

## **TATA AIG POLICY WORDING**

### **GENERAL DEFINITIONS**

In this policy certain words or terms have the specific meanings set out below wherever they appear italicised and in Initial Capitals. Where We have used the singular person this shall also include the plural and the male gender shall also include the female gender, where the context so admits.

Accident and Accidental means a sudden, unforeseen, and unexpected physical event beyond Your control caused by external, visible and violent means.

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

Bodily Injury means any Accidental physical bodily harm but does not include any sickness or disease

Business or Business Purposes means any full or part time, permanent or temporary, activity undertaken with a view to profit or gain.

Burglary means an act involving the unauthorised entry to or exit from Your Home or attempt thereat by unexpected, forcible, visible and violent means, with the intent to commit an act of Theft.

Benefit Sum Insured means and denotes the amount of cover available under each Benefit as stated in the Schedule (and, where appropriate, as more particularly described and limited per item insured in any annexure to the Schedule). This is the maximum amount that We will pay for each and every claim and in all under that Benefit, subject always to the Sum Insured.

Contents means the following not used for Business or Business Purposes, so long as they are owned by you and/or Your Family and/or You or Your Family are legally responsible for them:

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

Domestic Staff means any person employed by You solely to carry out domestic duties associated with Your Home, but does not include any person employed in any capacity in connection with any Business, trade or profession.

Family, Them of They means You, Your spouse, Your children, your parents, and any other persons who:

- 1) are and continue to be normally resident with You, and
- 2) not paying a commercial rent

Home means Your private residence as shown in the Schedule which is used or occupied solely for domestic purposes by You and/or Your Domestic Staff whether owned by You or Your Family or otherwise.

Hospital means a place that:

- 1) operates primarily for the care and treatment of sick or injured persons, and
- 2) has a staff of one or more Medical Practitioners available at all times, and
- 3) provides 24-hour nursing service and has at least one registered professional nurse on duty at all times, and
- 4) has organised diagnostic and surgical facilities, either on the premises or has arrangements for these facilities with any other Hospital on a pre-arranged basis, and
- 5) is not, except incidentally, a clinic, nursing home, rest home, or convalescent home for the aged or mentally disturbed, or similar institution.

Kutchha Construction means buildings having walls and/or roofs of wooden planks, thatched leaves, grass, bamboo, plastic, cloth, asphalt, canvas, tarpaulin or the like.

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

Medical Expenses means expenses incurred on necessary medical or surgical treatment, services, or supplies.

Medical Practitioner means a person who holds a degree of a recognised institution and is registered by the Medical Council of any State or Union Territory of India.

Minimum Premium means the amount of Rs. 100/-

Period of Insurance means the period of time stated in the Schedule for which the policy is valid and operative.

Policy means Your proposal, the Schedule, Our covering letter to You, insuring clauses that are appearing in each applicable Benefit, definitions, exclusions, conditions and other terms contained herein and any endorsement attaching to or forming part hereof, either at inception or during the Period of Insurance.

Public Authority means any governmental, quasi-governmental organisation or any statutory body or duly authorised organisation with the power to enforce laws, exact obedience, command, determine or judge.

Pre-existing Condition means a condition for which care, treatment, or advice was recommended by or received from a Medical Practitioner or which was first manifested or contracted before the start of the Period of Insurance.

Schedule means the sheet/s containing the description of items insured, as stated in the Policy and any annexure attached to and forming part of this Policy.

Short Period Rates means:

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

Sum Insured means the amount stated in the Schedule, which is the most that We will pay during the Period of Insurance.

Theft means an act of directly or indirectly and illegally permanently depriving You and/or Your Family of the possession of the Contents by any person by violent or forceful means or otherwise.

Unoccupied means Your Home that remains unoccupied by You/or Your Family for more than thirty (30) consecutive days.

Fungi means any type or form of fungus, including but not limited to, all forms of mold or mildew, and any mycotoxins, spores, scents, vapour, gas, or substance, including any byproducts, produced or released by fungi.

We or Us or Our means the Tata AIG General Insurance Company Limited.

You, Your or Yourself means the person named in the Schedule as the policy holder.

**GENERAL CONDITIONS**

These terms and conditions have general application to this Policy as a whole, and they apply regardless of the number of Benefits that are operative under this Policy. Please

note that each Benefit may have additional terms and conditions that are specific to that Benefit, and these additional terms and conditions will be listed within the Benefit under the heading “Special Conditions” which would apply in addition to the General Conditions stated herein.

## **1 Reasonable Care**

All reasonable steps, safeguards and precautions to avoid any injury, loss or damage that might result in a claim under this Policy or otherwise must be taken by You and/or Your Family and/or Your Domestic Staff, and You and/or Your Family shall exercise reasonable care in employing Domestic staff or other employees or contractors to work in Your Home.

## **2 Adequacy of Sum Insured**

You must at all times keep the Sum Insured at a level, which represents the full value for any property, insured under this Policy, which means in relations to any:

- (a) Building (Benefit: Fire & Special Perils), the cost of rebuilding at the same site a building of identical structure and design if the building(s) were completely destroyed;
- (b) Contents (Benefit: Fire & Special Perils): the current Market Value of the Contents.

