



WITH YOU ALWAYS

## Private Client Group

## Home Secure Policy

### Table of Contents

| <b>Policy Provisions</b>                     | <b>Page No.</b> |
|--|-----------------|
| Insurance Agreement & General Definitions    | 2               |
| Section I Building                           | 6               |
| Section II Contents                          | 14              |
| Section III Breakdown of domestic appliances | 20              |
| Section IV Fine Art & Valuables              | 21              |
| Section V Liability                          | 25              |
| Section VI General Exclusions                | 29              |
| Section VII General Conditions               | 30              |
| Section VIII Endorsements                    | 35              |

## PCG Home Secure Policy

Whereas the Insured described in the schedule hereto (hereinafter called the "Insured") by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to Tata AIG General Insurance Company Limited (hereinafter called the "Company") for the insurance hereinafter contained and has paid the premium stated in the schedule as consideration for such insurance during the period stated in the said schedule or during any further period for which the Company may accept payment for the renewal or extension of this policy.

The Company hereby agrees to indemnify the Insured subject to the terms, conditions, clauses, warranties and exclusions herein contained or endorsed or otherwise expressed hereon for any loss or damage sustained and liability incurred by insured and his family members any time during the period of this Insurance and within the limits stated in the schedule hereto, provided always that the liability of the Company shall in no case exceed the sum insured on each item and in the aggregate

### General Definitions:

In this policy certain words or terms have the specific meanings set out below wherever they appear *italicized* and in Initial Capitals. Where we have used the singular person this shall also include the plural and the male gender shall also include the female gender, where the context so admits.

**Aircraft** means any device used or designed for flight, except model or hobby craft not used or designed to carry people or cargo.

**Bodily Injury** means bodily harm, including resulting sickness or disease, required care, loss of services or death.

**Buildings** means **Your Home**, including any other permanent structures situated on the grounds of your **Home** such as domestic garages and outbuildings, swimming pools, terraces, patios, drives, footpaths, wall fences, gates and the landlord's permanent fixtures and fittings situated as stated in the **Schedule**.

**Business Equipment** means computer equipment, facsimile machines, photocopiers, typewriters, word processors, telecommunications equipment and office furniture.

**Business or Business Purposes** means any full or part time, permanent or temporary, occupation or profession undertaken with a view to profit or gain other than **Incidental business**.

**Collectibles** means private collections of rare, unique or novel items of personal interest (for example, dolls, toy soldiers, model trains), including memorabilia.

**Contaminant** means an impurity resulting from the mixture of or contact of a substance with a foreign substance.

**Contents** means household goods and personal property owned by or in the possession of **You** or a **Family member** for which **You** or a **Family member** are legally liable. If **You** and **Family member** are a tenant, **Contents** includes additions, alterations, installations or fixtures that **You** or a **Family member** paid for or are responsible for at **Your Residence**.

**Damages** means the sum required to satisfy a claim, whether settled or agreed to in writing by **Us** or resolved by judicial procedure.

**Domestic Staff** means any person employed by **You** solely to carry out domestic duties associated with **Your Home**, but does not include any person employed in any capacity in connection with any **Business**, trade or profession other than **incidental business**

**Family, Family Member, Them or They** means **You**, **Your** spouse, **Your** children, **Your** parents, and any other person who normally reside with **You** and is related to **You** by blood, marriage or adoption.

**Fine Arts** mean paintings, etchings, statuary, antiques and other bona fide works of art with historical value or artistic merit.

**Fungi** means any type or form of fungus, including but not limited to, all forms of mould or mildew, and any mycotoxins, spores, scents, vapour, gas, or substance, including any by products, produced or released by fungi.

**Home** means the **Buildings** all located at the address shown in the **Schedule**, owned by **You** or **Your Family** and used solely for domestic purposes by **You** and/or **Your Family** and/or **Your Domestic Staff** that is not a condominium or a cooperative .

**Incidental Business** means an activity that does not produce gross revenues in excess of Rs. 350,000 in any year and does not involve employment of others for more than 1,000 hours in total during the **Policy Period**. **Incidental Business** includes **Residences** listed on the **Schedule** that **You** own and rent to others.

**Insured Person** means:

- a) **You** or a **Family member**, and
- b) any additional **Insured person** named in the **Policy Schedule**.

**Jewellery** means articles of personal adornment containing gemstones, silver, gold, platinum or other precious metals. This also includes watches and set gemstones

**Landscaping** means your trees, lawn, shrubs and other plants not including forestry or brush on the grounds of your **Home**.

**Loss of Limb(s)** means:

- a) in the case of a lower limb, permanent physical severance at or above the ankle or permanent total loss of use of an entire leg or foot; and

b) in the case of an upper limb, permanent physical severance at or above the wrist or permanent total loss of use of an entire hand or arm.

**Loss of Eye(s)** means total and irrevocable loss of sight in one or both eyes

**Market Value** means the value at which property insured could be replaced with one of the same kind, type, age and condition, immediately prior to the time of loss or damage.

**Medical Expenses** means reasonable charges for medical, dental, hospital, surgical, X-ray, prosthetic devices, professional nursing, ambulance, and funeral services.

**Motor** means any mechanically propelled vehicle which requires motor vehicle registration. This includes self-propelled motor homes, motorcycles and attached trailers.

**Occurrence** means:

- a) a loss or an accident, including continuous or repeated exposure to the same general harmful conditions, which occurs during the **Policy Period** and results in **Personal injury** or **Property damage**; or
- b) an offence, including a series of related offences, committed during the **Policy Period** that results in **Personal injury** or **Property damage**.

**Period of Insurance** means the period of time stated in the **Schedule** for which the **Policy** is valid and operative.

**Personal Injury** means the injuries, or death resulting from the following:

- a) **Bodily injury**;
- b) wrongful detention, false imprisonment or false arrest;
- c) shock, emotional distress, mental injury;
- d) invasion of privacy;
- e) defamation, libel or slander;
- f) malicious prosecution;
- g) wrongful entry or eviction; or
- h) assault and battery when committed with the intent of protecting persons.

**Policy** means **Your** proposal, the **Schedule**, **Our** covering letter to **You**, insuring clauses that are appearing in each applicable section, definitions, exclusions, conditions and other terms contained herein and any endorsement attaching to or forming part hereof, either at inception or during the **Period of Insurance**.

**Pollutant** means any solid, liquid, gaseous or thermal irritant or **Contaminant**, including smoke, vapour, soot, fumes, acids, alkalis, chemicals or **Waste**.

**Property Damage** means physical injury to, destruction of, or loss of use of tangible property.

**Public Authority** means any governmental, quasi-governmental organisation or any statutory body or duly authorised organisation with the power to enforce laws, exact obedience, command, determine or judge.

**Residence** means any of the following which is listed on the **Schedule**:

- a) any **Home** or
- b) any other type of **Home You** reside in or
- c) any condominium unit, cooperative, or apartment that you own or reside in

**Schedule** means the sheet/s containing the description of items insured, as stated in the **Policy** and any annexure attached to and forming part of this **Policy**.

**Short Period Rates** means:

|                                    |                        |
|------------------------------------|------------------------|
| For a period not exceeding 15 days | 10% of the annual rate |
| 1 month                            | 15%    "    "          |
| 2 months                           | 30%    "    "          |
| 3 months                           | 40%    "    "          |
| 4 months                           | 50%    "    "          |
| 5 months                           | 60%    "    "          |
| 6 months                           | 70%    "    "          |
| 7 months                           | 75%    "    "          |
| 8 months                           | 80 %   "    "          |
| 9 months                           | 85%    "    "          |
| For a period exceeding 9 months    | The full annual rate.  |

**Sum Insured** means the amount stated in the **Schedule**, which is the most that **We** will pay during the **Period of Insurance**.

