

Policy wordings
Enterprise Package Policy (Sookshma)

ENTERPRISE PACKAGE POLICY (SOOKSHMA)
UIN: IRDAN123RP0017V02100001

WHEREAS the Insured described in the Schedule hereto by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to Cholamandalam MS General Insurance Co. Ltd. (hereinafter called the "Company") for the insurance hereinafter contained and has paid the premium as consideration for such insurance.

The Company hereby agrees

- a) If the property hereby covered is lost, damaged or destroyed
- b) If the Insured incurs liability covered hereunder
- c) The Insured or the partners or staff or employees of the Insured permanently working with the Insured and covered under this Policy shall sustain bodily injury as described herein

at any time during the Period of Insurance stated in the Schedule herein then , subject to the terms, conditions, exceptions, exclusions and endorsements contained herein or endorsed or otherwise expressed hereon or annexed hereto, the Company will indemnify the Insured against such loss, damage or destruction of property or liability incurred, or pay the benefits specified herein as the case may be, but not exceeding in any one Period of Insurance in respect of each of the several items specified herein the sum set opposite thereto respectively in the Schedule.

General Exceptions

The Company shall not be liable in respect of:

1. Any claim, whether direct or indirect, occasioned by, happening through or arising from any consequences of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, terrorism, military or usurped power or civil commotion or loot or pillage in connection therewith.
2. Any claim, whether direct or indirect, occasioned by, happening through or arising from terrorism.
3. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
4. Any claim / liabilities, directly or indirectly of whatsoever nature caused by or contributed by or arising from ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or from any nuclear weapons or from any nuclear weapons material, and similar other weapons of mass destruction.

In any action suit or other proceedings where the Company alleges that by reason of the above provisions any loss or damage is not covered by this Insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.

General Conditions

1. Every notice and communication to the Company required by this Policy shall be in writing to the Policy Issuing Office of the Company.
2. This policy shall be void and all premium paid hereon shall be forfeited to the Company, in the event of misrepresentation, misdescription or non-disclosure of any material information.
3. The Company may at any time, cancel this Policy without assigning any reason, by giving 7 days notice in writing by Regd. Post to the Insured at his last known address in which case the Company shall return to the Insured the premium less pro-rata portion thereof for the period the policy was in force. 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 retain the premium for the period this policy has been in force at the Company's customary short period scales, provided there has been no claim reported under the Policy. The short period scales are as under:

Period	not	% of the annual rate
15 days		10
1 month		15
2 months		30
3 months		40
4 months		50
5 months		60
6 months		70
7 months		75
8 months		80
9 months		85
Exceeding 9 months		Full annual rate

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4. It is expressly agreed between the parties that no interest shall be payable by the Company on any account whatsoever, on any sum payable under the policy.

5. The Insured shall maintain proper accounts, updated on a daily basis, in the course of business that shall be open for scrutiny or verification by the Company as and when they deem necessary.

6. The Insured shall upon the occurrence of any event giving rise or likely to give rise to a claim under any section of this Policy

(a) Allow the Company to make all enquiries, verification, survey, assessment by itself or through any person or persons as may be appointed by it. The insured shall render all assistance and co-operation in such process and shall furnish all particulars, documents, materials, evidence, proof as may be required by the Company or anyone authorized by it in that behalf for the purpose of considering the claim so made. If such particulars, documents, materials, evidence or proof is available with any third party, the insured shall obtain or give consent for obtaining the same from such third party, as may be required by the Company.

(b) Allow the Company or any representative thereof to examine, at all reasonable times, into the circumstances of such loss and 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 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 expect the Company to ascertain the correctness thereof or the liability of the Company under the Policy.

7. If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or device is used by the Insured or anyone acting on Insured's behalf, to obtain any benefit under this Policy all benefits shall be forfeited.

8. 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 / occupation of the employees or if remuneration of the employee be reduced or its basis altered or if the precautions stated by the Insured with regard to accounting are not followed or if the Insured shall continue to entrust the employee with money or goods after having knowledge of any material fact bearing on the honesty of the employee.

9. If any dispute or difference shall arise as to the quantum to be paid under this policy (liability being otherwise admitted) such difference shall be settled by reference to arbitration of a sole arbitrator whom the Company shall appoint. The award of such arbitrator shall be final and binding on both parties. The venue of the arbitration proceedings shall be at the Registered Office of the Company. 2nd Floor, "Dare House", No.2, NSC Bose Road, Chennai - 600001. 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 shall be first obtained.

10. In the event of the insured being aggrieved by

(a) Any partial or total repudiation of claims by an insurer

(b) Any dispute in regard to premium paid or payable in terms of the policy

(c) Any dispute on the legal construction of policies in so far as such disputes relate to claims

(d) Delay in settlement of claims

(e) Non-issue of any insurance document to customers after receipt of premium

He /She may, wherever permissible subject to provisions of Redressal of Public Grievances Rules, 1998 approach the Insurance Ombudsman having jurisdiction for appropriate relief.

11. The due observance and fulfilment of the terms, conditions and endorsements of the 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.

12. This Policy may be renewed by mutual consent. The Company shall not be bound to accept any renewal premium or give notice that such renewal is due.

Warranties

It is warranted that:-

1) Whenever the premises are closed to business or left unattended, all doors and windows shall be properly secured and all keys for main Doors of premises shall be removed from the premises. Further the keys of safes would be safely placed in a place other than where the safe is located. It is provided that breach of this warranty shall not be a bar to any claim for Loss or Damage caused other than by theft.

