



HOMESECURE (HOUSEHOLDERS) POLICY

UIN: IRDAN108P0002V03100001

POLICY WORDINGS

Tata AIG General Insurance Co. Ltd.

Registered Office:

Peninsula Business Park, Tower A, 15th Floor,
G.K. Marg, Lower Parel, Mumbai – 400013

24X7 Toll Free No: 1800 266 7780 Fax: 022 6693 8170

Email: customersupport@tataaig.com Website: www.tataaig.com

IRDA of India Registration No: 108 CIN:U85110MH2000PLC128425

General Definitions

In this policy certain words or terms have the specific meanings set out below wherever they appear *italicised* and in Initial Capitals. Where *We* have used the singular person this shall also include the plural and the male gender shall also include the female gender, where the context so admits.

Accident – means a sudden, unforeseen and involuntary event caused by external, visible and violent means.

Age – means completed years as at the Effective Date.

Audio & Audio Visual Appliance – means the television set and the related appliances forming part of or attaching to the television set and the antenna, both external and internal and/or other *Audio Appliances* all as noted specifically on the *Schedule*.

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

Bodily Injury – means any *Accidental* physical bodily harm but does not include any sickness or disease

Break in policy – occurs at the end of the existing policy term, when the premium due for renewal on a given policy is not paid on or before the premium renewal date or within 30 days thereof.

Break-in – means to enter someone's property illegally by actual force or violence of which there shall be visible marks made at the place of such entry by electricity or chemicals as well as by tools or explosives, usually with the intent to steal or commit a violent act.

Building – means *Your Home*, built of brick, stone or concrete, roofed with incombustible material (unless otherwise stated in the *Schedule*), including any domestic garages and outbuildings, swimming pools, terraces, patios, drives, footpaths, gates, and any other permanent fixtures and fittings situated as stated in the *Schedule*.

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

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

Cancellation (of policy) – means the term on which the policy contract an be terminated either by the insurer or the insured by giving sufficient notice to other which is not lower than a period of fifteen days. The terms of cancellation may differ from insurer to insurer.

Condition precedent – means a policy terms or condition upon which the insurer's liability under the policy is conditional upon.

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

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

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

Domestic Staff – means any person employed by You solely to carry out domestic duties associated with Your Home, but does not include any person employed in any capacity in connection with any Business, trade or profession.

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

1) are and continue to be normally resident with You, and

2) not paying a commercial rent

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

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

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

Hospital – means any institution established for in-patient care and daycare treatment of illness and / or injuries and which has been registered as a hospital with the local authorities under the Clinical Establishment (Registration and Regulation) Act, 2010 or is under the enactments specified under the Schedule of Section 56(1) of the said Act OR complies with all minimum criteria as under:

- has qualified nursing staff under its employment round the clock,
- has at least 10 inpatient beds, in those towns having a population of less than 10,00,000 and at least 15 inpatient beds in all other places,
- has qualified Medical Practitioner(s) in charge round the clock,
- has a fully equipped operation theatre of its own where surgical procedures are carried out,
- maintains daily records of patients and will make these accessible to the insurance company's authorized personnel.

IRDAI – means Insurance Regulatory and Development Authority of India.

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

Insured / Insured Person – means the Insured Person with entry age between 12 years to 70 years, or eligible Spouse and/or Eligible Children detailed in the Policy Schedule as being eligible to become insured under this Policy and for whom a Proposal Form for insurance has been received from the Policyholder and approved by the Company.

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

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

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

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

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

Medical Expenses – means those expenses that an Insured Person has necessarily and actually incurred for medical treatment on account of Accident on the advice of a Medical Practitioner, as long as these are no more than would have been payable if the Insured Person had

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

Minimum Premium – means the amount of Rs.100/-.

Payment card – means an ATM card, credit card, charge card, prepaid card or debit card issued by a qualified financial institution for personal use only.

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

Permanent – means lasting twelve calendar months and at the expiry of that period being beyond reasonable hope of improvement and certified to that effect by a competent and qualified Physician appointed by the company.

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

Personal Papers – means identification documents issued by Your country, state including but not limited to Your driver's license and passport.

Physician/ 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 his license.

Medical Practitioner will not be (a) an Insured Person or (b) Your Immediate Family Member or c) or anyone who is living in the same household as the Insured.

Policy – means Your proposal, the Schedule, Our covering letter to You, insuring clauses that are appearing in each applicable Benefit, definitions, exclusions, conditions and other terms contained herein and any endorsement attaching to or forming part hereof, either at inception or during the Period of Insurance.

Policyholder – means the physical person(s) or the entity named in the Policy Schedule who executed the Policy Schedule and is (are) responsible for payment of premiums.

Policy Schedule – means the sheet/s containing the description of items insured, as stated in the Policy and any annexure attached to and forming part of this Policy.

Public Authority – means any governmental, quasi-governmental organisation or any statutory body or duly authorised organisation with the power to enforce laws, exact obedience, command, determine or judge.

Pre-existing Condition – means a condition for which care, treatment, or advice was recommended by or received from a Medical Practitioner or which was first manifested or contracted before the start of the Period of Insurance.

Proposal Form – means any initial or subsequent declaration made by the Policyholder and is deemed to be attached and which forms a part of this Policy.

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

Renewal (of policy) – means the terms on which the contract of insurance can be renewed on mutual consent with a provision of grace period for treating the renewal continuous for the purpose of all waiting periods.

Replacement cost – means the value at which property insured could be replaced with new property of the same kind, type and specification and includes wherever applicable freight, custom duty, dismantling and re-erection cost and any other relevant charges, if included in the Sum Insured.

Robbery – means the unlawful taking of money or other property from Your care and custody by one who has caused or threatened you with bodily harm and has committed an illegal or violent act

Schedule – means the sheet/s containing the description of items insured, as stated in the Policy and any annexure attached to and forming part of this Policy.

Short Period Rates means:

For a period not exceeding 15 days			10% of the annual rate			
”	”	”	1 month	15%	”	”
”	”	”	2 months	30%	”	”
”	”	”	3 months	40%	”	”
”	”	”	4 months	50%	”	”
”	”	”	5 months	60%	”	”
”	”	”	6 months	70%	”	”
”	”	”	7 months	75%	”	”
”	”	”	8 months	80 %	”	”
”	”	”	9 months	85%	”	”
For a period exceeding				9 months The full annual rate.		

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

Theft – means an act of directly or indirectly and illegally permanently depriving You and/or Your Family of the possession of the Contents by any person by violent or forceful means or otherwise.

Total loss – means if the cost of replacement, repair, reinstatement, renewal or refurbishment of any item is equal to or exceeds the value of the lost or damaged item immediately before the occurrence of the loss or damage.

Unoccupied – means Your Home that remains unoccupied by You and/or Your Family for more than thirty (30) consecutive days.

Valuables – mean bullion, stamp, coin or medal collections, curios, painting, work of arts, sculptures, articles of gold, silver or other precious metals and stones, Jewellery, fur, manuscripts and items of similar nature.

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

We or Us or Our – means Tata AIG General Insurance Company Limited.

You, Your or Yourself – means the person named in the Schedule as the policy holder.

General Conditions

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

1 Reasonable Care

All reasonable steps, safeguards and precautions to avoid any injury, loss or damage that might result in a claim under this Policy or otherwise must be taken by You and/or Your Family and/or Your Domestic Staff, and You and/or Your Family shall exercise reasonable care in employing Domestic Staff or other employees or contractors to work in Your Home .

2 Adequacy of Sum Insured

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

- (a) Benefit: Fire & Special Perils - Building - the cost of rebuilding at the same site a Building of identical structure and design if the Building(s) were completely destroyed.
- (b) Benefit: Burglary, Fire & Special Perils - Contents - the Replacement cost.
- (c) Benefit: Baggage, Breakdown of domestic electronic and electrical appliances, Pedal Cycle, Plate Glass, Jewellery and Valuables: the Replacement cost

3 Your duties after a loss

If an event occurs that may give rise to a claim under this Policy, or there are circumstances that are likely to give rise to a claim, You must:

- (a) Inform Us immediately through telephone / fax/ email/ SMS/ registered post within 7 days from the occurrence of the loss or the event giving rise to the claim.
- (b) Provide Us with all relevant information, documentation and details of items lost, damaged or destroyed along with their values, and also any other assistance that We may reasonably require to enable Us or independent surveyors or Our representatives to investigate any claim and/or to establish to Our reasonable satisfaction that a loss of the amount stated has occurred under this Policy. Specifically in the case of the notification of a circumstance likely to give rise to a claim, You shall also give Us reasons for the anticipation of a claim with full particulars including dates and the persons involved.
- (c) Preserve any damaged property so that it may, at Our discretion, be inspected and examined by independent surveyors or Our representatives.
- (d) In case of actual or attempted Burglary or Theft, You must in addition to a), b) and c) above:
 - (i) immediately lodge a written complaint with the police listing out the items with values that were lost, damaged or destroyed and that You intend to claim for and forward a copy of that written complaint, the First Information Report and/or Final Report to Us, and
 - (ii) take all practicable steps to apprehend the guilty persons and to recover any property Lost, and
 - (iii) protect the remaining property from further damage as per General Condition 1 above, and
 - (iv) within 7 days supply Us with an inventory of damaged or stolen property detailing the quantity, age, description, actual replacement value and amount of loss claimed for in respect of each item, along with all documentation required to support and substantiate Your claim.
- (e) In case the event or circumstance to be notified involves any form of legal process, You must in addition to a), b), c) and d) above:
 - (i) immediately send Us every written notice or information of any verbal notice of a claim, and
 - (ii) immediately send Us any writ, summons, or other legal process issued or commenced against You, and
 - (iii) permit Us to take over the control and conduct of the defense, pursuit or settlement of any claim and provide Us or Our representatives with such cooperation and assistance as may be required for that purpose, and

