

**HOME PACKAGE -GRIHA RAKSHA-POLICY**  
UIN: IRDAN123RP0086V03200203

WHEREAS the Insured described in the Schedule hereto by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to Cholamandalam General Insurance Co.Ltd.(hereinafter called the Company ) for the insurance hereinafter contained and has paid the premium as consideration for such insurance.

The Company hereby agrees

- (a) If the property hereby covered is lost, damaged or destroyed
- (b) If the Insured incurs liability covered hereunder
- (c) The Insured or the partners or staff or employees of the Insured permanently working with the Insured and covered under this Policy shall sustain bodily injury as described herein

at any time during the Period of Insurance stated in the Schedule herein then , subject to the terms, conditions, exceptions, exclusions and endorsements contained herein or endorsed or otherwise expressed hereon or annexed hereto, the Company will indemnify the Insured against such loss, damage or destruction of property or liability incurred, or pay the benefits specified herein as the case may be, but not exceeding in anyone Period of Insurance in respect of each of the several items specified herein the sum set opposite thereto respectively in the Schedule.

**General Exceptions (Applicable to sections other than Section 1)**

The Company shall not be liable in respect of:

1. Any claim, whether direct or indirect, occasioned by, happening through or arising from any consequences of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion revolution, insurrection, terrorism, military of usurped power or civil commotion or loot or pillage in connection herewith.
  2. Any claim, whether direct or indirect, occasioned by, happening through or arising from terrorism.
  3. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
  4. Any claim / liabilities, directly or indirectly of whatsoever nature caused by or contributed by or arising from ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or from any nuclear weapons or from any nuclear weapons material, and similar other weapons of mass destruction.
- In any action suit or other proceedings where the Company alleges that by reason of the above provisions any loss or damage is not covered by this Insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.

**General Conditions (Applicable to sections other than Section 1)**

1. Every notice and communication to the Company required by this Policy shall be in writing to the Policy Issuing Office of the Company.
2. This policy shall be void and all premium paid hereon shall be forfeited to the company, in the event of misrepresentation, misdescription or non-disclosure of any material information.
3. The Company may at any time, cancel this Policy without assigning any reason, by giving 7 days notice in writing by Regd. Post to the Insured at his last known address in which case the Company shall return to the Insured the premium less pro-rata portion thereof for the period the policy was in force. The Insured may also give 7 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 customary short period scales, provided there has been no claim reported under the Policy.
4. It is expressly agreed between the parties that no interest shall be payable by the Company on any account whatsoever.
5. The Insured shall maintain proper accounts, updated on a daily basis, in the course of business that shall be open for scrutiny or verification by the Company as and when they deem necessary.
6. The Insured shall upon the occurrence of any event giving rise or likely to give rise to a claim under any section of this Policy
  - (a) Allow the Company to make all enquiries, verification, survey, assessment by itself or through any person or persons as may be appointed by it. The insured shall render all assistance and co – operation in such process and shall furnish all particulars, documents, materials, evidence, proof as may be required by the Company or anyone authorized by it in that behalf for the purpose of considering the claim so made. If such particulars, documents, materials, evidence or proof is available with any third party, the insured shall obtain or give consent for obtaining the same from such third party, as may be required by the Company.
  - (b) Allow the Company or any representative thereof to examine, at all reasonable times, into the circumstances of such loss and Insured shall on being required so to do by the Company produce all books of accounts, receipts documents relating to or containing entries relating to the loss in his possession and furnish copies of or extracts from such of them as may be required by the Company so far as they relate to such claims or will in any way expect the Company to ascertain the correctness thereof or the liability of the Company under the Policy.
7. If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or device is used by the Insured or anyone acting on Insured's behalf, to obtain any benefit under this Policy all benefits shall be forfeited.
8. Unless the Company be advised and its written approval be obtained the Company shall not be liable hereunder in the event of any change in the nature of the business of the Insured or in the duties and conditions of service / occupation of the employees or if remuneration of the employee be reduced or its basis altered or if the precautions stated by the Insured with regard to accounting are not followed or if the Insured shall continue to entrust the employee with money or goods after having knowledge of any material fact bearing on the honesty of the employee.
9. If any dispute or difference shall arise as to the quantum to be paid under this policy (liability being otherwise admitted) such difference shall be settled by reference to arbitration of a sole arbitrator whom the Company shall appoint. The award of such arbitrator shall be final and binding on both parties. The venue of the arbitration proceedings shall be at the Registered Office of the Company. 2nd Floor, "Dare House", No.2, NSC Bose Road, Chennai 600001. 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 shall be first obtained.

10. In the event of the insured being aggrieved by
- Any partial or total repudiation of claims by an insurer
  - Any dispute in regard to premium paid or payable in terms of the policy
  - Any dispute on the legal construction of policies in so far as such disputes relate to claims
  - Delay in settlement of claims
  - Non-issue of any insurance document to customers after receipt of premium

He /She may, wherever permissible subject to provisions of Redressal of Public Grievances Rules, 1998 approach the Insurance Ombudsman having jurisdiction for appropriate relief.

11. The due observance and fulfilment of the terms, conditions and endorsements of the Policy in so far as they relate to anything to be done or compiled with by the Insured shall be a condition precedent to any liability of the Company to make any payment under this Policy.

12. This Policy may be renewed by mutual consent. The Company shall not be bound to accept any renewal premium or give notice that such renewal is due.

#### Definitions

The terms defined herein under shall for the purpose of this Insurance and liability of the Company hereunder shall carry the meaning specified thereunder.

- "Insured" means the person specified in the proposal.
- "Money" means currency that is legal tender in India
- "Valuables" means jewellery, securities, securities for money, stamps, bullion, deeds, bonds, stock and share certificates, business books, manuscripts, documents of any kind, watches, furs, precious stones, gold and silver ornaments, travel tickets, camera lens and other valuables of similar nature. "Burglary" and / or Housebreaking shall mean
  - Theft involving entry into or exit from the insured premises by forcible and violent means or
  - theft following assault or violence or threat of violence to the Insured or any person in the direct employment of the Insured or member of the Insured's family.
- "Home Utility Appliances" mean Over, Geyser, Mixer, Heater, Grinder and other similar appliances.
- "Home Appliances" shall mean a Television apparatus, accessories forming part of the set, antenna, Including a Dish antenna), a Video Cassette Player, a Video Cassette Recorder, a Digital Video Player, a Music System and other similar equipment.
- "Garden" means any cultivation, farming or raising of trees, plants, flowers, fruits, seeds and the like which involves both time and money.
- "Accident" means a sudden, unforeseen and unexpected physical event caused by external, violent and visible means.
- "Permanent Disability" shall mean the permanent total loss of one or more limbs or part thereof and / or eyesight and / or hearing and / or speech
- "Eligible Children" means all of the Specified Person's dependent Children aged between six (6) months and eighteen (18) years and up to twenty three (23) years (if attending an accredited institution of higher learning) who are unmarried and who permanently reside with him.
- "Immediate Family" shall mean the spouse or the dependent parents of the person.

#### Part A - Property and related risks

##### Exceptions (applicable to Part A (excluding Section 1) in addition to General exceptions mentioned above)

This policy does not cover

- Loss or damage to property not belonging to the insured whether held in trust, commission or otherwise.
- Loss or damage caused by depreciation or wear and tear.
- Loss, destruction or damage caused to the insured property by pollution or contamination excluding
  - Pollution or contamination which itself results from a peril hereby insured against.
  - Any peril hereby insured against which itself result from pollution or contamination
- Loss by theft during or after the occurrence of any insured peril except as provided under Riot, Strike, Malicious and Terrorism Damage cover.
- Loss or damage to property insured if removed to any building or place other than in which it is herein stated to be insured, except machinery and equipment temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding 60 days.

##### Conditions (applicable to Part A (excluding Section 1) in addition to General conditions mentioned above)

- The Insured shall take all reasonable steps to safeguard the property insured against any loss or damage. The Insured shall exercise reasonable care that only competent employees are employed and shall take all reasonable precautions to prevent all accidents and shall comply with all statutory or other regulations.
- The Insured shall upon the occurrence of any event giving rise or likely to give rise to a claim under the Policy
  - In the event of the theft, lodge forthwith a complaint with the Police and take all practicable steps to apprehend the culprits and to recover the property lost.
  - Give immediate notice thereof to the Company and shall within Fourteen (14) days thereafter furnish to the Company at his own expense, detailed particulars of the amount of the loss or damage together with such explanations and evidence to substantiate the claim as the Company may require.
- 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, the Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.

4. The Company may, at its option, reinstate, replace or repair the property or premises lost or damaged or any part thereof instead of paying the amount of loss or damage or may join with any other Insurer in so doing but the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of occurrence of such loss/damage or more than the Sum Insured by the Company thereon.
5. If the property hereby insured shall at the time of any loss or damage be collectively of greater value than the Sum Insured hereon then the Insured shall be considered as being his own Insurer for the difference and shall bear a rateable proportion of the loss or damage accordingly. Every item, if more than one of the Policy, shall be separately subject to this condition.
6. Where the value of the property of the insured under any section, exceeds the maximum Sum Insured thereunder, the Insured shall independently cover the property under that section by way of a separate insurance policy.

### Section I – Building and Content (Chola MS Bharat Griha Raksha)

You chose this **Chola MS Bharat Griha Raksha** Policy and applied to Us for insurance covers of Your choice. You paid Us the premium and gave Us information about Yourself, Your Home Building and Home Contents. Based on Your confirmation that this information is true and correct, and in return of accepting the Premium You have paid Us We promise to provide You insurance as stated in this Policy Document and the Policy Schedule attached to it

#### Clause A. This Policy and the Insurance Contract

1. **Your Policy:** This **Chola MS Bharat Griha Raksha** Policy is a contract between You and Us as stated in the following:
  - a. This Policy document,
  - b. The Policy Schedule attached to this Policy document,
  - c. Any Endorsement attached to and forming part of this Policy document,
  - d. Any Add-on to this Policy that You may have purchased from Us,
  - e. The proposals and all declarations made by You or on Your behalf.
2. To whom this Policy is issued and what it covers:
  - a. This Policy is issued to You and covers You and/or Your Home Building and/or Home Contents as mentioned in the Policy Schedule.
  - b. If more than one person is insured under this Policy, each of You is a joint policyholder. Any notice or letter We give to any of You will be considered as given to all of You. Any request, statement, representation, claim or action of any one of You will bind all of You as if made by all of You.
  - c. If You have mortgaged, pledged or hypothecated Your Home Building and/or Home Contents with a Bank, the Policy Schedule will show an 'Agreed Bank Clause' and the name of such Bank. The terms and conditions of this arrangement will be added to this Policy as an additional clause.
3. **The Policy Schedule:** The Policy Schedule is an important document about Your insurance cover. It contains:
  - a. Your personal details,
  - b. the Policy Period,
  - c. the description of Your Insured Property,
  - d. the total Sum Insured, the Sum Insured for each cover or item covered, and any limits and sub-limits,
  - e. the insurance covers You have purchased,
  - f. the premium You have paid for these insurance covers,
  - g. add-on covers opted by You,
  - h. other important and relevant aspects and information.
4. **Special meaning of certain words:** Words stated in the table below have a special meaning throughout this Policy, the Policy Schedule and Endorsements.

