

## HOME CONNECT - POLICY WORDINGS

### PREAMBLE

This Policy is an evidence of contract between you ((hereinafter called the **Insured/You/Your/ yourself**) and Liberty General Insurance Limited (hereinafter called the **“Company”, “We, Our, or Us”**) based on the Proposal made and agreed premium paid within such time, as may be prescribed under the provisions of the Insurance Act, 1938 and the realization thereof by the Company, for the Policy Period stated in the Schedule or during any further period for which We may accept payment for the Renewal or extension of this Policy and subject to the terms, conditions, provisos, exclusions contained herein or endorsed or otherwise expressed herein.

### OPERATIVE CLAUSE

We hereby agree subject to the terms and conditions contained herein or endorsed or otherwise expressed hereon, to indemnify You to the extent and in the manner specified herein, against any loss or Damage to the Property insured due to operation of any of the insured perils during the Policy Period as shown in the Schedule of the Policy.

### COVERAGE SECTIONS

SECTION	COVERAGE
<b>Section I - Home Protection</b>	
I(A)	Building
I(B)	Personal Possessions/Contents
I(C)	Terrorism Damage
<b>Section II - Additional Protection</b>	
II(A)	Burglary and Theft
II(B)	Safety and Security
<b>Section III - Appliance Protection</b>	
III(A)	Audio and Audio-Visual Appliances
III(B)	Breakdown of Domestic Appliances
III(C)	Portable Equipment
<b>Section IV - Jewellery Protection</b>	
<b>Section V - Baggage Protection</b>	
<b>Section VI - Legal Liability Protection</b>	
VI(A)	Third Party Legal Liability
VI(B)	Tenant's Legal Liability
VI(C)	Employees' Compensation
<b>Section VII - Additional Living Expense Protection</b>	
<b>Section VIII - Purchase Protection</b>	
<b>Section IX - Pedal Cycle Protection</b>	
<b>Section X - Important Documents Protection</b>	
<b>Section XI - Golf Kit Protection</b>	
<b>Section XII - Pet Protection</b>	
<b>Section XIII - ATM Cash Withdrawal Protection</b>	
<b>Section XIV - Plate Glass Protection</b>	

### Note:

1. You have to opt for minimum of 4 covers under this package policy. However, Section I (A) or I (B) shall be compulsory. Cover provided will only be for the sections opted by the Insured and mentioned in the Policy Schedule.
2. Additional Protection (Section II), and/or Jewellery Protection (Section IV) cannot be opted unless Personal Possessions/Contents (Section I B) is insured.
3. Appliance Protection (section III) and/or Purchase Protection (Section VIII) shall be available along with Personal Possessions/Contents (Section I B) and Additional Protection (Section II) only.

### GENERAL DEFINITION

**“Accident and Accidental”** means a sudden, unforeseen, and involuntary event caused by external, visible and violent means.

**“Additional Rent”** means the difference between the new and the existing rent paid.

**“Agreed value”** means the value that We agree to insure the property or item at the start of Policy Period which shall be paid if the property is lost or Damaged.

**“Audio & Audio-Visual Appliances”** means the Music systems, Television set/s, and related appliances forming part of or attaching to the television set and the antenna, both external and internal, DVD Player and/or other electronic appliances or Desktop computers which may be declared and accepted by the Company.

**“ATM /Automated Teller Machines”** means a computerized machine made available by banks that provides facility for dispensing cash and to carry out other financial transactions.

**“Baggage”** shall mean personal effects belonging to Insured and being carried by the Insured or his family members during a journey. This would exclude cell phones, music players, laptops, handheld computing, camera of any type or any other related electronic equipment or any item which is traded by the Insured during journey unless otherwise specified.

**“Building”** means any legally constructed structure excluding land not of “Kutchra” Construction and shall include connected utilities, sanitary fittings, fixtures and fittings therein belonging to the Insured and for which he is accountable.

**“Bodily Injury/Injury”** means any Accidental physical bodily harm but does not include any sickness or disease.

**“Business or Business Purposes”** means any full or part time, permanent or temporary activity undertaken in the home, with a view to profit or gain.

**“Burglary”** means theft following upon an actual forcible and violent entry of or exit from the premises by the person or persons committing such act.

**“Cash value”** is the value of your jewellery at the market rate as on the date of loss.

**“Damage”** means actual and/or physical Damage to tangible property.

**“Domestic Staff/Employee”** means any person employed by You solely to carry out domestic duties associated with Your home, but does not include any person employed in any capacity in connection with any business, trade or profession.

**“Excess/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.

**“Family”** means You, Your spouse, Your children, Your parents, and any other persons who; are and continue to be normally resident with You, and not paying a commercial rent

**“Frames/Framework”** shall mean a structure the immediate purpose of which is the enclosure or support of Plate Glass.

**“Golf Kit”** means the various items that are used to play the sport of golf. The equipments would include the golf ball, clubs, golf bag, club head covers, or any other tool that aids in the process of playing a stroke or in some way enrich the playing experience.

**“Insured/Insured person (s)/You/Your/ Yourself”** means the person named in the Policy as the Policy holder and/or his family.

**“Insured Home”** means residential property (Flat, Apartment or Independent Building) which is not of Kutchra Construction; including the legal structures like Buildings, fixtures, fittings, garages, and or sheds mentioned/declared by You for insurance and named in the Schedule attached to the Policy.

**“Jewellery”** means personal ornaments including but not limited to necklaces, rings, or bracelets typically made from or containing precious stones, gold, silver, platinum or other precious metals.

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

**“Limit of Indemnity or Liability”** means the amount stated in the Schedule, which shall be the Company’s maximum liability under Liability Section (VI) of this Policy (regardless of the total number or amount of Claims made) for any one Claim and in the aggregate for all Claims during the Policy Period.

**“Market Value”** means replacement value of insured property or item as New at the time of Loss or Damage less due allowance for betterment, wear and tear and/or depreciation.  
i.e property of the same kind, type, age and condition.

**“Period of Insurance/Policy Period”** means the period between the commencement date and the expiry date shown in the Schedule, both days inclusive.

**“Personal Possessions/Contents”** refers to the contents of the home including but not limited to furniture, clothing and appliances. It would include the following not used for Business or Business Purposes, so long as they are owned by Insured and/or Family of Insured and/or for which the Insured and/or Family of the Insured are legally responsible for:

- i. Household goods, such as furniture, fixtures, fittings, home appliances, interior decorations and items of like nature.
- ii. Personal effects such as clothes and other articles of personal nature likely to be worn, used or carried but excluding Motor Vehicles, pedal cycles, money, securities for money, stamp, bullion, deeds, bonds, bills of exchange, promissory notes, stock or share certificates, business books, manuscripts, documents of any kind.

**“Pet”** means a domestic or tamed animal or bird and shall include dogs, cats, birds, fishes or other pets as declared by You and agreed by Us.

**“Plate Glass”** means completely and securely fixed flat glass within the Insured Home (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.

**“Policy”** means the Schedule, Policy wording, Proposal, Declarations and any applicable endorsements or memoranda as applicable. The Policy contains the details of the extent of the cover available to You, what is excluded from the cover and the conditions, warranties based on which the Policy is issued.

**“Policy Year”** means a period of twelve months beginning from the Policy commencement Date and ending on the last day of such twelve-month period.

For the purpose of subsequent years, “Policy Year” shall mean a period of twelve months beginning from the end of the previous Policy Year and lapsing on the last day of such twelve-month period, till the Policy Period End Date, as specified in the Policy Schedule.

**“Pollution (under Liability Section)”** means pollution or contamination of the atmosphere or of any water land or other tangible property;

**“Portable Equipments”** means equipments that are designed and capable of being carried or moved from one location to another. This would include but are not limited to Mobile phones, Tablets, Laptops or related, cameras, wallets, expensive pens or goggles and related items.

**“Product” (under Liability Section)** means any tangible property after it has left the custody or control of the Insured, which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the Insured but shall not mean food and beverages supplied by or on behalf of the Insured primarily to the Insured’s employees as a staff benefit.

**“Public Authority”** means any Governmental, quasi-Governmental organization or any statutory body or duly authorized organization with the power to enforce laws, exact obedience, command, determine or judge.

**“Reinstatement/ Replacement /New for Old Value”** means the cost of replacing or reinstating the insured property of the same kind or type but not superior to or more extensive than the insured property when new at the same premises on the date of loss or Damage.

**“Retroactive Date”** is the date as shown in the schedule against the same item.

**“Schedule”** means the latest schedule issued by the Company as part of the Policy. It provides details of the Insured’s Policy including full description of properties covered which are in force and the period of cover against the properties described. Whenever, the Insured requests for a change in the cover, the same will be communicated by way of an endorsement, subject to payment of premium by the Insured as demanded by the Insurer for such change in cover.

**“Sum Insured”** means the amount stated in the Schedule, which is the maximum amount that We shall pay during the Period of Insurance.

**“Section Sum Insured”** means and denotes the amount of cover available under each Section as stated in the Schedule (and, where appropriate, as more particularly described and limited per item insured in schedule). This is the maximum amount that We shall pay for each and every claim and in all under that benefit, subject always to the Sum Insured.

**“Theft”** means the dishonest mis-appropriation of Insured’s property with the intention of permanently depriving the Insured of the property by the person or persons other than the insured’s employees or their representatives acting on behalf of the insured.

## SECTION I – HOME PROTECTION

### I (A) Building & I (B) Personal Possessions/Contents

We shall indemnify You for the loss and/or Damages to Your Home against any of the perils specified hereunder during the Period of Insurance, as described in the Policy Schedule.

- 1) **Fire:** Excluding destruction or Damage caused to the property Insured by
  - (a) (i) It's own fermentation, natural heating or spontaneous combustion.
  - (ii) It's undergoing any heating or drying process.
- (b) Burning of property Insured by order of any Public Authority.
- 2) **Lightning**
- 3) **Explosion/Implosion** Excluding loss, destruction or Damage
  - (a) To the boilers (other than domestic boilers), economizers 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 therefrom excluding those caused by pressure waves.
- 5) **Riot, Strike and Malicious Damage**  
Loss of or visible physical Damage or destruction by external violent means directly caused to the property Insured but excluding those caused by:
  - a) Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted authority.
  - b) Permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building or prevention of access to the same.
  - c) Burglary, housebreaking, Theft, larceny or any such attempt or any omission of any kind of any person (Whether or not such act is committed in the course of a disturbance of public peace) in any malicious act.If the Company alleges that the loss/Damage is not caused by any malicious act, the burden of proving the contrary shall be upon the Insured.
- 6) **Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation (STFI)**  
Loss, destruction or Damage directly caused by Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation.
- 7) **Impact Damage**  
Loss or visible physical Damage or destruction caused to the property Insured due to impact by any Rail/Road vehicle or animal by direct contact not belonging to or owned by
  - a) The Insured or any occupier of the Insured Home or
  - b) 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 repairs of any property or ground works 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 & Shock)**  
Loss or Damage (including loss or Damage by fire) to any of the property Insured by this Policy occasioned by or through or in consequence of earthquake including flood or overflow of the sea, lakes, reservoirs and rivers and/or Landslide/ Rockslide resulting therefrom.

