



Universal Sampo General Insurance Co. Ltd.

## **Sampoorna Grih Suraksha Policy**

In consideration of Your having paid the Premium for the Policy Period stated in the Schedule or for any further Period of Insurance for which We may accept the payment for renewal of this Policy, We will indemnify You on the happening of any Insured event, as mentioned under the item “**What We Cover**” under each Section, to the extent of loss suffered but not exceeding the Sum Insured and / or limit of liability stated in the Schedule of the Policy in respect of each item, provided that all the terms, conditions and exceptions of this Policy in so far as they relate to anything to be done or complied with by You have been met.

This Policy is an evidence of the contract between You and Universal Sampo General Insurance Company Limited. The information furnished by You in the Proposal form and the declaration signed by You forms the basis of this contract.

The Policy, the Schedule and any Endorsement shall be read together and any word or expression to which a specific meaning has been attached in any part of this Policy or of Schedule shall bear such meaning wherever it may appear.

### **Definitions –** (Applicable to whole Policy)

1. **You/Your** : The Person (s) named as Insured in the Schedule
2. **We/Us/Our** : Universal Sampo General Insurance Company Limited
3. **Proposal**: The application form You sign for this Insurance and/or any other information You give to Us or which is given to Us on Your behalf.
4. **Policy**: Policy wording, the Schedule, the Proposal form and Endorsement / memoranda if any.
5. **Schedule**: The document which describes You, the cover that applies the Period of Insurance and other details of Your Policy.
6. **Sum Insured**: It means the amount stated against each item in each Section of the Schedule which shall represent Our maximum liability under this Policy for any one claim or in the aggregate for all claims under each Section during the Policy Period.
7. **Period of Insurance**: The time Period for which the contract of Insurance is valid as shown in the Policy Schedule.
8. **Excess/Deductible** The amount stated in each section in the Schedule, which shall be borne by You first in respect of each and every claim made under this Policy. Our liability to make any Payment under the Policy is in excess of the Excess/Deductible.
9. **Valuables**: Valuables means (a) gold or silver or any precious metals or articles made from any precious metals (b) watches or Jewellery or Precious stones or models or coins or curios, sculptures, manuscripts, stamps, collection of stamps, rare books, medals, moulds, designs or any other collectibles (c) deeds, ATM cards, credit cards, bonds, bills of exchange, bank notes, treasury or Promissory notes, cheques, money, securities or any other negotiable instrument (d) works of art
10. **Insured Premises**: The Place(s) named in the Schedule where You normally reside.
11. **Market Value**: This is the basis of Sum Insured for household goods other than electrical, mechanical and electronic machines/gadgets under this Policy. Market value for household goods means the Procurement value of goods from the same or similar source at the time of damage or Loss less appropriate depreciation
12. **Reinstatement Value**: This is the basis of Sum Insured for building and permanent furniture, fixtures and fittings and electrical/mechanical/electronic machines/ gadgets under this Policy. Reinstatement Value represents the replacement value of the asset as new at time of Damage or Loss.
13. **Permanent Furniture, Fixtures & Fittings**: Permanent furniture, fixtures and fittings include false ceiling glass /wooden partitions, wooden/steel cupboards fixed to the walls, electrical tube lights and fans only.

**14. Family:** Family means Your spouse and dependent children if ordinarily residing with You.

**15. Accident:** Accident means a sudden, unintended fortuitous, visible and external event.

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

**17. First Loss Limit:**The amount mentioned in the Schedule which represents the specified percentage of the full value at risk .The First Loss Limit represents our maximum liability in event of any one claim under the Sections where Insurance is on First Loss Basis.

**COVERAGE**

<p><b>SECTION 1</b> <b>Fire and Allied Perils- Building &amp; Household Contents</b></p>
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WHAT WE COVER	WHAT WE EXCLUDE
<p>Loss or Damage directly caused to Building and household contents by Insured Perils listed hereunder and subject to its not being otherwise excluded.</p> <ol style="list-style-type: none"> <li>1. Fire</li> <li>2. Lightning</li> <li>3. Explosion / Implosion.</li> <li>4. Damage caused by an aircraft, other aerial or space devices and articles dropped there from.</li> <li>5. Riot, Strike and Malicious Damage:- Visible physical damage by external violent means directly caused to the property Insured.</li> <li>6. Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation.</li> <li>7. Impact Damage by any rail/road vehicle or animal by direct contact.</li> <li>8. Subsidence and Landslide including Rockslide: Damage caused by subsidence of the Part of site on which the Insured property stands or landslide/rockslide.</li> <li>9. Bursting and overflowing of water tank, apparatus and pipes.</li> <li>10. Missile testing operations.</li> </ol>	<ol style="list-style-type: none"> <li>1. Damage caused by Pressure waves.</li> <li>2. Destruction or damage caused to the property by its own fermentation, natural heating or spontaneous combustion or its undergoing heating or drying Process</li> <li>3. Burning of property Insured by order of any Public Authority.</li> <li>4. Explosion/implosion losses to boilers (other than domestic boilers), economizers or other vessels, machinery or apparatus (in which steam is generated) including their contents .</li> <li>5. Destruction or damage to property caused by centrifugal forces.</li> <li>6. Damages caused by             <ol style="list-style-type: none"> <li>a. Permanent or temporary dispossession of any building resulting from the unlawful occupation by any Person of such building or Prevention of access to the same.</li> <li>b. Burglary, housebreaking, theft, larceny or any other such attempt or any omission of any kind of any Person (whether or not such act is committed in connection with the disturbance of Public Peace) in any malicious act.</li> <li>c. Total or Partial cessation of work or the retardation or interruption or cessation of any Process or operations or omissions of any kind</li> </ol> </li> <li>7. Damage by vehicle/animals belonging to or owned by You or Your Family.</li> <li>8. Damages caused by :-             <ol style="list-style-type: none"> <li>a.) Normal cracking, settlement or bedding of structures.</li> </ol> </li> </ol>

