

Reliance Home Loan Care Plus Insurance Policy

Preamble

WHEREAS the Insured described in the Schedule hereto (hereinafter called the “Insured”) by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to Reliance General Insurance Company Limited (hereinafter called the “Company”) for the insurance hereinafter contained and has paid or agreed to pay, in such manner and within such time, as may be prescribed under the provisions of the Insurance Act, 1938 and the rules made thereunder, the premium stated in the Schedule as consideration for such insurance during the period stated in the Schedule or during any further period for which the Company may accept payment for the renewal or extension of this policy:

Operative Clause:

The Company hereby agrees subject to the terms and conditions contained herein or endorsed or otherwise expressed hereon, to compensate / indemnify the Insured to the extent and in the manner specified herein, against any loss incurred due to operation of any of the insured perils during the policy period.

Definitions

“**Accident**” means a sudden, unforeseen event resulting in death or permanent total disability to the Insured by external, violent and visible means.

“**Appliances**” shall mean and include electrical, mechanical and electronic appliances such as refrigerator, television, DVD player, videocassette recorder/player, washing machine, microwave oven, music system, personal computer, laptops and air-conditioner contained or fixed in the Insured’s home for domestic use.

“**Building**” means structure (above plinth and foundation excluding land) of standard construction unless specifically mentioned. It shall include connected utilities, sanitary fittings, fixtures and fittings therein belonging to the Insured and for which he/she is accountable.

“Burglary & Housebreaking” means theft involving entry into or exit from the Insured’s house by forcible and violent means or following assault or violence or threat thereof, to the Insured or any of the members of Insured’s family or any person residing lawfully in the Insured’s house.

“Contents” mean and include furniture, fixture, fittings, linen, clothing, kitchen items, cutlery /crockery contained in the Insured’s home for domestic use and all such items for which the Insured is accountable.

“Critical illnesses” mean any disease /illness limited to the following:

- a. Aorta Graft Surgery
- b. Cancer,
- c. Coronary Artery Bypass Surgery,
- d. End Stage Liver Disease,
- e. End Stage Lung Disease
- f. End Stage Renal Failure,
- g. First Myocardial Infarction,
- h. Heart Valve Replacement Surgery,
- i. Major Organ Transplant,
- j. Multiple Sclerosis,
- k. Paralysis,
- l. Stroke.

“Home” means the building of standard construction at the address mentioned in the Schedule, which has been constructed or purchased out of the home loan being covered under this Policy.

“Home loan EMI” means the equated monthly instalment payable by the Insured to the financial institution for the home loan.

“Injury” means accidental physical injury caused during the Policy period.

“Insurable event” means an event, loss or damage for which the Insured is entitled to benefit/s under this Policy

“**Insured**” means the individual in whose name the Policy is issued and who permanently lives in India and for whom the insurance is proposed and appropriate premium paid.

“**Kutch construction**” shall mean and include any building(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.

“**Outstanding Home loan**” means the amount outstanding on any given day to a financial institution of the principal home loan and interest thereon payable by the Insured.

“**Permanent Total Disability**” shall mean accidental injury which shall within twelve calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of:

- sight of both eyes, or of the actual loss by physical separation of two entire hands or two entire feet, or of one entire hand and one entire foot, or of such loss of sight of one eye and such loss of one entire hand or one entire foot,
- use of two hands or two feet, or of one hand and one foot, or of such loss of sight of one eye and such loss of use of one hand or one foot.

It shall also include accidental injury which shall, as a direct consequence thereof, immediately and permanently disable the Insured from engaging in any employment or occupation of any description whatsoever.

“**Pre-existing disease**” means a chronic disease / illness / injury / condition and consequences of such disease / illness / injury / condition existing or known to exist at the inception of the Policy, even if the same has not been treated, including disease / illness / injury / condition treated or for which medical advice has been sought in the last six months before inception of the Policy and including their consequences.

“**Property**” means ‘Home’ and ‘Contents’ as herein above defined except as otherwise stated.

“**Reinstatement Value**” (RV) means the cost of replacing or reinstating on the same site, property of the same kind or type but not superior to or more extensive than the property insured when new.

