

**SHRIRAM GENERAL INSURANCE COMPANY LTD**

**HOUSEHOLDER UMBRELLA INSURANCE POLICY**

WHEREAS the Insured named in the Schedule hereto has made to Shriram General Insurance Company Limited (hereinafter called "the Company") a proposal and declaration which shall be the basis of the contract and be deemed to be incorporated herein for the insurance hereinafter contained and has paid or agreed to pay the premium stated herein.

The Company hereby agrees subject to the terms and conditions contained bearing or endorsed or otherwise expressed hereon that if the insured shall sustain LOSS or DAMAGE at any time during the period of insurance stated bearing or any subsequent period in respect of which the insured shall have paid or agreed to pay and the Company shall have accepted or agreed to accept the premium required for the renewal thereof, the Company will pay to the insured the value, at the time of happening of such LOSS, of the property so lost or the amount of such damage specified herein but not exceeding in any one period of insurance in respect of each of the several items specified herein the sum set opposite thereto respectively.

**GENERAL CONDITIONS**

1. **Notice:** Every notice and communication to the Company required by the policy shall be in writing to the office of the Company through which this insurance is effected.
2. **Mis-description:** This Policy shall be void and all premium paid thereon shall be forfeited to the Company in the event of misrepresentation misdescription or non-disclosure of any material particular.
3. **Reasonable Care:** The insured shall take all reasonable steps to safeguard the property insured against any loss or damaged. The insured shall exercise reasonable care that only competent employees are employed and shall take all reasonable precautions to prevent all accidents and shall comply with all statutory or other regulations.
4. **Cancellation :** The Company may at any time by seven days notice in writing cancel this Policy, in which case the Company shall return to the insured a proportion of the last premium corresponding to the unexpired period of insurance.

This Policy may also be terminated at any time at the request of the insured in which case the Company will retain the premium for the period this Policy has been in force at the short period scales of rates as per Fire Tariff, if no claim has been reported during policy period.

5. Claims Procedure:
- (i) The Insured shall upon the occurrence of any event giving rise or likely to give rise to a claim under this policy:
    - (a) Give immediate notice thereof to the Company and shall within Fourteen (14) days thereafter furnish to the Company at his own expenses detailed particulars of the amount of loss or damage together with such explanations and evidence to substantiate the claim as the Company may reasonably require.
    - (ii) If the insured named in the Schedule shall sustain any bodily injury requiring treatment at any Clinic, Nursing Home or Hospital in respect of which a claim is or may be made hereunder prompt written notice thereof shall be given to the Company as soon as possible but in any event within Fourteen days of the date of injury. If the insured shall die, notice of death shall be given by the legal representative(s) forthwith. All certificates, information and evidence whether from a Medical Attendant or otherwise required by the Company shall be furnished at the expense of the insured or his legal representatives and shall be in such form and of such nature as the Company may prescribe. The Insured Person must immediately after the occurrence of a accident which may be the subject of a claim hereunder obtain medical treatment, failing which the Company will not be liable for any consequence thereof.
    - (iii) The insured shall upon the occurrence of any event giving rise or likely to give rise to a claim under the policy give immediate notice thereof to the company.
6. **Contribution:** In the event of any loss, damage, covered by this Policy (except PA) there shall be any other insurance covering the same loss, damage, or expenses whether effected by the insured or not, this Policy shall pay only so much of the excess of such loss, damage, liability or expenses as is not recoverable under such other insurance, subject always to the limitations of this Policy.
7. If any claim under this policy shall be in any respect fraudulent or if any fraudulent means or device are used by the insured or any one acting on the insured's behalf to obtain any benefit under this policy, all benefits under the policy shall be forfeited.
8. **Indemnity:** The Company may at its option reinstate, replace or repair the property or premises lost or damaged or any part thereof instead of paying the amount of loss or damage or may join with any other insurer in so doing but the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and in no case shall the Company be bound to spend more in reinstatement than it would have cost to reinstate such property as it was at the time of occurrence of such loss or damage nor more than the Sum insured by the Company thereon.
9. **Average:** (Section I and II): If the property hereby insured shall at the time of any loss or damage be collectively of greater value than the Sum Insured thereon then the Insured shall be considered as being his own insurer for the difference and shall bear a ratable proportion of the loss or damage accordingly.

