

my: asset Home Insurance Policy
Primary Home Insurance Plan

IMPORTANT NOTE

Please examine this Policy including its attached Schedules/Annexures, if any. In the event of any discrepancy, immediately contact any of the offices of the Company, it being noted that this Policy shall otherwise be considered as being entirely in order.

PREAMBLE

In consideration of the Insured named in the Schedule hereto having paid to the L&T GENERAL INSURANCE COMPANY LIMITED (hereinafter called the Company) the full premium mentioned in the said schedule, the Company agrees, (subject to the Conditions and Exclusions contained herein or endorsed or otherwise expressed hereon) that if after payment of the premium the property insured described in the said Schedule or any part of such property be destroyed or **Damaged** by any of the perils specified hereunder during the Period of Insurance named in the said Schedule or of any subsequent period in respect of which the Insured shall have paid and the Company shall have accepted the premium required for the renewal of the Policy, the Company shall pay to the Insured the value of the property at the time of the happening of its destruction or the amount of such **Damage** or at its option reinstate or replace such property or any part thereof.

GENERAL DEFINITIONS

In this Policy certain words or terms denoted in capitals have the specific meanings set out below. Words using the singular person shall also include the plural and words using the male gender shall also include the female gender, where ever the context so admits.

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

Audio And Audio Visual Equipments means the television set and the related appliances forming part of or attaching to the television set and the antenna, both external and internal and/or other audio appliances, all as noted specifically on the Schedule,

Baggage means Personal effects belonging to Insured or members of his **Family** and being carried by the Insured or his **Family** members during a Journey, excluding cell phones, music players, laptops, handheld computing, and camera of any type or any other sophisticated electronic equipments. **Baggage** further excludes any item purchased by the Insured or member of his **Family** after commencement of Journey and return to his residence unless specifically declared.

Burglary and/or Housebreaking means any loss due to Theft, destruction or **Damage** to property insured following upon actual forcible and violent entry of and/or exit from the premises.

Contents mean the following not used for any trade, profession or business purposes, so long as they are in the possession/custody of the Insured and/or Insured's **Family** and the Insured is legally responsible for them.

- 1) Household goods, such as furniture, fixtures, fittings, interior decorations and items of like nature.
- 2) Personal effects such as clothes and other articles of personal nature likely to be worn, used or carried but excluding money, jewellery and valuables unless specifically declared to and accepted by the Company.

Damage shall mean physical loss or **Damage** and shall include all resultant loss of use of anything physically lost or **Damage**

Domestic Appliances mean household items like Refrigerator, washing machine etc which are being used and kept within the household of the Insured.

Domestic Staff means any person employed by the Insured solely to carry out domestic duties associated with the Insured's Home, but does not include any person employed in any capacity in connection with any business, trade or profession.

Electronic Equipments mean Computers, Micro- processors, laptops, tablets and Audio/Visual equipments. The term equipment shall also include the entire computer system consisting of CPU, Keyboards, Monitors, Printers, Stabilizers, UPS, and System Software etc. Dish Antenna is, however, excluded from the scope.

Family means the Insured, his/her spouse, dependent children, dependent parents, and/or blood relative i.e. dependent brother or sister not exceeding 21 years of age and who:

- i) are and continue to be normally resident with the Insured, and
- ii) not paying a commercial rent to the Insured.

Hold-up means when the Insured or members of his/her **Family** is/are threatened by any weapon and there exists a possibility of actual physical threat to the person or such persons.

Home means the Insured's private residence in India as shown in the Schedule used or occupied solely for residential purposes by the Insured and his/her **Family** and Insured's **Domestic Staff**.

Insured means the person(s) having a place of residence in India, who is covered under this Policy, for whom the insurance is proposed and the appropriate premium paid.

Injury means bodily injury, disease or illness including death resulting there from but not including: a) libel, slander, false arrest, wrongful conviction, wrongful detention, mental anguish, mental Injury or shock b) infringement of plans, copyright, patent, trade name, trademark, registered design.

Journey for the purpose of this Policy shall mean a Journey undertaken within India for tour or holiday necessarily outside the municipal limits of the city mentioned in the Policy schedule and shall be deemed to commence when the Insured or a member of the Insured's **Family** leaves the home to board vehicles/train/aircraft/ship and shall be deemed to continue until he or she reaches the final destination or returns to the place of origin.

Damage shall mean physical loss or Damage and shall include all resultant loss of use of anything physically loss or **Damage**

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

Payment Card means credit, debit, travel, food or similar type of card issued by financial institution or employer.

Period of Insurance means the duration of this Policy as shown in the Schedule.

Personal effects shall mean articles which belong to the Insured and normally worn, used or carried about by the Insured or his/her **Family** members, (including cash or currency not exceeding INR 2500/-) but shall exclude money, jewellery and valuables,

Policy means this document read along with Proposal Form and any declarations made along with the Schedule, clauses that are appearing in each applicable Section, Definitions, Exclusions, Conditions and other terms contained herein and any Endorsement's made thereto from time to time.

Total Sum Insured means and denotes the maximum amount of cover available under each Section as stated in the Schedule (and, where appropriate, as more particularly described and limited per item insured in any annexure attached to the Schedule).

Theft means an act of directly or indirectly and illegally permanently depriving insured's and/or Insured's **Family** of the possession of the **Contents** by any person by violent or forcible means or otherwise.

Unoccupied means Insured's Home that remains **Unoccupied** by Insured, his/her **Family** for more than ninety (90) consecutive days.

GENERAL CONDITIONS

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

Insured's compliance with the terms and conditions of this Policy, in so far as these require anything to be done by the Insured, his/her **Family** or domestic servant, is a condition precedent to Company's liability. In the event of any breach, the Company may repudiate a liability for any claim.

1) Territorial limits & Law and Jurisdiction: The geographical scope of this **Policy** is India. The provisions of this **Policy** shall be governed by the laws of India and subject to the exclusive jurisdiction of Courts in India. All the claims shall be settled in India in Indian rupees.

2) Notice: Every notice and other communication to the Company required by these conditions must be written or printed.

3) Reasonable Care: The Insured shall take all reasonable steps, safeguards and precautions to avoid any injury, loss or **Damage** that might result in a claim under this Policy. The Insured shall also exercise reasonable care in employing **Domestic Staff** or other employees or contractors to work in Insured's home and shall comply with all statutory or other applicable regulations.

