



Policy Wording

Householder's Package Insurance

HOUSE HOLDER'S PACKAGE POLICY

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

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

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

Definitions

1. **You/Your** : The person (s) named as Insured in the Schedule
2. **We/Us/Our** : Magma HDI General Insurance Company Limited
3. **Proposal**: The application form you sign for this insurance and/or any other information you give to us or which is given to us on your behalf.
4. **Policy**: Policy wording, the Schedule, the Proposal form and Endorsement / Memoranda if any.
5. **Schedule**: The document which describes you, the cover that applies the Period of Insurance and other details of your policy.
6. **Sum Insured**: It means the amount stated against each item in each section of the Schedule which shall be our maximum liability under this Policy for any one claim or in the aggregate for all claims under each section during the Policy period.
7. **Policy Period**: It means the period commencing from effective date and hour as shown in the Policy Schedule and terminating at midnight on the expiry date as shown in the Policy Schedule.
8. **Period of Insurance**: The time period for which the contract of insurance is valid as shown in the Policy Schedule.
9. **Excess/Deductible** The amount stated in each section in the Schedule, which shall be borne by you first in respect of each and every claim made under this Policy. Our liability to make any payment under the Policy is in excess of the Excess/Deductible.

- 10. Valuables:** Valuables means (a) gold or silver or any precious metals or articles made from any precious metals (b) watches or Jewellery or precious stones or models or coins or curios, sculptures, manuscripts, stamps, collection of stamps, rare books, medals, moulds, designs or any other collectibles (c) deeds, ATM cards, credit cards, bonds, bills of exchange, bank notes, treasury or promissory notes, cheques, money, securities or any other negotiable instrument (d) works of art
- 11. Insured Premises:** The place(s) named in the Schedule where you normally reside.
- 12. Market Value:**
This is the basis of Sum Insured for household goods other than electrical, mechanical and electronic machines/gadgets under this policy. Market value for household goods means the procurement value of goods from the same or similar source at the time of damage or Loss less appropriate depreciation.
- 13. Reinstatement Value:**
This is the basis of Sum insured for building and permanent furniture, fixtures and fittings and electrical/mechanical/electronic machines/ gadgets under this Policy. Reinstatement Value represents the replacement value of the asset as New at time of Damage or Loss.
- 14. Retroactive Date:** This is the date when the risk is first incepted under a Claims Made Policy and thereafter renewed without break in the period of insurance cover.
- 15. Permanent Furniture, Fixtures & Fittings:**
Permanent furniture, fixtures and fittings include false ceiling glass /wooden partitions, wooden/steel cupboards fixed to the walls, electrical tube lights and fans only.

COVERAGE

SECTION 1

Fire and Allied Perils- Building & Household Contents

WHAT WE COVER	WHAT WE EXCLUDE
<p>Loss or Damage directly caused to Building and household Contents by insured perils listed hereunder and subject to its not being otherwise excluded.</p> <ol style="list-style-type: none"> 1. Fire 2. Lightning 3. Explosion / Implosion. 4. Damage caused by an aircraft, other aerial or space devices and articles dropped therefrom. 5. Riot, Strike and Malicious Damage:- Visible physical Damage by external violent means directly caused to the property insured. 6. Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation. 7. Impact Damage by any rail/road vehicle or animal by direct contact. 8. Subsidence and Landslide including Rockslide: Damage caused by subsidence of the part of site on which the insured property stands or landslide/rockslide. 9. Bursting and overflowing of water tank, apparatus and pipes. 10. Missile testing operations. 11. Leakage from automatic sprinkler installations 12. Bush Fire. 	<ol style="list-style-type: none"> 1. Damage caused by pressure waves. 2. Destruction or damage caused to the property by its own fermentation, natural heating or spontaneous combustion or its undergoing heating or drying process 3. Burning of property insured by order of any Public Authority. 4. Explosion/implosion losses to boilers (other than domestic boilers), economizers or other vessels, machinery or apparatus (in which steam is generated) including their contents . 5. Destruction or damage to property caused by centrifugal forces. 6. Damages caused by <ol style="list-style-type: none"> a) Permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building or prevention of access to the same. b) Burglary, housebreaking, theft, larceny or any other such attempt or any omission of any kind of any person (whether or not such act is committed in connection with the disturbance of public peace) in any malicious act. c) Total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind 8. Damage by vehicle/animals belonging to or owned by You or Your Family.

