

# HOUSE HOLDER'S INSURANCE POLICY PROSPECTUS

#### **INTRODUCTION**

House Holder's Insurance policy is a package product that provides coverage against loss or damage to the building, contents of a single House or all the Houses in a Cooperative Housing Society (CHS), as well as protect the Householder's/CHS against third party claims that may arise in respect of bodily injury, death or property damage. Overall, the product provides coverage for various needs of a householder.

### WHO CAN TAKE THIS POLICY

You can purchase the Home Building Cover if You own or are a tenant of the Home Building and You are liable for insurance. You can also purchase Home Contents cover for articles or things in Your home.

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

# 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.

Word /s	Specific meaning	
Accident	Accident means a sudden, unintended fortuitous, visible and external event.	
Bank	A bank or any financial institution	
Carpet Area	1. for the main building unit of Your Home, it is the net usable floor area, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but including the area covered by the internal partition walls of the residential unit;  2 for any enclosed structure on the same site, it is the net usable floor area of such structure; and  3 for any balcony, verandah area, terrace area, parking area, or any enclosed structure that is part of Your Home, it is 25% of its net usable floor area.	
Commencement Date	It is the date and time from which the insurance cover under this Policy begins. It is shown in the Policy Schedule.	



Cost of Construction	The amount required to construct Your Home Building at the Commencement Date.  This amount is calculated as follows:  a.For residential structure of Your Home including Fittings and Fixtures:  Carpet Area of the structure in square metres X Rate of Cost of Construction at the Commencement Date. The Rate of Cost of Construction is the prevailing rate of cost of construction of Your Home Building at the Commencement Date as declared by  You and accepted by Us and shown in the Policy schedule.  b. For additional structures: the amount that is based on the prevailing rate of Cost of Construction at the
	Commencement Date as declared by You and accepted by Us.
Endorsement	A written amendment to the Policy that We make (additions, deletions, modifications, exclusions or conditions of an insurance Policy) which may change the terms or scope of the original policy.
Excess/Deductible	The amount stated in each section in the Schedule, which shall be borne by you first in respect of each and every claim made under this Policy. Our liability to make any payment under the Policy is in excess of the Excess/Deductible.
Family	Family means your spouse and dependant children if ordinarily residing with you.
Home Contents	Those articles or things in Your Home that are not permanently attached or fixed to the structure of Your Home. Home Contents may consist of General Contents and/or Valuable Contents.
General Contents	General Contents are all the contents of household use in Your Home, e.g., furniture, electronic items and goods, antennae, solar panels, water storage equipment, kitchen equipment, electrical equipment (including those fitted on walls), clothing and apparel and items of similar nature.
Valuable Contents	Valuable Contents of Your Home consist of items such as jewellery, silverware, paintings, works of art, antique items, curios and items of similar nature.
Insured	The Person/s who has/have purchased Insurance Cover under this Policy.



Insured Property	Your Home Building and Home Contents, or any item of property covered by this Policy.	
Kutcha Construction	Building(s) having walls and/or roofs of wooden planks/thatched leaves and/or grass/hay of any kind/bamboo/plastic cloth/asphalt/canvas/tarpaulin and the like.	
Market Value	This is the basis of Sum Insured for household goods other than electrical, mechanical and electronic machines/gadgets under this policy. Market value for household goods means the procurement value of goods from the same or similar source at the time of damage or Loss less appropriate depreciation	
Permanent Furniture, Fixtures & Fittings	Permanent furniture, fixtures and fittings include false ceiling glass /wooden partitions, wooden/steel cupboards fixed to the walls, electrical tube lights and fans only.	
Policy Period	Policy period means the period commencing from the effective date and time as shown in the Policy Schedule and terminating at Midnight on the expiry date as shown in the Policy Schedule or on the termination of or the cancellation of insurance as provided for in Clause G (III) of this Policy, whichever is earlier.	
Policy Schedule	The document accompanying and forming part of the Policy that gives Your details and of Your insurance cover, as described in Clause A (3) of this Policy.	
Premium	The premium is the amount You pay Us for this insurance. The Policy Schedule shows the amount of premium for the Policy Period and all other taxes and levies.	
Proposal	The application form you sign for this insurance and/or any other information you give to us or which is given to us on your behalf.	
Pucca Construction	Construction other than Kutcha Construction.	



	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.		
ouse	Your wife or husband.		
m Insured	The amount shown as Sum Insured in the Policy Schedule		
	and as described in Clause C (4) and Clause D (2) of this		
	Policy. It represents Our maximum liability for each cover or		
	part of cover and for each loss.		
tal Loss	A situation where the Insured Property or item is		
· <b>u</b> · <b>10</b> 00	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.		
lvage	Salvage means the amount that is assessed which the		
	damaged asset will fetch in the open market. The amount is		
	deducted from the claim amount.		
e, Us, Our, Insurer	Universal Sompo General Insurance Company that has		
	provided Insurance Cover under this Policy; of the		
	Company.		
u, Your, Insured	The Insured Person/s who has/have purchased		
	Insurance Cover under this Policy; of such Insured Person/s.		
ur Home Building	Your Home Building is a building consisting of a residential		
	unit, having an enclosed structure and a roof, basement (if		
	any) and used as a dwelling place described in detail as		
	per Clause C (2) of this Policy.		

#### **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.

	Column A- What we Cover	Column B- What we Exclude
	We cover physical loss or damage, or destruction caused to the Insured Property by	We do not cover any loss or damage, or destruction caused to the Insured Property
1.	Fire	caused by burning of Insured Property by order of any Public Authority.
2.	Explosion or Implosion	-
3.	Lightning	-
4.	Earthquake, volcanic eruption, or other convulsions of nature	-
	*Customer can opt to delete this cover in lieu of which discount will be allowed in the premium.	



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5.	Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Tsunami, Flood and Inundation *Customer can opt to delete this cover in lieu of which discount will be allowed in the premium.	_
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) *Customer can opt to delete this cover in lieu of which discount will be allowed in the premium.	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.

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#### 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:
- 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

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- 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.
- of shall be follows: Sum Insured for The amount lost rent calculated as 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.

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# 3. What We pay

- If the General Contents of Your Home are physically damaged by any Insured Event, We will at Our option,
- 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  $\stackrel{?}{\sim}$  5 Lakh (Rupees Five Lakh) and Individual item value does not exceed  $\stackrel{?}{\sim}$  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.

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# 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 ommission, 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.
- 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

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#### 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
- 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.

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# (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 of the Policy

You can cancel the policy at any time during the term, by informing the Company. In case you want to cancel the policy, you are not required to give reasons for cancellation

In such case of cancelation, the Company will refund proportional premium for unexpired policy period and there is no claim(s) made during the policy period

The Company can cancel the policy only on the grounds of established fraud, by giving minimum notice of 7 days to the retail policyholder.

## 2. 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.

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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

The claim would be admissible as per the coverages and the exclusions mentioned in the policy wordings

# 1. Claim Intimation

In the event of any circumstances likely to give rise to a claim insured must follow the following.

- a. Reporting and Lodging of complaint with the local police immediately for the loss due to Terrorism /Burglary / Theft / involvement of any third party / injury or casualty/ malicious act.
- **b.** Take all reasonable steps within the insured's power to recover / minimize the extent of the loss or damage.
- c. Intimate us as soon as reasonably possible. Notice of claim and registration shall be done at our Toll Free Number: 1800-22-4030 or 1800-200-4030, alternatively you can notify your claim by sending mail to <contactclaims@universalsompo.com>.
- d. While notifying your claim, please share your
  - 1) policy number under which you prefer to lodge your claim,
  - 2) date of loss,
  - 3) place of loss,
  - 4) cause of loss
  - 5) estimate of your loss.
  - 6) Details of contact person with mobile no. and e- mail ID.
- **e.** Preserve the damaged or defective parts / items / assets and make them available for inspection by an official of the insurance company or surveyor /investigator appointed.
- **f.** Furnish all such information / proofs and documentary evidence as the surveyor / insurance company may require processing your claim.

Followed by notification of a claim, insured is expected to follow the following procedures.

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- **a.** Insured shall do all possible loss minimization activity to reduce further loss or aggravation of loss.
- **b.** Insured shall not dispose / throwing away /selling / destroying any of damaged item/salvage before inspection of loss by insurer/surveyor been appointed.
- c. Insured shall furnish all necessary documents/photographs/videos and proof / evidence in relevant to their claim to surveyor / insurance company to establish their loss.
- **d.** Insured shall not offer promise or assurance to any third party for their loss arising out of this incident.
- **e.** After receipt of all necessary claim documents, re-instatement bills and payment proofs, claim working with surveyor observation would be shared to insured by surveyor / insurance company for their understanding and concurrence.
- **f.** Based on the final surveyor report, claim preferred by insured would be processed and concluded for settlement.
- g. Post notification of a claim, Insured would be followed for the basic settlement documents or clarification on the discrepancy observed on the basic settlement documents. In spite of our best effort, if insured fails to respond for the basic details within the defined time limit, the claim preferred by insured would be repudiated as "Loss was not established"

# Basic documents to be submitted by insured for claim settlement (To be submitted by insured after reporting of loss)

- a. Claim Form Duly filled and signed by insured
- **b.** Copy of FIR (First Information Report) for the loss estimated above ₹50,000/- caused under theft, burglary or by malicious act or by third party.
- c. Estimate of loss.
- **d.** Proof of ownership on the assets been insured. (Purchase invoice / bill or contract of right over the assets been held / used). This may not be required, if the same was submitted during inception of this policy or respective item was identified and specified in the policy.
- **e.** Service engineer's / builder's report / quotation/ observation/ recommendation.
- **f.** Police final report. (Not required for claim estimated up to ₹50,000/-).
- g. Re-instatement bills and payment proofs. (In case of re-instatement)

# Turn Around Time (TAT) for claims settlement (excluding policies issued on the property/ building on reinstatement basis)

- **a.** The Surveyor shall be appointed within 24 hours from the intimation.
- **b.** The surveyor to share the Letter of requirement within 02 days from the date of his visit to the loss premises.
- **c.** The Surveyor shall share its reminders emails/letter after 05 days from the date of last mail in case the documents has not been submitted.
- d. The Insurance Company to obtain survey report within 15 days from the date of appointment.
- **e.** Post receipt of survey report insurance company to conclude the case within 07 days of receipt of survey report.

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#### • Escalation Matrix

Level 1 - contactclaims@universalsompo.com

Level 2 - grievance@universalsompo.com

Level 3 - gro@universalsompo.com

# 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,
  - You must not sell, give away or dispose of any damaged items of any property for which You are making a claim;
  - 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

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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.
- e. Below Warranty will be applied in case multiple policies involving Bank or other lending or financing entity

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Warranted that in case there is more than one insurance policy issued to the customer/policyholder covering the same risk, contribution clause stands deleted. Underinsurance will be applied on an overall basis taking into consideration the sum insured under all policies and comparing it with the value at risk

# 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

- 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.

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# Clause J. Other Details

#### 1. Notices

- 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.

# 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

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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

Loss or damage of your contents and stocks at insured premises caused by one or more of the following events:

- Actual forcible and violent entry to or exit from that part of the building occupied by you at the premises.
- 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.

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 10000/- only

# WHAT WE EXCLUDE

- 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
- Valuables and cash in safe, unless specifically covered in the Schedule
- Loss or damage of motor vehicles, trailers unless shown in the schedule
- Loss or damage in which you, your employees or any other person lawfully on or about your premises is or is alleged to be in any way concerned or implicated
- Loss or damage resulting from an act of Riot, Strike, Malicious Damage.
- Terrorism
- Damage to glass and sign boards
- Live-stock
- 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.
- Contents from the safe following the use of a key to gain access to the safe, or

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any duplicate thereof belonging to you
unless such key has been obtained by
aggressive or violent means.
Any consequential loss or legal liability

#### **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**

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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 insrer(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
Loss or Damage to interest insured by any accidental & fortuitous causes, unless specifically excluded, during the period of insurance	inherent defect, wear and tear, gradually

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Limit of Liability: - Our maximum liability in respect of each item shall be the sum insured, as specified in the policy schedule.

#### 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.

- iii) Over winding denting or internal damage of watches or clocks.
- iv) Mechanical or Electrical derangement/ breakdown of any article unless caused by accidental external means.
- v) Fire arms by rusting, bursting.
- vi) Damage due to cracking or scratching of interests such as but not limited to household goods, foodstuff, domestic appliances, crockery, glass etc.
- vii) Loss due to theft from any unattended vehicle.
- viii) Loss due to theft in connivance with you or your family
- 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.
- x) Any living creature.
- xi) 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
- xii) Loss or damage due to any action from Public Authority.

