

## HOUSE HOLDER'S INSURANCE POLICY POLICY WORDING

### **PREAMBLE**

WHEREAS the Insured named in the Schedule hereto has made to Universal Sampo General Insurance Company Limited, (hereinafter called 'Company') a written proposal by completing questionnaire, which together with any other statement made in writing by the Insured for the purpose of this Policy is deemed to be incorporated herein.

NOW THIS POLICY OF INSURANCE WITNESSETH that subject to and/or in consideration of the Insured having paid to the Company the premium mentioned in the Schedule and subject to the terms, exclusions, conditions and provisions contained herein or endorsed hereon the Company will indemnify the Insured in the manner and to the extent hereinafter provided.

The Company will indemnify the Insured for any loss directly caused by any insured event, as mentioned under the item "What We Cover" under each Section of this document, to the extent of loss suffered but not exceeding the Sum Insured and / or limit of liability for each of the Sections stated in the Schedule.

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

### **GENERAL DEFINITIONS (Applicable to all Sections of this Policy)**

**Special meaning of certain words:** Words stated in the table below have a special meaning throughout this Policy, the Policy Schedule and Endorsements.

These words with special meaning are stated in the Policy with the first letter in capitals.

<b>Word /s</b>	<b>Specific meaning</b>
<b>Accident</b>	Accident means a sudden, unintended fortuitous, visible and external event.
<b>Bank</b>	A bank or any financial institution

<b>Carpet Area</b>	<p>1. for the main building unit of Your Home, it is the net usable floor area, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but including the area covered by the internal partition walls of the residential unit;</p> <p>2. for any enclosed structure on the same site, it is the net usable floor area of such structure; and</p> <p>3. for any balcony, verandah area, terrace area, parking area, or any enclosed structure that is part of Your Home, it is 25% of its net usable floor area.</p>
<b>Commencement Date</b>	It is the date and time from which the insurance cover under this Policy begins. It is shown in the Policy Schedule.
<b>Cost of Construction</b>	<p>The amount required to construct Your Home Building at the Commencement Date.</p> <p>This amount is calculated as follows:</p> <p><b>a. For residential structure of Your Home including Fittings and Fixtures:</b></p> <p>Carpet Area of the structure in square metres X Rate of Cost of Construction at the Commencement Date. The Rate of Cost of Construction is the prevailing rate of cost of construction of Your Home Building at the Commencement Date as declared by You and accepted by Us and shown in the Policy schedule.</p> <p><b>b. For additional structures :</b> the amount that is based on the prevailing rate of Cost of Construction at the Commencement Date as declared by You and accepted by Us.</p>
<b>Endorsement</b>	A written amendment to the Policy that We make (additions, deletions, modifications, exclusions or conditions of an insurance Policy) which may change the terms or scope of the original policy.
<b>Excess/Deductible</b>	The amount stated in each section in the Schedule, which shall be borne by you first in respect of each and every claim made under this Policy. Our liability to make any payment under the Policy is in excess of the Excess/Deductible.
<b>Family</b>	Family means your spouse and dependant children if ordinarily residing with you.
<b>Home Contents</b>	Those articles or things in Your Home that are not permanently attached or fixed to the structure of Your Home. Home Contents may consist of General Contents and/or Valuable Contents.

<b>General Contents</b>	General Contents are all the contents of household use in Your Home, e.g., furniture, electronic items and goods, antennae, solar panels, water storage equipment, kitchen equipment, electrical equipment (including those fitted on walls ), clothing and apparel and items of similar nature.
<b>Valuable Contents</b>	Valuable Contents of Your Home consist of items such as jewellery, silverware, paintings, works of art, antique items, curios and items of similar nature.
<b>Insured</b>	The Person/s who has/have purchased Insurance Cover under this Policy.
<b>Insured Property</b>	Your Home Building and Home Contents, or any item of property covered by this Policy.
<b>Kutcha Construction</b>	Building(s) having walls and/or roofs of wooden planks/thatched leaves and/or grass/hay of any kind/bamboo/plastic cloth/asphalt/canvas/tarpaulin and the like.
<b>Market Value</b>	This is the basis of Sum Insured for household goods other than electrical, mechanical and electronic machines/gadgets under this policy. Market value for household goods means the procurement value of goods from the same or similar source at the time of damage or Loss less appropriate depreciation
<b>Permanent Furniture, Fixtures &amp; Fittings</b>	Permanent furniture, fixtures and fittings include false ceiling glass /wooden partitions, wooden/steel cupboards fixed to the walls, electrical tube lights and fans only.
<b>Policy Period</b>	Policy period means the period commencing from the effective date and time as shown in the Policy Schedule and terminating at Midnight on the expiry date as shown in the Policy Schedule or on the termination of or the cancellation of insurance as provided for in Clause G (III) of this Policy, whichever is earlier.
<b>Policy Schedule</b>	The document accompanying and forming part of the Policy that gives Your details and of Your insurance cover, as described in Clause A (3) of this Policy.

<b>Premium</b>	The premium is the amount You pay Us for this insurance. The Policy Schedule shows the amount of premium for the Policy Period and all other taxes and levies.
<b>Proposal</b>	The application form you sign for this insurance and/or any other information you give to us or which is given to us on your behalf.
<b>Pucca Construction</b>	Construction other than Kutcha Construction.
<b>Reinstatement Value</b>	This is the basis of Sum insured for building and permanent furniture, fixtures and fittings and electrical/mechanical/electronic machines/ gadgets under this Policy. Reinstatement Value represents the replacement value of the asset as New at time of Damage or Loss.
<b>Spouse</b>	Your wife or husband.
<b>Sum Insured</b>	The amount shown as Sum Insured in the Policy Schedule and as described in Clause C (4) and Clause D (2) of this Policy. It represents Our maximum liability for each cover or part of cover and for each loss.
<b>Total Loss</b>	A situation where the Insured Property or item is completely destroyed, lost or damaged beyond retrieval or repair or the cost of repairing it is more than the Sum Insured for that item or in total.
<b>We, Us, Our, Insurer</b>	Universal Sampo General Insurance Company that has provided Insurance Cover under this Policy; of the Company.
<b>You, Your, Insured</b>	The Insured Person/s who has/have purchased Insurance Cover under this Policy; of such Insured Person/s.
<b>Your Home Building</b>	Your Home Building is a building consisting of a residential unit, having an enclosed structure and a roof, basement (if any) and used as a dwelling place described in detail as per Clause C (2) of this Policy.

## POLICY COVERAGE

### SECTION I: FIRE AND ALLIED PERILS- BUILDING & HOUSEHOLD CONTENTS

This is a mandatory section of this Policy and covers the following:

**Clause A. This Policy and the Insurance Contract**

1. **Your Policy:** This Policy is a contract between You and Us as stated in the following:
  - a. This Policy document,
  - b. The Policy Schedule attached to this Policy document,
  - c. Any Endorsement attached to and forming part of this Policy document,
  - d. Any Add-on to this Policy that You may have purchased from Us,
  - e. The proposals and all declarations made by You or on Your behalf.
  
2. **To whom this Policy is issued and what it covers:**
  - a. This Policy is issued to You and covers You and/or Your Home Building and/or Home Contents as mentioned in the Policy Schedule.
  - b. If more than one person is insured under this Policy, each of You is a joint policyholder. Any notice or letter We give to any of You will be considered as given to all of You. Any request, statement, representation, claim or action of any one of You will bind all of You as if made by all of You.
  - c. If You have mortgaged, pledged or hypothecated Your Home Building and/or Home Contents with a Bank, the Policy Schedule will show an 'Agreed Bank Clause' and the name of such Bank. The terms and conditions of this arrangement will be added to this Policy as an additional clause.
  
3. **The Policy Schedule:** The Policy Schedule is an important document about Your insurance cover. It contains:
  - a. Your personal details,
  - b. the Policy Period,
  - c. the description of Your Insured Property,
  - d. the total Sum Insured, the Sum Insured for each cover or item covered, and any limits and sub-limits,
  - e. the insurance covers You have purchased,
  - f. the premium You have paid for these insurance covers,
  - g. add-on covers opted by You,
  - h. other important and relevant aspects and information.

**Clause B. Insured Events**

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

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

	<b>Column A- What we Cover</b>	<b>Column B- What we Exclude</b>
	<b>We cover</b> physical loss or damage, or destruction caused to the Insured Property by	<b>We do not cover</b> any loss or damage, or destruction caused to the Insured Property

1.	Fire	caused by burning of Insured Property by order of any Public Authority.
2.	Explosion or Implosion	-
3.	Lightning	-
4.	Earthquake, volcanic eruption, or other convulsions of nature	-
5.	Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Tsunami, Flood and Inundation	-
6.	Subsidence of the land on which Your Home Building stands, Landslide, Rockslide	caused by a. normal cracking, settlement or bedding down of new structures, b. the settlement or movement of made up ground, c. coastal or river erosion, d. defective design or workmanship or use of defective materials, or e. demolition, construction, structural alterations or repair of any property, or groundworks or excavations.
7.	Bush fire, Forest fire, Jungle fire	-
8.	Impact damage of any kind, i.e., damage caused by impact of, or collision caused by any external physical object (e.g. vehicle, falling trees, aircraft, wall etc.)	caused by pressure waves caused by aircraft or other aerial or space devices travelling at sonic or supersonic speeds.
9.	Missile testing operations	-
10.	Riot, Strikes, Malicious Damages	caused by a. temporary or permanent dispossession, confiscation, commandeering, requisition or destruction by order of the government or any lawful authority, or b. temporary or permanent dispossession of Your Home by unlawful occupation by any person.

11	Acts of terrorism (Coverage as per Terrorism Clause attached)	Exclusions and Excess as per Terrorism Clause attached.
12.	Bursting or overflowing of water tanks, apparatus and pipes.	-
13.	Leakage from automatic sprinkler installations.	a. repairs or alterations in Your Home or the building in which Your Home is located, b. repairs, removal or extension of any sprinkler installation, or c. defects in the construction known to You.
14.	Theft within 7 (seven) days from the occurrence of and proximately caused by any of the above Insured Events.	if it is a. of any article or thing outside Your Home, or b. of any article or thing attached from the outside of the outer walls or the roof of Your Home, unless securely mounted.

## **Clause C: Home Building Cover**

### **1. What We cover**

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

### **2. Your Home Building**

**a. Your Home Building** is a building consisting of a residential unit, having an enclosed structure and a roof, basement (if any) and used as a dwelling place.

**b. Your Home Building includes**

- i. fixtures and fittings permanently attached to the floor, walls or roof, like fixed sanitary fittings, electrical wiring and other permanent fittings.
  - ii. the following 'additional structures' if they are on the same site, and are used as part of Your Home Building:
    - a) garage, domestic out-houses used for residence, parking spaces or areas, if any
    - b) compound walls, fences, gates, retaining walls and internal roads,
    - c) verandah or porch and the like,
    - d) septic tanks, bio-gas plants, fixed water storage units or tanks,
    - e) solar panels, wind turbines and air conditioning systems, central heating systems and the like, if not included in Home Contents Cover,
  - iii. any other structure shown in the Policy Schedule.
- c. Your Home Building does not include Contents of Your Home.**

### **3. Use for residence**

**a.** We will pay only if Your Home Building is used for the purpose of residence of Yourself and Your family, or of Your tenant, licensee or employee.

**b.** We will not pay if

- i. Your Home Building is used as a holiday home, or for lodging and boarding, or
- ii. Your Home Building or any part of Your Home Building is used for purposes other than residential except where it is used both for Your residence and for the purposes of earning Your livelihood if You are self- employed or You have shifted Your office to Your Home Building for a temporary period due to lockdown or closure of Your office ordered by a public authority.