4) 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 or any one acting on his behalf to obtain any benefit under the **Policy** or if the loss or **Damage** be occasioned by the wilful act, or with the connivance of the Insured, all benefits under this **Policy** shall be forfeited.

5) Duty of Disclosure: This **Policy** shall be voidable in the event of misrepresentation, mis-description or nondisclosure of any material particular.

6) Basis of Sum Insured: Insured must at all time keep the Sum Insured at a level, which represents the full value of any property insured under this Policy, which means:

i) Sum Insured for Buildings under Section I: Fire & Allied Perils will be the **cost of rebuilding** at the same site, a building of identical structure and design if the building(s) were completely destroyed;

ii) Sum Insured for all other Sections except Section XIX will be on the current Market Value.

iii) Sum Insured for Section XIX will be on agreed value basis.

7) Notification of Claim:

i) On the happening of any loss or **Damage** the Insured shall forthwith give notice thereof to the Company and shall within 15 days after the loss or **Damage**, or such further time as the Company may in writing allow in that behalf, deliver to the Company

(a) A claim in writing for the loss or **Damage** containing as particular an account as may be reasonably practicable of all the several articles or items or property **Damaged** or destroyed, and of the amount of the loss or **Damage** thereto respectively, having regard to their value at the time of the loss or **Damage** not including profit of any kind.

(b) Particulars of all other insurances, if any.

The Insured shall also at all times at his own expense produce, procure and give to the Company all such further particulars, plans, specification, books, vouchers, invoices, duplicates or copies thereof, **Documents**, investigation reports (internal/external), proofs and information with respect to the claim and the origin and cause of the 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.

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 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.

8) **Basis of Loss Settlement:** The basis upon which the Company shall calculate the payment in case of covered peril, unless otherwise specified in the section, shall be as follows:

i) In the event of a total loss to an item, the Company will pay the **Market Value** of the item (or, if not readily available, then of an item of equivalent but not better quality) as it existed immediately before the occurrence of the loss, less salvage value but limited nevertheless to the Sum Insured as stated in the Schedule. However, the Company may instead (alone or with other Insurers), in their sole and absolute discretion, reinstate, replace or repair the property or premises lost or any part thereof, but only to the extent and in the manner that circumstances permit.

ii) In the case of **Damage** to an item:

(a) If it is reasonably capable of repair, reinstatement, renewal or refurbishment then Company's payment will reflect the Insured's reasonable costs of restoring by such means the **Damaged** item to its condition immediately prior to the event that gave rise to the claim under this Policy.

(b) If the cost of replacement, repair, reinstatement, renewal or refurbishment of any item is equal to or exceeds the value of the lost or **Damaged** item immediately before the occurrence of the **Damage**, then the Company will pay you the value of the item as it existed immediately before the occurrence of the loss or **Damage**, less salvage value but limited to the Sum Insured as stated in the Schedule.

iii) The Company will only make payment to the Insured in India and in Indian Rupees subject to Insured having established to Company's reasonable satisfaction that the replacement, reinstatement, repair, renewal or refurbishment has been duly effected. In case replacement of a total loss item is not effected, the claim shall be settled on **Market Value** basis after deducting applicable depreciation.

iv) The Company shall not make any payment for the cost of any enhancements, alterations, additions and/or improvements.

v) Under no circumstances will Company's liability to make payment exceed the Sum Insured under any particular Section per claim and in the aggregate.

9) **Rights and duties of the Insured and the Company:** On the happening of loss or **Damage** to any of the property insured by this Policy, the Company may

i) enter and take and keep possession of the building or premises where the loss or **Damage** has happened.

ii) 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**.

iii) keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same.

(iv) 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.

The Company shall within a period of 30 days on receipt of final completed set of **Documents** /investigation reports (if applicable) offer settlement of the claim. In the event that the Company decides to reject a claim made under this Policy, the Company shall do so within a period of 30 days of the receipt of the final completed set of **Documents** /investigation reports (if applicable), in accordance with the provisions of Protection of Policyholders' Interest Regulations 2002.

10) Average: If the property hereby insured shall at the breaking out of any fire or at the commencement of any destruction or of **Damage** to the property by any other peril hereby insured against be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of the **Policy** shall be separately subject to this condition.

Provided however that if the Sum Insured hereby on the property insured shall not be less than 85% of the collective value of the property insured, this condition shall be of no purpose and effect.

11) **Contribution:** If at the time of any loss or **Damage** happening to any property hereby insured there be any other subsisting insurance or insurances, whether effected by the Insured or by any other person or persons covering the same property, this Company shall not be liable to pay or contribute more than its rateable proportion of such loss or **Damage**.

12) **Subrogation:** The Insured shall at the expense of the Company do and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated, upon its paying for or making good any loss or **Damage** under this Policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the Company.

13) **Notice of change:** The Company has granted cover on the basis of information Insured has provided in his/her proposal, which is the basis of this contract and shall be considered, incorporated into it. Accordingly, the Insured must notify the Company, immediately, of any change in the information contained in the proposal or any other material change in the circumstances. This **Policy** will not respond to any claim unless prior written notice (duly acknowledged by the Company) of any material change has been given and you have paid the company any additional premium due, if any.

14) **Short Period Insurance for Annual policy:** Policies for a period of less than 12 months shall be issued at the rates set out hereunder:

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

N.B.: Extension of short period policies shall not be permitted.

15) **Cancellation/Termination**

i) **Annual policy:** This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the premium at short period rate for the time the **Policy** has been in force. This insurance may also at any time be terminated at the option of the Company, on 15 days notice to that effect being given to the Insured, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.

ii) **Long term Policy:** For long term **Policy** applicable in the case of relevant section the Company shall from the date of receipt of notice cancel the **Policy** and retain 15% of the pro-rata premium relating to the balance period.

iii) Refund on cancellation of both annual & long term **Policy** at the request of the insured may be allowed subject to the following conditions:

- No refund shall be allowed if there has been a claim under the policy.
- Refund, if any, shall be subject to the retention of minimum premium of Rs. 250/-.
- No partial cancellation will be allowed for certain section/ coverage while leaving Policy intact.

16) **Free-look Cancellation:** A period of 15 days from the date of receipt of the **Policy** document is available to review the terms and conditions of this Policy. The Insured has the option of cancelling the **Policy** stating the reasons for cancellation, if he has any objections to any of the terms and conditions. The Company shall refund the premium paid after adjusting the amounts spent on Stamp duty charges and proportionate risk premium. Cancellation will be allowed only if there are no claims reported under the Policy. All rights under this **Policy** shall immediately stand extinguished on the free look cancellation of the Policy. Free look provision is available only at the time of first issuance of the Policy.

