

## SIMPLE HOME INSURANCE POLICY

Dear Policyholder,

**Congratulations! You are now the proud owner of SBI General's "Simple Home Insurance Policy"**

*We* are pleased to welcome *You* to the SBI General family of insurance holders. *You* have shown great foresight and prudence by opting to insure *Your Home* and *Contents*. *You* have worked so hard to build.

*Your* "Simple Home Insurance Policy" entitles *You* to various Benefits. The sections that are in force under this *Policy* and amount of insurance available to *You* under each of those sections, and in total, are those that *You* have chosen and are listed in the *Schedule* that accompanies this *Policy*. This *Schedule* forms part of this *Policy*.

*We* request *You* to keep this *Policy* along with the *Schedule* in a safe place, because *You* will need to refer to them in the event of a claim. If *You* claim for payment arising out of loss, damage or injury during the *Period of Insurance* then *We* shall make payment to *You* as long as the claim falls within the section opted by *You* and *You* have complied with the *Policy* terms and conditions.

*We* have issued this *Policy* to *You* which is the contract of insurance between *You* and *Us*, as consideration for *Your* premium, and subject to the same having been realized by *Us*. This is based on the information that *You* have given to *Us* in *Your* proposal which includes any other written statement/ communication, telephone call. This information must be complete, correct, true and accurate in every respect and forms part of this contract.

*We* want *You* to be sure that this *Policy* meets *Your* requirements in every respect. Please read it carefully and make sure it does. In case of any doubt or for any clarification please call or write to *Us* and *We* shall be pleased to assist *You*. If *You* decide that *You* do not wish to accept this *Policy*, please return it within 7 days of receipt and provided no claims have been made, *We* will refund the full premium after retaining *minimum premium* of Rs 250.

*You* may contact *Us* on *Our* Toll free 24- hour Helpline at 1800 22 1111 or 1800 102 1111 for any help or assistance with respect to this *Policy* or any claim under this *Policy*.

Yours faithfully  
Authorized Signatory  
For SBI General Insurance Company Limited

Name  
Designation

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## GENERAL DEFINITION

In this policy certain words or terms have the specific meanings set out below wherever they appear *italicized* and with 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.

*Accident and Accidental* means sudden, unforeseen, and involuntary event caused by external, visible and violent means.

*Ambulance* means a road vehicle operated by a licenced/authorised service provider and equipped for the transport and paramedical treatment of the person requiring medical attention

*Audio and Audio Visual Appliances* means the television sets and the related appliances forming part of or attaching to a television set/s, and the antenna, both external and internal and/or other *Audio Appliances* and/or other *electronic appliances*, all as noted specifically in the *Schedule*.

*Baggage*: The articles and/ or personal effects of the Insured (other than property of the Business) in packing or in containers suitable and standard to the mode of travel that is accompanied by the Insured or whilst such baggage is lodged either in locked private room of a hotel or guest house or any other accommodation occupied by Insured during the Insured's stay at that location or in a public locker facility availed by the Insured during the course of or at any intermediate stage of the travel

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

*Break-in* means to entry into property illegally using actual force or violence of which there is visible evidence.

*Building* means *Your Home*, which is legally constructed and built of brick, stone or concrete, roofed with incombustible material (unless otherwise stated in the *Schedule*), including any domestic garages and outbuildings, swimming pools, terraces, patios,

drives, footpath, gates, and any other permanent fixtures and fittings situated as stated in the *Schedule*. It excludes the plinth and foundations.

*Business or Business Purpose* means any full or part time, permanent or temporary, activity undertaken with a view to profit or gain.

*Burglary* means an act involving the unauthorised entry to or exit from *Your Home* or attempt or threat thereof by unexpected, forcible, visible and violent means, with an intent to commit an act of *Theft*.

*Congenital Anomaly* refers to a condition(s) which is present since birth, and which is abnormal with reference to form, structure or position.

- a. *Internal Congenital Anomaly* - Congenital anomaly which is not in the visible and accessible parts of the body
- b. *External Congenital Anomaly* - Congenital anomaly which is in the visible and accessible parts of the body

*Contents* means the following not used for *Business or Business Purposes*, so long as they are owned by *You* and/or *You* or *Your Family* are legally responsible for them:

- 1) Household goods, such as furniture, fixtures, fittings, home appliances, interior decorations and items of like nature.
- 2) Personal Effects such as clothes and other articles of a personal nature likely to be worn, used or carried including *Personal Money*, *Jewellery* and *Valuables* up to the limit shown in the *Schedule*

*Cumulative Bonus* means any increase or addition in the Sum Insured granted by the insurer without an associated increase in premium.

*Cheque(s)* means any bank draft drawn against deposited funds to pay a specific sum to a specified payee on demand other than drafts with a stamped signature.

**“Damage”** means actual and/or physical damage to tangible property;

*Dependent* means the insured’s spouse or Parent or Parent- in- law or child who has been enrolled in the Policy and does not have an independant source of earning (rental or pension income is not considered as an earning).

*Domestic Staff/ Employee* 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.

*Emergency* means a serious medical condition or symptom resulting from Injury or sickness which arises suddenly and unexpectedly, and requires immediate care and treatment by a Medical Practitioner, generally received within 24 hours of onset to avoid jeopardy to life or serious long term impairment of the Insured Person's health, until stabilisation at which time this medical condition or symptom is not considered an emergency anymore.

*Family, Them or They* means *You*, *Your* spouse, *Your* children, *Your* parents or any other persons who:

- i) Are and continue to be normally resident with *You (excluding Domestic staff/ Employee)*, and
- ii) Not paying a commercial rent.

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

*Grace Period* means the specified period of time immediately following the premium due date during which a payment can be made to renew or continue a policy in force without loss of continuity benefits such as waiting periods and coverage of pre-existing diseases. Coverage is not available for the period for which no premium is received. (Grace period is applicable only to the Personal Accident section of this Policy).

*Home* means *Building* as shown in the *Schedule* which is used or occupied solely for domestic purpose by *You* and/or *Your Family* and/or *Your Domestic Staff* whether owned by *You* or *Your Family* or otherwise.

*Hospital* means any institution established for in- patient care and day care treatment of illness and/ or injuries and which has been registered as a hospital with the local authorities under Clinical establishments (Registration and Regulation) Act 2010 or under enactments specified under the schedule of Section 56(1) and the said act Or complies with all minimum criteria as under:

- 1) Has qualified nursing staff under its employment round the clock.
- 2) Has at least 10 in- patient beds in towns having a population of less than 1,000,000 and at least 15 in- patient beds in all other places.
- 3) Has qualified Medical Practitioner(s) in charge round the clock.
- 4) A fully equipped operation theatre of its own where surgical procedure are carried out.
- 5) maintains daily records of patients and make these accessible to the Insurance Company's authorized personnel.

*Hospitalization or Hospitalised* means admission in a Hospital for a minimum period of 24 In-patient Care consecutive hours except for specified procedures/ treatments, where such admission could be for a period of less than 24 consecutive hours.

*Jewellery* means articles of personal adornment containing gemstones, silver, gold, platinum or other precious metals.

*Kutchra Construction* means *Buildings* having walls and/or roofs of wooden planks, thatched leaves, grass, bamboo, plastic, cloth, asphalt, canvas, tarpaulin, or the like.

*Larceny* means unlawful taking and carrying away of *Contents* belonging to *You* and/or *Your Family* with the purpose of depriving *You* and/or *Your Family* of its possession permanently.

*Lost or Stolen* means having been inadvertently lost or having been stolen by a third party without *Your* assistance, consent or co-operation.

*Market Value* means the value at which property insured could be replaced with one of the same kind, type, age and condition.

*Medical Advice* means any consultation or advice from a Medical Practitioner including the issue of any prescription or repeat prescription.

*Medical Expenses* means those expenses that an Insured person has necessarily and actually incurred on medical treatment on account of illness or accident on the advice of Medical Practitioner, as long as these are no more than would have been payable if the

Insured Person had not been insured and no more than other hospitals or doctors in the same locality would have charged for the same medical treatment.

*Medically Necessary* means any treatment, test, medication, or stay in Hospital or part of stay in Hospital which

- i. Is required for the medical management of the Illness or Injury suffered by the Insured Person;
- ii. Must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration or intensity.
- iii. Must have been prescribed by a Medical Practitioner; and
- iv. Must conform to the professional standards widely accepted in international medical practice or by the medical community in India.

*Medical Practitioner* means a person who holds a valid registration from the Medical Council of any state or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its Jurisdiction; and is acting within its scope and Jurisdiction of license..

*Minimum Premium* means the amount of Rs 250

*Nominee* means the person named in the Policy Schedule who is nominated to receive the benefits in respect of an Insured Person under the Policy in accordance with the terms and conditions of the Policy, if the Insured Person is deceased.

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

*Personal Money* means currency, coins and bank notes in current use and having a face value.

*Plate Glass* means the glass as described in Policy Schedule

*Policy* means *Your* proposal, the *Schedule*, *Our* covering letter to *You*, insuring clauses that are appearing in each applicable Sections, 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*.



*Portable Equipment* means photographic equipment, Laptops, Mobile Phones, Video Cameras, telescopes, musical instruments, tablets, I pods and *portable equipment* of a similar nature which are designed and capable of being carried or moved from one location to another.

*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.

*Pre-existing Conditions* means any condition, ailment or injury or related condition(s) for which there were sign or symptoms and/ or were diagnosed and/ or for which medical advice/ treatment was received within 48 months prior to the first policy issued by the insurer and renewed continuously thereafter.

*Relative* means *Your* legally married spouse, parent, step-parent, parent-in-law, grandparent, child, step child, legally adopted child, grandchild, brother, brother in law, sister, sister-in-law, son-in-law, daughter-in-law, uncle, aunt, niece, nephew and first cousin.

*Replacement Cost/Reinstatement Value* means the value at which the property insured could be replaced with new property of the same kind, type and specification but not superior to or more extensive than the insured property and includes wherever applicable freight, custom duty, dismantling and re-erection cost and any other relevant charges, if included in the *Sum Insured*.

*Reasonable and Customary Charges* means the charges for services or supplies, which are the standard charges for the specific provider and consistent with the prevailing charges in the geographical area for identical or similar services, taking into account the nature of the Illness/Injury involved.

*Renewal* means the terms on which the contract of insurance can be renewed on mutual consent with a provision of Grace Period for treating renewal continuous for the purpose of all waiting periods.

*Robbery* means the unlawful taking of money or other property from *Your* care and custody by one who has caused or threatened *You* with bodily harm or *Injury* or has put *You* in the fear of immediate *Bodily Injury* and committing an illegal or violent act.

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

*Section Sum Insured* means the amount of cover available under each Section as stated in the *Schedule* (and, where appropriate, as more particularly described and limited per item insured in any annexure to the *Schedule*). This is the maximum amount that *We* will pay for each and every claim and in all under that Section, subject always to the *Sum Insured*.

*Short Period Rates* means:

PERIOD	% OF ANNUAL PREMIUM
Not exceeding 1 month	20%
Exceeding 1 month but not exceeding 2 months	30%
Exceeding 2 months but not exceeding 3 months	40%
Exceeding 3 months but not exceeding 4 months	50%
Exceeding 4 months but not exceeding 5 months	60%
Exceeding 5 months but not exceeding 6 months	70%
Exceeding 6 months but not exceeding 7 months	80%
Exceeding 7 months but not exceeding 8 months	90%
Exceeding 8 months	Full annual premium/ rate

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

*Theft* means an act of directly or indirectly mis-appropriating with an intention of illegally permanently depriving *You* and/or *Your Family* of the *Contents* by any person by violent or forceful means or otherwise.