These words with special meaning are stated in the Policy with the first letter in capitals.

Word /s	Specific meaning
Bank	A bank or any financial institution

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<b>Carpet Area</b>	<ol style="list-style-type: none"> <li>1 for the main building unit of Your Home, it is the net usable floor area, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but including the area covered by the internal partition walls of the residential unit;</li> <li>2 for any enclosed structure on the same site, it is the net usable floor area of such structure; and</li> <li>3 for any balcony, verandah area, terrace area, parking area, or any enclosed structure that is part of Your Home, it is 25% of its net usable floor area.</li> </ol>
<b>Commencement Date</b>	It is the date and time from which the insurance cover under this Policy begins. It is shown in the Policy Schedule.
<b>Cost of Construction</b>	<p>The amount required to construct Your Home Building at the Commencement Date.</p> <p>This amount is calculated as follows:</p> <p><b>a. For residential structure of Your Home including Fittings and Fixtures:</b> Carpet Area of the structure in square metres X Rate of Cost of Construction at the Commencement Date. The Rate of Cost of Construction is the prevailing rate of cost of construction of Your Home Building at the Commencement Date as declared by You and accepted by Us and shown in the Policy schedule.</p> <p><b>b. For additional structures :</b> the amount that is based on the prevailing rate of Cost of Construction at the Commencement Date as declared by You and accepted by Us.</p>
<b>Endorsement</b>	A written amendment to the Policy that We make (additions, deletions, modifications, exclusions or conditions of an insurance Policy) which may change the terms or scope of the original policy.
<b>Home Contents</b>	Those articles or things in Your Home that are not permanently attached or fixed to the structure of Your Home. Home Contents may consist of General Contents and/or Valuable Contents.
<b>General Contents</b>	<b>General Contents</b> are all the contents of household use in Your Home, e.g., furniture, electronic items and goods, antennae, solar panels, water storage equipment, kitchen equipment, electrical equipment (including those fitted on walls), clothing and apparel and items of similar nature.
<b>Valuable Contents</b>	<b>Valuable Contents</b> of Your Home consist of items such as jewellery, silverware, paintings, works of art, antique items, curios and items of similar nature.
<b>Insured</b>	The Person/s who has/have purchased Insurance Cover under this Policy.
<b>Insured Property</b>	Your Home Building and Home Contents, or any item of property covered by this Policy.
<b>Kutcha Construction</b>	Building(s) having walls and/or roofs of wooden planks/thatched leaves and/or grass/hay of any kind/bamboo/plastic cloth/asphalt/canvas/tarpaulin and the like.
<b>Policy Period</b>	Policy period means the period commencing from the effective date and time as shown in the Policy Schedule and terminating at Midnight on the expiry date as shown in the Policy Schedule or on the termination of or the cancellation of insurance as provided for in <b>Clause G (III)</b> of this Policy, whichever is earlier.
<b>Policy Schedule</b>	The document accompanying and forming part of the Policy that gives Your details and of Your insurance cover, as described in <b>Clause A (3)</b> of this Policy.
<b>Premium</b>	The premium is the amount You pay Us for this insurance. The Policy Schedule shows the amount of premium for the Policy Period and all other taxes and levies.
<b>Pucca Construction</b>	Construction other than Kutcha Construction.
<b>Spouse</b>	Your wife or husband.
<b>Sum Insured</b>	The amount shown as Sum Insured in the Policy Schedule and as described in <b>Clause C (4)</b> and <b>Clause D (2)</b> of this Policy. It represents Our maximum liability for each cover or part of cover and for each loss.
<b>Total Loss</b>	A situation where the Insured Property or item is Completely destroyed, lost or damaged beyond retrieval or repair or the cost of repairing it is more than the Sum Insured for that item or in total

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<b>We, Us, Our, Insurer</b>	The Cholamandalam MS General Insurance Company Ltd. Insurance Company that has provided Insurance Cover under this Policy; of the Company.
<b>You, Your, Insured</b>	The Insured Person/s who has/have purchased Insurance Cover under this Policy; of such Insured Person/s.
<b>Your Home Building</b>	Your Home Building is a building consisting of a residential unit, having an enclosed structure and a roof, basement (if any) and used as a dwelling place described in detail as per Clause C (2) of this Policy.

**Clause B. Insured Events**

We give insurance cover for physical loss or damage, or destruction caused to Insured Property by the following unforeseen events occurring during the Policy Period.

The events covered are given in Column A and those not covered in respect of these events are given in Column B.

	<b>Column A</b>	<b>Column B</b>
	<b>We cover</b> physical loss or damage, or destruction caused to the Insured Property by	<b>We do not cover</b> any loss or damage, or destruction caused to the Insured Property
1.	Fire	Caused by burning of Insured Property by order of any Public Authority.
2.	Explosion or Implosion	-
3.	Lightning	-
4.	Earthquake, volcanic eruption, or other convulsions of nature	-
5.	Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Tsunami, Flood and Inundation	-
6.	Subsidence of the land on which Your Home Building stands, Landslide, Rockslide	caused by a. Normal cracking, settlement or bedding down of new structures, b. The settlement or movement of made up ground, c. Coastal or river erosion, d. Defective design or workmanship or use of defective materials, or e. Demolition, construction, structural alterations or repair of any property, or groundworks or excavations.
7.	Bush fire, Forest fire, Jungle fire	-
8.	Impact damage of any kind, i.e., damage caused by impact of, or collision caused by any external physical object (e.g. vehicle, falling trees, aircraft, wall etc.)	Caused by pressure waves caused by aircraft or other aerial or space devices travelling at sonic or supersonic speeds.
9.	Missile testing operations	-
10.	Riot, Strikes, Malicious Damages	caused by a temporary or permanent dispossession, confiscation, commandeering, requisition or destruction by order of the government or any lawful authority, or b Temporary or permanent dispossession of Your Home by unlawful occupation by any person.
11.	Acts of terrorism (Coverage as per Terrorism Clause attached)	Exclusions and Excess as per Terrorism Clause attached.
12.	Bursting or overflowing of water tanks, apparatus and pipes.	-

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13.	Leakage from automatic sprinkler installations.	<ul style="list-style-type: none"> <li>a Repairs or alterations in Your Home or the building in which Your Home is located,</li> <li>b Repairs, removal or extension of any sprinkler installation, or</li> <li>c Defects in the construction known to You.</li> </ul>
14.	Theft within 7 (seven) days from the occurrence of and proximately caused by any of the above Insured Events.	<ul style="list-style-type: none"> <li>if it is <ul style="list-style-type: none"> <li>a. of any article or thing outside Your Home, or</li> <li>b. of any article or thing attached from the outside of the outer walls or the roof of Your Home, unless securely mounted.</li> </ul> </li> </ul>

**Clause C: Home Building Cover**

**1. What We cover**

We cover physical loss or damage, or destruction of **Your Home Building** because of any Insured Event listed in **Clause B** of this Policy. We also cover architect's, surveyor's, consulting engineer's fees, cost of removing debris as specified under **Clause C (5) (f)** of this Policy. Further, We pay for Loss of rent and Rent for Alternative Accommodation, which will be paid to the extent declared by You and agreed by Us as specified under **Clause C (6)** of this Policy while Your Home Building is not fit for living following loss or damage due to an insured event.

**2. Your Home Building**

- a. **Your Home Building** is a building consisting of a residential unit, having an enclosed structure and a roof, basement (if any) and used as a dwelling place.
- b. Your Home Building includes
  - i. Fixtures and fittings permanently attached to the floor, walls or roof, like fixed sanitary fittings, electrical wiring and other permanent fittings.
  - ii. the following 'additional structures' if they are on the same site, and are used as part of Your Home Building:
    - a) garage, domestic out-houses used for residence, parking spaces or areas, if any
    - b) compound walls, fences, gates, retaining walls and internal roads,
    - c) verandah or porch and the like,
    - d) septic tanks, bio-gas plants, fixed water storage units or tanks,
    - e) solar panels, wind turbines and air conditioning systems, central heating systems and the like, if not included in Home Contents Cover,
  - iii. any other structure shown in the Policy Schedule.
- c. Your Home Building does not include Contents of Your Home.

**3. Use for residence**

- a. We will pay only if Your Home Building is used for the purpose of residence of Yourself and Your family, or of Your tenant, licensee or employee.
- b. We will not pay if
  - i. Your Home Building is used as a holiday home, or for lodging and boarding, or
  - ii. Your Home Building or any part of Your Home Building is used for purposes other than residential except where it is used both for Your residence and for the purposes of earning Your livelihood if You are self-employed or You have shifted Your office to Your Home Building for a temporary period due to lockdown or closure of Your office ordered by a public authority.

**4. Sum Insured**

- a. The Sum Insured for the Home Building Cover is the prevailing Cost of Construction of Your Home Building at the Commencement Date as declared by You and accepted by Us and will be the maximum amount payable in the event the Home Building is a Total Loss.
- b. If the Policy Period is more than one year, We will automatically increase Your Sum Insured during the Policy Period by 10% per annum on each anniversary of Your Policy without additional premium for a maximum of 100% of the Sum Insured at the Policy Commencement Date.
- c. The Sum Insured will be automatically increased each day by an amount representing 1/365th of 10% of Sum Insured at the Policy Commencement Date for annual policies.
- d. Restoration of Sum Insured : Except as stated in **Clause G (III) (3) (b)** of this Policy, the insurance cover will at all times be maintained during the Policy Period to the full extent of the respective Sum Insured. This means that after We have paid for any loss, the policy shall be restored to the full original amount of Sum Insured. You must pay to Us proportionate premium for the unexpired Policy Period from the date of loss. We can also deduct this premium from the net claim that We must pay You.

