

Personal All Risk Policy Policy Wordings



WITH YOU ALWAYS

Whereas the Insured described in the Schedule hereto (hereinafter called the 'Insured') by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to the TATA AIG GENERAL INSURANCE COMPANY LIMITED (hereinafter called the Company) for the insurance hereinafter contained and has paid the premium stated in the said Schedule as consideration for such insurance during the period stated in the said Schedule or during any further period for which the Company may accept payment for the renewal or extension of this Policy.

The Company hereby agrees subject to the terms, conditions and exclusions herein contained or endorsed or otherwise expressed hereon, to indemnify the Insured if the property of the Insured or member(s) of his family, so lost, destroyed or damaged, by Fire, Riot and Strike, Burglary, Theft or Accident, from any fortuitous cause, any time during the period of this 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 whole the Total Sum Insured hereby.

EXCLUSIONS

The Company shall not be liable in respect of:-

1. Damage caused by any process of cleaning, dyeing or bleaching, restoring, servicing, preventative maintenance, repairing or renovation or deterioration arising from wear and tear, moth, vermin, insects or mildew or any other gradually operating cause.
2. Breakage, cracking or scratching of crockery, glass, cameras, binoculars, lenses, sculptures, curios, pictures, musical instruments, sports gear and similar articles of brittle or fragile nature, unless specifically declared and accepted by us and expressly stated in the policy schedule.
3. Loss or damage caused by mechanical or electrical derangement/breakdown of any article unless caused by accidental external means or specifically declared and accepted by us and expressly stated in the policy schedule.
4. Overwinding, denting or internal damage of watches and clocks.
5. Loss or damage to money, securities, manuscripts, deeds, bonds, bills of exchange, promissory notes, stock or share certificates, stamps, travel tickets, travellers' cheques, business books or documents unless specifically declared and accepted by us and expressly stated in the policy schedule.
6. Theft from any car except car of fully enclosed saloon type having at the time all the doors, windows and other openings securely locked and properly fastened.
7. Any loss or damage arising through delay, detention or confiscation by Customs or other authorities.
8. Loss or damage whether direct or indirect arising from War, Warlike operations, Act of Foreign Enemy, Hostilities (whether war be declared or not), Civil war, rebellion, Insurrection, Civil Commotion, Military or Usurped Power, Seizure, Capture, confiscation, Arrests Restraints and Detainment by the order of any Government or any other authority.
9. Terrorism: 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.

10. (a) Any loss, destruction or damage to any property whatsoever or any loss or expense whatsoever, resulting or arising there from or any consequential loss and any legal liability of whatsoever nature, directly or indirectly caused by or contributed to by or arising from ionizing, radiation or contamination by radioactivity from any source whatsoever.
(b) Any loss, destruction, damage or legal liability directly or indirectly caused by or contributed to by or arising from Nuclear Weapons Material."
11. Loss damage or consequential loss directly or indirectly caused by, consisting of, or arising from:
 - (a) any functioning or malfunctioning of the internet or similar facility, or of any intranet or private network or similar facility,
 - (b) any corruption, destruction, distortion, erasure or other loss or damage to data, software, or and kind of programming or instruction set,
 - (c) loss of use or functionality whether partial or entire of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic, and any ensuing liability or failure of the Insured to conduct business.This shall not exclude subsequent damage not otherwise excluded which itself results from an insured peril.
12. Consequential loss or legal liability of any kind.
13. 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.
14. Loss or damage due to misplacement, misuse, reckless, abusive, willful or intentional conduct associated with handling and use of the covered item.
15. Any cosmetic loss or damage including but not limited to scratches and dents that do not otherwise affect the functionality of the covered item.
16. Loss or damage arising out of any pre-existing conditions.
17. Loss or damage arising out of the misuse of or use other than in accordance with manufacturer's recommendation of, or use of any accessory which has not been approved by the manufacturer with the insured appliances

CONDITIONS

SPECIAL

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:** Unless specifically and separately stated, 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 articles or articles may have as part of such pair or set not more than a proportionate part of the insured value of the pair or set.

GENERAL

1. **NOTICE:** Every notice and communication to the Company required by this Policy shall be in writing 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, mis description or non-disclosure 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. CLAIMS PROCEDURE:

If an event occurs that may give rise to a claim under this policy, or there are circumstances that are likely to give rise to a claim, insured must:

- a) Inform the company immediately through telephone/fax/email/SMS/registered post within 7 days from the occurrence of the loss or the event giving rise to the claim.
- b) Provide the company with all relevant information, documentation and details of items lost, damaged or destroyed along with their values, and also any other assistance that company may reasonably require to enable the company or independent surveyors or company's representatives to investigate any claim and/or to establish to company's reasonable satisfaction that a loss of the amount stated has occurred under this policy. Specifically in the case of the notification of a circumstance likely to give rise to a claim, insured shall also give the company reasons for the anticipation of a claim with full particulars including dates and the persons involved.
- c) Preserve any damaged property so that it may, at company's discretion, be inspected and examined by independent surveyors or company's representatives.
- d) In case of actual or attempted Burglary or Theft, Insured must in addition to a), b) and c) above:
 - i) immediately lodge a written complaint with the police listing out the items with values that were lost, damaged or destroyed and that insured intends to claim for and forward a copy of that written complaint, the First Information Report and/or Final Report to the company, and
 - ii) take all practicable steps to apprehend the guilty persons and to recover any property lost, and
 - iii) protect the remaining property from further damage and
 - iv) within 7 days supply the company with an inventory of damaged or stolen property detailing the quantity, age, description, actual replacement value and amount of loss claimed for in respect of each item, along with all documentation required to support and substantiate the claim.