“**Schedule**” means Schedule attached to and forming part of this Policy.

“**Sum Insured**” means the maximum amount of coverage, as specified in the Schedule to this Policy, that the Insured is entitled to in respect of each benefit and as applicable under this Policy.

“**Standard construction**” means any construction other than ‘Kutchha’ construction.

“**Standard type of aircraft**” means any aircraft duly licensed to carry passengers (for hire or otherwise) by an appropriate authority irrespective of whether such an aircraft is privately owned or chartered or operated by a regular airline or whether such an aircraft has a single engine or multiengine.

Scope of Coverage

Section A - Accidental Death & Permanent Total Disability

1. What is covered

This Section covers the Insured up to the Sum Insured specified in the Schedule to this Policy, against default in payment of his / her home loan EMIs on account of bodily injury, solely and directly, caused by accidental, violent, external and visible means resulting in death or permanent total disablement, as the case may be, of the Insured within 12 (twelve) calendar months of occurrence of such injury.

Additionally, this Section also provides for reimbursement, in the event of the death of the Insured due to injury caused, solely and directly, by accidental, violent, external and visible means outside his/her home, of the expenses incurred for transportation of Insured’s dead body to his/her place of residence subject to a maximum of Rs 2,500/-.

2. Basis of settlement

Subject to the Sum Insured specified in the Schedule to this Policy, coverage under this Section shall be as follows:

Nature of Disablement	% of Sum Insured
1. Death	100%
2. Total and irrecoverable loss of	
i) Sight of both eyes or of the actual loss by physical separation of the two entire hands or two entire feet or one entire hand and one entire foot or of such loss of sight of one eye and such loss of one entire hand or one entire foot.	100%
ii) Use of two hands or of two feet or of one hand and one foot or of such loss of sight of one eye and such loss of use of one hand or one foot	100%
3. Total and irrecoverable loss of	
i) The sight of one eye or the actual loss by physical separation of one entire hand or one entire foot.	50%
ii) Use of a hand or a foot without physical separation	50%
For the purpose of items 2 and 3 above, physical separation of one entire hand shall mean separation at or above wrist and/or of the foot at or above ankle, respectively	
4. Permanent total and absolute disablement disabling the Insured from engaging in any employment or occupation of any description whatsoever	100%

- The disablement / death must occur within one year of the accident.
- The disablement must be confirmed and claimed for prior to the expiry of a period of 3 months since occurrence of the disablement

In the event the outstanding home loan amount of the Insured, on the date of claim is less than the Sum Insured, an amount equivalent to the outstanding home loan as on date of claim will be paid to the financial institution concerned and the balance of the Sum Insured, if any, will be paid to the Insured or his / her legal representatives as the case may be.

Pre-closure charges, if any, payable to the financial institution concerned due to foreclosure of the loan will also be covered under the Policy.

3. What is not covered

The Company shall not be liable under this Section for:

1. Any pre-existing disability / accidental injury.
2. Accidental death or permanent disability due to mental disorders or disturbances of consciousness, strokes, fits or convulsions which affect the entire body and pathological disturbances caused by the mental reaction to the same.
3. Accidental death or permanent disability caused by curative measures, radiation, infection, poisoning except where these arise from an accident.
4. Any other claim after a claim for death due to accidental injury has been admitted by the Company and becomes payable.
5. Any payment in case of more than one claim under the Policy during any one period of insurance by which the maximum liability of the Company in that period exceeds the available sum payable.
6. Death or permanent disability resulting, directly or indirectly, caused by, contributed to or aggravated or prolonged by child birth or from pregnancy or in consequence thereof.
7. Any claim in respect of accidental death or permanent disablement of the Insured
 - i. from intentional self-injury, suicide or attempted suicide
 - ii. self exposure to needless perils except in an attempt to save human life
 - iii. whilst under the influence of liquor or drugs or other intoxicants
 - iv. whilst engaging in aviation or ballooning whilst mounting into, dismounting from or traveling in any aircraft or balloon other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world
 - v. directly or indirectly, caused by venereal disease, AIDS or insanity
 - vi. arising or resulting from the Insured committing any breach of law or participating in an actual or attempted felony, riot, crime, misdemeanor or civil commotion
 - vii. whilst engaging in racing, hunting, mountaineering, ice hockey, winter sports.
8. Any consequential loss or damage cost or expense of whatsoever nature.
9. Death or permanent disablement due to accidental injury arising out of or directly or indirectly connected with or traceable to 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, Princes and people of whatsoever nation, condition or quality.