### Onus of Proof

In the event of any claim made by You, for loss or Damage under this Policy You must (If so required by Us) prove to Our satisfaction that the loss or Damage was occasioned by or through or in consequence of earthquake.

### GENERAL EXCLUSIONS

This section of the Policy does not indemnify You, for

1. Loss, destruction or Damage caused by war, invasion, act of foreign enemy hostilities or war like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
2. Loss, destruction or Damage directly or indirectly caused to the property Insured by ionizing radiations or contaminations by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
3. Loss, destruction or Damage caused to the Insured property by Pollution or contamination excluding
  - a) Pollution or contamination which itself results from a peril hereby Insured against.
  - b) Any peril hereby Insured against which itself results from Pollution or contamination
4. Loss, destruction or Damage to bullion or unset precious stones, curios or works of art for an amount exceeding Rs.10,000/-, manuscripts, plans, drawings, securities, obligations or documents of any kind, stamps, coins or paper money, cheques, books of accounts or other business books, computer systems records, explosives unless otherwise expressly stated in the Policy.
5. Loss, destruction or Damage to any articles of consumable nature and motor vehicles.
6. Loss, destruction or Damage to any electrical and/or electronic machine, apparatus, fixture or fitting (excluding fans and electrical wiring in dwellings) arising from or occasioned by over- turning, excessive pressure, short circuiting, arcing, self-heating, or leakage of electricity, from whatever cause (lighting included).
7. Expenses necessarily incurred on (i) Architects, Surveyors and Consulting Engineer's Fees and (ii) Debris removal necessarily incurred by the Insured following a loss, destruction or Damage to the Property Insured by an Insured peril in excess of 3% and 1% of the claim amount respectively.

8. Loss by theft during or after occurrence of any Insured peril except as provided under Riot, Strike and Malicious Damage cover.

#### **Terrorism Damage Exclusion Warranty**

This Policy 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 exclusion warranty, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or Government(s), or unlawful associations, recognized under Unlawful Activities(Prevention Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any Government and/or to put the public or any section of the public in fear for such purposes.

This exclusion also includes loss, Damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the above.

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 You.

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

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

#### **SUM INSURED**

It is the requirement of this Insurance Policy that the Sum Insured shall be equal to the 'Market Value'. Insured may also opt for Sum Insured on 'Reinstatement Value' or 'Agreed Value' for Building (Section I A) and on 'Replacement Value' for Personal Possessions/Contents (Section I B).

The Sum Insured for Building (Section I A) shall be subject to Escalation clause, if opted by the Insured, which will reflect on the Policy Schedule.

**Escalation Clause (for Reinstatement and Market Value of Building)** - In consideration of the payment of an additional premium as informed by Us on the noted items(s) and subject to realization of the premium by us, the Sum(s) Insured thereby shall, during the Policy period of insurance, be increased each year by 5% of the annual Sum Insured.

#### **BASIS OF INDEMNITY**

The indemnity in respect of Building and Personal Possessions/Contents shall be on the basis as opted by You and shown in the Schedule.

In the event of Property insured being Damaged by any of the specified perils, We shall pay for the amount of Damage or loss or at Our option replace or repair the Damaged property. If at the time of loss, the Property hereby insured is found to be collectively of greater value than the Sum Insured thereon, then You shall be considered as being Your own insurer for the difference and shall bear a ratable proportion of the loss accordingly.

#### **GENERAL CONDITIONS**

1. This Policy shall be voidable in the event of mis-representation, mis-description or non-disclosure of any material particular.
2. All insurance under this Policy shall cease on expiry of seven days from the date of fall or displacement of any building or part thereof or of the whole or any part of any range of buildings or of any structure of which such building forms part.  
Provided such a fall or displacement is not caused by Insured perils, loss or Damage which is covered by this Policy or would be covered if such building, range of buildings or structure were Insured under this Policy.  
Notwithstanding the above, the Company subject to an express notice being given as soon as possible but not later than seven days from the date of any such fall or displacement may agree to continue the insurance subject to revised rates, terms and conditions as may be decided by it and confirmed in writing to this effect.
3. Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the Insured, before the occurrence of any loss or Damage, obtains the sanction of the Company signified by endorsement upon the Policy by or on behalf of the Company:
  - a) If the trade or manufacture carried on be altered or if the nature of the occupation or of other circumstances affecting the building Insured or containing the Insured property be changed in such a way as to increase the risk of loss or Damage by Insured perils.
  - b) If the interest in the property passes from You otherwise than by will or operation of law.
4. This insurance does not cover any loss or Damage to property which, at the time of the happening of such loss or Damage, is Insured by or would, but for the existence of this Policy, be Insured by any marine Policy or policies except in respect of any excess beyond the amount which would have been payable under the marine Policy or policies had this insurance not been effected.
5. This insurance may be terminated at any time at Your request, in which case the Company will retain the premium customary Short Period Rate for the time the Policy has been in force. This insurance may also at any time be terminated at the option of the Company, on 7 days notice to that effect being given to You, in which case the Company shall be liable to repay on demand a ratable proportion of the premium for the unexpired term from the date of the cancellation.
6. (i) On the happening of any loss or Damage, You shall forthwith give notice thereof to the Company and shall within 15 days after the loss or Damage or such further time as the company may be in writing allow in that behalf, deliver to the Company.
  - a) A claim in writing for the loss or Damage containing as particular an account as may be reasonably practicable of all the several articles or items or property Damaged or destroyed, and of the amount of the loss or Damage thereto respectively, having regard to their value at the time of the loss or Damage not including profit of any kind.
  - b) Particulars of all other insurances, if any You shall also at all times at Your own expense produce, procure and give to Us all such further particulars, plans, specification books, vouchers, invoices, duplicates or copies thereof, documents, investigation reports(internal/external) proofs and information with respect to the claim and the origin and cause of the fire and the circumstances under which the loss or Damage occurred, and any matter touching the liability or the amount of Our liability as may be reasonably required by or on Our behalf together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.  
No claim under this Policy shall be payable unless the terms of this Conditions have been complied with.(ii) In no case whatsoever shall the company be liable for any loss or Damage after the expiration of 12 months from the happening of the loss or Damage unless the claim is the subject of pending action or arbitration; it being expressly agreed and declared that if the company shall disclaim liability for any claim hereunder and such claim shall not within 12 calendar months from the date of the disclaimer have been made the subject matter of a suit in a court of law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
7. On the happening of loss or Damage to any of the property Insured by this Policy, We 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 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 Us at any time until notice in writing is given by You that no claim are made under the Policy, or if any claim is made, until such claim is finally determined or withdrawn, and We 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 You or any person on Your behalf shall not comply with Our requirements or shall hinder or obstruct Us, in the exercise of its powers hereunder, all benefits under this Policy shall be forfeited.

You shall not in any case be entitled to abandon any property to Us whether taken possession of by Us or not.

8. If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof or if any fraudulent means or devices are used by You or any one acting on Your behalf to obtain any benefit under the Policy or if the loss or Damage be occasioned by the willful act, or with Your connivance, all benefits under this Policy shall be forfeited.
9. If We at Our option, reinstate or replace the property Damaged or destroyed, or any part thereof, instead of paying the amount of the loss or Damage, or join with any other company or insurer(s) in so doing, We shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner, and in no case shall We be bound to expand more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or Damage not more than the sum Insured by the company thereon. If We so elect to reinstate or replace any property You shall at your own expense furnish Us with such plans, specifications, measurements, quantities and such other particulars as the Company with such plans, specifications, measurements, quantities and such other particulars as the company may require, and no acts done, or caused to be done, by Us with a view to reinstatement or replacement shall be deemed an election by us to reinstate or replace.
- If in any case We shall be unable to reinstate or repair the property hereby Insured, because of any municipal or other regulations in force affecting the alignment of streets or the construction of buildings or otherwise, We shall, in every such case, only be liable to pay such sum as would be requisite to reinstate or repair such property if the same could lawfully be reinstated to its former condition.
10. If the property hereby Insured shall at the breaking out of any fire or at the commencement of any destruction of or Damage to the property by any other peril hereby Insured against be collectively of greater value than the Sum Insured thereon, then You shall be considered as being Your own insurer for the difference and shall bear a ratable proportions of the loss accordingly. Even item, if more than one, of the Policy shall be separately subject to this condition.
11. If at the time of any loss or Damage happening to any property hereby Insured there be any other subsisting insurance or insurances, whether effected by You or by any other person or persons covering the same property, We shall not be liable to pay or contribute more than its rateable proportions of such loss or Damage.
12. You shall at Our expense do and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by the company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which We shall be or would become entitled or subrogated, upon its paying for or making good any loss or Damage under this Policy whether such acts and things shall be or become necessary or required before or after Your indemnification by Us.
13. If any disputes or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
- It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as hereinbefore provided, if We have disputed or not accepted liability under or in respect of this Policy.
- It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator/arbitrators of the amount of the loss or Damage shall be first obtained.
14. Every notice and other communication to Us required by these conditions must be written or printed.
15. At all times during the Period of Insurance of this Policy the insurance cover will be maintained to the full extent of the respective Sum Insured in consideration of which upon the settlement of any loss under this Policy, pro rata premium for the unexpired period from the date of such loss to the expiry of period of Insurance for the amount of such loss shall be payable by You to Us.

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

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

#### **SPECIAL PROVISIONS (Applicable to Reinstatement Value Policies)**

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

- Until expenditure has been incurred by You in replacing or reinstating the property destroyed or Damaged We shall not be liable for any payment in excess of the amount which would have been payable under the Policy if this memorandum had not been incorporated therein.
- If at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the property covered had been destroyed, exceeds the Sum Insured thereon or at the commencement of any destruction or Damage to such property by any of the perils Insured against by the Policy, then You shall be considered as being Your own insurer for the excess and shall bear a ratable proportion of the loss accordingly. Each item of the Policy (If more than one) to which this memorandum applies shall be separately subject to the foregoing provisions.
- This Memorandum shall be without force or effect if
  - You fail to intimate Us within 6 months from the date of destruction or Damage or such further time as We may in writing allow his intention to replace or reinstate the property destroyed or Damaged.
  - You are unable or unwilling to replace or reinstate the property destroyed or Damaged on the same or another site.

