



United India Insurance

## UNI-MSME PROTECT-INSURANCE

### SMALL AND MEDIUM ENTERPRISES PACKAGE POLICY

#### SECTION I

#### FIRE MATERIAL DAMAGE

IN CONSIDERATION OF the Insured named in the Schedule hereto having paid to the United India Insurance Company Limited (hereinafter called the Company) the full premium mentioned in the said schedule, THE COMPANY AGREES, (Subject to the Conditions and Exclusions contained herein or endorsed or otherwise expressed hereon) that if after payment of the premium the Property insured described in the said Schedule or any part of such Property be destroyed or damaged by any of the perils specified hereunder during the period of insurance named in the said schedule or of any subsequent period in respect of which the Insured shall have paid and the Company shall have accepted the premium required for the renewal of the policy, the Company shall pay to the Insured the value of the Property at the time of the happening of its destruction or the amount of such damage or at its option reinstate or replace such property or any part thereof

**I. Fire:** Excluding destruction or damage caused to the property insured by

- a) i) its own fermentation ,natural heating or spontaneous combustion.
- ii) its undergoing any heating or drying process.
- b) Burning of property insured by order of any Public Authority.

**II. Lightning**

**III. Riot, Strike and Malicious Damage:** Loss of or visible physical damage or destruction by external violent means directly caused to the property insured but excluding those caused by

- a) total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.
- b) Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority.
- c) Permanent or temporary dispossession of any building or plant or unit or machinery resulting from the unlawful occupation by any person of such building or plant or unit or machinery or prevention of access to the same.
- d) Burglary, housebreaking, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any malicious act.

If the Company alleges that the loss / damage is not caused by any malicious act, the burden of proving the contrary shall be upon the insured.



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**IV. Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation:** Loss, destruction or damage directly caused by Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood or Inundation excluding those resulting from earthquake, Volcanic eruption or other convulsions of nature. ( Wherever earthquake cover is given as an "add on cover" the words "excluding those resulting from earthquake volcanic eruption or other convulsions of nature" shall stand deleted.

**V. Subsidence and Landslide including Rock slide:** Loss, destruction or damage directly caused by Subsidence of part of the site on which the property stands or Land slide/Rock slide excluding:

- a) the 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
- e) demolition, construction, structural alterations or repair of any property or ground works or excavations.

#### **(A) GENERAL EXCLUSIONS**

1. This Policy does not cover:

- a) *The first Rs.10,000 in respect of each and every loss arising out of "Act of God perils" such as Lightning, STFI, Subsidence, Landslide and Rock slide covered under this section.*
- b) The first Rs.10,000 for each and every loss arising out of other perils in respect of which the Insured is indemnified by this section.

The Excess shall apply per event per insured.

2. Loss, destruction or damage caused by war, invasion, act of foreign enemy hostilities or war like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.

3. Loss, destruction or damage directly or indirectly caused to the property insured by

- a) Ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel



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b) The radioactive toxic, explosives or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

4. Loss, destruction or damage caused to the insured property by pollution or contamination excluding

a) Pollution or contamination which itself results from a peril hereby insured against.

b) Any peril hereby insured against which itself results from pollution or contamination

5. Loss, destruction or damage to bullion or unset precious stones, any curios or works of art for an amount exceeding Rs. 10000/-, goods held in trust or on commission, manuscripts, plans, drawings, securities, obligations or documents of any kind, stamps, coins or paper money, cheques, books of accounts or other business books, computer systems records, explosives unless otherwise expressly stated in the policy.

6. Loss, destruction or damage to the stocks in Cold Storage premises caused by change of temperature.

7. Loss, destruction or damage to any electrical machine, apparatus, fixture, or fitting arising from or occasioned by over-running, excessive pressure, short circuiting, arcing, self heating or leakage of electricity from whatever cause (lightning included) provided that this exclusion shall apply only to the particular electrical machine, apparatus, fixture or fitting so affected and not to other machines, apparatus, fixtures or fittings which may be destroyed or damaged by fire so set up.

8. Expenses necessarily incurred on (i) Architects, Surveyors and Consulting Engineer's Fees and (ii) Debris Removal by the Insured following a loss, destruction or damage to the Property insured by an insured peril in excess of 3% and 1% of the claim amount respectively.

9. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.

10. 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 perils covered.

11. Loss by theft during or after the occurrence of any insured peril except as provided under Riot, Strike, Malicious and Terrorism Damage cover.

12. Any Loss or damage occasioned by or through or in consequence directly or indirectly due to earthquake, Volcanic eruption or other convulsions of nature.

13. Loss or damage to property insured if removed to any building or place other than in which it is herein stated to be insured, except machinery and equipment temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding 60 days.

14. Loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss are excluded.

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For the purpose of this warranty an act of terrorism means an act, including but not limited to the use of force or violence and/ or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organization (s) or Governments) committed for political, religious, ideological or similar purpose including the intention to influence any Government and/ or to put the public, or any section of the public in fear.

The Warranty also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing suppressing or in any way relating to action taken in respect of an act of terrorism.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

In the event any portion of this exclusion is found to be invalid or unenforceable, the reminder shall remain in full force and effect.