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- 2) The building(s) containing business premises are
- a) Maintained in a good and substantial state of repair.

Definitions

The terms defined hereunder shall for the purpose of this Insurance and liability of the Company hereunder shall carry the meaning specified therein.

1. **“Insured”** shall mean the establishment that is covered under this policy.
2. **“Sum Insured”** means the sum for which the cover is provided under each section or part thereof in the schedule of this policy.
3. **“Premises”** shall mean the premises stated in the schedule
4. **“Money”** means currency that is legal tender in India.
5. **“Valuables”** mean jewellery, securities, and securities for money, stamps, bullion, deeds, bonds, bills of exchange, promissory notes, stock and share certificates, business books, manuscripts, documents of any kind, watches, furs, precious stones, gold and silver ornaments, travel tickets, camera lens and other property of similar nature.
6. **“Burglary and / or Housebreaking”** shall mean a) theft involving entry into or exit from the insured premises by forcible, violent and visible means or b) theft following assault or violence or threat thereof to the Insured or any person in the direct employment of the Insured.
7. **“Temporary Premises”** means a premise being occupied by the insured until the insured premises becomes tenantable.
8. **“Accident”** means a sudden, unforeseen and unexpected physical event caused by external, violent and visible means.
9. **“Employee”** shall mean a permanent salaried employee of the Insured, not being on deputation or on the employment of a contractor.

Section I – Building / Contents

1. **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	Any building or structure in Your Premises, where You carry on Your Business. It includes: <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.

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Word/s	Specific meaning
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.
Kutchra 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,

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Word/s	<i>Specific meaning</i>
	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.</p> <p>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</p>

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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: <ul 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.

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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 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. 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	a. caused by pressure waves caused by aircraft or other aerial or space

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	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
	collision caused by any external physical object (e.g. vehicle, animal, falling trees, aircraft, wall etc.)	<p>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.	<p>a repairs or alterations in the Building in which Your Business is located,</p> <p>b repairs, removal or extension of any sprinkler installation, or</p> <p>c defects in the construction known to You.</p>
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 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

i For Stocks:

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

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

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

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

i 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 Reinstatement the Plant and Machinery or Furniture, Fixture, Fittings on another site We will not pay You more than what We would pay to reconstruct or replace on the same site.
 - iii. Reinstatement using standard material readily available and in common use for similar type of Building.

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

Section II - Alternate Accommodation

Sectional Operating Clause

This section indemnifies the insured, subject to the limits indicated in the schedule, in respect of Expenses incurred for relocating the existing business to a Temporary Premises necessitated due to damage of the insured premises by operation of a peril named in section 1 occurring during the period of this insurance.

Provided that, indemnity under this section would be available only in the event of actual physical damage to the building and not for relocation due to any other cause.

For the purpose of this section, "**Expenses**" shall mean rent for temporary premises, cost of packing the contents in the insured premises and cost of moving from the existing premises to the temporary premises.

Special Conditions

- a) The indemnity shall be computed on weekly basis and shall be only for a maximum period of 6 weeks which shall be within three months from the date of occurrence of the insured peril.
- b) No amount shall be payable under this section unless the same has been actually incurred by the insured and is supported by bills / voucher / receipts/ documents to the satisfaction of the Company.
- c) The amount payable under this section per week of claim shall not exceed 1% of sum under section 1B of the schedule attached to this policy.
- d) Certificate from an Architect to the effect that premises in question are untenable will be accepted as adequate proof of the fact that the insured premises have become untenable.
- e) The temporary location shall be in an equivalent locality, within the same city / town and of a similar extent as the premises that was occupied by the insured.

Section III –Business Interruption (Fire)

The Cover

If insured's Business is interrupted because of Damage to the Premises by Fire & allied perils and a valid claim is payable under Section I of this Policy, The Company will pay for the loss resulting from the interruption in respect of the following items in accordance with the Basis of Settlement and the Limit of Liability.

- (a) Gross Profit due to reduction in turnover
- (b) Increase in cost of working

Definitions

1. "**Indemnity Period**": The period beginning with the occurrence of the Damage and ending not later than number of months specified in the Schedule thereafter during which the results of the business is affected in consequence of Damage to the Premises caused by Fire & Allied Perils.
2. "**Turnover**": The money paid or payable to the Insured for services rendered in course of the business at the Premises
3. "**Gross profit**": The amount by which the sum of the Turnover and the amount of Billing shall exceed the sum of the amount of the Opening Billing and the amount of the Specified Working Expenses

<p>Rate of Gross Profit: The rate of Gross Profit per unit earned on the Turnover during the financial year immediately before the date of the damage</p>	<p>To which such adjustments shall be made as may be necessary to provide for the trend of the business and for variations in or special circumstances affecting the business either before or after the damage or which would have affected the business had the damage not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the damage would have been obtained during the relative period after the damage.</p>
<p>Annual Turnover: The turnover during the twelve months immediately before the date of the damage.</p>	
<p>Standard Turnover: The Turnover during the Period in the twelve months immediately before the date of the damage which corresponds with the Indemnity Period</p>	