<p>11. Leakage from automatic sprinkler installations.</p> <p>12. Bush Fire.</p>	<p>b.) Settlement or movement of made up ground.</p> <p>c.) Coastal or river erosion.</p> <p>d.) Defective design or workmanship or Use of defective material</p> <p>e.) Demolition, construction, structural alteration or repair of any property or ground work or excavation.</p> <p>9. Damage caused by</p> <p>a.) Repairs or alteration to Your Home.</p> <p>b.) Repairs, removal or extension of the sprinkler installation.</p> <p>c.) Defects in construction known to You.</p> <p>10. Damages caused to the Insured property by Pollution or contamination.</p> <p>11. Expenses necessarily incurred on Architect, Surveyor and Consulting Engineer's fees and Debris Removal following Damage to property Insured by an Insured Peril in excess of 3% and 1% of the claim amount respectively.</p> <p>12. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.</p> <p>13. Loss, destruction damage to any electrical machine, apparatus fixture or fittings arising from or occasioned by overrunning excessive pressure short circuiting , arcing, self heating or leakage of electricity from whatever cause (lightning included Provided that this exclusion will apply only to the Particular electrical machine, apparatus, fixture or fittings which may be destroyed or damaged by fire so set up.</p> <p>14. Livestock or Pets</p> <p>15. Cash &amp; Valuables as defined under the Policy, unless specifically covered.</p> <p>16. Loss or damage to property Insured if removed to any building or Place other than in which it is herein stated , except machinery and equipments temporarily removed for repairs, cleaning, renovation or other similar purposes for a Period not exceeding 60 days.</p> <p>17. Liability in excess of First Loss Limit as stated in the Schedule</p> <p>18. Earthquake (Applicable if not specifically covered under the Policy): Damage to property Insured including by fire occasioned by or in consequence of earthquake including flood or overflow of the sea, lakes, reservoirs and rivers and/or landslide/rockslide resulting there from.</p>
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## **SPECIAL CONDITION APPLICABLE TO SECTION 1:**

- If the property hereby insured shall at the breaking out of any fire or at the commencement of destruction of or damage by any of the insured perils be collectively of greater value than the 100% of total value at risk (as based on the first loss percentage chosen), then You shall be considered as Your own insurer for the difference and shall bear a rateable proportion of the loss in same proportion as insured value at risk bears to actual value at risk. Provided, however, that if the sum insured hereby on the property insured shall at the event of such fire or at the commencement of such destruction damage be not less than 85% of the collective value of the property insured, this condition shall be of no purpose and effect if the Policy has been taken on Full Value Basis. (100% First Loss Limit)

### Single article limit

Unless specifically and separately stated, Our liability in respect of each article or Pairs of articles shall not exceed 15% of the total Sum Insured under this Section

Cash in locked Safe or in Locked Almirah is covered upto Rs. 5,000/- only unless higher limit specifically mentioned on the schedule.

### **Terrorism Damage Exclusion Warranty:** (Applicable if not covered under the Policy)

This Policy 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 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 on behalf of or in connection with any organisation(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

This exclusion also includes 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 the above.

### **Endorsements – Available with Section I on payment of additional Premium**

#### **AC 6 - Earth quake (Fire and Shock) Coverage Clause**

“In consideration of the payment by the Insured to the Company of the sum of \_\_\_\_\_ additional premium, it is hereby agreed and declared that notwithstanding anything stated in the printed exclusions of this policy to the contrary, this Insurance is extended to cover 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.”

#### Special conditions

- (1) **Excess clause**  
5% of each and every claim subject to a minimum of Rs. 10,000/-
- (2) Extension cover shall be granted only if the entire property in one complex/compound/location covered under the policy is extended to cover this risk and the Sum Insured for this extension is identical to the sum Insured against the risk covered under main policy except for the value of the plinth and foundations of the building(s)..
- (3) Onus of proof In the event of the Insured making any claim for loss or damage under this policy he must (if so required by the Company) prove that the loss or damage was occasioned by or through or in consequence of earthquake.

### **AC7 - Terrorism Damage Cover Endorsement (Material Damage only)**

(Applicable if covered by payment of additional Premium)

#### **INSURING CLAUSE**

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

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

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

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

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

#### **LOSSES EXCLUDED**

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

1. loss by seizure or legal or illegal occupation;
2. loss or damage caused by:
  - (i) voluntary abandonment or vacation,

- (ii) confiscation, commandeering, nationalisation, requisition, detention, embargo, quarantine, or any result of any order of public or government authority, which deprives the Insured of the use or value of its property;
3. loss or damage arising from acts of contraband or illegal transportation or illegal trade;
  4. loss or damage directly or indirectly arising from or in consequence of the seepage and or discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment;
  5. loss or damage arising directly or indirectly from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind;
  6. loss or damage arising directly or indirectly from or in consequence of asbestos emission, release, discharge, dispersal or escape or asbestos exposure of any kind;
  7. any fine, levy, duty, interest or penalty or cost or compensation/damages and/or other assessment which is incurred by the Insured or which is imposed by any court, government agency, public or civil authority or any other person;
  8. loss or damage by electronic means including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon. This exclusion shall not operate to exclude losses (which would otherwise be covered under this Policy) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile;
  9. loss or damage caused by vandals or other persons acting maliciously or by way of protest or strikes, labour unrest, riots or civil commotion;
  10. loss or increased cost occasioned by any public or government or local or civil authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any property insured hereunder;
  11. any consequential loss or damage, loss of use, delay or loss of markets, loss of income, depreciation, reduction in functionality, or increased cost of working;
  12. loss or damage caused by factors including but not limited to cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service;
  13. loss or increased cost as a result of threat or hoax;
  14. loss or damage caused by or arising out of burglary, house - breaking, looting, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any action taken in respect of an act of terrorism;
  15. loss or damage caused by mysterious disappearance or unexplained loss;
  16. loss or damage directly or indirectly caused by mould, mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health;
  17. total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.

#### LIMIT OF INDEMNITY

The limit of indemnity under this cover shall not exceed the Total Sum Insured given in the Policy Schedule or INR 7500,000,000 whichever is lower. In respect of several insurance policies within the same compound/location

with one or different insurers, the maximum aggregate loss payable per compound/location by any one or all insurers shall be INR 7500,000,000. If the actual aggregate loss suffered at one compound/location is more than INR 7500,000,000, the amounts payable under individual policies shall be reduced in proportion to the sum insured of the policies.