## **3 Notification of Claims**

If an event occurs that may give rise to a claim under this Policy, or these are circumstances that are likely to give rise to a claim, You must:

- (a) Inform Us immediately, and, in any case by way of written intimation (against a receipt from Us) or by registered post not later than 7 days from the occurrence of the loss or the event giving rise to the claim.
- (b) Provide Us with all relevant information, documentation and details of items lost, damaged or destroyed along with their values, and also any other assistance that We may reasonably require to enable Us or independent surveyors or Our representatives to investigate any claim and/or to establish to Our reasonable satisfaction that a loss of the amount stated has occurred under this Policy. Specifically in the case of the notification of a circumstance likely to give rise to a claim, You shall also give Us reasons for the anticipation of a claim with full particulars including dates and the persons involved.
- (c) Preserve any damaged property so that it may, at Our discretion, be inspected and examined by independent surveyors or Our representatives.
- (d) In case of actual or attempted Burglary or Theft, You must in addition to a), b) and c) above:
  - i) immediately lodge a written complaint with the police listing out the items with values that were lost, damaged or destroyed and that you intend to claim

for and forward a copy of that written complaint, the First Information Report and/or Final Report to Us, and

ii) take all practicable steps to apprehend the guilty persons and to recover any property lost, and

iii) protect the remaining property from further damage as per General condition 1 above, and

iv) within 7 days supply Us with an inventory of damaged or stolen property detailing the quantity, age, description, actual cash value and amount of loss claimed for in respect of each item, along with all documentation required to support and substantiate Your claim.

(e) in case the event or circumstance to be notified involves any form of legal process, you must in addition to a), b), c) and d) above:

i) immediately send Us every written notice or information of any verbal notice of a claim, and

ii) immediately send Us any writ, summons, or other legal process issued or commenced against you, and

iii) permit Us to take over the control and conduct of the defence, pursuit or settlement of any claim and provide us or Our representatives with such cooperation and assistance as may be required for that purpose, and

iv) not, without Our prior written consent, incur any costs, admit liability for or attempt to settle, make any admission, offer any payment or otherwise assume any contractual obligation with respect to any legal action or threat of legal action.

#### **4 Basis of Loss Settlement**

If You make a claim under this Policy that We accept for payment, then the basis upon which We shall calculate the payment due to You and make payment shall be as follows:

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

iv) In the case of damage to an item:

i. If it is reasonably capable of repair, reinstatement, renewal or refurbishment then Our payment to You will reflect Your reasonable costs of restoring by such means the damaged item to its conditions immediately prior to the event that gave rise to the claim under this Policy.

- ii. If the cost of replacement, repair, reinstatement, renewal or refurbishment of any item is equal to or exceeds the value of the lost or damaged item immediately before the occurrence of the damage, then We will pay You the value of the item as it existed immediately before the occurrence of the loss or damage, less salvage value but limited nevertheless to the Benefit Sum Insured or the limit as stated in the Schedule.
- v) We will only pay You in India and in Indian Rupees subject to Your having established to our reasonable satisfaction that the replacement, reinstatement, repair, renewal or refurbishment has been effected by You.
- vi) We shall not make any payment for the cost any enhancements, alterations, additions and/or improvements.
- vii) We shall not make any payment for more than 20% of the Benefit Sum Insured of “Benefit A: Fire” or “Benefit B: Burglary” in respect of any one item unless specifically declared by You in Your Proposal and accepted by Us.
- viii) If at the time of the happening of any event that give rise to a claim under this Policy the Benefit Sum Insured of “Benefit: Fire” in this Policy is equal to or less than 85% of the full value of the property, as provided for under General Condition 2, then the amount of any payment that We are obliged to make shall be reduced by a sum equal to a rateable proportion of the loss or damage sustained. Under no circumstances will Our liability to make payment exceed the Benefit Sum Insured relating to the Benefit under which the claim has been preferred.
- ix) If You have any insurance(s) that would cover a claim under this Policy, or would cover the claim but for the existence of this Policy, then Our payment to You will represent a rateable proportion of the claim.
- x) Under no circumstances will Our liability to make payment exceed the Sum Insured under any particular Benefit per claim and in the aggregate.

## **5 Change in Circumstances**

We have granted cover in reliance on the information that You have provided in Your proposal, which is the basis of this contract and shall be considered incorporated into it. Accordingly, You must notify Us, immediately, of any change in the information contained in Your proposal or any other material change in Your circumstances, including but not limited to, the following.

- a) Change of address.
- b) Structural alteration to Your Home.
- c) Expectation or knowledge that Your Home will be Unoccupied.
- d) Act of insolvency on Your part or that of your Family.
- e) Any police caution for or change in respect of any offence under, other than a driving offence.

This Policy will not respond to any claim unless prior written notice (duly acknowledged by Us) of any material change has been given to Us and You have paid Us any additional premium due, if any.

## **6 Fraud**

If You or anyone acting on Your behalf put forward any claim under this Policy knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall be void in its entirety and be of no effect whatsoever and all claims that You may have made for an indemnity under it shall be forfeited.

## **7 Cancellation**

- a) You may cancel this Policy by giving Us 15 days written notice and We shall then refund a portion of the premium on Short Period Rates for the remaining Period Insurance, subject to Our retention of the Minimum Premium. However, if You have made any claim on this Policy before the cancellation date then no refund of premium will be due to You.
- b) We may cancel this Policy by giving You 15 days written notice and We shall then refund a pro-rata portion of the premium for the remaining Period of Insurance unless You have made any claim under this Policy, in which case no refund of premium will be due to You.
- c) We will pay any refund due as soon as practicable, but this is not a condition precedent to the effectiveness of cancellation.

