

BANKER'S INDEMNITY - SOOKSHMA UDYAM **PROSPECTUS**

Banks/ Financial Institutions carry a heavy financial risk in their day to day operations. For this purpose, USGIC brings to Banks and Financial Institutions a unique comprehensive policy called "Banker's Indemnity - Sookshma Udyam."

This policy is meant for enterprises where the total value at risk across all insurable asset classes at any one location does not exceed ₹ 5 Crore (Rupees Five Crore) at the policy commencement date.

The cover is targeted at the following category of Banks/Financial Institutions:-

- A Banking company as defined in Section 5 of the Banking Regulations Act, 1949;
- A corresponding new Bank constituted by the Banking Companies (Acquisition and Transfer of Undertaking) Act, 1970.
- The State Bank of India constituted by State Bank of India Act, 1955;
- Associate Bank as defined in Section 2 of the State Bank of India (Subsidiary Banks) Act, 1959;
- Co-operative Banks as defined in Section 56(a) of the Banking Regulation Act 1949;
- Regional Rural Banks established under Section 3(1) of the Regional Rural Banks Act (21 of 1976) and
- Any Bank established under a Land Mortgage Bank Act or Land Development Bank Act of any State.
- Any Other Bank/Financial Institution which has been established and is functioning under the Guidelines of RBI but excluding any NBFC.

SUMMARY OF SCOPE OF THE COVER:

This is a Package policy providing coverage under the following Sections:

Main Section	Sub Section	Description
1	Loss of Money And Securities	
	1(A)	On Premises Optional Covers: (a) Coverage for earthquake, volcanic eruption, subterranean fire or any other convulsions of nature b) Coverage for Flood, Inundation, Hurricane, Typhoon, Storm, Tempest, Tornado, Cyclone, Atmospheric disturbances
	1(B)	In Transit
	1(C)	Forgery or Alteration
	1(D)	Dishonesty
	1(E)	Hypothecated Goods
	1(F)	Registered Postal Sendings
	1(G)	Appraisers
	1(H)	Janta Agents/Chhoti Bachat Yojna Agents/Pygmie collectors
	Optional Cover	Retroactive Period Cover
2	Fire And Allied Perils-Buildings & Contents	

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3	Burglary
4	Plate Glass And Neon/Glow Signs
5	Electronic Equipment Insurance
6	Personal Accident
7	Public Liability

Note:

1. Section 1 & 2 of this package policy is a Mandatory and other sections are Optional.
2. Section related and Policy Add-Ons are as per policy wordings

ADD-ON COVERS

I. Loss of Money and Securities

1. Coverage for earthquake, volcanic eruption, subterranean fire or any other convulsions of nature:
2. Coverage for Flood, Inundation, Hurricane, Typhoon, Storm, Tempest, Tornado, Cyclone, Atmospheric disturbances
3. Retroactive Period Cover Amendment
4. Automated Teller Machines
5. Internet Banking

II. FIRE AND ALLIED PERILS-BUILDINGS & CONTENTS

1. Accidental Damage Cover
2. Loss of Rent and Additional Expenses of Rent for an Alternate Premises- a) For Owners (Loss of Rent) b) For Owners and Tenants (Additional Expenses of Rent for an Alternate Premises)
3. Escalation Clause
4. Involuntary Betterment
5. Additional Removal of Debris Including Foreign Debris
6. Protection and Preservation of Property
7. Cost of Clearing Drains Clause
8. Extra Expense Clause
9. STFI Deletion clause
10. Terrorism Deletion clause
11. Earthquake Deletion clause

III. Burglary

1. Theft
2. Waiver of key
3. Damage And/Or Theft Of Parts Of The Building
4. Cost to cover accidental injury during Burglary/ house breaking (excluding theft)
5. Waiver of Under Insurance
6. Bank Lockers Clause