**EXCESS**

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

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

**SECTION 2**  
**Burglary & Theft**

**Definitions:** (Applicable to this Section)

1. **Burglary:** Burglary means the unforeseen and unauthorized entry to or exit from the Insured Premises by aggressive and detectable means with the intent to steal the contents there from
2. **Theft:** Theft means the illegal taking of property belonging to another Person without his consent with the intention of permanently deriving the other of it.
3. **Household Goods:** Household goods means the Personal belongings to You and Your family members who Permanently reside with You which includes all mechanical and electrical gadgets for Personal Use and specified in the Schedule.
4. **First Loss Limit:** The amount mentioned in the Schedule which represents the specified percentage of the full value at risk .The First Loss Limit represents our maximum liability in event of any one claim.

WHAT WE COVER	WHAT WE EXCLUDE
<p>1.Loss or Damage directly caused to</p> <ul style="list-style-type: none"> <li>• ‘Contents’ or any Part thereof whilst kept in the Insured Premises</li> <li>• Damage to Insured Premises (including reasonable costs for damaged locks at the entry and/or exit Points) caused by actual or attempted burglary and/or theft during the Policy Period.</li> </ul>	<ol style="list-style-type: none"> <li>1. Loss or damage from any yard, garden outbuilding (including sheds or garages not attached to the building) or any other Property outside the confines of the Premises unless specified in the Schedule</li> <li>2. Cash and Valuables in safe/almirah unless specifically covered in the Schedule. Cash, Valuables and Jewellery lying in open/unsecured in the house.</li> <li>3. Loss or damage of motor vehicles, trailers unless shown in the Schedule</li> <li>4. Loss or damage in which You, Your family members or any other Person lawfully on or about Your Premises is or is alleged to be in any way concerned or implicated</li> <li>5. Loss or damage resulting from an Riot, Strike, Malicious Damage and Terrorism</li> <li>6. Damage to glass and sign boards</li> <li>7. Live stock</li> <li>8. Loss or damage to contents or stock when the Premises are left unoccupied for more than 30 consecutive days unless the same has been reported to Us in writing and Our written approval obtained.</li> <li>9. Any consequential loss or legal liability</li> <li>10. First Rs 2500/- under each and every claim. This excess is not applicable to <u>Cash in locked Safe or in Locked Almirah</u></li> </ol>

**Special Condition:**

- Reinstatement of Sum Insured  
Immediately upon happening of loss or damage under the Policy, the Sum Insured stated in the Schedule shall be reduced by the amount of loss or damage and such reduced Sum Insured shall be limit in respect of any further damage occurring during the current Period of insurance unless we give Our consent upon payment of additional Premium to reinstate the said Sum Insured.

Single article limit

Unless specifically and separately stated, Our liability in respect of each article or Pairs of articles shall not exceed 15% of the total Sum Insured under this Section

Cash in locked Safe or in Locked Almirah is covered upto Rs. 5,000/- only unless higher limit specifically mentioned on the schedule.

**Basis of Settlement:-**

Subject to Special Condition above and deductible stated in the Schedule, We may at Our option reinstate, replace or repair the assets covered under this Policy which are lost or damaged or pay the amount of Loss/Damage or may join with any other insurer(s) in doing so .

We shall not be bound to reinstate exactly or completely but only as circumstances Permit and in reasonably sufficient manner and in no case we shall be bound to spend more in reinstatement than it would cost to reinstate the assets as it was at the time of occurrence of such damage, nor more than the limit of liability mentioned under the Schedule.

All claims settlement under this Policy is subject to the following conditions:

**1) When the 'Sum Insured' represent the value of the assets covered:**

If value of the assets Insured under this Policy shall at the time of loss be collectively of greater value than the Sum Insured opted by You, then You will be considered as being Your own insurer for the difference and shall bear a rate able proportion of the loss accordingly. Every item, if more, than one in the Policy shall be separately subject to this condition.

**2) When the 'Sum Insured' represents a fixed proportion of the value of the assets covered:**

If the fixed proportion of value of the assets Insured under this Policy shall at the time of loss be collectively of greater value than the Sum Insured opted by You, then You will be considered as being Your own insurer for the difference and shall bear a rate able proportion of the loss accordingly. Every item, if more, than one in the Policy shall be separately subject to this condition.

<b>SECTION 3</b>	
<b>All Risk (Jewellery &amp; Watches)</b>	
<b>WHAT WE COVER</b>	<b>WHAT WE EXCLUDE</b>



<p>1. Accidental loss of or damage to Jewellery and watches anywhere in India.</p> <p>Our liability in respect of any one item in any one Policy Period will not individually or in the aggregate exceed the sub limits of the Sum Insured set against such items in the Schedule.</p>	<ol style="list-style-type: none"> <li>1 1.5% of the claim amount subject to minimum of Rs.1000/-</li> <li>2. Loss or damage due to cracking, scratching and/or breaking of lens or glass items or other articles of a brittle or fragile nature whether Part of Jewellery and/or Valuable unless such loss or damage arises from an accident to a vessel, train or other mechanised vessel, road vehicles, aircraft by which such jewellery and/or Valuable is being carried by You.</li> <li>3. Loss or damage by or any Process of cleaning, dyeing, repairing or restoring to which the Jewellery and/or Valuable is subjected.</li> <li>4. Loss or damage caused by moth, mildew or vermin.</li> <li>5. Damage due to faults/defects existing at the commencement of this insurance and known to You , whether such faults/defects were known to Us or not and any willful act or negligence of You or Your employees</li> <li>6. Loss or damage caused by mechanical derangement or over winding of watches and clock.</li> <li>7. Theft of unattended baggage containing such jewellery and/or Watches or mysterious disappearance of the same unless it is stolen from securely locked vehicle.</li> <li>8. Loss or damage whilst being conveyed by any carrier under contract of affreightment.</li> <li>9. Damage to money, securities, manuscripts, deeds, bonds, bills of exchange, Promissory notes, stocks or share certificates, stamps and travellers cheques and the like</li> <li>10. Loss directly or indirectly occasioned by or happening through or in consequence of war, Invasion act of foreign enemy, hostilities (whether war be declared or not), Civil war, rebellion, revolution, insurrection, Military or Usurped Power, Confiscation, nationalization, or any such action</li> <li>11. Loss or damage due to any action of a Public Authority.</li> <li>12. Consequential loss of any nature</li> </ol>
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**Basis of Settlement:**

1. In respect of Partial losses where an Insured article can reasonably be repaired or reinstated at a cost less than the replacement cost, we will indemnify You in respect of the expenses necessarily and reasonably incurred to restore such item to its state immediately prior to the happening of the Insured event.