10. Death or permanent disablement due to accidental injury, directly or indirectly, caused by or contributed to by or arising from -
- i. ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel and for the purposes hereof, combustion shall include any self-sustaining process of nuclear fission;
 - ii. nuclear weapons material.
11. Insured whilst engaging in 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.
12. Insured whilst flying or taking part in aerial activities (including cabin crew) except as a fare-paying passenger in a regular Scheduled airline or air charter company.

4. Special Condition

In the event of permanent disablement, the Insured will be under obligation to:

- a. Have himself/herself examined by the Panel Doctors appointed by the Company and the Company will pay the costs involved thereof.
- b. Authorize doctors providing treatment or giving expert opinion and any other authority to supply the Company any information that may be required on the condition of the Insured.

If the above obligation is not met with due to whatsoever reason, the Company shall be relieved of its liability to compensate under this benefit

Section B – Critical Illnesses

1. What is covered

This Section covers the Insured up to the Sum Insured specified in the Schedule to this Policy, against default in payment of his / her home loan EMIs on being diagnosed as contracting any of the critical illnesses as defined hereinabove and surviving for more than 30 days post such diagnosis, at any time during the Policy period.

In the event that the outstanding home loan amount of the Insured, on the date of claim, is less than the Sum Insured, an amount equivalent to the outstanding home loan as on date of claim will be paid to the financial institution concerned and the balance of the Sum Insured, if any, will be paid to the Insured or his / her legal representatives, as the case may be.

Pre-closure charges, if any, payable to the financial institution concerned due to foreclosure of the loan will also be covered under the Policy.

2. What is not covered

The Company shall not be liable to make any payment for any claim directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following:

1. All diseases/injuries which are pre-existing when this insurance cover incept for the first time whether or not the Insured had knowledge of symptoms of having contracted any of the critical illnesses at any time before commencement of the Policy.
2. Any critical illness contracted by the Insured at the time of inception of the Policy or within first three months of inception of this Policy.
3. Diagnosis of any critical illnesses not evidenced by a certificate issued by the attending Doctor.
4. Death of the Insured before 30 days of diagnosis of the critical illness.
5. Medical Certification of contracting of critical illness by a family member or from persons not registered as Medical Practitioners under recognized medical councils.
6. Any critical illness contracted by the Insured in performance of duties as serving member of a military or a police force.
7. Any critical illness contracted due to alcohol or drug abuse.

8. Any critical illness contracted due to Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
9. Any critical illness, directly or indirectly, caused by or contributed to by nuclear weapons/materials or radioactive contamination.
10. Any critical illness, directly or indirectly, caused by or arising out of any criminal act of the Insured.
11. Any critical illness directly or indirectly, caused by or arising from or attributable to foreign invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, act of terrorism.
13. Any critical illness, directly or indirectly, arising whilst the Insured being engaged in 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.
14. Any critical illness, directly or indirectly, arising whilst the Insured is flying or taking part in aerial activities (including cabin crew) except as a fare-paying passenger in a regular Scheduled airline or air charter company

Section C – Loss of employment

1. What is covered

This Section covers the Insured up to the Sum Insured specified in the Schedule to this Policy against default in payment of his / her home loan EMI's due to loss of employment on account of:

- a. Termination of the Insured from employment on account of closure of the firm / body corporate / establishment wherein the Insured is employed, due to poor financial

health or any merger/acquisition of the firm / body corporate / establishment leading to the termination, dismissal or retrenchment of the Insured.

