

## **HOUSE HOLDERS INSURANCE POLICY**

In consideration of Your having paid the premium for the policy period stated in the Schedule or for any further period of insurance for which we may accept the payment for renewal of this policy, We will indemnify You on the happening of any insured event, as mentioned under the item "what we cover" under each section, to the extent of loss suffered but not exceeding the sum insured and / or limit of liability stated in the schedule of the policy in respect of each item, provided that all the terms, conditions and exceptions of this Policy in so far as they relate to anything to be done or complied with by You have been met.

This policy is an evidence of the contract between you and Universal Sompo General Insurance Company Limited. The information furnished by you in the proposal form and the declaration signed by you forms the basis of this contract.

The Policy, the Schedule and any Endorsement shall be read together and any word or expression to which a specific meaning has been attached in any part of this Policy or of Schedule shall bear such meaning wherever it may appear.

#### **Definitions**

**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
Accident	Accident means a sudden, unintended fortuitous, visible and external event.
Bank	A bank or any financial institution
Carpet Area	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;  2. for any enclosed structure on the same site, it is the net usable floor area of such structure; and  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.
Commencement Date	It is the date and time from which the insurance cover under this Policy begins.It is shown in the Policy Schedule.



Cost of Construction	The amount required to construct Your Home Building at the Commencement Date.
	This amount is calculated as follows:
	a.For residential structure of Your Home including Fittings and Fixtures:
	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.  b. For additional structures: 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.
Endorsement	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.
Excess/Deductible	The amount stated in each section in the Schedule, which shall be borne by you first in respect of each and every claim made under this Policy. Our liability to make any payment under the Policy is in excess of the Excess/Deductible.
Family	Family means your spouse and dependant children if ordinarily residing with you.
Home Contents	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.
General Contents	General Contents 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.
Valuable Contents	Valuable Contents of Your Home consist of items such as jewellery, silverware, paintings, works of art, antique items, curios and items of similar nature.



Insured	The Person/s who has/have purchased Insurance Cover under this Policy.
Insured Property	Your Home Building and Home Contents, or any item
	of property covered by this Policy.
Kutcha Construction	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.
Market Value	This is the basis of Sum Insured for household goods other than electrical, mechanical and electronic machines/gadgets under this policy. Market value for household goods means the procurement value of goods from the same or similar source at the time of damage or Loss less appropriate depreciation
Permanent Furniture, Fixtures & Fittings	Permanent furniture, fixtures and fittings include false ceiling glass /wooden partitions, wooden/steel cupboards fixed to the walls, electrical tube lights and fans only.
Policy Period	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 Clause G (III) of this Policy, whichever is earlier.
Policy Schedule	The document accompanying and forming part of the Policy that gives Your details and of Your insurance cover, as described in Clause A (3) of this Policy.
Premium	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.
Proposal	The application form you sign for this insurance and/or any other information you give to us or which is given to us on your behalf.



Pucca Construction	Construction other than Kutcha Construction.
Reinstatement Value	This is the basis of Sum insured for building and permanent furniture, fixtures and fittings and electrical/mechanical/electronic machines/ gadgets under
	this Policy. Reinstatement Value represents the replacement value of the asset as New at time of Damage or Loss.
Spouse	Your wife or husband.
Sum Insured	The amount shown as Sum Insured in the Policy Schedule and as described in Clause C (4) and Clause D (2) of this Policy. It represents Our maximum liability for each cover or part of cover and for each loss.
Total Loss	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.
We, Us, Our, Insurer	Universal Sompo General Insurance Company that has provided Insurance Cover under this Policy; of the Company.
You, Your, Insured	The Insured Person/s who has/have purchased Insurance Cover under this Policy; of such Insured Person/s.
Your Home Building	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.

# **COVERAGE**

# **SECTION 1: Fire and Allied Perils- Building & Household Contents**

# Clause A. This Policy and the Insurance Contract

- 1. Your Policy: This 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:

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- 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.

# **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.

	Column A	Column B
	We cover physical loss or damage, or destruction caused to the Insured Property by	We do not cover 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.	-
13.	Leakage from automatic sprinkler installations.	a repairs or alterations in Your Home or the building in which Your Home is located, b. repairs, removal or extension of any sprinkler installation, or c defects in the construction known to You.
14.	Theft within 7 (seven) days from the occurrence of and proximately caused by any of the above Insured Events.	if it is  a. of any article or thing outside Your Home, or  b. of any article or thing attached from the outside of the outer walls or the roof of Your Home, unless securely mounted.

# 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. 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.
- **d.** 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

- 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  $\mathfrak{T}$  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.

# 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 ommission, or of anyone on Your behalf, or with Your connivance.
- 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 Policy Wordings House Holders Insurance Policy Page 11 of 38

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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.
- 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.

### **SECTION 2: BURGLARY & THEFT**

#### **Definitions:**

- 1. <u>Burglary:</u> Burglary means the unforeseen and unauthorized entry to or exit from the insured premises by aggressive and detectable means with the intent to steal the contents there from
- 2. <u>Theft:</u> Theft means the illegal taking of property belonging to another person without his consent with the intention of permanently depriving the other of it.
- 3. <u>Household Goods:</u> Household goods means the personal belongings to you and your family members who permanently reside with you which includes all mechanical and electrical gadgets for personal use and specified in the Schedule.