#### 4. **Sum Insured**

- a. The Sum Insured for the Home Building Cover is the prevailing Cost of Construction of Your Home Building at the Commencement Date as declared by You and accepted by Us and will be the maximum amount payable in the event the Home Building is a Total Loss.
- b. If the Policy Period is more than one year, We will automatically increase Your Sum Insured during the Policy Period by 10% per annum on each anniversary of Your Policy without additional premium for a maximum of 100% of the Sum Insured at the Policy Commencement Date.
- c. The Sum Insured will be automatically increased each day by an amount representing 1/365th of 10% of Sum Insured at the Policy Commencement Date for annual policies.
- d. Restoration of Sum Insured : Except as stated in **Clause G (III) (3) (b)** of this Policy, the insurance cover will at all times be maintained during the Policy Period to the full extent of the respective Sum Insured. This means that after We have paid for any loss, the policy shall be restored to the full original amount of Sum Insured. You must pay to Us proportionate premium for the unexpired Policy Period from the date of loss. We can also deduct this premium from the net claim that We must pay You.

#### 5. **What We pay**

- a. If You make a claim under the policy for damage to Your Home Building due to any of the insured perils, We reimburse the cost to repair it to a condition substantially the same as its condition at the time of damage. You must spend for repairs, and claim that amount from Us.
- b. We will calculate the amount of claim on the basis of the actual Carpet Area subject to the Carpet Area not exceeding that declared by You in the Proposal Form and stated in the Policy Schedule.
- c. The maximum We will pay for all items together is the Sum Insured shown in the Policy Schedule for Home Building Cover. If the Policy Schedule shows any limit for any item, such limit is the maximum We will pay for that item.
- d. If Your Home Building is a Total Loss, We will pay You the Sum Insured of the Home Building.
- e. If only an additional structure is destroyed, We will pay You an amount equal to the Cost of Construction of the additional structure.
- f. In addition to what **Clause C (5) (c)** of this Policy provides for, We will pay You the following expenses:
  - i. up to 5% of the claim amount for reasonable fees of architect, surveyor, consulting engineer;
  - ii. up to 2 % of the claim amount for reasonable costs of removing debris from the site.

#### 6. **Loss of Rent and Rent for Alternative Accommodation:** In addition to what **Clause C (5) (c)** of this Policy provides for, We will pay the amount of rent You lose or alternative rent You pay while Your Home Building is not fit for living because of physical loss arising out of an Insured Event as follows:

- a. If You are living in Your Home as a tenant, and You are required to pay higher rent for the alternative accommodation, We will pay the difference between the rent for alternative

- accommodation and the rent of Your Home Building.
- b. We will pay the loss under this cover for an accommodation that is not superior to Your Home Building in any way and in the same city as Your Home Building.
  - c. The amount of lost rent shall be calculated as follows: Sum Insured for Cover for Loss of Rent (as declared by You in the Proposal Form and specified by Us in the Policy Schedule) X Period necessary for repairs ÷ Loss of Rent Period opted for. This cover will be available for the reasonable time required to repair Your Home Building to make it fit for living. The maximum period of this cover is three years from the date Your Home Building becomes unfit for living. You must submit a certificate from an architect or the local authority to show that Your Home Building is not fit for living.
  - d. Claim for loss of rent will be accepted only if We have accepted Your claim for loss for physical damage to Your Home under the Home Building Cover.

#### **Clause D: Home Contents Cover**

##### **1. What We cover:**

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

##### **2. Sum Insured:**

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

### **3. What We pay**

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

## **Clause E: Additional Covers**

### **1. Optional Covers:**

#### **a. Cover for Valuable Contents on Agreed Value Basis (under Home Contents cover):**

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

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

#### **b. Personal Accident Cover:**

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

In the event of the unfortunate death of the insured, the Personal Accident cover shall continue for the spouse until expiry of the policy.

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

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

1. Your deliberate, wilful or intentional act or omission, or of anyone on Your behalf, or with Your connivance.
2. War, invasion, act of foreign enemy hostilities or war-like operations (whether war is declared or not), civil war, mutiny, civil commotion amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
3. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component that is part of it.
4. Pollution or contamination, unless
  - i. the pollution or contamination itself has resulted from an Insured Event, or
  - ii. an Insured Event itself results from pollution or contamination.
5. Loss, damage or destruction to any electrical/electronic machine, apparatus, fixture, or fitting by over-running, excessive pressure, short circuiting, arcing, self- heating or leakage of electricity from whatever cause (lightning included). This exclusion applies only to the particular machine so lost, damaged or destroyed.
6. Loss or damage to bullion or unset precious stones, manuscripts, plans, drawings, securities, obligations or documents of any kind, coins or paper money, cheques, vehicles, and explosive substances unless otherwise expressly stated in the policy.
7. Loss of any Insured Property which is missing or has been mislaid, or its disappearance cannot be linked to any single identifiable event.
8. Loss or damage to any Insured Property removed from Your Home to any other place.
9. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
10. Any reduction in market value of any Insured Property after its repair or reinstatement.
11. Any addition, extension, or alteration to any structure of Your Home Building that increases its Carpet Area by more than 10% of the Carpet Area existing at the Commencement Date or on the date of renewal of this Policy, unless You have paid additional premium and such addition, extension or alteration is added by Endorsement.
12. Costs, fees or expenses for preparing any claim.

**Clause G. Conditions**

**(I) Your Obligations**

- 1. Make true and full disclosure in the proposal and related documents**
  - a. You have a duty of disclosure to tell Us everything You know, or could reasonably be expected to know, that is relevant to Us for deciding whether to give You insurance cover and on what terms. You owe this duty to disclose such relevant material information even if We have not specifically asked for it. This duty extends to any information or declaration given by anyone else on Your behalf.
  - b. We have agreed to give You insurance cover entirely on the basis of the information You, or anyone on Your behalf, have given Us in the proposal, statements and other declarations and documents (in writing or electronic) about Yourself, Your family, Your Home Building and Home Contents. The correct and complete information You give is the basis of Our contract with You. Our promise to pay is conditional upon the truth of these statements and on the assumption that You, or anyone on Your behalf, has not withheld any material information about Yourself, Your family, Your Home Building and Home Contents.
- 2. Obligation to take care :** You must:
  - a. keep Your Home Building and Home Contents in good condition and well maintained, You must ensure that the structure of Your Home Building does not have any faults or defects that are visible and material that will aggravate loss or damage to the Home Building in the event an insured peril occurs.
  - b. take care to prevent theft, loss or damage to Your Home Building and Home Contents, and
  - c. ensure that unauthorized persons do not occupy Your Home Building.
- 3. Inform change in circumstances :** You must inform Us immediately if
  - a. You change Your address,
  - b. You make any addition, alteration, extension to the structure of Your Home Building,
  - c. You let out Your Home Building, or Your Home Building will no longer be solely occupied by You,
  - d. You change the use of Your Home Building.
- 4. Allow inspection and investigation of claim:** You must allow, and give full cooperation to the survey/investigation of Your claim by Us. You must allow Us, and any surveyor, officer or other representative that We authorise, to inspect Your Home Building and Home Contents including the interior wherever necessary, take photographs and where required, permit the scientific testing and investigation of any insured article affected by the insured peril. You must answer all questions asked regarding Your claim truthfully and completely, and submit all relevant documents that We will require.
- 5. Make true statements and full disclosure in the claim and related documents** You must also give true and full information in Your claim and submit true documents. If You give any false information or document in the claim, or if You withhold any information or document (written or electronic), We have a right to refuse payment of Your claim. We may also cancel Your policy.

## (II) Renewal of Policy

1. **End of Policy:** This Policy will expire at the end of the Policy Period.
2. **Renewal is not automatic,** We may seek relevant information from You for the purpose of renewal. We can reject Your renewal only on grounds of mis- representation, non-disclosure of material facts, fraud or non-co-operation on Your part.
3. **Application for renewal:** If You wish to renew the Policy, You must apply for renewal before the end of the Policy Period and pay the required premium amount.

## (III) Cancellation and Termination of Policy

### 1. Cancellation by You at any Time

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

For Annual policies:

Time for which Policy in force	Refund of Premium
For a period not exceeding 15 days	90% of the Annual rate
For a period not exceeding 1 month	85% of the Annual rate
For a period not exceeding 2 months	70% of the Annual rate
For a period not exceeding 3 months	60% of the Annual rate
For a period not exceeding 4 months	50% of the Annual rate
For a period not exceeding 5 months	40% of the Annual rate
For a period not exceeding 6 months	30% of the Annual rate
For a period not exceeding 7 months	25% of the Annual rate
For a period not exceeding 8 months	20% of the Annual rate
For a period not exceeding 9 months	15% of the Annual rate
For a period exceeding 9 months	Nil

For Long Term policies:

Annual Rate = Premium Charged / Policy Term;

For cancellation in the 1<sup>st</sup> year , the following table is applicable:

Time for which Policy in force	Refund of Premium
For a period not exceeding 15 days	90% of the Annual rate
For a period not exceeding 1 month	85% of the Annual rate
For a period not exceeding 2 months	70% of the Annual rate
For a period not exceeding 3 months	60% of the Annual rate

For a period not exceeding 4 months	50% of the Annual rate
For a period not exceeding 5 months	40% of the Annual rate
For a period not exceeding 6 months	30% of the Annual rate
For a period not exceeding 7 months	25% of the Annual rate
For a period not exceeding 8 months	20% of the Annual rate
For a period not exceeding 9 months	15% of the Annual rate
For a period exceeding 9 months	Nil

and the Annual Rate to be returned for the rest of the years remaining in the policy term.

For cancellation in the later years, Annual Rate to be retained for the year which has commenced and the Annual Rate to be returned for the rest of the years remaining in the policy term.

## 2. Cancellation by Us:

- a. We will not cancel the Policy during the policy period except on the grounds of misrepresentation, non-disclosure of material facts, fraud or non-co- operation on Your part.
- b. In case of Total Loss of Your Home Building in a long term policy where You have decided not to reinstate Your Home Building in favour of a cash settlement of Your claim, We will cancel the policy for the remaining duration of the policy period. In such a case We shall refund the proportionate premium for the un-expired policy years after grossing up the premium paid by You towards long term discount, if any.

## 3. Automatic termination of the Policy

This Policy will automatically end in the following cases:

- a. **Destruction of Your Home Building:** This Policy will automatically end 7 (seven) days after Your Home Building collapses or is destroyed by reason other than any Insured Event. If a separable part of Your Home Building, or any additional structure falls down or is destroyed by reason other than any Insured Event, the covers will end for such part or additional structure.  
 You can apply within 7 (seven) days of such fall or destruction for continuing insurance cover. We may agree, but will not be bound, to continue the cover on the same rates, terms and conditions.
- b. **Exhaustion of Sum Insured:** If Your Home Building, or any additional structure, or any item of Home Contents, is lost, destroyed or stolen, or is a Total Loss, and We pay You the full Sum Insured for such item, the insurance cover for that item will automatically end unless the subject matter of insurance is reconstructed and the Sum Insured is reinstated by paying additional premium. If We pay the total Sum Insured for any claim, this Policy will end.
- c. **Change of use of Your Home Building or Home Contents:** The Policy will end
  - i. if You change the use of Your Home Building from personal residence to any other purpose, or
  - ii. if You use any item of Home Contents for use that is not personal.
- d. **Sale of Your Home Building or Home Contents:** This Policy will end when You sell,

surrender or release Your interest in Your Home Building and/or Home Contents, or Your interest in the Home Building and/or Home Contents comes to an end. The Policy will end to the extent any additional structure of Your Home Building or item of Home Contents if You sell, surrender or release Your interest in such additional structure or item of Home Content, or Your interest in these ends.

**e. Effect of death**

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

**(IV) Claims Procedure**

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

**a.** As soon as any physical loss or damage occurs to Your Home Building or Home Contents due to an Insured Event, You must immediately give notice to Us of the loss or damage. This is necessary for Us to survey/ investigate the loss or damage, as may be required.

