

## Kotak Home Secure POLICY WORDINGS

In consideration of the Insured named in the Schedule hereto having paid to the Kotak Mahindra General Insurance Company Ltd. (hereinafter called the Company) the full premium mentioned in the said Schedule, the Company agrees, (subject to the conditions and exclusions contained herein or endorsed or otherwise expressed hereon) that if after payment of the premium the insured Premises described in the said Schedule or any part of such insured Premises be destroyed or damaged by any of the perils specified hereunder during the Policy Period specified in the Schedule or of any subsequent period in respect of which the Insured shall have paid and the Company shall have accepted the premium required for the renewal of the Policy, the Company shall pay to the Insured the value of the insured Premises at the time of the happening of its destruction or the amount of such damage or at its option reinstate or replace such property or any part thereof.

This Policy has been issued on the basis of the statements and declarations made by the Insured in the Proposal. Please inform the Insurer immediately of any changes to the nature, exposure or location or any other changes affecting the insured Property or its Contents.

### Definitions

For the purposes of this Policy, the terms specified below shall have the meaning set forth wherever appearing/specified in this Policy or related Extension / Optional Covers:

Where the context so requires, references to the singular shall also include references to the plural and references to any gender shall include references to all genders. Further, any references to statutory enactment include subsequent changes to the same.

Accident or Accidental	means a sudden, unforeseen, and involuntary event caused by external, visible and violent means.
Actual Total Loss	is where the insured "Premises" is destroyed or damaged by any fortuitous cause except those excluded, so as to become completely uninhabitable.
Burglary / Housebreaking	means the unforeseen and unauthorized entry to or exit from the insured premises by aggressive and detectable means with the intent to steal contents there from
Contents	<p><b>For Section A (1 - Standard Fire and Special Perils – Structure and Contents)</b> shall include furniture, fixtures &amp; fittings; cupboards including inbuilt cupboards; jewellery and valuables; curios, works of art &amp; paintings; electrical fittings; Portable Equipments; domestic appliances &amp; electronic equipments; sanitary fittings; crockery &amp; cutlery; steel utensils; clothing &amp; personal effects; drapery; other Household Articles.</p> <p><b>For Section A (2 – All Risk Structure and Contents)</b> shall include furniture, fixtures &amp; fittings; cupboards including inbuilt cupboards; jewellery and valuables; curios, works of art &amp; paintings; electrical fittings; Portable Equipments; domestic appliances &amp; electronic equipments; sanitary fittings; crockery &amp; cutlery; steel utensils; clothing &amp; personal effects; drapery; other Household Articles.</p> <p>Provided for this Section; Portable Equipments not older than 5 years and Electronic Equipments, Domestic Appliances not older than 10 Years.</p>
Domestic appliances	means Air Conditioners, Television/s, Tape recorders, Radios, Refrigerator/s, Washing Machine/s, Micro Wave Oven/s, Mixers/Grinders/Food Processor/s, Oven/s, Cooking Range/s and such other house hold appliances whilst stored or lying in Your Structure specifically declared and accepted by for insurance.
Deductible	Means the amount stated in the Schedule, which shall be borne first by the Insured in respect of each and every claim made under this Policy.
Electronic Equipments	mean Computers, Micro-processors, and Audio / Visual equipments. The term equipment shall also include the entire computer system consisting of CPU, Keyboards, Monitors, Printers, Stabilizers, UPS, and System Software etc. Dish Antenna is, however, excluded from the scope.
Family	means the Insured, Spouse, Children, Parents, Parents in Law, Grand Parents, Brothers and Sisters and other near relatives residing with the Insured at the Premises stated in the Schedule.
Hold up	means when You are threatened by any weapon and there exists a possibility of actual physical harm to You
Jewellery and Valuables	means Gold or Silver or any Precious Metals including Diamonds or articles made from any Precious Metals and watches.
Kutchra Construction	Means buildings" having walls and/ or roofs of wooden planks/thatched leaves and/or grass/hay of any kind/bamboo/plastic cloth/asphalt cloth/ canvas/ tarpaulin and the like are treated as "Kutchra" construction.
Policy	means the Proposal, Policy Wording, the Schedule and Applicable Extension / Optional covers under the Policy. The Policy contains details of the extent of cover available to the Insured, the exclusions under the cover and the terms, conditions, warranties and limitations of the issue of the Policy.
Policy Period	means the period commencing from Policy Start Date and hour as specified in the Schedule and terminating at midnight on the Policy End Date as specified in the Schedule to this Policy.
Portable equipment	means Photographic Equipments, Laptops, Mobile Phones, Video Cameras, Telescopes, Musical Instruments, tablets, iPods and Portable Equipments of similar nature.
Proposal	Means the application form that the Insured signs for this insurance and which contains information provided by the Insured regarding the risk or which is given to the Company on behalf of the Insured and which shall form part of the Policy.
Registered Sale Deed Agreement	means the sale deed of the Premises which has been registered with the respective local or municipal authority as required per law.
Schedule	means this schedule and parts thereof, and any other annexure(s) appended, attached and/or forming part of this Policy.

Structure / Premises	means flat or apartment used for residential purpose owned by the Insured located in a multi storied building and also independent building used for residential purpose which is not of Kutchha Construction including its extensions and not more than 30 years old, situated anywhere in India including outbuildings but excluding any garden, yard, open verandah, or other fixed attachments and fixed accessories thereof. The "building" shall possess a valid Occupancy Certificate, a building Completion Certificate and the Right to Reconstruction Certificate issued by the competent government authority. Term "Structure" and "Premises" can be used interchangeably.
Sum Insured	means the monetary amount shown against each item under the Schedule which shall be our maximum liability.
Terrorism / 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.
Theft	means the misappropriation of Contents by any person with the intention of permanently depriving the Insured and/or Insured's family of such Contents and does not include larceny, pilferage and the like.
We, Our, Us, Company	means Kotak Mahindra General Insurance Company Ltd.
You, Your, Yourself, Insured	means the person We insure as set out in the Schedule.

## Section A – Covers

The benefits available under Section A of this Policy described below covers Benefits under this Section payable subject to the terms, conditions and exclusions of this Policy and the availability of the Sum Insured and subject always to any sub-limits specified in respect of that benefit and any limits applicable under the plan in force for You as specified in the Policy Schedule.

Our total liability under this Policy for payment of any and all claims in the aggregate during each policy year of the Policy Period shall not exceed the Sum Insured.

### A. SCOPE OF COVER

#### 1. Standard Fire and Special Perils – Structure and Contents

We shall pay You for the loss, destruction or damage to the Structure and Content (whilst stored or lying in Your Structure), caused by and arising out of the perils stated hereunder subject to terms, exclusions, conditions and clauses contained herein or endorsed hereon:

##### 1.1 . Fire

Excluding destruction or damage caused to the Insured Premises by

- Its own fermentation ,natural heating or spontaneous combustion its undergoing any heating or drying process.
- Burning of Insured Premises by order of any Public Authority.

##### 1.2. Lightning

##### 1.3. Explosion/Implosion

Excluding loss, destruction of or damage

- To 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,
- Caused by centrifugal forces

##### 1.4. Aircraft Damage

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

##### 1.5. Riot, Strike and Malicious Damage

Loss of or visible physical damage or destruction by external violent means directly caused to the Insured Premises but excluding those caused by

- Total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.
- Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority.
- Permanent or temporary dispossession of any building or plant or unit or machinery resulting from the unlawful occupation by any person of such building or plant or unit or machinery or prevention of access to the same.
- 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.

##### 1.6. Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation

Loss destruction or damage directly caused by Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood or Inundation excluding those resulting from earthquake, volcanic eruption or other convulsions of nature. (Wherever earthquake cover is given as an "add on cover" the words "excluding those resulting from earthquake volcanic eruption or other convulsions of nature" shall stand deleted.)