2. In the case of a Total Loss, We shall indemnify You in respect of the restoration or replacement costs. up to the Sum Insured. However We shall not be bound to reinstate or restore exactly or completely, but only as Permitted by the circumstances and in the reasonably sufficient manner and to the state that existed immediately Prior to the happening of the Insured event. Subject to the following:

a) Single article limit

Unless specifically and separately stated, Our liability in respect of each article or Pairs of articles shall not exceed 20% of the total Sum Insured under this Section..

b) In the event of loss or damage to any article forming Part of a Pair or set, We shall not be liable for more than the value of the Particular Part or Parts which may be lost or damaged without references to any special value which such Part or Parts may have as forming a Pair or set but in any event not exceeding a proportionate Part of the Sum Insured in respect of the Pair or set.

3. If the value of the Jewellery and/or Watches Insured under the Policy shall at the time of any Insured event be collectively of greater value than the Sum Insured there on, then You shall be considered as Your own insurer of the difference and shall bear a ratable proportion of the loss or damage. Every item, if more than one, shall be separately subject to this condition.

**SECTION 4**  
**Plate Glass**

WHAT WE COVER	WHAT WE EXCLUDE
<ol style="list-style-type: none"> <li>1. Accidental loss of or damage to Plate Glass.</li> <li>2. Damage to frame and framework of any description following breakage of Glass</li> <li>3. Following breakage of Glass, the cost of tinting, lettering, Painting, embossing, silvering or any other ornamental work on the replacement Glass, Provided that such costs have been included in the Sum Insured of the Glass under this Section.</li> </ol>	<ol style="list-style-type: none"> <li>1. First Rs 500/- under each and every claim</li> <li>2. Breakage or damage during removal, alteration and repairs carried out at Your Premises</li> <li>3. Scratching other than the fracture extending through the entire thickness of Plate Glass</li> <li>4. Damage or breakage to Plate Glass which are not securely fixed.</li> <li>5. Any loss or damage caused willfully by You or Your family members, or any loss or damage in which You or any Person acting on Your behalf is or is alleged to be involved or implicated.</li> <li>6. Any loss or damage for which the manufacturer or supplier is responsible.</li> <li>7. Any consequential damage or losses, whether of a financial or property nature or by reason of Personal injury and/or any legal liability.</li> </ol>

**SECTION 5**  
**Breakdown of Domestic Appliances**

**Definition: (Applicable to this Section)**

**Domestic Appliances:**

Domestic Appliances means the electrical and/or mechanical equipments such as Water heater, Mixer grinder, Microwave/oven, Washing machine, Air conditioner, Refrigerator and/or as specified in the Schedule which are contained in or fixed at the Insured Premises and Used solely for Personal and household related purposes.

WHAT WE COVER	WHAT WE EXCLUDE
<p>Electrical &amp; Mechanical breakdown of <b>Domestic Appliances</b> due to unforeseen and sudden Physical damage by any cause not hereinafter excluded whilst in the Premises necessitating its immediate repair or replacement.</p>	<ol style="list-style-type: none"> <li>1. The first Rs 500/- or 2% of Sum Insured whichever is higher for each loss or damage.</li> <li>2. Damage for which manufacturer or supplier is responsible/ any amount recoverable under Maintenance Agreement if any.</li> <li>3. Damage resulting from overload experiment or test</li> </ol>

	<p>requiring imposition of abnormal conditions.</p> <ol style="list-style-type: none"> <li>4. Damage due to deterioration of or wearing away of any item caused by or as a result of normal Use or exposure, atmospheric or climatic conditions, rust, corrosion, moth, vermin or insect.</li> <li>5. Gradually developing flaws, defects, cracks or partial fractures in any part not necessitating immediate stoppage, although at some future time repair or replacements of Parts affected may be necessary.</li> <li>6. Damage due to faults/defects existing at the commencement of this insurance and known to You , whether such faults/defects were known to Us or not and any willful act or negligence of You or Your employees</li> <li>7. Damage to consumables such as ropes, rubber items, dies, moulds, blade, cutters, knives, exchangeable tools, engraved or impression cylinders or rolls, glass and Porcelain items, ceramics, operating media, belts or wires, fabrics, anti-corrosive, non metallic linings unless such Parts are affected by an indemnifiable Damage to the Insured item itself</li> <li>8. Cost of transport to the repair shop and back of any Damaged item</li> <li>9. Loss or damage to <b>Domestic Appliances</b> older than 10 years from the date of manufacture</li> <li>10. Loss or damage to any <b>Domestic Appliances</b> by Perils insurable under other Sections of this Policy.</li> <li>11. Loss or damages to mobile Phones or other similar communication devices.</li> <li>12. Any costs incurred in connection with the maintenance of <b>Domestic Appliances</b> including Parts replaced in the course of such maintenance operations.</li> </ol>
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## SPECIAL PROVISIONS

### 1. Sum Insured

It is a requirement of this insurance that the Sum Insured in respect of items specified in the Schedule shall be equal to the cost of replacement of the Insured property by new property of the same kind and capacity, including freight, custom duties.

### 2. Claim Settlement

The basis of claim settlement can be on either Repair basis or on a Total Loss basis. The total loss basis is adopted if the cost of repair exceeds or equals the Market Value of the Appliance immediately before the Damage.

In case of settlement on Repair basis no deduction will be made for depreciation in respect of Parts replaced except those with limited life.

In case of Total Loss, the claims will be settled on Market Value basis, which will be arrived at by deducting proper depreciation from the replacement Value of item as new of same kind, type and capacity.

Single article limit

Unless specifically and separately stated, Our liability in respect of each article or Pairs of articles shall not exceed 20% of the total Sum Insured under this Section..

