

To,
MARKSANS PHARMA LIMITED,
PLOT NO L-82 L-83, VERNA INDUSTRIAL ESTATE, VERNA,
Salcete, South Goa,
Goa - 403722,
India.
Contact details: +91-08326721900

Date: 29/11/2022 URN NO:SBI000006FI0000289092223

Subject: Policy Number: 000000025463431-01

Dear Customer,

Welcome to SBI General. Thank you for choosing SBI General's "Standard Fire & Special Perils Insurance" policy. We are delighted to have you as our esteemed customer. With this, we enclose the following documents pertaining to your policy:

- Policy Schedule
- Policy clauses & wordings
- Premium Receipt
- · Grievance redressal letter

We have taken care that the documents reflect details of risk and cover as proposed by you. We request you to verify and confirm that the documents are in order. Please ensure safety of these documents as they form part of our contract with you. For all your future correspondence you may have with us, kindly quote your Customer ID and Policy No.

Your Customer ID : 0000000047181405 Your Policy No. : 0000000025463431-01

The Postal Address of your SBI General Branch that will service you in future is:

SBI General Insurance Company Limited
PEOPLES EDUCATION SOCIETY, GROUND FLOOR,
PRIN N M KALE MARG GOKHALE ROAD,
DADAR,
Mumbai-400028.

In case of any queries or suggestions, please do not hesitate to get in touch with us. You can contact us at <a href="mailto:customer.care@sbigeneral.in">customer.care@sbigeneral.in</a> or call our Customer Care Number 1800-22-1111 (MTNL/BSNL user) and 1800-102-1111 (for other users)

We look forward to a continuing and mutually beneficial relationship.

Yours sincerely,

**Authorized Signatory** 



# SBI General Insurance Company Limited

Registered and Corporate office: 9th Floor, A&B Wing, Fulcrum Building, Sahar Road, Andheri East, Mumbai – 400099



### SURAKSHA AUR BHAROSA DONO

Attached to and forming part of the Schedule to the Policy No: 000000025463431-01

# STANDARD FIRE & SPECIAL PERILS POLICY (MATERIAL DAMAGE)

### **SCHEDULE**

Policy No: 0000000025463431-01	Servicing Branch Office : SBI General Insurance Company	Issue Date: 14/11/2022
	Limited, PEOPLES EDUCATION SOCIETY, GROUND FLOOR, PRIN	
	N M KALE MARG GOKHALE ROAD, DADAR, Mumbai-400028.	

# **Intermediary Details:**

Intermediary Name	Harmony Insuranace Brokers Pvt Ltd		
Intermediary Code	0004760		
Intermediary Contact	Mobile No: 022-25006250		
Details			

### Insured Details:

Insured	MARKSANS PHARMA LIMITED	
Mailing Address	PLOT NO L-82 L-83, VERNA INDUSTRIAL ESTATE, VERNA,	
	Salcete,	
	Goa - 403722, India.	
	Contact Details: +91-08326721900	
Period of Insurance	From: 14/11/2022 (00:00 Hrs) To: 13/11/2023 Midnight	
Name and Address of the Financial	As Per Annexure 'B' attached herewith	
Institution		
Coinsurance Details	As Per Annexure 'C' attached herewith	
Location and Cover Details	As per Annexure 'A' attached herewith	
Total Sum Insured	Rs. 2,910,000,000.00	
Type of cover	Standard Fire and Special Perils (Material Damage)-Normal	

# **Summary Particulars of Property Insured:**

Detailed listing of properties insured at each location/premise is given in Annexure 'A' attached hereto and forming part of this schedule

Excess (not applicable to policies covering dwellings):-

The following first amounts as applicable of each and every loss shall be borne by the Insured:

### **Compulsory Deductible:**

5% of claim amount subject to a minimum of Rs.10,000/-
5% of claim amount subject to a minimum of Rs.25,000/-
5% of claim amount subject to a minimum of Rs.5,00,000/-
5% of claim amount subject to a minimum of Rs.25,00,000/-
5% of claim amount subject to a minimum of Rs.50,00,000/-
5% of claim amount subject to Minimum of Rs.1.25 crores

### STANDARD FIRE & SPECIAL PERILS POLICY (MATERIAL DAMAGE)

Additional Conditions: Subject to the following additional Conditions and attached Clauses / Endorsements / Warranties:

#### Clauses Applicable :

- I. Sanction Limitation And Exclusion Clause
- 2. Designation of Property Clause
- 3. Agreed Bank Clause
- 4. Co-insurance Clause
- 5. Earthquake (Fire and Shock)
- 6. Removal of Debris (upto 1% claim amount)
- 7. Architecture and Surveyor Fee (Upto 3% of Claim Amount) Clause
- 8. Reinstatement Value Clause
- 9. Local Authority Clause
- 10. Architects, Surveyors and Consulting Engineers Fees Clause( upto 5% claim amount)
- 11. Removal of Debris Clause (up to 2% of claim amount)

### Special Conditions:

- 1. For Storage Occupancy Warranted that goods listed in Category II, III, Coir waste, Coir fibre and Caddies are not stored therein. (Materials stored in Godowns & Silos)
- 2. Warranted that the electrical installation is maintained periodically and devoid of any loose wiring and improper sockets & connections.
- 3. Local Authority clause
- 4. Reinstatement value clause (Excl Stock & Stock in process)
- 5. Warranted that stocks should be stored in closed premises. Stocks stored in open premises are excluded.
- 6. Expenses for Loss Minimization up to INR 5 crores in aggregate
- 7. Omission To Insure 5% of TSI exlcuding stocks
- 8. Spoilage Material Damage Cover Machinery & Stocks- up to INR 5 Crs in aggregate
- 9. Impact Damage-up to INR 5 crores in aggregate
- 10. Claim Preparation Clause Covered upto INR 5 crs in aggregate
- 11. Involuntary Betterment- up to INR 5 Crs in aggregate
- $12. \quad \text{Leakage \& Contamination cover Where the tanks are within the Insured's own premises- up to 5 Crs in aggregate} \\$
- 13. Architects, Surveyors And Consulting Engineers Fees 5% of Sum Insured for that particular location subject to a maximum of 5 Crs in aggregate across all locations
- 14. Additional Customs Duty up to 5 Crs in aggregate
- 15. Cost of Re-Writing Records up to INR 5 crores in aggregate
- 16. Terrorism Damage Exclusion Clause
- 17. Contract Works INR 5 Crs in aggregate
- 18. Control of Damaged Property INR 5 crs in aggregate
- 19. 72 Hours Clause Covered for AOG perils
- 20. Warranted that fire protection systems are installed and operational throughout the policy period
- ${\bf 21.}\quad {\bf Expediting\ Costs\ up\ to\ INR\ 5\ crores\ in\ aggregate}$
- 22. Immediate Repairs up to INR 5 crores in aggregate
- 23. Escalation Clause 5% Of Sum Insured excluding stocks
- 24. Deliberate Damage- up to INR 5 Crs in aggregate
- 25. Removal of Debris clause INR 5 crores in aggregate
- 26. Temporary Removal of Stocks within India upto INR 5 crores in aggregate
- 27. Fire Fighting expenses up to INR 5 Crs in aggregate

# Warranties Applicable :

- Excluding properties of clients / customers/ guests/ employees.
- 2. Terrorism Damage Exclusion Warranty



### STANDARD FIRE & SPECIAL PERILS POLICY (MATERIAL DAMAGE)

### **Premium Computation**

Particulars	Amount (Rs.)
Gross Premium	3,993,300.00
Add Terrorism Premium	0.00
Total Premium	3,993,300.00
Taxes as applicable	718,794.00
Add Higher Education Cess : 0.00%/ Kerala Flood Cess @1%	0.00
Final Premium	4,712,094.00

Collection Details: Receipt No.: Receipt Date: 29/11/2022

P.S. If premium paid through cheque, the policy is void abinitio in case of dishonour of cheque.