#### 1.7. Impact Damage

Loss of or visible physical damage or destruction caused to the Insured Premises due to impact by any Rail/ Road vehicle or animal by direct contact not belonging to or owned by

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

#### 1.8. Subsidence and Landslide including Rock slide

Loss, destruction or damage directly caused by Subsidence of part of the site on which the Structure stands or Land slide/Rock slide excluding:

- The normal cracking, settlement or bedding down of new structures
- The settlement or movement of made up ground
- Coastal or river erosion
- Defective design or workmanship or use of defective materials
- Demolition, construction, structural alterations or repair of any Structure or groundwork or excavations.

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

#### 1.10. Missile Testing Operations

#### 1.11. Leakage from Automatic Sprinkler Installations

Excluding loss, destruction or damage caused by

- Repairs or alterations to the buildings or premises
- Repairs, Removal or Extension of the Sprinkler Installation
- Defects in construction known to the Insured.

#### 1.12. Bush Fire

Excluding loss, destruction or damage caused by Forest Fire.

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

#### 1.13. Earthquake (Fire and Shock)

Cover for loss or damage (including loss or damage by fire) 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.

### VOLUNTARY DEDUCTIBLE

The following discounts would be applicable on the basis of deductible chosen-		
Deductible Amount		
AOG Perils	Other Perils	Discount
5% of the claim amount subject to minimum of (₹)		
10 Lakhs	5 Lakhs	2%
20 Lakhs	10 Lakhs	4%
30 Lakhs	15 Lakhs	6%
60 Lakhs	30 Lakhs	8%
100 Lakhs	50 Lakhs	10%
>100 Lakhs	>50 Lakhs	To be referred to HO

#### 2. All Risk Cover – Structure and Contents

The Company agrees subject to Terms, Conditions, Definitions, Limitations, Exclusions and Warranties contained herein or endorsed or otherwise expressed in the Policy that Structure and Contents (whilst stored or lying in

Your Structure) belonging to You herein after described in the Policy Schedule or any part thereof be lost, destroyed or damaged by any fortuitous cause other than those specifically excluded, the Company will indemnify the Insured as per the Sum Insured opted and agreed.

Claims for Contents under this section is subject to deductible of (₹)1000 for each and every claim.

### 3. Burglary & Theft

3.1. The Company will indemnify the Insured in respect of loss or damage to the Premises and Contents (whilst stored or lying in Your Structure) by Burglary or Theft at any time during the Policy Period. The Content described in the Schedule hereto or any part thereof shall be lost destroyed or damaged by Burglary or Housebreaking or Theft or Hold-up;

3.2. Any damage to the Premises described in the Schedule hereto following upon or occasioned by an actual forcible and violent entry to or exit from the Premises or any attempt thereat by the person or persons committing or attempting to commit such Theft.

Claims under this section are subject to deductible of ₹1000 for each and every claim.

## B. SUM INSURED OPTIONS FOR STRUCTURE AND CONTENTS

### 1. Sum Insured Option for Structure

The options available to select Sum Insured for the Structure is either Agreed Value Basis or Indemnity Basis or Reinstatement Basis and as specified and agreed in the Policy Schedule.

#### 1.1. "Flat/Apartment" on Agreed Value Basis:

The Sum Insured for flat /apartment on Agreed Value Basis shall be the amount agreed on the basis of criterias specified below and as mentioned in the schedule. The agreed value shall be based on the following two criterias:

- Area of the "Flat / Apartment" (Square Feet) indicated in the Registered Sale Deed Agreement.
- Per square feet amount mentioned in the Ready Reckoner for property tax and stamp duty issued by Revenue Department of the State in which the locality is or amount mentioned in valuation report of a government approved valuer, as accepted by Insurer.

Formula for calculating Sum Insured under Agreed Value Basis =  $a \times b$

#### 1.2. "Flat/Apartment/Individual Building" On Reinstatement Value Basis:

The Sum Insured for Structure on Reinstatement Value Basis shall be the amount that will be incurred reconstruction value for the "Structure" of the same kind or type but not superior to or more extensive than the insured "Structure" when new as determined by the reconstruction cost, excluding the cost of the land. The reconstruction cost shall be based on two parameters which are mentioned below:

- Area of the "flat /apartment" (in square feet) indicated in the Registered Sale Deed Agreement.
- Present day per square feet cost of construction in the locality where the Structure is situated, as per the data available with the local government authority.

Subject to Endorsement clause 3 applicable for policies issued on Reinstatement Value basis

**Escalation Provision:** In consideration of the payment of an additional premium amounting to 50% of the premium produced by applying the specified percentage to the first or the annual premium as appropriate on the under noted items(s) the Sum(s) Insured thereby shall, during the Policy Period, be increased each day by an amount representing 1/365th of the specified percentage (not exceeding 25%) increase per annum, as mentioned in the Policy Schedule.

Formula for calculating Sum Insured under Reinstatement Value Basis =  $a \times b \times (1 + \text{Escalation \% Chosen})$

#### 1.3. "Flat/Apartment/Individual Building" On Indemnity Value Basis:

Sum Insured on Indemnity Basis shall be the amount that will be incurred on reconstruction value for the "Structure" of the same kind or type but not superior to or more extensive than the insured "Structure" when new as determined by the reconstruction cost, excluding the cost of the land less the depreciation. The reconstruction cost shall be based on two parameters which are mentioned below:

- Area of the "flat /apartment" (in square feet) indicated in the Registered Sale Deed Agreement.
- Present day per square feet cost of construction in the locality where the Structure is situated, as per the data available with the local government authority.

**Escalation Provision:** In consideration of the payment of an additional premium amounting to 50% of the premium produced by applying the specified percentage to the first or the annual premium as appropriate on the under noted items(s) the Sum(s) Insured thereby shall, during the Policy Period, be increased each day by an amount representing 1/365th of the specified percentage (not exceeding 25%) increase per annum, as mentioned in the Policy Schedule.

Formula for calculating Sum Insured under Indemnity Value Basis =  $a \times b \times (1 + \text{Escalation \% Chosen}) \times (1 - \text{Depreciation at the Rate of } 2.5 \% \text{ per annum} \times \text{Age of the Structure})$ .

## 2. Sum Insured Options for Contents:

The options available to select Sum Insured for Content is on New for Old Basis or Indemnity basis and as specified and agreed in the Policy Schedule.

### 2.1. Sum Insured for Contents on New For Old Basis:

The Sum Insured for "Contents" shall represent the replacement value of the insured items by new Contents of the same kind and same capacity without any allowance for wear and tear and or depreciation.

### 2.2. Sum Insured for Contents on Indemnity Basis:

The Sum Insured for "Contents" is based on the replacement value of the insured items as new less due allowance for betterment, wear and tear and or depreciation.

### 2.3. Sum Insured for Contents on First Loss Basis:

The Sum insured for "Contents" is basis on the First Loss Basis in proportion of \_\_\_% of 100% Sum Insured, amounting to a value as stated in the Schedule. It is further declared and agreed that in the event of the total value of Contents at risk at the time of loss being greater than the total value declared for purpose of this cover and incorporated in the Schedule, You shall be considered as being Your own insurer, for the difference, and shall bear a rateable share of the loss accordingly. Subject otherwise to the coverage, terms and conditions and the claims procedure as incorporated in the Policy and endorsed hereon

## C. BASIS OF SETTLEMENT FOR STRUCTURE AND CONTENTS

### 1. Actual Total Loss Settlement for Structure

#### 1.1. "Flat/Apartment" Where Sum Insured is on Agreed Value Basis

i. In the event of an Actual Total Loss, the Insured may at his option Reconstruct or Reinstatement the damaged Flat/Apartment only (and not any premises /structure /infrastructure /support/access/supporting walls appurtenant thereto or annexed therewith) subject to the following Special Provisions and subject also to the terms and conditions of the policy except in so far as the same may be varied hereby:

- The work of replacement or reinstatement of the Flat / Apartment (Which may be carried out upon another site and in any manner suitable to the requirements of the insured subject to the liability of the Company not being thereby increased) with the prior approval of the insurer must be commenced and carried out with reasonable dispatch and in any case must be completed within 24 months after the destruction or damage or within such further time as the company may in writing allow.
- Until expenditure has been incurred by the Insured in replacing or reinstating the Flat / Apartment destroyed or damaged the Company shall not be liable for any payment.
- The Company's Liability shall be limited to the Actual Cost of Reconstruction or Reinstatement of the damaged Flat / Apartment of the same kind or type but not superior to or more extensive than the insured Flat / Apartment when new on the Date of Loss.

ii. If the Insured opts to retain the damaged Flat / Apartment but does not intend to Reinstatement or Reconstruct, the basis of settlement shall be the Cost of Reconstruction of the said Flat /Apartment of the same kind or type but not superior to or more extensive than the insured Flat / Apartment when new as on Date of the Loss

iii. The Insured may opt not to exercise his right to Reconstruct or Reinstatement the damaged Flat/Apartment or retain the damaged Flat/Apartment and instead opts to abandon the Flat/Apartment to the Insurer including vesting in the Insurer all rights of the Insured appurtenant thereto including the right to Reconstruct the same, in which case the amount payable shall be the Sum Insured indicated in the Policy Schedule.

