

## 1. SBI General Bharat Sookshma Udyam Suraksha - Deterioration of Stocks

### a) **Deterioration of Stocks in Cold Storage premises due to accidental power failure consequent to damage at the premises of Power Station due to an insured peril**

“In consideration of the payment of additional premium of Rs. \_\_\_\_\_ it is hereby agreed and declared that notwithstanding anything to the contrary in this Policy or in any of its conditions, this Policy covers destruction of or damage to the property hereby insured caused by change of temperature in consequence of failure of electric supply at the terminal ends of electric service feeders from which the Insured obtains electric supply directly due to damage caused by any peril insured against under this Policy to property at insured premises or any Electric Station or Sub-Station of Public Electric Supply undertaking from which the Insured obtains electric supply.

Provided that the Company shall not be liable for any loss occasioned by the deliberate act of the Government, Municipal or Local Authority or Supply Authority not performed for the sole purpose of safeguarding life or protecting any part of the supply undertaking's systems or by the exercise by any such authority of its power to withhold or restrict or ration supply not necessitated solely by damage to the Supply Undertaking's generating or supply equipment by an insured peril.

Provided further that the Company shall not be liable for any loss unless the duration of each such failure exceeds 24 hours.

Subject otherwise to the terms, exceptions, conditions and limitations of this Policy.”

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

### b) **Deterioration of stocks in cold storage premises due to change in temperature arising out of loss or damage to the cold storage machinery(ies) in the Insured's premises due to operation of insured peril.**

“In consideration of the payment of additional premium of Rs. \_\_\_\_\_ it is hereby agreed and declared that notwithstanding anything to the contrary in this Policy or in any of its conditions this Policy covers destruction of or damage to the property hereby insured caused by change of temperature in consequence of failure of electric supply following damage to Insured's property due to insured peril(s).

Provided that the Company shall not be liable for any loss occasioned by the deliberate act of the Government, Municipal or Local Authority or Supply Authority not performed for the sole purpose of safeguarding life or protecting any part of the supply undertaking's systems or by the exercise by any such authority of its power to withhold or restrict or ration supply not necessitated solely by damage to the Supply Undertaking's generating or supply equipment by an insured peril.

Provided further that the Company shall not be liable for any loss unless the duration of each such failure exceeds 24 hours.

Subject otherwise to the terms, extensions, conditions and limitations of this Policy”.

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

## 2. SBI General Bharat Sookshma Udyam Suraksha - Adequacy of Sum Insured

In consideration of payment of additional premium, the Insured shall not be considered his own insurer of the difference and shall not bear a rateable proportion of the loss or damage if the value of the Insured Contents (other than building) hereby insured shall at the time of any insured event be collectively of greater value than the Sum Insured thereon, provided the claim amount is less than 25% of the Sum Insured or Rs. 1 Cr, whichever is lower.

Every item specified in the Schedule of the policy only, if more than one, shall be separately subject to this Special Condition.

## 3. SBI General Bharat Sookshma Udyam Suraksha - EMI Protection cover

In consideration of the payment of additional premium paid by the Insured as mentioned in the policy schedule, it is hereby understood and agreed subject to the terms, conditions, exclusions and limitations, the Company will pay the Insured an amount up to a maximum of **₹ 50,000 per EMI** for each completed period of 30 days when the insured property situated in the Schedule of the Policy have suffered a Loss, Damage or destruction due to operation of insured peril provided

1. The insured has taken a loan on the property insured as given in the policy schedule
2. Liability of the Company shall be limited to **3 EMIs** upto the maximum amount mentioned as above or the actual EMI prevailing at the time of loss whichever is lower.
3. Maximum two claims shall be admissible under this add on during the policy period.
4. For computation of ‘completed period of 30 days’, the start date will be taken as the date of insured peril operation and end date will be taken as the day on which the property lost damaged or destroyed is repaired or reinstated whichever is earlier
5. The intervening time taken by the insured to commence the repair/reinstatement work or waiting time due to non-availability of finance, material or labour is not considered.
6. The claim under this add-on shall be paid directly to the financial institution as mentioned on the schedule, from which the insured has availed a loan.
7. In no case, Company shall pay an amount higher than the actual amount of loan outstanding against the insured property.
8. Onus of proof in the event of the Insured making any claim for EMI under this extension shall rest with the insured with suitable documentary evidence.

**This extension does not cover**

- I. Consequential Loss of any nature.
- II. Any Loss or damage occasioned by or through or in consequence directly or indirectly caused by any other perils which is not insured in base policy.
- III. Denial of Access by order of any Public Authority
- IV. Denial of Access by any other peril which is not covered in base policy.
- V. Total or partial cessation of work or the retardation or interruption or cessation of any process or operations by order of the Government or any lawfully constituted Authority or any Statutory authority

**4. SBI General Bharat Sookshma Udyam Suraksha - Involuntary betterment/technological advancements/obsolete equipment clause**

Notwithstanding Condition of Reinstatement, In the event that new Property Insured of like kind and quality is not obtainable, Property Insured which is as similar as possible to that which has sustained Damage, and which is capable of performing the same function shall be deemed to be new Property Insured of like kind and quality and in no event shall this be considered as a betterment to the Insured.

In the event of replacement with new Property Insured, Company will pay the cost of purchasing and installing technologically current Property Insured, which is necessitated by incompatibility between new Property Insured installed to replace Property Insured which has sustained Damage and existing Property Insured which has not incurred Damage at the same or an interdependent location.

