

SmartPlan HouseHolder's Package Policy

- Policy Wordings

Preamble:

WHEREAS the Insured designated in the Schedule to this Policy having by a proposal and declaration together with any statement, report or other document which shall be the basis of this contract and shall be deemed to be incorporated herein, has applied to Bharti AXA General Insurance Company Limited (hereinafter called "the Company") for the insurance hereinafter set forth and paid appropriate premium for the period as specified in the Schedule

Operative Clause:

Now this Policy witnesseth that subject to the definitions, terms, conditions and exclusions contained, endorsed or otherwise expressed herein, the Company shall indemnify, compensate, pay and/or reimburse the Insured/Insured Person or his/her 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 and unexpected physical event beyond the control of the Insured/Insured Person resulting in bodily injury, caused by external, visible and violent 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.

"Bodily Injury" means any accidental physical bodily harm solely and directly caused by external, violent and visible means which is verified and certified by a Physician but does not include any sickness or disease.

"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.

"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.

"Family" means the Insured, his/her lawful spouse and maximum of two children below the age of 23 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.

"Insured 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 who has a permanent place of residence in India and 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.

"Kutcha 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 Practitioner" means a physician 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 Partial Disablement" means a bodily injury caused by accidental, external, violent and visible means, which as a direct consequence thereof, disables any part of the limbs or organs of the body of the Insured/ Insured Person and which falls into one of the categories listed in the Table of Benefits.

"Permanent Total Disablement" means a bodily injury caused by accidental, external, violent and visible means, which as a direct consequence thereof totally disables and prevents the Insured from attending to any business or occupation of any and every kind or if he/she has no business or occupation, from attending to his/her usual and normal duties that last for a continuous period of twelve calendar months from the date of the accident, with no hopes of improvement at the end of that period.

"Period of Insurance" means the Policy period defined hereunder.

"Policy period" means the period 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.

"Policy" means this document of Policy describing the terms and conditions of this contract of insurance including the Company's covering letter to the Insured if any, the Schedule attached to and forming part of this Policy, the Insured's Proposal form and any applicable endorsement attaching to and forming part thereof either at inception or during the period of insurance. The Policy contains details of the scope and extent of cover available to the Insured/ Insured Person, the exclusions from the scope of cover and the terms and conditions of the issue of the 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.

"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 the details of the Insured/ Insured Persons, the Sum Insured, the period, Coverage 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 specified in the Schedule to this Policy against the name of Insured / Insured Person, which sum represents the Company's maximum liability for any or all claims under this Policy during the Policy period against the respective benefit(s) for which the sum is mentioned in the Schedule to this Policy.

"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.

Scope of Cover:

Section I - Building, fixtures, fittings and renovation

The Company will indemnify the Insured under this Section in respect of loss or damage to home, fixtures, fittings and renovations as described in the Schedule to this Policy, due to Fire and Allied perils including earthquake in accordance with the Table of Perils Covered and Exclusions in this Policy.

Coverage under this Section 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 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.

This Section also provides for indemnity to the Insured in the event of loss or damage caused by Fire & Allied Perils including earthquake to the following, limited to the Sum Insured as specified in the Schedule to this Policy.

- a) Underground services - Drain, Sewer, Water, Electricity Cable, Drain Inspection Covers
- b) Capital additions, alterations and improvements to the building (Not exceeding 10% Original Sum Insured of Section I (Building, fixtures, fittings and renovation & Underground services)
- c) Tenant fixtures - subject to removal upon transfer of right of occupation.

Locks and Keys: This Section also provides for indemnity to the Insured in the event of any accidental loss or damage to Locks and Keys due to Fire and Allied perils including earthquake in accordance with the Table of Perils Covered and Exclusions in this Policy.

Fire extinguishing expenses: This Section also provides for reimbursement of specific expenses incurred on Fire Extinguishing expenses following break out of fire due to Fire and Allied perils including earthquake in accordance with the Table of Perils Covered and Exclusions in this Policy.