## **8 Dispute Resolution**

If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by You and Us jointly. If there is no agreement upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under an in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

## **9 Compliance with Terms Conditions**

You and/or Your Family's and/or Your Domestic Staff's compliance with the terms and conditions of this Policy, in so far as these require anything to be done by You and/or by Them or complied with by you and/or Them, is a condition precedent to Our liability. In the event of any breach, We may repudiate any liability for Your claim.

## **10 Your Special Rights & Duties**

You shall represent all persons insured under this Policy as to:

- a) The giving and receiving of any notice of cancellation.
- b) The receipt of any endorsement to this Policy.

- c) The payment of premium and receipt of return premium.
- d) The acceptance of any other notices or communications under or in respect of this Policy.

## **11 This Policy does not cover**

Any consequential loss or loss, destruction, damage or Bodily Injury due to:

1. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war rebellion, revolution insurrection mutiny, military, or usurped power, seizure, capture, arrests, restraints and detentions of all kings, princes and people of whatever nation, condition or quality what so ever;
2. Ionising radiations contamination by radio activity from any nuclear fuel from any nuclear waste from the combustion (including any self sustaining process of nuclear fission) of nuclear fuel;
3. Nuclear weapons material;
4. Wilful act by you, Your Family, Domestic Staff.
5. "Fungi", Wet or Dry Rot, or Bacteria, meaning the presence, growth, proliferation, spread or any activity of "fungi", wet or dry rot bacteria. Whenever "fungi", wet or dry rot, or bacteria occur, the fungi, wet or dry rot, or bacteria and any resulting loss is always excluded under this policy, however caused. In addition, there is no coverage to test for, monitor, clean up, remove, remediate, contain, treat, de-toxify, neutralize, or in any way respond to, or assess the effects of, "fungi", wet or dry rot, or bacteria."

### **BENEFIT: FIRE AND SPECIAL PERILS**

IN CONSIDERATION OF the Insured named in the Schedule hereto having paid to the Tata AIG General Insurance Company Limited (hereinafter called the Company) the premium mentioned in the said schedule, THE COMPANY AGREES, (Subject to the Conditions and Exclusions contained herein or endorsed or otherwise expressed hereon) that if after payment of the premium the Property insured described in the said Schedule or any part of such Property be directly destroyed or damaged by any of the perils specified hereunder during the period of insurance named in the said Schedule or of any subsequent period in respect of which the Insured shall have paid and the Company shall have accepted the premium required for the renewal of the policy, the Company shall pay to the Insured the value of the Property at the time of the happening of its destruction or the amount of such damage or at its option reinstate or replace such property or any part thereof:

#### **I. Fire**

Excluding destruction or damage caused to the property insured by

- a) (i) it's own fermentation, natural heating or spontaneous combustion.  
(ii) it's undergoing any heating or drying process.

- b) burning of property insured by order of any Public Authority.

## **II. Lightning**

## **III. Explosion/Implosion**

(Excluding loss, destruction or damage)

- a) to the boilers (other than domestic boilers), economisers or other vessels, machinery or apparatus (in which steam is generated) or their contents resulting from their own explosion/implosion,
- b) caused by centrifugal forces.

## **IV. Aircraft Damage**

Loss, Destruction or damage caused by Aircraft, other aerial or space devices and articles dropped there from excluding those caused by pressure waves.

## **V. Riot, Strike, Malicious and Terrorism Damage**

Loss of or visible physical damage or destruction by external violent means directly caused to the property insured but excluding those caused by pressure 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.
- c) permanent or temporary dispossession of any building or plant or unit or machinery resulting from the unlawful occupation by any person of such building or plant or unit of machinery or prevention of access to the same.
- d) burglary, housebreaking, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any malicious act.

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

## **Terrorism Damage Exclusion Warranty:**

Notwithstanding any provision to the contrary within the insurance it is agreed that this insurance excludes loss, damage cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement 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 organization(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.

The warranty 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.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

#### **VI. Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Innundation**

Loss, destruction or damage directly caused by Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Innundation

#### **VII. Impact Damage**

Loss of 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 for the premises or
- b) their employees while acting in the course of their employment.

### **VIII. Subsidence and Landslide including Rock slide**

Loss, destruction or damage directly caused by Subsidence of part of the site on which the property stands or Land slide/Rock slid 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 groundworks or excavations.

### **IX. Bursting and/or overflowing of Water Tanks, Apparatus and Pipes**

### **X. Missile Testing operations**

### **XI. Leakage from Automatic Sprinkler Installations**

Excluding loss, destruction or damage caused by:

- a) Repairs or alterations to the buildings or premises
- b) Repairs, Removal or Extension of the Sprinklers Installation
- c) Defects in construction known to the Insured.

### **XII. Bush Fire**

Excluding loss, destruction or damage caused by Forest Fire.

### **XIII. Earthquake (Fire & Shock)**

Loss or damage (including loss or damage by fire) tom any of the property insured by this policy occasioned by or through in consequence of earthquake including flood or overflow of the sea, lakes, reservoirs and rivers and/or Landslide/Rockslide resulting therefrom.

### **Onus of proof**

In the event of the Insured making any claim for loss or damage under this policy he must (if so required by the Company) prove that the loss or damage was occasioned by or through or in consequences of earthquake.

