

HOME SECURE POLICY WORDINGS

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HOME SECURE POLICY WORDINGS

Whereas the Insured has made to Future Generali India Insurance Company Ltd (hereinafter called the "Company"), a proposal which is hereby agreed to be the basis of this Policy and has paid the premium specified in the Schedule, now the Company agrees, subject always to the following terms, conditions, exclusions, and limitations, to indemnify the Insured in excess of the amount of the Deductible and subject always to the Sum Assured against such loss as is herein provided.

Definitions

The following words or terms shall have the meaning ascribed to them wherever they appear in this Policy, and references to the singular or to the masculine shall include references to the plural and to the female wherever the context so permits:

1. **"Policy Period"** means the period between the commencement date and the expiry date shown in the Schedule.
2. **"Insured"** means the person named in the Schedule and, for the Purposes of Cover 8, shall additionally mean those persons (if any) specified in the Schedule as benefiting from under that Cover.
3. **"Insured Premises"** means the property named in the Schedule so long as the use of the same is restricted to solely domestic purposes.
4. **"Schedule"** means the Schedule attached to and forming part of this Policy.
5. **"Plate Glass"** means the glass described in Schedule.
6. **"Burglary"** means the unforeseen and unauthorised entry to or exit from the Insured Premises by aggressive and detectable means with the intent to steal Contents there from.
7. **"Contents"** means the items specified in the Schedule.
8. **"Valuables" means:**
 - gold or silver or any precious metals or articles made from any precious metals;
 - watches or Jewellery or Precious Stones or models or coins or curios, sculptures,
 - manuscripts, stamps, collections of stamps, rare books, medals, moulds, designs or any other collectibles;
 - deeds, ATM cards, credit cards, charge cards, bonds, bills of exchange, bank, treasury or promissory notes, cheques, money, securities, or any other negotiable instrument;
9. **"Family"** means the Insured's spouse and children under the age of 21 if ordinarily resident with the Insured.
10. **"Policy"** means the proposal, the Schedule, the Policy documents and any endorsements attaching to or forming part thereof either on the effective date or during the Policy Period.
11. **"Accident"** or "Accidental" means a sudden, unintended, fortuitous visible and external event.
12. **"Bodily Injury"** means physical bodily harm or injury, but does not include any mental sickness, disease or illness.
13. **"Physician"** means a qualified medical practitioner holding a valid and subsisting license, granted by the appropriate licensing authority, and acting within the scope of his license.
14. **"Permanent Total Disability"** means a Physician certified total, continuous and permanent:
 - loss of sight of both eyes;
 - physical separation of or loss of ability to use both hands or both feet,
 - physical separation of or loss of ability to use one hand and one foot;
 - loss of sight on one eye and physical separation of or loss of ability to use either one hand or one foot.
15. **"Sum Assured"** means the amount stated in the Schedule, which is the maximum amount (regardless of the number of

amount of claims made or the number of the Insureds who make a claim) for any one claim and in the aggregate for all claims for which the Company will make payment in relation to the Cover to which the Sum Assured relates during the Policy Period.

16. **"Deductible"** means the amount stated in the Schedule which shall be borne by the Insured in respect of each and every Claim made under this Policy. The Company's liability to make any payment under the Policy is in excess of the Deductible.
17. **"Damages"** means monetary sums payable pursuant to judgments or awards and/or settlements negotiated by or on behalf of the Insured, but shall not include fines, penalties, punitive damages, exemplary damages, non-pecuniary relief, taxes, or any other amount for which an Insured is not financially liable, or which is without legal recourse to the Insured, or any matter that may be or be deemed to be uninsurable under Indian law.
18. **"Electronic Equipment"** shall mean the items as specified in the Schedule and which are contained or fixed at or in the Insured Premises.
19. **"Household Staff"** means person employed by the Insured to carry out domestic duties at or in regard to the Insured premises, but does not include any persons employed in any capacity in relation to the Insured's trade or business.
20. **"Jewellery"** means the items of Jewellery specified in the Schedule.
21. **"Precious Items"** means the items specified in the Schedule.
22. **"Property Damage"** means actual physical damage to tangible material property belonging to a third person.
23. **"We, us, our"** means Future Generali India Insurance Company Limited.
24. **"You, your"** means The person (or people) named in the schedule, their domestic partner and members of their family (or families) who are permanently living with them

COVERS

(Cover 1 is compulsory, however you can opt for either Cover 1A or 1B or both together)

On the happening of any insured event as provided for hereunder arising during the Policy Period and notified as prescribed, We will make payment as provided for under each Cover but only up to the Sum Assured as specified in the Schedule against each Cover or each sub-limit of the Sum Assured, as the case may be.

Cover 1

Protection of Your Assets Against Fire & Allied Perils

I-A Buildings

We will indemnify You in respect of loss of or damage to the Building specified in the Schedule against perils mentioned below:

I-B Contents (Excluding Valuables)

We will indemnify You in respect of loss of or damage to the Contents on the first loss basis in the Insured Premises specified in the Schedule against perils mentioned below:

Perils-

1. **Fire:** Excluding destruction or damage caused to the property insured by:
 - a) 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:** Excluding loss, destruction or damage:
 - a) to 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.
4. **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.
5. **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:
 - 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 or 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.
6. **Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation:** Loss destruction or damage directly caused by storm, cyclone, typhoon, tempest, hurricane, flood or inundation excluding those resulting from volcanic eruption or other convulsions of nature.
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
 - a) not belonging to or owned by:
 - b) the **Insured** or any occupier of the premises or their employees while acting in the course of their employment.
8. **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 slide 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. **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 Sprinkler Installation
 - c) Defects in construction known to the Insured.

12. **Bush Fire,** excluding loss, destruction or damage caused by Forest Fire.

13. Earthquake – Fire and Shock

14. **We** will also indemnify **You** in respect of the accidental loss of or damage to **Contents** not insured elsewhere whilst temporarily removed from the **Insured Premises** and in transit as accompanied baggage anywhere in India to other premises to be used by **You** or **Your Family** as a temporary residence, or to other premises where **You** shall have placed any **Contents** for the purposes of safe custody during the course of his temporary absence from the **Insured Premises**, provided that:

such absence does not exceed 120 days in the aggregate in any one Policy Period, and **Our** liability in respect of removed **Contents** shall not exceed 10 % of the **Sum Assured** hereunder.