9. Damages caused by :-
 - a.) Normal cracking, settlement or bedding of structures.
 - b.) Settlement or movement of made up ground.
 - c.) Coastal or river erosion.
 - d.) Defective design or workmanship or use of defective material
 - e.) Demolition, construction, structural alteration or repair of any property or ground work or excavation.
12. Damage caused by
 - a.) Repairs or alteration to Your Home.
 - b.) Repairs, removal or extension of the sprinkler installation.
 - c.) Defects in construction known to You.
13. Damages caused to the insured property by pollution or contamination.
14. Expenses necessarily incurred on Architect, Surveyor and Consulting Engineer's fees and Debris Removal following Damage to property insured by an insured peril in excess of 3% and 1% of the claim amount respectively.
15. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
16. Loss, destruction damage to any electrical machine, apparatus fixture or fittings arising from or occasioned by overrunning excessive pressure short circuiting , arcing, self heating or leakage of electricity from whatever cause (lightning included provided that this exclusion will apply only to the particular electrical machine, apparatus, fixture or fittings which may be destroyed or damaged by fire so set up.

	<p>17. Livestock or pets</p> <p>18. Valuables as defined under the policy, unless specifically covered.</p> <p>19. Loss or damage to property insured if removed to any building or place other than in which it is herein stated , except machinery and equipments temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding 60 days.</p> <p>20. Earthquake– Fire and Shock</p> <p>21. Terrorism</p>
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SPECIAL CONDITION APPLICABLE TO SECTION 1:

If the property hereby insured shall at the breaking out of any fire or at the commencement of destruction of or damage by any of the insured perils be collectively of greater value than the sum insured thereon, then you shall be considered as your own insurer for the difference and shall bear a rateable proportion of the loss accordingly. Provided, however, that if the sum insured hereby on the property insured shall at the event of such fire or at the commencement of such destruction– damage be not less than 85% of the collective value of the property insured, this condition shall be of no purpose and effect.

SECTION 2
Burglary & Theft

Definitions:

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

WHAT WE COVER	WHAT WE EXCLUDE
1.Loss or Damage directly caused to	• Loss or damage from any yard, garden

<ul style="list-style-type: none"> • 'Contents' or any part thereof whilst kept in the insured premises • Damage to Insured premises (including reasonable costs for damaged locks at the entry and/or exit points) <p>caused by actual or attempted burglary and/or theft during the policy period.</p>	<p>outbuilding (including sheds or garages not attached to the building) or any other property outside the confines of the premises unless specified in the Schedule</p> <ul style="list-style-type: none"> • Valuables and cash in safe/Almirah , unless specifically covered in the Schedule • Loss or damage of motor vehicles, trailers unless shown in the schedule • Loss or damage in which you, your family members or any other person lawfully on or about your premises is or is alleged to be in any way concerned or implicated • Loss or damage resulting from an act of Riot, Strike, Malicious Damage and Terrorism • Damage to glass and sign boards • Live stock • Loss or damage to contents or stock when the premises are left unoccupied for more than 30 consecutive days unless the same has been reported to us in writing and our written approval obtained. • Any consequential loss or legal liability • First Rs 2500/- under each and every claim
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Special Condition:

Reinstatement of sum insured

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

Basis of Settlement:-

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

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

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

1 & 2 are not understood

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

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

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

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

SECTION 3 ALL RISK (Jewellery & Valuables)

WHAT WE COVER	WHAT WE EXCLUDE
<p>1. Accidental loss of or damage to Jewellery and Valuables any where in India.</p> <p>Our liability in respect of any one item in any one policy period will not individually or in the aggregate exceed the sub limits of the Sum Insured set against such items in the schedule.</p>	<p>1. 1.5% of the claim amount subject to minimum of Rs.1000/-</p> <p>2. Loss or damage due to cracking, scratching and/or breaking of lens or glass items or other articles of a brittle or fragile nature whether part of Jewellery and/or Valuable unless such loss or damage arises from an accident to a vessel, train or other mechanised vessel, road vehicles, aircraft by which such jewellery and/or Valuable is being carried by You.</p>

	<ol style="list-style-type: none">3. Loss or damage by or any process of cleaning, dyeing, repairing or restoring to which the Jewellery and/or Valuable is subjected.4. Loss or damage caused by moth, mildew or vermin.5. Damage due to faults/defects existing at the commencement of this insurance and known to You , whether such faults/defects were known to Us or not and any willful act or negligence of You or Your employees6. Loss or damage caused by mechanical derangement or over winding of watches and clock.7. Theft of unattended baggage containing such jewellery and/or Valuables or mysterious disappearance of the same unless it is stolen from securely locked vehicle.8. Loss or damage whilst being conveyed by any carrier under contract of freightment.9. Damage to money, securities, manuscripts, deeds, bonds, bills of exchange, promissory notes, stocks or share certificates, stamps and travelers cheques and the like10. Loss directly or indirectly occasioned by or happening through or in consequence of war, Invasion act of foreign enemy, hostilities (whether war be declared or not), Civil war, rebellion, revolution, insurrection, Military or usurped power, Confiscation, nationalisation, or any such action11. Loss or damage due to any action from Public Authority.12. Consequential loss of any nature
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Basis of Settlement:

1. In respect of partial losses where an insured article can reasonably be repaired or reinstated at a cost less than the replacement cost, we will indemnify You in respect of the expenses necessarily and reasonably incurred to restore such item to its state immediately prior to the happening of the insured event.