## **(B) GENERAL CONDITIONS**

1. THIS POLICY shall be voidable in the event of mis-representation, mis-description or non-disclosure of any material particular.

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

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

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

3. Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the Insured, before the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the policy by or on behalf of the Company:-

- a) If the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building insured or containing the insured property be changed in such a way as to increase the risk of loss or damage by Insured Perils.
- b) If the building insured or containing the insured property becomes unoccupied and so remains for a period of more than 30 days.
- c) If the interest in the property passes from the insured otherwise than by will or operation of law.

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4. This insurance does not cover any loss or damage to property which, at the time of the happening of such loss or damage, is insured by or would, but for the existence of this policy, be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected.

**5. Cancellation: The Company may at any time cancel the Policy on grounds of misrepresentation, fraud, non-disclosure of material fact or non-cooperation by the insured by sending fifteen days notice in writing by Registered A/D to the insured at his last known address in which case the Company shall return to the insured a proportion of the last premium corresponding to the unexpired period of insurance if no claim has been paid under the policy. The insured may at any time cancel this policy and in such event the Company shall allow refund of premium at Company's short period rates provided no claim has occurred up to the date of cancellation as per the following scale:**

**SHORT PERIOD RATES :-**

**(Nor Exceeding)**

1.	Week	-	10% of Annual Rate
1	Month	-	25% of Annual Rate
2	Months	-	35% of Annual Rate
3	Months	-	50% of Annual Rate
4	Months	-	60% of Annual Rate
6	Months	-	75% of Annual Rate
8	Months	-	85% of Annual Rate
	Exceeding 8 Months	-	No refund will be payable.

**6. (i)** On the happening of any loss or damage the Insured shall forthwith give notice thereof to the Company and shall within 15 days after the loss or damage, or such further time as the Company may in writing allow in that behalf, deliver to the Company

a) Claim in writing for the loss or damage containing as particular an account as may be reasonably practicable of all the several articles or items or property damaged or destroyed, and of the amount of the loss or damage thereto respectively, having regard to their value at the time of the loss or damage not including profit of any kind.

b) Provide particulars of all other insurances insuring the property damaged/ lost if any.

The Insured shall also at all times at his own expense produce, procure and give to the Company all

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such further particulars, plans, specification books, vouchers, invoices, duplicates or copies thereof, documents, investigation reports (internal/external), proofs and information with respect to the claim and the origin and cause of the loss and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of the liability of the Company as may be reasonably required by or on behalf of the Company together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

No claim under this policy shall be payable unless the terms of this condition have been complied with.

**(ii)** In no case whatsoever shall the Company be liable for any loss or damage after the expiry of 12 months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration; it being expressly agreed and declared that if the Company shall disclaim liability for any claim hereunder and such claim shall not within 12 calendar months from the date of the disclaimer have been made the subject matter of a suit in a court of law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

**7.** On the happening of loss or damage to any of the property insured by this policy, the Company may

- a) Enter and take and keep possession of the building or premises where the loss or damage has happened.
- b) Take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage.
- c) Keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same.
- d) Sell any such property or dispose of the same for account of whom it may Concern.

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

If the insured or any person on his behalf shall not comply with the requirements of the Company or shall hinder or obstruct the Company, in the exercise of its powers hereunder, all benefits under this policy shall be forfeited.

The Insured shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not.

**8.** If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under the policy or if the loss or damage be occasioned by the willful



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act, or with the connivance of the Insured, all benefits under this policy shall be forfeited.

**9.** If the Company at its option, reinstate or replace the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or join with any other Company or Insurer(s) in so doing, 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 the occurrence of such loss or damage nor more than the sum insured by the Company thereon. If the Company so elect to reinstate or replace any property the insured shall at his own expense furnish the Company with such plans, specifications, measurements, quantities and such other particulars as the Company may require, and no acts done, or caused to be done, by the Company with a view to reinstatement or replacement shall be deemed an election by the Company to reinstate or replace.

If in any case the Company shall be unable to reinstate or repair the property hereby insured, because of any municipal or other regulations in force affecting the alignment of streets or the construction of buildings or otherwise, the Company shall, in every such case, only be liable to pay such sum as would be requisite to reinstate or repair such property if the same could lawfully be reinstated to its former condition.

**10.** If the property hereby insured shall at the breaking out of any fire or at the commencement of any destruction of or damage to the property by any other peril hereby insured against be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of the policy shall be separately subject to this condition.

**11.** 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, this Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.

**12.** The Insured shall at the expense of the Company do and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated, upon its paying for or making good any loss or damage under this policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the Company.

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

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as



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hereinbefore provided, if the Company has disputed or not accepted liability under or in respect of this policy.

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

**14.** Every notice and other communication to the Company required by these conditions must be written or printed.

**15.** At all times during the period of insurance of this policy the insurance cover will be maintained to the full extent of the respective sum insured in consideration of which upon the settlement of any loss under this policy, pro-rata premium for the unexpired period from the date of such loss to the expiry of period of insurance for the amount of such loss shall be payable by the insured to the Company.

