



**IFFCO-TOKIO GENERAL INSURANCE CO. LTD**

Regd. Office: IFFCO Sadan, C-1, Distt. Centre, Saket, New Delhi-110017

**ITGI/JBY/02**

**Janata Bima Policy (Micro Insurance) - Policy wording**

This Policy is evidence of the contract between You and ITGI. The Proposal along with any written statement of Yours for the purpose of this Policy forms part of this contract.

This Policy witnesses that in consideration of Your having paid the premium. ITGI will insure Your interest under the Sections specified as operative in the Schedule during the Policy Period and accordingly we will indemnify You in respect of events occurring during the Policy Period in the manner and to the extent set forth in the Policy provided that all the terms, conditions and exceptions of this Policy in so far as they relate to anything to be done or complied with by You have been met.

The Schedule shall form part of this Policy and the term Policy whenever used shall be read as including the Schedule.

Any word or expression to which a specific meaning has been attached in any part of this Policy or of Schedule shall bear such meaning whenever it may appear.

Your Policy is based on information which You have given to us and the truth of these information shall be condition precedent to Your right to any recovery under this Policy.

**DEFINITION OF WORDS**

- 1. Proposal :** It means any signed Proposal by filling up the questionnaires and declarations, written statement and any information in addition thereto supplied to Us by You or on Your behalf.
- 2. Policy :** It means the Policy wording, the Schedule and any applicable endorsement or memoranda. Your Policy contains details of the extent of cover available to You, what is excluded from the cover and the conditions, warranties, provisions on which the Policy is issued.
- 3. Schedule :** It means the latest Schedule issued by Us as part of Your Policy. It provides details of Sections of Your Policy which are in force, and the level of cover You have. A revised Schedule will be sent at each renewal and whenever You request for a change in the cover.
- 4. Endorsement :** It means any alteration made to the Policy, which has been agreed to by Us in writing.
- 5. Sum Insured :** It means the monetary amounts shown against any item or section of the policy.
- 6. We/Our/Us :** It means IFFCO-TOKIO GENERAL INSURANCE COMPANY LIMITED.
- 7. You/Your :** It means the person named as the Insured in the Schedule.



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8. **Market Value** : It means the Replacement Value of insured property or item as new at the time of Damage less due allowance for betterment, wear and tear and/ or depreciation OR the value which can be realized from the market for such insured property immediately before the occurrence of Damage, whichever is lower.

9. **Accident** : It means a sudden, unforeseen and involuntary event caused by external, visible and violent means.

10. **Money** : It means cash, current coins, bank and currency notes, cheques, postal orders, current postage stamps which are not part of a collection and luncheon voucher.

11. **Personal Effects** : It means articles excluding money , jewellery and valuables, which are normally worn, used or carried about by You or Your Family in everyday life.

12. **Unoccupied** : It means not lived in by You, Your Family, Your domestic employee or any other person authorized by You.

13. **Policy Period** : It means the period commencing from the effective date and hour as shown in the Schedule Policy period.

14. **Damage/Damaged** :It means loss or damage of the insured property.

15. **First Loss** : It means the part (percentage) of the total value of property at risk covered under this insurance which represent our maximum liability in the event of any Damage under the Policy. The First Loss value is 50% of the total value at risk for this insurance. The coverage for household goods under Section 1 of the Policy is granted on a 50% First Loss basis.

16. **Loss of Limbs** :It shall mean physical separation of one or more hands or feet or permanent and total loss of use of one or more hands or feet.

17. **Physical Separation** :It shall mean separation of the hand at or above the wrist and/or of the foot at or above the ankle respectively.

18. **Permanent Total Disablement** :The bodily injury which as its direct consequence immediately or in foreseeable future will prevent the Insured Person from engaging in any kind of occupation, profession or business for which the Insured Person is reasonably qualified by education, training or experience.

19. **Terrorism/Terrorist Incident**: Means any actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption, or the commission of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Robberies or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) shall not be considered terrorist activity. Terrorism shall also include any act, which is verified or recognized by the relevant Government as an act of terrorism would seek medical advice or treatment.

