

House Holder's Insurance Policy

1 RECITAL CLAUSE

Whereas the Insured named in the Schedule hereto (hereinafter called the "Insured") by a proposal and declaration which shall be the basis of this contract and be deemed to be incorporated herein has applied to National Insurance Company Limited (hereinafter called "The Company") for the insurance hereinafter contained and has paid the premium stated in the said schedule as consideration for such insurance during the period stated in the said schedule.

2 OPERATIVE CLAUSE

The Company hereby agrees subject to the terms and conditions contained herein or endorsed or otherwise expressed hereon to indemnify the insured and /or covered family member of the Insured wherever applicable against Loss of or damage to property or liability incurred or bodily injury sustained due to accident by the covered persons during the policy period and subsequent renewals wherever granted by the Company as detailed covered in the respective Sections.

Provided always that the liability of the Company shall in no case exceed the Sum Insured stated against each item or total Sum Insured stated in each Sub-Section of the Schedule.

3 GENERAL CONDITIONS (Applicable to all the sections except Section I)

The following Conditions apply to the entire Policy in general. In case a similar Condition is mentioned specific to any Section, the same shall have precedence over the General Condition in case of any discrepancy.

3.1. Communication

Every notice and communication to the Company required by this policy shall be in writing and be addressed to the Policy issuing office of the Company at the address mentioned in the schedule. The Company shall communicate to the Insured at the address mentioned in the schedule.

3.2. Disclosure of Information

The policy shall be void and all premium paid thereon shall be forfeited to the Company in the event of misrepresentation, mis description or non-disclosure of any material fact by the Policyholder.

3.3. Reasonable Care:

The insured shall take all reasonable care to safeguard the property insured against accident, loss or damage, employ only competent employees and shall comply with all statutory or other regulations.

The insured shall observe all manufacturers' instructions concerning:

- i) the inspection of machinery, plant and equipment apparatus.
- ii) the safety of persons and property.

3.4. Claim Procedure:

Notice: On happening of any loss or damage covered under the Policy the insured shall forthwith,

- i) Give immediate notice thereof to the Company,
- ii) Report to the Police and take all practicable steps to apprehend the guilty person or persons and to recover the property lost
- iii) Forward to the Company forthwith every written notice or information of any verbal notice of claim

Submission of Claim: After Notice, the Insured shall within 14 days from the loss or damage or such further time as the Company may in writing allow in that behalf deliver to the Company at his own expense detailed particulars as the Company may reasonably require:

- a) Claim in writing detailing the loss or damage together with such explanation and evidence to substantiate the claim.
- b) Particulars of all other insurance, if any, covering the same loss.
- c) 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.
- d) Any other details/ documents as required by the Company.

Disclaimer of Liability

- i) The Company shall not 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 pending action of Arbitrator;
- ii) It being expressly agreed and declared that if the Company shall disclaim liability to the insured for any claim hereunder and such claim shall not within 12 calendar months from the date of such disclaimer have been made the insured subject matter of a suit in a court of law, then the claim shall be for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

3.5. Indemnity:

The Company may at its option reinstate, replace or repair the property or premises lost or damaged or any part thereof instead of paying the amount of loss or damage or may join with any other insurer in so doing but the Company shall not be bound to reinstate

exactly or completely but only as circumstances permit and in reasonable 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 occurrence of such loss or damage or more than the sum insured by the Company thereon.

3.6. Contribution:

If at the time of any loss or damage happening to any property hereby insured there be any other subsisting insurance or insurance whether effected by the insured or by any other person or persons covering the same property, this Company shall not be liable to pay or contribute more than its ratable proportion of such loss or damage or liability.

3.7. Subrogation:

The insured and any claimant under this policy shall at the expense of the Company do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon the Company paying for or making good any loss or damage under this policy whether such acts and things shall be or become necessary or required before or after the insured's indemnification by the Company.

3.8. Fraud:

If any claim under this policy shall in any respect be fraudulent or if any fraudulent means or devices are used by the insured or anyone acting on the insured's behalf to obtain any benefit under this policy, all benefits and rights under this policy shall be forfeited.

3.9. Cancellation:

The Company may at any time, cancel this policy by giving seven (07) days' notice in writing by registered post or by courier to the Insured at his last known address in which case the Company shall return to the Insured a proportion of the last premium corresponding to the un-expired period of insurance.

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 retain the premium for the period this policy has been in force at the Company's short period scale as under provided no claim has been admitted under any of the section covered under this policy, no refund will be payable to the insured:

Short Period Scale

Period of Risk	Premium to be retained by the Company
Upto one month	25% of annual premium
Upto three months	50% of annual premium
Upto six months	75% of annual premium
Exceeding six months	100%

3.10. Arbitration

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

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

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

3.11. Observance of Terms and Conditions:

The due payment of premium and observance and fulfillment of the terms, conditions and endorsement of this policy by the insured shall be a condition precedent to any liability of the Company to make any payment under this policy. No waiver of any terms, provisions, conditions and endorsement of this policy shall be valid unless made in writing and signed by an authorized official of the Company.

3.12. Renewal Notice:

The Policy may be renewed on mutual consent. The Company shall not be bound to give renewal notice.

4 GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS (except Section I)

The following Exclusions apply to the entire Policy in general. Exclusions mentioned specific to any Section, shall apply in addition to the following and have precedence over the General Exclusions in case of any discrepancy.

4.1. Terrorism:

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 sequence to the loss, ***unless otherwise specifically included.***

(For the purpose of this exclusion an act of terrorism means an act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organization(s))

or government(s) committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the Public or any section of the public in fear.)

4.2. War and Allied Perils:

Covered Loss as described in the policy whether direct or indirect arising from War, War like operations, Invasion, Act of foreign enemy, Hostilities (whether war be declared or not), Civil War, Rebellion, Revolution, Insurrection, military or usurped power or Civil commotion, Seizure, Capture, Confiscation, Arrests, Restraints and Detainment by the order of any Government or any other authority. In any action suit or other proceedings where the Company alleges that by reason of the above provisions any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the insured.

4.3. Radioactivity:

Any covered loss, destruction or damage whatsoever or any loss or expense whatsoever or resulting or arising therefrom or any consequential loss and any legal liability whatsoever nature directly or indirectly caused by or contributed to, by or arising from ionizing radiation, Nuclear Weapon Materials or contamination by radioactivity from any source whatsoever.

4.4. Consequential Loss:

- i) Consequential loss or legal liability of any kind other than as covered as specifically in the policy.
- ii) Loss of earnings except as specifically covered in the policy.
- iii) Loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.

4.5. Normal Use Loss:

Deterioration of or wearing away or wearing out any part of any insured machine, assets or articles caused by or naturally resulting from:

- i) Normal use or exposure and wear and tear.
- ii) Any loss due to the process of cleaning, improper handling, dismantling, fitting, adjustment, repair, alteration, renovation and restoration.
- iii) Modification not approved by the makers/manufacturers and/or agents of makers/manufacturers.
- iv) Use of such property contrary to the directives of the makers/manufacturers and/or their agents.
- v) Scratching, cracking and/or denting.

4.6. Policy Excess:

Policy Excess applicable in the policy under various sections, and mentioned in the Schedule.

4.7. Negligence/Willful Act:

Loss damage and/or liability caused by or arising out of the willful act or willful neglect or gross negligence of the insured or his responsible representatives or employees.

4.8. Requisition/Confiscation:

Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation commandeering or requisition by any lawfully constituted authority.

4.9. Illegal Activities

Loss or damage arising due to carrying out of illegal activity or any kind of unlawful act, violation of any Rules and Regulations of the Govt. or statutory authorities.

5 COVERAGE:

5.1 SECTION – I : Home and Content Cover (as per National Bharat Griha Raksha)

Clause A. This Section and the Insurance Contract

1. Your Policy: This is a contract between You and Us as stated in the following:

- a. This Policy document,
- b. The Policy Schedule attached to this Policy document,
- c. Any Endorsement attached to and forming part of this Policy document,
- d. Any Add-on to this Policy that You may have purchased from Us,
- e. The proposals and all declarations made by You or on Your behalf.

