaikal (which are part of Pondicherry).
7	DELHI 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
8	ERNAKULAM Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Pondicherry.
9	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.
10	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 - 67504123 / 23312122 Fax: 040 – 23376599 Email: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.
11	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.
12	KOLKATA 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.
13	LUCKNOW 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 : Laitpur, 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.
14	MUMBAI	Goa,

	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@cioins.co.in	Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
15	NOIDA Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddha Nagar, U.P.-201301. Tel.: 2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanoj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur
16	PATNA Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand.
17	PUNE 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.

The updated details of Insurance Ombudsman are available on IRDA website: www.irdaindia.org, on the website of General Insurance Council: www.generalinsurancecouncil.org.in, website of the Company www.icicilombard.com or from any of the offices of the Company

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