10. Arbitration and Disclaimer : If any dispute or difference shall arise as to the quantum to be paid under the 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 hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that award by such arbitrators or umpire of the amount of the loss or damage shall be first obtained."

11. **Limitation:** It is also hereby expressly agreed and declared that if the Company shall disclaim liability to the Insured for any claim herein under, and such claim shall not, within 12 calendar months from the date of such 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.
12. **Observation of Terms and Conditions.** The due observance and fulfillment of the terms, conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the insured shall be a condition precedent to any liability of the Company to make any payment under this Policy.

### GENERAL EXCEPTIONS

The Company shall not be liable in respect of:

1. Loss damage, liability or expenses, whether direct or indirect occasioned by happening through or arising from any consequences of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion revolution, insurrection military or usurped power or civil commotion or loot or pillage in connection therewith.
2. Loss or damage caused by depreciation or wear and tear.
3. Consequential loss of any kind or description.
4.
  - a) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.
  - b) This insurance does not cover loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this Condition only combustion shall include any self-sustaining process of nuclear fission.

**SECTION I - FIRE & ALLIED PERILS**  
**BUILDING, FURNITURE, FIXTURE, FITTINGS & CONTENTS**  
**(Excluding jewellery and Valuables)**

The Company will indemnify the insured in respect of loss of or damage to the contents/Building/flat whilst contained in the insured premises by:

I. Fire

Excluding destruction or damage caused to the property by

- (a) (i) Its own fermentation, natural heating or spontaneous combustion.
- (a) (ii) Its undergoing any heating or drying process.
- (b) Burning of property insured by order of any Public Authority.

II. Lightning

III. Explosion / Implosion

Excluding destruction or damage caused to the boilers (other than domestic boilers), economisers or other vessels in which steam is generated, machinery or apparatus subject to centrifugal force by its own explosion/implosion.

IV. Aircraft Damage

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

V. Riot, Strike, Malicious and **terrorist 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 retarding 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 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 or 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.

VI. Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation

VII. Impact Damage

Impact by any Rail/Road vehicle or animal by direct contact not belonging to or owned by

- a) The Insured or any occupier of the premises or
- b) Their employees while acting in the course of their employment

VIII. Subsidence and Landslide including Rock slide

Destruction or damage 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 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 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.

XII. Bush Fire

Excluding destruction or damage caused by Forest Fire.

XIII. Earthquake (Including loss or damage by fire)

#### **COMPULSORY DEDUCTABLE (EXCESS)**

- a) The first 5% of each & every claim subject to a minimum of Rs. 10,000/- in respect of each & every loss arising out of "Act of God Perils" such as lightning STFI, Earthquake, Subsidence & Landslide & Rockslide covered under the policy.
- b) The first Rs. 10,000/- for each & every loss arising out of other perils in respect of which insured is indemnified by this policy.

#### **SPECIAL EXCEPTIONS**

The Company shall not be liable in respect of:

- a) Loss of or damage to money, securities, stamps, stamp collections, bullion, livestock, motor vehicles and pedal cycles.
- b) Loss of damage of deeds, bonds, bill of exchange, promissory notes shares and stock certificates, business books manuscripts documents of any kind. Unset precious stones and jewellery and valuables, unless specifically declared and covered.

#### **SECTION II - BURGLARY AND HOUSEBREAKING (Excluding Money and Valuables)**

The Company will indemnify the Insured in respect of loss or damage to the contents whilst contained in the Insured premises by Burglary housebreaking.

#### **SPECIAL EXCEPTIONS**

The Company shall not be liable in respect of:

- (i) Loss or damage by Burglary and/or Housebreaking where any employee of the insured or member of the Insured's family is concerned as principal or accessory.
- (ii) Loss of or damage to livestock, motor vehicles and pedal cycles.
- (iii) Loss or damage to money, securities for money, stamps, bullion, deeds, bonds, bills of exchange, promissory notes, stock and share certificates, business books, manuscripts, documents of any kind, unset precious stones and jewellery and valuables, unless specifically declared.

