

RELIANCE HOME CARE INSURANCE POLICY

Preamble:

WHEREAS the Insured described in the Schedule hereto (hereinafter called the "Insured") by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to Reliance General Insurance Company Limited (hereinafter called the "Company") for the insurance hereinafter contained and has paid or agreed to pay, in such manner and within such time, as may be prescribed under the provisions of the Insurance Act, 1938 and the rules made thereunder, the premium stated in the Schedule as consideration for such insurance during the period stated in the Schedule.

Operative Clause:

The Company hereby agrees subject to the terms and conditions contained herein or endorsed or otherwise expressed hereon, to indemnify, compensate, pay and/or reimburse the Insured / Insured Person, his/her nominee or the legal representatives, as the case may be, in respect of insured events occurring during the period of insurance stated in the Schedule, in the manner and to the extent set forth in this Policy.

Definitions

Any word or expression to which a specific meaning has been assigned in any part of this Policy or the Schedule shall bear the same meaning wherever it appears. For purposes of this Policy, the terms specified below shall have the meaning set forth:

"Accident" means a sudden, unforeseen event leading to bodily injury to the Insured / Insured Person by external, violent and visible means.

"Appliances" shall mean and include electrical, mechanical and electronic appliances such as refrigerator, television, DVD player, videocassette recorder/player, washing machine, microwave oven, music system, personal computer, laptops and air-conditioner contained or fixed in the Insured's home for domestic use.

"Building" means structure (above plinth and foundation excluding land) of standard construction unless specifically mentioned and connected utilities belonging to the Insured.

"Burglary" means theft involving entry into or exit from the Insured's home by forcible and violent means or following assault or violence or threat thereof, to the Insured or to any member of Insured's family or any person residing lawfully in the Insured's home, with intent to commit a felony therein and includes housebreaking.

"Day Care treatment" means treatment undertaken in a Hospital / Nursing Home on the recommendation of a Medical Practitioner for the following diseases, illness or injury which require hospitalisation for less than 24 hours:

- Dialysis
- Chemotherapy
- Radiotherapy
- Eye surgery
- Dental surgery
- Lithotripsy (kidney stone removal)
- Tonsillectomy
- Dilatation & Curettage
- Cardiac Catherization
- Hydrocele surgery
- Hernia repair surgery
- Surgeries/procedures that require less than 24 hours hospitalisation due to advancement in technology.

"Deductible excess" means the amount of expenses to be borne by the Insured / Insured Person before any claim / benefit under this Policy shall become payable and shall not be reimbursed by the Company.

"Disease" means an alteration in the state of the body or of some of its organs, interrupting or disturbing the performance of physical functions, and causing or threatening pain and weakness or physical or mental disorder and certified by a Medical Practitioner.

"Domiciliary hospitalisation" means medical treatment for a period exceeding three days for any disease, illness or injury which in the normal course would require care and treatment at a Hospital/Nursing Home but is actually taken whilst confined at home in India under any of the following circumstances, namely: -the condition of the patient is such that he/she cannot be removed to Hospital/Nursing Home, or the patient cannot be admitted to Hospital/Nursing Home for lack of accommodation therein.

Domiciliary hospitalisation benefits shall be subject to the limits as specified in the Schedule to this Policy, and shall, in no case, cover expenses incurred for:

- pre and post Hospital treatment,
- treatment of any of the following diseases:
 - Asthma
 - Bronchitis
 - Chronic nephritis and nephritic syndrome
 - Diarrhea and all types of dysenteries including gastroenteritis
 - Diabetes mellitus and insipidus
 - Epilepsy
 - Hypertension
 - Influenza, cough and cold
 - All psychiatric or psychosomatic disorders
 - Pyrexia of unknown origin for less than 10 days
 - Tonsillitis and upper respiratory tract infection including laryngitis and pharangitis
 - Arthritis, gout and rheumatism.

"Family" means the Insured, his/her lawful spouse and maximum of two children below the age of 21 years.

"Hold-up" means when a person having some weapon threatens the Insured or its/his domestic staff and there exists a possibility of actual physical threat to the person of the Insured or its/his domestic staff.

"Home" means the building of standard construction at the address mentioned in the Schedule, where the Insured and his family permanently live.

"Home contents" mean and include furniture, fixture, fittings, linen, clothing, kitchen items, cutlery / crockery contained in the Insured's home for domestic use and all such items for which the Insured is accountable.

"Hospital/Nursing Home" means an establishment in India for indoor medical care and treatment of patients which:

- is registered with the appropriate local authorities as such and benefits from the supervision of a Medical Practitioner on a 24 hour basis, or
- complies with at least the following criteria:
- it has at least 15 inpatient beds (at least 10 inpatient beds in places with a population of less than 10,00,000);
- it has a fully equipped operating theatre where surgery is performed;
- it employs qualified nursing staff on a 24 hour basis;
- maintains daily records of patients; and
- by the nature of the medical treatment provided is an establishment properly recognized as a Hospital / Nursing Home within the locality and fulfils all the demands ordinarily or customarily of a Hospital for medical treatment, and where all medical treatment is administered by a Medical Practitioner, and is not, except incidentally, a place of rest, a place for the aged, a place for drug-addicts or place for alcoholics, a hotel, health spa, massage center or any similar establishment.

"Hospitalisation expenses" mean expenses on hospitalisation for a minimum period of 24 hours, which are admissible under this Policy. However, this time limit will not apply to the specific treatments defined under Day Care treatment.

"Illness" means sickness or disease first diagnosed during the Policy period for which immediate treatment by a Medical Practitioner is necessary.

"Injury" means accidental physical injury caused during the Policy period.

"In-patient" means an Insured / Insured Person who is admitted to Hospital / Nursing Home and stays for at least 24 hours for the sole purpose of receiving treatment.

"Insurable event" means an event, loss or damage for which the Insured/ Insured Person is entitled to benefit/s under this Policy

"Insured" means the individual on whose name the Policy is issued.

"Insured Person" means the person named as such in the Schedule to this Policy, who permanently lives in India and for whom the insurance is proposed and appropriate premium paid.

"Kutchha construction" means and includes any construction having walls and/or roofs of wooden planks/ thatched leaves and/or grass/hay of any kind, bamboo/plastic cloth/ asphalt cloth/ canvas/tarpaulin and the like.

"Market value" means Replacement Value less depreciation.

"Medical charges" mean reasonable charges necessarily incurred by the Insured/Insured Person for the medical treatment of disease, illness or injury the subject matter of the claim as an In-patient in a Hospital/ Nursing Home, and includes, Hospital (Room & Boarding and Operation theatre) charges, fees of Surgeon, Anesthetist, Nurses, Specialists, the cost of diagnostic tests, medicines, blood, oxygen, appliances like pacemaker, artificial limbs and organs etc as long as these are recommended by the attending Medical Practitioner.

"Medical Practitioner" means a person who holds a degree/diploma of a recognized institution and is registered with the Medical Council in respective states of India. The term Medical Practitioner includes a physician, specialist and surgeon, provided that this person is not a member of the Insured/Insured Person's family.

"Permanent Total Disability" shall mean accidental injury which shall within twelve calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of:

- sight of both eyes, or of the actual loss by physical separation of two entire hands or two entire feet, or of one entire hand and one entire foot, or of such loss of sight of one eye and such loss of one entire hand or one entire foot,
- use of two hands or two feet, or of one hand and one foot, or of such loss of sight of one eye and such loss of use of one hand or one foot.

It shall also include accidental injury which shall, as a direct consequence thereof, immediately, permanently, totally and absolutely, disable the Insured /Insured Person from engaging in any employment or occupation of any description whatsoever.

"Policy period" means the date between the inception date and the expiry date as specified in the Schedule to this Policy or the cancellation of this insurance, whichever is earlier.

"Post-hospitalisation expenses" mean relevant medical expenses incurred during a period up to the number of days specified in the Schedule to this Policy after hospitalisation for disease, illness or injury sustained and considered a part of a claim admissible under this Policy.

"Pre-existing condition" means a chronic disease / illness / injury and consequences of such disease / illness / injury existing or known to exist at the inception of the Policy, even if the same has not been treated, including disease / illness / injury treated or for which medical advice has been sought in the last six months before inception of the Policy and including their consequences.