- (iv) not, without Our prior written consent, incur any costs, admit liability for or attempt to settle, make any admission, offer any payment or otherwise assume any contractual obligation with respect to any legal action or threat of legal action.
- (v) provide Us with the names and addresses of any known persons injured and any available witnesses
- (vi) provide Us with any legal documents and other documents which will help Us defend any insured person and
- (vii) assist and cooperate with Us in the conduct of the defense by helping Us
 - 1. to make settlement
 - 2. to enforce any right of contribution or indemnity against any person or organisation who may be liable to an insured person
 - 3. to attend hearings and trials
 - 4. to secure and give evidence and obtain the attendance of witnesses
- (viii) Notify the credit card, bank card or card issuing company in case of loss under credit card cover

4. Basis of Loss Settlement

If You make a claim under this Policy that We accept for payment, then the basis upon which We shall calculate the payment due to You and make payment shall be as follows:

- (a) In the event of a Total Loss of a covered item, We will pay You the Replacement cost of the item (or, if not readily available, then an item of equivalent but not better quality) , less salvage value but limited nevertheless to the Benefit Sum Insured or the limit as stated in the Schedule. In case property is not replaced or reinstated then We will pay the amount of damage after due allowance for wear and tear and depreciation but limited nevertheless to the Benefit Sum Insured or the limit as stated in the Schedule.
- (b) In the case of damage (partial loss) to a covered item:

If it is reasonably capable of repair, reinstatement, renewal or refurbishment then Our payment to You will reflect Your reasonable costs of restoring by such means the damaged item to its condition immediately prior to the event that gave rise to the claim under this Policy without any allowance for wear and tear and depreciation involving replacement of parts except those with limited life, less salvage value of replaced item/part but limited nevertheless to the Benefit Sum Insured or the limit as stated in the Schedule.
- (c) In case of Building full cost of repair or reinstatement as per following terms and conditions

In the event of the property insured under the Policy being destroyed or damaged, the basis upon which the amount payable under (each of the said items of) the Policy is to be calculated shall be cost of replacing or reinstating on the same site or any other site with property of the same kind or type but not superior to or more extensive than the insured property when new as on date of the loss, subject to the following Special Provisions and subject also to the terms and conditions of the Policy except in so far as the same may be varied hereby.

Special Provisions

The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable dispatch and in any case

must be completed within 12 months after the destruction or damage or within such further time as the Company may (during the said 12 months) in writing allow, otherwise no payment beyond the amount which would have been payable under the Policy if this memorandum had not been incorporated therein shall be made.

1. Until expenditure has been incurred by the Insured in replacing or reinstating the property destroyed damaged the Company shall not be liable for any payment in excess of the amount which would have been payable under the Policy if this memorandum had not been incorporated therein.

2. If at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the property covered had been destroyed, exceeds the Sum Insured thereon or at the commencement of any destruction or damage to such property by any of the perils insured against by the Policy, then the Insured shall be considered as being his own insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item of the Policy (if more than one) to which this memorandum applies shall be separately subject to the foregoing provision.

3. This Memorandum shall be without force or effect if

(a) the Insured fails to intimate to the Company within 6 months from the date of destruction or damage or such further time as the Company may in writing allow his intention to replace or reinstate the property destroyed or damaged.

(b) the Insured is unable or unwilling to replace or reinstate the property destroyed or damaged on the same or another site.

In case property is not replaced or reinstated then We will pay the amount of damage after due allowance for wear and tear and depreciation but limited nevertheless to the Benefit Sum Insured or the limit as stated in the Schedule.

(d) We will only pay You in India and in Indian Rupees subject to Your having established to Our reasonable satisfaction that the replacement, reinstatement, repair, renewal or refurbishment has been effected by You.

(e) We shall not make any payment for the cost of any enhancements, alterations, additions and/or improvements.

(f) We shall not make any payment for more than 20% of the Benefit Sum Insured of "Benefit: Fire" or "Benefit: Burglary & Theft" or "Benefit: Breakdown of domestic electrical and electronic appliances (if opted on first loss basis and item wise value not declared)" in respect of any one item unless specifically declared by You in Your Proposal and accepted by Us.

(g) If at the time of the happening of any event that gives rise to a claim under this Policy the Benefit Sum Insured in this Policy is less than 85% of the full value of the property, as provided for under General Condition 2, then the amount of any payment that We are obliged to make, shall be reduced by a sum equal to a rate able proportion of the loss or damage sustained. Under no circumstances will Our liability to make payment exceed the Benefit Sum Insured relating to the Benefit under which the claim has been preferred. Every item, if more than one, of the Policy shall be separately subject to this condition.

(h) If You have any other insurance(s) that would cover a claim under this Policy, or would cover that claim but for the existence of this Policy, then Our payment to You will

represent a rate able proportion of the claim.(Not applicable for Benefits: Personal Accident, Lost Wallet, Fraudulent Charges, Key replacement cover)

(i) Under no circumstances will Our liability to make payment exceed the Benefit Sum Insured under any particular Benefit per claim and in the aggregate.

5. Change in Circumstances

We have granted cover in reliance on the information that You have provided in Your proposal, which is the basis of this contract and shall be considered incorporated into it. Accordingly, You must notify Us, immediately, of any change in the information contained in Your proposal or any other material change in Your circumstances, including but not limited to, the following:

(a) Change of address.

(b) Structural alteration to Your Home.

(c) Expectation or knowledge that Your Home will be Unoccupied.

(d) Act of insolvency on Your part or that of Your Family.

(e) Any police caution for or charge in respect of any offence under, other than a driving offence.

This Policy will not respond to any claim unless prior written notice (duly acknowledged by Us) of any material change has been given to Us and You have paid Us any additional premium due, if any.

6. Fraud

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

7. Free Look Period

The Insured have a period of 15 days from the date of receipt of the Policy document to review the terms and conditions of this Policy. If there are any objections to any of the terms and conditions, Insured have the option of cancelling the Policy stating the reasons for cancellation and the premium paid would be refunded after adjusting the amounts spent on stamp duty charges and proportionate risk premium. Insured can cancel the Policy only if no claims have been made under the Policy. All the rights of Insured under this Policy will immediately stand extinguished on the free look cancellation of the Policy. Free look provision is not applicable and available at the time of renewal of the Policy.

8. Cancellation

The Company may cancel the policy by sending 15 days' notice by recorded delivery to the insured at insured's last known address on the grounds of misrepresentation, fraud, non-disclosure of material facts or non-cooperation. In such an event the Company will return a pro-rata portion of the premium for the unexpired part of the Insurance. The Policy may also be cancelled by you by giving 7 days' notice in writing to the Company, in which event the Company will retain premium at short-period scale as per the following table, provided there is no claim under the Policy during the period of Insurance. In case of any claim under the Policy no refund of premium shall be allowed

The Insured may also give a 15 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 scales. However, if insured has made any claim on this policy before the cancellation date then no refund of premium will be given.

9. Dispute Resolution

If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by You and Us jointly. If there is no agreement upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

10. Compliance with Terms and Conditions

Your and/or Your Family's and/or Your Domestic Staff's compliance with the terms and conditions of this Policy, in so far as these require anything to be done by You and/or by Them or complied with by You and/or Them, is a condition precedent to Our liability. In the event of any breach, We may repudiate any liability for Your claim.

11. Your Special Rights & Duties

You shall represent all persons insured under this Policy as to:

- The giving and receiving of any notice of cancellation.
- The receipt of any endorsements to this Policy.
- The payment of premium and receipt of return premium.
- The acceptance of any other notices or communications under or in respect of this Policy.

12. Valid Account

Your Payment card account must be valid and in good standing for coverage to apply. Benefits will not be paid if, on the date of occurrence, on the date of claim filing, or on the date of would-be claim payment, Your Payment card account is in delinquency, collection, or cancellation status.

13. Excess of Other Insurance Coverage (Applicable to benefits – Fraudulent charges, Lost wallet, Key replacement cover)

Cover ages provided by this Policy are EXCESS; this means that if, at the time of occurrence, You have other valid and collectible insurance - such as but not limited to homeowner's or renter's insurance – this Policy will only cover that amount not covered by such other insurance, up to the limits of the specific coverage. If the event is covered by more than one of the Policy coverages, We will only pay the amount from the coverage under which You first filed the claim.