**SECTION III - (a) TV/Video (b)MBD of other domestic appliances**

The Company will indemnify the insured in respect of:

1. Loss of or damage to the Television Apparatus described in the Schedule whilst contained or fixed in the insured premises by:
  - a) Fire lightning, explosion of gas in domestic appliances.
  - b) Bursting and overflowing of water tanks, apparatus or pipes.
  - c) Aircraft or articles dropped therefrom.
  - d) Earthquake fire and/or shock.
  - e) Flood, Inundation, Typhoon, Storm, Tempest, Hurricane, Tornado and Cyclone.
  - f) Riot, Strike, Malicious, terrorist Act.
  - g) Burglary and/or House breaking.
  - h) Accidental external means
  - i) Mechanical or Electrical breakdown.

Provided that the liability of the company in respect of such loss or damage in any one period of insurance is limited to the amount specified in the schedule.

**DEFINITION**

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

**EXCESS**

The Insured shall bear upon himself 1% of the sum insured in respect of each domestic appliance separately of each and every loss or damage in respect of which a claim is admitted under this policy.

**SPECIAL EXCEPTIONS**

The Company shall not be liable in respect of:

- a) Loss of or damage to External antenna or fittings by theft unless the Television Apparatus is also stolen at the same time.
- b) Loss of or damage caused by or arising out of or traceable to erection, repairing or dismantling of the Television Apparatus.
- c) Loss of or damage for which the manufacturer or supplier of the Television apparatus is responsible either by and / or contract.
- d) Liability assumed by the Insured by Agreement unless such liability could have affected to the insured notwithstanding such agreement.

**SECTION IV - Loss of Cash due to Assault to Insured: AOA/AOY=5000/5000**

Money Insurance provides a shield against loss of cash due to assault to insured.

The Company will indemnify the Insured in respect of

- a) Loss by accident of misfortune/assault (to insured only) whilst the insured money is in his hands.

**SPECIAL EXCEPTION**

The Company shall not be liable in respect of Loss of money where any employee of the insured or member of he insured's family is concerned as principal or accessory.

**SECTION V - PERSONAL ACCIDENT**

If at any time during the currency of this Policy, the Insured person as named in the Schedule shall sustain any bodily injury resulting solely and directly from accident caused by external violent and visible means, then the Company shall pay to the Insured or his legal personal representative(s), as the case may be, the sum or sums hereinafter set, forth, that is to say:

- (a) If such injury shall within Twelve calendar months of its occurrence be the sole and direct cause of the death of the Insured, the Capital Sum Insured stated in the Schedule hereto.
- (b) If such injury shall within Twelve calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of
  - i) Sight of both eyes or of the actual loss by physical separation of two entire hands or two entire feet, or of one entire hand and one entire foot, or of such loss of sight of one eye and such loss of one entire hand or one entire foot, the Capital Sum Insured stated in the Schedule hereto
  - ii) Use of two hands or two feet, or of one hand and one foot, or of such loss of sight of one eye and such loss of use of one hand or one foot, the Capital Sum Insured stated in the Schedule hereto.
- (c) If such injury shall within twelve calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of
  - i) The sight of one eye, or of the actual loss by physical separation of one entire hand or of one entire foot, fifty percent (50%) of the Capital Sum Insured stated in the Schedule hereto
  - ii) Total and irrecoverable loss of use of a hand or a foot without physical separation, fifty percent (50%) of the Capital Sum Insured stated in the Schedule hereto.

**Note** For the purpose of Clause (b) and Clause (c) above, physical separation of a hand means separation at or above the wrist and of the foot at or above the ankle.

- (d) If such injury shall, as a direct consequence thereof, immediately permanently totally and absolutely, disable the Insured person from engaging in any employment or

occupation of any description whatsoever, then a lump sum equal to hundred percent (100%) of the Capital Sum Insured.