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- xiii) Nuclear and nuclear group of perils.
- xiv) Consequential loss of any nature

# **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.

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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 1. Any sudden, unforeseen, accidental loss or 1. Breakage or damage during removal, damage to Plate Glass/Neon Signs/Glow alteration and repairs carried out at Your Signs. premises 2. Damage to frame and framework of any 2. Scratching other than the fracture extending description following breakage of Glass through the entire thickness of Plate Glass and/or Neon Boards/glow signs subject to 3. Damage or breakage to Plate Glass or Neon Signs, Glow Signs which are not specified under policy schedule. 3. Following breakage of Glass, the cost of securely fixed. lettering, painting, 4. Any loss or damage caused willfully by You embossing, silvering or any other ornamental work on or Your Employees, or any loss or damage the replacement Glass, provided that such in which You or any person acting on Your costs have been included in the Sum Insured behalf is or is alleged to be involved or of the Glass under this Section. implicated. 5. Any loss or damage for which manufactures or supplier is responsible. 6. Any costs incurred in connection with the elimination of electrical /mechanical breakdown/ failures unless such failures were caused by an indemnifiable event 7. Loss or damage caused by sun, rain, hail or climatic atmospheric conditions, or depreciation, wear & tear deterioration. 8. Fusing or burning out of bulbs and/or tubes howsoever caused

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#### **SECTION V: MACHINERY BREAKDOWN**

#### WHAT WE COVER

NOW THIS POLICY OF INSURANCE WITNESSETH that subject to the terms, exceptions, exclusions, provisions 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 anycause 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 the aggregate in any one period of Insurance the Sum Insured set against such item in the attached schedule(s), unless the Insured under such item is reinstated after occurrence of a claim for balance period.

#### WHAT WE EXCLUDE

1. Loss, damage and/or liability caused by or arising from or in consequence, directly or indirectly of fire including extinguishments of а fire clearance of debris and dismantling necessitated thereby smoke, soot, substance, aggressive lightning explosion of any kind (other than bursting or disruption of turbines, compressors, cylinders of hydraulic cylinders engines, flywheels or other apparatus subject centrifugal force, internal pressure) theft, collapse of building, landslide, subsidence, 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

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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.

- 2. Accident Loss/damage and/or liability resulting from overload experiments or tests requiring imposition of abnormal conditions.
- 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.
- **4.** Deterioration of or wearing away or wearing out of any machine caused by or naturally resulting from normal use or exposure.
- 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.
- 6. Liability assumed by the insured by agreement unless such liability would have attached to the insured not withstanding such agreement.
- 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.
- 8. Loss of use of the Insured's plant or property or any other consequential loss incurred by the Insured.
- 9. Loss, damage and /or liability due

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to explosion in chemical recovery, Boilers, other than pressure explosion for eg. Smelt, chemical, ignition, Explosion etc.

**10.**Loss, damage and/or liability caused by or arising from or in consequence, directly of:

a) War, invasion, Act of foreign enemy, Hostilities or war like operations (Whether war be declared or not). Civil war, rebellion, revolution, Insurrection, Mutiny, Lockout Malicious Riot, Strike, and 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, Destruction or damage by order of any Government de jure or de facto or by any Public, Municipal or Local Authority.

# (b) Nuclear reaction, nuclear radiation or radioactive contamination.

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

The Company shall not be liable for: -

- 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

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- 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.

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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 Provision1 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 insists 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

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- and/or personnel outside the territorial limits of India other than the cost of delivery of replacements for machinery lost or damaged.
- 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**

# This sub-section covers all Electronic equipments like Computers, Medical, Biomedical, Microprocessors; 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.

The Company hereby agrees with the insured (subject to the exclusions & 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

# **WHAT WE EXCLUDE**

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.

The Company shall not, however, be liable for -

- 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;
- b) loss or damage caused by any faults or defects existing at the time of

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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 manner necessitating repair or replacement, the Company will indemnify the Insured in respect of such loss damage as provided by payment in cash, hereinafter 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.

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;

- 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
   deterioration due to atmospheric
   conditions;
- 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;
- 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;
- f) loss or damage for which the manufacturer or supplier of the insured items is responsible either by law or under contract;
- 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;
- h) consequential loss or liability of any kind or description;
- 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

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any operating media (e.g. lubricating oil, fuel, chemicals);

 j) aesthetic defects, such as scratches on painted polished or enamelled surfaces.

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 to the insured items.

#### 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

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General Insurance

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



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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

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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
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.	<ul> <li>Compensation under more than one of the benefits mentioned in Table of Benefits in respect of same Period of disablement.</li> </ul>
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)	<ul> <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> </ul>
	<ul> <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> </ul>
	• The Company shall not be liable to make any payments under this policy in respect of:
	a) natural Death
	b) from intentional self-injury unless in self-defense or to save life, suicide or attempted suicide.
	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.
	d) whilst engaged in any adventurous

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sports and/or hazardous activities.

- e) committing any breach of law with criminal intent.
- f) participation in any naval, military or air force operations.
- 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 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.
- h) Consequential loss of any kind and/or any legal liability
- 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 selfsustaining process of nuclear fission) of nuclear fuel
- The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

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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	
I) 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 Practioner	
	appointed by us	

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# **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.	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.  2. Loss or damage by or any process of cleaning ,dyeing ,repairing or restoring to which the baggage is subjected.  3. Loss or damage caused by moth, mildew or vermin.  4. Damage due to faults/defects existing at the commencement of this insurance and known to You , whether such faults/defects were known to Us or not and any willful act or negligence of You or Your employees  5. Loss or damage caused by mechanical derangement or over winding watches and clock.  6. Theft of unattended baggage or mysterious disappearance unless it is stolen from securely locked vehicle.  7. Loss or damage whilst being conveyed by any carrier under contract of affreightment.  8. Loss or damage to jewellery and valuables.  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.  10. Any tour or travel within the municipal limits of the village, town or city where you permanently reside.  11. Damage to money, securities, manuscripts, deeds, bonds, bills of exchange, promissory notes, stocks or share certificates, stamps and travelers cheques and the like  12. Loss directly or indirectly occasioned by or happening through or in consequence of war, Invasion act of foreign enemy, hostilities (whether

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war be declared or not), Civil war, rebellion,
revolution, insurrection, Military or usurped
power, Confiscation, nationalisation, or any such
action
13. Loss or damage due to any action from Public
Authority.
14. Consequential loss of any nature

# **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.

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**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**

# 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.

- The Employee's Compensation Act 1923, and subsequent amendments of the said Act, prior to the date of the issue of Policy.
- 2. The Fatal Accident Act 1855.

# WHAT WE EXCLUDE

This Policy shall not cover liability of the **Insured**:

- a) For **Injury** caused to **Employee** 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.
- b) Accident occurring at any other place than the Place or Places of

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#### 3. Common Law

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

Employment specified in the **Schedule**, unless the **Employee** was at such other place whilst on duty for the purpose of the **Business** and on the directions of the **Insured** or any of its official authorized to exercise control and supervision over the **Employee**.

- c) For **Occupational Diseases** contracted by an **Employee** unless endorsed otherwise.
- d) For interest and/or penalty imposed on the **Insured** under any law or otherwise.
- e) Under any Law for medical expenses in connection with treatment of any Injury sustained by an Employee unless endorsed otherwise
- f) For persons employed in the **Business** under a Contractor or Sub-Contractor of the **Insured** unless specifically covered in the **Schedule**
- g) For **Injury** sustained by person whilst in the employ of the **Insured** otherwise than in the **Business** and/or who has is not declared for insurance under this Policy.
- h) Assumed by agreement which would not have attached in the absence of such agreement
- For any sum which the **Insured** would have been entitled to recover from any party but for an agreement between

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the <b>Insured</b> and such party.
<ul> <li>j) For any accident occurring whilst the Employee is under the influence of intoxicating liquor or drugs.</li> </ul>
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> .

# **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
The Company will indemnify the Insured	No indemnity is available hereunder and no
against his legal liability to pay Damages for	payment will be made by the Company for any
civil claims of	claim directly or indirectly caused by, based on,

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- a. Bodily Injury or
- b. Property Damage

arising out of,

- 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
- 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
- iii. as the keeper and owner of domestic pets.

**Civil Law:** 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

**Criminal Law:** is mainly concerned with enforcing certain standards of behaviour on society and punishing those who fail to comply with the rules

**Household Staff:** 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

**Insured Premises:** means the property named in the Schedule so long as the use of the same is restricted to solely domestic purposes

**Bodily Injury/ Injury:** means accidental physical bodily harm excluding illness or disease solely and directly caused by

arising out of or howsoever attributable to any of the following:

- i. any voluntarily assumed liability unless such liability would have attached to the Insured in the absence of such agreement;
- ii. any liability arising out of a deliberate, wilful or intentional act, error, omission, or noncompliance with any statutory provision;
- 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,
- 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;
- 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
- 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;
- vii.the transmission of any communicable disease or virus; occupation or business, trade or employment.

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external, violent and visible and evident means which is verified and certified by a Medical Practitioner	

# **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

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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.

WHAT WE COVER	WHAT WE EXCLUDE				
Loss of property or money as a direct result of					
employee dishonesty if:	a) Any loss caused by a particular employee				
You are able to identify which employee is	that occurs after:				
responsible	You became aware of an act of employee				
The employee dishonesty is committed within	dishonesty by that employee: or				
the retroactive period and during the course	You suspect that employee has committed				
of the employment, provided that the policy	an act of employee dishonesty				
has been renewed with Us continuously	b) Any loss resulting directly or indirectly from				
without break	trading in securities: whether in your name				
• First discovered during the period <b>of</b>	and whether in a genuine or fictitious				
insurance or within 12 months of	account				
expiry/cancellation of the policy.	c) Any act of employee dishonesty committed				
• The loss is reported to the police	by a person whom you knew to be				
immediately upon discovery	dishonest				
	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				

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(including	but	not	limited	to	interest	and
dividends)	, or	othe	rwise;			

- e) any legal liability of any kind
- 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;
- g) Any loss sustained before the retroactive date or more than 2 years before the date of first discovery, whichever may be later

#### **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**

- 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

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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**

WHAT WE COVER	WHAT WE EXCLUDE
We shall indemnify You, for loss or Damage	This section of the Policy does not indemnify
caused to pedal cycles belonging to You or	You, for
Your family by an Insured event under Coverage "Section I" or "Section II".	<ul> <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>
	All exclusions and conditions applicable to "Section I" or "Section II" is deemed to be incorporated hereunder.

# **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.

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# 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
We shall reimburse You, by payment or at its	This section of the Policy does not indemnify
option by repair reinstatement or replacement	You, for
against for any loss or Damage due to Insured	<ul> <li>Loss of the Golf Kit due to theft unless it</li> </ul>
perils (under Section I and Section II of this	has been reported to the police within
Policy), to the Golf kit belonging to You, whilst	24 hours of the Insured / Insured Person
in transit to or from or whilst in any recognised	becoming aware of the theft and a
Golf Club House/Golf course within territorial	written police report being obtained in
limits or Your specified Insured Home	that regard.
	Loss of the Golf Kit due to it being left
	unattended or forgotten by the Insured
	outside his/her Insured Home.
	<ul> <li>Loss or theft of the Golf Kit where there</li> </ul>
	was no forcible and violent entry.
	Aesthetic defects such as scratches on
	painted, polished or enamelled surfaces.
	Loss or Damage caused by or resulting
	from wear or tear or deterioration.
	All exclusions and conditions applicable to
	"Section I" or "Section II" is deemed to be
	incorporated hereunder.

#### **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.

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# **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

# WHAT WE COVER WHAT WE EXCLUDE Under this Section, We shall subject to the This section of the Policy does not indemnify You, terms, exceptions and conditions contained under Section I and Section II (of this Policy) a) Intentional killing whether by or under the provide You compensation for the accidental order of any government or public authority death or theft of Your legally owned Pet/s. 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. b) Death directly or indirectly caused by, happening through or in consequence of: 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. malicious or wilful injury whether or not caused by the You or Your family. confiscation or requisition by or under

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the order of any government or public
authority or any person or body having
or claiming jurisdiction in the matter.

# 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

- 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.
- 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

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# 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.

#### **ELIGIBLE DISCOUNT:**

Insured will be eligible for maximum discounts on premium. Criteria for such discount may include but not limited to the following:

- 1. Type of Construction
- 2. Age of Risk
- 3. Surrounding Occupancy Exposure
- 4. Housekeeping
- 5. Past Claims experience of the risk

#### **CLAUSE WORDINGS**

# **SECTION I: Fire & Allied Perils-Building & Contents**

#### Agreed Bank Clause

If You have mortgaged, hypothecated or created any security over Your Home or any of its Contents in favour of a Bank, and the Bank has an interest in the Policy, the name of such Bank will also be shown in the Policy Schedule under the title 'Agreed Bank Clause'. If You choose to add the name of such Bank at any time during the Policy Period, this will be shown as an Endorsement.

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Under this Clause You agree as follows:

- i. We shall pay to the Bank the entire amount that We are liable to pay under this Policy. Such Bank will receive it for its own demand, and as agent for any other person interested in the amount.
- ii. When We pay the amount to the Bank, Our liability under this Policy will be discharged, and will be binding on all of You and all persons named as the insured.
- iii. Any notice or communication We make to the Bank under the provisions of this Policy shall be sufficient notice or communication to You.
- iv. Any settlement or compromise that We make with the Bank will be binding on You and all persons named as the insured. However, such settlement or compromise will not affect the rights of the Bank to recover any amount from You or any other person.
- v. If You make any change in the use of Your Home or sell or transfer the Insured Property, such actions will not prejudice the interest of the Bank under the Policy and this clause, unless the condition has been broken by the Bank or its employees.
- vi. If You commit any act or omission that will increase the risk, the insurance cover will not be invalidated. However, the Bank shall notify Us of any change or ownership, or alterations and increase in risks as soon they become known to the Bank, and shall pay additional premium from the time of such change.
- vii. When We pay the amount to the Bank, We will become legally and automatically subrogated to all rights of the Bank to the extent of such payment. This will not impair or prejudice the rights of the Bank to recover any amount from You or any other person.