14. This Policy does not cover

Any consequential loss or loss, destruction, damage or Bodily Injury due to:

- War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war rebellion, revolution insurrection mutiny, military, or usurped power, seizure, capture, arrests, restraints and detentions of all kings, princes and people of whatever nation, condition or quality what so ever;
- Ionising radiations contamination by radio activity from any nuclear fuel or from any nuclear waste from the combustion (including any self sustaining process of nuclear fission) of nuclear fuel;
- Nuclear weapons material;
- Wilful act by You, Your Family, Domestic Staff.
- "Fungi", Wet or Dry Rot, or Bacteria, meaning the presence, growth, proliferation, spread or any activity of "Fungi", wet or dry rot or bacteria. Whenever "Fungi", wet or dry rot, or bacteria occur, the Fungi, wet or dry rot, or bacteria and any

resulting loss is always excluded under this Policy, however caused. In addition, there is no coverage to test for, monitor, clean up, remove, remediate, contain, treat, de-toxify, neutralize, or in any way respond to, or assess the effects of, "Fungi", wet or dry rot, or bacteria."

6. Consequential loss

Consequential loss of any kind or description.

7. Existing damage

Any loss, damage, accident, injury occurring before cover commences under the Policy.

8. Terrorism:

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

15 RENEWAL NOTICE

The Policy may be renewed with our consent. The benefits under the policy or/and the terms and conditions of the policy, including premium rate may be subject to change. We, however, are not bound to give notice that it is due for renewal. Unless renewed as herein provided, this Policy shall terminate at the expiration of the period for which premium has been paid / received. No renewal receipt shall be valid unless it is on the printed form of the Company and signed by an authorized official of the Company.

Benefit: Fire and Special Perils

What We will Cover

We will pay you for the loss or damage to the Building and Contents described in the Schedule by the perils specified herein below unless an exclusion applies.

I. Fire

Excluding destruction or damage caused to the property insured by

- (i) its own fermentation, natural heating or spontaneous combustion.
- (ii) its undergoing any heating or drying process.
- burning of property insured by order of any Public Authority.

II. Lightning

III. Explosion/Implosion

(Excluding loss, destruction or damage)

- to the boilers (other than domestic boilers), economizers or other vessels, machinery or apparatus (in which steam is

generated) or their Contents resulting from their own explosion/implosion,

- (b) caused by centrifugal forces.

IV. Aircraft Damage

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

V. Riot, Strike and Malicious Damage

Loss of or visible physical damage or destruction by external violent means directly caused to the property insured but excluding those caused by:

- (a) Total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.
- (b) Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted authority.
- (c) Permanent or temporary dispossession of any Building or plant or unit or machinery resulting from the unlawful occupation by any person of such Building or plant or unit of machinery or prevention of access to the same.
- (d) Burglary, housebreaking, Theft, Larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any malicious act.

If the company alleges that the loss/damage is not caused by any malicious act, the burden of proving the contrary shall be upon the insured.

Terrorism Damage Exclusion Warranty:

This Policy excludes loss, damage, cost or 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.

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

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

VII Impact Damage

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

- (a) the insured or any occupier of the premises or

- (b) their employees while acting in the course of their employment.

VIII. Subsidence and Landslide including Rock slide

Loss, destruction or damage directly caused by Subsidence of part of the site on which the property stands or Land slide/Rock slide excluding:

- (a) the 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
- (e) demolition, construction, structural alterations or repair of any property or ground works or excavations.

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

X Missile Testing operations

XI Leakage from Automatic Sprinkler Installations

Excluding loss, destruction or damage caused by:

- (a) Repairs or alterations to the Buildings or premises
- (b) Repairs, Removal or Extension of the Sprinkler Installation
- (c) Defects in construction known to the Insured.

XII Bush Fire

Excluding loss, destruction or damage caused by Forest Fire.

XIII Earthquake (Fire & Shock)

Loss or damage (including loss or damage by fire) to any of the property insured by this Policy occasioned by or through or in consequence of earthquake including flood or overflow of the sea, lakes, reservoirs and rivers and/or Landslide / Rockslide resulting there from.

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

Onus of proof

In the event of the Insured making any claim for loss or damage under this Policy he must (if so required by the Company) prove that the loss or damage was occasioned by or through or in consequence of earthquake.

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

What We Will not Cover

This Policy does not cover

1. First Rs.250/- in respect of each and every claim.
2. Loss, destruction or damage caused by war, invasion, act of foreign enemy hostilities or war like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
3. Loss, destruction or damage directly or indirectly caused to the property insured by

- (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (b) the radioactive toxic, explosives or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
4. Loss, destruction or damage caused to the insured property by pollution or contamination excluding
 - (a) pollution or contamination which itself results from a peril hereby insured against.
 - (b) any peril hereby insured against which itself results from pollution or contamination
 5. Loss, destruction or damage to bullion or unset precious stones, curios or works of art for an amount exceeding Rs. 10000/-, manuscripts, plans, drawings, securities, obligations or documents of any kind, stamps, coins or paper money, Cheques, books of accounts or other business books, computer systems records, explosives unless otherwise expressly stated in the Policy.
 6. Loss, destruction or damage to any electrical machine, apparatus, fixture or fitting arising from or occasioned by over- running, excessive pressure, short circuiting, arcing, self- heating, or leakage of electricity, from whatever cause (lightning included) provided that this exclusion shall apply only to the particular electrical machine, apparatus, fixture or fitting so affected and not to other machines, apparatus, fixtures or fittings which may be destroyed or damaged by fire so set up.
 7. Expenses necessarily incurred on (i) Architects, Surveyors and Consulting Engineer's Fees and (ii) Debris Removal necessarily incurred by the Insured following a loss, destruction or damage to the Property insured by an insured peril in excess of 3% and 1% of the claim amount respectively.
 8. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
 9. Loss by Theft during or after occurrence of any insured peril except a provided under Riot, Strike and Malicious Damage cover.
 10. Any Loss or damage occasioned by or through or in consequence directly or indirectly due to volcanic eruption or other convulsions of nature.
 11. Loss or damage to property insured if removed to any Building or place other than in which it is herein stated to be insured, except machinery and equipment temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding 60 days.

GENERAL CONDITIONS

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

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

Notwithstanding the above, the Company subject to an express notice being given as soon as possible but not later than seven days of any such fall or displacement may agree to continue the insurance subject to revised rates, terms and conditions as may be decided by it and confirmed in writing to this effect.
3. Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the Insured, before

the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the Policy by or on behalf of the Company: -

- (a) If the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the Building insured or containing the insured property be changed in such a way as to increase the risk of loss or damage by Insured Perils.
 - (b) If the interest in the property passes from the insured otherwise than by will or operation of law.
4. This insurance does not cover any loss or damage to property which, at the time of the happening of such loss or damage, is insured by or would, but for the existence of this Policy, be insured by any marine Policy or policies except in respect of any excess beyond the amount which would have been payable under the marine Policy or policies had this insurance not been effected.
 5. This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the premium at customary Short period rate for the time the Policy has been in force. This insurance may also at any time be terminated at the option of the Company, on 15 days' notice to that effect being given to the Insured, in which case the Company shall be liable to repay on demand a rate able proportion of the premium for the unexpired term from the date of the cancellation.
 6. (i) On the happening of any loss or damage the Insured shall forthwith give notice thereof to the Company and shall within 15 days after the loss or damage, or such further time as the Company may in writing allow in that behalf, deliver to the Company
 - (a) A claim in writing for the loss or damage containing as particular an account as may be reasonably practicable of all the several articles or items or property damaged or destroyed, and of the amount of the loss or damage thereto respectively, having regard to their value at the time of the loss or damage not including profit of any kind.
 - (b) Particulars of all other insurances, if any

The Insured shall also at all times at his own expense produce, procure and give to the Company all such further particulars, plans, specification books, vouchers, invoices, duplicates or copies thereof, documents, investigation reports (internal/external), proofs and information with respect to the claim and the origin and cause of the fire and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of the liability of the Company as may be reasonably required by or on behalf of the Company together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

No claim under this Policy shall be payable unless the terms of this Conditions have been complied with.

- (ii) In no case whatsoever shall the Company be liable for any loss or damage after the expiration of 12 months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration; it being expressly agreed and declared that if the Company shall disclaim liability for any claim hereunder and such claim shall not within 12 calendar months from the date of the disclaimer have been made the subject matter of a suit in a court of law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
7. On the happening of loss or damage to any of the property insured by this Policy, the Company may

- (a) enter and take and keep possession of the building or premises where the loss or damage has happened.
- (b) take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage.
- (c) keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same.
- (d) sell any such property or dispose of the same for account of whom it may concern.

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

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

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

8. If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under the Policy or if the loss or damage be occasioned by the willful act, or with the connivance of the Insured, all benefits under this Policy shall be forfeited.
9. If the Company at its option, reinstate or replace the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or join with any other Company or Insurer(s) in so doing, the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage not more than the Sum Insured by the Company thereon. If the Company so elect to reinstate or replace any property the Insured shall at his own expense furnish the Company with such plans, specifications, measurements, quantities and such other particulars as the Company may require, and no acts done, or caused to be done, by the Company with a view to reinstatement or replacement shall be deemed an election by the Company to reinstate or replace.

