

## **CONSEQUENTIAL LOSS - FIRE INSURANCE POLICY**

### **POLICY WORDINGS**

#### **1. PREAMBLE**

In consideration of the Insured named in the Schedule hereto having paid to The **UNIVERSAL SOMPO GENERAL INSURANCE COMPANY LTD** (hereinafter called the COMPANY), the premium mentioned in this Schedule, the Company agrees (subject to Special Conditions and Exclusions contained herein or endorsed or otherwise expressed hereon and also to the Conditions and Exclusions contained in the Fire Policy covering the interest of the Insured in the property at the premises) that if any building or other property or any part thereof used by the Insured at the premises for the purpose of the Business, be destroyed or damaged by the perils covered under the FIRE POLICY, (Destruction or damage so caused being hereafter termed Damage), and the Business carried on by the Insured at the Premises be in consequence thereof interrupted or interfered with, then the company will pay to the insured in respect of each item in the Schedule hereto the amount of loss resulting from such interruption or interference in accordance with the Provisions contained therein:

#### **PROVIDED THAT:**

- 1) Such Damage is caused at any time after payment of the premium during the period of Insurance named in the Schedule or 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.
- 2) At the time of the happening of the Damage there shall be in force a FIRE POLICY covering the interest of the Insured in the property at the premises against such Damage and that payment shall have been made or liability admitted there under. However, the Proviso shall not apply where payments is not made under FIRE POLICY, solely due to operation of a proviso in FIRE POLICY excluding liability for losses below a specified amount.
- 3) The liability of the Company shall in no case exceed in respect of each item the sum expressed in the said Schedule to be insured thereon or in the whole the total sum insured hereby or such other sum or sums as may hereafter be substituted there for by memorandum duly signed by or on behalf of the Company.

#### **2. CONDITIONS**

1. The insurance by this Policy shall cease if:

- a) the business be wound up or carried on by a Liquidator or Receiver or Permanently discontinued

or

- b) the Insured's interest ceases otherwise than by death
- or
- c) any alteration be made either in the business or in the premises or property therein where by the risk of Damage is increased, at any time after the commencement of this insurance, unless its continuance be admitted by memorandum signed by or on behalf of the Company.
2. Notice shall be given to the company of alteration in existing blocks, addition of new blocks and or premises and / or deletion of existing blocks and / or premises during the currency of the Policy to enable the company to determine whether the basis rate of the policy undergoes a change as a result of such inclusions/ exclusions and to effect necessary adjustments in the premium under this policy.
3. On the happening of any Damage in consequence of which a claim is or may be made under this policy, the insured shall:
- a) Forthwith give notice thereof to the Company
  - b) With due diligence do and concur in doing and permit to be done all things which may be reasonably practicable to minimize or check any interruption of or interference with the business or to avoid or diminish the loss.
  - c) Not later than thirty days after the expiry of the period of Indemnity or within such further time as the Company may in writing allow, at his own expense deliver to the company in writing a statement setting forth particulars of his claim together with details of all other Insurances (if any) covering the damage or any part of it or consequential loss of any kind resulting there from.
  - d) At his own expense produce or procure and give to the Company such books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs, information, explanation and other evidence as may reasonably be required by or on behalf of the Company for the purpose of investigating or verifying the claim 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 and in the event of non- compliance therewith in any respect, any payment on account of the claim already made shall be repaid to the Company forthwith.

4. In no case whatsoever shall the Company be liable in respect of any claim under this Policy after the expiration of :
- a) One year from the end of the period of indemnity or if later.