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

## GENERAL EXCLUSIONS

This Policy does not cover

1. First Rs.250/- in respect of each and every claim.
2. Loss, destruction or damage caused by war, invasion, act of foreign enemy hostilities or war like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
3. Loss, destruction or damage directly or indirectly caused to the property insured by
  - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - b) the radio active toxic, explosives or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
4. Loss, destruction or damage caused to the insured property 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
5. Loss, destruction or damage to bullion or unset precious stones, curios or works of art fro an amount exceeding Rs.10000/-,manuscripts, plans, drawings, securities, obligations or documents of any kind, stamps, coins or paper money, cheques, books of accounts or other business books, computer system records, explosives unless otherwise expressly stated in the policy.
6. Loss, destruction or damage caused to any electrical and/or electronic machine, apparatus, fixture or fitting (excluding fans and electrical wiring in dwellings) arising from or occasioned by over-running, excessive pressure, short circuiting, arcing, self-heating, or leakage of electricity, from whatever causing (lightning included).
7. Expenses necessarily incurred on (i) Architects, Surveyors and Consulting Engineer's Fees and (ii) Debris Removal necessarily incurred by the Insured

- following a loss, destruction or damage to the Property insured by an insured peril in excess of 3% and 1% of the claim amount respectively.
8. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
  9. Loss by theft during or after occurrence of any insured peril except a provided under Riot, Strike and Malicious Damage cover.
  10. Any Loss or damage occasioned by or through or in consequence directly or indirectly due to volcanic eruption or other convulsions of nature.
  11. Loss or damage to property insured if removed to any building or place other than in which it is herein stated to be insured, except machinery and equipment temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding 60 days.

#### **GENERAL CONDITIONS**

1. THIS POLICY shall be voidable in the event of mis-representation, mis-description or non-disclosure of any material particular.
2. All insurances under this Policy shall cease on expiry of seven days from the date of fall or displacement of any building or part thereof or of the whole or any part of any range of buildings or of any structure of which such building forms part.

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

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

3. Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the Insured, before the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the Policy by or on behalf of the Company: -
  - a) If the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building insured or containing the insured property be changed in such a way as to increase the risk of loss or damage by Insured Perils.

- b) If the building insured or containing the insured property becomes unoccupied and so remains for a period of more than 30 days.
  - c) If the interest in the property passes from the insured otherwise than by will or operation of law.
- 4. This insurance does not cover any loss or damage to property which, at the time of the happening of such loss or damage, is insured by or would, but for the existence of this Policy, be insured by any marine Policy or policies except in respect of any excess beyond the amount which would have been payable under the marine Policy or policies had this insurance not been effected.
- 5. This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the premium at customary Short period rate for the time the Policy has been in force. This insurance may also at any time be terminated at the option of the Company, on 15 day's notice to that effect being given to the Insured, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.
- 6. (i) On the happening of any loss or damage the Insured shall forthwith give notice thereof to the Company and shall within 15 days after the loss or damage, or such further time as the Company may in writing allow in that behalf, deliver to the Company.
  - a) A claim in writing for the loss or damage containing as particular an account as may be reasonably practicable of all the several articles or items or property damaged or destroyed, and of the amount of the loss or damage thereto respectively, having regard to their value at the time of the loss or damage not including profit of any kind.
  - b) Particulars of all other insurance, 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 fire 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 Conditions have been complied with.

(ii) In no case whatsoever shall the Company be liable for any loss or damage after the expiration of 12 months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration; it being expressly agreed and declared that if the Company shall disclaim liability for any claim hereunder and such claim shall not within 12 calendar months from the date of the disclaimer have been made the subject matter of a suit in a court of law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

7. 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 this Policy, or if any claim is made, until such claim 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 right 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.

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

9. If the Company as 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 elect to reinstate or replace any property the Insured shall at his own expense furnish the Company with such plans, specifications, measurements, quantities and such other particulars as the Company may require, and no acts done, or caused to be done, by the Company with a view to reinstatement or replacement shall be deemed an election by the Company to reinstate or replace.

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

10. If the property hereby insured shall at the breaking out of any fire or at the commencement of any destruction of or damage to the property by any other peril hereby insured against be collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of the Policy shall be separately subject to this condition.
11. If at the time of any loss or damage happening to any property hereby insured there be any other subsisting insurance or insurances, whether effected by the Insured or by any other person or persons covering the same property, this Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.
12. The Insured shall at the expense of the Company do and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated, upon its paying for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the Company.
13. If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the

parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

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

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

14. Every notice and other communication to the Company required by these conditions must be written or printed.
15. At all times during the Period of Insurance of this Policy the insurance cover will be maintained to the full extent of the respective Sum Insured in consideration of which upon the settlement of any loss under this Policy, pro-rata premium for the unexpired period from the date of such loss to the expiry of Period of Insurance for the amount of such loss shall be payable by the insured to the Company.

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

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

**REINSTATEMENT VALUE CLAUSE (Applicable to building only)**

In the event of the property insured under the stated items within the Policy being destroyed or damaged, the basis upon which the amount payable under (each of the said items of) the Policy is to be calculated shall be cost of replacing or reinstating on the same site or any other site with property of the same kind or type but not superior to or more extensive than the insured property when new as on date of loss, subject to the following Special Provisions and subject also to the terms and conditions of the Policy except in so far as the same may be varied hereby.

