

# **HOME SHIELD POLICY**

## **IMPORTANT**

This is Your HOME SHIELD Policy Wording. Please read your Policy carefully and if after reading it You have any questions, please contact us. Please check your Policy Schedule to ensure that the details we hold are correct. This Policy is an evidence of the contract between You and Royal Sundaram Alliance Insurance Company Limited.

The information given to us in the proposal form and declaration signed by You forms the basis of this Contract.

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

Provided You pay the premium and We agree to accept it, We will provide the insurance described in the Policy.

The terms, conditions, exclusions and limitations that appear in the Policy or in any Endorsement are part of the contract and must be complied with. Failure to comply may result in a claim being denied.

## **DEFINITIONS**

### **Insured/You/Your**

The person named as Insured in the Policy Schedule.

### **Insurer/Company/We/Us/Our**

Royal Sundaram Alliance Insurance Company Limited.

### **Endorsement**

Written evidence of an agreed change to Your Policy.

### **Period of insurance**

The period shown in the Policy Schedule and any further period for which You have paid and WE have accepted Your premium.

### **'Kutchra' construction**

Building(s) having walls and/or roofs of wooden planks/thatched leaves and/or grass/hay of any kind/bamboo/plastic cloth/asphalt cloth/canvas/tarpaulin and the like shall be treated as 'Kutchra' construction.

### **Fixed Plate Glass**

Plate glass, which is fixed in doors and window frames only.

### **Television Apparatus**

The term 'Television Apparatus' as used herein shall mean and include Television Set, the accessories forming part of the set and the Antenna (both external and internal).

### **Insured premises**

Insured premises shall mean 'Residential Address' as mentioned in the Policy Schedule.

## **SECTION I – FIRE AND ALLIED PERILS**

(Excluding Jewellery and Valuables)

The Company will indemnify the Insured in respect of loss or damage to the Buildings (other than 'Kutchra' construction) and/or contents whilst contained in the Insured premises by:

- 1) Fire
  - a) Excluding destruction or damage caused to the property insured by
    - i) Its own fermentation, natural heating or spontaneous combustion
    - ii) Its undergoing any heating or drying process
  - b) Burning of property insured by order of any public authority
- 2) Lightning
- 3) Explosion/Implosion
- 4) Aircraft Damage  
Loss, destruction or damage caused by aircraft, other aerial or space devices and articles dropped there from other than those caused by pressure waves.
- 5) Riot, Strike and Malicious Damage  
Loss of or visible physical damage or destruction by external violent means directly caused to the property insured but other than those caused by:
  - a) Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted authority,
  - b) Permanent or temporary dispossession of any building resulting from the unlawful occupation by any person or prevention of access to the same,

- c) Burglary, housebreaking, theft, larceny or any such attempt or any omission of any kind of any person (whether or no such act is committed in the course of the disturbance of public peace) in any malicious act. If the Company alleges that the loss/damage is not caused by any malicious act, the burden of proving the contrary shall be upon the Insured.
  
- 6) Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation
  
- 7) Impact Damage  
Loss of or visible physical damage or destruction caused to the property insured due to impact by any rail/road vehicle or animal by direct contact not belonging to or owned by
  - a) The Insured or any occupier of the premises or
  - b) Their employees while acting in the course of their employment.
  
- 8) Subsidence and Landslide including Rockslide  
Loss, destruction or damage directly caused b subsidence of part of the site on which the property stands or landslide/rockslide excluding
  - a) The normal cracking, settlement or bedding down of new structures
  - b) The settlement or movement of made up ground
  - c) Coastal or river erosion
  - d) Defective design or workmanship or use of defective materials
  - e) Demolition, construction, structural alterations or repair of any property or groundwork or excavations.
  
- 9) Bursting and/or overflowing of Water Tanks, Apparatus and Pipes
  
- 10) Missile Testing Operations
  
- 11) Bush Fire  
Other than loss, destruction or damage caused by forest fire.
  
- 12) Earthquake (Fire and Shock)  
Loss or damage to any of the property insured under this section occasioned by earthquake including Landslide/Rockslide resulting therefrom.

Provided that the liability of the Company shall in no case exceed in respect of each item, the Sum Insured expressed in the Policy Schedule thereon or in the whole the total Sum Insured hereby or such other sum or sums as may be substituted therefore by Memorandum hereon or attached hereto signed by on behalf of the Company.

## **SPECIAL EXCEPTIONS**

The Company shall not be liable in respect of:

- 1) Loss, destruction or damage to items kept in refrigeration unit caused by change of temperature.
- 2) Expenses necessarily incurred on
  - a) Architects, Surveyors and Consulting Engineer's Fees by the Insured following a loss, destruction or damage to the property insured by an insured peril in excess of 3% of claim amount and
  - b) Debris Removal by the Insured following a loss, destruction or damage to the property insured by an insured peril in excess of 1% of the claim amount.
- 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) 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 electrical and electronic items temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding 60 days.
- 5) Loss of or damage to articles of consumable nature.
- 6) Loss, destruction or damage to bullion or unset precious stones, any curios of works of art, manuscripts, plans, drawings, securities, obligations or documents of any kind, stamps, coin or paper money, cheques, books of accounts or other business books, computer records, explosives.
- 7) Loss or damage by burglary, housebreaking, theft, larceny or any such attempt or any omission of any kind by any person except as provided under Riot, Strike and Malicious damage cover.
- 8) Loss, destruction or damage caused to the property insured by pollution or contamination excluding
  - a) Pollution or contamination which itself results from a peril hereby insured against.
  - b) Any peril hereby insured against which itself results from pollution or contamination.

- 9) Loss, destruction or damage to any electrical and / or electronic machine, apparatus, fixture or fitting arising from or occasioned by over-running, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity from whatever cause (lightning included) provided that this exclusion shall apply only to the particular electrical machine apparatus, fixture or fitting so affected and not to other machines, apparatus, fixture or fittings which may be destroyed or damaged by fire so set up.
- 10) Loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or Government(s), committed for political, religious, ideological or similar purpose including the intention to influence any Government and/or to put the public, or any section of the public in fear.

This exclusion also excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to action taken in respect of any act of terrorism.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expenses is not covered by this insurance, the burden of proving the contrary shall be upon the Insured.

### **SPECIAL CONDITIONS**

- 1) No one article is deemed to be more than 5% of the Sum Insured under this section unless separately specified and value stated by the Insured.
- 2) All insurance under this section shall cease on expiry of seven days from the date of fall or displacement of any building or part thereof or of the whole or any part of any range of buildings or of any structure of which such building forms part. Provided such a fall or displacement is not caused by insured perils, loss or damage which is covered under this section or would be covered if such building, range of buildings or structure were insured under this section. Notwithstanding the above, the Company subject to a express notice being given as soon as possible but not later than seven days of any such fall or displacement may agree to continue the insurance subject to revised rates, terms and conditions as may be decided by it and confirmed in writing to this effect.

- 3) The insurance under this section shall cease to attach.
  - a) If the Insured premises shall have been left uninhabited for sixty or more consecutive days.
  - b) If the Insured shall cause or suffer any material alteration in the Insured premises or anything to be done whereby the risk is increased.
  - c) If the interest of the Insured in the property insured passes from the Insured otherwise than by will or operation of law unless, the consent of the Company to the continuance of the insurance is obtained and signified on the Policy.
  