Provided always that:

1. Damage was directly caused to the Property Insured
2. We shall be liable only for the amount sufficient to enable You to resume operations in substantially the same manner as before the Damage
3. We shall be liable for only the difference between
  - 4.1. the highest sales value of the existing Property Insured which has not incurred Damage at the same or interdependent location and
  - 4.2. The installed cost of the technologically current Property Insured

The liability of Us shall not exceed the Limit of Indemnity stated in the Policy Schedule.

**5. SBI General Bharat Sookshma Udyam Suraksha - Leakage and Contamination Cover**

**(A) Where leakage and contamination cover is granted**

In consideration of the payment of an additional premium of Rs..... it is hereby agreed and declared that the Insurance under this Policy shall, subject to terms, conditions and exclusions of this Policy and also subject to terms, conditions and exclusions hereinafter contained, extend to include

the physical loss of oil/chemical by leakage from its container by accidental means and all accidental contaminations by contact with foreign matter

PROVIDED always that this Policy does not cover:

- a) Loss by Contamination through Improper Handling or Controls by Insured's own Employees;
- b) Loss resulting from loss of use, loss of earnings, delay or loss of markets or other consequential or indirect loss or damage of any kind or description whatsoever;
- c) Loss resulting from any kind of infidelity or dishonesty on the part of the Insured or any of their employees, inventory shortage, mysterious disappearance or unexplained loss;
- d) Loss by burglary or theft or any attempt thereat;
- e) Loss resulting from processing or faulty workmanship;
- f) Loss resulting from shrinkage, evaporation, loss of weight unless caused by a peril not otherwise excluded;
- g) Any legal and/or contractual liability arising from any cause whatsoever; and
- h) Consequential Loss of any nature.

**(B) Where leakage cover alone is granted:**

"In consideration of the payment of an additional premium of Rs..... it is hereby agreed and declared that the Insurance under this Policy shall, subject to terms, conditions and exclusions of this Policy and also subject to terms, conditions and exclusions hereinafter contained, extend to include the physical loss of oil/chemical by leakage from its container by accidental means.

PROVIDED always that this Policy does not cover:

- a) loss resulting from loss of use, loss of earnings, delay or loss of markets or other consequential or indirect loss or damage of any kind or description whatsoever;
- b) loss resulting from any kind of infidelity or dishonesty on the part of the Insured or any of their employees, inventory shortage, mysterious disappearance or unexplained loss;
- a) c) loss by burglary or theft or any attempt thereat;
- c) loss resulting from processing or faulty workmanship;
- d) loss resulting from shrinkage, evaporation, loss of weight unless caused by a peril not otherwise excluded;
- e) any legal and/or contractual liability arising from any cause whatsoever; and
- f) Consequential Loss of any nature.

**SPECIAL CONDITIONS: (Applicable to A and B)**

- I. The cover under this endorsement shall attach only on or after the receipt of the insured subject matter in land tanks as described in the Policy and subject to lodgement with the company by Insured of a certificate obtained by them at their own expense from a competent approved and independent agency/surveyor as to the purity and quality of the subject matter herein insured.
- II. Before the commencement of pumping and/or decanting operations, the Insured shall arrange at their own expense sampling and quality / purity certification by competent, approved and

- independent agency / surveyor for such distinct lot, batch or tank load ex-ocean vessel of insured subject matter and shall pump/decant only such material as is pure and without contaminants.
- III. The insured shall at their own expense arrange inspection and certification from competent approved and independent agency/surveyor as to the cleanliness and fitness of the pipe lines, pumping equipment and the receiving land tanks to carry and/or receive the insured subject matter, prior to the commencement of pumping, decanting, receiving and/or storage operations. Such certification as mentioned above should, inter alia, confirm that the pumping, carrying and storage equipment facilities and tanks are free from impurities, contaminants and/or residue or left-overs from previous use of equipment, facilities or storage tanks. As concerning the receiving land tanks an initial certificate of fitness to receive and store the insured material shall be deemed to satisfy the above condition in so far as such tanks are concerned. However, a fresh certification as mentioned above would be required in the event of the said tanks being empty and fresh stocks are subsequently pumped/decanted in during the currency of this insurance.
- IV. In case of loss to property insured hereunder, the basis of adjustment shall be the market value at the time and place of loss.
- V. It is understood and agreed that all loss or damage to property occurring during any one period of seventy-two consecutive hours during the currency of this Policy directly caused by earthquake shock shall be deemed to have been caused by single earthquake and therefore to constitute one loss for the purpose of this Policy, the Insured shall select a time from which any such period shall commence but no two such selected periods shall overlap.
- VI. All salvage recoveries and payments recovered or received subsequent to a loss settlement under this Policy shall be applied as if recovered or received prior to the said settlement and all necessary adjustment shall be made by the parties hereto.
- VII. vii) If any breach of a clause or condition in this contract or Policy of insurance shall occur prior to a loss under this Policy, such breach shall not void the Policy nor avail the company to avoid the liability unless such breach shall exist at the time of such a loss under this contract or Policy, it being understood that such breach of a clause or condition is applicable only to the specific property to which the condition or clause has reference and in respect of which such breach occurred.
- VIII. Each claim for loss or damage shall be adjusted separately and each claim is subject to an excess of 1% on each tank with a minimum of Rs. 60,000/- each loss.
- IX. If the property hereby insured shall at the time of the operation of a peril insured hereunder, be collectively of greater value than the Sum Insured thereof, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of the Policy shall be separately subject to this condition

NOTE: SPECIAL CONDITIONS (i), (ii) AND (iii) ARE NOT APPLICABLE WHERE LEAKAGE COVER ALONE IS GRANTED.

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