"Pre-hospitalisation expenses" mean relevant medical expenses incurred during a period up to the number of days specified in the Schedule to this Policy prior to hospitalisation for disease, illness or injury sustained and considered a part of a claim admissible under this Policy.

"Qualified nurse" means a person who holds a certificate of a recognized Nursing Council and is employed on recommendation of the attending Medical Practitioner.

“Reinstatement Value” means the cost of replacing or reinstating on the same site, property of the same kind or type but not superior to or more extensive than the insured property when new.

“Schedule” means Schedule attached to and forming part of this Policy mentioning details of the home contents, appliances and valuables as well as of the Insured/ Insured Persons covered under the Policy, the Sum Insured, the period and the limits to which benefits under the Policy are subject to.

“Standard construction” means any construction other than ‘Kutchra’ construction.

“Sum insured” means the sum as mentioned in the Schedule to this Policy against the name of Insured / each Insured Person, which sum represents the Company's maximum liability for any or all claims under this Policy during the Policy period.

“Surgical operation” means manual and/or operative procedures for correction of deformities and defects, repair of injuries, diagnosis and cure of diseases, relief of suffering and prolongation of life.

“Third Party Administrator (TPA)” means any organisation or institution that is licensed by the IRDA as a TPA and is engaged by the Company for a fee or remuneration for providing Policy and claims facilitation services to the Insured / Insured Person as well as to the Company for an insurable event.

“Valuables” shall mean and include articles of jewellery made of gold, silver, precious metals and/or stones and shall include furs, cameras and watches, owned by the Insured and contained in the Insured's home and/or worn by Insured and/or members of Insured's family permanently living with the Insured.

Section I Home Contents and appliances

The Company will indemnify the Insured under this Section in respect of loss or damage to home contents and appliances in the Insured's home due to -

- a) Fire and allied perils including earthquake
- b) burglary, housebreaking, hold-up
- c) Terrorism if opted and mentioned in the Schedule to this Policy

In accordance with the Table of Perils Covered and Exclusions in this Policy.

Further to the above, this Section also covers domestic mechanical, electrical and electronic appliances, apparatus or gadgets and/or any mechanical, electrical or electronic installation while contained or fixed in the Insured's home against loss or damage due to unforeseen and sudden accidental damage caused by and /or solely due to mechanical and/or electrical breakdown.

Coverage under this Section in respect of loss or damage due to Fire and allied perils including earthquake is limited to the sum insured mentioned in the Schedule to this Policy. The basis of valuation shall be on reinstatement value or market value as opted by the Insured.

Coverage under this Section in respect of loss or damage due to Fire and allied perils including earthquake is further subject to condition of average, that is to say, if the property hereby insured shall, at the breaking out of any fire or at the commencement of any destruction of or damage to

the property by any of the insured perils be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable portion of the loss accordingly. Provided, however, that if the sum insured hereby on the property insured shall at the breaking out of such fire or at the commencement of such destruction or damage be not less than 85% (eighty five percent) of the collective value of the property insured, condition of average shall not apply, notwithstanding anything to the contrary contained in the Policy.

Coverage under this Section in respect of loss or damage due to burglary, housebreaking and hold-up is subject to first loss basis and the liability of the Company shall be limited to the sum insured mentioned in the Schedule to this Policy.

Coverage under this Section in respect of breakdown of appliances is subject to first loss basis and the liability of the Company shall be limited to the sum insured mentioned in the Schedule to this Policy.

Section II -Valuables

This Section covers valuables owned by the Insured and contained in the Insured's home and/or worn by the Insured and/or members of Insured's family permanently living with the Insured against loss or damage caused by accident or misfortune whilst anywhere in India covering the risks of

- i. Fire and allied perils including earthquake
- ii. Burglary, housebreaking, hold-up including theft
- iii. Robbery, waylaying, snatching away.

In accordance with the Table of Perils Covered and Exclusions in this Policy.

Coverage under this Section shall extend throughout India. Coverage under this Section is subject to first loss basis and the liability of the Company limited to the sum insured as per the type of plan selected by the Insured.

Table of Perils Covered and Exclusions

Perils Covered

I Fire

Excluding loss, destruction or damage caused to home contents, appliances and valuables by:

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

II Lightning

III Explosion/Implosion

Excluding loss, destruction or damage

- a) to boilers (other than domestic boilers), economizers or other vessels, machinery or apparatus (in which steam is generated) or their contents resulting from their own explosion/implosion
- b) caused by centrifugal forces.

IV Aircraft Damage

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

V Riot, Strike and Malicious Damage

Loss, destruction or visible physical damage by external violent means directly caused to home contents, appliances and valuables insured but excluding those caused by:

- a) total or partial cessation of work or the retardation or interruption or cessation of any process or operation or omission 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 home contents, appliances or valuables resulting from the unlawful occupation by any person of such home contents, appliances or prevention of access to the same
- d) burglary, housebreaking, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any malicious act.

Terrorism Damage Exclusion Warranty:

Notwithstanding any provision to the contrary within it is agreed that this Policy excludes loss, damage, cost or expense of whatsoever nature, directly or indirectly, caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.

The warranty also excludes loss, damage, cost or expense of whatsoever nature, directly or indirectly, caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to action taken in respect of any act of terrorism.

If the Company shall allege that by reason of this exclusion, any loss, damage, cost or expense 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 nonetheless remain in full force and effect.

VI Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation (STFI)

Loss, destruction or damage directly caused by storm, cyclone, typhoon, tempest, hurricane, tornado, flood or inundation, volcanic eruption or other convulsions of nature.

VII Impact Damage

Loss, destruction or visible physical damage or destruction due to impact by any rail/ road vehicle or animal by direct contact not belonging to or owned by

- a. the Insured or
- b. Insured's employees while acting in the course of their employment.

VIII Subsidence and Landslide including Rockslide

Loss, destruction or damage directly caused by subsidence of part of the site on which the home contents, appliances or valuable stands or land slide/ rock slide excluding:

- a. the normal cracking, settlement or bedding down of new structures
- b. the settlement or movement of made up ground
- c. coastal or river erosion
- d. defective design or workmanship or use of defective materials
- e. demolition, construction, structural alterations or repair of any building or property, ground works or excavations.

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

X Missile Testing operations

XI Leakage from Automatic Sprinkler Installations

Excluding loss, destruction or damage caused by -

- a. defects in construction known to the Insured
- b. repairs or alterations to the home contents, appliances or valuables insured
- c. repairs, removal or extension of the sprinkler installation.

XII Bush Fire

Excluding loss, destruction or damage caused by forest fire.

XIII Earthquake (Fire and Shock)

Loss or damage (including loss or damage by fire) to any of the home contents, appliances or valuables insured occasioned by or through or in consequence of earthquake including flood or overflow of the sea, lakes, reservoirs and rivers and/or landslide / rockslide resulting there from.

Provided always that in the event of a claim for loss or damage due to earthquake the Insured shall (if so required) prove that the loss or damage was occasioned by or through or in consequence of earthquake.

XIV Burglary, housebreaking, hold-up

- a) Loss or damage to home contents, appliances and valuables by burglary, housebreaking and hold-up.

- b) Damage to the Insured's home and/or safe resulting from burglary and/or housebreaking or any attempt thereat subject to a maximum of 5 % of the sum insured.

Provided however that no loss under clauses a) and b) hereinabove, shall together exceed the sum insured mentioned in the Schedule to this Policy.

XV Breakdown of appliances i.e. mechanical / electrical / electronic appliances - due to unforeseen and sudden physical damage caused by and/or solely due to mechanical and / or electrical breakdown.

XVI Robbery including waylaying and snatching away of valuables.

Exclusions in respect of loss or damage due to fire and allied perils including earthquake.

