

**Policy Schedule**

**CHOLA MS BHARAT SOOKSHMA UDYAM SURAKSHA POLICY  
[UIN:IRDAN123RP0016V02202021]**

Policy No.	2162/00763513/000/00
GST Invoice No.:2162396255891 GSTIN: 27AABCC6633K1Z1 PAN: AABCC6633K SAC Code: 997137	CHOLAMANDALAM MS GENERAL INSURANCE COMPANY Ltd. ADDRESS: AURANGABAD BRANCH OFFICE Shop No- 4, Plot No- 33, Rokdiya Hanuman Colony, Opp. LMS Jeweller Jalna road, Aurangabad - 431005 KRANTI CHOWK S.O CITY: AURANGABAD STATE: MAHARASHTRA SAC Description: Other property insurance services
<b>1. INSURANCE DETAILS</b>	
Insured Name : NANDVIJAY COTTON PVT LTD	Policy issue date: 05/03/2022
Communication Address: SR NO 4 2 B AT SONURLI,VAN TAH KORPANA KORPANA B.O CHANDRAPUR MAHARASHTRA PIN - 442916 GST No.: 27AAGCN1271P1Z1	Period of Insurance: From 00:01 on 05/03/2022 To 23:59 on 04/04/2022
Email.:	Phone No.
PAN No.:-	Aadhar No.:-
Financier Interest	Nil

<b>2. CO-INSURANCE DETAILS</b>				
Name	Location	Share	Sum Insured (in Rs.)	Premium (in Rs.)
The New India Assurance Company Ltd.	bandra kurla complex.	51	2,04,00,000.00	8,200.80
Cholamandalam MS General Insurance Company Ltd.	Chennai	49	1,96,00,000.00	7,879.20
Intermediary Name/Code/Contact No.	JAINUINE INSURANCE BROKERS PRIVATE LIMITED/200149210153/8149178773		Payment Amt	
Receipt No	Nil	Client Code	1004918132360001	Payment Date
				Nil

<b>3.DETAILS OF SUM INSURED &amp; PREMIUM</b>		
	Sum Insured (Rs)	Premium (Rs)
Sum Insured & Premium excl. Terrorism	1,96,00,000.00	7,203.00
Terrorism	1,96,00,000.00	676.20
CGST (9%)		0.00
SGST (9%)		0.00
IGST (18%)		0.00
Kerala Cess (1%)		0.00
Total	1,96,00,000.00	7,879.00

<b>4.CONDITIONS</b>
NIL

<b>5.WARRANTIES</b>
NIL

<b>6.CLAUSES</b>
<ol style="list-style-type: none"> <li>Cyber Loss Limited Exclusion</li> <li>Terrorism Damage Coverage Endorsement</li> <li>SANCTIONS LIMITATION AND EXCLUSION CLAUSE</li> <li>Agreed Bank Clauses</li> <li>Co-insurance clause</li> <li>Clauses, warranties, financiers, add-on covers and all other terms &amp; conditions as per leader policy</li> <li>Leader Policy No:16050011218000001090</li> <li>COMMUNICABLE DISEASE EXCLUSION</li> </ol>

<b>7.BASIS OF DECLARATION/VALUATION</b>

**8.DETAILS OF PROPERTY INSURED & LOCATION OF RISK COVERED**

SI. No. : 1

Location Address: NANDVIJAY COTTON PVT LTD, SR NO. 4/2/B , AT SONURLI ( VAN), TAH KORPANA,,VANSADI S.O,CHANDRAPUR,MAHARASHTRA,PIN-442916

