ICICI BHARAT SOOKSHMA UDYAM SURAKSHA

PROSPECTUS

Contents	Page No.
Introduction	2
Important Dos and Don'ts	2
The Insurance Cover	3
Which unexpected events are covered?	4
Standard Add-on covers	7
Which property can be covered under this Policy?	7
Who can purchase this Policy?	8
Sum Insured	9
Underinsurance	10
Exclusions, that is, what We do not pay	11
Premium	12
Changes and Cancellation	12
Details of Additional covers (Add-ons) offered with the policy	13
Making a claim	13
This Prospectus	14
Grievances	14
About Our Company	14

ICICI Lombard General Insurance Company Limited
UIN: IRDAN115RP0006V01202021

Prospectus

Introduction

This prospectus gives basic information about the **ICICI Bharat Sookshma Udyam Suraksha** Policy that You can purchase from Us, i.e. the ICICI Lombard General Insurance Company. The **ICICI Bharat Sookshma Udyam Suraksha** Policy provides insurance cover for physical loss or damage to, or destruction of, Insured Property relating to Your business.

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

Important Dos and Don'ts

1.	When You fill up the Proposal Form	• Read the instructions in the proposal form carefully before filling up the filling up the details. • Understand the basis for arriving at the Sum Insured for Building, Plant and Machinery, Furniture, Fixtures, Fittings, Stocks and other Contents before filling up the details. This is given below in this Prospectus under the heading 'Sum Insured'. It is also explained in the Proposal Form. • Make sure You have opted for the correct policy based on the total Sum Insured. • Fill up the proposal form completely and answer all the questions truthfully.
2	During the Policy Period	• Make full disclosure in the proposal and related documents about Yourself and all the Insurable Assets. • Remember, the information You give Us is the basis of Our contract with You. • You must inform Us of any changes in the business premises or if it remains unoccupied for more than 30 days. • Do not allow unauthorised persons to occupy Your premises. • Ensure that all security procedures are in force.

3	When You have a Claim	• Give notice of loss to Us, as required. • Inform the respective authorities, as required. • Make true and full disclosures in Your claim form. • Give all documents supporting the claim • Give full cooperation for inspection and investigation of claim

The Insurance Cover

In this Prospectus, You will find information about the following insurance covers:

1. **Standard Cover**: We cover physical loss or damage, or destruction caused to the building and structures, plant and machinery, stock and other assets relating to Your business. These are the Insured Properties.

   If any Insured Property is lost, damaged or destroyed, We provide cover as follows

Your loss	**Condition**	**We pay, but not more than the Sum Insured**
Any Insure Property is damaged (Partial Loss)	You have repaired such property.	Cost of repairs
If any Insured Stock is damaged (Partial Loss)		Extent of the loss of such Partial Loss
Any Building or Plant and Machinery or Furniture, Fixture, Fittings is completely destroyed (Total Loss)	You have rebuilt the building or reinstated / replaced such property.	Reinstatement /Replacement Value (i.e amount at which the Insured Property can be reinstated or replaced by a similar property, without deducting depreciation)
Stock is completely destroyed (Total Loss)		a) For raw material: Landed Cost at Your Premises, b) For stock in process: Input Cost of the stock at the time of damage, c) For finished stock: the Manufacturing Cost of the finished stock or the **Contract Price** of goods sold but not delivered.
Any Building, Plant and Machinery, Furniture,	You have not	Market Value (Reinstatement

Fixture and Fittings is completely destroyed (Total Loss)	rebuilt the building or reinstated other property.	Value less Depreciation)

i. You must commence the repairs, reinstatement or reconstruction within a reasonable time after the date of damage or destruction. You must complete the repairs or reinstatement within 12 months from the date of damage or destruction or within such time as We may allow.

ii. In all cases, We will not pay more than the relevant Sum Insured.

iii. We will pay only to the extent required to bring the Property to a condition substantially the same as, but not superior, better or more extensive than its condition if it were new on the date it is damaged or destroyed.

iv. You can reconstruct the new building on the same site, or another site. If You reconstruct the new building on another site, We will not pay You more than what We would pay to reconstruct on the same site.