**5. What We pay**

- a. If You make a claim under the policy for damage to Your Home Building due to any of the insured perils, We reimburse the cost to repair it to a condition substantially the same as its condition at the time of damage. You must spend for repairs, and claim that amount from Us.
  - b. We will calculate the amount of claim on the basis of the actual Carpet Area subject to the Carpet Area not exceeding that declared by You in the Proposal Form and stated in the Policy Schedule.
  - c. The maximum We will pay for all items together is the Sum Insured shown in the Policy Schedule for Home Building Cover. If the Policy Schedule shows any limit for any item, such limit is the maximum We will pay for that item.
  - d. If Your Home Building is a Total Loss, We will pay You the Sum Insured of the Home Building.
  - e. If only an additional structure is destroyed, We will pay You an amount equal to the Cost of Construction of the additional structure.
  - f. In addition to what **Clause C (5) (c)** of this Policy provides for, We will pay You the following expenses:
    - i. up to 5% of the claim amount for reasonable fees of architect, surveyor, consulting engineer;
    - ii. up to 2% of the claim amount for reasonable costs of removing debris from the site.
6. **Loss of Rent and Rent for Alternative Accommodation:** In addition to what **Clause C (5) (c)** of this Policy provides for, We will pay the amount of rent You lose or alternative rent You pay while Your Home Building is not fit for living because of physical loss arising out of an Insured Event as follows:
- a. If You are living in Your Home as a tenant, and You are required to pay higher rent for the alternative accommodation, We will pay the difference between the rent for alternative accommodation and the rent of Your Home Building.
  - b. We will pay the loss under this cover for an accommodation that is not superior to Your Home Building in any way and in the same city as Your Home Building.
  - c. The amount of lost rent shall be calculated as follows: Sum Insured for Cover for Loss of Rent (as declared by You in the Proposal Form and specified by Us in the Policy Schedule) X Period necessary for repairs ÷ Loss of Rent Period opted for.
  - d. This cover will be available for the reasonable time required to repair Your Home Building to make it fit for living. The maximum period of this cover is three years from the date Your Home Building becomes unfit for living. You must submit a certificate from an architect or the local authority to show that Your Home Building is not fit for living.
  - e. Claim for loss of rent will be accepted only if We have accepted Your claim for loss for physical damage to Your Home under the Home Building Cover.

#### Clause D: Home Contents Cover

1. **What We cover:**

We cover the physical loss or damage to or destruction of the **General Contents** of Your Home caused by an Insured Event as listed in **Clause B** of this Policy. **Valuable Contents** of Your Home are not covered under this Policy unless You have purchased the optional cover for the **Valuable Contents**.
2. **Sum Insured:**
  - a. The Sum Insured for the Home Contents Cover is shown in the Policy Schedule and will be the maximum amount payable in the event the Home Contents are destroyed/lost completely.
  - b. The policy has a built-in cover for the General Contents of Your home equal to 20% of the Sum Insured for Home Building Cover subject to a maximum of ₹ 10 Lakh (Rupees Ten Lakh) provided You have opted for both Home Building and Home Contents cover. If You choose to have a higher Sum Insured for Home Contents, You have to declare the Sum Insured in the Proposal Form and pay additional premium.
  - c. If You have purchased only Home Contents Cover, You have to declare the Sum Insured for the General Contents in the Proposal Form.
  - d. The Sum Insured You have chosen for General Contents must be enough to cover the cost of replacement of the General Contents.
  - e. If You want to cover the Valuable Contents in Your Home, You must opt for the Optional Cover for Valuable Contents as given in **Clause E (1) (a)** of this Policy.
  - f. Restoration of Sum Insured: Except as stated in **Clause G (III) (3) (b)** of this Clause below, the insurance cover will at all times be maintained during the Policy Period to the full extent of the respective Sum Insured. This means that after We have paid for any loss, the policy shall be restored to the full original amount of Sum Insured. You must pay to Us proportionate premium for the unexpired Policy Period from the date of loss. We can also deduct this premium from the net claim that We must pay You.
3. **What We pay**
  - a. If the General Contents of Your Home are physically damaged by any Insured Event, We will at Our option,
    - i. Reimburse to You the cost of repairs to a condition substantially the same as its condition at the time of damage, or
    - ii. Pay You the cost of replacing that item with a same or similar item, or
    - iii. Repair the damaged item to a condition substantially the same as its condition at the time of damage.



- b The maximum We will pay for Home Contents is the Sum Insured shown in the Policy Schedule for Home Contents Cover. If the Policy Schedule shows any limit for any item, or category or groups of items, such limit is the maximum We will pay for that item.

**Clause E: Additional Covers**

**1. Optional Covers:**

**a. Cover for Valuable Contents on Agreed Value Basis (under Home Contents cover):**

For Valuable Contents, a value may be agreed upon by You and Us based on a valuation certificate submitted by You and accepted by Us. However, We shall waive the requirement of valuation certificate if the Sum Insured opted for is up to ₹ 5 Lakh (Rupees Five Lakh) and Individual item value does not exceed ₹ 1 Lakh (Rupees One Lakh).

- i. If the Valuable Contents of Your Home are physically damaged by any Insured Event, We will pay the cost of repairing the item/s.
- ii. If the Valuable Contents of Your Home are a Total Loss We will pay the Sum Insured shown in the Policy Schedule for the Valuable item/s. If the Policy Schedule shows any limit for any item, or category or groups of items, such limit is the maximum We will pay for that item. Loss to only one item of a pair or set does not constitute loss or damage to the entire pair or set.

**b. Personal Accident Cover:**

In the event an insured peril that caused damages to Your Home Building and/or Home Contents also results in the unfortunate death of either You or Your spouse, We will pay compensation of ₹ 5,00,000 (Rupees Five Lakh) per person.

In the event of the unfortunate death of the insured, the Personal Accident cover shall continue for the spouse until expiry of the policy.

**2. Add-ons:**

You can opt for an Add-on by choosing from the Add-ons, if any, offered by Us under this product and the ones that You have purchased will be mentioned in the Policy Schedule and the relevant clause/s and/or endorsements will be attached to this Policy.

**Clause F. Exclusions (What We do not cover) for all covers under this policy**

We do not cover losses and expenses for any loss or damage or destruction of the Insured Property that is directly or indirectly as a result of or is caused by or arising from events, stated below:

- 1 Your deliberate, wilful or intentional act or omission, or of anyone on Your behalf, or with Your connivance.
- 2 War, invasion, act of foreign enemy hostilities or war-like operations (whether war is declared or not), civil war, mutiny, civil commotion amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
- 3 Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component that is part of it.
- 4 Pollution or contamination, unless
  - i. The pollution or contamination itself has resulted from an Insured Event, or
  - ii. An Insured Event itself results from pollution or contamination.
- 5 Loss, damage or destruction to any electrical/electronic machine, apparatus, fixture, or fitting by over-running, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity from whatever cause (lightning included). This exclusion applies only to the particular machine so lost, damaged or destroyed.
- 6 Loss or damage to bullion or unset precious stones, manuscripts, plans, drawings, securities, obligations or documents of any kind, coins or paper money, cheques, vehicles, and explosive substances unless otherwise expressly stated in the policy.
- 7 Loss of any Insured Property which is missing or has been mislaid, or its disappearance cannot be linked to any single identifiable event.
- 8 Loss or damage to any Insured Property removed from Your Home to any other place.
- 9 Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
- 10 Any reduction in market value of any Insured Property after its repair or reinstatement.
- 11 Any addition, extension, or alteration to any structure of Your Home Building that increases its Carpet Area by more than 10% of the Carpet Area existing at the Commencement Date or on the date of renewal of this Policy, unless You have paid additional premium and such addition, extension or alteration is added by Endorsement.
- 12 Costs, fees or expenses for preparing any claim.

**Clause G. Conditions**

**(I) Your Obligations**

**1. Make true and full disclosure in the proposal and related documents**

- a. You have a duty of disclosure to tell Us everything You know, or could reasonably be expected to know, that is relevant to Us for deciding whether to give You insurance cover and on what terms. You owe this duty to disclose such relevant material information even if We have not specifically asked for it. This duty extends to any information or declaration given by anyone else on Your behalf.



- b. We have agreed to give You insurance cover entirely on the basis of the information You, or anyone on Your behalf, have given Us in the proposal, statements and other declarations and documents (in writing or electronic) about Yourself, Your family, Your Home Building and Home Contents. The correct and complete information You give is the basis of Our contract with You. Our promise to pay is conditional upon the truth of these statements and on the assumption that You, or anyone on Your behalf, has not withheld any material information about Yourself, Your family, Your Home Building and Home Contents.
- 2. Obligation to take care :** You must:
  - a. keep Your Home Building and Home Contents in good condition and well maintained, You must ensure that the structure of Your Home Building does not have any faults or defects that are visible and material that will aggravate loss or damage to the Home Building in the event an insured peril occurs.
  - b. take care to prevent theft, loss or damage to Your Home Building and Home Contents, and
  - c. ensure that unauthorized persons do not occupy Your Home Building.
- 3. Inform change in circumstances :** You must inform Us immediately if
  - a. You change Your address,
  - b. You make any addition, alteration, extension to the structure of Your Home Building,
  - c. You let out Your Home Building, or Your Home Building will no longer be solely occupied by You,
  - d. You change the use of Your Home Building.
- 4. Allow inspection and investigation of claim:** You must allow, and give full cooperation to the survey/investigation of Your claim by Us. You must allow Us, and any surveyor, officer or other representative that We authorise, to inspect Your Home Building and Home Contents including the interior wherever necessary, take photographs and where required, permit the scientific testing and investigation of any insured article affected by the insured peril. You must answer all questions asked regarding Your claim truthfully and completely, and submit all relevant documents that We will require.
- 5. Make true statements and full disclosure in the claim and related documents** You must also give true and full information in Your claim and submit true documents. If You give any false information or document in the claim, or if You withhold any information or document (written or electronic), We have a right to refuse payment of Your claim. We may also cancel Your policy.