- 4)
  - a) On the happening of any loss or damage the Insured shall forthwith give notice thereof to the Company and shall within 15 days after the loss or damage, or such further time as the Company may in writing allow on that behalf, deliver to the Company.
    - i) a claim in writing for the loss or damage containing as particular an account as may be reasonably practicable of all the several articles or items or property damaged or destroyed, and of the amount of the loss or damage thereto respectively, having regard to their value at the time of the loss or damage not including profit of any kind.
    - ii) particulars of all other insurances, if any.

The insured shall also at all times at his own expense produce, procure and give to the Company all such further particulars, plans, specification books, vouchers, invoices, duplicates or copies thereof, documents, investigation reports (internal/external), proofs and information with respect to the claim and the origin and cause of the loss and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of the liability of the Company as may be reasonably required by or on behalf of the Company together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith. No claim under this Policy shall be payable unless the terms of this condition have been complied with.
  - b) In no case whatsoever shall the Company be liable for any loss or damage after the expiry of 12 months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration; it being expressly agreed and declared that if the Company shall disclaim liability for any claim hereunder and such claim not within 12 calendar months from the date of the disclaimer have been made the subject matter of a suit in a court of law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

5) On the happening of loss or damage to any of the property insurer under this section, the Company may

- a) enter, 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 this section, 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 section 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 section shall be forfeited.

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

**6) Basis of Loss Settlement:**

- a) Reinstatement value insurance is applicable only to building, fixed plate glass, furniture, fixture, fittings, electrical and electronic items. It is hereby declared and agreed that in the event of the aforesaid property insured under this section being destroyed or damaged, the amount payable shall be cost of replacing or reinstating on the same site or any other site with property of the same kind or type but not superior to or more extensive than the property insured when new as on date of the loss, subject to the following Special Provisions and subject also to the terms and conditions of this section except in so far as the same may be varied hereby:

Special Provisions:

- i) The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable dispatch and in any case must be completed within 12 months after

the destruction or damage or within such further time as the Company may in writing allow, otherwise no payment beyond the amount which would have been payable under this section if this special condition had not been incorporated therein shall be made.

- ii) Until expenditure has been incurred by the Insured in replacing or reinstating the property destroyed or damaged, the Company shall not be liable for any payment in excess of the amount which would have been payable under this section if this special condition had not been incorporated therein.
- iii) If at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the property covered had been destroyed exceeds the Sum Insured thereon or at the commencement of any destruction or damage to such property by any of the perils insured against under this section, then the Insured shall be considered as being his own insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item under this section (if more than one) to which this special condition applies shall be separately subject to the foregoing provision.
- iv) This special condition shall be without force or effect if:
  - (1) the insured fails to intimate to the Company within 6 months from the date of destruction or damage or such further time as the Company may in writing allow his intention to replace or reinstate the property destroyed or damaged.
  - (2) the Insured is unable or unwilling to replace or reinstate the property destroyed or damaged on the same or another site.
- b) The Company may at its option, reinstate or replace the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or join with any other Company or Insurer(s) in so doing, the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage not more than the Sum Insured by the Company thereon. If the Company so elects to reinstate or replace any property the Insured shall at his own expense furnish the Company with such plans, specifications, measurements, quantities and such other particulars as the Company may require, and no acts done, or caused to be done, by the Company with a view to reinstatement or replacement shall be deemed an election by the Company to reinstate

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

Note (Applicable to 6 (a) and 6 (b) above): If the lost or damaged property is not reinstated, the loss will be settled on Market Value Basis after making allowance for description and or wear & tear.

## **SECTION II – BURGLARY AND HOUSEBREAKING INCLUDING LARCENY AND THEFT**

(Excluding Jewellery and Valuables)

The Company, will indemnify the Insured in respect of loss or damage to the contents whilst contained in the Insured premises by Burglary / Housebreaking including larceny and theft occurring at any time during the Period of insurance stated in the Policy Schedule. Provided always that the liability of the Company shall in no case exceed the Sum Insured stated against each item nor the total Sum Insured stated in the Policy Schedule.

### **SPECIAL EXCEPTIONS**

The Company shall not be liable in respect of:

- 1) Loss or damage by burglary and / or housebreaking or theft where any member of the Insured's family is involved as principal or an accomplice.
- 2) Loss of or damage to motor vehicles and pedal cycles.
- 3) Loss of or damage to gold or silver articles, watches, jewellery and valuables, unset precious stones, medals, coins, curios or works of art, sculptures, manuscripts, rare books, plans, moulds, designs, deeds, bonds, bills of exchange, treasury or promissory notes, cheques, paper money, securities, stamps, collections of stamps, business books or papers, computer records, shares and stock certificates.
- 4) Loss of or injury to any livestock, pets.
- 5) Loss or damage directly or indirectly, proximately or remotely occasioned by or which arises out of or in connection with riot, strike or malicious act, terrorism, earthquake, flood, storm, cyclone or other convulsions of nature or atmospheric disturbances.

- 6) Loss of money and / or other property abstracted from any safe following the use of the key to the said safe or any duplicate thereof belonging to the Insured, unless such key has been obtained by assault or violence or any threat thereof.
- 7) The insurance under this section shall cease to attach
  - a) If the Insured premises shall have been left uninhabited for sixty or more consecutive days.
  - b) If the Insured shall cause or suffer any material alteration in the Insured premises or anything to be done whereby the risk is increased.
  - c) If the interest of the Insured in the property insured passes from the Insured otherwise than by will or operation of law unless, the consent of the Company to the continuance of the insurance is obtained and signified on the Policy.
- 8) Loss or damage to property in any other location other than that in the Insured premises unless the same has been intimated to the Company and necessary endorsement has been passed on the Policy.

### **SPECIAL CONDITIONS**

- 1) No one article is deemed to be more than 5% of the Sum Insured under this section unless separately specified and value stated by the Insured.
- 2) **Basis of Loss Settlement:**

Reinstatement value insurance is applicable only to furniture, fixture, fittings, electrical and electronic items only.

  - a) Where the 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. If the cost of repairs exceeds the actual value of the insured item immediately before the occurrence of the damage, the settlement shall be made on total loss basis by replacing the lost or damaged item of the same kind or type but not superior to or more extensive than the property insured when new as on date of the loss.
  - b) If the Sum Insured is less than the amount required to be insured, the Company will pay only in such proportion as the Sum Insured bears to the amount required to be insured. Every item if more than one shall be subject to this condition separately.

- c) The Company will make payments only after being satisfied with the necessary bills and documents, that the repairs have been effected or replacements have taken place, as the case may be. In case of total loss when the Insured is unable to replace the damaged items, claims will be settled on Market Value Basis after making allowance for depreciation and/or wear and tear.

### **SECTION III – ALL RISKS (JEWELLERY AND VALUABLES)**

The Company will indemnify the Insured in respect of loss or damage to jewellery and valuables caused by accidents or misfortunes whilst anywhere in the world. Provided that the liability of the Company in respect of any one item in any one Period of insurance shall not exceed the Sum Insured set against such item in the Policy Schedule hereto provided further that where any item can be repaired the Company will pay expenses necessarily incurred to restore the damaged item to its former state of serviceability not exceeding the Sum Insured in respect of such item.