Conditions

1. If during the Indemnity Period services shall be rendered elsewhere than at the Premises for the benefit of the business either by Insured or by others on insured's behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Turnover during the Indemnity Period.
2. Insured shall declare within nine months after the expiry of any Period of Insurance, the Gross Profit earned (or a proportionately increased multiple thereof where the maximum Indemnity Period exceeds 12 months) during the accounting period of 12 months most nearly concurrent with the Period of Insurance, as certified by the Insured's Auditors, was less than the Limit of Liability there on, a pro rate return of premium not exceeding 50% of the premium paid by Insured for such period of Insurance shall be made in respect of the difference. Where, however, The Company does not receive the declaration within twelve months after the expiry of the period of Insurance, no refund shall be admissible. If any damage has occurred giving rise to a claim under this policy such return shall be made in respect only of said difference, as is not due to such damage.
3. The insurance of this Policy ceases if (a) the business be wound up or carried on by Liquidator or Receiver or Permanently discontinued or (b) the insured's interest ceases otherwise than by death (c) any alteration be made either in the business or in the premises or property therein whereby the risk of Damage is increased, at any time after the commencement of this insurance, unless its continuance be admitted by memorandum signed by or on behalf of Us.

Basis of Settlement

The amount payable as indemnity shall be

(a) In respect of loss of Gross Profit due to Reduction in Turnover: the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity period shall, in consequence of the damage, falls short of the Standard Turnover.

(b) In respect of Increase in cost of working: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for the expenditure would have taken place during the Indemnity Period in consequence, but not exceeding the reduction in turnover so avoided. Less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the business payable out of Gross Profit as may cease or be reduced in consequence of the damage.

Provided that if the Limit of Liability by this item be less than the sum produced by applying the Rate of Gross Profit to the Annual Turnover, the amount payable shall be proportionately reduced.

Departmental Clause

If the business be conducted in departments, the independent trading results of which are ascertainable, the provision of Clause (a) and (b) of Item 1 shall apply separately to each department affected by the damage except that if the Limit of Liability by the said item be less than the aggregate of the sum produced by applying the rate of gross profit for each department of the business (whether affected by the Damage or not) to the relative Annual Turnover thereof, the amount payable shall be proportionately reduced.

Limit of Liability

The maximum amount the company may have to pay as indemnity under this Section shall not exceed the Limit of Liability in respect of each item as stated in the Schedule for any one Period of Insurance.

Section IV – Burglary and Housebreaking – Contents (Excluding Money and Valuables)

The Company will indemnify the Insured in respect of loss or damage to the contents belonging solely to the insured whilst contained in the insured premises by burglary and/or housebreaking. The terms Burglary and/or House breaking shall, for the purpose of this Insurance and liability of the Company hereunder, mean

- a. Theft involving entry into or exit from the insured premises by forcible and violent means or
- b. Theft following assault or violence or threat to the Insured or any employee of the Insured or member of the Insured's family

Immediate notice of loss in writing, which in any case should be within 24 hours of occurrence of the event, should be given to the company and complaint lodged with police authorities.

Special Exclusions

The Company shall not be liable in respect of:

- I. Loss or damage by burglary and/or housebreaking where any employee of the Insured or member of the Insured's family is concerned as principal or accessory.
- II. Loss or damage to livestock, motor vehicles and pedal cycles Loss of or damage to money, securities for money, stamps, bullions, deeds, bonds, bills of exchange, promissory notes, stock and share certificates, business books, manuscripts, documents of any kind, unset precious stones and jewellery and valuables, unless specifically declared.

Section V – Money Insurance

The Company will indemnify the Insured in respect of:

- I. loss by accident or misfortune whilst the Insured's money is in his hands or in the hands of employee(s) of the Insured in transit, between the insured premises and bank (including Automatic Teller Machine centers) and vice versa
- II. loss of or damage to money and/or valuables by Burglary and/or Housebreaking, whilst contained in safe, burglar resistance or other steel cupboards/cashbox and/or such other places under lock and key in the premises stated in the Schedule
- III. loss of money whilst lying in the cashier's till in the insured premises, during business hours consequent to or following assault and/or violence against the Insured or any employee of the Insured or any threat, provided always that such money are in custody of a responsible person entrusted with the work of handling cash.

Provided always that:

- 1. In no event the Company shall be liable for any loss unless notified forthwith to the Company in writing.
- 2. A complete account of cash in safe, steel cupboards, cash box and/or other places under lock and key shall be kept secured in some place other than the place where the money covered is kept and the liability of the Company shall be limited to the amount actually shown by such records not exceeding the amount stated in the Schedule under this section.

Special Exclusions

This Company shall not be liable in respect of:

- (a) Loss of money where any employee of Insured or member of the Insured's family is concerned as principal or accessory or arising out of or attributable to an act of fraud or dishonesty committed by one or more of the employees carrying the money.
- (b) Shortage due to error or omission.
- (c) Loss of money by removal from safe following the use of the Key to the said safe or any duplicate thereof belonging to the Insured unless such key has been obtained by assault or violence or any threat thereof.

Section VI – Fixed Plate Glass

The Company will indemnify the Insured in respect of loss of or damage to fixed plate glass specified in the Schedule in the insured premises by accidental breakage provided that the liability of the Company in respect of any loss or all losses in any one Period of Insurance is limited to the sum set against in the Schedule.