2. What this Section covers:

- a. This Section covers You and/or Your Home Building and/or Home Contents as mentioned in the Policy Schedule.
- b. If more than one person is insured under this Policy, each of You is a joint policyholder. Any notice or letter We give to any of You will be considered as given to all of You. Any request, statement, representation, claim or action of any one of You will bind all of You as if made by all of You.
- c. If You have mortgaged, pledged or hypothecated Your Home Building and/or Home Contents with a Bank, the Policy Schedule will show an 'Agreed Bank Clause' and the name of such Bank. The terms and conditions of this arrangement will be added to this Policy as an additional clause.

3. The Policy Schedule: The Policy Schedule is an important document about Your insurance cover. It contains:

- a. Your personal details,
- b. the Policy Period,

- c. the description of Your Insured Property,
- d. the total Sum Insured, the Sum Insured for each cover or item covered, and any limits and sub-limits,
- e. the insurance covers You have purchased,
- f. the premium You have paid for these insurance covers,
- g. add-on covers opted by You,
- h. other important and relevant aspects and information.

4. Special meaning of certain words: Words stated in the table below have a special meaning throughout this Section, the Policy Schedule and Endorsements. These words with special meaning are stated in the Section with the first letter in capitals.

Word /s	Specific meaning
Bank	A bank or any financial institution
Carpet Area	<ol style="list-style-type: none"> 1. for the main building unit of Your Home, it is the net usable floor area, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but including the area covered by the internal partition walls of the residential unit; 2. for any enclosed structure on the same site, it is the net usable floor area of such structure; and 3. for any balcony, verandah area, terrace area, parking area, or any enclosed structure that is part of Your Home, it is 25% of its net usable floor area.
Commencement Date	It is the date and time from which the insurance cover under this Policy begins. It is shown in the Policy Schedule.
Cost of Construction	<p>The amount required to construct Your Home Building at the Commencement Date. This amount is calculated as follows:</p> <p>a. For residential structure of Your Home including Fittings and Fixtures: Carpet Area of the structure in square metres X Rate of Cost of Construction at the Commencement Date. The Rate of Cost of Construction is the prevailing rate of cost of construction of Your Home Building at the Commencement Date as declared by You and accepted by Us and shown in the Policy schedule.</p> <p>b. For additional structures : the amount that is based on the prevailing rate of Cost of Construction at the Commencement Date as declared by You and accepted by Us.</p>
Endorsement	A written amendment to the Policy that We make (additions, deletions, modifications, exclusions or conditions of an insurance Policy) which may change the terms or scope of the original policy.
Home Contents	Those articles or things in Your Home that are not permanently attached or fixed to the structure of Your Home. Home Contents may consist of General Contents and/or Valuable Contents.
General Contents	General Contents are all the contents of household use in Your Home, e.g., furniture, electronic items and goods, antennae, solar panels, water storage equipment, kitchen equipment, electrical equipment (including those fitted on walls), clothing and apparel and items of similar nature.
Valuable Contents	Valuable Contents of Your Home consist of items such as jewellery, silverware, paintings, works of art, antique items, curios and items of similar nature.
Insured	The Person/s who has/have purchased Insurance Cover under this Policy.
Insured Property	Your Home Building and Home Contents, or any item of property covered by this Policy.
Kutchra Construction	Building(s) having walls and/or roofs of wooden planks/thatched leaves and/or grass/hay of any kind/bamboo/plastic cloth/asphalt/canvas/tarpaulin and the like.
Policy Period	Policy period means the period commencing from the effective date and time as shown in the Policy Schedule and terminating at Midnight on the expiry date as shown in the Policy Schedule or on the termination of or the cancellation of insurance as provided for in Clause G (III) of this Policy, whichever is earlier.
Policy Schedule	The document accompanying and forming part of the Policy that gives Your details and of Your insurance cover, as described in Clause A (3) of this Policy.
Premium	The premium is the amount You pay Us for this insurance. The Policy Schedule shows the amount of premium for the Policy Period and all other taxes and levies.
Pucca Construction	Construction other than Kutchra Construction.
Spouse	Your wife or husband.
Sum Insured	The amount shown as Sum Insured in the Policy Schedule and as described in Clause C (4) and Clause D (2) of this Policy. It represents Our maximum liability for each cover or part of cover and for each loss.
Total Loss	A situation where the Insured Property or item is completely destroyed, lost or damaged beyond retrieval or repair or the cost of repairing it is more than the Sum Insured for that item or in total.
We, Us, Our, Insurer	National Insurance Co. Ltd. that has provided Insurance Cover under this Policy; of the Company.
You, Your, Insured	The Insured Person/s who has/have purchased Insurance Cover under this Policy; of such Insured Person/s.
Your Home Building	Your Home Building is a building consisting of a residential unit, having an enclosed structure and a roof, basement (if any) and used as a dwelling place described in detail as per Clause C (2) of this Policy.

Clause B. Insured Events

We give insurance cover for physical loss or damage, or destruction caused to Insured Property by the following unforeseen events occurring during the Policy Period.

The events covered are given in Column A and those not covered in respect of these events are given in Column B.

	Column A	Column B
	We cover physical loss or damage, or destruction caused to the Insured Property by	We do not cover any loss or damage, or destruction caused to the Insured Property
1.	Fire	caused by burning of Insured Property by order of any Public Authority.
2.	Explosion or Implosion	-
3.	Lightning	-
4.	Earthquake, volcanic eruption, or other convulsions of nature	-
5.	Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Tsunami, Flood and Inundation	-
6.	Subsidence of the land on which Your Home Building stands, Landslide, Rockslide	caused by a. normal cracking, settlement or bedding down of new structures, b. the settlement or movement of made up ground, c. coastal or river erosion, d. defective design or workmanship or use of defective materials, or e. demolition, construction, structural alterations or repair of any property, or groundworks or excavations.
7.	Bush fire, Forest fire, Jungle fire	-
8.	Impact damage of any kind, i.e., damage caused by impact of, or collision caused by any external physical object (e.g. vehicle, falling trees, aircraft, wall etc.)	caused by pressure waves caused by aircraft or other aerial or space devices travelling at sonic or supersonic speeds.
9.	Missile testing operations	-
10.	Riot, Strikes, Malicious Damages	caused by a. temporary or permanent dispossession, confiscation, commandeering, requisition or destruction by order of the government or any lawful authority, or b. temporary or permanent dispossession of Your Home by unlawful occupation by any person.
11	Acts of terrorism (Coverage as per Terrorism Clause attached)	Exclusions and Excess as per Terrorism Clause attached.
12.	Bursting or overflowing of water tanks, apparatus and pipes.	-
13.	Leakage from automatic sprinkler installations.	a. repairs or alterations in Your Home or the building in which Your Home is located, b. repairs, removal or extension of any sprinkler installation, or c. defects in the construction known to You.
14.	Theft within 7 (seven) days from the occurrence of and proximately caused by any of the above Insured Events.	if it is a. of any article or thing outside Your Home, or b. of any article or thing attached from the outside of the outer walls or the roof of Your Home, unless securely mounted.

Clause C: Section 1A - Home Building Cover

1. What We cover

We cover physical loss or damage, or destruction of **Your Home Building** because of any Insured Event listed in **Clause B** of this Section. We also cover architect's, surveyor's, consulting engineer's fees, cost of removing debris as specified under **Clause C (5) (f)** of this Section. Further, We pay for Loss of rent and Rent for Alternative Accommodation, which will be paid to the extent declared by You and agreed by Us as specified under **Clause C (6)** of this Section while Your Home Building is not fit for living following loss or damage due to an insured event.

2. Your Home Building

- a. **Your Home Building** is a building consisting of a residential unit, having an enclosed structure and a roof, basement (if any) and used as a dwelling place.
- b. **Your Home Building includes**
 - i. fixtures and fittings permanently attached to the floor, walls or roof, like fixed sanitary fittings, electrical wiring and other permanent fittings.