WHAT WE COVER	WHAT WE EXCLUDE
1.Loss or Damage directly caused to	<ul> <li>Loss or damage from any yard, garden outbuilding (including sheds or garages</li> </ul>
kept in the insured premises	not attached to the building) or any other property outside the confines of the

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 Damage to Insured premises (including reasonable costs for damaged locks at the entry and/or exit points)
 caused by actual or attempted burglary and/or theft during the policy period. premises unless specified in the Schedule

- Valuables and cash in safe/Almirah, unless specifically covered in the Schedule
- Loss or damage of motor vehicles, trailers unless shown in the schedule
- Loss or damage in which you, your family members or any other person lawfully on or about your premises is or is alleged to be in any way concerned or implicated
- Loss or damage resulting from an act of Riot, Strike, Malicious Damage and Terrorism
- Damage to glass and sign boards
- Live stock
- Loss or damage to contents or stock when the premises are left unoccupied for more than 30 consecutive days unless the same has been reported to us in writing and our written approval obtained.
- Any consequential loss or legal liability
- First Rs 2500/- under each and every claim

### **Special Condition:**

# Reinstatement of sum insured

Immediately upon happening of loss or damage under the policy, the Sum Insured stated in the schedule shall be reduced by the amount of loss or damage and such reduced sum insured shall be limit in respect of any further damage occurring during the current period of insurance unless we give our consent upon payment of additional premium to reinstate the said sum insured.

#### **Basis of Settlement:**

Subject to Special Condition I above where is this condition? and deductible stated in the Schedule, we may at our option reinstate, replace or repair the assets covered under this Policy which are lost or damaged or pay the amount of Loss/Damage or may join with any other insurer(s) in doing so.

We shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and in no case we shall be bound to spend more in reinstatement than it would cost to reinstate the assets as it was at the time of occurrence of such damage, nor more than the limit of liability mentioned under the Schedule.



All claims settlement under this Policy is subject to the following conditions:

#### 1 & 2 are not understood

WHAT WE COVER

# 1) When the sum insured' represents the value of the assets covered:

If value of the assets insured under this Policy shall at the time of loss be collectively of greater value than the sum insured opted by you, then you will be considered as being your own insurer for the difference and shall bear a rate able proportion of the loss accordingly. Every item, if more, than one in the Policy shall be separately subject to this condition.

# 2) When the 'sum insured' represents a fixed proportion of the value of the assets covered:

If the fixed proportion of value of the assets insured under this Policy shall at the time of loss be collectively of greater value than the sum insured opted by you, then you will be considered as being your own insurer for the difference and shall bear a rate able proportion of the loss accordingly. Every item, if more, than one in the Policy shall be separately subject to this condition.

WHAT WE EXCLUDE

# **SECTION 3: ALL RISK (Jewellery & Valuables)**

1. Accidental loss of or damage to	1 1.5% of the claim amount subject to minimum
Jewelary and Valuables anywhere in	ofRs.1000/-
India.	2. Loss or damage due to cracking, scratching
Our liability in respect of any one item in	and/or breaking of lens or glass items or other
any one policy period will not individually	articles of a brittle or fragile nature whether part of
or in the aggregate exceed the sub limits of	Jewellery and/or Valuable unless such loss or
the Sum Insured set against such items in the	damage arises from an accident to a vessel, train or
schedule.	other mechanised vessel, road vehicles, aircraft by
	which such jewellery and/or Valuable is being
	carried by You.
	3. Loss or damage by or any process of cleaning,
	dyeing, repairing or restoring to which the Jewellery
	and/or Valuable is subjected.
	4. Loss or damage caused by moth, mildew or
	vermin.
	5.Damage due to faults/defects existing at the
	commencement of this insurance and known to You ,

employees **6.** Loss or

mechanical

by

whether such faults/defects were known to Us or not and any willful act or negligence of You or Your

caused

damage



derangement or over winding of watches and clock.

- **7.** Theft of unattended baggage containing such jewellery and/or Valuables or mysterious disappearance of the same unless it is stolen from securely locked vehicle.
- **8.** Loss or damage whilst being conveyed by any carrier under contract of affreightment.
- **9.**Damage to money, securities, manuscripts, deeds, bonds, bills of exchange, promissory notes, stocks or share certificates, stamps and travelers cheques and the like.
- 10. Loss directly or indirectly occasioned by or happening through or in consequence of war, Invasion act of foreign enemy, hostilities (whether war be declared or not), Civil war, rebellion, revolution, insurrection, Military or usurped power, Confiscation, nationalisation, or any such action
- **11.** Loss or damage due to any action from Public Authority.
- 12. Consequential loss of any nature

#### **Basis of Settlement:**

- 1. In respect of partial losses where an insured article can reasonably be repaired or reinstated at a cost less than the replacement cost, we will indemnify You in respect of the expenses necessarily and reasonably incurred to restore such item to its state immediately prior to the happening of the insured event.
- 2. In the case of a Total Loss, We shall indemnify You in respect of the restoration or replacement costs. up to the Sum Insured. However We shall not be bound to reinstate or restore exactly or completely, but only as permitted by the circumstances and in the reasonably sufficient manner and to the state that existed immediately prior to the happening of the insured event., subject to the following:

#### a) Single article limit

Unless specifically and separately stated, our liability in respect of each article or pairs of articles shall not exceed 10% of the total sum insured under this policy.

- b) In the event of loss or damage to any article forming part of a pair or set, WE shall not be liable for more than the value of the particular part or parts which may be lost or damaged without references to any special value which such part or parts may have as forming a pair or set but in any event not exceeding a proportionate part of the sum insured in respect of the pair or set.
- 3. If the value of the Jwellery and/or Valuables insured under the policy shall at the time of any insured event be collectively of greater value than the sum insured there on ,then You shall be



considered as your own insurer of the difference and shall bear a ratable proportion of the loss or damage. Every item, if more than one, shall be separately subject to this condition.

#### **SECTION 4: PLATE GLASS**

WHAT WE COVER	WHAT WE EXCLUDE
1. Any accidental loss of or damage to Plate	1. First Rs 500/- under each and every claim
Glass.	2. Breakage or damage during removal,
Damage to frame and framework of any description following breakage of Glass	alteration and repairs carried out at your premises
<ol> <li>Following breakage of Glass, the cost of tinting, lettering, painting, embossing, silvering or any other ornamental work on the replacement Glass, provided that</li> </ol>	<ul><li>3. Scratching other than the fracture extending through the entire thickness of Plate Glass</li><li>4. Damage or breakage to Plate Glass which are not securely fixed.</li></ul>
such costs have been included in the Sum Insured of the Glass under this Section.	<ul> <li>5. Any loss or damage caused willfully by you or your family members, or any loss or damage in which you or any person acting on your behalf is or is alleged to be involved or implicated.</li> <li>6. Any loss or damage for which the manufacturer or supplier is responsible.</li> <li>7. Any consequential damage or losses, whether of a financial or property nature or by reason</li> </ul>
	of personal injury and/or any legal liability.