Provided always that the liability of the Company shall in no case exceed the Sum Insured stated against each item nor the total Sum Insured stated in the Policy Schedule.

### **SPECIAL EXCEPTIONS**

The Company shall not be liable in respect of:

- 1) Loss or damage caused by any process of cleaning, restoring, repairing or renovation, deterioration arising from wear and tear, moth, vermin, rodents, pets, animals, pests, insects or mildew or any other gradually operating cause.
- 2) Loss or damage due to breakage, cracking or scratching of crockery, glass, cameras, binoculars, lenses, sculptures, curios, pictures, musical instruments, sports gear or similar articles of brittle or fragile nature, unless caused by fire or accident to the means of conveyance.
- 3) Loss or damage caused by mechanical or electrical derangement or breakdown of any article unless caused by accidental external means.
- 4) Loss or damage caused by over winding, denting or internal damage of watches and clocks.
- 5) Loss of or damage to money, securities, manuscripts, deeds, bonds, bills of exchange, promissory notes, stock or share certificates, stamps and travel tickets or travelers' cheques, business books or documents.

- 6) Theft from any unattended vehicle unless all windows are securely closed and all doors, boot and openings are securely locked.
- 7) Any loss or damage arising through delay, detention or confiscation by customs or other authorities.
- 8) Loss or damage due to or contributed to by the Insured having caused or suffered anything to be done whereby the risks hereby insured against were unnecessarily increased.
- 9) Loss or damage due to misplacement.
- 10) Loss or damage due to terrorism.
- 11) Loss or damage whilst being conveyed by any carrier under contract of affreightment.
- 12) The insurance under this section shall cease to attach
  - a) If the Insured premises shall have been left uninhabited for sixty or more consecutive days.
  - b) If the Insured shall cause or suffer any material alteration in the Insured premises or anything to be done whereby the risk is increased.
  - c) If the interest of the Insured in the property insured passes from the Insured otherwise than by will or operation of law unless, the consent of the Company to the continuance of the insurance is obtained and signified on the Policy.

### **SPECIAL CONDITIONS**

- 1) No one article or pair of articles is deemed to be more than 5% of the Sum Insured under this section unless separately specified and value stated.
- 2) Where any item insured hereunder consists of articles in pair or set the Company's liability in respect thereof shall not exceed the value of any particular part or parts which may be lost or damaged without reference to any special value which such articles may have as part of such pair or set not more than the proportionate part of the insured value of the pair or set.

### 3) **Basis of Loss Settlement.**

- a) Where the 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. If the cost of repairs exceeds the actual value of the insured item immediately before the occurrence of the damage, the settlement shall be made on total loss basis by replacing the lost or damaged item of the same kind or type but not superior to or more extensive than the property insured when new as on date of the loss.
- b) If the Sum Insured is less than the amount required to be insured, the Company will pay only in such proportion as the Sum Insured bears to the amount required to be insured. Every item if more than one shall be subject to this condition separately.
- c) The Company will make payments only after being satisfied with the necessary bills and documents, that the repairs have been effected or replacements have taken place, as the case may be. In case of total loss when the Insured is unable to replace the damaged items, claims will be settled on Market Value Basis after making allowance for depreciation and/or wear and tear.

### **SECTION IV – FIXED PLATE GLASS**

The Company will indemnify the Insured in respect of loss of or damage to fixed plate glass in the Insured premises by accidental breakage, provided that the liability of the Company in respect of any one loss or all losses in any one Period of insurance is limited to the sum stated in the Policy Schedule.

### **SPECIAL EXCEPTIONS**

The Company shall not be liable in respect of:

- 1) Breakage of fixed plate glass caused by or arising out of Fire or Explosion.
- 2) Breakage of fixed plate glass caused by or arising out of Riot, Strike, Malicious act or Terrorism.
- 3) Breakage of fixed plate glass caused by or arising out of Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood, Inundation, Volcanic Eruption, Earthquake or other convulsions of nature.
- 4) Breakage or damage during removal and / or repairs on or about the Insured premises.

- 5) Breakage of lettering unaccompanied by breakage or damage of glass.
- 6) Breakage of or damage to frames or framework of any description unless specifically declared.
- 7) Disfiguration or scratching or damage of glass other than fractures extending through the entire thickness of glass.
- 8) Embossed, silvered, lettered, ornamental, curved or any glass whatsoever other than which is plan and of ordinary glazing quality, unless the same be specifically declared.
- 9) Breakage of glass not completely or securely fixed.
- 10) Breakage of cracked or imperfect glass.
- 11) Costs of removal or replacement of any fitting or fixtures in order to replace glass.
- 12) Loss or damage to property or injury to persons arising directly or indirectly from breakage of glass or during replacement thereof.
- 13) The insurance under this section shall cease attach
  - a) If the Insured premises shall have been left uninhabited for sixty or more consecutive days.
  - b) If the Insured shall cause or suffer any material alteration in the Insured premises or anything to be done whereby the risk is increased.
  - c) If the interest of the Insured in the property insured passes from the Insured otherwise than by will or operation of law unless, the consent of the Company to the continuance of the insurance is obtained and signified on the Policy.

### **SPECIAL CONDITIONS**

- 1) **Alteration in risk:** All the glass described under this section is insured only so long as it is fixed. The insurance under this section shall cease to attach if there is any alteration of the premises, or in the tenancy, sub tenancy or occupancy carried on in the Insured premises containing the glass described in this section than in every such case the same must be immediately notified to the Company and if the risk is increased the Company shall have the option of charging a suitable extra premium or of refusing to continue the insurance.

2) **Basis of Loss Settlement:**

- a) Where the 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. If the cost of repairs exceeds the actual value of the insured item immediately before the occurrence of the damage, the settlement shall be made on total loss basis by replacing the lost or damaged item of the same kind or type but not superior to or more extensive than the property insured when new as on date of the loss.
  - b) If the Sum Insured is less than the amount required to be insured, the Company will pay only in such proportion as the Sum Insured bears to the amount required to be insured. Every item if more than one shall be subject to this condition separately.
  - c) The Company will make payments only after being satisfied with the necessary bills and documents, that the repairs have been effected or replacements have taken place, as the case may be. In case of total loss when the Insured is unable to replace the damaged items, claims will be settled on Market Value Basis after making allowance for depreciation and/or wear and tear.
- 3) **Warranty:** All glass insured under this section shall be understood to be plain and of ordinary glazing quality, without embossing, silvering, lettering, bending or ornamental work of any kind, unless specifically stated in the Policy Schedule.

## **SECTION V – BREAKDOWN OF DOMESTIC APPLIANCES**

The Company will indemnify the insured against unforeseen and sudden physical damage caused by and/or solely due to mechanical and/or electrical breakdown of electrical items specified in the Policy Schedule whilst contained in or fixed at the Insured premises. Provided that the liability of the Company in respect of any one item in any Period of insurance will not exceed the Sum Insured stated in the Policy Schedule.