#### **(C) – Terrorism Damage (Only for annual policies on optional basis)**

Subject otherwise to the terms, exclusions, provisions and conditions contained in the section and in consideration of the payment by You to Us of additional premium as stated in the Schedule, it is hereby agreed and declared that notwithstanding anything stated in the "Terrorism Risk Exclusion" of this Policy to the contrary, this section is extended to cover physical loss or physical Damage occurring during the period of this Policy caused by an act of Terrorism, subject to the exclusions, limits and excess described hereinafter.

For the purpose of this cover, an act of Terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any Organization(s) or Government(s), or unlawful and Terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any Government and/or to put the public or any section of the public in fear for such purposes.

This cover also includes loss, Damage, cost or expense directly caused by, resulting from or in connection with any action taken in suppressing, controlling preventing or minimizing the consequences of an act of terrorism by the duly empowered Government or Military Authority. Provided that if You are eligible for indemnity under any Government compensation plan or other similar scheme in respect of the Damage described above, this Policy shall be excess of any recovery due from such plan or scheme. For the purpose of the aforesaid inclusion clause, "Military Authority" shall mean Armed Forces, Para Military Forces, Police or any other Authority constituted by the Government for maintaining Law and Order.

#### **EXCLUSIONS**

This cover shall not indemnify loss of or Damage to property caused by any or all of the following:

1. Loss by Seizure or Legal or Illegal occupation;
2. Loss or Damage caused by:
  - (i) Voluntary abandonment or vacation,
  - (ii) Confiscation, commandeering, nationalization, requisition, detention, embargo, quarantine, or any result of any order of Public or Government Authority, which deprives the Insured of the use or value of its property;
3. Loss or Damage arising from acts of contraband or illegal transportation or illegal trade;
4. Loss or Damage directly or indirectly arising from or in consequence of the seepage and or discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, containment or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment;
5. Loss or Damage arising directly or indirectly from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind;
6. Loss or Damage arising directly or indirectly from or in consequence of asbestos emission, release, discharge, dispersal or escape or asbestos exposure of any kind.
7. Any fine, levy, duty, interest or penalty or cost or compensation/Damages and /or other assessment which is incurred by the Insured or which is imposed by any Court, Government Agency, Public or Civil Authority or any other person;
8. Loss or Damage by electronic means including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorized instructions or code or the use of any electromagnetic weapon. This exclusion shall not operate to exclude losses (which would otherwise be covered under this Policy) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile;
9. Loss or Damage caused by vandals or other persons acting maliciously or by way of protest or strikes, labour unrest, riots or civil commotions.
10. Loss or increased cost occasioned by any Public or Government or local or civil authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any property Insured hereunder;
11. Any consequential loss or Damage, loss of use, delay or loss of markets, loss of income, depreciation, reduction in functionality, or increased cost of working;
12. Loss or Damage caused by factors including but not limited to cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service;
13. Loss or increased cost as a result of threat or hoax;
14. Loss or Damage caused by or arising out of Burglary, house-breaking, looting, 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 action taken in respect of an act of terrorism;
15. Loss or Damage caused by mysterious disappearance or unexplained loss;
16. Loss or Damage directly or indirectly caused by mold, mildew, Fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health;
17. Total or partial cessation of work or the retardation or interruptions or cessation of any process or operations or omissions of any kind.

#### **LIMITS OF INDEMNITY**

The limit of indemnity under this cover shall not exceed the Total Sum Insured given in the Policy Schedule or Rs.15,000,000,000/- whichever is lower. In respect of several insurance policies within the same compound/location with one or different insurer, the maximum aggregate loss payable per compound/location by anyone or all insurer shall be 15,000,000,000/-. If the actual aggregate loss suffered at one compound/location is more than 15,000,000,000 the amounts payable under individual policies shall be reduced in proportion to the sum Insured of the policies.

**Excess** 1% of the claim amount for each and every claim subject to min of Rs.10,000/- and max of Rs.500,000/-.

### **SECTION – II – ADDITIONAL PROTECTION**

#### **II (A) BURGLARY and THEFT**

This cover is provided only if Personal Possessions/Contents- Section I (B) is opted and shall be restricted for contents mentioned and declared under Section I(B) only. Under this section, We shall indemnify You towards:

- 1) **loss or Damage to Personal Possessions/Contents** caused by Burglary and housebreaking including theft in Your Insured Home up to the Section Sum Insured specified in the Policy Schedule,
- 2) **Damage to Insured Home and/or safe** resulting from Burglary and /or housebreaking or any attempt thereat subject to a maximum of 5% of the Sum Insured or actuals whichever is less under this section.

Provided however that no loss under 1) and 2) above shall together exceed the Sum Insured declared under this section.

#### **EXCLUSIONS**

This section of the Policy does not indemnify You,

- 1) If the loss or Damage occurs while Your Insured Home is unoccupied for more than 90 days unless informed to Us at the time of applying for insurance or prior to Home being unoccupied signified by an endorsement on the Policy.
- 2) If the loss or Damage is caused by Burglary and/or theft and where any member of Your family member/domestic staff is concerned as principal or accessory.
- 3) For any loss or Damage to Motor Vehicles, Pedal Cycles, Money, Jewellery and Valuables, work or art, paintings, curios, bonds, cheques, documents, credit and debit cards(unless previously specifically declared to and accepted by Us).
- 4) For Loss or Damage of an item perishable and/or consumable in nature.
- 5) For any loss or Damage caused by use of the key to the Insured Home or any duplicate thereof belonging to the Insured, unless such key has been obtained from You, by assault or violence or any threat thereof.

## SPECIAL CONDITIONS

**Articles in Pairs or Sets:** Where any item insured hereunder consists of articles in pair or set, Our liability in respect thereof shall not exceed the value of any particular part or parts which may be lost or Damaged without reference to any special value which such article or articles may have as part of such pair or set not more than a proportionate part of the insured value of the pair or set.

## BASIS OF INDEMNITY

In the event of Property insured being Damaged by any of the specified perils, We shall pay for the amount of Damage or loss or at Our option replace or repair the Damaged property. If at the time of loss, the Property hereby insured is found to be collectively of greater value than the Sum Insured thereon, then You shall be considered as being Your own insurer for the difference and shall bear a rateable proportion of the loss accordingly.

## II(B) – SAFETY and SECURITY

We shall indemnify You towards:

- 1) the **cost of replacing residence and/or Insured's vehicle keys** which are lost or stolen. The covered cost is limited to the money insured paid to a locksmith to produce a new key.
- 2) the **cost of replacing Your locks and keys** if Insured Home is broken into. The covered costs include the labor cost for replacing the lock.
- 3) the **cost of obtaining a locksmith** if You are locked out of Your Insured Home due to the loss or theft of keys.
- 4) the **reasonable cost of a rental car** for daily routine (for upto 2 days) if Your vehicle keys are lost or stolen and it will take more than 24 hours to replace them;

## EXCLUSIONS

This section of the Policy does not indemnify You, for the costs

- 1) associated with lost or stolen keys for a residence other than your Insured Home as specified in the Policy Schedule; and
- 2) to replace keys to vehicles that you do not own, or are for Business Purposes.

## SUM INSURED and BASIS OF INDEMNITY

It is the requirement of this Insurance that the Sum Insured shall be equal to the 'Market Value'. However, You may opt for 'Replacement Value' sum insured for Personal Possessions.

The limit for this Cover would be the value specified under the Policy Schedule upto a maximum sum insured for Personal Possessions I (A) or actuals whichever is less.

The indemnity shall be on the basis of 'Replacement Value' or 'Market Value', as opted by You with an excess of Rs 250 or 1% of the claim amount whichever is higher for each and every claim.

## SECTION III- APPLIANCE PROTECTION

This cover is provided only if Personal Possessions/Contents- Section I (B) and Additional Protection (Section II) is opted.

### III(A)- AUDIO AND AUDIO-VISUAL APPLIANCES

We shall indemnify You in respect of, **loss or Damage occasioned to the Audio and Audio-Visual Appliances** as stated in the schedule whilst contained or fixed in Insured home by:

- (i) Accidental external means;
- (ii) Mechanical or electrical breakdown;

### III (B) BREAKDOWN OF DOMESTIC APPLIANCES

For this section coverage, "**Domestic Appliances**" means Refrigerator/s, Oven/s, Mixer, Grinder, cooking range, Washing machine, Air Conditioner and other such household appliances declared by You and accepted by Us and specified in the Policy Schedule.

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

### III (C) – PORTABLE EQUIPMENTS

We shall indemnify You, in respect of the loss/Damage to the property from any fortuitous cause, any time during the period of this Insurance anywhere in India, provided that Our liability in no case exceed the item Sum Insured specified in the Schedule or in the Section Sum Insured.

- This Policy covers Portable Equipment **anywhere in India** and age not more than 10 years (otherwise declared by You and agreed by Us) belonging to the Insured.
- **Theft from any car**, except the fully enclosed one having all the doors, windows and other openings securely locked shall be excluded from the Policy.

## EXCLUSIONS

This section of the Policy does not indemnify You, for

- 1) Willful act or willful negligence by You or Your family or any other representative;
- 2) Loss or Damage caused by any faults or defects existing at the time of commencement of the present insurance within Your knowledge, whether such defects were known to Us or not;
- 3) Loss or Damage caused to the external antenna or fittings by Burglary and/or Theft;
- 4) Loss or Damage caused by or in the process of cleaning, maintenance, repair, dismantling of the Appliances;
- 5) Loss of or Damage to the property covered under this Policy falling under the terms of the maintenance agreement by manufacturer /supplier;
- 6) The cost of repair associated with any malfunction for which the manufacturer or supplier of the domestic appliances is responsible;
- 7) Arising out of the misuse of or use other than in accordance with manufacturer's recommendation of, or use of any accessory which has not been approved by the manufacturer for the appliances;
- 8) To rented or hired equipment for which the owner is responsible or by Law or under Lease /or Maintenance agreement;
- 9) Loss or Damage/cost of repair associated due to direct consequence of wear and tear or of gradual deterioration due to atmospheric or climatic changes, moths, insects and vermin;
- 10) The cost of transport to and from Insured's home and a repair Centre;
- 11) The cost of repair associated with any appliances that has been modified in any manner or is used for Business or Business Purposes;

- 12) The cost of repair associated with the detention, seizure or confiscation by Public Authorities of Your domestic appliances;
- 13) The cost of repair associated with the application of incorrect or abnormal electricity supply to your appliances or the permanent or temporary interruption of electricity supply or defects in wiring or electrical connections;
- 14) Towards aesthetic defects, such as scratches on painted, polished or enamelled surfaces.
- 15) Any costs incurred in connection with the elimination of functional failures, unless such failures were caused by an indemnifiable loss of or Damage to the insured properties.
- 16) Any costs incurred in connection with the maintenance of the insured properties, such exclusion also applying to parts exchanged in the course of such maintenance operations.
- 17) Loss or Damage for which the manufacturer or supplier of the insured properties is responsible either by law or under contract.
- 18) Consequential loss or liability of any kind or description.
- 19) Loss or Damage caused by the mechanical derangement or over winding of watches and clocks
- 20) Loss of or Damage to bulbs, ribbons, fuses, seals, belts, wires, chains, rubber belts, exchangeable parts, engraved cylinders, objects made of glass, porcelain or ceramics, sieves of fabrics, or any operating media (e.g. lubricating oil, fuel, chemicals).
- 21) Items of age more than 10 years old in respect of any loss, destruction or Damage due to Electrical and Mechanical breakdown.