20. **Injury** :It means accidental physical bodily harm excluding illness or disease, solely and directly caused by external, violent and visible and evident means which is verified and certified by a Medical Practitioner.



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**21 Renewal** It means the terms on which the contract of insurance can be renewed on mutual consent with a provision of grace period for treating the renewal continuous or the purpose of all waiting periods.

### **22 Reasonable and Customary Charges**

It means the charges for services or supplies, which are the standard charges for the specific provider and consistent with the prevailing charges in the geographical area for identical or similar services , taking into account the nature of the illness / injury involved .

### **23. Contribution**

It means essentially our right to call upon other insurers, liable to the same insured person, to share the cost of an indemnity claim on a rateable proportion of Sum Insured.

## **GENERAL CONDITIONS - (These apply to the whole Policy)**

- 1) **REASONABLE PRECAUTION AND CARE OF PROPERTY** : You shall take all responsible precautions for safety and soundness of insured property and to prevent injury, illness, disease, loss or damage in order to minimize claims.
- 2) **NOTICE** : You will give every notice and communication in writing to Our office through which this insurance is effected.
- 3) **MIS-DESCRIPTION** : This Policy shall be void and all premium paid by you to Us shall be forfeited in the event of misrepresentation, mis- description or concealment/ non-disclosure of any material information.
- 4) **CHANGE IN CIRCUMSTANCES** : You must inform Us, as reasonably possible, of any change in information You have provided to Us about Yourself, Your employee and/ or Your Home which may affect the insurance cover provided e.g. change of address, the period for which the building containing the insured property remains unoccupied, if such period exceeds 30 days, You must also notify Us about any alteration made or change in information as described aforesaid whereby risk of Damage or Accident is increased. In case of such alternation or changes made and not accepted by Us in writing, all covers under this Policy shall cease.
- 5) **CLAIM PROCEDURE AND REQUIREMENTS** : An event, which might become a claim under the Policy, must be reported to Us as soon as possible. A written statement of the claim will be required and a Claim Form will be provided. This written statement of claim along with supporting documentation (estimates, vouchers, proof, investigation report and the like) prepared at your expense along with the particulars of other insurances covering the same risk must be delivered to Us within 15 days of date of Damage. You shall give all possible assistance to enable us to settle or resist any claim or to institute proceeding as deemed suitable by us. An event, which might become a claim under the policy, must be reported to US as soon as possible. In case of death, written notice also of death must, unless reasonable cause is shown, be given before internment/ cremation and in any case, within one calendar month after the death, and in the event of



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loss of sight or amputation of limbs, written notice thereof must also be given within one calendar month after such loss of sight or amputation. A written statement of the claim will be required and a claim form will be provided.

YOU or YOUR personal representative must give immediate written notice but within 14(fourteen) days of occurrence of injury.

6) **CLAIM CONTROL** : a) We are entitled to: (i) enter any building where Damage has occurred and take possession of any property in the building and deal with salvage, but this does not mean that property can be abandoned to Us and We shall not by any act done in exercise or purported exercise of our process hereunder, incur any liability or diminish any of our rights to rely upon any Policy condition while responding to any claim lodged by you. (ii) receive all necessary information, proof of Damage and assistance from You and from any other person seeking benefit under this Policy. (iii) take over and conduct in Your name or in the name of any person seeking benefit under this Policy, defense or settlement of any claim. (iv) take proceedings at Our own expenses and for Our own benefit, but in Your name or in the name of any other person who is claiming or has received benefit, to recover any payment made or due under this Policy. b) No admission, offer, payment or indemnity shall be made or given by You or on Your behalf without Our written consent.

7) **FRAUD** : If a claim is fraudulent on account of fraudulent means or action used by You, Your Family, or Your employee, all benefits and rights under this Policy shall be forfeited.

8) **CONTRIBUTION** : If, when any claim arises, there is any other insurance covering the same matter, We will pay only Our ratable proportion.

9) **CANCELLATION** : We may cancel this Policy by sending 15 days notice in writing by recorded delivery to You at Your last known address. You will then be entitled to pro-rata refund of premium for the un-expired period of this Policy from the date of cancellation, which We are liable to pay on demand., This refund of premium is subject to the condition that no claim has been preferred on Us. The policy can also be cancelled by you sending a written notice to us. The refunds in this case will be on the basis of short period Scales as used for fire insurance by the company.