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

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

#### **WARRANTIES ATTACHED TO AND FORMING PART OF THE POLICY**

1. **CLASS OF CONSTRUCTION:** Warranted that the buildings are not of Kutcha construction consisting of walls and / or roofs of wooden planks / thatched leaves and / or grass / of any kind / bamboo / plastic cloth / asphalt cloth / canvas / tarpaulin / and the like.
2. **FEA WARRANTY:** Warranted that Fire Extinguishing Appliances in respect of which discount is given shall confirm to the Tariff Advisory Committee regulations and shall be maintained in efficient working condition at all times and an annual maintenance contract with and external agency shall be in force at all times throughout the currency of this policy.
3. **STOCKS LYING ADJACENT IN OPEN:** Warranted that policy covers stocks lying in open adjacent to the insured's premises.
4. **STOCKS STORED IN SHOPS:** Warranted that storage of following materials should not exceed 5% of the total stock.

1. Celluloid Goods
2. Coir Loose
3. Crackers and Fire Works
4. Explosives of any kind
5. Hay/Straw
6. Hemp
7. Jute Loose
8. Matches
9. Methylated Spirit
10. Nitro-Cellulose
11. Plastics
12. Oils/Ether / Industrial Solvents and other inflammable liquids flashing liquids

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flashing at and below 32<sup>0</sup> C (Closed Cup test) 12. Paints with inflammable base having Flash point below 32<sup>0</sup>C (Closed Cup test) Other than in sealed tins or drums 13. Varnishes having Flash point below 32<sup>0</sup> C (Closed Cup Test) other than in sealed tins or drums 14. Disinfectant liquids and liquid insecticides—other than in sealed tins or drums 15. Vegetable fibres of any kind including Rayon Fibre

5. **SILENT RISKS:** warranted that no manufacturing activity is carried out in the insured premises for consecutive period of 30days or more.
6. **CHEMICAL MANUFACTURING:** Warranted that no materials having flash point below 32 C are used / stored in the premises.
7. **CIGARETTE FILTER MANUFACTURING:** Warranted that no solvents having flash point below 32 C are used / stored in the premises.
8. **CINEMATOGRAPH LABORATORY:** warranted that no film processing is carried out in the premises.
9. **DETERGENT MANUFACTURING:** Warranted that no sulphonation process is carried out in the premises.
10. **MAN MADE FIBRE / YARN MANUFACTURING:** Warranted that no manufacturing process using Cellulose is carried out in the premises.
11. **METALISING WORKS:** Warranted that metalising operations other than metals is not done in the process.
12. **PAINT FACTORIES:** 1. warranted that other than water based paint manufacturing is not carried out in the premises. 2. Warranted that Nitro- Cellulose based paint manufacturing is not carried out in the premises.
13. **PLASTIC GOODS MANUFACTURING:** warranted that foamed plastics are not manufactured in the premises.
14. **PULVERIZING PLANTS:** Warranted that pulverizing of other than metals is not done in the premises.
15. **ROPE WORKS:** Warranted that rope works using plastics is prohibited in the premises.
16. **TINY SECTOR INDUSTRIES:** Warranted that value at risk shall not exceed Rs. 10 Lakhs towards building, machinery and stocks and other contents belonging to the insured.
17. **GODOWN AND WAREHOUSES**
  - i. Warranted that the presence of Hazardous goods of a higher category does not exceed 5% of the total value.



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- ii. Non Hazardous goods storage – Warranted that goods of category I, II, III, coir waste, Coir Fibre, Caddies are not stored therein.
- iii. Category I goods storage- Warranted that goods of category II and III, Coir Waste, Coir Fibre, Caddies are not stored therein.
- iv. Category II goods storage- Warranted that goods of category III, Coir Waste, Coir Fibre, Caddies are not stored therein.
- v. Category III goods storage- Warranted that Coir Waste, Coir Fibre, Caddies are not stored therein.

### **DESCRIPTION OF GOODS FALLING UNDER CATEGORY I, II AND III**

**CATEGORY I:** \* Solids which are moderately or slightly combustible \* Flammable liquids having flash points above 65<sup>0</sup> C. \* Inert and non-combustible gases \* Highly toxic materials \* Waste of non-hazardous materials. Pyrotechnic materials.

**CATEGORY II:** \* Flammable liquids having flash point above 32<sup>0</sup> C upto 65<sup>0</sup> C. \* Moderate Oxidising Agents and Oxygen. \* Materials which evolve combustible gases in contact with water. \* Waste of Category I materials.

**CATEGORY III:** \* Explosives. \* Materials which are self-ignitable. \* Flammable liquids having flash point upto 32<sup>0</sup> C. \* Strong Oxidizing Agents. \* Combustible gases. \* Waste of Category II & III materials.

### **18. ENGINEERING WORKSHOP**

Warranted that the workshop is not used for activities other than structural steel fabrication, sheet metal fabrication, hot/cold rolling, pipe extruding, stamping, pressing, forging mills, metal melting, foundry, galvanizing works, metal extraction/ore processing (other than aluminum, copper, zinc)

### **19. GRANITE FACTORIES**

Warranted that no inflammable solvents are used in the premises.