Section II

Subsection II (a) Home contents

The Company will indemnify the Insured under this Section in respect of loss or damage to Home Contents as described in the Schedule to this Policy, due to –

- i) Fire and Allied perils including earthquake

- ii) Burglary, housebreaking and hold-up

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

This Sub-section is also extended to cover terrorism, if opted by the Insured and specified in the Schedule to this Policy.

Coverage under this Sub-section 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 Sub-section 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 Sub-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.

Sub-section II (b) Valuables:

This Sub-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 Sub-section shall extend throughout India. Coverage under this Sub-section is subject to first loss basis and the liability of the Company limited to the Sum Insured.

Sub-section II (c) Appliances

This Sub-section covers appliances owned by the Insured and contained in the Insured's home against loss or damage caused by

- i) Fire and Allied perils including earthquake
- ii) burglary, housebreaking, hold-up
- iii) breakdown in accordance with the Table of Perils Covered and Exclusions in this Policy.

Coverage under this Sub-section is subject to first loss basis and the liability of the Company limited to the Sum Insured.

Sub-Section II (d) - Fixed Plate Glass and Sanitary ware (including fixed mirrors and glass tops of Furniture)

This Sub-section covers Fixed Plate Glass and Sanitary ware (including fixed mirrors and glass tops of Furniture) owned by the Insured and contained in the Insured's home against loss or damage due to Fire and Allied perils including earthquake as well as accidental sudden loss or damage in accordance with the Table of Perils Covered and Exclusions in this Policy.

Coverage under this Sub-section is limited to the Sum Insured mentioned in the Schedule to this Policy.

Sub-Section II (e) Automatic inclusion addition - newly purchased upto 10% of the Sum Insured under Home Contents

The coverage offered under Section II (a) above will be extended to new items of contents purchased upto 10% of the Sum Insured value for Home Contents. The Company will indemnify the Insured under this Section in respect of loss or damage to such newly purchased items of contents upto 10% of the value of the Sum Insured for Home Contents, due to Fire and Allied perils including earthquake, Burglary, housebreaking and hold-up in accordance with the Table of Perils Covered and Exclusions in this Policy.

This Sub-section is also extended to cover terrorism, if opted by the Insured and specified in the Schedule to this Policy.

The basis of valuation shall be on reinstatement value or market value as opted by the Insured.

Sub-Section II (f) Loss of documents – Title Deeds

This Sub-section provides for reimbursement of actual expenses incurred by the Insured for replacement of title deeds of his/her home limited to the Sum Insured shown in the Schedule to this Policy, following any loss or damage to the title deeds caused by-

- 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.

Special Exclusions applicable to Sub-section II (f) of this Policy

- i) Loss of the title deeds 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.
- ii) Loss of the title deeds due to it being left unattended or forgotten by the Insured / Insured Person in a public place or public transport, hotel or apartment.
- iii) Loss or theft of the title deeds 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.
- iv) Any exclusion mentioned in the 'General Exclusions' section of this Policy.

Sub-Section II (g) Loss of documents – Passport

The Company will reimburse the Insured/ Insured Person actual expenses incurred for obtaining a duplicate or fresh Passport limited to the Sum Insured mentioned in the Schedule to this Policy in respect of loss or damage due to

- 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.

Special Exclusions applicable to Sub-section II (g) of this Policy

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

- i) Loss of the passport due to delay or confiscation or detention by the customs, police or public authorities.
- ii) 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.
- iii) 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.
- iv) 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.
- v) Any exclusion mentioned in the 'General Exclusions' section of this Policy.

Sub-section II (h) House-hold Removal: Removal of contents and appliances from the present building to a new building.

The Company shall indemnify the Insured 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 as per the basic Inland Transit (Rail or Road) Clause – B (Basic Cover) appended hereto. The cover includes temporary storage for up to seven days by the professional packers and movers. Compensation under this Sub-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.