10) **Arbitration**: If any dispute or difference shall arise as to the quantum to be paid under the policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of the sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 (thirty) days of any party invoking arbitration the same shall be referred to 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 two such 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 difference or dispute shall be referable to arbitration as herein before provided, if we have disputed or not accepted liability under or in respect of this policy. It is understood, however, that the insured shall have the right at all times during currency of the policy to communicate only, with the leading or issuing office in all matters pertaining to this insurance.

11) **REINSTATEMENT OF SUM INSURED** : The Sum(s) Insured of: Section 1 - Fire and Allied Perils, the coverage shall not be reduced by the amount of any Damage but pro-rata premium on the amount of Damage from the date of occurrence of Damage to expiry



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of Policy Period shall be payable by You for reinstatement of Sum insured under Section 1 only. The additional premium referred herein above shall be deducted from net claim amount payable under this Policy .Notwithstanding what is stated above, the Sum Insured shall stand reduced by the amount of Damage in case You immediately on occurrence of the Damage exercise Your option not to reinstate the Sum Insured as above.

12) The Geographical Limit of this Policy will be India. All claims shall be settled in India in Indian Rupees. The provision of this Policy shall be governed by the laws of India for the time being in force. The parties hereto unconditionally subject themselves to the jurisdiction of the Courts in India.

**13. Grievance or Complaint:** You may register a grievance or complaint by visiting our website [www.itgi.co.in](http://www.itgi.co.in) you may also contact the branches from where you have bought the policy or grievance officer who can be reached at our corporate office.

### 14. Free Lookup Period:

- a) You will be allowed a period of at least 15 (fifteen) days from the date of receipt of the policy to review the terms and conditions of the policy and to return the same if not acceptable stating the reasons therein for doing so.
- b) If you have not made any claim during the free look period, then you shall be entitled to :
  - I. A refund of the premium paid less any expenses incurred by us on medical examination of the insured persons and the stamp duty charges or;
  - II. Where the risk has already commenced and the option of return of the policy is exercised by you, a deduction towards the proportionate risk premium for period on cover less any expenses incurred by us on medical examination of the insured persons and the stamp duty charges or;
  - III. Where only a part of the risk has commenced, such proportionate risk premium commensurate with the risk covered during such period less any expenses incurred by us on medical examination of the insured persons and the stamp duty charges.

15. **Renewal:** Renewal shall not be refused unless justified on grounds of fraud, moral hazard or misrepresentation or non-cooperation by the insured, provided, however, that you apply for renewal and remit the requisite premium before the expiry of this policy.

16. **Withdrawal & Alteration of Policy Conditions:** The policy terms and conditions may undergo alteration as per the IRDA Regulation. However the same shall be duly notified to you at least three months prior to the date when such alteration or revision comes into effect by registered post at your last declared correspondence address. The timeliness for revision in terms and rates shall be as per the IRDA Regulation.

A product may be withdrawn with the prior approval of the Authority and information of withdrawal shall be given to you in advance as per the IRDA guidelines with details of options provided by us. If we do not receive your response on the intimation of withdrawal, the existing product shall be withdrawn on the renewal date and you shall have to take a new policy available with us, subject to terms & conditions.

17. **Sum Insured Enhancement:** In case of increase in Capital Sum Insured more than 10% (ten percent) of last year capital Sum Insured at the time of renewal, subject to underwriter's discretion.

18. **Payment of premium:** The premium payable shall be paid in advance before commencement of risk. No receipt for premium shall be valid except on our official form signed by our duly authorized



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official. In similar way, no waiver of any terms, provision, conditions and endorsements of this policy shall be valid unless made in writing and signed by our authorized official.

