

HUT INSURANCE POLICY

In consideration of the Insured named in the Schedule hereto having paid to HDFC Chubb General Insurance Company Limited (hereinafter called "the Company") the premium stated in the Schedule, the Company agrees (subject to the conditions contained herein or endorsed or otherwise expressed hereon which conditions will be deemed to be the conditions precedent to the right of the Insured to recover hereunder) to pay to the Insured the amount of loss either (i) equivalent to the Sum Insured shown against respective item of the Schedule if the property insured is fully destroyed or damaged or (ii) to the extent of damage actually suffered, but not exceeding the Sum Insured, shown against respective item of the Schedule, if property insured is partially damaged, during the currency of the Policy due to occurrence of any of the insured perils mentioned below, subject to submission of proof of such loss to the satisfaction of the Company:

1. Fire (including fire resulting from explosion and short circuit)
2. Lightning
3. Explosion of boiler or gas used for domestic purpose only
4. Earthquake or any other convulsion of nature
5. Flood, Inundation
6. Storm, tempest, cyclone or other atmospheric disturbance of similar nature
7. Aircraft damage
8. Riot and Malicious act
9. Impact Damage

For the purpose of this Policy, Hut shall mean a structure which conforms to the following minimum construction standards viz. structure(s) having walls and / or roofs of wooden planks / thatched leaves and / or grass /hay of any kind / bamboo / plastic cloth / asphalt cloth /canvas /tarpaulin and the like.

EXCLUSIONS

- I. This Policy does not cover loss or damage occasioned by:
 - (a) terrorism,
 - (b) war, war-like operations, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, military or usurped power or any consequences thereof or attempt threat,
 - (c) any accident, loss destruction, damage or legal liability directly or indirectly caused by or contributed in by or arising from nuclear weapons / weapons material, ionising radiation or radioactivity,
 - (d) theft during or after the occurrence of fire resulting in a claim under the Policy,
 - (e) Consequential or indirect loss or damage which is not the direct result of insured perils,
 - (f) apprehended loss or damage or contractual liability or legal liability of any kind

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

CONDITIONS



1. All insurance under this Policy shall cease immediately upon any collapse or displacement of the hut. The Company shall at all reasonable times have the right to inspect and examine the property insured hereunder. The Insured shall take all reasonable steps to safeguard the property insured against loss or damage and minimise any claim arising out of an insured peril. The Insured shall also take all steps within their control to avert occurrence of the insured peril and, following the occurrence of an insured peril, to protect the property insured from further damage or loss.
2. On the happening of any loss or damage to the insured property giving rise to or likely to give rise to a claim under this Policy, the Insured shall give immediate notice to the Office of the Company which has issued the Policy or the nearest office on any of the following facsimile numbers – (Mumbai 022 56383699; Delhi: 011 51520725; Bangalore: 080 51120477) marked to the attention of 'Rural Officer and shall within 14 days of the occurrence, submit details of the loss on the prescribed claim form to the Company and permit the Company's representatives, upon prior appointment and during reasonable times, to enter and inspect the Insured premises at which the loss or damage to the Insured property has occurred for the purpose of investigating the claim. A notice or communication to the Company under this Policy shall be in writing and addressed to the corporate office currently situated at 5th Floor, Express Towers, Nariman Point, Mumbai 400 021. No such notice or communication shall be valid unless it contains full particulars of the policy, the Insured Person and other details as may be necessary.
3. The Insured agrees not to transfer his interest in the Policy unless the Company consents to the transfer in writing.
4. The Policy does not cover:
 - (a) Goods in trust
 - (b) Coin or Paper Money, Cheques, Bullion, Precious Stones, Gold and Silver articles.
 - (c) Securities, documents of any kind Curios, Works of art
 - (d) Explosives
5. The Policy can be terminated at any time during the currency of the Policy by either party by giving seven days prior notice in writing to the other party and the party so terminating the Policy shall return to other, pro-rata premium corresponding to the unexpired period of the Policy.
6. The Policy shall be voidable at the Company's sole option on grounds of misrepresentation, fraud, non-disclosure of material facts or non-cooperation by the Insured and on the policy being declared as void by the Company, all premium paid hereon shall be forfeited to the Company.
7. No sum payable under the Policy shall carry any interest or penalty.
8. The Policy shall be governed by laws of India and courts of Mumbai alone shall have jurisdiction in respect of any dispute hereunder.
9. Where proposal forms are not received, information obtained from the Insured whether orally or otherwise is captured in the cover note, if issued, and / or in the Policy document. The Insured shall point out to the Company, discrepancies, if any, in the information contained in the Policy document within 15 days from Policy issue date after which information contained in the Policy shall be deemed to have been accepted as correct.



10. Any person who has a grievance against the Company, may himself or through his legal heirs make a complaint in writing to the Insurance Ombudsman in accordance with the procedure contained in The Redressal of Public Grievance Rules, 1998 (Ombudsman Rules). Proviso to Rule 16(2) of the Ombudsman Rules however, limits compensation that may be awarded by the Ombudsman, to the lower of compensation necessary to cover the loss suffered by the insured as a direct consequence of the insured peril or Rs. 20 lakhs Rupees Twenty Lakhs Only) inclusive of ex-gratia and other expenses. A copy of the said Rules shall be made available by the Company upon prior written request by the Insured.
11. If the amount claimed is equal to or more than the Sum Insured, the claim settlement amount, if any, shall be paid to the person having financial interest in the insured property.

INSURANCE IS THE SUBJECT MATTER OF THE SOLICITATION