## **Special Provisions**

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

1. Until expenditure has been incurred by the Insured in replacing or reinstating the property destroyed damaged the Company shall not be liable for any payment in excess of the amount which would have been payable under the Policy if this memorandum had not been incorporated therein.
2. 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 Sun Insured thereon or at the commencement of any destruction or damage to such property by any of the perils insured against by the Policy, 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 of the Policy (if more than one) to which this memorandum applies shall be separately subject to the foregoing provisions.
3. This Memorandum shall be without force or effect if
  - a) the Insured fails to intimate to the Company within 6 months from the date of destruction or damage or such further time as the Company may ion writing allow his intention to replace or reinstate he property destroyed or damaged.
  - b) the Insured is unable or unwilling to replace or reinstate the property destroyed or damaged on the same or another site.

## **INSURANCE OF ADDITIONAL EXPENSES OR RENT FOR AN ALTERNATIVE ACCOMODATION (Applicable if opted)**

In the event of the premises described in the Policy and occupied by the insured, hereinafter referred to as 'PREMISES' being destroyed or damaged by any Insured Peril as to become unfit for occupation and the insured in consequence taking up alternative accommodation, the Company shall, subject to special conditions set out herein, indemnify the insured against the additional rent (as explained herein) which the insured is called upon to bear for the period beginning from the date of operation of any of the Insured Perils until the 'PREMISES' is rendered fit for occupation such period not

exceeding such reasonable time as is required to restore the premises with due diligence to a condition fit for occupation for the maximum indemnity period of 3 months whichever is earlier.

Provided that the liability of the Company shall not exceed the Benefit Sum Insured hereby.

Provided further that if the sum produced by applying the monthly additional rent, borne by the insured for the alternative accommodation to the maximum indemnity period is more than the Sum Insured hereby, the liability of the Company shall be proportionately reduced.

### **SPECIAL CONDITIONS:**

1. This insurance shall apply subject to the condition that the 'PREMISES' occupied by the insured, whether as owner or tenant, forms part of a building not being "Kutchha" Construction.
2. If the area of alternative accommodation taken by the insured is more than area of the PREMISES occupied by the insured, the additional rent borne by the insured for the purpose of this insurance shall be deemed to be that proportion of the additional rent actually borne by the insured as the area of the PREMISES which was in the insured's occupation bears to the area of the alternative accommodation taken by the insured. The insured shall be at liberty to take alternative accommodation in any locality so long as it is within the Municipal limit of the city or town in which the PREMISES is situated.

### **EXPLANATION**

**Additional Rent:** If the insured is the Owner-Occupant, the additional rent borne by him is arrived at after deducting the standard rent of the premises from the actual rent paid for the alternative accommodation. The standard rent shall be based on the ratable values fixed by the municipal/Revenue authorities for tax purposes.

If the insured is a tenant only and for safeguarding his legal tenancy rights is obliged to pay rent for the premises even during the period when it is not fit for occupation, the additional rent borne by him is the actual rent for the alternative accommodation.

If the insured is a tenant and is not obliged to pay rent for the premises during the period when it is not fit for occupation, the additional rent borne by him is the actual rent paid for alternative accommodation taken less the rent which he was paying for the premises immediately prior to the same being damaged or destroyed by Insured Perils and rendered unfit for occupation.

## **BENEFIT: PUBLIC LIABILITY**

### **1) What We Will Cover**

We will indemnify You against compensation and litigation expenses (incurred with Our prior written consent), which You may become legally liable to pay by virtue of Your occupation of Your Home, on account of:

- a) Accidental death or Bodily Injury to any person other than You and/or Your Family or Your Domestic Staff, subject to the Benefit Sum Insured for any one accident or series of accidents arising from any one event or cause, and for all accidents during any Period of Insurance, and
- b) Accidental damage to property of any person other than You or Your Family or Your Domestic Staff, subject to a limit of the Benefit Sum Insured for any one accident or series of accidents arising from any one event or cause, and for all accidents during any Period of Insurance, and
- c) Claims payable to You or Your Domestic Staff, under the Fatal Accidents Act 1855, Workmen's Compensation Act 1923 or any amendment thereto or common law subject to the Benefit Sum Insured.

### **2) What We Will Not Cover**

We will not make any payment under this Benefit:

- a) for Accidental death or Bodily Injury or property damage arising out of or incidental to:
  - i) Your occupation or business, trade or employment, or
  - ii) any structural alterations, additions, repairs or decorations to Your Home or
  - iii) any liability voluntarily assumed by You unless such liability would have attached to You notwithstanding such voluntary assumption, or
  - iv) Your and/or Your Family's ownership, possession, or custody of animals, vehicles, airborne or waterborne vessels or craft of any kind, or any mechanically propelled vehicle other than gardening equipment and wheelchairs, or
  - v) the transmission of any communicable disease or virus.
- b) for Accidental death, Bodily Injury or Property damage Caused by, arising out of, aggravated by or resulting from "fungi", wet or dry rot, or bacteria. This exclusion includes any liability imposed on the insured by any person and/or any

government authority for any loss or damage caused by, arising out of, aggravated by or resulting from “fungi”, wet or dry rot, or bacteria.”