19. **Protection of Policy Holder's Interest:** in the event of a claim, if the same is found admissible under the policy, we shall make an offer of settlement or convey the rejection of the claim within 30(thirty) days of receipt of all relevant documents and investigation/ assessment report (if required). In case the claim is admitted, the claim proceeds shall be paid within 7(seven) days of your acceptance of our offer. In case of delay in payment, we shall be liable to pay interest at a rate which is 2.0% (two percent) above the bank rate prevalent at the beginning of financial year in which the claim is received by us.

### Insurance Ombudsman

We shall endeavor to promptly and effectively address your grievances.

In the event you are dissatisfied with the resolution of your grievance or complaint, you may approach the Insurance ombudsman located nearest to you. Details of the offices of the ombudsman across the Country is made available on our website [www.itgi.co.in](http://www.itgi.co.in)

14). Upon acceptance of an offer of settlement, the payment of the amount due shall be made within 7 days from the date of acceptance of the offer by the Insured. In cases of delay in the payment, the Insurer shall be liable to pay interest at a rate which is 2% above the bank rate prevalent at the beginning of the financial year in which the claim is reviewed by it.

### WARRANTIES: It is warranted

1. That Our liability in respect of any item specified in the Schedule including any additional costs and expenses payable in connection with that item (unless specifically expressed as being payable in addition to the Sum Insured) shall not exceed the Sum Insured set against such item or in the whole the total Sum Insured or such other sum(s) as may be substituted for it by Endorsement signed by Us or on Our behalf.
2. That whenever Your Home is left Unoccupied, all doors and windows shall be properly secured and all keys for main doors of Your Home shall be either removed from there or handed over to Your authorized person . It is provided that breach of this warranty shall not be a bar to any claim or loss or damage caused other than by Burglary and Dacoity.
3. That the building containing or constituting Your Home is a) maintained in a good and substantial state of repair. b) Occupied by You for residential purpose and not as a manufacturing unit, godown, warehouse or office.

### GENERAL EXCLUSIONS :

**CONFISCATION** -Any Damage due to confiscation, commandeering, requisition, detention or destruction by order of any Government or lawfully constituted authority.

**WEAR AND TEAR** - Damage caused by wear and tear, depreciation and/or gradual deterioration.

**CONSEQUENTIAL LOSS** - Consequential loss of any kind or description including any reduction of market value beyond the cost of repair or replacement.

**EXISTING DAMAGE** -Any damage, injury, accident, disease or illness existing or occurring before cover commences under the Policy. **MATCHING OF ITEMS** - The cost



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of repair or replacement of any undamaged or unbroken item or part of item forming part of a set suit or other articles of uniform nature, color or design when damaged or breakage occurs within a clearly identifiable area or to a specific part and replacement cannot be matched.

### **SECTION 1 : Fire (including earthquake) & Allied Perils and Burglary & Dacoity**

**PROPERTY INSURED** : Dwelling (Building) and household contents (including agricultural produce kept in the house and owned by you).

**PROPERTY NOT COVERED** : We will not be liable for: 1. Articles of hazardous nature, including explosives. 2. Air or water craft, motor vehicles (other than domestic gardening equipment) caravans, trailers whether licensed for road use or otherwise or parts and accessories on or in any of them. 3. Livestock or pets or any other living creature. 4. Jewellery, Stamps, bullions, or unset precious stones. 5. Tree, plants, shrubs or growing matter. 6. Money or Documents.

#### **1. COVERAGE :**

**WHAT IS COVERED** : In the event of Damage directly caused by insured perils listed hereunder and subject to its not being otherwise excluded, We will indemnify You against such Damage to property insured at Your Home. 1. Fire 2. Lightning 3. Explosion / Implosion. 4. Damage caused by an aircraft, other aerial or space devices and articles dropped the reform. 5. Riot, Strike and Malicious Damage: - Loss of or Visible physical Damage by external violent means directly caused to the property insured. 6. Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation. 7. Impact Damage by any rail/road vehicle or animal by direct contact. 8. Subsidence and Landslide including Rockslide: Damage caused by subsidence of the part of site on which the insured property stands or landslide/rockslide. 9. Bursting and overflowing of water tank, apparatus and pipes. 10. Missile testing operations. 11. Leakage from automatic sprinkler installations. 12. Bush Fire. 13. a.) Pollution or contamination which results from a peril mentioned under Items 1 to 12 above. b) Any peril mentioned under Items 1 to 12 above, which results from pollution or contamination. 14. Earthquake. 15. Theft or attempted theft involving violent and forcible entry into or exit from the insured premises, robbery and dacoity.