### **SPECIAL EXCEPTIONS**

The Company shall not be liable in respect of:

- 1) Loss, damage and/or liability caused by or arising from or in consequence, directly or indirectly by fire including extinguishment of a fire or clearance of debris and dismantling necessitated thereby, smoke, soot, aggressive substance, lightning, explosion of any kind (other than bursting or disruption of compressors, other apparatus subject to centrifugal force, internal pressure) theft, collapse of buildings, subsidence, landslide, rockslide, water which escapes from water containing apparatus, flood, inundation, storm, tempest, earthquake, volcanic eruption or other Act of God, impact of land borne or waterborne or airborne craft or other aerial devices and/or articles dropped therefrom.  
However any loss or damage by fire within the electrical appliances and installation insured under this section arising from or occasioned by overrunning, excessive pressure, short circuiting, arcing, self heating or leakage of electricity from whatever cause (lightning included), is covered, provided that this extension shall apply only to the particular electrical machine, apparatus, fixture, fitting or portions of the electrical installation so affected and not to other machines, apparatus, fixture, fittings or portions of the electrical installation which may be destroyed or damaged by fire.
- 2) Loss or damage and/or liability caused by or arising from or in consequence directly or Riot, Strike and Malicious Damage.
- 3) Loss or damage due to overloading of the equipment/appliances.
- 4) Gradually developing flaws, defects, cracks or partial fractures in any part.
- 5) Deterioration of or wearing away or wearing out of any part of any machine caused by or naturally resulting from normal use or exposure.
- 6) Loss or damage caused by or arising out of wilful act or wilful negligence of the Insured or any person acting on his behalf.

- 7) Loss or damage due to faults or defects existing at the time of commencement of this insurance and known to the Insured regardless of whether such faults or defects were known to the Company or not.
- 8) Loss or damage for which the manufacturer or supplier of the property is responsible thereby or under contract.
- 9) Cost of transport to the repair shop and back to the Insured premises of any insured item arising out of any damage to such item.
- 10) Loss of or damage to belts, ropes, chains, bushes, blades, cutters, knives or exchangeable tools, objects made of glass, porcelain, ceramics, all operating media (e.g. lubricating oil, fuel, catalyst, refrigerant) wires, filters and parts of similar nature, unless loss or damage to the equipment is indemnifiable under this section.
- 11) The insurance under this section shall cease to attach
  - a) If the Insured shall cause or suffer any material alteration in the Insured premises or anything to be done whereby the risk is increased.
  - b) If the interest of the Insured in the property insured passes from the Insured otherwise than by will or operation of law unless, the consent of the Company to the continuance of the insurance is obtained and signified on the Policy.
- 12) Loss or damage caused by any process of cleaning, restoring, repairing or renovation, deterioration arising from wear and tear, moth, vermin, rodents, pets, animals, pests, insects or mildew.

## **SPECIAL CONDITIONS**

### **Basis of Loss Settlement**

- a) Where the 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. If the cost of repairs exceeds the actual value of the insured item immediately before the occurrence of the damage, the settlement shall be made on total loss basis

No deduction shall be made for depreciation in respect of parts replace except for.

- i) Wear and tear parts, and
- ii) Parts for which manufacturers have specified a fixed life for use and the like, but the value of any salvage will be taken into account

- b) In case of total loss, the Company will pay the actual value of the item immediately before the occurrence of the loss subject to depreciation of 10% per year. However, the maximum depreciation shall not exceed 50% of the Sum Insured of the item in respect of which the total loss claim is admitted under this section.
- c) If the Sum Insured is less than the amount required to be insured, the Company will pay only in such proportion as the Sum Insured bears to the amount required to be insured. Every item if more than one shall be subject to this condition separately.
- d) The Company will make payments only after being satisfied with the necessary bills and documents, that the repairs have been effected or replacements have taken place, as the case may be. In case of total loss when the Insured is unable to replace the damaged items, claims will be settled on Market Value Basis after making allowance for depreciation and/or wear and tear.

#### **SECTION VI (a) – TELEVISION/VCP/VCR/DVD PLAYER**

#### **SECTION VI (b) – PERSONAL COMPUTERS**

The Company will indemnify the Insured in respect of:

- 1) Loss of or damage to the property insured described in the Policy Schedule whilst contained or fixed in the Insured premises by:
  - a) Fire  
Excluding destruction or damage caused to the property insured by burning on order of any public authority.
  - b) Lightning
  - c) Explosion/Implosion
  - d) Aircraft Damage  
Loss, destruction or damage caused by aircraft, other aerial or space devices and articles dropped therefrom other than those caused by pressure waves.
  - e) Riot, Strike and Malicious Act.
  - f) Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation.
  - g) Impact Damage

- h) Subsidence and Landslide including Rockslide
  - i) Bursting and/or overflowing of Water Tanks, Apparatus and Pipes
  - j) Missile Testing Operations
  - k) Earthquake (Fire and Shock)  
Loss or damage to any of the property insured under this section occasioned by earthquake including Landslide/Rockslide resulting therefrom.
  - l) Burglary, Housebreaking, Larceny and Theft.
  - m) Accidental breakage.
  - n) Mechanical or Electrical breakdown.  
Provided that the liability of the Company in respect of such loss or damage in any one Period of insurance is limited to the amount specified in the Policy Schedule.
- 2) All sums which the Insured shall be legally liable to pay as compensation and litigation expenses incurred by the Insured with the Company's written consent in respect of accidental death of or bodily injury to any person other than a member of the Insured's family or a person under the Insured's service and or accidental damage to any property not belonging to or in the custody or control of the Insured or any member of the Insured's family or person under the Insured's service arising out of accidental happening through or in connection with the Television apparatus or breakdown or defect in the Television apparatus or breaking or collapse of the internal fittings or mast forming part of the Television apparatus provided that, the liability of the Company in respect of such compensation and litigation expenses for death/bodily injury to such persons in any one Period of insurance is limited to Rs.25,000/- (Rupees twenty five thousand only). However for damage to property not belonging to or in the custody or control of the Insured caused by breakage or collapse of the antenna fittings or mast forming part of the Television apparatus, the liability of the Company in any one Period of insurance is limited to Rs.3,000/- (Rupees three thousand only).

## **SPECIAL EXCEPTIONS**

The Company shall not be liable in respect of:

- 1) Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
- 2) Items temporarily removed for repairs, cleaning, renovation or other similar purposes for a period exceeding 60 days.
- 3) Loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.  
For the purposes of this exclusion and act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or Government(s), committed for political, religious, ideological or similar purpose including the intention to influence any Government and/or to put the public, or any section of the public in fear. This exclusion also excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to action taken in respect of any act of terrorism.
- 4) Loss or damage by burglary and/or housebreaking or theft where any member of the Insured's family is involved as principal or an accomplice.
- 5) The insurance under this section shall cease to attach
  - a) If the Insured premises shall have been left uninhabited for sixty or more consecutive days.
  - b) If the Insured shall cause or suffer any material alteration in the Insured premises or anything to be done whereby the risk is increased.
  - c) If the interest of the Insured in the property insured passes from the Insured otherwise than by will or operation of law unless, the consent of the Company to the continuance of the insurance is obtained and signified on the Policy.
- 6) Loss or damage due to overloading of the equipment.
- 7) Gradually developing flaws, defects, cracks or partial fractures in any part.