- **We** shall not be liable for 5% of the claim amount for each and every claim arising out of Act of God perils (Lightning, Storm, Flood, Tempest, Inundation and the like, Subsidence, Landslide and Rockslide, Earthquake).
- Special Condition: Average: If the value of the **Insured Premises** and **Contents** hereby insured shall at the time of any insured event be collectively of greater value than the **Sum Assured** thereon then **You** shall be considered **Your** own insurer of the difference and shall bear a rateable proportion of the loss or damage. Every item, if more than one, shall be separately subject to this Special Condition. However, if the **Sum Assured** is at the time of an insured event not less than 85% (eighty five percent) of the collective value of the **Insured Premises** and **Contents**, this condition shall be of no purpose and effect.

I-C Cost of alternative accommodation

If the home is damaged by any cause listed under Section "I-A" and **You** cannot live there, **We** will pay **You** reasonable accommodation expenses, up to the limit shown in the schedule, until the home is fit to live in.

I-D Loss of rent

If the home is damaged by any cause listed under Section "I-A" and **You** cannot live there, **We** will pay **You** loss of rent, up to the limit shown in the schedule, until the home is fit to live in.

I-E Terrorism: As per endorsement enclosed if opted

I-F Purchase Protection

We will indemnify you in respect of additional purchase made up to the amount mentioned in the schedule and as per coverages of Section I-A up to 90 days from the date of purchase.

I-G Deeds

We will pay the cost of preparing new title deeds to the home (up to amount mentioned in the schedule) if they are lost or damaged by any of the causes listed under Section I-A (Building & Contents) of this policy.

I-H Emergency Storage of Contents (Household Removal)

I-H1 **We** will provide cover for loss of or damage to contents while being moved by professional furniture removers from the home to **Insured's** new permanent home (including temporary storage in a furniture depository for up to seven days in a row) in the India.

I-H1 **We** will not cover loss or damage to: money, coins,

jewellery, furs, items of gold or platinum, precious stones, securities (bonds and share certificates), stamps, deeds or documents of any kind.

I-I Guest or visitors property

We will indemnify the loss or damage occurred to property belonging to guest or visitor due to causes mentioned in section I-A.

II-I Enhanced cover during family event

- 1.1 **We** will increase the sum insured for contents section by the amount specified in the schedule for losses during any month in which insured celebrate a religious festival to cover gifts and food bought for the occasion.
- 1.2 **We** will increase the sum insured for contents by the amount specified in the schedule for losses during the 30 days before and 30 days after wedding day in the event of a wedding of You or Your Children.

Basis of Loss Settlement

Where the **Insured Premises** and/or **Contents** can reasonably be repaired or reinstated at a cost less than the replacement cost then **We** will indemnify **You** in respect of the expenses necessarily incurred to restore the aforementioned to its state immediately prior to the happening of the actual loss or damage due to insured peril.

In the case of a total loss, **We** shall indemnify **You** in respect of the restoration or replacement costs. **We** shall not be bound to reinstate or restore exactly or completely, but only as permitted by the circumstances and in a reasonably sufficient manner and to the state that existed immediately prior to the happening of loss or damage due to insured peril.

Section-II

Burglary and Theft

II – A Contents

II – B Purchase Protection

II – C Deeds

II – D Enhanced Cover during family events

- II-A1 **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.
- II-A2 **We** will indemnify the **You** in respect of loss of or damage to the **Insured Premises** or **Contents** or any part thereof whilst contained in the **Insured Premises** caused by actual or attempted **Burglary and or Theft**.
- II-A3 **We** will also indemnify **You** in respect of the loss of or damage to **Contents** not **Insured** elsewhere caused by actual or attempted **Burglary** whilst temporarily removed from the **Insured Premises** and in transit as accompanied baggage anywhere in India to other premises to be used by **You** or **Your Family** as a temporary residence, or to other premises where **You** shall have placed any **Contents** for the purposes of safe custody during the course of his temporary absence from the **Insured Premises**, provided that:
- II-A4 Such absence does not exceed 120 days in the aggregate in any one **Policy Period**, and
- II-A5 **Our** liability in respect of removed **Contents** shall not exceed 10 % of the **Sum Assured** hereunder.
- II-A6 **Specific Exclusions Applicable to Cover**

We shall not be liable for and no indemnity is available hereunder in respect of:

- II-A6.1 any consequential losses, or any loss or damage caused by actual or attempted **Burglary and/ or theft**;
- II-A6.2 where **You** or any member **Your Family** is or is alleged to be concerned or implicated;
- II-A6.3 to livestock, motor vehicles and pedal cycles;
- II-A6.4 to **Valuables** and/or **Jewellery** and/or **Precious Items**, unless specifically stated in the **Schedule**.
- II-A7 **Basis of Loss Settlement**
- II-A7.1 Where the **Insured Premises** and/or **Contents** can reasonably be repaired or reinstated at a cost less than the replacement cost then **We** will indemnify **You** in respect of the expenses necessarily incurred to restore the aforementioned to its state immediately prior to the happening of the actual or attempted **Burglary**.
- II-A7.2 In the case of a total loss, **We** shall indemnify **You** in respect of the restoration or replacement costs. **We** shall not be bound to reinstate or restore exactly or completely, but only as permitted by the circumstances and in a reasonably sufficient manner and to the state that existed immediately prior to the happening of the **Burglary**.
- II-A7.3 If the value of the **Insured Premises** and **Contents** hereby insured shall at the time of any insured event be collectively of greater value than the **Sum Assured** thereon then **You** shall be considered **Your** own insurer of the difference and shall bear a ratable proportion of the loss or damage. Every item, if more than one, shall be separately subject to this Condition.

Section – III

Protection of Your Valuables

III-A Jewellery & Precious Items - All Risks

III-A1 **We** will indemnify **You** in respect of the accidental loss of or damage to **Jewellery** and/or **Precious Items** anywhere in India. **Our** liability in respect of any one item in any one **Policy Period** will not individually or in the aggregate exceed the sub-limit of the **Sum Assured** set against such item in the **Schedule**.

III-A2 Specific Exclusions Applicable to Section – I

We shall not be liable for and no indemnity is available hereunder in respect of:

- III-A2.1 loss or damage due to cracking, scratching or breakage of lens or glass whether part of any **Jewellery** and/or **Precious Items** or otherwise or to china, marble, and other articles of a brittle or fragile nature unless such loss or damage arises from an accident to a railway, train, ship, aircraft or other mechanised vehicle by which such **Jewellery** and/or **Precious Item** is being carried by **You**;
- III-A2.2 loss or damage caused by any process of cleaning, dyeing, repairing or restoring to which the **Jewellery** and/or **Precious Item** is subjected;
- III-A2.3 loss or damage caused by moth or vermin;
- III-A2.3 loss or damage caused by mechanical derangement or over winding of watches and clocks;

III-A2.4 theft from any car except from a fully enclosed saloon car having all of its doors and windows closed and locked and any other security devices properly applied;

III-A2.4 loss or damage whilst the **Jewellery** and/or **Precious Items** being conveyed by any carrier under a contract of affreightment.