**WHAT IS NOT COVERED** : We will not be liable for

1. Damage caused to the property insured by a) Its own fermentation, natural heating or spontaneous combustion. b) Its undergoing any heating or drying process.
2. Damage to boilers (other than domestic boilers), economisers or other vessels machinery or apparatus (in which steam is generated) or their contents resulting from their own explosion/ implosion or damages caused by centrifugal force



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3. Damage caused by pressure waves.
4. Damage caused by a) Total or partial cessation of work or the retarding or interruption or cessation of any process or operation or omission of any kind. b) Permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building or prevention of access to the same. c) Theft, larceny or any other such attempt or omission of any kind of any person (whether or not such act is committed in connection with the disturbance of public peace) in any malicious act.
5. Damage by vehicle/animals belonging to or owned by You or Your Family or Your domestic employees.
6. Damages caused by:- a) Normal cracking, settlement or bedding of new structures. b) Settlement or movement of made up ground. c) Coastal or river erosion. d) Defective design or workmanship or use of defective material e) Demolition, construction, structural alteration or repair of any property or ground work or excavation.
7. Damage caused by a) Repairs or alteration to Your Home. b) Repairs, removal or extension of the sprinkler installation. c) Defects in construction known to You.
8. Damage caused by Forest Fire.
9. Damages caused to the insured property by pollution or contamination, other than what is stated under Item 13 of 'What Is Covered'.
10. Damage to any electrical/electronic equipment, machines, apparatus, fixtures, fittings by overrunning, excessive pressure, short-circuiting, arcing, self-heating or leakage of electricity from whatever cause (lightning included), provided that this exclusion will apply only to the particular machine, apparatus, fixtures, fittings so affected and not to other machines, apparatus, fixtures, fittings, which may be damaged by fire so set up.
11. Expenses necessarily incurred by You on Architect, Surveyor and Consulting Engineer's fees and Debris Removal following Damage to property insured by an insured peril in excess of 3% and 1% of the claim amount respectively.
12. Damage to property insured if removed to any building or premises other than in which it is herein stated to be insured.
13. Any Loss or damage occasioned by or through or in consequence directly or indirectly due to volcanic eruption or other convulsions of nature (unless covered specifically through payment of additional premium).
14. As consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, mutiny military or usurped power, confiscation, seizure, capture, assault, restraint, nationalization, civil commotion or loot or pillage in connection herewith.
15. Agricultural produce kept in open.
16. (a) Damage caused by theft without use of force / violence.  
(b) Damage caused by theft or attempted theft by You or any member of Your Family whether as a principal or an accessory.  
(c) Damage caused whilst Your Home remains Unoccupied for more than 30 days in continuation, unless informed to us in advance.
- 17.(a) Damage caused as a result of felling or lopping of trees by You or on Your behalf.  
(b) Damage caused to gates and fences.





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### **SPECIAL PROVISIONS :**

**1. AVERAGE** - The coverage under section 1 of this policy is on First Loss basis (upto 50% of the total value property) as limits stated in the Schedule attached to and forming part of the Policy. In the event of any Damage under the Policy if it is found that the actual Market Value of 50% of the total property at risk exceeds the value (Sum Insured) declared to us, then Our liability is restricted to the same proportion of the Damage as the value (Sum Insured) declared to Us bears to the actual Market Value of 50% of the total property at risk.

**2. CLAIM SETTLEMENT** - In the event of Damage to property insured, We will indemnify You by payment or at Our option by repair, replacement or reinstatement. In case of reinstatement or replacement, We shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner subject to limits of Sum Insured. If We so elect to replace or reinstate any property, You shall at Your own expense furnish Us with such plans, specifications, measurements, quantities and such other particulars as We may require and no acts done or caused to be done by Us with a view to reinstatement or replacement shall be deemed as an election by Us to reinstate or replace.