2. **In-built Covers:** Under the Standard Cover, We also pay the following:

	In-built Cover	**Details**
1.	**Additions, alterations or extensions**	Property that You erect, acquire or add during the Policy Period is covered upto 15% of the Sum Insured for that item (excluding stocks).
2.	**Stocks on floater basis**	Loss to stocks located at more than one named location.
3.	**Temporary removal of stocks**	Loss to stock temporarily removed to other premises for fabrication, processing or finishing upto 10% of value.
4.	**Cover for Specific Contents**	Cover for Money upto ₹50,000 (Rupees Fifty Thousand) during the policy period, cover for documents such as deeds, manuscripts, business books, plans, drawings, securities etc. upto ₹50,000 (Rupees Fifty Thousand) during the policy period, cover for computer programmes, information and data upto ₹5 Lakh (Rupees Five Lakh) during the policy period and cover for 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.

5.	**Start-Up Expenses**	Start-up cost incurred by You in respect of insured risk consequent upon a loss or damage due to insured events upto ₹ 1 Lakh (Rupees One Lakh).
6.	**Professional fees**	Reasonable fees of architects, surveyors and consulting engineers upto 5 % of the claim amount.
7.	**Cost for Removal of debris**	Reasonable expenses for removal of debris upto 2 % of the claim amount.
8.	**Costs compelled by Municipal Regulations**	Additional cost of reconstruction of property incurred solely for complying with municipal regulations.

Which unexpected events are covered?

We pay for the physical loss, damage or destruction caused to Insured Property by the following unforeseen events occurring during the Policy Period.

The events covered are given in the Column A and those not covered in respect of these events are given in Column B.

	Column A	**Column B**
	We cover physical loss or damage, or destruction caused to the Insured Property by	**We do not cover** loss or damage, or destruction caused to the Insured Property by
1	Fire, including due to its own fermentation, or natural heating or spontaneous combustion.	caused by a. its undergoing any heating or drying process, or b. burning of Insured Property by order of any Public Authority.
2	Explosion or Implosion	a. caused to boilers, economizers or other vessels, machinery or apparatus in which steam is generated, or their contents, resulting from their own explosion or implosion, or b. caused by centrifugal forces.
3	Lightning	-
4	Earthquake, volcanic eruption, or other convulsions of nature	-
5	Storm, Cyclone,	-

	Typhoon, Tempest, Hurricane, Tornado, Tsunami, Flood and Inundation,	
6	Subsidence of the land on which Your Premises stand, Landslide, Rockslide	caused by a. 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, or e. demolition, construction, structural alterations or repair of any property, or ground works or excavations.
7	Bush fire, Forest fire, Jungle fire,	-
8	Impact damage of any kind, i.e., damage caused by impact of, or collision caused by, any external physical object (e.g. vehicle, falling trees, aircraft, wall etc.)	a. caused by pressure waves caused by aircraft or other aerial or space devices travelling at sonic or supersonic speeds, b. b)caused by vehicle, animal or aircraft belonging to or owned by Insured or their employee while acting in course of employment.
9	Missile testing operations	-
10	Riot, Strikes, Malicious Damages	caused by a. total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind, b. temporary or permanent dispossession, confiscation, commandeering, requisition or destruction by order of the government or any lawful authority, or c. temporary or permanent dispossession of any Building by unlawful occupation by any person.
11	Acts of terrorism (Coverage as per Terrorism Clause attached)	Exclusions as per Terrorism Clause attached.

12	Bursting or overflowing of water tanks, apparatus and pipes,	-
13	Leakage from automatic sprinkler installations.	a. repairs or alterations in the Building in which Your Business is located, b. repairs, removal or extension of any sprinkler installation, or c. defects in the construction known to You.
14	Theft within 7 days from the occurrence of, and proximately caused by, any of the above Insured Events	if it is a. of any article or thing outside Your Premises, or b. of any article or thing attached from the outside of the outer walls or the roof of Your Premises, unless securely mounted.