- ii. the following ‘additional structures’ if they are on the same site, and are used as part of Your Home Building:
 - a) garage, domestic out-houses used for residence, parking spaces or areas, if any
 - b) compound walls, fences, gates, retaining walls and internal roads,
 - c) verandah or porch and the like,
 - d) septic tanks, bio-gas plants, fixed water storage units or tanks,
 - e) solar panels, wind turbines and air conditioning systems, central heating systems and the like, if not included in Home Contents Cover,
 - iii. any other structure shown in the Policy Schedule.
 - c. Your Home Building does not include Contents of Your Home.
- 3. Use for residence**
- a. We will pay only if Your Home Building is used for the purpose of residence of Yourself and Your family, or of Your tenant, licensee or employee.
 - b. We will not pay if
 - i. Your Home Building is used as a holiday home, or for lodging and boarding, or
 - ii. Your Home Building or any part of Your Home Building is used for purposes other than residential except where it is used both for Your residence and for the purposes of earning Your livelihood if You are self-employed or You have shifted Your office to Your Home Building for a temporary period due to lockdown or closure of Your office ordered by a public authority.
- 4. Sum Insured**
- a. The Sum Insured for the Home Building Cover is the prevailing Cost of Construction of Your Home Building at the Commencement Date as declared by You and accepted by Us and will be the maximum amount payable in the event the Home Building is a Total Loss.
 - b. If the Policy Period is more than one year, We will automatically increase Your Sum Insured during the Policy Period by 10% per annum on each anniversary of Your Policy without additional premium for a maximum of 100% of the Sum Insured at the Policy Commencement Date.
 - c. The Sum Insured will be automatically increased each day by an amount representing 1/365th of 10% of Sum Insured at the Policy Commencement Date for annual policies.
 - d. **Restoration of Sum Insured** : Except as stated in **Clause G (III) (3) (b)** of this Section, the insurance cover will at all times be maintained during the Policy Period to the full extent of the respective Sum Insured. This means that after We have paid for any loss, the Section shall be restored to the full original amount of Sum Insured. You must pay to Us proportionate premium for the unexpired Policy Period from the date of loss. We can also deduct this premium from the net claim that We must pay You.
- 5. What We pay**
- a. If You make a claim under the Section for damage to Your Home Building due to any of the insured perils, We reimburse the cost to repair it to a condition substantially the same as its condition at the time of damage. You must spend for repairs, and claim that amount from Us.
 - b. We will calculate the amount of claim on the basis of the actual Carpet Area subject to the Carpet Area not exceeding that declared by You in the Proposal Form and stated in the Policy Schedule.
 - c. The maximum We will pay for all items together is the Sum Insured shown in the Policy Schedule for Home Building Cover. If the Policy Schedule shows any limit for any item, such limit is the maximum We will pay for that item.
 - d. If Your Home Building is a Total Loss, We will pay You the Sum Insured of the Home Building.
 - e. If only an additional structure is destroyed, We will pay You an amount equal to the Cost of Construction of the additional structure.
 - f. In addition to what **Clause C (5) (c)** of this Section provides for, We will pay You the following expenses:
 - i. up to 5% of the claim amount for reasonable fees of architect, surveyor, consulting engineer;
 - ii. up to 2 % of the claim amount for reasonable costs of removing debris from the site.
- 6. Loss of Rent and Rent for Alternative Accommodation:** In addition to what **Clause C (5) (c)** of this Section provides for, We will pay the amount of rent You lose or alternative rent You pay while Your Home Building is not fit for living because of physical loss arising out of an Insured Event as follows:
- a. If You are living in Your Home as a tenant, and You are required to pay higher rent for the alternative accommodation, We will pay the difference between the rent for alternative accommodation and the rent of Your Home Building.
 - b. We will pay the loss under this cover for an accommodation that is not superior to Your Home Building in any way and in the same city as Your Home Building.
 - c. The amount of lost rent shall be calculated as follows:
Sum Insured for Cover for Loss of Rent (as declared by You in the Proposal Form and specified by Us in the Policy Schedule) X Period necessary for repairs ÷ Loss of Rent Period opted for.
 - d. This cover will be available for the reasonable time required to repair Your Home Building to make it fit for living. The maximum period of this cover is three years from the date Your Home Building becomes unfit for living. You must submit a certificate from an architect or the local authority to show that Your Home Building is not fit for living.
 - e. Claim for loss of rent will be accepted only if We have accepted Your claim for loss for physical damage to Your Home under the Home Building Cover.

Clause D: Section 1B - Home Contents Cover

1. What We cover:

We cover the physical loss or damage to or destruction of the **General Contents** of Your Home caused by an Insured Event as listed in **Clause B** of this Section. **Valuable Contents** of Your Home are not covered under this Section unless You have purchased the optional cover for the **Valuable Contents**.

2. Sum Insured:

- a. The Sum Insured for the Home Contents Cover is shown in the Policy Schedule and will be the maximum amount payable in the event the Home Contents are destroyed/lost completely.
- b. The Section has a built-in cover for the General Contents of Your home equal to 20% of the Sum Insured for Home Building Cover subject to a maximum of ₹ 10 Lakh (Rupees Ten Lakh) provided You have opted for both Home Building and Home Contents cover. If You choose to have a higher Sum Insured for Home Contents, You have to declare the Sum Insured in the Proposal Form and pay additional premium.
- c. If You have purchased only Home Contents Cover, You have to declare the Sum Insured for the General Contents in the Proposal Form.
- d. The Sum Insured You have chosen for General Contents must be enough to cover the cost of replacement of the General Contents.
- e. If You want to cover the Valuable Contents in Your Home, You must opt for the Optional Cover for Valuable Contents as given in **Clause E (1) (a)** of this Section.
- f. Restoration of Sum Insured: Except as stated in **Clause G (III) (3) (b)** of this Clause below, the insurance cover will at all times be maintained during the Policy Period to the full extent of the respective Sum Insured. This means that after We have paid for any loss, the Section shall be restored to the full original amount of Sum Insured. You must pay to Us proportionate premium for the unexpired Policy Period from the date of loss. We can also deduct this premium from the net claim that We must pay You.

3. What We pay

- a. If the General Contents of Your Home are physically damaged by any Insured Event, We will at Our option,
 - i. reimburse to You the cost of repairs to a condition substantially the same as its condition at the time of damage, or
 - ii. pay You the cost of replacing that item with a same or similar item, or
 - iii. repair the damaged item to a condition substantially the same as its condition at the time of damage.
- b. The maximum We will pay for Home Contents is the Sum Insured shown in the Policy Schedule for Home Contents Cover. If the Policy Schedule shows any limit for any item, or category or groups of items, such limit is the maximum We will pay for that item.

Clause E: Additional Covers

1. Optional Covers:

a. Section 1C - Cover for Valuable Contents on Agreed Value Basis (under Home Contents cover):

For Valuable Contents, a value may be agreed upon by You and Us based on a valuation certificate submitted by You and accepted by Us. However, We shall waive the requirement of valuation certificate if the Sum Insured opted for is up to ₹ 5 Lakh (Rupees Five Lakh) and Individual item value does not exceed ₹ 1 Lakh (Rupees One Lakh).

- i. If the Valuable Contents of Your Home are physically damaged by any Insured Event, We will pay the cost of repairing the item/s.
- ii. If the Valuable Contents of Your Home are a Total Loss We will pay the Sum Insured shown in the Policy Schedule for the Valuable item/s. If the Policy Schedule shows any limit for any item, or category or groups of items, such limit is the maximum We will pay for that item. Loss to only one item of a pair or set does not constitute loss or damage to the entire pair or set.

b. Section 1D - Personal Accident Cover:

In the event an insured peril that caused damages to Your Home Building and/or Home Contents also results in the unfortunate death of either You or Your spouse, We will pay compensation of ₹ 5,00,000 (Rupees Five Lakh) per person. In the event of the unfortunate death of the insured, the Personal Accident cover shall continue for the spouse until expiry of the policy.

Clause F. Exclusions (What We do not cover) for all covers under this Section

We do not cover losses and expenses for any loss or damage or destruction of the Insured Property that is directly or indirectly as a result of or is caused by or arising from events, stated below:

1. Your deliberate, wilful or intentional act or omission, or of anyone on Your behalf, or with Your connivance.
2. War, invasion, act of foreign enemy hostilities or war-like operations (whether war is declared or not), civil war, mutiny, civil commotion amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
3. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component that is part of it.
4. Pollution or contamination, unless
 - i. the pollution or contamination itself has resulted from an Insured Event, or
 - ii. an Insured Event itself results from pollution or contamination.
5. Loss, damage or destruction to any electrical/electronic machine, apparatus, fixture, or fitting by over-running, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity from whatever cause (lightning included). This exclusion applies only to the particular machine so lost, damaged or destroyed.
6. Loss or damage to bullion or unset precious stones, manuscripts, plans, drawings, securities, obligations or documents of any kind, coins or paper money, cheques, vehicles, and explosive substances unless otherwise expressly stated in the Section.