V. Electronic Equipment Insurance

1. Waiver of Betterment
2. Professional Fee
3. Claims Investigation Cost

VII. Public Liability

1. Sudden And Accidental Pollution
2. Cover For Valuable Documents
3. Automatic Addition And Deletion Of Insured Locations
4. Car Park Facilities Endorsement
5. Care / Custody / Control Extension Clause
6. Employees' Personal Effects
7. Food And Beverage Extension
8. Neon/Advertising Signs
9. Non-Owned/Hired Vehicles Clause
10. Social/Recreational Activities
11. Sprinkler Leakage Clause
12. Tenant's Liability Clause
13. Waiver Of Subrogation Clause
14. Lift Liability

CLAUSES

Section II: FIRE AND ALLIED PERILS-BUILDINGS & CONTENTS

1. Agreed Bank Clause

SECTION III- BURGLARY

1. Agreed Bank clause
2. Waiver of FIR
3. Designation of Property Clause
4. Loss Payee Clause
5. Nominated Adjustor Clause
6. Claims payment "On Account" Clause
7. Additional Insured
8. Non Vitiating Clause

SECTION V: ELECTRONIC EQUIPMENT INSURANCE

1. Agreed Bank Clause
2. Designation of Property Clause
3. Loss Payee Clause
4. Non-Vitiating Clause
5. 72 Hrs clause
6. Public Authority
7. Local Authority

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8. Assets Register

SECTION VII: PUBLIC LIABILITY

1. Clarification Agreement
2. Contracts (Rights Of Third Parties) Act 2001 Exclusion Clause
3. Cyber Risks Exclusions Clause (Nma2915)
4. Duty Of Disclosure
5. Electronic Date Exclusion Clause
6. Terrorism Damage Exclusion Warranty
7. Alterations And Repairs
8. Breach Of Conditions
9. Breach Of Warranties
10. Cross Liability Clause
11. Fire Brigade Water Damage Extension
12. Loss Notification Clause
13. Misdescription Clause
14. Agreed Bank Clause
15. Cover for Acts of God

SECTION SPECIFIC EXCLUSIONS:

Section 1: LOSS OF MONEY AND SECURITIES

1. Any loss occasioned by or through or in consequence whether directly or indirectly of any of the following occurrences:
 - a) Earthquake, Volcanic Eruption, Subterranean Fire or any other convulsions of nature.
 - b) Flood, Inundation, Hurricane, Typhoon, Storm, Tempest Tornado, Cyclone or Atmospheric Disturbances (not applicable to mobile office);
 - c) War, Invasion, Act of foreign enemy, Hostilities or War-like operations (whether War be declared or not), Civil war
 - d) Mutiny, Military or popular rising, insurrection, rebellion, revolution, military or usurped power, martial law or stage of siege or any of the events or causes which determine the proclamation or maintenance of martial law or stage of siege.

Any loss happening during the existence of abnormal conditions (whether physical or otherwise) which are occasioned by or through, or in consequence directly or indirectly, of any of said occurrence shall be deemed to be loss which is not covered by this except to the extent that You shall prove that such loss happened independently of the existence of such abnormal conditions.

2. Loss from resulting wholly or partially from the negligent act or omission of Your Employee except as covered under Item (b) for What We Cover -In Transit.
3. Loss resulting wholly or partially from the wrongful act or default of any of Your Directors or Partners other than the salaried one.
4. Loss of Money and/or Securities and/or personal property confided to Your care, normal value and description of which have not been ascertained by You before loss.
5. Loss resulting directly or indirectly from trading actual or fictitious whether in Your name or otherwise and whether or not within Your knowledge and not withstanding any act or omission on the part of any Employee in connection therewith whether acting within the scope of authority or with any account recording the same.

6. A) Loss, destruction of or damage to any property whatsoever or any loss or expenses whatsoever resulting or arising therefrom or of any consequential loss.
B) Any legal liability of whatsoever nature, directly or indirectly caused by or contributed to, by or arising from ionizing radiation or contamination by radio activity from any source whatsoever of from nuclear weapons materials.
7. Losses attributable directly or indirectly to a manipulation or faulty computer or other EDP system and/or any fraudulent use of the computer or other EDP system by Your Employee or outsider, irrespective of whether the computer or EDP system belongs to You or it is shared by You with the others on Service contract basis or otherwise.
8. Losses due to any acts or omissions committed by the concerned Employee(s) after the discovery of a loss in which the said Employee was involved.