Example

1. ***Your insured building catches fire. All its doors are opened for fighting the fire. A person takes advantage of the situation and carries away insured electronic equipment. Since this theft follows a fire and is within 7 days of occurrence of the fire, We will pay for Your loss upto the limits of the applicable Sum Insured for that equipment.***
2. ***During riots, a rioter breaks a window of Your shop and takes away articles of value ₹ 35,000. It costs ₹ 20,000 to repair the window. Here the loss is due to theft which occurred within 7 days of occurrence of the riot, which is an insured event. It arose at a time when You were not in a position to protect Your property. We will pay ₹ 35,000 for the loss of articles, and ₹ 20,000 for repairs of the window, but not more than the Sum Insured.***

Standard Add-on cover

You can purchase the following standard Add-on cover under **ICICI Bharat Sookshma Udyam Suraksha** Policy. You must apply for this cover, and pay additional premium, as required.

1. Declaration policy for Stocks

You can opt for a Declaration policy to take care of frequent fluctuations in stocks/ stocks value subject to certain conditions. Read the Policy and understand these conditions.

Which property can be covered under this policy?

This policy covers the following properties in Your premises, that is, the place You carry on Your business. The properties must be located in Your premises, except some properties that You declare, and the Policy covers in special situations. The

ICICI Bharat Sookshma Udyam Suraksha Policy covers the following properties.

1. ***Any building or structure*** *in Your premises where You carry on Your business. It may be a shed, flat, house, unit of a building. It may be made of any material. It includes:*
   i. Basement (if any), all fixtures and fittings permanently attached to the floor, walls or roof like electrical wiring, antennas etc.
   ii. The following 'additional structures' located on Your Premises and used for Your Business, that are shown in the Policy Schedule:
      a. garage, out-houses, security sheds, towers, verandah or porch, tanks, compound walls, retaining walls, fences and gates, internal roads,
      b. lifts, hoists,
      c. solar panels, wind turbines and air conditioning systems, central heating systems, security systems and cameras, electrical installations, fire alarm, fire sprinkler systems, power lines, power installations, or
      d. water, gas and sewage pipeline within the premises
   iii. any other structure shown in the Policy Schedule.

2. **Plant and Machinery**, that is, all equipment, machinery, pipes and cables, spares, computers, servers ***and*** preloaded licensed system software, located within any structure or in the open area of Your premises. It includes
   i. machines under repair,
   ii. machines taken on hire or lease, or any system of purchase of goods,
   iii. foundation, bedding or setting of the machines, or
   iv. accessories of machines.

3. **Stock of goods or merchandise**. It may be:
   i. finished goods, semi-finished goods, stock in process, stock invoiced and ready for dispatch,
   ii. raw materials, packing materials,
   iii. stock accepted for job work for which You are responsible,
   iv. stock held in trust for which You are responsible,
   v. stock in Open in the Insured Premises.

4. **All other assets,** that is, all other tangible property located in Your premises and used for Your business. It includes
   i. Furniture and fixtures, office equipment, telephone equipment, electronic equipment, computers etc,
   ii. canteen and kitchen equipment, gym and permanent sports equipment etc.

Who can purchase this Policy?

1. You can purchase the **ICICI Bharat Sookshma Udyam Suraksha** Policy for the building or structure if
   i. You own it, or occupy it under a lease,
   ii. You occupy it as purchaser under an agreement of sale or lease,
   iii. You are an occupier authorised under any law,
   iv. Your property is occupied by a tenant, a licensee or Your employee, or
   v. You are a tenant under an agreement in writing and are liable to repair it.

2. You can purchase the **ICICI Bharat Sookshma Udyam Suraksha** Policy for **plant and machinery, stock or other property** if
   i. You own it, or use it under a lease in writing,
   ii. You hold it in trust or on commission or are responsible for it,
   iii. You have taken plant and machinery or other contents on hire or lease, or any other system of purchase,
   iv. You have accepted stock for job work for which You are responsible.