2. In the case of a Total Loss, We shall indemnify You in respect of the restoration or replacement costs up to the Sum Insured. However We shall not be bound to reinstate or restore exactly or completely, but only as permitted by the circumstances and in the reasonably sufficient manner and to the state that existed immediately prior to the happening of the insured event., subject to the following :

a) Single article limit

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

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

3. If the value of the Jewellery and/or Valuables insured under the policy shall at the time of any insured event be collectively of greater value than the sum insured there on, then You shall be considered as your own insurer of the difference and shall bear a ratable proportion of the loss or damage. Every item, if more than one, shall be separately subject to this condition.

General Insurance Company Ltd.

SECTION 4

Plate Glass and Neon Sign/Glow Signs

Definitions:

Plate Glass: Plate Glass means completely and securely fixed flat glass within the Insured's premises (including plate glass of display/show windows of the premises) and described in the schedule excluding its glazing and/or lettering and/or ornamentation and/or any surface treatment or surfacing unless specifically described and declared for insurance.

Frames and framework: Mean a structure the immediate purpose of which is the enclosure or support of plate glass.

Accidental: Means a circumstance i.e. sudden, unexpected and unintentional damage not excluded under the policy.

WHAT WE COVER	WHAT WE EXCLUDE
<ol style="list-style-type: none"> 1. Any accidental loss or damage to Plate Glass/Neon Signs/Glow Signs except for those specifically excluded. 2. Damage to frame and framework of any description following breakage of Glass and/or Neon Boards/glow signs subject to a maximum of Rs 5000/-. 3. Following breakage of Glass, the cost of tinting, lettering, painting, embossing, silvering or any other ornamental work on the replacement Glass, provided that such costs have been included in the Sum Insured of the Glass under this Policy. 	<ol style="list-style-type: none"> 1. 5% of the claim amount subject to minimum of Rs 2000/- 2. Breakage or damage during removal, alteration and repairs carried out at your premises 3. Scratching other than the fracture extending through the entire thickness of Plate Glass 4. Damage or breakage to Plate Glass or Neon Signs, Glow Signs which are not securely fixed. 5. Any loss or damage caused willfully by you or your employees, or any loss or damage in which you or any person acting on your behalf is or is alleged to be involved or implicated. 6. Any loss or damage for which the manufactures or supplier is responsible. 7. Any costs incurred in connection with the elimination of functional failures unless such failures were caused by an indemnifiable event 8. Loss or damage caused by sun, rain, hail or climatic or atmospheric conditions. 9. Fusing or burning out of bulbs and/or tubes howsoever caused 10. Radioactive contamination: Any loss, damage or legal liability directly or indirectly caused by : <ol style="list-style-type: none"> (a) Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste arising from burning nuclear fuel; or (b) The radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment. 11. War Risks: Any consequence whatsoever

	<p>resulting directly or indirectly from or in connection with any of the following regardless of any other contributing cause or event.</p> <p>War, invasion, act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power.</p> <p>12. Sonic bags: Any loss ,damage or legal liability directly or indirectly caused by pressure waves caused by aircraft and other flying objects travelling at or above the speed of sound.</p> <p>13. Gradually occurring losses: Loss or damage by wear and tear, depreciation, insects ,vermin's ,moth, fungus, corrosion, rust, atmospheric or climatic conditions ingress of water, gradually operating cause, process or cleaning, dyeing, repair, alteration or restoration.</p> <p>14. Accidental external means: Loss or damage caused by arising out of accidental external means except as specifically covered.</p> <p>15. Public Authority: Loss ,destruction or damage caused to the property insured by burning by order of any Public Authority Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority.</p> <p>16. Riot & Strike</p> <p>17. Earthquake Fire & Shock.</p> <p>18. Terrorism</p> <p>19. Loss, or damage consequent upon</p>
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	interruption or delay of business or other loss, damage or injury arising from breaking of glass during replacement thereof.
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SPECIAL PROVISIONS

1. Basis of Claims Settlement:

The basis of settlement shall be as under:

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

(b) In case of a total loss, we will pay you in respect of 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.

2. Reinstatement of Sum Insured

Upon happening of loss or damage and subsequent settlement of claim, Sum Insured shall stand reduced by the amount of such loss paid by Us. Sum Insured shall be reinstated only upon You paying Us the pro-rata premium for the unexpired period of insurance from the date of such loss to the expiry date of the policy for the amount of such loss.