**(II) Renewal of Policy**

- 1. End of Policy:** This Policy will expire at the end of the Policy Period.
- 2. Renewal is not automatic,** We may seek relevant information from You for the purpose of renewal. We can reject Your renewal only on grounds of mis- representation, non-disclosure of material facts, fraud or non-co-operation on Your part.
- 3. Application for renewal:** If You wish to renew the Policy, You must apply for renewal before the end of the Policy Period and pay the required premium amount.

**(III) Cancellation and Termination of Policy**

**1. Cancellation by You at any Time**

- a. You can cancel this Policy at any time by giving Us notice in writing. The Policy will terminate when We receive Your notice.
- b. If You cancel the policy, We will refund premium as follows:

Time for which Policy in force	Refund of premium
For a period not exceeding 15 days	90% of the Annual rate
Exceeding 15 days to 1 month	85% of the Annual rate
Exceeding 1 month to 2 months	70% of the Annual rate
Exceeding 2 month to 3 months	60% of the Annual rate
Exceeding 3 month to 4 months	50% of the Annual rate
Exceeding 4 month to 5 months	40% of the Annual rate
Exceeding 5 month to 6 months	30% of the Annual rate
Exceeding 6 month to 7 months	25% of the Annual rate
Exceeding 7 month to 8 months	20% of the Annual rate
Exceeding 8 month to 9 months	15% of the Annual rate
For the period Exceeding 9 months	No Refund

**C. Cancellation of Long Term Policy**

1. If the policy is cancelled within 1 years of inception, the premium to be retained shall be worked out as per normal rates applicable - that is without allowing any discount.
2. If the policy is cancelled after 1 years of inception, the discount slab shall be reworked for the number of years the policy was actually in force. For this purpose fraction of a year shall be rounded to the next higher year. For example if the policy has run for 1 years and 1 months, premium shall be retained for 2 years.
3. Refund, if any, shall be subject to the retention of minimum premium as decided by the company then and there.

**2. Cancellation by Us:**

- a. We will not cancel the Policy during the policy period except on the grounds of mis-representation, non-disclosure of material facts, fraud or non-co- operation on Your part.
- b. In case of Total Loss of Your Home Building in a long term policy where You have decided not to reinstate Your Home Building in favour of a cash settlement of Your claim, We will cancel the policy for the remaining duration of the policy period. In such a case We shall refund the proportionate premium for the un-expired policy years after grossing up the premium paid by You towards long term discount, if any.

**3. Automatic termination of the Policy**

This Policy will automatically end in the following cases:

- a. **Destruction of Your Home Building:** This Policy will automatically end 7 (seven) days after Your Home Building collapses or is destroyed by reason other than any Insured Event. If a separable part of Your Home Building, or any additional structure falls down or is destroyed by reason other than any Insured Event, the covers will end for such part or additional structure. You can apply within 7 (seven) days of such fall or destruction for continuing insurance cover. We may agree, but will not be bound, to continue the cover on the same rates, terms and conditions.
- b. **Exhaustion of Sum Insured:** If Your Home Building, or any additional structure, or any item of Home Contents, is lost, destroyed or stolen, or is a Total Loss, and We pay You the full Sum Insured for such item, the insurance cover for that item will automatically end unless the subject matter of insurance is reconstructed and the Sum Insured is reinstated by paying additional premium. If We pay the total Sum Insured for any claim, this Policy will end.
- c. **Change of use of Your Home Building or Home Contents:** The Policy will end
  - i. if You change the use of Your Home Building from personal residence to any other purpose, or
  - ii. if You use any item of Home Contents for use that is not personal.
- d. **Sale of Your Home Building or Home Contents:** This Policy will end when You sell, surrender or release Your interest in Your Home Building and/or Home Contents, or Your interest in the Home Building and/or Home Contents comes to an end. The Policy will end to the extent any additional structure of Your Home Building or item of Home Contents if You sell, surrender or release Your interest in such additional structure or item of Home Content, or Your interest in these ends.
- e. **Effect of death**

In the event of the unfortunate death of the Insured during the Policy Period, the Home Building Cover and the Home Contents Cover that You have purchased will continue for the benefit of Your legal representative/s during the Policy Period subject to all the terms and conditions of this Policy.

**(IV) Claims Procedure**

If You suffer a loss because of an Insured Event, You must make a claim for Your financial loss at Your cost. The procedure for making a claim is given below. These include things that **You must do**, and that **You must not do**. It is important to comply with these to ensure that it does not prejudice Your claim in any manner.

**1. Immediate notice to Us**

- a. As soon as any physical loss or damage occurs to Your Home Building or Home Contents due to an Insured Event, You must immediately give notice to Us of the loss or damage. This is necessary for Us to survey/ investigate the loss or damage, as may be required.
- b. You can give notice to any of Our offices or call-centres.
- c. You must state in this notice
  - i. The Policy Number,
  - ii. Your name,
  - iii. Details of report to the police that You made,
  - iv. Details of report to any Authority that You made,
  - v. Details of the Insured Event,
  - vi. A brief statement of the loss,
  - vii. Particulars of any other insurance of Your Home Building or any of Your Home Contents,
  - viii. Details of loss or damage under any Optional Cover or Add-ons,
  - ix. Submit photographs of loss or physical damage, wherever possible.

**2. Steps to prevent loss and damage**



to Us to take such action and exercise this right effectively, when We request You, whether before or after making payment of Your claim. You must give all information, cooperation, assistance and help for this purpose. You must not do anything which will prejudice Our right. We can do this

- i. Without seeking Your consent,
  - ii. In Your name, and
  - iii. Whether or not Your loss has been fully compensated.
- b** Any amount We recover from such person will be applied first to the costs of the legal proceedings and recovery, then to the claim amount We have paid or must pay to You. We will pay You any balance.
- c** You can start legal proceedings against any person who has caused the loss or damage only with Our prior consent, and on conditions that We will impose. You must not compromise or settle any claim against such person without Our consent. If You recover any amount from such person, You must return to Us the amount We have paid for Your claim. We can take over the conduct of legal proceedings that You have started and continue the proceedings in Your name.

**Clause H. Changes to covers**

- a You can choose to make changes to the covers of this Policy as may be permitted by Us, or increase or reduce any Sum Insured. You must make a proposal or request for any change. It will be effective only after We have accepted Your proposal, and You have paid the additional premium, where applicable.
- b This Policy (including the Policy Schedule, the proposal, declarations and Endorsements) consists of the entire contract between You and Us.

**Clause I. Waiver of Underinsurance**

Underinsurance does not apply to the **Bharat Griha Raksha** Policy. Thus, if Your Sum Insured calculated on the basis of the information that You provided, is less than the actual value at risk, the difference will not affect the amount We pay.

**Clause J. Other Details**

**1. Notices**

- a We will send any notice, letter or communication in writing to You at Your address mentioned in the Policy Schedule, and to Your email address that You have registered with Us.
- b You will send any notice, letter, intimation or communication in writing to Us at Our branch office where You purchased this Policy. You can also send it at the address mentioned in the Policy Schedule.

**2. Nomination for this Policy**

You can nominate a person to receive the claim amount under this Policy in the event of Your death. You can make such nomination at the time You take the Policy, or later. You can also change the nomination at any time. You can make the nomination on Our nomination form available in Our office or from Our website: [www.cholainsurance.com](http://www.cholainsurance.com)

**3. Applicable law and jurisdiction**

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

**4. Arbitration**

If any dispute or difference arises between You and Us regarding the amount of claim to be paid under this policy (liability having been admitted by Us), such difference shall independently of all other questions, be referred to the decision of a sole arbitrator to be appointed in writing by You and Us or if You and We cannot agree upon a single arbitrator within 30 days of either of Us opting for arbitration, the same shall be referred to a panel of three arbitrators comprising of two arbitrators, one to be appointed by each of Us, to the dispute/difference and the third arbitrator to be appointed by two such arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

**Clause K. Grievances**

If You have a grievance about any matter relating to the Policy, or Our decision on any matter, or the claim, You can address Your grievance as follows:

**1. Our Grievance Redressal Officer**

You can send Your grievance in writing by post or email to Our Grievance Redressal Officer at the following address:

In case of any grievance the insured person may contact the company through

Website : [www.cholainsurance.com](http://www.cholainsurance.com)  
Toll free : 1800 208 5544  
E-Mail : [customercare@cholams.murugappa.com](mailto:customercare@cholams.murugappa.com)  
Fax : 044 -4044 5550  
Courier : Cholamandalam MS General Insurance Company Limited,  
Customer services, Head

Office Dare House 2nd floor, No 2 N.S.C. Bose Road, Chennai 600 001

Insured person may also approach the grievance cell at any of the company's branches with the details of grievance.

If insured person is not satisfied with the redressal of grievance through one of the above methods, insured person may contact the grievance officer at [GRO@cholams.murugappa.com](mailto:GRO@cholams.murugappa.com)

For details of grievance officer, kindly refer the link [www.cholainsurance.com](http://www.cholainsurance.com)

If any Grievances / issues on Health insurance related claims pertaining to Senior Citizens, Insured can register the complaint / grievance in 'Senior Citizen Channel' which shall be processed on Fast Track Basis by dedicated personnel.

If Insured Person is not satisfied with the redressal of grievance through above methods, the insured person may also approach the office of Insurance Ombudsman of the respective area/region for redressal of grievance as per Insurance Ombudsman Rules 2017.

Grievance may also be lodged at IRDAI Integrated Grievance Management system <https://igms.irda.gov.in/>

**2. Consumer Affairs Department of IRDAI**

- a. In case it is not resolved within 15 days or if You are unhappy with the resolution You can approach the Grievance Redressal Cell of the Consumer Affairs Department of IRDAI by calling Toll Free Number **155255 (or) 1800 4254 732** or sending an e-mail to [complaints@irdai.gov.in](mailto:complaints@irdai.gov.in). You can also make use of IRDAI's online portal - Integrated Grievance Management System (IGMS) by registering Your complaint at [igms.irda.gov.in](http://igms.irda.gov.in).
- b. You can send a letter to IRDAI with Your complaint on a Complaint Registration Form available by clicking here. You must fill and send the Complaint Registration Form along with any documents by post or courier to General Manager, Insurance Regulatory and Development Authority of India (IRDAI), Consumer Affairs Department - Grievance Redressal Cell, Sy.No.115/1, Financial District, Nanakramguda, Gachibowli, Hyderabad- 500032.
- c. You can visit the portal <http://www.policyholder.gov.in> for more details.