Special Exclusions applicable to Sub-section II (h) of this Policy

- i) Escape of water/oil from washing machine, heating installation, dish water

- ii) Deductible
- iii) Unexplained loss/mysterious disappearance
- iv) Failure to take due care and precaution to safeguard the belongings.
- v) Staining, scratching, denting, spillage of liquid
- vi) Wear and tear, deterioration
- vii) Vermin, insects, fungus wet or dry
- viii) Chewing, scratching, tearing by domestic animals
- ix) Malicious damage, vandalism
- x) Damages caused by the tenant.
- xi) Mechanical / electrical breakdown
- xii) Faulty design, defective materials, faulty workmanship

Table of Perils Covered and Exclusions

Perils Covered

A. Fire and Allied Perils including Earthquake

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 xcluding 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.

B) Burglary, housebreaking, hold-up

- a) Loss or damage to due to 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.

- c) 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.

D) 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 / electrical 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.
- 5) Whilst being conveyed by any carrier under contract of affreightment.

Basis of Indemnity

Fire and Allied perils including earthquake

The indemnity shall be on the basis of reinstatement value or market value as opted by the Insured.

Mechanical / electrical breakdown of appliances

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. 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.

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.

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.

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/-

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.

Free Benefits

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 his/her 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:

- 1) If the Insured has one dependent child up to the age of 23 years who is pursuing studies, an amount of Rs 5,000/-.
- 2) If the Insured has more than one dependent child up to the age of 23 years who are pursuing studies, an amount of Rs 10,000/- provided that the age limit of 23 years shall apply as on date of accident and not at the beginning of the Policy year.

The cover under this Section is available to the entire family as defined under the Policy. Sum Insured under this Section is limited to 200% of the Sum Insured for Section II (a) covering Home Contents. The Sum Insured for the Insured is upto 100% of Sum Insured for this Section. The Sum Insured for spouse is limited to 50% of the Sum Insured for this Section subject to a maximum of Rs. 2.5 lakhs and for dependent children it is limited to 25% of the Sum Insured for this Section subject to a maximum of Rs. 1.25 lakhs for each. The cover is limited to two dependant children up to the age of 23 years.

Table of Benefits	% of Capital Sum Insured (CSI)
1. Death	100
2. Total and irrecoverable loss of i) Sight of both eyes or of the actual loss by physical separation of 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 the one entire hand or one entire foot. 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. ii) use of a hand or a foot without physical separation For the purpose of items 2 and 3 above, this shall mean separation at or above wrist and/or of the foot at or above ankle, respectively.	50%
4. If such injury shall, as a direct consequence thereof, immediately, permanently, totally and absolutely, disable the Insured Person from engaging in any employment or occupation of any description whatsoever.	100%
If such injury shall within twelve calendar months of its occurrence be the sole and direct cause of the total and/or partial and irrecoverable loss of use or of the actual loss by physical separation of the following, then the percentage of the Capital Sum Insured as indicated below shall be payable	
5. Total and irrecoverable loss of various parts as given below:	
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 a panel doctor of the Company

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:

Exclusions applicable to Section III of this Policy

The Company shall not be liable under this Section for:

- 1) 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.
- 2) Compensation under more than one of the foregoing Clauses in respect of the same period of disablement other than payments under free benefits
- 3) Any other payment after a claim under one of the foregoing Clauses 1, 2, or 4 in the Table of Benefits has been admitted and become payable save for payments under free benefits.
- 4) 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 would exceed the sum payable under the foregoing Clause 1 of the Table of Benefits. This would not apply to payments made under free benefits.
- 5) Any pre-existing disability / accidental injury.
- 6) Accidental death or permanent disability due to mental disorders or disturbances of consciousness, strokes, fits or convulsions which affect the entire body and pathological disturbances caused by the mental reaction to the same.
- 7) Accidental death or permanent disability caused by curative measures, radiation, infection, poisoning except where these arise from an accident.
- 8) Any claim in respect of accidental death or permanent disablement of the Insured/Insured Person
 - i) from intentional self-injury, suicide or attempted suicide
 - ii) self exposure to needless perils except in an attempt to save human life
 - iii) whilst under the influence of liquor or drugs or other intoxicants
 - iv) whilst engaging in aviation or ballooning whilst mounting into, dismounting from or travelling 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