#### SPECIAL CONDITION

**Individual item detail** required if individual Section Sum insured for sub section IIIA, III B and III C is less than Rs.1,00,000 each.

#### SUM INSURED

It is the requirement of this Insurance that the Sum Insured shall be equal to the 'Replacement Value'. The limit for this Cover would be upto the Section Sum Insured as mentioned in the Policy Schedule or actuals whichever is less.

#### BASIS OF INDEMNITY

1. **In case of partial loss**, where the items can be repaired compensation shall be on the basis on "New for Old" without deduction of any depreciation except for parts with limited life.
2. **In case of total loss**, where the item is damaged beyond repairs, the compensation shall be on the basis of "New for Old" without deduction of any depreciation for insured items upto 5 years of age. In case of items beyond 5 years of age, the compensation shall be subject to depreciation of 15% per year or part thereof, from the date of manufacture. However the maximum depreciation shall be limited to 75% of the replacement cost.
3. **For mobiles, tablets and similar items**, irrespective of the age, the settlement shall be subject to depreciation calculated on reducing balance method at 50% per year or part thereof.
4. **Excess applicable** shall be 5% of the claim amount subject to minimum of Rs.1000 for each and every claim.

#### SECTION IV – JEWELLERY PROTECTION

This cover is provided only if Personal Possessions/Contents- Section I (B) is opted. We shall indemnify You, towards the **loss of, destruction of, or Damage to the Insured Jewellery within Insured Home or anywhere in India** as specified in the Schedule due to Accident and/or misfortune, covering the risks of

- i. Fire and Allied perils including earthquake
  - ii. Burglary, housebreaking, hold-up including theft
- in accordance with the Perils Covered and Exclusions of Section I and II in this Policy.

#### SPECIAL CONDITIONS

- a) Where any item insured hereunder, consists of articles in pair or set, Our liability in respect thereof shall not exceed the value of any article which may be lost or Damaged without reference to any special value which such article may have as part of such pair or set, not more than a proportionate part of the insured value of the pair or set
- b) You are required to declare the item-wise details of jewellery while opting for cover, if the section sum insured is more than Rs. 50,000.
- c) At the time of claim, affected items cumulatively in excess of Rs. 50,000 and single item in excess of Rs 10,000, We may ask for the proof of purchase.
- d) You shall provide a valuation certificate by Government Approved Valuer, in respect of each item value exceeding Rs 2,00,000 and such items shall be periodically examined by a competent jeweller and You shall ensure to have all fastenings and settings of stones attended to, as advised by the jeweller.

#### EXCLUSIONS

This section of the Policy does not indemnify You for,

- 1) Loss or Damage due to theft from a vehicle unless such theft occurred by violent and visible means from an enclosed vehicle that had its windows closed and locks (and other security devices, if any) property applied;
- 2) Unexplained or mysterious disappearance.
- 3) Damage whilst in the custody of any person other than You, Your Family or Bank (where You have kept Jewellery in locker)
- 4) Loss or Damage whilst the item is being conveyed by any carrier under a contract of affreightment.
- 5) Damage attributable to any process of cleaning, washing, repairing or restoring
- 6) Any loss or Damage arising through delay, detention or confiscation by a Public Authority.
- 7) More than the sole value of an item comprising part of a pair or set without reference to any special value which such item may have had as a part of such pair or set, and not more than a proportionate part of the value of the pair or set.
- 8) Aesthetic defects such as scratches on painted, polished or enameled surfaces.

#### SUM INSURED and BASIS OF INDEMNITY

It is the requirement of this Insurance that the Sum Insured shall be on 'Cash Value' with an excess of 5% of the claimed amount subject to minimum of Rs.1000 for each and every claim. Our Maximum Limit of liability shall be not more than 20% of Personal Possessions/Contents Sum Insured or as declared by You, accepted and specified by Us in the Policy Schedule.

#### SECTION V – BAGGAGE PROTECTION

We shall indemnify You, towards

- a) the **Theft or Accidental loss, Damage or destruction anywhere in the world of personal baggage** accompanying and belonging to You and/or Your Family on a personal trip undertaken outside of the municipal limits of the village, town, or city, in which You and/or Your Family ordinarily reside.

- b) **expenses incurred by You**, whilst You and/or Your Family are on a personal trip, for contingency purchases occasioned by 'a)' above subject to maximum of Section Sum Insured as mentioned in the Schedule.

#### EXCLUSIONS

This section of the Policy does not indemnify You,

- a) For loss, Damage or destruction:
- (i) due to cracking, scratching or breakage of lens or glass whether part of any Equipment or otherwise to any item of a fragile or brittle nature (whether part of the item lost, Damaged or destroyed or otherwise) unless the loss, Damage or destruction is caused by an accident involving the mode of transport of such item;
  - (ii) to any item of a tobacco, alcoholic and perishable nature.
  - (iii) to any item being conveyed by any carrier under a contract of affreightment.
  - (iv) to any loose item (including clothing) being worn or carried about during the trip.
  - (v) of any electrical item caused by misuse, use other than in accordance with the manufacturer's recommendation, defect, excessive pressure, short circuiting, arcing or by the effects of electricity from whatever cause(including lightning);
  - (vi) of any money, securities, manuscripts, deeds, bonds, bills of exchange, promissory notes, share certificates, stamps, business books or documents, Jewellery, watches, furs, precious metals, precious stones, gold or silver ornaments, travel tickets, cheques bank drafts and Portable Equipments as defined in the Policy;
  - (vii) to personal baggage that is not within the care, custody or control of Insured and Insured's family.
  - (viii) to personal baggage caused by rat, Fungus, insects or vermin
  - (ix) caused by or arising from the leakage, spilling or explosion of liquids, oils or similar materials, or articles of a dangerous or damaging nature.
- (b) For the loss of personal baggage from a Vehicle unless such loss occurred by violent and visible means
- (c) For more than the sole value of an item comprising part of a pair or set, without reference to any special value which such item may have had as a part of such pair or set and not more than a proportionate part of the value of the pair or set.

#### SUM INSURED

The Sum Insured under the Policy would be fixed on Market Value basis.

#### BASIS OF INDEMNITY

The indemnity shall be on the basis of 'Market Value' with Our maximum liability restricted to Rs.5,000/- per item or the 'Market Value' of the item whichever is less, subject to maximum of the Section Sum Insured. The cover can be claimed maximum two times during a Policy Year, with an excess of Rs 250 for each and every claim.

### SECTIONS VI – LIABILITY PROTECTION

#### VI (A) THIRD PARTY LIABILITY

We shall indemnify You against the legal liability (other than under the Public Liability Insurance Act, 1991 or any other statute based on the doctrine of "No Fault Liability") to pay compensation including claimant's costs, fees and expenses, in accordance with Indian Law.

##### 1. INDEMNITY

The Indemnity applies to claims arising only out of following named accidents,

- a) Loss or Damage to third party due to accidental fall of objects from the Insured Home
- b) Loss or Damage to third party due to Accident in Insured Home such as but not limited to electric shock, gas cylinder burst, pet bite, slip and fall

occurring in the Insured Home during the Period of Insurance first made in writing against the Insured during the Policy Period and the Insured is indemnified for Injury and / or Damage but only against claims arising out of or in connection with Your Home in the Schedule and not against claims arising out of or in connection with:

- (a) Pollution howsoever caused unless specifically covered
- (b) Any Product.

The indemnity under this Policy is only to the Insured named under the Policy.

##### 2. NOTIFICATION EXTENSION CLAUSE

You should notify Us during the Policy Period as per Condition 1 of this Section any specific event or circumstance which We accepts may give rise to a claim or claims which form the subject of indemnity by this Policy, then the acceptance of such notification means that We will deal with such claim or claims as if they had first been made against You during the Policy Period. The extension under this clause will be subject to the maximum time limit laid down under the Indian Limitation Act in force from time to time.

##### 3. DEFENCE COSTS

We will pay all costs, fees and expenses incurred with their prior consent in the investigation, defense or settlement of any claim made against You and the costs of representation at any inquest, inquiry or other proceedings in respect of matters which have a direct relevance to any claim made or which might be made against You, provided such claim or claims are the subject of indemnity by the Policy. Such costs, fees and expenses are called 'Defence Costs'.

##### 4. INDEMNITY LIMITS

Our total liability to pay compensation, Claimant's costs, fees and expenses and defence costs shall not exceed the Indemnity limit stated in the Policy schedule. Indemnity limit applies to any one claim or series of claims arising from one originating cause. Indemnity limit shall represent the total amount of company's liability during the Policy Period.

##### 5. CLAIMS SERIES CLAUSE

For the purpose of this Policy where a series of and/or several bodily injuries and/or property Damages are attributable directly or indirectly to the same cause all such bodily injuries and/or property Damages shall be added together and all such bodily injuries and/or property Damages shall be treated as one claim and such claim shall be deemed to have been made at the point in time when the first of the claims was made in writing. There shall, however, be no coverage for claims made arising from one specific cause, which are made later than 3 years after the first claim of the series.

##### 6. EXCESS

You shall bear as excess the amount or percentage of the Limit of Indemnity per any one accident so stipulated in the Schedule attached to the Policy. This excess shall be applicable to both (a) death/ bodily injury and (b) property Damage, inclusive of defence costs arising out of any one accident. Our liability shall attach for the claim in excess of such amount.