*Total Loss* means the cost of replacement, repair, reinstatement, renewal, or refurbishment of any item which is equal to or exceeds the value of the lost or damaged item immediately before the occurrence of the loss or *Damage*.

*Unoccupied* means *Your Home* remaining *unoccupied* by *You* and/or *Your Family* for more than 30 consecutive days.

*Valuables* means bullions, stamp, coin or medal collections, curios, paintings, work of arts, sculptures, articles of gold, silver or other precious metals and stones, *Jewellery*, fur, manuscripts and items of a similar nature.

*Vehicle* means *Your* car, truck, jeep, motorcycle, recreational *vehicle*, or camper.

*We* or *Us* or *Our* or *Insurer* or *the Company* means the SBI General Insurance Company Limited

*You, Your, Yourself* or *Insured* means the person(s) named in the *Schedule* as the policyholder.

## GENERAL CONDITIONS

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

### 1) Reasonable Care:

All ordinary and 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* and/or *Your Domestic Staff*, and *You* and/or *Your Family* shall exercise reasonable care in employing *Domestic Staff* or other *Employees* or contractors to work in *Your Home*.

### 2) Adequacy of *Sum Insured*

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

#### a. Section: Fire and Special Perils- *Building*-

i. Reinstatement Basis: The cost of rebuilding at the same site a *Building* of identical structure and design if the *Building(s)* is completely destroyed. The reconstruction cost shall be based on two parameters which are mentioned below:

1. Area of the “Building” (Square Feet) indicated in the registered sale deed agreement.
2. Present day cost of construction in area/ locality where the insured property is situated as per the data available with the local government authority.

*Sum Insured: 1 \* 2 \* (1 + Escalation% chosen)*

ii. Agreed Value Basis (*applicable to flats & apartments only*): The *Sum Insured* for *Building* on agreed value basis shall be value arrived at by multiplying the total square footage of the area of the *Building* as mentioned in the registered sale deed agreement by

1. the value per square foot, on the date of proposal, specified by the revenue department of the state government for Property Tax and stamp duty purposes; or
2. The amount mentioned in the government approved valuation report and accepted by the *Us*.

iii. Market Value Basis: Sum Insured on a Market Value Basis is the reconstruction value of a *Building* of the same kind or type but not superior to or more extensive than the insured *Building* when new excluding the cost of land less depreciation at the rate of 2.5% per annum. The reconstruction cost shall be based on two parameters which are mentioned below:

1. Area of the "Building" (Square Feet) indicated in the registered sale deed agreement.
2. Present day cost of construction in area/ locality where the insured property is situated as per the data available with the local government authority.

*Sum Insured: 1 \* 2 \* (1 + Escalation% chosen) \* (1- Depreciation at the rate of 2.5% per annum \* Age of the building)*

- b. Section: *Burglary*, Fire and Special Perils- *Contents*- the *Replacement Cost* or *Replacement Cost* less depreciation, wear and tear and/ or allowance of betterment if any.
- c. Section: Baggage, Breakdown of Domestic Electrical and Electronic Appliances, Plate Glass, All Risks Cover- Jewellery and Valuables- the *Replacement Cost*.
- d. Section: All Risks Cover- Portable Equipment- *Market Value* of the items.

### 3) **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 by 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 the items lost, damaged and 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*. When notifying a circumstance likely to give rise to a claim *You* shall also give *Us* the reason for anticipating a claim with full particulars including the dates and 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/ FIR with the police listing out the items with their respective values that were lost, damaged or destroyed and that *You* intend to claim for then forward a copy of that written complaint, the First Information Report and/or Final report to *Us.*, and
  - ii. Take all practical 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 15 days supply *Us* with an inventory of damaged or *Stolen* property detailing the quantity, age, description, actual *Replacement Cost* and the 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 defense, pursuit and 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 and other documents which will help *Us* defend any Insured persons and
- vii. Assist and cooperate with *Us* in the conduct of the defense by helping *Us*
  - 1. To make settlement
  - 2. To enforce any right of contribution or indemnity against any person or organisation who may be liable to an *Insured* person
  - 3. by attending hearing and trials
  - 4. by securing and giving evidence and assisting to obtain the attendance of witnesses.
- f. In case there is delay submission of claim documents by You, then in addition to the documents mentioned above, You are required to provide us the reason for such delay in writing. We will condone delay on merit for delayed claims where the delay has been proved to be reason beyond Your control.

**4) Basis of Loss Settlement**

If *You* make a claim under this *Policy* which is accepted by *Us* the basis upon which *We* shall calculate the payment due to *You* shall be as follows:

- a. In the event of a *Total Loss* where cover is on a Replacement Value basis, *We* will pay *You* the *Replacement Cost* less salvage value and the amount of the deductible but limited nevertheless to the *Section Sum Insured* or the limit as stated in the *Schedule*. In case the property is not replaced or reinstated then *We* will pay the amount of *Damage* after due allowance for wear and tear and depreciation and the amount of the deductible but limited nevertheless to the *Section Sum Insured* or the limit as stated in the *Schedule*.
- b. In the event of a *Total Loss* where cover is on a Market Value basis, *Our* liability shall be the Replacement Cost less an allowance for betterment, wear and tear and or depreciation and the amount of the deductible or the value which can be realized from the market for such insured item immediately before occurrence of loss less the amount of the deductible whichever is less but limited nevertheless to the *Section Sum Insured* or the limit as stated in the *Schedule*.

**Depreciation Chart for *Contents***

Age of the Instrument/ Item	Depreciation Percentage
-----------------------------	-------------------------

Up to 6 Months	10%
Up to 1 Year	20%
Up to 2 Years	40%
Up to 3 Years	50%
Up to 4 Years	60%
Up to 5 Years	70%
Above 5 Years	75%

- c. In case of *Damage* (partial loss) to a covered item where cover is on a Replacement Value basis: If it is reasonably capable of repair, reinstatement, renewal or refurbishment then *Our* payment to *You* will reflect *Your* reasonable cost of restoring by such means the damaged item to its condition immediately prior to the event that gave rise to the claim under this *Policy* without any allowance for wear and tear and depreciation involving replacement of parts except those with limited life, less salvage value of the replaced item/part and the amount of the deductible but limited nevertheless to the *Section Sum Insured* or the limit as stated in the *Schedule*.
- d. In the event of *Damage* (Partial loss) to a covered item where coverage is sought on Market Value basis, *Our* liability on covered item shall be your reasonable cost of restoring by such means the damaged item to its condition immediately prior to the event that gave rise to the claim under this *Policy* less allowance of wear & tear and depreciation involving replacement of parts except those with limited life, less salvage value of the replaced item/ part but limited nevertheless to the *Section Sum Insured*.
- e. In case of *Building*
- i. **Reinstatement Basis:** Full cost of repair or reinstatement as per special provision mentioned below. In the event of the property insured under 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 the 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 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 Provision**

The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirement 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 (during the said 12 months) 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.

- 1) Until expenditure has been incurred by the *Insured* in replacing or reinstating the property destroyed or damaged, *the Company* shall not be liable for any payment in excess of the amount which would have been payable under the *Policy* if this memorandum had not been incorporated therein.
- 2) 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 by the *Policy*, then the *Insured* shall be considered as being his own insurer for the excess and shall bear a ratable 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.
- 3) 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. In case the property is not replaced or reinstated then *We* will pay the amount of *Damage* after due allowance for wear and

tear and depreciation but limited nevertheless to the *Section Sum Insured* or the limit as stated in the *Schedule*.

- d. *We* will only pay *You* in India and in Indian rupees subject to *Your* having established to *Our* reasonable satisfaction that the replacement, reinstatement, repair, renewal or refurbishment has been effected by *You*.
- e. *We* shall not make any payment for the cost of any enhancements, alterations, additions and/or improvements.
- f. *We* shall not make any payment for more than 20% of the *Section Sum Insured* of Section "Fire & Special Perils" or Section "*Burglary & Theft*" (if opted on 1<sup>st</sup> loss basis and item wise value not declared) in respect of any one item unless specifically declared by *You* in *Your* proposal and accepted by *Us*.
- g. If the *Section Sum Insured/ Sum Insured* at the time of happening of any event that gives rise to a claim under this *Policy* is less than 85% of the full value of the property, as provided for under General Condition 2, then the amount of any payment that *We* are obliged to make, shall be reduced by a sum equal to a ratable proportion of the loss or *Damage* sustained. Under no circumstances will *Our* liability to make payment exceed the *Section Sum Insured* relating to the Section under which the claim has been preferred.
- h. If *You* have any other insurance(s) that would cover a claim under this *policy*, or would cover that claim but for the existence of this *policy*, then *Our* payment to *You* will represent a ratable proportion of any claim. (Not applicable for Section: Personal *Accident*, Key replacement Cover)
- i. Under no circumstances will *our* liability to make payment exceed the *Section Sum Insured* under any particular Section per claim and in the aggregate.
- ii. **Agreed Value Basis (applicable to flats/ apartments only):**
  - 1. In the event of an actual *Total Loss*, the *Insured* may at his option reconstruct or reinstate the damaged *Building* only (and not any premises/ structure/ infrastructure/ support/ access/ supporting walls appurtenant thereto or annexed

therewith) 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 under the *Policy*:

- a. The work of replacement or reinstatement of the *Building* (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) with the prior approval of the *Insurer* must be commenced and carried out with reasonable dispatch and in and in any case must be completed within 12 months after the destruction or *Damage* or within such further times as the *Company* may in writing allow.
  - b. Until expenditure has been incurred by the *Insured* in replacing or reinstating the *Building* destroyed or damaged the *Company* shall not be liable for any payment.
  - c. The *Company's* Liability shall be limited to the actual cost of reconstruction or reinstatement of the damaged *Building* of the same kind or type but not superior to or more extensive than the insured *Building* when new on the date of loss.
2. If the *Insured* opts to retain the damaged *Building* but does not intend to reinstate or reconstruct, the basis of settlement shall be the cost of reconstruction of the said *Building* of the same kind or type but not superior to or more extensive than the insured *Building* when new as on date of loss.
  3. The *Insured* may opt not to exercise his right to reconstruct or reinstate the damaged *Building* or retain the damaged *Building* and instead opts to abandon the *Building* to the *Insurer* including vesting in the *Insurer* all rights of the *Insured* appurtenant thereto including the right to reconstruct the same, in which case the amount payable shall be the *Sum Insured* indicated in the *Policy Schedule*.

*Note: Condition of average shall not be applicable where the Insured has opted for the Policy on agreed value basis for the Building.*

4. In case of Partial loss to the *Building* We will indemnify the *Insured* the actual cost of repairs provided the repairs are carried out within 12 months from the date of loss or *Damage* or within such further time We may in writing allow provided also that *Our* liability shall in no case exceed the *Sum Insured* stated in the *Schedule*.
- iii. **Market Value Basis:** The cost of reconstruction on the date of loss on the same site of the *Building* of the same kind or type but not superior to or more extensive than the insured property when new as on the date of loss less depreciation at the rate of 2.5% per year or part thereof depending on the age of the *Building* but not exceeding the *Sum Insured* stated in the *Schedule*.