Age of Building : 5-10 years

No of Floors: Ground Floor

Construction Type : Pucca

Occupancy : Cotton Gin and Press Houses

DESCRIPTION	Sum Insured (in Rs.)
Description details as per leader policy	4,00,00,000.00
Total Sum Insured(Rs)	4,00,00,000.00
Inbuilt Addon cover	Sum Insured (in Rs.)
Specific Contents Coverage	
Money	50000
Deeds, manuscripts and business books, plans, drawings, securities etc-	50000
Computer programmes, information limited to cost of material and clerical labour	500000
Personal effects of employees, Directors and visitors upto `15,000 (Rupees Fifteen Thousand) per person for a maximum of 20 persons during the policy period.	300000
Additions, Alterations, Extensions	Upto 15% of SI of that item(except stocks)
Temporary Removal of Stocks	Upto 10% of Stock SI
Start up Expenses	Upto Rs.1 lac
Professional Fees - towards architect, surveyor, consulting engineer fees	Upto 5% of Claim amount
Clearance and removal of Debris clause	Upto 2% of Claim amount
Costs compelled by Municipal Regulations	Upto Policy sum insured
Waiver of Underinsurance	Upto 15%
Stocks on Floater basis	No

**Excess:**

Location Details	Sum Insured	Excess Type	Excess
NANDVIJAY COTTON PVT LTD, SR NO. 4/2/B , AT SONURLI ( VAN), TAH KORPANA,,VANSADI S.O,CHANDRAPUR,MAHARASHTRA,442916	40000000	Normal	Rs.5,000/- for each and every claim
NANDVIJAY COTTON PVT LTD, SR NO. 4/2/B , AT SONURLI ( VAN), TAH KORPANA,,VANSADI S.O,CHANDRAPUR,MAHARASHTRA,442916	40000000	Terrorism	5% of the claim amount for each and every claim subject to Minimum of INR 100000 and Maximum of INR 2500000

Note: The Certificate of Insurance / Policy Schedule is an important document issued based on your declaration. We request you to verify the details and ensure that everything is in order. In case of any discrepancies, please contact us within 15 days from the date of issuance of policy.

Place : CHENNAI

For Cholamandalam MS General Insurance Company Ltd.

Authorised Signatory

Date : 13/09/2022

Regd.&Head Office:Dare House, 2nd Floor, No.2, N.S.C Bose Road, Chennai-600 001, India  
CIN: U66030TN2001PLC047977 | IRDAI Reg. No. 123

**CLAUSES WORDINGS**

## 1. Agreed Bank Clauses

All policies in which a Bank/Financial Institution has interest shall be issued in the name of Bank/Financial Institution and owner or mortgagor and shall contain a suitable clause to protect their interest. A specimen copy of the Clause is given hereunder. It is hereby declared and agreed: - i. That upon any monies becoming payable under this policy the same shall be paid by the Company to the Bank and such part of any monies so paid as may relate to

the interests of other parties insured hereunder shall be received by the Bank as Agents for such other parties.ii.That the receipts of the Bank shall be complete discharge of the Company therefore and shall be binding on all the parties insured hereunder.N.B: The Bank shall mean the first named Financial Institution/ Bank named in the policy.iii.That if and whenever any notice shall be required to be given or other communication shall be required to be made by the Company to the insured or any of them in any manner arising under or in connection with this policy such notice or other communication shall be deemed to have been sufficiently given or made if given or made to the Bank.iv.That any adjustment, settlement, compromise or reference to arbitration in connection with any dispute between the Company and the insured or any of them arising under or in connection with this policy if made by the Bank shall be valid and binding on all parties insured hereunder but not so as to impair rights of the Bank to recover the full amount of any claim it may have on other parties insured hereunder.v.That this insurance so far only as it relates to the interest of the Bank therein shall not cease to attach to any of the insured property by reason of operation of condition 3 of the Policy except where a breach of the condition has been committed by the Bank or its duly authorised agents or servants and this insurance shall not be invalidated by any act or omission on the part of any other party insured hereunder whereby the risk is increased or by anything being done to or upon any building hereby insured or any building in which the goods insured under the policy are stored without the knowledge of the Bank provided always that the Bank shall notify the Company of any change of ownership or alterations or increase of hazards not permitted by this insurance as soon as the same shall come to its knowledge and shall on demand pay to the Company necessary additional premium from the time when such increase of risks first took place and vi. It is further agreed that whenever the Company shall pay the Bank any sum in respect of loss or damage under this policy and shall claim that as to the Mortgagee or owner no liability therefore existed, the Company shall become legally subrogated to all the rights of the Bank to the extent of such payments but not so as to impair the right of the Bank to recover the full amount of any claim it may have on such Mortgagee or Owner or any other party or parties insured hereunder or from any securities or funds available. N.B: In cases where the name of any Central Government or State Government owned and / or sponsored Industrial Financing or Rehabilitation Financing Corporations and /or Unit Trust of India or General Insurance Corporation of India and/or its subsidiaries or LIC of India/ any Financial Institution is included in the title of the Fire Policy as mortgagees, the above Agreed Bank Clause may be incorporated in the Policy substituting the name of such institution in place of the word "Bank" in the said clause.