### **20. RUBBER GOODS MANUFACTURING**

Warranted that no spreading is carried out in the premises.

## **SECTION II**

### **BURGLARY (BUSINESS PREMISES)**

#### **OPERATIVE CLAUSE**

The Company hereby agrees subject to terms, conditions and exclusions herein contained or



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endorsed or otherwise expressed hereon to indemnify the Insured to the extent of :-

- (a) Any loss of or damage to property covered by this Policy or any part thereof whilst contained in the premises described in the schedule hereto due to Burglary (theft following upon an actual forcible and violent entry of and / or exit from the premises) and Hold-up.
- (b) Damage caused to the premises to be made good by the Insured resulting from burglary or any attempt thereat any time during the period of insurance.

Provided that indemnity shall not exceed the sum insured stated against each item or Total Sum Insured under this Section stated in the Schedule.

## **EXCLUSIONS**

The Company shall not be liable in respect of :

- (i) Gold or Silver articles, watches or jewellery or precious stones or models or coins or curios, sculptures, manuscripts, rare books, plans, medals, moulds, designs, deeds, bonds, bills of exchange, bank, treasury or promissory notes, cheques, money, securities, stamps, collection of stamps, business books or papers, unless specifically insured.
- (ii) Loss or damage where any member of the Insured's household or his employee, staff or any other person lawfully in the premises on behalf of the Insured is concerned in the actual theft or damage to any of the articles or premises or where such loss or damage have been expedited or any way assisted or brought about by any such person or persons.
- (iii) Loss or damage which is recoverable under Fire or Plate Glass Insurance policy, or any other policy.
- (iv) (a) Loss or damage directly or indirectly, proximately or remotely occasioned by, or which arises out of or in connection with Riot and Strike, Civil Commotion, Terrorist activities, Earthquake, Flood, Storm, Volcanic eruption, Typhoon, Hurricane, Tornado, Cyclone or other convulsions of nature or atmospheric disturbances.
- (b) Loss or damage whether direct or indirect arising from war, warlike operations and / or foreign enemy hostilities (whether war be declared or not), civil war, revolution, insurrection, civil commotion, military or usurped power, seizure, capture, confiscation, arrests, restraints and detainment by order of any governments or any other authority.

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.

- (v) (a) Any loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any Consequential Loss and any Legal Liability of whatsoever



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nature directly or indirectly caused by, or contributed to, or arising from ionising radiation or contamination by radioactivity from any source whatsoever.

(b) Any accident, loss, destruction, damage or Legal Liability directly or indirectly caused by or contributed to by or arising from Nuclear weapons material.

(vi) Consequential Loss or Legal Liability of any kind.

(vii) Loss of money and/or other property abstracted from safe following the use of the key to the said safe or any duplicate key thereof belonging to the Insured, unless such key has been obtained by actual or threatened assault or violence.

(viii) This policy shall cease to attach

(a) If the premises shall have been left uninhabited by day and night for seven or more consecutive days and nights.

(b) If any material alteration in the premises be caused or suffered by the Insured or anything be done, whereby the risk is increased.

(c) To any property the interest of the Insured in which has passed from the Insured otherwise than by will or operation of law.

unless in every case, the consent of the Company to the continuance of the Insurance thereafter is obtained and signified in writing on the policy.

## **SPECIAL CONDITIONS**

1. **Reinstatement of Sum Insured : Immediately upon the happening of** any loss or damage as described in the policy, the Total Sum Insured and the Sum Insured on different property which have been lost or damaged, shall be reduced by the amount of loss or damage and such reduced Sums Insured shall be the limit of the Company's liability in respect of any further loss or damage occurring during the current period of Insurance unless the Company agrees to reinstate the Sum Insured by receipt of additional premium before such further loss or damage.

## **2. Maintenance of Books & Keys:**

The Insured shall keep a daily record of the amount of cash contained in the Safe or Strongroom and such record shall be deposited in a secure place other than the Safe or Strongroom and produced as documentary evidence in support of a claim under this policy. The keys of the Safe or Strongroom shall not be left on the premises out of business hours unless the premises are occupied by the Insured or any other authorised employee of the Insured in which case such keys if left on the premises shall be deposited in a secure place not in the vicinity of the Safe or Strongroom.



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### **SECTION III- PUBLIC LIABILITY SECTION**

#### **(FOR INDUSTRIAL AND NON INDUSTRIAL RISKS)**

#### **OPERATIVE CLAUSE:**

Subject to the terms exceptions and conditions contained herein or endorsed heron the Company will indemnity the Insured against their legal liability to pay compensation including claimant's costs, fees and expenses anywhere in India in accordance with Indian Law.

#### **INDEMNITY:**

The Company will indemnify the Insured against their legal liability to pay compensation (including claimant's costs,) anywhere in India in accordance with Indian Law for claims arising out of accident(s) during the Period of Insurance **first made** in writing against the Insured during the Policy Period, resulting in injury and/or Damage but only where such claims arise out of or in connection with the business specified in the Schedule but not against claims arising out of or in connection with.