- b) Three months from the date on which payment shall have made or liability admitted by the Insurers covering the Damage giving rise to the said claim, unless the claim is the subject of pending action or Arbitration.
5. This Policy and the Schedule annexed (which forms an integral part of this Policy) shall be read together as one contract, and words and expressions to which specific meanings have been attached in any part of this Policy or of the Schedule shall bear such specific meanings wherever they may appear.
6. This insurance does not cover any loss resulting from damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely:-
- a) War, Invasion, act of foreign enemy, hostilities or Warlike Operations (whether war be declared or not), Civil War.
  - b) Mutiny, Civil Commotion assuming the proportion of or amounting to a popular-rising, military rising, insurrection, rebellion, revolution, military or usurped power.
  - c) In any action suit or other proceeding where the company alleges that by reason of the provision of this condition 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.
7. 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 loss, exercises his option not to reinstate the Sum Insured as above.

8. The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

### 3. SCOPE:

The CL (Fire) Insurance Policy would be applicable for all risks covered under Standard Fire and Special Perils Policy (hereinafter called Fire Policy) of AIFT.

#### 1. Policy to Constitute Contract of Indemnity:

Every Policy shall constitute a contract of indemnity only.

#### 2. Standard Policy:

No Consequential Loss (Fire) Insurance Policy may be issued except under the standard terms and conditions or at rates lower than the rates provided in this Tariff without the specific approval of the Tariff Advisory Committee.

#### 3. Policies for Fixed Percentages:

It is not permissible to issue a policy undertaking to pay a percentage of the fire loss or a fixed sum or percentage regardless of actual loss.

#### 4. The Perils:

Issue of the Policy on a basis other than the provided for in this Tariff is not permitted e.g. issue of a policy covering standing charges only by altering the policy and specification wordings is not allowed.

All perils under the Standard Fire and Special Perils Policy must necessarily be covered under Consequential Loss (Fire) Policy.

The Consequential Loss (Fire) Policy may also be extended to cover the Add-On Perils insured by the fire Material Damage Policy at an additional premium which must be shown separately on the policy.

Whenever Consequential Loss Policies do not cover all the perils listed in the material damage cover, the following specific exclusion must be attached to the face of the Policy:

“Notwithstanding what is stated in the preamble of this policy the term damage used in the preamble excludes loss or damage caused by \* (\* here will be introduced names of perils under MD policy which are not covered under LOP Policy).

N.B. It is not permissible to grant cover under the Consequential Insurance Loss (Fire) Policy for explosion and collapse of steam boilers.

## **5. Depreciation of Stock:**

### **Bad Debts:**

It is not permissible to grant Consequential Loss Insurance cover in respect of –

- a) Depreciation of Stock
- b) Bad debts.

## **6. Payment of premiums by instalments:**

Payment of premiums by instalments is not permissible.

## **7. Fess in connection with claims:**

Except for Auditor"s fees (see Regulation 10) it is not permissible to give any undertaking to pay the fees of any person employed by an insured .in connection with the preparation or verification of a claim.

## **8. Indemnity Period:**

It is not permissible to issue a policy with an Indemnity Period commencing at a date later than the date of the damage except for a business which is silent, in which case the commencing date of Indemnity may be made to coincide with the date on which the business would have started.

It is also not permissible to alter the indemnity period during the currency of the Policy.

## **9. Material Damage Proviso:**

Every insurance must contain a provision that at the time of the happening of the damage there shall be in force an insurance covering the interest of the insured in the property at the premises against such damage and that payment shall have been made or liability admitted therefor under such insurance. However, this Provision shall not apply where payment is not made under Fire Policy except due to operation of a proviso in Fire Policy excluding liability of losses below a specified amount.

The proviso shall also not apply to property on which the Insured have no direct insurable interest and which they cannot be reasonably expected to insure.

## **10. Return of Premium:**

i) The full premium for the selected sum insured based on estimated Gross Profits shall be chargeable under all Consequential Loss (Fire) Policies in advance.

ii) Where it is desired to provide for the Return of premium for the actual Gross Profits being lower than the selected sum insured, the following clause should be used:

"If the insured declares at the latest twelve months after the expiry of any period of Insurance, that the Gross Profits earned (or a proportionately increased multiple thereof where the maximum Indemnity Period exceeds 12 months) during the accounting period of 12 months most nearly concurrent with any period of

insurance, as certified by the Insured's Auditors, was less than the Sum Insured thereon, a pro-rata return of premium not exceeding 50% of the premium paid on such Sum Insured for such period of insurance shall be made in respect of the difference. Where however the declaration is not received by the Company within twelve months after the expiry of the period of insurance no refund shall be admissible.