Signed at: Mumbai Date: 14/11/2022	For SBI General Insurance Company Limited
	Ambins.
	Authorized Signatory

Consolidated Stamp Duty of Rs.0.50 paid towards Insurance Policy Stamps vide Order No. LOA/CSD/475/2022/(Validity Period Dt. 28/09/2022 to. Dt.22/09/2023)/4222 Date: 28/09/2022 Dated 2022-09-29 12:07:03.0 of General Stamp Office, Mumbai

### Important Note:

Please examine this Policy including its attached Schedules/ Annexure if any. In the event of any discrepancy please contact the office of the Company immediately, it being noted that this Policy shall be otherwise considered as being entirely in order. Please refer the Claims Settlement & Grievance Redressal procedure document attached herein for ready references.

Please refer the Claims Settlement & Grievance Redressal procedure document attached herein for ready reference

### Annexure 'A'- Location wise Details.

Insured	MARKSANS PHARMA LIMITED			
Risk Details	Sr.No	Risk Location Address	Risk Occupancy	
,		Varama Sir India Logistics & Infrastructure Pvt Lt , Near Upas Nagar OPP BP petrol pump, Mormugao, Goa-403726.	Others / Storage of Category I hazardous Goods subject to warranty that goods listed in Category II, III, Coir waste, Coir fibre and Caddies are not stored therein. (Materials stored in Godowns & Silos)	
Risk Details	Sr.No	Risk Location Address	Risk Occupancy	
	2.	Gala No.48,5&6 Arihant Commercial Complex,Bldg no.36, Nr Kopar Bus stop, Thane, Maharashtra-421302. Contact Details: +91-08326721900	Others / Storage of Category I hazardous Goods subject to warranty that goods listed in Category II, III, Coir waste, Coir fibre and Caddies are not stored therein. (Materials stored in Godowns & Silos)	
Risk Details	Sr.No	Risk Location Address	Risk Occupancy	



### SURAKSHA AUR BHAROSA DONO

Attached to and forming part of the Schedule to the Policy No: 0000000025463431-01

# STANDARD FIRE & SPECIAL PERILS POLICY (MATERIAL DAMAGE)

	9.	GODOWN NO. LZ	Category I hazardous Goods
Risk Details	<b>Sr.No</b> 9.	Risk Location Address GODOWN NO. E2	Risk Occupancy Others / Storage of
Pick Dotails	C+ No	Dick Location Address	,
		Contact Details: +91-08326721900	therein. (Materials stored in Godowns & Silos)
		Goa-403726.	Caddies are not stored
		Mormugao,	Coir waste, Coir fibre and
		, Near Upas Nagar OPP BP petrol pump,	goods listed in Category II, III,
		Varama Sir India Logistics & Infrastructure Pvt Lt	Category I hazardous Goods subject to warranty that
	8.	GODOWN NO. D	Others / Storage of
Risk Details	Sr.No	Risk Location Address	Risk Occupancy
			,
		Contact Details: +91-08326721900	Godowns & Silos)
		Goa-403726.	Caddies are not stored therein. (Materials stored in
		Mormugao,	Coir waste, Coir fibre and
		Near Upas Nagar OPP BP petrol pump,	goods listed in Category II, III,
		,	subject to warranty that
	7.	GODOWN NO. Q Varama Sir India Logistics & Infrastructure Pvt Lt	Category I hazardous Goods
VISY DETAILS			Risk Occupancy Others / Storage of
Risk Details	Sr.No	Contact Details: +91-08326721900  Risk Location Address	Pick Occupancy
		Goa-403722.	
		Salcete,	products
		Verna,	Pharmaceuticals, Toiletry
	р.	Verna Industrial Estate,	Manufacturing(others),
secuno	6.	Plot No.L-82/83	Others / Chemical
Risk Details	Sr.No	Risk Location Address	Risk Occupancy
			Godowns & Silos)
		Contact Details: +91-08326721900	therein. (Materials stored in
		Goa-403726.	Caddies are not stored
		Near Upas Nagar OPP BP petrol pump, Mormugao,	goods listed in Category II, III, Coir waste, Coir fibre and
		<u>'</u>	subject to warranty that
	] .	Varama Sir India Logistics & Infrastructure Pvt Lt	Category I hazardous Goods
	5.	GODOWN NO. P	Others / Storage of
Risk Details	Sr.No	Risk Location Address	Risk Occupancy
			Godowns & Silos)
			therein. (Materials stored in
		Contact Details: +91-08326721900	Caddies are not stored
		Goa-403722.	Coir waste, Coir fibre and
		Verna Industrial Estate, Salcete,	subject to warranty that goods listed in Category II, III,
		Verna Industrial Estate	Category I hazardous Goods
	4.	Plot no. N-69	Others / Storage of
Risk Details	Sr.No	Risk Location Address	Risk Occupancy
			,
		55	Godowns & Silos)
		G0a-403726. Contact Details: +91-08326721900	therein. (Materials stored in
		Mormugao, Goa-403726.	Coir waste, Coir fibre and Caddies are not stored
		Near Upas Nagar OPP BP petrol pump,	goods listed in Category II, III,
		,	subject to warranty that
		Varama Sir India Logistics & Infrastructure Pvt Lt	Category I hazardous Goods

# **SBI General Insurance Company Limited**

Registered and Corporate office: 9<sup>th</sup> Floor, A&B Wing, Fulcrum Building, Sahar Road, Andheri East, Mumbai – 400099
UIN No: IRDAN144CP0028V04201819



# STANDARD FIRE & SPECIAL PERILS POLICY (MATERIAL DAMAGE)

		Varama Sir India Logistics & Infrastructure Pvt Lt , Near Upas Nagar OPP BP petrol pump, Mormugao, Goa-403726. Contact Details: +91-08326721900	subject to warranty that goods listed in Category II, III, Coir waste, Coir fibre and Caddies are not stored therein. (Materials stored in Godowns & Silos)
Risk Details	Sr.No	Risk Location Address	Risk Occupancy
	10.	GODOWN NO. H & I Varama Sir India Logistics & Infrastructure Pvt L, Near Upas Nagar OPP BP petrol pump, Mormugao, Goa-403726. Contact Details: +91-08326721900	Others / Storage of Category I hazardous Goods subject to warranty that goods listed in Category II, III, Coir waste, Coir fibre and Caddies are not stored therein. (Materials stored in Godowns & Silos)