- (a) Pollution howsoever caused unless specifically covered.
- (b) Any product.

For the purpose of determine the indemnity granted-

- (a) "Injury" means death, bodily injury, illness or disease of or to any person.
- (b) "Damage" means actual and/or physical damage to tangible property.
- (c) "Pollution" means pollution or contamination of the atmosphere or of any water land or other tangible property.
- (d) "Product" means any tangible property after it has left the custody or control of the Insured, which has been designed, specified, formulated, manufactured, constructed, installed, sold supplied, distributed, treated, serviced, altered or repaired by or on behalf of this insured but shall not mean food and beverages supplied by or on behalf of the Insured primarily to the Insured's employees as a staff benefit.
- (e) "Policy period" means the period commencing from the inception date and terminating at midnight on the expiry date as shown in the policy schedule.
- (f) "Period of Insurance" means the period commencing from the retroactive date and terminating on the expiry date as shown in the policy schedule.
- (g) "Accident" means a fortuitous event or circumstances which is a sudden, unexpected and unintentional including resultant continuous, intermittent or repeated exposure arising out of the same fortuitous event or circumstance.

#### **(a) NOTIFICATION EXTENSION CLAUSE:**

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Should the insured notify the Company during the Policy Period in accordance with General condition 9.1 of any specific event or circumstance which the company accepts may give rise to a claim or claims which form the subject of indemnity by this policy, then the acceptance of such notification means that the company will deal with such claim as if they had first been made during the Policy period. The extension under this Clause will be the maximum time limit laid down under the Indian limitation Act in force from time to time.

**(b) EXTENDED CLAIM REPORTING CLAUSE:**

In the event of non-renewal or cancellation of this Policy, either by the Company or by the Insured, the company will allow time limit not exceeding 90 days from the date of expiry or cancellation of the policy, provided no insurance is in force during this extended reporting period, for notification of claims for accidents which had taken place during the period of insurance but could not be made during the policy period, provided, however, all claims made during the extended reporting period shall be handled as if they were made on the last day of the expiring policy period and are subject to the limits of indemnity and the terms, conditions and exceptions of the policy.

**4. INDEMNITY TO OTHERS:**

The indemnity granted extends to:

- 4.1** Officials of the Insured in their business capacity arising out of the performance of their business or in their private capacity arising out of their temporary engagement of the Insured's employees;
- 4.2** The officers, Committees and members of the Insured's canteen, social, sports, medical, firefighting and welfare organisations in their respective capacities as such;
- 4.3** The personal representatives of the estate of any person who would otherwise be indemnified by this policy but only in respect of liability incurred by such person.

**5. CROSS LIABILITIES:**

Each person or party indemnified is separately indemnified in respect of claims made against any of them by any other person or party (other than the named Insured) subject to Company's total liability no exceeding the limits of indemnity stated in the Schedule of the Policy. Provided always that all such persons or parties shall observe, fulfill and be subject to the terms, conditions and exclusions of this policy as though they were the Insured.

**6. DEFENCE COSTS:**

The Company will pay all costs, fees and expenses incurred with their prior consent in the investigation, defence or settlement of any claim made against the Insured and the costs of representation at any inquest, inquiry or other proceeding in respect of matter which have a direct relevance to any claim made or which might be made against the Insured, provided such claim or claims are the subject of indemnity by the policy. Such costs, fees and expenses are

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called "Defence Costs".

## **7. INDEMNITY LIMITS:**

Company's total liability to indemnify the Insured including compensation, Claimant's costs, and defence costs shall not exceed the Indemnity limit stated in the Schedule. Indemnity Limit for any one accident applies to any one claim or series of claims arising from one originating accident. Indemnity Limit for the period of Insurance shall represent the total amount of Company's Liability during the Policy period for all accidents and claims.

### **7.1 CLAIMS SERIES CLAUSE:**

For the purpose of this policy where a series of and/or several bodily injuries and/or property damages are attributable directly or indirectly to the same cause all such bodily injuries and/or property damages shall be added together and all such bodily injuries and/or property damages shall be treated as one claim and such claim shall be deemed to have been made at the point in time when the first of the claims was made in writing. There shall, however, be no coverage for claims made arising from one specific cause which are made later than 3 years after the first claim of the series.

### **7.2 COMPULSORY DEDUCTIBLE:**

The Insured shall bear aofRs. 10,000/ (Rupees Ten Thousand Only) on each and every claim made under the policy. This deductible shall be applicable to both (a) Death bodily injury (b) Property damage, inclusive of defence costs arising out of any one accident. The Company shall be liable to indemnify only in excess of such deductible.

## **8. EXCLUSIONS/EXCEPTIONS:**

This Policy does not cover liability:-

- 8.1** assumed by the Insured by agreement and which would not have attached in the absence of such agreement.
- 8.2** arising out of deliberate, willful or intentional non-compliance of any statutory provision.
- 8.3** arising out of loss of pure financial nature such as loss of goodwill, loss of market etc.
- 8.4** (a) arising out of all personal injuries, such as libel slander, false arrest, wrongful eviction, wrongful detention, defamation, etc., and mental injury, anguish, or shock resulting therefrom.  
  