In case of Partial loss of *Building* the *Company* shall indemnify the *Insured* the actual cost of repairs provided the repairs are carried within 12 months from the date of loss or *Damage* or within such further time as *the Company* may in writing allow, less depreciation at the rate of 2.5% per year or part thereof depending on the age of the *Building* provided also *the Company's* liability shall in no case exceed the *Sum Insured* stated in the *Schedule*.

#### 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* 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 & agreed by *Us* and *You* have paid *Us* any additional premium due if any.

**6) Fraud**

If *You* or anyone acting on *Your* behalf put forward any claim under this *Policy* knowing the same to be false and fraudulent, as regards amount or otherwise, this *Policy* shall be void in entirety and be of no effect whatsoever and all claims that *You* may have made for an indemnity under it shall be forfeited.

**7) Cancellation**

- a. *You* may cancel this *Policy*, if *You* decide not to accept the *Policy* by returning the same within 7 days of the receipt. *We* shall then refund full premium after retaining minimum premium of Rs 250.
- b. *We* may cancel this *Policy* by giving 15 days written notice by recorded delivery to *You* on the grounds of misrepresentation, fraud, non-disclosure of material facts and *We* shall then cancel the *Policy* ab initio and there will be no refund of premium.
- c. In the event the *Policy* is cancelled on the grounds of non-cooperation of *Insured* or *You* have initiated cancellation of the *Policy* then the premium shall be computed in accordance with *Our* short period rates for the *period for which the Policy* has been in force subject to retention of *Minimum Premium* provided no claim has occurred up to the date of cancellation. In the event of cancellation by insured Yearly premium shall be calculated using following formula:

$$\text{Yearly Premium} = \text{Policy Premium} / \text{Policy Tenure (in Years)}.$$

Upon calculating the Yearly Premium following methodology shall be used for refund of premium.

Policy Term	Year of Cancellation	Methodology of Premium Refund		
		1st Year	2nd Year	3rd Year
2 Years	1st Year	Premium retained basis Annual Short Period Premium Scale	Full Annual Premium Refund	NA

	2nd Year	Full Annual Premium Retained	Premium retained basis Annual Short Period Premium Scale	NA
3 Year	1st Year	Premium retained basis Annual Short Period Premium Scale	Full Annual Premium Refund	Full Annual Premium Refund
	2nd Year	Full Annual Premium Retained	Premium retained basis Annual Short Period Premium Scale	Full Annual Premium Refund
	3rd Year	Full Annual Premium Retained	Full Annual Premium Retained	Premium retained basis Annual Short Period Premium Scale

### Illustration

Suppose that the policyholder wishes to cancel a 3 year policy after 6 months and has paid a single premium of Rs 5,000 then the premium refund would be calculated as Rs 3,833 as follows:

- 100% of the premium portion pertaining to year 2 & year 3 (this amounts to 2/3<sup>rd</sup> of the single premium paid).
- Plus (1-70%) of the premium portion pertaining to year 1

i.e.  $3,833 = \frac{2}{3} * 5000 + \frac{1}{3} * (1-70%) * 5000$

8) **Dispute resolution**

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 *You* and *Us* jointly. If there is no agreement 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 provision of the Arbitration and Conciliation Act 1996.

9) **Compliance with Terms and Conditions**

*You* and/or *Your Family* 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 *them*, is a condition precedent to *Our* liability. In the event of any breach, *We* may repudiate any liability for *Your* claim.

10) ***Your* Special Rights and 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*.

11) **Excess of other Insurance Coverage (Applicable to Section- Key Replacement cover)**

Coverage provided by this *Policy* are EXCESS, this means that if, at the time of occurrence, *You* have other valid and collectible insurance- such as but not limited to motor insurance- this *Policy* will only cover the amount not covered by such other insurance, up to the limit of specific coverage. If the event is covered by more than one of the *Policy* coverage, *We* will only pay the amount from the coverage under which *You* first filed the claim.

12) **Renewal Process:** The Company is not bound to accept any renewal premium or give notice that renewal is due. Under normal circumstances, renewal will not be refused except on the grounds of moral hazard, misrepresentation, or fraud of the *Insured*.

The renewal premium shall be as per the rates approved by IRDA on the date of renewal of this product.

A grace period of 30 days is allowed for renewal of Personal Accident Section of this Policy. This will be counted from the day immediately following the premium due date during which a payment can be made to renew or continue this policy in force without loss of continuity benefits such as cumulative bonus. The continuity of coverage for all the covers under the expiring Policy will be subject to receiving appropriate premium for the same. Coverage is not available for the period for which no premium is received and Insurer has no liability for the claims arising during this period.

**13) Mid Term revision in Sum Insured (Not applicable for Section VII Personal Accident):** Notwithstanding anything herein contained to the contrary, it is hereby declared and agreed that at the request of the *Insured* Mid- term revision in the *Sum Insured* shall be allowed as follows:

- a. Increase in *Sum Insured*: Premium to be charged on Pro- rata basis on the amount by which the *Sum Insured* is increased.
- b. Decrease in *Sum Insured*: The Premium to be refunded shall be on pro-rata basis on the amount by which the *Sum Insured* is decreased.

**14) Governing Law:** The construction, interpretation and meaning of the provision of this *Policy* shall be determined in accordance with Indian Law. The section headings of this *Policy* are included for descriptive purposes only and do not form part of this *Policy* for the purpose of its construction or interpretation.

**15) General Exclusion**

Any consequential loss or loss, destruction, *Damage* or *Bodily Injury* due to:

- a) War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution insurrection mutiny, military or usurped power, seizure, capture, arrests, restraints and detentions of all kings, princess and people of whatever nation, condition or quality what so ever;
- b) Ionizing radiation contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion (including any self sustaining process of nuclear fission) of nuclear fuel;
- c) Nuclear weapons material;
- d) Willful act by *You, Your Family, Your Domestic staff*
- e) *Fungi*, wet or dry rot, bacteria, meaning the presence, growth, proliferation, spread or any activity of "*Fungi*", wet or dry rot, bacteria. Whenever "*Fungi*", wet or dry rot, bacteria occurs, the "*Fungi*", wet or dry rot, 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 way respond to, or assess the effects of, "*Fungi*", wet or dry rot, bacteria.

- f) Consequential loss of any kind or description
- g) Any loss, *Damage*, *Accident*, *Injury* occurring before the cover commences under the *Policy*.

h) Terrorism:

This *Policy* excludes loss, *Damage*, cost or expenses 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 exclusion, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or behalf of or in connection with any organization(s) or government(s), or Unlawful Activities (Prevention) Amendment Act 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

This exclusion also includes 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 the above.

- i) Any Loss or *Damage* of whatsoever nature in respect of any *Kutcha Construction*

## SECTION I- FIRE & SPECIAL PERILS

### What *We* will cover

*We* will pay *You* for the loss or *Damage* to the *Building* and *Contents* described in the *Schedule* by the perils specified herein below unless exclusion applies.

I) *Fire*

Excluding destruction or *Damage* caused to the property insured by

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

II) Lightning

III) Explosion/Implosion

(Excluding loss, destruction of or **Damage**)

- To boilers (other than domestic boilers), economizers or other vessels, machinery or apparatus (in which steam is generated) or their *Contents* resulting from their own explosion/implosion,
- Caused by centrifugal forces.

IV) Aircraft Damage

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

V) Riot, Strike, Malicious Damage

Loss of or visible physical *Damage* or destruction by external violent means directly caused to the property *Insured* but excluding those caused by

- Total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.
- Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority.
- Permanent or Temporary dispossession of any *Building* or plant or unit or machinery resulting from the unlawful occupation by any person of such *Building* or plant or unit or machinery or prevention of access to the same.
- *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*.

### **Terrorism Damage exclusion Warranty**

This *Policy* excludes loss, *Damage*, cost or expenses 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 exclusion, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or behalf of or in connection with any organization(s) or government(s), or Unlawful Activities (Prevention) Amendment Act 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intension to influence any government and/or to put the public or any section of the public in fear for such purposes.

This exclusion also includes 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 the above.

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

Loss, destruction or *Damage* directly caused by Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood or Inundation excluding those resulting from Volcanic eruption or other convulsions of nature.

- VII) Impact Damage

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

- the Insured or any occupier of the premises or
- the *Domestic staff* 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:

- the normal cracking, settlement or bedding down of new structures
- the settlement or movement of made up ground
- coastal or river erosion
- defective design or workmanship or use of defective materials
- Demolition, construction, structural alterations or repair of any property or groundwork or excavations.

IX) Bursting and/or overflowing of Water Tanks, Apparatus and Pipes

X) Missile testing operations

XI) Leakage from Automatic Sprinkler Installations

Excluding loss, destruction or *Damage* caused by

- repairs of alterations to the *Buildings* or premises
- repairs, removal or extension of the sprinkler installation
- Defect in construction known to *Insured*

XII) Bush Fire

Excluding loss, destruction or *Damage* caused by Forest Fire.

XIII) 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.

Provided always that all the conditions of this *Policy* shall apply (except in so far as they may be hereby expressly varied) and that any reference therein to loss or *Damage* by fire shall be deemed to apply also to loss or *Damage* directly caused by any of the perils which this insurance extends to include by virtue of this endorsement.

#### **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 an 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 thereof by memorandum hereon or attached hereto signed by or on behalf of *the Company*.

## What **We** will not cover

This *Policy* does not cover

- 1) First Rs 1000 in respect of each and every claim.
- 2) Loss, destruction or *Damage* caused by war, invasion, act of foreign enemy hostilities or war like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to the popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
- 3) Loss, destruction or *Damage* directly or indirectly caused to the property insured by
  - a. Ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
  - b. The radioactive toxic, explosives or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 4) Loss, destruction or *Damage* caused to the insured property by pollution or contamination excluding
  - a. Pollution or contamination which itself results from a peril hereby insured against.
  - b. Any peril hereby insured against which itself results from pollution or contamination
- 5) Loss, destruction or *Damage* to bullion or unset precious stones, 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*.
- 6) 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 caused (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.
- 7) Expenses necessarily incurred on (i) Architects, Surveyors and Consulting Engineer's Fees in excess of 3% of claim amount and (ii) Debris Removal in excess of 1% of claim amount by the Insured following a loss, destruction or *Damage* to the property insured by an insured peril.

- 8) Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or *Damage* of any kind or description whatsoever.
- 9) Loss by *Theft* during or after the occurrence of any insured peril except as provided under Riot, Strike, Malicious *Damage* cover.
- 10) Any Loss or *Damage* occasioned by or through or in consequence directly or indirectly due to volcanic eruption or other convulsions of nature.
- 11) 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.

### **Special Conditions**

- 1) THIS *Policy* shall be voidable in the event of misrepresentation, misdescription or non-disclosure of any material particular.
- 2) All insurances under this *Policy* shall cease on expiry of seven days from the date of fall or displacement of any *Building* or part thereof or of the whole or any part of any range of *buildings* or of any structure of which such *building* forms part.

PROVIDED such a fall or displacement is not caused by insured peril, loss or *Damage* which is covered by this *Policy* or would be covered if such *building*, range of *buildings* or structure were insured under this *Policy*.

Notwithstanding the above, the Company subject to an express notice being given as soon as possible but not later than seven days of any such fall or displacement may agree to continue the insurance subject to revised rates, terms and conditions as may be decided by it and confirmed in writing to this effect.