**b.** You can give notice to any of Our offices or call-centres.

**c.** You must state in this notice

- i. the Policy Number,
- ii. Your name,
- iii. details of report to the police that You made,
- iv. details of report to any Authority that You made,
- v. details of the Insured Event,
- vi. a brief statement of the loss,
- vii. particulars of any other insurance of Your Home Building or any of Your Home Contents,
- viii. details of loss or damage under any Optional Cover or Add-ons,
- ix. submit photographs of loss or physical damage, wherever possible.

**2. Steps to prevent loss and damage**

**a.** You must take all reasonable steps to prevent further loss or damage to Your Home Building and Home Contents.

**b.** Until We have inspected Your Home Building and Home Contents, and have given Our consent,

- i. You must not sell, give away or dispose of any damaged items of any property for which You are making a claim;
- ii. You must not wash or clean, or remove any damaged item or debris, except for



- any urgent necessity;
- iii. You must not carry out repairs, unless such repairs are urgent and You cannot contact Us.

### **3. Immediate notice to Authorities**

- a. As soon as any loss or damage occurs to the Insured Property, You must give immediate report to appropriate legal authorities. For example, You must report to the fire brigade of the local authority and the police if there is damage by fire/ explosion / implosion or lightning. In case of subsidence /landslide/rockslide, You must inform the District Administration. In the event of impact damage of any kind or Riot Strikes, Malicious damages and acts of terrorism, You must inform the police. If there is a theft within 7 (seven) days following an Insured Event You must inform the police.
- b. We may, but not necessarily, waive this condition if We are satisfied that by reason of extreme hardship it was not possible for You or any other person on Your behalf to give such report.

### **4. Submit claim**

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

### **5. Establish loss**

- a. You must prove that the Insured Event has occurred, and the extent of physical loss or damage You have suffered with full details.
- b. When We request,
  - i. You must support Your claim for Home Building and/or Home Contents with plans, specification books, vouchers, invoices pertaining to costs incurred by You for reconstruction/replacement/repairs.
  - ii. You must allow Us, Our officers, surveyors or representatives to inspect the loss or damage to Your Home Building and/or Home Contents, and to take

measurements, samples, damaged items or parts, and photographs that are relevant.

iii. You must give Us authority to see the relevant records and get information about the Event and Your loss from the police or any other authority.

**c.** For Optional Cover of Personal Accident, Death Certificate and Post Mortem report (wherever necessary) shall be submitted.

## **6. Fraudulent claim**

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

i. We will not pay,

ii. We can cancel the Policy: in such a case, You will lose all benefits under this Policy and premium that You have paid, and

iii. We can also inform the police, and start legal proceedings against You.

## **7. Other insurance**

**a.** If You have any other policy with Us or any other Insurance Company (taken by You or by anyone else for You) covering in whole or in part any claim that You have made under this Policy, You have a right to ask for settlement of Your claim under any of these policies.

**b.** If You choose to claim under this Policy from Us, We will settle Your claim within the limits and the terms and conditions of this Policy.

**c.** After We pay the amount under Your claim, We have the right to ask for contribution from the Insurers that have given You the other policies.

**d.** We will ensure that Our actions do not impose any liability on You.

## **8. Recovery action by Us**

**a.** When We accept and pay Your claim under the Policy, We can start legal proceedings to recover the amount or property from the third party who has caused the loss or damage to Your Home Building or Home Contents. You must give authority to Us to take such action and exercise this right effectively, when We request You, whether before or after making payment of Your claim. You must give all information, cooperation, assistance and help for this purpose. You must not do anything which will prejudice Our right. We can do this

i. without seeking Your consent,

ii. in Your name, and

iii. whether or not Your loss has been fully compensated.

**b.** Any amount We recover from such person will be applied first to the costs of the legal proceedings and recovery, then to the claim amount We have paid or must pay to You. We will pay You any balance.

**c.** You can start legal proceedings against any person who has caused the loss or damage only with Our prior consent, and on conditions that We will impose. You must not compromise or

settle any claim against such person without Our consent. If You recover any amount from such person, You must return to Us the amount We have paid for Your claim. We can take over the conduct of legal proceedings that You have started and continue the proceedings in Your name.

### **Clause H. Changes to covers**

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

### **Clause I. Waiver of Underinsurance**

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

### **Clause J. Other Details**

#### **1. Notices**

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

#### **2. Nomination for this Policy**

You can nominate a person to receive the claim amount under this Policy in the event of Your death. You can make such nomination at the time You take the Policy, or later. You can also change the nomination at any time. You can make the nomination on Our nomination form available in Our office or from Our website: link [www.universalsompo.com](http://www.universalsompo.com).

#### **3. Applicable law and jurisdiction**

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

#### **4. Arbitration**

The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy. Arbitration shall be conducted under and in

accordance with the provisions of the Arbitration and Conciliation Act, 1996. (This clause does not apply to policies bought by individuals)

## SECTION II: BURGLARY

### Definitions: (applicable to this Section only)

1. **Limit of Liability:** It means the amount stated in the Schedule which shall be our maximum liability under this Policy for any one claim or in the aggregate for all claims during the Policy period for each category of goods specified in the Schedule subject to Special Condition 1 of the Policy. The limit of liability also represents the selected percentage of value at risk. In case of a policy taken on “First Loss Basis”
2. **Valuables:** Valuables means (a) gold or silver or any precious metals or articles made from any precious metals (b) watches or Jewellery or precious stones or models or coins or curios, sculptures, manuscripts, stamps, collection of stamps, rare books, medals, moulds, designs or any other collectibles (c) deeds, ATM cards, credit cards, bonds, bills of exchange, bank notes, treasury or promissory notes, cheques, money, securities or any other negotiable instrument.
3. **Insured Premises:** The place(s) named in the Schedule
4. **Burglary:** It means the unforeseen and unauthorized entry to or exists from the insured premises by aggressive and detectable means with the intent to steal contents there from.

WHAT WE COVER	WHAT WE EXCLUDE
<p>Loss or damage of your contents and stocks at insured premises caused by one or more of the following events:</p> <ul style="list-style-type: none"> <li>• Actual forcible and violent entry to or exit from that part of the building occupied by you at the premises.</li> <li>• Assault or violence or threat of assault or violence to you (or your employees) or any other person lawfully at the premises eg armed hold up.</li> </ul> <p>Theft of any contents/stocks from the insured premises where there is no forcible and violent entry or exist from the premises up to 5% of limits of liability subject to a limit of Rs</p>	<ul style="list-style-type: none"> <li>• Loss or damage from any yard, garden outbuilding (including sheds or garages not attached to the building) or any other property outside the confines of the premises unless specified in the Schedule</li> <li>• Valuables and cash in safe, unless specifically covered in the Schedule</li> <li>• Loss or damage of motor vehicles, trailers unless shown in the schedule</li> <li>• Loss or damage in which you, your employees or any other person lawfully on or about your premises is or is</li> </ul>

10000/- only	<p>alleged to be in any way concerned or implicated</p> <ul style="list-style-type: none"> <li>• Loss or damage resulting from an act of Riot, Strike, Malicious Damage.</li> <li>• Terrorism</li> <li>• Damage to glass and sign boards</li> <li>• Live-stock</li> <li>• Loss or damage to contents or stock when the premises are left unoccupied for more than 30 consecutive days unless the same has been reported to us in writing and our written approval obtained.</li> <li>• Contents from the safe following the use of a key to gain access to the safe, or any duplicate thereof belonging to you unless such key has been obtained by aggressive or violent means.</li> <li>• Any consequential loss or legal liability</li> </ul>
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### **INBUILT BENEFITS**

In the event of an admitted Claim under the Policy, we will also indemnify you, subject to the limits, in respect of the following:

**1. Temporary Protection:** We will pay the cost of temporary protection reasonably and necessarily incurred for the safety and protection of your property following an admissible claim at your premises up to 5% of the limits of liability subject to maximum of Rs 10000/- per event.

**2. Rewriting Of Documents:** We will pay for the expenses reasonably and necessarily incurred by you in reproducing or making good the loss of or damages to your valuable business

documents lost by the insured events up to 5% of limits of liability subject to a maximum of Rs 10000/- per event.

**3. Debris Removal:** We will pay for clearing up the damage caused to the insured premises, including removal of debris from the insured premises to the nearest waste disposal site up to 5% of limits of liability subject to a maximum of Rs 10000/-per event.

### **SPECIAL CONDITION**

**Reinstatement of Limits of Liability:** Immediately upon the happening of any Loss or damage under the policy, the Limit of Liability stated in the schedule of the affected category of assets, shall be reduced by the loss/damage amount and such reduced limit of liability shall be the limit in respect of any further damage occurring during the current period of insurance unless we give our consent upon payment of additional premium to reinstate the said limit of liability.

### **BASIS OF CLAIMS SETTLEMENT**

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

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

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

**1. When the 'Limit of Liability' represents the value of the assets covered:**

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

**2. When the 'Limit of Liability' represents a fixed proportion of the value of the assets covered:**

If the fixed proportion of value of the assets insured under this Policy shall at the time of loss be collectively of greater value than the Limit of Liability opted by you, then you will be

considered as being your own insurer for the difference and shall bear a rate able proportion of the loss accordingly. Every item, if more, than one in the Policy shall be separately subject to this condition.

### SECTION III: ALL RISK

#### Definitions: (applicable to this Section only)

**Market Value:** represents the replacement value of the interest insured at time of Damage or Loss. This value is net off allowance for betterment, wear and tear and/or depreciation, for the use of the interest covered has been put to.

WHAT WE COVER	WHAT WE EXCLUDE
<p>Loss or Damage to interest insured by any accidental &amp; fortuitous causes, unless specifically excluded, during the period of insurance</p> <p>Limit of Liability: - Our maximum liability in respect of each item shall be the sum insured, as specified in the policy schedule.</p> <p>Single interest limit Unless specifically and separately stated, our liability in respect of each article or pairs of articles shall not exceed 25% of the total sum insured under this policy.</p>	<ul style="list-style-type: none"> <li>i) Damage due to moths, vermin, mildew or inherent defect, wear and tear, gradually operating cause.</li> <li>ii) Damage during any process like bleaching, dyeing, heating, drying etc</li> <li>iii) Over winding denting or internal damage of watches or clocks.</li> <li>iv) Mechanical or Electrical derangement/ breakdown of any article unless caused by accidental external means.</li> <li>v) Fire arms by rusting, bursting.</li> <li>vi) Damage due to cracking or scratching of interests such as but not limited to household goods, foodstuff, domestic appliances, crockery, glass etc.</li> <li>vii) Loss due to theft from any unattended vehicle.</li> <li>viii) Loss due to theft in connivance with you or your family</li> <li>ix) Damage to interests with difference in intrinsic and commercial value, viz. money, securities, manuscripts, deeds, bonds, bills of exchange, promissory notes, stocks or share certificates, stamps and travellers cheques and the like unless specifically declared and agreed to be insured.</li> <li>x) Any living creature.</li> <li>xi) Loss directly or indirectly occasioned by or</li> </ul>

	<p>happening through or in consequence of war, Invasion act of foreign enemy, hostilities (whether war be declared or not), Civil war, rebellion, revolution, insurrection, Military or usurped power, Confiscation, nationalisation, or any such action</p> <p>xii) Loss or damage due to any action from Public Authority.</p> <p>xiii) Nuclear and nuclear group of perils.</p> <p>xiv) Consequential loss of any nature</p>
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**SPECIAL CONDITION**

**1. Reinstatement of Sum Insured**

In case of partial loss claims, the sum insured on the item will be automatically reinstated to original value. In case of total loss for any one article, the coverage for the said item will automatically cease and you will not be allowed refund of premium for the remainder of the policy period.

**2. Indemnity**

We may at our option reinstate, replace, or repair the property damaged or pay the amount of Loss/damage.