The Company shall not be liable in respect of:

1. Breakage or damage during removal, alterations and/or repairs on or about the insured premises.
2. Breakage of lettering unaccompanied by breakage or damage of glass
3. Breakage of or damage to frame work of any description, unless specifically declared
4. Disfiguration or scratching or damage of glass other than fracture extending through the entire thickness of glass
5. Embossed, silvered, lettered, ornamental, curved or any glass whatsoever, other than glass which is plain and of ordinary glazing quality unless the same be specifically declared
6. Breakage of glass not completely and securely fixed
7. Loss or damage consequent upon interruption or delay of business or other loss, damage or injury arising from breakage of glass or during replacement thereof

Section VII– Neon Sign / Glow Sign

The Company will indemnify the Insured in respect of loss or damage to Neon sign/glow sign, belonging to the Insured and fixed in the insured premises by

- (a) Accidental External Means
- (b) Fire, Lightning, External Explosion or theft
- (c) Riot, Strike Malicious Act or Terrorism
- (d) Flood, Inundation, Storm, Tempest, Typhoon, Hurricane, Tornado or Cyclone

Provided that the Company shall not be liable in respect of each and every claim for the first Rs.1000/- provided that the liability of the Company in respect of any loss or all losses in any one Period of Insurance is limited to the sum set against in the Schedule.

Special Exclusions

The Company shall not be liable in respect of the fusing or burning out of Bulbs and/or Tubes arising from short-circuiting or arcing or any other mechanical or electrical breakdown of faults.

Section VIII – Electronic Equipment

This section indemnifies the Insured against any unforeseen and sudden physical loss or damage to Electronic equipment detailed in the schedule, belonging to the insured from any cause, other than those specifically excluded, in a manner necessitating repair or replacement, by payment is cash, replacement or repair (at the option of the Company), upto an amount not exceeding during the period 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.

Provided that the Sum Insured in respect of each and every item covered by this Section shall be equal to the cost of replacement of the insured property by new property of the same kind and same capacity, Replacement cost included freight, dues and customs duties, if any and erection costs.

Special Exclusions

The Company shall not, however, be liable for

- a) 5% (Five Percent) of the claim amount subject to a minimum of Rs. 1,000/- (One Thousand only) for each and every occurrence of damage and 10% (Ten Percent) of the claim amount subject to a minimum of Rs. 2,500/- (Two Thousand Five Hundred only) for Winchester drive. (For Equipment upto Rs.1 lakh)
- b) 5% (Five Percent) of the claim amount subject to a minimum of Rs. 2,500/- (Two Thousand Five Hundred only) for each and every occurrence of damage and 25% (Twenty Five Percent) of the claim amount subject to a minimum of Rs. 10,000/- (Ten Thousand only) for Winchester drive. (For Equipment more than Rs 1 lakh)
- c) The Excess stated in the Schedule to be borne by the Insured in any one occurrence whether one or more items are lost or damaged; 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;
- d) 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;
- e) Loss or damage as a direct consequence of the continual influence of operation (e.g. wear and tear, cavitations, erosion, corrosion, incrustation) or of gradual deterioration due to atmospheric conditions;
- f) Any costs incurred in connection with the elimination of functional failures unless such failures were caused by an indemnifiable loss of or damage to the insured items;
- g) Any costs incurred in connection with the maintenance of the insured items, such exclusion also applying to parts exchanged in the course of such maintenance operations;
- h) Loss or damage to be made good by the manufacturer, supplier or maintenance contractor either in law or under contract;
- i) 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;
- j) Consequential loss or liability of any kind or description;
- k) 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);
- l) Aesthetic defects, such as scratches on painted, polished or enamelled surfaces.
- m) The cost of any alterations, improvements or overhauls.
- n) Cessation of work total or partial.

Warranty

It is warranted that an Agreement for the Electronic Equipment Installation from its owners or manufacturers or a Company or Concern approved by manufacturer shall be kept in force throughout the currency of this Policy and no variation in term of Agreement shall be made without the Company's written consent. For the purpose of this warranty, 'Agreement' shall mean any agreement which provides:

- a) Maintenance services for the Electronic Equipment Installation including preventive treatment or adjustment of mechanical or moving parts, safety checks and
- b) Rectification of loss, damage, faults arising from any cause during normal operation as well as from aging.

Provided that this warranty shall not apply if the additional premium as required by the Company is paid by the insured for deletion of this warranty.

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 herein above equals or exceeds the actual value of the machinery insured immediately before the occurrence of the damage, the settlement shall be made on the basis provided below.

- b)** In cases where an insured item is destroyed or cannot be repaired, 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.
- c)** 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.
- d)** In cases of total loss of the Insured item that has become obsolete, all costs necessary to replace the lost or damaged insured item with a follow-up model (similar type) of similar structure/ configuration (of similar quality) i.e. low, average or high capacity will be reimbursed.
- e)** 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.

Section IX – Reinstatement of Data

This section indemnifies the Insured against the cost of reinstating data on data carrying materials and for programmes. In the event of damage to data contained in or on data carrying materials or to programmes, upto an amount not exceeding during the period of Insurance the Sum expressed in the Schedule as Insured hereby. Provided that no claim under this section shall be admissible unless the data was resident in electronic equipment covered under Section VIII and a claim in respect of the same had been made and admitted by the Company.

Provided further that such reinstatement shall be done within a period of 3 months from the date of occurrence of the loss/ damage.