III-A3 Basis of Loss Settlement

III-A3.1 Where the loss or damage can reasonably be repaired or reinstated at a cost less than the replacement cost then, **We** will indemnify **You** in respect of the expenses necessarily incurred to restore the **Jewellery** and/or **Precious Item** to its state immediately prior to the happening of the insured event.

III-A3.2 In the case of a total loss, **We** shall indemnify **You** in respect of the restoration or replacement costs. **We** shall not be bound to reinstate or restore exactly or completely, but only as permitted by the circumstances and in a reasonably sufficient manner and to the state that existed immediately prior to the happening of the insured event.

III-A3.3 If the value of the **Jewellery** and/or **Precious Item** hereby insured shall at the time of any insured event be collectively of greater value than the **Sum Assured** thereon then **We** shall be considered his own insurer of the difference and shall bear a rateable proportion of the loss or damage. Every item, if more than one, shall be separately subject to this Condition.

III-A3.4 **We** shall not be liable to make payment for more than the intrinsic cash value of any item in respect of which a claim is made and, where an item is part of a pair or set, **Our** payment shall be made without any reference to any particular value that such item may have had as a part of such pair or set.

No one article or pair of articles is deemed to be worth more than 10% of the **Sum Assured** under this Section unless its value is specifically and separately stated in the **Schedule**

III-B Contents of Safe Deposit Box in bank - All Risks

We will indemnify **You** in respect of valuable items / contents kept in Safe deposit box in bank excluding cash, so lost, destroyed or damaged, by Fire, Riot and Strike, Theft or Accident, from any fortuitous cause, any time during the period of this insurance and within the limits stated in the Schedule hereto, provided always that the liability of the Company shall in no case exceed the Sum Insured on each item or on the whole the Total Sum Insured hereby. This section is subject to exclusions mentioned in section III-A

Basis of Loss Settlement

III-B.1 Where the loss or damage can reasonably be repaired or reinstated at a cost less than the replacement cost then, **We** will indemnify **You** in respect of the expenses necessarily incurred to restore the **Jewellery** and/or **Precious Item/ or other item** to its state immediately prior to the happening of the insured event.

III-B.2 In the case of a total loss, **We** shall indemnify **You** in respect of the restoration or replacement costs. **We** shall not be bound to reinstate or restore exactly or completely, but only as permitted by the circumstances and in a reasonably sufficient manner and to the state that existed immediately prior to the happening of the insured event.

III-B.3. **We** shall not be liable to make payment for more than the intrinsic cash value of any item in respect of which a claim is made and, where an item is part of a pair or set, **Our** payment shall be made without any reference to any particular value that such item may have had as a part of such pair or set.

III-C Portable Computer – All Risk excluding Breakdown

We will indemnify **You** to the extent of the intrinsic value of portable computers anywhere in the World, so lost, destroyed or damaged, by Fire, Riot and Strike, Theft or Accident, from any fortuitous cause, any time during the period of this insurance and within the limits stated in the Schedule hereto, provided always that the liability of the Company shall in no case exceed the Sum Insured on each item or on the whole the Total Sum Insured hereby.

We shall not be liable in respect of:-

- 1) Damage caused by any process of cleaning, dyeing or bleaching, restoring, repairing or renovation or deterioration arising from wear and tear, moth, vermin, insects or mildew or any other gradually operating cause.
- 2) Breakage, cracking or scratching of crockery, glass, cameras, binoculars, lenses, sculptures, curios, pictures, musical instruments, sports gear and similar articles of brittle or fragile nature, unless caused by fire or accident to the means of conveyance.
- 3) Loss or damage caused by mechanical or electrical derangement/breakdown of any article unless caused by accidental external means.
- 4) Overwinding, denting or internal damage of watches and clocks.
- 5) Loss or damage to money, securities, manuscripts, deeds, bonds, bills of exchange, promissory notes, stock or share certificates, stamps, travel tickets, travellers' cheques, business books or documents.
- 6) Theft from any car except car of fully enclosed saloon type having at the time all the doors, windows and other openings securely locked and properly fastened.
- 7) Any loss or damage arising through delay, detention or confiscation by Customs or other authorities..
- 8)
 - a) Loss or destruction of or damage to any property whatsoever (including computer) or any loss or expense whatsoever resulting or arising therefrom;
 - b) Any legal liability of whatsoever nature;
 - c) Any consequential loss;

directly or indirectly caused by or contributed to by or consisting of or arising from the incapacity or failure of any computer

- i) to treat any date before, during or after the year 2000 as the correct date or true calendar date, or correctly or appropriately to recognize manipulate interpret process store receive or to respond to any data or information, or to carry out any command or instruction, in regard to or in connection with any such date or
- ii) to capture save retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer, being a command which causes the loss of data or the inability to capture save retain or correctly to process such data in regard to or in connection with any such date.

A computer includes any computer, data processing equipment, microchip, integrated circuit or similar device or any computer software tools operating system or any computer hardware or peripherals and the information or data stored in or on any of the above, whether the property of the Insured or not.

- 9) Loss damage or consequential loss directly or indirectly caused by, consisting of, or arising from:
 - a) any functioning or malfunctioning of the internet or similar facility, or of any intranet or private network or similar facility,
 - b) any corruption, destruction, distortion, erasure or other

loss or damage to data, software, or and kind of programming or instruction set,

- c) loss of use or functionality whether partial or entire of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic, and any ensuing liability or failure of the Insured to conduct business.

This shall not exclude subsequent damage not otherwise excluded which itself results from an insured peril.

- 10) 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.

Basis of Loss Settlement

- III- C.1 Provided that the **Sum Assured** in respect of each item specified in the **Schedule** shall be equal to the cost of replacement of the same with new property of the same kind and capacity, the basis of loss settlement shall be as follows:
- III-C.2 Where an insured item can reasonably be repaired or reinstated at a cost less than the replacement cost then, **We** will indemnify **You** in respect of the expenses necessarily incurred to restore such item to its state immediately prior to the happening of the insured event.
- III- C.3 In the case of a total loss, **We** shall indemnify **You** in respect of the restoration or replacement costs up to the sub-limit of the **Sum Assured** set against such item in the **Schedule**, subject to depreciation of 25% per annum from the date of manufacture up to a maximum of 75% depreciation.
- III-C.4 If the value of the **item** hereby insured shall at the time of any insured event be collectively of greater value than the **Sum Assured** thereon then **You** shall be considered **Your** own insurer of the difference and shall bear a rateable proportion of the loss or damage. Every item, if more than one, shall be separately subject to this Special Condition