The basis of settlement will be as agreed at the time of insurance. In case of valuables, the valuers' certificate will be required.

In case we decide to exercise our option of reinstatement We shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and in no case to expend more in reinstatement than it would cost to reinstate such property as it was at the time of occurrence of such damage, nor more than the Sum Insured thereon.

If the value of the property insured under this Policy (as of new) shall at time of Loss be greater value than the Sum Insured thereon, then you will be considered as being your own Insurer for the difference and shall bear a rateable proportion of loss accordingly. Every item more than one in the Policy, shall be separately subject to this condition.



#### SECTION IV: PLATE GLASS AND NEON SIGNS/GLOW SIGNS

WHAT WE COVER	WHAT WE EXCLUDE
<ol style="list-style-type: none"> <li>1. Any sudden, unforeseen, accidental loss or damage to Plate Glass/Neon Signs/Glow Signs.</li> <li>2. Damage to frame and framework of any description following breakage of Glass and/or Neon Boards/glow signs subject to specified under policy schedule.</li> <li>3. Following breakage of Glass, the cost of tinting, lettering, painting, embossing, silvering or any other ornamental work on the replacement Glass, provided that such costs have been included in the Sum Insured of the Glass under this Section.</li> </ol>	<ol style="list-style-type: none"> <li>1. Breakage or damage during removal, alteration and repairs carried out at Your premises</li> <li>2. Scratching other than the fracture extending through the entire thickness of Plate Glass</li> <li>3. Damage or breakage to Plate Glass or Neon Signs, Glow Signs which are not securely fixed.</li> <li>4. Any loss or damage caused willfully by You or Your Employees, or any loss or damage in which You or any person acting on Your behalf is or is alleged to be involved or implicated.</li> <li>5. Any loss or damage for which the manufactures or supplier is responsible.</li> <li>6. Any costs incurred in connection with the elimination of electrical /mechanical breakdown/ failures unless such failures were caused by an indemnifiable event</li> <li>7. Loss or damage caused by sun, rain, hail or climatic or atmospheric conditions, depreciation, wear &amp; tear deterioration.</li> <li>8. Fusing or burning out of bulbs and/or tubes howsoever caused</li> </ol>

## SECTION V: MACHINERY BREAKDOWN

WHAT WE COVER	WHAT WE EXCLUDE
<p>NOW THIS POLICY OF INSURANCE WITNESSETH that subject to the terms, exceptions, exclusions, provisions and conditions contained herein or endorsed hereon, the company will at its own option by payment or reinstatement or repair indemnify the Insured against unforeseen and sudden physical damage by any-cause not hereinafter excluded to any insured property specified in the attached schedule (s) whilst in the premises therein mentioned necessitating its immediate repair or replacement. This Policy shall apply to the insured items after successful completion of their performance/acceptance tests, whether they are at work or at rest, or being dismantled for the purpose of cleaning or overhauling, or in the course of the aforesaid operations themselves, or when being shifted within the premises, or during subsequent re-erection. The liability of the Company for any one item of the Insured property shall not exceed in the aggregate in any one period of Insurance the Sum Insured set against such item in the attached schedule(s), unless the Sum Insured under such item is reinstated after occurrence of a claim for balance period.</p>	<ol style="list-style-type: none"> <li>1. Loss, damage and/or liability caused by or arising from or in consequence, directly or indirectly of fire including extinguishments of a fire or clearance of debris and dismantling necessitated thereby smoke, soot, aggressive substance, lightning explosion of any kind (other than bursting or disruption of turbines, compressors, cylinders of steam engines, hydraulic cylinders or flywheels or other apparatus subject to centrifugal force, internal pressure) theft, collapse of building, subsidence, landslide, rockslide, water which escapes from water containing apparatus, flood, inundation, storm, tempest, earthquake, volcanic eruption or other Acts of God, impact of land borne or water borne or airborne craft or aerial devices and/or articles dropped there from. Any loss or damage by fire within the electrical appliances and installation insured by this Policy arising from or occasioned by overrunning, excessive pressure, short circuiting, arcing, self heating or leakage of electricity from whatever cause (lightning included) is covered; provided that this extension shall apply only to the particular electrical machine; apparatus fixtures fittings or portions of the electrical installation so affected and not to other machines apparatus fixtures fittings or portions of the electrical equipment which may be destroyed or damaged by fire so set up.</li> <li>2. Accident Loss/damage and/or liability resulting from overload experiments or tests requiring</li> </ol>

	<p>imposition of abnormal conditions.</p> <ol style="list-style-type: none"> <li>3. Gradually developing flaws, defects, cracks or partial fractures in any part not necessitating immediate stoppage, although at some future time repair or renewal of the parts affected may be necessary.</li> <li>4. Deterioration of or wearing away or wearing out of any machine caused by or naturally resulting from normal use or exposure.</li> <li>5. Loss, damage and/ or liability caused by or arising out of the willful act or willful neglect or gross negligence of the insured or his responsible representatives.</li> <li>6. Liability assumed by the insured by agreement unless such liability would have attached to the insured not withstanding such agreement.</li> <li>7. Loss, damage and/or liability due to faults or defects existing in at the time of commencement of this insurance and known to the Insured or his responsible representatives but not disclosed to the Company.</li> <li>8. Loss of use of the Insured's plant or property or any other consequential loss incurred by the Insured.</li> <li>9. Loss, damage and /or liability due to explosion in chemical recovery, Boilers, other than pressure explosion for eg. Smelt, chemical, ignition, Explosion etc.</li> <li>10. Loss, damage and/or liability caused by or arising from or in consequence, directly of:             <ol style="list-style-type: none"> <li>a) War, invasion, Act of foreign enemy,</li> </ol> </li> </ol>
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	<p>Hostilities or war like operations (Whether war be declared or not). Civil war, rebellion, revolution, Insurrection, Mutiny, Riot, Strike, Lockout and Malicious Damage, Civil Commotion, Military or Usurped Power, Martial Law, Conspiracy, Confiscation, Commandeering by a group of malicious persons or persons acting on behalf of or in connection with any political Organisation, Requisition, or Destruction or damage by order of any Government de jure or de facto or by any Public, Municipal or Local Authority.</p> <p>(b) Nuclear reaction, nuclear radiation or radioactive contamination.</p>
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**SPECIAL EXCLUSIONS (Only Applicable for this Section)**

The Company shall not be liable for: -

1. The Excess, as stated in the Schedule, to be first borne by the insured out of each and every claim; where more than one item is damaged in one and the same occurrence, the insured shall not, however, be called upon to bear more than the highest Excess applicable to any one such item;
2. Loss of or damage to belts, ropes, chains, rubber tyres, dies, moulds, blades, cutters, knives or exchangeable tools, engraved or impression cylinders or rolls; objects made of glass, porcelain, ceramics, all operating media (e.g. lubricating oil, fuel, catalyst, refrigerant, dowtherm) felts, endless conveyor belts or wires; sieves, fabrics, heat resisting and anti- corrosive lining and parts of similar nature, packing material, parts not made of metal (except insulating material) and non-metallic lining or coating of metal parts."
3. Loss or damage for which the manufacturer or supplier or repairer of the property is responsible either by law or under contract; In any action, suit or other proceeding where the Company alleges that by reason of the exceptions or exclusions above, any loss, destruction, damage or liability is not covered by this insurance, the burden of proving that such loss, destruction, damage or liability is covered shall be upon the Insured.

**SPECIAL PROVISIONS (Only Applicable for this Section)**

**SUM INSURED:**

It is a requirement of this Insurance that the Sum Insured shall be equal to the cost of replacement of the insured property by new property of the same kind and same capacity which shall mean its replacement cost including freight and customs duties, if any, and erection costs.

**BASIS OF INDEMNITY:**

- a) In cases where damage to an insured item can be repaired, the Company will pay expense necessarily incurred to restore the damaged machine to its former state of serviceability plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs as well as ordinary freight to and from a repair shop, customs duties and dues if any to the extent such expenses have been included in the Sum Insured. If the repairs are executed at a workshop owned by the Insured the Company will pay the cost of materials and wages incurred for the purpose of the repairs plus a reasonable percentage to cover overhead charges.

No deduction shall be made for depreciation in respect of parts replaced except for

1. Wear and tear parts and
  2. Parts for which manufacturers have specified a fixed life for use and the like but the value of any salvage will be taken into account. If the cost of repairs as detailed herein above equals or exceeds the actual value of the machinery insured immediately before the occurrence of the damage the settlement shall be made on the basis provided for in (b) below.
- b) In cases where an insured item is destroyed the Company will pay the actual value of the item immediately before the occurrence of the loss including costs for ordinary freight erection and customs duties if any provided such expenses have been included in the sum insured, such actual value to be calculated by deducting proper depreciation from the replacement value of the item. The Company will also pay any normal charges for the dismantling of the machinery destroyed but the salvage will be taken into account. Any extra charges incurred for overtime, night-work, work on public holidays, express freight, are covered by this insurance only if especially agreed to in writing.

In the event of the maker's drawings patterns and core boxes necessary for the execution of a repair not being available the Company shall not be liable for the cost of making any such drawings patterns and core boxes. The cost of any alterations, improvements or overhauls shall not be recoverable under this Policy. The cost of any provisional repairs will be borne by the Company if such repairs constitute part of the final repairs and do not increase the total repair expenses.

If the Sum Insured is less than the amount required to be insured as per Provision 1 herein above, the Company will pay only in such proportion as the Sum Insured bears to the amount required to be insured. Every item if more than one shall be subject to this condition separately.

The company will make payments only after being satisfied, with the necessary bills and documents that the repairs have been affected or replacement have taken place, as the case may be. The company may, however, not insist for the bills and the documents in case of total loss where the insured is unable to replace the damaged equipments for the reasons beyond their control. In such case claims can be settled on indemnity Basis.

## **SECTION VI: ELECTRONIC EQUIPMENT INSURANCE**

### **SPECIAL CONDITION**

This section shall apply to the Insured items only after successful completion of their performance/acceptance test whether they are at work or at rest or being dismantled for the purpose of cleaning or overhauling or in the course of aforesaid operations themselves or when being shifted within the premises or during subsequent re-erection.

The liability of the Company for any one item of the Insured property shall not exceed in aggregate in any one period of Insurance the sum insured set against such items in the attached Schedule(s) unless the Sum Insured under such item is reinstated after occurrence of a claim for balance period.

### **SPECIAL EXCLUSIONS (Only Applicable for this Section)**

The Company will not indemnify the Insured in respect of loss, damage or liability directly caused by or arising out of or aggravated by -

1. Cessation of work whether total or partial.
2. Cost Incurred/time involved in the movement of machinery and/or any other property and/or personnel outside the territorial limits of India other than the cost of delivery of replacements for machinery lost or damaged.
3. Derangement of the Insured property not accompanied by damage otherwise covered by this Section.
4. Loss of or damage to the property covered under this Section falling under the terms of the Maintenance Agreement.
5. Loss destruction or damage directly occasioned by pressure wave caused by aircraft and other aerial devices traveling at Sonic or Supersonic speeds

In any action, suit or other proceedings where the company allege that by reason of the provisions of the above exclusions any loss, destruction, damage or liability is not covered by this insurance, the burden of proving that such loss, destruction, damage or liability is covered shall be upon the Insured.