SECTION 5

Breakdown of Domestic Appliances

Definition:

Domestic Appliances:

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

WHAT WE COVER	WHAT WE EXCLUDE
Electrical & Mechanical breakdown of Domestic Appliances due to unforeseen and	1. The first Rs 500/- or 2% of Sum Insured whichever is higher for each loss or

sudden physical damage by any cause not hereinafter excluded whilst in the premises necessitating its immediate repair or replacement.

damage.

2. Damage for which manufacturer or supplier is responsible/ any amount recoverable under Maintenance Agreement if any.
3. Damage resulting from overload experiment or test requiring imposition of abnormal conditions.
4. Damage due to deterioration of or wearing away of any item caused by or as a result of normal use or exposure, atmospheric or climatic conditions, rust, corrosion, moth, vermin or insect.
5. Gradually developing flaws, defects, cracks or partial fractures in any part not necessitating immediate stoppage, although at some future time repair or replacements of parts affected may be necessary.
6. Damage due to faults/defects existing at the commencement of this insurance and known to You, whether such faults/defects were known to Us or not and any willful act or negligence of You or Your employees
7. Damage to consumables such as ropes, rubber items, dies, moulds, blade, cutters, knives, exchangeable tools, engraved or impression cylinders or rolls, glass and porcelain items, ceramics, operating media, belts or wires, fabrics, anti-corrosive, non metallic linings unless such parts are affected by an indemnifiable Damage to the insured item itself
8. Cost of transport to the repair shop and back of any Damaged item
9. Loss or damage to **Domestic Appliances** older than 10 years from the

	<p>date of manufacture</p> <p>10. Loss or damage to any Domestic Appliances by perils insurable under other Sections of this Policy.</p> <p>11. Loss or damages to mobile phones or other similar communication devices.</p> <p>12. Any costs incurred in connection with the maintenance of Domestic Appliances including parts replaced in the course of such maintenance operations.</p>
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SPECIAL PROVISIONS

1. **SUM INSURED**

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

1. 2. **CLAIM SETTLEMENT**

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

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

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

SECTION 6

Electronic Equipment Insurance


Definition:

2. **Electronic Equipment:**

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

WHAT WE COVER	WHAT WE EXCLUDE
<p>Electrical & Mechanical breakdown of Electronic Equipment due to unforeseen and sudden physical damage by any cause not hereinafter excluded whilst in the premises necessitating its immediate repair or replacement.</p>	<ol style="list-style-type: none"> 1. 10% of the claim amount or Rs 2500/- (whichever is higher) of each and every claim in respect of damage to personal computers and the first 10% of the claim amount or Rs.1000/- which ever is higher in respect of each and every claim in case of other electronic equipments. 2. Damage due to faults/defects existing at the commencement of this insurance and known to You , whether such faults/defects were known to Us or not and any willful act or negligence of You or Your employees <ul style="list-style-type: none"> • Damage due to continuous influence of operation (e.g. wear and tear, cavitation, erosion, corrosion, incrustation) gradual deterioration and climatic condition. 3. Any cost incurred in connection with elimination of functional failures unless such failures were caused by Damage covered under this Section of the Policy. 4. Damage for which the manufacturer or supplier is responsible either by law or under contract or any amount recoverable under the terms of Maintenance Agreement. 5. Cost of transporting the electronic equipment to and from the place of repair. 6. Damage to consumable items (e.g. bulbs, valves, tubes, ribbons, fuses, seals, belts, wires, chains, exchangeable tools, objects made of glass, porcelain or ceramics and operating media as well as aesthetic defects like scratches etc. unless such parts are affected by an indemnifiable Damage to the insured Item itself). Damage to external antenna, dishes,

	<p>masts and fittings by theft.</p> <ol style="list-style-type: none">7. Damage arising through fitting, adjustment, repair or dismantling of any part of said equipment/installation other than by an authorised representative of an Electronic Equipment manufacturer, dealer or that of a reputed repairer.8. Any cost required for alteration, improvement or overhaul or for making drawings, patterns and core boxes.9. Loss or damage to electronic equipment older than 10 years from the date of manufacture.10. Loss or damage to mobile phones or other similar communication devices11. False programming, punching, labeling or inserting or the inadvertent canceling of information or data contained in External Data Media.
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 **MAGMA HDI**
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SPECIAL PROVISIONS APPLICABLE TO SECTION 6

2. SUM INSURED

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

3. CLAIM SETTLEMENT

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

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

For Total Loss Basis settlement Market Value of item will be calculated by deducting proper depreciation from the Replacement Value of item as new of same kind, type and capacity. If

the damaged items become obsolete, then all cost necessary to replace the damaged item with a follow up model will be allowed less deduction for any betterment