**SECTION 6**  
**Electronic Equipment Insurance**

**Definition: (Applicable to this section only)**

**1. Electronic Equipment:** Electronic Equipment means the items such as TV/LCD, Computers/laptops, DVD/Music Player and/or as specified in the Schedule and which are contained or fixed at or in the Insured Premises and Used solely for Personal and household related purposes

<b>WHAT WE COVER</b>	<b>WHAT WE EXCLUDE</b>
<p>Any Loss due to a fortuitous event including Electrical &amp; Mechanical breakdown of Electronic Equipment except for causes hereinafter excluded whilst in the Premises necessitating its immediate repair or replacement.</p>	<ol style="list-style-type: none"><li>1. 10% of the claim amount or Rs 2500/- (whichever is higher) of each and every claim in respect of damage to Personal computers and the first 10% of the claim amount or Rs.1000/- whichever is higher in respect of each and every claim in case of other electronic equipments.</li><li>2. Damage due to faults/defects existing at the commencement of this insurance and known to You , whether such faults/defects were known to Us or not and any willful act or negligence of You or Your employees</li><li>3. Damage due to continuous influence of operation (e.g. wear and tear, cavitations, erosion, corrosion, incrustation) gradual deterioration and climatic condition.</li><li>4. Any cost incurred in connection with elimination of functional failures unless such failures were caused by Damage covered under this Section of the Policy.</li><li>5. Damage for which the manufacturer or supplier is responsible either by law or under contract or any amount recoverable under the terms of Maintenance Agreement.</li><li>6. Cost of transporting the electronic equipment to and from the Place of repair.</li><li>7. Damage to consumable items (e.g. bulbs, valves, tubes, ribbons, fuses, seals, belts, wires, chains, exchangeable tools, objects made of glass, Porcelain or ceramics and operating media as well as aesthetic defects like scratches etc. unless such Parts are affected by an indemnifiable Damage to the Insured Item itself).</li></ol>

	<ul style="list-style-type: none"> <li>8. Damage to external antenna, dishes, masts and fittings by theft.</li> <li>9. Damage arising through fitting, adjustment, repair or dismantling of any Part of said equipment/installation other than by an authorized representative of an Electronic Equipment manufacturer, dealer or that of a reputed repairer.</li> <li>10. Any cost required for alteration, improvement or overhaul or for making drawings, Patterns and core boxes.</li> <li>11. Loss or damage to electronic equipment older than 10 years from the date of manufacture.</li> <li>12. Loss or damage to mobile Phones or other similar communication devices</li> <li>13. False Programming, Punching, labeling or inserting or the inadvertent canceling of information or data contained in External Data Media.</li> </ul>
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**SPECIAL PROVISIONS APPLICABLE TO SECTION 6**

**1. Sum Insured:**

The Sum Insured shall be equal to cost of replacement of Electronic Equipment as new of same kind, type and capacity including freight, dues and custom duties and also cost of dismantling and re-erection. The value of system software also must form Part of the Sum Insured..

**2. Claim Settlement:**

The basis of claim settlement can be on either Repair basis or on a Total Loss basis. The Total loss basis is adopted if the cost of repair exceeds or equals the Market Value of the equipment immediately before the Damage.

In case of settlement on Repair basis no deduction will be made for depreciation in respect of Parts replaced except those with limited life.

For Total Loss Basis settlement Market Value of item will be calculated by deducting proper depreciation from the Replacement Value of item as new of same kind, type and capacity. If the damaged items become obsolete, then all cost necessary to replace the damaged item with a follow up model will be allowed less deduction for any betterment

The Sum Insured under the Policy if found to be less than the amount required to be Insured as described under "Sum Insured" above, then We will Pay only in such proportion as the Sum Insured bears to the amount required to be Insured. Each and every item shall be subject to this condition separately.

**SECTION 7**  
**Personal Accident**

**Definitions: (Applicable to this section only)**

**1. Bodily Injury:** It means accidental Physical bodily injury solely and directly caused by external, violent visible cause.

**2. Permanent Total Disablement:** The bodily injury that totally, irrevocably and absolutely Prevents You from engaging in any kind of occupation.

**3.Temporary Total Disablement:** The bodily injury that Prevents You from engaging in Your occupation for a Period not exceeding 104 weeks since the date of injury to the time You are fit enough to resume Your occupation as certified by Medical Professional

**4.Permanent Partial Disability:** The bodily injury that results in total, irrevocable, absolute and continuous loss of or impairment of a body Part or sensory organ specified under the Table of Benefits.

**5.Accidental Death:** Accidental death means death resulting from Bodily Injury solely and independently of any other cause except illness directly resulting from, or medical or surgical treatment rendered necessary for such injury, occasions the death of the Insured Person within 12 months from the date of accident.

WHAT WE COVER	WHAT WE EXCLUDE
<p>Accidental bodily injury directly resulting in the Death or disablement to insured person as per the Table of Benefits.</p> <p>The scope of coverage shall depend on the benefit selected by you and as described in the Schedule</p> <ul style="list-style-type: none"> <li>A) Basic Cover—Death only</li> <li>B) Wider Cover--- Death + Permanent Total Disability + Permanent Partial Disability</li> <li>C) Comprehensive Cover---- Death + Permanent Total Disability + Permanent Partial Disability + Temporary Total Disability</li> </ul> <p>We shall pay to the insured person or his/her legal personal representative / assignee, the compensation set forth in Table of Benefits (as percentage of Capital Sum Insured.)</p>	<ol style="list-style-type: none"> <li>1. Natural Death</li> <li>2. Compensation under more than one of the benefits mentioned in Table of Benefits in respect of same period of disablement.</li> <li>3. Any other payment after a claim under one of the benefits 1,2 and 3 in Table of benefits has been admitted and becomes payable.</li> <li>4. Any payment in case of more than one claim under this Section during any one period of Insurance by which our liability in that period would exceed CSI</li> <li>5. Payment of compensation in respect of Death or injury as a consequence of/resulting from               <ol style="list-style-type: none"> <li>a) Committing or attempting suicide, intentional self-injury.</li> <li>b) Whilst under influence of intoxicating liquor or drugs.</li> <li>c) Drug addiction or alcoholism.</li> <li>d) Whilst engaged in any adventurous sports and/or hazardous activities.</li> <li>e) Committing any breach of law with criminal intent.</li> <li>f) War, Civil War, invasion, act of foreign enemies, revolution, insurrection, mutiny, military or usurped power, seizure, capture, arrest, restraint, or detainment, confiscation, or nationalization or requisition by or under the order of any government or public authority.</li> </ol> </li> <li>6. Consequential loss of any kind and/or any legal liability</li> <li>7. Pregnancy including child birth, miscarriage, abortion or complication arising there from.</li> <li>8. Participation in any naval, military or air force operations.</li> <li>9. Curative treatments or interventions</li> <li>10. Venereal or sexually transmitted diseases.</li> <li>11. HIV and or related illness</li> </ol>