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

**SECTION II: BURGLARY** 

# 1. Agreed Bank clause

It is hereby declared and agreed:-

a) That upon any monies becoming payable under this policy the same shall be paid by the Company to the Bank and such part of any monies so paid as may relate to the interests of

Policy wordings: House Holder's Insurance Policy



- other parties insured hereunder shall be received by the Bank as Agents for such other parties.
- b) That the receipts of the Bank shall be complete discharge of the Company therefor and shall be binding on all the parties insured hereunder. N.B: The Bank shall mean the first named Financial Institution/ Bank named in the policy.
- c) That if and whenever any notice shall be required to be given or other communication shall be required to be made by the Company to the insured or any of them in any manner arising under or in connection with this policy such notice or other communication shall be deemed to have been sufficiently given or made if given or made to the Bank.
- d) That any adjustment, settlement, compromise or reference to arbitration in connection with any dispute between the Company and the insured or any of them arising under or in connection with this policy if made by the Bank shall be valid and binding on all parties insured hereunder but not so as to impair rights of the Bank to recover the full amount of any claim it may have on other parties insured hereunder.
- e) That this insurance so far only as it relates to the interest of the Bank therein shall not cease to attach to any of the insured property by reason of operation of condition 3 of the Policy except where a breach of the condition has been committed by the Bank or its duly authorised agents or servants and this insurance shall not be invalidated by any act or omission on the part of any other party insured hereunder whereby the risk is increased or by anything being done to upon or any building hereby insured or any building in which the goods insured under the policy are stored without the knowledge of the Bank provided always that the Bank shall notify the Company of any change of ownership or alterations or increase of hazards not permitted by this insurance as soon as the same shall come to its knowledge and shall on demand pay to the Company necessary additional premium from the time when such increase of risks first took place.
- f) It is further agreed that whenever the Company shall pay the Bank any sum in respect of loss or damage under this policy and shall claim that as to the Mortgagor or owner no liability therefore existed, the Company shall become legally subrogated to all the rights of the Bank to the extent of such payments but not so as to impair the right of the Bank to recover the full amount of any claim it may have on such Mortgagor or Owner or any other party or parties insured hereunder or from any securities or funds available.

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N.B: In cases where the name of any Central Government or State Government owned and / or sponsored Industrial Financing or Rehabilitation Financing Corporations and /or Unit Trust of India or General Insurance Corporation of India and/or its subsidiaries or LIC of India/ any Financial Institution is included in the title of the Fire Policy as mortgagees, the above Agreed Bank Clause may be incorporated in the Policy substituting the name of such institution in place of the word 'Bank' in the said clause.

#### 2. Waiver of FIR

It is hereby declared and agreed that the FIR for the admissible claims under the policy stands waived off. This wavier is applicable only for the claims up to INR \_\_\_\_\_

# 3. Designation of Property Clause

For the purpose of determining, where necessary, the item under which any property is insured, the insurers agree to accept the designation under which the property has been entered in the insured's books.

#### 4. Loss Payee Clause

It is agreed and declared that loss is payable to the Insured or as directed by the Insured, which shall include such party who has an insured interest in the subject matter insured at the time of loss or damage.

Subject otherwise to the terms, exclusions, conditions and limitations of this Policy.

#### 5. Nominated Adjustor Clause

It is hereby noted and agreed that in the event of a loss, reported under the policy, surveyors/loss adjusters to be engaged individually or jointly by the insurer from the panel of surveyors/loss adjuster, mutually agreed between the insured and insurer, subject to the concurrence of Reinsurer.

# 6. Claims payment "On Account" Clause

It is hereby agreed and noted that the 'payment on account' will be made to the Insured if desired,

provided that it is established that the loss or damage is covered under the Policy. Subject otherwise to the terms, conditions and exclusions of the Policy.

#### 7. Additional Insured

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It is understood and agreed that any individual, firm, corporation and/or its joint ventures, for whom or with whom The Insured may be operating is hereby named as additional Insured in The Schedule when required by contract, or as required. It is further understood and agreed that in the event there is any violation of the terms and conditions of this insurance by one Insured, it shall not affect the rights of other Insureds; including interest of mortgagees and notice of assignment in respect thereof. Subject otherwise to the terms, conditions and exclusions of the Policy.

#### 8. Non Vitiation Clause

Notwithstanding anything to the contrary contained in this Policy, as the various parties comprising the Insured operate as separate and distinct entitles, the rights of each of the parties in all respects shall {notwithstanding anything contained or implied herein to the contrary) be treated as though each of the parties had separate policies for their respective rights and interests and the rights and indemnities of any of the parties who are not guilty of any fraud, misrepresentation, non-disclosure or breach of condition or warranty shall not be prejudiced or affected by any fraud, misrepresentation, non-disclosure or breach of condition or warranty by any of the other parties comprising the Insured. Nothing contained in this Endorsement shall be deemed to increase the Sum(s) Insured or Limit of Indemnity stated in The Schedule.

Subject otherwise to the terms, exclusions, conditions and limitations of this Policy.

#### **SECTION V: MACHINERY BREAKDOWN**

#### 1. Agreed Bank Clause

It is hereby declared and agreed:-

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

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

3. That if and whenever any notice shall be required to be given or other communication shall be required to be made by the Company to the Insured or any of them in any manner arising under or in connection with this Policy such notice or other communication shall be deemed to have been sufficiently given or made if given or made to the Bank.

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4. That any adjustment, settlement, compromise or reference to arbitration in connection with any dispute between the Company and the Insured or any of them arising under or in connection with this Policy if made by the Bank shall be valid and binding on all parties insured hereunder but not

so as to impair rights of the Bank to recover the full amount of any claim it may have on other

parties insured hereunder.

5. That this insurance so far only as it relates to the interest of the Bank therein shall not cease to attach to any of the insured property by reason of operation of Condition 3 of the Policy except where a breach of the Condition has been committed by the Bank or its duly authorised agents or servants and this insurance shall not be invalidated by any act or omission on the part of any other party insured hereunder whereby the risk is increased or by anything being done to upon or any building hereby insured or any building in which the goods insured under the Policy are stored without the knowledge of the Bank provided always that the Bank shall notify the Company of any change of ownership or alterations or increase of hazards not permitted by this

insurance as soon as the same shall come to its knowledge and shall on demand pay to the

Company necessary additional premium from the time when such increase of risks first took place

and

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

2. Loss Payee Clause

It is agreed and declared that the company will pay the loss as assessed by the company or surveyors, directly to the parties as requested by insured in writing. Subject otherwise to the terms & conditions of the policy.

3. Claims payment "On Account" Clause

It is hereby declared and agreed that progress payment on account of any loss recoverable under this Policy will be made to the Insured at such stages as may be mutually agreed upon if desired by the Insured and on production of an interim report and recommended payment on account amount by the loss adjuster (if appointed) that such payments are deducted from the final agreed claim settlement figures.

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

4. Additional Insured

It is understood and agreed that any individual, firm, corporation and/or its joint ventures, for

whom or with whom The Insured may be operating is hereby named as additional Insured in The

Schedule when required by contract, or as required. It is further understood and agreed that in

the event there is any violation of the terms and conditions of this insurance by one Insured, it shall

not affect the rights of other Insured; including interest of mortgagees and notice of assignment in

respect thereof.

5. Non-Vitiation Clause

It is understood and agreed that any act, omission, statement or mis-statement on the part of any

named insured which may vitiate any claims or render this policy void shall have such effect only

as to the rights and interests of that particular insured and shall not prejudice the rights and

interest of any other insured under this policy.

6. Assets Register

It is hereby declared & agreed that the policy covers all the equipments as per the asset register

of the insured, subject to condition that any subsequent addition to the asset register must be

declared and added during the course of policy with additional premium as applicable. In the

event of a claim, the Asset register shall form part of verification of the item damaged.

If the property hereby insured shall at the time of any loss or damage be collectively of greater

value (as reckoned from the Assets Register at the time of claim) than the Sum Insured under the

policy, then the Insured shall be considered as being his own insurer for the difference and shall

bear a rateable proportion of the loss.

SECTION VI: ELECTRONIC EQUIPMENT INSURANCE

1. Agreed Bank Clause

It is hereby declared and agreed:-



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

N.B.: The Bank shall mean the first named financial institution/Bank named in the policy.

- iii) That if and whenever any notice shall be required to be given or other communication shall be required to be made by the Company to the insured or any of them in any manner arising under or in connection with this policy such notice or other communication shall be deemed to have been sufficiently given or made if given or made to the Bank.
- iv) That any adjustment, settlement, compromise or reference to arbitration in connection with any dispute between the Company and the insured or any of them arising under or in connection with this policy if made by the Bank shall be valid and binding on all parties insured hereunder but not so as to impair rights of the Bank to recover the full amount of any claim it may have on other parties insured hereunder.
- v) That this insurance so far only as it relates to the interest of the Bank therein shall not cease to attach to any of the insured property by reason of operation of condition 3 of the Policy except where a breach of the condition has been committed by the Bank or its duly authorised agents or servants and any other party insured hereunder whereby the risk is increased or by anything being done to upon or in any building hereby insured or any building in which the goods insured under the policy are stored without the knowledge of the Bank provided always that the Bank shall notify the Company of any change of ownership or alterations or increase of hazard not permitted by this insurance as soon as the same shall come to its knowledge and shall on demand pay to the Company necessary additional premium from the time when such increase of risks first took place and
- vi) It is further agreed that whenever the Company shall pay the Bank any sum in respect of loss or damage under this policy and shall claim that as to the Mortgagor or owner no liability therefor existed, the Company shall become legally subrogated to all the rights of the Bank to the extent of such payments but not so as to impair the right of the Bank to recover the full amount of any claim it may have on such Mortgage or Owner or any other party or parties insured hereunder or from any securities or funds available.

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# 2. Designation of Property Clause

For the purpose of determining, where necessary, the item under which any property is insured, the insurers agree to accept the designation under which the property has been entered in the insured's books.

#### 3. Loss Payee Clause

Insurer will pay the loss directly to the parties as directed by insured.

#### 4. Non-Vitiation Clause

Interest of various parties is covered. Breach of conditions by one party will not affect the interest of other parties.

#### 5. 72 Hrs clause

This clause defines the period of 72 hours as a single event for the purpose of application of Excess under loss due to storm, tempest, flood or earthquake any AOG peril.

#### 6. Public Authority

This Section of the Policy includes such additional cost of reinstatement of the destroyed or damaged

sections of the Property caused by a contingency insured against as may be incurred solely by reason of

the necessity to comply with any Regulations, Bye-laws or Statutory Provisions relating to the reinstatement of Property provided that:

- i) The amount recoverable under this extension shall not include:
- a) the cost of complying with any such Regulations, Bye-laws, or Statutory Provisions where destruction or damage occurs prior to inception of this Policy, or is not insured by this Policy, or where notice to comply has been served upon the Insured prior to the occurrence of any destruction or damage or in respect of any undamaged sections of the Property;
- b) any increased rates, taxes, duties, charges, levies or assessment as a result of complying with such Regulations, Bye-laws or Statutory Provisions;
- ii) the work of reinstatement must be commenced within 12 months of the date of occurrence of any loss or damage unless permitted by the insurer within the said 12 months and may be carried out wholly or partially upon another site, provided that the liability of the Insurer is not increased thereby.

# 7. Local Authority

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

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

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All the Conditions of the Policy except in so far as they may be hereby expressly varied shall

apply as if they had been incorporated herein.

8. Assets Register

An updated Fixed Asset Register assists the Insurance Manager in. Arriving at the correct value of

assets to be insured. Ensuring that all the assets are covered and are documented in the policy.

Ensuring that claims do not get delayed due to lack of clarity on the status of the asset damaged.

**SECTION IX: PUBLIC LIABILITY** 

1. SUDDEN AND ACCIDENTAL POLLUTION

The insurance doesn't apply to bodily injury or property damage arising out of the discharge,

dispersal, release or escape of smoke, vapor, soot, fume, acid, alkali, toxic chemicals, liquid or

gases, waste material or other irritants, contaminants or pollutants into or upon the land,

atmosphere or any water course or body of water, but this exclusion does not apply if such

discharge, dispersal, release or escape meets all five of the following conditions:

• The discharge, dispersal, release or escape must be neither expected nor intended by the

insured, and

The beginning of the discharge, dispersal, release or escape must take place during the

policy period

• the discharge, dispersal, release or escape must be physically evident to the insured or

other parties within \_\_\_\_ hours of the beginning of the discharge, dispersal, release or

escape and

The initial bodily injury or property damage caused by the discharge, dispersal, release

or escape must ensue within \_\_\_\_ hours of the beginning of the discharge, dispersal,

release or escape.

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• Notwithstanding anything to the contrary in condition 4, Insured's duties in the event

occurrence, claim, or lawsuit or any other policy conditions, all claims made against the

insured under this coverage must be reported to the company as soon as practicable but

not later than 30 days after termination of the policy.