If any damage has occurred giving rise to claim under this Policy, such return shall be made in respect only of said difference as is not due to such damage."

iii. Similar Clause in respect of "Wages" cover under Rules 3(a) and (b) of Section II should be used by substituting the words "Actual Wages Paid" for the words "Gross Profit Earned" in the third line of the above Clause.

iv. In exceptional circumstances, Head Office of TAC may permit, on specific applications from the Insurers, Return of Premium upto a maximum of 75 percent under the above Clause, on the merits of each case.

**Note:** The above Rules/Clause shall uniformly apply to all factories/industries.

**N.B.** No reduction will be allowed in the Sum Insured during the currency of the Policy except as provided for under this Clause.

#### 4. GRIEVANCES

If You have a grievance about any matter relating to the Policy, or Our decision on any matter, or the claim, You can address Your grievance as follows:

##### **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**

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

**Website:** [www.universalsompo.com](http://www.universalsompo.com)

**Toll free:** 1 - 800 - 224030 (For MTNL/BSNL Users) or 1 - 800 – 2004030

**E-mail:** [contactus@universalsompo.com](mailto:contactus@universalsompo.com)

**Courier:** Universal Sompo General Insurance Co. Ltd, Unit No- 601 & 602 A Wing, 6th Floor, Reliable Tech Park, Cloud City Campus; Thane- Belapur Road, Airoli- 400708

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

If Insured person is not satisfied with the redressal of grievance through one of the above methods, insured person may contact the grievance officer at [grievance@universalsompo.com](mailto:grievance@universalsompo.com)

For updated details of grievance officer, kindly refer the link [www.universalsompo.com](http://www.universalsompo.com)

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

#### 1. Consumer Affairs Department of IRDAI

- a.) In case it is not resolved within 15 days or if You are unhappy with the resolution You can approach the Grievance Redressal Cell of the Consumer Affairs Department of IRDAI by calling Toll Free Number **155255 (or) 1800 4254 732** or sending an e-mail to [complaints@irdai.gov.in](mailto:complaints@irdai.gov.in). You can also make use of IRDAI's online portal - Integrated Grievance Management System (IGMS) by registering Your complaint at [igms.irda.gov.in](http://igms.irda.gov.in).
- b.) You can send a letter to IRDAI with Your complaint on a Complaint Registration Form available [by clicking here](#). You must fill and send the Complaint Registration Form along with any documents by post or courier to General Manager, Insurance Regulatory and Development Authority of India (IRDAI), Consumer Affairs Department - Grievance Redressal Cell, Sy.No.115/1, Financial District, Nanakramguda, Gachibowli, Hyderabad- 500032.
- c.) You can visit the portal <http://www.policyholder.gov.in> for more details.

## 2. Insurance Ombudsman

You can approach the Insurance Ombudsman depending on the nature of grievance and financial implication, if any. Information about Insurance Ombudsmen, their jurisdiction and powers is available on the website of the Insurance Regulatory and Development Authority of India (IRDAI) at [www.irdai.gov.in](http://www.irdai.gov.in), or of the General Insurance Council at [www.generalinsurancecouncil.org.in](http://www.generalinsurancecouncil.org.in), the Consumer Education Website of the IRDAI at <http://www.policyholder.gov.in>, or from any of Our Offices.