This Policy does not cover:-

1. Loss, destruction or damage caused by war, invasion, act of foreign enemy, hostilities or war like operations (whether war be declared or not), civil war, mutiny or civil commotion assuming the proportions of or amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
2. Loss, destruction or damage, directly or indirectly, caused to the property insured by
 - a) ionising, radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - b) the radio active toxic, explosives or other hazardous properties of any explosive nuclear assembly or nuclear component thereof .
3. Loss, destruction or damage caused to the insured property by pollution or contamination excluding
 - a) pollution or contamination which itself results from a peril hereby insured against
 - b) any peril hereby insured against which itself results from pollution or contamination.
4. Loss, destruction or damage to bullion or works of art of an amount exceeding Rs. 10,000/- manuscripts, plans, drawings, securities or obligations, stamps, coins or paper money, cheques, books of accounts or other business books, computer systems records, explosives unless otherwise expressly stated in the Policy.
5. Loss, destruction or damage to the stocks in cold storage premises caused by change of temperature.
6. Loss, destruction or damage to any electrical machine, apparatus, fixture or fitting arising from or occasioned by over-running, excessive pressure, short circuiting, arcing, self heating or leakage of electricity from whatever cause (lightning included) provided that this exclusion shall apply only to the particular electrical machine, apparatus, fixture or fitting so affected and not to other machines, apparatus, fixtures or fittings which may be destroyed or damaged by fire so set up.
7. Expenses necessarily incurred on (i) Architects, Surveyors and Consulting Engineer's Fees and (ii) debris removal by the Insured following loss, destruction or damage to the property insured by any of the insured perils in excess of 3% and 1% of the claim amount respectively.

8. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
9. Loss 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.
10. Loss by theft during or after the occurrence of any of the insured perils except as provided under riot, strike, malicious and terrorism damage cover.
11. Loss or damage occasioned by or through or in consequence, directly or indirectly, due to volcanic eruption or other convulsions of nature.
12. Loss or damage to property insured if removed to any building or place other than in which it is herein stated to be insured, except machinery and equipment temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding 60 days.

Exclusions in respect of loss or damage due to burglary and/or housebreaking.

This Policy does not cover loss or damage:-

1. where any member of the Insured's family is concerned as principal or accessory
2. to livestock, motor vehicles and pedal cycles
3. to money, securities for money, stamps, bullion, bonds, bills of exchange, promissory notes, shares and stock certificates, business books, manuscripts unless separately specified

Exclusions in respect of loss or damage due to mechanical or mechanical breakdown of appliances.

This Policy does not cover:-

1. Damage caused by any faults or defects existing at the time of commencement of present insurance within the knowledge of Insured or his representatives whether such faults or defects were known to the Company or not.
2. Willful act or negligence of the Insured or his representative.
3. Loss arising out of cessation of work whether total or partial.
4. Derangement of the insured property not accompanied by damage covered under this Policy.
5. Loss of or damage to the property covered under this Policy falling under the terms of the Maintenance agreement. Such exclusions will also apply to parts exchanged in course of such maintenance operations.
6. Damage due to defects of design material or workmanship or otherwise for which the manufacturer or supplier of the insured items is responsible either in law or under contract.
7. Damage due to or consequent upon wear and tear, gradual deterioration, atmospheric or climatic conditions, rust, corrosion, moth, vermin or insect.
8. Loss due to mysterious disappearance and whilst left in unattended vehicles in respect of cellular phones, portable computers and other mobile equipment.
9. Loss or damage to own/in-house developed software.

Exclusions in respect of loss or damage to valuables.

This Policy does not cover:-

1. Cracking, scratching or breakage of lens or glass whether part of any equipment or otherwise or to china, marble, gramophone records and other articles of brittle or fragile nature unless such loss of damage arises from accident to a railway train or ship or aircraft or vehicle by which such property is being conveyed.
2. Moth, mildew, carmine or any process of cleaning, dyeing, repairing or restoring to which the property is subjected.
3. Mechanical derangement or over winding of watches and clocks.
4. Theft from car except from car of fully enclosed salon type having all the doors, windows and other openings securely locked and properly fastened.
5. Whilst being conveyed by any carrier under contract of affreightment.

Basis of Indemnity

Fire and allied perils including earthquake

1. The indemnity shall be on the basis of reinstatement value or market value as opted by the Insured.
2. In the event of home contents, appliances or valuables being damaged by any of the insured perils, the Company shall pay for the amount of loss or damage or at its option replace or repair the damaged property.

The Company may at its option reinstate, replace or repair the home contents and appliances lost or damaged or any part thereof instead of paying the amount of loss or damage or may join with any other insurer in so doing but the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of occurrence of such loss or damage not more than the sum insured thereon.

Reinstatement Value Clause

This is hereby declared and agreed that in the event of property insured under section I (a) with in the policy being destroyed or damaged, the basic upon which the amount payable under 9each of the items of) the policy is to be calculated shall be cost of the replacing or reinstating on the same site or any other site with property of the same kind or type but not superior to or more extensive then the insured property when new as on date of the loss, subject to the following special provision and subject also to the terms and condition of the policy except in so far as the same may be varied hereby.

Special Provision

1. The of the replacement and reinstatement (which may be carried out upon another site and in any manner suitable to the requirement of the insured subject to the liability of the company not being thereby insured) must be recommenced and carried out with the reasonable dispatch and in any case must be completed within 12 months after the destruction or damage of which such further time as the company may in writing allow, otherwise no payment beyond the amount which would have been payable under the policy if this memorandum had not been incorporated therein shall be made.
2. until expenditure has been incurred by the insured in replacing or reinstating the property destroyed or damaged the company shall not be liable for any payment in excess of the amount which would have been payable under the policy if this memorandum had not been incorporated therein.

3. If at the time of replacement or reinstatement the sum representing the cost which would have been incurred in the replacement or reinstatement if the whole of the property covered have been destroyed, exceed the sum insured thereon or at the commencement of any destruction or damage to the such property by any of the peril insured against by the policy, then the insured shall be considered as being his own insurer for the excess and shall bear a ratable proportion of the loss accordingly. Each item of the policy (if more then one) to which the memorandum applies shall be separately subject to the foregoing provision.
4. This memorandum shall be without force of effect if
 - The insured fail to intimate the company within 6 months from the date of destruction or damage or such further time as the company may in writing allow this intention to replace or reinstate the property damage or destroyed.
 - The insured is unable or unwilling to replace or reinstate the property damage or destroyed on the same or another site

Mechanical / electrical breakdown of appliances

(a) In cases where damage to an insured item can be repaired, the Company will pay expense necessarily incurred to restore the damaged item 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, 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 item 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 item destroyed but the salvage will be taken into account.

Any extra charge incurred for over time, 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 cost of making any such drawing patterns or 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 a part of the final repairs and do not increase the total repair costs.

Excess

Settlement of claims under the Policy is subject to the following excess in respect of each and every claim for loss or damage admitted under the Policy.

Burglary, housebreaking and hold-up - Rs.1000/- for each and every claim

Loss or damage to Valuables - Rs. 1,000/- for each and every claim

Electrical / mechanical breakdown of electronic appliances -

- a) In case of personal computers/Laptops, 5% of the claim amount subject to a minimum of Rs.2,500/-.
- b) Other than PCs / Laptops Rs. 1,000/-

Reinstatement of Sum Insured

Immediately upon the happening of any loss or damage as described under section I (b), I (c) and section II of the policy, the sum insured would stand the reduced by the amount of loss or damage and a pro-rata premium for the unexpired period from the date of such loss to the expiry of period of insurance for the amount of such loss shall be payable by Insured/Insured Person(s) to company. The provision for reinstatement of sum insured following settlement of the claim is available to the Insured/Insured Person(s) once during the policy period.

Where after a claim under section I (b), I (c) and section II of the policy, if the sum insured is not reinstated, the liability for any subsequent claim shall be limited to the balance available sum insured under the policy. The additional premium referred above shall be deducted from the net claim amount payable under the policy. The intention of this condition is to ensure the continuity of the cover to the insured subject only to the company's right for deduction from the claim amount, when settled, of pro-rata premium to be calculated from the date of loss till expiry of the policy

Notwithstanding what is stated above, the sum insured shall stated above, the sum insured shall stand reduced by the amount of loss in case Insured/Insured Person(s) immediately on the occurrence of the loss exercise insured / insured person's option not to reinstate the sum insured as above.

Section III- Personal Accident

This Section provides for compensation towards bodily injury, solely and directly, caused by accidental, violent, external and visible means resulting in death or permanent or partial disablement, as the case may be, of the Insured / Insured Person within 12(twelve) calendar months of occurrence of such injury.

It also provides for reimbursement, in the event of the death of the Insured / Insured Person due to injury caused, solely and directly, by accidental, violent, external and visible means outside his/her home, of the expenses incurred for transportation of Insured / Insured Person's dead body to the place of residence subject to a maximum of Rs 2,500/-.