## 2. Forming part of Policy No:

### Sabotage and Terrorism Damage Cover Endorsement (Material Damage only)

#### INSURING CLAUSE

Subject otherwise to the terms, exclusions, provisions and conditions contained in the Policy and in consideration of the payment by the Insured to the Company of additional premium as stated in the Original Policy Schedule, it is hereby agreed and declared that notwithstanding anything stated in the "Terrorism Risk Exclusion" of this Policy to the contrary, this Policy is extended to cover physical loss or physical damage occurring during the period of this Policy caused by an act of sabotage and/or terrorism to the location/s mentioned in the schedule subject to the exclusions, limits and excess described hereinafter.

For the purpose of this cover, an act of terrorism means an act or series of acts, 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), or unlawful associations, recognized under Unlawful Activities (Prevention) Act, 1967 (as amended from time to time) or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

For the purpose of this cover, an act of sabotage means a subversive act or series of such acts committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

This cover also includes loss, damage, cost or expense directly caused by, resulting from or in connection with any action taken in suppressing, controlling, preventing or minimizing the consequences of an act of sabotage and/or terrorism by the duly empowered government or Military Authority.

Provided that if the Insured is eligible for indemnity under any government compensation plan or other similar scheme in respect of the damage described above, this Policy shall be excess of any recovery due from such plan or scheme.

For the purpose of the aforesaid inclusion clause, "Military Authority" shall mean armed forces, paramilitary forces, police or any other authority constituted by the government for maintaining law and order.

#### LOSSES EXCLUDED

This cover shall not indemnify loss of or damage to property caused by any or all of the following:-

1. loss by seizure or legal or illegal occupation;
2. loss or damage caused by:
  - (i) voluntary abandonment or vacation,
  - (ii) confiscation, commandeering, nationalisation, requisition, detention, embargo, quarantine, or any result of any order of public or government authority which deprives the Insured of the use or value of its property;
3. loss or damage arising from acts of contraband or illegal transportation or illegal trade;
4. loss or damage directly or indirectly arising from or in consequence of the seepage and or discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment;
5. loss or damage arising directly or indirectly from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind;
6. loss or damage arising directly or indirectly from or in consequence of asbestos emission, release, discharge, dispersal or escape or asbestos exposure of any kind;
7. any fine, levy, duty, interest or penalty or cost or compensation/damages and/or other assessment which is incurred by the Insured or which is imposed by any court, government agency, public or civil authority or any other person;
8. loss or damage by electronic means including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon. This exclusion shall not operate to exclude losses (which would otherwise be covered under this Policy) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile;
9. loss or damage caused by vandals or other persons acting maliciously or by way of protest or strikes, labour unrest or riots;
10. loss or increased cost occasioned by any public or government or local or civil authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any property insured hereunder;
11. any consequential loss or damage, loss of use, delay or loss of markets, loss of income, depreciation, reduction in functionality, or increased cost of working;
12. loss or damage caused by factors including but not limited to cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service;
13. loss or increased cost as a result of threat or hoax;
14. loss or damage caused by or arising out of burglary, house - breaking, looting, 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 action taken in respect of an act of sabotage and/or terrorism;
15. loss or damage caused by mysterious disappearance or unexplained loss;
16. loss or damage directly or indirectly caused by mould, mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health;
17. total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind;
18. Any loss due to fines or damages for breach of contract, or penalties of whatever nature;
19. Any infidelity, fraudulent, dishonest or criminal act by any director, officer or trustee of the Insured whether acting alone or in collusion with others;
20. Any debt, insolvency or commercial failure, whether to provide bond or security or otherwise, or any other financial cause of any party or person whatsoever.
21. loss or damage caused by Civil Commotion, Insurrection, Revolution or Rebellion, Mutiny and/or Coup d'Etat and Civil War except as may be insured specifically under any Political Violence Extension to this cover;
22. Third party liability howsoever arising except as may be insured specifically under any Third-Party Liability Extension to this cover.