Section 2: FIRE AND ALLIED PERILS-BUILDINGS & CONTENTS

We do not cover loss or damage, or destruction caused to the Insured Property by

1. Fire Damage caused by
 - a) insured property undergoing any heating or drying process, or
 - b) burning of Insured Property by order of any Public Authority.
2. Damage caused by 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. Caused by
 - a) normal cracking, settlement or bedding down of new structures,
 - b) the settlement or movement of made up ground,
4. Impact damage of any kind caused by
 - a) pressure waves caused by aircraft or other aerial or space devices travelling at sonic or supersonic speeds.
 - b) caused by vehicle, animal or aircraft belonging to or owned by Insured or their employee while acting in the course of employment.
5. Riot, Strikes, Malicious Damages 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) temporary or permanent dispossession, confiscation, commandeering, requisition or destruction by order of the government or any lawful authority, or
 - c) temporary or permanent dispossession of any Building by unlawful occupation by any person.
6. Exclusions as per Terrorism Clause.
 - a) Repairs or alterations in the Building in which Your Business is located,
 - b) Repairs, removal or extension of any sprinkler installation, or
 - c) Defects in the construction known to You
7. Theft if it is
 - 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
 - b) securely mounted.

Section 3: BURGLARY

1. Loss or damage from any yard, garden outbuilding (including sheds or garages not attached to the building) or any other property outside the confines of the premises unless specified in the Schedule
2. Valuables and cash in safe
3. Loss or damage of motor vehicles, trailers unless shown in the schedule

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4. Loss or damage in which you, your employees or any other person lawfully on or about your premises is or is alleged to be in any way concerned or implicated
5. Loss or damage resulting from an act of Riot, Strike, Malicious Damage.
6. Terrorism
7. Damage to glass and sign boards
8. Live-stock
9. Loss or damage to contents or stock when the premises are left unoccupied for more than 30 consecutive days unless the same has been reported to us in writing and our written approval obtained.
10. Contents from the safe following the use of a key to gain access to the safe, or any duplicate thereof belonging to you unless such key has been obtained by aggressive or violent means.
11. Any consequential loss or legal liability

Section 4: PLATE GLASS AND NEON SIGNS/GLOW SIGNS

1. Breakage or damage during removal, alteration and repairs carried out at Your premises
2. Scratching other than the fracture extending through the entire thickness of Plate Glass
3. Damage or breakage to Plate Glass or Neon Signs, Glow Signs which are not securely fixed.
4. Any loss or damage caused willfully by You or Your Employees, or any loss or damage in which You or any person acting on Your behalf is or is alleged to be involved or implicated.
5. Any loss or damage for which the manufactures or supplier is responsible.
6. Any costs incurred in connection with the elimination of electrical /mechanical breakdown/ failures unless such failures were caused by an indemnifiable event
7. Loss or damage caused by sun, rain, hail or climatic or atmospheric conditions, depreciation, wear & tear deterioration.
8. Fusing or burning out of bulbs and/or tubes howsoever caused by Loss or damage from any yard, garden outbuilding (including sheds or garages not attached to the building) or any other property outside the confines of the premises unless specified in the Schedule

Section 5: ELECTRONIC EQUIPMENT INSURANCE

1. The Company will not indemnify the Insured in respect of loss, damage or liability directly caused by or arising out of or aggravated by -
 - a) Cessation of work whether total or partial.
 - b) Cost Incurred/time involved in the movement of machinery and/or any other property and/or personnel outside the territorial limits of India other than the cost of delivery of replacements for machinery lost or damaged.
 - c) Derangement of the Insured property not accompanied by damage otherwise covered by this Section.
 - d) Loss of or damage to the property covered under this Section falling under the terms of the Maintenance Agreement.
 - e) Loss destruction or damage directly occasioned by pressure wave caused by aircraft and other aerial devices traveling at Sonic or Supersonic speeds.

Section 6: PERSONAL ACCIDENT

1. Compensation under more than one of the benefits mentioned in Table of Benefits in respect of same Period of disablement.
2. Any other payment after a claim under one of the benefits 1,2 and 3 in Table of benefits has been admitted and becomes payable.