Special Exclusions

The Company will not be liable for:

- a)** 5% (Five percent) of the claim amount subject to a minimum of Rs. 2,500/- (Two thousand five hundred only) for each and every occurrence of the damage.
- b)** Loss caused by Data carrying materials not stored in accordance with or stored for a larger period than stated in the maker's instruction.
- c)** Erasure, destruction, distortion or corruption resulting from an unidentifiable occurrence.
- d)** Any cost arising from false programming, punching, labelling or inserting inadvertent cancelling of information caused by magnetic fields.
- e)** Loss discovered more than six calendar months after its occurrence.
- f)** Cost incurred for alteration or improvement of data/programme.
- g)** Intrinsic value of data/programme.
- h)** Programme which cannot be exchanged by user

Section X - All Risks – Portable computers and Mobile phones

The section will indemnify the Insured against physical loss or damage during the period of this Policy to Portable Computer specified in the Schedule and belonging to Insured and in personal custody of Insured, employee or director whilst anywhere in India for the purpose of business or profession.

Provided that the liability of the Company will be limited to Sum Insured against each item in Schedule and not exceeding in aggregate the total Sum Insured stated in Schedule in any one period of Insurance.

Provided further that this section is otherwise subject to same perils, terms, conditions, exclusions, warranties and provisions as contained in Section VIII.

Section XI - Machinery Breakdown

The Company will indemnify the Insured against any unforeseen and sudden physical loss or damage by electrical or mechanical breakdown sustained during the currency of Policy by electrical or mechanical appliances, apparatus, gadgets or any electrical or mechanical installation which are not older than 5 (Five) years in age, while contained in or fixed at the Premises and specified in the Schedule, from any cause, other than those specifically excluded, in a manner necessitating repair or replacement, by payment in cash, replacement or repair (at the option of the Company), upto an amount stated in the Schedule.

Provided that the Sum Insured in respect of each and every item covered by this Section shall be equal to the cost of replacement of the insured property by new property of the same kind and same capacity, Replacement cost includes freight, dues and customs duties, if any and erection costs.

Breakdown shall mean the actual breaking or burning out of or the failure of any part of the appliances, installation specified in the Schedule occurring during normal use owing to any cause stoppage of functions thereof and necessitating the repair or replacement of such parts before normal working can commence.

Extension

On payment of additional premium this Section of this policy is extended to cover any loss or damage due to deterioration, putrefaction or contamination of stocks insured against the breakdown of the Refrigeration Machinery described in the Schedule resulting in a rise in temperature in the Refrigeration chambers subject to terms, exceptions, warranties and conditions & Limit of Liability stated in the Schedule.

Special Condition

a) The Amount payable under this section shall include expenses necessarily incurred to restore the damaged property 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 custom duties and other dues if any to the extent such expenses have been included in the Sum Insured.

b) No deduction shall be made towards depreciation in respect of parts replaced except for parts with limited life of use but the value of salvage will be taken into account.

c) If the cost of repairs equals or exceeds the actual value of the Insured item immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in d) below.

d) In case of total loss claims, the Company will pay actual value of the item immediately before the occurrence of the damage including cost for ordinary freight, erection and custom duties if any provided such expenses have been included in Sum Insured. Such actual value to be calculated by deducting 10% depreciation per year from the replacement value of item since date of manufacture. The maximum depreciation however shall not exceed 50% of the replacement value of the item in respect of which is total loss is admitted under the Policy.

In this Section as well as Electronic Equipment Section the condition that you will not pay more than the "actual value" is inconsistent with the requirement that sum insured should be the replacement value of a new property.

But then it seems to be a defect in Machinery Insurance policies uniformly. This insurance being virtually on "RIV" basis, to say that you will pay only "actual value" appears incorrect in principle.

Special Exclusions

The Company will not be liable for:

- a) 1% (One percent) of the Sum Insured in respect of each appliance covered separately or the sum of Rs.1000/- (one Thousand) whichever is higher of each and every damage in respect of which claim is admitted under the Policy.
- b) Damage to any insured item by perils which are insurable under other sections of the Policy.
- c) Damage for which the manufacturer or supplier of the property or a maintenance contractor is responsible by law or contract
- d) Gradually developing flaws, defects, cracks or partial fractures in any part not necessitating immediate stoppage although at some future time repair or replacement of the parts affected may be necessary.
- e) Deterioration of or wearing away or wear out of any item caused by or naturally resulting from normal use or exposure.
- f) Damage caused by or arising out of wilful act or wilful gross negligence of Insured, his employee or director.
- g) Damage due to faults existing at the time of commencement of this Insurance and not known to the Insured, employee, director, regardless of whether such faults or defects were known to the Company or not.
- h) Cost of transport to the repair shop and back to the Insured's premises of any insured item arising out of damage to such item.
- i) Damage to any insured item occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority of such item or by permanent or temporary dispossession of any building resulting from the unlawful occupation by the Insured of the building.

Section XII – Accompanied Baggage

This Section is only operative if shown as such in the Schedule.

Definitions

- 1) "**Baggage**" - shall mean a personal goods belonging to Insured or to any of insured's Director or employees or for which Insured, he or she is responsible officially.
- 2) "**Journey**" - Any trip undertaken for the purpose of the Business outside the city, town or municipal limits of the place where the Business is situated.