- v) directly or indirectly, caused by venereal disease, AIDS or insanity
 - vi) arising or resulting from the Insured committing any breach of law or participating in an actual or attempted felony, riot, crime, misdemeanour or civil commotion
 - vii) whilst engaging in racing, hunting, mountaineering, ice hockey, winter sports.
- 9) Any consequential loss or damage cost or expense of whatsoever nature.
 - 10) Death or permanent disablement due to accidental injury arising out of or directly or indirectly connected with or traceable to war, invasion, act of foreign enemy, terrorism, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, military or usurped power, seizure, capture, arrests, restraints and detentions of all Kings, Princes and people of whatsoever nation, condition or quality.
 - 11) Death or permanent disablement due to accidental injury, directly or indirectly, caused by or contributed to by or arising from -
 - i) ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel and for the purposes hereof, combustion shall include any self-sustaining process of nuclear fission;
 - ii) nuclear weapons material.
 - 12) 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.
 - 13) 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
 - 14) Any accident to an Insured Person which arises in the course of his/her occupation if his/her occupation falls within the following categories or involves the following activities: Air crew, ship crew, professional sportsman, diving, oil-rig platform and/or off-shore work, fire fighting, police, naval, military, air force service or operations and any hazardous occupation.

Section IV Loss of Rent:

The Company shall provide cover against loss of rent if any of the said building(s) or any part thereof specified in the Schedule to this Policy is unfit for occupation in consequence of its destruction or damage by Fire and Allied perils including earthquake. The amount payable under this Section shall not exceed such portion of the Sum Insured on Rent as the period necessary for reinstatement bears to the term of the Rent Insured.

The unsuitability for occupation of the building as a result of the operation of the peril covered by the Policy, should be certified by the Municipal Authority.

Section V Additional rent for alternate accommodation:

This Section provides for payment of expenses of additional rent for alternate 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 "Kutch" 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.
- 5) in the event of death of a pet, the Insured immediately, at his 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, the Insured should lodge a complaint with the Police within 24 hours and take all necessary measures to try to locate the pet, including placing an advertisement in a major daily newspaper.
 - 7) the Company's liability shall be conditional upon the Insured's warranty that at the commencement of this Policy, each Pedigree 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.

Section VII Baggage:

“Baggage” shall mean and include personal articles and belongings necessary for the journey undertaken and articles or things acquired during the journey.

Coverage

The Company will indemnify the Insured and/or family members who permanently reside with him / her for personal baggage accompanying the Insured or family members and belonging to him / her or for which he / she is responsible whilst travelling anywhere in India, which is lost, destroyed or damaged by accident or misfortune provided that the liability of the Company in respect of the property so lost, destroyed or damaged shall be limited to its actual market value at the time of happening of such loss but not exceeding in any one period of insurance the sum in respect of each of the several items specified in the Schedule hereto.

Special Exclusions

The Company shall not be liable in respect of:-

Section VI Pedigree Pet (Maximum 3 Pets)

This Section provides for compensation for the accidental death or theft of Pedigree Pets specified in the Schedule to this Policy.

The coverage is limited to three pets and upto the limits of Sum Insured mentioned in the Schedule to this Policy.

Exclusions:

The Policy will not provide for the following:

Intentional killing whether by or under the order of any government or public authority or any person or body having jurisdiction in the matter except where a pet suffers an accident and the resultant injury and suffering is incurable and so excessive that immediate destruction is imperative for humane reasons provided a qualified veterinary surgeon appointed by the Company shall first have certified so.

Death directly or indirectly caused by, happening through or in consequence of:

- 1) 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.
- 2) malicious or wilful injury whether or not caused by the Insured or his/her family.
- 3) confiscation or requisition by or under the order of any government or public authority or any person or body having or claiming jurisdiction in the matter.

Special Conditions:

If a pet is operated upon for castration or spaying, cover under this Section shall cease immediately prior to the day of operation.