The term released includes, but is not limited to any of the following: spilling, leaking, pumping,

pouring, emitting, emptying, injection, dumping or disposing.

If the insured and the company should disagree with regard to when a discharge, dispersal,

release or escape begins or becomes evident, the burden of proving that all 5 enumerated

conditions are met rests with the insured at the insured's own expense. Until such proof is accepted

by the company, the company may but not obligated to, defend any claim.

This clause shall not extend this insurance to cover any liability which would not have been

covered under this insurance had this clause not been attached, except in so far as detailed

herein.

This endorsement is granted in consideration of additional premium subject otherwise to the terms,

exceptions, conditions and limitations of the within mentioned policy.

Coverage Territory: As per schedule

Coverage Jurisdictions: As per schedule

All other terms & conditions remain unchanged.

2. CLARIFICATION AGREEMENT

Property damage covered under this Agreement shall mean physical damage to the substance of

property.

Physical damage to the substance of property shall not include damage to data or

software, in particular any detrimental change in data, software or computer programs

that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently the following are excluded from this Agreement:

(i) Loss of or damage to data or software, in particular any detrimental change in data, software

or computer programs that is caused by a deletion, a corruption or a deformation of the original

structure, and any business interruption losses resulting from such loss or damage. Notwithstanding

this exclusion, loss of or damage to data or software which is the direct consequence of insured

physical damage to the substance of property shall be covered.

(ii) Loss or damage resulting from an impairment in the function, availability, range of use or

accessibility of data, software or computer programs, and any business interruption losses

resulting from such loss or damage.

3. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 2001 EXCLUSION CLAUSE

It is hereby declared and agreed that a person who is not a party to this Policy contract shall

have no right under the Policy.

4. CYBER RISKS EXCLUSIONS CLAUSE (NMA2915)

1. Electronic Data Exclusion

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is

understood and agreed as follows:-

(i) This Policy does not insure, loss, damage, destruction, distortion, erasure, corruption or

alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to

COMPUTER VIRUS) or loss of use, reduction infunctionality, cost, expense of whatsoever

nature resulting there from, regardless of any other cause or event contributing

concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for

communications, interpretation or processing by electronic and electromechanical data processing

or electronically controlled equipment and includes programmes, software, and other coded

instructions for the processing and manipulation of data or the direction and manipulation of such

equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorized instructions or

code including a set of maliciously introduced unauthorized instructions or code, programme or

otherwise, those propagate themselves through a computer system or network of whatsoever

nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horse' 'worms' and 'time or logic

bombs'.

(ii) However, in the event that a peril listed below results from any of the matters described in

paragraph above, this Policy, subject to all its terms, conditions and exclusions will cover

physical damage occurring during the Policy period to property insured by the Policy directly

caused by such listed peril.

**Listed Perils** 

Fire

Explosion

2. Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is

understood and agreed as follows:-

Should electronic data processing media insured by the Policy suffer physical loss or damage

insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the

costs of copying the ELECTRONIC DATA from back-up or from originals of a previous generations.

These costs will not include research and engineering nor any costs of recreating, gathering or

assembling such ELECTRONIC DATA. If the media is nor repaired, replaced or restored the basis

of valuation shall be the cost of the blank media. However this Policy does not insure any amount

pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even if such

ELECTRONIC DATA cannot be recreated, gathered or assembled.

5. DUTY OF DISCLOSURE

We would remind you that you must disclose to us fully and faithfully, the facts you know or ought

to know, otherwise you may not receive any benefit from your policy.

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6. ELECTRONIC DATE EXCLUSION CLAUSE

The indemnity will not apply to any legal liability of whatsoever nature directly or indirectly

caused by or contributed to by or arising from the failure or inability of any computer or other

equipment or system for processing storing or retrieving data, whether the property of the Insured

or not, occurring at any time to:-

(i) correctly recognize any date as its true calendar date

(ii) capture save or retain, and/or correctly to manipulate, interpret or process any data or

information or command or instruction as a result of treating any date otherwise than as its

true calendar date

(iii) capture save retain or correctly to process any data as a result of the operation of any

command which has been programmed into any computer software, being a command which

causes the loss of data or the inability to capture save retain or correctly to process such data

on or after any date

7. TERRORISM DAMAGE EXCLUSION WARRANTY

Notwithstanding any provision to the contrary within this insurance it is agreed that this insurance

excludes loss, damage cost or expense of whatsoever nature directly or indirectly caused by,

resulting from or in connection with any act of terrorism regardless of any other cause or event

contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to

the use of force or violence and / or the threat thereof, of any person or group(s) of persons

whether acting alone or on behalf of or in connection with any organization (s) or government(s),

committed for political, religious, ideological or similar purpose including the intention to influence

any government and/or to put the public, or any section of the public in fear.

The warranty also excludes loss, damage, cost or expenses of whatsoever nature directly or

indirectly caused by, resulting from or in connection with any action taken in controlling,

preventing, suppressing or in any way relating to action taken in respect of any act of terrorism.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expenses is not

covered by this insurance the burden of proving the contrary shall be upon the insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the

remainder shall remain in full force and effect.

8. ALTERATIONS AND REPAIRS

Workmen are allowed in on or about any premises herein referred to carrying out alterations

and repairs without prejudice to the terms of this insurance.

9. BREACH OF CONDITIONS

The conditions and warranties of this Policy shall apply individually to each of the risks insured

and not collectively to them. Thus a breach of any condition or warranty shall void the Section

only in respect of all the risks to which that breach applied and does not affect the Section in

respect of the other risk.

**10. BREACH OF WARRANTIES** 

Any breach of the within warranties without the knowledge and consent of the Insured shall not

prejudice this Insurance provided notice, in writing, be given to the Company immediately upon

such breach coming to their knowledge.

11. CROSS LIABILITY CLAUSE

For the purpose of this Policy each of the parties comprising the Insured shall be considered as

separate and distinct unit and the words "The Insured" shall be considered as applying to each

party in the same manner as if a separate Policy had been issued to each of the said parties and

the Company hereby agrees to waive all rights of subrogation or action which they may have or

acquire against any of the aforesaid parties arising out of any occurrence in respect of which

claim is made hereunder.

The inclusion herein of more than one Insured shall not operate to increase the Limits of the

Company's Liability as stated in the Policy.

12. EMPLOYEES' PERSONAL EFFECTS

It is hereby declared and agreed that this Policy extends to cover legal liability of the Insured in

respect of damage to the Personal Effects of the Insured's Employees occurring at the place or

places at which this Policy applies.



The liability of Company shall not exceed:

..... any one employee and ..... in the aggregate any one

accident.

The Company shall not be liable for any motor vehicles, precious metals, precious stones or

articles made therefrom or money.

13. FIRE BRIGADE WATER DAMAGE EXTENSION

The Company will indemnify the Insured in respect of loss or damage to third party property

caused by or arising out of the use of water or chemicals by the fire brigade to extinguish a fire

on the Insured's premises

14. LOSS NOTIFICATION CLAUSE

Notwithstanding anything contained herein to the contrary it is agreed that this insurance will not

be prejudiced by any inadvertent delays errors or omissions in notifying the Company of any

circumstances or events giving rise or likely to give rise to a claim under this Policy.

15. MISDESCRIPTION CLAUSE

This Policy shall not be prejudiced by any alteration or misdescription of occupancy. Notice to

be given to the Company immediately the Insured become aware of the same and to pay

additional premium, if required from the date of the inception of the increased hazard.

**16. AGREED BANK CLAUSE** 

The Company undertakes to obtain the Bank's or Finance Company's consent prior to their

cancellation of the Policy if instructions have been received for the cancellation of the Policy and

also to advise the Bank's or Finance Company's immediately of any other material changes which

are proposed to be made in the terms of the Insurance.

17. Cover for Acts of God

This policy is extended to cover the loss or damage to third party (public) directly caused by

Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood, Inundation, Subsidence and

Landslide including Rockslide and Earthquake (Fire and Shock).



# ADD ON WORDINGS (Sectionwise addons are enlisted below)

\*Customer can opt to add or delete below addons in lieu of discount or additional premium respectively.

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

# 1) Additional Removal of Debris Including Foreign Debris

The insurance under this policy is extended to cover cost necessarily and reasonably incurred by an insured in the removal of debris including Foreign debris from the premises of the insured, dismantling, demolishing, shoring up or propping of Insured property following destruction or damage by Insured Peril. This will also include costs and expenses necessarily incurred by the insured (a) In the removal of debris from the premises of the Insured (b) Dismantling or demolishing (c) Shoring up or propping.

The coverage will be (in excess of 2% and maximum of 5% of the claim amount) subject to maximum of Limit of liability selected.

Sum insured : Maximum upto 10% of SI IRDAN134RP0041V01202223/A0288V01202223

#### 2) Tenant's Liability Insurance

It is hereby understood and agreed, subject otherwise to the terms, conditions, warranties and exclusions of the Policy and endorsed hereon, the indemnity provided by this insurance extends to include all sums for which the Insured having insurable interest derived out of the terms of the lease agreement shall become legally liable to pay following upon damage to Home Building occupied by the Insured or surrounding third party property, consequent upon the Insured's occupation of any premises or Home building as a tenant. Provided that: -

- i. There shall be no liability on behalf of The Company following any Home Building or portion of Home Building or premises being sub-let by the Insured insofar as such Home Building is concerned.
- ii. The Insured shall not breach any contractual agreement or obligation between any landlord or any other tenant of the premises or Home Building as such breach may have any bearing on the interests of The Company.
- iii. Claim under this add-on will not exceed the Sum Insured as mentioned on Policy Schedule/Certificate of Insurance.

In the event of any Landlord to the Insured having effected insurance on behalf of the Insured as tenant; or the Insured as tenant being entitled to indemnity or compensation from any other source then the provision of such compensation shall be combined with such insurance and shall be considered to be the 'initial indemnity' and any amount having been paid for by such combined 'initial indemnity' shall be deducted from the indemnity provided for by this Policy.

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If such an amount of 'initial indemnity' shall exceed the limit of indemnity as provided by this Policy then there shall be no payment of indemnity in terms of this clause. The indemnity provided herein shall be subject to the limit of indemnity as specified in your Policy Schedule / Certificate of Insurance.

IRDAN134RP0041V01202223/A0289V01202223

#### 3) Accidental Damage Cover

This policy is extended to cover direct physical loss or damage to the Home Building and Home Contents described in the Policy Schedule / Certificate of Insurance whilst situated in the insured premises due to accident from any fortuitous cause including accidental discharge, leakage, or overflow of water or steam from plumbing, septic tanks and cylinders, stand pipes for fire hose, industrial and domestic appliances, refrigerating system, air-conditioning system and rain (or snow) admitted through defective roof, headers spouting or by open or defective windows, show windows, picture windows, doors, transoms, ventilators or skylights; subject to the terms, conditions, warranties and exclusions herein.

The Limit of Indemnity under this policy shall not exceed the amount stated in the Policy Schedule / Certificate of Insurance for the period of Insurance. The below will be applicable to this coverage in addition to the policy standard exclusions:

- i. Loss, destruction or damage to bullion or unset precious stones, any curios or works of art, manuscripts, plans, drawings, securities, obligations or documents of any kind, stamps, coins or paper money, cheques, books of accounts or other business books, computer system records, explosives unless otherwise expressly stated in the Policy Schedule / Certificate of Insurance.
- ii. Loss, destruction or damage to the insured Home Building caused by change of temperature.
- iii. Loss or damage by spoilage resulting from the retardation or interruption or cessation of any process or operation caused by operation of any of the perils covered.
- iv. Damage to belts, ropes, chains, rubber tyres, dies, moulds, blades, cutters, knives or exchangeable tools, engraved or impression cylinders or rolls, object made of glass, porcelain, ceramics, all operating media (e.g. lubricating oil, fuel, catalyst, refrigerant etc.) 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 or metal parts, unless caused by fire, lightening, riot, strike, malicious damage, storm, tempest, flood and inundation.
- v. Loss or damage due to breakdown, electrical, electronic and/or mechanical derangement.
- vi. Loss or damage due to termites, moths, insects, vermin, inherent vice, fumes, latent defect, fluctuations in atmospheric or climatic conditions, the action of light.
- vii. Loss or damage due to collapse, settlement or bedding down, ground heave or cracking of structures or the removal or weakening of support to any insured Home Building.
- viii. Any loss or damage due to self-intention

Policy wordings: House Holder's Insurance Policy Page **71** of **109** 



# IRDAN134RP0041V01202223/A0290V01202223

#### 4) Incidental Costs

In consideration of payment of additional premium, it is hereby agreed and declared that if a loss, destruction or damage is payable under the base policy then We will also pay the incidental Cost associated with the insured property up to the fixed percentage of admissible claim amount under the policy, as specified in the Policy Schedule/Certificate of Insurance.

For the purpose of this Add-On cover while calculating the amount payable under this Cover, We will consider the admissible claim amount under the base policy after all applicable deductions and/or before applying policy excess, if any.

IRDAN134RP0041V01202223/A0291V01202223

#### 5) Protection and Preservation of Property

It is hereby understood and agreed, policy extends to cover expenses for loss minimization necessarily and reasonably incurred by the Insured to prevent any aggravation of an insured loss following a loss or damage at any Insured's Premises specified in the Schedule, including moving or shifting of property if this contributes to loss minimization.