#### 1.2. Flat/Apartment/Individual Building" Where Sum Insured Is On Reinstatement Value Basis

In the event of the Insured Premises being destroyed or damaged, the basis upon which the amount payable is to be calculated shall be cost of Replacing or Reinstating on the same site or any other site with Structure of the same kind or type but not superior to or more extensive than the Insured Premises when new as on Date of the Loss, subject to the following Special Provisions and subject also to the terms and conditions of the policy except in so far as the same may be varied hereby and subject to the Company's Liability not exceeding the Sum Insured mentioned in the Schedule.

- The work of Replacement or Reinstatement (Which may be carried out upon another site and in any manner suitable to the requirements of the insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable dispatch and in any case must be completed within 12 months after the destruction or damage or within such further time as the company may in writing allow, otherwise no payment beyond the amount which would have been payable under the policy

if this memorandum had not been incorporated therein shall be made.

- ii. Until expenditure has been incurred by the Insured in Replacing or Reinstating the Structure destroyed or damaged the Company shall not be liable for any payment in excess of the amount which would have been payable under the policy if this memorandum had not been incorporated therein.
- iii. 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 Structure covered had been destroyed, exceeds the sum Insured thereon or at the commencement of any destruction or damage to such Structure by any of the perils insured against by the policy, then the insured shall be considered as being his own insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item of the policy (if more than one) to which this memorandum applies shall be separately subject to the foregoing provision:
  - a) If the Insured fails to intimate to the Company within 6 months from the day of destruction or damage or such further time as the Company may in writing allow his intention to replace or reinstate the Structure destroyed or damaged or
  - b) The Insured is unable to unwilling to replace or reinstate the Structure destroyed or damaged on the same or another site in which case:

The basis of settlement shall be the cost of construction of Structure of the same kind or type but not superior to or more extensive than the Insured Premises when new as on date of the loss, less depreciation at the rate of 2.5% per year or part thereof depending upon the age of the "Building" but not exceeding the Sum Insured stated in the Schedule

### 1.3. "Flat/Apartment/Individual Building" On Indemnity Basis

The cost of construction on the Date of Loss on the same site of the "Building" of the same kind or type but not superior to or more extensive than the Insured Premises when new as on the Date of Loss less depreciation at the rate of 2.5 % per year or part thereof depending on the Age of the "Building" but not exceeding the sum Insured stated in the schedule

In the event there is any claim made by the Insured under this policy, subject to the other terms, conditions and exclusions of this Policy, it is a condition precedent to the Insurer being liable under this Policy that the Insured shall furnish to the Insurer at the time of making a claim under this Policy the Government / Municipally approved plans which contains the details of the legally approved area of the "Building" being the subject matter of this Insurance.

## 2. Partial Loss Settlement for Structure

### 2.1. "Flat/Apartment" For Sum Insured on Agreed Value Basis

The company shall indemnify the Insured the Actual Cost of Repairs provided the repairs are carried within 12 months from the date of loss or damage or within such further time as the Company may in writing allow provided also that the Company's Liability shall in no case exceed the Sum Insured Stated in the Schedule.

### 2.2. "Flat/Apartment/Individual Building" For Sum Insured on Reinstatement Value Basis

The company shall indemnify the Insured the Actual Cost of repairs provided the repairs are carried within 12 months from the date of loss or damage or within such further time as the Company may in writing allow provided also that the company's liability shall in no case exceed the Sum Insured Stated in the Schedule and subject to the provisions of Reinstatement Value Clause.

### 2.3. "Flat/Apartment/Individual Building" For Sum Insured on Indemnity Basis

The company shall indemnify the Insured the Actual Cost of Repairs provided the repairs are carried within 12 months from the date of loss or damage or within such further time as the Company may in writing allow, less depreciation at the rate of 2.5% per year or part thereof depending on the age of the "Building" provided also the company's liability shall in no case exceed the Sum Insured Stated in the Schedule.

## 3. Loss Settlement for Content

### 3.1. New For Old Basis

In the event of a loss the company shall indemnify the Insured for Replacement Value of the insured items by a new Content of the same kind and same capacity without any allowance for wear and tear and or depreciation provided the age of the damaged insured item does not exceed 5 Years.

In case the age of the damaged item exceeds 5 years the settlement shall be on the Replacement Value of the insured items as new at the time of damage less due allowance for betterment, wear and tear and or depreciation or the value which can be realized from the market for such insured item immediately before occurrence of damage whichever is lower.

## 3.2. Indemnity Basis

In the event of a loss the Company shall indemnify the Insured for the Replacement Value of the insured items as new at the time of damage less due allowance for betterment, wear and tear and or depreciation or the value which can be realized from the market for such insured item immediately before occurrence of damage whichever is lower.

Depreciation Chart for Contents	
Age of the Instrument/ Component	Depreciation Percentage
Up to 6 months	10%
Up to 1 Years	20%
Up to 2 Years	40%
Up to 3 Years	50%
Up to 4 Years	60%
Up to 5 years	70%
Above 5 Years	75%

## EXTENSION TO SECTION - A

The following Extension Covers will be applicable under the Policy only if We have received the applicable premium due for that Extension Cover in full and the Policy Schedule specifies that the Extension Cover is in force for the Insured.

Benefits under the Extension Covers will be applicable subject to the terms, conditions and exclusions of the Extension Covers, and subject always to any sub-limits specified in respect of that Extension Cover and any limits applicable under the Policy in force for the Insured Person as specified in the Policy Schedule.

Our total liability under this Policy for payment of any and all Claims in the aggregate during each Policy Year of the Policy Period shall not exceed the Sum Insured.

### 1. Terrorism Damage Cover Endorsement (material Damage Only) (\*) Insuring Clause

Subject otherwise to the terms, exclusions, provisions and conditions contained in the Policy and in consideration of the payment by the Insured to the Company 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 Policy 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 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.

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 the Insured is 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.

### Losses Excluded

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, nationalisation, 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, contaminant 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 unauthorised 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 commotion;
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 mould, 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 interruption or cessation of any process or operations or omissions of any kind.

#### Limit of Indemnity

The limit of indemnity under this cover shall not exceed the Total Sum Insured given in the Policy Schedule or INR 20,000,000,000 whichever is lower. In respect of several insurance policies within the same compound/location and/or arising out of a single event with one or different insurers, the maximum aggregate loss payable per compound/location and/or arising out of a single event by any one or all insurers shall be ₹20,000,000,000. If the actual aggregate loss suffered at one compound/location and/or arising out of a single event is more than ₹20,000,000,000 the amounts payable towards individual policies shall be reduced in proportion to the sum insured of the policies.

#### Definition of Single event

Physical loss or physical damage arising during a period of 72 consecutive hours out of an "act of terrorism" would be considered as single event.

#### Excess \*

**Shops & Residential Risks:** 1% of the claim amount for each and every claim subject to Minimum of ₹10,000 and Maximum of ₹500,000

**Non-Industrial Risks:** 1% of the claim amount for each and every claim subject to Minimum of ₹25,000 and Maximum of ₹1,000,000

**Industrial Risks:** 5% of the claim amount for each and every claim subject to Minimum of ₹100,000 and Maximum of ₹2,500,000

\*Whichever is applicable

#### Add On Covers

It is further declared and agreed that the limit of indemnity including the claim on add on cover(s) shall not exceed total sum insured plus separate sub limit opted for add on cover(s) or ₹20,000,000,000 whichever is lower. In respect of several insurance policies within the same compound/location or affected in the single event, the maximum aggregate loss payable per compound/ location and/or arising out of single event by any one or all insurers shall be ₹20,000,000,000.