7. Loss of any Insured Property which is missing or has been mislaid, or its disappearance cannot be linked to any single identifiable event.
8. Loss or damage to any Insured Property removed from Your Home to any other place.
9. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
10. Any reduction in market value of any Insured Property after its repair or reinstatement.
11. Any addition, extension, or alteration to any structure of Your Home Building that increases its Carpet Area by more than 10% of the Carpet Area existing at the Commencement Date or on the date of renewal of this Section, unless You have paid additional premium and such addition, extension or alteration is added by Endorsement.
12. Costs, fees or expenses for preparing any claim.

Clause G. Conditions

(I) Your Obligations

1. Make true and full disclosure in the proposal and related documents

- a. You have a duty of disclosure to tell Us everything You know, or could reasonably be expected to know, that is relevant to Us for deciding whether to give You insurance cover and on what terms. You owe this duty to disclose such relevant material information even if We have not specifically asked for it. This duty extends to any information or declaration given by anyone else on Your behalf.
- b. We have agreed to give You insurance cover entirely on the basis of the information You, or anyone on Your behalf, have given Us in the proposal, statements and other declarations and documents (in writing or electronic) about Yourself, Your family, Your Home Building and Home Contents. The correct and complete information You give is the basis of Our contract with You. Our promise to pay is conditional upon the truth of these statements and on the assumption that You, or anyone on Your behalf, has not withheld any material information about Yourself, Your family, Your Home Building and Home Contents.

2. Obligation to take care : You must:

- a. keep Your Home Building and Home Contents in good condition and well maintained, You must ensure that the structure of Your Home Building does not have any faults or defects that are visible and material that will aggravate loss or damage to the Home Building in the event an insured peril occurs.
- b. take care to prevent theft, loss or damage to Your Home Building and Home Contents, and
- c. ensure that unauthorized persons do not occupy Your Home Building.

3. Inform change in circumstances : You must inform Us immediately if

- a. You change Your address,
- b. You make any addition, alteration, extension to the structure of Your Home Building,
- c. You let out Your Home Building, or Your Home Building will no longer be solely occupied by You,
- d. You change the use of Your Home Building.

4. Allow inspection and investigation of claim: You must allow, and give full cooperation to the survey/investigation of Your claim by Us. You must allow Us, and any surveyor, officer or other representative that We authorise, to inspect Your Home Building and Home Contents including the interior wherever necessary, take photographs and where required, permit the scientific testing and investigation of any insured article affected by the insured peril. You must answer all questions asked regarding Your claim truthfully and completely, and submit all relevant documents that We will require.

5. Make true statements and full disclosure in the claim and related documents

You must also give true and full information in Your claim and submit true documents. If You give any false information or document in the claim, or if You withhold any information or document (written or electronic), We have a right to refuse payment of Your claim. We may also cancel the Section.

(II) Renewal

1. End of Policy: This Section will expire at the end of the Policy Period.

2. Renewal is not automatic, We may seek relevant information from You for the purpose of renewal. We can reject Your renewal only on grounds of mis-representation, non-disclosure of material facts, fraud or non-co-operation on Your part.

3. Application for renewal: If You wish to renew the Section and the Policy, You must apply for renewal before the end of the Policy Period and pay the required premium amount.

(III) Cancellation and Termination of Policy

1. Cancellation by You at any Time

- a. You can cancel this Policy at any time by giving Us notice in writing. The Policy will terminate when We receive Your notice.
- b. If You cancel the policy, We will refund premium as follows for Section 1:

Time for which Policy in force	Refund of premium
For a period not exceeding 15 days	90% of the annual rate
For a period not exceeding 1 month	85% of the annual rate
For a period not exceeding 2 months	70% of the annual rate
For a period not exceeding 3 months	60% of the annual rate
For a period not exceeding 4 months	50% of the annual rate
For a period not exceeding 5 months	40% of the annual rate
For a period not exceeding 6 months	30% of the annual rate

For a period not exceeding 7 months	25% of the annual rate
For a period not exceeding 8 months	20% of the annual rate
For a period not exceeding 9 months	15% of the annual rate
For a period exceeding 9 months	No refund

2. Cancellation by Us:

- a. We will not cancel the Policy during the policy period except on the grounds of mis-representation, non-disclosure of material facts, fraud or non-co-operation on Your part.

3. Automatic termination of the Section

This Section will automatically end in the following cases:

- a. **Destruction of Your Home Building:** This Section will automatically end 7 (seven) days after Your Home Building collapses or is destroyed by reason other than any Insured Event. If a separable part of Your Home Building, or any additional structure falls down or is destroyed by reason other than any Insured Event, the covers will end for such part or additional structure.

You can apply within 7 (seven) days of such fall or destruction for continuing insurance cover. We may agree, but will not be bound, to continue the cover on the same rates, terms and conditions.

- b. **Exhaustion of Sum Insured:** If Your Home Building, or any additional structure, or any item of Home Contents, is lost, destroyed or stolen, or is a Total Loss, and We pay You the full Sum Insured for such item, the insurance cover for that item will automatically end unless the subject matter of insurance is reconstructed and the Sum Insured is reinstated by paying additional premium. If We pay the total Sum Insured for any claim, this Policy will end.

- c. **Change of use of Your Home Building or Home Contents:** The Section will end

- i. if You change the use of Your Home Building from personal residence to any other purpose, or
- ii. if You use any item of Home Contents for use that is not personal.

- d. **Sale of Your Home Building or Home Contents:** This Section will end when You sell, surrender or release Your interest in Your Home Building and/or Home Contents, or Your interest in the Home Building and/or Home Contents comes to an end. The Section will end to the extent any additional structure of Your Home Building or item of Home Contents if You sell, surrender or release Your interest in such additional structure or item of Home Content, or Your interest in these ends.

- e. **Effect of death**

In the event of the unfortunate death of the Insured during the Policy Period, the Home Building Cover and the Home Contents Cover that You have purchased will continue for the benefit of Your legal representative/s during the Policy Period subject to all the terms and conditions of this Policy.

(IV) Claims Procedure

If You suffer a loss because of an Insured Event, You must make a claim for Your financial loss at Your cost. The procedure for making a claim is given below. These include things that **You must do**, and that **You must not do**. It is important to comply with these to ensure that it does not prejudice Your claim in any manner.

1. Immediate notice to Us

- a. As soon as any physical loss or damage occurs to Your Home Building or Home Contents due to an Insured Event, You must immediately give notice to Us of the loss or damage. This is necessary for Us to survey/ investigate the loss or damage, as may be required.
- b. You can give notice to any of Our offices or call-centres.
- c. You must state in this notice
 - i. the Policy Number,
 - ii. Your name,
 - iii. details of report to the police that You made,
 - iv. details of report to any Authority that You made,
 - v. details of the Insured Event,
 - vi. a brief statement of the loss,
 - vii. particulars of any other insurance of Your Home Building or any of Your Home Contents,
 - viii. details of loss or damage under any Optional Cover or Add-ons,
 - ix. submit photographs of loss or physical damage, wherever possible.

2. Steps to prevent loss and damage

- a. You must take all reasonable steps to prevent further loss or damage to Your Home Building and Home Contents.
- b. Until We have inspected Your Home Building and Home Contents, and have given Our consent,
 - i. You must not sell, give away or dispose of any damaged items of any property for which You are making a claim;
 - ii. You must not wash or clean, or remove any damaged item or debris, except for any urgent necessity;
 - iii. You must not carry out repairs, unless such repairs are urgent and You cannot contact Us.

3. Immediate notice to Authorities

- a. As soon as any loss or damage occurs to the Insured Property, You must give immediate report to appropriate legal authorities. For example, You must report to the fire brigade of the local authority and the police if there is damage by fire/ explosion / implosion or lightning. In case of subsidence /landslide/rockslide, You must inform the District Administration. In the event of impact damage of any kind or Riot Strikes, Malicious damages and acts of terrorism, You must inform the police. If there is a theft within 7 (seven) days following an Insured Event You must inform the police.

- b. We may, but not necessarily, waive this condition if We are satisfied that by reason of extreme hardship it was not possible for You or any other person on Your behalf to give such report.