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3. Any payment in case of more than one claim under this Section during any one Period of Insurance by which Our liability in that Period would exceed CSI
4. Payment of compensation in respect of death or injury as a consequence of, or resulting in
 - natural Death
 - committing or attempting suicide, intentional self-injury.
 - whilst under influence of intoxicating liquor.
 - drug addiction or alcoholism.
 - whilst engaged in any adventurous sports and/or hazardous activities.
 - committing any breach of law with criminal intent.
 - Pregnancy, including child birth, miscarriage, abortion or complication arising there from.
 - participation in any naval, military or air force operations.
 - venereal or sexually transmitted diseases.
 - HIV and or related illness
 - curative treatments or interventions
 - War, Civil War, invasion, act of foreign enemies, revolution, insurrection, mutiny, military or usurped power, seizure, capture, arrest, restraint, or detainment, confiscation, or nationalisation or requisition by or under the order of any government or public authority.
 - Consequential loss of any kind and/or any legal liability
 - War, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, mutiny military or usurped power, confiscation, seizure, capture, assault, restraint, nationalisation, civil commotion or loot or pillage in connection therewith.
 - Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exclusion, combustion shall include any self-sustaining process of nuclear fission.
 - The radioactive, toxic, explosive or the hazardous properties of any nuclear assembly or nuclear component.

Section 7: PUBLIC LIABILITY

This Policy does not cover liability:

- Any liability arising out of a contractual obligation.
- Any Liability arising out of wilful or intentional non-compliance of any statutory regulations.
- Any bodily injury of any person under a contract of employment with you, your contractors or sub-contractors arising out of and in the course of employment
- Consequential loss of any kind
- Any Liability arising out of Libel, slander, false arrest, wrongful eviction, wrongful detention, defamation including mental injury, shock resulting there from.
- Liability arising out of Vehicles covered under Indian Motor Vehicle Act.
- Damage to property belonging to third parties that is rented, leased or under hire –purchase agreement or on loan to you
- Damage to property belonging to third party handled by you by way of your trade or worked upon by or in your care, custody or control.
- Pollution of any kind
- Any Liability under the Public Liability Insurance Act which attaches liability on a no fault basis
- Product Liability

- Any claim directly or indirectly connected to earthquake, typhoon, cyclone, flood or other convulsions of nature or atmospheric disturbances.
- 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.
- Liability arising out of loss of pure financial nature such as loss of goodwill, loss of market etc.
- Liability arising out of infringement of plans, copyright, patent, trade name, trade mark, registered design.
- Liability arising out of the ownership, possession or use by or on behalf of You of any aircraft, watercraft or hovercraft.

GENERAL EXCLUSIONS

1) Radioactive Contamination:

Any loss, damage or legal liability directly or indirectly caused by:

(a) Ionizing radiation or radioactive contamination from nuclear fuel or nuclear waste arising from burning nuclear fuel; or

(b) The radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment.

2) War Risks:

Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributing cause or event. War, invasion, act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power.

3) Sonic bangs:

Any loss, damage or legal liability directly or indirectly caused by pressure waves caused by aircraft and other flying objects traveling at or above the speed of sound.

4) Pollution and/or Contamination:

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

- Pollution or contamination which itself results from a peril hereby insured against
- Any peril hereby insured against which itself results from pollution or contamination

5) Gradually occurring losses

Loss or damage by wear and tear, depreciation, insects, vermins, moth, fungus, corrosion, rust, atmospheric or climatic conditions ingress of water, gradually operating cause, process or cleaning, dyeing, repair, alteration or restoration.

6) Wilful Act

Loss or damage caused by or arising out of a wilful act by You or any person acting on Your behalf including circumstance, fact or matter You are or ought to be reasonably aware prior to the commencement of this contract.

7) Accidental External means

Loss or damage caused by arising out of accidental external means except as specifically covered under respective Sections.

8) Consequential Losses

Loss by delay, loss of market, loss of goodwill and / or any other consequential or indirect loss or damage not covered under Section I.