#### Mid Term Cover

In case the coverage under this endorsement is granted during the currency of the policy, no claims will be payable for loss or damage for loss or damage to property caused by an act of terrorism occurring during the first 15 (fifteen) days from the date of granting such cover.

#### Sanction, Limitation And Exclusion Clause

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

#### Cancellation Clause

Notwithstanding the cancellation provisions relating to the basic insurance policy on which this endorsement is issued, there shall be no refund of premium allowed for cancellation of the Terrorism risk insurance during the period of insurance except where such cancellation is done along with the cancellation of the basic insurance. Where a policy is cancelled and rewritten mid-term purely for the purpose of coinciding with the accounting year of the insured, pro-rate refund of the cancelled policy premium will be allowed.

If the cancellation is for any other purpose, refund of premium will only be allowed after charging short term scale rates.

**Note:** The definitions, terms and conditions of main Policy save as modified or endorsed herein shall apply.

(\*)The wordings for Terrorism Damage Cover Endorsement are as prescribed by Indian Market Terrorism Risk Insurance Pool (Pool) currently in force and will be subject to change as per Pool guidelines or as per the Reinsurance arrangement from time to time.

By way of this extension, We hereby delete the exclusion 8 under Section C.IV

#### 2. Architects, Surveyors and Consulting Engineers Fees (in excess of 3% of the claim amount)

In consideration of the payment of additional premium Policy may be extended to cover the above subject by incorporating the following clause

"It is hereby declared and understood that the expenses incurred towards Architects, Surveyors and Consulting Engineers fees for plans, specification tenders, quantities and services in connection with the superintendence of the reinstatement for the Building, Machinery, Accessories and equipment Structure and Content insured under this Policy upto 7.5% of the adjusted loss is covered, but it is understood that this does not include any cost in connection with the preparation of the Insured's claim or estimate of loss in the event of damage by insured perils".

By way of this extension, We hereby delete the exclusion 6(a) under Section C.IV

#### 3. Removal of Debris (in excess of 1% of the claim amount)

In consideration of the payment of additional premium the Policy may be extended to cover the above subject by incorporating the following clause.

"It is permissible to cover cost necessarily incurred by an Insured in the removal of debris from the premises of the Insured, dismantling, demolishing, shoring up or propping of insured Premises following destruction or damage by Insured peril.

On costs and expenses necessarily incurred by the Insured

- 3.1. In the removal of debris from the Premises of the Insured;
- 3.2. Dismantling or demolishing;
- 3.3. Shoring up or propping of the portion or portions of the insured Premises by (Items.....of) this Policy destroyed or damaged by perils hereby insured against but not exceeding in the aggregate ₹....."

**Note 1:** (3.2) & (3.3) above should be deleted when neither Structure nor Machinery are covered.

**Note 2:** The cover may be given by separate item in the policy for an amount not exceeding 10% of the total Sum Insured.

By way of this extension, We hereby delete the exclusion 6(b) under Section C.IV

#### 4. Burglary or Theft of Content of Unoccupied Structure

In consideration of the payment of additional premium, We hereby agree to cover the Contents of the Insured Premises for an additional period of 60 days, if it becomes unoccupied by Insured or Insured Family.

#### 5. Loss of Rent

In consideration of the payment of additional premium We will reimburse You, up to the Sum Insured and maximum indemnity period of 36 months for this extension as specifically mentioned in Schedule, for the loss of rent arising because of loss or damage to the Structure on account of an Accident rendering it unfit for occupation. However, the cover under this extension, shall be provided only for the period required to reinstate such Structure. This benefit is applicable to You only if You are the owner of the Structure and are receiving rent from its occupant.

#### SPECIAL CONDITION

- a) Claims under this cover is payable only if a claim is accepted by us under Section A
- b) If the Sum Insured produced by applying the actual monthly rent to the maximum reinstatement period is more than the Sum Insured hereby declared, the liability of the Company shall be proportionately reduced.

## SPECIAL EXCLUSION

- a) This extension shall not provide any indemnity in case the reinstatement of Structure is delayed or prevented by Government regulations and authority and also due to Insured financial limitations

## 6. Additional Rent for Alternate Accommodation

In consideration of the payment of additional premium We will reimburse You, up to the Sum Insured and maximum indemnity period of 36 months for this extension as specifically mentioned in Schedule, It is hereby declared that in the event of the Premises described in the policy and occupied by the You, being destroyed or damaged by any Insured peril as to become unfit for occupation and You in consequence taking up alternative accommodation, We shall, subject to special conditions set out herein, indemnify the Insured against the Additional rent which the Insured is called upon to bear for the period beginning from the date of operation of any of the Insured perils until the Premises is rendered fit for occupation.

### SPECIAL CONDITION

- a) Claims under this cover is payable only if a claim is accepted by us under Section A
- b) For the purpose of this extension additional rent means if the Insured is the Owner-Occupant, the additional rent borne by him is arrived at after deducting the standard rent of the premises from the actual rent paid for the alternative accommodation. The standard rent shall be based on the rateable values fixed by the Municipal/Revenue authorities for tax purposes and if such values have not been fixed, then the average of prevalent market rent for a similar premise in the neighboring area.
- c) The sum produced by applying the monthly additional rent, borne by the Insured for the alternative accommodation to the maximum indemnity period is more than the Sum Insured hereby, the liability of the Company shall be proportionately reduced.
- d) The cover may be granted for non-manufacturing premises only.
- e) The cover may be granted under this Policy and not under Consequential Loss (Fire) Policy.
- f) The period of Indemnity may be limited to the period during which the original premises remain un-tenantable.
- g) The additional expense recoverable under the Policy may be additional rent actually paid i.e. the difference between the new and the original rent only.
- h) Certificate from the Local Municipal Authority or architect to the effect that premises in question are un-tenantable will be accepted as adequate proof of the fact that the premises, in fact, have become un-tenantable.
- i) Insurance should be granted against Fire, Riot, Strike, Malicious and Earthquake (Fire & Shock) and other extraneous Perils. Cover against Riot, Strike, Malicious and Damage should be granted only if it involves actual physical damage to the Premises. The cover does not intend to pay, if for instance, the insured's entry is barred by strikers, demonstrators and similar occurrences.
- j) The cover may be limited to buildings other than those of "Kutcha" construction.
- k) 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.
- l) Cover may be permitted to the tenant as also to the owner-occupant. Further, in respect of the owner-occupant, the alternative accommodation may be limited to the area presently under his occupation.
- m) For the owner-occupant, since he will not be paying any rent based on the area occupied by Him (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 the purpose of this insurance.
- n) It will be compulsory for
  - The owner-occupant to insure both building and contents and is also occupied by You.
  - The tenant to insure the Contents of the Premises for which he is seeking this extension.
- o) This insurance shall apply subject to the condition that the Premises occupied by the Insured, whether as owner or tenant, forms part of a building not being "Kutcha" Construction. If the area of alternative accommodation taken by the insured is more than the area of the Premises occupied by the insured, the additional rent borne by the insured for the purpose of this insurance shall be deemed to be that proportion of the additional rent actually borne by the insured as the area of the Premises which was in the insured's occupation bears to the area of the alternative accommodation taken by the insured. The insured shall be at liberty to take alternative accommodation in any locality so long as it is within the Municipal limit of the city or town in which the Premises is situated.

## 7. Trees and Plants / Garden Cover / Landscaping Damage

In consideration of the payment of additional premium We will pay You up to the Sum Insured for this extension as mentioned in the Schedule, for the loss or damage to the Lawn Belongings, trees, shrubs or plants, while in open and within the boundaries of the Structure, arising during the Policy Period due to operation of perils insured. Lawn Belongings for the purpose of this extension shall mean furniture, swings, statues, fountain and machines & equipment used in the development and maintenance of the garden.