4. Submit claim

- a. Claim form:
 - i. You must submit Your claim in Our claim form at the earliest opportunity, but within 30 days from the date You first notice the loss or damage. The claim form is available in any of Our branches, and on Our web-site.
 - ii. You must state in Your claim the details of any other insurance policy that covers the damage or loss for which You have filed Your claim, whether You have purchased such other insurance, or someone else has purchased it for You.
- b. We shall not 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 pending action or arbitration. If We disclaim liability for a claim You have made and if the claim is not made a subject matter of a suit in a court of law within a period of 12 months from the date of disclaimer, the claim shall not be recoverable hereunder.

5. Establish loss

- a. You must prove that the Insured Event has occurred, and the extent of physical loss or damage You have suffered with full details.
- b. When We request,
 - i. You must support Your claim for Home Building and/or Home Contents with plans, specification books, vouchers, invoices pertaining to costs incurred by You for reconstruction/replacement/repairs.
 - ii. You must allow Us, Our officers, surveyors or representatives to inspect the loss or damage to Your Home Building and/or Home Contents, and to take measurements, samples, damaged items or parts, and photographs that are relevant.
 - iii. You must give Us authority to see the relevant records and get information about the Event and Your loss from the police or any other authority.
- c. For Optional Cover of Personal Accident, Death Certificate and Post Mortem report (wherever necessary) shall be submitted.

6. Fraudulent claim

If You, or anyone on Your behalf, make a false or fraudulent claim, or support a claim with any false or fraudulent statement or documents:

- i. We will not pay,
- ii. We can cancel the Policy/ Section: in such a case, You will lose all benefits under this Policy and premium that You have paid, and
- iii. We can also inform the police, and start legal proceedings against You.

7. Other insurance

- a. If You have any other policy with Us or any other Insurance Company (taken by You or by anyone else for You) covering in whole or in part any claim that You have made under this Policy, You have a right to ask for settlement of Your claim under any of these policies.
- b. If You choose to claim under this Policy from Us, We will settle Your claim within the limits and the terms and conditions of this Policy.
- c. After We pay the amount under Your claim, We have the right to ask for contribution from the Insurers that have given You the other policies.
- d. We will ensure that Our actions do not impose any liability on You.

8. Recovery action by Us

- a. When We accept and pay Your claim under the Section, We can start legal proceedings to recover the amount or property from the third party who has caused the loss or damage to Your Home Building or Home Contents. You must give authority to Us to take such action and exercise this right effectively, when We request You, whether before or after making payment of Your claim. You must give all information, cooperation, assistance and help for this purpose. You must not do anything which will prejudice Our right. We can do this
 - i. without seeking Your consent,
 - ii. in Your name, and
 - iii. whether or not Your loss has been fully compensated.
- b. Any amount We recover from such person will be applied first to the costs of the legal proceedings and recovery, then to the claim amount We have paid or must pay to You. We will pay You any balance.
- c. You can start legal proceedings against any person who has caused the loss or damage only with Our prior consent, and on conditions that We will impose. You must not compromise or settle any claim against such person without Our consent. If You recover any amount from such person, You must return to Us the amount We have paid for Your claim. We can take over the conduct of legal proceedings that You have started and continue the proceedings in Your name.

Clause H. Changes to covers

- a. You can choose to make changes to the covers of this Section as may be permitted by Us, or increase or reduce any Sum Insured. You must make a proposal or request for any change. It will be effective only after We have accepted Your proposal, and You have paid the additional premium, where applicable.
- b. This Policy (including the Policy Schedule, the proposal, declarations and Endorsements) consists of the entire contract between You and Us.

Clause I. Waiver of Underinsurance

Underinsurance does not apply to this Section. Thus, if Your Sum Insured calculated on the basis of the information that You provided, is less than the actual value at risk, the difference will not affect the amount We pay.

Clause J. Other Details

1. Notices

- a. We will send any notice, letter or communication in writing to You at Your address mentioned in the Policy Schedule, and to Your email address that You have registered with Us.
- b. You will send any notice, letter, intimation or communication in writing to Us at Our branch office where You purchased this Policy. You can also send it at the address mentioned in the Policy Schedule.

2. Nomination for this Policy

You can nominate a person to receive the claim amount under this Policy in the event of Your death. You can make such nomination at the time You take the Policy, or later. You can also change the nomination at any time. You can make the nomination on Our nomination form available in Our office or from Our website: <https://nationalinsurance.nic.co.in/>

3. Applicable law and jurisdiction

This Policy will be subject to the laws of India, and to the jurisdiction of courts in India.

4. Arbitration

If any dispute or difference arises between You and Us regarding the amount of claim to be paid under this policy (liability having been admitted by Us), such difference shall independently of all other questions, be referred to the decision of a sole arbitrator to be appointed in writing by You and Us or if You and We cannot agree upon a single arbitrator within 30 days of either of Us opting for arbitration, the same shall be referred to a panel of three arbitrators comprising of two arbitrators, one to be appointed by each of Us, to the dispute/difference and the third arbitrator to be appointed by two such arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

5.2 SECTION-II: BURGLARY AND HOUSEBREAKING (CONTENTS- excluding money and valuables)

The company will indemnify the insured in respect of loss of or damage to the contents whilst contained in the insured premises by Burglary and/or housebreaking

Definition

The terms Burglary and or Housebreaking shall mean theft involving entry into or exit from the insured premises by forcible and violent means or following assault or violence or threat thereof to the insured or member of the insured's family.

Special Exceptions:

The Company shall not be liable in respect of

- i. Loss or damage by burglary and/or house breaking where any employee of the insured or member of the insured's family is concerned as principal or accessory.
- ii. Loss or damage to livestock, motor vehicles and pedal cycle.
- iii. Loss or damage to money, securities for money, stamps, bullion, deeds, bonds, bills of exchange, promissory notes stock and share certificates, business books, manuscripts documents of any kind unset precious stones and jewellery and valuables unless specifically declared..

Extension:

The insurance by this policy applies also to contents in so far as such property is not otherwise insured whilst temporarily removed and during transit as accompanied baggage anywhere in India to other premises used for temporary residence by the insured or any member of the insured's family permanently residing with him or at other premises wherein the insured shall have placed any of such property in safe during his temporary absence from the insured premises during any period not exceeding in the aggregate, one hundred and twenty (120) days in any one period of insurance, provided that the liability of the company in respect of property so removed shall not exceed one tenth (1/10) of the total sum insured under this section.

5.3 SECTION-III- ALL RISKS (JEWELLERY AND VALUABLES)

The company will indemnify the insured or any member of the family in respect of loss or damage to jewellery and valuables caused by accidental or misfortune whilst anywhere in India. Provided that the liability of the company in respect of any one item in any one period of insurance will not exceed the sum insured set against such item in the schedule hereto and not exceeding in aggregate the total sum insured hereby. Provided further that where damage to any item can be repaired, the company will pay expenses necessarily incurred to restore the damage item to its former state of serviceability not exceeding the sum insured in respect of such item.

It is expressly declared and agreed that the condition of average in so far as this section is concerned is deemed declared.

Special Exceptions:

The company shall not be liable in respect of:-

- i. loss or damage due to cracking, scratching or breakage of lens or glass whether part of any equipment or otherwise or to china marble, gramophone records and other articles of brittle or fragile nature unless such loss or damage arise from accident to railway, train or aircraft or vehicle by which such property is being conveyed.
- ii. Loss or damage caused by moth, mildew, vermin or any process of cleaning, dyeing, repairing or restoring to which the property is subjected.
- iii. Loss or damage caused by mechanical derangement or over winding of watches and clocks.
- iv. Theft from the car except from the car of fully enclosed saloon type having all the doors, windows and other opening securely locked and properly fastened.

v. Loss or damage whilst being conveyed by any carrier under contract of affreightment.

Special Conditions:

- i. where any item insured hereunder consists of articles in pair or set, the company's liability in respect thereof shall not exceed the value of any particular part or parts which may be lost or damaged without reference to any special value which such article or articles may have as part of such pair or set not more than a proportionate part of the insured value of the pair or set.
- ii. No one article or pair of articles is deemed to be more than 10% of the sum insured under this section unless separately specified and value stated.