## **BENEFIT: BURGLARY & THEFT**

(ON FIRST LOSS BASIS)

### **1) What We Will Cover**

We will pay You for the loss and damage caused by Burglary or Theft and/or attempted Burglary or Theft to:

- a) Your Home subject to a maximum payment of 10% of the Benefit Sum Insured or Rs.5,000/- whichever is less, and/or
- b) the Contents of Your Home up to the Benefit Sum Insured, and/or
- c) Contents that You have placed in safe custody during Your temporary absence from Your Home as long as the placement of such Contents does not exceed a total of 120 days in any one Period of Insurance, subject to a maximum payment of 10% of the Benefit Sum Insured or Rs.10,000/- whichever is less and/or,
- d) Contents that have been removed to private residential accommodation (not being Your Home) that is being occupied by You and/or Your Family for a period not exceeding 30 consecutive days in any one Period of Insurance, subject to a maximum payment of 10% of the Benefit Sum Insured or Rs.10,000/- whichever is less.

### **2) What We Will Not Cover**

We will not make payment to You under this Benefit:

- a) If the loss or damage occurs while Your Home is Unoccupied.
- b) If You and/or Your Family and/or Your Domestic Staff are directly and/or indirectly in any way involved in or concerned with the actual or attempted Burglary or Theft.
- c) In respect of any Kutcha Construction.

- d) For any loss or damage to livestock, motor vehicles, pedal cycles, money, securities for money, stamp, bullion, deeds, bonds, bills of exchange, promissory notes, stock or share certificates, business books, manuscripts, documents of any kind, unset precious stones, jewellery, valuables, ATM or credit cards (unless previously specifically declared to and accepted by Us).
- e) For the first Rs.250 of each and every claim under this Benefit.
- f) Under and for any interest in the property insured which has come into existence subsequent to this Policy having come into effect.

**BENEFIT: PURCHASE PROTECTION**

**1) What We Will Cover**

We will pay You up to the Benefit Sum Insured for new items that You purchase if the same are lost, damaged or destroyed within 30 days of the date of purchase by an insured event under “Benefit: Fire” or “Benefit: Burglary & Theft”. Further, if you inform us within 30 days of the date of purchase in the format set out below and pay us additional premium that is due for covering the item (s) under “Benefit: Fire” and “Benefit: Burglary and Theft” then it will be held covered for the remaining period of Policy (i.e. Balance period after the expiry of 30 days from the date of purchase) as well and the Benefit Sum Insured under this section will be restored till the expiry of the Policy period.”

| S.No. | Date of Purchase | Details (Please provide Serial numbers or identification numbers) | Purchase Cost (Rs.) |
|-------|------------------|---|---------------------|
|       |                  |   |                     |
|       |                  |   |                     |
|       |                  |   |                     |
|       |                  |   |                     |
|       |                  |   |                     |
|       |                  |   |                     |
|       |                  |   |                     |

**Special Condition:**

Conditions 2) f) of “Benefit: Burglary & Theft” shall not apply to this Benefit.

## **BENEFIT: BAGGAGE**

### 1) What We Will Cover

We will indemnify You for the Theft or Accidental loss, damage or destruction any where in India of personal baggage accompanying and belonging to You and/or Your Family on a trip undertaken outside of the municipal limits of the village, town, or city, in which You and/or Your Family ordinarily reside.

### 2) What We Will Not Cover

We will not make payment to You under this Benefit:

- a) For loss, damage or destruction:
  - i) due to cracking, scratching or breakage of lens or glass whether part of any equipment or otherwise to any item of a fragile or brittle nature (whether part of the item lost, damaged or destroyed or otherwise) unless the loss, damage or destruction is caused by an accident involving the mode of transport of such item;
  - ii) to any item of a perishable and/or consumables nature;
  - iii) to any item being conveyed by any carrier under a contract of affreightment;
  - iv) to any loose item (including clothing) being worn or carried about during the trip;
  - v) of any electrical item caused by misuse, use other than in accordance with the manufacturer's recommendation, defect, excessive pressure, short circuiting, arcing or by the effects of electricity from whatever cause (including lightning);
  - vi) of any money, securities, stamps, business books or documents, jewellery, watches, furs, precious metals, precious stones, gold or silver ornaments, travel tickets, cheques and bank drafts;
  - vii) to personal baggage that is not within the care, custody or control of You and/or Your Family;
  - viii) to personal baggage caused by rat, fungus, insects or vermin
  - ix) caused by or arising from the leakage, spilling or explosion of liquids, oils or similar materials, or articles of a dangerous or damaging nature.

- b) For the loss of personal baggage from a car unless such loss occurred by violent and visible means from an enclosed saloon car that had its windows closed and locked and other security devices, if any, properly applied.
- c) For more than the sole value of an item comprising part of a pair or set, without reference to any special value which such item may have had as a part of such pair or set and not more than a proportionate part of the value of the pair or set.
- d) The first Rs.250 of each and every claim under this Benefit.

## **BENEFIT: AUDIO AND AUDIO VISUAL APPLIANCES**

### **1) What We Will Cover**

We will indemnify You in respect of:

- a) loss or damage occasioned to the Audio And Audio Visual Appliances as stated in the Schedule whilst contained or fixed in Your Home by:
  - i) fire, lightning, the explosion of domestic gas cylinders;
  - ii) the bursting or overflowing of water from water tanks or pipes;
  - iii) aircraft or articles dropped therefrom;
  - iv) riot, strike or malicious act;
  - v) Burglary and/or Theft;
  - vi) Accidental external means;
  - vii) mechanical or electrical breakdown;
- b) all sums that You may become legally liable to pay as litigation expenses (if incurred with Our prior written consent) and compensation in respect of Accidental damage to property belonging to another, or Accidental death or Bodily Injury to any person other than You, Your Family or Your Domestic Staff arising out of an Accident happening through or in connection with the Audio And Audio Visual Appliances or to a breakdown or defect in the Audio And Audio Visual Appliances or breaking or collapse of the internal fittings or mast forming part of the Audio And Audio Visual Appliance subject to a limit of

Rs.25,000/- in any one Period of Insurance provided, however, that such compensation has not already been claimed under any other Benefit of this Policy.