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that in the event of a fire or a series of fire arising directly or indirectly from the same occurrence including fire, threatening to involve the property insured under this section of the policy, the insured shall be entitled to recover —

- i. The actual cost of material used and/or damaged in extinguishing or controlling or attempting to extinguish or control any such fire;
- ii. The cost of all clothing and/ or personal effects damaged and / or lost as a result of such fire and / or fight, extinguish or controlling or attempting to fight extinguish or control such fire unless more specifically insured elsewhere;
- iii. All other actual expense ( like paid for fire-fighting, extinguishing or controlling or attempting to fight extinguish or control such fire and / or localizing such fire.)
- iv. The expenses incurred to recharge/refill any fire protection devices.

The indemnity provided herein shall be subject to the limit of indemnity as specified in The Schedule.

IRDAN134RP0041V01202223/A0292V01202223

#### 6) Immediate Repairs

It is agreed that in case of loss the Insured, if they so elect, may immediately begin repairs or reconstruction but such work shall at all times be open to supervision by the Insurer and in case of dispute as to the cost of repair and/or reconstruction the loss shall be settled in accordance with the terms of this Policy, the sole object of this Condition being not to deprive the Insured from the use of operating properties which may be necessary to their Business.

Evidence of loss to be photographed and if any damaged item is replaced then same to be preserved for inspection by Surveyor.

IRDAN134RP0041V01202223/A0293V01202223

Policy wordings: House Holder's Insurance Policy



### 7) Hardship allowance

In consideration of additional premium, we will indemnify the insured against expenses incurred by the insured towards emergency purchase of food, Medicines, clothes, Infants essential item.

Conditions:

- i. There is claim admissible under this policy for loss or damage to property insured.
- ii. The amount will be paid along with the payment of material damage claim amount.

IRDAN134RP0041V01202223/A0294V01202223

## 8) Key & Lock Replacement Cover

The policy is extended to cover the cost of:

- a) Replacing keys and locks or modifying the locking mechanism to any strong room, safe or money receptacle in the event of such keys or locks having being stolen
- (b) Repairing any locking mechanism (mechanical or electrical) to any strong room, safe or money receptacle including any alarm devices relating or attached thereto following upon forcible entry; or any attempt thereat to such strong room, safe or money receptacle
- (c) Recoding of locking devices of any safe, strong room or receptacle IRDAN134RP0041V01202223/A0295V01202223

## 9) Cost of Clearing Drains Clause

It is hereby declared and agreed that this Policy extends to cover any expense necessarily incurred by the Insured in the clearing of drains within the surrounding premises as a consequence of property insured by this policy being destroyed or damaged by fire or by any other perils hereby insured against, it being understood that the total liability for such clearing shall not exceed any one loss.

IRDAN134RP0041V01202223/A0296V01202223

#### 10) Purchase Protection

We shall reimburse You, upto the add-on Sum Insured for new items that You purchased anytime during the Policy Year, if the same are lost, Damaged or destroyed by an Insured event under Coverage "Section I" or "Section II".

At the time of claim, for affected items cumulatively in excess of Rs. 10,000 and single item in excess of Rs 2,500, We may ask for the proof of purchase.

Only one claim can be made during policy year.

IRDAN134RP0041V01202223/A0297V01202223

#### 11) Hotel Stay

The period of indemnity is limited to 15 days

Sum insured limited upto 0.05% of Building Sum Insured, maximum upto `15000/- per day

Policy wordings: House Holder's Insurance Policy
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Rate - Building rate

This cover may be extended to cover the above subject to following:

Additional expenses of Hotel accommodation for an interim accommodation may be covered on the following basis:

- 1) The period of indemnity is limited to 15 days during which the original premises remain untenantable as a result of occurrence of perils insured against
- 2) Recommendation of appointed Surveyor to the effect that premises in question are untenantable will be accepted as adequate proof of the fact that the premises, in fact, have become untenantable
- 3) This cover should be granted against Fire, Riot, Strike, Malicious, Terrorist Damage (if opted) and Earthquake (Fire & Shock), Storm, Flood, Inundation, Typhoon, Hurricane. Cover against Riot, Strike, Malicious and Terrorist Damage should be granted only if it involves actual physical damage to the building. The cover does not intend to pay, if for instance, the insured's entry is barred by strikers, demonstrators and similar occurrences.
- 4) The cover may be limited up to 0.05% of Building/ Structure Eligible Sum Insured and maximum upto 15000/- per day/-
- 5) Cover may be permitted to the tenant and also to the Owner Occupant.

IRDAN134RP0041V01202223/A0298V01202223

## 12. Re-settlement Expenses -

We shall reimburse You resettlement expenses, ie. Cost incurred to move to an alternative accommodation(owned/rented). We will indemnify you for the transport and packing cost in case your house gets destroyed against any loss or Damage due to Insured perils (under Section I of this Policy).

Limit of indemnity restricted to actual expenses incurred or Rs. 25,000 whichever is less IRDAN134RP0041V01202223/A0299V01202223

#### 13. EMI Protection

We shall reimburse 3/6 EMI's in case your house gets destroyed due to due to Insured perils (under Section I of this Policy) which is due to financier.

The insured shall have the option to select either 3 EMIS or 6 EMIs

IRDAN134RP0041V01202223/A0300V01202223

#### 14. Utility Expense cover

We shall reimburse utility bills due for maximum 3 months upto max of Rs.50,000/- in case your house gets destroyed due to Insured perils (under Section I of this Policy).

**Utility** means electricity connection, gas connection, water connection & monthly Internet/broadband expenses.

IRDAN134RP0041V01202223/A0301V01202223

#### 15. Electrical clause/Electrical installation clause:

We pay for loss or damage to electrical appliance and installation insured upto maximum of Rs.100,000/- (AOY limit) in the event of loss.

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Exclusion under Section 1,Point no 5 of Clause F stands deleted if this add-on is selected upto above limits specified

IRDAN134RP0041V01202223/A0302V01202223

#### 16. Garden Cover

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that The Company will pay for direct physical loss of or damage, in respect of the Policy, to lawns, plants, shrubs or trees at premises as described in the schedule.

This coverage does not apply to loss or damage caused by or resulting from: windstorm and hail; vehicle damage; weight of snow, ice or sleet; and water damage.

The indemnity provided herein shall be subject to the limit of indemnity as specified in the schedule.

IRDAN134RP0041V01202223/A0303V01202223

## 17) STFI Deletion clause:

On selection of STFI deletion clause, this policy will exclude any loss or damage to insured's contents or premises caused by Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Tsunami, Flood and Inundation.

An additional discount on premium will be given to the policyholder on selection of this clause based on the ratings as per policy schedule

IRDAN134RP0041V01202223/A0304V01202223

#### 18) Earthquake deletion clause:

On selection of Earthquake deletion clause, this policy will exclude any loss or damage to insured's contents or premises caused by Earthquake, volcanic eruption, or other convulsions of nature.

An additional discount will be given to the policyholder on selection of this clause based on the ratings as per policy schedule

IRDAN134RP0041V01202223/A0305V01202223

## 19) Terrorism Deletion clause

On selection of Terrorism deletion clause , this policy will exclude any loss or damage to insured's contents or premises caused by Acts of Terrorism .

An additional discount on premium will be given to the policyholder on selection of this clause based on the ratings as per policy schedule

IRDAN134RP0041V01202223/A0306V01202223

Policy wordings: House Holder's Insurance Policy

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**SECTION II: BURGLARY** 

1. Riot, Strike and Malicious Damage

In consideration of payment of an additional premium the policy is extended to cover Loss of or

visible physical damage or destruction by external violent means directly caused to the property

insured but excluding those caused by

a) total or partial cessation of work or the retardation or interruption or cessation of any process

or operations or omissions of any kind.

b) Permanent or temporary dispossession resulting from confiscation, commandeering, requisition

or destruction by order of the Government or any lawfully constituted Authority.

c) Permanent or temporary dispossession of any building or plant or unit or machinery resulting

from the unlawful occupation by any person of such building or plant or unit or machinery or

prevention of access to the same

IRDAN134RP0041V01202223/A0307V01202223

2. Theft

Theft of any contents/stocks from the insured premises where there is no forcible and violent entry

or exist from the premises in excess of in-built cover as specified in the Schedule.

IRDAN134RP0041V01202223/A0308V01202223

3. Replacement of Locks including Repair to Damaged Property

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions

of the Policy and endorsed hereon, that this Policy extends to indemnify the Insured for

expenses incurred for the replacement or resetting of locks or keys and the increased cost of

security required to protect property until the replacement or resetting of locks or keys has

been completed, following burglary, robbery or mysterious disappearance of master keys

IRDAN134RP0041V01202223/A0309V01202223

4. Waiver of key

In consideration of the payment of additional premium, it is hereby agreed and declared that

notwithstanding anything to the contrary in the policy or in any of its conditions, this policy covers

loss of Money and/or other property abstracted from safe following the use of key to the said

safe or any duplicate thereof.

IRDAN134RP0041V01202223/A0310V01202223

5. Properties under Consignment, Care, Custody and Control – Clause

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of

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the Policy and endorsed hereon, that certain items of the Property may be the subject of hire

purchase lease or other agreements and the interest of the other parties to these agreements is

noted in this Insurance, provided the nature and extent of such interest is disclosed in the event of

loss, destruction or damage.

These may also include all real and personal property of every kind and description belonging to

the Insured or to others (including but not limited to goods under consignment, held in trust or on

lease or paid for awaiting delivery) for which the Insured may be held liable for loss or

damagewhile in their care, custody or control.

The indemnity provided herein shall be subject to the limit of indemnity as specified in The

Schedule.It is hereby understood and agreed, subject otherwise to the terms, conditions and

exclusions of the Policy and endorsed hereon, that certain items of the Property may be the

subject of hire purchase lease or other agreements and the interest of the other parties to these

agreements is noted in this Insurance, provided the nature and extent of such interest is disclosed

in the event of loss, destruction or damage.

These may also include all real and personal property of every kind and description belonging to

the Insured or to others (including but not limited to goods under consignment, held in trust or on

lease or paid for awaiting delivery) for which the Insured may be held liable for loss or damage

while in their care, custody or control.

The indemnity provided herein shall be subject to the limit of indemnity as specified in The

Schedule.

IRDAN134RP0041V01202223/A0311V01202223

6. Damage And/Or Theft Of Parts Of The Building

This cover is extended to pay for the damages and/ or theft to parts of the building occupied

arising out the insured events as specified in aggregate. The policy be subject to a deductible for

each & every claim as mentioned in the policy schedule.

IRDAN134RP0041V01202223/A0312V01202223

7. Cost to cover accidental injury during Burglary/ house breaking (excluding theft)

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In consideration of payment of additional premium shown in the Schedule the Policy is extended

to cover accidental injury during Burglary/house breaking (excluding theft) to the extent of Rs.

10000 per claim. The onus to prove the loss shall be entirely that of the claimant."

IRDAN134RP0041V01202223/A0313V01202223

8. Damage And/ Or Theft Of Parts Of The Building

This cover is extended to pay for the damages and/ or theft to parts of the building occupied

arising out the insured events as specified in aggregate. The policy be subject to a deductible for

each & every claim as mentioned in the policy schedule.

IRDAN134RP0041V01202223/A0314V01202223

9. Larceny

This cover is extended for an unauthorized taking and removal of the Personal Property of

another by an individual who intends to permanently deprive the owner of it; a crime against the

right of possession. Larceny generally refers to nonviolent theft. The cover be subject to a

deductible for each & every claim as mentioned in the policy schedule.

IRDAN134RP0041V01202223/A0315V01202223

10. Loss Limit Basis Cover - Home Contents can be covered on loss limit basis which means there

will be no under insurance applicable at the time of claim and if loss limit basis cover is not

selected then under insurance will be applicable at the time of claim.

IRDAN134RP0041V01202223/A0316V01202223

11. Debris Removal/Clearing Up Expenses

If You have opted for this Add-On Cover, this Policy is extended to cover clearing up the damage

caused to the Premises described in the Policy Schedule/Certificate of Insurance due to Burglary

or Housebreaking or Robbery or any attempt thereat or Hold Up, anytime during the Policy

Period, Including the removal of any debris from the such Premises to the nearest waste disposal

site up to an amount mentioned in Your Policy Schedule/Certificate of Insurance against this Add-

On Cover in respect of any one event and in aggregate of all occurrences during the Policy

Period. 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 .We will pay for loss in excess of in-built cover as specified in the Schedule.

IRDAN134RP0041V01202223/A0317V01202223

## 12. ATM withdrawal robbery cover

We shall reimburse in case you get robbed right after you withdraw money from the ATM. We will compensate you for the amount lost due to robbery.

FIR is mandatory and maximum liability will be upto Rs.25,000/- for any one accident and any one year

IRDAN134RP0041V01202223/A0318V01202223

## 13. Wallet cover -

In case your wallet gets lost or stolen, we shall reimburse you the replacement cost for your wallet as well as the cost of application for lost papers and cards that were present in the wallet.

FIR is mandatory and maximum liability will be upto Rs.5,000/- for any one accident and any one year.

IRDAN134RP0041V01202223/A0319V01202223

#### 14. Bank Lockers Clause

lf	the	insured	maintains	а	bank	locker	for	keeping	cash,	jewellery	and	valuables	etc.,	this
a	ddor	can be	opted by	the	insur	ed.								