It further provides for payment, in the event of death or permanent total disablement of the Insured caused, solely and directly, by accidental, violent, external and visible means, of compensation towards Education Fund for dependent children as below:

- ◆ If the Insured has one dependent child below the age of 21 years who is pursuing studies, an amount of Rs 5,000/-.

- ◆ If the Insured has more than one dependent child below the age of 21 years who are pursuing studies, an amount of Rs 10,000/-

provided that the age limit of 21 years shall apply as on date of accident and not at the beginning of the Policy year.

Basis of settlement

Subject to the sum insured being the maximum liability of the Company under this Section, the Company shall pay to the Insured/Insured Person, his/her nominee or the legal representatives, as the case may be, the sum or sums as set forth in the Table of Benefits below:

Table of Benefits	Percentage of Sum Insured
1. Death	100 %
2. Total and irrecoverable loss of	
i) Sight of both eyes or of the actual loss by physical separation of the two entire hands or two entire feet or one entire hand and one entire foot or of such loss of sight of one eye and such loss of one entire hand or one entire foot.	100 %
ii) Use of two hands or of two feet or of one hand and one foot or of such loss of sight of one eye and such loss of use of one hand or one foot.	100 %
3. Total and irrecoverable loss of	
i) The sight of one eye or the actual loss by physical separation of one entire hand or one entire foot.	50 %
ii) Use of a hand or a foot without physical separation	50 %
For the purpose of items 2 and 3 above, physical separation of one entire hand shall mean separation at or above wrist and/or of the foot at or above ankle, respectively.	
4. Permanent total and absolute disablement disabling the Insured Person from engaging in any employment or occupation of any description whatsoever.	100 %
5. Total and irrecoverable loss of various parts as given below:	
	Percentage of Sum Insured
Loss of toes - all	20%
Loss of toes great - both phalanges	5%
Loss of toes great - one phalanx	2%
Loss of toes other than great, if more than one toe lost: each	1%
Loss of hearing - both ears	75%
Loss of hearing - one ear	30%
Loss of four fingers and thumb of one hand	40%
Loss of four fingers	35%
Loss of thumb - both phalanges	25%
Loss of thumb - one phalanx	10%
Loss of index finger - three phalanges or two phalanges or one phalanx	10%
Loss of middle finger - three phalanges or two phalanges or one phalanx	6%
Loss of ring finger - three phalanges or two phalanges or one phalanx	5%
Loss of little finger - three phalanges or two phalanges or one phalanx	4%

Loss of metacarpals – first or second (additional) or third, fourth or fifth (additional)	3%
Any other permanent partial disablement	Percentage as assessed by the panel doctor

The sum insured under this Section, shall be increased by 5% for each completed year during which the policy shall have been in force prior to the occurrence of an accident for which capital sum becomes payable but the amount of such increase shall not exceed 50% of the capital sum insured. This clause shall not in any way alter the annual character of the insurance nor the right of the Company to decline to renew or to cancel this Policy. The earned cumulative bonus will not be lost if the Policy is renewed within 30 days after its expiry.

Exclusions applicable to Section III of this Policy

The Company shall not be liable under this Section for:

1. Any payment in case of more than one claim under the Policy during any one period of insurance by which the maximum liability of the Company in that period exceeds the available sum payable.
2. Any existing disablement.
3. Death or disablement resulting, directly or indirectly, caused by, contributed to or aggravated or prolonged by child birth or from pregnancy or in consequence thereof.
4. Payment of compensation in respect of death, injury or disablement of the Insured Person (a) from intentional self-injury, suicide or attempted suicide, (b) self exposure to needless perils except in an attempt to save human life, (c) whilst under the influence of liquor or drugs or other intoxicants (d) whilst engaging in aviation or ballooning whilst mounting into, dismounting from or traveling in any aircraft or balloon other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world, (e) directly or indirectly, caused by venereal disease, AIDS or insanity, (f) arising or resulting from the Insured / Insured Person committing any breach of law or participating in an actual or attempted felony, riot, crime, misdemeanor or civil commotion (g) whilst engaging in racing, hunting, mountaineering, ice hockey, winter sports.
5. Any loss or damage cost or expense of whatsoever nature.

'Standard type of aircraft' means any aircraft duly licensed to carry passengers (for hire or otherwise) by an appropriate authority irrespective of whether such an aircraft is privately owned or chartered or operated by a regular airline or whether such an aircraft has a single engine or multiengine.

Section IV Hospitalisation

The Company, under this Section, undertakes, that if during the period mentioned in the Schedule to this Policy, the Insured / Insured Person shall contract any disease, illness or injury and if such disease, illness or injury shall upon the advice of a duly qualified Medical Practitioner require any such Insured/Insured Person, to incur hospitalisation and / or other related expenses at any Hospital/ Nursing Home in India (hereinafter called "Hospital") as an inpatient or domiciliary hospitalisation expenses in any of the circumstances mentioned hereunder, then the Company will pay to the Insured / Insured Person, his /her nominee, or the legal representatives, as the case may be, the amount of such expenses/charges as would fall under the different heads mentioned

below and as are reasonably and necessarily incurred by or on behalf of such Insured / Insured Person for -

1. Hospital (Room & Boarding and Operation theatre) charges,
2. Fees of Surgeon, Anesthetist, Nurse, Specialists etc.,
3. Cost of diagnostic tests, medicines, blood, oxygen, appliances like pacemaker, artificial limbs and organs etc.
4. Pre and post hospitalisation expenses
5. Ambulance charges
6. Day Care treatment

in manner, for the period and to the extent of the sum insured as mentioned in this Policy.

1. Hospitalisation Expenses

This benefit covers payment of hospitalisation expenses incurred by the Insured / Insured Person for disease / illness / injury contracted or sustained by the Insured / Insured Person during the Policy period mentioned in the Schedule to this Policy, in a Hospital, as an in-patient, which, among other things, includes, Hospital (Room & Boarding and Operation theatre) charges, fees of Surgeon, Anesthetist, Nurses, Specialists, the cost of diagnostic tests, medicines, blood, oxygen, appliances like pacemaker, artificial limbs and organs etc.

The Insured/Insured Person should have been hospitalised as an in-patient for a minimum period of 24 hours. However, this time limit will not apply to the specific treatments defined under Day Care treatment.

2. Domiciliary hospitalisation

This benefit covers payment of expenses incurred for medical treatment pertaining to domiciliary hospitalisation for a period exceeding three days for disease, illness or injury, which in the normal course, would require care and treatment at a Hospital/Nursing Home, but is actually taken whilst the Insured / Insured Person is confined at home in India, under any of the following circumstances namely: -

- a. the condition of the patient is such that he/she cannot be removed to Hospital/Nursing Home, or
- b. the patient cannot be admitted to Hospital/Nursing Home for lack of accommodation therein.

Domiciliary hospitalisation benefits shall be subject to the sum insured mentioned in the Schedule to this Policy, and shall, in no case cover expenses incurred for:

- a. Pre and Post Hospital treatment,
- b. Treatment of any of the following diseases / illness / injury:
 - i. Asthma
 - ii. Bronchitis
 - iii. Chronic nephritis and nephritic syndrome
 - iv. Diarrhea & all types of dysenteries including gastroenteritis
 - v. Diabetes mellitus and insipidus
 - vi. Epilepsy
 - vii. Hypertension

- viii. Influenza, cough and cold
- ix. All psychiatric or psychosomatic disorders
- x. Pyrexia of unknown origin for less than 10 days
- xi. Tonsillitis and upper respiratory tract infection including laryngitis & pharyngitis
- xii. Arthritis, gout and rheumatism.

Domiciliary hospitalisation benefits also cover expense on nurses engaged on the recommendation of the attending medical practitioner. The same shall be subject to the sum insured mentioned in the Schedule to this Policy.

3. Day care treatment

This benefit covers relevant medical expenses incurred by the Insured / Insured Person in case of day care treatment (where 24 hours of hospitalisation is not required) such as dialysis, chemotherapy, radiotherapy, eye surgery, lithotripsy (kidney stone removal), D & C, tonsillectomy undertaken in a Hospital / Nursing Home.