5.4 SECTION-IV: PLATE GLASS

The Company will indemnify the Insured in respect of loss or damage to the fixed plate glass in the Insured premises by accidental breakage provided that the liability of the Company in respect of any one loss or all losses in any one period of Insurance is limited to the sum set against in the Schedule:

Special Exceptions:

The Company shall not be liable in respect of

- i) 1% of sum insured subject to minimum of Rs. 500/-
- ii) Breakage or damage during removal, alterations and/or repairs on or about the Insured premises.
- iii) Breakage of lettering unaccompanied by breakage or damage of glass.
- iv) Breakage of or damage to frames or framework of any description, unless specifically declared.
- v) disfiguration or scratching or damage of glass other than fracture extending through the entire thickness of glass.
- vi) embossed, silvered, lettered, ornamental, curved or any glass whatsoever other than the glass which is plain and or ordinary glazing quality, unless the same be specifically declared.
- vii) breakage of glass not completely and securely fixed.
- viii) loss or damage consequent upon interruption or delay of business or other loss damage or injury arising from breakage of glass or during replacement thereof.

5.5 SECTION-V BREAKDOWN OF DOMESTIC APPLIANCES

The Company will indemnify the Insured against unforeseen and sudden physical damage caused by and/or solely due to mechanical and or electrical breakdown of domestic electrical, electronics or mechanical appliances, apparatus or gadgets specified in the schedule whilst contained in or fixed at the Insured Premises. Provided that the liability of the Company in respect of any one item in any one period of insurance will not exceed the sum insured set against such item in the schedule.

Special Provisions:

1) Sum Insured:

It is a requirement of this section that the sum insured in respect of such item specified in the schedule shall be equal to cost of the replacement of the Insured property of the same kind and capacity which shall mean its replacement cost including freight custom duties and erection cost.

If the Sum insured is less than the amount to be insured as above, the Company will pay for damage in such proportion as the Sum Insured bears to the replacement cost. Every item, if more than one, shall be subject to this condition separately.

2) Basis of Indemnity:

Where the damage to an insured item can be repaired the Company will pay expenses necessarily incurred to restore the damaged item to its former state of serviceability. If the cost of repair exceeds the actual value of the insured item immediately before the occurrence of the damage the settlement shall be made on the basis provided for in (b) as below :

In case of total loss, claims will be paid subject to depreciation of 10% per year from the date of purchase. The maximum depreciation however, shall not exceed 50% of sum insured of the item in respect of which a total loss claim is admitted under the Policy

Special Exceptions:

The Company shall not be liable in respect of

- i) An excess stated in the policy schedule, 1% of sum insured subject to minimum of Rs. 250/- for each and every loss.
- ii) Loss or Damage caused by or arising out of willful act or willful gross negligence of the insured.
- iii) Loss or Damage due to faults existing at the time of commencement of this insurance and known to the insured regardless of whether such faults or defects were known to the company or not.
- iv) Loss or Damage for which the manufacturers or suppliers of the property are responsible thereby or under contract.
- v) Loss or Damage to any insured item occasioned by permanent or temporary dispossession resulting from confiscation commandeering or requisition by any lawfully constituted authority of such item or by permanent or temporary dispossession of any building resulting from the unlawful occupation by the insured of the building/premises.
- vi) cost of transport to the repair shop and back to the insured's premises of any insured item arising out of any damage to such item.
- vii) Loss of or damage to any insured item by perils which are insurable under other section of this policy.

5.6 SECTION-VI: TELEVISION SET

The company will indemnify the insured in respect of:-

1 Loss of or damage to the Television apparatus described in the schedule whilst contained or fixed in the insured's premises by:

- a. Fire, lightning, explosion of gas in domestic appliance

- b. Bursting and overflowing of water tanks, apparatus or pipes
- c. Aircraft or article dropped therefrom.
- d. Riot Strike or malicious act
- e. Earthquake (fire & / or shock)
- f. Flood, inundation storm, tempest, typhoon, hurricane, tornado or cyclone
- g. Burglary and /or House Breaking or theft.
- h. Accidental external means
- i. Mechanical or electrical breakdown.

Provided that the liability of the company in respect of such loss or damage in any one period of insurance is limited to the amount specified in the schedule.

2. All sums which the insured shall be legally liable to pay as compensation and litigation expenses incurred by the insured with the company's written consent in respect of accidental death of or bodily injury to a person other than a member of the insured's family or a person under the insured's services and/or accidental damage to property not belonging to or in the custody or under control of the insured or any member of the insured's family or person under the insured's services arising out of accident happening through or in connection with the television apparatus or to breakdown or defect in the television apparatus or breaking or collapse of the internal fittings or mast forming part of television apparatus provided that the liability of the company in respect of such compensation and litigation expenses in any one period of insurance is limited to Rs. 25,000/- (twenty five thousand only).

3. Damage to property belonging to or in the custody or control of the insured caused by breakage or collapse of the antenna fittings or mast forming part of the television apparatus in so far as such property is not otherwise insured, provided that the liability of the company in respect of such damage in any period of insurance is limited to Rs. 3000/- (rupees three thousand only).

Definition:

The term television apparatus as used herein shall mean and include the television set, the accessories forming part of the set and antenna both external and internal.

Special Exceptions:

The company shall not be liable in respect of-

- a. 1% of sum insured subject to minimum of Rs. 500/- for each loss.
- b. loss or damage to external antenna or fittings by theft.
- c. Loss or damage caused by or arising out of or traceable to erection, repairing or dismantling of the television apparatus.
- d. Loss of or damage for which the manufacturer or supplier of television apparatus is responsible either by law or contract.
- e. Liability assumed by the insured by agreement unless such liability could have attached to the insured notwithstanding such agreement.

5.7 SECTION VII - PEDAL CYCLES

Sub-Section: A. The Company will indemnify the Insured in respect of loss of or damage to Pedal Cycles belonging to the insured by:

- a. Fire, lightning, External explosion.
- b. Riot Strike or malicious act
- c. Earthquake (fire & / or shock)
- d. Flood, inundation storm, tempest, typhoon, hurricane, tornado or cyclone
- e. Burglary and /or House Breaking or theft..
- f. Accidental external means

Provided that the liability of the company in respect of loss or damage to any one pedal cycle in any one period of insurance will not exceed the sum set against such pedal cycle in the schedule

Sub-Section-B. The company will indemnify the insured in respect of all sums which the insured shall become legally liable to pay as compensation and litigation expenses incurred by the insured with the company's written consent for accidental death or bodily injury to any person other than a member of the insured's family or a person in the insured's service or being conveyed on such pedal cycle and/or accidental damage to property not belonging to or in the custody or control of the insured or any member of the insured's family or not being conveyed on such pedal cycle in the event of accident caused by or happening through or in connection with pedal cycle insured hereunder provided that the liability of the company in respect of such compensation and litigation expenses in any one period of insurance is limited to Rs. 10,000/-(rupees ten thousand) only.

Special Exceptions:

The Company shall not be liable in respect of:-

- a. Any accident. Loss, damage or liability caused by or through or in connection with Pedal Cycle whilst it is being used for hire or reward or outside India.
- b. damage caused by overloading or strain or mechanical breakdown.
- c. Loss or damage to accessories by theft unless the entire Pedal Cycle is stolen at the same time.
- d. Loss or damage occurring whilst being used for racing or pace making or speed tests.
- e. The first Rs. 10/- (ten) of each and every loss arising under sub section A hereof through accidental external means. If , however, the loss of damage exceeds Rs. 10/- the company is liable to pay full for such loss or damage.

Special Condition:

The Pedal Cycle should be properly locked when left unattended.

5.8 SECTION VIII: BAGGAGE

The company will indemnify the insured and/or such members of his/her family as are permanently residing with him/her in respect of personal baggage accompanying the insured and/or his family members belonging to him/her or for which he/she is responsible whilst traveling anywhere in India whilst on tour on holidays employees. **Lost , destroyed or damaged by accident or** misfortune Provided that the liability of the company in respect of property so lost , destroyed or damaged shall be limited to its actual value at the time of happening of such loss but not exceeding in any one period of insurance in respect of each of the several items specified in the schedule, the sum set opposite thereto respectively.