	<b>Table of Benefits</b>	<b>Percentage of Capital Sum Insured</b>
1	Accidental Death	100
2	Permanent Total Disability:	
	a) Loss of sight (both eyes)	100
	b) Loss of two limbs	100
	c) Loss of one limb and one eye	100
	d) Permanent Total and absolute disablement as certified by Medical Practitioner	100
3	Permanent Partial Disability:	
A	Loss of sight of one eye	50
B	Loss of one limb	50
C	Loss of toes-all	20
D	Great-both phalanges	5
E	Great-one phalanx	2
F	Other than great, if more than one toe lost each	1
G	Loss of hearing – both ears	50
H	Loss of hearing – one ear	15
I	Loss of Speech	50
J	Loss of four fingers and thumb of one hand	40
K	Loss of four fingers	35
L	Loss of thumb-both phalanges	25
M	Loss of thumb-one phalanx	10
N	Loss of index finger	
	i) Three phalanges	10
	i)Two phalanges	8
	i)One phalanges	4
O	Loss of middle finger	
	i) Three phalanges	6
	i)Two phalanges	4
	i)One phalanges	2
P	Loss of ring finger	
	i) Three phalanges	5
	i)Two phalanges	4
	i)One phalanges	2
Q	Loss of little finger	
	i) Three phalanges	4
	i)Two phalanges	3
	i)One phalanges	2

R	Loss of Metacarpals	
	(i)First or second (additional) (ii)Third, fourth or fifth (additional)	3 2
S	Any other permanent partial disablement	% as assessed by Medical Practitioner appointed by us
4	Temporary Total disablement benefit at the rate per week for period of confinement or part there of.	1% of C.S.I or Rs 5000/- whichever is lower for 104 weeks max,.

**Add- on Covers:**

**A) Accidental Medical Expenses Extension:** In consideration of payment of additional Premium as shown in the Schedule, the Policy is extended to cover the medical expenses reasonably and necessarily incurred by You towards medical expenses as a result of an Accident resulting in the bodily injury, Death or Disablement. The compensation under this extension is restricted to Sum as mentioned on the Policy Schedule or actual medical expenses whichever is less.



**Section 8**  
**Baggage Insurance**

WHAT WE COVER	WHAT WE EXCLUDE
<p>Accidental loss of, destruction of or damage caused to Personal baggage whilst being carried by You and/or Your family members anywhere in the world.</p>	<ol style="list-style-type: none"> <li>1. The first Rs 500/- for each loss or damage.</li> <li>2. Loss or damage due to cracking, scratching and/or breaking of lens or glass whether Part of China clay, Marble or other articles of a brittle or fragile nature unless such loss or damage arises from an accident to a vessel, train, motor vehicle or other mechanised vessel by which such baggage is conveyed.</li> <li>3. Loss or damage by or any Process of cleaning, dyeing, repairing or restoring to which the baggage is subjected.</li> <li>4. Loss or damage caused by moth, mildew or vermin.</li> <li>5. Damage due to faults/defects existing at the commencement of this insurance and known to You , whether such faults/defects were known to Us or not and any willful act or negligence of You or Your employees</li> <li>6. Loss or damage caused by mechanical derangement or over winding watches and clock.</li> <li>7. Theft of unattended baggage or mysterious disappearance unless it is stolen from securely locked vehicle.</li> <li>8. Loss or damage whilst being conveyed by any carrier under contract of affrieghtment.</li> <li>9. Loss or damage to jewellery and Watches.</li> <li>10. Loss, destruction or damage caused by or arising from the leakage, spilling or exploding of liquid ,oils or materials of like nature or articles of dangerous and damaging nature.</li> <li>11. Any tour or travel within the municipal limits of the village, town or city where You permanently reside.</li> <li>12. Damage to money, securities, manuscripts, deeds, bonds, bills of exchange, promissory notes, stocks or share certificates, stamps and travelers cheques and the like</li> <li>13. Loss directly or indirectly occasioned by or happening through or in consequence of war, Invasion act of foreign enemy, hostilities (whether war be declared or not), Civil war, rebellion, revolution, insurrection, Military or Usurped power, Confiscation, nationalisation, or any such action</li> <li>14. Loss or damage due to any action from Public Authority.</li> <li>15. Consequential loss of any nature</li> </ol>

**Basis Of settlement:**

1. In respect of Partial losses where an Insured article can reasonably be repaired or reinstated at a cost less than the replacement cost, We will indemnify You up to the Sum Insured in respect of the expenses necessarily and reasonably incurred to restore such item to its state immediately prior to the happening of the Insured event.

2. In the case of a Total Loss, We shall indemnify You in respect of the restoration or replacement cost up to the Sum Insured., subject to the following :

- a) Single article limit: unless specifically and separately stated, Our liability in respect of each article or pairs of articles shall not exceed 10% of the total Sum Insured under this Policy.
- b) In the event of loss or damage to any article forming Part of a Pair or set, We shall not be liable for more than the value of the Particular Part or Parts which may be lost or damaged without references to any special value which such Part or Parts may have as forming a Pair or set but in any event not exceeding a proportionate Part of the Sum Insured in respect of the Pair or set.

3. The claim shall be settled in India in Indian rupees only

<b>SECTION 9</b> <b>Employee Compensation</b>
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WHAT WE COVER	WHAT WE EXCLUDE
Legal compensation incurred by You under Employee Compensation Act 1923 or any amendment thereto or under Common Law in respect of accidental death, bodily injury, illness or disease to a domestic help under Your direct employment while working at the Premises Insured under the Policy during the Policy Period	<ol style="list-style-type: none"><li>1. Any interest and/or penalty imposed on account of failure to comply with requirements laid down under Workmen's Compensation Act 1923 and subsequent amendments of the said Act.</li><li>2. Liabilities to employees of Your contractors or sub-contractors</li><li>3. Any liability by virtue of an agreement which would not have been attached in the absence of such agreement.</li><li>4. Any Sum which You would have been entitled to recover from any party but for an agreement between You and such party.</li></ol>

In the event of any occurrence which may give rise to a claim under this Policy the Insured shall as soon as possible give notice thereof to the Company with full particulars. Every letter, claim, with summons and process shall be notified or forwarded to the Company immediately on receipt. Notice shall also be given to the company immediately the Insured shall have knowledge of any impending prosecution, inquest or fatal enquiry in connection with any such occurrence as aforesaid.