- 3) Under any of the following circumstances the insurance ceases to attach as regards the property effected unless the Insured, before the occurrence of any loss or *Damage*, obtains the sanction of the Company signified by endorsement upon the *Policy* by or on behalf of the Company:-
  - a. If the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the *Building* insured or containing the insured property be changed in such a way as to increase the risk of loss or *Damage* by Insured Perils.
  - b. If the *Building* insured or containing the insured property becomes *Unoccupied* and so remains for a period of more than 30 days.
  - 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 on the grounds of non-cooperation of the *Insured* or 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 the grounds of misrepresentation, fraud, non-disclosure of material facts on 15 days' notice to that effect being given to the *Insured*, in which case the *Policy* shall stand cancelled ab initio and there will be no refund of premium.
- 6) (i) On the happening of any loss or *Damage*, the *Insured* shall forthwith give notice thereof to the *Company* and shall within 15 days after the loss or *Damage* or such further time as *the Company* may in writing allow in that behalf, deliver to the *Company*:
  - a. A claim in writing for the loss or *Damage* containing in particular an account as may be reasonably practicable of all the several articles or items or property damaged or destroyed, and of the amount of the loss or *Damage* thereto respectively, having regard to their value at the time of the loss or *Damage* not including profit of any kind.
  - b. Particulars of all other insurance, if any  
The *Insured* shall also at all times at his own expense produce, procure and give to *the Company* all such further particulars, plans, specification books, vouchers, invoices, and duplicates or copies thereof, documents, investigation reports (internal/external), proofs and information with respect to the claim and the origin and cause of the loss and the circumstances under which the loss or *Damage* occurred, and any matter touching the liability or the amount of the liability 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 condition have been complied with.

(ii) In no case whatsoever shall *the Company* be liable for any loss or *Damage* after the expiry of 12 months from the happening of the loss or *Damage* unless the claim is a subject matter of a 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 on 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 acting on his behalf does not comply with the requirements of *the Company* or hinders or obstructs *the Company*, in the exercise of its powers hereunder, all benefits under this *Policy* shall be forfeited.

- 8) If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof or if any fraudulent means or devices are used by the *Insured* or any one acting on his behalf to obtain any benefits under the *Policy* or if the loss or *Damage* be occasioned by the 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* or more than the *Sum Insured* by *the Company* thereon. If *the Company* so elects to reinstate or replace any property the *Insured* shall at his own expense furnish *the Company* with such plans, specification, measurements, quantities and such other particulars as *the Company* may require, and no acts done, or caused to be done, by *the Company* with a view to reinstatement or replacement shall be deemed an election by *the Company* to reinstate or replace.

If in any case *the Company* shall be unable to reinstate or repair the property hereby insured, because of any municipal or other regulations in force affecting the alignment of streets or the construction of *Buildings* or otherwise, *the Company* shall, in every such case, only be liable to pay such sum as would be requisite to reinstate or repair such property if the same could lawfully be reinstated to its former condition.

- 10) If the property hereby insured shall at the breaking out of any fire or at the commencement of any destruction of or *Damage* to the property by any other peril hereby insured against be collectively of greater value than the *Sum Insured* thereon and the amount assured is less than 85% of the value of the property, then the amount of any payment that *We* are obliged to make, shall be reduced by a sum equal to a ratable proportion of the loss or *Damage* sustained. Under no circumstances, *Our* liability to make payment exceeds the *Sum Insured* under this section.
- 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, *the Company* shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.
- 12) The *Insured* shall at the expense of *the Company* do and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by *the Company* for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which *the Company* shall be or would become entitled or subrogated, upon its paying for or making good any loss or *Damage* under this *Policy*, whether such acts and things shall be or

become necessary or required before or after his indemnification by *the Company*.

- 13) If any dispute or difference shall arise as to the quantum to be paid under this *Policy* (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

It is clearly agreed and understood that no dispute or difference shall be referred to arbitration as hereinbefore provided, if *the Company* has disputed or not accepted liability under or in respect of this *Policy*.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this *Policy* that the award by such arbitrator/arbitrators of the amount of the loss or *Damage* shall be first obtained.

- 14) Every notice and other communication to *the Company* required by these conditions must be written or printed.

- 15) At all times during the *Period of Insurance* of the *Policy* the insurance cover will be maintained to the full extent of the respective *Sum Insured* in consideration of which upon the settlement of any loss under this *Policy*, pro-rata premium for the unexpired period from the date of such loss to the expiry of *Period of Insurance* for the amount of such loss shall be payable by the *Insured* to *the Company*.

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

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

**Add On Covers (Applicable for Section I):** (Applicable if it is shown on *Your Schedule*)

**1) 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' are 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 12 months whichever is earlier.

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

Provided further that if the sum derived 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 an owner or tenant, forms a part of the *Building*, not being "Kutchra" 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, additional rent borne by the *Insured* 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 the *Insured* is the actual rent paid for alternative accommodation taken less the rent which the *Insured* was paying for the premises immediately prior to the same being damaged or destroyed by insured perils and rendered unfit for occupation.

## 2) Loss of rent

In consideration of payment of additional premium, it is hereby agreed and declared that notwithstanding anything to the contrary in this *Policy* or in any of its conditions, this extension shall indemnify the *Insured* against loss of actual monthly rent for the unoccupied period due to operation of insured perils on the *Building* and/ or contents including machinery that results in rendering the insured premises unfit for occupation up to a maximum limit of period selected by the *Insured* in the *Schedule* subject to maximum of 12 months.

Conditions:

- a) If the *Sum Insured* produced by applying the actual monthly rent to the maximum reinstatement period is more than the *Sum Insured* hereby declared, the liability of *the Company* shall be proportionately reduced.
- b) This extension shall not provide any indemnity in case the reinstatement of property is delayed or prevented by government regulations and authority and also due to insured financial limitations.

## 3) Removal of Debris (in excess of 1% of the claim amount)

On costs and expenses necessarily incurred by the *Insured*

- a) 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 under this *Policy* destroyed or damaged by perils hereby insured against but not exceeding in the aggregate 10% of *Sum Insured* of *Building*.

## 4) Architects, Surveyors and Consulting Engineers Fees (in excess of 3% of 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".

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

In consideration of an additional premium as shown in the *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*, forklifts, cranes, stackers and the like and articles dropped there from.

**6) Expenses towards Temporary Re- settlement**

If *Your Home* is rendered uninhabitable due to a claim that *We* have accepted, *We* will indemnify *You* up to *Sum Insured* as specified in the *Schedule* for the reasonable costs towards packing, transportation and loading/unloading which *You* incur in relocating *Your Contents* to alternative accommodation and bringing back to insured premises. In addition to this *We* would pay 25% of *Sum Insured* as specified in the *Schedule* or Rs 10,000 whichever is less for emergency contingency purchases.

*We* will not make payment to *You* under this Section for:

- a. Loss or *Damage* to *Your Contents* while being conveyed to or from the alternative accommodation.
- b. Any charges that are not supported by proper bills/receipts/cash memos.
- c. Any charges not incurred within 90 days of occurrence of valid claim.

**Agreed Bank clause**

All policies in which a Bank/Financial Institution has interest shall be issued in the name of Bank/Financial Institution and owner or mortgagor and shall contain a suitable clause to protect their interest. A specimen copy of the Clause is given hereunder.

"It is hereby declared and agreed:-

- 1) That upon any monies becoming payable under this *Policy* the same shall be paid by the Company to the Bank and such part of any monies so paid as may relate to the interests of other parties insured hereunder shall be received by the Bank as Agents for such other parties.
- 2) That the receipts of the Bank shall be complete discharge of *the Company* thereof and shall be binding on all the parties insured hereunder.

N.B: The Bank shall mean the first named Financial Institution/ Bank named in the *Policy*.

- 3) That if and whenever any notice shall be required to be given or other communication shall be required to be made by the Company to the *Insured* or any of them in any manner arising under or in connection with this *Policy* such notice or other communication shall be deemed to have been sufficiently given or made if given or made to the Bank.
- 4) That any adjustment, settlement, compromise or reference to arbitration in connection with any dispute between *the Company* and the insured or any of them arising under or in connection with this *Policy* if made by the Bank shall be valid and binding on all parties insured hereunder but not so as to impair rights of the Bank to recover the full amount of any claim it may have on other parties insured hereunder.
- 5) That this insurance so far only as it relates to the interest of the Bank therein shall not cease to attach to any of the insured property by reason of operation of condition 3 of the *Policy* except where a breach of the condition has been committed by the Bank or its duly authorized agents or servants and this insurance shall not be invalidated by any act or omission on the part of any other party insured hereunder whereby the risk is increased or by anything being done to upon or any *Building* hereby insured or any *Building* in which the goods insured under the *Policy* are stored without the knowledge of the Bank provided always that the Bank shall notify *the Company* of any change of ownership or alterations or increase of hazards not permitted by this insurance as soon as the same shall come to its knowledge and shall on demand pay to *the Company* necessary additional premium from the time when such increase of risks first took place; and
- 6) It is further agreed that whenever *the Company* shall pay the Bank any sum in respect of loss or *Damage* under this *Policy* and shall claim that as to the Mortgagor or owner no liability therefore existed, the Company shall become legally subrogated to all the rights of the Bank to the extent of such payments but not so as to impair the right of the Bank to recover the full amount of any claim it may have on such Mortgagor or Owner or any other party or parties insured hereunder or from any securities or funds available.

### **Local Authority Clause**

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

1) The amount recoverable under this extension shall not include:

- a) the cost incurred in complying with any of the aforesaid Regulations or Bye-laws,
- b) in respect of destruction or *Damage* occurring prior to the granting of this extension,
- c) in respect of destruction or *Damage* not insured by the *Policy*,
- d) under which notice has been served upon the *Insured* prior to the happening of the destruction of *Damage*
- e) in respect of undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from the insurance by this *Policy*) of that portion of the property destroyed or damaged,
- f) the additional cost that would have been required to make good the property damaged or destroyed to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations of Bye-laws not arisen,
- g) the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid Regulations or Bye-laws.

2) The work of reinstatement must be commenced and carried out with reasonable dispatch and in any case must be completed within twelve months after the destruction or *Damage* or within such further time as the *Insurer* may (during the said twelve months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid Regulations or Bye-laws so necessitate) subject to the liability of the *Insurer* under this extension not being thereby increased.

3) If the liability of the *Insurer* under (any item of) the *Policy* apart from this extension shall be reduced by the application of any of the terms and conditions of the *Policy* then the liability of the *Insurer* under this extension (in respect of any such item) shall be reduced in like

proportion.

4) The total amount recoverable under any item of the *Policy* shall not exceed the *Sum Insured* thereby.

5) All the conditions of the *Policy* except in so far as they may be hereby expressly varied shall apply as if they had been incorporated herein."

**Escalation Clause (not applicable for policies on agreed value basis)**

In consideration of the payment of an additional premium amounting to 50% of the premium produced by applying the specified percentage to the first or the annual premium as appropriate on the under noted items(s) the Sum(s) Insured thereby shall, during the *Period of Insurance*, be increased each day by an amount representing 1/365th of the specified percentage (not exceeding 25%) increase per annum.

Unless specifically agreed to the contrary the provisions of this clause shall only apply to the sums insured in force at the commencement of each *Period of Insurance*.