#### **SECTION 5: BREAKDOWN OF DOMESTIC APPLIANCES**

# **Definition:**

# 1. Domestic Appliances:

Domestic Appliances means the electrical and/or mechanical equipments as specified in the Schedule which are contained in or fixed at the insured premises and used solely for personal and household related purposes.

WHAT WE COVER	WHAT WE EXCLUDE
	1. The first Rs 500/- or 2% of Sum Insured
Electrical & Mechanical breakdown of	whichever is higher for each loss or damage.
Domestic Appliances due to unforeseen	2. Damage for which manufacturer or supplier i
and sudden physical damage by any cause	responsible/ any amount recoverable unde



not hereinafter excluded whilst in the premises necessitating its immediate repair or replacement.

- Maintenance Agreement if any.
- 3. Damage resulting from overload experiment or test requiring imposition of abnormal conditions.
- Damage due to deterioration of or wearing away of any item caused by or as a result of normal use or exposure, atmospheric or climatic conditions, rust, corrosion, moth, vermin or insect.
- Gradually developing flaws, defects, cracks or partial fractures in any part not necessitating immediate stoppage, although at some future time repair or replacements of parts affected may be necessary.
- 6. Damage due to faults/defects existing at the commencement of this insurance and known to You, whether such faults/defects were known to Us or not and any willful act or negligence of You or Your employees
- 7. Damage to consumables such as ropes, rubber items, dies, moulds, blade, cutters, knives, exchangeable tools, engraved or impression cylinders or rolls, glass and porcelain items, ceramics, operating media, belts or wires, fabrics, anti-corrosive, non metallic linings unless such parts are affected by an indemnifiable Damage to the insured item itself
- 8. Cost of transport to the repair shop and back of any Damaged item
- Loss or damage to **Domestic Appliances** older than 10 years from the date of manufacture
- 10. Loss or damage to any **Domestic Appliances** by perils insurable under other Sections of this Policy.
- 11. Loss or damages to mobile phones or other similar communication devices.
- 12. Any costs incurred in connection with the maintenance of **Domestic Appliances** including parts replaced in the course of such maintenance operations.

#### **SPECIAL PROVISIONS**



#### 1. SUM INSURED

It is a requirement of this insurance that the Sum Insured in respect of items specified in the Schedule shall be equal to the cost of replacement of the insured property by new property of the same kind and capacity, including freight, custom duties.

# 2. CLAIM SETTLEMENT

The basis of claim settlement can be on either Repair basis or on a Total Loss basis. The total loss basis is adopted if the cost of repair exceeds or equals the Market Value of the Appliance immediately before the Damage.

In case of settlement on repair basis No deduction will be made for depreciation in respect of parts replaced except those with limited life.

In case of Total Loss, the claims will be settled on Market Value basis, which will be arrived at by deducting proper depreciation from the Replacement Value of item as new of same kind, type and capacity.

#### **SECTION 6: ELECTRONIC EQUIPMENT INSURANCE**

#### **Definition:**

#### 1. Electronic Equipment:

Electronic Equipment means the items specified in the Schedule and which are contained or fixed at or in the insured premises. This may include computer, fax machine, televisions sets or any other electronic item including accessories and/or system software.

## WHAT WE COVER WHAT WE EXCLUDE 1. 10% of the claim amount or Rs 2500/-Electrical & Mechanical breakdown of (whichever is higher) of each and every claim in Electronic Equipment due to unforeseen and respect of damage to personal computers and the first 10% of the claim amount or Rs.1000/sudden physical damage by any cause not hereinafter excluded whilst in the premises which ever is higher in respect of each and every necessitating its immediate repair or claim in case of other electronic equipments. replacement. 2. Damage due to faults/defects existing at the commencement of this insurance and known to You, whether such faults/defects were known to Us or not and any willful act or negligence of



You or Your employees

- Damage due to continuous influence of operation (e.g. wear and tear, cavitation, erosion, corrosion, incrustation) gradual deterioration and climatic condition.
- Any cost incurred in connection with elimination of functional failures unless such failures were caused by Damage covered under this Section of the Policy.
- Damage for which the manufacturer or supplier is responsible either by law or under contract or any amount recoverable under the terms of Maintenance Agreement.
- 5. Cost of transporting the electronic equipment to and from the place of repair.
- 6. Damage to consumable items (e.g. bulbs, valves, tubes, ribbons, fuses, seals, belts, wires, chains, exchangeable tools, objects made of glass, porcelain or ceramics and operating media as well as aesthetic defects like scratches etc. unless such parts are affected by an indemnifiable Damage to the insured Item itself).
  - Damage to external antenna, dishes, masts and fittings by theft.
- 7. Damage arising through fitting, adjustment, repair or dismantling of any part of said equipment/installation other than by an authorised representative of an Electronic Equipment manufacturer, dealer or that of a reputed repairer.
- 8. Any cost required for alteration, improvement or overhaul or for making drawings, patterns and core boxes.
- 9. Loss or damage to electronic equipment older than 10 years from the date of manufacture.
- 10. Loss or damage to mobile phones or other similar communication devices
- 11. False programming, punching, labeling or inserting or the inadvertent canceling of



	information or data contained in External Data	
	Media.	

#### SPECIAL PROVISIONS APPLICABLE TO SECTION 6

#### 1. SUM INSURED

The Sum Insured shall be equal to cost of replacement of Electronic Equipment as new of same kind, type and capacity including freight, dues and custom duties and also cost of dismantling and re-erection. The value of system software also must form part of the sum insured.

# 2. CLAIM SETTLEMENT

The basis of claim settlement can be on either Repair basis or on a Total Loss basis. The total loss basis is adopted if the cost of repair exceeds or equals the Market Value of the Equipment immediately before the Damage.