Sr.No	Location of Risk	Occupancy		Sum Insured (Rs.)
1.	GODOWN NO. O,	Others / Storage of	Stocks	50,000,000.00
	Varama Sir India Logistics &	Category I hazardous		
	Infrastructure Pvt Lt,	Goods subject to	Total	50,000,000.00
	Near Upas Nagar OPP BP petrol	warranty that goods		
	pump,	listed in Category II, III,		
	Mormugao,	Coir waste, Coir fibre		
	Goa-403726.	and Caddies are not		
	Contact Details: +91-08326721900	stored therein.		
		(Materials stored in		
		Godowns & Silos)		

### Add-On Covers Applicable:

	,	
Sr.No	Add-On Cover Description	Add-On Cover Sum Insured (Rs.)
1.	Earthquake (Fire and Shock)	50,000,000.00
2.	RSMD	50,000,000.00
3	STFL	50,000,000,00

Sr.No	Location of Risk	Occupancy		Sum Insured (Rs.)
2.	Gala No.48,5&6,	Others / Storage of	Stocks	10,000,000.00
	Arihant Commercial Complex, Bldg	Category I hazardous		
	no.36,	Goods subject to	Total	10,000,000.00
	Nr Kopar Bus stop,	warranty that goods		
	Thane,	listed in Category II, III,		
	Maharashtra-421302.	Coir waste, Coir fibre		
	Contact Details: +91-08326721900	and Caddies are not		
		stored therein.		
		(Materials stored in		
		Godowns & Silos)		

# Add-On Covers Applicable:

Sr.No	Add-On Cover Description	Add-On Cover Sum Insured (Rs.)
1.	Earthquake (Fire and Shock)	10,000,000.00
2.	RSMD	10,000,000.00
3.	STFI	10.000.000.00

Sr.No	Location of Risk	Occupancy		Sum Insured (Rs.)
3.	GODOWN NO. G,	Others / Storage of	Stocks	70,000,000.00
	Varama Sir India Logistics &	Category I hazardous		
	Infrastructure Pvt Lt,	Goods subject to	Total	70,000,000.00
	Near Upas Nagar OPP BP petrol	warranty that goods		
	pump,	listed in Category II, III,		
	Mormugao,	Coir waste, Coir fibre		
	Goa-403726. SBI	Gene faid distrance Compan	y Limited	
Regi	sterentanto eta ibarta da arrica de la companya de	& StWing thereiom Building,	Sahar Road, Andheri East, I	Mumbai – 400099
	UIN I	(Materials stored in No: IRDAN144CP0028V0420: Godowns & Silos)	1819	



# STANDARD FIRE & SPECIAL PERILS POLICY (MATERIAL DAMAGE)

# Add-On Covers Applicable:

Sr.No	Add-On Cover Description	Add-On Cover Sum Insured (Rs.)
1.	Earthquake (Fire and Shock)	70,000,000.00
2.	STFI	70,000,000.00
3.	RSMD	70,000,000.00

Sr.No	Location of Risk	Occupancy		Sum Insured (Rs.)
4.	Plot no. N-69,	Others / Storage of	Stocks	50,000,000.00
	Vrushal enterprises,	Category I hazardous		
	Verna Industrial Estate,	Goods subject to	Total	50,000,000.00
	Salcete,	warranty that goods		
	Goa-403722.	listed in Category II, III,		
	Contact Details: +91-08326721900	Coir waste, Coir fibre		
		and Caddies are not		
		stored therein.		
		(Materials stored in		
		Godowns & Silos)		

# Add-On Covers Applicable:

Sr.No	Add-On Cover Description	Add-On Cover Sum Insured (Rs.)
1.	Earthquake (Fire and Shock)	50,000,000.00
2.	RSMD	50,000,000.00
3.	STFI	50,000,000.00

Sr.No	Location of Risk	Occupancy		Sum Insured (Rs.)
5.	GODOWN NO. P,	Others / Storage of	Stocks	30,000,000.00
	Varama Sir India Logistics &	Category I hazardous		
	Infrastructure Pvt Lt,	Goods subject to	Total	30,000,000.00
	Near Upas Nagar OPP BP petrol	warranty that goods		
	pump,	listed in Category II, III,		
	Mormugao,	Coir waste, Coir fibre		
	Goa-403726.	and Caddies are not		
	Contact Details: +91-08326721900	stored therein.		
		(Materials stored in		
		Godowns & Silos)		

### Add-On Covers Applicable:

	rida di detti o rippination				
Sr.No	Add-On Cover Description	Add-On Cover Sum Insured (Rs.)			
1.	RSMD	30,000,000.00			
2.	Earthquake (Fire and Shock)	30,000,000.00			
3.	STFI	30,000,000.00			

Sr.No	Location of Risk	Occupancy		Sum Insured (Rs.)
6.	Plot No.L-82/83,	Others / Chemical	Buildings	300,000,000.00
	Verna Industrial Estate,	Manufacturing(others),	Plant and Machinery	1,500,000,000.00
	Verna,	Pharmaceuticals,	Stocks	600,000,000.00
	Salcete,	Toiletry products		, ,
	Goa-403722.		Total	3 400 000 000 00
	Contact Details: +91-08326721900		Total	2,400,000,000.00

### Add-On Covers Applicable:

Sr.No	Add-On Cover Description	Add-On Cover Sum Insured (Rs.)
1.	STFI	2,400,000,000.00
2.	Earthquake (Fire and Shock)	2,400,000,000.00
3.	RSMD	2.400.000.000.00

Sr.No	Location of Risk	Occupancy		Sum Insured (Rs.)
7.	GODOWN NO. Q,	Others / Storage of	Stocks	20,000,000.00
	Varama Sir India Logistics &	Category I hazardous		
	Infrastructure Pvt Lt,	Goods subject to	Total	20,000,000.00
	Near Upas Nagar OPP BP petrol	warranty that goods		
Regi	pump, Mormugao, stered and Corporate office: 9 <sup>th</sup> Floor, A Goa-403726. Contact Details: +91-0832672190 <b>9</b> IN I			Numbai – 400099
		(Materials stored in Godowns & Silos)		

# STANDARD FIRE & SPECIAL PERILS POLICY (MATERIAL DAMAGE)

# Add-On Covers Applicable:

Sr.No	Add-On Cover Description	Add-On Cover Sum Insured (Rs.)
1.	RSMD	20,000,000.00
2.	Earthquake (Fire and Shock)	20,000,000.00
3.	STFI	20,000,000.00

Sr.No	Location of Risk	Occupancy		Sum Insured (Rs.)
8.	GODOWN NO. D,	Others / Storage of	Stocks	30,000,000.00
	Varama Sir India Logistics &	Category I hazardous		
	Infrastructure Pvt Lt,	Goods subject to	Total	30,000,000.00
	Near Upas Nagar OPP BP petrol	warranty that goods		
	pump,	listed in Category II, III,		
	Mormugao,	Coir waste, Coir fibre		
	Goa-403726.	and Caddies are not		
	Contact Details: +91-08326721900	stored therein.		
		(Materials stored in		
		Godowns & Silos)		

# Add-On Covers Applicable:

Sr.No	Add-On Cover Description	Add-On Cover Sum Insured (Rs.)
1.	Earthquake (Fire and Shock)	30,000,000.00
2.	STFI	30,000,000.00
3.	RSMD	30.000.000.00