Section – IV

Protection of Your Electronic Equipments

IV-A Audio Visual Equipments (Electronic Equipments) – All Risk

We will indemnify **You** against:

- IV.A1 the repair or replacement costs in respect of any **Electronic Equipment** caused by any unforeseen and sudden physical loss (except a cause specifically excluded), provided that **Our** liability in respect of any one **Electronic Equipment** item in any one **Policy Period** will not individually or in the aggregate exceed the sublimit of the **Sum Assured** set against such item in the **Schedule**, if there is no specific Sum Insured limit set against individual item, our maximum liability for any one item of electronic equipment will not exceed 25% of the total sum insured for this section
- IV.A2 all sums that **You** may become legally liable to pay as litigation expenses (defense costs if incurred with **Our** prior written consent and, if ordered, claimant's costs) and compensation in respect of accidental damage to property in which **You** or **Your Family** or employee has no interest, or accidental death of or physical bodily injury to persons other than **You**, **Your Family** or employee arising out of an accident happening through or in connection with the item of **Electronic Equipment** or to a breakdown or defect in the same, subject to a limit of Rs.25,000/- for any and all claims in any one **Policy Period**.

IV.A3 Specific Exclusions Applicable

We shall not be liable for and no indemnity is available hereunder in respect of:

- IV.A3.1 any fault or defect of which **You** were or ought reasonably to have been aware at the commencement of the **Policy Period**, regardless of whether such was or should have been known **Us**;
- IV.A3.2 loss or damage for which the manufacturer or supplier is responsible;
- IV.A3.3 loss or damage caused to any item of **Electronic Equipment** older than 10 years from the date of manufacture;
- IV.A3.4 loss or damage due to or consequent upon wear and tear, gradual deterioration, atmospheric or climatic conditions, rust, corrosion, moth, vermin or insect;
- IV.A3.5 any costs incurred in connection with the maintenance of the **Electronic Equipment**, including parts replaced in the course of such maintenance operations;
- IV.A3.6 any costs incurred in connection with the elimination of functional failures unless such failures were caused by an indemnifiable event hereunder;
- IV.A3.7 loss or damage caused by or arising out of the willful acts or willful gross negligence of **You** and/or **Your Family**;
- IV.A3.8 the cost of transporting the **Electronic Equipment** to and from the place of repair;
- IV.A3.9 loss of or damage to any **Electronic Equipment** by perils insurable under other Cover of this **Policy**;
- IV.A3.10 loss or damage to mobile phones or other similar communication devices

IV-A4 Basis of Loss Settlement

- IV-A4.1 Provided that the **Sum Assured** in respect of each item specified in the **Schedule** shall be equal to the cost of replacement of the same with new property of the same kind and capacity, the basis of loss settlement shall be as follows:
- IV-A4.2 Where an **Insured** item can reasonably be repaired or reinstated at a cost less than the replacement cost then, **We** will indemnify **You** in respect of the expenses necessarily incurred to restore such item to its state immediately prior to the happening of the insured event.
- IV-A4.3 In the case of a total loss, **We** shall indemnify **You** in respect of the restoration or replacement costs up to the sub-limit of the **Sum Assured** set against such item in the **Schedule**, subject to depreciation of 20% per annum from the date of manufacture up to a maximum of 60% depreciation.
- IV-A4.4 If the value of the **Electronic Equipment** hereby insured shall at the time of any insured event be collectively of greater value than the **Sum Assured** thereon then **You** shall be considered **Your** own insurer of the difference and shall bear a rateable proportion of the loss or damage. Every item, if more than one, shall be separately subject to this Special Condition.
- IV-A4.5 **You** shall bear the first 10% or Rs.2,500/- (whichever is higher) of any claim concerning computers, and the first 10% or Rs.500/- (whichever is higher) of any claim concerning any other item of **Electronic Equipment**.

IV- A4. Where there is no individual item sum insured, condition of average as mentioned in IV-A4.4 shall not be applicable provided the total sum insured for this section is at least 66% of the total replacement value of this insured electronic equipment in the insured premises.

IV-B Computers (Electronic Equipments) – All Risk

Coverages and exclusions is same as Section IV-A

Section V

Protection of Your Household Mechanical / Electrical Equipments

V-A Household Appliances – Breakdown

V-A1 **We** will indemnify **You** against the repair or replacement costs arising from the unexpected mechanical or electrical breakdown of Domestic Appliances whilst contained in or fixed at the **Insured Premises**, provided that **Our** liability in respect of any one Domestic Appliance item in any one **Policy Period** will not individually or in the aggregate exceed the sub-limit of the **Sum Assured** set against such item in the **Schedule**, if there is no specific Sum Insured limit set against individual item, our

maximum liability for any one item of household appliance will not exceed 25% of the total sum insured for this section

V-A2 Specific Exclusions Applicable to Section IV-A and

We shall not be liable for and no indemnity is available hereunder in respect of:

- V-A2.1 loss or damage caused by or arising out of the willful act, error or omission of **You** or **Yours Family**, or willful gross negligence;
- V-A2.2 loss or damage due to faults existing at the time of commencement of this insurance of which **You were** or should have been aware, and, regardless of whether such faults or defects were known to **Us** or not;
- V-A2.3 loss or damage for which the manufacturer or supplier of the Domestic Appliance is responsible under a guarantee or warranty;
- V-A2.4 the cost of transport of the Domestic Appliance to and/or from the place of repair;
- V-A2.5 loss of or damage to any Domestic Appliance by perils covered under any other Cover;
- V-A2.6 loss or damage caused by wear and tear;
- V-A2.7 loss or damage to mobile phones or similar communication devices

V-A3 Basis of Loss Settlement

VA3.1 Provided that the **Sum Assured** in respect of each item specified in the **Schedule** shall be equal to the cost of replacement of the same with new property of the same kind and capacity, the basis of loss settlement shall be as follows:

V-A3.2 Where an insured item can reasonably be repaired or reinstated at a cost less than the replacement cost then, **We** will indemnify **You** in respect of the expenses necessarily incurred to restore such item to its state immediately prior to the happening of the insured event.

V-A3. In the case of a total loss, **We** shall indemnify **You** in respect of the restoration or replacement costs up to the sub-limit of the **Sum Assured**

set against such item in the **Schedule**, subject to depreciation of 10% per annum from the date of manufacture up to a maximum of 50% depreciation.

V-A3.3 If the value of the **Domestic Appliances** hereby insured shall at the time of any insured event be collectively of greater value than the **Sum Assured** thereon then **You** shall be considered **Your** own insurer of the difference and shall bear a rateable proportion of the loss or damage. Every item, if more than one, shall be separately subject to this Special Condition

V-A3.4 **You** shall bear 1% of the sub-limit of the **Sum Assured** set against the Domestic Appliance, or Rs.50/-, whichever is higher, in respect of each and every claim.