In case of settlement on repair basis No deduction will be made for depreciation in respect of parts replaced except those with limited life.

For Total Loss Basis settlement Market Value of item will be calculated by deducting proper depreciation from the Replacement Value of item as new of same kind, type and capacity. If the damaged items become obsolete, then all cost necessary to replace the damaged item with a follow up model will be allowed less deduction for any betterment

The Sum Insured under the Policy if found to be less than the amount required to be insured as described under "Sum Insured' above, then We will pay only in such proportion as the Sum Insured bears to the amount required to be insured. Each and every item shall be subject to this condition separately.

#### **SECTION 7: PERSONAL ACCIDENT**

# **Definitions:**

- 1. **Bodily Injury**: It means accidental physical bodily injury solely and directly caused by external, violent visible cause.
- 2. Permanent Total Disablement: The bodily injury that totally, irrevocably and absolutely prevents you from engaging in any kind of occupation.
- **3.Temporary Total Disablement:** The bodily injury that prevents you from engaging in your occupation for a period not exceeding 104 weeks since the date of injury to the time you are fit enough to resume your occupation as certified by Medical Professional



- **4. Permanent Partial Disability**: The bodily injury that results in total, irrevocable, absolute and continuous loss of or impairment of a body part or sensory organ specified under the Table of Benefits.
- **5. Accidental Death:** Accidental death means death resulting from Bodily Injury solely and independently of any other cause except illness directly resulting from, or medical or surgical treatment rendered necessary for such injury, occasions the death of the insured person within 12 months from the date of accident.

#### WHAT WE COVER

Accidental bodily injury directly resulting in the death or disablement to insured person as per the Table of Benefits. is it any where in the world? If yes, then appropriate clause to be inserted that the claims shall be settled in India in Indian rupee

The scope of coverage shall depend on the benefit selected by you and as described in the Schedule

- A) Basic Cover—Death only
- B) Wider Cover--- Death + Permanent Total Disability + Permanent Partial Disability
- C) Comprehensive Cover---- Death + Permanent Total Disability + Permanent Partial Disability + Temporary Total Disability

We shall pay to the insured person or his/her legal personal representative / assignee, the compensation set forth in Table of Benefits (as percentage of Capital Sum Insured)

### WHAT WE EXCLUDE

- 1. Natural Death
- Compensation under more than one of the benefits mentioned in Table of Benefits in respect of same period of disablement.
- 3. Any other payment after a claim under one of the benefits 1,2, 3 and 4 in Table of benefits has been admitted and becomes payable.
- Any payment in case of more than one claim under this policy during any one period of Insurance by which our liability in that period would exceed CSI
- Payment of compensation in respect of death or injury as a consequence of/resulting from
  - a) Committing or attempting suicide, intentional self-injury.
  - b) Whilst under influence of intoxicating liquor or drugs.
  - c) Drug addiction or alcoholism.
  - d) Whilst engaged in any adventurous sports and/or hazardous activities.
  - e) Committing any breach of law with criminal intent.
  - f) War, Civil War, invasion, act of foreign enemies, revolution, insurrection, mutiny, military or usurped power, seizure, capture, arrest, restraint, or detainment, confiscation, or nationalisation or requisition by or under the order of any government or public authority.
- Consequential loss of any kind and/or any legal liability



TABLE OF BENEFITS  1. Accidental Death  2. Permanent Total Disability: a) Loss of sight (both eyes) b) Loss of two limbs c) Loss of one limb and one eye d) Permanent Total and absolute disablement as certified by Medical Practioner.  3. Permanent Partial Disability  a) Loss of sight of one eye b) Loss of one limb c) Loss of toes-all d) Great-both phalanges e) Great-one phalanx f) Other than great, if more than one toe lost each g) Loss of hearing – both ears h) Loss of speech j) Loss of four fingers and thumb of one hand k) Loss of thumb-both phalanges g) Loss of thumb-bone phalanx h) Loss of thumb-one phalanx 10  h) Loss of index finger i)Three phalanges iii)One phalanx 4  illoss of middle finger			<ul><li>7.</li><li>8.</li><li>9.</li><li>10.</li><li>11.</li></ul>	Pregnancy including child birth, miscarriage, abortion or complication arising there from.  Participation in any naval, military or air force operations.  Curative treatments or interventions???  Venereal or sexually transmitted diseases.  HIV and or related illness
2. Permanent Total Disability: a) Loss of sight (both eyes) b) Loss of two limbs c) Loss of one limb and one eye d) Permanent Total and absolute disablement as certified by Medical Practioner.  3. Permanent Partial Disability  a) Loss of sight of one eye 50 b) Loss of one limb 50 c) Loss of toes-all 20 d) Great-both phalanges e) Great-one phalanx 2 f) Other than great, if more than one toe lost each g) Loss of hearing – both ears h) Loss of hearing – one ear i) Loss of speech j) Loss of four fingers and thumb of one hand k) Loss of thumb-both phalanges g) Loss of thumb-both phalanges g) Loss of thumb-one phalanx 10  h) Loss of index finger i)Three phalanges ii)Two phalanges 8 iii)One phalanx 4				ENTAGE OF CAPITAL SUM INSURED
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ii) Two phalanges	4
iii) One phalanx	2
j) Loss of ring finger	
i)Three phalanges	5
	4
ii)Two phalanges	2
iii)One phalanx	2
k) Loss of little finger	
i)Three phalanges	4
ii)Two phalanges	3
iii)One phalanx	2
·	
l) Loss of Metacarpals	
i) First or second (additional)	3
ii)Third, fourth or fifth (additional)	2
m) Any other permanent partial disabl	ement % as assessed by Medical Practioner
appointed by us	•
4. Temporary Total disablement benefit at the	1% of C.S.I or Rs5000 whichever is lower for
rate per week	104 weeks max, for the earning member. For
	nonworking spouse this is restricted to
	Rs.1000/- per week and for children this
	extension is not available.
	extension is not available.
EXTRA Benefits Under The Policy In Addition To	Capital Sum Insured INCASE THE LIABILITY FOR
ACCIDENTAL CLAIM IS ADMITTED	•
A. Transportation cost for carriage of	1% of Capital Sum Insured Or 2,500/- (Two
dead body to Home including funeral	•
,	mousula live hondrea) whichever is lower.
charges.	Actual expenses subject to requirement De
B. Cost of Clothing damaged in the Accident	Actual expenses subject to maximum of Rs
as described above and liability is	1000/
admitted by US.	
C. Ambulance charges for transportation of	-
Insured person to Hospital following	1000/
Accident	