17) **Renewals:** The Company shall not be bound to give notice that a renewal is due. If the Insured desires renewal he/she shall apply to the Company prior to expiry of the **Period of Insurance** and pay the necessary premium. The Insured shall disclose to the Company in writing of any material change in circumstances at the time of seeking renewal of this Policy, irrespective of any claim arising or made and upon such disclosure the Company shall be entitled to modify or vary the terms of insurance and/or premium, if necessary, accordingly. Failure to comply with this Condition would render any renewal voidable at the option of the Company. Renewals will not be denied except on grounds of misrepresentation, fraud, non-disclosure or non co-operation from the Insured.

18) **Electronic Transactions:** The Insured agrees to adhere to and comply with all such terms and conditions as the Company may prescribe from time to time, and hereby agrees and confirms that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centres, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of the Company, for and in respect of this **Policy** or its terms, or the Company's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the Company's terms and conditions for such facilities, as may be prescribed from time to time. Sales through such electronic transactions shall ensure that all conditions of section 41 prescribed for the proposal form and all necessary disclosures on terms and conditions and exclusions are made

known to the Insured. A voice recording in case of tele-sales or other evidence for sales through the World Wide Web shall be maintained and such consent will be subsequently validated/confirmed by the Insured/Insured Person.

19) **Dispute Resolution through 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 to or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/ difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

It is clearly agreed and understood that no 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.

GENERAL EXCEPTIONS

These exceptions have general application to this **Policy** as a whole, and they apply regardless of the number of Sections that are operative under this Policy. Please note that each Section may have additional exceptions that are specific to that cover, and these will be listed within the Section under the heading "Special Exceptions" which would apply in addition to the General Exceptions stated herein.

In any action, suit or other proceedings where the Company alleges that by reason of the exclusions mentioned here or elsewhere, any loss or **Damage** is not covered by this insurance, the burden of proving the contrary shall be upon the Insured.

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, 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
 - i) ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - ii) the radioactive, toxic, explosive 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 -
 - i) Pollution or contamination which itself results from a peril hereby insured against. any peril hereby insured against which itself results from pollution or contamination
- 4) Any consequential loss or **Damage**, of any kind or description.
- 5) Loss or **Damage** caused by depreciation or wear and tear.
- 6) Loss, destruction, **Damage**, death or disability due to **Accidental** Injury directly or indirectly caused by Nuclear weapons material.
- 7) Loss or **Damage** directly or indirectly caused by any wilful act of the Insured, his/her **Family** , domestic Staff.
- 8) Loss or **Damage** directly or indirectly caused by "Fungi" ,Wet or Dry Rot, or Bacteria, meaning the presence, growth, proliferation, spread or any activity of "fungi", wet or dry rot or bacteria. Whenever "fungi", wet or dry rot, or bacteria occur, the fungi, wet or dry rot, or bacteria and any resulting loss is always excluded under this policy, however caused. In addition, there is no coverage to test for, monitor, clean up, remove, remediate, contain, treat, de-toxify, neutralize, or in any way respond to, or assess the effects of, "fungi", wet or dry rot, or bacteria.
- 9) Loss or **Damage** to property or items which has come into existence after the inception of the policy.
- 10) Any loss or **Damage** arising through delay, detention or confiscation by Customs or other public authorities.
- 11) **Damage** to property held in trust by or in the custody or control of the Insured except that belonging to **Family**

SECTION I: FIRE & ALLIED PERILS FOR RECONSTRUCTION COST OF BUILDING AND/OR CONTENTS

Cover is available for Section I A. Reconstruction cost of building

Section I B. **Contents**

The Company, for both the section mentioned above, will cover the loss or Damage to your property from:

- 1) Fire Excluding **destruction or Damage caused to the property insured by**
 - (i) a) its own fermentation, natural heating or spontaneous combustion.
 - (ii) burning of property insured by order of any Public Authority
- 2) **Lightning**

3) Explosion/ Implosion Excluding loss, destruction of or **Damage**

- i) 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,
- ii) caused by centrifugal forces.

4) 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.

5) Riot, Strike and Malicious Damage

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

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

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

6) Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Hailstorm, Flood and Inundation & Earthquake volcanic eruption or other convulsions of nature.**7) Impact Damage**

Loss of or visible physical **Damage** or destruction caused to property insured due to Impact by any Rail/ Road vehicle or animal by direct contact not belonging to or owned by

- i) the Insured or any occupier of the premises or
- ii) their employees while acting in the course of their employment.

8) Subsidence and Landslide including Rock slide

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

- i) Normal cracking, settlement or bedding down of new structures
- ii) Settlement or movement of made up ground
- iii) Coastal or river erosion
- iv) defective design or workmanship or use of defective materials
- v) Demolition, construction, structural alterations or repair of any property or ground works or excavations.

9) Bursting and/ or overflowing of Water Tanks, Apparatus and Pipes**10) Missile testing operations****11) Leakage from Automatic Sprinkler Installations** Excluding loss, destruction or **Damage** caused by

- i) Repairs or alterations to the buildings or premises
- ii) Repairs, Removal or Extension of the Sprinkler Installation
- iii) Defects in construction known to the Insured.

12) Bush Fire Excluding loss, destruction or **Damage** caused by Forest Fire.

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

SPECIAL EXCLUSIONS

This **Policy** does not cover:

- 1) Excess as stated in the **Policy** Schedule;
- 2) Loss, destruction or **Damage** to bullion or unset precious stones, any curios or works of art for an amount exceeding Rs.10,000/- ,goods held in trust or commission, manuscripts, plans, drawings, securities, obligations or **Documents** of any kind, stamps, coins or paper money, cheques, books of accounts or other business books, computer system records, explosives, unless otherwise expressly stated in the Policy;
- 3) *Expenses necessarily incurred on (i) Architects, Surveyors and Consulting Engineer's Fees and (ii) Debris Removal by the Insured following a loss, destruction or **Damage** to the property insured by an insured peril in excess of 3% and 1% of the claim amount respectively;*
- 4) Loss by **Theft** during or after the occurrence of any insured peril except as provided under Riot, Strike and Malicious **Damage** cover;
- 5) Loss or **Damage** to property insured if temporarily removed to any building or place other than in which it is herein stated to be insured, for a period exceeding 60 days;

SPECIAL CONDITIONS

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

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

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

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 :-

- i) If the nature of the occupation 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.
- ii) If the building insured or containing the insured property becomes **Unoccupied** and so remains for a period of more than 90 days.
- iii) If the interest in the property passes from the Insured otherwise than by will or operation of law.