(b) infringement of plans, copyright, patent, trade name, trademark, registered design.
- 8.5** arising out of fines, penalties, punitive or exemplary damages or any other damaged resulting from the multiplication of compensatory damages.

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**8.6** directly or indirectly occasioned by, happening through or inconsequent of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military of usurped power:

**8.7** directly or indirectly caused by or contributed by:

- (a) ionising radiations or contamination by radioactivity from any nuclear fuel or for many nuclear waste from the combustion of nuclear fuel.
- (b) the radioactive, toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

This policy does not cover liability for claims arising out of

**8.8** the owner-ship, possession of, use by or on behalf of the insured of any motor vehicle or trailer for which compulsory insurance is required by legislation other than the following:

- (a) claims caused by the use or any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer.
- (b) claims arising beyond the limits of any carrier way or thoroughfare caused by the loading or unloading of any motor vehicle/trailer.
- (c) claims for damage to any bridge, weight bridge, road or anything beneath caused by the weight of any motor vehicle or trailer of the load carried therein;
- (d) claims arising out of any motor vehicle or trailer temporarily in the Insured's custody or control for the purpose of parking.

**8.9** Transportation of materials and/or hazardous/dangerous substances outside Insured's premises unless specifically covered.

**8.10** the ownership possession or use by or on behalf of the insured of any aircraft, watercraft or hovercraft.

**8.11** Damage to property owned leased or hired or under hire purchase or on loan to the Insured or otherwise in the insured's care custody or control other then.

- (a) premises (or the contents thereof) temporarily occupied by the insured for work thereon or other property temporarily in the Insured's possession for work there on (but no indemnity is granted for damage to that part of the property on which the insured is working and which arises out of such work).
- (b) Employees' and visitor's clothing and personal effects.
- (c) Premises tenanted by the Insured to the extent that the Insured would be held legally liable in the absence of any specific agreement.

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**8.12** Injury and/or damage occurring prior to the Retroactive Date in the Schedule.

Provided always that in the event of any injury or damage arising from continuous or continual Inhalation, Ingestion or application of any substance following the covered accident and where the Insured and Company cannot agree when the injury or damage occurred, then.

- (a) Injury shall be deemed to have occurred when the claimant first consulted a qualified medical practitioner in respect of such Injury;
- (b) Damage shall be deemed to have occurred when it first became evident to the claimant even if the cause was unknown.

-The deliberate conscious or intentional disregard by the Insured's technical or administrative management of the need to take all reasonable steps to prevent claims.

-Injury to any person under a contract of employment or apprenticeship with the insured when such injury arises out of the execution of such contract.

**a) CONDITIONS:**

**9.1** The Insured shall give written notice to the Company as soon as reasonably practicable of any claims made against the Insured (or any specific event of circumstances that may give rise to a claim, being made against the Insured) and which forms the subject of indemnity under this policy and shall give all such additional information as the Company may require. Every claim, write, summons, or process and all document relating to the event shall be forwarded to the company immediately they are received by the Insured.

**9.2** No admission offer promise or payment shall be made or given by or on behalf of the Insured without the written consent of the Company.

**9.3** The Company will have the right but in, no case the obligation, to take over and conduct in the name of Insured the defence of any claims and will have full discretion in the conduct of any proceedings and in the settlement of any claim and having taken over the defence of any claim may relinquish the same. All amounts expended by the Company in the defence settlement of payment of any claim will reduce the limits of indemnity specified in the schedule of the policy.

In the event of the company, in its sole discretion chooses to exercise its right pursuant to this condition, no action taken by the company in the exercise of such right will serve to modify or expand in any manner, the company's liability or obligation under this policy beyond what the company's liability or obligation would have been had it not exercised its rights under this condition.

**9.4** The Insured shall give all such information and assistance as the company may reasonably require.



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- 9.5** The Insured shall give notice as soon as reasonably practicable of any fact, event or circumstance which materially changes the information supplied to the Company at the time when this policy was effected and Company may amend the terms of this policy according to the materiality of such change.
- 9.6** The Company may at any time pay to the Insured in connection with any claim or series of claims under this policy to which an indemnity limit applies the amount of such Limit (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment being made the Company shall relinquish the conduct and control of and be under no further liability in connection with such claims.
- 9.7** The policy and the schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this policy or the schedule shall bear such specific meaning wherever it may appear. The terms and exclusions of this policy (and any phrase or word contained there in) shall be interpreted in accordance with the Indian Law.
- 9.8** The insured shall keep accurate record of annual turnover, which term shall include all leviable duties and at the time of renewal of Insurance declare such detail as the Company may require. The Company shall at all reasonable times have full access to inspect such record
- 9.9** If at the time of happening of any event resulting into a liability under this policy, there by any other public liability Insurance or Insurance effected by the Insured or by any other person covering the same, liability, then the company shall not be liable to pay or contribute more than its ratable proportion of such liability.
- 9.10** This policy does not cover liability which at the time of happening of any event resulting into such liability, be insured by or would, but for the existence of this policy, be Insured by, any other policy (but not public Liability policy) or policies, except in respect of any excess beyond the amount which could have been payable under such policy/policies, had this Insurance not been effected.
- 9.11** In the event of Liability arising under the policy or the payment of a claim under this policy, the limited indemnity per any one year under the policy shall get reduced to the extent of quantum of liability to be paid or actual payment of such claim. Under no circumstances it shall be permissible to reinstate the aggregate limit of indemnity to the original level even on payment of extra premium.
- 9.12** No claim shall be payable under this policy unless the cause of action arises in India and the liability to pay claim is established against the insured in an Indian Court. It is further agreed and understood that only Indian Law shall be applicable to any such action.