D.	Education Fund	
	In the event of death, permanent total	5% (Five percent) of C.S.I Subject to a
	disablement i.e. 1 & 2 of Table of Benefit	maximum of Rs. 15000/- is it perchild or for all
	of the proposer that is the first Insured	children together?
	Person, We will approve compensation	
	towards Education Fund for dependent	
	children as below??? where are dependant	
	children mentioned/defined?	
E.	Loss of Employment	2% of CSI subject to a maximum of Rs
	In the event of accident leading to loss of	25000/-
	employment as a consequence of	
	Permanent Total Disability as per the table	
	of benefits.	

**Add- on Covers:** (applicable only to Comprehensive Policy and on receipt of additional premium specifically shown under the Schedule)

- A) Medical Expenses Extension: In consideration of payment of additional premium as shown in the Schedule, the Policy is extended to cover the medical expenses reasonably and necessarily incurred by you towards medical expenses as a result of an accident resulting in the bodily injury, death or disablement. The compensation under this extension is restricted to 40% of Personal Accident Claim or actual medical expenses whichever is less.
- **B)** Hospital Confinement Allowance: In consideration of payment of additional premium as shown in the Schedule, we undertake to pay a daily allowance of Rs 500/- per day to a maximum of 30 days if you or any of the insured person (s) is hospitalised as a result of an accident resulting in the bodily injury, death or disablement.

**SECTION 8: BAGGAGE INSURANCE** 

WHAT WE COVER	WHAT WE EXCLUDE
damage caused to personal baggage whilst being carried by You and/or Your family members anywhere in the world.	The first Rs 500/- for each loss or damage.  Loss or damage due to cracking, scratching and/or breaking of lens or glass whether part of China clay, Marble or other articles of a brittle or fragile nature unless such loss or damage arises from an accident to a vessel, train, motor vehicle? or other mechanised vessel by which such baggage is conveyed.  Loss or damage by or any process of cleaning ,dyeing ,repairing or restoring to which the baggage is subjected.  Loss or damage caused by moth,mildew or



vermin.

- 5. Damage due to faults/defects existing at the commencement of this insurance and known to You, whether such faults/defects were known to Us or not and any willful act or negligence of You or Your employees
- 6. Loss or damage caused by mechanical derangement or over winding watches and clock.
- 7. Theft of unattended baggage or mysterious disappearance unless it is stolen from securely locked vehicle.
- 8. Loss or damage whilst being conveyed by any carrier under contract of affreightment.
- 9. Loss or damage to jewellery and valuables.
- 10. Loss, destruction or damage caused by or arising from the leakage, spilling or exploding of liquid ,oils or materials of like nature or articles of dangerous and damaging nature.
- 11. Any tour or travel within the municipal limits of the village, town or city where you permanently reside.
- 12. Damage to money, securities, manuscripts, deeds, bonds, bills of exchange, promissory notes, stocks or share certificates, stamps and travelers cheques and the like
- 13. Loss directly or indirectly occasioned by or happening through or in consequence of war, Invasion act of foreign enemy, hostilities (whether war be declared or not), Civil war, rebellion, revolution, insurrection, Military or usurped power, Confiscation, nationalisation, or any such action
- 14. Loss or damage due to any action from Public Authority.
- 15. Consequential loss of any nature

## **Basis Of Settlement:**

1. In respect of partial losses where an insured article can reasonably be repaired or reinstated at a cost less than the replacement cost, we will indemnify You up to the Sum Insured in respect of the



expenses necessarily and reasonably incurred to restore such item to its state immediately prior to the happening of the insured event.

2. In the case of a Total Loss, We shall indemnify You in respect of the restoration or replacement cost up to the Sum Insured., subject to the following:

# a) Single article limit

Unless specifically and separately stated, our liability in respect of each article or pairs of articles shall not exceed 10% of the total sum insured under this policy.

- b) In the event of loss or damage to any article forming part of a pair or set, WE shall not be liable for more than the value of the particular part or parts which may be lost or damaged without references to any special value which such part or parts may have as forming a pair or set but in any event not exceeding a proportionate part of the sum insured in respect of the pair or set.
- 3. The claim shall be settled in India in Indian rupee

# To be inserted at relevant place

#### **SECTION 9: WORKMEN'S COMPENSATION**

WHAT WE COVER	WHAT WE EXCLUDE
Legal compensation incurred by you under the Fatal Accident Act 1855, Workmen's Compensation Act 1923 or any amendment thereto or under Common Law in respect of accidental death, bodily injury, illness or disease to a domestic help under your direct employment while working at the premises insured under the policy during the Policy Period	<ol> <li>Any interest and/or penalty imposed on account of failure to comply with requirements laid down under Workmen's Compensation Act 1923 and subsequent amendments of the said Act.</li> <li>Liabilities to employees of your contractors or sub-contractors</li> <li>Any liability by virtue of an agreement. Which would not have been attached in the absence of such agreement.</li> <li>Any sum which you would have been entitled to recover from any party but for an agreement between you and such party</li> </ol>

### **SECTION 10: PUBLIC LIABILITY**

#### **Definitions:**



# 1. Damages:

Damages means monetary sum payable pursuant to judgments or awards and/or settlements negotiated by or on behalf of you, but shall not include fines, penalties, punitive damages or any other amount for which you are not financially liable, or which is without legal recourse to you or any matter that may be or be deemed to be uninsurable under the Indian law.