The Cover

In the event of loss of or Damage to accompanied and or checked in Baggage due to Accident whilst on and journey, anywhere in the world, the company will pay the actual value of the Baggage at the time of happening of the Damage, provided always that no liability will arise for any claim which is otherwise indemnifiable by a contract of affreightment for accompanied or checked in baggage.

Limit of Liability

Company's liability under this Section shall not exceed the Limit of Liability stated in the Schedule.

Condition

Loss of Damage to baggage covered under this sub-Section should be reported to Police within 24 hours of discovery and a written report obtained.

Exclusions

This Section does not cover

1. First Rs.500/- (five hundred only) in each and every claim.
2. Damage due to cracking, scratching or breakage of lenses or glass whether part of any equipment or otherwise or of china marble, gramophone records or other articles of a brittle or fragile nature, unless such Damage arises from an accident to any vessel, train, vehicles or aircraft by which such property is conveyed.
3. Damage caused by moth, mildew, vermin or any process of cleaning, dyeing, repairing or restoring to which the property is subjected.
4. Loss of or Damage to any electrical machine, apparatus, fixtures or fittings (including wireless sets, radio, television sets and tape recorders) arising from overrunning, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity from whatever cause (lightning included).
5. Damage due to theft from any car except from a car of the fully enclosed saloon type having all the doors, windows and other openings securely locked and properly fastened.
6. Loss of or Damage to any property whilst being conveyed by any carrier under a contract of affreightment.
7. Loss of or Damage to money, securities, manuscripts, deeds, bonds, bills of exchange, promissory notes, stock or share certificates, stamps, business books or documents, jewellery, watches, furs, precious metals, precious stones, gold and silver ornaments, travel tickets, cheques and bank drafts.
8. Loss of or Damage to articles of a consumable nature.
9. Loose articles such as sticks, straps, umbrellas, sunshades, fans, deck chairs, property in use on the Journey nor articles or clothes whilst being worn on the person or being carried out.

Section XIII – Fidelity of Employees

The Company will indemnify the insured against direct pecuniary loss due to fraud / dishonesty or fraudulent conversion of money or money's worth during the period of this insurance caused by the permanent salaried employees of the insured named in the schedule, whilst on the Premises described in this policy, subject to the limits specified in the Schedule.

Provided that the loss shall have occurred in connection with occupation and duties of the employee while on actual duty during the uninterrupted continuance of his employment and be discovered within 3 months after the death, dismissal or retirement of such person or three months after this Policy shall have ceased to exist, whichever of these events shall happen first.

Special Conditions

- (a) On the discovery of any act which may give rise or has risen in a claim under this section, the Insured shall:
 - Immediate notice of loss in writing, which in any case should be within 24 hours of occurrence of the event should be given to the company and complaint lodged with police authorities
 - Immediately take all steps to prevent further loss,
 - Supply at the request of and free of expense to the Company all such proof, information and other evidence (verified by statutory declaration if so required) relating to the claim as the Company may require.
- (b) The Insured shall report the occurrence of any event which could give rise to a claim immediately on discovery of the same and in no case later than 30 days from the date of such discovery.
- (c) The liability of the company for any each employee in respect of all losses during the period of insurance is limited to the sum stated in the attached schedule against the said employee.
- (d) Any money of the Employee in the hands of Insured and any money which but for the Employee's dishonesty would have been due to the Employee from the Insured shall be deducted from the amount otherwise payable under this Policy. Any money recovered after the settlement of any claim shall be the property of the Insured, not exceeding, however, the amount paid by the Insured.
- (e) The Insured shall 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 in consequence of which a claim will have to be made under such Policy and shall at

the Company's expense give all information and assistance to enable the Company to use for and obtain reimbursement by any such employee by reason of whose acts or defaults a claim has been made or by the estate of such employee or money which the Company shall have become liable to pay in respect thereof.

(f) The Company shall be entitled at its own expense and for its own benefit in the name of the Insured to prosecute all claims and exercise all rights of action competent to the Insured against the employee in respect of any act against insured in connection with which it may have made payment under this Policy and the Insured shall give to the Company all such information and assistance as may be reasonable for maintaining such claims or rights.

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

Exceptions

(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 material fact bearing on the honesty 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 a default committed by such Employee.

Conditions (applicable to Part A in addition to General conditions mentioned above)

- 1.** The Insured shall take all reasonable steps to safeguard the property insured against any loss or damage. The Insured shall exercise reasonable care that only competent employees are employed and shall take all reasonable precautions to prevent all accidents and shall comply with all statutory or other regulations.
- 2.** The Insured shall upon the occurrence of any event giving rise or likely to give rise to a claim under the Policy
 - (a) In the event of the theft, lodge forthwith a complaint with the Police and take all practicable steps to apprehend the culprits and to recover the property lost.
 - (b) Give immediate notice thereof to the Company and shall within Fourteen (14) days thereafter furnish to the Company at his own expense, detailed particulars of the amount of the loss or damage together with such explanations and evidence to substantiate the claim as the Company may require.
- 3.** If at the time of any loss or damage happening to any property hereby insured there be any other subsisting insurance or insurances whether effected by the Insured or by any other person or persons covering the same property, the Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.
- 4.** The Company may, at its option, 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 but the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and 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 occurrence of such loss/damage or more than the Sum Insured by the Company thereon.
- 5.** If the property hereby insured shall at the time of any loss or damage be collectively of greater value than the Sum Insured hereon 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 of the Policy, shall be separately subject to this condition.