At each renewal date the insured shall notify the Insurers :-

- i) the sums to be insured under each item above, but in the absence of such instructions the Sums Insured by the above items shall be those stated on the *policy* (as amended by any endorsement effective prior to the aforesaid renewal date) to which shall be added the increases which have accrued under this Clause during the *Period of Insurance* up to that renewal date, and
- ii) the specified percentage increase(s) required for the forthcoming *Period of Insurance*, but in the absence of instructions to the contrary prior to renewal date the existing percentage increase shall apply for the *period of insurance* from renewal.

All the conditions of the *Policy* in so far as they may be hereby expressly varied shall apply as if they had been incorporated herein."

**First Loss Cover for *Contents*: (Applicable if it is shown on *your schedule*)**

First Loss limit (expressed as % of the total value of *Contents* declared for insurance) will be as specified in the *Schedule* and shall deemed as



*Section Sum Insured.*

General Condition 4) e) i) 3) g) shall not apply to this Section and “Condition of Partial Average” as below shall apply.

*Condition of Partial Average*

It is hereby declared and agreed that this *Policy* is issued as the First Loss Insurance up to % of the Insured’s total value of *Contents* (100%) as limit in the *Schedule* attached and forming part of the *policy*.

It is further declared and agreed in the event of total value of *Contents* at risk at the time of loss be greater by more than 15% of the total value declared for the purpose of this insurance and incorporated in the *Schedule*, the *Insured* shall be considered as being his own insurer, for the difference, and shall bear ratable share of the loss accordingly. Every item, if more than one, of the *Policy*, shall be separately subject to this condition.

Subject otherwise to terms, conditions and exceptions of the *Policy*.

## SECTION II- BURGLARY & THEFT

### 1) What *We* will Cover

*We* will pay *You* for the loss and *Damage* caused by *Burglary* or *Theft* including *Larceny* and/or attempted *Burglary* or *Theft* including *Larceny* to:

- a) *Your Home* subject to maximum payment of 10% of the *Section Sum Insured* or Rs 5,000 whichever is less
- b) The *Contents* of *Your Home* up to the *Section Sum Insured* and/or
- c) Newly purchased *Contents* i.e. purchased after commencement of the *Policy*, subject to maximum payment of 10% of the *Section Sum Insured* or Rs 20,000 whichever is less, duly supported by original purchase invoice/ bill and/or
- d) *Contents* that *You* have placed in safe custody during *Your* temporary absence from *Your Home* as long as the period of the placement of such *Contents* does not exceed a total of 120 days in any one *Period of Insurance*, subject to maximum payment of 10% of the *Section Sum Insured* or Rs 10,000 whichever is less and/or
- e) *Contents* that have been moved to a private residential accommodation (not being *Your Home*) that is being occupied by *You* and/or *Your Family* for a period not exceeding 30 consecutive days in any one *Period of Insurance*, subject to a maximum payment of 10% of the *Section Sum Insured* or Rs 10,000 whichever is less and/or
- f) *Personal Money* not exceeding 1% of *Section Sum Insured* or Rs 10,000 whichever is less.

### 2) What *We* will not cover

*We* will not make payment to *You* under this Section:

- a) If the loss or *Damage* occurs while *Your Home* is *Unoccupied* unless the *Company* is informed at the time of applying for insurance or prior to *Your Home* being *unoccupied*, signified by an endorsement on the *Policy* by or on behalf of the *Company*.
- b) If *You* and/or *Your Family* and/or *Your Domestic Staff* are directly and/or indirectly in any way involved in or concerned with the actual or attempted *Burglary*, *Theft* and *Larceny*.
- c) Any loss or *Damage* in respect of any *Kutcha Construction*
- d) For any loss or *Damage* to livestock, motor *Vehicles*, pedal cycles, *Personal Money*, securities for money, stamp, bullion, deeds, bonds, bills of exchange, promissory notes, stock or share certificates, *business* books, manuscripts,

documents of any kind, unset precious stones, *Jewellery*, *Valuables*, ATM or credit cards (unless previously specifically declared to and accepted by *Us* and/or as provided in the *Policy Schedule*)

- e) For the first Rs 1,000/- for each and every claim under this Section excluding claim for *Personal Money*, *Jewellery* and *Valuables*. In case of a claim for *Personal Money*, *Jewellery* and *Valuables* first Rs 2,000/-.
- f) For loss or *Damage* to *Personal Money*, *Jewellery* and *Valuables* due to *Larceny*
- g) For any loss or *Damage* caused by use of the key to the insured premises or any duplicate thereof belonging to the *Insured*, unless such key has *been obtained* by *assault* or *violence* or any threat thereof.

**Special Provision:** Newly Purchased *Contents* as mentioned in Para “c” of “What We will Cover” will also be covered under Section- “Fire & Special Perils”

### **Additional Benefits**

#### **1) Property of domestic employees and guest**

*We* will pay up to Rs 25,000/- during the *Period of Insurance* to cover the personal belongings of *Your Domestic Staff* and guests while it is on the insured premises excluding *Jewellery*, *Personal Money* or any other *Valuables*, items damaged due to perils covered under Section- “Fire & Special Perils” and Section “*Burglary* and *Theft*”

**First Loss Basis:** (Applicable if it is shown on *Your Schedule*)

Option 1: (when total value of *Contents* is not declared)

General Condition 4) e) i) 3) g) shall not apply to this benefit.

Option 2: (where total value of *Contents* is declared)

First Loss limit (expressed as % of the total value of *Contents* declared for insurance) will be as specified in the *Schedule* and shall deemed as *Section Sum Insured*.

General Condition 4) e) i) 3) g) shall not apply to this benefit and “Condition of Partial Average” as below shall apply.

Condition of Partial Average

It is hereby declared and agreed that this *Policy* is issued as the First Loss Insurance up to % of the Insured’s total value of *Contents* (100%) as limit in the *Schedule* attached and forming part of the *Policy*.

It is further declared and agreed in the event of total value of *Contents* at risk at the time of loss be greater by more than 15% of the total value declared for the purpose of this insurance and incorporated in the *Schedule*, the *Insured* shall be considered as being his own insurer, for the difference, and shall bear ratable share of the loss accordingly. Every item, if more than one, of the *Policy*, shall be separately subject to this condition. Subject otherwise to terms, conditions and exceptions of the *Policy*.

### SECTION III- PUBLIC LIABILITY

#### 1) What *We* will Cover

*We* will indemnify *You* against compensation and litigation expenses (incurred with *Our* prior written consent), which *You* may become legally liable to pay anywhere in the World on account of:

- a) *Accidental* death or *Bodily Injury/ Injury* to any person other than *You* and/or *Your Family* or *Your Domestic Staff*, subject to the *Section Sum Insured* for any one *Accident* or series of *Accidents* arising from any one event or cause, and for all *Accidents* during any *Period of Insurance*, and
- b) *Accidental Damage* to property of any person other than *You* or *Your Family* or *Your Domestic Staff*, subject to a limit of *Section Sum Insured* for any one *Accident* or series of *Accidents* arising from any one event or cause, and for all *Accidents* during any *Period of Insurance*, and
- c) Claims payable by *You* 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 *Section Sum Insured*

#### 2) What *We* will not Cover

*We* will not make any payment under this Section:

- a) For *Accidental* death, *Bodily Injury/ Injury* or property *Damage* arising out of or incidental to:
  - a. *Your* occupation or *Business*, trade or employment, or
  - b. Any structural alteration, additions, repairs or decoration to *Your Home* or
  - c. Any liability voluntarily assumed by *You* unless such liability would have attached to *You* notwithstanding such voluntary assumption or
  - d. *Your* and/or *Your Family's* ownership, possession, or custody of animals, *Vehicles*, airborne or waterborne vessels or craft of any kind, or any mechanically propelled *Vehicle* other than gardening equipment and wheelchairs or
  - e. The transmission of any communicable disease or virus.
- b) For *Accidental* death, *Bodily Injury/ Injury* or property *Damage* caused by, arising out of, aggravated by or resulting from *Fungi*, wet or dry rot, or bacteria. This exclusion includes any liability imposed on the *Insured* by any person and/or any *Public Authority* for any loss or *Damage* caused by, arising out of, aggravated by or resulting from *Fungi*, wet or dry rot or bacteria.

## SECTION IV- PLATE GLASS

### 1) What **We** will Cover

*We* will indemnify *You* against *Accidental* loss or *Damage* to securely fixed plate glass situated in *Your home*.

### 2) What **We** will not Cover

*We* will not make any payment under this Section for loss or *Damage*:

- a) Occurring during the course of removal, alteration or repairs on or about *Your Home*
- b) Unaccompanied by breakage to glass
- c) To frames or framework of any description, unless specifically declared to and accepted by *Us*,
- d) Caused by the disfiguration or scratching of glass, other than a fracture extending through the entire thickness of the glass.
- e) To embossed, silvered, lettered, ornamental, curved or any other glass whatsoever, other than glass which is plain and of ordinary glazing quality, unless specifically declared to and accepted by *Us*.
- f) Consequent to the loss or *Damage* of plate glass including *Injury* arising from breakage of glass or during replacement thereof.

## SECTION V- BAGGAGE

### 1) What **We** will Cover

*We* will indemnify *You*

- a) For the *Theft* or *Accidental* loss, *Damage* or destruction anywhere in the World, of personal baggage accompanying and belonging to *You* and/or *Your Family* on a trip undertaken outside of the municipal limits of the village, town, or city, in which *You* and/or *Your Family* ordinarily reside.
- b) For expenses incurred by *You*, whilst *You* and/or *Your Family* are on a personal trip, for contingency purchase occasioned by a) above subject to maximum of 25% of *Section Sum Insured* under this Section.

### 2) What **We** will not Cover

*We* will not make payment to *You* under this Section:

- a) For loss, *Damage* or destruction
  - a. Due to cracking, scratching or breakage of lens or glass whether part of any equipment or otherwise to any item of a fragile or brittle nature (whether part of item lost, damaged or destroyed or otherwise) unless the loss, *Damage* or destruction is caused by an *Accident* involving the mode of transport of such item.
  - b. To any item of a perishable and/or consumable nature
  - c. To any item being conveyed by any carrier under the contract of affreightment.
  - d. To any loose item (including clothing) being worn or carried about during the trip.
  - e. Of any electrical item caused by misuse, use other than in accordance with the manufacturer's recommendation, defect, excessive pressure, short circuiting, arcing or by the effects of electricity from whatever cause (including lightning)
  - f. Of any money, securities, stamps, *Business* books or documents, *Jewellery*, watches, furs, *precious metals*, *precious stones*, *gold or silver ornaments*, *Valuables*, travel tickets, *Cheques* and bank drafts.
  - g. To personal baggage that is not within the care, custody or control of *You* and/or *Your Family*
  - h. To personal baggage caused by rats, fungus, insects or vermin
  - i. Caused by or arising from leakage, spilling or explosion of liquids, oils or similar materials, or articles of a dangerous or damaging nature.

- b) For the loss of personal baggage from a car unless such loss occurred by violent and visible means from an enclosed saloon car that had its windows closed and locked and other security devices, if any, properly applied.
- c) For more than the sole value of an item comprising part of a pair or set, without reference to any special value which such item may have had as a part of such pair or set and not more than a proportionate part of the value of the pair or set.
- d) The first Rs 1000 of each and every claim under this Section.