**Unoccupied** means not lived in by **You** and **Your Family** or substantially empty of furnishings and contents. However, **Home/Residence** with furnishings and **Contents** not lived in but under due care and supervision of **Domestic Staff**, will not be deemed as unoccupied subject to maximum period of unoccupied not exceeding (30) consecutive days.

**Valuable Article(s)** refers to the personal property **You** own or possess, for which a **Sum Insured** is shown in Fine Art and Valuables section of the **Schedule**.

**Waste** is materials to be disposed of, recycled, reconditioned or reclaimed.

**Watercraft** means a boat or craft designed for use on or over water.

**We, Us, Our or Ours** means the Tata AIG General Insurance Company Limited.

**You, Your, Yours or Yourself** means the person named in the **Schedule** as the **Policy** holder.

## **SECTION I: Building**

### **A. Basis of cover**

This **Policy** covers the loss or damage to the building described in the **Schedule** by the perils specified herein below unless an exclusion applies

#### **I. Fire**

Excluding destruction or damage caused to the property insured by

- a) (i) it's own fermentation, natural heating or spontaneous combustion
- (ii) it's undergoing any heating or drying process.
- b) burning of property insured by order of any Public Authority.

#### **II. Lightning**

#### **III. Explosion/Implosion**

(Excluding loss, destruction or damage)

- a) to the 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 and Terrorism 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 of 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 person (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.

**Exclusion to V - Terrorism Damage Exclusion Warranty:**

Notwithstanding any provision to the contrary within this insurance it is agreed that this insurance excludes loss, damage cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and / or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.

The warranty also excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to action taken in respect of any act of terrorism.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

**VI. Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation**

Loss, destruction or damage directly caused by Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation.

## **VII Impact Damage**

Loss of 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
- 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
- e) demolition, construction, structural alterations or repair of any property or ground works 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 or alterations to the buildings or premises
- b Repairs, Removal or Extension of the Sprinkler Installation
- c Defects in construction known to the Insured.

## **XII. Bush Fire**

Excluding loss, destruction or damage caused by Forest Fire.

## **B. Basis of Settlement: Reinstatement Value**

In the event of the property insured under the stated items 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**

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.

Until expenditure has been incurred by the Insured in replacing or reinstating the property destroyed 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.

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. 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.

### **C. Exclusions:**

This **Policy** does not cover

1 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 a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.

2. Loss, destruction or damage directly or indirectly caused to the property insured by

- a) ionizing 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

3. 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.

4. Loss, destruction or damage to bullion or unset precious stones, curios or works of art for an amount exceeding Rs. 10000/-, manuscripts, plans, drawings, securities, obligations or documents of any kind, stamps, coins or paper money, cheques, books of accounts or other business books, computer systems records, explosives unless otherwise expressly stated in the **Policy**.

5. 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..

6. Expenses necessarily incurred on (i) Architects, Surveyors and Consulting Engineer's Fees and (ii) Debris Removal necessarily incurred 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.

7. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.

8. Loss by theft during or after occurrence of any insured peril except as provided under Riot, Strike and Malicious Damage cover.

9. Any Loss or damage occasioned by or through or in consequence directly or indirectly due to earthquake, volcanic eruption or other convulsions of nature.

10. 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.

#### **D. Special 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 perils, 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 affected 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.

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 15 days' notice to that effect being given to the Insured, in which case the Company shall be liable to repay on demand a ratable 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 as 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 insurances, 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, duplicates or copies thereof, documents, investigation reports (internal/external), proofs and information with respect to the claim and the origin and cause of the fire and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of the liability of the Company as may be reasonably 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 Conditions have been complied with.

(ii) In no case whatsoever shall the Company be liable for any loss or damage after the expiration 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

- a) enter and take and keep possession of the building or premises where the loss or damage has happened.
- b) 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.
- c) keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same.
- d) 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 benefit under the **Policy** or if the loss or damage be occasioned by the willful 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 not more than the **Sum Insured** by the Company thereon. If the Company so elect to reinstate or replace any property the Insured shall at his own

expense furnish the Company with such plans, specifications, 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 ratable 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 ratable 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 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 difference or dispute shall be referable 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 this **Policy** the insurance cover will be maintained to the full extent of the respective *Sum Insured* in consideration of which upon the settlement of any loss under this **Policy**, pro-rata premium for the unexpired period from the date of such loss to the expiry of *Period of Insurance* for the amount of such loss shall be payable by the insured to the Company.

The additional premium referred above shall be deducted from the net claim amount payable under the **Policy**. This continuous cover to the full extent will be available notwithstanding any previous loss for which the company may have paid hereunder and irrespective of the fact whether the additional premium as mentioned above has been actually paid or not following such loss. The intention of this condition is to ensure continuity of the cover to the insured subject only to the right of the company for deduction from the claim amount, when settled, of pro-rata premium to be calculated from the date of loss till expiry of the **Policy**.

Notwithstanding what is stated above, the *Sum Insured* shall stand reduced by the amount of loss in case the insured immediately on occurrence of the loss exercises his option not to reinstate the *Sum Insured* as above.

## Section II: Contents

### A. Basis of Cover

This policy covers **You** against all risks of physical loss or damage to **Your Contents** anywhere in the world unless an exclusion applies.

### B. Payment of a Loss

#### 1. Amount of Cover for **Your Contents**

The most **We** will pay for a covered loss is the lesser of the amount required to repair the damage or the full cost to replace the **Contents** without deduction for depreciation, up to the *Sum Insured* shown on the **Schedule**.

#### 2. How **Your** Excess Applies

The excess shown on the **Schedule** is the amount of a covered loss **You** will pay for each **Occurrence**. For specific situations, a special excess may apply:

#### 3. Special Limits of Liability

a) A single article limit of Rs. 400,000 applies to any covered loss unless insured as a separate item.

b) The limit shown for each of the following categories is the maximum **We** will pay for a covered loss to that type of **Contents**. These special limits do not increase the amount of cover for **Your Contents** or for any item covered elsewhere in this **Policy**:

- |  |            |
|--|------------|
| i. money, banker's drafts, bank notes, postal orders, cheques, gold, silver or platinum, bullion or ingots | Rs. 75,000 |
| ii. sailboards, surfboards, rowing boats and dinghies including their accessories                          | Rs. 75,000 |
| iii. trailers  | Rs. 75,000 |

|  |             |
|--|-------------|
| iv. guns   | Rs. 75,000  |
| v. outdoor items designed to be normally left outdoors including garden furniture, statues and ornaments   | Rs. 200,000 |
| vi. fine arts  | Rs. 400,000 |
| vii. Jewellery, watches, set precious stones or semiprecious stones  | Rs. 200,000 |
| viii. furs   | Rs. 150,000 |
| ix. items of precious metals including silverware, tableware, trays, trophies and similar household articles, other than <b>jewellery</b> , which are made of gold, gold plate, silver, silver plate, pewter or platinum | Rs. 150,000 |
| x. stamps, coins, medals   | Rs. 200,000 |
| xi. crystal, china or porcelain, figurines, statues, sculptures mirrors, wine bottles, glassware and similar items   | Rs. 200,000 |

### C. Additional Covers

These covers are offered in addition to the **Sum Insured** shown on **Your Schedule** unless stated otherwise. **Your** excess applies to these covers unless stated otherwise.

#### 1. Alternative Accommodation

If a covered loss makes **Your Residence** uninhabitable, **We** will cover any reasonable increase in living expenses, other than rent for alternative accommodation, incurred by **You** to maintain **Your** household's usual standard of living. Payment will continue for the shortest reasonable amount of time necessary to restore **Your Residence** to a habitable condition or for **Your** household to permanently locate elsewhere, up to a maximum of twelve months provided **Your Policy** remains in force. This includes accommodation for **Your** domestic pets and horses. If your residence is under construction and you are living in the **Residence** at the time of loss, additional living expenses will cease once you are restored to the condition you were just prior to the loss. We will not pay any interests for loans or increased policy premiums associated with the rebuilding of your **Residence**. However, if prior to the loss you are not living in the **Residence** or have moved because of construction or renovations, then additional living expenses for this location will not apply.