- b. Termination or dismissal, lay off, temporary suspension or retrenchment of the Insured from the employment imposed on him/her by the firm / body corporate / establishment in compliance with any law relating to this employment for the time being in force or any directives by any Public Authority.
- c. Any retirement scheme of compulsory nature if the firm / body corporate / establishment is closing down one division and a minimum of 20 employees are availing the retirement scheme.

The Sum Insured under this Section is limited to 12 home loan EMIs or the outstanding home loan amount whichever is lower at the time of claim.

2. What is not covered:

The Company shall not be liable under this Section for:

1. In the event of termination, dismissal, temporary suspension or retrenchment from employment of the Insured which is being attributed to any dishonesty or fraud on the part of the Insured or his willful violation of any rules of the employer or laws for the time being in force.
2. In connection with or in respect of:
 - a. Self employed persons
 - b. Any claim relating to unemployment in respect of a job which is casual, temporary, seasonal or contractual in nature or any claim relating to an employee not on the direct rolls of the employer.
 - c. Unemployment at the time of inception of the period of insurance or arising within first three months of inception of the period of Insurance.
3. Termination, dismissal, temporary suspension or retrenchment from employment of the Insured which does not commence during the period of insurance.
4. Termination, dismissal, temporary suspension or retrenchment from employment of the Insured which is less than a period of thirty (30) days at a stretch.
5. Termination, dismissal, temporary suspension or retrenchment from employment of the Insured which is attributed to poor performance of the Insured.
6. Termination, dismissal, temporary suspension or retrenchment from employment of the Insured where insured was aware of the circumstance leading to such termination, dismissal, temporary suspension or retrenchment beforehand at the time proposing for this insurance.

7. Unemployment of the Insured that is purely voluntary.
8. Resignation, Superannuation, early retirement of the Insured.

3. Special Condition

Eligibility for claim under this Section:

- The Insured shall be out of his current job on account of the reasons mentioned herein above and shall be out of any job at least for thirty days consecutively from the time of losing his / her current job.
- The benefit under this Section will stop once he / she gets another job.
- The maximum Sum Insured under this Section shall not exceed Rs 6 lakhs.

Section D – Child Care Allowance

What is covered

This Section provides for payment of allowance to the dependant child(ren) of the Insured up to the limits of the Sum Insured as specified in the Schedule to this Policy, in the event of death or permanent total disablement of the Insured, due to accidental injury for which there is a valid claim under Section A of this Policy.

The allowance will be payable to the dependant children of the Insured (limited to a maximum of two children below the age of 21 years) towards their educational expenses, provided that the children are pursuing their education at the time of claim under this Section.

The Sum Insured is subject to a limit of 2% of the outstanding home loan at the commencement of this Policy.

All the exclusions applicable to Section A of this Policy above, shall apply to this Section also.

Section E – Home Cover

What is Covered:

Under this Section, the Company will indemnify the Insured, upto the limit of the Sum Insured as specified in the Schedule to this Policy, in respect of loss or damage to the building i.e. structure of the home of the Insured which was acquired through the home loan sanctioned and released to the Insured by the financial institution concerned and which is covered hereunder, due to Fire and Allied perils including earthquake, in accordance with the Table of Perils Covered and Exclusions given hereunder in this Policy.

Coverage under this Section is further subject to condition of average, that is to say, 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 of the insured perils be collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being his/her own insurer for the difference and shall bear a rateable portion of the loss accordingly. Provided, however, that if the Sum Insured hereby on the property insured shall at the breaking out of such fire or at the commencement of such destruction or damage be not less than 85% (eighty five percent) of the collective value of the property insured, condition of average shall not apply, notwithstanding anything to the contrary contained in the Policy.

The basis of indemnity will be either on reinstatement value or market value as opted by the Insured.

Section F – Home Contents

What is Covered:

Under this Section, the Company will indemnify the Insured, up to the limit of the Sum Insured as specified in the Schedule to this Policy , in respect of loss or damage to contents including appliances in the Insured's home arising due to -

1. Fire and Allied perils including earthquake (in accordance with the Table of Perils Covered and Exclusions given hereunder in this Policy)
2. burglary, housebreaking, hold-up
 - a. Loss or damage to home contents, appliances and valuables by burglary, housebreaking and hold-up.
 - b. Damage to the Insured's home and/or safe resulting from burglary and/or housebreaking or any attempt thereat subject to a maximum of 5 % of the Sum Insured.