#### **SECTION IV-MONEY INSURANCE**

THE Company hereby agrees subject to the terms, conditions and exclusions herein contained, endorsed or otherwise expressed hereon, to indemnify the Insured against loss of

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Money detailed hereunder whilst in transit by the Insured or Insured's authorised employee(s), occasioned by Robbery, Theft or any other fortuitous cause:-

- i. Money for payment of wages, salaries or for petty cash in direct transit from the bank to the insured's premises from the time the cash is received at the bank by the insured or the authorised employee(s) of the insured until delivery at the premises and whilst there, until paid out provided that after business hours such cash be secured in locked Safe or locked Strongroom on the premises, but in no case beyond a period of 48 hours from the time of arrival of such cash at the said premises. Cheques drawn by the insured to provide for such cash are covered in transit from the premises to the bank.
- ii. Money other than described in (i) in the personal custody of the insured or authorised employee/s whilst in direct transit between the premises and bank or post office.
- iii. Money other than described in (i) and (ii) above belonging to the insured which is collected by and in the personal custody of the insured or the authorised employee/s of the insured, whilst in the premises or bank within a period not exceeding 48 hours from the time of collection.
- iv. Money (other than described above) whilst on the premises during the business hours and whilst secured in locked Safes/or Strongroom on the insured's premises, outside business hours.
- v. Money by burglary robbery or hold up whilst in the insured's premises in a Safe or Strongroom

Provided always that the limit of the Company's liability shall in no case exceed the amount specified in the Schedule against this Section.

### **DEFINITIONS**

Money shall mean Cash, Bank Drafts, Currency Notes, Treasury Notes, Cheques, Postal Order, and Current Postage Stamps.

**Safe:** A strong and fireproof receptacle for containing money, valuable papers or the like which is commercially marketed as a Safe.

### **EXCLUSIONS**

The Company shall not be liable in respect of:

- a) Shortage due to error or omission
- b) Loss of money entrusted to any person other than the Insured or an authorised employee of the Insured.

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- c) Loss of money where the Insured or his employee is involved as principal or accessory. (However, loss due to fraud or dishonesty of the cash carrying employee of the Insured, occurring whilst in transit and discovered within 48 hours is covered.)
- d) Loss occurring on the premises, after business hours, unless the money is in a locked safe or strong room.
- e) Loss occasioned by Riot, Strike and Terrorist Activity.
- f) Money carried under contract of affreightment and theft of money from unattended vehicle.
- g) Loss of money from Safe or strong room following use of the key to the Safe or Strong-room or any duplicate thereof belonging to the insured, unless this has been obtained by threat or by violence.
- h) Loss or damage whether direct or indirect arising from War, War-like operations, Act of Foreign Enemy, Hostilities (whether War be declared or not) Civil War, Rebellion, Insurrection, Civil Commotion, Military or Usurped Power, Seizure, Capture, Confiscation, Arrests, Restraints and Detainment by the order of any Government or any other authority. 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.
- i) Any loss, destruction or damage, to any property whatsoever or any loss or expenses whatsoever, resulting or arising therefrom or any consequential loss, and, any legal liability of whatsoever nature, directly or indirectly caused by or contributed to by or arising from ionising radiation or contamination by radioactivity, from any source whatsoever.
- j) Any loss, destruction, damage or legal liability, directly or indirectly caused by or contributed to by, or arising from Nuclear Weapons material.
- k) Consequential loss or legal liability of any kind.
- l) Loss or damage due to or contributed to by the Insured having caused or suffered anything to be done whereby the risks hereby insured against were unnecessarily increased.

#### **SPECIAL CONDITIONS :**

1. **MAINTENANCE OF BOOKS AND KEYS:** The Insured shall keep a daily record of the amount of cash contained in the Safe or Strong-room and such record shall be deposited in a secure place other than the said Safe or Strong-room and produced as documentary evidence in support of a claim under this policy. The keys of the Safe or Strong-room shall not be left on the premises out of business hours unless the premises are occupied by the insured or any authorised employee of the insured in which case, such keys if left on the premises shall be deposited in a secure place not in the vicinity of the safe or strong-room.

#### **2. Sum Insured**

The Sum Insured for this Section shall be estimated annual turnover of the business of the Insured, not be lesser than the previous years' turnover of money in transit plus 15%.

The Insured has the option of prospectively increasing the sum insured as and when required

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during the currency of the policy.