#### 2. Business Equipment

**We** will pay up to Rs.50,000 in total for a covered loss to **Business equipment**, **You** own or lease at a **Residence** listed on the **Schedule**.

#### 3. Data Replacement

**We** will pay up to Rs.20,000 in total for the retrieval or replacement of lost personal or **Business** data as a result of a covered loss to a personal computer or portable computing device that **You** own or lease.

#### 4. Damage to Residence

**We** will pay for the loss or damage to the **Residence** caused during theft or burglary or attempted theft or burglary, up to 10% of the **Sum Insured** for **Contents** or Rs. 50, 000/- whichever is less.

#### 5. Fair Rental Value

If **You** are not able to rent out **Your Residence** or a part of **Your Residence** that **You** own and usually rent to others because of a loss covered by this **Policy**, **We** will pay the fair rental value for the reasonable amount of time necessary to restore **Your Residence** or that part of **Your Residence** to a habitable condition

#### **6. Forced Evacuation**

If **You** are forced by **Public Authority** to evacuate **Your Residence** as a direct result of a covered loss or a reasonable threat of a loss covered by this **Policy**, **We** will reimburse **You** for the reasonable increase in **Your** living expenses necessary to maintain **Your** household's normal standard of living for up to thirty (30) days. **We** also cover any loss in fair rental value for up to thirty (30) days if **Your Residence** is rented to others

#### **7. Food Spoilage**

**We** will pay up to Rs. 25,000 in total for loss of food caused by spoilage due to a temperature change in a refrigerator or freezer caused by an interruption of the power supply, or due to the mechanical breakdown of refrigeration equipment at any **Residence You** live at or own.

These payments do not increase the **Sum Insured** for **Contents**.

#### **8. Landscaping**

**We** will pay up to 5% of the coverage limit for the **Home** or if **Home** coverage is not available, 5% of the coverage limit for the **Contents** at the **Residence** at which the covered loss occurs but no more than Rs. 100,000 for any tree, shrub or plant. **Landscaping** does not include forestry or brush.

**We** will pay only for losses caused by;

- a. Aircraft
- b. Fire, lightning or explosion
- c. Riot or Civil Commotion
- d. A vehicle not owned or operated by someone who lives at the **Residence**
- e. Theft, attempted theft, vandalism or malicious mischief

This additional coverage applies only if you repair or replace the damaged

**Landscaping** within 180 days of the date of loss.

#### **9. Lock Replacement**

**We** will pay for the cost of replacing the locks in a **Residence** listed on the **Schedule** if the keys to that **Residence** are lost or stolen.

**Your** excess does not apply to this cover.

#### **10. Loss of Passport, Driving License, Work Permit, Residence Permit, or any other official identification document**

**We** will pay up to Rs. 10,000 to reimburse the cost of making a duplicate passport, driving license, work permit, **Residence** permit, base pass or any other official identification document which is/are accidentally damaged or lost while within India and while temporarily elsewhere in the world for not more than 90 days in the **Policy Period**.

#### **11. Newly Acquired Items**

**We** cover **Your** newly acquired **Contents** provided **You** already have a **Sum Insured** shown in **Your Schedule** in the category that the newly acquired **Contents** would be insured under. The most **We** will pay is as shown in the **Schedule** for a covered loss



For appropriate cover under this **Policy**, **You** must request cover for all newly acquired **Contents** within the first sixty (60) days after **Your** acquisition, and pay any additional premium from the date acquired **We** reserve the right not to insure the newly acquired **Contents** once sixty (60) days after the acquisition of such items has elapsed.

#### **12. Precautionary Repairs**

After a loss covered by this **Policy**, **We** will pay the reasonable expenses, **You** incur for necessary repairs to protect **Your Residence** against further loss.

These payments do not increase the amount of **Your** cover.

#### **13. Property of Domestic Staff and Guests**

**We** will pay up to Rs. 50,000 to cover the personal property of **Your Domestic Staff** and guests while it is on the premises of any **Residence** listed on the **Schedule**. But **We** do not cover **Jewellery**, money or items of similar nature.

These payments do not increase the amount of **Your** cover and only applies in excess of any other insurance cover in force

#### **14. Property Removal for Safekeeping**

**We** will pay for any reasonable expenses incurred for the moving and storing of **Contents** from a **Residence** because the **Contents** are in danger as a result of a covered loss.

### **D. Exclusions:**

The following exclusions apply to Section II – **Contents of Your Policy**.

#### **1. Aircraft**

We do not cover any loss or damage to aircraft or aircraft parts

#### **2. Building Works**

In addition to the general conditions found in General Conditions the following also applies:

For the avoidance of doubt, it is a condition precedent to liability under this policy that you notify us of any planned or ongoing renovations (which shall improve any building work) to the **Home** listed in the policy schedule with a value that exceeds Rs 2,500,000 and/or necessitates you vacating the **Home** (which shall include leaving the **Home** substantially empty of furnishings and contents)

The requirement for you to notify us of any renovations and/or vacation of the **Home** (as specified above) applies during the policy period. In the event that you do not notify us of such renovations and/or vacation of the **Home** (as specified above) we reserve all of our rights under the policy to either charge you additional premium, or refuse to cover any loss relating to such renovations and/or vacation of the **Home**, or to terminate the policy.

#### **3. Business Property**

**We** do not cover any loss or damage to business property unless it is business equipment covered as an additional cover under Section II - **Contents** of this **Policy**

#### **4. Confiscation**

**We** do not cover any loss or damage caused by the delay, detention, destruction, confiscation or seizure by any government or **Public authority**.

### **5. Dishonest Acts**

**We** do not cover any loss or damage caused by any dishonest or criminal act by or at the direction of **You** or a **Family member**.

### **6. Existing Damage**

**We** do not cover any loss or damage which occurred prior to the **Policy** period.

### **7. Faulty, Inadequate or Defective Planning**

**We** do not cover any loss or damage caused by faulty, inadequate or defective:

- a) planning, development, surveying, siting;
- b) design, specifications, workmanship, repair, construction, renovation, remodelling, grading, compaction;
- c) materials used in repair, construction, renovation or remodelling; or
- d) maintenance;

of part or all of any property whether on or off the **Residence**.

However, this exclusion does not apply to ensuing covered loss unless another exclusion applies.

### **8. Gradual Deterioration, Breakdown, Wear and Tear**

**We** do not cover any loss or damage caused by:

- a) Wear and tear, gradual deterioration;
- b) inherent vice, latent defect, mechanical or electrical breakdown; or
- c) warping or shrinkage, rust or other corrosion, Wet or dry rot.

However, this exclusion does not apply to ensuing covered loss unless another exclusion applies.

### **9. Intentional Acts**

**We** do not cover any loss or damage deliberately caused by **You** or a family member.

### **10. Loss by Rodents, Insects, Birds, Vermin or Domestic Pets**

**We** do not cover any loss or damage caused by rodents, insects, birds, vermin or domestic pets. However, this exclusion does not apply to ensuing covered loss unless another exclusion applies.

### **11. Matching Items**

**We** do not cover the cost of replacing any undamaged items forming a part of a matching set or articles or suite of furniture

In the event that a claim arises for loss of or damage to an article constituting one of an insured pair the amount payable under this **Policy** shall be calculated as though the article had been separately insured at pro-rata of the value of the pair or set

The above matching items exclusion does not apply if the item or items have been insured under Benefit - Fine Art and Valuables of this **Policy**.

### **12. Misappropriation**

**We** do not cover any loss or damage caused by the taking or other misappropriation of **Contents** from **You** or a family member by **You** or a family member.

### **13. Motorised Land Vehicles**

**We** do not cover any loss or damage to motorised land vehicles including their equipment and accessories or any electronic devices designed to be operated solely by power from the electrical system of that vehicle.