Sr.No	Location of Risk	Occupancy	Sum Insured (	
9.	GODOWN NO. E2,	Others / Storage of	Stocks	80,000,000.00
	Varama Sir India Logistics &	Category I hazardous		
	Infrastructure Pvt Lt, Goods subject to	Goods subject to	Total	80,000,000.00
	Near Upas Nagar OPP BP petrol	warranty that goods		
	pump,	listed in Category II, III,		
	Mormugao,	Coir waste, Coir fibre		
	Goa-403726.	and Caddies are not		
	Contact Details: +91-08326721900	stored therein.		
		(Materials stored in		
		Godowns & Silos)		

### Add-On Covers Applicable:

Sr.No	Add-On Cover Description	Add-On Cover Sum Insured (Rs.)
1.	RSMD	80,000,000.00
2.	STFI	80,000,000.00
3.	Earthquake (Fire and Shock)	80,000,000.00

Sr.No	Location of Risk	Occupancy	Sum Insured (	
10.	GODOWN NO. H & I,	Others / Storage of	Stocks	170,000,000.00
	Varama Sir India Logistics &	Category I hazardous		
	Infrastructure Pvt L,	Goods subject to	Total	170,000,000.00
	Near Upas Nagar OPP BP petrol	warranty that goods		
	pump,	listed in Category II, III,		
	Mormugao,	Coir waste, Coir fibre		
	Goa-403726.	and Caddies are not		
	Contact Details: +91-08326721900	stored therein.		
		(Materials stored in		
		Godowns & Silos)		

# Add-On Covers Applicable:

Sr.No	Add-On Cover Description	Add-On Cover Sum Insured (Rs.)
1.	Earthquake (Fire and Shock)	170,000,000.00
2.	RSMD	170,000,000.00
3.	STFI	170,000,000.00

# **SBI General Insurance Company Limited**



SURAKSHA AUR BHAROSA DONO

Attached to and forming part of the Schedule to the Policy No: 0000000025463431-01

# STANDARD FIRE & SPECIAL PERILS POLICY (MATERIAL DAMAGE)

# Annexure 'B' - Hypothecation Details

Sr.No	Name of the financial Institution	Address of the Financial Institution
1.	SBI	IFB Andheri Branch Mumbai
2.	Bank of Baroda	Mumbai
3.	Siemens Financial Services Pvt Ltd	Siemens Financial Services Pvt Ltd



SURAKSHA AUR BHAROSA DONO

Attached to and forming part of the Schedule to the Policy No: 0000000025463431-01

# STANDARD FIRE & SPECIAL PERILS POLICY (MATERIAL DAMAGE)

### Annexure 'C' - Coinsurance Details

Sr.No	Name of the Co-Insurance Company	Branch Name &Branch Code	Branch Address	Co- Insurance Share	Co-Insurer Sum Insured (Rs.)	Co-Insurer Premium (Rs.)
1.	SBI General Insurance Company Limited	HO&00006	PEOPLES EDUCATION SOCIETY, GROUND FLOOR, PRIN N M KALE MARG GOKHALE ROAD, DADAR, Mumbai-400028.	70%	2,037,000,000.0	2,795,310.00
2.	Cholamandalam Ms General Insurance Company Ltd CMS	210104	VASHI BRANCH OFFICE	30%	873,000,000.00	1,197,990.00



### STANDARD FIRE & SPECIAL PERILS POLICY (MATERIAL DAMAGE)

#### IMPORTANT NOTE:

Please examine this Policy including its attached Schedules/ Annexure if any. In the event of any discrepancy please contact the office of the Company immediately, it being noted that this Policy shall be otherwise considered as being entirely in order.

Please refer the Claims Settlement & Grievance Redressal procedure document attached herein for ready reference

### INTIMATING A CLAIM

For Intimating a Claim with us please contact us through the following channels: MTNL/BSNL users: 1800-22-1111 And for Other users: 1800-102-1111 E mail - customer.care@sbigeneral.in

Facsimile - 1800-102-7244/1800-22-7244(Toll Free)

### **CLAIM SETTLEMENT**

The Company will settle the claim under this policy within 30 days from the date of receipt of necessary documents required for assessing the claim. In the event that the Company decides to reject a claim made under this policy, the Company shall do so within a period of thirty days of the Survey Report or the additional Survey Report, as the case may be, in accordance with the provisions of Protection of Policyholders' Interest Regulations 2017.

### STANDARD FIRE & SPECIAL PERILS POLICY (MATERIAL DAMAGE)

#### **Clauses Applicable:**

#### 1. Sanction Limitation And Exclusion Clause

It is hereby declared and agreed that 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 provision 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.

#### 2. Designation of Property Clause

For the purpose of determining, where necessary, the item under which any property is insured, the Company agrees to accept the designation under which the property has been entered in the Insured's books

### 3. Agreed Bank Clause

AGREED BANK CLAUSE

"'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 therefor 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 upon or 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 Mortgagor 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 Mortgagor 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

### 4. Co-insurance Clause

Policy is Subject to Co-insurance clause attached herewith

### 5. Earthquake (Fire and Shock)

If option to delete STFI peril is exercised

In consideration of the payment by the Insured to the Company of the sum of \_\_\_\_\_\_ additional premium, it is hereby agreed and declared that notwithstanding anything stated in the printed exclusions of this Policy to the contrary, this Insurance is extended to cover loss or damage (including loss or damage by fire) to any of the property Insured by this Policy occasioned by earthquake including Landslide / Rockslide resulting therefrom but excluding flood or overflow of the sea, lakes, reservoirs and rivers caused by Earthquake.

### STANDARD FIRE & SPECIAL PERILS POLICY (MATERIAL DAMAGE)

	STANDARD FIRE & SPECIAL PERILS POLICE (WATERIAL DAWLAGE)
	Provided always that all the conditions of this Policy shall apply (except in so far as they may be hereby expressly varied) and that
	any reference therein to loss or damage by fire shall be deemed to apply also to loss or damage directly caused by any of the perils
	which this insurance extends to include by virtue of this endorsement
	If option to delete STFI peril is not exercised
	In consideration of the payment by the Insured to the Company of the sum of additional premium, it is hereby
	agreed and declared that notwithstanding anything stated in the printed exclusions of this Policy to the contrary, this Insurance is
	extended to cover loss or damage (including loss or damage by fire) to any of the property Insured by this Policy occasioned by or
	through or in consequence of earthquake including flood or overflow of the sea, lakes, reservoirs and rivers and/or Landslide /
	Rockslide resulting therefrom
	Provided always that all the conditions of this Policy shall apply (except in so far as they may be hereby expressly varied) and that
	any reference therein to loss or damage by fire shall be deemed to apply also to loss or damage directly caused by any of the perils
	which this insurance extends to include by virtue of this endorsement
	Special conditions
	1) Excess clause - 5% of each and every claim subject to a minimum of Rs.10,000/.
	2) Education and all the control of the action are actions as a second of the time are added to Ballionia.
	2) Extension cover shall be granted only if the entire property in one complex / compound / location covered under the Policy is
	extended to cover this risk and the Sum Insured for this extension is identical to the Sum Insured against the risk covered under
	main Policy except for the value of the plinth and foundations of the building(s)
	3) Onus of proof
	In the event of the Insured making any claim for loss or damage under this Policy he must (if so required by the Company) prove
_	that the loss or damage was occasioned by or through or in consequence of earthquake.
6.	, ,
	"It is hereby declared and agreed that the expenses incurred up to 1% of the claim amount is included in the sum insured on:
	(a) Removal of debris from the premises of the Insured;
	(a) Kellioval of debits from the premises of the insured,
	(b) Dismantling or demolishing;
	(,, , , , , , , , , , , , , , , , , , ,
	(c) Shoring up or propping."
	Note: (b) & (c) above should be deleted when neither Building nor Machinery are covered.
7.	Architecture and Surveyor Fee (Upto 3% of Claim Amount) Clause
	"It is hereby declared and understood that the expenses incurred towards Architects, Surveyors and
	Consulting Engineers fees for plans, specification tenders, quantities and services in connection with
	the superintendence of the reinstatement for the Building, machinery, Accessories and equipment
	insured under this policy is covered up to 3% of the adjusted loss, but it is understood that this does
	not include any costs in connection with the preparation of the Insured's claim or estimate of loss in
	the event of damage by insured perils".
8.	Reinstatement Value Clause
	"It is hereby declared and agreed that in the event of the property insured under (Item Nosof) within the Policy being
	destroyed or damaged, the basis upon which the amount payable under (each of the said items of) the Policy is to be calculated
	shall be cost of replacing or reinstating on the same site or any other site with property of the same kind or type but not superior
	to or more extensive than the insured property when new as on date of the loss, subject to the following Special Provisions and
	subject also to the terms and conditions of the Policy except in so far as the same may be varied hereby."
	Special Provisions
	1. The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable
	to the requirements of the Insured subject to the liability of the Company not being thereby increased) must be commenced and