Where the value of the property of the insured under any section, exceeds the maximum Sum Insured thereunder, the Insured shall independently cover the property under that section by way of a separate insurance policy.

Section XIV - Liability

This section indemnifies the insured against any legal liability including defence costs incurred with the prior written permission of the Company towards

- (a)** Accidental death or bodily injury to any third party
- (b)** Accidental damage to property belonging to a third party

Caused by or through the negligence or fault of the insured in the performance of any act in connection with the insured's business, during the period of this policy.

Special Exclusions

The Company shall not be liable in respect of:

- a)** Deductible of 0.5 % of AOA limit subject to a minimum of Rs.1000/- and a maximum of Rs.1,00,000/-
- b)** Any property belonging to, in the custody of or in the control of any person mentioned in a) above. Any claims arising from or caused by or attributed to animals, vehicles, aircraft, ships, craft.

Section XV – Workmen's Compensation

This section indemnifies the Insured against his liability to its own direct employees, excluding employees of contractors, under the Workman Compensation Act 1923 as amended from time to time. This section excludes any liability assumed by the insured by way of an agreement or any sum that the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party.

Special Exclusions

The Company shall not be liable in respect of:

- i)** Accident directly or indirectly caused by traceable to or arising out of the ownership, possession or the custody by or on behalf of the Insured of animals, vehicles, aircraft, ship, boats or craft of any kind.
- ii)** Where the number of employees at the time of accident or the actual wages paid in respect of the employee or employees for whom claim is made is found to be in excess of the number of employees or the wages stated in the schedule, then the a Company shall pay only a rateable proportion of the sum insured that the number of employees or the wages stated in the schedule bears to the actual number of employees or the actual wages paid at the time of the accident.

Exceptions

The Company shall not be liable in respect of

- a)** Any claim made by / compensation payable to any member of the Specified Person's family, partners, directors, managers, employees or contractors' employees.
- b)** Liability assumed by the Insured by agreement unless such liability would have attached to the Insured notwithstanding such agreement.

How to make a Claim

1. Initial Intimation should be given to the Call Centre by filling the CRM Intimation sheet.

- **CALL CENTRE NO. 18002005544.**

Alternatively, the claim can be registered by sending a mail to the following e-mail ids

CALL CENTRE E-MAIL ID 'crminbound@cholams.murugappa.com'

2. **The claim must be intimated immediately but not later than 15 days from the date of loss.**

3. The Insured/Banker should provide the following details at the time of claim notification:

Claim Intimation Sheet		
S No.	Description	Details
1	Name of Caller:	
2	Relationship with Insured Beneficiary	
3	Contact Number of the Insured and e-mail id if available	
4	Policy Number:	
5	Persons to be Contacted & Relationship:	
6	Date and Time when Loss Occurred:	
7	Where the affected items can be Inspected:	
8	Brief Description of Loss including nature and cause of loss	
9	Items affected due to Loss:	
10	Estimate of Loss:	
11	Details of any Injuries Involved:	
12	Whether loss intimated to police/fire brigade/others (please specify):	

4. On receipt of claim intimation, the surveyor will be appointed by Policy Issuing Office immediately.
5. The surveyor will carry out the survey immediately but not later than 48 hours from the time of his appointment.
6. The surveyor, after completion of the survey, will issue Letter of requirements.
7. On receipt of the documents from the Insured, the surveyor will release his survey report to us.
8. If payable, the claim will be settled within 30 working days from the date of receipt of survey report.
9. If the claim is not payable, the same will be intimated to the insured in writing.

MINIMUM DOCUMENTS REQUIRED IN RESPECT OF SUCH CLAIMS:

1. Claim form duly filled.
2. Claim bill
3. Occurrence report
4. Proof in support of cause of loss
5. Proof in support of insurable interest
6. Repair/Replacement bill
7. Document in support of value at risk (like valuation report)
8. Proof in support of year of construction
9. Any other relevant document asked by the surveyor

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:

In case of any grievance the insured person may contact the company through

Website : www.cholainsurance.com

Toll free : 1800 208 5544

E-Mail : customercare@cholams.murugappa.com

Fax : 044 -4044 5550

Courier : Cholamandalam MS General Insurance Company Limited,

Customer services, Head

Office Dare House 2nd floor, No 2 N.S.C. Bose Road, Chennai 600 001

Insured person may also approach the grievance cell at any of the company's branches with the details of grievance.

If insured person is not satisfied with the redressal of grievance through one of the above methods, insured person may contact the grievance officer at GRO@cholams.murugappa.com

For details of grievance officer, kindly refer the link www.cholainsurance.com

If any Grievances / issues on Health insurance related claims pertaining to Senior Citizens, Insured can register the complaint / grievance in 'Senior Citizen Channel' which shall be processed on Fast Track Basis by dedicated personnel.

If Insured Person is not satisfied with the redressal of grievance through above methods, the insured person may also approach the office of Insurance Ombudsman of the respective area/region for redressal of grievance as per Insurance Ombudsman Rules 2017.

Grievance may also be lodged at IRDAI Integrated Grievance Management system <https://igms.irda.gov.in/>

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 e-mail 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 approach the Insurance Ombudsman depending on the nature of grievance and financial implication, if any. Information about Insurance Ombudsmen, their jurisdiction and powers is available on the website of the Insurance Regulatory and Development Authority of India (IRDAI) at www.irdai.gov.in, 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.