However, this exclusion does not apply to loss or damage to vehicles not subject to motor vehicle registration which are:

- a) used to service any **Residence You** own or live at;
  - b) designed to assist the handicapped; or
  - c) designed for recreational use off public roads,
- unless another exclusion applies.

#### **14. Pollution or Contamination**

**We** do not cover any loss or damage, directly or indirectly, and regardless of any cause or event contributing concurrently or in any sequence to the loss, caused by the discharge, dispersal, seepage, migration or release or escape of **Pollutants**. **We** do not cover the cost to extract **Pollutants** from land or water, or the cost to remove, restore or replace polluted or contaminated land or water.

However, this exclusion does not apply to loss or damage caused by the escape of oil from any fixed domestic heating installation, other than loss or damage to land or water unless another exclusion applies.

#### **15. Renovations and Repairs**

**We** do not cover loss or damage caused by renovating, refinishing, cleaning or repairing any kind of **Contents**.

#### **16. Structural movement**

We do not cover loss, destruction or damage caused by

- 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. demolition, construction, structural alterations or repair of any property or ground works or excavations

#### **17. Temperature or Dampness**

**We** do not cover any loss or damage caused by extremes of temperature, dampness or dryness of atmosphere, or water vapour to **Your Contents**

However, this exclusion does not apply to loss or damage caused directly by rain unless another exclusion applies.

#### **18. Tenant's Property**

**We** do not cover any loss or damage to property of lodgers, boarders, or other tenants.

#### **19. Trace and Access**

We do not cover the cost to locate and rectify the source of escape of water or oil from any fixed tanks, apparatus or pipes.

#### **20. Unsuitable Transportation and Packing**

**We** do not cover any loss or damage to any item during transit outside the city limit where your **Residence** is located, which is not suitably packed and secured relative to its value and the method of transportation.

## 21. Watercraft

**We** do not cover any watercraft other than those described under Section B -Payment of Loss Special Limits of Liability (3b ii) In addition, **We** do not cover any loss or damage caused by the stranding, swamping or sinking of a covered watercraft, its trailer or outboard engine.

**We** also do not cover any loss caused by collision of a covered watercraft other than collision with a land vehicle unless another exclusion applies.

## 22. Unoccupied Home/Residence

We do not cover loss or damage while **Your Home/Residence** is **Unoccupied** unless notified in advance and agreed by us.

## 23. Consequential Loss

We do not cover any consequential loss or legal liability of any kind.

In any action suit or other proceedings where the Company alleges that by reason of the above provisions any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered, shall be upon the Insured.

## Section III: Breakdown of Domestic Electrical and Electronic Appliances

### A. Basis of Cover

This section of **Your Policy** covers **You** against repair costs (both parts and labour) occasioned by the unforeseen and sudden mechanical and/or electrical breakdown of **Your** domestic electrical and electronic appliances specified in the **Schedule**.

### B. Exclusions

**We** will not make any payment under this Section in respect of:

- a. the cost of repair associated with any malfunction for which the manufacturer or supplier of the domestic appliances is responsible;
- b. the cost of repair associated with an item for which cover is available under any other operative section of this **Policy**;
- c. the cost of repair associated with breakdown occasioned by natural Wear and tear;
- d. the cost of repair associated with accidental loss or damage to **Your** domestic appliances;
- e. the cost of repair associated with any appliances that has been modified in any manner or is used for **Business or Business Purposes**;
- f. the cost of repair associated with loss or damage caused by or in the process of erection, cleaning, maintenance, repair, dismantling;
- g. loss or damage caused by atmospheric or climatic changes, moths, insects, and vermin;

- h. the cost of repair associated with the detention, seizure or confiscation by **Public Authorities** of **Your** domestic appliances;
- i. the cost of repair associated with the misuse of or use other than in accordance with manufacturer's recommendation of **Your** domestic appliances;
- j. the cost of repair associated with defects in wiring or electrical connections that are not an integral part of **Your** domestic appliances;
- k. any amount exceeding the **Sum Insured** for each and every claim and for all claims.
- l. the first 1% of **Benefit Sum Insured** or Rs. 1000, whichever is the greater of each and every claim.
- m. loss or damage to records, discs, cassettes or tapes;

**1) Special Conditions Applicable to this Section in Addition to the General Conditions**

- a) If the part required for the repair or replacement of the domestic appliances is not readily available in India, **We** may, in our sole and absolute discretion, instead pay either:
  - i) the price for the part quoted in the latest catalogue or price list issued by the manufacturer or his agent in India, or
  - ii) if no such catalogue or price list exists, the price for such part quoted by the manufacturer in its country of origin plus the relevant import duty, and, in either case, the reasonable cost of fitting such part.
- b) In the case of a total loss **Our** payment to **You** will be reduced by depreciation calculated at 10% per annum from the date of manufacture of the television set, subject to maximum depreciation of 50% of the replacement cost of the picture tube.
- c) In all other cases involving replacements of parts our payment to **You** will be reduced by depreciation calculated at 5% per annum from the date of manufacture of the appliances subject to maximum depreciation of 50% on the parts replaced.

**Section IV – Fine Art and Valuables**

**A. Basis of Cover**

This section of **Your Policy** covers you against all risks of direct physical loss or damage to **Valuable articles** anywhere in the world unless stated otherwise in the **Policy** or an exclusion applies.

The **Sum Insured** for each category of **Valuable articles**, and for each **Scheduled** item, is shown in **Your Schedule**

## **B. Payment of a Loss**

### **1. Payment for Specified Items and Unspecified Items**

#### **a) Specified Items**

i. Total Loss.

For a covered loss to an item listed in **Your Schedule** of items, **We** shall pay the **Sum Insured** for that item if it is lost or damaged beyond repair.

ii. Partial Loss

If only part of the specified item is lost or damaged, **We** shall pay the lesser of:

- a. The full amount to restore the item to its condition immediately before the loss or
- b. The amount of scheduled coverage for that item

However, if the **Market value** of the scheduled item immediately before the loss exceeds the amount of scheduled coverage for that item or the **Market value** of the item after restoration, **We** will pay its **Market value** up to 150% of the amount scheduled. The most **We** will pay in any one loss is the policy limit per item.

#### **b) Unspecified Items**

**We** shall pay the amount required to repair or replace the property, whichever is less, without deduction for depreciation, for a covered loss to **Valuable articles** with unspecified cover as shown in the **Schedule**. If after the restoration the **Market value** of the item is less than its **Market value** immediately prior to the loss, **We** shall pay the difference. **We** will not pay more than the single article limit as shown in the **Schedule**, or, in the absence of a per item limit, **We** will not pay more than the amount of unspecified coverage for that category

### **2. Payment for a Pair or Set**

For a covered loss to a pair or set, **You** may elect to:

- a) repair or replace any part to restore the pair or set to its value immediately before the loss;
- b) be paid the lesser of:
  - 1) The difference between **Market value** of the pair or set immediately before and after the loss; or
  - 2) The difference between the amount of coverage and the **Market value** of the pair or set after the loss.
- c) Surrender the undamaged items of the pair or set to us, in which case you will be paid the lesser of
  - 1) The amount of the blanket coverage of the pair or set: or
  - 2) The market value of the pair or set immediately prior to the loss.

In no event shall payment exceed the **Sum insured** for that pair or set or the unspecified single article limit as shown in the **Schedule**

### **3. How Your Excess Applies**

The excess shown on the **Schedule** is the amount of a covered loss **You** will pay for each **Occurrence**. For certain categories an excess may apply. This will be shown on **Your Schedule** for each category to which it applies

### C. Additional Covers

These covers are offered in addition to the **Sum Insured** shown on **Your Schedule** unless stated otherwise. **Your** excess applies to these covers unless stated otherwise.