Name of bank :	
Address of the bank :	_
Locker number :	

Separate Sum insured along with list of items insured to be given before attachment of cover. Onus of proving adequacy of sum insured and item lost is on insured only.

The premium rate is applicable on the value of cash, jewellery, valuables kept inside the locker.

The indemnity under this Extension shall be maximum upto 5% of other than building sum insured subject to the Limit outlined in the Schedule.

IRDAN134RP0041V01202223/A0320V01202223

#### 15. Waiver of Under Insurance

It is hereby agreed and declared that notwithstanding anything to the contrary in this policy or in any of its conditions; in the event of loss or damage it is found that the sum insured is less

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than the amount required to be insured, then underinsurance on each item of the schedule will be ignored if it does not exceed \_\_% there at. Provided, however, if the said sum insured in respect of such item(s) of the schedule shall not be less than \_\_% of the value of the item(s) thereat, this condition shall be of no purpose and effect.

IRDAN134RP0041V01202223/A0321V01202223

**SECTION III: ALL RISK** 

1. Depreciation waiver

In consideration of the additional premium received, the basis of indemnity of the policy stands

amended as under-

No deduction shall be made for depreciation in respect of parts replaced, 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 of total loss.

Other terms & conditions of the policy remaining unaltered.

The company's liability would not exceed the sum insured specified in the schedule

IRDAN134RP0041V01202223/A0322V01202223

2. Terrorism cover

It is hereby declared and agreed that in consideration of payment of additional premium the

'Terrorism Damage Exclusion Warranty attached to and forming part of the within mentioned

policy, stands deleted. The expression/s "terrorism and/or act of terrorism" shall have the same

meaning/s as contained in Terrorism Damage Exclusion Warranty.

IRDAN134RP0041V01202223/A0323V01202223

3. Coverage For Electrical & Mechanical Breakdown

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and

conditions contained in the Policy or endorsed thereon and subject to the insured having paid the

agreed extra premium, this insurance shall be extended to cover extra charges for electrical &

mechanical breakdown for the items covered as under.

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Provided always that such extra charges are incurred in connection with any loss of or damage to

the insured items recoverable under the policy.

The indemnity under this Extension shall be subject to the Limit outlined in the Schedule.

IRDAN134RP0041V01202223/A0324V01202223

4. TRANSIT RISK

In consideration of the additional premium paid, it is hereby declared and agreed that this

insurance is extended to cover the risks of transit whilst the items insured are carried as a cargo

from one location to another.

The basis of valuation will be the Depreciated value of the machine.

This add-on will be limited to the transit within India.

IRDAN134RP0041V01202223/A0325V01202223

5. THIRD PARTY LIABILITY -

In consideration of the payment of the additional premium, it is hereby agreed and declared

that notwithstanding anything to the contrary stated in this policy, the Company will indemnify

the insured -

a) against legal liability for the accidental loss or damage caused to the property of

other persons.

b) against legal liability (liability under contract excepted) for fatal or non-fatal injury

to any persons other than the insured or his own employees or employee of the owner of the

works/site/premises location or employees of the other firms/connected with any other

work site/premises/location or members of the family of the insured or any of the

aforesaid

IRDAN134RP0041V01202223/A0326V01202223

6. VALUABLE DOCUMENTS COVER

Subject otherwise to the terms, exclusions, provisions and conditions contained in the policy, the

indemnity granted by section IA of this policy shall, in addition extend to indemnify the insure in

respect of costs necessarily and reasonably incurred in rewriting or redrawing plans or

specifications of the contract works insured hereunder, when such plans or specification are lost or



damaged by any cause not excluded by this section and the insured needs to have them redrawn or rewritten in order to complete the project or to enable payment to be made for works already carried out.

The liability of the insurers shall not exceed in the aggregate during the policy period the sum insured set forth in the schedule IRDAN134RP0041V01202223/A0327V01202223

#### 7. BANK LOCKERS CLAUSE

If the insured maintains a bank locker for keeping jewellery and valuables and some of the jewellery and valuables are used by the insured or his/her family. In such an event, the insurance under this section of the policy will be valid for such jewelry, valuables used by insured or his/her family. For that purpose, the insured is required to submit full details of jewelry, valuables and also the percentage value of these items to be used at any one point of time during the policy period. The premium rate is applicable on the value of jewellery, valuables to be kept outside the locker.

The indemnity under this Extension shall be subject to the Limit outlined in the Schedule.

IRDAN134RP0041V01202223/A0328V01202223

## 8. ESCALATION CLAUSE

It is hereby declared and understood that in consideration of the payment of an additional premium amounting to 50% of the premium produced by applying the specified percentage to the first or the annual premium as appropriate on the applicable item(s) the Sum(s) Insured thereby shall, during the period of Insurance, be increased each day by an amount representing 1/365<sup>th</sup> of the specified percentage increase per annum.

The escalation percentage will vary from 5% upto 50 %

Unless specifically agreed to the contrary the provisions of the Clause shall only apply to the sums insured in force at the commencement of each period of insurance.

At each Renewal Date the Insured shall notify the Insurers:-

(i) the Sums to be Insured under each item above, but in the absence of such instructions the Sums Insured by the above items shall be those stated on the policy (as amended by any endorsement effective prior to the aforesaid renewal date) to which shall be added the increases which have accrued under this Clause during the period of Insurance upto that renewal date, and

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(ii) the specified percentage increase(s) required for the forthcoming period of Insurance, but in

the absence of instructions to the contrary prior to the renewal date the existing percentage

increase shall apply for the period of insurance from renewal.

All the conditions of the policy in so far as they may be hereby expressly varied shall apply as if

they had been incorporated herein.

The company's liability would not exceed the sum insured specified in the schedule

IRDAN134RP0041V01202223/A0329V01202223

**SECTION IV: PLATE GLASS** 

1. Terrorism cover

It is hereby declared and agreed that in consideration of payment of additional premium the

'Terrorism Damage Exclusion Warranty attached to and forming part of the within mentioned

policy, stands deleted. The expression/s "terrorism and/or act of terrorism" shall have the same

meaning/s as contained in Terrorism Damage Exclusion Warranty.

IRDAN134RP0041V01202223/A0330V01202223

2. ESCALATION CLAUSE

It is hereby declared and understood that in consideration of the payment of an additional

premium amounting to 50% of the premium produced by applying the specified percentage to

the first or the annual premium as appropriate, on the applicable item(s) the Sum(s) Insured

thereby shall, during the period of Insurance, be increased each day by an amount representing

1/365th of the specified percentage increase per annum.

The escalation percentage will vary from 5% upto 50~%

Unless specifically agreed to the contrary the provisions of the Clause shall only apply to the

sums insured in force at the commencement of each period of insurance.

At each Renewal Date the Insured shall notify the Insurers:-

(i) the Sums to be Insured under each item above, but in the absence of such instructions the Sums

Insured by the above items shall be those stated on the policy (as amended by any endorsement

effective prior to the aforesaid renewal date) to which shall be added the increases which have

accrued under this Clause during the period of Insurance upto that renewal date, and



(ii) the specified percentage increase(s) required for the forthcoming period of Insurance, but in the absence of instructions to the contrary prior to the renewal date the existing percentage increase shall apply for the period of insurance from renewal.

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

The company's liability would not exceed the sum insured specified in the schedule IRDAN134RP0041V01202223/A0331V01202223

#### SECTION V: MACHINERY BREAKDOWN

#### 1. DEPRECIATION WAIVER CLAUSE

In consideration of the additional premium received, The basis of indemnity clause of the policy stands amended as under-

The following part of the clause stands deleted -

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

- 1. Wear & Tear Parts
- 2. Parts for which manufacturers have specified a fixed life for use and the like

And amended to read as follows - No deduction shall be made for depreciation in respect of parts replaced.

IRDAN134RP0041V01202223/A0332V01202223

#### 2. OMISSION TO INSURE ADDITIONS & ALTERATIONS

In consideration of the payment of additional premium, the insurance by this policy extends to cover Portable Equipments as defined in the schedule hereof, which the Insured may acquire or they may become responsible:-(i) The liability under this Extension shall not exceed in respect of portable equipments - Sum

- Insured Schedule.
- (ii) The Insured shall notify the Company of each additional insurance as soon as it shall come to their knowledge and shall pay the appropriate additional premium thereon from the date of inception.
- (iii) Following the advice of any additional insurance as aforesaid, cover by this extension shall be fully reinstated.
- (iv) No liability shall attach to the insurers in respect of any Building, machinery, Plant or other contents while such property is otherwise insured. Note 1: All new additions to the portable equipments by the Insured not specifically insured/included during the currency of the policy should be declared at the end of the year and suitable additional premium paid on pro rata basis from the date of purchase, subject to adjustment against the advance premium collected. IRDAN134RP0041V01202223/A0333V01202223

#### 3. Waiver of Under Insurance

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It is hereby agreed and declared that notwithstanding anything to the contrary in this policy or in any of its conditions; in the event of loss or damage it is found that the sum insured is less than the amount required to be insured, then underinsurance on each item of the schedule will be ignored if it does not exceed \_\_% there at. Provided, however, if the said sum insured in respect of such item(s) of the schedule shall not be less than \_\_% of the value of the item(s) thereat, this condition shall be of no purpose and effect.

IRDAN134RP0041V01202223/A0334V01202223

#### SECTION VI: ELECTRONIC EQUIPMENT INSURANCE

## 1. Depreciation Waiver

This clause waives the depreciation applicable on the parts having limited life. IRDAN134RP0041V01202223/A0357V01202223

## **SECTION IX: Employees Compensation**

## **Coverage for Limited Medical Expenses**

In consideration of the payment of an additional premium it is hereby understood and agreed that this Policy is extended to cover **Insured's** liability towards medical expenses for treatment of **Injury** arising out of accident in respect of which indemnity granted under this Policy otherwise applies.

Provided always that the liability of the Company under this endorsement shall be limited in respect of each **Employee** per accident, and the aggregate liability of the Company for all accidents during the **Period of Insurance** to Rs. \*\_\_\_\_\_\_.

Subject to otherwise to the terms, provisions and conditions of the within Policy.

IRDAN134RP0041V01202223/A0335V01202223

#### Coverage for Medical Expenses at Actual

In consideration of the payment of an additional premium it is hereby understood and agreed that this Policy is extended to cover **Insured's** liability towards medical expenses for treatment of **Injury** arising out of accident in respect of which indemnity granted under this Policy otherwise applies

Provided always that the liability of the Company under this endorsement shall be limited to Medical Expenses incurred at actual in respect of each **Employee** per accident. Subject to otherwise to the terms, provisions and conditions of the within Policy. IRDAN134RP0041V01202223/A0336V01202223

## **SECTION X: PUBLIC LIABILITY**

## 18. CARE / CUSTODY / CONTROL EXTENSION CLAUSE

It is hereby declared and agreed that the indemnity expressed in this Policy shall apply to liability in respect of loss of or damage to property:-

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- (i) in the charge or under the control of the Insured or any servant or agent of the Insured.
- (ii) being that part of any property on which the Insured or any servant or agent of the Insured is or has been working if that loss or damage results directly from such work.

The extension of cover shall be subject to the following:-

#### 19. FOOD AND BEVERAGE EXTENSION

Notwithstanding anything contained herein to the contrary of this Policy, it is hereby declared and agreed that this Policy is extended to include liability in respect of accidental injury directly caused by or arising from anything harmful or defective in food or drink sold or supplied by the Insured or from poisoning of any kind caused by foreign or deleterious matter in food or drink sold or supplied by the Insured in the Business at the Insured's Premises named in the Schedule Provided that:

- (i) For the purpose of this extension the word "injury" wherever used in this Extension shall be deemed to include illness.
- (ii) The liability of the Company shall not in any case exceed the Limit of Indemnity specified in this Policy.
- (iii) The Insured shall at all times take every possible precaution to prevent the sale of articles of food or drinks which are not in good condition and to ensure that the same are free from contamination and fit for human consumption.

IRDAN134RP0041V01202223/A0338V01202223

## 3. COVER FOR ACTS OF GOD

This policy is extended to cover the loss or damage to third party (public) directly caused by Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood, Inundation, Subsidence and Landslide including Rockslide and Earthquake (Fire and Shock).

Policy wordings: House Holder's Insurance Policy

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4. OTHER FACILITIES SUCH AS HEALTH CLUBS, BEAUTY PARLORS, SHOPS, SWIMMING

POOLS, INDOOR AND OUTDOOR SPORTS

Notwithstanding anything herein contained to the contrary, it is agreed and declared that the coverage under the Section is extended to cover Loss in respect of the following facilities

provided by the Insured or on his behalf at his premises:

1. Swimming pool, hot tub, jacuzzi

2. Saunas or steam bath

3. Gym, fitness centres, health clubs and spas.

However this endorsement does not cover any claim directly or indirectly caused by or which

arises out of or in connection with or is attributable in anyway to recreational sports and

hazardous activities.

This extension of coverage does not increase the Sum Insured provided in the Policy.