#### 2. Defense Costs:

Defense Costs means the expenses incurred by you or on your behalf in the investigation or settlement or defense of a claim and shall include legal costs and disbursements.

# 3. Limit of liability:

Limit of Liability means the amount stated in the schedule which shall be our maximum liability under this section (inclusive of Damages and/or Defence Costs, and regardless of the number of claimants or the total number or amount of Claims made against you) for any one Claim and in the aggregate for all Claims made during the Policy Period.

WHAT WE COVER	
	WHAT WE EXCLUDE
Damages including the Defence costs incurred	1. Any liability arising out of a contractual
by you against	obligation.
(a) Third Part Property Damage	2. Any accident arising out of wilful or
(b) Third Party injury/death	intentional non-compliance of any statutory
Caused due to any negligence of yours or your	regulations.
family solely at the premises named in the policy	3. Any bodily injury of any person under a
if notified during the policy period.	contract of employment with you, your
	contractors or sub-contractors arose out of
	and in the course of employment
	4. Consequential loss of any kind
	5. Libel, slander, false arrest, wrongful eviction,
	wrongful detention, defamation including
	mental injury, shock resulting there from.
	6. Liability arising out of Vehicles covered under
	Indian Motor Vehicle Act.
	7. Damage to property belonging to third
	parties that is rented, leased or under hire –
	purchase agreement or on loan to you
	8. Damage to property belonging to third party
	handled by you by way of your trade or
	worked upon by or in your care, custody or
	control.



9.	Pol	lution	of	any	kind.	

- Any Liability under the Public Liability Insurance Act which attaches liability on a no fault basis.
- 11. Product Liability
- Any claim directly or indirectly connected to earthquake, typhoon, cyclone, flood or other convulsions of nature or atmospheric disturbances

#### **SPECIAL PROVISION APPLICABLE TO SECTION 10:**

You shall not admit liability for or settle or compromise or make or promise any payment in respect of any claim which may be the subject of an indemnity under the policy or incur any costs or expenses in connection therewith without the prior written consent from us.

We shall be entitled (but in no case obliged) to take over and conduct the investigation, defense and /or settlement of any claim. For this purpose you shall give all the information, documentation, records and other assistance to our representatives. Having taken over the defense of any claim, we may in our sole and absolute discretion relinquish the same.

#### GENERAL CONDITIONS APPLICABLE TO THE POLICY

### 1. Notice:

Every notice and communication to us required by or in respect of this policy shall be in writing.

#### 2. Reasonable care:

You must take all reasonable steps to protect the property insured, prevent damage or accidents and maintain the property insured in a sound condition.

### 3. Mis-description:

This Policy shall be void and premium paid shall be forfeited in the event of mis-representation, mis-description or non-disclosure of any materials facts by you or your representative.

# 4. Alteration of Risk:

The cover afforded under this policy shall be suspended and no payment shall be made hereunder if:

- (a) You carry on any business at the insured premises other than the business stated in the proposal
- (b) There is any material changes in the facts and matters stated in the proposal
- (c)The ownership of the building, stocks/contents/any other insured property passes from the you to any other person or entity otherwise than by the operation of the law of succession as applicable.



### 5 A) Claims Procedure:

- A) In the event of any circumstances likely to give rise to a claim you must:
- (a) Intimate us as soon as reasonably possible, but in any event within 15 days of the date the incident.

However in respect of loss or damage under Section 2 (Burglary and Robbery) and Section 3 (Money), the loss must be reported within 24 hours of the happening of any insured event.

- (b) Lodge complaint with the local police immediately in case of fire, theft, burglary, riot strike, malicious damage or any other criminal act.
- (c) Take all reasonable steps to recover any property which has been lost and protect /safe guard damaged property from further loss or damage.
- (d) Provide without expense to us, all proofs, certificates, evidence, assistance or information which we may reasonably require
- B) The documents normally required to be submitted in the event of a claim are:
  - a. Duly completed Claim form
  - b. Copy of FIR
  - c. Estimate of loss / repairs
  - d. Invoice/Bills/Receipts
  - e. FR
  - f. Any other details/documents called for a specific loss

### C) RIGHTS AND RESPONSIBILITIES:

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

The powers conferred by this condition shall be exercisable by the Company at any time until notice in writing is given by the insured that he makes no claim under the policy, or if any claim is made, until such claim is finally determined or withdrawn, and the Company shall not by any act done in the



exercise or purported exercise of its powers hereunder, incur any liability to the Insured or diminish its rights to rely upon any of the conditions of this policy in answer to any claim.

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

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

## **5 B) BASIS OF CLAIMS SETTLEMENT:**

Unless otherwise specifically stated under the respective section, the basis of settlement shall be as under:

Where a damaged item can be repaired or reinstated at a cost less than the replacement cost then we will indemnify you in respect of expenses necessarily incurred to restore the affected item to its state immediately prior to the happening of the insured event.

In case of a total loss, we will pay you in respect of restoration or replacement costs should it not be market value, it appears to be replacement by new??. We shall not be bound to reinstate or restore exactly or completely but only as permitted by the circumstances and in a reasonably sufficient manner and to the state that existed immediately prior to the happening of the insured even.

Unless otherwise expressly stated in particular section, if the value of the insured property shall at the time of any insured event be collectively of greater value than the sum insured thereon then you shall be considered as your own insurer of the difference and shall bear a rateable proportion of the loss or damage. Each item if more than one shall be separately subject to this condition

#### 6. Cancellation

We may cancel this Policy by sending 15 days notice in writing by recorded delivery to You at Your last known address. You will then be entitled to a pro-rata refund of premium for the un-expired period of this Policy from the date of cancellation, which We are liable to pay on demand.

You may cancel this Policy by sending a written notice to Us. Retention premium for the period we were on risk will be calculated based on following short period table and the balance will be refunded to you subject to the condition that no claim has been preferred on us:

Upto 1 month 25% of annual premium

Above 1 month and upto 3 months 50% of annual premium



Above 3 months and upto 6 months 75% of annual premium

Above 6 months 100% of annual premium

### 7. Fraud

If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof or if any fraudulent means or devices are used by you or anyone acting on your behalf to obtain any benefits under the policy or if loss or damage be occasioned by the willful act or with your connivance, all benefits under this policy shall be forfeited.