- 8) Deterioration of or wearing away or wearing out of any part of any machine caused by or naturally resulting from normal use or exposure.
- 9) Loss or damage caused by or arising out of wilful act or wilful negligence of the Insured or any person acting on his behalf.
- 10) Loss or damage due to faults or defects existing at the time of commencement of this insurance and known to the Insured regardless of whether such faults or defects were known to the Company or not.
- 11) Loss or damage for which the manufacturer or supplier of the property is responsible thereby or under contract.
- 12) Cost of transport to the repair shop and back to the Insured premises of any insured item arising out of any damage to such item.
- 13) Loss of or damage to bulbs, valves, cables, fuses, seals, belts, wires, rubber items, shutters or any operating media unless loss or damage to the is indemnifiable under this section.
- 14) Aesthetic defects, such as scratches on painted, polished or enameled surfaces.
- 15) Loss or damage to external antenna or fittings by theft unless the insured apparatus itself is stolen at the same time.
- 16) Loss or damage caused by or arising out of or traceable to erection, repairing or dismantling of the insured apparatus.
- 17) Liability assumed by the Insured by agreement unless such liability could have attached to the Insured notwithstanding such agreement.
- 18) Any costs incurred in connection with the elimination of functional failures unless such failures were caused by an indemnifiable damage.
- 19) Damage due to defects of design, material or workmanship or otherwise for which the manufacturer or supplier of the insured items is responsible either by law or under contract or any amount recoverable under the terms of the maintenance agreement.
- 20) Loss or damage caused by cleaning, restoring, repairing or renovation, deterioration arising from wear and tear, moth, vermin, rodents, pets, animals, pests, insects or mildew.

## **SPECIAL CONDITIONS**

### **Basis of Loss Settlement**

- a) Where the 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. If the cost of repairs exceeds the actual value of the insured item immediately before the occurrence of the damage, the settlement shall be made on total loss basis. No deduction shall be made for depreciation in respect of parts replaced except those with limited life, but the value of any salvage will be taken into account.
- b) In case of total loss, the Company will pay the actual value of the item immediately before the occurrence of the loss, such actual value to be calculated by deducting proper depreciation from the replacement value of the item subject to depreciation of 10% per year. However, the maximum depreciation shall not exceed 50% of the Sum Insured of the item in respect of which the total loss claim is admitted under this section.
- c) In cases where the insured item is subjected to total loss and meanwhile it becomes obsolete, all costs necessary to replace the lost or damaged insured item with a follow-up model (similar type) of similar structure/ configuration (of similar quality/capacity) i.e. low, average or high capacity – will be reimbursed.
- d) If the Sum Insured is less than the amount required to be insured, the Company will pay only in such proportion as the Sum Insured bears to the amount required to be insured. Every item if more than one shall be subject to this condition separately.
- e) The Company will make payments only after being satisfied with the necessary bills and documents, that the repairs have been effected or replacements have taken place, as the case may be. In case of total loss when the Insured is unable to replace the damaged items, claims will be settled on Market Value Basis after making allowance for depreciation and/or wear and tear.

## **SECTION VII – PEDAL CYCLE**

The Company will indemnify the Insured in respect of:

- 1) Loss of or damage to the property insured described in the Policy Schedule.
  - a) Fire  
Excluding destruction or damage caused to the property insured by burning on order of any public authority.
  - b) Lightning
  - c) Riot, Strike and Malicious Act.
  - d) Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation.
  - e) Impact Damage
  - f) Earthquake (Fire and Shock)  
Loss or damage to any of the property insured under this section occasioned by earthquake including Landslide/Rockslide resulting therefrom.
  - g) Burglary, Housebreaking, Larceny and Theft.
  - h) Accidental external means.  
Provided that the liability of the Company in respect of such loss or damage to any one vehicle in any one Period of insurance will not exceed the Sum Insured stated in the Policy Schedule.
  
- 2) All sums which the Insured shall become legally liable to pay as compensation and litigation expenses incurred by the Insured with the Company's written consent for accidental death of or bodily injury to any person other than Insured or any member of the Insured's family or a person in the Insured's service or being conveyed on such cycle and/or accidental damage to any property not belonging to or in the custody or control of the Insured or any member of the Insured's family or a person in Insured's service or whilst being conveyed on such cycle, in the event of accident cause by or happening through or in connection with any pedal cycle insured hereunder. Provided that the liability of the Company in respect of such compensation and litigation expenses in any one Period of insurance is limited to Rs.10,000/- (Rupees ten thousand only).

## **SPECIAL EXCEPTIONS**

The Company shall not be liable in respect of:

- 1) Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
- 2) Loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.  
For the purposes of this exclusion and act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or Government(s), committed for political, religious, ideological or similar purpose including the intention to influence any Government and/or to put the public, or any section of the public in fear.  
This exclusion also excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to action taken in respect of any act of terrorism.
- 3) Loss or damage by burglary and/or housebreaking or theft where any member of the Insured's family is involved as principal or an accomplice.
- 4) The insurance under this section shall cease to attach
  - a) If the Insured premises shall have been left uninhabited for sixty or more consecutive days.
  - b) If the Insured shall cause or suffer any material alteration in the Insured premises or anything to be done whereby the risk is increased.
  - c) If the interest of the Insured in the property insured passes from the Insured otherwise than by will or operation of law unless, the consent of the Company to the continuance of the insurance is obtained and signified on the Policy.
- 5) Any accident, loss, damage or liability caused by or through or in connection with pedal cycle whilst is being used for hire or reward or outside India.
- 6) Damage caused by overloading, strain or mechanical breakdown.

- 7) Loss of or damage to accessories by theft unless the pedal cycle is stolen at the same time.
- 8) Loss, damage or liability occurring whilst being used for racing or pacemaking.

### **SPECIAL CONDITIONS**

- 1) The pedal Cycle should be securely locked when left unattended.
- 2) Basis of Loss Settlement:
  - a) Where the 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. If the cost of repairs exceeds the actual value of the insured item immediately before the occurrence of the damage, the settlement shall be made on total loss basis by replacing the lost or damaged item of the same kind or type but not superior to or more extensive than the property insured when new as on date of the loss.
  - b) If the Sum Insured is less than the amount required to be insured, the Company will pay only in such proportion as the Sum Insured bears to the amount required to be insured. Every item if more than one shall be subject to this condition separately.
  - c) The Company will make payments only after being satisfied with the necessary bills and documents, that the repairs have been effected or replacements have taken place, as the case may be. In case of total loss when the Insured is unable to replace the damaged items, claims will be settled on Market Value Basis after making allowance for depreciation and/or wear and tear.

## **SECTION VIII – BAGGAGE**

The Company will indemnify the Insured for loss or damage to accompanied personal baggage by accident or theft whilst traveling anywhere in India. 'Baggage' means clothing, personal effects and suitcases taken on the journey by the Insured and/or such members of his/her family who is/are permanently residing with him/her and accompanying the Insured.