3. You **are eligible** to purchase the **ICICI Bharat Sookshma Udyam Suraksha** Policy
   i. if You carry on any business of manufacturing or production of goods, or of providing or rendering services, and
   ii. if You own or are legally responsible for Your business, and
   iii. if the value of all Your insurable assets at one location is NOT more than ₹ 5 Crore (Rupees Five Crore) at the Policy Commencement Date. These include buildings, plant and machinery, stock, and all other assets, even if You have not taken insurance cover for all of them. Insurable assets include all assets which You own, or hold as tenant or occupant, or hold in trust or commission, or are legally responsible for.

4. If the value of all Insurable Assets exceeds ₹ 5 Crore (Rupees Five Crore) during the Policy Period this **ICICI Bharat Sookshma Udyam Suraksha** policy will be replaced with the applicable policy on expiry of this policy.

Sum Insured

1. **The maximum amount:** The maximum amount We pay under this Policy is the total Sum Insured. The maximum amount We pay under this Policy for any cover, or any item, or category or group of items, is the Sum Insured for that cover or item, category or group. The Sum Insured for each cover is as per Policy Schedule

2. Basis of Sum Insured:

   i. For Building, Plant and Machinery, Furniture, Fixture and Fittings and any other contents: Reinstatement Value.

   ii. For Stocks:

      a. For raw material: Landed Cost at Your Premises.

      b. For stock in process: Input Cost of the stock at the time of damage,

      c. For finished stock: the Manufacturing Cost of the finished stock or the Contract Price of goods sold but not delivered and more precisely defined below.

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

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

3. Restoration of Sum Insured:

   If We have paid any loss on Your claim, it reduces the Sum Insured. When We pay You the full Sum Insured for any cover or any item covered, the Policy ends to that extent. If You pay proportionate premium for the unexpired policy period, We will restore the policy to the full original amount of Sum Insured during the Policy Period. This ensures full cover during the period of the policy. However, in case You, immediately on occurrence of loss, exercise Your option not to restore the Sum Insured, the Sum Insured shall stand reduced by the amount of loss.

Example

1. ***If You repair Your air-conditioning tower insured for ₹ 15,00,000 damaged in a fire, and We pay Your claim of ₹ 5,00,000, You can pay proportionate premium for ₹ 5,00,000 for unexpired period in order to take benefit of full cover. If the tower is destroyed, and We pay Your claim of ₹ 15,00,000, the new tower that You install will not be covered under this Policy unless You have paid premium for it.***
2. ***If Your building insured for ₹ 2,00,00,000 is severely damaged and We pay You ₹ 2,00,00,000 under the ICICI Bharat Sookshma Udyam Suraksha Policy for its repair and reinstatement, You will not be covered under this Policy for the new building that You construct, unless You have paid premium for it.***

Underinsurance

Underinsurance waiver upto 15%: This is a special feature of the **ICICI Bharat Sookshma Udyam Suraksha** policy, where We waive underinsurance up to 15%.

The Sum Insured for each item of Insured Property must be sufficient to pay for Reinstatement/Replacement of that Property on the date of loss. If the Reinstatement/Replacement Value of the Insured Property, in totality, including additions, alterations, erections and new acquisitions, is more than the Sum Insured, except to the extent waived i.e 15%, it amounts to underinsurance and will reduce proportionate to the difference, the amount that We will pay for Your claim. Every item of Insured Property is subject to this condition separately.

If at the time of the damage the Sum Insured applying to the relevant Buildings, Plant and Machinery, Furniture, Fixture, Fittings, Stocks and other Contents is less than 85% of the value of Insurable Assets You will be responsible for the difference and You will bear a proportionate share of the loss.