5. BASIS OF LOSS SETTLEMENT

Unless specifically and separately stated in the schedule, if insured makes a claim under this policy that company accepts for payment, then the basis upon which the company shall calculate the payment due to the insured and make payment shall be as follows:

- a) In the event of a total loss of a covered item, company will pay the insured the replacement cost of the item (or, if not readily available, then an item of equivalent but not better quality), less salvage value but limited nevertheless to the sum insured or the limit as stated in the schedule. In case property is not replaced or reinstated then company will pay the amount of damage after due allowance for wear and tear and depreciation but limited nevertheless to the sum insured or the limit as stated in the schedule.
 - b) In the case of damage (partial loss) to a covered item:

If it is reasonably capable of repair, reinstatement, renewal or refurbishment then company's payment to the insured will reflect 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 without any allowance for wear and tear and depreciation involving replacement of parts except those with limited life, less salvage value of replaced item/part but limited nevertheless to the sum Insured or the limit as stated in the schedule.
6. **AVERAGE:** Unless specifically and separately stated in the schedule, if the property hereby 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. Every item if more than one of the Policy shall be separately subject to this Condition.
 7. **CONTRIBUTION:** If at the time of the happening of any loss or damage covered by this Policy there shall be subsisting 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 such loss or damage.
 8. **SUBROGATION:** Unless specifically and separately stated in the schedule, the Insured and any claimant under this Policy shall at the expense of the Company do and concur in doing and 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 right 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.
 9. **FRAUD:** If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices are used by the Insured to obtain any benefit under this Policy, all benefits and rights under the Policy shall be forfeited.
 10. **CANCELLATION:** The Company may at any time cancel this Policy, by giving 15 days notice in writing by to the Insured at his last known address on the grounds of misrepresentation, fraud, non-disclosure of material facts or non-cooperation. In the event of cancellation on the grounds of misrepresentation, fraud, non-disclosure of material facts, policy shall stand cancelled ab-initio and there will be no refund of

premium. In the event policy is cancelled on grounds of non-cooperation by insured, the premium shall be computed in accordance with company's short period scales for the period policy has been in force, provided no claim has occurred up to the date of cancellation. In the event a claim has occurred in which case there shall be no return of premium.

The Insured may also give a 15 days notice in writing to the Company for the cancellation of this Policy, in which case the Company shall retain the premium for the period this Policy has been in force at the **Company's short period scales**. However, if insured has made any claim on this policy before the cancellation date then no refund of premium will be given.

Short Period Scale:-

2 Year Policy	
Cancellation of policy <= 6 months	25%
Cancellation of Policy > 6 months & < = 1 year	50%
Cancellation of policy > 1 year & <= 1.5 years	75%
Cancellation of Policy > 1.5 Years	100%
1 year Policy	
Cancellation of policy <=3 months	25%
Cancellation of policy >3 months & <=6 months	50%
Cancellation of Policy > 6 months & < = 9 months	75%
Cancellation of policy > 9 months	100%

11. **ARBITRATION AND DISCLAIMER** : 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 difference or dispute shall be referable to arbitration as herein before provided, if the Company has disputed or not accepted liability under or in respect of this Policy.

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.

It is also hereby expressly agreed and declared that if the Company shall disclaim liability to the Insured for any claim hereunder, and such claim shall not within 12 calendar months from the date of such 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.

12. **OBSERVANCE OF TERMS AND CONDITIONS**: The due observance and fulfillment of the terms, conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured shall be a condition precedent to any liability of the Company to make any payment under this Policy.

13. **RENEWAL NOTICE**: The Company shall not be bound to issue any renewal notice nor to accept renewal premium thereunder.

Endorsement:

REINSTATEMENT: At all times during the period of insurance of this Policy, the insurance cover will be maintained to the full extent of the respective sums insured, in consideration of which, upon the settlement of any loss under this policy, pro-rata premium at the policy rate for the unexpired period for the amount of such loss paid (not exceeding the respective sum insured) shall be payable by the insured to the Company. The additional premium referred to above shall be deducted from the net claim amount payable under the policy. This continuous cover to the full extent shall 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 discovery of a loss. The intention of this clause 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 discovery of each independent loss till expiry of the policy under which the loss falls. Provided that the liability of the Company will be limited to twice the respective Sum Insured during the entire period of the policy in respect of any loss or losses caused by acts and/or omission of any persons.