No admission, offer, promise or payment shall be made by or on behalf of the Insured without the consent of the Company which shall be entitled if it so desires to take over and conduct in his name the defence or settlement of any claim or to prosecute in his name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.

**SECTION 10**  
**Public Liability**

**Definitions: (Applicable to this section only)**

**1. Damages:**

Damages means monetary Sum payable pursuant to judgments or awards and/or settlements negotiated by or on behalf of You, but shall not include fines, penalties, punitive damages or any other amount for which You are not financially liable or which is without legal recourse to You or any matter that may be or be deemed to be uninsurable under the Indian law.

**2. Defense Costs:**

Defense Costs means the expenses incurred by You or on Your behalf in the investigation or settlement or defense of a claim and shall include legal costs and disbursements.

**3. Limit of liability:**

Limit of Liability means the amount stated in the Schedule which shall be Our maximum liability under this Section (inclusive of Damages and/or Defense Costs, and regardless of the number of claimants or the total number or amount of Claims made against You) for any one Claim and in the aggregate for all Claims made during the Policy Period.

WHAT WE COVER	WHAT WE EXCLUDE
<p>Damages including the Defence costs incurred by You against</p> <p style="padding-left: 40px;">(a) Third Part property Damage</p> <p style="padding-left: 40px;">(b) Third party injury/death</p> <p>Caused due to any negligence of Yours or Your family solely at the Premises named in the Policy if notified during the Policy Period.</p>	<ol style="list-style-type: none"> <li>1. Any liability arising out of a contractual obligation.</li> <li>2. Any accident arising out of wilful or intentional non-compliance of any statutory regulations.</li> <li>3. Any bodily injury of any person under a contract of employment with You, Your contractors or sub-contractors arose out of and in the course of employment</li> <li>4. Consequential loss of any kind</li> <li>5. Libel, slander, false arrest, wrongful eviction, wrongful detention, defamation including mental injury, shock resulting there from.</li> <li>6. Liability arising out of Vehicles covered under Indian Motor Vehicle Act.</li> <li>7. Damage to property belonging to third parties that is rented, leased or under hire –purchase agreement or on loan to You</li> <li>8. Damage to property belonging to third party handled by You by way of Your trade or worked upon by or in Your care, custody or control.</li> <li>9. pollution of any kind</li> <li>10. Any Liability under the public Liability Insurance Act which attaches liability on a no fault basis</li> <li>11. Product Liability</li> </ol>

	12. Any claim directly or indirectly connected to earthquake, typhoon, cyclone, flood or other convulsions of nature or atmospheric disturbances
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**SPECIAL PROVISIONS APPLICABLE TO SECTION 10:**

You shall not admit liability for or settle or compromise or make or promise any payment in respect of any claim which may be the subject of an indemnity under the Policy or incur any costs or expenses in connection therewith without the prior written consent from Us.

We shall be entitled (but in no case obliged) to take over and conduct the investigation, defense and /or settlement of any claim. For this purpose You shall give all the information, documentation, records and other assistance to Our representatives. Having taken over the defense of any claim, we may in Our sole and absolute discretion relinquish the same.

**GENERAL EXCLUSIONS APPLICABLE TO THE POLICY**

**1) Radioactive Contamination:**

Any loss, damage or legal liability directly or indirectly caused by:

- (a) ionising radiation or radioactive contamination from nuclear fuel or nuclear waste arising from burning nuclear fuel; or
- (b) the radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment.

**2) War Risks:**

(i) Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributing cause or event.

(ii) War, invasion, act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or Usurped power.

**3) Sonic bangs:**

Any loss, damage or legal liability directly or indirectly caused by pressure waves caused by aircraft and other flying objects traveling at or above the speed of sound.

**4) Pollution and/or Contamination:**

Loss, destruction or damage caused to the Insured property by pollution or contamination excluding

- pollution or contamination which itself results from a peril hereby Insured against
- Any peril hereby Insured against which itself results from pollution or contamination

**5) Gradually occurring losses:**

Loss or damage by wear and tear, depreciation, insects, vermins, moth, fungus, corrosion, rust, atmospheric or climatic conditions ingress of water, gradually operating cause, process of cleaning , dyeing, repair, alteration or restoration.

**6) Wilful Act:**

Loss or damage caused by or arising out of wilful act by You or any person acting on Your behalf including circumstance, fact or matter You are or ought to be reasonably aware prior to the commencement of this contract.

**7) Accidental External means:**

Loss or damage caused by arising out of accidental external means other than due to those perils covered

**8) Consequential Losses**

Loss by delay, loss of market, loss of goodwill and / or any other consequential or indirect loss or damage.

**9) Public Authority**

- Loss, destruction or damage caused to the property Insured by burning by order of any public Authority
- permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority

**10) Liability;**

- a) Liability more specifically Insured elsewhere
- b) Liability arising out of Asbestosis or any matter related to or arising out of the sale, manufacture, production, distribution or the like of asbestos.

**GENERAL CONDITIONS APPLICABLE TO THE POLICY**

**1. Notice:**

Every notice and communication to Us required by or in respect of this Policy shall be in writing.

**2. Reasonable care:**

You must take all reasonable steps to protect the property Insured, prevent damage or accidents and maintain the property Insured in a sound condition.

**3. Mis-description:**

This Policy shall be void and premium paid shall be forfeited in the event of mis-representation, mis-description or non-disclosure of any material facts by You or Your representative.

**4. Alteration of Risk:**

The cover afforded under this Policy shall be suspended and no payment shall be made hereunder if:

- (a) You carry on any business at the Insured premises other than the business stated in the Proposal
- (b) There is any material changes in the facts and matters stated in the proposal
- (c) The ownership of the building, stocks/contents/any other Insured property passes from the You to any other person or entity otherwise than by the operation of the law of succession as applicable.