Areas of Jurisdiction	Office of the Insurance Ombudsman
Gujarat, UT of Dadra and Nagar Haveli, Daman and Diu	Office of the Insurance Ombudsman, 2 nd floor, Ambica House, Near C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad – 380014 Tel.: 079-27546150/27546139, Fax: 079-27546142, Email: bimalokpal.ahmedabad@ecoi.co.in
Karnataka	Office of the Insurance Ombudsman, Jeevansoudha Building, PID No.57-27-N-19, Ground Floor, 19/19, 24 th Main Road, JP Nagar, 1 st Phase, Bengaluru 560078. Tel.: 080-26652048/26652049, Email: bimalokpal.bengaluru@ecoi.co.in
Madhya Pradesh and Chhattisgarh	Office of the Insurance Ombudsman, Janakvihar Complex, 2 nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462003. Tel.: 0755-2769201/2769202, Fax.: 0755-2769203, Email.: bimalokpal.bhopal@ecoi.co.in
Odisha	Office of the Insurance Ombudsman, 62, Foresh Partk, Bhubhaneshwar – 750009. Tel.: 0674-2596461/2586455. Fax.: 0674-2596429. Email.: bimalokpal.bhubaneswar@ecoi.co.in
Punjab, Haryana, Himachal Pradesh, Jammu and Kashmir, UT of Chandigarh	Office of the Insurance Ombudsman, S.C.O. No.101, 102 & 103, 2 nd Floor, Batra Building, Sector 17-D, Chandigarh – 160017. Tel.: 0172-2706196/2706468. Fax.: 0172-2708274, Email.: bimalokpal.chandigarh@ecoi.co.in
Tamilnadu, UT-Pondicherry Town and Karaikal (which are part of UT of Pondicherry)	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4 th Floor, 453, Anna Salai, Teynampet, Chennai 600 018. Tel. 044 – 24333668/24335284. Fax. 044-24333664, Email.: bimalokpal.chennai@ecoi.co.in

Delhi	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110002. Tel. 011-23239633/23237532, Fax.011-23230858, Email.: bimalokpal.delhi@ecoi.co.in
Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura	Office of the Insurance Ombudsman, JeevanNivesh, 5 th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001 (ASSAM). Tel.: 0361-2132204/2132205, Fax.: 0361-2732937, Email.: bimalokpal.guwahati@ecoi.co.in
Andhra Pradesh, Telangana and UT of Yanam-a part of the UT of Pondicherry	Office of the Insurance Ombudsman, 6-2-46, 1 st Floor, “Moin court”, Lane Opp., Saleem Function Palace, A.C. Guards, Lakdi-Ka-Pool, Hyderabad – 500004. Tel.: 040-65504123/23312122, Fax.: 040-23376599, Email.: bimalokpal.hyderabad@ecoi.co.in
Rajasthan	Office of the Insurance Ombudsman, JeevanNidhi – II Bldg, Gr. Floor, Bhawani Singh Marg, Jaipur – 302005. Tel.: 0141-2740363, Email.: Bimalokpal.jaipur@ecoi.co.in
Kerala, UT of (a) Lakshadweep, (b) Mahe-a part of UT of Pondicherry	Office of the Insurance Ombudsman, 2 nd Floor, Pulinat Bldg., Opp. Cohin Shipyard, M. G. Road, Ernakulam – 682015, Tel.: 0484-2358759/2359338, Fax.: 0484-2359336, Email.: bimalokpal.ernakulam@ecoi.co.in
West Bengal, UT of Andaman and Nicobar Islands, Sikkim	Office of the Insurance Ombudsman, Hindustan Bldg, Annexe, 4 th Floor, 4, C.R. Avenue, Kolkata – 700072. Tel. 033-22124339/22124340. Fax. 033-22124341, Email.: bimalokpal.kolkata@ecoi.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	Office of the Insurance Ombudsman, 6 th Floor, Jeevanbhowan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow – 226001. Tel.: 0522-2231330/2231331. Fax.: 0522-2331310. Email: bimalokpal.lucknow@ecoi.co.in
Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane	Office of the Insurance Ombudsman, 3 rd Floor, Jeevanseva Annexe, S.V. Road, Santacruz (W), Mumbai – 400054. Tel.: 022-26106552/26106960. Fax: 022-26106052. Email: bimalokpal.mumbai@ecoi.co.in

ENTERPRISE PACKAGE POLICY WORDING (SOOKSHMA)

<p>State of Uttaranchal and the following districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Baudam, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur,</p>	<p>Office of the Insurance Ombudsman, Bhagwansahai Palace, 4th floor, Main Road, Naya Bans, Sector 15, Distt: gautambuddh Nagar, U.P – 201301. Tel.: 0120-2514250/2514251/2514253. Email.: bimalokpal.noida@ecoi.co.in</p>
<p>Bihar, Jharkhand</p>	<p>Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna 800006, Email: bimalokpal.patna@ecoi.co.in</p>
<p>Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region</p>	<p>Office of the Insurance Ombudsman, JeevanDarshan Bldg, 3rd floor, C.T.S. No.s 195 to198, N.C. Kelkar Road, Narayan Peth, Pune-411030 Tel: 020-32341320, Email: bimalokpal.pune@ecoi.co.in</p>