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

SECTION 7 PERSONAL ACCIDENT

Definitions:-

- 1. Accident:** Sudden, unforeseen and unexpected event caused by external, violent and visible means resulting in physical bodily injury.
- 2. Bodily Injury:** It means accidental physical bodily injury solely and directly caused by external, violent visible cause.
- 3. Insured Person:** The person(s) named as insured person in the Schedule which will include you and your family.
- 4. Capital Sum Insured:** It means the monetary amounts shown against insured person(s) which is the maximum limit of our liability against said insured person.
- 5. Family:** Means your legal spouse and dependant children, parents, mother in law, father in law, step or adopted children.
- 6. Dependent Child:** Means a child (natural or legally adopted) :
 - a) Who is financially dependent on the Policy holder
 - b) Does not have his/her independent sources of income: and
 - c) Has attained the age of 5 years but not exceeding 23 years.
- 7. Permanent Total Disablement:** The bodily injury that totally, irrevocably and absolutely prevents you from engaging in any kind of occupation.
- 8. Temporary Total Disablement:** The bodily injury that prevents you from engaging in your occupation for a period not exceeding 104 weeks since the date of injury to the time you are fit enough to resume your occupation as certified by Medical Professional
- 9. Permanent Partial Disablement:** The bodily injury that results in total, irrevocable, absolute and continuous loss of or impairment of a body part or sensory organ specified under the Table

of Benefits.

- 10. Accidental Death:** Accidental death means death resulting from Bodily Injury solely and independently of any other cause(as mentioned under “What We exclude” below) except illness directly resulting from, or medical or surgical treatment rendered necessary for such injury, occasions the death of the insured person within 12 months from the date of accident.
- 11. Adventurous Sports:** Racing on wheels or horseback, big game hunting, Mountaineering, winter sports, skiing, ballooning, hand gliding, river rafting, polo and sports of similar hazard.
- 12. Hazardous Activities:** Persons working in underground mines, explosives, workers involved in Electrical installation with high-tension supply, Circus personnel, persons, Stuntman in Film and persons engaged in occupations/ activities of similar hazard.

WHAT WE COVER	WHAT WE EXCLUDE
<p>Accidental bodily injury directly resulting in the death or disablement to insured person as per the Table of Benefits.</p> <p>The scope of coverage shall depend on the benefit selected by you and as described in the Schedule</p> <p>A) Basic Cover—Death only B) Wider Cover--- Death + Permanent Total Disability + Permanent Partial Disability C) Comprehensive Cover --- Death + Permanent Total Disability + Permanent Partial Disability + Temporary Total Disability</p> <p>We shall pay to the insured person or his/her legal personal representative / nominee, the compensation set forth in Table of Benefits (as percentage of Capital Sum Insured)</p>	<ol style="list-style-type: none"> 1. Natural Death 2. Compensation under more than one of the benefits mentioned in Table of Benefits in respect of same period of disablement. 3. Any payment in case of more than one claim under this policy during any one period of Insurance by which our liability in that period would exceed CSI 4. Payment of compensation in respect of death or injury as a consequence of/resulting from <ol style="list-style-type: none"> a) Committing or attempting suicide, intentional self-injury. b) Whilst under influence of intoxicating liquor or drugs. c) Drug addiction or alcoholism. d) Whilst engaged in any adventurous sports and/or hazardous activities. e) Committing any breach of law with criminal intent. f) War, Civil War, invasion, act of foreign enemies, revolution, insurrection, mutiny, military or usurped power, seizure, capture, arrest, restraint, or detainment, confiscation, or nationalization or requisition by or under the order of any government or public authority. g) Ionizing radiation or contamination by radioactivity from any nuclear

	<p>fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exclusion, combustion shall include any self - sustaining process of nuclear fission.</p> <p>h) The radioactive, toxic, explosive or the hazardous properties of any nuclear assembly or nuclear component.</p> <p>5. Consequential loss of any kind and/or any legal liability</p> <p>6. Pregnancy including child birth, miscarriage, abortion or complication arising there from.</p> <p>7. Participation in any naval, military or air force operations.</p> <p>8. Curative treatments or interventions</p> <p>9. Venereal or sexually transmitted diseases.</p> <p>10. HIV and or related illness</p>
TABLE OF BENEFITS	PERCENTAGE OF CAPITAL SUM INSURED
1. Accidental Death	100
2. Permanent Total Disability:	
a) Loss of sight (both eyes)	100
b) Loss of two limbs	100
c) Loss of one limb and one eye	100
d) Permanent Total and absolute disablement as certified by Medical Practitioner.	100
3. Permanent Partial Disability	
a) Loss of sight of one eye	50
b) Loss of one limb	50
c) Loss of toes-all	20
d) Great-both phalanges	5
e) Great-one phalanx	2
f) Other than great, if more than one toe lost each	1
g) Loss of hearing – both ears	50
h) Loss of hearing – one ear	15
i) Loss of Speech	50
j) Loss of four fingers and thumb of one hand	40
k) Loss of four fingers	35
f) Loss of thumb-both phalanges	25
g) Loss of thumb-one phalanx	10
h) Loss of index finger	
i) Three phalanges	10