No liability will attach unless

- 1) at the commencement of the insurance the Insured is the sole owner of each pet. (Cover under this Section shall cease the moment the Insured sells it or parts with it permanently, and cover is automatically suspended for any duration when the Insured has parted with it temporarily.)
- 2) the pet remains within India.
- 3) the Insured, at all times, provides proper care and attention for each pet.
- 4) in the event of an accident, the Insured immediately, at his/her own expense, consults a qualified veterinary surgeon and shall, if required by the Company, allow removal for treatment.

- 1) Damage due to confiscation or detention by Customs or any other public authority.
- 2) Damage not reported to Police within 24 hours of discovery of loss and a report obtained.
- 3) Damage due to cracking, scratching or breakage of lens or glass whether part of any equipment or otherwise or china, marble, gramophone records and other articles of a brittle or fragile nature unless such loss or damage arises from accident to a vessel, train, vehicle or aircraft by which such property is conveyed.
- 4) Damage caused by moth, mildew, vermin or any process of cleaning, dyeing, repairing or restoring to which the property is subjected.
- 5) Damage to any electrical machines, apparatus, fixtures or fittings (including wireless sets, radio, television sets and tape recorders) arising from overrunning, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity from whatever cause (lightning included).
- 6) Theft from car except from car of fully enclosed saloon type having all the doors, windows and other openings securely locked.
- 7) Damage whilst being conveyed by any carrier under contract of affreightment.
- 8) Loss or damage of money, securities, manuscripts, deeds, bonds, bills of exchange, promissory notes, stock or share certificates, stamps, business books or documents, jewellery, watches, furs, precious metals, precious stones, gold and silver ornaments, travel tickets, cheques and bank drafts.
- 9) Damage or destruction of articles of consumable nature.
- 10) Loose articles such as sticks, straps, umbrellas, sunshades, fans, deck chairs, property in use on a voyage and/or journey or articles or clothes whilst being worn on the person or carried about.
- 11) Damage or destruction caused by or arising from leakage, spilling or exploding of liquids, oils or materials of a like nature or articles of a dangerous or damaging nature.
- 12) Failure to take due care/caution to safeguard the belongings.
- 13) Staining, scratching, denting, spillage of liquid.
- 14) Unexplained loss/mysterious disappearance.
- 15) Mechanical/electrical breakdown.



16) Musical instruments, photo and sport equipments used for professional purposes.

17) Deductible as specified in the Schedule to this Policy.

Section VIII Legal Liability

Sub-section VIII (a) Towards Employees:

Definition:

"Injury" means death, bodily injury, illness or disease of or to any person.

Coverage:

This Sub-section covers Insured's legal liability to employees under Fatal Accidents Act 1855 / Workmen's Compensation Act 1923 or any amendments thereto and in Common Law to pay compensation in respect of accidental death or injury sustained during the currency of the Policy arising out of and in the course of employment in India with the Insured's household as described in the Schedule. In addition to the compensation as stated above, the Company will also pay claimant's cost, fees, and expenses and defence costs incurred with its consent in defending a claim.

Sub-section VIII (b) Legal Liability towards Third Parties:

Definitions:

- 1) "Accident" means any fortuitous event or circumstance which is sudden, unexpected and unintentional including resultant continuous, intermittent or repeated exposure arising out of the same fortuitous event or circumstance.
- 2) "Damage" means actual and/or physical damage to tangible property.
- 3) "Injury" means death, bodily injury, illness or disease of or to any person.
- 4) "Period of Insurance" means the period commencing from the retroactive date and terminating on the expiry date as mentioned in the Schedule.
- 5) "Policy period" means the period commencing from effective date and hour and terminating at midnight on the expiry date as mentioned in the Schedule.
- 6) "Pollution" means pollution or contamination of the atmosphere or of any water, land or other tangible property.
- 7) "Premises" shall be deemed to include pipelines running outside the premises for discharge of treated effluents at a disposal point situated within a distance one kilometer from the Insured's home.
- 8) "Retroactive Date" means the date that will coincide with the date of commencement of the first Policy as long as the Policy has been renewed without any break. When there is a break, the retroactive date shall commence from the date of renewal of the Policy.