If in any case We shall be unable to reinstate or repair the property hereby insured because of any regulation(s) in force affecting the alignment of streets or the construction of building or otherwise, We 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.

**3. BASIS OF CLAIM SETTLEMENT** - In the event of Damage to the property insured by insured perils during the currency of Policy, We will pay the full cost of repair or replacement to a condition equal to but not better or more extensive than its condition when new, less due allowance for wear and tear and depreciation. The basis of claim settlement will be the Market Value of the insured property at the time of its Damage.

### **SPECIAL CONDITIONS :**

1. All insurances under this Section of the Policy shall cease on expiry of seven days from the date of fall or displacement of the insured 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 a part, provided such a fall or displacement is not caused by insured perils, damage which is covered by this Policy or would be covered if such building, range of buildings or structure were insured under this Policy.

However, We may agree to continue the insurance subject to revised rates, terms and conditions provided that We have been given express Notice within 7 (seven) days of such fall or displacement of the building.

2. The insurance under this Section does not cover any Damage to the property which at the time of happening of such Damage, is insured by or would, but for the existence of this Policy be insured by a Marine Policy, 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.



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**SECTION 2 : Personal Accident:**

**Sum Insured** : means the monetary amount mentioned in the schedule as Sum Insured which is the limit of indemnity available to any of the Insured Persons severally or jointly and represents Our maximum liability under a claim and all claims in the aggregate in the Period of Insurance.

**What is covered** :-- If following Bodily injury which solely and directly causes Insured Person's death or disablement within 12 months of injury as stated in Table of Benefits, We shall pay to You or Your legal personal representative the sum or sums hereinafter set forth in Table of Benefits.

**What is not covered:--**

1. As consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, mutiny military or usurped power, confiscation, seizure, capture, assault, restraint, nationalization, civil commotion or loot or pillage in connection herewith.
2. Directly or indirectly caused by contributed to by or arising from:
  - (a) Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exclusion, combustion shall include any self sustaining process of nuclear fission.
  - (b) The radioactive, toxic, explosive or the hazardous properties of any nuclear assembly or nuclear component.
- 3) Compensation under more than one of the benefits mentioned in the Table of Benefits in respect of the same period of disablement.
- 4) Any other payment after a claim under any of the benefits under Items 1,2,3 or 4 in the Table of Benefits has been admitted and becomes payable.
- 5) Any payment in case of more than one claim under this Section during any one Policy Period by which Our liability in that period would exceed the sum payable under Benefit 1 of this Section.
- 6) Payment of compensation in respect of death or injury as a direct consequence of
  - a) Committing or attempting suicide or intentional self injury
  - b) Being under influence of intoxicating liquor or drugs
  - c) Engaging in aviation other than travelling as a bonafide passenger in any duly licensed standard type of aircraft anywhere in the world



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- d) Pregnancy or childbirth.
- e) Venereal disease or insanity.
- f) Contracting any illness directly or indirectly arising from or attributable to HIV and/or any HIV related illness including AIDS and/or any mutant derivative or variation of HIV or AIDS.
- g) Committing any breach of law with criminal intent.

TABLE OF BENEFITS	% OF CAPITAL SUM INSURED
1. 1. Death	100
2. a.) Loss of sight (both eyes)	100
b.) Loss of two limbs	100
c.) Loss of one limb and one eye	100
3. a.) Loss of an arm	
i) At the shoulder joint	70
ii) At a point above elbow joint	65
iii) At a point below elbow joint	60
iv) At the wrist	55
b.) Loss of a leg	
i) Above the centre of the femur	70
ii) Upto a point below the femur	65
iii) Upto a point below the knee	60
iv) Upto the centre of tibia	55
v) At the ankle	50
c.) Loss of sight of one eye	50
4. Permanent total and absolute disablement	100

### Documents required in event of a claim

**Section 1: Fire & Allied Perils and Burglary & Dacoity:** a) Copy of this Policy with complete assets list b) Claim Form fully filled up c) Final Survey Report with photos d) Quotation for reinstatement of damages e) Receipt for amount actually incurred by insured. f) F.I.R./F.R. only in case of burglary/dacoity, g) LOS-Letter of Subrogation, h) N.O.C. (No Objection Certificate) from Financer / Principals.