## EXCLUSIONS

This section of the Policy does not indemnify You, in case of liabilities

1. assumed by You by agreement and which would not have attached in the absence of such agreement.
2. arising out of Act of God such as and not limited to earthquake, Tsunami, earth-tremor, volcanic eruption, flood, storm, tempest, typhoon, hurricane, tornado, cyclone or other similar convulsions of nature and atmospheric disturbance.
3. arising out of Riot, Strike and Malicious Damage.
4. arising out of deliberate, willful or intentional non-compliance of any statutory provision.
5. arising out of loss of pure financial nature such as loss of goodwill, loss of market, etc.
6. arising out of all personal injuries such as libel, slander, false arrest, wrongful eviction, wrongful detention, defamation, etc. and mental injury, anguish, or shock resulting there from;
7. arising out of fines, penalties, punitive or exemplary Damages or any other Damages resulting from the multiplication of compensatory Damages.
8. directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, terrorism or military or usurped power.
9. directly or indirectly caused by or contributed to by
  - a. ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
10. This Policy does not cover liability for claims arising out of; the ownership possession or use by or on behalf of the Insured of any motor vehicle or trailer for which compulsory insurance is required by legislation
11. transportation of materials and / or hazardous / dangerous substances outside Insured's premises.
12. the ownership possession or use by or on behalf of the Insured of any aircraft, watercraft or hovercraft.
13. Damage to property owned leased or hired or under hire-purchase or on loan to the Insured or otherwise in the Insured's care custody or control.
14. Injury and/ or Damage occurring prior to the Retroactive Date in the Schedule, Provided always that in the event of any Injury or Damage arising from continuous or continual inhalation, ingestion or application of any substance following the covered accident and where the Insured and Company cannot agree when the Injury or Damage occurred, then
  - (a) Injury shall be deemed to have occurred when the claimant first consulted a qualified medical practitioner in respect of such Injury;
  - (b) Damage shall be deemed to have occurred when it first became evident to the claimant even if the cause was unknown.
15. The deliberate, conscious or intentional disregard of the Insured's technical or administrative management of the need to take all reasonable steps to prevent claims.
16. Injury to any person under the contract of employment or apprenticeship with the Insured their contractor(s) and/or Sub-Contractor(s) when such Injury arises out of the execution of such contract.
17. Liability more specifically Insured elsewhere.
18. Arising out of Accidents occurring outside Insured Home.

## CONDITIONS

1. You shall give written notice to Us as soon as reasonably practicable of any claim made against You (or any specific event or circumstance that may give rise to a claim being made against You) and which forms the subject of indemnity under this Policy and shall give all such additional information We may require. Every claim, writ, summons or process and all documents relating to such event shall be forwarded to Us immediately they are received You.
2. No admission, offer, promise or payment shall be made or given by or on Your behalf without the Our written consent.
3. We will have the right, but in no case the obligation, to take over and conduct in Your name the defence of any claim and will have full discretion in the conduct of any proceedings and in the settlement of any claim and having taken over the defence of any claim may relinquish the same. All amounts expended by Us in the defence settlement or payment of any claim will reduce the limits of indemnity specified in the Schedule of the Policy.

In the event, We at Our sole discretion, choose to exercise Our right pursuant to this condition, no action taken by Us in the exercise of such right will serve to modify or expand in any manner, Our liability or obligations under this Policy beyond what Our liability or obligations would have been had it not exercised its rights under this condition.
4. You shall give all such information and assistance as may reasonably require by Us.
5. If at the time of happening of any event resulting into a liability under this Policy, there be any other public liability insurance or insurances effected by You or by any other person covering the same liability, then We shall not be liable to pay or contribute more than its rateable proportion of such liability. This Policy does not cover liability which at the time of happening of any event resulting into such liability, be Insured by or would, but for the existence of this Policy, be Insured by, any other Policy (but not a Public Liability Policy) or Policies, except in respect of any excess beyond the amount which could have been payable under such Policy / Policies, had this Insurance not been effected.
6. The event of liability arising under the Policy or the payment of claim under the Policy, the Limit of Indemnity per any one-year under the Policy shall get reduced by the extent of quantum of liability to be paid or actual payment of such claim. Under no circumstances, it shall be permissible to reinstate the limit of indemnity to the original level, even on payment of extra premium.
7. It is also hereby further expressly agreed and declared that if We shall disclaim liability to You for any claim hereunder 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.
8. We shall not be liable to make any payment under this Policy in respect of any claim if such claim shall be in any manner fraudulent or supported by any statement or device whether by You or by any person on Your behalf and/or if the insurance has been continued in consequence of any material mis-statement or the non-disclosure of any material information by or on Your behalf.
9. Any dispute concerning the interpretation of the terms, conditions limitations and/ or exclusions contained herein is understood and agreed to by both You and Us to be subject to Indian law. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within India and to comply with all requirements necessary to give such court the jurisdiction. All matters arising hereunder shall be determined in accordance with the laws of India.

## VI (B) TENANT'S LEGAL LIABILITY

*(Applicable only if You are a tenant in the Insured Home)*

Legal liability incurred by You as a Tenant of the premises for loss of or Damage to the rented Insured Home as specified in the Policy schedule by any of causes listed in Section VI (A) above.

This section covers legal liability only to the extent that You would be held legally liable in the absence of any specific tenancy agreement.

## EXCLUSIONS

- a) We shall not be liable to pay compensation for Your any contractual liability.

- b) This section will also not cover loss or Damage caused by wear & tear, settlement or shrinkage, vermin, insects, Fungus, weather, or anything which happens gradually; faulty materials, design or workmanship, building work which involves alternations, renovations, extensions or repairs, or subsidence or heave of the land.

#### **BASIS OF INDEMNITY/LIMIT OF LIABILITY**

The limit of liability will be as specified in the Policy Schedule.

#### **VI (C) EMPLOYEES' COMPENSATION**

We, subject to the terms exclusions and conditions contained herein or endorsed hereon, that if at any time during the Period of Insurance Your Employee or Employees shall sustain Injury by accident arising out of and in the course of his employment in Your Insured Home, for which You are liable to pay compensation under any Law(s) specified in the Schedule, then We shall indemnify You, upto the Limit of Indemnity against all sums for which You shall be so liable, including costs and expenses for defending any such claim incurred with the Our consent.

Provided always that in the event of any change in the Law(s) or the substitution of other legislation therefor, this Policy shall remain in force but Our liability shall be limited to such sum as We would have been liable to pay if the Law(s) had remained unaltered.

#### **DEFINITION**

Employee or Employees means such person or persons in direct employment under You in the Insured Home, and limited only to Domestic Help, Servants, Gardener's, Driver, Home Manager & Staff and Gate Keepers and shall not include any person employed under Your Contractor or Sub-Contractor

#### **INSURABLE VALUE**

Wages i.e. the remuneration payable to an Employee by the Insured for the employment and includes any privilege or benefit which is capable of being estimated in money other than a travelling allowance or the value of any travelling concession or a contribution paid by the employer of an employee towards any pension or provident fund or a sum paid to an employee to cover any special expenses entailed on him by the nature of his employment for the Period of Insurance.

#### **LIMIT OF INDEMNITY**

Limit of Indemnity means the maximum amount of indemnity as specified in the Schedule that will be provided under this Policy by Us in respect of

- a) any particular claim by an Employee and
- b) all claims arising out of all accidents for any number of Employees during the Period of Insurance.

#### **CONDITIONS**

1. **Safeguards:** You shall take reasonable precautions to prevent accidents and disease and shall comply with all statutory obligations, and other safety regulations as applicable to the Insured Home.
2. **Declaration of Employees and Wages:** It is clearly agreed and Understood that You shall be bound at all times to declare all Employees and Wages payable in respect of such Employees on the basis of which the Premium for this Policy is calculated.  
In case of increase in Employees or Wages subsequent to insurance, You shall keep Us intimated and obtain endorsement by payment of necessary additional premium.
3. You are required to provide **Police Verification** of the Employee.

#### **EXCLUSIONS**

This section of the Policy does not indemnify You,

- a) For Injury caused to Employee by accident directly or indirectly caused by or arising from or in consequence of or attributable to any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.  
For the purpose of this exclusion, an act of terrorism means an act or series of acts, 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), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.
- b) Accident occurring at any other place than the Insured Home specified in the Policy.
- c) For Occupational Diseases contracted by an Employee
- d) For interest and/or penalty imposed on the Insured under any law or otherwise.
- e) Medical expenses not exceeding Rs.5,000 in connection with treatment of any Injury sustained by an Employee, as a consequence of accident in the Insured Home.
- f) For persons employed in the Business under Your Contractor or Sub-Contractor.
- g) For Injury sustained by Employee whilst in Your employment otherwise than the work related to Your Household work.
- h) Assumed by agreement which would not have attached in the absence of such agreement
- i) For any sum which the Insured would have been entitled to recover from any party but for an agreement between You and such party.
- j) For any accident occurring whilst the Employee is under the influence of intoxicating liquor or drugs.
- k) For any incapacity or death of an Employee resulting from his/her deliberate self-injury or the deliberate aggravation of an accidental Injury.

#### **SECTION – VII : ADDITIONAL LIVING EXPENSE PROTECTION**

In the event of the Insured Home being destroyed or Damaged by any Insured Peril (under Section I A), making it unfit for living. As a consequence if You have to take up an alternative accommodation, We shall, subject to special conditions set out herein, **indemnify You against the Additional Rent** (subject to maximum as specified in the Policy Schedule) which You are called upon to bear for the period beginning from the date of loss until the Insured Home is rendered fit for living. Such period not exceeding such reasonable time as is required to restore the premises with due diligence to a condition fit for occupation or the maximum indemnity period of twelve (12) months whichever is earlier provided that Our liability should not exceed the Section Sum Insured mentioned in Policy Schedule.

Provided further that if the Sum produced by applying the monthly Additional Rent, borne by You for the alternative accommodation to the maximum indemnity period is more than the Sum Insured hereby, Our liability shall be proportionately reduced.

We shall reimburse You towards additional expenses of rent for an alternative accommodation covered on the following basis:

- 1) The period of indemnity is limited to the period during which the original premises remain untenable as a result of occurrence of perils Insured subject to maximum indemnity period of twelve (12) months.