Provided however that no loss under clauses a) and b) hereinabove, shall together exceed the Sum Insured.

The basis of indemnity will be either on reinstatement value or market value as opted by the Insured.

Coverage under this Section in respect of loss or damage due to Fire and Allied perils including earthquake is further subject to condition of average, that is to say, 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 of the insured perils be collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being his/her own insurer for the difference and shall bear a rateable portion of the loss accordingly. Provided, however, that if the Sum Insured hereby on the property insured shall at the breaking out of such fire or at the commencement of such destruction or damage be not less than 85% (eighty five percent) of the collective value of the property insured, condition of average shall not apply, notwithstanding anything to the contrary contained in the Policy.

Coverage under this Section in respect of loss or damage due to burglary, housebreaking and hold-up is subject to first loss basis and the liability of the Company shall be limited to the Sum Insured.

The Sum Insured under this Section is applicable collectively to both the perils i.e. Fire and Allied perils as well as Burglary and/or Housebreaking, subject to provisions relating to reinstatement of sum insured after a claim.

Table of Perils Covered and Exclusions (For Sections E & F)

I Fire

Excluding loss, destruction of or damage caused to the property insured by

- i) its own fermentation, natural heating or spontaneous combustion
 - ii) its 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), economisers 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 of or damage caused by aircraft, other aerial or space devices and articles dropped therefrom excluding those caused by pressure waves.

V Riot, Strike and 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 by any person (whether or not such act is committed in the course of a disturbance of public peace) in any malicious act.

Terrorism Damage Exclusion Warranty:

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

of any other cause or event contributing concurrently or in any other sequence to the loss.

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

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

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

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

VI Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation (STFI)

Loss, destruction or damage directly caused by storm, cyclone, typhoon, tempest, hurricane, tornado, flood or inundation, volcanic eruption or other convulsions of nature.

VII Impact Damage

Loss 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 property insured or
- Insured's employees while acting in the course of their employment.

VIII Subsidence and Landslide including Rockslide

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, ground works or excavations.

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

X Missile Testing operations

XI Leakage from Automatic Sprinkler Installations

Excluding loss, destruction or damage caused by

- defects in construction known to the Insured
- repairs or alterations to the property insured
- repairs, removal or extension of the sprinkler installation

XII Bush Fire

Excluding loss, destruction or damage caused by forest fire.

Provided that the liability of the Company shall in no case exceed in respect of each item the Sum Insured expressed in the Schedule to be insured thereon or in the whole the total Sum Insured hereby or such other sum or sums as may be substituted therefor by memorandum hereon or attached hereto signed by or on behalf of the Company.

XIII Earthquake (Fire and Shock)

Loss or damage (including loss or damage by fire) to any of the property insured 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 therefrom.

Provided always that in the event of a claim for loss or damage due to earthquake under this Section the Insured shall (if so required) prove that the loss or damage was occasioned by or through or in consequence of earthquake

What is not covered (For Sections E & F)

The Company shall not be liable in respect of loss or damage to :-

- a) articles of consumable nature
- b) livestock, motor vehicles and pedal cycles
- c) deeds, bonds, bills of exchange, promissory notes and jewellery and valuables, unless separately specified.

Special Exclusions (For Sections E & F)

Coverage under Sections E and F does not include the following -

1. Loss, destruction or damage caused by war, invasion, act of foreign enemy, hostilities or war like operations (whether war be declared or not), civil war, mutiny or civil commotion assuming the proportions of or amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
2. Loss, destruction or damage, directly or indirectly, caused to the property insured by ionising, radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel the radio active toxic, explosives or other hazardous properties of any explosive nuclear assembly or nuclear component thereof .
3. Loss, destruction or damage caused to the property insured by pollution or contamination excluding
 - a. pollution or contamination which itself results from a peril hereby insured against
 - b. any peril hereby insured against which itself results from pollution or contamination.
4. Loss, destruction or damage to bullion or unset precious stones or any curios or works of art of an amount exceeding Rs. 10,000/-manuscripts, plans, drawings, securities, obligations or documents of any kind, stamps, coins or paper money,

cheques, books of accounts or other business books, computer systems records, explosives unless otherwise expressly stated in the policy.