V-A3.5 Where there is no individual item sum insured, condition of average as mentioned in VA3.3 shall not be applicable provided the total sum insured for this section is at least 66% of the total replacement value of this insured household appliances in the insured premises.

Section - VI

Protection for You and your Family

VI-A Accidental Compensation (Personal Accident) – Death/ PTD/ PPD

VI-A In the event of any **Accidental Bodily Injury** sustained by **You** anywhere in the world during the **Policy Period**, **We** will make payment as provided for below.

VI-A1.1 Coverage Part A: Death

VI-A1.2 **We** will pay the **Sum Assured** in the event of **Accidental Bodily Injury** causing the **Insured's** death within 12 months of the **Accidental Bodily Injury** being sustained, whereupon this Coverage Part 8 insofar as it relates to that Insured shall expire.

VI-A1.3 **We** will also, in addition to the **Sum Assured**, pay up to 2% of the **Sum Assured** or Rs.5,000/- (whichever is lower) towards the cost of transporting the **Insured's** remains from the place of death to the hospital/ residence and/or cremation and/or burial ground.

VI-A2 Coverage Part B: Permanent Total Disability

VI-A2.1 In the event of **Accidental Bodily Injury** causing the **Insured's Permanent Total Disability** within 12 months of the **Accidental Bodily Injury** being sustained, **We** will pay 125% of the **Sum Assured**, whereupon this Coverage Part 8 insofar as it relates to that Insured shall expire.

VI-A2.2 If the **Insured** was suffering from any permanent disability prior to the date upon which **Accidental Bodily Injury** was sustained, then **Our** liability to make payment hereunder shall be reduced by the extent of the same, as advised by **Our** medical advisors.

VI-A3 Coverage Part C: Permanent Partial Disability

VI-A3.1 In the event of **Accidental Bodily Injury** causing the **Insured's** Permanent Partial

Disability as mentioned in the PPD Table below within 12 months of the **Accidental Bodily Injury** being sustained, **We** will pay the percentage of the **Sum Assured** specified for each and every form of impairment mentioned in the PPD Table:

PPD Table

an arm at the shoulder joint	70 %
an arm above the elbow joint	65 %
an arm beneath the elbow joint	60 %
A hand at the wrist	55 %
A thumb	20 %
an index finger	10 %
any other finger	5 %
a leg above mid-thigh	70 %
A leg up to mid-thigh	60 %
A leg up to beneath the knee	50 %
A leg up to mid-calf	45 %
A foot at the ankle	40 %
A large toe	5 %
any other toe	2 %
an eye	50 %
hearing of one ear	30 %
hearing of both ears	75 %
Sense of smell	10 %
Sense of taste	5 %

- VI-A3.2 If the **Accidental Bodily Injury** causes the **Insured's** Permanent Partial Disability within 12 months of the **Accidental Bodily Injury** being sustained other than as specified in the PPD Table above, **Our** liability to make payment shall be as follows:
- VI-A3.3 In the case of the **Insured** suffering partial loss or functional impairment of one of the body parts or sensory organs mentioned in the PPD Table, **We** will pay a corresponding proportion of the percentages specified in the PPD Table, as advised by **Our** medical advisors.
- VI-A3.4 In the case of the **Insured's** Permanent Partial Disability of a nature not detailed in the PPD Table, **We** will pay a proportion of the **Sum Assured** by reference to the degree to which the **Insured's** normal functional physical capacity has been impaired, as advised by **Our** medical advisors.
- VI-A3.5 If the **Insured** was suffering from any Permanent Partial Disability prior to the date upon which **Accidental Bodily Injury** was sustained, then **Our** liability to make payment hereunder shall be reduced by the extent of the same as advised by **Our** medical advisors.
- VI-A3.6 If the **Accidental Bodily Injury** sustained by the **Insured** causes a subsequent claim by the **Insured** under Coverage Parts A or B, then this Coverage Part shall not be operative and the amounts payable under either Coverage Parts A or B shall be reduced by the amount of any payment made under this Coverage Part.

VI-A4 Specific Exclusions

No indemnity is available hereunder and no payment will be made by **Us** for any claim directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following:

- VI-A4.1 suicide, attempted suicide or self inflicted injury or illness;
- VI-A4.2 any mental dysfunction or disorder, or psychosomatic dysfunction or disorder;
- VI-A4.3 the use or misuse of any drugs, alcohol or hallucinogens;
- VI-A4.4 stroke, epileptic fit or other cramp like attacks or convulsions unless caused by an insured event under this Cover;
- VI-A4.5 deliberate or intentional criminal act of the **Insured**;
- VI-A4.5 any accident resulting from war (whether declared or not), civil war, invasion, act of foreign enemies, rebellion, revolution, insurrection, mutiny, military or usurped power, seizure, capture, arrest, restraint or detention, confiscation or nationalisation or requisition of or damage by or under the order of any government or public local authority;
- VI-A4.6 any consequential losses of any kind, and/or any actual or alleged legal liability of **You**;
- VI-A4.7 whilst engaging in aviation or ballooning, whilst mounting into, dismounting from or travelling in any balloon or aircraft other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world;
- VI-A4.8 any accident suffered by the **Insured** on account of his participation as the driver, co-driver or passenger of a motor vehicle during motor racing or trial runs;
- VI-A4.9 any accident caused either directly or indirectly by nuclear energy, radiation;
- VI-A4.10 curative treatments or interventions that the **Insured** performs or has had performed on his body;
- VI-A4.11 venereal or sexually transmitted disease;
- VI-A4.12 HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or mutant derivatives or variations thereof however caused;
- VI-A4.13 pregnancy, resulting childbirth, miscarriage, abortion, or complication arising out of any of the foregoing;
- VI-A4.14 the **Insured's** participation in any naval, military or air force operations whether in the form of military exercises or war games or actual engagement with the enemy, whether foreign or domestic.
- VI-A4.15 If **We** assert that by reason of these Exclusions any claim is not covered by this **Policy**, the burden of proving that such claim is covered shall be upon **You**.