#### 1. Newly Acquired Items

**We** cover **Your** newly acquired **Valuable articles** provided **You** already have a **Sum Insured** shown in **Your Schedule** in the category that the newly acquired **Valuable article** would be insured under. The most **We** will pay is Rs.4,000,000 or 25% of the *sum insured for the category* whichever is less, as shown in the schedule for a covered loss. For appropriate cover under this **Policy**, **You** must request cover for all newly acquired **Valuable articles** within the first sixty (60) days after **Your** acquisition, and pay any additional premium from the date acquired. **We** reserve the right not to insure the newly acquired **Valuable articles** once sixty (60) days after the acquisition of such items has elapsed.

### D. Exclusions

The following exclusions apply to SECTION IV, Fine Art and Valuables, of **Your Policy**:

#### 1. Chemical Hazards

**We** do not cover any loss caused by any chemical, biological, bio-chemical or electromagnetic contamination whether controlled or uncontrolled or however caused.

#### 2. Collectibles

**We** do not cover any loss to **Collectibles** including stamps and coins:

- a) caused by fading, thinning, colour transfer, creasing, denting, handling, scratching, tearing, aridity, dampness, or temperature extremes; or
- b) caused during use other than as a **Collectible**.

#### 3. Confiscation

**We** do not cover any loss or damage caused by or resulting from the nationalization, requisition, destruction, confiscation of or damage to property by or under the order of any government or public or local authority.

#### 4. Consequential Loss

**We** do not cover any consequential loss or legal liability of any kind

#### 5. Dishonest Acts

**We** do not cover any loss or damage caused by any dishonest or criminal act by, or at the direction of **You** or a **Family member**.

#### 6. Existing Damage

**We** do not cover any loss or damage which occurred prior to the **Policy** period.

#### 7. Gradual Deterioration, Breakdown, Wear and Tear

**We** do not cover any loss or damage caused by:

- a) wear and tear, gradual deterioration;
- b) inherent vice, latent defect, mechanical or electrical breakdown;
- c) warping or shrinkage, rust or other corrosion, smog, wet or dry rot; or
- d) vermin, rodents, birds, insects or domestic pets

However, this exclusion does not apply to ensuing covered loss unless another exclusion applies.

#### **8. Intentional Acts**

**We** do not cover any loss or damage deliberately caused by **You** or a **Family member**.

#### **9. Jewellery in the Bank**

**We** do not cover any loss to specified jewellery described in the **Schedule** as "Jewellery in Bank" while these items are out of a bank vault, unless **We** agree in advance that **We** will cover them.

#### **10. Jewellery in the Safe**

**We** do not cover any loss to specified jewellery described in the **Schedule** as "Jewellery in Safe" while these items are out of a safe or strong room located within the **Residence**, unless **We** agree in advance that **We** will cover them.

#### **11. Loss by Rodents, Insects, Birds, Vermin or Domestic Pets**

**We** do not cover any loss or damage caused by rodents, insects, birds, vermin or domestic pets. However, this exclusion does not apply to ensuing covered loss unless another exclusion applies.

#### **12. Misappropriation**

**We** do not cover any loss or damage caused by the taking or other misappropriation of fine art from **You** or a **Family member** by **You** or a **Family member**.

#### **13. Pollution or Contamination**

**We** do not cover any loss or damage, directly or indirectly, and regardless of any cause or event contributing concurrently or in any sequence to the loss, caused by the discharge, dispersal, seepage, migration or release or escape of **Pollutants**. **We** do not cover the cost to extract **Pollutants** from land or water, or the cost to remove, restore or replace polluted or contaminated land or water.

However, this exclusion does not apply to loss or damage caused by the escape of oil from any fixed domestic heating installation, other than loss or damage to land or water unless another exclusion applies.

#### **14. Professional Use**

**We** do not cover loss or damage to any **Valuable articles** held or used for any trade or profession

#### **15. Repair and Restoration**

**We** do not cover any loss or damage to **Valuable articles** caused by or resulting from repair, restoration, or retouching commissioned by **You**.

#### **16. Shipments by mail**

**We** do not cover any loss caused during shipment by mail including courier unless agreed to in advance by Us. This exclusion does not apply to shipments with a value less than Rs. 200,000.



### 17. Structural movement

**We** do not cover Loss, destruction or damage caused by

- 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) demolition, construction, structural alterations or repair of any property or ground works or excavations

### 18. Temperature or Dampness

**We** do not cover any loss or damage caused by extremes of temperature, dampness or dryness of atmosphere, or water vapour to **Your Contents**.

However, this exclusion does not apply to loss or damage caused directly by rain unless another exclusion applies.

### 19. Unsuitable Transportation and Packing

**We** do not cover any loss or damage to any item during transit, which is not suitably packed and secured relative to its value and the method of transportation.

### 20. Unoccupied Home/Residence

**We** do not cover loss or damage while **Your Home/Residence** is **Unoccupied** unless notified in advance and agreed by us.

## SECTION V – Liability

### A. Basis of Cover

**We** will pay **Damages You** are legally obligated to pay for **Personal injury** or **Property damage** caused by an occurrence covered by this **Policy** anywhere in the world, unless stated otherwise or an exclusion applies.

### B. Payment of a Loss

The most **We** will pay for all claims for **Personal injury** and **Property damage** as a result of any one **Occurrence** is the liability **Sum Insured** shown in **Your Schedule**. This insurance applies separately to each **Insured person** against whom a claim is made or lawsuit is brought, but **We** will not pay more than the limit shown in **Your Schedule** for any single **Occurrence** regardless of the number of **Insured persons**, claims made or persons injured.

Payments under Defence Cover, except a settlement payment, are in addition to the liability **Sum Insured** shown in **Your Schedule**.

### C. Defence Cover

**We** will pay the legal defence costs and legal expenses incurred by **You** with our prior written consent. In jurisdictions where **We** may be prevented from defending **You** for a covered loss because of local laws or other reasons, **We** will pay only those legal defence expenses incurred with our prior written consent for **Your** defence.

Our duty to defend any claim or suit arising out of a single **Occurrence** ends when the amount **We** have paid in damages for that **Occurrence** equals the liability cover limit shown on the **Schedule** of this **Policy**.

## D. Additional Covers

In addition to **Damages** and legal defence costs, **We** also provide related covers. These payments are in addition to the **Sum Insured** for **Damages** and legal defence costs unless stated otherwise or an exclusion applies.

### 1. Credit Cards, Forgery, and Counterfeiting

**We** will pay up to total of Rs. 250,000 for:

- a) any amount **You** or a family member are legally obligated to pay resulting from:
  - i. theft or loss of a bank card or credit card issued in **Your** or a **Family members** name; or
  - ii. loss caused by forgery or alteration of any cheque or negotiable document.

A loss will not be covered unless all the terms for using the card, cheque or negotiable document are complied with.

- b) loss caused by accepting in good faith any counterfeit paper currency.  
At our option **We** may defend a claim or suit against **You** or a **Family member** for forgery, counterfeiting or for loss or theft of a bank card or credit card.

These payments are in excess of any other insurance cover in force.

### 2. Golf Exposures

**We** provide cover for **You** or a **Family member** for the following additional expenses incurred whilst playing golf or participating in activities at a golf club unless otherwise stated or an exclusion applies. This cover applies worldwide.

- a) Third Party Damage

**We** cover all **Property damage** caused by **You** to property owned by others, irrespective of legal liability.

- b) Personal Accident

In the event that **You** or a **Family member** suffers bodily injury whilst playing golf, which results in Death, or loss of limb(s) or eye(s), **We** will pay **You** or a **Family member** Rs. 1,000,000 unless a lower amount is stipulated by law. In the event of a death, this benefit will be paid to the nominee/assignee.

**We** will not pay more than Rs. 1,000,000 for any one **Occurrence** and in aggregate and the death or loss of limb(s) or eye(s) must occur within twelve (12) months of the date of the **Occurrence**.