Specific Conditions – It will be a condition precedent to any liability under the Policy that:

1. Experienced life guards will be available at all times when the swimming pool is operational

unless the depth of the pool does not exceed 1 meter at any point

2. Experienced trainers will be available at all times when the gym, health or fitness centres and

spas are operational

3. The swimming pool, health clubs and other facilities will be maintained in a hygienic and

amenable condition when in use.

Subject otherwise to the terms, conditions and exceptions of the Policy and endorsements if any

thereon

IRDAN134RP0041V01202223/A0340V01202223

5. Lift Liability –

Version 1 – Notwithstanding anything herein contained to the contrary, it is agreed and declared

that the coverage under the Section is extended to cover Loss in respect of the use of any lift,

hoist, escalator or elevator in the premises or for which the Insured is responsible whilst such are

being utilized by members of the public.

It is a condition precedent to the Company's liability that the Insured should comply with any Act

or statute of the government or government recognized authority or authorized local authority

which are applicable to the provisions of this endorsement.

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Subject otherwise to the terms, conditions and exclusions of the Policy and endorsements if any

thereon.

Version 2 – Notwithstanding anything herein contained to the contrary, it is agreed and declared

that the coverage under the Section is extended to cover Loss in respect of the use of any lift,

hoist, escalator or elevator in the Premises in respect of the following:

1. Damage to any motor vehicle, trailer or caravan, tractors, plant and equipment or the like

thereof necessitating the use of such lift or hoist by virtue of the business activity of the Insured

and

2. Damage to Property or Injury to persons not being Employees of the Insured but authorised to

be on his Premises for the purpose of the services conducted by the Insured.

It is a condition precedent to the Company's liability that the Insured should comply with any Act

or statute of the government or government recognized authority or authorized local authority

which is applicable to the provisions of this endorsement.

Subject otherwise to the terms, conditions and exclusions of the Policy and endorsements if any

thereon

IRDAN134RP0041V01202223/A0341V01202223

6. CAR PARK FACILITIES ENDORSEMENT

It is hereby declared and agreed that this Policy is extended to cover the legal liability of the

Insured in respect of loss of or damage to vehicles under the control of the Insured or the Insured's

Parking Attendants whilst in the Car Park of the Insured.

Provided always that:-

i The Company shall not be liable for any such loss or damage insofar as such loss or

damage is covered by any other insurance.

The liability of the Company under this Endorsement in respect of any such loss or damage and

under the Policy in respect of any bodily injury or damage to property shall not in any case

exceed the Limit of Indemnity specified in this Policy.

Disclaimer notices shall be permanently displayed in prominent positions at each entrance to the

parking area



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#### 7. TENANT'S LIABILITY CLAUSE

It is hereby declared and agreed that the Company will indemnify the Insured against all sums which the Insured shall become legally liable to pay as damage in respect of:-

- 1. accidental bodily injury to any person
- 2. accidental damage to property

Happening during the Period of Insurance and arising from the occupancy of Premises leased or rented by the Insured.

Provided always that this extension shall not apply to liability assumed by the Insured under a tenancy or other agreement and would not have attached in the absence of such agreement.

The Company's Liability under this extension shall not exceed Limit of Indemnity...

IRDAN134RP0041V01202223/A0343V01202223

## 8. WAIVER OF SUBROGATION CLAUSE

Any claimant under this Policy shall at the request and at the	expense of the Company do and
concur in doing and permit to be done all such acts and	things as may be necessary or
reasonably required by the Company for the purpose of endo	rsing any rights and remedies or of
obtaining relief of indemnity from	whether such acts and things
shall be or become necessary or required before or after inde	mnification by the Company.
The rights of subrogation against	_ is hereby waived.
RDAN134RP0041V01202223/A0344V01202223	

## **SECTION XI: FIDELITY GUARANTEE**

#### 1. FLOATER POLICY

To cover a number of unnamed employees, without specifying the name of the employees and the amount against each. Only the total amount guaranteed is stated and any loss upto that sum is covered whether resulting from default of one or more employees, collectively or severely.

The following underwriting measure must be taken while issuing floater policy:

a) If the amount of Guarantee to be floated among all employees of Insured, then name and designation need not be given, but only total no. should be mentioned.



b) However, if some members of the Employee out of total strength is to be covered then in that case the name of employees to be mentioned or designation should be mentioned. However, in one designation, no one should be left.

For example, if there are 10 employees and only 2 are proposed to be covered against Fidelity Guarantee, then the name of all the 20 members to be mentioned or designation of all the 2 members must be mentioned and the Amount of Guarantee to be mentioned against each employee name wise or designation wise. Here the premium would be charged on the Amount of Guarantee and per capita for the rest of the members.

IRDAN134RP0041V01202223/A0345V01202223

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

#### 1. THIRD PARTY LIABILITY -

In consideration of the payment of the additional premium, it is hereby agreed and declared that notwithstanding anything to the contrary stated in this policy, the Company will indemnify the insured -

a) against legal liability for the accidental loss or damage caused to the property of other persons upto an amount of Rs 5,00,000.

IRDAN134RP0041V01202223/A0347V01202223

## 2. Accidental Damage Extension:

The policy covers the Insured against loss or damage to any pedal cycle caused by accidental external means. by fire, external explosion or lightning or burglary, housebreaking, larceny or theft, accidental external means or by malicious act

The policy secures the Insured for any loss or damage caused against any unfortunate accident that might occur while cycling

The Limit of Indemnity under this policy shall not exceed the amount stated in the Policy Schedule for the period of Insurance.

IRDAN134RP0041V01202223/A0348V01202223

## SECTION XIII: GOLF KIT PROTECTION-

## 1. Third Party Liability

The policy covers

a) damages and costs that You become legally liable to pay for injury to third parties or damage to their property where such injury or damage occurs while You are playing golf (including using a golf buggy) on a recognised golf course within territorial limits or Your specified Insured Home.

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- b) defence costs that the insurer has agreed to pay in the defence or settlement of a claim
- c) Damage to third party property where, although not legally liable, you have accidentally caused such damage while playing golf on a recognised golf course within territorial limits or Your specified Insured Home
- d) In the event of Your death, Your legal representatives for liability for Your covered actions

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## 2. Hole in one

The policy covers Reimbursement of Your bar bill for the customary round of drinks if You achieve a hole in one in an official Society/Club competition (medal or stableford) within territorial limits or Your specified Insured Home.

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## 3. Golf Clothes, Shoes and other wearable related to Golf

We shall reimburse You, by payment or at its option by replacement against for any loss or Damage due to Insured perils (under Section I and Section II of this Policy), to the Golf clothes , golf shoes and any other wearable attire (which is required to play golf) 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

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## **SECTION XIV: PET PROTECTION**

## 1. SURGERY EXPENSES & HOSPITALISATION COVER

## 1a. Surgery Expenses

We shall indemnify you for surgical expenses incurred by you for treatment of your pet under this policy, and which is carried out by a vet at his/her veterinary clinic and/or veterinary hospital, necessitated by an accident/ illness occurring to your pet during the policy period subject to the maximum of INR 50,000

In addition, the Company shall also indemnify the Insured for the Medical Expenses incurred by him/her in event of a fracture of any limbs of the Insured pet under this Policy and which does not require Surgery subject to a maximum of INR 5000

Pre-Surgery Expenses The Medical and/or Diagnostic Expenses incurred during the last 7 days immediately before the surgery are covered under this Section, provided that: Such costs were incurred for the same illness/injury for which subsequent surgery was required, and we have accepted the surgery claim. We shall pay for the expenses within the Sum Insured limit of INR 50,000 applicable to Surgery Expenses.

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Post-Surgery Expenses The Medical Expenses incurred during the first 15 days immediately after the surgery are covered under this Section, provided that: Such costs are incurred in respect of the same illness/injury for which the preceding surgery was required, and we have accepted the surgery claim. We shall pay for the expenses within the Sum Insured limit of INR 50000 applicable to Surgery Expenses.

Co-Pay A co-pay of 10% is applicable under this section on each and every claim.

Specific Exclusions applicable to Section 1A We will not indemnify you under this section for the cost incurred in relation of the following:

- 1. Any surgeries which are not necessitated due to any accident/illness
- 2. Any surgeries done to cure congenital defects/deformities
- 3. Cataract Surgeries for pets over 5 years of age.
- 4. Any surgeries related to procedures like hysterectomy, spaying and castration unless medically required due to an illness/accident
- 5. Any surgery done in relation to pregnancy or whelping.
- 6. Dental Surgery not arising out of an accident
- 7. Any surgery done in relation to Grooming
- 8. Cosmetic, aesthetic or elective surgery including tail docking, declawing, removal of eyelashes, cropping of ears or any other procedure not related to illness or injury.
- 9. Any surgeries for removal of any abnormal growth such as a wart or an abscess
- 10. Any surgeries related to skin diseases
- 11. Any experimental surgeries
- 12. Cost of artificial body parts and/or prosthesis.
- 13. Any expenses which can be covered under Hospitalisation (Section 1 B)

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## 1 B: HOSPITALISATION

**Scope of Cover:** We shall indemnify you for all reasonable and customary charges made for inpatient treatment for an illness or accidental injury to your pet, carried out in a Veterinary Hospital and necessitated by an incident occurring to your pet during the Policy Period subject to

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the maximum of INR 2500 per day of hospitalisation. Our maximum liability is restricted to INR 10,000 per Policy year

## Specific Exclusions applicable to 1B

We will not pay any amounts under Hospitalisation for:

- 1. The cost of dental treatment unless the treatment relates to an injury.
- 2. Any claim arising from skin related treatments.
- 3. Any claim arising from expenses incurred for vaccination and micro-chipping, other than the cost of treating any complications that arise from this procedure.
- 4. Any claim arising from expenses incurred for spaying (including spaying following a false pregnancy) or castration, unless:
- a. The procedure is carried out when your pet is suffering from an injury or illness and the procedure is essential to treat the injury or illness
- b. The costs claimed are for the treatment of complications arising from this procedure.
- 5. Any claim arising from expenses incurred in connection with breeding, pregnancy or giving birth.
- 6. Any non-medical cost incurred by you for your pet.
- 7. The cost of any elective treatment, any preventive treatment or any treatment that you choose to have carried out that is not directly related to an injury or illness, including any complications that arise.
- 8. Any claim arising from expenses incurred for congenital defects or abnormalities where clinical sign(s) were apparent prior to the effective date of the policy or that became apparent during the first fourteen (14) days prior to the commencement date of this policy;
- 9. Any claim arising from expenses incurred for treatment of illness or injury arising out of: a. Racing; b. Coursing; c. Commercial guarding; d. Organized fighting; or e. Any other occupational, professional or business uses of your pet; 10. Any claim arising from expenses incurred for treatment of an intentional injury or condition as a result of abuse (including persistent neglect) of your pet, by you or a member of your household;
- 11. Costs or fees for treatment of an illness or injury for which you were advised prior to commencement of the policy by a vet to take preventive measures and you did not do so.

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#### 2. THIRD PARTY LIABILITY -



## Scope of Coverage

We shall indemnify you upto the Sum Insured, if you become legally liable to pay for any bodily injury and/ or property damage and/or sickness and/or Death of a third party due to any one event or multiple events occurring during the policy period involving your pet. We shall also indemnify you for the Legal expenses and costs incurred by you for defending the claims lodged against you, within the Sum Insured as shown on the Policy Schedule against this section **Sum** 

#### Insured

### **Specific Exclusion**

We will not pay any amounts under Third Party Liability Cover for:

- 1. Claims where no liability is established by a competent Court or Tribunal or Forum constituted under Law.
- 2. Any damages, costs and expenses where the injury or damage was caused by the deliberate acts or omissions of you or members of your family, employed by you including staff/care-taker.
- 3. Any claim arising from breach of quarantine restrictions or import or export regulations.
- 4. Any compensation cost and expenses if the incident happens in an area or place where pets are specifically prohibited unless your pet escapes and enters the area outside of your control.
- 5. Compensation or legal costs if the injured person is part of your family, lives in your home or is paid to look after your pet or is paid to train your pet.
- 6. All vets, pet trainers, kennel employees, pet breeders, pet shop owners if the incident has occurred in the course of conducting their profession/occupation.

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## 3. Theft/Lost/Straying Cover

#### Scope of Coverage

We shall pay you the Sum Insured set against this Section, in respect of permanent loss as a result of your pet being lost or stolen or strayed and no recovery having been made after 45 days despite appropriate attempts to trace your pet including advertising and reward.

Sum Insured •For choosing a Sum Insured, you need to provide a purchase invoice or other proof of price of the pet.. We shall also reimburse you for advertising in a local newspaper or other approved expenditure upto a maximum of INR 1000 and for a reward to be offered for recovery of your pet (previously agreed by us) upto the maximum of INR 5000 within the Sum Insured limit as shown against this section in the Policy Schedule.

Sum insured can range from 1,00,000- 5,00,000

Specific Exclusions The Company will not pay any amounts under theft/straying for:

1. For any claim not supported by evidence of any sort of advertising done to find your lost pet.



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- 2. Reimbursing any money you spent trying to find your pet if we have not agreed to the way you are doing this.
- 3. Any reward to anyone who is a member of your family or household residing with you or by any person employed by you

**Special Conditions** 1. Upon the happening of a loss, you will have to immediately report the loss to the Police Authorities and get a FIR/ General Diary entry lodged.