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

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

4) **Reinstatement Value Clause for Building** :It is hereby declared and agreed that in the event of the items of property insured specified (in the **Policy** Schedule) as being subject to the provisions of this Clause being destroyed or **Damaged**, the basis upon which the amount payable under (each of the said items of) the **Policy** is to be calculated, shall be the cost of replacing or reinstating on the same site or any other site with property of the same kind or type but not superior to or more extensive than the insured property when new as on the date of loss, subject to the following Special Provisions and subject also to the terms and conditions of the **Policy** except in so far as the same may be varied hereby.

Special Provisions

- i) The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable dispatch and in any case must be completed within 12 months after the destruction or **Damage** or within such further time as the Company may in writing allow, otherwise no payment beyond the amount which would have been payable under the **Policy** if this Clause had not been incorporated therein shall be made.

ii) 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 Clause had not been incorporated therein.

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

iv) This Memorandum shall be without force or effect if

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

b) The Insured is unable or unwilling to replace or reinstate the property destroyed or **Damaged** on the same or another site.

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

5) 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.

SECTION II. BURGLARY AND/OR HOUSE BREAKING FOR CONTENTS

The Company hereby agrees to indemnify the Insured against any loss of or **Damage** to the:

- 1) **Contents** insured or any part thereof whilst contained in the premises described in the Schedule hereto due to Burglary and/or House-breaking (following upon an actual forcible and violent entry to and/or exit from the premises) or Hold-up,
- 2) building and/or appurtenances thereto resulting from such Burglary and/or Housebreaking or any attempted Burglary and/or Housebreaking up to Rs 25,000/-

occurring at any time during the **Period of Insurance** stated in the Schedule or during any subsequent period for which the Insured pays and the Company may accept the premium for the renewal of this Policy.

Provided always that the liability of the Company shall in no case exceed the Sum Insured stated against each item or the **Total Sum Insured** stated in the Schedule.

SPECIAL EXCLUSIONS

The Company shall not be liable in respect of:

- 1) Gold or silver articles, watches, jewellery or precious stones, medals, coins, curios, sculptures, manuscripts, rare books, plans, moulds, designs, deeds, bonds, bills of exchange, bank, treasury or promissory notes, cheques, money, securities, stamps, collections of stamps, business books or papers.
- 2) Loss occasioned by **Theft** not involving actual forcible and violent entry of and/or exit from the premises or in respect of mysterious disappearance, unexplained loss, loss or shortage disclosed on taking inventory.
- 3) Loss or **Damage** where any inmate or member of the Insured's household or of his business staff or any other person lawfully on the premises in the course of the business is involved in the actual **Theft** or **Damage** to any of the articles or premises or where such loss or **Damage** has been expedited or any way assisted or brought about by any such person or persons.
- 4) Loss or **Damage** which is recoverable under any property insurance policy.
- 5) i) Loss or **Damage** directly or indirectly, proximately or remotely occasioned by or which arises out of or in connection with riot or strike and malicious **Damage**,
ii) Loss or **Damage** directly or indirectly caused by earthquake, flood, storm, cyclone or other convulsions of nature or atmospheric disturbances.

- 6) Loss of money and / or other property abstracted from any safe on the insured premises following the use of the key or a duplicate thereof / access code to the said safe belonging to the Insured, unless such key / duplicate thereof / access code has been obtained by assault or violence or any threat thereof.
- 7) Property kept in any yard, garden, open spaces or out-house not communicating with the main building unless specifically agreed to by the Company and incorporated in the Policy.
- 8) The excess stated in the Schedule to the **Policy** and subsequent endorsements

SPECIAL CONDITIONS

1) Reinstatement of Sum Insured: Immediately upon the happening of any loss or **Damage** as described in the Policy, the **Total Sum Insured** and the Sums Insured upon the various items of the property insured which have been lost or **Damaged**, shall be reduced by the amount of such loss or **Damage** and such reduced Sums Insured shall be the limit of the Company's liability during the current **Period of Insurance** unless the Company consents, upon payment of additional premium, to reinstate the full Sum Insured.

2) This **Policy** shall cease to attach:

- a) if the insured premises shall have been left uninhabited by day and night for 90 or more consecutive days and nights, while the said premises are left uninhabited,
- b) if the Insured shall cause or suffer any material alteration to be made in the insured premises or anything to be done whereby the risk is increased,
- c) to any property the interest of the Insured in which, shall pass from the Insured otherwise than by will or operation of law, unless in every case, the consent of the Company to the continuance of the insurance is obtained and signified on the Policy.

SECTION III. ELECTRONIC EQUIPMENTS (ALL RISK)

The Company will cover any unforeseen and sudden physical loss or **Damage** to electronic equipment from any cause, other than those specifically excluded, necessitating repair or replacement provided always that the liability of the Company shall in no case exceed the Sum Insured stated against each item or the **Total Sum Insured** stated in the Schedule.

SPECIAL EXCLUSIONS

The Company shall not, however, be liable for -

- 1) the Excess stated in the Schedule to be borne by the Insured in any one occurrence; if more than one item is lost or **Damaged** in one occurrence, the insured shall not, however, be called upon to bear more than the highest single excess applicable to such items.
- 2) loss or **Damage** caused by any faults or defects existing at the time of commencement of the present insurance within the knowledge of the insured, or his representatives, whether such faults or defects were known to the company or not;
- 3) loss or **Damage** as a direct consequence of the continual influence of operation (e.g. wear and tear, cavitations, erosion, corrosion, incrustation) or of gradual deterioration due to atmospheric conditions;
- 4) any costs incurred in connection with the elimination of functional failures unless such failures were caused by an indemnifiable loss of or **Damage** to the insured items;
- 5) any costs incurred in connection with the maintenance of the insured items, such exclusion also applying to parts exchanged in the course of such maintenance operations;
- 6) loss or **Damage** for which the manufacturer or supplier of the insured items is responsible either by law or under contract;
- 7) loss of or **Damage** to rented or hired equipment for which the owner is responsible either by law or under a lease and/or maintenance agreement;
- 8) consequential loss or liability of any kind or description;
- 9) loss of or **Damage** to bulbs, valves, tubes, ribbons, fuses, seals, belts, wires, chains, rubber tyres, exchangeable tools, engraved cylinders, objects made of glass, porcelain or ceramics sieves or fabrics, or any operating media (e.g. lubricating oil, fuel, chemicals);
- 10) Aesthetic defects, such as scratches on painted polished or enameled surfaces.