9) Public Authority Exclusion Clause

- Loss, destruction or damage caused to the property insured, by burning or by order of any Public Authority
- Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction, by order of the Government or any lawfully constituted Authority.

10) Liability

- Liability more specifically insured elsewhere.
- Liability arising out of Asbestosis or any matter related to or arising out of the sale, manufacture, production, distribution or the like of asbestos.

11) Terrorism Damage Exclusion Warranty:

Notwithstanding any provision to the contrary within this Policy it is agreed that this Policy excludes 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.

For the purpose of this endorsement 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 government(s), 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 expenses 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 any 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 endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Claims Procedure

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In case of any Occurrence that may give rise to a claim under your policy, you must:

- a) inform us of this as soon as you can and in any event within 30 days of becoming aware of any such loss or damage. We may, at our sole discretion, condone the delay in notification of claim on merits based on the reason for delay furnished by You to Us in writing.
- b) provide such written documents and information as we may require and, if asked, include verification of particulars on oath; and
- c) take all steps within your power to minimise the extent of loss, damage or liability.
- d) preserve any property affected and make it available for us or our representatives; and
- e) inform the Police if the loss or damage has been caused by any act purporting to be an offence under the applicable laws; and forward to us every letter, writ, summons and process in relation to your claim as soon as you receive it; and
- f) advise us in writing as soon as you receive notice of any prosecution or inquest that involves you and is relevant to your claim and provide any assistance that we may reasonably require.

B) Documentation

The documents normally required to be submitted in the event of a claim are :

- 1) Detailed version about the incident/ loss experienced/caused/ property damage including all available information on victims as well as estimated quantum of liability.
- 2) Steps taken by the insured to mitigate the loss.
- 3) Any evidence in support of claim/ Details of other insurance
- 4) Internal Investigation report for the alleged fraud
- 5) FIR / Final Report of police/ Press Reports etc
- 6) Seizure report/recoveries made/Chargesheet filed in court/etc
- 7) All notices / summons/court decree/order/verdict from the court, if any

The above requirement is indicative and the exact requirement of the documentation will be defined by the deputed service provider/ surveyor as per the merits of the claim

Grievance

If You have any grievance about any matter relating to the policy, or Our decision on any matter, or Our decision about Your claim, You can pursue Your grievance with

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:

Grievance cell,

Universal Sampo General Insurance Co. Ltd, Unit No. 601 & 602, 6th Floor, Reliable Tech Park, Cloud City Campus; Gut no 31, Mouje Elthan, Thane Belapur Road, Airoli, Navi Mumbai – 400708

If you have a grievance that you wish us to redress, you may contact us with the details of your grievance through:

- Emails – grievance@universalsompo.com

- Designated Grievance Officer in each branch.
 - Company Website – www.universalsompo.com
2. The Consumer Affairs Department of IRDAI—You can register Your grievance on IRDAI’s Integrated Grievance Management System (IGMS),
 3. The Insurance Ombudsman, depending on the nature of grievance and the financial implication, if any, or
 4. The Consumer Protection Forum or the Court.
 5. You can find more details about Insurance Ombudsmen at www.irdai.gov.in.

Contact Details:

- **Website:** www.universalsompo.com
- **Toll free:** 1 - 800 - 224030 (For MTNL/BSNL Users) or 1 - 800 – 2004030
- **E-mail:** contactus@universalsompo.com
- **Courier:** Universal Sampo General Insurance Co. Ltd, Unit No- 601 & 602 A Wing, 6th Floor, Reliable Tech Park, Cloud City Campus; Thane- Belapur Road, Airoli- 400708

INSURANCE ACT 1938 SECTION 41- Prohibition of Rebates

No person shall allow or offer to allow either directly or indirectly, as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectus or tables of the insurer.

ANY PERSON MAKING DEFAULT IN COMPLYING WITH THE PROVISIONS OF THIS SECTION SHALL BE PUNISHABLE WITH FINE WHICH MAY EXTEND TO TEN LAKHS RUPEES.

Disclaimer: In the event of any question relating to interpretation of the insurance coverage, the policy document will prevail.