If in any case the Company shall be unable to reinstate or repair the property hereby insured, because of any municipal or other regulations in force affecting the alignment of streets or the construction of buildings or otherwise, the Company shall, in every such case, only be liable to pay such sum as would be requisite to reinstate or repair such property if the same could lawfully be reinstated to its former condition.
10. If the property hereby insured shall at the breaking out of any fire or at the commencement of any destruction of or damage to the property by any other peril hereby insured against be collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a rate able proportion of the loss accordingly. Every item, if more than one, of the Policy shall be separately subject to this condition.
11. If at the time of any loss or damage happening to any property hereby insured there be any other subsisting insurance or insurances, whether effected by the Insured or by any other person or persons covering the same property, this Company

shall not be liable to pay or contribute more than its rate able proportion of such loss or damage.

12. The Insured shall at the expense of the Company do and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated, upon its paying for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the Company.
13. If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

It is clearly agreed and understood that no 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.

14. Every notice and other communication to the Company required by these conditions must be written or printed.
15. At all times during the Period of Insurance of this Policy the insurance cover will be maintained to the full extent of the respective Sum Insured in consideration of which upon the settlement of any loss under this Policy, pro-rata premium for the unexpired period from the date of such loss to the expiry of Period of Insurance for the amount of such loss shall be payable by the insured to the Company.

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

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

Optional Endorsements:

1. Additional expenses of rent for an alternative accommodation

In the event of the premises described in the Policy and occupied by the insured, hereinafter referred to as 'PREMISES' being destroyed or damaged by any Insured Peril as to become unfit for occupation and the insured in consequence taking up alternative accommodation, the Company shall, subject to special conditions set out herein, indemnify the insured against the additional rent (as explained herein) which the insured is called upon to bear for the period beginning from the date of operation of any of the Insured Perils until the 'PREMISES' is rendered fit for occupation

such period not exceeding such reasonable time as is required to restore the premises with due diligence to a condition fit for occupation or the maximum indemnity period of months whichever is earlier.

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

Provided further, that if the sum produced by applying the monthly additional rent, borne by the insured for the alternative accommodation to the maximum indemnity period is more than the Sum Insured hereby, the liability of the Company shall be proportionately reduced.

Special Conditions:

1. This insurance shall apply subject to the condition that the PREMISES occupied by the insured, whether as owner or tenant, forms part of a building not being "Kutchha" Construction.
2. If the area of alternative accommodation taken by the insured is more than the area of the PREMISES occupied by the insured, the additional rent borne by the insured for the purpose of this insurance shall be deemed to be that proportion of the additional rent actually borne by the insured as the area of the PREMISES which was in the insured's occupation bears to the area of the alternative accommodation taken by the insured. The insured shall be at liberty to take alternative accommodation in any locality so long as it is within the Municipal limit of the city or town in which the PREMISES is situated.

Explanation:

1. Additional Rent:

If the insured is the Owner-Occupant, the additional rent borne by him is arrived at after deducting the standard rent of the premises from the actual rent paid for the alternative accommodation. The standard rent shall be based on the ratable values fixed by the Municipal/Revenue authorities for tax purposes.

If the insured is a tenant only and for safeguarding his legal tenancy rights is obliged to pay rent for the premises even during the period when it is not fit for occupation, the additional rent borne by him is the actual rent for the alternative accommodation.

If the insured is a tenant and is not obliged to pay rent for the premises during the period when it is not fit for occupation, the additional rent borne by him is the actual rent paid for alternative accommodation taken less the rent which he was paying for the premises immediately prior to the same being damaged or destroyed by Insured Perils and rendered unfit for occupation

2. Loss of Rent

"The insurance on rent applies only if (any of) the said Building(s) or any part thereof is unfit for occupation in consequence of its destruction or damage by the perils insured against and then the amount payable shall not exceed such portion of the Sum Insured on Rent as the period necessary for reinstatement bears to the term of the Rent Insured".

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

It is permissible to cover cost necessarily incurred by an insured in the removal of debris from the premises of the insured, dismantling, demolishing, shoring up or propping of Insured property following destruction or damage by Insured Peril by incorporating the following clause:

"On costs and expenses necessarily incurred by the insured

- (a) In the removal of debris from the premises of the Insured;
- (b) dismantling or demolishing;
- (c) shoring up or propping;

of the portion or portions of the property insured by (Items..... of) this Policy destroyed or damaged by perils

hereby insured against but not exceeding in the aggregate Rs."

4. Architects, Surveyors and Consulting Engineers Fees (in excess of 3% of the claim amount)

"It is hereby declared and understood that the expenses incurred towards Architects, Surveyors and Consulting Engineers fees for plans, specification tenders, quantities and services in connection with the superintendence of the reinstatement for the Building, Machinery, Accessories and equipment insured under this Policy upto 7.5% of the adjusted loss is covered, but it is understood that this does not include any cost in connection with the preparation of the Insured's claim or estimate of loss in the event of damage by insured perils".

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

"In consideration of an additional premium of as shown in Schedule, it is hereby agreed and declared that the Policy is extended to cover loss and/or damage caused due to impact by direct contact to Insured's property caused by Insured's own Rail/Road Vehicles, Forklifts, cranes, stackers and the like and articles dropped there from.

Standard Clauses:

AGREED BANK CLAUSE

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

"It is hereby declared and agreed:-

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

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

- iii. That if and whenever any notice shall be required to be given or other communication shall be required to be made by the Company to the insured or any of them in any manner arising under or in connection with this Policy such notice or other communication shall be deemed to have been sufficiently given or made if given or made to the Bank.
- iv. That any adjustment, settlement, compromise or reference to arbitration in connection with any dispute between the Company and the insured or any of them arising under or in connection with this Policy if made by the Bank shall be valid and binding on all parties insured hereunder but not so as to impair rights of the Bank to recover the full amount of any claim it may have on other parties insured hereunder.
- v. That this insurance so far only as it relates to the interest of the Bank therein shall not cease to attach to any of the insured property by reason of operation of condition 3 of the Policy except where a breach of the condition has been committed by the Bank or its duly authorised agents or servants and this insurance shall not be invalidated by any act or omission on the part of any other party insured hereunder whereby the risk is increased or by anything being done to upon or any Building hereby insured or any Building in which the goods insured under the Policy are stored without the knowledge of the Bank provided always that the Bank shall notify the Company of any change of ownership or alterations or increase of hazards not permitted by this insurance as soon as the same shall come to its knowledge and shall on

demand pay to the Company necessary additional premium from the time when such increase of risks first took place and

- vi. It is further agreed that whenever the Company shall pay the Bank any sum in respect of loss or damage under this Policy and shall claim that as to the Mortgagor or owner no liability therefore existed, the Company shall become legally subrogated to all the rights of the Bank to the extent of such payments but not so as to impair the right of the Bank to recover the full amount of any claim it may have on such Mortgagor or Owner or any other party or parties insured hereunder or from any securities or funds available.

LOCAL AUTHORITIES CLAUSE:

Reinstatement Value Policy may be extended to cover additional cost of reinstatement solely by reason of the necessity to comply with the regulations of local authority by incorporating the following clause in the Policy.

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

- (1) The amount recoverable under this extension shall not include :
 - (a) the cost incurred in complying with any of the aforesaid Regulations or Bye-laws,
 - (i) in respect of destruction or damage occurring prior to the granting of this extension,
 - (ii) in respect of destruction or damage not insured by the Policy,
 - (iii) under which notice has been served upon the insured prior to the happening of the destruction of damage,
 - (iv) in respect of undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from the insurance by this Policy) of that portion of the property destroyed or damaged,
 - (b) the additional cost that would have been required to make good the property damaged or destroyed to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations of Bye-laws not arisen,
 - (c) the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid Regulations or Bye-laws.
- (2) The work of reinstatement must be commenced and carried out with reasonable dispatch and in any case must be completed within twelve months after the destruction or damage or within such further time as the Insurers may (during the said twelve months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid Regulations or Bye-laws so necessitate) subject to the liability of the Insurer under this extension not being thereby increased.
- (3) If the liability of the insurer under (any item of) the Policy apart from this extension shall be reduced by the application of any of the terms and conditions of the Policy then the liability of the Insurers under this extension (in respect of any such item) shall be reduced in like proportion.
- (4) The total amount recoverable under any item of the Policy shall not exceed the Sum Insured thereby.
- (5) All the conditions of the Policy except in so far as they may be hereby expressly varied shall apply as if they had been incorporated herein."

- (6) No additional premium shall be charged for inclusion of this clause in this Policy.

ESCALATION CLAUSE

"In consideration of the payment of an additional premium amounting to 50% of the premium produced by applying the specified percentage to the first or the annual premium as appropriate on the under noted items(s) the Sum(s) Insured thereby shall, during the Period of Insurance, be increased each day by an amount representing 1/365th of the specified percentage increase per annum.

Item Number	Specified percentage increase per annum
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Unless specifically agreed to the contrary the provisions of this clause shall only apply to the sums insured in force at the commencement of each Period of Insurance.

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

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

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

First Loss cover for Contents:

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

General Condition 4) g) shall not apply to this benefit and "Condition of partial average" as below shall apply.

Condition of partial average:

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

It is further declared and agreed that in the event of the total value of contents at risk at the time of loss be greater by more than 15% of the total value declared for the purpose of this insurance and incorporated in the schedule, the insured shall be considered as being his own insurer, for the difference, and shall bear rate able share of the loss accordingly. Every item, if more than one, of the policy, shall be separately subject to this condition.