In respect of the parts mentioned under 9) and 10) above the Company shall be liable to provide compensation in the event that such parts are affected by an indemnifiable loss or **Damage** to the insured items.

SPECIAL CONDITIONS**1) SUM INSURED**

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

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

2) BASIS OF INDEMNITY

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

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

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

iii) The cost of any alterations, improvements or overhauls shall not be recoverable under this policy.

iv) The cost of any provisional repairs will be borne by the Company if such repairs constitute part of the final repairs, and do not increase the total repair expenses.

v) In cases where the Insured item is subjected to total loss and meanwhile it becomes obsolete, all costs necessary to replace the lost or **Damaged** insured item with a follow-up model (similar type) of similar structure/ configuration (of similar quality) i.e. low, average or high capacity – will be reimbursed.

(vi) If the sum insured is less than the amount required to be insured as per Provision – (i) hereinabove, the Company will pay only in such proportion as the sum insured bears to the amount required to be insured. Every item if more than one shall be subject to this condition separately.

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

SECTION IV. PROTECTION TO DOMESTIC APPLIANCES

The Company will cover any physical loss or **Damage** to **Domestic Appliances** whilst contained in or fixed at your home occasioned by the unforeseen and sudden mechanical and/or electrical breakdown necessitating repair or replacement, provided always that the liability of the Company shall in no case exceed the Sum Insured stated against each item or the **Total Sum Insured** stated in the Schedule.

The cover above also includes cost of transportation (if required) for repair or replacement of the appliances which the Insured is required to pay.

SPECIAL EXCLUSIONS

The Company will not make any payment under this section in respect of:

- 1) the cost of repair associated with any malfunction or for which the manufacturer or supplier of the **Domestic Appliances** is responsible;
- 2) the cost of repair associated with breakdown occasioned by natural wear and tear;
- 3) the cost of repair associated with loss or **Damage** caused by or in the process of cleaning, maintenance, repair, dismantling;
- 4) loss or **Damage** caused by atmospheric or climatic changes, moths, insects and vermin;
- 5) the cost of repair associated with the detention, seizure or confiscation by Public Authorities;
- 6) the cost of repair associated with the misuse of or use other than in accordance with manufacturer's recommendation of your domestic appliances;
- 7) the cost of repair associated with the application of incorrect or abnormal electrical supply to Insured's **Domestic Appliances** or the permanent or temporary interruption of electricity supply;
- 8) the cost of repair associated with defects in wiring or electrical connections that are not an integral part of Insured's domestic appliances;
- 9) the Excess stated in the Schedule to the Policy.

SPECIAL CONDITIONS

1) SUM INSURED

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

2) BASIS OF INDEMNITY

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

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

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

iii) The cost of any alterations, improvements or overhauls shall not be recoverable under this policy.

iv) The cost of any provisional repairs will be borne by the Company if such repairs constitute part of the final repairs, and do not increase the total repair expenses.

v) In cases where the Insured item is subjected to total loss and meanwhile it becomes obsolete, all costs necessary to replace the lost or **Damaged** insured item with a follow-up model (similar type) of similar structure/ configuration (of similar quality) i.e. low, average or high capacity – will be reimbursed.

vi) If the sum insured is less than the amount required to be insured as per Provision – (i) hereinabove, the Company will pay only in such proportion as the sum insured bears to the amount required to be insured. Every item if more than one shall be subject to this condition separately.

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

SECTION V. PLATE GLASS PROTECTION

The Company hereby agrees, subject to the terms, conditions and exclusions herein contained or endorsed or otherwise expressed herein, to indemnify the Insured against **Accidental** physical loss, destruction or **Damage** to fixed plate glass as specified in the Schedule, occurring in the Premises during the **Policy** Period by any cause not excluded under this Policy.

In case of a claim admissible under the policy, this **Policy** will also pay reasonable expenses necessarily incurred in connection with:

- i) Boarding up or temporary glazing pending replacement of the broken glass;
- ii) Installation costs.

Provided always that the liability of the Company shall in no case exceed the Sum Insured stated against each item or the **Total Sum Insured** stated in the Schedule.

SPECIAL EXCLUSIONS

The Company shall not be liable in respect of:

- 1) Breakage or **Damage** directly or indirectly occasioned by or arising from any consequence of fire, explosion, gas, heat.
- 2) Loss or **Damage** directly or indirectly, proximately or remotely occasioned by or which arises out of or in connection with riot or strike and malicious **Damage**.
- 3) Breakage or **Damage** directly or indirectly occasioned by earthquake, volcanic eruption, flood, storm, tempest, typhoon, hurricane, tornado, cyclone or other similar convulsions of nature and atmospheric disturbance unless specified otherwise.
- 4) Breakage or **Damage** during removal, refitting, alterations and/ or repairs on or about the Premises described in the Schedule unless otherwise agreed.
- 5) Breakage of or **Damage** to lettering unless accompanied by breakage or **Damage** to the plate glass.
- 6) Breakage of or **Damage** to frames or framework of any description, unless specifically insured
- 7) Disfiguration or scratching, cracking or chipping unless part of fracture extending through the entire thickness of glass.
- 8) Embossed, silvered, lettered ornamental, curved or any glass whatsoever other than plain and/or ordinary glazing quality unless specially mentioned in the Schedule.
- 9) Breakage of or **Damage** to glass not completely and securely fixed.
- 10) Pre-existing cracks or other imperfections.
- 11) The Excess stated in the Schedule to the **Policy** and subsequent endorsements.
- 12) Loss, **Damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

This exclusion also includes loss, **Damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the above.

13) Loss or **Damage** due to any a) Order of a publicly constituted authority; b) The cost of compliance with the laws, by-laws, ordinances, rules, regulations, orders or notices issued by any public authority and affecting the repair or replacement of property insured following an insured event.

SPECIAL CONDITIONS

1) Indemnity: The Company may at its option reinstate, replace, or repair the property lost or **Damaged** or any part thereof instead of paying the amount of loss or **Damage** or may join with 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 by the Company thereon.

The Company will pay or indemnify against **Accidental loss or Damage** to securely fixed plate glass situated in Insured's Home.