**3. Insurance Ombudsman**

You can approach the Insurance Ombudsman depending on the nature of grievance and financial implication, if any. Information about Insurance Ombudsmen, their jurisdiction and powers is available on the website of the Insurance Regulatory and Development Authority of India (IRDAI) at [www.irdai.gov.in](http://www.irdai.gov.in), or of the General Insurance Council at [www.generalinsurancecouncil.org.in](http://www.generalinsurancecouncil.org.in), the Consumer Education Website of the IRDAI at <http://www.policyholder.gov.in>, or from any of Our Offices.

Areas of Jurisdiction	Office of the Insurance Ombudsman
Gujarat, UT of Dadra and Nagar Haveli, Daman and Diu	Office of the Insurance Ombudsman, 2 <sup>nd</sup> floor, Ambica House, Near C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad – 380014  Tel.: 079-27546150/27546139, Fax: 079-27546142, Email: <a href="mailto:bimalokpal.ahmedabad@ecoi.co.in">bimalokpal.ahmedabad@ecoi.co.in</a>
Karnataka	Office of the Insurance Ombudsman, Jeevansoudha Building, PID No.57-27-N-19, Ground Floor, 19/19, 24 <sup>th</sup> Main Road, JP Nagar, 1 <sup>st</sup> Phase, Bengaluru 560078. Tel.: 080-26652048/26652049, Email: <a href="mailto:bimalokpal.bengaluru@ecoi.co.in">bimalokpal.bengaluru@ecoi.co.in</a>
Madhya Pradesh and Chhattisgarh	Office of the Insurance Ombudsman, Janakvihar Complex, 2 <sup>nd</sup> Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462003. Tel.: 0755-2769201/2769202, Fax.: 0755-2769203, Email.: <a href="mailto:bimalokpal.bhopal@ecoi.co.in">bimalokpal.bhopal@ecoi.co.in</a>
Odisha	Office of the Insurance Ombudsman, 62, Foresh Partk, Bhubhaneshwar – 750009. Tel.: 0674-2596461/2586455. Fax.: 0674-2596429. Email.: <a href="mailto:bimalokpal.bhubaneswar@ecoi.co.in">bimalokpal.bhubaneswar@ecoi.co.in</a>
Punjab, Haryana, Himachal Pradesh, Jammu and Kashmir, UT of Chandigarh	Office of the Insurance Ombudsman, S.C.O. No.101, 102 & 103, 2 <sup>nd</sup> Floor, Batra Building, Sector 17-D, Chandigarh – 160017. Tel.: 0172-2706196/2706468. Fax.: 0172-2708274, Email.: <a href="mailto:bimalokpal.chandigarh@ecoi.co.in">bimalokpal.chandigarh@ecoi.co.in</a>

**HOME PACKAGE – GRIHA RAKSHA POLICY WORDING**

Tamilnadu, UT-Pondicherry Town and Karaikal (which are part of UT of Pondicherry)	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4 <sup>th</sup> Floor, 453, Anna Salai, Teynampet, Chennai 600 018. Tel. 044 – 24333668/24335284. Fax. 044-24333664, Email.: <a href="mailto:bimalokpal.chennai@ecoi.co.in">bimalokpal.chennai@ecoi.co.in</a>
Delhi	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110002. Tel. 011-23239633/23237532, Fax. 011-23230858, Email.: <a href="mailto:bimalokpal.delhi@ecoi.co.in">bimalokpal.delhi@ecoi.co.in</a>
Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura	Office of the Insurance Ombudsman, JeevanNivesh, 5 <sup>th</sup> Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001 (ASSAM). Tel.: 0361-2132204/2132205, Fax.: 0361-2732937, Email.: <a href="mailto:bimalokpal.guwahati@ecoi.co.in">bimalokpal.guwahati@ecoi.co.in</a>
Andhra Pradesh, Telangana and UT of Yanam-a part of the UT of Pondicherry	Office of the Insurance Ombudsman, 6-2-46, 1 <sup>st</sup> Floor, “Moin court”, Lane Opp., Saleem Function Palace, A.C. Guards, Lakdi-Ka-Pool, Hyderabad – 500004. Tel.: 040-65504123/23312122, Fax.: 040-23376599, Email.: <a href="mailto:bimalokpal.hyderabad@ecoi.co.in">bimalokpal.hyderabad@ecoi.co.in</a>
Rajasthan	Office of the Insurance Ombudsman, JeevanNidhi – II Bldg, Gr. Floor, Bhawani Singh Marg, Jaipur – 302005. Tel.: 0141-2740363, Email.: <a href="mailto:Bimalokpal.jaipur@ecoi.co.in">Bimalokpal.jaipur@ecoi.co.in</a>
Kerala, UT of (a) Lakshadweep, (b) Mahe-a part of UT of Pondicherry	Office of the Insurance Ombudsman, 2 <sup>nd</sup> Floor, Pulinat Bldg., Opp. Cohin Shipyard, M. G. Road, Ernakulam – 682015, Tel.: 0484-2358759/2359338, Fax.: 0484-2359336, Email.: <a href="mailto:bimalokpal.ernakulam@ecoi.co.in">bimalokpal.ernakulam@ecoi.co.in</a>
West Bengal, UT of Andaman and Nicobar Islands, Sikkim	Office of the Insurance Ombudsman, Hindustan Bldg, Annexe, 4 <sup>th</sup> Floor, 4, C.R. Avenue, Kolkata – 700072. Tel. 033-22124339/22124340. Fax. 033-22124341, Email.: <a href="mailto:bimalokpal.kolkata@ecoi.co.in">bimalokpal.kolkata@ecoi.co.in</a>
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	Office of the Insurance Ombudsman, 6 <sup>th</sup> Floor, Jeevanbhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow – 226001. Tel.: 0522-2231330/2231331. Fax.: 0522-2331310. Email: <a href="mailto:bimalokpal.lucknow@ecoi.co.in">bimalokpal.lucknow@ecoi.co.in</a>
Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane	Office of the Insurance Ombudsman, 3 <sup>rd</sup> Floor, Jeevanseva Annexe, S.V. Road, Santacruz (W), Mumbai – 400054. Tel.: 022-26106552/26106960. Fax: 022-26106052. Email: <a href="mailto:bimalokpal.mumbai@ecoi.co.in">bimalokpal.mumbai@ecoi.co.in</a>
State of Uttaranchal and the following districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Baudam, Bulandshahr, 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,	Office of the Insurance Ombudsman, Bhagwansahai Palace, 4 <sup>th</sup> floor, Main Road, Naya Bans, Sector 15, Distt: gautambuddh Nagar, U.P – 201301. Tel.: 0120-2514250/2514251/2514253. Email.: <a href="mailto:bimalokpal.noida@ecoi.co.in">bimalokpal.noida@ecoi.co.in</a>

**HOME PACKAGE – GRIHA RAKSHA POLICY WORDING**

Bihar, Jharkhand	Office of the Insurance Ombudsman, 1 <sup>st</sup> Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna 800006, Email: <a href="mailto:bimalokpal.patna@ecoi.co.in">bimalokpal.patna@ecoi.co.in</a>
Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region	Office of the Insurance Ombudsman, JeevanDarshan Bldg, 3 <sup>rd</sup> floor, C.T.S. No.s 195 to198, N.C. Kelkar Road, Narayan Peth, Pune-411030 Tel: 020-32341320, Email: <a href="mailto:bimalokpal.pune@ecoi.co.in">bimalokpal.pune@ecoi.co.in</a>

**Sabotage and Terrorism Damage Cover Endorsement (Material Damage only)**

**INSURING CLAUSE**

Subject otherwise to the terms, exclusions, provisions and conditions contained in the Policy and in consideration of the payment by the Insured to the Company of additional premium as stated in the Original Policy Schedule, it is hereby agreed and declared that notwithstanding anything stated in the "Terrorism Risk Exclusion" of this Policy to the contrary, this Policy is extended to cover physical loss or physical damage occurring during the period of this Policy caused by an act of sabotage and/or terrorism to the location/s mentioned in the schedule subject to the exclusions, limits and excess described hereinafter.

For the purpose of this cover, 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) Act, 1967 (as amended from time to time) 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.

For the purpose of this cover, an act of sabotage means a subversive act or series of such acts committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

This cover also includes loss, damage, cost or expense directly caused by, resulting from or in connection with any action taken in suppressing, controlling, preventing or minimizing the consequences of an act of sabotage and/or terrorism by the duly empowered government or Military Authority.

Provided that If the Insured is eligible for indemnity under any government compensation plan or other similar scheme in respect of the damage described above, this Policy shall be excess of any recovery due from such plan or scheme.

For the purpose of the aforesaid inclusion clause, "Military Authority" shall mean armed forces, para military forces, police or any other authority constituted by the government for maintaining law and order.

**LOSSES EXCLUDED**

This cover shall not indemnify loss of or damage to property caused by any or all of the following:-

1. loss by seizure or legal or illegal occupation;
2. loss or damage caused by:
  - (i) voluntary abandonment or vacation,
  - (ii) confiscation, commandeering, nationalisation, requisition, detention, embargo, quarantine, or any result of any order of public or government authority, which deprives the Insured of the use or value of its property;
3. loss or damage arising from acts of contraband or illegal transportation or illegal trade;
4. loss or damage directly or indirectly arising from or in consequence of the seepage and or discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment;



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5. loss or damage arising directly or indirectly from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind;
6. loss or damage arising directly or indirectly from or in consequence of asbestos emission, release, discharge, dispersal or escape or asbestos exposure of any kind;
7. any fine, levy, duty, interest or penalty or cost or compensation/damages and/or other assessment which is incurred by the Insured or which is imposed by any court, government agency, public or civil authority or any other person;
8. loss or damage by electronic means including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon. This exclusion shall not operate to exclude losses (which would otherwise be covered under this Policy) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile;
9. loss or damage caused by vandals or other persons acting maliciously or by way of protest or strikes, labour unrest or riots;
10. loss or increased cost occasioned by any public or government or local or civil authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any property insured hereunder;
11. any consequential loss or damage, loss of use, delay or loss of markets, loss of income, depreciation, reduction in functionality, or increased cost of working;
12. loss or damage caused by factors including but not limited to cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service;
13. loss or increased cost as a result of threat or hoax;
14. loss or damage caused by or arising out of burglary, house - breaking, looting, 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 action taken in respect of an act of sabotage and/or terrorism;
15. loss or damage caused by mysterious disappearance or unexplained loss;
16. loss or damage directly or indirectly caused by mould, mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health;
17. total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind;
18. Any loss due to fines or damages for breach of contract, or penalties of whatever nature;
19. Any infidelity, fraudulent, dishonest or criminal act by any director, officer or trustee of the Insured whether acting alone or in collusion with others;
20. Any debt, insolvency or commercial failure, whether to provide bond or security or otherwise, or any other financial cause of any party or person whatsoever.
21. loss or damage caused by Civil Commotion, Insurrection, Revolution or Rebellion, Mutiny and/or Coup d'Etat and Civil War except as may be insured specifically under any Political Violence Extension to this cover;
22. Third party liability howsoever arising except as may be insured specifically under any Third-Party Liability Extension to this cover.