Subject otherwise to terms, conditions and exceptions of the policy.

Benefit: Public Liability

What We Will Cover

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

- a) Accidental death or Bodily Injury to any person other than You and/or Your Family or Your Domestic Staff, subject to the Benefit Sum Insured for any one Accident or series of Accidents arising from any one event or cause, and for all Accidents during any Period of Insurance, and
- b) Accidental damage to property of any person other than You or Your Family or Your Domestic Staff, subject to a limit of the Benefit Sum Insured for any one Accident or series of Accidents arising from any one event or cause, and for all Accidents during any Period of Insurance, and
- c) Claims payable by You to Your Domestic Staff under the Fatal Accidents Act 1855, Workmen's Compensation Act 1923 or any

amendment thereto or common law subject to the Benefit Sum Insured.

What We Will Not Cover

We will not make any payment under this Benefit:

- (a) for Accidental death, Bodily Injury or property damage arising out of or incidental to:
 - i. Your occupation or business, trade or employment, or
 - ii. any structural alterations, additions, repairs or decorations to Your Home or
 - iii. any liability voluntarily assumed by You unless such liability would have attached to You notwithstanding such voluntary assumption, or
 - iv. Your and/or Your Family's ownership, possession, or custody of animals, Vehicles, airborne or water borne vessels or craft of any kind, or any mechanically propelled Vehicle other than gardening equipment and wheelchairs, or
 - v. the transmission of any communicable disease or virus.
- (b) for Accidental death, Bodily Injury or Property damage Caused by, arising out of, aggravated by or resulting from "Fungi", wet or dry rot, or bacteria. This exclusion includes any liability imposed on the insured by any person and / or any government authority for any loss or damage caused by, arising out of, aggravated by or resulting from "Fungi", wet or dry rot, or bacteria."

Benefit : Burglary & Theft

What We Will Cover

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

- (a) Your Home subject to a maximum payment of 10% of the Benefit Sum Insured or Rs.5,000/- whichever is less, and/or
- (b) the Contents of Your Home up to the Benefit Sum Insured, and/or
- (c) Newly purchased Contents i.e. purchased after commencement of Policy, subject to maximum payment of 10% of the Benefit Sum Insured or Rs. 50,000, whichever is less, duly supported by original purchase invoice/bill, and/or
- (d) Contents that You have placed in safe custody during Your temporary absence from Your Home as long as the placement of such Contents does not exceed a total of 120 days in any one Period of Insurance, subject to a maximum payment of 10% of the Benefit Sum Insured or Rs.10,000/- whichever is less, and/or,
- (e) Contents that have been removed to private residential accommodation (not being Your Home) that is being occupied by You and/or Your Family for a period not exceeding 30 consecutive days in any one Period of Insurance, subject to a maximum payment of 10% of the Benefit Sum Insured or Rs.10, 000/- whichever is less, and/or.
- (f) Personal Money not exceeding 1% of Benefit Sum Insured or Rs.10,000 whichever is less.

What We Will Not Cover

We will not make payment to You under this Benefit:

- (a) If the loss or damage occurs while Your Home is Unoccupied unless informed to the Company at the time of applying for insurance or prior to Home being Unoccupied signified by an endorsement on the Policy by or on behalf of the Company
- (b) If You and/or Your Family and/or Your Domestic Staff are directly and / or indirectly in any way involved in or concerned with the actual or attempted Burglary, Theft and Larceny

- (c) In respect of any Kutcha Construction.
- (d) For any loss or damage to livestock, motor Vehicles, pedal cycles, Personal Money, securities for money, stamp, bullion, deeds, bonds, bills of exchange, promissory notes, stock or share certificates, business books, manuscripts, documents of any kind, unset precious stones, Jewellery, Valuables, ATM or credit cards (unless previously specifically declared to and accepted by Us and / or as provided in the Policy Schedule).
- (e) For the first Rs 250 of each and every claim under this Benefit excluding claim for Personal Money, Jewellery and Valuables. In case of claim for Personal Money, Jewellery and V a l u a b l e s first Rs. 1000.
- (f) Under and for any interest in the property insured which has come into existence subsequent to this Policy having come into effect in excess of what is provided under item "c" of "What We will cover".
- (g) For loss or damage to Personal Money, Jewellery and valuables due to Larceny.
- (h) For any loss or damage caused by use of the key to the insured premises or any duplicate thereof belonging to the Insured, unless such key has been obtained by assault or violence or any threat thereof.

Special provision: Newly purchased Contents as mentioned in Para "c" of "What We will Cover" will also be covered under Benefit – "Fire and Special perils".

Additional benefits:

1. Reproduction cost of Documents, Deeds:

We will reimburse the cost of reproducing documents, deeds such as passport, driving license, title deeds, plans or any other personal identification documents up to Rs. 10,000 during Period of Insurance which are damaged or lost due to Accident or misfortune including any other related out of pocket expenses supported by bills.

2. Property of domestic employees and guests:

We will pay up to Rs. 25,000 during Period of insurance to cover the personal belongings of Your Domestic Staff and guests while it is on the insured premises excluding Jewellery, Personal money or any other Valuable items damaged due to perils covered under Benefit: Fire and Special Perils and Benefit: Burglary and Theft.

First Loss basis:

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

General Condition 4) g) shall not apply to this Benefit.

Option II: (where total value of Contents is declared)

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

General Condition 4) g) shall not apply to this benefit and "Condition of partial average" as below shall apply.

Condition of partial average:

It is hereby declared and agreed that this Policy is issued as the First Loss

Insurance upto % of the insured's total value of Contents (100%) as limit in the schedule attached and forming part of the policy.

It is further declared and agreed that in the event of the total value of contents at risk at the time of loss be greater by more than 15% of the total value declared for the purpose of this insurance and incorporated in the schedule, the insured shall be considered as being his own insurer, for the difference, and shall bear rate able share of the loss

accordingly. Every item, if more than one, of the policy, shall be separately subject to this condition.

Subject otherwise to terms, conditions and exceptions of the policy.

Benefit : Pedal Cycles

What We Will Cover

- (a) Pay You for loss or damage caused to pedal cycles belonging to You or Your Family by fire, lightning, external explosion, riot, strike, malicious act, attempted or actual Burglary or Theft, and Accidental external means.
- (b) Indemnify You if a pedal cycle belonging to You or Your Family causes:
 - i. Accidental death or Bodily Injury to another, and/or
 - ii. damage to the property of another against litigation expenses and any amount in compensation that You may become legally liable to pay to another, subject to a maximum payment of Rs.10,000/- for any one Period of Insurance.

What We Will Not Cover

We will not make payment to You under this Benefit for:

- (a) Any Accident, death, Bodily Injury loss or damage caused whilst the pedal cycle is being used for hire or reward, racing or pace making, or outside India.
- (b) Any Accident, death, Bodily Injury loss or damage caused by overloading, strain or mechanical breakdown.
- (c) The Burglary or Theft of any accessories affixed to the pedal cycle.
- (d) Litigation costs incurred without Our prior written consent.
- (e) The Accidental death of or Bodily Injury sustained by You, Your Family, Your Domestic Staff, any person being conveyed or travelling on the pedal cycle and any loss or damage to any property belonging to another and being conveyed on the pedal cycle.
- (f) The first Rs.100/- of each and every claim under this Benefit.

Benefit : Plate Glass

What We Will Cover

We will indemnify You against Accidental loss or damage to securely fixed plate glass situated in Your Home.

What We Will Not Cover

We will not make any payment under this Benefit for loss or damage:

- (a) occurring during the course of removal, alteration or repairs on or about Your Home ;
- (b) unaccompanied by breakage to glass;
- (c) to frames or framework of any description, unless specifically declared to and accepted by Us;
- (d) caused by the disfiguration or scratching of glass, other than a fracture extending through the entire thickness of the glass;
- (e) to embossed, silvered, lettered, ornamental, curved or any other glass whatsoever, other than glass which is plain and of ordinary glazing quality, unless specifically declared to and accepted by Us;
- (f) consequent to the loss or damage of Plate Glass including injury arising from breakage of glass or during replacement thereof;

Benefit : Baggage

What We Will Cover

We will indemnify You

- (a) for the Theft or Accidental loss, damage or destruction anywhere in the world of personal baggage accompanying and belonging to You and/or Your Family on a trip undertaken outside of the municipal limits of the village, town, or city, in which You and/or Your Family ordinarily reside.

- (b) for expenses incurred by You, whilst You and/or Your Family is on a personal trip, for contingency purchases occasioned by a) above subject to maximum of 25% of Benefit Sum Insured under this Benefit.