Special Exceptions:

The Company shall not be liable in respect of-

- a. loss or damage due to cracking, scratching or breakage of lens or glass whether part of any equipment or otherwise or to China marble gramophone records and other articles of a brittle or fragile nature unless such loss or damage arises from accident to vessel, trains, vehicles or aircraft by which such property is conveyed.
- b. Loss or damage caused by moth, mildew, vermin or any process of cleaning, dyeing, repairing or restoring to which the property is subjected.
- c. Loss of or damage to any electrical machine, apparatus, fixtures or Fittings(including wireless sets and tape recorders) arising from over running excessive pressure, short circuiting , arching , self heating or leakage of electricity from whatsoever cause (lighting included).
- d. Loss or damage caused by mechanical derangement or over winding of watches and clocks.
- e. Theft from car except from the car of fully enclosed saloon type having all the doors, windows and other opening securely locked and properly fastened.
- f. Loss or damage whilst being conveyed by any carrier under contract of affreightment.
- g. Loss of or damage to money, securities, manuscripts, deeds, bonds, bills of exchange, promissory notes, stock of shares certificates, stamps, business books or documents, jewellery, watches, furs, precious stones, gold and silver ornaments, travel tickets, cheques and bank drafts.
- h. Loss of or damage to articles which did not form part of the contents of any of the packages when the journey commenced unless specifically declared and accepted by the company.
- i. Loss , destruction of or damage to articles of consumable nature.
- j. Loose articles such as sticks, straps, umbrellas, sunshades, fans, deck chairs, property in use on the voyage and/or journey or articles or cloths whilst being worn on the persons or carried about.
- k. Loss , destruction or damage caused by or arising from the leakage, spilling or exploding of liquids, oils or materials of a like nature or articles of a dangerous or damaging nature.
- l. Any tour or travel undertaken within the municipal limits of the village, town or city wherein the insured is permanently residing.

5.9 SECTION IX: PERSONAL ACCIDENT

If the insured person shall sustain any injury resulting solely and directly from an accident, the Company shall pay, to the insured or his/her nominee, the benefit as below but not exceeding the Capital Sum Insured (CSI) and Cumulative Bonus (if earned any) during the policy period, in respect of all such claims.

1 Benefits**i) Death**

If such injury shall within twelve (12) calendar months of its occurrence be the sole and direct cause of death of the insured person, the CSI and CB.

ii) Loss by Physical Separation or Loss of Use of Two Limbs or Two Eyes or One Limb and One Eye

If such injury shall within twelve (12) calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of

i) sight of both eyes or the actual loss by physical separation of the two hands or two feet or of one hand and one foot or loss of sight of one eye and such loss of one hand or one foot, the CSI and CB

ii) use of two hands or two feet or one hand and one foot without physical separation or loss of sight of one eye and loss of use of one hand or one foot without physical separation, the CSI and CB

iii) Loss by Physical Separation or Loss of Use of One Limb or One Eye

If such injury shall within twelve (12) calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of

i) sight of one eye or the actual loss by physical separation of one hand or one foot, fifty percent (50%) of the CSI and CB

ii) use of a hand or a foot without physical separation, fifty percent (50%) of the CSI and CB

iv) Permanent Total Disablement

If such injury shall within twelve (12) calendar months of its occurrence be the sole and direct cause of permanent total and absolute disablement of the insured person from engagement in any employment or occupation of any description whatsoever, a lump sum equal to hundred percent (100%) of the CSI and CB

v) Permanent Partial Disablement

If such injury shall within twelve (12) calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of use or of the actual loss by physical separation of the following, the percentage of the CSI indicated below:

Loss of part of body		% of CSI
Loss of toes	all	20
	Great-both phalanges	5
	Great-one phalanx	2
	Other than great, if more than one toe lost each	1
Loss of hearing	both ears	50
	one ear	15
Loss of 4 fingers & thumb of 1 hand		40
Loss of 4 fingers of 1 hand		35
Loss of thumb	Both phalanges	25
	One phalange	10
Loss of Little finger	3 phalanges	4
	2 phalanges	3
	1 phalange	2
Loss of ring finger	3 phalanges	5
	2 phalanges	4
	1 phalange	2
Loss of middle finger	3 phalanges	6
	2 phalanges	4
	1 phalange	2
Loss of Index finger	3 phalanges	10
	2 phalanges	8
	1 phalange	4
Loss of metacarpal	1st or 2nd (additional)	3
	3rd, 4th, or 5th (additional)	2
Any other permanent partial disablement	% as assessed by Board of Doctors of a Government hospital	

vi) **Temporary Total Disablement**

If such injury shall be sole and direct cause of temporary total disablement then so long as the insured shall be totally disabled from engaging in any employment or occupation of any description whatsoever, a sum at the rate of 1% of the CSI per week but in any case not exceeding INR 5000/- per week subject to maximum of 100 weeks from the date of commencement of disablement and in no case shall exceed the CSI.

The Company shall pay in lump sum after the total amount shall have been ascertained and agreed.

2 Additional Benefits

i) **Expenses for transportation of dead body**

In the event of death of the insured person due to an accident outside his/her residence, the company shall pay in addition to the amount payable under clause of benefit section, expenses incurred for transportation of dead body to the place of residence subject to a maximum of two percent (2%) of the CSI or INR 2500/- (Two thousand five hundred only) whichever is less.

ii) **Cumulative Bonus**

At the time of renewal, cumulative bonus allowed shall be an amount equal to 5% (five percent) of CSI of the expiring policy in respect of an insured person, provided no claim has occurred and policy is continuously renewed with the company without a break.

The cumulative bonus shall be payable in the event of claim under clauses (i to iv) viz. death, loss of two limbs or two eyes or one limb and one eye, loss of one limb or one eye and Permanent Total Disablement only.

Cumulative bonus shall be aggregated over the years and available, subject to maximum of 50% (fifty percent) of the CSI of the expiring policy.

The cumulative bonus shall not be lost, if the policy is renewed within 30 (thirty) days after its expiry.

3 Definitions

- i) **Capital Sum Insured** means the amount of insurance in respect of each insured person as mentioned in the schedule.
- ii) **Cumulative Bonus** means any increase in the capital sum insured granted by the company without an associated increase in premium.
- iii) **Loss of foot by physical separation** means separation at or above ankle.
- iv) **Loss of hand by physical separation** means separation at or above wrist.
- v) **Loss of hearing** means total and irrecoverable loss of ability to hear.
- vi) **Loss of sight** means total and irrecoverable loss of ability to see or total blindness.
- vii) **Medical practitioner** means a person who holds a valid registration from the medical council of any state or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of the license.
- viii) **Portability** means transfer by an individual health insurance policy holder (including family cover) of the credit gained for pre-existing conditions and time bound exclusions if the policy holder chooses to switch from one insurer to another.
- ix) **Standard type of Aircraft** means any aircraft duly licensed to carry passengers [for hire or otherwise]by 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 multiple engines.

4 Exclusions

i) Limits of compensation

The company shall not be liable to make any payment under the policy in respect of

- a) More than one of the sub clauses of benefits section in respect of the same period of disablement.
- b) Any claim after a claim under one of the clauses (i, ii or iii) has been admitted and is payable.
- c) 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 exceed the CSI and CB (if earned any).
- d) Any payment of weekly compensation until the total amount shall have been ascertained and agreed.

The company shall not be liable under the policy in respect of payment of compensation in connection with:

ii) Intentional Self-Inflicted Injury

Any intentional self-injury, suicide or injury from attempted suicide.

iii) Drug/Alcohol Use

Any injury due to misuse or abuse of drugs/alcohol or use of intoxicating substances.

iv) Venereal Disease or Insanity

Any injury directly or indirectly caused by venereal disease or insanity.

v) Pregnancy

Death or disablement directly or indirectly caused by, contributed to or aggravated or prolonged by childbirth or pregnancy or in consequence thereof.

vi) Big Game Hunting

Any injury while engaged in big game hunting

vii) Aviation

Any injury while the insured is engaged in aviation

viii) Non- Fare Paying Passenger in Aircraft

Any injury while the insured person is mounting into, dismounting from or travelling in any aircraft other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world

5 Conditions

i) Communication

The insured shall give immediate notice to the company of any change in his/her business or occupation.

ii) Notification of Claim

- a) Upon the happening of any event which may give rise to a claim under the policy, written notice with full particulars must be given to the company immediately.
- b) In case of death, written notice shall be given before interment, cremation and in any case, within one calendar month after the death
- c) In the event of loss of sight or hearing or amputation of limbs or permanent total disablement, written notice must be given within one calendar month after such loss

iii) Claim Documents

Duly completed claim form

In addition, the following documents are to be submitted depending on the nature of the claim