- 1. The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable dispatch and in any case must be completed within 12 months after the destruction or damage or within such further time as the Company may in writing allow, otherwise no payment beyond the amount which would have been payable under the Policy if this memorandum had not been incorporated therein shall be made.
- 2. Until expenditure has been incurred by the Insured in replacing or reinstating the property destroyed or damaged the Company shall not be liable for any payment in excess of the amount which would have been payable under the Policy if this memorandum had not been incorporated therein.
- 3. If at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the property covered had been destroyed, exceeds the Sum Insured thereon or at the commencement of any destruction or damage to such property by any of the perils insured against by the Policy, then the Insured shall be considered as being his own insurer for the excess and shall bear a rateable proportion of the loss accordingly.

Registered and Corporate office: 9th Floor, A&B Wing, Fulcrum Building, Sahar Road, Andheri East, Mumbai – 400099

### STANDARD FIRE & SPECIAL PERILS POLICY (MATERIAL DAMAGE)

Each item of the Policy (if more than one) to which this memorandum applies shall be separately subject to the foregoing provision.

- This Memorandum shall be without force or effect if
- a) the Insured fails to intimate to the Company within 6 months from the date of destruction or damage or such further time as the Company may in writing allow his intention to replace or reinstate the property destroyed or damaged.
- b) the Insured is unable or unwilling to replace or reinstate the property destroyed or damaged on the same or another site.

#### 9. Local Authority Clause

LOCAL AUTHORITIES CLAUSE

"The insurance by this Policy extends to include such additional cost of reinstatement of the destroyed or damaged property hereby insured as may be incurred solely by reason of the necessity to comply with the Building or other Regulations under or framed in pursuance of any Act of Parliament or with Bye-laws of any Municipal or Local authority provided that

- 1) The amount recoverable under this extension shall not include
- a) the cost incurred in complying with any of the aforesaid Regulations or Bye-laws
- i) in respect of destruction or damage occurring prior to the granting of this extension,
- ii) in respect of destruction or damage not insured by the Policy,
- iii) under which notice has been served upon the Insured prior to the happening of the destruction of damage,
- iv) in respect of undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from the insurance by this Policy) of that portion of the property destroyed or damaged,
- b) the additional cost that would have been required to make good the property damaged or destroyed to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations of Bye-laws not arisen,
- c) the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid Regulations or Byelaws
- 2) The work of reinstatement must be commenced and carried out with reasonable dispatch and in any case must be completed within twelve months after the destruction or damage or within such further time as the Company may (during the said twelve months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid Regulations or Bye-laws so necessitate) subject to the liability of the Company under this extension not being thereby increased
- 3) If the liability of the Company under (any item of) the Policy apart from this extension shall be reduced by the application of any of the terms and conditions of the Policy then the liability of the Company under this extension (in respect of any such item) shall be reduced in like proportion
- 4) The total amount recoverable under any item of the Policy shall not exceed the Sum Insured thereby.
- 5) All the conditions of the Policy except in so far as they may be hereby expressly varied shall apply as if they had been incorporated herein."
- 6) No additional premium shall be charged for inclusion of this clause in this Policy.

### 10. Architects, Surveyors and Consulting Engineers Fees Clause( upto 5% claim amount)

"It is hereby declared and understood that the expenses incurred towards Architects, Surveyors and Consulting Engineers fees for plans, specification tenders, quantities and services in connection with the superintendence of the reinstatement for the Building, Machinery, Accessories and equipment insured under this Policy is covered upto 5% of the adjusted loss, but it is understood that this does not include any costs in connection with the preparation of the Insured's claim or estimate of loss in the event of damage by insured perils".

### 11. Removal of Debris Clause (up to 2% of claim amount)

"It is hereby declared and agreed that the expenses incurred upto 2% of the claim amount is included in the Sum Insured on:

- (a) Removal of debris from the premises of the Insured;
- (b) dismantling or demolishing;
- (c) shoring up or propping."

Note: (b) & (c) above should be deleted when neither Building nor Machinery are covered.

### Warranties Applicable:

Excluding properties of clients / customers/ guests/ employees.

Excluding properties of clients / customers/ guests/ employees.

2. Terrorism Damage Exclusion Warranty

For the purpose of determining, where necessary, the item under which any property is insured, the Company agrees to accept the designation under which the property has been entered in the Insured's books

# SBI General Insurance Company Limited

Registered and Corporate office: 9th Floor, A&B Wing, Fulcrum Building, Sahar Road, Andheri East, Mumbai – 400099

### STANDARD FIRE & SPECIAL PERILS POLICY (MATERIAL DAMAGE)

# Special Condition / Special Warranties / Special Exclusion: For Storage Occupancy - Warranted that goods listed in Category II, III, Coir waste, Coir fibre and Caddies are not stored therein. (Materials stored in Godowns & Silos) For Storage Occupancy - Warranted that goods listed in Category II, III, Coir waste, Coir fibre and Caddies are not stored therein. (Materials stored in Godowns & Silos) 2. Warranted that the electrical installation is maintained periodically and devoid of any loose wiring and improper sockets & connections. Warranted that the electrical installation is maintained periodically and devoid of any loose wiring and improper sockets & connections. 3. **Local Authority clause** 4. Reinstatement value clause (Excl Stock & Stock in process) Reinstatement value clause (Excl Stock & Stock in process) Warranted that stocks should be stored in closed premises. Stocks stored in open premises are excluded. 5. Warranted that stocks should be stored in closed premises. Stocks stored in open premises are excluded. 6. Expenses for Loss Minimization up to INR 5 crores in aggregate 7. Omission To Insure 5% of TSI exlcuding stocks 8. Spoilage Material Damage Cover - Machinery & Stocks- up to INR 5 Crs in aggregate Impact Damage-up to INR 5 crores in aggregate 9. 10. Claim Preparation Clause Covered upto INR 5 crs in aggregate Involuntary Betterment- - up to INR 5 Crs in aggregate 12. Leakage & Contamination cover - Where the tanks are within the Insured's own premises- up to 5 Crs in aggregate 13. Architects, Surveyors And Consulting Engineers Fees - 5% of Sum Insured for that particular location subject to a maximum of 5 Crs in aggregate across all locations Additional Customs Duty up to 5 Crs in aggregate 15. Cost of Re-Writing Records up to INR 5 crores in aggregate

### **SBI General Insurance Company Limited**

**Terrorism Damage Exclusion Clause** 

16.