What We Will Not Cover

We will not make payment to You under this Benefit:

- (a) For loss, damage or destruction:
 - (i) due to cracking, scratching or breakage of lens or glass whether part of any equipment or otherwise to any item of a fragile or brittle nature (whether part of the item lost, damaged or destroyed or otherwise) unless the loss, damage or destruction is caused by an Accident involving the mode of transport of such item;
 - (ii) to any item of a perishable and/or consumable nature;
 - (iii) to any item being conveyed by any carrier under a contract of affreightment;
 - (iv) to any loose item (including clothing) being worn or carried about during the trip;
 - (v) of any electrical item caused by misuse, use other than in accordance with the manufacturer's recommendation, defect, excessive pressure, short circuiting, arcing or by the effects of electricity from whatever cause (including lightning);
 - (vi) of any money, securities, stamps, business books or documents, Jewellery, watches, furs, precious metals, precious stones, gold or silver ornaments, travel tickets, Cheques and bank drafts;
 - (vii) to personal baggage that is not within the care, custody or control of You and/or Your Family;
 - (viii) to personal baggage caused by rat, fungus, insects or vermin
 - (ix) caused by or arising from the leakage, spilling or explosion of liquids, oils or similar materials, or articles of a dangerous or damaging nature.
- (b) For the loss of personal baggage from a car unless such loss occurred by violent and visible means from an enclosed saloon car that had its windows closed and locked and other security devices, if any, properly applied.
- (c) For more than the sole value of an item comprising part of a pair or set, without reference to any special value which such item may have had as a part of such pair or set and not more than a proportionate part of the value of the pair or set.
- (d) The first Rs. 250 of each and every claim under this Benefit.

Benefit: Breakdown of Domestic Electrical and Electronic Appliances

What We will cover

We will indemnify You

- 1) against repair costs (both parts and labour) occasioned by the unforeseen and sudden mechanical and/or electrical breakdown of Your domestic electrical and electronic appliances specified in the Schedule whilst contained or fixed in Your Home.
- 2) against Loss or damage by accidental external means to Audio and Audio visual appliances as mentioned in the Schedule whilst contained or fixed in Your Home.

What We will not cover

We will not make any payment under this Section in respect of:

- (a) the cost of repair associated with any malfunction for which the manufacturer or supplier of the domestic appliances is responsible;

- (b) the cost of repair associated with an item for which cover is available under any other operative section of this Policy;
- (c) the cost of repair associated with breakdown occasioned by natural Wear and tear;
- (d) the cost of repair associated with any appliances that has been modified in any manner or is used for Business or Business Purposes;
- (e) the cost of repair associated with loss or damage caused by or in the process of erection, cleaning, maintenance, repair, dismantling;
- (f) loss or damage caused by atmospheric or climatic changes, moths, insects, and vermin;
- (g) the cost of repair associated with the detention, seizure or confiscation by Public Authorities of Your domestic appliances;
- (h) the cost of repair associated with the misuse of or use other than in accordance with manufacturer's recommendation of Your domestic appliances;
- (i) the cost of repair associated with defects in wiring or electrical connections that are not an integral part of Your domestic appliances;
- (j) any amount exceeding the Benefit Sum Insured for each and every claim and for all claims.
- (k) the first 1% of Benefit Sum Insured or Rs. 500, whichever is greater of each and every claim.
- (l) loss or damage to records, discs, cassettes or tapes;

Special Conditions Applicable to this Section in Addition to the General Conditions wherever applicable

- (a) If the part required for the repair or replacement of the domestic electrical and electronic appliances is not readily available in India, We may, in Our sole and absolute discretion, instead pay either:
 - (i) the price for the part quoted in the latest catalogue or price list issued by the manufacturer or his agent in India, or
 - (ii) if no such catalogue or price list exists, the price for such part quoted by the manufacturer in its country of origin plus the relevant import duty, and, in either case, the reasonable cost of fitting such part, not exceeding the Benefit Sum Insured
- (b) In the case of a Total Loss, if damaged item is not replaced, Our payment to You will be reduced by depreciation calculated at 10% per annum from the date of manufacture, subject to maximum depreciation of 50% of the Replacement Cost not exceeding Benefit Sum Insured.

First Loss basis:

Option I: (when item wise and total value of equipments is not declared)

General Condition 4) g) shall not apply to this Benefit.

Option II: (when item wise and total value of equipments is declared)

In the event of coverage being opted on first loss basis, first loss limit (expressed as % of total value of equipments declared), will be as specified in the Schedule and shall be deemed as Benefit Sum Insured.

General Condition 4) g) shall not apply to this benefit and "Condition of partial average" as below shall apply.

Condition of partial average:

It is hereby declared and agreed that this Policy is issued as the First Loss Insurance upto % of the insured's total value of equipments (100%) as limit in the schedule attached and forming part of the policy.

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

Subject otherwise to terms, conditions and exceptions of the policy.

Benefit : Marine Transit

What We Will Cover

We will cover loss of or damage to the "Personal belongings" excluding Personal Money, Jewellery and Valuables that are insured under "Benefit: Burglary & Theft" during transit from Your current Home to Your new Home caused by Accident to the Public carrier (as defined under Motor Vehicles Act) or Rail under contract of affreightment (Not required for transit within 50 Km of Your current Home, unless claim is being made for non-delivery of entire consignment) caused by:

- Fire,
- Lightning,
- Breakage of bridges,
- Collision/ overturning/ derailment of the carrying Vehicle. Non-delivery of the entire consignment Loading/unloading

Subject to a maximum of the Benefit Sum Insured and subject to the following conditions:

- The cover operates whilst Your personal belongings are in transit on relocation from Your current Home and the transit terminates at the time the personal belongings reaches the new Home including customary transshipment, if any.
- Your personal belongings are held covered at Your new Home under Benefit: "Fire and Special Perils" and Benefit: "Burglary & Theft" for a period of 10 days from the time Public carrier reaches the new Home.
- Prior notice of the transit of the personal belongings should be given to the company citing details of Mode of conveyance, Goods Receipt No. / Railway Receipt No. e.t.c. prior to commencement of journey for distance beyond 50 km of Your current Home.

What We Will Not Cover

- (i) The first of Rs.1000/- for each and every claim.
- (ii) Goods which are transported without customary packing
- (iii) to any item of a fragile or brittle nature (whether part of the item lost, damaged or destroyed or otherwise) unless the loss, damage or destruction is caused by an Accident involving the mode of transport of such item.
- iv) Personal belongings at Your new Home unless intimated to Us within 10 days of Public Carrier reaching the new Home failing which cover will cease on expiry of 10th day.
- (v) Non-delivery of the entire consignment unless contract of affreightment is submitted.

Benefit : Personal Accident

What We Will Cover

We will pay You or Your assigns the sums set out below if You and/or members of Your Family, all aged between 12 and 70 years on the happening of the insured event, sustain Bodily Injury anywhere in the world solely and directly caused by Accident:

1. If such Bodily Injury is the sole and direct cause of death within 12 calendar months of the Bodily Injury, the Benefit Sum Insured per person.
2. If such Bodily Injury causes disablement and is, within 12 calendar months of the Bodily Injury, the sole and direct cause of the total and irrevocable loss of:

- (a) the sight of both eyes, or the Physical Separation of 2 entire hands or 2 entire feet, or 1 entire hand and 1 entire foot, or the loss of sight of 1 eye and Physical Separation of 1 entire hand or 1 entire foot, 125% of the Benefit Sum Insured per person;
 - (b) the use of 2 hands or 2 feet, or of 1 hand and 1 foot, or the loss of sight of 1 eye and 1 hand or 1 foot, 125% of the Benefit Sum Insured per person;
 - (c) the sight of 1 eye or of the Physical Separation of 1 entire hand, 50% of the Benefit Sum Insured per person;
 - (d) the use of 1 hand or 1 foot without Physical Separation, 50% of the Benefit Sum Insured per person;
3. If such Bodily Injury is the immediate sole and direct cause of the permanent and absolute inability to engage in any occupation or profession due to disability, 125% of the Benefit Sum Insured per person.
 4. If such Bodily Injury is, within 12 calendar months of the Bodily Injury, the sole and direct cause of the total and irrevocable loss of use of or of the actual loss by Physical Separation of the following, then the percentage of the Benefit Sum Insured per person detailed below:

SR. NO.	DETAILS	PERCENTAGE OF SECTION BENEFIT SUM INSURED
1.	LOSS OF TOES – ALL	20
	GREAT-BOTH PHALANGES	5
	GREAT-ONE PHALANX	2
	TOE LOST EACH	1
2.	LOSS OF HEARING- BOTH EARS	50
3.	LOSS OF HEARING- ONE EAR	15
4.	LOSS OF FOUR FINGERS AND THUMB OF ONE HAND	40
5.	LOSS OF FOUR FINGERS	35
6.	LOSS OF THUMB	
	- BOTH PHALANGES	25
	- ONE PHALANX	10
7.	LOSS OF INDEX FINGER	
	- THREE PHALANGES	10
	- TWO PHALANGES	8
	- ONE PHALANX	4
8.	LOSS OF MIDDLE FINGER	
	- THREE PHALANGES	6
	- TWO PHALANGES	4
	- ONE PHALANX	2
9.	LOSS OF RING FINGER	
	- THREE PHALANGES	5
	- TWO PHALANGES	4
	- ONE PHALANX	2
10.	LOSS OF LITTLE FINGER	
	- THREE PHALANGES	4
	- TWO PHALANGES	3
	- ONE PHALANX	2
11.	LOSS OF METACARPALS	
	- FIRST OR SECOND	3
	LOSS OF METACARPALS	
	- THIRD, FOURTH, FIFTH	2
12.	ANY OTHER PERMANENT PARTIAL DISMEMBERMENT	PERCENTAGE AS ASSESSED BY THE MEDICAL PRACTITIONER