#### LIMIT OF INDEMNITY

The limit of indemnity under this cover shall not exceed the Total Sum Insured given in the Policy Schedule or INR 20,000,000,000 per compound/location whichever is lower.

In respect of sabotage and/or terrorism cover for dwellings, limit of indemnity shall not exceed Total Sum Insured as mentioned in the Policy Schedule or INR 4,000,000,000 per compound/location whichever is lower.

In respect of several locations being covered under a single policy on a floater basis, the maximum aggregate loss suffered from all the locations mentioned in the Policy schedule shall not exceed Total Sum Insured as mentioned in the Policy Schedule or INR 20,000,000,000/- whichever is lower.

In respect of several insurance policies within the same compound/location with one or different insurers, the maximum aggregate loss payable per compound/location by any one or all insurers, shall be INR 20,000,000,000. If the actual aggregate loss suffered at one compound/location is more than INR 20,000,000,000, the amounts payable towards individual policies shall be reduced in proportion to the sum insured of the policies.

EXCESS\*

Shops & Residential Risks: 1% of the claim amount for each and every claim subject to Minimum of INR 10,000 and Maximum of INR 500,000

Non-Industrial Risks: 1% of the claim amount for each and every claim subject to Minimum of INR 25,000 and Maximum of INR 1,000,000

Industrial Risks: 5% of the claim amount for each and every claim subject to Minimum of INR 100,000 and Maximum of INR 25,00,000

\*Whichever is applicable

#### ADD ON COVERS

It is further declared and agreed that the limit of indemnity including the claim on add on cover(s) shall not exceed total sum insured plus separate sublimit opted for add on cover(s) or INR 20,000,000,000 whichever is lower. In respect of several insurance policies within the same compound/location, the maximum aggregate loss payable per compound/location by any one or all insurers shall be INR 20,000,000,000.

In respect of sabotage and/or terrorism cover for long term dwellings, limit of indemnity including the claim on add on cover(s) shall not exceed total sum insured plus separate sublimit opted for add on cover(s) or INR 4,000,000,000/- whichever is lower. In respect of several insurance policies within the same compound/location, the maximum aggregate loss payable per compound/location by any one or all insurers shall be INR 4,000,000,000/-

#### MID TERM COVER

In case the coverage under this endorsement is granted during the currency of the policy, no claims will be payable for loss or damage to property caused by an act of sabotage and/or terrorism occurring during the first 15 (fifteen) days from the date of granting such cover. There should be no known or recorded/reported losses from ground up including threats/hoaxes from date of inception of policy to the date of granting such cover.

#### SANCTION, LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

#### CANCELLATION CLAUSE

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.

Note: The definitions, terms and conditions of main Policy save as modified or endorsed herein shall apply.

#### 3.SANCTIONS LIMITATION AND EXCLUSION CLAUSE

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provisions of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America

#### 4.COMMUNICABLE DISEASE EXCLUSION

1. Notwithstanding any provision to the contrary within this policy, this insurance excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

2.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

2.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

2.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

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#### 5.Cyber Loss Limited Exclusion

1. Notwithstanding any provision to the contrary within this policy or any endorsement thereto, this policy excludes all loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:

1.1. any loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a Computer System, unless subject to the provisions of paragraph 2;

1.2. any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data.

2. Subject to the other terms, conditions and exclusions contained in the policy, this insurance agreement will cover physical damage to property insured under the original policies and any Time Element Loss directly resulting therefrom where such physical damage is directly occasioned by any of the following perils:

fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow

Definitions

3. Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

4. Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

5. Time Element Loss means business interruption, contingent business interruption or any other consequential losses.

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