# STANDARD FIRE & SPECIAL PERILS POLICY (MATERIAL DAMAGE)

17.	Contract Works INR 5 Crs in aggregate
18.	Control of Damaged Property - INR 5 crs in aggregate
19.	72 Hours Clause - Covered for AOG perils
20.	Warranted that fire protection systems are installed and operational throughout the policy period
21.	Expediting Costs up to INR 5 crores in aggregate
22.	Immediate Repairs up to INR 5 crores in aggregate
23.	Escalation Clause 5% Of Sum Insured excluding stocks
24.	Deliberate Damage up to INR 5 Crs in aggregate
25.	Removal of Debris clause - INR 5 crores in aggregate
26.	Temporary Removal of Stocks within India - upto INR 5 crores in aggregate
27.	Fire Fighting expenses up to INR 5 Crs in aggregate

### **COINSURANCE CLAUSE**

- It is hereby declared and agreed that insurers named hereunder severally agree and accept the following for the proportion set against its name:
  - 1.1. In event of any claim being admissible by the insurer towards the liability, to pay or make good to the insured the value of the property at the time of the happening of its loss or destruction or the amount of such damage thereto as provided for under the policy and or
  - 1.2. To indemnify the insured against liability at law or damage to any property or injuries to persons as provided for under the policy
- 2 Co-insurance Schedule:

Co-insurance schedule is as per policy schedule "Annexure 'C' - Coinsurance Details".

3. Conditions forming part of this clause

It is hereby agreed and understood that:

# SBI General Insurance Company Limited

Registered and Corporate office: 9<sup>th</sup> Floor, A&B Wing, Fulcrum Building, Sahar Road, Andheri East, Mumbai – 400099
UIN No: IRDAN144CP0028V04201819

### STANDARD FIRE & SPECIAL PERILS POLICY (MATERIAL DAMAGE)

- 3.1 The Insured in exercise of his option has after having understood the implications, selected the above named lead Insurer and the named Co-insurers vide sr. Nos. of the co-Insurance schedule as in point no. 2 under the policy.
- 3.2 The duties of insured would devolve upon the authorized intermediary licensed by IRDA (referred to as authorized representative here after) where the insured appoints such authorized intermediary to transact on his behalf with the insurer/s.
- 3.3 It shall be the responsibility of the insured or his authorized representative licensed by IRDA to decide on the panel of co-insurers and their respective shares of the risk herein as set out in co-insurance share under paragraph 2 above and communicate the same to all such participating co-insurers, prior to assumption of risk.
- 3.4 The lead Insurer shall finalize the terms and conditions applicable to the risk in the form of an underwriting slip with a unique code to be handed over to the Insured/Authorized intermediary.
- 3.5 It shall be the responsibility of the insured or his authorized representative to ensure that all insurers listed in the co-insurance schedule under paragraph 2 above, are fully aware of the terms and conditions of this policy and shall secure their unqualified acceptance of such terms and conditions prior to issuance of cover and inclusion of names of insurers in this co-insurance arrangement.
- During the currency of the policy, if there are any material changes in risk or as changes in original terms and conditions such as variation in Sum Insured, changes in premium charged, extension of policy period, etc., the same shall be communicated by the insured or his authorized representative giving sufficient advance notice of 7 days to the leader as well as all other participating co-insurers listed in the co-insurance schedule under paragraph 2 above and procure confirmation thereon. The endorsement to this effect shall be executed by the lead insurer under advice to all other participating co-insurers.
- 3.7 The liability of the insurers shall in no case exceed in respect of each item of the sum expressed in the set schedule to be insured thereon or in the all, the total sum insured hereby or sums as may be substituted thereof by endorsement.
  - In the event of any of the Coinsurers chosen by the Insured as per Paragraph 3.1 above and listed in coinsurance schedule, wishes to withdraw from participation in this Policy at anytime during currency, may do so after giving notice of 14 days (from date of intimation of changes in risk by Insured/ Intermediary) only in the event of following contingencies:
    - Increase in Sum Insured beyond the agreed and accepted amount including escalation in Sum Insured, as recorded in the underwriting slip
  - 2. Change in Terms and conditions of Cover as agreed and accepted in the UWg Slip. In the event of withdrawal as above by any Insurer from Coinsurance participation under the policy, the Insured shall arrange for an alternative Insurer to take care of the full share of risk vacated by the existing Insurer. In the event of Insured failing to do so, the Insured shall be considered as his own Insurer for such share of risk or part there of which is not taken up by such alternative Co- Insurer."
- In the event of a claim under this policy, the insured shall give notice of its occurrence to the Lead Insurer with a copy to all the insurers as listed in clause 2 above.
- 3.9 Upon receipt of such notification of claim, all claim related activities including appointment of surveyors, etc shall be done by the lead insurer who shall decide the admissibility as well as quantum of the claim and the co-insurers shall abide by the same.
- 3.10 In the event of any claim being value of more than 5 crores the lead insurer can immediately demand and the following co-insurer shall pay the cash call of their proportionate share of loss.
- 3.11 In all other cases, where the Lead Insurer pays 100% of the assessed loss, the following co-insurer/s shall remit their share of the loss to the Lead Insurers within a maximum period of 21 days from the date on which the Lead Insurer makes the demand.
  - Lead Insurer's declaration that the Claim and the amount there of was in accordance with terms and conditions of the Policy issued shall be considered sufficient by the co-insurers for the purpose of remitting their share of the loss to the Lead Insurer.
- 3.12 The co-insurers forming part of this agreement shall be entitled to demand and obtain from the Lead Insurer/Intermediaries copies of all policies, endorsements or other claim related documents relevant to this co-insurance clause.



# STANDARD FIRE & SPECIAL PERILS POLICY (MATERIAL DAMAGE)

In witness, whereof, this policy has been signed by SBI General Insurance Company (Lead Insurer) for itself and as authorized agents for other participating insurers named herein Subject otherwise to the terms, exceptions, conditions and limitations of this policy.