**LIMIT OF INDEMNITY**

The limit of indemnity under this cover shall not exceed the Total Sum Insured given in the Policy Schedule or INR 20,000,000,000 per compound/location whichever is lower.

In respect of sabotage and/or terrorism cover for dwellings, limit of indemnity shall not exceed Total Sum Insured as mentioned in the Policy Schedule or INR 4,000,000,000 per compound/location whichever is lower.

**HOME PACKAGE – GRIHA RAKSHA POLICY WORDING**

In respect of several locations being covered under a single policy on a floater basis, the maximum aggregate loss suffered from all the locations mentioned in the Policy schedule shall not exceed Total Sum Insured as mentioned in the Policy Schedule or INR 20,000,000,000/- whichever is lower.

In respect of several insurance policies within the same compound/location with one or different insurers, the maximum aggregate loss payable per compound/location by any one or all insurers, shall be INR 20,000,000,000. If the actual aggregate loss suffered at one compound/location is more than INR 20,000,000,000, the amounts payable towards individual policies shall be reduced in proportion to the sum insured of the policies.

**EXCESS\***

Shops & Residential Risks: 1% of the claim amount for each and every claim subject to Minimum of INR 10,000 and Maximum of INR 500,000

Non-Industrial Risks: 1% of the claim amount for each and every claim subject to Minimum of INR 25,000 and Maximum of INR 1,000,000

Industrial Risks: 5% of the claim amount for each and every claim subject to Minimum of INR 100,000 and Maximum of INR 25,000,000

\*Whichever is applicable

**ADD ON COVERS**

It is further declared and agreed that the limit of indemnity including the claim on add on cover(s) shall not exceed total sum insured plus separate sublimit opted for add on cover(s) or INR 20,000,000,000 whichever is lower. In respect of several insurance policies within the same compound/location, the maximum aggregate loss payable per compound/location by any one or all insurers shall be INR 20,000,000,000.

In respect of sabotage and/or terrorism cover for long term dwellings, limit of indemnity including the claim on add on cover(s) shall not exceed total sum insured plus separate sublimit opted for add on cover(s) or INR 4,000,000,000/- whichever is lower. In respect of several insurance policies within the same compound/location, the maximum aggregate loss payable per compound/location by any one or all insurers shall be INR 4,000,000,000/-

**MID TERM COVER**

In case the coverage under this endorsement is granted during the currency of the policy, no claims will be payable for loss or damage to property caused by an act of sabotage and/or terrorism occurring during the first 15 (fifteen) days from the date of granting such cover. There should be no known or recorded/reported losses from ground up including threats/hoaxes from date of inception of policy to the date of granting such cover.

**SANCTION, LIMITATION AND EXCLUSION CLAUSE**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

**CANCELLATION CLAUSE**

Notwithstanding the cancellation provisions relating to the basic insurance policy on which this endorsement is issued, there shall be no refund of premium allowed for cancellation of the Sabotage and/or Terrorism risk insurance during the period of insurance except where such cancellation is done along with the cancellation of the basic insurance. Where a policy is cancelled and rewritten mid-term purely for the purpose of coinciding with the accounting year of the insured, pro-rate refund of the cancelled policy premium will be allowed.

If the cancellation is for any other purpose, refund of premium will only be allowed after charging short term scale rates. Note: The definitions, terms and conditions of main Policy save as modified or endorsed herein shall apply.

**OPTIONAL COVER**

**i) Cover for Valuable Contents on Agreed Value Basis (under Home Contents Cover):**

Valuable contents of Your Home such as jewellery, silverware, paintings, works of art etc. can be covered under this optional cover. A value of these contents may be agreed between You and Us on the basis of valuation certificate submitted by You and accepted by Us. However, We will waive requirement of valuation certificate if the Sum Insured opted is up to ₹ 5 Lakh (Rupees Five Lakh) and individual item value does not exceed

₹ 1 Lakh (Rupees One Lakh).

If valuable contents are physically damaged by any insured event, We will pay the cost of repairing the item. If the valuable contents are a total loss We will pay Sum Insured for the item.

**ii) Personal Accident Cover:**

If the insured peril causing damage to Your Home Building and/or Contents also results in the death of either You or Your spouse, We will pay compensation of ₹ 5 Lakh per person.

**Section II - Burglary and Housebreaking for Contents excluding Money and Valuables**

**Sectional Operating Clause**

The Company indemnifies the Insured in respect of loss or damage to the contents whilst contained in the insured premises stated in the schedule by Burglary and/or Housebreaking occurring in a manner as defined herein under.

**Special Exclusions**

The Company shall not be liable in respect of:

- (a) Loss or damage by burglary and/or housebreaking where any employee of the Insured or member of the Insured's family is involved as principal or accessory.
- (b) Loss or damage to livestock, motor vehicles and pedal cycles.
- (c) Loss or damage to articles of consumable nature.
- (d) Loss of or damage to money, securities for Money or Valuables.

**Section III - Jewellery and Other precious items (All Risks)**

This section indemnify the Insured or any member of the family as declared in the proposal in respect of loss of or damage to jewellery specified in the Schedule caused by Accident or Misfortune whilst anywhere in India.

Provided that the liability of the Company in respect of any one item in any one period of insurance will not exceed the sum Insured set against such item in the Schedule thereto and not exceeding in the aggregate the total Sum insured hereby

Provided further that where damage to any item can be repaired, the Company shall pay expenses necessarily incurred to restore the damaged item to its former state of serviceability not in any case exceeding the sum insured in respect of such item.

It is expressly declared and agreed that the condition of average insofar as this Section is concerned is deemed deleted.

**Special Exclusions**

The Company shall not be liable in respect of:

- (i) Loss or damage due to cracking, scratching, breakage of lens or glass whether part of any equipment or otherwise or to china marble, gramophone records and other articles of a brittle or fragile nature, unless such loss or damage arises from accident to railway train or steamer or aircraft by which such property is conveyed.
- (ii) Loss or damage caused by moth, mildew, vermin or any process of cleaning, dyeing repairing or restoring to which the property is subjected.
- (iii) Loss or damage to any electrical or electronic machine, apparatus, fixtures or fittings (including electrical fans, electric household or domestic appliances, wireless sets, radio, tape recorders, television sets and the like) or to any portion of electrical installation arising from or occasioned by over-running, excessive pressure, short-circuiting, arcing, self-heating or leakage of electricity from whatever cause (lightning included)
- (iv) Loss or damage caused by mechanical derangement or over winding of watches and clocks.
- (v) Theft from car except from car of fully enclosed saloon type having all the doors, windows and other openings securely locked and properly fastened.
- (vi) Loss or damage whilst being conveyed by any carrier or courier under contract of affreightment.

**Special Conditions**

**HOME PACKAGE – GRIHA RAKSHA POLICY WORDING**

- (i) 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 repair or set not more than a proportionate part of the insured value of the pair or set.
- (ii) Unless specifically and separately declared, 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.
- (iii) The insured jewellery shall be periodically examined by a competent jeweller and that the Insured shall have all fastenings and settings of stones attended to as advised by the jeweller.

**Section IV - Home Utility Appliances**

**Sectional Operating Clause**

This section indemnifies the Insured against unforeseen and/or sudden physical damage caused by and/or solely due to Mechanical and/or Electrical breakdown and/or Accidental Damage of Home Utility Appliances detailed in the schedule, belonging to the insured whilst contained in or fixed at the Property insured under section 1

Provided that the liability of the Company in respect of any one item in any one Period of Insurance will not exceed the Sum Insured set against such item in the Schedule.

Provided further that the Sum Insured in respect of each and every item covered by this Section shall be equal to the cost of replacement of the insured property by new property of the same kind and same capacity replacement cost shall include freight, dues and customs duties, if any and erection costs.

**Special Exclusions**

The Company shall not, however, be liable for

**a)** Fire and Special perils covered under section 1

**b)** 5% of each and every claim subject to a minimum of Rs. 2500/-.

**c)** 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;

**d)** 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;

**e)** Loss or damage for which the manufacturer or supplier of the Home Appliance is responsible either by law or under contract.

**f)** Cost of transport to the repair shop and back to the Insured's property of any insured item arising out of any damage to such items.

**g)** 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;

**h)** 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;

**i)** 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;

**j)** 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;

**k)** Consequential loss or liability of any kind or description;

**l)** 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);

**m)** Aesthetic defects, such as scratches on painted, polished or enamelled surfaces.

**n)** The cost of any alterations, improvements or overhauls.

**Special Conditions**

**(a)** Where damage to an insured item can be repaired, the Company will pay expenses necessarily incurred to restore the damaged item to its former state of serviceability.

**(b)** If the cost of repair exceeds the actual value of the insured item immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in (d) below:

**(c)** In case of total loss, claims will be paid subject to application of depreciation at 10% per year on the Sum Insured for such period reckoning from the date of first purchase. The maximum depreciation however shall not exceed 50% of the Sum Insured of the item in respect of which a total loss claim is admitted under this Policy.

**(d)** 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.

**(e)** It is warranted that the Maintenance Agreement in force at the inception of this policy is maintained during the currency of this Policy and no variation in the terms of the Agreement shall be made without the written consent of the Company being obtained. For the purpose of this warranty the word "Maintenance" shall mean Safety checks, Preventive maintenance, Rectification of loss or damage or faults arising from normal operation as well as from again.