Death

- a) Attending Doctors Report
- b) Original policy for cancellation of section
- c) Original Death Certificate
- d) Original / attested Post Mortem / Coroners Report, where applicable
- e) Attested copy of FIR / Panchnama
- f) Police Inquest report, where applicable
- g) Any other document required by the company

Post mortem report if necessary, be furnished within the space of fourteen days after demand in writing

Loss of Limb or Eyes/Permanent Total Disablement/ Permanent Partial Disablement/ Temporary Total disablement

- a) Attending Doctors Report
- b) Original policy for cancellation of section in case of Permanent Total Disablement
- c) Original policy for reduction in Capital Sum Insured in case of Permanent Partial Disablement
- d) Disability Certificate from Govt. Registered Medical Practitioners, where applicable
- e) Diagnostic reports like laboratory test, X- rays and/ or any other reports confirming injury
- f) Police Inquest report, where applicable
- g) Any other document required by the company

iv) Claim Procedure

- a) Necessary documents should be submitted to the company along with completed claim form within 30 days after date of such loss.
- b) Evidence as the company may require from time to time shall be furnished within 14 days after demand in writing
- c) In case of death, permanent total disablement, loss of two limbs or one limb and one eye, the claim shall be paid only after deleting by endorsement the name of the insured person in respect of whom such sum shall become payable
- d) In the case of loss of one limb or eye, permanent partial disablement & Temporary Total disablement, the claim shall be paid only after reduction by an endorsement of the capital sum insured by the amount admissible under the claim in respect of the insured person to whom such sum shall be payable.

v) Claim Settlement

- a) On receipt of the final document(s) or investigation report (if any), as the case may be, the company shall within a period of 30 days offer a settlement of the claim to the insured person.
- b) If the company, for any reasons, decides to reject a claim under the policy, shall communicate to the insured person in writing and within a period of 30 days from the receipt of the final document(s) or investigation report (if any), as the case may be.
- c) Upon acceptance of an offer of settlement as stated above by the insured person, the payment of the amount due shall be made within 7 days from the date of acceptance of the offer by the company.
- d) In the cases of delay in the payment, the company shall pay interest at a rate which is 2% above the bank rate prevalent at the beginning of the financial year in which the claim is reviewed.
- vi) **Waiver**
Time limit for claim notification and submission of documents may be waived in cases where it is proved to the satisfaction of the company, that the circumstances under which insured person was placed, it was not possible to intimate the claim/submit the documents within the prescribed time limit.
- vii) **Payment of claim**
All claims under the policy shall be payable in Indian currency through NEFT/ RTGS only.
- viii) **Revision of terms of the section including the premium rates**
The company, in future, may revise or modify the terms of the section including the premium rates based on experience. The insured shall be notified three months before the changes are effected.
- ix) **Nomination**
The insured is mandatorily required at the inception of the Policy to make a nomination for the purpose of payment of claims under the policy in the event of death of insured person.
Any change of nomination shall be communicated to the company in writing and such change shall be effective only when an endorsement on the policy is made.
No assignment of this section or the benefits there under shall be permitted.

5.10 SECTION X: (a) PUBLIC LIABILITY & (b) EMPLOYEES COMPENSATION

The Company will indemnify the Insured in respect of sums which the insured shall become legally liable to pay as a private householder occupying the premises specified in the schedule (subject to the sum set in the schedule):

- a) As compensation and litigation expenses incurred by the insured with the company's written consent in respect of accidental death of or bodily injury to any person other than a Person under the Insured's service and/or accidental damage to property caused by or through the fault or negligence of the insured or of any member of the insured's family or household permanently residing with him whilst caused during the performance of any act in connection with the insured's business but not exceeding in all for compensation and litigation expenses up to the limit of Rs. 25,000/- (rupees twenty five thousand) for any one accident or a series of accidents arising from any one event and for all accidents during any one period of insurance.
- b) As compensation to his employee engaged in the insured premises under the Fatal Accident Act, 1855, Employee's Compensation Act 1923 or any amendment thereto or common law in respect of death of or bodily injury to such employees arising out of and in the course of employment.

Special Exceptions:

The Company shall not be liable in respect of injury or damage arising out of or incidental to:

- i. Excess applicable 0.25% of AOO limit subject to minimum of Rs. 1000/- maximum of Rs. 1,00,000/- for each and every loss for public liability & Employees Compensation nil.
- ii. Insured's profession or business.
- iii. The carrying out of alterations, additions, repairs or decorations to the premises specified in the schedule.
- iv. liability assumed by the insured by agreement unless such liability would have attached to the insured notwithstanding such agreement.
- v. accidents directly or indirectly caused by traceable to or arising out of the ownership possession or the custody by or on behalf of the insured of animals vehicles, aircraft, ship, boats or crafts of any kind.

Further as regards Employee's Compensation cover is concerned, the company shall not be liable for any interest and/or penalty imposed on the insured on account of failure to comply with the requirements laid down under the Employee's Compensation Act 1923 and subsequent amendments of the said Act.

6 REDRESSAL OF GRIEVANCE

In case of any grievance the insured person may contact the company through

Website: <https://nationalinsurance.nic.co.in/>

Toll free: 1800 345 0330

E-mail: customer.relations@nic.co.in

Phn: (033) 2283 1742

Post: National Insurance Co. Ltd.,

6A Middleton Street, 7th Floor,

CRM Dept.,

Kolkata - 700 071

Insured person may also approach the grievance cell at any of the company's branches with the details of grievance.

If Insured person is not satisfied with the redressal of grievance through one of the above methods, insured person may contact the grievance officer (Office in-Charge) at that location.

For updated details of grievance officer, kindly refer the link: <https://nationalinsurance.nic.co.in/>

Grievance may also be lodged at IRDAI Integrated Grievance Management System - <https://igms.irda.gov.in/>

The contact details of the Insurance Ombudsman offices are as below-

Areas of Jurisdiction	Office of the Insurance Ombudsman
Gujarat , UT of Dadra and Nagar Haveli, Daman and Diu	Office of the Insurance Ombudsman, 2nd floor, Ambica House, Near C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad – 380 014. Tel.: 079 - 27546150 / 27546139 Fax: 079 - 27546142 Email: bimalokpal.ahmedabad@ecoi.co.in
Karnataka	Office of the Insurance Ombudsman, JeevanSoudhaBuilding,PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@ecoi.co.in
Madhya Pradesh and Chhattisgarh	Office of the Insurance Ombudsman, JanakVihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@ecoi.co.in
Odisha	Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 / 2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@ecoi.co.in
Punjab , Haryana, Himachal Pradesh, Jammu and Kashmir, UT of Chandigarh	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@ecoi.co.in
Tamil Nadu, UT– Pondicherry Town and Karaikal (which are part of UT of Pondicherry)	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@ecoi.co.in
Delhi	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23239633 / 23237532 Fax: 011 - 23230858 Email: bimalokpal.delhi@ecoi.co.in
Assam , Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura	Office of the Insurance Ombudsman, JeevanNivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2132204 / 2132205 Fax: 0361 - 2732937 Email: bimalokpal.guwahati@ecoi.co.in
Andhra Pradesh, Telangana and UT of Yanam – a part of the UT of Pondicherry	Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 65504123 / 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@ecoi.co.in
Rajasthan	Office of the Insurance Ombudsman, JeevanNidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005.

	Tel.: 0141 - 2740363 Email: Bimalokpal.jaipur@ecoi.co.in
erala , UT of (a) Lakshadweep, (b) Mahe – a part of UT of Pondicherry	Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@ecoi.co.in
West Bengal, UT of Andaman and Nicobar Islands, Sikkim	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@ecoi.co.in
Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.	Office of the Insurance Ombudsman, 6th Floor, JeevanBhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@ecoi.co.in
Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane	Office of the Insurance Ombudsman, 3rd Floor, JeevanSevaAnnexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@ecoi.co.in
State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshihar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanschiramnagar, Saharanpur	Office of the Insurance Ombudsman, BhagwanSahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: GautamBuddh Nagar, U.P-201301. Tel.: 0120-2514250 / 2514251 / 2514253 Email: bimalokpal.noida@ecoi.co.in
Bihar, Jharkhand.	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Email: bimalokpal.patna@ecoi.co.in
Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region	Office of the Insurance Ombudsman, JeevanDarshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020 - 32341320 Email: bimalokpal.pune@ecoi.co.in