ii) Two phalanges	8
iii) One phalanx	4
i) Loss of middle finger	
i) Three phalanges	6
ii) Two phalanges	4
iii) One phalanx	2
j) Loss of ring finger	
i) Three phalanges	5
ii) Two phalanges	4
iii) One phalanx	2
k) Loss of little finger	
i) Three phalanges	4
ii) Two phalanges	3
iii) One phalanx	2
l) Loss of Metacarpals	
i) First or second (additional)	3
ii) Third, fourth or fifth (additional)	2
m) Any other permanent partial disablement	% as assessed by Medical Practitioner appointed by us
4. Temporary Total disablement benefit at the rate per week	1% of C.S.I or Rs 5000/- per week whichever is lower for 104 weeks max.

Special Provisions applicable to Section 7

i. Free Look Period:

On the first inception of the policy, you have a period of 15 days from the date of receipt of the documents to review the terms and conditions of this section. If You disagree to any of the terms or conditions of this section You have the option to return the policy stating the reasons for Your objection and You will be entitled to a refund of the premium paid ,subject only to a deduction of the expenses incurred by us on the policy issuance and stamp duty charges .In cases where the risk has already commenced and the option of returning the policy is exercised by You, the refund of the premium paid will also be subject to a deduction for proportionate risk premium for the period We have been on cover. No Claim shall be payable in Free Look Period if you opt not to continue with the Cover.

ii. Change in Occupation :

In case Your occupation (as declared in the proposal form) is changed during the currency of the policy resulting in higher Risk Classification, We will collect additional premium on pro-rata basis for the unexpired period by passing an endorsement to this effect. However, if any such change is resulting in lower Risk Classification, We will make refund of premium to You for the

unexpired period subject to the condition that there is no claim reported prior to any such change of classification.

iii. Notice period to the policyholder in case of any revision/modification in a policy approved by IRDA:

Any revision or modifications in a policy approved by IRDA shall be notified to You by us at least 3 months prior to the date, when such revision or modifications comes into effect. The notice shall also contain the reasons for such revision or modifications, in particular the reason for increase in premium and the quantum of such increase.

iv. Withdrawal of Personal Accident Product:

In order to withdraw the Personal Accident Product, We shall take prior approval from IRDA by giving reasons for withdrawal.

v. Claim Procedure:

A) Upon happening of any accident and/or injury which may give rise to a claim under this policy

- You shall give us a notice to our call centre immediately and also intimate in writing to our policy issuing office. In case of death, written notice also of death must, unless reasonable cause is shown, be given before interment/ cremation and in any case, within one calendar month after the death, and in the event of loss of sight or amputation of limbs, written notice thereof must also be given within one calendar month after such loss of sight or amputation.
- All certificates, information and evidence from a Medical Practitioner or otherwise required by us shall be provided by you at your expense.

B) On receipt of intimation from you regarding a claim under the policy, we are entitled to:

- to carry out examination and ascertain details and in the event of death get the post-mortem examination done in respect of deceased person.

C) Documents required for settlement of claims:

- Claim form.
- Doctor's report, bills in case of temporary/permanent disablement.
- Police report/post mortem report in case of accidental death.
- Leave certificate from employer in case of temporary disablement.
- Any other relevant document if any

Note: Claim will be settled latest within one month from the date of submission of all the relevant documents/information/clarification by the Insured failing which the Insurance Company is required to pay the interest in terms of Regulation 9(6) of (Protection of Policy holders' Interests) Regulations, 2002.

SECTION 8

Employee's Compensation

WHAT WE COVER	WHAT WE EXCLUDE
<p>Legal compensation incurred by you under the Employee's Compensation Act 1923 or any amendment thereto or under the Fatal Accident Act, 1855 and under Common Law in respect of accidental death, bodily injury, illness or disease to a domestic help under your direct employment while working at the premises insured under the policy during the Policy Period</p>	<ol style="list-style-type: none"> 1. Any interest and/or penalty imposed on account of failure to comply with requirements laid down under Employee's Compensation Act 1923 and subsequent amendments of the said Act. 2. Liabilities to employees of your contractors or sub-contractors 3. Any liability by virtue of an agreement, which would not have been attached in the absence of such agreement. 4. Any sum which you would have been entitled to recover from any party but for an agreement between you and such party. 5. Occupational diseases contracted by an employee.