4. Pre-Hospitalisation

This benefit covers relevant medical expenses incurred during a period up to the number of days as mentioned in the Schedule to this Policy prior to hospitalisation for treatment of disease, illness or injury sustained and considered a part of a claim admissible under this Policy.

5. Post-Hospitalisation

This benefit covers relevant medical expenses incurred during a period up to the number of days mentioned in the Schedule to this Policy, after discharge from Hospital / Nursing Home for continuous treatment of the disease, illness or injury sustained for which the Insured / Insured Person was hospitalised giving rise to an admissible claim under this Policy.

6. Pre-Existing Disease

This Policy covers relevant medical expenses incurred for treatment of pre-existing disease, illness or injury, subject to the periods mentioned in the Schedule to this Policy.

7. Cost of health check up

This benefit provides for payment to Insured / Insured Person of cost / charges incurred for medical check up once every 4 years provided there were no claims reported during the said 4 years period.

Exclusions applicable to Section IV of this Policy

The Company shall not be liable to make any payment for any claim directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following:

1. Pre-existing diseases / illness / injury / condition - All diseases, illnesses, injuries, condition which are pre-existing when the cover incepts for the first time. However, this Policy shall provide for payment of expenses for treatment relating to pre-existing

diseases, illness, injury and condition from the 5th year of the Policy after four continuous renewals.

2. Medical expenses incurred for treatment undertaken for disease or illness and/or for critical illness within 30 days of the inception date of this Policy. This exclusion doesn't apply for subsequent renewals with the Company without a break.
3. Expenses incurred on treatment of following diseases, illness, injury within the first year from the inception of this Policy:
 - a. Benign Prostatic Hypertrophy
 - b. Myomectomy, Hysterectomy unless because of malignancy
 - c. Dilation and curettage
 - d. Skin and all internal tumors/ cysts/nodules/ polyps of any kind including breast lumps unless malignant /adenoids and hemorrhoids
 - e. Dialysis required for chronic renal failure
 - f. Gastric and Duodenal ulcers
4. Circumcision unless necessary for treatment of a disease, illness or injury not excluded hereunder, or, as may be necessitated due to an accident.
5. Dental treatment or surgery of any kind unless requiring hospitalisation.
6. Birth control procedures, hormone replacement therapy, treatment arising from or traceable to pregnancy, childbirth including caesarean section and voluntary medical termination of pregnancy during the first 12 weeks from the date of conception. However, this exclusion will not apply to Ectopic Pregnancy proved by diagnostic means and certified to be life threatening by the attending Medical Practitioner.
7. Routine medical, eye and ear examinations, cost of spectacles, laser surgery, contact lenses or hearing aids, vaccinations, issue of medical certificates and examinations as to suitability for employment or travel.
8. Acquired Immune Deficiency Syndrome (AIDS), AIDS related complex syndrome (ARCS) and all diseases / illness / injury caused by and/or related to HIV.
9. Vitamins and tonics unless forming part of treatment for disease, illness or injury as certified by the Medical Practitioner,
10. Treatment of obesity, general debility, convalescence, run down condition or rest cure, congenital external / internal disease/ illness or defects or anomalies, sterility, venereal disease or intentional self-injury and use of intoxicating drugs/alcohol.
11. Sex change or treatment, which results from, or is in any way related to, sex change.
12. Vaccination and inoculation of any kind.
13. Treatment by a family member and self-medication or any treatment that is not scientifically recognized.
14. Any criminal act.

15. Disease / illness / injury, directly or indirectly, caused by or arising from or attributable to foreign invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, act of terrorism.
16. Any treatment received in convalescent homes, convalescent hospitals, health hydros, nature cure clinics or similar establishments.
17. Any medical, physical or mental condition or treatment or service, which is specifically excluded under this Policy.
18. Alcohol or drug abuse.
19. Disease / illness / injury whilst performing duties as a serving member of a military or a police force.
20. Prostheses, corrective devices and medical appliances, which are not, required intra-operatively or for the disease/ illness/ injury for which the Insured / Insured Person was hospitalised.
21. Any stay in Hospital without undertaking any treatment or where there is no active regular treatment by the Medical Practitioner.
22. Treatment of mental disease / illness, stress, psychiatric or psychological disorders.
23. Aesthetic treatment, cosmetic surgery and plastic surgery unless necessitated due to accident or as a part of any disease/ illness / injury.
24. Any loss, directly or indirectly, due to contamination due to an act of terrorism, regardless of any contributory causes (if the Company alleges that by reason of this exclusion any loss is not covered by this insurance, the burden of proving the contrary shall be upon the Insured / Insured Person).
25. Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
26. Disease, illness, injury, directly or indirectly, caused by or contributed to by nuclear weapons/materials or radioactive contamination.
27. Experimental and unproven treatment.
28. Charges incurred primarily for diagnostic, X-ray or laboratory examinations or other diagnostic studies not consistent with or incidental to the diagnosis and treatment of the positive existence or presence of any disease, illness or injury, for which confinement is required at a Hospital/Nursing Home or at home under domiciliary hospitalisation as defined.
29. Costs of donor screening or treatment, unless specifically covered and specified in the Schedule to this Policy.

30. Naturopathy treatment or any other form of local medication.
31. Any treatment received outside India.
32. Treatment taken from persons not registered as Medical Practitioners under respective medical councils.
33. Industrial disaster.
34. Insured/Insured Person whilst engaging in speed contest or racing of any kind (other than on foot), bungee jumping, parasailing, ballooning, parachuting, skydiving, paragliding, hang gliding, mountain or rock climbing necessitating the use of guides or ropes, potholing, abseiling, deep sea diving using hard helmet and breathing apparatus, polo, snow and ice sports.
35. Insured/Insured Person whilst flying or taking part in aerial activities (including cabin crew) except as a fare-paying passenger in a regular Scheduled airline or air charter company.

Claim Procedure

When & How to Claim

It is a condition precedent to the Company's liability that upon the discovery or happening of any disease/illness/injury that may give rise to a claim under this Policy, the Insured / Insured Person shall undertake the following:

1. Claim Notification

The Insured / Insured Person shall give immediate notice to the Third Party Administrator named in the Schedule to this Policy, by calling the toll free number as specified in the Schedule to the Policy and also in writing at the address shown in the Schedule with particulars as below: Policy Number, Name of the Insured/Insured Person availing treatment, nature of disease / illness / injury, name and address of the attending Medical Practitioner / Hospital and any other relevant information. This information also needs to be provided to the Company immediately and prior to availing treatment and in any case within 7 days, failing which the Company has the right to treat the claim as in-admissible or to pay only a maximum of 80% of the admissible amount.

2. Cashless Hospitalisation

The Company shall provide cashless hospitalisation to the Insured /Insured Person through the Third Party Administrator (TPA). The Insured / Insured Persons can avail of cashless hospitalisation upto the limit of sum insured mentioned in the Schedule to this Policy, subject to obtaining pre-authorisation from the TPA.

Insured/ Insured Person need to submit to the TPA complete information of the disease, illness or injury requiring treatment to be undertaken in a Hospital/ Nursing Home which is within the TPA network, along with certification from the Medical Practitioner and/or Hospital/ Nursing Home. Considering the above, the TPA shall issue pre-authorisation to the Hospital / Nursing Home concerned for cashless

hospitalisation for the treatment of the Insured / Insured Person upto the limit of the sum insured specified in the Schedule to this Policy.

However, cashless hospitalisation will not be available if the treatment is undertaken in a non-networked Hospital / Nursing Home, in which case, the Insured / Insured Person shall, after due intimation about the hospitalisation details to the Company / TPA as mentioned hereinabove, pay the hospitalisation expenses directly to the Hospital / Nursing Home concerned and claim reimbursement from the Company for the same.

The Company will notify, from time to time, the list of Hospitals/ Nursing Homes within the TPA network.

Where cashless hospitalisation is pre-authorized by the TPA, the Insured / Insured Person need not pay the hospitalisation expenses for the treatment undertaken for diseases, illness or injury which are covered under this Policy, and the same shall be paid by the TPA directly to the Hospital/ Nursing Home.

Cashless hospitalisation benefit shall be limited exclusively to hospitalisation expenses incurred for treatment undertaken for disease, illness or injury in a network Hospital / Nursing Home and shall not extend to other benefits.

3. Claim Processing

The Third Party Administrator appointed by the Company will process the claim on behalf of the Company and make all payments.