5. If such Bodily Injury shall be the sole and direct cause of immediate Temporary Total Disablement, then so long as You and/or Your Family (excluding children) shall be totally

6. disabled from engaging in any employment or occupation of any description whatsoever, a sum at the rate of one percent (1%) of the Benefit Sum Insured, stated in the Schedule hereto, per week but in any case not exceeding Rs. 5,000 (Rs.2500 in case of non-earning spouse/parents) per week in all under all policies provided that the compensation payable shall not be payable for more than 100 weeks in respect of any one injury calculated from the date of commencement of disablement and in no case shall exceed the Benefit Sum Insured.
6. In the event of Your death or that of any other member of Your Family away from Your Home, We shall reimburse the expenses incurred in transporting Your mortal remains to Your Home, subject to a maximum of 2% of the Benefit Sum Insured per person or Rs.2, 000/-, whichever is less.
7. If We have accepted a claim under this Benefit and You and/or Your Family suffer an Accident causing Bodily Injury that requires Hospital attendance and that results in valid claim under the Policy, We will indemnify You for the Medical Expenses incurred by You and/or Your Family as an inpatient up to Rs. 15,000 for Medical Expenses incurred due to this Bodily Injury.
8. If You do not make a claim under this Benefit during this Period of Insurance, and You renew this Policy with Us within 30 days of its expiry, then We shall increase the Benefit Sum Insured per person for 1) 1, 1) 2 and 1) 3 by 5% per subsequent Period of Insurance until it stands 50% higher than the original Benefit Sum Insured per person.
9. If You and/or Your Family suffer an Accident causing Bodily Injury that requires Hospital attendance and We have accepted a claim under this Benefit, We will indemnify You up to Rs. 1000 for the reasonable cost of transporting You and/or Your Family to Hospital by an ambulance provided by any ambulance service provider using duly registered ambulances as specified under the Motor Vehicles Act. The ambulance services availed should be duly supported by a valid bill / receipt as an evidence of payment.

What We Will Not Cover

We will not make payment under this Benefit:

- (a) for more than one of the benefits listed at 1)2a) to 1)2d) inclusive in respect of the same Bodily Injury;
- (b) in respect of any death, disablement or Bodily Injury caused by, contributed to by, or howsoever arising from Your and/or Your Family's:
 - (i) use or misuse of any drugs, alcohol or solvents;
 - (ii) actual or attempted suicide, whether assisted or not;
 - (iii) intentionally self-inflicted injury;
 - (iv) engagement in dangerous activities;
 - (v) mounting into, dismounting from or travelling in any aircraft other than as a fare paying passenger on a scheduled flight;
 - (vi) sexually transmitted diseases;
 - (vii) insanity;
 - (viii) mental disorder or psychosomatic dysfunction;
 - (ix) commission of any actual or attempted illegal or unlawful act;
 - (x) pregnancy, aggravated or prolonged childbirth or in consequence thereof.
 - (xi) for temporary total disablement until the total amount shall have been ascertained and agreed.

- (c) the aggravation of any injury, sickness or disease for which medical care, treatment, or advice was recommended by or received from a physician or from which You and/or Your Family suffered or which was present before the commencement of the Period of Insurance.

Note: Physical Separation means as regards the hand actual separation at or above the wrists, and as regards the foot means actual separation at or above the ankle.

Special Conditions Applicable to this Benefit in Addition to the General Conditions

1. CLAIM PROCEDURE:

- (a) Notice of Claim/loss: Upon the happening of any event which may give rise to a claim under this policy the Insured shall forthwith give notice thereof to the Company. Unless reasonable cause is shown, the Insured should within seven days after the event which may give rise to a claim under the policy, give written notice to the Company with full particulars of the claims.
- (b) Time for Filing Claim forms and Evidence: Completed claim forms and written evidence of loss must be furnished to the Company within thirty (30) Days after the date of such loss. Failure to furnish such evidence within the time required shall not invalidate nor reduce any claim if the Insured can satisfy the Company that it was not reasonably possible to give proof within such time. The Company may accept claims where documents have been provided after a delayed interval only in special circumstances and for the reasons beyond the control of the insured.
- (c) Supporting Documentation & Examination: The Insured or someone claiming on behalf of the Insured shall provide the Company with all documentation, medical records and information which may be requested to establish the circumstances of the claim, its quantum or the Company liability for the claim within 30 days after the date of such loss. Such documentation will include but is not limited to the following:

Death Claims	Disability Claims
1. Claim form	1. Claim form
2. Original Death Certificate	2. Attending Doctor's Report
3. Original/ Attested Post Mortem Report, if conducted	3. Original Disability Certificate from the Doctor
4. Attested copy of FIR, Spot Panchanama & Police Inquest report, where applicable.	4. Complete medical records including Investigation/ Lab reports (X-Ray, MRI etc.)
5. Complete medical records including Death Summary, in case of hospitalization	5. FIR, Police report, where applicable
6. Any other document requested by the Company in view of claim	6. Any other document requested by the Company in view of claim
7. KYC Documents	7. KYC Documents

2. Time of Payment of Claim: Payment of claim shall be made if the claim has been admitted as payable by the Company under the Policy terms and conditions within 30 days of submission of all necessary documents / information and any other additional information required for the settlement of the claim All claims will be settled in accordance with the applicable regulatory guidelines, including IRDA (Protection of Policyholders Interests) Regulation,

2002. In case of any delay in payment as stated herein, the Company will pay Insured interest at the prevalent bank rate plus 2 % at the beginning of the financial year in which claim is settled. For the purpose of this clause, 'bank rate' shall mean the existing bank rate as notified by Reserve Bank of India, unless the extent regulation requires payment based on some other prescribed interest rate.

3. Proof satisfactory to the Company shall be furnished of all matters upon which a claim is based. Any medical or other agent of the Company shall be allowed to examine the insured person on the occasion of any alleged injury when and so often as the same may reasonably be required on behalf of the Company and in the event of death, to arrange for a post-mortem examination of the body of the insured and such evidence as the Company may from time to time require (including a post-mortem examination, if conducted) shall be furnished within the space of fourteen days after demand in writing, and in the event of claim in respect of loss of sight, the Insured shall undergo at the Company's expense such operation or treatment as the Company may reasonably deem desirable.
4. Renewal Conditions -While the entry age under this policy is from 12 Years to 70 Years, the Policy is ordinarily renewable for life unless the Insured Person has acted in an improper, dishonest or fraudulent manner or any misrepresentation under or in relation to this policy or renewal of the Policy poses a moral hazard.

A grace period of 30 days from the premium due date is allowed where the Insured can still pay the premium and continue the policy. Coverage would not be available for the period for which no premium has been received. Post 30 days from premium due date, if the premium is not paid, the policy will lapse i.e. there will be break in policy.

The Company, however, is not bound to give notice that the Policy is due for renewal. Unless renewed as herein provided, this Policy shall terminate at the expiration of the period for which the premium has been paid.

Insured may enhance the sum insured only at the time of renewal of the policy. However the quantum of increase shall be subject to underwriting guidelines of the company.

Any revision / modification in the product will be done with the approval of the Insurance Regulatory and Development Authority and will be intimated to the Insured at least 3 months in advance.

Renewal premium of the Insured for this policy will not change unless the Company has revised the premium and obtained due approval from Authority. Premium otherwise will only change if the Insured revises the Sum Insured or tenure of the policy.

The Company will not apply any additional loading on the Insured's policy premium at renewal based on the claim experience.

5. In the likelihood of this policy being withdrawn in future, the Company will intimate the Insured about the same 3 months prior to expiry of the policy. Insured will have the option to migrate to any Individual personal accident insurance policy available with the Company at the time of renewal.

Benefit : Expenses toward Temporary Re-Settlement Expenses

What We Will Cover

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

What We Will Not Cover

We will not make payment to You under this Benefit for:

- (a) loss or damage to Your Contents while being conveyed to or from the alternative accommodation;
- (b) Any charges that are not supported by proper bills/receipts/cash memos.
- (c) Any charges not incurred within 90 days of occurrence of valid claim under Benefit: Fire.

Benefit : Loss of Cash Whilst in Transit

What We Will Cover

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

What We Will Not Cover

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

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

Note: Single withdrawal limit will be 50% of the Benefit Sum Insured.

Benefit : Jewellery and Valuables

What we will cover

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

- (a) Your and/or Your Family's Jewellery and Valuables anywhere in world due to Accident and/or misfortune, based upon the actual Replacement Cost of such Jewellery and Valuables not exceeding Benefit Sum Insured.
- (b) Newly purchased Jewellery and Valuables i.e. purchased after commencement of the Policy subject to maximum payment of 10% of Benefit Sum Insured or Rs. 100,000 whichever is less duly supported by original purchase invoice/bill.