- 2) Certificate from the Local Municipal Authority or an Architect to the effect that premises in question are untenable will be accepted as adequate proof of the fact that the premises, in fact have become untenable.
- 3) The area for alternative accommodation may be equivalent to the area presently occupied. However, no restriction will apply in respect of locality for the alternative accommodation, so long as the alternative accommodation is taken in the same city of Town.
- 4) Cover may be permitted to the Tenant or Owner-Occupant. Further, in respect of the owner-occupant, the alternative accommodation may be limited to the area presently under Insured Home.
- 5) If You are Owner-Occupant, You will not be paying any rent based on the area occupied by You (in comparison with the actual rent being paid by the tenant in the same building or similar buildings in the same locality) the standard rent based on the rateable values fixed by Municipal/Revenue Authorities for tax purposes may be treated as the original rent for purpose of this insurance.
- 6) It will be compulsory for:
  - a) The Owner-Occupant to insure both Building and Personal Possessions (contents).
  - b) The Tenant to insure the contents of the premises for which he is seeking this insurance

#### SPECIAL CONDITIONS

- a) This insurance shall apply subject to the condition that the Insured Home occupied by You, whether as owner or tenant, forms part of a building not being Kutcha Construction.
- b) If the area of alternative accommodation taken by You is more than the area of the Insured Home occupied by You, the additional rent borne by You for the purpose of this insurance shall be deemed to be that proportion of the additional rent actually borne by You as the area of the Insured Home which was in Your occupation
- c) You shall be at liberty to take alternative accommodation in any locality so long as it is within the Municipal limit of the city or town in which the Insured Home is situated.

#### BASIS OF INDEMNITY

- **If You are the Owner-Occupant**, the additional rent borne by You is arrived at after deducting the standard rent of the premises from the actual rent paid for the alternative accommodation. The standard rent shall be based on the rateable values fixed by the Municipal/Revenue authorities for tax purposes.
- **If You are a tenant only** and for safeguarding Your legal tenancy rights are obliged to pay rent for the premises even during the period when it is not fit for occupation, the additional rent borne by You is the actual rent for the alternative accommodation.
- **If You are a tenant** and are not obliged to pay rent for the Insured Home during the period when it is not fit for occupation, the additional rent borne by You is the actual rent paid for alternative accommodation taken less the rent which You were paying for the premises immediately prior to the same being Damaged or destroyed by Insured Perils and rendered unfit for occupation.

#### SECTION – VIII PURCHASE PROTECTION

We shall reimburse You, upto the Section Sum Insured for **new items that You purchased anytime during the Policy Year, if the same are lost, Damaged or destroyed** by an Insured event under Coverage "Section I –Home Protection" or "Section II – Additional Protection".  
At the time of claim, for affected items cumulatively in excess of Rs. 50,000 and single item in excess of Rs 10,000, We may ask for the proof of purchase.

#### EXCLUSIONS

This section of the Policy does not indemnify You, for

- a) Items which have been carried during a trip/journey.
- b) Items those were lost or stolen from a vehicle.
- c) Any motor vehicle including automobiles, boats and airplanes and any equipment and/or parts necessary for their operation and/or maintenance;
- d) Permanent household and/or business fixtures
- e) Travellers cheque(s), cash, tickets of any kind, negotiable instruments, bullion, rare or precious coins or stamps, plants, animals, consumables, perishables and services;
- f) Art, antiques, firearms, and collectable items;
- g) furs, Jewellery, gems, precious stones and articles made of or containing gold (or other precious metals and/or precious stones);
- h) Items insured have rented or leased;
- i) Used, rebuilt, refurbished, or remanufactured items at the time of purchase;
- j) Shipping and handling expenses or installation, assembly related costs;
- k) Items purchased for resale, professional, or commercial use;
- l) Losses that are caused by vermin, insects, termites, mold, wet or dry rot, bacteria or rust;
- m) Losses due to mechanical failure, electrical failure, software failure, or data failure including, but not limited to any electrical power interruption, surge, brownout or blackout, or telecommunications or satellite systems failure;
- n) Items Damaged due to normal wear and tear, inherent product defect or normal course of play (such as, but not limited to sporting or recreational equipment);
- o) Items that insured Damaged through alteration (including cutting, sawing, and shaping);
- p) Items left unattended in a place to which the general public has access;
- q) Losses due to or related to nuclear, biological or chemical event.
- r) Items lost, Damaged or stolen from a place other than the residence mentioned in the Policy schedule.
- s) Item/s which is not being returned to the seller due to any reason.

All exclusions and conditions applicable to Section I –Home Protection" or "Section II Additional Protection" is deemed to be incorporated hereunder.

#### BASIS OF INDEMNITY

In the event of Property insured being Damaged by any of the specified perils under Section I – Coverage for Your Home" or "Section II – Additional Protection", We shall indemnify on the basis of Purchase/Invoice Price as per Section Sum Insured specified in the Policy Schedule or upto 10% of the Personal Possessions/Contents I (B) with an excess Rs.1000 for each and every claim.

#### DEPRECIATION

Claim payable will be reduced by depreciation calculated at 15% per annum from the date of manufacture, subject to maximum depreciation of 75% of the replacement cost.

#### SECTION – IX PEDAL CYCLE PROTECTION

We shall indemnify You, for **loss or Damage caused to pedal cycles** belonging to You or Your family by an Insured event under Coverage "Section I – Home Protection" or "Section II – Additional Protection".

## EXCLUSIONS

This section of the Policy does not indemnify You, for

- a) Any loss or Damage caused whilst the pedal cycle is being used for hire or reward, racing or pace making, or outside India.
- b) Any loss or Damage caused by overloading, strain or mechanical breakdown.
- c) The Burglary or Theft of any accessories affixed to the pedal cycle unless the entire pedal cycle is stolen at the same time.

All exclusions and conditions applicable to Section I –Home Protection” or “Section II Additional Protection” is deemed to be incorporated hereunder.

## SPECIAL CONDITIONS

- The pedal cycle should be properly locked when left unattended.
- The Cover is only applicable within Insured Home premises.

## BASIS OF INDEMNITY

The indemnity in respect of the Pedal Cycles covered under this section will be on the basis of ‘Market Value’ upto an amount as specified in the Policy Schedule with an excess of 2.5% of Sum Insured or minimum of Rs.250 for each and every claim. Our Liability shall be for upto 2 pedal cycles covered, only once during the Policy year.

## DEPRECIATION

Claim payable will be reduced by depreciation calculated at 20% per annum from the date of manufacture, subject to maximum depreciation of 80% of the replacement cost.

## SECTION – X IMPORTANT DOCUMENTS PROTECTION

“Documents” for the purpose of insurance under this section include only property House Title Deeds, plans & related documents, Passport, Driving License, PAN Card, Bank Passbooks, Aadhar (UID) Card, Ration Card and Voters’ ID card, Educational Records & certificates.

We shall reimburse You, the actual expenses incurred by You **for replacement/reissue/obtaining duplicate or fresh documents** directly from the issuing Authority and limited to the Sum Insured specified in the Schedule to this Policy, following any loss or Damage caused in accordance with Section I or Section II of this Policy.

## EXCLUSIONS

This section of the Policy does not indemnify You, for

- a) Loss of the Documents mentioned above due to theft unless it has been reported to the police within 24 hours of the Insured / Insured Person becoming aware of the theft and a written police report being obtained in that regard.
- b) Loss of the Documents due to delay or confiscation or detention by the customs, police or public authorities.
- c) Loss of the Documents mentioned above due to it being left unattended or forgotten by the Insured / Insured Person in a public place or public transport, hotel or apartment.
- d) Loss or theft of the Documents mentioned above from a private place or from a private vehicle, unless it was located in a locked hotel room, apartment or locked vehicle, and forcible and violent entry was used to gain access to it.

All exclusions and conditions applicable to Section I – Coverage for Your Home” or “Section II Additional Protection” is deemed to be incorporated hereunder.

## BASIS OF SUM INSURED and INDEMNITY

The indemnity in respect of the Important Documents as mentioned above, and covered under this section shall be as per list below, within the aggregate limit of upto Rs. 10,000 per Policy Year or an amount as specified in the Policy Schedule with an excess Rs.150 for each and every claim.

The aggregate limit for listed items shall be as below:

- House Title deed, plans & related documents – Rs 5,000/-
- Passport - Rs 1,500/-
- Driving licence/ PAN card/ Bank Passbooks/ Aadhar (UID) Card, Ration Card and Voters’ ID card.- Rs 500/-
- Educational Records/ certificates - Rs 3000/-

## SECTION – XI GOLF KIT PROTECTION

We shall reimburse You, by payment or at its **option by repair reinstatement or replacement against for any loss or Damage due to Insured perils** (under Section I and Section II of this Policy), to the Golf kit belonging to You, whilst in transit to or from or whilst in any recognised Golf Club House/Golf course within territorial limits or Your specified Insured Home

## EXCLUSIONS

This section of the Policy does not indemnify You, for

- a) Loss of the Golf Kit due to theft unless it has been reported to the police within 24 hours of the Insured / Insured Person becoming aware of the theft and a written police report being obtained in that regard.
- b) Loss of the Golf Kit due to it being left unattended or forgotten by the Insured outside his/her Insured Home.
- c) Loss or theft of the Golf Kit where there was no forcible and violent entry.
- d) Aesthetic defects such as scratches on painted, polished or enamelled surfaces.
- e) Loss or Damage caused by or resulting from wear or tear or deterioration.

All exclusions and conditions applicable to Section I – Coverage for Your Home” or “Section II Additional Protection” is deemed to be incorporated hereunder.

## BASIS OF SUM INSURED and INDEMNITY

The indemnity in respect of the Golf Kit, and covered under this section shall be to the extent of the ‘Market Value’ of the property so lost/Damaged sustained but not exceeding an amount as specified in the Policy Schedule with an excess Rs.1000 for each and every claim.

## DEPRECIATION

Claim payable will be reduced by depreciation calculated at 20% per annum from the date of manufacture, subject to maximum depreciation of 80% of the replacement cost.

## SECTION – XII PET PROTECTION

Under this Section, We shall subject to the terms, exceptions and conditions contained under Section I and Section II (of this Policy) provide You compensation for the **accidental death or theft of Your legally owned Pet/s**. Policy

### EXCLUSIONS

This section of the Policy does not indemnify You, for

- 1) Intentional killing whether by or under the order of any government or public authority or any person or body having jurisdiction in the matter except where a pet suffers an accident and the resultant injury and suffering is incurable and so excessive that immediate destruction is imperative for humane reasons provided a qualified veterinary surgeon appointed by Us shall first have certified so.
- 2) Death directly or indirectly caused by, happening through or in consequence of:
  - a) any surgical operation unless conducted by a qualified veterinary surgeon and certified by him to have been necessitated solely by accident and to have been carried out in an attempt to preserve the pet's life.
  - b) malicious or wilful injury whether or not caused by the You or Your family.
  - c) confiscation or requisition by or under the order of any government or public authority or any person or body having or claiming jurisdiction in the matter.