VI-A5 Special Conditions Applicable same as VI-A

It is a condition precedent to **Our** liability under this **Policy** that in the event of any **Accidental Bodily Injury** that may give rise to a claim:

- VI-A5.1 **You** shall immediately and in any event within 14 days provide the **Company** with written notification of a claim, and

- VI-A5.2 **You** shall immediately and without any delay, consult a **Physician** and follow such advice and treatment that the **Physician** might recommend, and
- VI-A5.3 **You** shall take every other reasonable step and/or measure to minimise the consequences of the **Bodily Injury**, and
- VI-A5.4 **You** shall immediately and in any event within 14 days provide **Us** with written notification of any other claim that may be made under any operative Coverage Part caused by the **Accidental Bodily Injury**, and
- VI-A5.5 In the event of the **Insured's** death, written notice accompanied by a copy of the post mortem report (if any) is given to **Us** within 14 days (regardless of whether any other notice might already have been given to **Us**), and
- VI-A5.6 **You** shall expeditiously provide **Us** with or arrange for **Us** to be provided with any and all information and documentation in respect of the Claim and/or **Our** liability hereunder that may be requested, and submit himself for examination by **Our** medical advisors as often as may be considered necessary by **Us**.

VI- A6 Accidental Hospitalisation– Cost of Hospitalisation

- VI-A6.1 In the event of an admitted claim for **Accidental Bodily Injury** sustained by the **Insured** and requiring immediate hospitalisation, **We** will pay **You** a daily allowance of Rs.1,000/- for each complete calendar day that the **Insured** is medically required to be so hospitalised, up to a maximum 30 days from the date that such **Bodily Injury** was sustained.
- VI-A6.2 **We** shall not be liable to make any payment for any stay by the **Insured** in any clinic, rest home, convalescent home for the aged or mentally disturbed, sanatorium, or similar institution.

Section VII

Protection against Your Liability

VII-A Your Legal Liability As a Tenant - Tenants Legal Liability

- VII-A1 **We** will provide cover up to amount specified in schedule if **You** are legally responsible as a tenant for:
- VII-A2 loss of or damage to the home or Insured's landlord's fixtures and fittings by any of causes listed in Section-I;
- VII-A3 accidentally broken fixed glass which forms part of the buildings (including glass in solar-panel units and fixed baths, shower trays, shower screens, bidets, wash basins, splash backs, pedestals, sinks, toilet pans and cisterns) and their fixtures and fittings; or
- VII-A4 accidental damage to cables or underground pipes Providing services to or from the buildings, or septic tanks and drain inspection covers.
- VII-A5 **We** will not cover loss or damage caused by:
- VI-A5.1 wear, tear, settlement or shrinkage, vermin, insects, fungus, the weather, or anything which happens gradually; faulty materials, design or workmanship; building work which

involves alterations, renovations, extensions or repairs; or subsidence or heave of the land the home is on (or landslip). We will also not cover loss or damage while the home is unfurnished.

VII-B Domestic Workers Compensation

VII- B1 We will indemnify **You** against:

- VII-B1.1 **Your** legal liability to pay compensation under the Fatal Accidents Act 1855, the Workmen's Compensation Act 1923 or any amendment thereto or under common law in respect of personal injury by accident or disease sustained by domestic workers employed by **You**.

VII-C Public Liability

VII-C1 We will indemnify **You** against:

- VII-C1.1 **Your** legal liability to pay **Damages** for civil claims of **Bodily Injury** or **Property Damage** arising out of **Your** use, ownership or occupation of the **Insured Premises** for solely domestic purposes and caused by the negligent act, error or omission of **You, Your Family** or **Your Household Staff**, save that no indemnity is available hereunder for any liability that may be incurred under the Public Liability Insurance Act 1991 or any other statute or law based on no fault or strict liability, or for any civil claim brought by the **You** or **Your Family**; and

VII-C1.2 as the keeper and owner of domestic pets.

VII-B2 Specific Exclusions Applicable Public Liability

- No indemnity is available hereunder and no payment will be made by **Us** for any claim directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following:
- VII-B2.1 any voluntarily assumed liability unless such liability would have attached to **You** in the absence of such agreement;
- VII-B2.2 any liability arising out of a deliberate, willful or intentional act, error, omission, or non-compliance with any statutory provision;
- VII-B2.3 liability arising out of the ownership, possession or use by or on behalf of **You** or **Your Family** or **Household Staff** of any motor vehicle or trailer for which compulsory insurance is required, save that cover shall be provided for claims arising out of **Bodily Injury** or **Property Damage** caused by the loading or unloading of any motor vehicle or trailer beyond the limits of any carriageway or thoroughfare;
- VII-B2.4 liability arising out of the ownership, possession or use by or on behalf of **You** or **Your Family** or **Household Staff** of any watercraft, hovercraft, air- or spacecraft;
- VII-B2.5 any interest and/or penalty imposed on **You** on account of **Your** failure to comply with the requirements laid down under the Workmen's Compensation Act 1923 or any amendment thereto;
- VII- B2.6 the transmission of any communicable disease or virus;
- VII-B2.7 occupation or business, trade or employment.

SECTION – VIII

Enhanced Protection covers (Other Covers)

VIII-A Baggage – All Risk

VIII- A1 **We** will indemnify **You** and/or **Your Family** in respect of the accidental loss of, destruction of or damage caused to personal baggage accompanying **You** and/or **Your Family** or for which **You** are responsible whilst travelling anywhere in India beyond 25 km radius of the insured premises.

VIII-A2 Specific Exclusions Applicable

We shall not be liable for and no indemnity is available hereunder in respect of:

VIII-A2.1 loss or damage due to cracking scratching or breakage of lens or glass whether part of china, marble, gramophone records or otherwise and other articles of a brittle or fragile nature, unless such loss or damage arises from an accident to a vessel, train, or other mechanised vehicle or aircraft by which such baggage is conveyed by **You** and/or **Your Family**;

1.2.1 loss or damage caused by or any process of cleaning, dyeing repairing or restoring to which the baggage is subjected;

1.2.2 loss or damage caused by moth, mildew or vermin;

1.2.3 loss or damage to any electrical machines, apparatus, fixtures or fittings (including wireless sets, radio, television sets and tape recorders) arising from over running, excessive pressure, short circuiting arcing self heating or leakage or electricity from whatever cause (lightning included);

1.2.4 loss or damage caused by mechanical derangement or over winding of watches and clocks;

1.2.5 theft from cars except from fully enclosed saloon cars having all the doors, windows and other openings securely locked and properly fastened, and any other security aid properly applied;

1.2.6 loss or damage whilst being conveyed by any carrier under contract of affreightment;

1.2.7 loss of or damage to **Jewellery** or **Valuables**;

1.2.8 loss of or damage to article which did not form part of the **Contents** of the baggage when the journey commenced unless specifically declared and accepted by **Us**;

1.2.9 loss or destruction of or damage to baggage of a consumable nature;

1.2.10 loss of or damage to carried loose articles such as sticks, straps, umbrellas, sunshades, deck chairs, property in use on the journey or articles of clothing whilst being worn on the person or carried about;

1.2.11 loss destruction or damage caused by or arising from the leakage spilling or exploding of liquid, oils or material of a like nature or articles of a dangerous or damaging nature;

1.2.12 any tour or travel undertaken within the municipal limits of the village, town or city wherein **You** and/or **Your Family** member are permanently resides.