## **SUB SECTIONS**

### **SUB-SECTION I: EQUIPMENTS**

<b>WHAT WE COVER</b>	<b>WHAT WE EXCLUDE</b>
<p>This sub-section covers all Electronic equipments like Computers, Medical, Biomedical, Micro-processors; Audio/Visual equipments including the value of Systems Software may be covered under Electronic Equipment Section. The term equipment shall include the entire computer system consisting of CPU, Keyboards, Monitors, Printers, Stabilizers, UPS, System Software etc.</p> <p>The Company hereby agrees with the insured (subject to the exclusions &amp; conditions contained herein or endorsed hereon) that if at any time during the period of Insurance stated in the schedule or during any subsequent period for which the insured pays and the Company may accept the premium for the renewal of this Policy, the items or any part thereof entered in the Schedule shall suffer any unforeseen and sudden physical loss or damage from any cause, other than those specifically excluded, in a manner necessitating repair or replacement, the Company will indemnify the Insured in</p>	<p>Dish Antenna is excluded from the scope of cover under this Section. Further portable Electronic Equipment's like notebook, lap top computer, sonography are also excluded under this section.</p> <p>The Company shall not, however, be liable for -</p> <ul style="list-style-type: none"> <li>a) the Excess stated in the Schedule to be borne by the Insured in any one occurrence; if more than one item is lost or damaged in one occurrence, the insured shall not, however, be called upon to bear more than the highest single Excess applicable to such items;</li> <li>b) loss or damage caused by any faults or defects existing at the time of commencement of the present insurance within the knowledge of the insured, or his representatives, whether such faults or defects were known to the company or not;</li> <li>c) loss or damage as a direct consequence of the continual influence of operation (e.g. wear and tear, cavitations, erosion, corrosion, incrustation) or of gradual</li> </ul>

<p>respect of such loss or damage as hereinafter provided by payment in cash, replacement or repair (at their own option) upto an amount not exceeding in any one year of insurance in respect of each of the items specified in the Schedule the sum set opposite thereto and not exceeding in all the total sum expressed in the Schedule as insured hereby.</p>	<p>deterioration due to atmospheric conditions;</p> <p>d) any costs incurred in connection with the elimination of functional failures unless such failures were caused by an indemnifiable loss of or damage to the insured items;</p> <p>e) any costs incurred in connection with the maintenance of the insured items, such exclusion also applying to parts exchanged in the course of such maintenance operations;</p> <p>f) loss or damage for which the manufacturer or supplier of the insured items is responsible either by law or under contract;</p> <p>g) loss of or damage to rented or hired equipment for which the owner is responsible either by law or under a lease and/or maintenance agreement;</p> <p>h) consequential loss or liability of any kind or description;</p> <p>i) loss of or damage to bulbs, valves, tubes, ribbons, fuses, seals, belts, wires, chains, rubber tyres, exchangeable tools, engraved cylinders, objects made of glass, porcelain or ceramics sieves or fabrics, or any operating media (e.g. lubricating oil, fuel, chemicals);</p> <p>j) aesthetic defects, such as scratches on painted polished or enamelled surfaces.</p> <p>In respect of the parts mentioned under i) and j) above the Company shall be liable to provide compensation in the event that such parts are affected by an indemnifiable loss or damage</p>
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	to the insured items.
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**SPECIAL PROVISIONS FOR SUB SECTION-I**

**Sum Insured**

It is a requirement of this insurance that the Sum Insured shall be equal to the cost of replacement of the insured property by new property of the same kind and same capacity, which shall mean its replacement cost including freight, dues and customs duties, if any and erection costs.

The sum insured of the equipment insured under this sub section shall include the value of 'System Software'.

**Basis of Indemnity**

1. In cases where damage to an insured item can be repaired the Company will pay expenses necessarily incurred to restore the damaged machine to its former state of serviceability plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs as well as ordinary freight to and from a repair-shop customs duties and dues if any, to the extent such expenses have been included in the Sum Insured. If the repairs are executed at a workshop owned by the Insured, the Company will pay the cost of materials and wages incurred for the purpose of the repairs plus a reasonable percentage to cover overhead charges.

No deduction shall be made for depreciation in respect of parts replaced, except those with limited life, but the value of any salvage will be taken into account. If the cost of repairs as detailed hereinabove equals or exceeds the actual value of the machinery insured immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in (2) below.

2. In cases where an insured item is destroyed, the Company will pay the actual value of the item immediately before the occurrence of the loss, including costs for ordinary freight, erection and customs duties if any, provided such expenses have been included in the sum insured, such actual value to be calculated by deducting proper depreciation from the replacement value of the item. The Company will also pay any normal charges for the

dismantling of the machinery destroyed, but the salvage will be taken into account.

Any extra charges incurred for overtime, night-work, work on public holidays, express freight, are covered by this Insurance only if especially agreed to in writing.

In the event of the Makers' drawings, patterns and core boxes necessary for the execution of a repair not being available the Company shall not be liable for the cost of making any such drawings, patterns and core boxes.

The cost of any alterations, improvements or overhauls shall not be recoverable under this Section. The cost of any provisional repairs will be borne by the Company if such repairs constitute part of the final repairs, and do not increase the total repair expenses.

3. In cases where the Insured item is subjected to total loss and meanwhile it becomes obsolete, all costs necessary to replace the lost or damaged insured item with a follow-up model (similar type) of similar structure/ configuration (of similar quality) will be reimbursed.

If the sum insured is less than the amount required to be insured as per Provisions applying to Sub Section - I hereinabove, the Company will pay only in such proportion as the sum insured bears to the amount required to be insured. Every item if more than one shall be subject to this condition separately.

The Company will make payments only after being satisfied, with necessary bills and documents that the repairs have been effected or replacements have taken place, as the case may be. The Company may, however, not insist for bills and documents in case of total loss where the Insured is unable to replace the damaged equipment for reasons beyond their control. In such cases claims can be settled on 'Indemnity Basis'.

### **Warranty**

It is warranted that the Maintenance Agreement in force at the inception of this policy is maintained during the currency of this policy and no variation in the terms of the Agreement shall be made without the written consent of the Company being obtained.

For the purpose of this warranty the word 'Maintenance' shall mean the following -

Safety checks,

1. Preventive maintenance
2. Rectification of loss or damage or faults arising from normal operation as well as from ageing.

## **SECTION VII: PERSONAL ACCIDENT**

### **DEFINITIONS (Applicable to this Section only)**

#### **1. Capital Sum Insured (CSI):**

It means the monetary amounts shown against Insured Person(s) which is the maximum limit of our liability against said Insured Person.

#### **2. Bodily Injury**

It means accidental physical bodily Injury solely and directly caused by external, violent visible cause.

#### **3. Insured Person**

The person(s) named as insured person in the Schedule which may include You and Your Employee(s), spouse, dependent children and dependent parents or depositors, borrowers, Kisan Credit Card Holders, Credit Card Holders as specified in the Schedule

#### **4. Accidental Death**

It means Death resulting from Bodily Injury solely and independently of any other cause except Illness directly resulting from, or medical or surgical treatment rendered necessary for such Injury, occasions the Death of the Insured Person within 12 months from the date of Accident.

#### **5. Permanent Total Disablement**

The bodily Injury that totally, irrecoverably and absolutely prevents you from engaging in any kind of occupation within 12 months from the date of accident, as specified under the Table of Benefits

#### **6. Permanent Partial Disability**

The bodily Injury that results in total, irrevocable, absolute and continuous loss of or impairment of a body part or sensory organ specified under the Table of Benefits.

## **COVERAGE**

WHAT WE COVER	WHAT WE EXCLUDE
<p>Bodily injury directly resulting to the Accidental Death or Permanent Total Disability or Permanent Partial Disability to the Insured Person as per the Table of Benefits.</p> <p>We shall pay to the Insured Person or his/her legal representative / assignee the compensation set forth in Table of Benefits ( as percentage of Capital Sum Insured)</p>	<ul style="list-style-type: none"> <li>• Compensation under more than one of the benefits mentioned in Table of Benefits in respect of same Period of disablement.</li> <li>• Any other payment after a claim under one of the benefits 1,2 and 3 in Table of benefits has been admitted and becomes payable.</li> <li>• Any payment in case of more than one claim under this Section during any one Period of Insurance by which Our liability in that Period would exceed CSI</li> <li>• The Company shall not be liable to make any payments under this policy in respect of:               <ul style="list-style-type: none"> <li>a) natural Death</li> <li>b) from intentional self-injury unless in self-defense or to save life, suicide or attempted suicide .</li> <li>c) whilst under the influence of intoxicating liquor or drugs or other intoxicants except where the insured is not directly responsible for the injury / accident though under influence of intoxication .</li> <li>d) whilst engaged in any adventurous sports and/or hazardous activities.</li> <li>e) committing any breach of law with criminal intent.</li> <li>f) participation in any naval, military or air force operations.</li> <li>g) Any claim for death or disablement (whether of a permanent nature or of a temporary nature), hospitalisation of the insured person, directly or indirectly due to</li> </ul> </li> </ul>

	<p>War (whether declared or not) and war like occurrence or invasion, acts of foreign enemies, hostilities, civil war, rebellion, revolutions, insurrections, mutiny, military or usurped power, seizure, capture, arrest, restraints and detainment of all kinds.</p> <p>h) Consequential loss of any kind and/or any legal liability</p> <p>i) Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or from any nuclear waste from combustion (including any self-sustaining process of nuclear fission) of nuclear fuel</p> <p>j) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof</p>
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TABLE OF BENEFITS	PERCENTAGE OF CAPITAL SUM INSURED
Benefit 1. Death	100
Benefit 2. Permanent Total Disability:	
a) Loss of sight (both eyes)	100
b) Loss of two limbs	100
c) Loss of one limb and one eye	100
d) Permanent Total and absolute	100
e) Disablement as certified by Medical Practitioner	100
Benefit 3. Permanent Partial Disability	
a) Loss of sight of one eye	50
b) Loss of one limb	50
c) Loss of toes-all	20
d) Great-both phalanges	5
e) Great-one phalanx	2
f) Other than great, if more than one toe los each	1
g) Loss of hearing – both ears	50
h) Loss of hearing – one ear	15
i) Loss of Speech	50
j) Loss of four fingers and thumb of one hand	40

k) Loss of four fingers	35
l) Loss of thumb-both phalanges	25
m) Loss of thumb-one phalanx	10
n) Loss of index finger	
i. Three phalanges	10
ii. Two phalanges	8
iii. One phalanx	4
o) Loss of middle finger	
i. Three phalanges	6
ii. Two phalanges	4
iii. One phalanx	2
p) Loss of ring finger	
i. Three phalanges	5
ii. Two phalanges	4
iii. One phalanx	2
q) Loss of little finger	
i. Three phalanges	4
ii. Two phalanges	3
iii. One phalanx	2
r) Loss of Metacarpals	
i. First or second (additional)	3
ii. Third, fourth or fifth (additional)	2
s) Any other permanent partial disablement	% as assessed by Medical Practitioner appointed by us

## SECTION VIII: BAGGAGE INSURANCE

WHAT WE COVER	WHAT WE EXCLUDE
Accidental Loss of, destruction of or damage caused to personal baggage whilst being carried by You and/or Your family members anywhere in the world .	<ol style="list-style-type: none"> <li>1. Loss or damage due to cracking, scratching and/or breaking of lens or glass whether part of China clay, Marble or other articles of a brittle or fragile nature unless such loss or damage arises from an accident to a vessel, train, motor vehicle? or other mechanised vessel by which such baggage is conveyed.</li> <li>2. Loss or damage by or any process of cleaning ,dyeing ,repairing or restoring to which the baggage is subjected.</li> <li>3. Loss or damage caused by moth, mildew or vermin.</li> <li>4. Damage due to faults/defects existing at the commencement of this insurance and known to</li> </ol>

	<p>You , whether such faults/defects were known to Us or not and any willful act or negligence of You or Your employees</p> <ol style="list-style-type: none"> <li>5. Loss or damage caused by mechanical derangement or over winding watches and clock.</li> <li>6. Theft of unattended baggage or mysterious disappearance unless it is stolen from securely locked vehicle.</li> <li>7. Loss or damage whilst being conveyed by any carrier under contract of affreightment.</li> <li>8. Loss or damage to jewellery and valuables.</li> <li>9. Loss, destruction or damage caused by or arising from the leakage, spilling or exploding of liquid ,oils or materials of like nature or articles of dangerous and damaging nature.</li> <li>10. Any tour or travel within the municipal limits of the village, town or city where you permanently reside.</li> <li>11. Damage to money, securities, manuscripts, deeds, bonds, bills of exchange, promissory notes, stocks or share certificates, stamps and travelers cheques and the like</li> <li>12. Loss directly or indirectly occasioned by or happening through or in consequence of war, Invasion act of foreign enemy, hostilities (whether war be declared or not), Civil war, rebellion, revolution, insurrection, Military or usurped power, Confiscation, nationalisation, or any such action</li> <li>13. Loss or damage due to any action from Public Authority.</li> <li>14. Consequential loss of any nature</li> </ol>
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**Basis Of Settlement:**

1. In respect of partial losses where an insured article can reasonably be repaired or reinstated at a cost less than the replacement cost, we will indemnify You up to the Sum Insured in respect of the expenses necessarily and reasonably incurred to restore such item to its state immediately prior to the happening of the insured event.
2. In the case of a Total Loss, We shall indemnify You in respect of the restoration or replacement cost up to the Sum Insured., subject to the following :

a) Single article limit

Unless specifically and separately stated, our liability in respect of each article or pairs of articles shall not exceed (25%) of the total sum insured under this policy.

b) In the event of loss or damage to any article forming part of a pair or set, WE shall not be liable for more than the value of the particular part or parts which may be lost or damaged without references to any special value which such part or parts may have as forming a pair or set but in any event not exceeding a proportionate part of the sum insured in respect of the pair or set.