**IRDAI Integrated Grievance Management System – <https://igms.irda.gov.in/>**

**The contact details of the Insurance Ombudsman offices are as below-**

Office Details	Jurisdiction of Office Union Territory, District)
<p><b>AHMEDABAD - Shri Kuldip Singh</b> Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 <a href="mailto:bimalokpal.ahmedabad@cioins.co.in">Email: bimalokpal.ahmedabad@cioins.co.in</a></p>	<p>Gujarat, Dadra &amp; Nagar Haveli, Daman and Diu.</p>
<p><b>BENGALURU -</b> Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 <a href="mailto:bimalokpal.bengaluru@cioins.co.in">Email: bimalokpal.bengaluru@cioins.co.in</a></p>	<p>Karnataka.</p>
<p><b>BHOPAL -</b> Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 <a href="mailto:bimalokpal.bhopal@cioins.co.in">Email: bimalokpal.bhopal@cioins.co.in</a></p>	<p>Madhya Pradesh Chattisgarh.</p>

**BHUBANESHWAR - Shri Suresh Chandra Panda**

Office of the Insurance Ombudsman,  
62, Forest park,  
Bhubneshwar – 751 009.

Tel.: 0674 - 2596461 /2596455

Fax: 0674 - 2596429

[Email: bimalokpal.bhubaneswar@cioins.co.in](mailto:bimalokpal.bhubaneswar@cioins.co.in)

Orissa.

**CHANDIGARH -**

Office of the Insurance Ombudsman,

S.C.O. No. 101, 102 & 103, 2nd Floor,

Batra Building, Sector 17 – D,

Chandigarh – 160 017.

Tel.: 0172 - 2706196 / 2706468

Fax: 0172 - 2708274

[Email: bimalokpal.chandigarh@cioins.co.in](mailto:bimalokpal.chandigarh@cioins.co.in)

Punjab,  
Haryana(excluding  
Gurugram, Faridabad,  
Sonapat and Bahadurgarh)  
Himachal Pradesh, Union  
Territories of Jammu &  
Kashmir,  
Ladakh & Chandigarh.

**CHENNAI -**

Office of the Insurance Ombudsman,  
Fatima Akhtar Court, 4th Floor, 453,  
Anna Salai, Teynampet,

CHENNAI – 600 018.

Tel.: 044 - 24333668 / 24335284

Fax: 044 - 24333664

[Email: bimalokpal.chennai@cioins.co.in](mailto:bimalokpal.chennai@cioins.co.in)

Tamil Nadu,  
Tamil Nadu  
PuducherryTown and  
Karaikal (which are part of  
Puducherry).

**DELHI - Shri Sudhir Krishna**

Office of the Insurance Ombudsman,  
2/2 A, Universal Insurance Building,  
Asaf Ali Road,  
New Delhi – 110 002.

Tel.: 011 - 23232481/23213504

Email: bimalokpal.delhi@cioins.co.in

Delhi &  
  
Following Districts of  
Haryana - Gurugram,  
Faridabad, Sonapat &  
Bahadurgarh.

**GUWAHATI -**

Office of the Insurance Ombudsman,  
Jeevan Nivesh, 5th Floor,  
Nr. Panbazar over bridge, S.S. Road,  
Guwahati – 781001(ASSAM).

Tel.: 0361 - 2632204 / 2602205

[Email: bimalokpal.guwahati@cioins.co.in](mailto:bimalokpal.guwahati@cioins.co.in)

Assam,  
Meghalaya,  
Manipur,  
Mizoram,  
Arunachal Pradesh,  
Nagaland and Tripura.

**HYDERABAD -**

Office of the Insurance Ombudsman,  
6-2-46, 1st floor, "Moin Court",  
Lane Opp. Saleem Function Palace,

Andhra Pradesh,  
Telangana,  
Yanam and  
part of Union Territory of  
Puducherry.