### SPECIAL CONDITION:

- a) Claims under this cover is payable only if a claim is accepted by us under Section A.

### SPECIAL EXCLUSION:

- a) Loss or damage caused by animals, wildlife, birds, insects, vermin, fungus or frost.
- b) Natural decay of Trees, shrubs, plants or lawns
- c) Mechanical and/or electrical breakdown to any item

## 8. Additional Living Expenses

In consideration of the payment of additional premium We will pay You up to the Sum Insured for this extension as mentioned in the Schedule and maximum indemnity period of 36 months, the additional living expenses as under in the event of the Structure getting damaged or destroyed on account of an Accident during the Policy Period and becoming unfit for occupation. Provided that, You shall submit Us the certificate from the local municipal / statutory authority that the Structure has been rendered unfit for occupation.

**Cost of hiring household goods:** the cost reasonably incurred by You towards hiring essential furniture and household goods required in the alternative accommodation to maintain Your usual standard of living on account of inability to access the insured Structure after it is damaged or destroyed by operation of insured perils and is rendered unfit for occupation. The cover under this extension shall terminate once the Structure is rendered fit for occupation or on expiry of the maximum indemnity period as specifically stated in Schedule. Provided further that Our maximum liability per month shall be restricted to INR 50,000 or as specifically mentioned in the Schedule.

### SPECIAL CONDITION:

Claims under this cover is payable only if a claim is accepted by us under Section A.

## 9. Temporary Resettlement Expenses

In consideration of the payment of additional premium We will reimburse the expenses reasonably incurred by You towards packing, unpacking and transportation of Your possessions/ Contents, from the Structure, to the Structure to be occupied by You as an alternative accommodation within the city of the Structure.

### SPECIAL CONDITION:

- a) Claims under this cover is payable only if a claim is accepted by us under Section A.

### SPECIAL EXCLUSIONS

- a) Loss or damage to the Contents while being packed, loaded, transported, unloaded and installed at the alternative accommodation
- b) Any expenses incurred that are not supported by actual bills/ receipts/ cash memos.

## 10. Contents Temporarily removed

In consideration of the payment of additional premium We will pay You up to the Sum Insured for this extension as mentioned in the Schedule for loss of content whilst temporarily removed & relocated anywhere in India to other premises used for temporary residence by the insured or any member of the insured's Family permanently residing with him.

### SPECIAL CONDITION

- a) Claims under this cover is payable only if a claim is accepted by us under Section A.
- b) the insured shall have placed any of such Content in safe custody during his temporary absence from the insured premises during any period / periods shall not exceed in the aggregate 180 days in any one Period of Insurance and provided further that the liability of the company in respect of Content so removed shall not exceed one-tenth of the Total Sum Insured for Contents

### SPECIAL EXCLUSIONS

Any Damage to Contents occurring outside the building of Insured's temporary residence or outside the normal transit taken for this purpose.

## 11. Enhanced cover during Wedding / Other Occasion

In consideration of the payment of additional premium We will pay You up to the Sum Insured for this extension as mentioned in the Schedule

- 11.1. for loss of or damage to bride and groom wedding dress & jewellery / wedding gifts / other occasion gifts while being stored by Insured Family in Insured house / wedding Venue / occasion venue. Cover will apply 48 hours prior and subsequent to the wedding / occasion date.

- 11.2. For replacement of Bridal / groom wedding dress including jewellery which are lost, damaged due to Accident, fire or Theft by violent, visible and forcible entry whilst being stored by Insured or Insured's parents within one month prior to the wedding and up to 48 hrs after wedding / Other Occasion date.

**SPECIAL CONDITION:**

- a) Claims under this cover is payable only if a claim is accepted by us under Section A.

**SPECIAL EXCLUSIONS:**

- a) Any loss (other than by damage) not reported to the Police within 24 hours of discovery.
- b) Loss or damage by Theft or attempted Theft of any bride and groom wedding dress & Jewellery / wedding gifts / other occasion gifts left in an unattended vehicle unless the Content is left in the locked boot compartment of a motor vehicle concealed from view and there is evidence of violent, visible and forcible entry thereto.
- c) Loss or damage to any item where receipt of sufficient proof of purchase is not provided.
- d) Claims of whatsoever nature resulting in / or arising from the ownership or use of fireworks or other pyrotechnic devices.
- e) The Deductible stated in the Schedule of the Policy.

Subject otherwise to the coverage, terms and conditions and the claims procedure as incorporated in the Policy and endorsed hereon

**12. Search and Found**

In consideration of the payment of additional premium We will pay You up to the Sum Insured for this extension as mentioned in the Schedule for exploratory and repair costs reasonably incurred in locating the cause and source of water damage and consequent repairing/ fixing the Structure damaged.

**SPECIAL CONDITION:**

- a) Claims under this cover is payable only if a claim is accepted by us under Section A.

**SPECIAL EXCLUSIONS**

- a) The Company will not pay or be liable for cost of any defective material of water tank, pipe or apparatus.

**Section B: Optional Covers**

The following Optional Covers will be applicable under the Policy only if We have received the applicable premium due for that Optional Cover in full and the Policy Schedule specifies that the Optional Cover is in force for the Insured.

Benefits under the Optional Covers will be applicable subject to the terms, conditions and exclusions of the Optional Covers, and subject always to any sub-limits specified in respect of that Optional Cover and any limits applicable under the Policy in force for the Insured Person as specified in the Policy Schedule.

Our total liability under this Policy for payment of any and all Claims in the aggregate during each Policy Year of the Policy Period shall not exceed the Sum Insured

**1. Jewellery and Valuables**

In consideration of the payment of additional premium We will Indemnify You as per the plan opted and agreed for Jewellery and Valuables loss of, or damage by any fortuitous cause other than those specifically excluded.

**SPECIAL CONDITION**

- a) The Company will indemnify the Insured in respect of the Accidental loss of or damage to "Jewellery and Valuables" anywhere in India. However, on payment of additional premium the coverage for "Jewellery and Valuables" may be extended to worldwide.

**BASIS OF SETTLEMENT**

**a) For "Jewellery And Valuables on Agreed Value Basis"**

- i) Where the loss or damage can reasonably be Repaired or Reinstated at a Cost less than the Replacement Cost then, the Company will indemnify the Insured in respect of the expenses necessarily incurred to restore the Jewellery and/or Valuables to its state immediately prior to the happening of the insured event subject to the Company's Liability not exceeding the Sum Insured for the item stated in the Schedule.
- ii) Where the loss or damage is Total Loss the Company shall indemnify the Insured for the Agreed Value Sum Insured.

**b) For "Jewellery and Valuables" On Other Than Agreed Value Basis**

- i) In the case of Total Loss of "Jewellery and Valuables", where the Sum Insured has been declared by the Insured, the Company shall indemnify the Insured for the Market Value of the Item as on Date of loss subject to the Company's Liability not exceeding the Sum Insured for the item stated in the Schedule. If the value of the "Jewellery and Valuables" hereby insured shall at the time of any insured event be collectively of greater value than the Sum Insured thereon then the Insured shall be considered his own insurer of the difference and shall bear a rateable proportion of the loss or damage. Every item, if more than one, shall be separately subject to this Condition.

- ii) Where the loss or damage can reasonably be Repaired or Reinstated at a Cost less than the Replacement Cost then, the Company will indemnify the Insured in respect of the expenses necessarily incurred to restore the "Jewellery and Valuables" to its state immediately prior to the happening of the insured event subject to the Company's Liability not exceeding the Sum Insured for the item stated in the Schedule. If the value of the Jewellery and Valuables hereby insured shall at the time of any insured event be collectively of greater value than the Sum Insured thereon then the Insured shall be considered his own insurer of the difference and shall bear a rateable proportion of the loss or damage. Every item, if more than one, shall be separately subject to this Condition.

**2. Curios, Works of Art & Paintings**

In consideration of the payment of additional premium We will Indemnify You as per the plan opted and agreed for Curios, Works of Art & Paintings loss of, or damage by any fortuitous cause other than those specifically excluded.