# STANDARD FIRE & SPECIAL PERILS POLICY (MATERIAL DAMAGE)

GST INVOICE										
GST Invoice No:	82844186					GST Inv	voice Date:	29/11/202	2	
GSTIN/Unique No: (SBI General)	27AAMCS88	57L1ZC					SBI Gei	neral State	Maharash	ntra
SBI General Branch Address:	SBI General Insurance Company Limited GROUND FLOOR, PEOPLES EDUCATION SOCIETY, PRIN N M KALE MARG GOKHALE ROAD, DADAR, Mumbai, Mumbai, Maharashtra-400028, India									
				Details of P	olicy Ho	der:				
Name:	MARKSANS PH	HARMA LIMITED	)							
Address:	PLOT NO L-8	82 L-83, VERN	NA INDUS	STRIAL ESTA	ATE, VER	NA, Verna, S	alcete, So	uth Goa, Goa	a - 403722, I	ndia.
Policy Holder State	Goa				Whe	e of supply ether invoice erse Charge				
GSTIN/Unique No:	30AAACT31	53G1ZW			,	g	Policy Number		0000000025463431- 01	
Insurance	HSN Code	Premium		KFC	(	CGST		/ UTGST	I	GST
Product Name		(without Taxes)	Rate	Amount	Rate	Amount	Rate	Amount	Rate	Amount
Standard Fire & Special Perils	997137	3,993,300. 00	1%	0	0%	0	0%	0	18%	718794
Total Invoice Value (In Figures)	<b>Value (In</b> 4,712,094.00									
Taxes Applicable	718,794.00					A				
								Authoriz	ed Signatoı	ry .

### STANDARD FIRE & SPECIAL PERILS POLICY (MATERIAL DAMAGE)

#### **POLICY WORDINGS**

IN CONSIDERATION OF the Insured named in the Schedule hereto having paid to **SBI General 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

#### ∣ Fire

Excluding destruction or damage caused to the property insured by

- (i) Its own fermentation, natural heating or spontaneous combustion.
- (ii) It's undergoing any heating or drying process.
- (iii) Burning of property insured by order of any Public Authority.

### || Lightning

### III Explosion/Implosion

Excluding loss, destruction of or damage

(a)to boilers (other than domestic boilers), economizers or other vessels, machinery or apparatus (in which steam is generated) or their contents resulting from their own explosion/implosion, (b) caused by centrifugal forces.

### IV Aircraft Damage

Loss, destruction or damage caused by Aircraft other aerial or space devices and articles dropped there from excluding those caused by pressure waves.

#### V Riot, Strike, 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 pers on (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

### VI 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).

# VII Impact Damage

Loss of or visible physical damage or destruction caused to the property insured due to impact by any Rail/Road vehicle or animal by direct contact not belonging to or owned by

- (a) the Insured or any occupier of the premises or  $% \left\{ 1\right\} =\left\{ 1\right\}$
- (b) their employees while acting in the course of their employment.

### VIII 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

### **SBI General Insurance Company Limited**

Registered and Corporate office: 9<sup>th</sup> Floor, A&B Wing, Fulcrum Building, Sahar Road, Andheri East, Mumbai – 400099

### STANDARD FIRE & SPECIAL PERILS POLICY (MATERIAL DAMAGE)

- (e) demolition, construction, structural alterations or repair of any property or groundwork or excavations.
- IX Bursting and/or overflowing of Water Tanks, Apparatus and Pipes
- X Missile testing operations

#### XI Leakage from Automatic Sprinkler Installations

Excluding loss, destruction or damage caused by

- (a) repairs of alterations to the buildings or premises
- (b) repairs, removal or extension of the sprinkler installation

#### XII Bush Fire

Excluding loss, destruction or damage caused by Forest Fire.

PROVIDED that 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 be substituted therefore by memorandum hereon or attached hereto signed by or on behalf of the Company.

#### (A) GENERAL EXCLUSIONS

- 1. This Policy does not cover (not applicable to policies covering dwellings)
  - (a) The first 5% of each and every claim subject to a minimum of 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 the Policy
  - (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 Policy.
- 2. The Excess shall apply per event per Insured.
  - 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 the 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) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
  - (b) The radio active 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, compute 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.

### **SBI General Insurance Company Limited**

### STANDARD FIRE & SPECIAL PERILS POLICY (MATERIAL DAMAGE)

- 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.

#### (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 peril, 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 effected 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 (to be deleted in case of dwellings)
  - (c) If the interest in the property passes from the Insured otherwise than by will or operation of law.
- 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. This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the premium at customary short period rate for the time the Policy has been in force. This insurance may also at any time be terminated at the option of the Company, on 15days' notice to that effect being given to the Insured, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.
- 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) A claim in writing for the loss or damage containing in 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) Particulars of all other insurance, if any

The Insured shall also at all times at his own expense produce, procure and give to the Company all such further particulars, plans, specification books, vouchers, invoices, and 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

# SBI General Insurance Company Limited

Registered and Corporate office: 9th Floor, A&B Wing, Fulcrum Building, Sahar Road, Andheri East, Mumbai – 400099

### STANDARD FIRE & SPECIAL PERILS POLICY (MATERIAL DAMAGE)

or the amount of the liability of the Company as may be reasonable 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
  - 1. Enter and take and keep possession of the building or premises where the loss or damage has happened.
  - 2. 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.
  - 3. Keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same.
  - 4. 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 benefits under the Policy or if the loss or damage be occasioned by the wilful 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 elects to reinstate or replace any property the Insured shall at his own expense furnish the Company with such plans, specification, 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

### **SBI General Insurance Company Limited**

 $\textbf{Registered and Corporate office:} \ 9^{th} \ Floor, A\&B \ Wing, Fulcrum \ Building, Sahar \ Road, Andheri \ East, Mumbai - 400099$ 



### STANDARD FIRE & SPECIAL PERILS POLICY (MATERIAL DAMAGE)

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 dispute or difference shall be preferable 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.

- 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 the 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.



# STANDARD FIRE & SPECIAL PERILS POLICY (MATERIAL DAMAGE)

Branch Office Address: 9th Floor,A&B Wing, Fulcrum Building, Sahar Road,Andheri East,	Reference No:	000041889589
Mumbai, Mumbai, India,	OF Receipt No:	
Maharashtra -400099.	Date:	29/11/2022
	Branch Code:	00006
	Party/Depositor ID:	000000047181405

### RECEIPT

Received with thanks from MARKSANS PHARMA LIMITED

an amount of Rs. 4,712,094.00 (Rupees Forty Seven Lakh Twelve Thousand Ninety Four)

by Customer Cash Deposit

No: CCD00062072472

Dated:

Drawn on Bank:

Branch:

	Party ID Quote/Policy/Claim No.		Name of Party	Amount(Rs.)
0000000047181405   '		<policyno "="" ==""><quotationno>: if&gt;<policyno><policyno>:if&gt;</policyno></policyno></quotationno></policyno>	MARKSANS PHARMA LIMITED	4,712,094.00
			TOTAL	4,712,094.00

### Disclaimer

- 1) Receipt subject to realisation of instrument submitted
- 2) Kindly refer to the policy document for time of commencement of cover

For and on behalf of

SBI General Insurance Co. Ltd.

**Authorized Signatory** 



# STANDARD FIRE & SPECIAL PERILS POLICY (MATERIAL DAMAGE)

### **SBI General Insurance Company Limited**

Registered and Corporate office: 9th Floor, A&B Wing, Fulcrum Building, Sahar Road, Andheri East, Mumbai – 400099



### STANDARD FIRE & SPECIAL PERILS POLICY (MATERIAL DAMAGE)

### **GRIEVANCE REDRESSAL PROCEDURE**

Dear Customer

We value your relationship and are committed to offer you best in class customer service.