# 8. Contribution:

If at the time of any loss or damage happening to any property hereby insured there be any other subsisting insurance or insurances, whether effected by you or by any other person on your behalf covering the same property We shall not be liable to pay or contribute more than its rateable proportion of such loss.

# 9. Subrogation:

You shall at our expense do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by us for the purpose of enforcing any rights and remedies or obtaining relief or indemnify from the other parties to which we shall be or would become entitled or subrogated upon our paying or making good any loss or damage under this Policy whether such acts and things shall be or become necessary or required before or after we indemnify your loss or damage

#### 10. Arbitration:

Should any dispute arise between Us and You on the quantum of amount payable, liability being otherwise admitted by us, such dispute will be referred to Arbitration proceedings in accordance with Arbitration Act of 1996 as amended from time to time. Further the making of an award by Arbitrator(s) shall be a condition precedent to any right of action or suit by You against Us.

# 11. Disclaimer Clause:

If We shall disclaim Our liability in any claim, and such claim shall not have been made the subject matter of a suit in a court of law within 12 months from the date of disclaimer, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable under this Policy.

# 12. Geographical Limits:

The Geographical Limit of this Policy and jurisdiction shall be India. All claims under this policy shall be settled in Indian Rupees only.



#### 13. Notices and Claims

- 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.

# **GENERAL EXCLUSIONS APPLICABLE TO THE POLICY**

# 1) Radioactive contamination:

Any loss, damage or legal liability directly or indirectly caused by:

- (a) ionising radiation or radioactive contamination from nuclear fuel or nuclear waste arising from burning nuclear fuel; or
- (b) the radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment.

# 2) War Risks:

Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributing cause or event. War, invasion, act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power.

# 3) Sonic bangs:

Any loss, damage or legal liability directly or indirectly caused by pressure waves caused by aircraft and other flying objects traveling at or above the speed of sound.

# 4) Pollution and/or Contamination:

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 results from pollution or contamination

# 5) Gradually occurring losses:



Loss or damage by wear and tear, depreciation, insects, vermins, moth, fungus, corrosion, rust, atmospheric or climatic conditions ingress of water, gradually operating cause, process of cleaning, dyeing, repair, alteration or restoration.

### 6) Wilful Act:

Loss or damage caused by or arising out of wilful act of the insured or any person acting on his/her behalf including circumstance, fact or matter you are or ought to be reasonably aware prior to the commencement of this contract.

# 7) Accidental External means:

Loss or damage caused by arising out of accidental external means other than due to those perils covered.

# 8) Consequential Losses

Loss by delay, loss of market, loss of goodwill and / or any other consequential or indirect loss or damage not covered under Section 11 where is section 11?.

## 9) Public Authority

- Loss, destruction or damage caused to the property insured by burning by order of any Public Authority
- Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority

# 10) Liability

- Liability more specifically insured elsewhere
- Liability arising out of Asbestosis or any matter related to or arising out of the sale, manufacture, production, distribution or the like of asbestos.

#### **Grievances**

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

Website: www.universalsompo.com

**Toll free:** 1 - 800 - 224030 (For MTNL/BSNL Users) or 1 - 800 - 2004030

E-mail: <u>contactus@universalsompo.com</u>

Courier: Universal Sompo General Insurance Co. Ltd, Unit No- 601 & 602 A Wing, 6th Floor,

Reliable Tech Park, Cloud City Campus; Thane- Belapur Road, Airoli- 400708

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 <u>grievance@universalsompo.com</u>



For updated details of grievance officer, kindly refer the link www.universalsompo.com

Grievance may also be lodged at IRDAI Integrated Grievance Management System - <a href="https://igms.irda.gov.in/">https://igms.irda.gov.in/</a>

### 1. 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 email to <a href="mailto:complaints@irdai.gov.in.">complaints@irdai.gov.in.</a> You can also make use of IRDAI's online portal Integrated Grievance Management System (IGMS) by registering Your complaint at <a href="mailto:igms.irda.gov.in.">igms.irda.gov.in.</a>
- by clicking here. You must fill and send the 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 <a href="http://www.policyholder.gov.in">http://www.policyholder.gov.in</a> for more details.

#### 2. Insurance Ombudsman

You can approach the Insurance Ombudsman, depending on the nature of Your grievance and the financial implications, 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, or of the General Insurance Council at www.generalinsurancecouncil.org.in, the Consumer Education Website of the IRDAI at <a href="http://www.policyholder.gov.in">http://www.policyholder.gov.in</a>, or from any of Our Offices.

IRDAI Integrated Grievance Management System - https://igms.irda.gov.in/

The contact details of the Insurance Ombudsman offices are as below-

Office Details	Jurisdiction of Office Union Territory, District)
AHMEDABAD - Shri Kuldip Singh	Gujarat,
Office of the Insurance Ombudsman,	Dadra & Nagar Haveli,
Jeevan Prakash Building, 6th floor,	Daman and Diu.
Tilak Marg, Relief Road,	
Ahmedabad – 380 001.	
Tel.: 079 - 25501201/02/05/06	
Email: bimalokpal.ahmedabad@cioins.co.in	
BENGALURU -	Vamatalya
Office of the Insurance Ombudsman,	Karnataka.