- c) Hole in One

**We** will pay up to Rs. 50,000 for expenses incurred as a result of a "hole-in-one" achieved by **You** or a **Family member** during an official competition round. Official certification from **Your** club or the competition secretary must be submitted as proof in the event of a claim.

### 3. Domestic Helpers

- a) **We** will indemnify **You** against compensation and litigation expenses (incurred with **Our** prior written consent), which **You** may become legally liable to pay to **Your Domestic Staff** under the Fatal Accidents Act 1855, Workmen's Compensation Act 1923 or any amendment thereto or common law subject to the **Sum Insured**.

- b) **We** will pay the sums shown below, should a **Domestic staff** employed by **You** sustain accidental **bodily injury** during the course of employment and **Policy Period**:

- a) medical expenses Rs. 150,000

b) repatriation expenses Rs 125,000

**We** will not pay for any claim arising from any of the following:

- i) hazardous pursuits and occupations;
- ii) intoxicating liquor or drugs;
- iii) self inflicted injury or illness; or
- iv) persons above the age of 65 unless specifically declared and accepted by **Us** or below the age of 18 at the time of the incident;

#### **E. Exclusions:**

This **Policy** does not provide cover for liability, defence costs or any other cost or expense for:

##### **1. Aircraft**

**Personal injury** or **Property damage** arising out of the ownership, maintenance, use, loading, unloading, or towing of any aircraft.

However, this exclusion does not apply to **Personal injury** or **Property damage** arising out of the ownership, maintenance, use, loading, unloading, or towing of any aircraft chartered by **You** with qualified and professional crew and operated solely by licensed pilots

##### **2. Asbestos**

For claims and losses based upon, arising out of, directly or indirectly resulting from, in consequence of, or any way involving asbestos.

##### **3. Business Pursuits**

**Personal injury** or **Property damage** arising out of **Your** business pursuits, investment activity or any activity intended to generate a profit for an insured person or others.

However, this exclusion does not apply to:

- a) voluntary work for an organised and registered charitable, religious or community group; or
- b) incidental business activity.

##### **4. Care, Custody or Control**

**Property damage** to property owned by, rented to, occupied or used by, or in the care, custody or control of an insured person to the extent that the insured person is required by contract to provide insurance. This exclusion does not apply to **Property damage** caused by fire, smoke or explosion.

##### **5. Contractual Liability**

**Personal injury** or **Property damage** arising from contracts or agreements, whether written or unwritten, unless liability would have existed without the contract or agreement.

##### **6. Directors' Errors or Omissions**

**Personal injury** or **Property damage** arising out of any **Insured person's** acts, errors or omissions as an officer or member of the board of directors of any corporation or organisation. This exclusion does not apply to bodily injury or **Property damage** arising out of an **Insured person's** actions for a non-profit making corporation or organisation unless another exclusion applies.

##### **7. Discrimination**

**Personal injury** arising out of actual, alleged or threatened discrimination or harassment due to age, race, national origin, colour, sex, creed, handicapped status, sexual preference or any other discrimination.

## **8. Financial Guarantee**

**We** do not cover any house for an **Insured person's** guarantee of financial performance of any organisation, insured person or other individual.

## **9. Fungi**

**Personal injury** or **Property damage** arising directly or indirectly, in whole or in part, out of the actual or alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any **Fungi**.

However, this exclusion does not apply to **Personal injury** or **Property damage** arising out of **Fungi** that are on, or contained in, a good or product intended for consumption.

## **10. Fine and Penalties**

For claims arising out of fines, penalties, punitive or exemplary damages or any other damages resulting from multiplication of compensatory damages.

## **11. Insured Person**

**Personal injury** sustained by **You, Insured person** or a **Family member** under this **Policy**.

## **12. Intentional Acts**

**Personal injury** or **Property damage** resulting from any criminal, wilful, intentional or malicious act or omission by an insured person. **We** also will not cover claims for acts or omissions of an insured person which are intended to result in, or would be expected by a reasonable person to cause, property damage or personal injury. This exclusion applies even if the injury or damage is of a different kind or degree, or is sustained by a different person, than expected or intended.

However, this exclusion does not apply to bodily injury if the **Insured person** acted with reasonable force to protect any person or property.

## **13. Motorised Land Vehicles**

**Personal injury** or **Property damage** arising out of the ownership, maintenance, use, loading or unloading of any motorised, land or mechanically propelled vehicle. This exclusion does not apply to:

- a) golf buggies;
- b) quad bikes or motorcycles of under 51cc used within the grounds of a location listed on the **Schedule**;
- c) garden equipment used for domestic purposes;
- d) a motorised land vehicle laid up at **Your Residence**; or
- e) a vehicle for use by a disabled person that does not require registration for the road;

unless being used for racing or time trials

## **14. Professional Services**

**Personal injury** or **Property damage** arising out of an **Insured person's** performing or failure to perform professional services for which any **Insured person** is legally responsible or licensed.

## **15. Sexual Molestation or Corporal Punishment**

**Personal injury** arising out of any actual alleged or threatened:

- a) sexual molestation, misconduct or harassment
- b) corporal punishment or
- c) sexual, physical or mental abuse.

## **16. Statutory Provision**

**Personal injury** or **Property damage** arising out of deliberate, wilful or intentional non-compliance of any statutory provision.

### **17. Transmittable Diseases**

**Personal injury** resulting directly or indirectly from any illness, sickness or disease transmitted intentionally or unintentionally by an insured person to anyone. **We** do not cover any damages for any threat of exposure or any consequences resulting from that illness, sickness, or disease.

### **18. Watercraft**

**Personal injury** or **Property damage** arising out of the ownership, maintenance, use, operation, loading or unloading of any watercraft:

a: that is twenty-six (26) feet or more in length or twenty five (25) or more horsepower and which is owned by **You** or a **Family member** or lent or rented to **You** or a **Family member** for longer than thirty (30) days.

b: Used for any business or commercial purpose: or

c: Used for participation in or practice for competitive racing (except for sailboats less than 26 feet in length).

### **19. Wind Powered Land Vehicles**

**Personal injury** or **Property damage** arising out of the ownership, maintenance, use, loading or unloading of any wind powered land vehicle.

### **20. Wrongful Termination**

**Personal injury** arising out of wrongful termination of employment.

## **Section VI – General Exclusion:**

### **1. War**

**We** do not cover loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, mutiny, military or usurped power, seizure, capture, arrests, restraints and detainment by the order of any Government or any other authority.

Confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

**We** will also not pay for loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to above.

### **2. Radioactive, Chemical or Biological Contamination**

**We** do not cover any loss or damage, directly or indirectly caused by:

a) radioactivity or ionizing radioactive contamination from nuclear fuel or nuclear waste arising from burning nuclear fuel;

b) the radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment; or

c) the use of a chemical or biological weapon

### **3. Nuclear Hazard**

**We** do not cover any loss or damage caused directly or indirectly by nuclear hazard. "Nuclear hazard" means any nuclear reaction, radiation, or radioactive

contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.

However, this exclusion does not apply to ensuing covered loss due to fire resulting from a nuclear hazard is covered unless another exclusion applies.

#### **4. Fungi**

"Fungi", wet or Dry Rot, or Bacteria, meaning the presence, growth, proliferation, spread or any activity of "fungi", wet or dry rot or bacteria. Whenever "fungi", wet or dry rot, or bacteria occur, the fungi, wet or dry rot, or bacteria and any resulting loss is always excluded under this **Policy**, however caused. In addition, there is no coverage to test for, monitor, clean up, remove, remediate, contain, treat, detoxify, neutralize, or in any way respond to, or assess the effects of, "fungi", wet or dry rot, or bacteria."

#### **5. Terrorism Damage**

Notwithstanding any provision to the contrary within this insurance it is agreed that this insurance excludes loss, damage cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and / or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.