## SECTION VI- BREAKDOWN OF DOMESTIC ELECTRIC & ELECTRONIC APPLIANCES

### What **We** will cover

*We* will indemnify *You*

- 1) Against repair costs (both parts and labor) occasioned by the unforeseen and sudden mechanical and/or electrical breakdown of *Your* domestic electrical and electronic appliances specified in the *Schedule* whilst contained or fixed in *Your Home*.
- 2) Against loss or *Damage* by *Accidental* external means to *Audio & Audio Visual appliances* as mentioned in the *Schedule* whilst contained or fixed in *Your Home*.

### What **We** will not Cover

*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 any appliances that has been modified in any manner or is used for *Business or Business purposes*
- e) The cost of repair associated with loss or *Damage* caused by or in process of erection, cleaning, maintenance, repair, dismantling
- f) Loss or *Damage* caused by atmospheric or climatic changes, moths, insects and vermin
- g) The cost of repair associated with the detention, seizure or confiscation by *Public Authorities* of *Your* Domestic appliances
- h) The cost of repair associated with the misuse of or use other than in accordance with manufacturer's recommendation of *Your* domestic appliances
- i) The cost of repair associated with defects in wiring or electrical connections that are not an integral part of *Your* domestic appliances
- j) Any amount exceeding *Section Sum Insured* for each and every claim and for all claims
- k) The first 1% of item *Sum Insured* or Rs 500 whichever is greater of each and every claim
- l) Loss or *Damage* to records, discs, cassettes or tapes.

**Special Conditions applicable to this section in addition to the general conditions wherever applicable**

- a) If the part required for the repair or replacement of the domestic electrical & electronic appliances is not readily available in India, *We* may, in *Our* sole & absolute discretion, instead pay either:
  - a. The price of the part quoted in the latest catalogue or price list issued by the manufacturer or his agent in India or
  - b. 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 not exceeding the *Section Sum Insured*
- b) In case of a *Total Loss*, if damaged item is not replaced, *Our* payment to *You* will be reduced by depreciation calculated at 10% per annum from the date of manufacture, subject to maximum depreciation of 50% of the *Replacement Cost* not exceeding *Section Sum Insured*.

**First Loss Basis:** (Applicable if it is shown on *Your Schedule*)

Option 1: (when total value of *Contents* is not declared)

General Condition 4) e) i) 3) g) shall not apply to this benefit.

Option 2: (where total value of *Contents* is declared)

First Loss limit (expressed as % of the total value of *Contents* declared for insurance) will be as specified in the *Schedule* and shall be deemed as *Section Sum Insured*.

General Condition 4) e) i) 3) g) shall not apply to this benefit and “Condition of Partial Average” as below shall apply.

Condition of Partial Average

It is hereby declared and agreed that this *Policy* is issued as the First Loss Insurance up to % of the Insured’s total value of *Contents* (100%) as limit in the *Schedule* attached and forming part of the *Policy*.

It is further declared and agreed in the event of total value of *Contents* at risk at the time of loss be greater by more than 15% of the total value declared for the purpose of this insurance and incorporated in the *Schedule*, the *Insured* shall be considered as being his own insurer, for the difference, and shall bear ratable share of the loss accordingly. Every item, if more than one, of the *Policy*, shall be separately subject to this condition. Subject otherwise to terms, conditions and exceptions of the *Policy*.

## SECTION VII- PERSONAL ACCIDENT

### 1) What *We* will cover

*We* will pay *You* or insured family members, aged between 3 months and 65 years the benefits as set out below, :

a) Accidental Death:

- a. This benefit is payable if You or the insured family member suffers an Injury anywhere in the World during the Policy Period solely and directly due to an Accident that occurs during the Policy Period and that results in death within 365 days from the date of the Accident.
- b. Benefit payable under this section is 100% of the *Primary member Sum Insured* or as mentioned in the Policy Schedule. In case of dependant or unemployed family members benefit is restricted to 50% of the primary member Sum Insured or as mentioned in the Policy Schedule.
- c. Once a claim has been accepted and paid under this Benefit in respect of an Insured Person, the Insured Person's insurance cover under this Section of the Policy including will immediately and automatically terminate.

b) Permanent Total Disablement:

- a. This benefit is payable if You or the insured family member suffers an Injury anywhere in the World during the Policy Period solely and directly due to an Accident that occurs during the Policy Period and that results in the Permanent Total Disablement of the Insured Person which is of the nature specified in the table below, within 365 days from the date of the Accident.

Nature of Permanent Total Disablement	Percentage of the Sum Insured payable for Insured
Total and irrecoverable loss of sight in both eyes	100%
Loss by physical separation or total and permanent loss of use of both hands or both feet	100%
Loss by physical separation or total and permanent loss of use of one hand and one foot	100%
Total and irrecoverable loss of sight in one eye and loss of a Limb	100%
Total and irrecoverable loss of hearing in both ears and loss of one Limb/ loss of sight in one eye	100%

Total and irrecoverable loss of hearing in both ears and loss of speech	100%
Total and irrecoverable loss of speech and loss of one Limb/ loss of sight in one eye	100%
Permanent, total and absolute disablement (not falling under any one the above) which results in the Insured Person being unable to engage in any employment or occupation or business for remuneration or profit, of any description whatsoever which results in Loss of Independent Living	100%

For the purpose of this Benefit,

- **Limb** means a hand at or above the wrist or a foot above the ankle;
- **Physical separation of one hand or foot** means separation at or above wrist and/or at or above ankle, respectively.

The Benefit as specified above will be payable provided that:

- i. The Permanent Total Disablement is proved to Our satisfaction; and a disability certificate issued by a civil surgeon or the equivalent appointed by the District, State or Government Board is given to us;
  - ii. The Permanent Total Disablement continues for a period of at least 180 days from the commencement of the Permanent Total Disablement, and We are satisfied at the expiry of the 180 days that there is no reasonable medical hope of improvement and such disability is permanent at the end of this period;
- b. In case of dependant or unemployed family members benefit is restricted to 50% of the payable Sum Insured as per the table above.
  - c. If the Insured Person dies before a claim has been admitted under this Benefit, then no amount will be payable under this Benefit;
  - d. Once a claim has been accepted and paid under this Benefit then the Insured Person's insurance cover under this Section of the will immediately and automatically terminate
- c) Permanent Partial Disablement:
- a. This benefit is payable if You or the insured family member suffers an Injury anywhere in the World during the Policy Period solely and directly due to an Accident that occurs during the Policy Period and that results in the Permanent

Partial Disablement of the Insured Person which is of the nature specified in the table below, within 365 days from the date of the Accident.

<b>Nature of Permanent Partial Disablement</b>	<b>Percentage of the Sum Insured payable</b>
i. Total and irrecoverable loss of sight in one eye	50%
ii. Loss of one hand or one foot	50%
iii. Loss of all toes - any one foot	10%
iv. Loss of toe great - any one foot	5%
v. Loss of toes other than great, if more than one toe lost, each	2%
vi. Total and irrecoverable loss of hearing in both ears	50%
vii. Total and irrecoverable loss of hearing in one ear	15%
viii. Total and irrecoverable loss of speech	50%
ix. Loss of four fingers and thumb of one hand	40%
x. Loss of four fingers	35%
xi. Loss of thumb- both phalanges	25%
xii. Loss of thumb- one phalanx	10%
xiii. Loss of index finger-three phalanges	10%
xiv. Loss of index finger-two phalanges	8%
xv. Loss of index finger-one phalanx	4%
xvi. Loss of middle/ring/little finger-three phalanges	6%
xvii. Loss of middle/ring/little finger-two phalanges	4%
xviii. Loss of middle/ring/little finger-one phalanx	2%

The Benefit specified above will be payable provided that:

- i. The Permanent Partial Disablement is proved to Our satisfaction; and a disability certificate issued by a civil surgeon or the equivalent appointed by the District, State or Government Board is given to Us;
- ii. The Permanent Partial Disablement continues for a period of at least 180 days from the commencement of the Permanent Partial Disablement and We are satisfied at the expiry of the 180 days that there is no reasonable medical hope of improvement and such disability is permanent at the end of this period;
- iii. If the Insured Person dies before a claim has been admitted under this Benefit, then no amount will be payable under this Benefit;
- iv. If the Insured Person suffers a loss that is not of the nature of Permanent Partial Disablement specified in the table above, then Our medical advisors will determine the degree of disablement and the amount payable, if any;
- v. We will not make any payment under this Benefit if We have already paid or accepted any claims under Sections of Accidental Death or Permanent Total

Disablement in respect of the Insured Person and the total amount paid or payable under the claims is cumulatively greater than or equal to the Sum Insured for that Insured Person;

b. Once a claim has been accepted and paid under this Benefit the Insured Person's insurance cover under this Policy shall continue, subject to availability of the Capital Sum Insured.

d) Repatriation of Mortal remains:

a. This benefit is payable if we have accepted claim under Accidental Death section. We will make a onetime lump sum payment for expenses incurred in transporting *insured person's* mortal remains to *Your Home*, subject to a maximum of 2% of *Sum Insured* per person or Rs 7500 whichever is less on per policy year basis.

e) Ambulance Expenses:

a. This benefit is payable if any of the insured person suffers an Accident causing Injury that requires Hospitalisation. We will provide for reimbursement of Reasonable and Customary expenses up to Rs 5000 on per policy per year basis that are incurred towards transportation of an Insured Person by a registered healthcare or Ambulance service provider to a Hospital for treatment of an Injury in case of an Emergency, necessitating the Insured Person's admission to the Hospital. The necessity of use of an Ambulance must be certified by the treating Medical Practitioner.

b. Reasonable and Customary expenses shall include:

- i. (i) Costs towards transferring the Insured Person from one Hospital to another Hospital or diagnostic centre for advanced diagnostic treatment where such facility is not available at the existing Hospital; or
- ii. (ii) When the Insured Person requires to be moved to a better Hospital facility due to lack of super speciality treatment in the existing Hospital.

## **2) Position after Claim:**

- i. In case a claim is accepted under section 1 a) and/ or b) then per person benefit under this policy automatically terminates with respect to that particular person.
- ii. In case a claim is accepted and paid under section 1 c), this Benefit under this Policy shall continue, subject to availability of the Sum Insured.

### **3) Cumulative bonus:**

If no claim has been made under the policy with us and the policy is renewed with us and without any break, we will allow a cumulative bonus to the renewal policy upon receipt of premium automatically by increasing the Sum Insured by 5% per year. The maximum cumulative bonus shall not exceed 50% of the Section Sum Insured in any policy year. In case of a claim, the Cumulative Bonus if any under the policy will get reduced by 5% per year at the time of renewal. This cumulative bonus is applicable only to Accidental Death, Permanent Partial Disability and Permanent Total disability benefits.

The cumulative bonus will not be lost if the policy is renewed either within the expiry date of the policy or within 30 days from the date of expiry of the policy subject to expiring policy having been issued by us.