3. The claim shall be settled in India in Indian rupee

## SECTION IX: EMPLOYEE'S COMPENSATION

### SPECIFIC DEFINITIONS

**Injury** means physical bodily injury including death resulting from such injury arising out of an accident but does not include any mental sickness, disease, **Occupational Disease**, unless caused by such physical bodily injury.

**Occupational Disease** means any occupational disease or illness including but not limited to the diseases listed under Schedule III of the Employees' Compensation Act. 1923 contracted by an **Employee** due to employment in the **Business**.

**Wages** means the remuneration payable to an **Employee** by the **Insured** for the employment in the **Business** and includes any privilege or benefit which is capable of being estimated in money other than a travelling allowance or the value of any travelling concession or a contribution paid by the employer of an employee towards any pension or provident fund or a sum paid to an employee to cover any special expenses entailed on him by the nature of his employment;

**Employee or Employees** means such person or persons in direct employment under the **Insured** in the **Business**, but shall not include any person employed under a Contractor or Sub-Contractor of the **Insured** unless specifically shown as covered in the **Schedule and by an endorsement**.

Laws: The Policy covers Liability of the **Insured** under the following Law(s) shown as covered, subject to claim being otherwise admissible as per terms, conditions and exclusions of the Policy and subject to **Limit of Indemnity** as stipulated against each Law:



WHAT WE COVER	WHAT WE EXCLUDE
<p>If at any time during the Period of Insurance any Employee or Employees of the Insured shall sustain Injury by accident arising out of and in the course of his employment in the Business, for which the Insured is liable to pay compensation under any Law(s) specified in the Schedule, then the Company shall indemnify the Insured up to the Limit of Indemnity against all sums for which the Insured shall be so liable, including costs and expenses for defending any such claim incurred with the Company's consent under the following Laws.</p> <ol style="list-style-type: none"> <li>1. The Employee's Compensation Act 1923, and subsequent amendments of the said Act, prior to the date of the issue of Policy.</li> <li>2. The Fatal Accident Act 1855.</li> <li>3. Common Law</li> </ol> <p>It is hereby understood and agreed that the Workmen's Compensation (Amendment) Acts, of 1959 (8 of 1959, and 1962 (64 of 1962) and 1976 (65 of 1976) and 1984 (22 of 1984) and 1995 (30 of 1995) and 2000 (46 of 2000), 2009 Amendment Act (8 of 1923, 24 of 1989, and 35 of 1952,) and deemed to be added to the Laws set out in the Schedule to the Policy.            Provided always that in the event of any change in the law(s) or the substitution of other legislation thereof, this Policy shall remain in force but the liability of the Company shall be limited to such sum as the Company would have been liable to pay if the law(s) had remained unaltered</p>	<p>This Policy shall not cover liability of the <b>Insured</b>:</p> <ol style="list-style-type: none"> <li>a) For <b>Injury</b> caused to <b>Employee</b> by accident directly or indirectly caused by or arising from or in consequence of or attributable to war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, mutiny, insurrection, rebellion, revolution or military or usurped power, nuclear weapons material, ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.</li> <li>b) Accident occurring at any other place than the Place or Places of Employment specified in the <b>Schedule</b>, unless the <b>Employee</b> was at such other place whilst on duty for the purpose of the <b>Business</b> and on the directions of the <b>Insured</b> or any of its official authorized to exercise control and supervision over the <b>Employee</b>.</li> <li>c) For <b>Occupational Diseases</b> contracted by an <b>Employee</b> unless endorsed otherwise.</li> <li>d) For interest and/or penalty imposed on the <b>Insured</b> under any law or otherwise.</li> <li>e) Under any Law for medical expenses in connection with treatment of any</li> </ol>

	<p><b>Injury</b> sustained by an <b>Employee</b> unless endorsed otherwise</p> <p>f) For persons employed in the <b>Business</b> under a Contractor or Sub-Contractor of the <b>Insured</b> unless specifically covered in the <b>Schedule</b></p> <p>g) For <b>Injury</b> sustained by person whilst in the employ of the <b>Insured</b> otherwise than in the <b>Business</b> and/or who has is not declared for insurance under this Policy.</p> <p>h) Assumed by agreement which would not have attached in the absence of such agreement</p> <p>i) For any sum which the <b>Insured</b> would have been entitled to recover from any party but for an agreement between the <b>Insured</b> and such party.</p> <p>j) For any accident occurring whilst the <b>Employee</b> is under the influence of intoxicating liquor or drugs.</p> <p>k) For any incapacity or death of an <b>Employee</b> resulting from his/her deliberate self-injury or the deliberate aggravation of an accidental <b>Injury</b>.</p>
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**Limit of Indemnity :**

means the maximum amount of indemnity as specified in the **Schedule** that will be provided under this Policy by the Company in respect of

- a. Any particular claim by an **Employee** and
- b. All claims arising out of all accidents for any number of **Employees** during the **Period of Insurance**

## ENDORSEMENTS

### SECTION X: PUBLIC LIABILITY

**Definitions:**

**Defence Costs:**

Defence Costs means the expenses incurred by you or on your behalf, in the investigation or settlement or defence of a claim and shall include legal costs and disbursements.

WHAT WE COVER	WHAT WE EXCLUDE
<p>The Company will indemnify the Insured against his legal liability to pay Damages for civil claims of</p> <ol style="list-style-type: none"> <li>a. Bodily Injury or</li> <li>b. Property Damage</li> </ol> <p>arising out of,</p> <ol style="list-style-type: none"> <li>i. Insured's use, ownership or occupation of the Insured Premises for solely domestic purposes and caused by the negligent act, error or omission of the Insured, the Insured's Family or the Insured's Household Staff, however no indemnity is available hereunder for any liability that may be incurred under the Public Liability Insurance Act 1991 or any other statute or law based on no fault or strict liability, or for any civil claim brought by the Insured or his Family; and</li> <li>ii. his legal liability to pay compensation under the Fatal Accidents Act 1855, the Workmen's Compensation Act 1923 or any amendment thereto or under common law in respect of personal injury by accident or disease sustained, and</li> <li>iii. as the keeper and owner of domestic pets.</li> </ol> <p><b>Civil Law:</b> Where any deliberate act or any accidental error or omission adversely affects other people or their property, or affects them financially but no criminal offence has occurred, such legal proceedings will be based on Civil Law and not Criminal Law</p> <p><b>Criminal Law:</b> is mainly concerned with enforcing certain standards of behaviour on society and punishing those who fail to comply</p>	<p>No indemnity is available hereunder and no payment will be made by the Company for any claim directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following:</p> <ol style="list-style-type: none"> <li>i. any voluntarily assumed liability unless such liability would have attached to the Insured in the absence of such agreement;</li> <li>ii. any liability arising out of a deliberate, wilful or intentional act, error, omission, or non-compliance with any statutory provision;</li> <li>iii. liability arising out of the ownership, possession or use by or on behalf of the Insured or his Family or Household Staff of any motor vehicle for which compulsory insurance is required,</li> <li>iv. liability arising out of the ownership, possession or use by or on behalf of the Insured or his Family or Household Staff of any watercraft, hovercraft, air or spacecraft;</li> <li>v. any compensation for death of or bodily injury to any member of Insured Person's family and domestic employees or damage to property belonging to or in the custody of or control of Insured or Insured Person's family and domestic employees</li> <li>vi. any interest and/or penalty imposed on the Insured on account of his failure to comply with the requirements laid down under the Workmen's Compensation Act 1923 or any amendment thereto;</li> <li>vii. the transmission of any communicable disease or virus; occupation or business, trade or employment.</li> </ol>

<p>with the rules</p> <p><b>Household Staff:</b> means person employed by the Insured to carry out domestic duties at or in regard to the Insured premises, but does not include any persons employed in any capacity in relation to the Insured's trade or business</p> <p><b>Insured Premises:</b> means the property named in the Schedule so long as the use of the same is restricted to solely domestic purposes</p> <p><b>Bodily Injury/ Injury:</b> 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</p>	
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**SPECIAL CONDITIONS (Only for this Section)**

- 1) No claim shall be payable under this policy unless the cause of action arises in India and the liability to pay claim is not without legal recourse to you.
- 2) Only Indian Law shall be applicable.
- 3) Claims Series Clause: For the purpose of this Policy where a series of and/or several bodily injuries and/or property damages are attributable direct or indirectly to the same cause all such bodily injuries and/or property damages shall be added together and all such bodily injuries and/or property damages shall be treated as one claim and such claim shall be deemed to have been made at the point in time when the first of the claims was made in writing. There shall, however, be no coverage for claims made arising from one specific cause, which are made later than 3 years after the first claim of the series.
- 4) Extended Claim Reporting Clause: In the event of non-renewal or cancellation of this Policy, either by Us or by You, We will allow a time limit not exceeding 90 days from the date of expiry or cancellation of the Policy provided no insurance is in force during this extended reporting period of the same interest, for notification of claims for accidents which had taken place during the Period of Insurance but could not be made during the Policy Period, provided, however, all claims made during the extended reporting period shall be handled as if they were made on the last day of the expiring Policy Period and are subject to the limits of indemnity and the terms, conditions and exceptions of the Policy.
- 5) You shall give written notice to Us as soon as reasonably practicable of any claims made against you (or any specific event or circumstances that may give rise to a claim being made against you) and which forms the subject of indemnity under this Policy and shall give all such

additional information as We may require. Every claim, writ, summons or process and all documents relating to the event shall be forwarded to Us immediately on receipt by you.

6) We will have the right but in no case the obligations, to take over and conduct in Your name the defence of any claims and will have full discretion in the conduct of any proceedings and in the settlement of any claim and having taken over the defence of any claim may relinquish the same. All amounts expended by Us in the defence, settlement of payment of any claim will reduce the Limits of Indemnity, specified in the Schedule of the Policy.

In the event We, in Our sole discretion choose to exercise our right pursuant to this condition, no action taken by Us in the exercise of such right will serve to modify or expand in any manner, Our liability or obligations under this Policy beyond what Our liability or obligations would have been had we not exercised our rights under this clause.

7) In the event of liability arising under the Policy or the payment of a claim under this Policy, the Limit of Liability per any one Policy Period under this Section of this policy shall get reduced to the extent of quantum of liability to be paid or actual payment of such claim. Under no circumstances it shall be permissible to reinstate the aggregate Limit of Liability to the original level even on payment of extra premium.