### 3. Liability of the Insurer:

If at the time of loss, it is found that money in transit during the period of this Policy and prior to the loss has exceeded the Sum Insured for this Section the Company shall not be liable for any such loss. However, this does not apply to cash in the premises during business hours.

**4. RIGHTS OF RECOVERY:** The Company shall be entitled in the name of the Insured to have the absolute conduct and control of all or any proceedings that it considers necessary for the purpose of tracing and recovering money lost or of securing reimbursement in respect of money lost and the Insured shall at the Company's expense furnish all such assistance as may reasonably be required by the Company in connection with such proceedings and in the event of any or all of the money being recovered, it shall be imperative upon the Insured to refund to the Company such a proportion of the sum allowed by way of compensation as the amount recovered bears to the total amount of money lost.

### GENERAL

- a) **NOTICE:** Every notice and communication to the Company required by this policy shall be in writing to the office of the Company through which this insurance is effected.
- b) **DUTY OF DISCLOSURE:** This policy shall be void and all premium paid hereon shall be forfeited to the Company in the event of misrepresentation, mis-description or non-disclosure.
- c) **REASONABLE CARE:** The Insured shall take all reasonable steps to safeguard the property insured against accident, loss or damage.
- d) **CLAIMS PROCEDURE:** Upon the happening of any event giving rise to or likely to give rise to a claim under this policy, coming to the knowledge of the Insured:
  - i. The Insured shall give immediate notice to the Police and to the policy issuing office of the Company and take all practicable steps to discover the guilty person or persons and to recover the cash lost.
  - ii. The Insured shall deliver to the Company, within fourteen days from the date on which the event shall have come to his knowledge, a detailed statement in writing of the loss.
  - iii) The Insured shall furnish all explanations, vouchers, proof of ownership and other evidence to substantiate the claim and the Company may, if it deems necessary, require corroborative evidence of the statements of the Insured or any of the insured's family members or employee/s.
  - iv) **The claim form is available on our website [www.uiic.co.in](http://www.uiic.co.in) and may be downloaded there from or obtained from the policy issuing office.**

**5. CONTRIBUTION:** If at the time of the happening of any loss or damage covered by this policy there shall be subsisting any other insurance of any nature whatsoever covering the

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same property whether effected by the insured or not, the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage.

6. **FRAUD:** If any claim under this policy shall be in any respect fraudulent or if any fraudulent means or devices are used by the Insured or any one acting on the Insured's behalf to obtain any benefit under this policy, all benefits and rights under the policy shall be forfeited.
7. **CANCELLATION:** The company may at any time cancel the Policy on grounds of misrepresentation, fraud, non-disclosure of material fact or non-cooperation by the insured by sending fifteen days notice in writing by Registered A/D to the insured at his last known address in which case the Company shall return to the insured a proportion of the last premium corresponding to the unexpired period of insurance if no claim has been paid under the policy. The insured may at any time cancel this policy and in such event the company shall allow refund of premium at Company's short period rates provided no claim has occurred upto the date of cancellation.
8. **ARBITRATION AND DISCLAIMER:** If any dispute or difference shall arise as to the quantum to be paid under this policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

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

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

It is also hereby expressly agreed and declared that If the Company shall disclaim liability to the Insured for any claim herein under, and such claim shall not, within 12 calendar months from the date of such disclaimer have been made the subject matter of a suit in a court of law, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder

**OBSERVANCE OF TERMS AND CONDITIONS:** The due observance and fulfilment of the terms, conditions and endorsements of this policy in so far as they relate to anything to be done or complied with by the Insured, shall be a condition precedent to any liability of the Company to make any payment under this policy.

**RENEWAL NOTICE:** The Company shall not be bound to issue any renewal notice nor shall be bound to accept the renewal premium thereunder.

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-It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the Insured for any claim hereunder & such claim shall not within the 12 calendar months from the date of such disclaimer have been made the subject matter of suit in a court of law then the claim shall for all purpose be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

-The Company shall not be liable to make any payment under this policy in respect of any claim if such claim shall be in any manner fraudulent or supported by any statement or device whether by Insured or by any person on behalf of the Insured and/or if the insurance has been continued in consequence of any material information by or on behalf of the Insured, and/or if the insurance as been continued in consequence of any material mis-statement or the non disclosure of any material information by or on behalf of the Insured.

**POLICY DISPUTE CLAUSE:**

Any dispute concerning the interpretation of the terms conditions limitations, and/or exclusions, contained herein is understood and agreed to by both the Insured and the company to be subject at Indian Law. Each party agree to submit to the jurisdiction of any Court of competent jurisdiction within India and to 10 comply with all requirements necessary to give such Court the jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court.

**Redressal of grievance :**

In case of any grievance with regard to the services provided in accordance with the terms of the policy or any other aspect the insured may contact the in charge of the policy issuing office or visit our website [www.uiic.co.in](http://www.uiic.co.in) to know about the mechanism for seeking redressal.

List of Ombudsman offices attached

**EMPLOYEE COMPENSATION WORDINGS WILL BE ADDEED IF THIS SECTION IS OPTED FOR BY THE INSURED. COPY OF THE APPROVAL OF IRDA DATED 04 06 2012 COPY ATTACHED**