### **SPECIAL EXCEPTIONS**

The Company shall not be liable in respect of:

- 1) Loss or damage due to cracking, scratching or breakage of lens or glass, whether part of any equipment or otherwise, or of china marble, gramophone records, and other articles or brittle or fragile nature, unless such loss or damage arises from accident to vessel, train, vehicle or aircraft by which such property is conveyed.
- 2) Loss or damage caused by any process of cleaning, restoring, repairing or renovation, deterioration arising from wear and tear, moth, vermin, rodents, pets, animals, pests, insects or mildew.
- 3) Loss of or damage due to electrical or mechanical breakdown.
- 4) Loss of or damage caused by mechanical derangement or over winding of watches and clocks.
- 5) Theft from any unattended vehicle unless all windows are securely closed and all doors, boot and openings are securely locked.
- 6) Loss or damage whilst being conveyed by any carrier under contract of affreightment.
- 7) Loss of or damage to money, securities, manuscripts, deeds, bonds, bills of exchange, promissory notes, stock or shares certificates, stamps, business books or documents, jewellery and Valuables (as defined), furs, precious stones, precious metal, gold and silver ornaments, travel tickets, cheques and bank draft, curios works of art, cell phones, computer and its accessories including laptops.

Valuables shall mean and include

- i) Palmtops
- ii) Pagers
- iii) Cameras over Rs.3,000 in value
- iv) Binoculars
- v) Crystal ware
- vi) Vases

- vii) Wristwatches over Rs.3,000 in value
  - viii) Silver articles
  - ix) CDs, Cassettes, CD writers
  - x) Digital diaries
  - xi) Calculator
  - xii) Spectacles
  - xiii) Contact lenses
  - xiv) Sunglasses
  - xv) All Computer related storage devices
- 8) Loss, destruction of or damage to articles of consumable nature.
- 9) Loss, destruction of or damage due to terrorism.
- 10) Loss of articles such as sticks, straps, umbrellas, sunshades, fans, deck chairs, property in use on the voyage and / or journey or articles of clothes whilst being worn on the person or carried about.
- 11) Loss, destruction or damage caused by or arising from the leakage, spilling or exploding of liquids, oils or materials of a like nature or articles of a dangerous or damaging nature.
- 12) Loss due to misplacement.

### **SPECIAL CONDITIONS**

The liability of the Company in respect of the property lost, shall be limited to its actual value at the time of happening of such loss but not exceeding in any one Period of insurance the amount stated in the Policy Schedule.

### **SECTION IX – PERSONAL ACCIDENT**

#### **AGE OF INSURED PERSON**

The terms and conditions laid down are applicable to persons between the age group of 5 and 70 years. (completed age), except in case of family package cover where the minimum age of children shall be 5 years and maximum 25 years.

#### **BENEFITS**

If the Insured person named in the Policy Schedule shall sustain bodily injury solely and directly caused by accidental, violent, external and visible means resulting in death or disablement as stated hereinafter the Company shall pay to the Insured or his nominee(s)/legal heir(s) the sum or sums hereinafter set forth in the clauses below.

#### DEATH

- 1) If such injury shall within twelve calendar months of its occurrence be the sole and direct cause of the death of the Insured/Insured Persons, the Sum Insured stated in the Policy Schedule.

#### PERMANENT TOTAL DISABLEMENT

- 2) If such injury shall within twelve calendar months of its occurrence be the sole and/or direct cause of the total and irrecoverable loss of:

- a) Sight of both eyes, or of the actual loss by physical separation of the two entire hands or two entire feet or one entire hand and one entire foot or of such loss of sight of one eye and such loss of one entire hand or one entire foot, the Sum Insured stated in the Policy Schedule.

- b) Use of two hands or two feet, or of one hand and one foot, or of such loss of sight of one eye and such loss of use of one hand or one foot, the Sum Insured stated in the Policy Schedule.

- 3) If such injury shall within twelve calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of:

- a) The sight of one eye or of the actual loss by physical separation of one entire hand or one entire foot, fifty percent (50%) of the Sum Insured stated in the Policy Schedule.

- b) Use of a hand or a foot without physical separation, fifty percent (50%) of the Sum Insured stated in the Policy Schedule.

NOTE: For the purpose of sub-clause (2) and (3) above, 'physical separation' of a hand means separation at or above the wrist and of the foot means separation at or above the ankle.

- 4) if such injury shall, as a direct consequence thereof, immediately, permanently, totally and absolutely, disabled the Insured Persons from engaging in any gainful employment or occupation of any description whatsoever, then a lump sum equal to hundred percent (100%) of the Sum Insured stated in the Policy Schedule.

#### PERMANENT PARTIAL DISABLEMENT

- 5) If such injury shall within twelve calendar months of its occurrence be the sole and direct cause of the total and/or partial and irrecoverable loss of use or of the actual loss by physical separation of the following, then the percentage of Sum Insured as indicated below shall be payable.

SL.No.	Description	% of Sum Insured
1.	Loss of toes – all  Great – both phalanges  Great – one phalanx  Other than Great, if more than one toe lost,- for each toe lost	20  5  2  1
2.	Loss of hearing – both ears	75
3.	Loss of hearing – one ear	30
4.	Loss of four fingers and thumb of one hand	40
5.	Loss of four fingers-	35
6.	Loss of thumb – both phalanges – one phalanx	25 10
7.	Loss of index finger -three phalanges -two phalanges -one phalanx	10
8.	Loss of middle finger -three phalanges -two phalanges -one phalanx	6
9.	Loss of ring finger -three phalanges -two phalanges -one phalanx	5
10.	Loss of little finger -three phalanges -two phalanges -one phalanx	4
11.	Loss of metacarpals -first or second (addl) third, fourth or fifth (addl)	3
12.	Any other permanent- partial disablement	percentage as assessed by the panel doctor of the Company.

#### TEMPORARY TOTAL DISABLEMENT

- 6) If such injury shall be the sole and direct cause of Temporary Total Disablement then so long as the Insured Person shall be totally disabled, from engaging in any employment or occupation of any description whatsoever, a sum prorated at the rate of one percent of the Sum Insured stated in the Policy Schedule per week, but in any case not exceeding Rs.3,000/- per week, in all, under all Policies. Provided that the compensation payable under the foregoing sub-clause (6) shall not be payable for more than 100 weeks in respect of any one injury calculated from the date of commencement of disablement and in no case shall exceed the Sum Insured.

#### CARRIAGE OF DEAD BODY

- 7) In the event of death of the Insured/Insured Person due to accident as defined in the Policy outside his/her residence, the Company shall pay in addition to the amounts payable under sub-clause (1) above for transportation of Insured's/Insured Person's dead body to the place of his/her residence a lump sum of 2% of Sum Insured or Rs.2,500/- whichever is less.

#### EDUCATION GRANT

- 8) In the event of death or permanent total disablement of the Insured, due to accident as defined, the Policy shall pay as education grant for the dependent children as below:

- a) If the Insured Person has one dependent child below the age of 25 years, an amount equal to 10% of the Sum Insured subject to a maximum of Rs.5,000/-.
- b) If the Insured Person has more than one dependent child below 25 years, an amount equal to 10% of the Sum Insured subject to a maximum of Rs.10,000/-.

The Payment as above will be made along with the Sum Insured to the same person(s) who is/are entitled to receive the Sum Insured. Provided that if there be any other subsisting Personal Accident insurance(s) covering the Insured Person, total benefits under this grant, under all such policies, shall be limited to

- a) a maximum Rs.5,000/- in case there is one dependent child
- b) a maximum Rs.10,000/- in case there is more than one dependent child

The amount so payable shall be borne by all the policies in proportion to the Sum Insured.