For "Curios, Works of Art & Paintings" the Sum Insured shall be on Agreed Value Basis, based on Valuation Report of a Government approved Valuer.

**SPECIAL CONDITION**

- a) The Company will indemnify the Insured in respect of the Accidental loss of or damage to "Curios, Works of Art and Paintings". (whilst stored or lying in the insured Structure)

**BASIS OF LOSS SETTLEMENT**

Where the loss or damage can reasonably be Repaired or Reinstated at a Cost less than the Replacement Cost then, the Company will indemnify the Insured in respect of the expenses necessarily incurred to restore the Curios, Works of Art, and Paintings to its state immediately prior to the happening of the insured event subject to the Company's Liability not exceeding the Sum Insured for the item stated in the Schedule.

Where the loss or damage is Total Loss the Company shall indemnify the Insured for the Agreed Value Sum Insured.

**3. Portable Equipments**

In consideration of the payment of additional premium We will indemnify the You against the repair or replacement costs incurred by the Insured in respect of Accidental loss of or damage to the Content described in the Schedule and belonging to You caused by any unforeseen and sudden physical loss (except a cause which is excluded), provided that it is in the personal care and custody of the Insured whilst anywhere in the India, provided that the liability of the Company in respect of any one item of such Content in any one Policy Period will not individually or in the aggregate exceed the sub-limit of the Sum Insured set against such item in the Schedule.

By way of this extension, We hereby delete the exclusion 27 under Section C.II.

**SPECIAL CONDITION:**

- a) On payment of Additional Premium the coverage for "Portable Equipments" may be extended to Worldwide.
- b) At all times during the Policy Period, 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 Policy Period for the amount of such loss shall be payable by the Insured to the Company. The additional premium referred above shall be deducted from the net claim payable under the Policy. This continuous cover to the full extent will be available not withstanding 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 exercises his option not to reinstate the Sum Insured as above
- c) In the event of loss of or damage to any instrument/component forming part of a pair or set of the Insured Premises hereunder, the Company shall not be liable for more than the depreciated value of the particular instrument/component (as per the above Depreciation Table) which may be lost or damaged without reference to any special value which such instrument/component may have as forming a pair or set in any event not exceeding a proportionate part of the Sum Insured in respect of such instrument/ component.
- d) In the event of loss of or damage to the Content or any components thereon necessitating the supply of components not obtainable from the stocks held in this country or in the event of the Company exercising the option to pay in cash the amount of the loss or damage, the liability of the Company in respect of any such components shall be limited to:
- the price quoted in the latest catalogue or price list issued by the makers or their agents in this country,

Or

- If no such catalogue or price list exists, the price list obtained at the makers works plus the reasonable cost of transport otherwise than by air to this country and the amount of the relative import duty.
- e) This Optional Cover is subject to a deductible of minimum of ₹1,000 for each and every claim in respect of portable equipments with a Sum Insured of ₹10,000/- or less
- f) This Optional Cover is subject to a deductible of minimum of ₹2,000/- for each and every claim in respect of portable equipments with a Sum Insured of ₹10,000/- and above

#### **SPECIAL EXCLUSION**

- a) Loss or damage to the Content by or due to or arising from:
- i) Defective workmanship material or design, wear and tear depreciation, moth, vermin, process of cleaning, repairing, restoring or renovating the action of light or atmospheric conditions or any other gradually operating cause.
  - ii) Manufacturing defects for which the manufacturer is responsible.
- b) Consequential loss of whatsoever nature.
- c) Penalties of delay or detention or in connection with guarantees of performance or efficiency.
- d) Theft, loss or damage during the hire or loan of the instrument to a third party.
- e) Loss or damage to any unattended item/equipment of the Insured Premises as described in the Schedule.
- f) Loss or damage directly or indirectly, occasioned by or happening through or in consequence of volcanic eruption or other similar convulsion of nature and atmospheric disturbance.
- g) Electromagnetic Field (EMF) Exclusion: The Policy does not apply to, have no liability hereunder to the Insured in respect of personal injury, Bodily Injury or illness of a person, loss or damage to Contents or advertising liability arising out of exposure to any electric, magnetic and/or electromagnetic field of any frequency, whether the same be caused or allegedly caused by the Insured's power lines or otherwise.

#### **4. Protection to Electronic Equipments:**

(Applicable to Section A.1 Standard Fire and Special Perils Structure and Contents)

In consideration of the payment of additional premium We will indemnify You the Sum Insured for this Optional Cover as mentioned in the Schedule in respect of the accidental loss of or damage to Electronic equipments (whilst stored or lying in Your Structure) specifically declared and accepted for insurance.

By way of this extension, We hereby delete the exclusion 2 under section C.1

#### **SPECIAL EXCLUSION:**

- a) Loss or damage to the Content by or due to or arising from:
- i. Defective workmanship material or design, wear and tear depreciation, moth, vermin, process of cleaning, repairing, restoring or renovating the action of light or atmospheric conditions or any other gradually operating cause.
  - ii. Manufacturing defects for which the manufacturer is responsible.
- b) Consequential loss of whatsoever nature.
- c) Penalties of delay or detention or in connection with guarantees of performance or efficiency.
- d) Theft, loss or damage during the hire or loan of the instrument to a third party.
- e) Loss or damage to any unattended item/equipment of the Insured Premises as described in the Schedule.
- f) Loss or damage directly or indirectly, occasioned by or happening through or in consequence of volcanic eruption or other similar convulsion of nature and atmospheric disturbance.
- g) Electromagnetic Field (EMF) Exclusion: The Policy does not apply to, have no liability hereunder to the Insured in respect of personal injury, Bodily Injury or illness of a person, loss or damage to Contents or advertising liability arising out of exposure to any electric, magnetic and/or electromagnetic field of any frequency, whether the same be caused or allegedly caused by the Insured's power lines or otherwise.
- h) Loss, destruction or damage to any electrical machine, apparatus, fixture, or fitting arising from or occasioned by over-running, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity from whatever cause (lightning included) provided that this exclusion shall apply only to the particular electrical machine, apparatus, fixture or fitting so affected and not to other machines, apparatus, fixtures or fittings which may be destroyed or damaged by fire so set up.

#### **5. Breakdown of Domestic Appliances and Electronic Equipment:**

(Applicable to Section A.1 Standard Fire and Special Perils Structure and Contents)

In consideration of the payment of additional premium We will pay You up to the Sum Insured specifically declared item wise with their individual values and incorporated for this Optional Cover as mentioned in the

Schedule for Electronic Equipment and Domestic Appliances which are part of the Contents in the Building.

By way of this extension, We hereby delete the exclusion 2 under section C.1

#### **SPECIAL CONDITION:**

- a) Appliances /equipment are declared for insurance for their replacement value by similar new items.
- b) In case the affected appliance/equipment can be repaired We will pay the actual cost of repairs subject to Our maximum liability being the Sum Insured for the said appliance/equipment. If the cost of repairs exceeds the market value of the appliance/equipment as on the date of loss or if the appliance/equipment item is totally damaged or destroyed We will pay its market value as on the date of the loss or Sum Insured of the affected appliance/equipment as specified in the Schedule, whichever is less

#### **SPECIAL EXCLUSION:**

- a) loss or damage for which the manufacturer or supplier of the appliance/equipment is responsible whether by warranty or otherwise.
- b) Loss or damage for appliance/ equipment which are older than 10 years as on the date of loss unless specifically accepted for Insurance and stated accordingly in the Schedule.
- c) Cost of transport of the damaged appliance / equipment to the repair shop and back to the Structure

#### **6. Loss of Contents during Transit**

In consideration of the payment of additional premium We will pay You up to the Sum Insured less Deductible for this Optional Cover as mentioned in the Schedule, for loss of, or damage to the Contents of the Premises whilst in transit from the Premises to any new accommodation within India during transit by air, rail or road on account of an Accident. This cover shall be valid up to such time as the Insured Contents reaches the alternative accommodation, including customary trans-shipment, if any.