### EXCEPTIONS

#### PROVIDED ALWAYS THAT:

The Company shall not be liable under this Policy for:

1. Compensation under more than one of the foregoing Sub-Clauses in respect of the same period of disablement.
2. Any payment in case of more than one claim under the Policy during any one period of insurance by which the maximum liability of the Company in that period would exceed the sum payable under sub-clause (a) of this Policy.
3. Payment of compensation in respect of Death, injury or Disablement of the Insured (a) from intentional self-injury, suicide or attempted suicide, (b) whilst under the influence of intoxicating liquor or drugs (c) whilst engaging in Aviation or Ballooning whilst mounting into, dismounting from or traveling 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, (d) directly or indirectly caused by venereal diseases, aids or insanity, (e) arising or resulting from the Insured committing any breach of law with criminal intent.

Standard type of Aircraft means any aircraft duly licensed to carry passengers (for hire or otherwise) by appropriate authority irrespective of whether such an aircraft is privately owned OR chartered OR operated by a regular airline OR whether such an aircraft has a single engine or multi engine.

4. Payment of compensation in respect of Death, Injury or Disablement of the Insured due to or arising out of or directly or indirectly connected with or traceable to: 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 Detainment of all kings, princes and people of whatsoever nation condition or quality.
5. Payment of Compensation in respect of death of, or bodily injury to the Insured
  - (a) Directly or indirectly caused by or contributed to by or arising from Ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception, combustion shall include any self-sustaining process of nuclear fission.
  - (b) Directly or indirectly caused by or contributed to by or arising from nuclear weapon material.

Provided also that the due observance and fulfillment of the terms and conditions of this Policy (which conditions and all endorsements hereon are to be read as part of this Policy) shall so far as they relate to any thing to be done or not to be done by the Insured be a condition precedent to any liability of the Company under this Policy.

6. Pregnancy Exclusion Clause : The Insurance under this Policy shall not extend to cover death or disablement resulting directly or indirectly caused by contributed to or aggravated or prolonged by child birth or from pregnancy or in consequence thereof.

- You may also contact the Insurance Ombudsman according to their area of the Jurisdiction for policy related grievances. ( list attached )

<b>Office of the Ombudsman</b>	<b>Name of the Ombudsmen</b>	<b>Contact Details</b>	<b>Areas of Jurisdiction</b>
<b>AHMEDABAD</b>	Shri Amitabh	Insurance Ombudsman Office of the Insurance Ombudsman 2 nd floor, Ambica House Nr. C.U.Shah College 5, Navyug Colony, Ashram Road, <b>AHMEDABAD – 380 014</b> Tel.079-27546150 Fax:079-27546142 E-mail: insombahd@rediffmail.com	Gujarat , UT of Dadra & Nagar Haveli, Daman and Diu
<b>BHOPAL</b>	Shri N.A.Khan	Insurance Ombudsman Office of the Insurance Ombudsman Janak Vihar Complex, 2 nd floor Malviya Nagar, <b>BHOPAL</b>  Tel. 0755-2769201/02 Fax:0755-2769203 E-mail: bimalokpalbhopal@airtelbroadband.in	Madhya Pradesh & Chhattisgarh
<b>BHUBANESHWAR</b>	Shri S.K.Dhal	Insurance Ombudsman Office of the Insurance Ombudsman 62, Forest Park <b>BHUBANESHWAR – 751 009</b> Tel.0674-2596461(Direct) Secretary No.:0674-2596455 Tele Fax - 0674-2596429 E-mail: ioobbsr@dataone.in	Orissa
<b>CHANDIGARH</b>	Shri K.M.Chadha	Insurance Ombudsman Office of the Insurance Ombudsman S.C.O. No.101, 102 & 103 2 nd floor, Batra Building Sector 17-D , <b>CHANDIGARH – 160 017</b> Tel.: 0172-2706196	Punjab , Haryana, Himachal Pradesh, Jammu & Kashmir , UT of