5. Loss, destruction or damage to the stocks in cold storage premises caused by change of temperature.
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 cause (lightning included) provided that this exclusion shall apply only to the particular electrical machine, apparatus, fixture or fitting so affected and not to other machines, apparatus, fixtures or fittings which may be destroyed or damaged by fire so set up.
7. Expenses necessarily incurred on (i) Architects, Surveyors and Consulting Engineer's Fees and (ii) debris removal by the Insured following loss, destruction or damage to the property insured by any of the insured perils in excess of 3% and 1% of the claim amount respectively.
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 or damage by spoilage resulting from the retardation or interruption or cessation of any process or operation caused by operation of any of the perils covered.
10. Loss by theft during or after the occurrence of any of the insured perils except as provided under riot, strike, malicious and terrorism damage cover.
11. Loss or damage occasioned by or through or in consequence, directly or indirectly, due to volcanic eruption or other convulsions of nature.
12. 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.

Exclusions in respect of loss or damage due to burglary and/or housebreaking

This Policy does not cover loss or damage:

1. where any member of the Insured's family is concerned as principal or accessory
2. to livestock, motor vehicles and pedal cycles
3. to money, securities for money, stamps, bullion, bonds, bills of exchange, promissory notes, shares and stock certificates, business books, manuscripts unless separately specified

General Conditions (applicable only for coverage under Fire and Allied perils including earthquake)

1. All insurance under this Policy shall cease on expiry of seven days from the date of fall or displacement of any building or part thereof or of the whole or any part of any range of buildings or of any structure of which such building forms part.

Provided such a fall or displacement is not caused by insured perils, loss or damage which is covered by this Policy or would be covered if such building, range of buildings or structure were insured under this Policy.

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

2. Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the Insured, before the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the Policy by or on behalf of the Company: -
 - a. If the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building insured or containing the insured property be changed in such a way as to increase the risk of loss or damage by insured perils.
 - b. If the building insured or containing the insured property becomes unoccupied and so remains for a period of more than 30 days.

- c. If the interest in the property passes from the Insured otherwise than by will or operation of law.
3. 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.
4. (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 insurances, if any.

The Insured shall also at all times at his own expense produce, procure and give to the Company all such further particulars, plans, specification books, vouchers, invoices, duplicates or copies thereof, documents, investigation reports (internal/external), proofs and information with respect to the claim and the origin and cause of the 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 has 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 the subject of a pending action or arbitration; it being expressly agreed and declared

Regd Office: 19, Reliance Centre, Walchand Hirachand Marg, Ballard Estate, Mumbai – 400 038

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.

5. 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 on his / her behalf shall not comply with the requirements of the Company or shall hinder or obstruct the Company, in the exercise of its powers hereunder, all benefits under this Policy shall be forfeited.

The Insured shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not.

6. If the Company at its option, reinstates or replaces 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 nor 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, specifications, measurements, quantities and 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.

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

The additional premium referred above shall be deducted from the net claim amount payable under the Policy. This continuous cover to the full extent will be available notwithstanding any previous loss for which the Company may have paid 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.

General Conditions (applicable to all Sections of this Policy)

1. Duty of Disclosure

The Policy shall be null and void and no benefit shall be payable in the event of untrue or incorrect statements, misrepresentation, mis-description or non-disclosure

of any material particulars in the proposal form, personal statement, declaration and connected documents, or any material information having been withheld, or a claim being fraudulent or any fraudulent means or device being used by the Insured or any one acting on his/their behalf to obtain a benefit under this Policy.

2. Observance of terms and conditions

The due observance and fulfillment of the terms, conditions and endorsement of this Policy in so far as they relate to anything to be done or complied with by the Insured, shall be a condition precedent to any liability of the Company to make any payment under this Policy.