### **2) What **We** will not Cover**

We shall not be liable to make any payment for any claim under the Personal Accident Benefit Section in respect of any Insured Person, directly or indirectly for, caused by or arising from or in any way attributable to any of the following:

1. Any Pre-existing Disease or Disability arising out of a Pre-existing Diseases or any complication arising therefrom.
2. Any payment in case of more than one claim under the Policy during any one Policy Period by which Our maximum liability in that period would exceed the Sum Insured under the Section.
3. Suicide or attempted Suicide, intentional self-inflicted injury, acts of self-destruction whether the Insured Person is medically sane or insane.
4. Mental illness or sickness or disease including a psychiatric condition, mental disorders or disturbances of consciousness, strokes, fits or convulsions which affect the entire body and pathological disturbances caused by mental reaction to the same.
5. Certification by a Medical Practitioner who shares the same residence as the Insured Person or who is a member of the Insured Person's Family.
6. Death or disablement arising out of or attributable to foreign invasion, act of foreign enemies, hostilities, warlike operations (whether war be declared or not or while performing duties in the armed forces of any country during war or at peace time), participation in any naval, military or air-force operation, civil war, public defence, rebellion, revolution, insurrection, military or usurped power.
7. Death or disablement directly or indirectly caused by or associated with any venereal disease, sexually transmitted disease
8. Congenital internal or external diseases, defects or anomalies or in consequence thereof.
9. Bacterial infections (except pyogenic infection which occurs through a cut or wound due to Accident).

10. Medical or surgical treatment except as necessary solely and directly as a result of an Accident.
11. Death or disablement directly or indirectly caused due to or associated with human T-cell Lymphotropic virus type III (HTLV-III or IITLB-III) or Lymphadenopathy Associated Virus (LAV) and its variants or mutants, Acquired Immune Deficiency Syndrome (AIDS) whether or not arising out of HIV, AIDS related complex syndrome (ARCS) and any injury caused by and/or related to HIV.
12. Any change of profession after inception of the Policy which results in the enhancement of Our risk under the Policy, if not accepted and endorsed by Us.
13. Death or disablement arising or resulting from the Insured Person committing any breach of law or participating in an actual or attempted felony, riot, crime, misdemeanour or civil commotion with criminal intent.
14. Death or disablement arising from or caused due to use, abuse or a consequence or influence of an abuse of any substance, intoxicant, drug, alcohol or hallucinogen.
15. Death or disablement resulting directly or indirectly, contributed or aggravated or prolonged by childbirth or from pregnancy or a consequence thereof including ectopic pregnancy unless specifically arising due to accident;
16. Death or disablement caused by participation of the Insured Person in any flying activity, except as a bona fide fare-paying passenger of a recognized airline on regular routes and on a scheduled timetable.
17. Insured Persons whilst engaging in a speed contest or racing of any kind (other than on foot), bungee jumping, parasailing, ballooning, parachuting, skydiving, paragliding, hang gliding, mountain or rock climbing necessitating the use of guides or ropes, potholing, abseiling, deep sea diving using hard helmet and breathing apparatus, polo, snow and ice sports in so far as they involve the training for or participation in competitions or professional sports, or involving a naval, military or air force operation and is specifically specified in the Policy Schedule.
18. Death or disablement caused by working in underground mines, tunnelling or explosives, or involving electrical installation with high tension supply, or as jockeys or circus personnel, or engaged in Hazardous Activities.
19. Death or disablement arising from or caused by ionizing radiation or contamination by radioactivity from any nuclear fuel (explosive or hazardous form) or resulting from or from any other cause or event contributing concurrently or in any other sequence to the loss, claim or expense from any nuclear waste from the combustion of nuclear fuel, nuclear, chemical or biological attack.
  - a) Chemical attack or weapons means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing any illness, incapacitating disablement or death.
  - b) Biological attack or weapons means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) microorganisms and/or biologically produced toxins (including genetically modified organisms and chemically synthesized toxins) which are capable of causing any illness, incapacitating disablement or death.
20. Any physical, medical or mental condition or treatment or service that is specifically



excluded in the Policy Schedule.

**Special Conditions applicable to this Section in addition to the General conditions.**

- 1) Upon happening of any event which may give rise to a claim under this policy, written notice with all particulars must be given by insured/ nominee to the Company immediately. In case of death, written notice must be given immediately, unless reasonable cause is shown for such delay and in any case, within 30 days after death. In the event of loss of sight or amputation of limbs, written notice thereof must also be given immediately but not later than 30 days after such loss of sight or amputation.
- 2) Deviation from this will be accepted by the Company only upon being shown reasonable cause of the delay and to the satisfaction of the Company
- 3) Proof satisfactory to the Company shall be furnished of all matters upon which a claim is based. Any Medical or authorised representative of the Company shall be allowed to examine the Insured Person on the occasion of any alleged injury or disablement when and so often as the same may reasonably be required on behalf of the Company.
- 4) Such evidence as the Company may require from time to time shall be furnished including the post-mortem report, if conducted within 14 days after demand in writing.
- 5) Requirement of all or any of the following indicative documents will depend on the nature of claim:
  - a. Claim form duly signed
  - b. Policy copy
  - c. Claim Intimation
  - d. FIR / MLC Copy /Spot Panchnama / Inquest Panchnama
  - e. Death Certificate
  - f. Post Mortem Report (If conducted)
  - g. Final Police Report
  - h. Affidavit from the legal heirs of the deceased (in case nomination has not been filed by deceased)
  - i. Investigation reports
  - j. Medical certificate
  - k. Disability Certificate

- l. Photograph of the injured with reflecting disablement
  - m. Discharge card
  - n. Receipt of ambulance usage
- 6) Penal Interest Provision: -- Upon acceptance of an offer of settlement by the insured, the payment of the amount due shall be made within 30 days from the date of acceptance of the offer by the insured. In the cases of delay in the payment, the insurer shall be liable to pay interest at a rate which is 2% above the bank rate prevalent at the beginning of the financial year in which the claim is reviewed by it.
- 7) Nomination and Assignment:- This Policy is not assignable and no person(s) other than Insured or Insured's nominee(s) as mentioned in the schedule or legal representatives, wherever is applicable, can claim or sue the Insurer under this policy.

The payment by the Insurer to the Insured, his/ her nominee or legal representative of any compensation or benefit under the policy shall in all cases be an effectual discharge to the Insurer.

## SECTION VIII- LOSS OF CASH WHILST IN TRANSIT

### What *We* will Cover

*We* will indemnify *You* and/or *Your Family* for actual loss of money in coins and/or currency notes up to the *Section Sum Insured* by, *Robbery*, hold up or *Theft* within 6 hours of withdrawal of money from a Bank (including ATM centers) at which *You* maintain an account, while such money is in *Your* possession.

### What *We* will not Cover

*We* will not make payment to *You* and *Your Family* under this Section:

- a) If *You* and *Your Family* have withdrawn money in coins and/or currency notes more than once in a day.
- b) If *You* and *Your Family* do not provide *Us* and the police with an immediate notice of the loss, and send to *Us* a copy of the First Information and/or final report.
- c) Unless *You* and *Your Family* are able to establish to *Our* reasonable satisfaction that a loss of the amount stated has occurred with documentary proof.
- d) For more than Rs 25,000 in respect of a single withdrawal.
- e) For more than Rs 50,000 during *Period of Insurance*.
- f) For the first Rs 500 in respect of each and every claim.

**Note:** Single withdrawal limit shall be 50% of the *Section Sum Insured*.

## SECTION IX: ALL RISK COVER- PORTABLE EQUIPMENTS, JEWELLERY & VALUABLES

What **We** will Cover

**We** will indemnify **You** and/or **Your Family** against the loss of, destruction of, or damage to

a) **Portable equipments** anywhere in the world due to any unforeseen and sudden physical loss (except a cause mentioned in section "What we will not cover"), provided that it is in **Your** personal custody provided that **Our** liability in respect of any one item of such property in any one **Period of Insurance** will not individually or in aggregate exceed the sub limit of the **Sum Insured** set against such item in the **Schedule**.

b) **You** and/or **Your Family's Jewellery** and **Valuables** anywhere in the world due to **Accident** and/or misfortune, based upon the actual **Replacement Cost** of such **Jewellery** and **Valuables** not exceeding **Section Sum Insured**.

c) Newly purchased **Jewellery** and **Valuables** i.e. purchased after commencement of the **Policy** subject to maximum payment of 10% of **Section Sum Insured** or Rs 100,000 whichever is less duly supported by original purchase invoice/bill.

What **We** will not Cover

**We** will not make any payment under this Section for:

- 1) Deductible:
  - a. 5% of the claim amount subject to a minimum of Rs 2500 for each and every claim in respect of Jewellery & Valuables
  - b. 5% of claim amount subject to a minimum of Rs 1000 for each and every claim in respect of **portable equipments**
- 3) Loss of **Damage** to the property by or due to or arising from
  - a) Defective workmanship material or design, wear and tear depreciation, rats, insects, mildew, **Fungi**, moth, vermin, process of cleaning, washing, repairing, restoring or renovating the action of light or atmospheric condition or any other gradually operating cause.
  - b) Manufacturing defects for which the manufacturer is responsible
  - c) Mechanical and/or electrical breakdown and/or derangement, overloading or strain, overrunning excessive pressures, short circuiting and/or self heating or over winding.

- d) Improper handling, dismantling, fitting adjustment, repair alteration or modification not approved by the makers/ manufacturers and/or the agents of maker/manufacturers or use of such property contrary to the directives of the makers/manufacturers and/or this agents.
  - e) Scratching and/or denting and/or cracking
  - f) Loss or *Damage* due to cracking, scratching or breakage of lens or glass, whether part of any equipment or otherwise, or to china marble, gramophone, records and other articles of a brittle or fragile nature unless such loss or *Damage* arises from an *Accident* involving the mode by which such item is being covered.
- 4) Consequential loss of whatsoever nature
  - 5) Loss or *Damage* arising from detention, confiscation, destruction or requisition by or under the order of any government of public or local authority.
  - 6) Penalties of delay or detention or in connection with guarantees of performance or efficiency.
  - 7) *Theft*, loss or *Damage* during the hire or loan of the instrument to a third party.
  - 8) Unexplained/ Mysterious disappearance
  - 9) Loss or *Damage* to any unattended item/equipment of the property insured as described in the *Schedule*.
  - 10) Loss or *Damage* due to *Theft* or attempted *Theft* by an *Employee* of *Yours* or loss or *Damage* occasioned through the willful act of *You* and/or *Your family* or any *Employee* or the willful act of any other person with a connivance of *You* and/or *Your Family* or any *Employee*.
  - 11) Loss or *Damage* directly or indirectly, occasioned by or happening through or in consequence of volcanic eruption or other similar convulsion of nature and atmospheric disturbance.
  - 12) Loss or *Damage* directly or indirectly, proximately or remotely occasioned by or contributed to or traceable to or happening through in consequence of war, invasion, act of foreign enemy, hostilities or war like operations (whether war declared or not), civil war, civil commotion, mutiny, rebellion, revolution, insurrection, conspiracy, military or usurped power.
  - 13) Loss or *Damage* directly or indirectly caused by or contributed to by or arising from ionizing radiations contamination by radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear from any nuclear waste from the combustion of nuclear fuel or from any nuclear weapons material. For

the purpose of this exclusion, combustion shall include any self sustaining process of nuclear fission.