Examples (These examples only demonstrate the effect of underinsurance. Final claim payable may vary due to application of Excess and other policy terms)

1. ***You have taken insurance for a Sum Insured of ₹ 5 Crore. The value at risk of insurable items at the time of loss is found as ₹ 5.5 Crore. There is a loss of ₹ 1 crore. Underinsurance works out to 9 % . Since it is less that 15%, We will consider the full claim of 1 Crore for payment.***
2. ***Your factory has stored stock of finished goods. Its manufacturing cost is ₹ 2.5 Crore. This includes some stock that is older than 6 months. Your I C I C I Bharat Sookshma Udyam Suraksha policy covers stock of finished goods for ₹ 3 Crore. Due to change in raw material price, the manufacturing cost of same amount of stock on the date of loss is ₹ 3.25 Crore. The stock of manufacturing cost ₹ 1 Crore is burnt in fire. Since underinsurance works out to less than 15%, We will consider the full claim of ₹ 1Crore for payment.***
3. ***Your shop has the ICICI Bharat Sookshma Udyam Suraksha Policy. You have insured the structure for ₹ 3 Crore and stock for ₹ 1 Crore. The actual value of structure is ₹ 3.5 Crore and value of stock is ₹ 1.5 Crore. Stock of ₹ 50 Lakh is burnt in a fire. The stock has underinsurance of 33.33% and hence, we could consider Your claim for payment of ₹ 33.33 Lakh only (66.67% of ₹50 Lakh) by applying underinsurance.***

Exclusions, that is, what We do not pay

We do not cover losses or expenses, or any loss, damage to, or destruction of the Insured Property, directly or indirectly as a result of or if caused by or arising from events, stated below:

1. i Excess of ₹ 5,000 (Rupees Five Thousand) for each claim. This means that We will deduct ₹ 5000 for each and every loss suffered by You under the terms of this policy.

   ii For terrorism risk the Excess shall be as per the Clause attached to this policy.
2. Your deliberate, willful or intentional act or omission, or of anyone on Your behalf, or with Your connivance.
3. Loss, damage or destruction to any electrical/electronic machine, apparatus, fixture, or fitting by over-running, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity from whatever cause (lightning included). This exclusion applies only to the particular machine so lost, damaged or destroyed. However, any ensuing loss or damage to other insured property due to operation of an insured peril is covered.
4. Loss, destruction or damage to the stocks in cold storage premises caused by change of temperature.
5. 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 Insured Events.
6. Your Premises or any Insured Building remaining continuously unoccupied for a period of more than 30 days, unless You have obtained prior written approval from Us and such approval is recorded as an endorsement on the Policy.
7. War, invasion, act of foreign enemy hostilities or war-like operations (whether war is declared or not), civil war, mutiny, civil commotion amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
8. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component that is part of it.
9. Pollution or contamination, unless
   i. the pollution or contamination itself has resulted from an Insured Event, in which case only physical damage to the Insured Property is covered, or
   ii. an Insured Event itself results from pollution or contamination.
10. Loss, destruction or damage to bullion or unset precious stones, any curi os or works of art unless such amount is declared separately and recorded in the Policy Schedule.
11. Loss of any Insured Property which is missing or has been mislaid, or its

disappearance cannot be linked to any single identifiable Insured Event.

12. Loss or damage to any Insured Property removed from Your Premises to any other place, except
    i. Machinery and equipment temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding 60 days
    ii. Stock covered under -'Temporary removal of stocks'
13. Any reduction in market value of any Insured Property after its repair or reinstatement.
14. Loss or damage to any Insured Property or any claim which is covered by a marine policy in force at the time of loss or damage, except in excess of the limits of that policy.
15. Any consequential or indirect loss or damage of any description, i.e. losses or extra costs (financial or non-financial) that follow or are a consequence of an Insured Event, like, loss by delay, loss of income or wages or earnings, or of market, or of time, medical expenses, or any costs not covered by this Policy.
16. Costs, fees or expenses for preparing any claims.

Premium

The premium is the amount You pay Us for this insurance. The Policy Schedule shows the amount of premium for the Policy Period and all other taxes and levies. Your policy will commence on payment of premium in full.

Note: Insurer to mention how the premium is arrived at.

Changes and Cancellation

1. Changes during Policy Period.

You can choose to make changes to the covers of this Policy, for example, take additional cover, or increase or reduce any Sum Insured. You must make a proposal or request for any change. It will be effective only after We have accepted Your proposal, and You have paid the additional premium where applicable.

2. Cancellation.

The insured can cancel the policy at any time during the term, by informing the company.