The Company requires the Insured / Insured Persons to deliver to the Third Party Administrator at their own expense, within 30 days of the Insured's / Insured Person's discharge from Hospital/ Nursing Home (for post-hospitalisation expenses, completion of post-hospitalisation period or completion of treatment, whichever is earlier), any and all information and documentation concerning the claim or the Company's liability for it, including but not limited to:

- Duly filled claim form(s)
- Original bills, receipts and discharge/card from the Hospital /Nursing Home / Medical Practitioner
- Original bills from chemists supported by proper prescription
- Original Investigation test reports and payment receipts
- Medical Practitioner's referral letter advising hospitalisation
- Original bills and receipts for claiming Ambulance charges
- Original bills, receipts and Medical Practitioner's prescription for claiming benefits under external mobility aids and appliances.

If so, requested by the Company, the Insured / Insured Person will have to submit for a medical examination by the Company's or Third Party Administrator's Medical Practitioner as often as the Company considers necessary.

Section V Loss of passport

In the event, the passport belonging to the Insured/ Insured Person is lost, the Company will reimburse the Insured/ Insured Person actual expenses incurred for obtaining a duplicate or fresh passport but not exceeding the sum insured mentioned in the Schedule to this Policy.

Exclusions applicable to Section V of this Policy

The Company shall not be liable to make any payment under this Section in connection with or in respect of any expenses whatsoever incurred by the Insured / Insured Person for:

1. Loss of the passport due to delay or confiscation or detention by the customs, police or public authorities.
2. Loss of the passport due to theft unless it has been reported to the police within 24 hours of the Insured / Insured Person becoming aware of the theft and a written police report being obtained in that regard.
3. Loss of the passport due to it being left unattended or forgotten by the Insured / Insured Person in a public place or public transport, hotel or apartment.
4. Loss or theft of the passport from a private place or from a private vehicle, unless it was located in a locked hotel room, apartment or locked vehicle, and forcible and violent entry was used to gain access to it.
5. Any exclusion mentioned in the 'General Exclusions' section of this Policy

Section VI Moving to a new home

This Section provides for payment of compensation for loss or damage to home contents and appliances while they are being transported by professional packers and movers to a new home of the Insured anywhere in India. The cover includes temporary storage for up to seven days by the professional packers and movers.

Compensation under this Section is limited to the Sum Insured mentioned in the Schedule to this Policy.

No loss or damage, if any, reported to the Company after seven days of the home contents and appliances being delivered at the new home, shall be payable.

Section VII Loss of title deeds

This Section provides for reimbursement of actual expenses incurred by the Insured or Rs. 3,000/- whichever is less, for cost of replacement of title deeds of his/her home, following any loss or damage to the title deeds caused by -

1. fire and allied perils including earthquake,
2. burglary, housebreaking and theft,
3. robbery, waylaying, snatching away.

in accordance with the Table of perils covered and exclusions in this Policy.

Section VIII Payment for home loan instalments

This Section provides for payment of home loan instalments upto a maximum of 6 EMIs in respect of the home loan, if any, taken by the Insured in his/her name or in joint name with spouse in the unfortunate event of death or permanent total disability of the Insured due to an accident.

There shall have been a valid claim payable under the Personal Accident Section of this Policy for the accidental death or permanent disability of the Insured. All the special exclusions as applicable to the Personal Accident Section herein above shall apply to this Section also.

The liability of the Company shall not exceed the sum insured as mentioned in the Schedule to this Policy.

Section IX Additional rent for alternative accommodation

This Section provides for payment of expenses of additional rent for alternative accommodation availed of by the Insured in the event of the Insured's home (being the original premises) mentioned in the Schedule to this Policy being destroyed or damaged by fire and allied perils including earthquake and rendered unfit for occupation subject to the following:

1. The Indemnity shall be limited to the period during which the original premises remain untenable as a result of occurrence of perils insured against and shall not exceed six months.
2. The liability of the Company shall not exceed the sum insured as mentioned in the Schedule to this Policy.
3. The additional expenses under this Section shall be the difference between the new and the original rent only.
4. Certificate from the Local Municipal Authority or an Architect to the effect that premises in question are untenable is required to be submitted.
5. The cover is granted against Fire and allied perils including Earthquake (Fire & Shock). Cover against Riot, Strike, Malicious damage is 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 such occurrences.
6. The cover is limited to buildings other than those of "Kutchra" construction.
7. The area for alternative accommodation shall be equivalent to the area presently occupied by the Insured. However, no restriction will apply in respect of locality for the alternative accommodation, so long as the alternative accommodation is taken in the same city or town.
8. Where the Insured is the Owner-Occupant of the present property, since he will not be paying any rent based on the area occupied by him (in comparison with the actual rent being paid by the tenant in the same building or similar buildings in the same locality) the standard rent based on the rateable values fixed by Municipal/Revenue Authorities for tax purposes shall be treated as the original rent for the purpose of this Section.
9. If the sum produced by applying the monthly additional rent, borne by the insured for the alternative accommodation to the maximum indemnity period is more than the Sum Insured hereby, the liability of the Company shall be proportionately reduced.
10. If the area of alternative accommodation taken by the Insured is more than the area of the original premises, the additional rent borne by the Insured for the purpose of this Section shall be deemed to be that proportion of the additional rent actually borne by the Insured as the area of the original premises bears to the area of the alternative accommodation taken by the

Insured.

11. If the insured is a tenant only and for safeguarding his legal tenancy rights is obliged to pay rent for the premises even during the period when it is not fit for occupation, the additional rent borne by him shall be the actual rent for the alternative accommodation
12. If the insured is a tenant and is not obliged to pay rent for the premises during the period when it is not fit for occupation, the additional rent borne by him is the actual rent paid for alternative accommodation taken less the rent which he was paying for the premises immediately prior to the same being damaged or destroyed by Insured Perils and rendered unfit for occupation

CONDITIONS

(applicable only for coverage under Fire and allied perils including earthquake)

1. All insurance under this Policy shall cease on expiry of seven days from the date of fall or displacement of any building or part thereof or of the whole or any part of any range of buildings or of any structure of which such building forms part.

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

Notwithstanding the above, the Company subject to an express notice being given as soon as possible but not later than seven days of any such fall or displacement may agree to continue the insurance subject to revised rates, terms and conditions as may be decided by it and confirmed in writing to this effect.

2. Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the Insured, before the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the Policy by or on behalf of the Company: -
 - a. If the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building insured or containing the insured property be changed in such a way as to increase the risk of loss or damage by insured perils.
 - b. If the building insured or containing the insured property becomes unoccupied and so remains for a period of more than 30 days.
 - c. If the interest in the property passes from the Insured otherwise than by will or operation of law.
3. This insurance does not cover any loss or damage to property which, at the time of the happening of such loss or damage, is insured by or would, but for the existence of this Policy, be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected.
4. (i) On the happening of any loss or damage the Insured shall forthwith give notice thereof to the Company and shall within 15 days after the loss or damage, or such further time as the Company may in writing allow in that behalf, deliver to the Company
 - a. A claim in writing for the loss or damage containing in particular an account as may be reasonably practicable of all the several articles or items or property damaged or

destroyed, and of the amount of the loss or damage thereto respectively, having regard to their value at the time of the loss or damage not including profit of any kind.

b. Particulars of all other insurances, if any.

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

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

(ii) In no case whatsoever shall the Company 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 a pending action or arbitration; it being expressly agreed and declared that if the Company shall disclaim liability for any claim hereunder and such claim shall not within 12 calendar months from the date of the disclaimer have been made the subject matter of a suit in a court of law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

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

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

6. If the Company at its option, reinstates or replaces the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or join with any other Company or Insurer(s) in so doing, the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage nor more than the sum insured by the Company thereon. If the Company so elects to reinstate or replace any property the Insured shall at his own expense furnish the Company with such plans, specifications, measurements, quantities and other particulars as the Company may require, and no acts done, or caused to be done, by the Company with a view to reinstatement or replacement shall be deemed an election by the Company to reinstate or replace.

If in any case the Company shall be unable to reinstate or repair the property hereby insured, because of any Municipal or other regulations in force affecting the alignment of streets or the construction of buildings or otherwise, the Company shall, in every such case, only be liable to pay such sum as would be requisite to reinstate or repair such property if the same could lawfully be reinstated to its former condition.