## **SPECIAL EXCEPTIONS**

Provided always that:

The Company shall not be liable under this section for:

- 1) Compensation under more than one of the foregoing sub-classes in respect of the same incident
- 2) Any other payment after a claim under one of the foregoing sub-classes (1), (2) or (4) has been admitted and become payable. This would not apply to the payment made under education grant and expenses for carriage of dead body.
- 3) Any payment in case of more than one claim under this section during any one Period of insurance by which the maximum liability of the Company in that period would exceed the sum payable under sub-clause (1) of this section. This would not apply to the payment made under education grant and expenses for carriage of dead body.
- 4) Payment of weekly compensation until the total amount shall have been ascertained and agreed.
- 5) Payment of compensation in respect of death, injury or disablement of the Insured/Insured Person(s)
  - a) from intentional self-injury, suicide or attempted suicide.
  - b) whilst under the influence of intoxicating liquor or drugs.
  - c) whilst engaging in aviation or mounting into, dismounting from or travelling in any 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 an aircraft duly licensed to carry passenger (for hire or otherwise) by appropriate authority irrespective 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 multi-engine.
  - d) directly or indirectly caused by venereal diseases, AIDS or insanity.
  - e) arising or resulting from the Insured/Insured Person committing any breach of the law with criminal intent.
  - f) as a result of, or which is contributed to by, the Insured Person suffering from any pre-existing condition or pre-existing physical or mental defect or infirmity.

Pre-existing physical or mental defect or infirmity shall mean such physical or mental defect or infirmity, which has been in existence at the time of proposing this insurance. Pre-existing condition means any ailment, which existed prior to the effective date of this insurance.

Pre-existing condition also means any physical or mental defect or infirmity or its symptoms, which existed prior to the effective date of this insurance, whether or not the Insured Person had knowledge that the symptoms were relating to the physical or mental defect or

infirmity. Complications arising from the pre-existing physical or mental defect or infirmity will be considered as part of the pre-existing condition.

- g) persons whilst working in underground mines, explosive, magazines, workers involved in electrical installation with high tension supply, jockeys, circus personnel, persons whilst engaged in racing on wheels or horseback, big game hunting, mountaineering, winter sports, skiing, ice hockey, ballooning, hang gliding, river rafting, polo and persons whilst engaged in occupation / activities of similar hazard.
- 6) Death or disablement resulting directly or indirectly caused by, contributed to, or aggravated or prolonged by childbirth or pregnancy or in consequence thereof.
- 7) Nuclear, Chemical, Biological Terrorism Exclusion Clause: The insurance under this section shall not extend to cover death resulting directly or indirectly arising out of, contributed to or caused by, or resulting from or in connection with any act of nuclear, chemical, biological terrorism (as defined below) regardless of any other cause or event contributing concurrently or in any other sequence to the loss.  
For the purpose of this exclusion "Nuclear, chemical, biological terrorism" shall mean the use of any nuclear weapon or advice or the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous Chemical agent and/or Biological agent during the period of this insurance by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or Government(s), committed for political, religious or ideological purposes or reasons including the intention to influence any Government and/or to put the public, or any section of the public, in fear.  
"Chemical" agent shall mean any compound, which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.  
"Biological" agent shall mean any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesized toxins) which cause illness and/or death in humans, animals or plants.  
If the Company allege that by reason of this exclusion any loss is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

### **CUMULATIVE BONUS**

Compensation payable under clauses (1), (2), (3) and (4) of this section viz. death and permanent total disablement arising out of accidental injuries shall be increased by 5% thereof in respect of each completed claim free year. The amount of such increase shall not exceed 50% of the Sum Insured stated in the Policy Schedule.

Cumulative Bonus is granted only when the Policy is renewed continuously.

This clause shall not in any way alter the annual character of the insurance nor the right of the Company to decline to renew or to cancel this Policy as hereinafter provided.

The earned Cumulative Bonus will not be lost if the Policy is renewed within 30 days of its expiry.

### **MEDICAL EXPENSES EXTENSION**

(Applicable only if additional premium has been paid and coverage confirmed in the Policy Schedule)

In consideration of the payment of an additional premium it is hereby declared and agreed that notwithstanding anything contained herewith to the contrary, this insurance is extended to cover the medical expenses necessarily incurred and expended in connection with any accident as specified in the Policy Schedule, for which a claim is made by the Insured and admitted by the Company.

The Company shall reimburse to the Insured an amount up to but not exceeding forty percent (40%) of the compensation paid in settlement of a valid claim under this section or ten percent (10%) of the relevant Sum Insured whichever is less but in any case not more than the actual medical expenses reasonably incurred.

Further, it is a condition precedent to the payment of such medical expenses that the medical attendant's detailed account shall be submitted to and is approved by the Company.

Provided always that:

- 1) This insurance shall not apply in so far as it applies to a female Insured Person for expenses incurred in respect of any condition arising from or traceable to any disease of the organs of generation, malignant disease of mammary gland, pregnancy, childbirth, abortion or miscarriage or any complications and/or sequel arising from the foregoing, unless otherwise provided hereinafter.
- 2) The Company shall not be liable to make any payment under this section in respect of Circumcision or strictures or vaccination or inoculation or change of life or beauty treatment of any description or dental or eye treatment or intentional self injury or insanity or dissipation or nervous breakdown (which expression shall also cover general debility "run down" conditions and general "overhaul") or venereal disease or intemperance or the use of intoxicating drugs or liquors or any disease, injury, death or disablement directly or indirectly due to any one or more of the above causes.

Subject otherwise to the terms, exceptions, conditions and limitations of this Policy.

## **SECTION X – PUBLIC LIABILITY**

The Company will indemnify the Insured in respect of sums, which the Insured shall become legally liable to pay (subject to the sum stated in the Policy Schedule).

- a) As compensation and litigation expenses incurred by the Insured with the Company's written consent in respect of accidental death of or bodily injury to any person other than a person under insured's service and/or accidental damage to any property caused by or through the fault or negligence of the Insured or any member of the Insured's family or household permanently residing with him/her whilst caused the performance of any act in connection with the Insured's business but not exceeding in all for compensation and litigation expenses up to Rs.25,000/- for any accident or a series of accidents arising from any one event and for all accidents during any one Period of insurance.
  
- b) As compensation to his employees engaged in the Insured premises under the Fatal Accidents Act, 1855, Workmen's Compensation Act, 1923 or any amendment thereto or Common Law in respect of death of or bodily injury to such employees arising out of and in the course of employment.

## **SPECIAL EXCEPTIONS**

The Company shall not be liable in respect of:

- 1) Any compensation for death of or bodily injury to any member of the Insured's family or damage to the property belonging to or in the custody or the control of the Insured or any member of the Insured's family.
- 2) Liability assumed by the Insured by agreement unless such liability would have been attached to the Insured notwithstanding such agreement.
- 3) Accidents directly or indirectly caused by traceable to or arising out of the ownership, possession or the custody by or on Insured's behalf of animals, vehicles, aircraft, ship, boats or craft of any kind.

## **GENERAL EXCEPTIONS**

The Company shall not be liable in respect of:

- 1) Loss, damage, liability or expenses, whether directly or indirectly 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, mutiny, military or

usurped power, civil commotion, loot, pillage, seizure, capture, arrests, restraints and detainment.