1.3 Basis of Loss Settlement

1.3.1 Where an insured item can reasonably be repaired or reinstated at a cost less than the replacement cost then, **We** will indemnify **You** up to the **Sum Assured** in respect of the expenses necessarily incurred to restore such item to its state immediately prior to the happening of the insured event.

1.3.2 In the case of a total loss, **We** shall indemnify **You** in respect of the restoration or replacement costs up to the **Sum Assured**.

VIII-B Plate Glass – All Risk

1.4 **We** will indemnify **You** in respect of any accidental loss of or damage caused to **Plate Glass** at the **Insured Premises** subject to limit of indemnity mentioned in schedule.

1.5 In the event of an accepted claim under 3.1, **We** will also indemnify **You** in respect of the reasonable cost of erecting any temporary boarding necessitated by such loss or damage to **Plate Glass**, and repairing and reinstating Frames and Framework necessitated by such loss or damage to **Plate Glass**, but subject to a maximum payment of Rs.5,000/- for each and every claim.

1.6 Specific Exclusions Applicable to Cover 3

We shall not be liable for and no indemnity is available hereunder in respect of loss or damage:

1.6.1 occurring during the course of any alteration, removal or repair to the **Plate Glass**;

1.6.2 comprising the breakage of lettering unaccompanied by the breakage of or damage to **Plate Glass**;

1.6.3 comprising the disfiguration or scratching of or damage to **Plate Glass** other than a fracture extending through the entire thickness of the **Plate Glass**;

1.6.4 any **Plate Glass** other than **Plate Glass** of plain and ordinary glazing quality, unless specifically stated otherwise in the **Schedule**;

1.6.5 breakage of **Plate Glass** not completely and securely fixed;

1.6.6 any consequential damage or losses, whether of a financial or property nature or by reason of personal injury, and any legal liability of **Yours**;

1.6.7 loss of or damage that is insured under any other Cover herein;

1.6.8 any loss or damage that is the subject of insurance under **Ours** plate glass or other insurance policy.

1.7 Basis of Loss Settlement

1.7.1 **We** may, in its sole and absolute discretion, repair, replace or reinstate the **Plate Glass** to a condition equivalent to that which existed immediately prior to the insured event as an alternative to making payment to **You**.

1.7.2 If **We** opt to make payment to **You**, then the payment will be assessed by reference to the cost of replacing the **Plate Glass** with glass of plain and ordinary glazing quality, unless specifically stated otherwise in the **Schedule**. Where any **Plate Glass** is no longer in production, the payment will be assessed by reference to the latest available price that was being charged by reputable manufacturers for the same or similar Plate Glass.

1.7.3 If the value of the **Plate Glass** hereby insured shall at the time of any insured event be collectively of greater value than the **Sum Assured** thereon then **You** shall be considered **Your** own insurer of the difference and shall bear a rateable proportion of the loss or damage. Every item, if more than one, shall be separately subject to this Condition.

VIII-C Pedal Cycle –

1.8 **We** will indemnify **You** against:

1.8.1 the repair or replacement costs in respect of the Pedal Cycle caused by any unforeseen and sudden physical loss (except a cause specifically excluded), provided that **Our** liability in respect of any one Pedal Cycle in any one

Policy Period will not individually or in the aggregate exceed the sub-limit of the **Sum Assured** set against such item in the **Schedule**, and

Loss of credit cards not reported to card company within 24 hours of discovering it.

1.8.2 all sums that **You** may become legally liable to pay as litigation expenses (defence costs if incurred with **Our** prior written consent and, if ordered, claimant's costs) and compensation in respect of accidental damage to property in which **You** or **Your Family** or employee has no interest, or accidental death of or bodily injury to persons other than **You, Your Family** or employee arising out of an accident happening through or in connection with the Pedal Cycle, subject to a limit of Rs.30,000/- for any and all claims in any one **Policy Period**.

VIII-G Veterinary Cost – Road Accident

We will reimburse you the necessary cost of Veterinary doctors due an unforeseen accident caused to your pet dog up to limit specified in the schedule.

EXCLUSIONS APPLICABLE TO ALL SECTIONS

No indemnity is available hereunder and no payment will be made by **Us** for any claim directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following:

1.9 Specific Exclusions Applicable to Cover 6

We shall not be liable for and no indemnity is available hereunder in respect of:

- 1.9.1 any accident, loss damage or liability caused by or through or in connection with the use of any Pedal Cycle for hire or reward or outside India;
- 1.9.2 damage caused by over loading, strain or mechanical breakdown;
- 1.9.3 loss of or damage to accessories by theft unless the Pedal Cycle is stolen at the same time;
- 1.9.4 loss, damage or liability occurring whilst the Pedal Cycle is being used for competition, racing or pace making.

1. Loss or damage whether direct or indirect arising from War, Warlike operations, Act of Foreign Enemy, Hostilities (whether war be declared or not), Civil war, rebellion, Insurrection, Civil Commotion, Military or Usurped Power, Seizure, Capture, confiscation, Arrests Restraints and Detainment by the order of any Government or any other authority.

In any action suit or other proceedings where the Company alleges that by reason of the above provisions any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered, shall be upon the Insured.

2. Loss or damage caused by depreciation or wear and tear.
3. Consequential loss of any kind or description.
4. Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to nuclear weapons material by or arising from or in consequence of or contributed to by ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel (including any self-sustaining process of nuclear fission).
5. Terrorism Damage Exclusion Warranty: Notwithstanding any provision to the contrary within this 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 warranty 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.

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.

1.10 Cover 6 Basis of Loss Settlement

1.10.1 Where the Pedal Cycle can reasonably be repaired or reinstated at a cost less than the replacement cost then, **We** will indemnify **You** in respect of the expenses necessarily incurred to restore such item to its state immediately prior to the happening of the insured event.

1.10.2 In the case of a total loss, **We** shall indemnify **You** in respect of the replacement costs up to the sub-limit of the **Sum Assured** set against such item in the **Schedule**.

1.10.3 **You** shall bear the first 1% or Rs.50/- (whichever is higher) of the **Sum Assured** in respect of each and every claim.

1.11 Cover 6 Special Condition

If left unattended, the Pedal Cycle must be properly locked and secured.

VIII-D ATM Cash Withdrawal – All Risk

We will indemnify **you** up to the Limit of Indemnity specified in the Schedule for the loss In Transit of Money whilst carried by You after withdrawal from ATM machine, caused by Robbery, Theft or hold up during your journey from the ATM to your residence or office or bank or any other destination where you are traveling to.