- 2. Every effort shall be made to trace out your pet including, if necessary, advertisement in local newspapers.
- 3. You shall intimate the Company by registering a theft/stolen incidence with in 24 hours from the event of loss. You shall furnish the claim intimation number once you submit the final claim document in event of no trace of your pet within 45 days.
- 4. If your pet is not found within 45 days from the date of disappearance inspite of various attempts, submit a claim for Theft or Straying to us (no later than one year after the date your pet went missing).
- 5. If your pet is found or subsequently returned, you must repay the full amount that has been paid under this cover of the policy.

\*\*NOTE: • Theft/Lost/Straying Cover will not be available for pets over the age of 5 years, except if renewed with us without break.

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#### 4: TERMINAL DISEASES COVER

**Scope of Coverage**: We shall pay you the lump sum amount of INR 30000, if your pet is diagnosed as suffering from any of the Terminal diseases listed as below, which first occurs or manifests itself during the policy period and your pet survives a minimum period of 30 days from the date of diagnosis. 1. All types of Cancer 2. Kidney Failure 3. Coagulations Disorders 4. Cardiac Dysfunctions 5. Distemper 6. Leptospirosis

Specific Exclusions We shall not pay you under this section in case of the following:

- 1. If your pet dies before the completion of 30 days from the date of diagnosis of the above listed Terminal diseases. 2. Any Terminal diseases for which care, treatment, or advice was recommended by or received from a Vet, or which first manifested itself or was contracted before the start of the Policy Period, or for which a claim has or could have been made under any earlier policy.
- 3. More than one claim shall not be honored under this section during the lifetime of your pet.
- \*\*NOTE: Terminal Diseases Cover will not be available for pets over the age of 5 years
  - Terminal Diseases Cover ceases for the lifetime once claimed under the policy

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## 5. Claims Reporting:

## A) Claims Procedure:

The claim would be admissible as per the coverages and the exclusions mentioned in the policy wordings

#### Claim Intimation

In the event of any circumstances likely to give rise to a claim insured must follow the following.

- g. Reporting and Lodging of complaint with the local police immediately for the loss due to Terrorism /Burglary / Theft / involvement of any third party / injury or casualty/ malicious act.
- **h.** Take all reasonable steps within the insured's power to recover / minimize the extent of the loss or damage.
- i. Intimate us as soon as reasonably possible. Notice of claim and registration shall be done at our Toll Free Number: 1800-22-4030 or 1800-200-4030, alternatively you can notify your claim by sending mail to <contactclaims@universalsompo.com>.
- i. While notifying your claim, please share your
  - 1) policy number under which you prefer to lodge your claim,
  - 2) date of loss,
  - 3) place of loss,
  - 4) cause of loss
  - 5) estimate of your loss.
  - 6) Details of contact person with mobile no. and e- mail ID.
- **k.** Preserve the damaged or defective parts / items / assets and make them available for inspection by an official of the insurance company or surveyor /investigator appointed.
- **I.** Furnish all such information / proofs and documentary evidence as the surveyor / insurance company may require processing your claim.

## Followed by notification of a claim, insured is expected to follow the following procedures.

- **h.** Insured shall do all possible loss minimization activity to reduce further loss or aggravation of loss.
- i. Insured shall not dispose / throwing away /selling / destroying any of damaged item/salvage before inspection of loss by insurer/surveyor been appointed.
- i. Insured shall furnish all necessary documents/photographs/videos and proof / evidence in relevant to their claim to surveyor / insurance company to establish their loss.
- **k.** Insured shall not offer promise or assurance to any third party for their loss arising out of this incident.
- After receipt of all necessary claim documents, re-instatement bills and payment proofs, claim working with surveyor observation would be shared to insured by surveyor / insurance company for their understanding and concurrence.

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- **m.** Based on the final surveyor report, claim preferred by insured would be processed and concluded for settlement.
- n. Post notification of a claim, Insured would be followed for the basic settlement documents or clarification on the discrepancy observed on the basic settlement documents. In spite of our best effort, if insured fails to respond for the basic details within the defined time limit, the claim preferred by insured would be repudiated as "Loss was not established"

# Basic documents to be submitted by insured for claim settlement (To be submitted by insured after reporting of loss)

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

Disclaimer - Depending on the merit of the case exact requirement shall be defined by the deputed surveyor

- Turn Around Time (TAT) for claims settlement (excluding policies issued on the property/building on reinstatement basis)
- **f.** The Surveyor shall be appointed within 24 hours from the intimation.
- **g.** The surveyor to share the Letter of requirement within 02 days from the date of his visit to the loss premises.
- **h.** The Surveyor shall share its reminders emails/letter after 05 days from the date of last mail in case the documents has not been submitted.
- i. The Insurance Company to obtain survey report within 15 days from the date of appointment.
- **j.** Post receipt of survey report insurance company to conclude the case within 07 days of receipt of survey report.

## • Escalation Matrix

Level 1 - contactclaims@universalsompo.com

Level 2 - grievance@universalsompo.com

Level 3 - gro@universalsompo.com

## **Rights and Responsibilities:**

1. On the happening of loss or damage to any of the property insured by this policy, the Company may

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- (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.

Policy wordings: House Holder's Insurance Policy



#### 6. Cancellation

You can cancel the policy at any time during the term, by informing the Company. In case you want to cancel the policy, you are not required to give reasons for cancellation

In such case of cancelation, the Company will refund proportional premium for unexpired policy period and there is no claim(s) made during the policy period

The Company can cancel the policy only on the grounds of established fraud, by giving minimum notice of 7 days to the retail policyholder.

#### 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.

# Below Warranty will be applied in case multiple policies involving Bank or other lending or financing entity

Warranted that in case there is more than one insurance policy issued to the customer/policyholder covering the same risk, contribution clause stands deleted. Underinsurance will be applied on an overall basis taking into consideration the sum insured under all policies and comparing it with the value at risk

## 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)

Policy wordings: House Holder's Insurance Policy



#### 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.

#### 13. 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.

#### 14.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)	

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(	(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 there of 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 there of 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 Sompo 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) lonizing 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.

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#### 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.

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## 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:

- Step 1
- a. Contact Us

1-800-224030/1-800-2004030

- b. E-mail Address: Contactus@universalsompo.com
- c. Write to us Customer Service Universal Sompo General Insurance Company Limited

Unit No. 601 & 602, 6th Floor, Reliable Tech Park, Thane- Belapur Road, Airoli, Navi Mumbai, Maharashtra - 400708

d. Senior Citizen Number: 1800 267 4030

## ➤ Step 2

If the resolution you received, does not meet your expectations, you can directly write to our Grievance Id. After examining the matter, the final response would be conveyed within two weeks from the date of receipt of your complaint on this email id.

Email Us- grievance@universalsompo.com

Drop in Your concern

Grievance Cell: Universal Sompo General Insurance Co. Ltd, Unit No. 601 & 602, 6th Floor, Reliable Tech Park, Thane- Belapur Road, Airoli, Navi Mumbai, Maharashtra - 400708

Visit Branch Grievance Redressal Officer (GRO)

Walk into any of our nearest branches and request to meet the GRO

- We will acknowledge receipt of your concern immediately
- Within 2 weeks of receiving your grievance, we will respond to you with the best solution.
- We shall regard the complaint as closed if we do not receive a reply within 8 weeks from the date of our response

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## > Step 3:

In case, You are not satisfied with the decision/resolution of the above office or have not received any response within 15 working days, You may write or email to:

Chief Grievance Redressal Officer

## **Universal Sompo General Insurance Company Limited**

Unit No. 601 & 602, 6th Floor, Reliable Tech Park, Thane- Belapur Road, Airoli, Navi Mumbai, Maharashtra - 400708

Email: gro@universalsompo.com

For updated details of grievance officer, kindly refer the link <a href="https://www.universalsompo.com/resourse-grievance-redressal">https://www.universalsompo.com/resourse-grievance-redressal</a>

### Step 4.

Bima Bharosa Portal link : <a href="https://bimabharosa.irdai.gov.in/">https://bimabharosa.irdai.gov.in/</a>

## 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 <a href="https://www.gicouncil.in/">www.irdai.gov.in</a>, or of the General Insurance Council at <a href="https://www.gicouncil.in/">https://www.gicouncil.in/</a>, the Consumer Education Website of the IRDAI at <a href="http://www.policyholder.gov.in">http://www.policyholder.gov.in</a>, or from any of Our Offices.

The updated contact details of the Insurance Ombudsman offices can be referred by clicking on the Insurance ombudsman official site: <a href="https://www.cioins.co.in/Ombudsman">https://www.cioins.co.in/Ombudsman</a>

Note: Grievance may also be lodged at IRDAI https://bimabharosa.irdai.gov.in/

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

Office Details	Jurisdiction of Office Union Territory, District)
AHMEDABAD	
Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.

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Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@cioins.co.in	
CHANDIGARH  Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor Batra Building, Sector 17 - D, Chandigarh - 160 017  Tel.: 0172 - 4646394 / 2706468 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana(excluding Gurugram, Faridabad, Sonepat and Bahadurgarh) Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.
CHENNAI Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24333678 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu, PuducherryTown and Karaikal (which are part of Puducherry).
DELHI Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road,	Delhi & Following Districts of Haryana - Gurugram, Faridabad , Sonepat & Bahadurgarh



New Delhi – 110 002.	
Tel.: 011 – 23237539	
Email: bimalokpal.delhi@cioins.co.in	
GUWAHATI	Assam,
Office of the Insurance Ombudsman,	Meghalaya,
Jeevan Nivesh, 5th Floor,	Manipur,
Nr. Panbazar over bridge, S.S. Road,	Mizoram,
Guwahati – 781001(ASSAM).	Arunachal Pradesh,
Tel.: 0361 - 2632204 / 2602205	Nagaland and Tripura.
Email: bimalokpal.guwahati@cioins.co.in	Tagaina and Tipara
HYDERABAD	
Office of the Insurance Ombudsman,	
6-2-46, 1st floor, "Moin Court",	Andhra Pradesh,
Lane Opp. Saleem Function Palace,	Telangana,
A. C. Guards, Lakdi-Ka-Pool,	Yanam and part of Union Territory of Puducherry.
Hyderabad - 500 004.	Tanamand part of onion Temory of Tuddonerry.
Tel.: 040 – 23312122	
Email: bimalokpal.hyderabad@cioins.co.in	
ERNAKULAM	
Office of the Insurance Ombudsman,	
10th Floor, Jeevan Prakash, LIC Building,	Kerala,
Opp to Maharaja's College, M.G.Road,	Lakshadweep, Mahe-a part of Union Territory of
Kochi - 682 011.	Puducherry
Tel.: 0484 - 2358759	
Email: bimalokpal.ernakulam@cioins.co.in	
KOLKATA	
Office of the Insurance Ombudsman,	
	West Bengal,
4, C.R. Avenue,	Sikkim,
KOLKATA - 700 072.	Andaman & Nicobar Islands.
Tel.: 033 - 22124339 / 22124341	
Email: bimalokpal.kolkata@cioins.co.in	
	Districts of Uttar Pradesh :
LUCKNOW	Lalitpur, Jhansi, Mahoba, Hamirpur, Banda,
Office of the Insurance Ombudsman,	Chitrakoot, Allahabad, Mirzapur, Sonbhabdra,
6th Floor, Jeevan Bhawan, Phase-II,	Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur,
Nawal Kishore Road, Hazratganj,	Jalaun, Kanpur, Lucknow, Unnao, Sitapur,
Lucknow - 226 001.	Lakhimpur, Bahraich, Barabanki, Raebareli,
Tel.: 0522 - 4002082/3500613	Sravasti, Gonda, Faizabad, Amethi, Kaushambi,
Email: bimalokpal.lucknow@cioins.co.in	Balrampur, Basti, Ambedkarnagar, Sultanpur,
	Banampar, Baou, Ambountamagar, Guitampur,

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MUMBAI Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W),	Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.  Goa, Mumbai Metropolitan Region
Mumbai       -       400       054.         Tel.:       69038800/27/29/31/32/33         Email: himaloknal mumbai@cioins.co.in	excluding Navi Mumbai & Thane.
Email: bimalokpal.mumbai@cioins.co.in  NOIDA Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	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.
PATNA Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand.
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.: 020-24471175 Email: bimalokpal.pune@cioins.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

## **About Our Company**



Name of the company: Universal Sompo General Insurance Company Limited

**Registered & Corporate Office:** Universal Sompo General Insurance Company Ltd. 8th Floor & 9th Floor (South Side), Commerz International Business Park, Oberoi Garden City, Off Western Express Highway, Goregaon East, Mumbai 400063

Website: www.universalsompo.com

**E-mail:** contactus@universalsompo.com

**Customer Service:** Toll Free Numbers: 1800 22 4030 / 1800 200 4030

IRDAI Reg no: 134, CIN# U66010MH2007PLC166770

## INSURANCE ACT 1938 SECTION 41- Prohibition of Rebates

No person shall allow or offer to allow either directly or indirectly, as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectus or tables of the insurer.

ANY PERSON MAKING DEFAULT IN COMPLYING WITH THE PROVISIONS OF THIS SECTION SHALL BE PUNISHABLE WITH FINE WHICH MAY EXTEND TO TEN LAKHS RUPEES.

Disclaimer: In the event of any question relating to interpretation of the insurance coverage, the policy document will prevail.

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