Coverage:

This Sub-section covers Insured's legal liability (other than liability under the Public Liability Insurance Act, 1991 or any amendments thereto or any other statute based on the doctrine of liability or product or pollution liability) to pay compensation including claimant's costs, fees and expenses anywhere in India, in accordance with Indian Law. The liability of the Company under this Sub-section for any one Policy period shall not exceed the Sum Insured under Section II (a) of the Policy.

The indemnity under this Sub-section only applies to claims arising out of accidents occurring in the Insured's home during the period of insurance and first made in writing during the Policy period and not in respect of any claim arising out of or in connection with pollution howsoever caused.

Excess:

The cover under this Sub-section is subject to an excess of 0.5 % of the limit of indemnity per any one accident, subject to a maximum of Rs 3,00,000/- and a minimum of Rs 2,000/-. The excess is applicable to both property damage claims and death/bodily injury claims inclusive of defence costs arising out of any one accident.

Special Exclusions

The Company shall not be liable for –

- 1) 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.
- 2) Liability assumed by agreement unless such liability would have attached to the Insured notwithstanding such agreement.

3) Injury or damage caused by or resulting from anything sold, supplied, installed, erected, repaired, altered or treated and/or due to professional advice rendered by the Insured or by any person on behalf of the Insured other than the food or beverages sold or supplied by the Insured as a service to the employees or visitors for consumption in the Insured's home.

4) Accidents, directly or indirectly, caused by, traceable to, arising out of the ownership, possession or the custody by or on behalf of Insured of animals, vehicles, aircrafts, ships, boats or crafts of any kind.

5) Liability arising out of loss of pure financial nature such as loss of goodwill, loss of market etc.

6) Liability arising out of all personal

a) Injuries such as libel, slander, false arrest, wrongful eviction and detention, deformation and mental injury arising or shock resulting therefrom.

b) Infringement of plans, copyright, patent, trademark, registered design.

7) Any fines, penalties, punitive or exemplary damage or any other damages resulting from the multiplication of compensatory damages.

8) Damage to employees and visitors clothing and personal effects.

9) Transportation of materials and/or hazardous/dangerous substances outside Insured's premises.

10) Damages arising out of alterations, additions, repairs or decorations to the Insured's premises specified in the Schedule.

General Conditions:

1) **NOTICE:** Every notice and communication to the Company required by this Policy shall be in writing and be addressed to the office of the Company through which this insurance is effected.

2) **DUTY OF DISCLOSURE:** This Policy shall be void and all premium paid hereon shall be forfeited to the Company in the event of misrepresentation, misdescription or nondisclosure of any material fact.

3) **REASONABLE CARE:** The Insured shall take all reasonable steps to safeguard the property insured against accident, loss or damage.

4) **MAINTENANCE OF RECORDS:** The Insured shall maintain all records and books of accounts reasonably required in an accurate manner.

5) **ALTERATION OF RISK:** All cover under this Policy shall cease if any alteration be made whereby the risk of damage or injury is increased until such alteration be agreed to by the Company in writing.

6) **STATUTORY COMPLIANCE:** The Insured shall comply with all statutory and other regulations. The Insured shall observe all manufacturers' instructions concerning:

a) the inspection of machinery, plant, equipment and apparatus,

b) the safety of persons or property.

7) **CLAIMS PROCEDURE:** Upon the happening of any event giving rise or likely to give rise to a claim under this Policy the Insured shall -

a) give immediate notice thereof in writing to the nearest office with a copy to the Policy issuing office of the Company as well as lodge forthwith a complaint with the Police wherever required;

b) deliver to the Company, within 14 days of the date on which the event shall have come to his knowledge, a detailed statement in writing, of the loss or damage or attachment of liability, with an estimate of the intrinsic value of the property lost and the amount of damage sustained, likely estimate of liability incurred; and

c) tender to the Company all reasonable information, assistance and proof in connection with any claim.