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Jeevan Soudha Building,PID No. 57-27-N-19	
Ground Floor, 19/19, 24th Main Road,	
JP Nagar, Ist Phase,	
Bengaluru – 560 078.	
Tel.: 080 - 26652048 / 26652049	
Email: bimalokpal.bengaluru@cioins.co.in	
BHOPAL -	Madhya Pradesh
Office of the Insurance Ombudsman,	Chattisgarh.
Janak Vihar Complex, 2nd Floor,	
6, Malviya Nagar, Opp. Airtel Office,	
Near New Market,	
Bhopal – 462 003.	
Tel.: 0755 - 2769201 / 2769202	
Fax: 0755 - 2769203	
Email: bimalokpal.bhopal@cioins.co.in	
BHUBANESHWAR - Shri Suresh Chandra	
Panda	
Office of the Insurance Ombudsman,	
62, Forest park,	
Bhubneshwar – 751 009.	Orissa.
Tel.: 0674 - 2596461 /2596455	
Fax: 0674 - 2596429	
Email: bimalokpal.bhubaneswar@cioins.co.in	
CHANDIGARH -	Punjab,
Office of the Insurance Ombudsman,	Haryana(excluding
	Gurugram, Faridabad,
	Sonepat and Bahadurgarh)
S.C.O. No. 101, 102 & 103, 2nd Floor,	Himachal Pradesh, Union
	Territories of Jammu &
D . D . II	Kashmir,
Batra Building, Sector 17 – D,	Ladakh & Chandigarh.
Chandigarh – 160 017.	
Tel.: 0172 - 2706196 / 2706468	
Fax: 0172 - 2708274	
Email: bimalokpal.chandigarh@cioins.co.in	m
CHENNAI -	Tamil Nadu,
Office of the Insurance Ombudsman,	Tamil Nadu
Fatima Akhtar Court, 4th Floor, 453,	PuducherryTown and
Anna Salai, Teynampet,	Karaikal (which are part of
CHENNAI – 600 018.	Puducherry).
Tel.: 044 - 24333668 / 24335284	
151 044 - 24333000 / 24333204	

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Fax: 044 - 24333664	
Email: bimalokpal.chennai@cioins.co.in	
DELHI - Shri Sudhir Krishna	Delhi &
Office of the Insurance Ombudsman,	
2/2 A, Universal Insurance Building,	Following Districts of
Asaf Ali Road,	Haryana - Gurugram,
New Delhi – 110 002.	Faridabad, Sonepat &
Tel.: 011 - 23232481/23213504	Bahadurgarh.
Email: bimalokpal.delhi@cioins.co.in	
GUWAHATI -	Assam,
Office of the Insurance Ombudsman,	Meghalaya,
Jeevan Nivesh, 5th Floor,	Manipur,
Nr. Panbazar over bridge, S.S. Road,	Mizoram,
Guwahati – 781001(ASSAM).	Arunachal Pradesh,
Tel.: 0361 - 2632204 / 2602205	Nagaland and Tripura.
Email: bimalokpal.guwahati@cioins.co.in	
HYDERABAD -	Andhra Pradesh,
Office of the Insurance Ombudsman,	Telangana,
6-2-46, 1st floor, "Moin Court",	Yanam and
Lane Opp. Saleem Function Palace,	part of Union Territory of
	Puducherry.
A. C. Guards, Lakdi-Ka-Pool,	
Hyderabad - 500 004.	
Tel.: 040 - 23312122	
Fax: 040 - 23376599	
Email: bimalokpal.hyderabad@cioins.co.in	
JAIPUR -	
Office of the Insurance Ombudsman,	
Jeevan Nidhi – II Bldg., Gr. Floor,	
Bhawani Singh Marg,	D : 4
Jaipur - 302 005.	Rajasthan.
Tel.: 0141 - 2740363	
Email: bimalokpal.jaipur@cioins.co.in	
ERNAKULAM - Ms. Poonam Bodra	Kerala,
Office of the Insurance Ombudsman,	Lakshadweep,
2nd Floor, Pulinat Bldg.,	Mahe-a part of Union
	Territory of Puducherry.
Opp. Cochin Shipyard, M. G. Road,	
Ernakulam - 682 015.	
Tel.: 0484 - 2358759 / 2359338	
Fax: 0484 - 2359336	

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Email: bimalokpal.ernakulam@cioins.co.in	
KOLKATA - Shri P. K. Rath Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor,  4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340	West Bengal, Sikkim, Andaman & Nicobar Islands.
Fax: 033 - 22124341 Email: bimalokpal.kolkata@cioins.co.in	
LUCKNOW -Shri Justice Anil Kumar Srivastava Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II,	Districts of Uttar Pradesh:  Lalitpur, Jhansi, Mahoba,  Hamirpur, Banda,
Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@cioins.co.in	Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, 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.
MUMBAI - Office of the Insurance Ombudsman,	Goa, Mumbai Metropolitan
3rd Floor, Jeevan Seva Annexe,	Region excluding Navi Mumbai & Thane.
S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 69038821/23/24/25/26/27/28/28/29/30/31 Fax: 022 - 26106052 Email: bimalokpal.mumbai@cioins.co.in	
NOIDA - Shri Chandra Shekhar Prasad	State of Uttaranchal and the following Districts of Uttar Pradesh:

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Office of the Insurance Ombudsman. Agra, Aligarh, Bagpat, Bhagwan Sahai Palace Bareilly, Bijnor, Budaun, 4th Floor, Main Road, Bulandshehar, Etah, Naya Bans, Sector 15, Kanooj, Mainpuri, Distt: Gautam Buddh Nagar, Mathura, Meerut, U.P-201301. Moradabad, Muzaffarnagar, Tel.: 0120-2514252 / 2514253 Oraiyya, Pilibhit, Etawah, Email: bimalokpal.noida@cioins.co.in Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur. PATNA - Shri N. K. Singh Bihar. Office of the Insurance Ombudsman, Jharkhand. 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in **PUNE - Shri Vinay Sah** Maharashtra, Office of the Insurance Ombudsman, Area of Navi Mumbai and Thane Jeevan Darshan Bldg., 3rd Floor, excluding Mumbai Metropolitan Region. C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@cioins.co.in

# Clause K. Information about Us

# **Universal Sompo General Insurance Company Limited**

- Address Web: www.universalsompo.com.
- E-mail: contactus@universalsompo.com
- Customer Service:
  - Toll Free Numbers: 1 800 224030 (For MTNL/BSNL Users) or 1 800 2004030