VIII-F Credit Card/ Debit Card (Loss or Theft) – Fraudulent Use

1.12 **We** will indemnify **You** in respect of loss of credit card or debit card if they are used by someone without **Your** permission following a loss or theft.

1.13 Cover is provided for credit and debit cards held for domestic purposes up to the limit shown in the schedule.

1.14 Policy will not cover for:-

Loss caused by mistakes.

Loss not reported to police. Or

GENERAL CONDITIONS APPLICABLE TO ALL COVERS

1. Due Observance

The due observance of and compliance with the terms, provisions, warranties and conditions of this **Policy** insofar as they relate to anything to be done or complied with by **You** and/or **Your Family** shall be a condition precedent to any liability of **Us** under this **Policy**.

2. Reasonable Care

You shall:

- 2.1. take all reasonable steps to safeguard the **Contents** and the **Insured Premises** against any insured event;
- 2.2. take all reasonable steps to prevent a claim from arising under this **Policy**;
- 2.3. ensure that any security system or aid is maintained in accordance with any maintenance schedule or recommendations of the manufacturer or if none then as may be required, and kept in good and effective working condition;
- 2.4. when the **Insured Premises** are left unattended ensure that all means of entry to or exit from the **Insured Premises** have been properly and safely secured and any security system or aid has been properly deployed.

3. Duties and Obligations after Occurrence of an Insured Event

It is a condition precedent to **Our** liability under this **Policy** that, upon the happening of any event giving rise to or likely to give rise to a claim under this **Policy**:

- 3.1. **You** shall immediately and in any event within 14 days

give written notice of the same to the address shown in the **Schedule** for this purpose, and in case of notification of an event likely to give rise to a claim to specify the grounds for such belief, and

- 3.2. in respect of Cover 1, and any other claim under any other Cover as advised by **Us**, immediately lodge a complaint with the police detailing the items lost and/or damaged and in respect of which **You** intend to claim, and provide a copy of that written complaint, the First Information Report and/or Final Report to **Us**, and
- 3.3. **You** shall within 28 days deliver to **Us** its completed claim form detailing the loss or damage that has occurred and an estimate of the quantum of any claim along with all documentation required to support and substantiate the amount sought from **Us**, and
- 3.4. **You** shall expeditiously provide **Us** and its representatives and appointees with all the information, assistance, records and documentation that they might reasonably require, and
- 3.5. **You** shall not admit liability or settle or make or promise any payment in respect of any claim which may be the subject of indemnity hereunder, or incur any costs or expenses in connection therewith, without the written consent of **Us** which shall be entitled to take over and conduct in the name of **You** the defence and/or settlement of any such claim, for which purpose **You** shall give all the information and assistance that **We** may reasonably require.

4. Contribution

If, at the time of any Claim, there is, or but for the existence of this **Policy**, would be any other policy of indemnity or insurance in favour of or effected by or on behalf of **Us** applicable to such claim, the then **We** shall not be liable to pay or contribute more than its rateable proportion of any loss or damage.

5. Subrogation

You and any claimant under this **Policy** shall at the expense of **Us** do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by **Us** for the purpose of enforcing any civil or criminal rights and

necessary or required before or after **Your** indemnification by **Us**.

6. Fraud

If **You** or any claimant under this **Policy** shall make or advance any claim knowing the same to be false or fraudulent as regards amount or otherwise, this **Policy** shall be void and all claims or payments hereunder shall be forfeited.

7. Cancellation

- 7.1. The Company may at any time cancel the Policy on grounds of misrepresentation, non-disclosure of material facts, fraud, non-cooperation by insured by sending thirty days' notice in writing to the insured at his last known address in which case the Company shall return to the insured a proportion/ pro-rata portion of the premium corresponding to the unexpired period of insurance provided that if no claim has been paid under the policy.
- 7.2. The policy may also be cancelled by the insured at any time by giving fifteen days' notice in writing to the Company and in such event the Company shall allow refund of premium at Company's short period premium calculation as given below provided no claim has occurred up to the date of cancellation.

For a period not exceeding	retained by the Company
15 days	10%
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%
Above 9 months	The full Annual Premium

8. Dispute Resolution

- 8.1. Any and all disputes or differences, which may arise under or in relation to this **Policy**, including its interpretation or the quantum of any **Claim** shall be referred to arbitration and to a sole arbitrator to be appointed in accordance with Arbitration and Conciliation Act, 1996, within a period of 30 days of either **We** or **You** giving notice in this regard.

remedies or obtaining relief or indemnity from other parties to which **We** shall be or would become entitled or subrogated upon **Us** paying for or making good any loss or damage under this **Policy** whether such acts and things shall be or become

- 8.2. The applicable law in and of the arbitration shall be Indian law.
- 8.3. The expenses of the arbitrator shall be shared between the parties equally and such expenses along with all reasonable costs in the conduct of the arbitration shall be awarded by the arbitrator to the successful party, or where no party can be said to have been wholly successful, to such party, as substantially succeeded.
- 8.4. It is agreed condition precedent to any right of action or suit upon this **Policy** that an award by such arbitrator or arbitrators shall be first obtained.
- 8.5. In the event that these arbitration provisions shall be held to be invalid then all such disputes shall be referred to the exclusive jurisdiction of the Indian Courts.

9. Notices

- 9.1. Any and all notices and declarations for the attention of **Us** shall be submitted in writing and shall be delivered to the address specified in the **Schedule**.
- 9.2. **Any** and all notices and declarations for the attention of **You** shall be posted to **Your** address stated in the **Schedule**.

10. Governing Law

The construction, interpretation and meaning of the provisions of this **Policy** shall be determined in accordance with Indian law. The section headings of this **Policy** are included for descriptive purposes only and do not form part of this **Policy** for the purpose of its construction or interpretation.

11. Entire Contract

The **Policy** constitutes the complete contract of insurance.

No change or alteration in this Policy shall be valid or effective unless approved in writing by Us, which approval shall be

evidenced by an endorsement on the Policy.

12. Territorial Limits

This **Policy** covers insured events arising during the **Policy Period** within India (save in respect of Cover 8). **Our** liability to make any payment shall be to make payment within India and in Indian Rupees only.

13. Maintenance of Sum Assured

You agree that the **Sum Assured** reflects and shall be maintained at a level representing the replacement value of any property insured under this **Policy**, and in the case of Cover 10: Buildings this shall mean the complete rebuilding cost (inclusive of all fees and expenses).

14. Renewal Clause

This **Policy** may be renewed by mutual consent every year and in such event, the renewal premium shall be paid to **Us** on or before the date of expiry of the **Policy** or of the subsequent renewal thereof. However **We** shall not be bound to give notice that such renewal premium is due.