SECTION 9

Public Liability

Definitions:

1. Damages:

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

2. Defence Costs:

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

3. Limit of liability:

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

WHAT WE COVER	WHAT WE EXCLUDE
<p>Damages including the Defence costs incurred by you against</p> <p>(a) Third Part Property Damage (b) Third Party injury/death</p> <p>Caused due to any negligence of yours or your family solely at the premises named in the policy during period of insurance if notified during the policy period.</p>	<ol style="list-style-type: none"> 1. Any liability arising out of a contractual obligation. 2. Any accident arising out of wilful or intentional non-compliance of any statutory regulations. 3. Any bodily injury of any person under a contract of employment with you, your contractors or sub-contractors arose out of and in the course of employment 4. Consequential loss of any kind 5. Libel, slander, false arrest, wrongful eviction, wrongful detention, defamation including mental injury, shock resulting there from. 6. Liability arising out of Vehicles covered under Indian Motor Vehicle Act. 7. Damage to property belonging to third parties that is rented, leased or under hire – purchase agreement or on loan to you 8. Damage to property belonging to third party handled by you by way of your trade or worked upon by or in your care, custody or control. 9. Pollution of any kind 10. Any Liability under the Public Liability Insurance Act which attaches liability on a no fault basis 11. Product Liability 12. Injury and/or damage occurring prior to the Retroactive Date stated in the Schedule. 13. Any claim directly or indirectly connected

	to earthquake, typhoon, cyclone, flood or other convulsions of nature or atmospheric disturbances
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Special Provision applicable to Section 10:

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

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

General Conditions applicable to the Policy

1. Notice:

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

2. Reasonable care:

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

3. Mis-description:

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

4. Alteration of Risk:

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

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

5 A) Claims Procedure:

I) In the event of any circumstances likely to give rise to a claim you must:

(a) Intimate us as soon as reasonably possible, but in any event within 15 days of the date the incident.

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

(b) Lodge complaint with the local police immediately in case of fire, theft, burglary, riot strike, malicious damage or any other criminal act.

(c) Take all reasonable steps to recover any property which has been lost and protect /safe guard damaged property from further loss or damage.

(d) Provide without expense to us, all proofs, certificates, evidence, assistance or information which we may reasonably require

II) The documents normally required to be submitted in the event of a claim are :

- a. Duly completed Claim form
- b. Copy of FIR
- c. Estimate of loss / repairs
- d. Invoice/ Bills/Receipts
- e. FR
- f. Any other details/documents called for a specific loss

III) RIGHTS AND RESPONSIBILITIES:

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

The powers conferred by this condition shall be exercisable by the Company at any time until notice in writing is given by the insured that he makes no claim under the policy, or if any claim is made, until such claim is finally determined or withdrawn, and the Company shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to the Insured or diminish its rights to rely upon any of the conditions of this policy in answer to any claim.

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

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

5 B) BASIS OF CLAIMS SETTLEMENT:

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

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

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

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

6. Cancellation

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

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

Upto 1 month	25% of annual premium
Above 1 month and upto 3 months	50% of annual premium
Above 3 months and upto 6 months	75% of annual premium
Above 6 months	100% of annual premium

7. Fraud

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

8. Contribution:

If at the time of any loss or damage happening to any property hereby insured there be any other subsisting insurance or insurances, whether effected by you or by any other person on your behalf covering the same property We shall not be liable to pay or contribute more than its rateable proportion of such loss . **However, this condition is not applicable for Section 7.**

9. Subrogation:

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

10. Arbitration

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

11. Disclaimer Clause

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

12. Geographical Limits:

The Geographical Limit of this Policy (except for Section 7) and jurisdiction shall be India. Geographical scope for Section 7 will be WORLDWIDE .However, all claims under this policy shall be settled in Indian Rupees only.

13. Renewal:

We agree to renew the policy on payment of renewal premium. However we may exercise our option not to renew the policy on grounds of fraud, misrepresentation, or suppression of any material fact either at the time of taking the policy or any time during the currency of the earlier policies or bad moral hazard.

14. Grievance Redressal:

- We have developed proper procedures and effective mechanism to address The Insured Person's complaints, if any. We are committed to comply with the Regulations, standards which have been set forth in the Regulations, Circulars issued from time to time in this regard.
- If the Insured Person have any grievance that The Insured Person wish Us to redress The Insured Person may contact Us with the details of The Insured Person's grievance through our toll free number 1800-3002-3202
- If the Insured Person is not satisfied with our redressal of his/her grievance, The Insured Person may approach the nearest Insurance Ombudsman for resolution of the grievance. The contact details of Ombudsman offices are mentioned below:

Office of the Ombudsmen	Contact Details	Area of Jurisdiction
Ahmedabad	Insurance Ombudsman, Office of the Insurance Ombudsman, 2nd floor, Ambica House, Nr. C.U. Shah College, Ashram Road, AHMEDABAD- 380 014. Tel.: 079-27546840, Fax : 079- 27546142 E-mail: ins.omb@rediffmail.com	Gujarat, UT of Dadra & Nagar Haveli, Daman and Diu
Bhopal	Insurance Ombudsman Office of the Insurance Ombudsman, JanakVihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel, Near New Market, BHOPAL (M.P.) 462 023. Tel.: 0755-2569201, Fax : 0755- 2769203 E-mail :bimalokpalbhopal@airtelmail.in	Madhya Pradesh & Chhattisgarh
Bhubaneshwar	Insurance Ombudsman, Office of the Insurance Ombudsman, 62, Forest Park, BHUBANESHWAR – 751 009 Tel.: 0674-2596455; Fax : 0674-2596429 E-Mail: ioobbsr@dataone.in	Orissa
Chandigarh	Insurance Ombudsman,	Punjab, Haryana, Himachal

	Office of the insurance Ombudsman, S.C.O. No.101-103, 2nd Floor, Batra Building, Sector 17-D, CHANDIGARH – 160017 Tel.: 0172-2706468; Fax:0172 2708274 E-mail : ombchd@yahoo.co.in	Pradesh, Jammu & Kashmir, UT of Chandigarh.
Chennai	Insurance Ombudsman, Office of the Insurance Ombudsman,. FathimaAkhtar Court, 4th floor, 453 (Old 312), Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044-24333668/5284, Fax : 044-24333664 E-mail: chennaiinsuranceombadsman@gmail.com	Tamil Nadu, UT – Pondicherry Town and Karaikal (which are part of UT of Pondicherry)
New Delhi	Insurance Ombudsman, Office of the Insurance Ombudsman,. 2/2A, Universal Insurance Building, Asaf Ali Road, NEW DELHI – 110 002. Tel: 011-23239633, Fax : 23230858 E-mail : iobdelraj@rediffmail.com	Delhi & Rajasthan
Guwahati	Insurance Ombudsman, Office of the Insurance Ombudsman, “JeevanNivesh”, 5th Floor, Near PanbazarOverbridge, S.S.Road, GUWAHATI – 781 001 (Assam), Tel.: 0361-2132204/5, Fax : 0361-2732937 E-mail : ombudsmanghy@rediffmail. com	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
Hyderabad	Insurance Ombudsman, Office of the Insurance Ombudsman, 6-2-46,1st Floor, Moin Court, A.C. Guards, Lakdi-Ka-Pool, HYDERABAD – 500 004, Tel.: 040-65504123; Fax: 040-23376599 Email : insombudhyd@gmail.com	Andhra Pradesh, Karnataka and UT of Uanam – a part of the UT of Pondicherry
Kochi	Insurance Ombudsman, Office of the Insurance Ombudsman, 2ndfloor, CC 27/2603, Pulinat Building, Opp. Cochin Shipyard, M G Road, ERNAKULAM – 682 015 Tel.: 0484-2358759; Fax : 0484-2359336 E-mail : iokochi@asisnetindia.com,	Kerala, UT of (a) Lakshadweep; (b) Mahe-a part of UT of Pondicherry.
Kolkata	Insurance Ombudsman, Office of the Insurance Ombudsman.	West Bengal, Bihar, Jharkhand and UT of

	4th floor, Hindusthan Building Annexe 4, C R Avenue, KOLKATA – 700 072, Tel : 033-2338759; Fax : 033-22124341 Email : iombdsbpa@bsnl.in	Andaman & Nicobar Islands, Sikkim.
Lucknow	Insurance Ombudsman, Office of the Insurance Ombudsman, JeevanBhavan, Phase – 2, 6th Floor, Nawal Kishore Road, Hazaratganj, LUCKNOW – 226 001, Tel.: 0522-2231331, Fax : 0522-2231310 Email : insombudsman@rediffmail.com	Uttar Pradesh and Uttaranchal
Mumbai	Insurance Ombudsman, Office of the Insurance Ombudsman, 3rd Floor, JeevanSeva Annexure, S. V Road, Santacruz (W) , MUMBAI – 400054 Tel : 022-26106928; Fax : 022-26106052 Email : ombudsman@ Mumbai ,	Maharashtra,Goa.

GENERAL EXCLUSIONS APPLICABLE TO THE POLICY

1) Radioactive contamination:

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

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

2) War Risks:

Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributing cause or event.

War, invasion, act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power.

3) Sonic bangs:

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

4) Pollution and/or Contamination:

Loss, destruction or damage caused to the insured property by pollution or contamination excluding

- Pollution or contamination which itself results from a peril hereby insured against
- Any peril hereby insured against which itself results from pollution or contamination

5) Gradually occurring losses:

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

6) Wilful Act:

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

7) Accidental External means:

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

8) Consequential Losses

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

9) Public Authority

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

10) Liability;

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