The warranty also excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to action taken in respect of any act of terrorism.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the insured

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

#### **Section VII - General Conditions:**

These terms and conditions have general application to this **Policy** as a whole, and they apply regardless of the number of Sections that are operative under this **Policy**. Please note that each Section may have additional terms and conditions that are specific to that Section, and these additional terms and conditions will be listed within the Section under the heading "Special Conditions" which would apply in addition to the General Conditions stated herein.

#### **1. Adequacy of Sum Insured**

**You** must at all times keep the **Sum Insured** at a level, which represents the full value of any property, insured under this **Policy**, which means in relation to any:

- a) **Buildings** (Benefit: Fire & Special Perils), the cost of rebuilding at the same site a building of identical structure and design if the building(s) were completely destroyed;
- b) **Contents** (Benefit: Burglary, Fire & Special Perils): the current replacement cost of the **Contents**.

If the property hereby insured shall at the time of any loss or damage 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 ratable proportion of the loss or damage accordingly, Every item, if more than one, of the **Policy** shall be separately subject to this condition.

## 2. Assignment

No one covered under this **Policy** may assign or turn over any right or interest in regard to the **Policy** without **Our** written consent.

## 3. Bankruptcy or Death

The **Insured person's** bankruptcy or insolvency shall not relieve **Us** of any of **Our** obligations provided loss, damage or liability is triggered by covered peril. Further, if the **Insured person** dies or becomes bankrupt or insolvent during the **Policy Period**, this **Policy**, unless cancelled, shall remain in force until expiry

## 4. Cancellation

- a) **You** may cancel this **Policy** by giving **Us** 15 days written notice and **We** shall then refund a portion of the premium on **Short Period Rates** for the remaining **Period of Insurance**. However, if **You** have made any claim on this **Policy** before the cancellation date then no refund of premium will be given.
- b) **We** may cancel this **Policy** by giving **You** 15 days written notice and **We** shall then refund a pro-rata portion of the premium for the remaining **Period of Insurance**.
- c) **We** will pay any refund due as soon as practicable, but this is not a condition precedent to the effectiveness of cancellation.

## 5. Change in Circumstances

**We** have granted cover in reliance on the information that **You** have provided in **Your** proposal, which is the basis of this contract and shall be considered incorporated into it. Accordingly, **You** must notify **Us**, immediately, of any change in the information contained in **Your** proposal or any other material change in **Your** circumstances, including but not limited to, the following:

- a) Change of address.
- b) Structural alteration to **Your Home**.
- c) Expectation or knowledge that **Your Home/Residence** will be **Unoccupied**.
- d) Act of insolvency on **Your** part or that of **Your Family**.
- e) Any police caution for or charge in respect of any offence under, other than a driving offence.

This **Policy** will not respond to any claim unless prior written notice (duly acknowledged by **Us**) of any material change has been given to **Us** and **You** have paid **Us** any additional premium due, if any.

#### **6. Compliance with Terms and Conditions**

**Your** and/or **Your Family's** and/or **Your Domestic Staff's** compliance with the terms and conditions of this **Policy**, in so far as these require anything to be done by **You** and/or by **Them** or complied with by **You** and/or **Them**, is a condition precedent to **Our** liability. In the event of any breach, **We** may repudiate any liability for **Your** claim.

#### **7. Concealment or Fraud**

The entire **Policy** will be void and all claims that **You** may have made for an indemnity under it shall be forfeited if, whether before or after a loss, **You** or an **Insured person** has:

- a) intentionally concealed or misrepresented any material fact or circumstance;
  - b) engaged in fraudulent conduct; or
  - c) made false statements
- relating to this insurance.

#### **8. Construction, Severability and Conformance to Statute**

- a) If any provision contained in this **Policy** is, for any reason, held to be invalid, illegal, unenforceable in any respect, it is hereby deemed to be severed and to have no effect on any other valid, legal and enforceable provisions of this **Policy**.
- b) If any provision contained in this **Policy** is, for any reason, held to be invalid, illegal or unenforceable, it will be construed by limiting it so as to be valid, legal and enforceable to the extent compatible with applicable law.
- c) Any provisions of this **Policy** which are in conflict with the statutes or regulations of India are hereby amended to conform to such statutes or regulations.

#### **9. Cooling off period**

If this cover does not meet **Your** requirements, **You** may return this **Policy** and **Schedule** to **Us** within 15 days of the cover starting or the day on which **You** receive the **Policy** and **Schedule**, whichever is the later.

**We** will refund all premiums paid, less Rs. 1000/- for administrative expenses, within 30 days from the date **We** received the notice of cancellation from **You**. However, if **You** have made any claim on this **Policy** before requesting for cancellation then no refund of premium will be given.

#### **10. Contribution**

If at the time of the happening of any loss or damage covered by this **Policy** there shall be subsisting any other insurance of any nature whatsoever covering the same property whether effected by the Insured or not, then the Company shall not be liable to pay or contribute more than its ratable proportion of any loss or damage.



## 11. Dispute Resolution

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 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 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 difference or dispute shall be referable to arbitration as herein before 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 award by such arbitrators or umpire of the amount of the loss or damage shall be first obtained."

It is also hereby expressly agreed and declared that if the Company shall disclaim liability to the Insured for any claim herein under, and such claim shall not, within 12 calendar months from the date of such 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

## 12. Jurisdiction

Any dispute arising between the parties to this contract shall be resolved and subjected only to the laws and jurisdictions of India

## 13. Liberalisation

If **We** broaden the cover provided by **Your** policy without an additional premium charge, the changes will automatically apply to **Your Policy** as of the effective date on which the changes are approved by competent authority.

## 14. Non-renewal

If **We** decide not to renew this Policy, **We** shall inform **You** at the last known address not less than thirty (30) days before the end of the **Policy period** as stated in the **Schedule**.

## 15. Reasonable Care

All reasonable steps, safeguards and precautions to avoid any injury, loss or damage that might result in a claim under this **Policy** or otherwise must be taken by **You** and/or **Your Family members** and/or **Your Domestic Staff**, and **You** and/or **Your Family members** shall exercise reasonable care in employing **Domestic Staff** or other employees or contractors to work in **Your Home/Residence**.

## 16. Subrogation:

The Insured and any claimant under this **Policy** shall at the expense of the Company do and concur in doing/permit to be/or done all such acts and things that may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon the Company 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 the Insured's indemnification by the Company

#### **17. Your duties after a loss**

If an event occurs that may give rise to a claim under this **Policy**, or there are circumstances that are likely to give rise to a claim, **You** must:

- a) Inform **Us** immediately through telephone/fax/email/SMS/registered post within 7 days from the occurrence of the loss or the event giving rise to the claim.
- b) Provide **Us** with all relevant information, documentation and details of items lost, damaged or destroyed along with their values, and also any other assistance that **We** may reasonably require to enable **Us** or independent surveyors or **Our** representatives to investigate any claim and/or to establish to **Our** reasonable satisfaction that a loss of the amount stated has occurred under this **Policy**. Specifically in the case of the notification of a circumstance likely to give rise to a claim, **You** shall also give **Us** reasons for the anticipation of a claim with full particulars including dates and the persons involved.
- c) Preserve any damaged property so that it may, at **Our** discretion, be inspected and examined by independent surveyors or **Our** representatives.
- d) In case of actual or attempted *Burglary* or *Theft*, **You** must in addition to a), b) and c) above:
  - i) immediately lodge a written complaint with the police listing out the items with values that were lost, damaged or destroyed and that **You** intend to claim for and forward a copy of that written complaint, the First Information Report and/or Final Report to **Us**, and
  - ii) take all practicable steps to apprehend the guilty persons and to recover any property lost, and
  - iii) protect the remaining property from further damage as per General Condition 1 above, and
  - iv) within 7 days supply **Us** with an inventory of damaged or stolen property detailing the quantity, age, description, actual cash value and amount of loss claimed for in respect of each item, along with all documentation required to support and substantiate **Your** claim.
- e) In case the event or circumstance to be notified involves any form of legal process, **You** must in addition to a), b), c) and d) above:
  - i) immediately send **Us** every written notice or information of any verbal notice of a claim, and
  - ii) immediately send **Us** any writ, summons, or other legal process issued or commenced against **You**, and
  - iii) permit **Us** to take over the control and conduct of the defence, pursuit or settlement of any claim and provide **Us** or **Our** representatives with such cooperation and assistance as may be required for that purpose, and
  - iv) not, without **Our** prior written consent, incur any costs, admit liability for or attempt to settle, make any admission, offer any payment or otherwise