7. At all times during the period of this Policy the insurance cover will be maintained to the full extent of the respective sum insured in consideration of which upon the settlement of any loss under this Policy, pro-rata premium for the unexpired period from the date of such loss to the expiry of period of insurance for the amount of such loss shall be payable by the Insured to the Company.

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

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

CONDITIONS APPLICABLE TO ALL SECTIONS OF THIS POLICY

1. **Notice:** Every notice and communication to the Company required by this Policy shall be in writing and be addressed to the nearest office of the Company.
2. **Duty of disclosure:** This Policy shall be void and all premium paid shall be forfeited to the Company in the event of misrepresentation, misdescription or non-disclosure of any material particulars.
3. **Reasonable Care:** The Insured shall take all reasonable steps to safeguard the property insured against any loss or damage.

4. **Alteration of risk** : All cover under this Policy shall cease if any alteration be made whereby the risk of damage or injury is increased unless such alteration be agreed to by the Company in writing.
5. **Cancellation**: This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the premium at the short period rate as per All India Fire Tariff (Table given here below) for the time the Policy has been in force. This insurance may also at any time be terminated at the option of the Company, on 15 days' notice to that effect being given to the Insured, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.

Table of Short Period Scales	
Period of Risk(Not exceeding)	Premium to be retained (%of the Annual Rate).
15 days	10%
1 Month	15%
2 Months	30%
3 Months	40%
4 Months	50%
5 Months	60%
6 Months	70%
7 Months	75%
8 Months	80%
9 Months	85%
Exceeding 9 Months	Full Annual Premium.

6. **Claims Procedure: (other than in respect of Fire and allied perils including earthquake and Hospitalisation)**

(i) The Insured / Insured Person shall upon the occurrence of any event giving rise or likely to give rise to a claim under this Policy:

- a. In the event of theft lodge forthwith a complaint with the Police and take all practicable steps to apprehend the guilty person or persons and to recover the property lost.
- b. Give immediate notice thereof to the Company and shall within fourteen (14) days thereafter furnish to the Company at his own expense detailed particulars of the amount of the loss or damage together with such explanations and evidence to substantiate the claim as the Company may reasonably require.
- c. Tender to the Company all reasonable information, assistance and proof in connection with any claim.

(ii) If the Insured / Insured Person shall sustain any bodily injury in respect of which a claim is or may be made hereunder prompt written notice thereof shall be given to the Company as soon as possible but in any event within fourteen days of the date of injury. If the Insured / Insured Person shall die, notice of death shall be given by the nominees / legal representative(s) forthwith. All certificates, information and evidence whether from a Medical Attendant or otherwise required by the Company shall be furnished at the expense of the Insured / Insured Person or nominee or legal representatives, as the case may be, and shall be in such form and of such nature as the Company may prescribe. The Insured / Insured Person must immediately after the occurrence of any accident which may be the

subject of a claim hereunder obtain medical treatment failing which the Company will not be liable for any consequence thereof. The documents required are:

In case of Personal Accident Death claims

- a. FIR from police authorities wherever necessary (in case of accidents outside residence)
- b. Death Certificate from the Municipal Authorities
- c. Post Mortem Report

In case of Personal Accident Disability claims

- a. FIR from police authorities wherever necessary (in case of accidents outside residence)
- b. Medical Certificate from the attending Medical Practitioner for the injury indicating the extent of disability
- c. Hospital Medical Records

(iii) The Insured / Insured Person shall forward to the Company forthwith every written notice or information of any verbal notice of claim and shall send to the Company any writ, summons or other legal process issued or commenced against the Insured / Insured Person and shall give all necessary information and assistance to enable the Company to settle or resist any claim or to institute proceedings. The Insured / Insured Person shall not incur any expenses in making good any claim without the written consent of the Company and shall not negotiate, pay, settle, admit or repudiate any claim without such consent.

7. **Contribution:** If at the time of happening of any loss or damage covered by this Policy there shall be existing any other insurance covering the same property insured, whether effected by the Insured or not, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage. However, this condition shall not have any effect on the Personal Accident Section of the Policy.
8. **Subrogation:** The Insured / Insured Person and any claimant under this Policy shall at the expense of the Company do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon the Company paying for or making good any loss or damage under this Policy whether such acts and things shall be or become necessary or required before or after the Insured / Insured Person's indemnification by the Company.
9. **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 the Insured / Insured Person or any one acting on his / their behalf to obtain any benefit under the Policy or if the loss or damage be occasioned by the willful act or with the connivance of the Insured / Insured Person all benefits under this Policy shall be forfeited.
10. **Arbitration:** If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties thereto or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and

the third arbitrator to be appointed by such two arbitrators and the arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

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

The Company agrees and undertakes to indemnify the Insured / Insured Person against any loss of or damage to property or any part thereof suffered by the Insured / Insured Person not exceeding the sum insured stated against each item or total sum insured stated in the Schedule, as the case may be, under this Policy provided the Company is bound and liable to indemnify the Insured / Insured Person in accordance with the terms and conditions of this Policy only and only if the Insured / Insured Person makes a demand or claim on the Company in writing within 12 (twelve) months of the occurrence of any event giving rise to a claim hereunder.

11. **Observance of Terms and Conditions:** The due observance and fulfillment of the terms, conditions and endorsements of this Policy insofar as they relate to anything to be done or complied with by the Insured / Insured Person shall be a condition precedent to any liability of the Company to make any payment under this Policy.

Exclusions applicable to all Sections of this Policy

This Policy does not cover:

1. Loss, damage, liability or expenses, whether direct or indirect occasioned by happening through or arising from any consequences of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection military or usurped power or civil commotion or loot or pillage in connection therewith.
2. Loss or damage caused by depreciation or wear and tear.
3. Consequential loss of any kind or description.
 - a) Loss or damage, directly or indirectly, caused by or arising from or in consequence of or contributed to by nuclear weapons material.
 - b) Loss or damage, directly or indirectly, caused by or arising from or in consequence of or contributed to by ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For this purpose only combustion shall include any self-sustaining process of nuclear fission.


Reliance
**General Insurance
Company Limited**

 (Registered Office: 19, Reliance Center, Walchand Hirachand Marg, Billard Estate, Mumbai - 400 038)
 RGICL/MI-RHOC/Form 2

Reliance Home Care Insurance Proposal Form

The property proposed for insurance is not covered until the proposal is accepted and premium received.

Customer ID

Broker/Agent's Name		Code	
1. Name of the proposer			
2 a). Address of the proposer		2 b) Address of the home to be insured	
3. Period of insurance			
4. Please specify the Scheme opted for by putting a tick mark in the appropriate column.			
OPTIONS SELECTED	STANDARD	SILVER	GOLD
1 year			
<p>"Home contents" mean and include furniture, fixture, fittings, linen, clothing, kitchen items, cutlery / crockery contained in the Insured's home for domestic use and all such items for which the Insured is accountable</p> <p>"Appliances" shall mean and include electrical, mechanical and electronic appliances such as refrigerator, television, DVD player, videocassette recorder/player, washing machine, microwave oven, music system, personal computer, laptops and air-conditioner contained or fixed in the Insured's home for domestic use</p> <p>"Valuables" shall mean and include articles of jewellery made of gold, silver, precious metals and/or stones and shall include furs, cameras and watches, owned by the Insured and contained in the Insured's home and/or worn by Insured and/or members of Insured's family permanently living with the Insured</p>			
5. Please provide the below mentioned details about yourself, your spouse and two dependant children, to be covered for Health Cover & Personal Accident:			
Particulars	Proposer	Spouse	Dependent Child - 1
a. Name			Dependent Child - 2
b. Age			
c. Diseases Suffering from (if any)			
d. Since when have you been suffering from this disease			
e. Do you have an additional Health policy	Yes / No	Yes / No	Yes / No
f. If yes please provide the details of the same			
i. Policy Number:			
ii. Sum Insured: (amt in Rs.)			
iii. Name of the Insurance Co.			
6. In continuation of the above please provide your family's Passport details:			
a. Do you have a Passport	Yes / No	Yes / No	Yes / No
b. Please provide your Passport Number			
7. Please provide details regarding Title deeds of your home			
a. Registration date			
b. Place of registration			
c. Title deed Number(s)			

8. Financial details of your home	
a. Is your home financed by some Financial Institution / Bank	Yes / No
b. If Yes please provide the Name of the Bank	
c. Please provide the amount of home loan	
d. Please provide the tenure of the home loan	
e. Please provide the start date of the home loan (month / Year)	
f. What is the approximate EMI of the home loan	
g. Please provide the name of person in whose name the home loan is taken	

I/We hereby declare that the statements, answers and particulars given by me / us in this proposal form including the details furnished overleaf are true to the best of my / our knowledge and belief. It is hereby understood and agreed that the statements, answers and particulars provided hereinafve including the details furnished overleaf are the basis on which this insurance is being granted and that if, after the insurance is effected, it is found that any of the statements, answers or particulars are incorrect or untrue in any respect, the Company shall have no liability under this insurance.