**Section V - Home Appliances**

This section indemnifies the Insured in respect of total or substantial loss or damage caused by and/or solely due to Mechanical breakdown of Home Appliances detailed in the schedule, belonging to the insured, whilst contained in or fixed at the Property insured under section 1

**HOME PACKAGE – GRIHA RAKSHA POLICY WORDING**

Provided that the liability of the Company in respect of any one item in any one Period of Insurance will not exceed the Sum Insured set against such item in the Schedule.

Provided further that the Sum Insured in respect of each and every item covered by this Section shall be equal to the cost of replacement of the insured property by new property of the same kind and same capacity replacement cost shall include freight, dues and customs duties, if any and erection costs.

**Special Exclusions**

The Company shall not, however, be liable for

- a) Fire and Special perils covered under section 1
- b) 5% of each and every claim subject to a minimum of Rs. 2500/-.
- c) 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;
- d) 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;
- e) Loss or damage for which the manufacturer or supplier of the Home Appliance is responsible either by law or under contract.
- f) Cost of transport to the repair shop and back to the Insured's property of any insured item arising out of any damage to such items.
- g) Loss of or damage to rented or hired equipment for which the owner is responsible either by law or under a lease and/or maintenance agreement;
- h) Loss of or damage to external fittings by theft, unless the appliance itself is stolen at the same time.

**Special Conditions**

- a) This section covers against total or substantial loss to the insured items and accordingly excludes routine, petty, repairs/ damages.
- b) Where damage to an insured item can be repaired, the Company will pay expenses necessarily incurred to restore the damaged item to its former state of serviceability.
- c) If the cost of repair exceeds the actual value of the insured item immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in (d) below:
- d) In case of total loss, claims will be paid subject to application of depreciation at 10% per year on the Sum Insured for such period reckoning from the date of first purchase. The maximum depreciation however shall not exceed 50% of the Sum Insured of the item in respect of which a total loss claim is admitted under this Policy.
- e) 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.
- f) It is warranted that the Maintenance Agreement in force at the inception of this policy is maintained during the currency of this Policy and no variation in the terms of the Agreement shall be made without the written consent of the Company being obtained. For the purpose of this warranty the word "Maintenance" shall mean Safety checks, Preventive maintenance, Rectification of loss or damage or faults arising from normal operation as well as from again.

**Section VI - Plate Glass**

**Sectional Operating Clause**

This section indemnifies the Insured in respect of any Damage to fixed Plate Glass specified in the Schedule in the insured Property caused by accidental breakage, subject to the limits specified in the schedule.

Provided that the liability of the Company in respect of any loss or all losses in any one Period of Insurance is limited to the sum set against in the Schedule.

**Special Conditions**

1. Plate Glass shall mean completely and securely fixed flat glass within the Insured property and described in the Schedule excluding its glazing and/or lettering and /or ornamentation and /or any surface treatment or surfacing unless specifically described and declared for insurance.
2. Plate Glass shall however not include
  - a) Plate Glass of doors to the Insured Premises unless specifically declared
  - b) Glass that constitutes or is part of the building facade.
3. Damage shall mean sudden and accidental fracture visible to the naked eye extending through the entire thickness of the Plate Glass but shall not include
  - a. any other disfiguration or damage to the Plate Glass
  - b. any disfiguration or damage only to the glazing or lettering or ornamentation and /or any surface treatment or surfacing thereon.

**Special Exclusions**

The Company shall not be liable in respect of:

- (a) 5% of each and every claim subject to a minimum of Rs. 1000/-
- (b) Breakage or damage during removal, alterations and/or repairs on or about the insured Property.
- (c) Breakage of lettering unaccompanied by breakage or damage of glass.
- (d) Breakage of or damage to frame work of any description, unless specifically declared.
- (e) Disfiguration or scratching or damage of glass other than fracture extending through the entire thickness of glass.
- (f) Embossed, silvered, lettered, ornamental, curved or any glass whatsoever, other than glass which is plain and of ordinary glazing quality unless the same be specifically declared.
- (g) Breakage of glass not completely and securely fixed.

(h) loss or damage consequent upon interruption or delay of business or other loss, damage or injury arising from breakage of glass or during replacement thereof.

### Section VII - Personal Baggage

#### Sectional Operating Clause

This section indemnifies the Insured in respect of loss of or damage to the Personal Baggage of the Insured and / or such other members of his family who are specified in the schedule, anywhere in India, lost, destroyed or damaged by accident or misfortune, subject to the limit specified in the Schedule.

#### Special Exclusions

The Company shall not be liable in respect of

- (a) Loss of or damage to Money or Valuables
- (b) Loss or damage due to cracking, scratching or breakage of lens of glass, whether part of any equipment or otherwise or to China marble, gramophone records and other articles of brittle or fragile nature, unless such loss or damage arises from accident to vessel, train, vehicle or aircraft by which such property is conveyed.
- (c) Loss or damage whilst being conveyed by any carrier under contract of affreightment.
- (d) Loss of or damage to articles which did not form part of the contents of any of the packages when the journey commenced, unless specifically declared and accepted by the Company.
- (e) Loss or destruction of or damage to articles of consumable nature.
- (f) Loose articles such as Sticks, Straps, Umbrellas, Sunshades, Fans, Deck Chairs, property in use of the voyage and/or journey or articles or clothes whilst being worn on the person or carried about.
- (g) loss destruction or damage caused by or arising from the leakage, spilling or exploding of liquids, oils or materials of a like nature, articles of dangerous or damaging nature.

#### Special Conditions

- (a) 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 in any case not more than a proportionate part of the insured value of the pair or set.
- (b) In the event of loss or damage the Insured shall at once give notice to the Police and take all practicable steps for discovering and punishing the culprits and for tracing and recovering the property lost.

### Section VIII - Garden

#### Sectional Operating Clause

This section compensates the Insured against the total loss or destruction of any Garden maintained, cultivated, developed or nurtured by the Insured within the insured Property caused by Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation, Subsidence, Landslide or Rockslide, subject to the limits specified in the schedule.

Provided that the liability of the Company in respect of any one item in any one Period of Insurance will not exceed the Sum Insured set specified in the Schedule.

#### Special Conditions

- a) This section excludes Fire and allied perils except to the extent covered above.
- b) This section applies only to total loss situation

### Section IX - Pet Animal

#### Sectional Operating Clause

This section compensates the Insured for the makes loss on account of death of a pedigreed pet animal belonging to the Insured, whilst in the insured Property or the immediate neighbourhood, to the extent of the amount mentioned in the enclosed schedule.

Provided that no amount shall be payable under this section unless such death is caused by Accident or Disease occurring or contracted or Surgical Operation performed during the Period of Insurance

#### Special Exclusions

1. Surgical operations except that required due to accident or disease occurring during the period of cover.
2. Malicious or wilful injury or neglect, unskilful treatment or use of animal.
3. Injury / Disease contracted prior to the commencement of risk or within 15 days from the date of commencement of risk
4. Intentional killing of the animal except where necessitated to terminate incurable suffering based on the certificate issued by qualified Veterinary Surgeon or where by order of lawfully constituted authority.
5. Racing and show risks.

#### Special Conditions

**HOME PACKAGE – GRIHA RAKSHA POLICY WORDING**

1. This Policy shall cease to attach to the Pet Animal covered hereunder immediately in the event of the Insured selling, transferring or in any manner parting with ownership or interest in the Pet Animal.
2. The Insured shall provide every insured Pet Animal sufficient and proper food, water, shelter, immediate and adequate medical attention and supervision as and when necessary and shall keep secure all fences, yards, sheds and stabling and shall at all times and to the best of his knowledge and ability use and exercise every due and proper precaution and safeguard against loss or danger of loss under this Policy, the intent and meaning of this condition being that each insured Pet Animal shall have the same care and attention as if it were not insured.
3. In the event of illness or accident, the Insured shall, at his own expense immediately obtain the services of a qualified Veterinary Surgeon and cause the Pet Animal to be properly treated.
4. On the death of any Pet Dog hereby insured, the Insured shall give immediate notice thereof to the Company at the Office that has issued the Policy, and shall give Company an opportunity of inspecting the carcass until at least the expiration of 24 hours after such notice shall have been given to the Company. The Insured shall within 14 days furnish to satisfaction of the Company such information including, but not restricted to, Veterinary Certificate, Post Mortem Certificate and other documents as the Company may require, to establish the death, cause thereof and identity of the Pet Animal.

**Part B – Accident and related risks**

**Exceptions (applicable to Part B in addition to General exceptions mentioned above)**

Any claim arising as a consequence of or caused by or pursuant to

- (a) Intentionally self-inflicted injury while sane or insane
- (b) Suicide or any attempt thereat while sane or insane;
- (c) Loss while being under the influence of intoxicating liquor or drugs unless administered on the advice of a physician;
- (d) Any loss of which a contributing cause was the Insured's actual or attempted commission of, or wilful participation in, an illegal act or any violation or attempted violation of the law or resistance to arrest;
- (e) Curative treatments or interventions that the Insured performs or has had performed on his body
- (f) Loss caused directly or indirectly, wholly or partly by:
  - (i) Bacterial infections (except pyogenic infections which shall occur through an accidental cut or wound) or any other kind of disease;
  - (ii) Medical or surgical treatment except such treatment as may be necessary solely as a result of the Accident;
- (g) the Insured engaging in aviation or ballooning, whilst mounting into, dismounting from or travelling in any balloon or aircraft other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world.  
"Standard type of aircraft" means any aircraft duly licensed to carry passengers (for hire or otherwise) by appropriate authority irrespective of whether such an aircraft is privately owned or chartered or operated by a regular airline or whether such an aircraft has a single engine or multiengine
- (h) The Insured participating as the driver, co-driver or passenger of a motor vehicle during motor racing or trial runs or other similar tests of endurance.
- (i) Any opportunistic infection and/or malignant neoplasm, if at the time of the accident or sickness the Insured person/s had an Acquired Immune Deficiency Syndrome (AIDS) or having an antibody positive blood test to HIV (Human Immune-deficiency Virus). Opportunistic infection shall include but will not be limited to pneumocystis carinii pneumonia, organism of Kaposi's Sarcoma, central nervous system lymphoma, and/other malignancies now known or which become known as causes of death in the presence of Acquired Immune Deficiency Syndrome;
- (j) the Insured participating in any naval, military or air force operations whether in the form of military exercises or war games or actual engagement with the enemy, whether foreign or domestic.
- (k) Any loss resulting directly or indirectly from or, contributed or aggravated or prolonged by childbirth or from pregnancy.