### SPECIAL CONDITIONS

If a pet is operated upon for castration or spaying, cover under this Section shall cease immediately prior to the day of operation. No liability will attach unless

- a) at the commencement of the insurance You are the sole owner of each pet. (Cover under this Section shall cease the moment You sell it or parts with it permanently, and cover is automatically suspended for any duration when You have parted with it temporarily.)
- b) the pet remains within India.
- c) You, at all times, provide proper care and attention for each pet.
- d) in the event of an accident, You immediately, at Your own expense, consults a qualified veterinary surgeon and shall, if required by Us, allow removal for treatment.
- e) in the event of death of a pet, You immediately, at Your own expense, arranges for a post-mortem and autopsy examination by a qualified veterinary surgeon.
- f) in the event of loss of a pet due to theft, You should lodge a complaint with the Police within 24 hours and take all necessary measures to try to locate the pet, including placing an advertisement in a major daily newspaper.
- g) Our liability shall be conditional upon Your warranty that at the commencement of this Policy, each Pet insured is of sound health and free from any illness, disease, lameness, injury or physical disability.
- h) In any claim or in any action suit or proceeding to enforce a claim for death of a pet under this Section, the Insured has to prove that the death does not fall under any of the exclusions above and has to submit the Death certificate.

All exclusions and conditions applicable to "Section II Additional Protection" is deemed to be incorporated hereunder.

### BASIS OF SUM INSURED and INDEMNITY

The indemnity in respect Your Pet covered under this section shall not exceed an amount as mentioned in the Policy Schedule for each pet with an excess Rs.250 for each and every claim. Our liability is restricted to two pets only.

## SECTION –XIII ATM CASH WITHDRAWAL PROTECTION

Under this section, We shall indemnify You towards, **loss of Money** in Your possession withdrawn from any ATM in India using Your ATM/Debit Card, **against robbery or theft caused at Your Insured Home** within 6 hours of the withdrawal subject to Sum Insured for this section as mentioned in the Schedule for any one loss during the Policy tenure theft and a written police report being obtained in that regard.

### EXCLUSIONS

This section of the Policy does not indemnify You, for

1. Theft of Money from an unattended vehicle
2. Damages and/ or liabilities that happened before or after the covered period

### BASIS OF SUM INSURED and INDEMNITY

The indemnity in respect Your ATM withdrawal covered under this section shall not exceed an amount as specified in the Policy Schedule with an excess Rs.250 for each and every claim.

## SECTION –XIV PLATE GLASS PROTECTION

We shall indemnify You to the extent of the Intrinsic Value of any Plate Glass described in the Schedule accidentally Damaged ("Damage" as hereinafter defined) or any loss due to any fortuitous event not hereinafter excluded in respect of each item the Sum Insured thereon expressed in the Schedule or in the whole in any one Period of Insurance the Total Sum Insured hereby or such sum or sums as may be substituted thereof by endorsement hereon or attached hereto signed by or on behalf of the Company.

### SUM INSURED and BASIS OF INDEMNITY

The basis of valuation and indemnity in respect of each item covered under this section shall be on Market Value basis.

In the event of Property insured being Damaged by any of the specified perils, We shall pay for the amount of Damage or loss or at its option replace or repair the Damaged item.

If the item hereby insured shall, at the commencement of any destruction of or Damage to the item by any of the Insured perils be collectively of greater value than the Sum Insured thereon, then You shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss as Sum Insured bears to such value. Every item, if more than one, of the Policy shall be separately subject to this condition.

Upon happening of the Damage, the Sum Insured shall stand reduced by the amount of such loss paid by the Company. The Sum Insured shall be reinstated only upon You paying Us the prorata 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.

### CONDITIONS

#### 1. ASSESSMENT OF PAYMENT

We may, in Our 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.

If We opts to make payment to You, then:

- a) 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.
- b) 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.
- c) Our liability to make payment shall be up to the Insured Value as specified in the Schedule for each item of Plate Glass.
- d) All Plate Glass in respect of which a Claim is accepted under this Policy shall become the property of the Company and the Insured shall, at its own expense, take all steps to preserve it and remove from it any uninsured items.

### EXCLUSIONS

The Company shall not be liable in respect of:

1. Any loss or Damage caused wilfully or knowingly by the Insured, or any loss or Damage in which the Insured or any person acting on his behalf is involved or implicated.
2. Damage arising from the Plate Glass being worked upon in any manner or during its removal or replacement or arising out of or in course of alterations to the Premises.
3. Frames or framework of any description or the cost of removal of any fittings, fixtures or other obstructions.
4. Scratched, cracked or imperfect Plate Glass.
5. Disfiguration or scratching or Damage to glass other than fracture extending through the entire thickness of glass;
6. Breakage of glass not completely and securely fixed;
7. Damage as a result of faulty workmanship and/or defective design of frames or framework or fittings or fixtures of any description.
8. Costs of recreating any glazing and/or lettering and /or ornamentation and /or any surface treatment or surfacing on the Damaged Plate Glass unless such is specifically declared for insurance hereon.

## STANDARD TERMS & CONDITIONS OF THE POLICY

These terms and conditions have general application to this Policy as a whole, and they apply regardless of the number of benefits that are operative under this Policy. Please note that each Benefit may have additional terms and conditions that re specific to that benefit, and these additional terms and conditions will be listed within the benefit under the heading "Special Conditions" which would apply in addition to the General conditions stated herein.

1. **Incontestability and Duty of Disclosure:** The Policy shall be null and void and no benefit shall be payable in the event of untrue or incorrect statements, misrepresentation, mis description or non-disclosure in any material particular in the proposal form, personal statement, declaration and connected documents, or any material information having been withheld , or a claim being fraudulent or any fraudulent means or devices used by the Insured or any one acting on his behalf to obtain any benefit under this Policy.
2. **Reasonable Care:** The Insured shall take all reasonable steps to safeguard the interests of the Insured against accidental loss or Damage that may give rise to the claim.
3. **Change in Circumstances**

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

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

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

4. **Terrorism Damage Exclusion Warranty:** This Policy 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 exclusion, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or Government(s), or unlawful associations, recognized under Unlawful Activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any Government and/or to put the public or any section of the public in fear for such purposes.

This exclusion also includes loss, Damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing, controlling preventing or minimizing the consequences of an act of terrorism by the duly empowered Government or Military Authority.

For the purpose of the aforesaid inclusion clause, "Military Authority" shall mean Armed Forces, Para Military Forces, Police or any other Authority constituted by the Government for maintaining Law and Order.

5. **Material Change:** The Insured shall immediately notify the Company in writing of any material change in the Risk and cause at his own expenses such additional precautions to be taken as circumstances may require to ensure safe operation of the Insured items or Trade or Business practices thereby containing the circumstances that may give rise to the Claim and the Company may, adjust the scope of cover and/or premium, if necessary, accordingly.
6. **Records to be maintained:** the insured shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record. The insured shall within one month after the expiry of each period of insurance furnish such information as the Company may require.
7. **No Constructive Notice:** Any of the circumstances in relation to these conditions coming to the knowledge of any official of the company shall not be the notice to or be held to bind or prejudicially affect the Company notwithstanding subsequent acceptable of any premium.
8. **Notice of Charge etc. :** The Company shall not be bound to notice or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this Policy but the receipt of the Insured or his legal personal representative shall in all cases be an effectual discharge to the company.
9. **Special Provisions:** Any special provisions subject to which this Policy or in any separate instrument shall be deemed to be part of this Policy and shall have effect accordingly.
10. **Overriding effect in Section's Term & Conditions:** The terms and conditions contained herein and in separate coverage section shall be deemed to form part of the Policy and shall be read as if they are specifically incorporated herein; however in case of any inconsistency of any term(s) and condition(s) contained herein shall be read with the scope of cover/terms and conditions contained in section and shall be deemed to be modified accordingly or superseded in case of inconsistency being irreconcilable.
11. **Electronic Transactions:** The insured agrees to adhere to and comply with all such terms and conditions as the company may prescribe from time to time, and hereby agrees and confirms that all transactions effected by or through facilities for conducting remote transactions including the Internet, world wide web, electronic data interchange, call centers, teleservice operations (Whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of the Company, for and in respect of the Policy or its terms, or the company's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the Company's terms and conditions for such facilities, as may be prescribed from time to time. The insured agrees that the Company may exchange, share or part with any information to or with any other person in connection with the Policy, as may be determined by the Company and shall not hold the Company liable for such use/application.
12. **Insured's Duties upon loss:** On the occurrence of any loss, within the scope of cover under the Policy the Insured shall:
  - (a) Forthwith file/submit a Claim form in accordance with "Claim Procedure" Clause as provided in the Coverage Sections.
  - (b) Allow the surveyor or any agent of the Company to inspect the lost/Damaged properties/premises/goods or any other material items, as per ;the right to inspect" clause as provided in this part.
  - (c) Not abandon the Insured property/item/premises, nor take any steps to rectify/remedy the Damage before the same has been approved by the Company or any of its agents or the Surveyor.

If the Insured does not comply with the provisions of this Clause or other obligations cast upon the Insured under this Policy, in Terms of the other clauses referred to herein or in Terms of the other clauses in any of the Policy documents, all benefits under the Policy, in terms of the other clauses referred to herein or in terms of the other clauses in any of the Policy documents, all benefits under the Policy shall be forfeited, at the option of the Company.

**Position after a claim:** The Insured shall not be entitled to abandon any Insured item/Property whether the company has taken possession of the same or not. As from the day of receipt of the claim amount by the insured as determined by the Company to be fit and proper, the Sum Insured for the remainder of the period of Insurance shall stand reduced by the amount of the compensation.
13. **Rights of Company on happening of loss or Damage:** On the happening of loss or Damage , or circumstances that have given rise to a claim under this Policy, the Company may:
  - a) enter and/or take possession of the Insured property, 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; and
  - d) sell any such property or dispose of the same for account of whom it may concern.

The powers conferred by this conditions 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. 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 this Policy in answer to any claim.

If the insured or any person on his behalf shall not comply with the requirement of the company, or shall hinder or obstruct the Company in the exercise of the powers hereunder, all benefits under the Policy shall be forfeited at the option of the Company.

**Right to inspect :** If required by the Company, an agent/representative of the Company including a loss assessor or a Surveyor appointed in that behalf shall in case of any loss or any circumstances that have given rise to the claim to the Insured be permitted at all reasonable times to examine into the circumstances of such loss. The insured shall on being required so to do by the Company produce all books of accounts, receipts, documents relating to or containing entries relating to the loss or such circumstance in his possession and furnish copies of or extracts from such of them as may be required by the Company to ascertain in the correctness thereof or the liability of the Company under the Policy.
14. **Subrogation:** In the event of payment under this Policy, the Company shall be subrogated to all the Insured's rights or recovery thereof against any person or organization, and the Insured shall execute and deliver instruments and papers necessary to secure such rights.