		Fax: 0172-2708274 E-mail: <a href="mailto:ombchd@yahoo.co.in">ombchd@yahoo.co.in</a>	Chandigarh
<b>CHENNAI</b>	Shri K.Sridhar	Insurance Ombudsman Office of the Insurance Ombudsman Fatima Akhtar Court , 4 th floor, 453 (old 312) Anna Salai, Teynampet, <b>CHENNAI – 600 018</b> Tel. 044-24333678 Fax: 044-24333664 E-mail: <a href="mailto:insombud@md4.vsnl.net.in">insombud@md4.vsnl.net.in</a>	Tamil Nadu, UT– Pondicherry Town and Karaikal (which are part of UT of Pondicherry)
<b>NEW DELHI</b>	Shri R.Beri	Insurance Ombudsman Office of the Insurance Ombudsman 2/2 A, Universal Insurance Bldg. Asaf Ali Road <b>NEW DELHI – 110 002</b> Tel. 011-23239611 Fax: 011-23230858 E-mail: <a href="mailto:iobdelraj@rediffmail.com">iobdelraj@rediffmail.com</a>	Delhi & Rajasthan
<b>GUWAHATI</b>	Shri Sarat Chandra Sarma	Insurance Ombudsman Office of the Insurance Ombudsman Jeevan Nivesh, 5 th floor Nr. Panbazar Overbridge , S.S. Road <b>GUWAHATI – 781 001</b> Tel. : 0361-2131307 Fax:0361-2732937 E-mail: <a href="mailto:omb_ghy@sify.com">omb_ghy@sify.com</a>	Assam , Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
<b>HYDERABAD</b>	Shri P.A.Chowdary	Insurance Ombudsman Office of the Insurance Ombudsman 6-2-46 , 1 st floor, Moin Court Lane Opp. Saleem Function Palace, A.C.Guards, Lakdi-Ka-Pool <b>HYDERABAD – 500 004</b> Tel. 040-23325325 Fax: 040-23376599 E-mail: <a href="mailto:hyd2_insombud@sancharnet.in">hyd2_insombud@sancharnet.in</a>	Andhra Pradesh, Karnataka and UT of Yanam – a part of the UT of Pondicherry
<b>ERNAKULAM</b>	Shri James Muricken	Insurance Ombudsman Office of the Insurance Ombudsman 2 ND Floor, CC 27/2603, Pulinat Building , Opp. Cochin Shipyard, M.G. Road , <b>ERNAKULAM – 682 015</b> Tel: 0484-2358734 Fax:0484-2359336 E-mail: <a href="mailto:iokochi@asianetglobal.com">iokochi@asianetglobal.com</a>	Kerala , UT of (a) Lakshadweep , (b) Mahe – a part of UT of Pondicherry
<b>KOLKATA</b>	Shri K.Rangabhashyam	Insurance Ombudsman Office of the Insurance Ombudsman North British Bldg. 29, N.S. Road , 3 rd floor, <b>KOLKATA – 700 001</b>	West Bengal , Bihar , Jharkhand and UT of Andaman &

**Annexure - 3**

		Tel.:033-22134869 Fax: 033-22134868 E-mail : <a href="mailto:iombkol@vsnl.net">iombkol@vsnl.net</a>	Nicobar Islands , Sikkim
<b>LUCKNOW</b>	Shri M.S.Pratap	Insurance Ombudsman Office of the Insurance Ombudsman Jeevan Bhawan, Phase 2, 6 th floor, Nawal Kishore Rd. Hazratganj, <b>LUCKNOW - 226 001</b> Tel.:0522-2201188 Fax: 0522-2231310 E-mail: <a href="mailto:ioblko@sancharnet.in">ioblko@sancharnet.in</a>	Uttar Pradesh and Uttaranchal
<b>MUMBAI</b>	Shri R.K.Vashishtha	Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Seva Annexe, 3 rd floor, S.V.Road, Santacruz(W), <b>MUMBAI - 400 054</b> PBX: 022-26106928 Fax: 022-26106052 E-mail: <a href="mailto:ombudsman@vsnl.net">ombudsman@vsnl.net</a>	Maharashtra