- 14) Any loss or *Damage* to the property insured or to the general public and/or legal liability arising out of immoral or unethical use of the property insured.
- 15) Electromagnetic field exclusion: The *Policy* does not apply to or has no liability hereunder to *You* in respect of personal injury, *Bodily Injury*, or illness of a person, loss or *Damage* to property or advertising liability arising out of exposure to any electric, magnetic and/or electromagnetic field of any frequency, whether the same be caused or allegedly caused by the insured's power lines or otherwise.
- 16) Terrorism damage exclusion warranty: This *Policy* excludes loss, *Damage*, cost or expenses 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 exclusion, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or behalf of or in connection with any organization(s) or government(s), or Unlawful Activities (Prevention) Amendment Act 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intension to influence any government and/or to put the public or any section of the public in fear for such purposes. This exclusion also includes 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 the above.
- 17) Loss or *Damage* due to *Theft* from a car unless such *Theft* occurred by violent and visible means from an enclosed *Vehicle* that has its windows *closed* and locks (*and other* security devices, if any) properly *applied*.
- 18) Loss or *Damage* whilst the item is *being conveyed* by any carrier under the contract of affreightment.
- 19) *Loss or Damage* to any item used mainly for *Business* or *Business Purpose*.
- 20) *Loss or Damage* occasioned to lottery or raffle tickets
- 21) For more than the sole value of an item comprising part of a pair or set without reference to any special value which such item may have had as a part of such pair or set, and not more than a proportionate part of the value of the pair or set.

22) Damage whilst in custody of any person other than *You, Your Family* or Bank (where *You* have kept *Jewellery* in locker).

23) *Damage* to musical instrument in respect of loss of tone and for replacement of strings, drums, skins, reeds.

If *You* do not agree whether any of these exclusion apply to *Your* Claim, *You* agree to accept the burden of proving that they do not apply.

**Special Conditions applicable to this section in addition to the general conditions wherever applicable**

1) At all times during the *Period of Insurance*, 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 *Policy* Period for the amount of such loss shall be payable by *You* to *Us*. The additional premium referred above shall be deducted from the net claim payable under the *Policy*. This continuous cover to the full extent will be available notwithstanding any previous loss for which *We* 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 *You* subject only to *Our* rights 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 stands reduced by the amount of loss in case *You* immediately on occurrence of the loss exercise *Your* option not to reinstate the *Sum Insured* as above.

2) Loss or *Damage* to *Your* Property (Applicable to Portable equipments) shall be settled at the *Market Value*, after charging the depreciation applicable as per below table

Depreciation applicable for any instrument/component

Age of the instrument/component	Depreciation %
Up to 6 months	10%
Up to 1 Year	20%
Up to 2 Years	40%
Up to 3 Years	50%
Up to 4 Years	60%
Up to 5 Years	70%
Exceeding 5 Years	75%

4) In event of loss of or *Damage* to the property or any components thereon necessitating the supply of components not obtainable from the stocks held in this country or in the event of *Us* exercising the option to pay in cash the amount of the loss or *Damage*, *Our* liability in respect of any such component shall be limited to:

a) The price quoted in the latest catalogue or price list issued by makers or their agents in this country, Or

b) If no such catalogue or price list exists, the price list obtained at the makers works PLUS the reasonable cost of transport otherwise than by air to this country and the amount of the relative import duty PLUS the reasonable cost of fitting such parts.

**First Loss Basis:** (Applicable if it is shown on *Your Schedule*)

Option 1: (when total value of *Contents* is not declared)

General Condition 4) e) i) 3) g) shall not apply to this benefit.

Option 2: (where total value of *Contents* is declared)

First Loss limit (expressed as % of the total value of *Contents* declared for insurance) will be as specified in the *Schedule* and shall be deemed as *Section Sum Insured*.

General Condition 4) e) i) 3) g) shall not apply to this benefit and "Condition of Partial Average" as below shall apply.

Condition of Partial Average

It is hereby declared and agreed that this *Policy* is issued as the First Loss Insurance up to % of the Insured's total value of *Contents* (100%) as limit in the *Schedule* attached and forming part of the *Policy*.

It is further declared and agreed in the event of total value of *Contents* at risk at the time of loss be greater by more than 15% of the total value declared for the purpose of this insurance and incorporated in the *Schedule*, the *Insured* shall be considered as being his own insurer, for the difference, and shall bear ratable share of the loss accordingly. Every item, if more than one, of the *Policy*, shall be separately subject to this condition. Subject otherwise to terms, conditions and exceptions of the *Policy*.



## SECTION X- KEY REPLACEMENT

### What *We* Cover

Key Replacement- *We* will reimburse *You* for the cost of replacing *Your Home* and/or *Your Vehicle* keys which are *Lost or stolen*. The covered cost is limited to the money *You* paid to a locksmith to produce a new key.

*Break-in* Protection- *We* will reimburse *You* for the cost of replacing *Your* locks & keys if *Your Home* or *Your Vehicle* is broken in to. The covered costs include the labor cost for replacing the lock.

Lock out Reimbursement- *We* will reimburse *You* for the cost of obtaining keys from a locksmith if *You* are locked out of *Your Home* or *Your Vehicle* due to loss or *Theft* of *Your* keys.

### Coverage Exclusions

*We* will not pay for:

- a) Costs other than those listed in the “What We Cover” section
- b) Cost associated with *Lost or Stolen* keys for a *Home* other than *Your* primary *Home*
- c) The cost to replace keys to *Vehicles* that *You* do not own for personal use

### Coverage Conditions

- d) For *Break in* protection claims, *You* must provide an official police report that indicates the incident happened within the covered time frame in order for *Us* to pay the claim unless *You* are legally incapable of doing so.

### Duties after an *Accident* or Loss

In the event of a covered loss

- e) *You* shall call *Us* at 1800 22 1111 or 1800 102 1111 or provide written intimation within 24 hrs of discovering the loss to make a claim and obtain the proper forms and instructions.
- f) *You* may file a police report within 24 hrs of discovering a covered incident
- g) *You* shall fill out and return any claims forms and accompanying documents including police report (where necessary) , receipts for replacing locks and/or keys, and any other documents *We* may ask *You* to provide.
- h) The claim form and accompanying documents must be returned to *Us* within 3 days of making the original claim.

## CUSTOMER SERVICE & GRIEVANCE PROCEDURE

The Grievance Redressal Cell of the Company looks into complaints from policyholders. If *the Insured* has a grievance that *the Insured* wishes *the Company* to redress, *the Insured* may approach the person nominated as 'Grievance Redressal Officer' with the details of his grievance.

Name, address, e-mail ID and contact number of the Grievance Redressal Officer appears in the *Policy* document as well as on *the Company's* website. An acknowledgement will be sent from the Grievance Redressal Cell within 24 hours of receipt of any complaint. Every complaint will be registered, numbered, internally assigned, investigated and *the Company's* response notified within 15 days of receipt of complaint.

Further, *the Insured* may approach the nearest Insurance Ombudsman for redressal of the grievance. List of Ombudsman offices with contact details are attached for ready reference. For updated status, Please refer to website [www.irdaindia.gov.in](http://www.irdaindia.gov.in)

CONTACT DETAILS	JURISDICTION
<b>AHMEDABAD - Shri. / Smt.</b> Office of the Insurance Ombudsman, 2nd floor, Ambica House, Near C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmadabad – 380 014. Tel.: 079 - 27546150 / 27546139 Fax: 079 - 27546142 Email: <a href="mailto:ins.omb@rediffmail.com">ins.omb@rediffmail.com</a>	State of Gujarat and Union Territories of Dadra & Nagar Haveli and Daman and Diu.
<b>BENGALURU - Shri. M. Parshad</b> Office of the Insurance Ombudsman, Jeevan Mangal Bldg., 2nd Floor, Behind Canara Mutual Bldgs., No.4, Residency Road,	New Centre.

<p>Bangalore – 560 025. Tel.: 080 - 22222049 Fax: 080 - Email: <a href="mailto:insombudbng@gmail.com">insombudbng@gmail.com</a></p>	
<p><b>BHOPAL - Shri. Raj Kumar Srivastava</b> Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: <a href="mailto:bimalokpalbhopal@gmail.com">bimalokpalbhopal@gmail.com</a></p>	<p>States of Madhya Pradesh and Chhattisgarh.</p>
<p><b>BHUBANESHWAR - Shri. B. N. Mishra</b> Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: <a href="mailto:ioobbsr@dataone.in">ioobbsr@dataone.in</a></p>	<p>State of Orissa.</p>
<p><b>CHANDIGARH - Shri. Manik B. Sonawane</b> Office of the Insurance Ombudsman, S.C.O. No. 101, 102 &amp; 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: <a href="mailto:ombchd@yahoo.co.in">ombchd@yahoo.co.in</a></p>	<p>States of Punjab, Haryana, Himachal Pradesh, Jammu &amp; Kashmir and Union territory of Chandigarh.</p>
<p><b>CHENNAI - Shri Virander Kumar</b> Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, CHENNAI – 600 018.</p>	<p>State of Tamil Nadu and Union Territories - Pondicherry Town and Karaikal (which are part of Union Territory of Pondicherry).</p>

<p>Tel.: 044 - 24333668 / 24335284  Fax: 044 - 24333664  Email:  <a href="mailto:chennaiinsuranceombudsman@gmail.com">chennaiinsuranceombudsman@gmail.com</a></p>	
<p><b>DELHI - Smt. Sandhya Baliga</b>  Office of the Insurance Ombudsman,  2/2 A, Universal Insurance Building,  Asaf Ali Road,  New Delhi – 110 002.  Tel.: 011 - 23239633 / 23237539  Fax: 011 - 23230858  Email: <a href="mailto:jobdelraj@rediffmail.com">jobdelraj@rediffmail.com</a></p>	<p>States of Delhi and Rajasthan.</p>
<p><b>GUWAHATI - Sh. / Smt.</b>  Office of the Insurance Ombudsman,  Jeevan Nivesh, 5th Floor,  Nr. Panbazar over bridge, S.S. Road,  Guwahati – 781001(ASSAM).  Tel.: 0361 - 2132204 / 2132205  Fax: 0361 - 2732937  Email: <a href="mailto:ombudsmanghy@rediffmail.com">ombudsmanghy@rediffmail.com</a></p>	<p>States of Assam, Meghalaya, Manipur,  Mizoram, Arunachal Pradesh, Nagaland  and Tripura.</p>
<p><b>HYDERABAD - Shri. G. Rajeswara Rao</b>  Office of the Insurance Ombudsman,  6-2-46, 1st floor, "Moin Court",  Lane Opp. Saleem Function Palace,  A. C. Guards, Lakdi-Ka-Pool,  Hyderabad - 500 004.  Tel.: 040 - 65504123 / 23312122  Fax: 040 - 23376599  Email: <a href="mailto:insombudhyd@gmail.com">insombudhyd@gmail.com</a></p>	<p>States of Andhra Pradesh, Karnataka  and Union Territory of Yanam - a part of  the Union Territory of Pondicherry.</p>
<p><b>Jaipur - Shri. Ashok K. Jain</b>  Office of the Insurance Ombudsman,  Jeevan Nidhi – II Bldg., Gr. Floor,  Bhawani Singh Marg,  Jaipur - 302 005.  Tel.: 0141 -</p>	<p>New Centre.</p>

Fax: 0141 - Email:	
<b>KOCHI - Shri. P. K. Vijay Kumar</b> Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulum - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: <a href="mailto:lokochi@asianetindia.com">lokochi@asianetindia.com</a>	State of Kerala and Union Territory of (a) Lakshadweep (b) Mahe-a part of Union Territory of Pondicherry.
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**Address and contact number of Governing Body of Insurance Council**

Secretary General

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