What We Will Not Cover

We will not make any payment under this Benefit for:

- (a) loss or damage due to the cracking, scratching or breakage of lens or glass, whether part of any equipment or otherwise, or to china marble, gramophone, records and other articles of a brittle or fragile nature unless such loss or damage arises from an Accident involving the mode by which such item is being conveyed
- (b) loss or damage caused by the mechanical derangement or over winding of watches and clocks
- (c) loss or damage due to Theft from a car unless such Theft occurred by violent and visible means from an enclosed Vehicle that had its windows closed and locks (and other security devices, if any) properly applied
- (d) loss or damage whilst the item is being conveyed by any carrier under a contract of affreightment

- (e) any loss or damage arising through delay, detention or confiscation by a Public Authority
- (f) loss or damage caused by rats, moth, insect, mildew, Fungi and vermin
- (g) loss or damage to any item used mainly for Business or Business Purposes
- (h) loss or damage occasioned to lottery or raffle tickets
- (i) for more than the sole value of an item comprising part of a pair or set without reference to any special value which such item may have had as a part of such pair or set, and not more than a proportionate part of the value of the pair or set
- (j) Unexplained or mysterious disappearance
- (k) damage whilst in the custody of any person other than You, Your Family or Bank (where You have kept Jewellery in locker)
- (l) damage attributable to any process of cleaning, washing, repairing or restoring
- (m) damage to musical instruments in respect of loss of tone and for replacement of strings, drums, skins, reeds.
- (n) the first 2% of the Benefit Sum Insured (subject to a minimum of Rs.1000/-) of each and every claim.

Special Conditions Applicable to this Benefit in Addition to the General Conditions wherever applicable.

General Condition 4) g shall not apply to this Benefit.

First Loss basis: (where item wise and total value of jewellery and valuables kept in Bank Locker declared)

In the event of coverage being opted on first loss basis, first loss limit(expressed as % of total value of Jewellery and Valuables in Bank Locker) will be specified in the Schedule and shall be deemed as Benefit Sum Insured.

Condition of partial average:

It is hereby declared and agreed that this Policy is issued as the First Loss Insurance upto % of the insured's total value of Jewellery and Valuables (100%) as limit in the Schedule attached and forming part of the Policy.

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

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

Benefit : Fraudulent Charges

What We Cover

If Your Payment card is Lost or Stolen, We will reimburse the unauthorized charges that You are responsible for on Your Lost or Stolen Payment card, up to 12 hours prior to Your first reporting the event to Your Payment card issuer(s).

What we will not Cover

We will not pay for any expenses or loss for:

1. Charges made on Your Lost or Stolen Payment card more than 12 hours prior to Your first reporting the event to Your Payment card issuer(s);
2. Charges made on Your Lost or Stolen Payment card after You first reported the event to Your Payment card issuer(s);
3. Charges made on Your Payment card if Your Payment card has not been lost or stolen;

4. Cash advances made with Your Lost or Stolen Payment card;
5. Charges incurred by a resident of Your household, or by a person entrusted with Your Payment card.

Coverage Conditions

1. We will only pay for unauthorized charges for which You are responsible under the terms and conditions of Your payment card.
2. You must report the loss or Theft of Your Payment card to the issuer(s) within 3 hours after discovering Your Lost or Stolen Payment card event.
3. You must comply with all terms and conditions by which Your Payment card is issued.

Duties After An Accident or Loss

In the event of a covered loss:

1. You shall call Us at 1800119966 or provide written intimation to make a claim and obtain the proper forms and instructions within 24 hours from discovering an unauthorized charge was made on Your Lost or stolen payment card;
2. You shall complete and return any documents including but not limited to claim forms, police reports, demands, notices, and any other documents We may ask You to provide;
3. The claims form and accompanying documents must be returned to Us within 3 days of making the original claim

Benefit : Lost Wallet

What We Cover

We will cover You for the following when Your wallet is Lost or stolen:

1. Replacement costs for the Lost or stolen wallet as well as the Personal Papers and Payment cards that were in the wallet;
2. Application fees for applying for new Personal papers and/or Payment cards.

What We will not cover:

1. Money, Cheque(s), Transportation tickets, or other similar items that were in the Lost or Stolen wallet other than Your Personal papers and Payment cards;
2. losses that are caused by any events other than Lost or Stolen, such as fire, water, normal wear and tear, manufacturing defects, vermin, insects, cleaning or repairs, or similar events;
3. Accidental damage to Your wallet and items inside;
4. any fraudulent/unauthorized charges on the Lost or Stolen Payment cards;
5. any Identity theft related costs that are caused by Lost or Stolen Personal papers or Payment cards.

Coverage Condition

You must provide an official police report that indicates the incident happened within the covered time frame in order for Us to pay the claim unless You are legally incapable of doing so.

Duties after an Accident or Loss

In the event of a covered loss:

1. You shall contact Us at 1800119966 or provide written intimation within 24 hours from the discovery of the incident to obtain a claim form and instructions;
2. You must file a police report within 6 hours from the discovery of the incident;
3. You shall complete, sign and return the form with the appropriate documents which include but are not limited to receipts, police reports, and any other documents We may ask You to provide;

4. The claims form and accompanying documents must be returned to Us within 3 days of making the original claim.

Benefit : Key Replacement

What We Cover

1. Key Replacement –We will reimburse You for the cost of replacing Your Home and/or Your Vehicle keys which are Lost or stolen. The covered cost is limited to the money You paid to a locksmith to produce a new key.
2. Break-in Protection– We will reimburse You for the cost of replacing Your locks and keys if Your Home or Your Vehicle is broken into. The covered costs include the labour cost for replacing the lock.
3. Lock Out Reimbursement –We will reimburse You for the cost of obtaining a locksmith if You are locked out of Your Home or Your Vehicle due to the loss or Theft of Your keys.
4. Rental Car Reimbursement – We will cover the reasonable cost of a rental car if Your Vehicle keys are Lost or stolen and it will take more than 24 hours to replace them;

What We will not pay for:

1. costs other than those listed in the “What We Cover” section;
2. costs associated with Lost or stolen keys for a Home other than Your primary Home;
3. The cost to replace keys to Vehicles that You do not own for personal use;

Coverage Conditions

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

Duties After An Accident or Loss

In the event of a covered loss:

1. You shall call Us at 1800119966 or provide written intimation within 24 hrs. of discovering the loss to make a claim and obtain the proper forms and instructions;
2. You shall file a police report within 24 hours of discovering a covered incident.
3. You shall fill out and return any claims forms and accompanying documents including police reports (where necessary), receipts for replacing locks and/or keys, and any other documents We may ask You to provide;
4. The claims form and accompanying documents must be returned to Us within 3 days of making the original claim.

Part G: Grievance Lodgement Stage

The Company is committed to extend the best possible services to its customers. However, if you are not satisfied with our services and wish to lodge a complaint, please feel free to contact us through below channels:

Call us 24X7 toll free helpline 1800 266 7780

Email us at customersupport@tataaig.com

Write to us at : Customer Support, Tata AIG General Insurance Company Limited

A-501 Building No. 4 IT Infinity Park, Dindoshi, Malad (E), Mumbai - 400097

Visit the Servicing Branch mentioned in the policy document

Nodal Officer

HomeSecure (Householders) Policy

UIN: IRDAN108P0002V03100001



WITH YOU ALWAYS

Please visit our website at www.tataaig.com to know the contact details of the Nodal Officer for your servicing branch.

After investigating the grievance internally and subsequent closure, we will send our response within a period of 10 days from the date of receipt of the complaint by the Company or its office in Mumbai. In case the resolution is likely to take longer time, we will inform you of the same through an interim reply.

Escalation Level 1

For lack of a response or if the resolution still does not meet your expectations, you can write to manager.customersupport@tataaig.com. After investigating the matter internally and subsequent closure, we will send our response within a period of 8 days from the date of receipt of your complaint.

Escalation Level 2

For lack of a response or if the resolution still does not meet your expectations, you can write to the Head-Customer Services at head.customerservices@tataaig.com. After examining the matter, we will send you our response within a period of 7 days from the date of receipt of your complaint. Within 30 days of lodging a complaint with us, if you do not get a satisfactory response from us and you wish to pursue other avenues for redressal of grievances, you may approach Insurance Ombudsman appointed by IRDA of India under the Insurance Ombudsman Scheme. Given below are details of the Insurance Ombudsman located at various centers.

INSURANCE OMBUDSMAN CENTRES

Office of the Ombudsman	Address and Contact Details	Jurisdiction of Office Union Territory, District
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest Park, Bhubaneswar - 751 009. Tel.: 0674 - 2596461/2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@eco.i.co.in	Orissa
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@eco.i.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh
CHENNAI	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@eco.i.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which, are part of Pondicherry).
AHMEDABAD	Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th Floor, Tilak Marg, Relief Road, Ahmedabad - 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@eco.i.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
BENGALURU	Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru - 560 078. Tel.: 080-26652048/26652049 Email: bimalokpal.bengaluru@eco.i.co.in	Karnataka
BHOPAL	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal - 462 003. Tel.: 0755 - 2769201/2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@eco.i.co.in	Madhya Pradesh, Chattisgarh
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@eco.i.co.in	Delhi
GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar Over Bridge, S.S. Road, Guwahati - 781001 (ASSAM). Tel.: 0361-2132204/2132205 Fax: 0361 - 2732937 Email: bimalokpal.guwahati@eco.i.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD	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@eco.i.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.