- c) damage to Your property or that which is in Your custody or control, caused by the breakage or collapse of the antenna fittings or mast forming part of the Audio And Audio Visual Appliances, in so far as such property is not otherwise insured and subject to a limit of Rs.3000/- in any one Period of Insurance.

## **2) What We Will Not Cover**

We will not make payment under this Benefit loss or damage:

- a) to the external antenna or fittings by Burglary and/or Theft;
- b) caused by or arising out of the erection, repair or dismantling of the Audio And Audio Visual Appliances;
- c) for which the manufacturer or supplier of the Audio And Audio Visual Appliances is responsible;
- d) arising out of any liability voluntarily assumed by You unless such liability would have attached to You notwithstanding such voluntary assumption;
- e) arising out of the process of cleaning, maintenance or repair;
- f) to records, discs, cassettes or tapes;
- g) to heads, optical sensors;
- h) arising from natural wear and tear;
- i) arising out of the misuse of or use other than in accordance with manufacturer's recommendation of, or use of any accessory which has not been approved by the manufacturer with the Audio And Audio Visual Appliances;
- j) the first 1% of the Benefit Sum Insured (subject to a minimum of Rs.250/-) of each and every claim.
- k) Loss or damage caused by atmospheric or climatic changes, moths, insects and vermin.

## **3) Special Conditions Applicable to this Benefit in Addition to the General Conditions**

- a) If the part required for the repair or replacement of the Audio And Audio Visual Appliances is not readily in India, We may, in our sole and absolute discretion, instead pay either:

- i) the price for the part quoted in the latest catalogue or price list issued by the manufacturer or his agent in India, or
  - ii) if no such catalogue or price list exists, the price for such part quoted by the manufacturer in its country of origin plus the relevant import duty, and, in either case, the reasonable cost of fitting such part.
- b) In the case of a total loss of picture tube (in case of Television) by risks that You have taken cover for from Us, Our payment to You will be reduced by depreciation calculated at 10% per annum from the date of manufacture of the television set, subject to maximum depreciation of 50% of the replacement cost of the picture tube.
- c) In all other cases involving replacements of parts our payments to you will be reduced by depreciation calculated at 5% per annum from the date of manufacture of the appliances subject to maximum depreciation of 50% on the parts replaced.

### **BENEFIT: BREAKDOWN OF DOMESTIC APPLIANCES**

#### **1) What We Will Cover**

We will indemnify You against repair costs (both parts and labour) occasioned by the unforeseen and sudden mechanical and/or electrical breakdown of Your domestic appliances specified in the Schedule whilst contained in or fixed at Your Home.

#### **2) What We Will Not Cover**

We will not make payment under this Benefit in respect of:

- a) the cost of repair associated with any malfunction for which the manufacturer or supplier of the domestic appliances is responsible;
- b) the cost of transport to and from Your Home and a repair centre;
- c) the cost of repair associated with an item for which cover is available under any other operative section of this Policy;
- d) the cost of repair associated with breakdown occasioned by natural wear and tear;
- e) the cost of repair associated with Accidental loss or damage to your domestic appliances;

- f) the cost of repair associated with any appliances that has been modified in any manner or is used for Business or Business Purposes;
- g) the cost of repair associated with loss or damage caused by or in the process of cleaning, maintenance, repair, dismantling;
- h) Loss or damage caused by atmospheric climatic changes, moths, insects, and vermin;
- i) the cost of repair associated with the detention, seizure or confiscation by Public Authorities of Your domestic appliances;
- j) the cost of repair associated with the misuse of or use other than in accordance with manufacturer's recommendation of Your domestic appliances;
- k) the cost of repair associated with the application of incorrect or abnormal electrical supply to Your domestic appliances or the permanent or temporary interruption of electricity supply;
- l) the first 1% of Benefit Sum Insured or Rs.250, whichever is the greater of each and every claim.

### **3) Special Conditions Applicable to this Benefit in Addition to the General Conditions**

In the case of a total loss by risks that You have taken cover for from Us, Our payment to You will be reduced by depreciation calculated at 10% per annum from the date of manufacture, subject to a maximum depreciation of 50% of the replacement cost.

### **BENEFIT: PERSONAL ACCIDENT**

#### **1) What We Will Cover**

We will pay You or Your assigns the sum set out below if You and/or members of Your Family, all aged between 12 and 70 years on the happening of the insured event, sustain Bodily Injury anywhere in the world solely and directly caused by Accident:

1. If such Bodily Injury is the sole and direct cause of death within 12 calendar months of the Bodily Injury, the Benefit Sum Insured per person.
2. If such Bodily Injury causes disablement and is within 12 calendar months of the Bodily Injury, the sole and direct cause of the total and irrevocable loss of:
  - a) the sight of both eyes, or the Physical Separation of 2 entire hands or 2 entire feet, or 1 entire hand and 1 entire foot, or the loss of sight of 1 eye

and Physical Separation 1 entire hand and 1 entire foot, the Benefit Sum Insured per person;