**Conditions (applicable to Part B in addition to General conditions mentioned above)**

1. The Insured shall upon the occurrence of any event giving rise or likely to give rise to a claim under the policy
  - (a) Shall give prompt written notice thereof to the Company as soon as possible but in any event within Fourteen days of the date of injury or accident or death.
  - (b) Arrange to give notice of death by the legal representatives forthwith.
  - (c) Give all certificates, information and evidence, whether from a Medical Attendant or otherwise required by the Company shall be furnished at the expense of the Insured or his legal representatives and shall be in such form and of such nature as the Company may prescribe.

**Section X - Personal Accident cover**

**Sectional Operating Clause**

If at any time during the period of this policy any of the Insured Persons stated in the Schedule against this Section shall sustain bodily injury due to Accident and if such injury shall within 12 calendar months of its occurrence be the sole and direct cause of death then the Company shall pay to the legal representative(s)/ assignee/nominee, as the case may be, the Sum Insured stated in the Schedule.

**Special Conditions**

1. This section covers the insured and three other persons (to be pre-declared by him at the time of commencement of this policy). This declaration shall state the Sum Insured applicable to each of the insured under this section. In the absence of such declaration, the total sum insured under this section shall apply in equal proportion to each of the insured.
2. The maximum benefit payable under this section, in respect of all the persons insured under this section, in the aggregate during the period of insurance shall not exceed the total sum insured under this section
3. This section compensates the nominated legal heir of the persons covered under this policy for the Sum Insured.



### Section XI - Personal Accident for employee

#### Sectional Operating Clause

If at any time during the currency of this policy a Employee of the Insured stated in the Schedule against this Section, shall sustain bodily injury due to Accident whilst On Duty and if such injury shall within 12 calendar months of its occurrence be the sole and direct cause of death or Permanent Disability then the Company shall pay to the Employee, legal representative(s)/ assignee/nominee, as the case may be, the Sum Insured stated in the Schedule.

Sum Insured, in respect of each employee shall be the sum shown against his/her name in the Schedule relating to this Section or if no specific sum is shown then the total sum insured relating to this Section shall apply in equal proportion to each employee covered under the Schedule.

"On Duty" means being in the process of discharging the duties arising out of employment with the Insured at the insured premises.

### Section XII - Costs of Hospitalisation arising out of an accident

#### Sectional Operating Clause

This section covers the Costs incurred by reason of Hospitalisation, subject to the limits indicated in the schedule, of the persons covered under section XII of this policy. This cover becomes operative on the occurrence during the period of this policy of an Accident that leads to Permanent Disability or subsequent loss of life.

#### Special Conditions

- (a) The sum insured under this section is payable against actual expenses incurred towards treatment by a Medical Practitioner at a Hospital.
- (b) Hospitalisation must happen within 7 days from the date of the accident, and this policy shall not in any case cover hospitalisation occurring beyond 12 months from the date of the accident.
- (c) Medical Practitioner means a person who holds a degree/diploma of a recognized institution and is registered by Medical Council of respective State of India other than the Insured or a member of the Insured's immediate family. The term Medical Practitioner would include physician, specialist and surgeon.
- (d) Hospital means a medically recognized establishment:
  - i. That holds a valid license (if required by law) to practice medicine, and
  - ii. The primary function of which is to provide for the care and treatment of sick or injured persons, and
  - iii. That has a staff of one or more Physicians actually available on the premises at all times, and
  - iv. That provides a 24-hour nursing service and has at least one qualified and registered professional nurse present and on duty at all times, and
  - v. That has organized diagnostic and surgical facilities, either on its own premises or in facilities available to the Hospital on a pre-arranged basis, and
  - vi. Is not, except incidentally to its primary function, a clinic, nursing home, rest home, or convalescent home for the aged, or any similar institution.
- (e) Costs means the costs incurred at a Hospital towards treatment for an Accident.

### Section XIII - Education benefit / Benefit for "loss of earning capability"

#### Sectional Operating Clause

This section indemnifies

- (a) The legal heirs of the Insured towards costs incurred in connection with the education of Eligible children or
- (b) The Immediate Family of the Insured towards loss of earning capability of the Specified Person in the event of death caused by Accident of the Insured.

Provided that the benefit under this section shall be payable either under a) or b) above but not in respect of both.

#### Special Conditions

- (i) The benefit under a) is payable weekly for a maximum period of 24 weeks, for not more than two Eligible children of the insured if and only if such eligible children continues their education as a full -time student in an educational institution.
- (ii) The sum payable under this sub-section shall be the aggregate of:-
  - (a) Actual annual tuition (exclusive of room and board) charged by the institution where the child was studying at the time of death of the insured, as evidenced by receipts.
  - (b) All other actual normal costs in connection with the education of the insured's children, in any case not to exceed 100% of the actual annual school fees
- (iii) The benefit under b) is payable to a person, being the immediate family of the insured and duly nominated in this regard by the insured.
- (iv) The amount payable under this section shall be the aggregate actual monthly costs of running the home of the insured, as evidenced by the claimant.
- (v) In no case shall the sum payable under this sub-section exceed twice the amount claimed/ claimable under a) above

### Section XIV - Cost of conducting death ceremonies

#### Sectional Operating Clause

This section covers the Actual Costs incurred in connection with performance of ceremonies arising out of the death caused by Accident of the person specified in the schedule, subject to the limits indicated in the schedule. Provided that the aggregate amount payable under this

section shall be restricted to the sum insured under this section during the period of insurance, irrespective of the number of claims made hereunder.

“Actual Costs” shall mean costs incurred towards transporting the body for cremation, costs incurred at the cremation place, religious ceremonies incurred upto the time of cremation and costs incurred for any one post cremation ceremony.

#### Section XV - Financial Shield

##### Sectional Operating Clause

In the event of loss of life of the Insured due to an Accident occurring the period of this policy and his estate being insufficient to discharge a debt of the insured, the Company shall pay the shortfall to the Creditor subject to the limit stated in the schedule.

Provided that no claim under this section shall be admitted unless a claim under section XIII of this policy becomes payable.

##### Special Exclusion

- a) This section shall not apply in respect liabilities of the Insured where the ownership of the underlying asset is not with the Insured.
- b) Where the insufficiency of the estate is caused by the estate discharging the personal liabilities of the assets of the Insured.

##### Special Conditions

- a) Creditors shall mean a Financial Institution recognised by the Reserve Bank of India, a schedule Bank or a registered Non Banking Financial Institution.
- b) The cover shall apply only in respect of the principal outstanding against the debt and shall not cover interest, charges, penalty, levies and such amount of like nature by whatever name called.
- c) This cover shall not apply in respect of past dues / overdue
- d) The liability under this section shall be payable directly to the creditor. The insured shall at the time of commencement of this policy, designate the creditor who would be the beneficiary under this policy. In the absence of such identification, the benefit under this policy shall become rateably to the eligible Creditors, in the proportion of their undischarged liability.

#### PART C – LIABILITY RELATED RISKS Section XVI – Personal Liability

In respect of liability arising from accidents occurring during the period of insurance against all sums for which the Insured shall become legally, liable to pay for accident bodily injury to any person and accidental damage to property, and will in addition pay Insured's costs and expenses and be responsible for all costs and expenses incurred with the written consent of the Company in defending any claim for such injury or damage.

In the event of the death of the Insured, the Company will in respect of the liability incurred by the Insured indemnify the Insured's personal representatives in the terms of and subject to the limitations of this Policy provided that each personal representatives shall as though they were the Insured observe fulfill and be subject to the terms, exceptions and conditions of the Policy so far as they can apply.

The Limit of Indemnity under this Policy for all sums payable to any claimant or any number of claimants in respect of or arising out of any one occurrence or in respect of or arising out of all occurrences of a series consequent upon or attributable to one source or original course and in respect of all accidents occurring during the period of insurance shall not exceed the amount specified in the schedule of this Policy.

Geographical Area : India

Exclusions to this section

This Company Shall not Be Liable For

- (a) any accident occurring outside the Geographical Area
- (b) injury to any person who is a member of the same household as the Insured
- (c) damage to property belonging to or in the charge or under the control of the Insured
- (d) injury or damage caused by or in connection with or arising from:
  - (i) Any trade profession or business of the Insured or anything done in connection therewith or for the purpose thereof
  - (ii) Ownership possession or use by or on behalf of the Insured of any
    - (1) animal other than a dog or cat
    - (2) mechanically propelled or animal drawn vehicle
    - (3) vessel or craft made or intended to float on or in or travel on or through water or air
    - (4) the use of any horse for racing, polo, hunting or drawing any vehicle
- (e) liability assumed by the Insured under any agreement unless such liability would have attached in the absence of such agreement
- (f) The company is not liable to pay the first 5% of each and every claim subject to a minimum Rs. 5000.

##### Definitions

“the Insured” means Insured Person and any family member of the same household as the Insured person

### Section XVII – Tenant Liability

In respect of liability arising from the fire and allied perils stated in Section I - building & Section II – Contents caused to the private residence building located as specified in the schedule which is rented and occupied by the Insured occurring during the period of insurance for which the Insured shall become legally liable to compensate the owner of the private residence building.

In the event of death of the Insured, the Company will in respect of the liability incurred by the Insured indemnify the Insured's personal representatives in the terms of and subject to the limitations of the Policy.

The limit of indemnity under this Policy for all sums shall not exceed the limit as specified in the schedule of the Policy in respect of any one occurrence or a series of occurrences arising out of the event, or in total during the period of insurance

This Company Shall not Be Liable For

1. damage to property (other than the rented private residence building) belonging to or in the charge or under the control of the Insured.
2. intentional acts or malicious act of the Insured
3. liability assumed by the Insured under any agreement unless such liability would have attached in the absence of such agreement
4. The company is not liable to pay the first 5% of each and every claim subject to a minimum Rs. 5000.

Definitions

“the Insured” means Insured Person and any family member of the same household as the Insured person

#### **Mechanism for Grievance Redressal:**

Mechanism for Grievance Redressal is detailed in Section 1 -CLAUSE J. GRIEVANCES