Grievance Redressal Procedure:

The Company is committed to extend the best possible services to its customers. However, if you are not satisfied with our services and wish to lodge a complaint, please feel free to call our 24X7 Toll free number 1800-266-7780 or 022-66939500 (tolled) or you may email to the customer service desk at customersupport@tata-aig.com.

After investigating the matter internally and subsequent closure, we will send our response within a period of 10 days from the date of receipt of the complaint by the Company or its office in Mumbai. In case the resolution is likely to take longer time, we will inform you of the same through an interim reply.

Escalation Level 1

For lack of a response or if the resolution still does not meet your expectations, you can write to manager.customersupport@tata-aig.com. After investigating the matter internally and subsequent closure, we will send our response within a period of 8 days from the date of receipt at this email id.

Escalation Level 2

For lack of a response or if the resolution still does not meet your expectations, you can write to the Head - Customer Services at head.customerservices@tata-aig.com After examining the matter, we will send you our final response within a period of 7 days from the date of receipt of your complaint on this email id.

Within 30 days of lodging a complaint with us, if you do not get a satisfactory response from us and you wish to pursue other avenues for redressal of grievances, you may approach Insurance Ombudsman appointed by IRDA under the Insurance Ombudsman Scheme.

INSURANCE OMBUDSMAN CENTRES

Office Details	Jurisdiction of Office Union Territory, Charge District	Date of Taking
AHMEDABAD - Shri. / Smt. Office of the Insurance Ombudsman, 2nd floor, Ambica House, Near C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad – 380 014. Tel.: 079 - 27546150 / 27546139 Fax: 079 - 27546142 Email: bimalokpal.ahmedabad@gbic.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.	
BENGALURU - Shri. M. Parshad Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@gbic.co.in	Karnataka.	14-08-2014
BHOPAL - Shri. R K Srivastava Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@gbic.co.in	Madhya Pradesh, Chattisgarh.	27-05-2013
BHUBANESHWAR - Shri. B. N. Mishra Office of the Insurance Ombudsman, 62, Forest Park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 / 2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@gbic.co.in	Orissa.	22-07-2014
CHANDIGARH - Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@gbic.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh.	21-09-2012
CHENNAI - Shri Virander Kumar Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, Chennai – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@gbic.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).	09-05-2013
DELHI - Smt. Sandhya Baliga Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23239633 / 23237532 Fax: 011 - 23230858 Email: bimalokpal.delhi@gbic.co.in	Delhi.	15-07-2014
GUWAHATI - Sh. / Smt. Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2132204 / 2132205 Fax: 0361 - 2732937 Email: bimalokpal.guwahati@gbic.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.	
HYDERABAD - Shri. G. Rajeswara Rao Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court" Lane, Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 65504123 / 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@gbic.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.	15-05-2013
JAIPUR - Shri. Ashok K. Jain Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: Bimalokpal.jaipur@gbic.co.in	Rajasthan.	10-10-2014
ERNAKULAM - Shri. P. K. Vijayakumar Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@gbic.co.in	Kerala, Lakshadweep, Mahe-a part of Pondicherry.	14-07-2014

Office Details	Jurisdiction of Office Union Territory, Charge District	Date of Taking
KOLKATA - Shri. K. B. Saha Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, Kolkata - 700 072. Tel.: 033 - 22124339 / 22124340, Fax : 033 - 22124341 Email: bimalokpal.kolkata@gbic.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.	30-07-2014
LUCKNOW - Shri. N. P. Bhagat Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@gbic.co.in	Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.	04-08-2014
MUMBAI - Shri. A. K. Dasgupta Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@gbic.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.	16-05-2013
NOIDA - Shri. Ajesh Kumar Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514250 / 2514251 / 2514253 Email: bimalokpal.noida@gbic.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshihar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.	
PATNA Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Email: bimalokpal.patna@gbic.co.in	Bihar, Jharkhand.	
PUNE - Shri. A. K. Sahoo Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020 - 32341320 Email: bimalokpal.pune@gbic.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.	10-09-2014

GOVERNING BODY OF INSURANCE COUNCIL,
3rd Floor, Jeevan Seva Annexe,
S. V. Road, Santacruz (W),
Mumbai - 400 054.
Tel.: 022 - 26106889 / 671 / 980
Fax: 022 - 26106949
Email: inscoun@gbic.co.in

Smt. Ramma Bhasin, Secretary General
Shri. Y.R. Raigar, Secretary

IRDA of India Regulation No. 5: This Policy is subject to regulation 5 of IRDA of India (Protection of Policyholder's Interests) Regulation.

Tata AIG General Insurance Company Limited

Registered office: Peninsula Business Park, Tower A, 15th Floor, G. K. Marg, Lower Parel, Mumbai - 400 013.
UIN No. TAG-MO-P16-46-V01-15-16 IRDA of India Registration Number: 108,
CIN: U85110MH2000PLC128425
Toll Free Helpline No. 1800 266 7780 • Visit us at www.tataaiginsurance.in

UIN: TAG-OT-P15-58-V01-14-15, Tata AIG General Insurance Company Limited, Personal All Risk Policy, Policy Wordings