<p>A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 Fax: 040 - 23376599 <a href="mailto:bimalokpal.hyderabad@ciains.co.in">Email: bimalokpal.hyderabad@ciains.co.in</a></p>	
<p><b>JAIPUR -</b> Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 <a href="mailto:bimalokpal.jaipur@ciains.co.in">Email: bimalokpal.jaipur@ciains.co.in</a></p>	<p>Rajasthan.</p>
<p><b>ERNAKULAM - Ms. Poonam Bodra</b> Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg.,  Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 <a href="mailto:bimalokpal.ernakulam@ciains.co.in">Email: bimalokpal.ernakulam@ciains.co.in</a></p>	<p>Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.</p>
<p><b>KOLKATA - Shri P. K. Rath</b> Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor,  4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 <a href="mailto:bimalokpal.kolkata@ciains.co.in">Email: bimalokpal.kolkata@ciains.co.in</a></p>	<p>West Bengal, Sikkim, Andaman &amp; Nicobar Islands.</p>
<p><b>LUCKNOW -Shri Justice Anil Kumar Srivastava</b></p>	<p>Districts of Uttar Pradesh :</p>

Office of the Insurance Ombudsman,  
6th Floor, Jeevan Bhawan, Phase-II,  
Nawal Kishore Road, Hazratganj,  
Lucknow - 226 001.  
Tel.: 0522 - 2231330 / 2231331  
Fax: 0522 - 2231310  
Email: bimalokpal.lucknow@cioins.co.in

Lalitpur, Jhansi, Mahoba,  
Hamirpur, Banda,  
Chitrakoot, Allahabad,  
Mirzapur, Sonbhadra,  
Fatehpur, Pratapgarh,  
Jaunpur, Varanasi, Gazipur,  
Jalaun, Kanpur, Lucknow,  
Unnao, Sitapur, Lakhimpur,  
Bahraich, Barabanki,  
Raebareli, Sravasti, Gonda,  
Faizabad, Amethi,  
Kaushambi, Balrampur,  
Basti, Ambedkarnagar,  
Sultanpur, Maharajgang,  
Santkabirnagar, Azamgarh,  
Kushinagar, Gorkhpur,  
Deoria, Mau, Ghazipur,  
Chandauli, Ballia,  
Sidharathnagar.

**MUMBAI -**

Office of the Insurance Ombudsman,  
  
3rd Floor, Jeevan Seva Annexe,

S. V. Road, Santacruz (W),  
Mumbai - 400 054.

Tel.:  
69038821 / 23/24/25/26/27/28/28/29/30/31  
Fax: 022 - 26106052

Email: [bimalokpal.mumbai@cioins.co.in](mailto:bimalokpal.mumbai@cioins.co.in)

Goa,  
Mumbai Metropolitan  
Region  
excluding Navi Mumbai &  
Thane.

**NOIDA - Shri Chandra Shekhar Prasad**

Office of the Insurance Ombudsman,  
Bhagwan Sahai Palace  
4th Floor, Main Road,  
Naya Bans, Sector 15,  
Distt: Gautam Buddh Nagar,  
U.P.-201301.

Tel.: 0120-2514252 / 2514253  
Email: bimalokpal.noida@cioins.co.in

State of Uttaranchal and  
the following Districts of  
Uttar Pradesh:

Agra, Aligarh, Bagpat,  
Bareilly, Bijnor, Budaun,  
Bulandshehar, Etah, Kanooj,  
Mainpuri, Mathura, Meerut,  
Moradabad,  
Muzaffarnagar, Oraiyya,  
Pilibhit, Etawah,  
Farrukhabad, Firozbad,  
Gautambodhanagar,  
Ghaziabad, Hardoi,  
Shahjahanpur, Hapur,  
Shamli, Rampur, Kashganj,  
Sambhal, Amroha, Hathras,  
Kanshiramnagar,  
Saharanpur.

<p><b>PATNA - Shri N. K. Singh</b> Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 <a href="mailto:bimalokpal.patna@cioins.co.in">Email: bimalokpal.patna@cioins.co.in</a></p>	<p>Bihar, Jharkhand.</p>
<p><b>PUNE - Shri Vinay Sah</b> Office of the Insurance Ombudsman,  Jeevan Darshan Bldg., 3rd Floor,  C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 <a href="mailto:bimalokpal.pune@cioins.co.in">Email: bimalokpal.pune@cioins.co.in</a></p>	<p>Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.</p>