The insured and any claimant under this Policy shall at the expenses of the Company do and concur in doing and permit to do done, all such acts and things as may be necessary or required by the Company, before or after Insured's indemnification, enforcing or endorsing any right or remedies, or of obtaining relief or indemnity, to which the Company shall be or would become entitled or subrogated.

15. **Contribution** : If at the time of the happening of any loss or Damage covered by this Policy, there shall be existing any other insurance of any nature whatsoever covering the same, whether effected by the Insured or not, then the Company shall not be liable to pay or contribute more than its ratable proportion of any loss or Damage.
16. **Fraudulent Claims**: If any claim is in any respect fraudulent, or if any false statement, or declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy, or if a claim is made and rejected and no court or suit is commenced within twelve months after such rejection or, in case of arbitration taking place as provided therein, within twelve(12) calendar months after the Arbitrator or Arbitrators have made their award, all benefits under this Policy shall be forfeited.
17. **Cancellation / Termination**: The Company may at any time, cancel this Policy, by giving 15 days notice in writing by recorded delivery to the Insured at his last known address in which case the Company shall be liable to repay on demand a ratable proportion of the premium for the unexpired term from the date of the Cancellation. The insured may also give 15 days notice in writing to the Company, for the Cancellation of this Policy, in which case the Company shall from the date of receipt of notice cancel the Policy and retain the Premium for the Period this Policy has been in force at the Company's short period scale given Below:

No of Days	Rate Applicable
10 days	10% of the annual rate
1 Month	15% of the annual rate
2 Months	30% of the annual rate
3 Months	40% of the annual rate
4 Months	50% of the annual rate
5 Months	60% of the annual rate
6 Months	70% of the annual rate
7 Months	75% of the annual rate
8 Months	80% of the annual rate
9 Months	85% of the annual rate
More than 9 Months	The Full Annual Rate

**For long term policies:**

If a Policy issued with Policy Period above 1 year is cancelled, then premium for the year which is fully utilised by Insured will be retained in full by the Company. For current year, the premium will be refunded either on short period scale (If cancelled by the Insured) or on prorata basis (If cancelled by the Company). For the year which has not commenced, the premium will be refunded in full.

Long term discount allowed on the Policy will be readjusted if the Policy is cancelled 2nd year onwards, provided no claim has arisen during the period of insurance for which cancellation of Policy has been sought.

Premium shall be refunded on prorata basis excluding first year premium for long term policies of 3 years or more, on cancelling of policies where the claim has occurred in the first year.

Please Note: No refund of premium shall be due on cancellation if insured has made a claim under the Policy.

18. **Policy Disputes**: Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed to by both the insured and the Company to be subject to Indian Law. Each party agrees to submit to the exclusive jurisdiction of the High Court of Mumbai and to comply with all requirements necessary to give such Court the jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practices of such court.
19. **Arbitration Clause**: If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties thereto or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.  
  
It is clearly agreed and understood that no dispute or difference shall be referable to arbitration as herein before provided, if the Company has disputed or not accepted liability under or in respect of this Policy.  
It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator/ arbitrators of the amount of the loss or Damage shall be first obtained.  
It is also hereby 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.
20. **Renewal Notice**: The Company shall not be bound to accept any renewal premium nor give notice that such is due. Every renewal premium (which shall be paid and accepted in respect of this Policy) shall be so paid and accepted upon the distinct understanding that no alteration has taken place in the facts contained in the proposal or declaration herein before mentioned and that nothing is known to the insured that may result to enhance the risk of the Company under the guarantee hereby given. No renewal receipt shall be valid unless it is on the printed form of the Company and signed by an authorized official of the Company.
21. **Observation of Terms and Conditions**: The due observance and fulfillment of the terms, conditions and endorsement 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.
22. **Notices**: Any notice, direction or instruction given under this Policy shall be in writing and delivered by hand, post, or fax to In case of Insured - As mentioned in the schedule

In case of the Company:

Liberty General Insurance Ltd.  
10<sup>th</sup> Floor, Tower A, Peninsula Business Park,  
Ganpatrao Kadam Marg,  
Lower Parel, Mumbai – 400013  
Tel: 02207001313  
Fax : 022 67001606

Notice and instruction will be deemed served 7 days after posting or immediately upon recipient in the case of hand delivery, fax or e-mail.

23. **Customer Service:** If at any time the Insured requires any clarification or assistance, the insured may contact the offices of the Company at the address specified during normal business hours.

#### GRIEVANCE REDRESSAL

We assure the best customer service from our end to our valued Insured/Insured Person(s) and request you to adopt following procedure in case of any service related query or grievance. You may communicate your query or grievances by sending a letter to below mentioned address or to your nearest branch or email at below mentioned email ID or by calling at our below mentioned call centre number.

Customer Care Cell  
Liberty General Insurance Ltd.  
10th Floor, Tower A, Peninsula Business Park, Lower Parel, Mumbai  
E-mail :care@libertyinsurance.in  
Toll Free No :18002665844

Please include your Policy number in all you communication with the Company. This will help us resolve the issue more efficiently.

If You are not satisfied with redressal of Your grievance, You may approach the nearest Insurance Ombudsman for resolution of Your grievance.

The contact details of the Ombudsman offices are mentioned below;

Office of the Ombudsman	Contact Details	Areas of Jurisdiction
<b>AHMEDABAD</b>	Insurance Ombudsman, Office of the Insurance Ombudsman, 2nd Floor, Ambica House, Nr. C.U. Shah College, Ashram Road, <b>AHMEDABAD-380 014</b> . Tel.:- 079-27546840 Fax : 079-27546142 Email <a href="mailto:ins.omb@rediffmail.com">ins.omb@rediffmail.com</a>	Gujarat , UT of Dadra & Nagar Haveli, Daman and Diu
<b>BHOPAL</b>	Insurance Ombudsman, Office of the Insurance Ombudsman, Janak Vihar Complex, 2 <sup>nd</sup> Floor, 6, Malviya Nagar, Opp. Airtel, Near New Market, <b>BHOPAL(M.P.)-462 023</b> . Tel.:- 0755-2569201 Fax : 0755-2769203 Email <a href="mailto:bimalokpalbhopal@airtelmail.in">bimalokpalbhopal@airtelmail.in</a>	Madhya Pradesh & Chhattisgarh
<b>BHUBANESHWAR</b>	Insurance Ombudsman, Office of the Insurance Ombudsman, 62, Forest Park, <b>BHUBANESHWAR-751 009</b> . Tel.:- 0674-2596455 Fax : 0674-2596429 Email <a href="mailto:ioobbsr@dataone.in">ioobbsr@dataone.in</a>	Orissa
<b>CHANDIGARH</b>	Insurance Ombudsman, Office of the Insurance Ombudsman, S.C.O. No.101-103, 2nd Floor, Batra Building, Sector 17-D, <b>CHANDIGARH-160 017</b> . Tel.:- 0172-2706468 Fax : 0172-2708274 Email <a href="mailto:ombchd@yahoo.co.in">ombchd@yahoo.co.in</a>	Punjab , Haryana, Himachal Pradesh, Jammu & Kashmir , UT of Chandigarh
<b>CHENNAI</b>	Shri V. Ramasaamy, Insurance Ombudsman, Office of the Insurance Ombudsman, Fathima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, <b>CHENNAI-600 018</b> . Tel.:- 044-24333668 /5284 Fax : 044-24333664 Email <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 Surendra Pal Singh, Insurance Ombudsman, Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Bldg., Asaf Ali Road, <b>NEW DELHI-110 002</b> . Tel.:- 011-23239633 Fax : 011-23230858 Email <a href="mailto:jobdelraj@rediffmail.com">jobdelraj@rediffmail.com</a>	Delhi & Rajasthan
<b>GUWAHATI</b>	Shri Sarat Chandra Sarma, Insurance Ombudsman, Office of the Insurance Ombudsman, "Jeevan Nivesh", 5 <sup>th</sup> Floor, Near Panbazar Overbridge, S.S. Road, <b>GUWAHATI-781 001 (ASSAM)</b> . Tel.:- 0361-2132204/5 Fax : 0361-2732937. Email <a href="mailto:ombudsmanghy@rediffmail.com">ombudsmanghy@rediffmail.com</a>	Assam , Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
<b>HYDERABAD</b>	Shri K Chandrasah, Insurance Ombudsman, Office of the Insurance Ombudsman, 6-2-46, 1 <sup>st</sup> Floor, Moin Court, A.C. Guards, Lakdi-Ka-Pool, <b>HYDERABAD-500 004</b> . Tel : 0484-65504123 Fax: 040-23376599, Email <a href="mailto:insombudhyd@gmail.com">insombudhyd@gmail.com</a>	Andhra Pradesh, Karnataka and UT of Yanam – a part of the UT of Pondicherry
<b>ERNAKULAM</b>	Insurance Ombudsman, Office of the Insurance Ombudsman, 2nd Floor, CC 27/2603, Pulinat Bldg., Opp. Cochin Shipyard, M.G. Road, <b>ERNAKULAM-682 015</b> . Tel : 0484-2358759 Fax : 0484-2359336. Email <a href="mailto:lokochi@asianetindia.com">lokochi@asianetindia.com</a>	Kerala , UT of (a) Lakshadweep , (b) Mahe – a part of UT of Pondicherry
<b>KOLKATA</b>	Ms. Manika Datta, Insurance Ombudsman, Office of the Insurance Ombudsman, North British Bldg., 29, N.S. Road, 4 <sup>th</sup> Floor, <b>KOLKATA-700 001</b> . Tel : 033-22134866 Fax : 033-22134868.	West Bengal , Bihar , Jharkhand and UT of Andaman & Nicobar Islands , Sikkim

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<b>LUCKNOW</b>	Email <a href="mailto:iombkol@vsnl.net">iombkol@vsnl.net</a> Insurance Ombudsman, Office of the Insurance Ombudsman, Jeevan Bhawan, Phase-2, 6 <sup>th</sup> Floor, Nawal Kishore Road, Hazaratganj, <b>LUCKNOW-226 001</b> , Tel : 0522 -2231331 Fax : 0522-2231310 Email <a href="mailto:insombudsman@rediffmail.com">insombudsman@rediffmail.com</a>	Uttar Pradesh and Uttaranchal
<b>MUMBAI</b>	Shri S Viswanathan, Insurance Ombudsman, Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz(W), <b>MUMBAI-400 054</b> , Tel : 022-26106928 Fax : 022-26106052 Email <a href="mailto:ombudsmanmumbai@gmail.com">ombudsmanmumbai@gmail.com</a>	Maharashtra , Goa

The updated grievances redressal procedure shall be provided on the website of the Company and is subject to change in compliance with guidelines/ regulations issued by Insurance Regulatory and Development Authority.