However if you are dissatisfied with the services rendered by us during any of your interactions with us or on resolution provided by us on your service request or complaint, we request you to register your concern with our Customer Care Team by following the steps mentioned below.

We will acknowledge receipt of your concerns within next 72 working hours & will respond to you as soon as possible upon completion of the investigation.

### Step 1:

Call us at Toll free nos: 1800 - 102- 1111 & 1800-22-1111 from Monday to Saturday (08.00 am - 8.00 pm) or write to us at <a href="mailto:customer.care@sbigeneral.in">customer.care@sbigeneral.in</a>. If you don't hear from us within 48 hrs please follow step 2

### Step 2:

If you are dissatisfied with the resolution provided, please Email to

Head – customer care at head.customercare@sbigeneral.in If after having followed Steps 1 & Step 2 your issue remains unresolved for more than 30 days from the date of filing your first complaint, you may approach the Insurance Ombudsman for Redressal of your Grievance.

The list of Insurance Ombudsman offices along with their area of jurisdiction is attached herewith.

Ombudsman Offices		
Areas of Jurisdiction	Addresses of the Ombudsman Offices	
State of Gujarat and Union Territories of Dadra & Nagar Haveli and Daman and Diu.	AHMEDABAD	
	2 <sup>nd</sup> Floor, Shree Jayshree Ambica Chambers,	
	Nr. C U Shah College, 5, Navyug Colony, Ashram Road,	
	AHMEDABAD-380014	
	Tel: 27546150, Fax: 079-27546142	
	Email: insombalhd@rediffmail.com	
States of Madhya Pradesh and Chhattisgarh.	BHOPAL	
	Janak Vihar Complex,	
	2nd Floor, 6, Malviya Nagar, Opp. Airtel,	
	Bhopal – 462 011.	
	Tel.:- 0755-2769200/201/202	
	Fax:- 0755-2769203	
	Email:-bimalokpalbhopal@airtelmail.in	
State of Orissa.	BHUBANESWAR	
	62, Forest Park,	
	BHUBANESWAR-751 009.	
	Tel: 2535220, Fax: 0674-2531607	
	Email:susantamishra@yahoo.com, ioobbsr@vsnl.net	
States of Punjab, Haryana, Himachal Pradesh, Jammu &	CHANDIGARH	
Kashmir and Union territory of Chandigarh.	S.C.O No.101,102 & 103, 2 <sup>nd</sup> Floor,	
	Batra Building, Sector 17 D,	
	CHANDIGARH-160 017	
	Tel: 2706196 EPBX:0172-2706468 Fax: 0172-2708274	



SURAKSHA AUR BHAROSA DONO

Attached to and forming part of the Schedule to the Policy No: 0000000025463431-01

# STANDARD FIRE & SPECIAL PERILS POLICY (MATERIAL DAMAGE)

	Email: ombchd@yahoo.co.in
State of Tamil Nadu and Union Territories - Pondicherry Town	CHENNAI
and Karaikal (which are part of Union Territory of Pondicherry).	Fatima Akhtar Court , $4^{\text{th}}$ Floor, 453 (Old 312) Anna Salai, Teynampet, CHENNAI-600 018
	Tel: 24333678, 24333668, 24335284 Fax: 044-24333664 Email:insombud@md4.vsnl.net.in
States of Delhi and Rajasthan.	DELHI
	2/2 A, Universal Insurance Bldg, Asaf Ali Road, NEW DELHI-110 002
	Tel: 23239611, Fax: 011-23230858
	Email: nsombudsmandel@netcracker.com
States of Andhra Pradesh, Karnataka and Union Territory of Yanam - a part of the Union Territory of Pondicherry.	HYDERABAD 6-2-46, Yeturu Towers,Lane Opp. Saleem Function Palace, A C Guards, Lakdi-Ka-Pool,
	HYDERABAD-500 004
	Tel: 55574325, Fax:040-23376599
	Email:insombud@hd2.vsnl.net.in
State of Kerela and Union Territory of (a) Lakshadweep (b) Mahe-a part of Union Territory of Pondicherry.	KOCHI
	2 <sup>nd</sup> Floor, CC 27/2603 Pulinat Bldg,
	Opp. Cochin Shipyard, M G Road,
	ERNAKULAM-682 015
	Tel: 2373334, 2350959, Fax:0484-2373336
	Email:insuranceombudsmankochi@hclinfinet.com
States of West Bengal, Bihar, Sikkim, Jharkhand and Union Territories of Andaman and Nicobar Islands.	<b>KOLKATA</b> Hindustan Bldg. Annexe, 4, C.R. Avenue, 4th Floor, KOLKATA - 700 072.
	TEL: 033-22124346/22124339
	Fax: 033-22124341
	Email:-insombudsmankolkata@gmail.com
States of Uttar Pradesh and Uttaranchal.	LUCKNOW
	Jeevan Bhavan, Phase 2,
	6 <sup>th</sup> floor, Nawal Kishore Road,
	Hazaratganj, LUCKNOW-226001 Tel: 0522-2201188, 2231330, 2231331
	Fax:0522-2231310
	E-mail: ioblko@sancharnet.in
States of Maharashtra and Goa.	MUMBAI
	3 <sup>rd</sup> Floor, Jeevan Seva Annexe (above MTNL), S V Road, Santacruz (W),Mumbai-400 054
	Tel: 26106889, EPBX:022-26106889
	Fax:022-26106052, 26106980
	Email:ombudsman.i@hclinfinet.com
States of Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.	GUWAHATI
	'Jeevan Nivesh', 5th Floor,
	Nr. Panbazar over bridge, S.S. Road,
	Guwahati – 781001(ASSAM).
	Tel.:- 0361-2132204/2131307/2132205
	Fax:- 0361-2732937
	Email:- ombudsmanghy@rediffmail.com

# Address and contact number of Governing Body of Insurance Council Secretary General

Governing Body of Insurance Council Jeevan Seva Annexe, 3<sup>rd</sup> Floor (Above MTNL) S. V. Road, Santacruz (W), Mumbai – 400 054 Tel: 022-6106889

Fax: 022-6106980, 6106052 Email: <u>inscoun@vsnl.net</u>

# SBI General Insurance Company Limited

 $\textbf{Registered and Corporate office:} \ 9^{th} \ \mathsf{Floor}, \ A\&B \ \mathsf{Wing}, \ \mathsf{Fulcrum Building}, \ \mathsf{Sahar Road}, \ \mathsf{Andheri East}, \ \mathsf{Mumbai-400099}$ 



### STANDARD FIRE & SPECIAL PERILS POLICY (MATERIAL DAMAGE)

### **Integrated Grievance Management System**

IRDA has launched the Integrated Grievance Management System (IGMS). IGMS is a grievance redress monitoring tool for IRDA. Policyholders who have grievances should register their complaints with the Grievance Redress Channel of the Insurance Company first. If policyholders are not able to access the insurance company directly for any reason, IGMS provides a gateway to register complaints with insurance companies.

Complaints shall be registered with insurance companies first and only if need be, be escalated them to IRDA (Consumer Affairs Department).

Website: http://www.policyholder.gov.in/Integrated Grievance Management.aspx

Toll Free Number of IRDA Grievance Call Centre: 155255

Timings: 8 AM to 8 PM -- (Monday to Saturday)