3. Reasonable Care

The Insured shall take all reasonable steps to safeguard the interests of the Insured against accidental loss or damage that may give rise to a claim.

4. Material change

The Insured shall immediately notify the Company in writing of any material change in the risk and cause at his own expense/ such additional precautions to be taken as circumstances may require and the Company may adjust the scope of cover and / or premium, if necessary, accordingly.

5. Records to be maintained

The Insured shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record.

6. No constructive Notice

Any knowledge or information of any circumstance or condition in connection with the Insured in possession of any official of the Company shall not be notice to or be held to bind or prejudicially affect the Company notwithstanding subsequent acceptance of any premium.

7. Notice of charge

The Company shall not be bound to take notice or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this Policy, but the payment by the Company to the Insured or his/her nominees or his/her legal representatives, as the case may be, of any compensation or benefit under the Policy shall in all cases be an effectual discharge to the Company.

8. Special Provisions

Any special provisions subject to which this Policy has been entered into and endorsed in the Policy or in any separate instrument shall be deemed to be part of this Policy and shall have effect accordingly.

9. Electronic Transactions

The Insured agrees to adhere to and comply with all such terms and conditions as the Company may prescribe from time to time, and hereby agrees and confirms that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of the Company, for and in respect of this Policy or its terms, or the Company's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the Company's terms and conditions for such facilities, as may be prescribed from time to time. The Insured agrees that the Company may exchange, share or part with any information to or with other group companies or any other person in connection with the Policy, as may be determined by the Company and shall not hold the Company liable for such use /application.

10. Duties of the Insured on occurrence of loss (except in respect of loss or damage due to fire and allied perils)

On the occurrence of any loss, within the scope of this Policy the Insured shall:

- a) Forthwith file/submit a Claim Form together with the home loan particulars and home loan EMI details
- b) Allow the Medical Practitioner or TPA appointed by the Company to inspect the medical records and to examine the Insured.
- c) Assist and not hinder or prevent the Company or any of its agents in pursuance of their duties.

If the Insured does not comply with the provisions of this Condition, all benefits under this Policy shall be forfeited, at the option of the Company.

- ii) If the Insured shall sustain any bodily injury in respect of which a claim is or may be made hereunder prompt written notice thereof shall be given to the Company as soon as possible but in any event within fourteen days of the date of injury. If the Insured shall die, notice of death shall be given by the nominees / legal representative(s) forthwith. All certificates, information and evidence whether from a Medical Attendant or otherwise required by the Company shall be furnished at the expense of the Insured or nominee or legal representatives, as the case may be, and shall be in such form and of such nature as the Company may prescribe. The Insured must immediately after the occurrence of any accident which may be the subject of a claim hereunder obtain medical treatment failing which the Company will not be liable for any consequence thereof. The documents required are:

In case of Personal Accident Death claims

- a. FIR from police authorities wherever necessary (in case of accidents outside residence)
- b. Death Certificate from the Municipal Authorities
- c. Post Mortem Report

In case of Personal Accident Permanent Disability claims

- a. FIR from police authorities wherever necessary (in case of accidents outside residence)
- b. Certificate from the attending Medical Practitioner for the injury indicating the extent of disability
- c. Hospital Medical Records

In case of Critical Illness

- a. Medical Examination records
- b. Report from the Physician about the onset / contracting of critical illness

In case of Loss of Employment

- a. The letter of the employer terminating, dismissing or suspending the Insured from the present job

b. Proof towards not having any employment

In case of Child Care Allowance

- a. Age proof of the Dependent Children of the Insured
- b. Dependency Proof/Proof towards the Dependent Children of the Insured being enrolled in any educational institution

The Insured shall forward to the Company forthwith every written notice or information of any verbal notice of claim and shall send to the Company any writ, summons or other legal process issued or commenced against the Insured and shall give all necessary information and assistance to enable the Company to settle or resist any claim or to institute proceedings. The Insured shall not incur any expenses in making good any claim without the written consent of the Company and shall not negotiate, pay, settle, admit or repudiate any claim without such consent.