- 2) Loss or damage caused by depreciation or wear and tear, gradual deterioration, atmospheric (or) climatic condition, rust or corrosion.
- 3) Consequential loss of any kind or description.
- 4) a) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material  
  
(b) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this condition combustion shall include any self-sustaining process of nuclear fission.

### **POLICY EXCESS**

This Policy is subject to an excess of 1% of the Sum Insured subject to a minimum of Rs.500/- on each and every claim except claims under Section I(a), IX and X of the Policy.

### **TERRORISM DAMAGE COVER ENDORSEMENT**

(applicable if terrorism cover is opted and appropriate additional premium paid)

"It is hereby declared and agreed that in consideration of payment of additional premium as shown in the Policy Schedule the Terrorism Damage Exclusion forming part of the within mentioned Policy under section I, II, III, IV, VI, VII & VIII stands deleted. The expression(s) "terrorism and/or act of terrorism" shall have the same meaning(s) as contained in Terrorism Damage Exclusion.

This Endorsement shall not however cover

- 1) loss of or damage caused by
  - a) total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.
  - b) permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted authority.
  - a) permanent or temporary dispossession of any building or plant or unit of machinery resulting from the unlawful occupation by any person of such building or plant or unit or machinery or prevention of access to the same.

- a) burglary, housebreaking, theft, larceny or any such attempt any omission of any kind of any process (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 Terrorism. (This exclusion is not applicable to the sections where the risks of burglary, housebreaking including theft and larceny are covered.)
- 2) loss or damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to action taken in respect of an act of terrorism.  
If the Company allege that by reason of this Exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.  
The coverage under this Endorsement is subject to an excess of 0.50% of the total Sum Insured subject to a minimum of Rs.25,000/- for each and every loss.

## **GENERAL CONDITIONS**

### **Notice**

Every notice and communication to the Company required by this Policy shall be in writing to the office of the Company through which this insurance is effected. Initial notification can be made by telephone.

### **Mis-description**

This Policy shall be void and all premiums paid hereon will be forfeited to the Company in the event of misrepresentation, mis-description or non-disclosure of any material particulars by the Insured.

### **Reasonable Care**

The Insured shall take all responsible steps to safeguard the property insured against any loss or damage.

### **Minimum Premium**

The minimum premium payable under this Policy is Rs.100/-.

### **Claims procedure**

- 1) The Insured shall upon the occurrence of any event giving rise to or likely to give rise to a claim under this Policy.
  - a) Give immediate notice thereof to the Company and shall within fourteen days thereafter furnish to the Company detailed particulars of the amount of the loss or damage together with such explanations and evidence to substantiate the claim as the Company may reasonably require.
  - b) Lodge a complaint with the Police forthwith in the event of burglary, housebreaking, theft and larceny and take all practicable steps to

- apprehend the guilty person or persons and to recover the property lost.
- c) In case of breakage of any of the glass mentioned in the Policy Schedule, the Insured shall give immediate notice in writing to the Company and shall furnish full particulars of such breakage, and give proof of the same by production of such evidence as the Company may reasonably require.
- 2) If the Insured or any member of the Insured's family named in the Policy Schedule shall sustain any bodily injury requiring treatment at any clinic, nursing home or hospital in respect of which a claim is or may be made hereunder, prompt written notice thereof shall be given to the Company as soon as possible but in any case not later than 14 days from the date of sustaining such injury. If any member of the Insured's family, comprising of Insured's spouse and children shall die, the legal heir(s) shall give notice of death forthwith. All certificates, information and evidence whether from medical attendant or otherwise as required by the Company shall be furnished and shall be in such form and of such nature as the Company may prescribe. The Insured Person must immediately after the occurrence of any accident, which may be the subject of a claim hereunder, obtain medical treatment failing which the Company will not be liable for any consequence thereof.
- 3) The Insured shall upon the occurrence of any event giving rise or like to give rise to a claim under this section give immediate notice thereof to the Company and shall forward to the Company forthwith every written notice or information of any verbal notice of claim and shall send to the Company any writ, summons or other legal process issued or commenced against the Insured and shall give all necessary information and assistance to enable the Company to settle or resist any claim or to institute proceedings. The Insured shall not incur any expenses in making good any claim without the written consent of the Company and shall not negotiate, pay, settle, admit or repudiate any claim without such consent.

### **Fraud**

If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this section or if the loss or damage be occasioned by the willful act, or with the connivance of the Insured, all benefit under this Policy shall be forfeited.

### **Indemnity**

The Company may at its option reinstate, replace or repair the property insured lost or damaged or any part thereof instead of paying the amount of the loss or damage or may join with any other insurer in doing so 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 or damage not more than the Sum Insured by the Company thereon.

### **Average**

If the property hereby insured shall at the time of any loss or damage be collectively of greater value than the Sum Insured thereon then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss or damage accordingly. Every item, if more than one in any section of this Policy shall be separately subjected to this condition.

### **Contribution**

In the event of any loss, damage, liability or expenses covered by this Policy, and there shall be any other insurance covering the same loss, damage, liability or expenses whether effected by the Insured or otherwise, this Policy shall pay only so much of the excess of such loss, damage, liability or expenses as is not recoverable under such other insurance, subject always to the limitations of this Policy.

### **Subrogation**

The Insured under this Policy shall at the expense of the Company do and concur in doing, permit to be done all such acts and things that may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or obtaining relief or indemnity from other parties to which the Company shall or would become entitled or subrogated upon the Company paying for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after the Insured's or claimant's indemnifications by the Company.

### **Reinstatement of Sum Insured:**

(Applicable to Section I, II, III, IV, V, VI, VII & VIII only)

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

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

Notwithstanding what is stated above, the Sum Insured shall stand reduced by the amount of loss in case the Insured immediately on occurrence of the loss exercises his option not to reinstate the Sum Insured.

**Cancellation**

The Company may at any time, giving 14 days notice in writing, terminate this Policy, provided that the Company shall in that case return to the Insured the then last paid premium less a pro-rata part thereof for the proportion of the current insurance period which shall have expired. Such notice shall be deemed sufficiently given if posted by Registered post acknowledgement due and addressed to the Insured at the address last registered in the Company's books and shall be deemed to have been received by the Insured at the time when the same would be delivered. OR the Policy may be cancelled at any time by the Insured by giving 14 days notice in writing under a registered Post Acknowledgement Due. The Insured would be entitled to the return of premium less premium at Company's short period rates\* for the period the Policy has been in force (provided no claim has arisen during the currency of the Policy).

<b>*Short period scales of rates</b>	
less than 30days	25% of annual rate
Above 1 month and up to 3 months	50% of annual rate
Above 3 months and up to 6 months	75% of annual rate
Above 6 months	full annual premium

**Arbitration**

If any dispute or difference shall arise as to the quantum to be paid under this section (liability being otherwise admitted), such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of 3 arbitrators comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided if the Company has disputed or not accepted liability under or in respect of this Policy.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action of suit upon this Policy that the award by such arbitrator/ arbitrators, of the amount of the loss or damage shall be first obtained.

It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the Insured for any claim hereunder and such claim not within 12 calendars months from the date of the disclaimer have been made the subject matter of a suit in a court of law or pending reference

before ombudsman, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

**Observation**

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

**Renewal of Policy**

This Policy shall be renewed by mutual consent of both the parties.