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

#### **SECTION XI: FIDELITY GUARANTEE**

This section is applicable for only Cooperative Housing Societies (CHS)

##### **Definitions: (applicable to this Section only)**

1. **Limit of Indemnity:** It means the amount stated in the schedule which shall be our aggregate maximum liability under this Policy during the policy period.
2. **Retroactive Date:** It means the date specified in the **Policy Schedule** and, if none is specified, the commencement date specified for the Policy Period.

<b>WHAT WE COVER</b>	<b>WHAT WE EXCLUDE</b>
Loss of property or money as a direct result of employee dishonesty if: <ul style="list-style-type: none"> <li>• You are able to identify which employee is responsible</li> <li>• The employee dishonesty is committed within the retroactive period and during the course of the employment, provided that the policy has been renewed with Us continuously without break</li> <li>• First discovered during the period of</li> </ul>	a) Any loss caused by a particular employee that occurs after: <ul style="list-style-type: none"> <li>• You became aware of an act of employee dishonesty by that employee: or</li> <li>• You suspect that employee has committed an act of employee dishonesty</li> </ul> b) Any loss resulting directly or indirectly from trading in securities: whether in your name and whether in a genuine or fictitious

<p><b>insurance</b> or within 12 months of expiry/cancellation of the policy.</p> <ul style="list-style-type: none"> <li>• The loss is reported to the police immediately upon discovery</li> </ul>	<p>account</p> <ul style="list-style-type: none"> <li>c) Any act of employee dishonesty committed by a person whom you knew to be dishonest</li> <li>d) any consequential losses of any kind, be they by way of loss of profit, any loss not reflected in your books of account, loss of opportunity, business interruption, market loss, loss of gain or potential income or gain which should have accrued to you (including but not limited to interest and dividends), or otherwise;</li> <li>e) any legal liability of any kind</li> <li>f) any fraudulent or dishonest act of an Employee not discovered within 12 months of the date upon which such Employee ceased to be an employee of the Insured for any reason;</li> <li>g) Any loss sustained before the retroactive date or more than 2 years before the date of first discovery, whichever may be later</li> </ul>
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**Extra Benefits:**

**Accountants costs**

If we agree to pay a claim we will reimburse you for fees payable by you to external auditors if they are reasonably and necessarily incurred to substantiate the claim.

The maximum amount payable under this item shall be limited to 5% of claim amount subject to a maximum of Rs 10,000/-

**Basis of Loss Payment**

1. If a loss is sustained by you as a result of the fraudulent or dishonest conduct of a named Employee and/or persons comprising a category of Employees and other employees, then our liability shall stand reduced in the same proportion as the number of named Employees

and/or categories of Employees bears to the number of employees involved in causing the said loss.

2. If a loss is sustained by you as a result of the fraudulent or dishonest conduct of a member/ members of a category of Employees, and the actual number of Employees in such category exceeds the number of employees noted in the Schedule against such category, then our liability shall stand reduced in the same proportion as the number of Employees in such category bears to the actual number of employees in such category. See suggested wording below

If a loss is sustained by you as a result of the fraudulent or dishonest conduct of any employee(s) and the actual number of total employees or employees in relevant category, as the case may be, exceeds the number of employees noted in the schedule, then our liability shall stand reduced in the same proportion as the number of Employees insured bears to the actual number of employees.

3. Any monies which, but for the dishonest or fraudulent conduct of the Employee concerned, would have been payable to such Employee by the Insured and any monies of such Employee with the Insured (or which may come into the custody, care or control of the Insured) shall be applied by the Insured, to the extent it is legally entitled to do so, against the amount payable by us in diminution or extinction of any loss.
4. In no event we shall be liable under this Policy for more than the actual cash value of money, bullion, travellers cheques, negotiable instruments, bearer bonds or coupons, stamps, cheques, bank or currency notes or similar instruments on the day upon which the loss is discovered.

**5. Claims Aggregation:**

All claims and losses resulting from one and the same fraudulent or dishonest act; or a series of fraudulent or dishonest acts arising out of or attributable to the same originating cause, source or event, shall be deemed to be one claim subject to a single Employee Sum Insured under this Policy.

**6. Employees**

No persons other than Employees shall be covered under this Policy unless and until a person's name or a category of employees has been notified in writing to us, any additional premium due

has been paid and our agreement to extend cover has been indicated by it issuing an endorsement confirming the addition of such employee or category as an Employee.

Normally FG policies exclude casual employees or employees not engaged in business/trade, is the intention to cover such employees also. This exclusion should be mentioned in the definition of employees, give a definition of employee in the beginning of the policy.

## **SECTION XII: PEDAL CYCLE PROTECTION**

<b>WHAT WE COVER</b>	<b>WHAT WE EXCLUDE</b>
<p>We shall indemnify You, for loss or Damage caused to pedal cycles belonging to You or Your family by an Insured event under Coverage “Section I” or “Section II”.</p>	<p>This section of the Policy does not indemnify You, for</p> <ul style="list-style-type: none"> <li>• Any loss or Damage caused whilst the pedal cycle is being used for hire or reward, racing or pace making, or outside India.</li> <li>• Any loss or Damage caused by overloading, strain or mechanical breakdown.</li> <li>• The Burglary or Theft of any accessories affixed to the pedal cycle unless the entire pedal cycle is stolen at the same time.</li> </ul> <p>All exclusions and conditions applicable to “Section I” or “Section II” is deemed to be incorporated hereunder.</p>

### **SPECIAL CONDITION**

The pedal cycle should be properly locked when left unattended.

### **Basis of Indemnity**

The indemnity in respect of the Pedal Cycles covered under this section will be on the basis of ‘Market Value’

### **Depreciation**

Claim payable will be reduced by depreciation calculated at 20% per annum from the date of manufacture, subject to maximum depreciation of 80% of the replacement cost.



### SECTION XIII: GOLF KIT PROTECTION

#### Definitions: (applicable to this Section only)

1. **Golf Kit:** means the various items that are used to play the sport of golf. The equipments would include the golf ball, clubs, golf bag, club head covers, or any other tool that aids in the process of playing a stroke or in some way enrich the playing experience.

WHAT WE COVER	WHAT WE EXCLUDE
<p>We shall reimburse You, by payment or at its option by repair reinstatement or replacement against for any loss or Damage due to Insured perils (under Section I and Section II of this Policy), to the Golf kit belonging to You, whilst in transit to or from or whilst in any recognised Golf Club House/Golf course within territorial limits or Your specified Insured Home</p>	<p>This section of the Policy does not indemnify You, for</p> <ul style="list-style-type: none"> <li>• Loss of the Golf Kit due to theft unless it has been reported to the police within 24 hours of the Insured / Insured Person becoming aware of the theft and a written police report being obtained in that regard.</li> <li>• Loss of the Golf Kit due to it being left unattended or forgotten by the Insured outside his/her Insured Home.</li> <li>• Loss or theft of the Golf Kit where there was no forcible and violent entry.</li> <li>• Aesthetic defects such as scratches on painted, polished or enamelled surfaces.</li> <li>• Loss or Damage caused by or resulting from wear or tear or deterioration.</li> </ul> <p>All exclusions and conditions applicable to “Section I” or “Section II” is deemed to be incorporated hereunder.</p>

#### Basis of Sum Insured and Indemnity

The indemnity in respect of the Golf Kit, and covered under this section shall be to the extent of the ‘Market Value’ of the property so lost/Damaged sustained

#### Depreciation

Claim payable will be reduced by depreciation calculated at 20% per annum from the date of manufacture, subject to maximum depreciation of 80% of the replacement cost.

#### **SECTION XIV: PET PROTECTION**

##### **Definitions: (applicable to this Section only)**

1. **Pet:** “Pet” means a domestic or tamed animal or bird and shall include dogs, cats, birds, fishes or other pets as declared by You and agreed by Us.
2. Age Group: From 3 Months upto 10 years (as certified by veterinary doctors)

##### **3. Identification**

Color Photographs of the pets from all sides with newspaper of Proposal date in same frame (Front, Back, Right, Left, Top)

OR

Color Photo of Microchip / RFID Tagging with the Identification Number clearly visible

<b>WHAT WE COVER</b>	<b>WHAT WE EXCLUDE</b>
Under this Section, We shall subject to the terms, exceptions and conditions contained under Section I and Section II (of this Policy) provide You compensation for the accidental death or theft of Your legally owned Pet/s.	<p>This section of the Policy does not indemnify You, for</p> <ol style="list-style-type: none"> <li>a) Intentional killing whether by or under the order of any government or public authority or any person or body having jurisdiction in the matter except where a pet suffers an accident and the resultant injury and suffering is incurable and so excessive that immediate destruction is imperative for humane reasons provided a qualified veterinary surgeon appointed by Us shall first have certified so.</li> <li>b) Death directly or indirectly caused by, happening through or in consequence of: <ul style="list-style-type: none"> <li>• any surgical operation unless conducted by a qualified veterinary surgeon and certified by him to have been necessitated solely by accident and to have been carried out in an attempt to preserve the pet’s life.</li> </ul> </li> </ol>

	<ul style="list-style-type: none"> <li>• malicious or wilful injury whether or not caused by the You or Your family.</li> <li>• confiscation or requisition by or under the order of any government or public authority or any person or body having or claiming jurisdiction in the matter.</li> </ul>
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**SPECIAL CONDITIONS (applicable to this Section only)**

If a pet is operated upon for castration or spaying, cover under this Section shall cease immediately prior to the day of operation. No liability will attach unless

1. at the commencement of the insurance You are the sole owner of each pet. (Cover under this Section shall cease the moment You sell it or parts with it permanently, and cover is automatically suspended for any duration when You have parted with it temporarily.)
2. the pet remains within India.
3. You, at all times, provide proper care and attention for each pet.
4. in the event of an accident, You immediately, at Your own expense, consults a qualified veterinary surgeon and shall, if required by Us, allow removal for treatment.
5. in the event of death of a pet, You immediately, at Your own expense, arranges for a post-mortem and autopsy examination by a qualified veterinary surgeon.
6. in the event of loss of a pet due to theft, You should lodge a complaint with the Police within 24 hours and take all necessary measures to try to locate the pet, including placing an advertisement in a major daily newspaper.
7. Our liability shall be conditional upon Your warranty that at the commencement of this Policy, each Pet insured is of sound health and free from any illness, disease, lameness, injury or physical disability.
8. In any claim or in any action suit or proceeding to enforce a claim for death of a pet under this Section, the Insured has to prove that the death does not fall under any of the exclusions above and has to submit the Death certificate.

All exclusions and conditions applicable to “Section II ” is deemed to be incorporated hereunder.

**Basis of Sum Insured and Indemnity**

The indemnity in respect Your Pet covered under this section shall not exceed an amount as mentioned in the Policy Schedule for each pet

**GENERAL CONDITIONS (Applicable to all Sections of this Policy except to the extent specified under any section)**

**1. Notice:**

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

**2. Reasonable care:**

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

**3. Alteration of Risk:**

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

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

**4. Mis-description:**

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

**5. Claims Reporting:**

**A) Claims Procedure:**

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

- (a) Take steps to minimize the Damage and protect /safe guard damaged property from further loss or damage.
- (b) Intimate Us as soon as reasonably possible, but in any event within 15 days of the date of the incident.  
However, in respect of loss or damage under Section 2 (Burglary) and Section 3 (All Risk) , the loss must be reported within 24 hours of the happening of any insured event.
- (c) Lodge complaint with the local police immediately in the event of Burglary, Riot, Strike and Malicious Damage.
- (d) Take all reasonable steps to recover any property which has been lost
- (e) Make no admission or offer payment or indemnify, without Our written consent
- (f) Provide without expense to Us, all proofs, certificates, evidence, assistance or information which We may reasonably require

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

- a. Duly completed Claim form
- b. Copy of First Information Report
- c. Estimate of loss / repairs
- d. Invoice/ Bills/Receipts
- e. Fire Brigade Report in respect of fire claims.
- f. Any other details/documents called for a specific loss

**Rights and Responsibilities:**

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

The powers conferred by this condition shall be exercisable by 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.