11. Position after a claim (Except in respect of loss or damage due to fire and allied perils)

The benefit of claim under Section A and B together is applicable only once during the Policy Period. Accordingly if the Insured / legal representatives report a claim under either Section A or B and the same is acknowledged by the Company, then the Policy becomes in-operative for both these Sections and no further claim can be reported under the Sections A or B of the Policy.

As regards Sections A to D, once a claim is paid under any one of the above Sections of the Policy, the Policy becomes in-operative for those Sections and is operational only in respect of Section E and F.

In case of loss or damage due to Burglary and/or Housebreaking covering the Home and Home contents, the following provisions shall apply:

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

The additional premium referred above shall be deducted from the net claim amount payable under the Policy. This continuous cover to the full extent will be available

notwithstanding any previous loss for which the Company may have paid 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.

12. Subrogation

In the event of payment under this Policy, the Company shall be subrogated to all the Insured's rights or recovery thereof against any person or organisation, and the Insured shall execute and deliver instruments and papers necessary to secure such rights. The Insured and any claimant under this Policy 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 required by the Company, before or after Insured's indemnification, in enforcing or endorsing any rights or remedies, or of obtaining relief or indemnity, to which the Company shall be or would become entitled or subrogated.

13. Contribution

If there shall be existing any other insurance of any nature whatsoever covering the same Insured whether effected by the Insured or not, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage. This provision, however, shall not be applicable to benefits under Sections A, B & D of the policy.

14. Fraudulent claims

If any claim is in any respect fraudulent, or if any false statement, or declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured or anyone acting on his/her behalf to obtain any benefit under this Policy

15. Feature of Claims

If a claim is made and rejected and no Court action or suit is commenced within twelve months after such rejection or, in case of arbitration taking place as provided

therein, within twelve (12) calendar months after the Arbitrator or Arbitrators have made their award, all benefits under this Policy shall be forfeited.

16. Cancellation/termination

The Company may at any time, cancel this Policy, by giving 7 days notice in writing by Registered Post Acknowledgment Due to the Insured at his / their last known address in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation. The Insured may also give 7 days notice in writing, to the Company, for the cancellation of this Policy, in which case the Company shall from the date of receipt of notice cancel the Policy and retain the premium for the period this Policy has been in force at the Company's short period scales.

Table of Short Period Scales		
Period of Risk (Not exceeding)	Premium to be retained (%of the Premium amount)	
	Policy Tenure – 5 years	Policy Tenure – 7 years
1 year	30%	20%
2 years	50%	40%
3 years	75%	60%
4 years	100%	75%
5 years		90%
6 years		100%

17. Cause of Action / Currency for Payment

No claim shall be payable under this Policy unless the cause of action arises in India. All claims shall be payable in India and in Indian Rupees only.

18. Policy Disputes

The parties to this Policy expressly agree that the laws of the Republic of India shall govern the validity, construction, interpretation and effect of this Policy.

19. Arbitration clause

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 thereto or if they cannot agree upon a single arbitrator within 30 days of

any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

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

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

20. Renewal Notice

The Company shall not be bound to accept any renewal premium nor give notice that such is due. Every renewal premium (which shall be paid and accepted in respect of this Policy) shall be so paid and accepted upon the distinct understanding that no alteration has taken place in the facts contained in the proposal or declaration herein before mentioned and that nothing is known to the Insured that may result in enhancing the risk of the Company. No renewal receipt shall be valid unless it is on the printed form of the Company and signed by an authorized official of the Company.

21. Notices

Any notice, direction or instruction given under this Policy shall be in writing and delivered by hand, post, or facsimile to -

In case of the Insured, at the address specified in the Schedule to this Policy.

In case of the Company, to the Policy issuing office / nearest office of the Company.

22. Customer Service

If at any time the Insured requires any clarification or assistance, the Insured contact either TPA or the Policy issuing office of the Company.

23. Grievances

In case the Insured is aggrieved in any way, the Insured may contact the Company at the specified addresses, during normal business hours.