SECTION VI. JEWELLERY AND VALUABLES (ALL RISK)

The Company will indemnify the Insured to the extent of intrinsic value of the property of the Insured as stated in the said Schedule, so lost, destroyed or **Damaged** by Fire, **Theft** or **Accident** from any fortuitous cause not excluded under this Policy, any time during the **Period of Insurance** and within the limits stated in the Schedule hereto, provided always that the liability of the Company shall in no case exceed the Sum Insured on such item or on the **Total Sum Insured** hereby.

SPECIAL EXCLUSIONS:

The Company shall not be liable for losses arising out of the following:

- 1) **Damage** caused by any process of cleaning, dyeing or bleaching, restoring, repairing or renovation or deterioration arising from wear and tear, moth, vermin, insects or mildew or any other gradually operating causes.
- 2) Breakage, cracking or scratching of crockery, glass, cameras, binoculars, lenses, sculptures, pictures, musical instruments, sports gear, and similar articles of brittle or fragile nature, unless caused by fire or **Accident** to the means of conveyance.
- 3) Cracking, scratching, denting chipping or breakage or any other aesthetic defects not affecting the operation or function of the portable item.
- 4) Loss or **Damage** caused by mechanical or electrical derangement / breakdown.
- 5) Faulty material, faulty workmanship or latent defect.
- 6) Loss or **Damage** liable to be repaired or made good by a third party under any contract or agreement.
- 7) Over-winding, denting or internal **Damage** of watches and clocks.
- 8) Loss of insured property from safe, following use of the key or any duplicate thereof or access code to the safe belonging to the Insured, unless this has been obtained by threat or by violence.
- 9) Loss or **Damage** to diamonds, precious or semi-precious stones (unless embedded in / affixed to and forming part of any piece of ornament / specific item of jewellery, the value of which as mentioned in the schedule is inclusive of the value of diamonds, precious or semi-precious stones) , money, metals, bullion, furs, medals, numismatic property, rare books, curios or works of art, securities, manuscripts, deeds, bonds, bills of exchange, promissory notes, stocks or share certificates, stamps and travel tickets or traveler's cheque, business books or **Documents** , plans, designs, blue prints, cards evidencing affiliation / membership with any third party programme or club.
- 10) Portable items at the time of destruction or **Damage** in the custody of or being used by anyone other than the Insured or his employee to whom the said portable item is entrusted.
- 11) **Theft** from any car, except car of fully enclosed saloon type having at the time all the doors, windows and other openings securely locked.
- 12) Loss or **Damage** to the insured property due to riot, strike and malicious act.
- 13) Any loss, **Damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any

organization(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

This exclusion also includes loss, **Damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the above.

14) The Excess stated in the Schedule to be borne by the Insured in any one occurrence.

SPECIAL CONDITIONS:

1) **Single Article Limit:** Unless specifically and separately stated, the Company's liability in respect of each article or pairs or articles shall not exceed 25% or maximum Rs 25000/- of the **Total Sum Insured** under the section of the Policy.

2) **Articles in Pairs or Sets:** Where any item insured hereunder consists of articles in pair or set, the Company's liability in respect thereof shall not exceed the value of any particular part or parts which may be lost or **Damaged** without reference to any special value which such article or articles may have as part of such pair or set and not more than proportionate part of Insured value of the pair or set.

3) **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 the 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** and not more than the Sum Insured thereon. Upon payment of any claim for loss under this Policy, the property in respect of which the payment is made shall belong to the Company.

SECTION VII. BAGGAGE PROTECTION

The Company hereby agrees to indemnify the Insured to the extent of the market value of the accompanied **Baggage** and **Personal effects** of the Insured, against **Accidental** loss, destruction or **Damage** by any fortuitous cause occurring during the **Policy** Period by any cause not excluded under this **Policy** whilst the Insured is on a Journey **Policy** during the **Period of Insurance** and within the limits stated in the Schedule hereto, provided always that the liability of the Company shall in no case exceed the Sum Insured on each item or on the **Total Sum Insured** hereby declared under the section

SPECIAL EXCLUSIONS:

The Company shall not provide indemnity in respect of:

- 1) Any loss or **Damage** occurring during routine travels within the city.
- 2) **Baggage** of consumable nature.
- 3) **Damage** caused whilst being worked upon, by any process of cleaning, dyeing or bleaching, restoring, repairing or renovation or deterioration arising from wear and tear, ageing, discoloration, defect, rust, oxidation, warping, shrinkage, corrosion, erosion, metal fatigue, aridity, humidity, exposure to light or extremes of temperature, rodents, moth, vermin, insects or mildew or any other gradually operating cause.
- 4) Breakage, cracking or scratching of crockery, glass, cameras, binoculars, lenses, sculptures, curios, pictures, musical instruments, sports gear and similar articles of brittle and fragile nature, unless caused by fire or **Accident** to the means of conveyance.
- 5) Loss or **Damage** caused by mechanical or electrical derangement / breakdown of any article, unless caused by **Accidental** external means.
- 6) Faulty material, faulty workmanship or latent defect.
- 7) Over winding and denting or internal **Damage** of watches.
- 8) Jewellery, including but not limited to watches, diamonds, precious or semi-precious stones or metals, bullion, furs, medals, numismatic property, philatelic property, curios or work of art, rare books, securities, manuscripts, deeds, plans, designs, blueprints, bonds, bills of exchange, promissory notes, stocks or share certificates, stamps and travel tickets or travelers cheques, business books or **Documents**, cards evidencing affiliation / membership with any third party programme or club unless specifically mentioned in the Schedule of the **Policy** as being insured.
- 9) **Theft** from any unattended vehicle except car of fully enclosed saloon type having at the time all the doors, windows and other openings securely locked.
- 10) Loss of or **Damage** to articles which did not form part of the **Baggage** when the Journey commences, unless specifically declared and accepted by the Company.
- 11) **Baggage** whilst being carried by any carrier under a contract of affreightment or a contract of carriage.
- 12) Loose articles such as sticks, umbrellas, sun shades, fans, deck chairs and property in use on the voyage or Journey, or articles whilst being worn on the person or carried about.
- 13) Any loss or **Damage** arising through delay, detention or confiscation by Customs or other governmental authorities.

- 14) Loss or **Damage** due to or contributed to by the Insured having caused or suffered anything to be done whereby the risks hereby insured against were unnecessarily increased.
- 15) Loss, destruction of or **Damage** to articles due to inherent vice of commodity.
- 16) Breakage or **Damage** directly or indirectly occasioned by Riot, Strike or Malicious **Damage**.
- 17) This **Policy** excludes loss, **Damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

This exclusion also includes loss, **Damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the above.