**Section 2 : Personal Accident:** a) copy of this policy; b) Claim form duly filled in; c) FIR & Post-mortem report in case of death claim or doctor's certificate for permanent total disablement;

In case of a claim kindly contact our nearest Bima Kendra ,Lateral Service Centre, Strategic Business Unit or Dial Toll Free No. 1800-103-5499 / 1800-345-3303



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## **Terrorism inclusion endorsement:--**

**Forming part of Policy No:**

Terrorism Damage Cover Endorsement (Material Damage only)

### INSURING CLAUSE

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

For the purpose of this cover, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

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

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

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



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**LOSSES EXCLUDED**

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

1. loss by seizure or legal or illegal occupation;
2. loss or damage caused by:
  - (i) voluntary abandonment or vacation,
  - (ii) confiscation, commandeering, nationalisation, requisition, detention, embargo, quarantine, or any result of any order of public or government authority, which deprives the Insured of the use or value of its property;
3. loss or damage arising from acts of contraband or illegal transportation or illegal trade;
4. loss or damage directly or indirectly arising from or in consequence of the seepage and or discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment;
5. loss or damage arising directly or indirectly from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind;
6. loss or damage arising directly or indirectly from or in consequence of asbestos emission, release, discharge, dispersal or escape or asbestos exposure of any kind;
7. any fine, levy, duty, interest or penalty or cost or compensation/damages and/or other assessment which is incurred by the Insured or which is imposed by any court, government agency, public or civil authority or any other person;
8. loss or damage by electronic means including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon. This exclusion shall not operate to exclude losses (which would otherwise be covered under this Policy) arising from the use of any computer, computer system or computer software



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programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile;

9. loss or damage caused by vandals or other persons acting maliciously or by way of protest or strikes, labour unrest, riots or civil commotion;
10. loss or increased cost occasioned by any public or government or local or civil authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any property insured hereunder;
11. any consequential loss or damage, loss of use, delay or loss of markets, loss of income, depreciation, reduction in functionality, or increased cost of working;
12. loss or damage caused by factors including but not limited to cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service;
13. loss or increased cost as a result of threat or hoax;
14. loss or damage caused by or arising out of burglary, house - breaking, looting, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any action taken in respect of an act of terrorism;
15. loss or damage caused by mysterious disappearance or unexplained loss;
16. loss or damage directly or indirectly caused by mould, mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health;
17. total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.

### LIMIT OF INDEMNITY

The limit of indemnity under this cover shall not exceed the Total Sum Insured given in the Policy Schedule or INR 7500,000,000 whichever is lower. In respect of several insurance policies within the same compound/location with one or different insurers, the maximum aggregate loss payable per compound/location by any one or all insurers shall be INR 7500,000,000. If the actual aggregate loss suffered at one compound/location is more than INR 7500,000,000, the amounts payable under individual policies shall be reduced in proportion to the sum insured of the policies.



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**EXCESS**

0.5% of the sum insured for each and every claim subject to -

- i. a minimum of INR 100,000 and a maximum of INR 100,000,000 (for industrial risks)
- ii. a minimum of INR 25,000 and maximum of INR 1,000,000/- (for non-industrial risks) / a minimum of INR 10,000 and maximum of INR 500,000 (for shops and residences)

**20. Cancellation:**

- a) We may cancel the policy on grounds of fraud, moral hazard or misrepresentation or non-cooperation by you by sending 30(thirty) days notice by registered post to your last known address. You will then be entitled to, except in case of fraud or illegality on your part, a pro-rata refund of premium for unexpired period of this policy in respect of such insured person(s) in respect for whom no claim has arisen.
- b) You may cancel the policy by sending written notice to us under registered post. We will then allow a refund on following scale, except for those insured person(s) for whom claim has been preferred on us under the current policy:

<b>Period of cover up to</b>	<b>Refund of annual premium rate (%)</b>
1(one) month	75% (seventy five percent)
3(three) months	50% (fifty percent)
6(six) months	25% (twenty five percent)
Exceeding six months	Nil