**5 I) Claims Procedure:**

**A)** In the event of any circumstances likely to give rise to a claim You must:

- (a) Intimate Us as the same as soon as reasonably possible, but in any event within 15 days of the date the incident.

However in respect of loss or damage under Section 2 (Burglary and Robbery) and Section 3 (Money), the loss must be reported within 24 hours of the happening of any Insured event.

- (b) Lodge complaint with the local police immediately in case of fire, theft, burglary, riot strike, malicious damage or any other criminal act.
- (c) Take all reasonable steps to recover any property which has been lost and protect /safe guard damaged property from further loss or damage.

(d) Provide without expense to Us, all proofs, certificates, evidence, assistance or information which We may reasonably require

**B)** The documents normally required to be submitted in the event of a claim are :

- a. Duly completed Claim form
- b. Copy of FIR
- c. Estimate of loss / repairs
- d. Invoice/ Bills/Receipts
- e. FR
- f. Any other details/documents called for a specific loss

**C)** Rights and Responsibility:

1. On the happening of loss or damage to any of the property Insured by this Policy, the Company may
  - (a) Enter and take and keep possession of the building or premises where the loss or damage has happened.
  - (b) Take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage.
  - (c) Keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same.
  - (d) Sell any such property or dispose of the same for account of whom it may concern.

The powers conferred by this condition shall be exercisable by Us at any time until notice in writing is given by You that he makes no claim under the Policy, or if any claim is made, until such claim is finally determined or withdrawn, and We shall not by any act done in the exercise or purported exercise of Our powers hereunder, incur any liability to You or diminish Our rights to rely upon any of the conditions of this Policy in answer to any claim.

If You or any person on Your behalf shall not comply with the requirements laid by Us or shall hinder or obstruct Us, in the exercise of Our powers hereunder, all benefits under this Policy shall be forfeited. You shall not in any case be entitled to abandon any property to Us. You unless have confirmation from Us in this respect.

#### **D) Claims Settlement**

The claim will be settled within 7 working days on Your complying with the claim process and submitting all the necessary documents as called for.

#### **Basis of Claim Settlement:**

Unless otherwise specifically stated under the respective Section, the basis of settlement shall be as under:

Where a damaged item can be repaired or reinstated at a cost less than the replacement cost then We will indemnify You in respect of expenses necessarily incurred to restore the affected item to its state immediately prior to the happening of the Insured event.

In case of a total loss, We will pay You in respect of restoration or replacement costs after deducting for appropriate depreciation. We shall not be bound to reinstate or restore exactly or completely but only as permitted by the circumstances and in a reasonably sufficient manner and to the state that existed immediately prior to the happening of the Insured event.

unless otherwise expressly stated in Particular Section, if the value of the Insured property shall at the time of any Insured event be collectively of greater value than the Sum Insured thereon then You shall be considered as Your

own insurer of the difference and shall bear a rateable proportion of the loss or damage. Each item if more than one shall be separately subject to this Condition

## **6. Cancellation**

We may cancel this Policy by sending 15 days notice in writing by recorded delivery to You at Your last known address. You will then be entitled to a pro-rata refund of premium for the un-expired period of this Policy from the date of cancellation, which We are liable to pay on demand.

You may cancel this Policy by sending a written notice to Us. Retention premium for the period we were on risk will be calculated based on following short period table and the balance will be refunded to You subject to the condition that no claim has been preferred on Us :

<b>Period of Insurance</b>	<b>Premium Retained</b>
Up to 1 month	25% of annual premium
Above 1 month and up to 3 months	50% of annual premium
Above 3 months and up to 6 months	75% of annual premium
Above 6 months	100% of annual premium

## **7. Fraud**

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 You or anyone acting on Your behalf to obtain any benefits under the Policy or if loss or damage be occasioned by the willful act or with Your connivance, all benefits under this Policy shall be forfeited.

## **8. Contribution: (Not Applicable to Section – 7 Personal Accident)**

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 You or by any other person on Your behalf covering the same property We shall not be liable to pay or contribute more than the ratable proportion of such loss .

## **9. Subrogation:**

You shall at Our expense do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by Us for the purpose of enforcing any rights and remedies or obtaining relief or indemnity from the other parties to which We shall be or would become entitled or subrogated upon Our paying 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 we indemnify Your loss or damage

## **10. Arbitration**

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 the dispute/difference, 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. 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.

### **11. Disclaimer Clause**

If We shall disclaim Our liability in any claim, and such claim shall not have been made the subject matter of a suit in a court of law within 12 months from the date of disclaimer, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable under this Policy.

### **13. Geographical Limits:**

The Geographical Limit of this Policy and jurisdiction shall be India. All claims under this Policy shall be settled in Indian Rupees only.

### **14. Customer Service**

If at any time the Insured requires any clarification or assistance, the Insured may contact the offices of the Company at the address specified, during normal business hours.

Universal Sompo General Insurance Co. Ltd.  
A 201, Crystal Plaza, Opp. Infinity Mall  
Link Road, Andheri (West)  
Mumbai – 400058  
1800-22-4030(Toll – free for MTNL/BSNL users  
Helpline Number: 022-26748600  
Email: [contactus@universalsompo.com](mailto:contactus@universalsompo.com)

### **15. Grievances**

You may register a grievance or Complaint by visiting our website or write to us on [contactus@universalsompo.com](mailto:contactus@universalsompo.com)  
You may also contact the Branch from where You have bought the policy or the Complaints Coordinator who can be reached at Our Registered Office.

### **16. Insurance Ombudsman**

We shall endeavor to promptly and effectively address Your grievances. In the event You are dissatisfied with the resolution of Your grievance or complaint, You may approach the Insurance Ombudsman located nearest to You. Details of the offices across the Country are made available on Our website or write to [contactus@universalsompo.com](mailto:contactus@universalsompo.com)

### **17. Renewal**

We agree to renew the Policy on payment of renewal Premium . However We may exercise Our option not to renew the Policy on grounds of fraud, misrepresentation, or suppression of any material fact either at the time of taking the Policy or any time during the currency of the earlier policies.