- 18) The Excess stated in the Schedule to be borne by the Insured in any one occurrence.

SPECIAL CONDITIONS:

- 1) Single Article Limit:** Unless specifically and separately stated, the Company's liability in respect of each article or pairs of articles shall not exceed 5% of the **Total Sum Insured** under this Policy.
- 2) Articles in pairs or sets:** Where any items insured hereunder consists of articles in pair or set, the Company's liability in respect thereof shall not exceed the value of any particular part or parts which may be lost or **Damaged** without reference to any special value which such article or articles may have as part of such pair or set and not more than proportionate part of the insured value of the pair or set.
- 3) Indemnity:** The Company may reinstate, repair or replace the property lost or **damaged**, as the case may be, instead of paying the amount of loss or **Damage**. Upon the payment of any claim for loss under this Policy, the property in respect of which the payment is made shall belong to the Company.

SECTION VIII. PUBLIC LIABILITY

The Company will indemnify the Insured named in the Schedule hereto against **Loss** arising out of any claim or notification of circumstance which is alleged to have or has caused **Loss** first made against the Insured during any **Period of Insurance** and notified to the Company during the **Period of Insurance** in respect of:

a) Accidental Injury to persons and/or b) Accidental Damage to Property

happening within the **Territorial Limits** in connection with the **home** of the Insured. The total amount payable by the Company under this Section for **Loss** in respect of one claim or all claims of a series (whether arising in one **Period of Insurance** or not) consequent on or attributable to one source or original source shall not exceed the Limit of Indemnity shown in the Schedule of the Policy.

SPECIAL EXCLUSIONS:

The Company shall not provide indemnity in respect of:

- 1) **Damage** to a) any structure or land due or alleged to be due to vibration or to the withdrawal or weakening of support.
- b) Property owned, leased, rented or occupied by the Insured except to the extent that the Insured would be held legally liable in the absence of any specific agreement.
- c) Property held in trust by or in the custody or control of the Insured or member of his **Family** /household.
- 2) Liability arising out of deliberate, willful or intentional non-compliance of any statutory provision.
- 3) Liability arising out of the deliberate, conscious or intentional disregard of the Insured's technical or administrative management of the need to take all reasonable steps to prevent claims.
- 4) Claims arising out of liability assumed by the Insured under agreement unless such liability would have attached in the absence of such.
- 5) Injury to any Employee or any claim arising a) under any Worker's or Workmen's Compensation Law
- b) Employment Liability claims.
- 6) Claims arising out of a) advice, design, formula or specification provided for a fee
- b) Breach of the duty owed in a professional capacity by the Insured.
- 7) a) **Injury or Damage** directly or indirectly caused by or arising out of **Pollutants** unless caused by or arising out of an identifiable, unexpected and **Accidental** release (including discharge, dispersal, seepage, migration and escape) of **Pollutants** which commences during any **Period of Insurance** and is: i) detected within 7 days of its commencement and ii) reported to the Company within 7 days of its being

detected. For the purposes of this **Policy** the commencement of any intermittent release shall be deemed to be at the start of the first release of the series.

b) Claims and **Loss** arising out of any obligation on the Insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of **Pollutants** on structures, premises, sites or land currently or previously owned used by or under the control of the Insured where the obligation arises out of such ownership, occupancy, use or control by the Insured.

8) Statutory Liability arising under the Public Liability Insurance Act 1991.

9) The **Deductible** shown in the Schedule.

10) Fines, penalties, aggravated, exemplary or punitive **Damages**.

11) Costs of remedying any defect or alleged defect in premises disposed of by the Insured.

12) Claims and **Loss** arising from pure financial loss.

13) Claims and **Loss**, 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.

a) For the purpose of this exclusion, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes

b) This exclusion also includes **Loss, Damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the above.

14) The Company shall not be liable in respect of any liability due to any negligent act, error, omission of the Insured, or of any other person for whose acts, errors or omissions the Insured is legally responsible, arising out of the performance of data processing services for others or arising out of defects in design or specifications prepared, acquired or used by the Insured.

SPECIAL CONDITIONS

1) Disclaimer: If the Company disclaims liability to the Insured for any claim hereunder and such claim is not a subject matter of a suit in a court of law within 12 calendar months from the date of disclaimer then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable.

2) Policy Disputes clause: Any dispute concerning the interpretation of the terms, conditions, limitations and/or exceptions contained herein is understood and agreed by both the Insured and the Company to be subjected to Indian Law. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within India and to comply with all requirements necessary to give such Court the jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such Court.

3) Claim Conditions:

a) Reporting of any Incident to the Company: When the Insured becomes aware of any event or circumstance which may give rise to a claim [regardless of any **Deductible**] the Insured must notify the Company immediately in writing with full particulars. The notification of any such event or circumstance does not constitute notice of a claim.

b) Claims Correspondence: Every letter, claim, writ, summons and process shall be forwarded to the Company on receipt. Written notice shall also be given to the Company immediately the Insured shall have knowledge of any prosecution or inquest in connection with any event for which there may be liability under this Policy.

c) Conduct of Claim: No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company which shall be entitled to take over and conduct in the name of the Insured the defense or settlement of any claim or to prosecute in the name of the Insured for its own benefit any claim and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. The Insured shall give all such assistance as the Company may require.

d) Company's Option: In connection with any claim or Series of claims made against the Insured consequent on or attributable to one source or original cause the Company may at any time after the deduction of any **Deductible** pay to the Insured the Limit of Indemnity after deduction of **Loss** amount already paid] or any less amount for which such claims can be settled and thereupon the Company shall relinquish the control of such claims and be under no further liability in connection therewith.

e) Limit of Company's Liability: The Limit of Indemnity together with all other limits of the Company's liability stated in the Policy, the Schedule or any Memoranda attached to the **Policy** shall be the maximum amount payable by the Company in the circumstances described irrespective of the number of persons or legal entities named as the Insured and any other persons or legal entities which may be entitled to indemnity under this Policy.

For the purposes of the Limit of Indemnity and all other limits of the Company's liability all persons or legal entities named as the Insured together with any other persons or legal entities which may be entitled to indemnity under this **Policy** shall be treated as one party.

f) Series of Claims: All claims of a series (whether arising in one **Period of Insurance** or not) consequent on or attributable to one source or original cause shall be considered as one claim.