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

9) **REINSTATEMENT OF SUM INSURED:** Immediately upon the happening of any loss or damage as described in the Policy, the total Sum Insured upon



various descriptions of property which have been lost or damaged shall be reduced by the amount of loss or damage and such reduced sums insured shall be the limit of Company's liability in respect of any further loss or damage occurring during the current period of insurance unless the Company consents, upon receipt of additional premium to reinstate the full Sum Insured.

- 10) **AVERAGE:** If the property insured shall at the time of any loss or damage 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 proportion of the loss or damage accordingly. Every item, if more than one, in the Policy, shall be separately subject to this condition.
- 11) **CONTRIBUTION:** If at the time of happening of any loss or damage covered by this Policy there shall be existing any other insurance of any nature whatsoever covering the same, 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. This condition shall not have any effect on Section XII Personal Accident.
- 12) **SUBROGATION:** The Insured and any claimant under this Policy shall at the expense of the Company do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon the Company paying for or making good any loss or damage under this Policy whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by the Company.

Table of Short Period Scales	
Period of Risk(Not exceeding)	Premium to be retained (% of the Annual Rate).
1 Week	10%.
1 Months	25%
2 Months	35%
3 Months	50%
4 Months	60%
6 Months	75%
8 Months	85%
Exceeding 8 Months	Full Annual Premium.

- 13) **FRAUD:** If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or device are used by the Insured or any one acting on the Insured's behalf to obtain any benefit under this Policy, all benefits and rights under the Policy shall be forfeited.
- 14) **CANCELLATION:** The Company may at any time, cancel this Policy, by giving 7 days notices in writing by Regd. A/D. to the Insured at his last known address in which case the Company shall return to the Insured a proportion of the last premium corresponding to the unexpired period of insurance.

The Insured may also give 7 days notice in writing, to the Company, for the cancellation of this Policy, in which case Company shall retain premium for the period this Policy has been in force at the Company's short period scales (Table given herebelow), provided no claim has occurred up to the date of cancellation of this Policy.

- 15) **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 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 dispute or difference shall be referable to arbitration as herein before provided, if the Company has disputed or not accepted liability under or in respect of this Policy. It is hereby expressly stipulated and declared that it shall be a condition

precedent to any right of action or suit upon this Policy that the award by such arbitrator / arbitrators of the amount of the loss or damage shall be first obtained.

- 16) The Company agrees and undertakes to indemnify the Insured against any loss of or damage to property or any part thereof suffered by the Insured 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 in accordance with the terms and conditions of this Policy only and only if the Insured 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.
- 17) **OBSERVANCE OF TERMS AND CONDITIONS:** The due observance and fulfilment of the terms, conditions and endorsement of this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the proposal shall be a condition precedent to any liability of the Company to make any payment under this Policy.

Special Conditions for Fire & Allied Perils including earthquake

- i) If the interest in the property passes from the Insured otherwise than by will or operation of law 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.
- ii) (A) 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 have been complied with.

(B) 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 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.

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

The powers conferred by this condition shall be exercisable by the Company at any time until notice in writing is given by the Insured that he makes no claim under the Policy, or if any claim is made, until such

claim is finally determined or withdrawn, and the Company shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to the Insured or diminish its rights to rely upon any of the conditions of this Policy in answer to any claim.

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

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

- iv) 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.

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

The additional premium referred above shall be deducted from the net claim amount payable under the Policy. This continuous cover to the full extent will be available notwithstanding any previous loss for which the Company may have paid hereunder and irrespective of the fact whether the additional premium as mentioned above has been actually paid or not following such loss. The intention of this condition is to ensure continuity of the cover to the Insured subject only to the right of the Company for deduction from the claim amount, when settled, of pro-rata premium to be calculated from the date of loss till expiry of the Policy. Notwithstanding what is stated above, the Sum Insured shall stand reduced by the amount of loss in case the Insured immediately on occurrence of the loss exercises his option not to reinstate the Sum Insured as above.

Insurance is the subject matter of the solicitation.