- b) the use of 2 hands or 2 feet, or of 1 hand and 1 foot, or the loss of sight of 1 eye and 1 hand or 1 foot, the Benefit Sum Insured per person;
  - c) the sight of 1 eye or of the Physical Separation of 1 entire hand, 50% of the Benefit Sum Insured per person;
  - d) the use of 1 hand or 1 foot without Physical Separation, 50% of the Benefit Sum Insured per person;
3. If such Bodily Injury is the immediate sole and direct cause of the permanent and absolute inability to engage in any occupation or profession due to disability, the Benefit Sum Insured per person;
4. If such Bodily Injury is, within 12 calendar months of the Bodily Injury, the sole and direct cause of the total and irrevocable loss of use of or of the actual loss by Physical Separation of the following, then the percentage of the Benefit Sum Insured per person detailed below:
5. In the event of Your death or that of any other member of Your Family away from Your ordinary place of residence, We shall reimburse the expenses incurred in transporting Your mortal remains to Your ordinary place of residence, subject to a maximum of 2% of the Benefit Sum Insured per person or Rs.2,000/-, whichever is less.
6. If You do not make a claim under this Benefit during this Period of Insurance, and You renew this Policy with Us within 30 days of its expiry, then We shall increase the Benefit Sum Insured per person for 1) 1 and 1) 2 by 5% per subsequent Period of Insurance until it stands 50% higher than the current the Benefit Sum Insured per person.

## **2) What We Will Not Cover**

We will not make payment under this Benefit:

- a) for any more than one of the benefits listed at 1)2a) to 1)2d) inclusive in respect of the same Bodily Injury;
- b) in respect of any death, disablement or Bodily Injury caused by, contributed to by or howsoever arising from Your and/or Your Family's:
  - i) use or misuse of any drugs, alcohol or solvents;
  - ii) actual or attempted suicide, whether assisted or not;

- iii) intentionally self-inflicted injury;
  - iv) engagement in dangerous activities;
  - v) mounting into, dismounting from or traveling in any craft other than as a fare paying passenger on a scheduled flight;
  - vi) sexually transmitted diseases;
  - vii) insanity;
  - viii) mental disorder or psychosomatic dysfunction;
  - ix) commission of any actual or attempted illegal or unlawful act;
  - x) pregnancy, aggravated or prolonged childbirth or in consequence thereof.
- c) the aggravation of any injury, sickness or disease for which medical care, treatment, or advice was recommended by or received from a physician or from which You and/or Your Family suffered or which was present before the recommendation of the Period of Insurance.

**Special Conditions Applicable to this Benefit in Addition to the General Conditions**

You and/or Your Family or Your assignees or personal legal representative must:

- a) If an event of Bodily Injury occurs that may reasonably be expected to result in a claim, give Us immediate notice followed by a written notice within 7 days and provide Us with a medical certificate detailing the Bodily Injury;
- b) If an event of death arising out of Bodily Injury occurs, give Us written notice immediately;
- c) Within a period of 14 days, at Your own cost, provide Us all medical and other information and documentation that We may require in the format that we specify.
- d) Permit any medical or other agent retained by Us to make an examination of the personal claiming Bodily Injury or its consequences when and so often as may reasonably be required and, in the event of death, arrange for a post-mortem examination, in either case at Your expense and within a period of 14 days of Our request.

**Note:** Physical Separation means as regards the hand actual separation at or above the wrist, and as regards the foot means actual separation at or above the ankle.

|     | <b>DETAILS</b>                             | <b>PERCENTAGE OF SECTION SUM INSURED</b>           |
|-----|--|--|
| 1.  | LOSS OF TOES – ALL                         | 20   |
|     | GREAT-BOTH PHALANGES                       | 5  |
|     | GREAT-ONE PHALANX                          | 2  |
|     | TOE LOST EACH                              | 1  |
| 2.  | LOSS OF HEARING- BOTH EARS                 | 50   |
| 3.  | LOSS OF HEARING- ONE EAR                   | 15   |
| 4.  | LOSS OF FOUR FINGERS AND THUMB OF ONE HAND | 40   |
| 5.  | LOSS OF FOUR FINGERS                       | 35   |
| 6.  | LOSS OF THUMB-BOTH PHALANGES               | 25   |
|     | -ONE PHALANX                               | 10   |
| 7.  | LOSS OF INDEX FINGER- THREE PHALANGES      | 10   |
|     | - TWO PHALANGES                            | 8  |
|     | -ONE PHALANX                               | 4  |
| 8.  | LOSS OF MIDDLE FINGER                      |  |
|     | - THREE PHALANGES                          | 6  |
|     | - TWO PHALANGES                            | 4  |
|     | -ONE PHALANX                               | 2  |
| 9.  | LOSS OF RING FINGER                        |  |
|     | - THREE PHALANGES                          | 5  |
|     | - TWO PHALANGES                            | 4  |
|     | -ONE PHALANX                               | 2  |
| 10. | LOSS OF LITTLE FINGER                      |  |
|     | - THREE PHALANGES                          | 4  |
|     | - TWO PHALANGES                            | 3  |
|     | -ONE PHALANX                               |  |
| 11. | LOSS OF METACARPALS –FIRST OR SECOND       | 3  |
|     | LOSS OF METACARPALS –THIRD, FOURTH, FIFTH  | 2  |
| 12. | ANY OTHER PERMANENT PARTIAL DISMEMBERMENT  | PERCENTAGE AS ASESSED BY THE MEDICAAL PRACTITIONER |