The company can cancel the policy only on the grounds of established fraud, by giving minimum notice of 7 days to the policyholder.

The company shall –

i) refund proportion premium for unexpired policy period, if the term of the policy is upto

one year and there is no claim(s) made during the policy period.

ii) refund premium for the unexpired policy period, in respect of policy with the term more than one year and the risk coverage for such policy years has not commenced.

3. **Policy ends automatically:**
   i. If Your property is lost, destroyed or stolen, or its cost of repair is more than the Sum Insured, and We have paid You the entire Sum Insured for that property and You have decided not to restore the Sum Insured.
   ii. Change of ownership of Your property
   iii. Sale of Your Property

Details of additional covers (add-ons) offered with the policy:

.....

Note: Insurer to mention details, as applicable.

Making a claim

1. If You suffer a loss because of an Insured Event, You must make a claim for Your financial loss at Your cost.
2. When You suffer loss or damage to any Insured Property, You must

   i. give notice to Us immediately along with details of the event and Your loss,
   ii. report to police, fire authorities or other appropriate legal Authorities or as guided by Us,
   iii. take all reasonable steps to prevent further damage to Insured Property,
   iv. You must not sell, give away or dispose of any damaged items of any property,
   v. You must not carry out repairs unless such repairs are urgent and You cannot contact Us,
   vi. preserve and collect evidence, take and preserve photographs,
   vii. assist Us and Our representatives in collecting evidence and details about Your loss, give Us all information, books of accounts, and other documents,
   viii. submit claim form at the earliest opportunity but within 30 days from date You first notice the loss or damage
   ix. prove that the Insured Event has happened, and prove the extent of Your loss.

This Prospectus

This prospectus gives only information. This is not an insurance contract. Each insurance cover is subject to terms and conditions, which You can read in the **ICICI Bharat Sookshma Udyam Suraksha** Policy document. You must read the policy document to know the insurance cover fully. You can get a copy of the **ICICI Bharat Sookshma Udyam Suraksha** Policy from Our branch or from Our website www.icicilombard.com. For legal interpretation the policy document will hold.

Note: Insurer to mention the website details.

Grievances

For resolution of any query or grievance, Insured may contact the respective branch office of the Company or may call toll free no.1800-2666 or may approach us at the sub section "Grievance Redressal" on our website www.icicilombard.com (Customer Support section). However, if the resolution provided by us is not satisfactory you may approach Insurance Regulatory and Development Authority (IRDA) through the Bima Bharosa Portal - https://bimabharosa.irdai.gov.in/ or IRDAI Grievance Call Centre(IGCC) at their toll free no. 1800 4254 732 / 155255.

You may also approach Insurance Ombudsman, subject to vested jurisdiction, for the redressal of grievance. Details of Insurance Ombudsman offices are available at IRDA website: www.irdai.gov.in, or on the Company's website at www.icicilombard.com

About Our Company

ICICI Lombard GIC Ltd. is one of the leading private sector general insurance companies in India with a Gross Written Premium (GWP) of Rs135.92 billion for the year ended March 31, 2020. The company issued over 26.2 million policies and settled over 1.86 million claims as on March 31, 2020.

At ICICI Lombard, customer satisfaction is our motto. Stretching ourselves and going beyond the ordinary for the satisfaction and smiles of our customers is something that is deeply embedded in our DNA. Be it an untoward incident due to the unpredictability of nature or losses suffered due to accidents or medical challenges, we remain committed to be at your side and serve you always.

STATUTORY WARNING PROHIBITION OF REBATES

(Under Section 41 of Insurance Act, 1938)

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

[Provided that acceptance by an insurance agent of commission in connection with a policy of any class of insurance business taken out by himself in relation to risks associated with his own life, health or property shall not be deemed to be acceptance of a rebate of premium within the meaning of this sub-section if at the time of such acceptance the insurance agent satisfies the prescribed conditions establishing that he is a bona fide insurance agent employed by the insurer.]

(2) Any person making default in complying with the provisions of this section shall be liable for a penalty which may extend to ten lakh rupees.

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