#### **SPECIAL CONDITION**

- a) The transit should commence within the Policy Period.
- b) Coverage does not attach for more than three transits to more than one new accommodation during the Policy Period.
- c) All such transits will be covered for a span of maximum 30 days only. It is Your duty to provide prior written notice of the transit of Contents of the Premises insured being undertaken to Us, citing details of mode of conveyance, nature of packing, and other relevant details (including Lorry Receipt No./Airway Bill, etc. as may be applicable), prior to commencement of such transit.
- d) This Optional Cover is subject to a deductible of minimum of ₹5,000 for each and every claim

#### **SPECIAL EXCLUSION**

- a) Loss or damage solely attributable to insufficiency of packing. Subject otherwise to the coverage, terms and conditions and the claims procedure as incorporated in the Policy and endorsed hereon

#### **7. Loss of Cash during Transit**

In consideration of the payment of additional premium We will pay subject to the limit per transit for this Optional Cover as mentioned in the Schedule subject to the limit per transit and the overall limit for all transits during the Policy Period and Deductible for this coverage as specified in the Schedule, for loss of money in coins and/or notes by reason of, Hold up, robbery or theft while such money is in Your possession and is being conveyed by You to Your Premises from Your bank(s) or ATM, as the case may be.

#### **SPECIAL CONDITION:**

- a) this loss should occur within 6 hours from the time of withdrawal of money from Bank/ ATM. It is Your duty to inform the police as soon as possible following the loss of money covered under this Optional Cover and obtain a First Information Report.
- b) This Optional Cover is subject to a deductible of minimum of ₹1,000 for each and every claim

#### **8. Keys & Locks Replacement Cover**

In consideration of the payment of additional premium We will pay You up to the Sum Insured for this Optional Cover as mentioned in the Schedule:

- 8.1. **Key Replacement:** You shall be indemnified the cost of replacing the residence and/or Your vehicle keys which are lost or stolen. The covered cost is limited to the money You paid to a locksmith to produce new key, subject to maximum of Sum Insured provided in the policy Schedule.
- 8.2. **Break in Protection:** You shall be indemnified the cost of replacing your locks and keys if Your residence or Your vehicle is broken into. The covered costs include the labour cost for replacing the lock, subject to maximum of Sum Insured provided in the Policy Schedule.
- 8.3. **Lock out Reimbursement:** You shall be indemnified the cost of obtaining a locksmith if You are locked out of Your residence or Your vehicle due to the loss or theft of your keys, subject to maximum of Sum Insured provided in the Policy Schedule.
- 8.4. **Rental Car reimbursement:** You shall be indemnified the reasonable cost of a rental car, if Your vehicle keys are lost or stolen and it will take

more than 24 hours to replace them, subject to maximum of Sum Insured provided in the Schedule.

#### **SPECIAL CONDITIONS**

An official police report is a mandatory document for Break in Protection claims In the event of a covered loss:

- a) You should inform us within 24 hours of discovering the loss to make a claim.
- b) A police report has to be filed within 24 hours of discovering the loss
- c) The claims form and accompanying documents must be returned to Us within 3 days of making the original claim.
- d) This Optional Cover is subject to a deductible of minimum of INR 500 for each and every claim

#### **SPECIAL EXCLUSIONS**

- a) Costs associated with lost or stolen keys for a residence other than that of Your primary residence, the address of which has been declared to Us in the proposal form
- b) The cost to replace keys to vehicles not belonging to You

### **9. Purchase Protection**

In consideration of the payment of additional premium We will pay You up to the Sum Insured for this Optional Cover as mentioned in the Schedule for new items that you purchase if the same are lost, damaged or destroyed within 30 days of the date of purchase by an insured event under Section A. Further, if Insured informs Company within 30 days of the date of purchase in the format set out below and pay us additional premium that is due for covering the item (s) under Section A then it will be held covered for the remaining Policy Period (i.e. Balance period after the expiry of 30 days from the date of purchase) as well and the Benefit Sum Insured under this section will be restored till the expiry of the Policy Period.

#### **SPECIAL CONDITION**

- a) This Optional Cover is subject to a deductible of minimum of ₹1000 for each and every claim

### **10. Pedal Cycle**

In consideration of the payment of additional premium We will pay You up to the Sum Insured for this Optional Cover as mentioned in the Schedule

- 10.1. Theft or damage to pedal cycle and/or tricycle including accessories due to Accident or misfortune
- 10.2. All sums that You may become legally liable to pay as compensation including reasonable legal expenses as mandated by decree with the Company's consent for Accidental death or bodily injury to any third party and /or Accidental damage to third party Contents in consequence of use of pedal cycle and / or tricycle but not exceeding Sum Insured as mentioned in policy Schedule, arising out of any one incident or series of incident during the Policy period.

#### **SPECIAL CONDITIONS**

- a) If the part required for the repair or replacement of the pedal cycle and/or tricycle is not readily available in India, the Company may, in our sole and absolute discretion, instead pay either:
  - i) the price for the part quoted in the latest catalogue or price list issued by the manufacturer or his agent in India, or
  - ii) If no such catalogue or price list exists, the price for such part quoted by the manufacturer in its country of origin plus the relevant import duty, and, in either case, the reasonable cost of fitting such part.
- b) In the case of a total loss payment to Insured will be reduced by depreciation calculated at 10% per annum from the date of manufacture subject to maximum depreciation of 50% of the replacement cost of the appliances.
- c) It will be the prerogative of the Company to accept repair or agree to replacement of the pedal cycle and / or tricycle.
- d) This Optional Cover is subject to a deductible of minimum of ₹1,000 for each and every claim

#### **SPECIAL EXCLUSIONS**

- a) Theft or attempted Theft of any pedal cycle and / or tricycle unless the pedal cycle and/ or tricycle is securely locked when left unattended or unless it is in a locked room / premises or unless attached by a security device to a permanently fixed structure.
- b) Theft or attempted Theft of pedal cycle and / or tricycle accessories unless the pedal cycle and / or tricycle is also stolen at the same time
- c) Damage occurring when the pedal cycle and / or tricycle are being used for racing or in competition.
- d) Accidental death or bodily injury to pillion rider on the pedal cycle and / or tricycle
- e) Damage to Contents belongs to You or Your Family including property under your custody and control

### **11. Plate Glass**

In consideration of the payment of additional premium We will pay You up to the Sum Insured for this add-on as mentioned in the Schedule for Accidental physical loss, destruction or damage to fixed plate glass as

specified in the Schedule, occurring in the Premises during the Policy Period by any cause not excluded under this Policy.

- 11.1 In case of a claim admissible under the policy, this Policy will also pay reasonable expenses necessarily incurred in connection with: boarding up or temporary glazing pending replacement of the broken glass;
- 11.2 Installation costs.

Provided always that the liability of the Company shall in no case exceed the Sum Insured stated against each item or the total Sum Insured stated in the Schedule.

#### **SPECIAL CONDITIONS**

- a) Indemnity condition shall be applicable
- b) We will pay or indemnify against Accidental loss or Damage to securely fixed plate glass situated in insured Premises.

#### **SPECIAL EXCLUSIONS**

- a) Loss or damage directly or indirectly, proximately or remotely occasioned by or which arises out of or in connection with riot or strike and malicious damage.
- b) Breakage or damage directly or indirectly occasioned by earthquake, volcanic eruption, flood, storm, tempest, typhoon, hurricane, tornado, cyclone or other similar convulsions of nature and atmospheric disturbance unless specified otherwise.
- c) Breakage or damage during removal, refitting, alterations / repairs on or about the Premises described in the Schedule unless otherwise agreed.
- d) Breakage of or damage to lettering unless accompanied by breakage or damage to the plate glass.
- e) Breakage of or damage to frames or framework of any description, unless specifically insured.
- f) Disfiguration or scratching, cracking or chipping unless part of fracture extending through the entire thickness of glass.
- g) Embossed, silvered, lettered ornamental, curved or any glass whatsoever other than plain / ordinary glazing quality unless specially mentioned in the Schedule.
- h) Breakage of or damage to glass not completely and securely fixed.
- i) Pre-existing cracks or other imperfections.
- j) 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.
- k) Loss or damage due to any a) Order of a publicly constituted authority; b) The cost of compliance with the laws, by-laws, ordinances, rules, regulations, orders or notices issued by any public authority and affecting the repair or replacement of Insured Premises following an insured event.