Provided that where **Injury or Damage** occurs from continuous or continual inhalation, ingestion or application of any substance and the Insured and Company cannot agree when the **Injury or Damage** occurred:

i) **Injury** shall be deemed to have occurred when the claimant first consulted a qualified Medical Practitioner in respect of such **Injury**

ii) **Damage** shall be deemed to have occurred when it first became evident to the claimant even if the cause remained unknown.

IX: LIABILITY TO DOMESTIC STAFF

The Company will pay for compensation and litigation expenses which Insured and/or Insured's **Family** shall become legally liable to pay as a private householder occupying the premises specified in the Schedule on account of **Accidental death or Bodily Injury** to Insured's **Domestic Staff** arising out of and in the course of employment in the Insured premises under the Employees' Compensation Act 1923 or any amendment thereto.

Provided always that the liability of the Company shall in no case exceed the Sum Insured mentioned in the Schedule for any one **Accident** or series of **Accidents** arising from any one event or cause, and for all **Accidents** occurring during the period of Insurance.

Provided further that the Company shall not be liable for any interest and/or penalty imposed on the Insured on account of failure to comply with the requirements laid down under Employees' Compensation Act 1923 or any amendment thereto.

SPECIAL EXCLUSIONS

The Company will not make any payment for liability arising out of or incidental to:

- 1) Insured's occupation or business, trade or employment.
- 2) Any liability voluntarily assumed by Insured unless such liability would have attached to Insured notwithstanding such voluntary assumption.
- 3) Insured's and/or his **Family**'s ownership, possession, or custody of animals, vehicles, airborne or water borne vessels or craft of any kind, or any mechanically propelled vehicle other than gardening equipment and wheelchairs.
- 4) The transmission of any communicable disease or virus.
- 5) Liability arising out of Domestic violence and sexual harassment of domestic staff.

SECTION X. PURCHASE PROTECTION

The Company will cover all new items that Insured purchase during the **Policy** period if the same are lost, **Damaged** or destroyed by an insured peril as mentioned under "Section I: Fire & Allied Perils for Reconstruction Cost of Building plus **Contents**" and "Section II: Burglary and/or House breaking for **Contents**", subject to Sum Insured specified in the section.

SPECIAL EXCLUSION

- 1) The Excess stated in the Schedule to the Policy
- 2) The Special Exclusions stated under "Section I: Fire & Allied Perils for Reconstruction Cost of Building plus **Contents**" and "Section II: Burglary and/or House breaking for **Contents**", shall apply to this Section, to the extent otherwise stated herein

SPECIAL CONDITION

- 1) **General Exclusion (9)** shall not apply to this Section.
- 2) The company's liability in respect of single item shall not exceed 25% of the Sum Insured.

SECTION XI. WALLET PROTECTION

The Company will reimburse or pay for:

- 1) Replacement costs including application fees but not exceeding Sum Insured mentioned in the section for the lost or stolen wallet as well as the **personal papers** and **Payment Card** that were kept in the wallet.
- 2) Charges that Insured become responsible due to unauthorised use of Insured's lost or stolen payment card that were kept in wallet but not exceeding 12 hours prior to first reporting the event to payment card issuer and for up to maximum Sum Insured mentioned in the section.
- 3) Actual loss of money in currency notes but not exceeding Sum Insured mentioned in the section **Policy** by **robbery, hold-up or Theft** while such money is in **Insured's possession** and while being conveyed by *Insured directly* from a Bank/ATM at which *Insured maintain* an account to Insured's *Home* or Office in the ordinary course of transit but not exceeding 3 hours.
- 4) Reasonable emergency first aid expenses for bodily Injury but not exceeding Sum insured mentioned the section, sustained during robbery & hold up occurred to Insured following withdrawal of cash from **Bank/ATM**.
- 5) Cost of travel back to the residence mentioned in the **Policy** Schedule but not exceeding sum insured mentioned in the section **Policy** for loss of ticket. The coverage will be applicable for perils happening in India.

SPECIAL CONDITIONS

- 1) Insured must file and provide a First Information Report immediately that indicates the incident happened within the covered time frame specifying the area clearly where this has happened.
- 2) Insured must comply with all terms and conditions stipulated by the payment card issuer(s).

SPECIAL EXCLUSIONS

The Company will not make any payment for:

- 1) **Accidental Damage** to your wallet and items inside the wallet by events such as fire, water, normal wear and tear, manufacturing defects, vermin, or of similar events.
- 2) Charges made on Insured's lost or stolen payment card after you first reported the event to your **payment card** issuer(s).
- 3) Charges made on Insured's payment card if your **payment card** has not been lost or stolen.
- 4) Charges incurred by a resident of Insured's households, or by a person entrusted with Insured's payment card.
- 5) Cash advances made with Insured's lost or stolen **payment card**.
- 6) If Insured has withdrawn money from Bank/ ATM more than once in a day or series of transaction consecutively made without coming out of Bank/ATM but not exceeding three transactions at the maximum and loss of money or Injury happened just after that.
- 7) **Damages** and /or liabilities to anyone other than Insured and his/her **Family**.
- 8) Expenses for emergency first aid to anyone other than Insured and his/her **Family**.
- 9) The Excess stated in the Schedule to the Policy.

GRIEVANCE REDRESSAL PROCEDURE

For any grievance related to Delay in settlement or against decision on any claim, premium, non-issue or interpretation of **Policy** terms, or such other grievances the Insured may write to:

Head-Customer Services

6th Floor, City 2, Plot No. 177, CST Road, Kalina, Santacruz(E), Mumbai-400098 Helpline Number- 1800-209-5846 (1800-209-LTIN) or write to Head-Customer Services at help@ltinsurance.com

In case the Insured is not satisfied with the decision of the above office, or have not received any response within 10 days, the Insured may contact the following official for resolution:

The Grievance Officer

L&T General Insurance Company Limited

6th Floor, City 2, Plot No. 177, CST Road, Kalina, Santacruz(E), Mumbai-400098 Helpline Number-1800-209-5846 (1800-209-LTIN) or write to The Grievance Officer at grievance@ltinsurance.com

In the event of any grievance related to delay in settlement or against decision on any claim, premium, non-issue or interpretation of **Policy** terms, or such other grievances, he/she may, wherever permissible subject to provisions of Redressal of Public Grievances Rules, 1998, approach the Insurance Ombudsman. The complaint should be made in writing duly signed by the complainant or by his/her legal heirs with full details of the complaint and the contact information of the complainant.

The details of the Insurance Ombudsmen and their jurisdiction can be had from following link/address.-

<http://www.gbic.co.in/contact.html>