

Business Guard Sookshma Package Policy

Notwithstanding the cancellation provisions relating to the basic insurance Policy on which this Endorsement is issued, there shall be no refund of Premium allowed for cancellation of the Sabotage and/or Terrorism risk insurance during the period of insurance except where such cancellation is done along with the cancellation of the basic insurance. Where a Policy is cancelled and rewritten mid-term purely for the purpose of coinciding with the accounting year of the Insured, pro-rate refund of the cancelled Policy Premium will be allowed.

If the cancellation is for any other purpose, refund of Premium will only be allowed after charging short term scale rates.

SECTION II - BURGLARY

(APPLICABLE ONLY IF OPTED BY YOU AND SHOWN ON THE SCHEDULE)

We will cover following in regard to the Insured property;

- 1 Loss or damage to the Contents caused by Burglary/Housebreaking or Hold-up;
- 2 Any damage to the Premises described in the Policy Schedule during Burglary/Housebreaking or Hold-up.
- 3 The reasonable cost incurred by Insured for Repair/ Replacement of locks & keys of safes and strong room within the Insured Premises damaged during Burglary/Housebreaking or Hold-up subject to a limit of 5% of admissible claim.
- 4 Repair cost of underground cable, pipes and overhead tanks damaged during Burglary/Housebreaking or Hold-up subject to a limit of 5% of admissible claim.
- 5 Loss or damage to Asset/ equipment (excluding stocks) as defined in the Policy Schedule which the Insured may acquire during the Policy Period subject to Our liability not exceeding 5% of the Sum Insured by items as mentioned in the Policy Schedule. The Insured shall notify the Insurer of each additional insurance as soon as it shall come to their knowledge and shall pay the appropriate additional premium thereon from the date of inception.

DEFINITIONS APPLICABLE TO SECTION II - BURGLARY

1. **Loot** means seizing and carrying away Property by force and violence especially in riots or war.
2. **Pilferage** means the theft of contents in small quantities by a person authorized to stay on the insured premises and deal with the contents.
3. **Ransack** means any loss or damage to the Property while searching through or examining the premises insured in a violent and/or careless way.
4. **Spillage** means and includes the flow, movement, fall or spread of contents over the edge of or outside the container/premises described in the Policy Schedule.

CONDITIONS APPLICABLE TO SECTION II - BURGLARY

1. The Insured shall take all ordinary and reasonable precautions for the safety of the property Insured, and shall make use of all locks, bolts, fastenings and other means of securing any safes, strong-rooms and Premises in which such property is contained.
2. The Insured shall keep books of account, and in relation to any merchandise, stock-in-trade or property of a similar nature, the Insured shall keep a record of all business purchases, sales and deliveries in and out of the Premises.
3. any keys for the premises and or intruder alarm systems or safes and or strong rooms and or any other secured area or device in which insured property is kept are removed from the premises whenever the premises are closed for business or left unattended.
4. 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.
5. Underinsurance provision: If the property hereby Insured shall at the at the commencement of any destruction or damage 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,

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if more than one, of the Policy shall be separately subject to this Condition. In case of Policy on First Loss basis, Total value of the property Insured shall be reckoned for the purpose of calculation of Underinsurance.

6. All sums which may from time to time be paid by way of indemnity under this Policy in any one Period of Insurance, shall be accounted in diminution of the total Sum Insured so that in case of any subsequent event giving rise to a claim occurring during the same period the total amount payable during that period by The Company shall not in any case exceed the Total Sum Insured. In the event of the property lost, destroyed or damaged being replaced by other property, The Company will at the Insured's request extend this insurance by Endorsement to include such property upon payment of the appropriate pro-rata additional Premium.
7. It is warranted that adequate protection to the doors, windows and all other such openings in the premises are properly maintained during the currency of the Policy.
8. Basis of Sum Insured

A. Full Sum Insured basis

- i. For Plant and Machinery, Furniture, Fixture and Fittings and any other Contents: Reinstatement/Replacement Value
- ii. For Stocks:
 - a. For raw material: landed cost at Your Premises.
 - b. For stock in process: input cost of the stock at the time of loss.
 - c. For finished stock: the manufacturing cost of the finished stock
 - d. The Contract Price of goods sold but not delivered and more precisely defined below.

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

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

B. First Loss basis (It will appear in the Policy Schedule, if opted):

It represents a percentage (as opted by You) of the total value of the property as on date of inception of the Policy, determined in the manner stated above. This amount will be treated as Sum Insured under the Policy.

9. Basis of Claim Payment

We will pay You as follows (wherever applicable):

a) For Plant and Machinery, Furniture, Fixture and Fittings and any other Contents

1. Partial Loss:

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.

2. Total Loss:

If any Insured Property is a Total Loss, We will reimburse to You the Reinstatement/Replacement Value of the Insured property. In case of Bullion or unset precious stones, any curios or works of art or obsolete machinery and the like, we will pay the Agreed Value.

b) For Stocks We will pay You as follows:

1. Partial Loss:

If any Insured Stock is a Partial Loss We will pay You to the extent of the loss of such Partial Loss.

2. Total Loss:

1. landed cost at Your Premises for Stock of raw materials,

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- ii. total manufacturing cost for Stock of finished goods,
- iii. the input value of Stock in process at the time 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.

EXCLUSIONS APPLICABLE TO SECTION II - BURGLARY

The Company shall not be liable in respect of:

1. Gold or Silver articles, watches, jewellery, precious stones, medals, coins, curios, sculptures, manuscripts, rare books, plans, specifications, patterns, models, moulds and designs unless specifically mentioned in the Schedule and expressly included in the policy.
2. Deeds, bonds, Bills of exchange, promissory notes, Money or securities for Money, stamps, books of accounts, business books or documents, cheques, share certificates, promissory notes, tickets, stamp collection, coin collections, blue prints, document of title to goods, contracts or other legal documents, or documents of any other kind.
3. Loss or damage by fire or explosion howsoever caused.
4. Loss or damage where Insured, any inmate or member of the Insured's household or of his business staff or any other person lawfully in the Premises is involved in the actual Theft of or damage to any of the articles or Premises or where such loss or damage has been expedited or in any way assisted or brought about by any such person or persons.
5. Loss or damage which either in origin or extent or directly or indirectly proximately or remotely, occasioned by or contributed by earthquake, volcanic eruption, typhoon hurricane, tornado, cyclone, or other convulsion of nature or atmosphere disturbance.
6. Unexplained losses, shortages due to error or omissions, losses discovered when making an inventory or a periodic stock taking or loss resulting from the Insured's voluntarily parting with title or possession of any property or induced to do so by deception.
7. Theft or attempted Theft unless the contents thereof are specifically insured by the Policy.
8. Theft or attempted Theft from yards, gardens, open spaces or out-buildings unless the contents thereof are specifically insured by the Policy.
9. Loss or damage occasioned by loot, ransack, spillage or pilferage.
10. Permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
11. If the Premises shall have been left unoccupied for 30 or more consecutive days and nights.
12. If the Insured shall cause any material alteration in the Premises or does anything whereby the risk is increased such as change or relax any of the safeguards for securing the Premises.
13. To any property Insured, which shall be removed from the Premises unless specifically mentioned in the Schedule and expressly included in the policy.
14. To any property the interest of the Insured which shall pass 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 thereon is obtained and signified by an Endorsement made on the Policy by or on behalf of The Company.
15. The first amount of each and every claim stated in the Schedule as the Excess or Deductible.

ADDITIONAL OPTIONAL COVERS

(It will appear in the Policy Schedule, if opted by You on payment of additional premium):

1. Theft

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