I/We agree and undertake to convey to Reliance General Insurance Company Limited any additions/alterations carried out in the risk proposed for insurance after submission of this proposal form.

Place:

Date:

Signature of Proposer

Prohibition of rebates - Section 41 of The Insurance Act 1938

- | | |
|----|--|
| 1. | 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 or 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 continuing a policy accept any rebate except such rebates as may be allowed in accordance with the prospectus or tables of the insurer. |
| 2. | Any person making default in complying with the provisions of this Section shall be punishable with fine which may extend up to Rs 500/-. |





Reliance
General Insurance
Company Limited

(Regd Office: 19, Reliance Centre, Walchand Hirachand Marg, Ballard Estate, Mumbai - 400 038)

RGICL/MI-RHOC/Form 3

Reliance Home Care Insurance Policy
Schedule

Regional Office & code:		Agency / Broker Name: Code:		
Policy No:				
Date of proposal & declaration:		Details of previous policy (in case of renewal) Previous policy No: Date of expiry:		
Name and address of the Insured:				
Address of the home covered:				
Period of Insurance:				
Plan Opted	Standard	Silver	Gold	Platinum
Section No.	Sum Insured			
I Home Contents and Appliances	Rs.			
Whether Terrorism Cover is opted	Yes / No (The sum insured is limited to the Sum Insured opted for Section I)			
II Valuables	Rs.			
Whether Terrorism Cover is opted	Yes / No (The sum insured is limited to the Sum Insured opted for Section II)			
III Personal Accident (Sum Insured of the Insured)	Rs.			
<ul style="list-style-type: none"> Sum Insured for Spouse will be limited to 50% of the Sum Insured for the Insured subject to a max of Rs. 1 lakh. Sum Insured for dependent children will be limited to 25% of the Sum Insured for the Insured subject to a max of Rs. 50,000/- for each dependent child. 				
IV Hospitalisation	Rs.			
<ul style="list-style-type: none"> On family floater basis for Insured, spouse and two dependant children upto age of 21 years. Maximum Age limit for scheme is 55 years. However, for persons above 45 years of age, cover is subject to medical reports. Covers Pre-hospitalisation expenses for 30 days prior to hospitalisation Covers Post hospitalisation expenses for follow-up treatment for 60 days following discharge from the Hospital/Nursing Home. Covers domiciliary hospitalisation expenses limited to 10% of Sum Insured under Hospitalisation Section Covers pre-existing diseases/illness/injury / condition after four years of renewal. Claims administration only through TPA. 				
Name and address of Spouse and of the two dependant children aged below 21 years to be covered for Personal Accident and Hospitalisation				

S No	Name	Date of Birth	Relationship	Occupation	Pre-existing diseases/ illness / injury / condition
V Loss of passport		Rs.			
This benefit is limited to payment of just one loss during the Policy period.					
VI Moving to a new home		Rs.			
This benefit is limited to payment of just one loss during the Policy period.					
VII Loss of title deeds		Rs.			
This benefit is limited to payment of just one loss during the Policy period.					
VIII Payment of home loan instalments		Name of the Bank / Financial Institution			
		Total Loan Amount		Rs.	
		Monthly Instalment		Rs.	
		Sum Insured		Rs.	
IX Additional Rent for alternative accommodation					
Excess					
Settlement of claims under this Policy is subject to the following excess in respect of each and every claim for loss or damage admitted under this Policy.					
<ul style="list-style-type: none"> • Burglary, housebreaking and hold-up - Rs.1000/- for each and every claim • Loss or damage to Valuables - Rs. 1,000/- for each and every claim • Electrical / mechanical breakdown of electronic appliances - <ul style="list-style-type: none"> a) In case of personal computers/Laptops, 5% of the claim amount subject to a minimum of Rs.2,500/-. b) Other than PCs / Laptops Rs. 1,000/- 					
Net Premium				Rs	
Service tax @ 5 %				Rs	
Total				Rs.	

Name and address of the Third Party Administrator

In witness whereof signed by and on behalf of the Company

For Reliance General Insurance Company Limited

Date:

Place:

Authorised Signatory





Reliance
General Insurance
Company Limited

(Regd Office: 19, Reliance Centre, Walchand Hirachand Marg, Ballard Estate, Mumbai - 400 038)

RGICL/MI-RHOC/Form 4

Reliance Home Care Insurance Policy
Premium Schedule

Premium payable under the Policy is subject to the following guide rate, which shall be applied in respect of standard risks.

Scheme	Standard	Silver	Gold	Platinum
	(Amount in Rs.)			
Premium	700	1,500	2,500	6,000

Premium towards health insurance under this Policy is 70% of the total premium. Where the premium is paid by cheque the Insured shall be eligible for benefit under Section 80 D of the Income Tax Act for the 70% of the total premium paid under this Policy.

V. S. ...

RELIANCE General Insurance

Anil Dhirubhai Ambani Group

A Reliance Capital Company

Application No.

Call 3033 8282

www.reliancegeneral.co.in

Claim No.

Reliance Home Care Insurance Claim Form

IMPORTANT:

Please contact our 24-hour helpline/Toll Free (RGICL Call Center) for intimating a claim:

Please contact 24-hour helpline/Toll Free of our TPA as mentioned in your health card for Hospitalization claim:

Certificate/ Policy No.	Period From	Period To
-------------------------	-------------	-----------

Details of Insured

Name	<input type="checkbox"/> Mr. <input type="checkbox"/> Ms.			
Address				
Flat Building				
Road/Street/Sector				
Area				
Taluka/Village/District/City		Pin Code		
State		Country		
Phone No		Mobile No.		
Email ID		Fax		

Please indicate whether claim is in respect of

- Home Contents and appliances Valuables Personal Accident Hospitalization
 Loss of passport Moving to a new Home Loss of title Deeds Payment of home loan installment
 Addl. Rent for alternative accomodationary

1. Failure to notify a loss on 24-hour helpline, in respect of Claims shall invalidate your claim.
2. Issuance of the form is not an admission of liability or a waiver of terms, conditions & exceptions of the insurance contract.
3. No claim under Accident & Sickness Section will be admitted without Doctor's Report as per format (Attending Doctor's Report)
4. This is a Mandatory form to be filled for all claim under any section. Please answer all questions completely. In case of insufficient space, please attach an additional sheet.
5. The Reliance Home Care Insurance Claim Form is divided in 4 different Section based on the Nature of Loss. Kindly provide complete information in the relevent form which is enclosed herein.
6. Please attach all bills, receipts, credit card slips pertaining to your claim.
7. Please return the form completed within Fourteen days of the loss together with the relevant vouchers, documents etc

Authorization

I Hereby warrant the truth of the foregoing particulars in every respect and I agree that if I have made or shall make any false or untrue statement, suppression or concealment, my right to claim reimbursement of the said expenses shall be absolutely forfeited, I further declare that, in respect of the above statement, no benefits are admissible under any other Medical scheme or Insurance.

I hereby authorize any hospital, physician, or other person who has attended or examined me, to furnish to the company, or its authorized representative, any and all information with respect to any illness or injury, medical history, consultation, prescriptions or treatment and copies of all hospital or medical records, a photostat copy of this authorization shall be considered as effective and valid as the original.

Date _____

Place _____

Signature of Insured

Version No. 1.0, August 2006

Registered Office: Reliance General Insurance Co. Ltd., 19, Reliance Centre, Walchand Hirachand Marg, Ballard Estate, Mumbai - 400 038, India