- assume any contractual obligation with respect to any legal action or threat of legal action.
- v) provide **Us** with the names and addresses of any known persons injured and any available witnesses
  - vi) provide **Us** with any legal documents and other documents which will help **Us** defend any **Insured person**; and
  - vii) assist and co-operate with **Us** in the conduct of the defence by helping **Us**:
    - i. to make settlement;
    - ii. to enforce any right of contribution or indemnity against any person or organisation who may be liable to an **Insured person**;
    - iii. to attend hearings and trials; and
    - iv. to secure and give evidence and obtain the attendance of witnesses.
  - f) Notify the credit card, bank card or card issuing company in case of loss under credit card cover;

## **18. Your Special Rights & Duties**

**You** shall represent all persons insured under this **Policy** as to:

- a) The giving and receiving of any notice of cancellation.
- b) The receipt of any endorsements to this **Policy**.
- c) The payment of premium and receipt of return premium.
- d) The acceptance of any other notices or communications under or in respect of this **Policy**.

## **Optional Endorsements (applicable to Section I – Building):**

### **1. Earthquake (Fire & Shock)**

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 there from

#### **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.

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 therefor by memorandum hereon or attached hereto signed by or on behalf of the Company.

### **2. Additional expenses of rent for an alternative accommodation**

In the event of the premises described in the **Policy** and occupied by the insured, hereinafter referred to as 'PREMISES' being destroyed or damaged by any Insured Peril

as to become unfit for occupation and the insured in consequence taking up alternative accommodation, the Company shall, subject to special conditions set out herein, indemnify the insured against the additional rent (as explained herein) which the insured is called upon to bear for the period beginning from the date of operation of any of the Insured Perils until the 'PREMISES' is rendered fit for occupation such period not exceeding such reasonable time as is required to restore the premises with due diligence to a condition fit for occupation or the maximum indemnity period of ..... months whichever is earlier.

Provided that the liability of the Company shall not exceed the *Benefit Sum Insured* hereby.

Provided further that if the sum produced by applying the monthly additional rent, borne by the insured for the alternative accommodation to the maximum indemnity period is more than the *Sum Insured* hereby, the liability of the Company shall be proportionately reduced.

**Special Conditions:**

1. This insurance shall apply subject to the condition that the PREMISES occupied by the insured, whether as owner or tenant, forms part of a building not being "Kutcha" Construction.

2. If the area of alternative accommodation taken by the insured is more than the area of the PREMISES occupied by the insured, the additional rent borne by the insured for the purpose of this insurance shall be deemed to be that proportion of the additional rent actually borne by the insured as the area of the PREMISES which was in the insured's occupation bears to the area of the alternative accommodation taken by the insured. The insured shall be at liberty to take alternative accommodation in any locality so long as it is within the Municipal limit of the city or town in which the PREMISES is situated.

**Explanation:**

**Additional Rent:** If the insured is the Owner-Occupant, the additional rent borne by him is arrived at after deducting the standard rent of the premises from the actual rent paid for the alternative accommodation. The standard rent shall be based on the ratable values fixed by the Municipal/Revenue authorities for tax purposes.

If the insured is a tenant only and for safeguarding his legal tenancy rights is obliged to pay rent for the premises even during the period when it is not fit for occupation, the additional rent borne by him is the actual rent for the alternative accommodation.

If the insured is a tenant and is not obliged to pay rent for the premises during the period when it is not fit for occupation, the additional rent borne by him is the actual rent paid for alternative accommodation taken less the rent which he was paying for the premises immediately prior to the same being damaged or destroyed by Insured Perils and rendered unfit for occupation

**3. Loss of Rent**

"The insurance on rent applies only if (any of) the said building(s) or any part thereof is unfit for occupation in consequence of its destruction or damage by the perils insured against and then the amount payable shall not exceed such portion of the **Sum Insured** on Rent as the period necessary for reinstatement bears to the term of the Rent Insured"

Benefit - Architects, Surveyors and Consulting Engineers Fees (in excess of 3% of the 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 up to 7.5% of the adjusted loss is covered, but it is understood that this does not include any cost in connection with the preparation of the Insured's claim or estimate of loss in the event of damage by insured perils"

#### **4. Removal of Debris (in excess of 1% of the claim amount)**

It is permissible to cover cost necessarily incurred by an insured in the removal of debris from the premises of the insured, dismantling, demolishing, shoring up or propping of Insured property following destruction or damage by Insured Peril by incorporating the following clause:

"On costs and expenses necessarily incurred by the insured

- (a) In the removal of debris from the premises of the Insured;
- (b) dismantling or demolishing;
- (c) shoring up or propping;

of the portion or portions of the property insured by (Items..... of) this policy destroyed or damaged by perils hereby insured against but not exceeding in the aggregate Rs. ...."

#### **5. Architects, Surveyors and Consulting Engineers Fees (in excess of 3% of the 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 upto 7.5% of the adjusted loss is covered, but it is understood that this does not include any cost in connection with the preparation of the Insured's claim or estimate of loss in the event of damage by insured perils".

#### **6. Impact Damage due to Insured's own Rail/Road Vehicles and the like and articles dropped there from.**

"In consideration of an additional premium of as shown in schedule, it is hereby agreed and declared that the policy is extended to cover loss and/or damage caused due to

impact by direct contact to Insured's property caused by Insured's own Rail/Road Vehicles, Fork lifts, cranes, stackers and the like and articles dropped there from "

## 7. Forest Fire

In consideration of the payment of additional premium the insurance under item ..... of the policy shall extend to include loss of or damage to the property insured directly caused by burning, whether accidental or otherwise, of forest, bush and jungles and the clearing of lands by Fire.

Note 1: Where loss experience for previous 5 years excluding the expiring policy period is less than 30%, a 50% discount on the rate may be considered.

Note 2: Where loss experience is above 60%, the rate shall be adjusted in such a way that the loss experience for policy period worked out as given in Note 1 above be adjusted to 60% subject to a maximum rate of Rs. 15%o.

## 8. Terrorism Damage:

"It is hereby declared and agreed that in consideration of payment of additional premium as shown in the schedule, the **Terrorism Damage Exclusion Warranty** of the Riot, Strike, Malicious Damage provision forming part of the within mentioned policy stands deleted. The expression/s "terrorism and/or act of terrorism" shall have the same meaning/s as contained in **Terrorism Damage Exclusion Warranty**.

This endorsement does not cover loss of or damage caused by

A)

I. total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.

II. Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority.

III. Permanent or temporary dispossession of any building or plant or unit of 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.

IV. Burglary, housebreaking, 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.

B)

loss or damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling , preventing , suppressing or in any way relating to action taken in respect of any act of terrorism.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the insured.

The limit of coverage under this endorsement shall not exceed Rs \_\_\_\_\_ (*insert here the overall liability limit for Material Damage + Loss of Profit*). In respect of several insurances within the same compound / location with all the Indian insurers, the maximum aggregate loss (MD+LOP) payable per compound /location shall be Rs.200 crores. If the actual aggregate loss suffered at one compound / location is more than Rs.200 crores, the amounts payable under individual policies shall be reduced on pro rata basis.

The coverage under this endorsement is subject to an excess of Re. 0.5% of the total sum insured subject to a minimum of Rs. \_\_\_\_\_ (*insert Rs. 25000 or Rs. 1 lakh as applicable*) for each and every claim in respect of both material damage and loss of profits combined."