**B) Basis of Claim Settlement:**

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

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

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

Unless otherwise expressly stated in particular section, if the value of the insured property shall at the time of any insured event be collectively of greater value than the sum insured thereon then you shall be considered as your own insurer of the difference and shall bear a rateable proportion of the loss or damage. Each item if more than one shall be separately subject to this condition.

### **1. Cancellation**

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

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

<b>Period Expired</b>	<b>Premium to be retained</b>
Upto 1 month	25% of annual premium
Above 1 month and upto 3 months	50% of annual premium
Above 3 months and upto 6 months	75% of annual premium
Above 6 months	100% of annual premium

### **7. Fraud**

If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof or if any fraudulent means or devices are used by You or anyone acting on Your behalf

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

#### **8. Contribution:**

If at the time of any loss or damage happening to any property hereby insured there be any other subsisting insurance or insurances, whether effected by You or by any other person on Your behalf covering the same property We shall not be liable to pay or contribute more than its rateable proportion of such loss.

#### **9. Subrogation:**

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

#### **10. Arbitration**

The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996. (This clause does not apply to policies bought by individuals)

#### **11. Disclaimer Clause**

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

#### **12. Geographical Limits**

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

#### **12. Notices and Claims**

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

#### **13. Co-insurance Clause**

1. It is hereby declared and agreed that insurers named hereunder severally agree and accept the following for the proportion set against its name:

1.1. In event of any claim being admissible by the insurer towards the liability, to pay or make good to the insured the value of the property at the time of the happening of its loss or destruction or the amount of such damage thereto as provided for under the policy and or

1.2. To indemnify the insured against liability at law or damage to any property or injuries to persons as provided for under the policy

2. Coinsurance Schedule: As specified in the schedule

SN	Name of the Insurer	Share (%)
	(Lead Insurer)	
	(Co-insurer)	
	(Co-insurer)	
	(Co-insurer)	
	(Co-insurer)	

3. Conditions forming part of this clause

It is hereby agreed and understood that:

3.1. The Insured in exercise of his option has after having understood the implications, selected the above-named lead Insurer and the named Co-insurers

3.2. The duties of insured would devolve upon the authorized intermediary licensed by IRDA (referred to as authorised representative here after) where the insured appoints such authorized intermediary to transact on his behalf with the insurer/s.

3.3. It shall be the responsibility of the insured or his authorised representative licensed by IRDA to decide on the panel of co-insurers and their respective shares of the risk herein as set out in coinsurance share under paragraph 2 above and communicate the same to all such participating co-insurers, prior to assumption of risk.

3.4. The lead Insurer shall finalise the terms and conditions applicable to the risk in the form of an underwriting slip with a unique code to be handed over to the Insured/Authorised intermediary

3.5. It shall be the responsibility of the insured or his authorized representative to ensure that all insurers listed in the coinsurance schedule under paragraph 2 above, are fully aware of the terms



and conditions of this policy and shall secure their unqualified acceptance of such terms and conditions prior to issuance of cover and inclusion of names of insurers in this coinsurance arrangement.

3.6. During the currency of the policy, if there are any material changes in risk or as changes in original terms and conditions such as variation in Sum Insured, changes in premium charged, extension of policy period, etc., the same shall be communicated by the insured or his authorised representative giving sufficient advance notice of 7 days to the leader as well as all other participating co-insurers listed in the coinsurance schedule under paragraph 2 above and procure confirmation thereon. The endorsement to this effect shall be executed by the lead insurer under advice to all other participating co-insurers.

3.7. The liability of the insurers shall in no case exceed in respect of each item of the sum expressed in the set schedule to be insured thereon or in the all, the total sum insured hereby or sums as may be substituted thereof by endorsement.

3.8. In the event of any of the insurers, chosen by the Insured as per paragraph above and listed in the coinsurance schedule, withdrawing from participation in this Policy at any time during its currency after giving due notice of 14 days, the insured shall arrange for an alternative insurer to take up the full share of risk vacated by the existing insurer. In the event of insured failing to do so, the insured shall be considered as his own insurer for such share of risk or part thereof which is not taken up by such alternative co-insurer.

3.9. In the event of a claim under this policy, the insured shall give notice of its occurrence to the Lead Insurer with a copy to all the insurers as listed in clause 2 above.

3.10. Upon receipt of such notification of claim, all claim related activities including appointment of surveyors, etc shall be done by the lead insurer who shall decide the admissibility as well as quantum of the claim and the co-insurers shall abide by the same.

3.11. In the event of claim being value of more than 5 crores the lead insurer can immediately demand and the following co-insurer shall pay the cash call of their proportionate share of loss.

3.12. In all other cases, where the Lead Insurer pays 100% of the assessed loss, the following coinsurer/s shall remit their share of the loss to the Lead Insurers within a maximum period of 21 days from the date on which the Lead Insurer makes the demand.

Lead Insurer's declaration that the Claim and the amount thereof was in accordance with terms and conditions of the Policy issued shall be considered sufficient by the co-insurers for the purpose of remitting their share of the loss to the Lead Insurer.

3.13. The co-insurers forming part of this agreement shall be entitled to demand and obtain from the Lead insurer/Intermediaries copies of all policies, endorsements or other claim related documents relevant to this coinsurance clause.

In witness, whereof, this policy has been signed by Universal Sampo General Insurance Company (Lead Insurer) for itself and as authorized agents for other participating insurers named herein

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

## **GENERAL EXCLUSIONS (Applicable to all Sections of this Policy)**

### **1. Radioactive Contamination:**

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

(a) Ionizing radiation or radioactive contamination from nuclear fuel or nuclear waste arising from burning nuclear fuel; or

(b) The radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment.

### **2. War Risks:**

Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributing cause or event. War, invasion, act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power.

### **3. Sonic bangs:**

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

### **4. Pollution and/or Contamination:**

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

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

### **5. Gradually occurring losses**

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

## **6. Wilful Act**

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

## **7. Accidental External means**

Loss or damage caused by arising out of accidental external means except as specifically covered under respective Sections.

## **8. Consequential Losses**

Loss by delay, loss of market, loss of goodwill and / or any other consequential or indirect loss or damage not covered under Section I.

## **9. Public Authority Exclusion Clause**

- Loss , destruction or damage caused to the property insured by burning by order of any Public Authority
- Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority.

## **10. Liability**

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

## **GRIEVANCES**

If You have a grievance about any matter relating to the Policy, or Our decision on any matter, or the claim, You can address Your grievance as follows:

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

**Website:** [www.universalsompo.com](http://www.universalsompo.com)

**Toll free:** 1 - 800 - 224030 (For MTNL/BSNL Users) or 1 - 800 – 2004030

**E-mail:** [contactus@universalsompo.com](mailto:contactus@universalsompo.com)

**Courier:** Universal Sompo General Insurance Co. Ltd, Unit No- 601 & 602 A Wing, 6th Floor, Reliable Tech Park, Cloud City Campus; Thane- Belapur Road, Airoli- 400708

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

If Insured person is not satisfied with the redressal of grievance through one of the above methods, insured person may contact the grievance officer at [grievance@universalsompo.com](mailto:grievance@universalsompo.com)

For updated details of grievance officer, kindly refer the link [www.universalsompo.com](http://www.universalsompo.com)

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

### 1. Consumer Affairs Department of IRDAI

- a. In case it is not resolved within 15 days or if You are unhappy with the resolution You can approach the Grievance Redressal Cell of the Consumer Affairs Department of IRDAI by calling Toll Free Number **155255 (or) 1800 4254 732** or sending an e-mail to [complaints@irdai.gov.in](mailto:complaints@irdai.gov.in). You can also make use of IRDAI's online portal - Integrated Grievance Management System (IGMS) by registering Your complaint at [igms.irda.gov.in](http://igms.irda.gov.in).
- b. You can send a letter to IRDAI with Your complaint on a Complaint Registration Form available by [clicking here](#). You must fill and send the Complaint Registration Form along with any documents by post or courier to General Manager, Insurance Regulatory and Development Authority of India (IRDAI), Consumer Affairs Department - Grievance Redressal Cell, Sy.No.115/1, Financial District, Nanakramguda, Gachibowli, Hyderabad- 500032.
- c. You can visit the portal <http://www.policyholder.gov.in> for more details.

### 2. Insurance Ombudsman

You can approach the Insurance Ombudsman depending on the nature of grievance and financial implication, if any. Information about Insurance Ombudsmen, their jurisdiction and powers is available on the website of the Insurance Regulatory and Development Authority of India (IRDAI) at [www.irdai.gov.in](http://www.irdai.gov.in), or of the General Insurance Council at [www.generalinsurancecouncil.org.in](http://www.generalinsurancecouncil.org.in), the Consumer Education Website of the IRDAI at <http://www.policyholder.gov.in>, or from any of Our Offices.

**IRDAI Integrated Grievance Management System – <https://igms.irda.gov.in/>**

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

Areas of Jurisdiction	Office of the Insurance Ombudsman
<b>Gujarat, Dadra &amp; Nagar Daman and Diu.</b>	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: <a href="mailto:bimalokpal.ahmedabad@cioins.co.in">bimalokpal.ahmedabad@cioins.co.in</a>
<b>Karnataka.</b>	BENGALURU

		Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in
<b>Madhya Chattisgarh.</b>	<b>Pradesh</b>	<b>BHOPAL</b> 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: <a href="mailto:bimalokpal.bhopal@cioins.co.in">bimalokpal.bhopal@cioins.co.in</a>
<b>Odisha</b>		<b>BHUBANESHWAR</b> Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@cioins.co.in
<b>Punjab, Haryana, Himachal Jammu &amp; Chandigarh.</b>	<b>Pradesh, Kashmir,</b>	<b>CHANDIGARH</b> 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@cioins.co.in
<b>Tamil Pondicherry Karaikal (which Pondicherry).</b>	<b>Town and Nadu, are part of</b>	<b>CHENNAI</b> 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@cioins.co.in
<b>Delhi.</b>		<b>DELHI</b> Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@cioins.co.in
<b>Assam, Meghalaya, Manipur, Mizoram, Arunachal Nagaland and Tripura.</b>	<b>Pradesh,</b>	<b>GUWAHATI</b> Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(Assam). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in
<b>Andhra</b>	<b>Pradesh,</b>	<b>HYDERABAD</b>

<b>Telangana, Yanam and part of Territory of Pondicherry.</b>	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 - 67504123 / 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@cioins.co.in
<b>Rajasthan.</b>	<b>JAIPUR</b> Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@cioins.co.in
<b>Kerala, Lakshadweep, Mahe-a part of Pondicherry.</b>	<b>ERNAKULAM</b> Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@cioins.co.in
<b>West Bengal, Sikkim, Andaman &amp; Nicobar Islands.</b>	<b>KOLKATA</b> Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, Kolkata - 700 072. Tel.: 033 - 22124339 / 22124340, Fax : 033 - 22124341 Email: bimalokpal.kolkata@cioins.co.in
<b>Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabinagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.</b>	<b>LUCKNOW</b> Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331, Fax: 0522 - 2231310 Email: bimalokpal.lucknow@cioins.co.in
<b>Goa, Mumbai Metropolitan Region excluding Navi Mumbai &amp; Thane.</b>	<b>MUMBAI</b> Office of the Insurance Ombudsman, 3 <sup>rd</sup> Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 /

	26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@cioins.co.in
<b>State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.</b>	NOIDA Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddha Nagar, U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in
<b>Bihar, Jharkhand.</b>	PATNA Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in
<b>Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.</b>	PUNE Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@cioins.co.in

### **Information about Us**

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