### **12. Baggage**

In consideration of the payment of additional premium We will indemnify You the Sum Insured for this add-on as mentioned in the Schedule to cover accompanied baggage as per the limits specified in the schedule on Your travel anywhere within India by accident or misfortune covered under the Policy.

#### **SPECIAL CONDITION**

- a) This add-on is subject to a deductible of ₹1,000 for each and every claim

#### **SPECIAL EXCLUSION**

- a) Sticks, straps and umbrellas
- b) Loss or damage due to confiscation or detention by public authority.
- c) Loss or damage to the item insured whilst being a checked in baggage.
- d) Loss by mysterious disappearance, misplacement or missing of item.

### **13. Tenant Liability**

In consideration of the payment of additional premium We pay for compensation and litigation expenses as mentioned in the Schedule which Insured may become legally liable to pay by virtue of Insured's occupation of home on account of damage to Structure (Insured's home) under the tenancy agreement / law prevailing in that area.

Provided always that Our liability shall in no case exceed the Sum Insured mentioned in the Schedule for any one Accident or series of Accident arising from any one event or cause, and for all Accidents occurring during the Policy Period.

#### **SPECIAL CONDITION**

- a) This Optional Cover is subject to a deductible of ₹5,000 for each and every claim

#### **SPECIAL EXCLUSIONS**

- a) Insured's occupation or business, trade or employment.
- b) Any structural alterations, additions, repairs or decorations to Insured Premises.

- c) Any liability voluntarily assumed by Insured unless such liability would have attached to Insured notwithstanding such voluntary assumption.
- d) You and / or Your Family's ownership, possession, or custody of animals, vehicles, airborne or water borne vessels or craft of any kind, or any mechanically propelled vehicle other than gardening equipment and wheelchairs.
- e) The transmission of any communicable disease or virus.

#### 14. Public/Personal Liability

In consideration of the payment of additional premium We will pay for the compensation and litigation expenses if You become legally liable to pay, including litigation expenses (if incurred with Our prior written consent), on account of/ due to the following event as specified below, occurring in the Dwelling:

- 14.1 Death or bodily injury to any person other than You or Your Family or Your resident employees/domestic staff due to the Accident and
- 14.2 Damage to Structure of any person other than You or Your Family or Your resident employees/domestic staff due to the Accident.

The above referred liability shall be limited to the Sum Insured for any one Accident or series of Accidents arising from any one event or cause, and for all Accidents during the Policy Period.

##### SPECIAL CONDITION

- a) This optional cover is subject to a deductible of ₹5,000 for each and every claim

#### 15. Liability to Domestic Staff

In consideration of the payment of additional premium We will pay for the compensation and litigation expenses which You and / or Your Family shall become legally liable to pay for Accidental death or Bodily Injury to Your domestic staff arising out of and in the course of employment in the Your premises under the Employees' Compensation Act 1923 or any amendment there to.

Provided further that We shall not be liable for any interest and / or penalty imposed on the Insured on account of failure to comply with the requirements laid down under Employees' Compensation Act 1923 or any amendment thereto.

##### SPECIAL CONDITION

- a) This optional cover is subject to a deductible of ₹5,000 for each and every claim

##### SPECIAL EXCLUSIONS

- a) Your occupation or business, trade or employment.
- b) Any liability voluntarily assumed by You unless such liability would have attached to You notwithstanding such voluntary assumption.
- c) You and / or Your Family's ownership, possession, or custody of animals, vehicles, airborne or water borne vessels or craft of any kind, or any mechanically propelled vehicle other than gardening equipment and wheelchairs.
- d) The transmission of any communicable disease or virus.
- e) Liability arising out of domestic violence and sexual harassment of domestic staff.

#### 16. Safety for Documents

In consideration of the payment of additional premium We will pay You up to the Sum Insured for this Optional Cover as mentioned in the Schedule for replacement of damaged documents or loss of documents due to Accident or misfortune. Documents can be any one of the following belonging to You and Your Family

- a) Share and stock certificates
- b) Insurance policies
- c) Title deeds of Immovable Content
- d) Registration certificate of motor vehicles
- e) Driving License
- f) Payment card
- g) Other personal cards like Voter identification card, Unique identification (UID), Ration card, Birth certificate, Marriage certificate and Educational certificates.

##### SPECIAL CONDITION

- a) This Optional Cover is subject to a deductible of minimum of ₹1,000 for each and every claim

##### SPECIAL EXCLUSIONS

- a) Documents used for business and trade purpose;

#### 17. Golf Cover

In consideration of the payment of additional premium We will pay the following for this Optional Cover as mentioned in the Schedule

**17.1 Golf equipment cover:** We will indemnify the Insured for the Loss or damage to golfing equipment due to Accident or misfortune after allowing for wear and tear and depreciation. The Company, however, reserves its right to replace golfing equipment using a supplier of its choice.

**17.2 Hole-in-One cover:** We will pay the Insured the Sum Insured as mentioned in the Policy Schedule as a result of, and immediately subsequent to, achieving a hole-in-one during a competition round

##### The claim must be accompanied by:

A letter from the relevant Golf Club Secretary confirming the competition name and date, a certified copy of Your score card countersigned by Your opponent and by the Official Scorer for the competition.

**17.3 Golf Tournament Entry Fee Cover:** We will Indemnify the Insured for Golf tournament entry fee when cancellation is due to an unexpected, unforeseen sickness or Accidental Injury occurring up to 14 days prior to the tournament start date, that renders You unable to play golf in the tournament. Provided that,

- i) A doctor's written advice be obtained confirming that Insured is unable to play and
- ii) Insured must submit evidence of entry fees being paid.

**17.4 Club Membership Cover:** We will Indemnify the Insured for Annual club membership fees paid or contracted to be paid in the event that You are totally disabled from playing golf as a result of Accident (not necessarily occurring at a golfing venue) or illness. Provided That,

- i) Provide documentary evidence of disablement - a certificate from a registered medical practitioner;
- ii) Submit a letter of confirmation from Your golf club secretary stating that "Insured has not played golf at golf club for the period claimed".

**17.5 Legal Liability Cover:** Your legal liability for bodily injury to third parties (including caddies whilst using a golf buggy) or Accidental Damage to third party Content while playing or practicing golf at a Golfing Venue.

##### SPECIAL EXCLUSIONS

- a) Theft or loss of golfing equipment from Your vehicle or golf club locker or home or other place of storage where there is no visible evidence of forcible and violent entry;
- b) Theft or loss of golfing equipment from garages, outhouses or sheds which are not attached to and form an integral part of insured Premises
- c) Loss by Theft of removable parts unless the cart itself is stolen in respect of self-propelled caddie carts / buggies;
- d) Damage to self-propelled caddie carts / buggies caused by electrical or mechanical fault or breakdown in respect of self-propelled caddie carts / buggies;
- e) Loss by Theft or damage if the caddie cart / buggy is not individually secured to a fixed point (within a recognised caddie cart / buggy area if it is kept at a golf club) and further Immobilised to the exclusion of all drivers, other than the Insured;
- f) Damage covered under any manufacturer's guarantee;
- g) Loss or Theft not reported immediately to the police and a First Information Report reference number not obtained;
- h) Loss or Theft not reported to a golf club official immediately if the Theft took place at a golfing venue and a written report not obtained;
- i) Replacement of a whole set of golf clubs if only part of the set is lost, damaged or stolen. The Company shall provide such replacements as is possible to the same or similar specification as that lost, damaged or stolen;
- j) Claims in respect of Your golfing equipment hired out for reward;
- k) Claims in respect of property owned by You or in the care, custody or control of You or Your Family;
- l) More than 12 month's membership fees in any one Policy Period;
- m) Beyond the end of a period of disablement and beyond twelve months from the date of disablement and in respect of the first month of disablement by illness and / or Accident;
- n) Claims in the event that Your golf club reimburses the membership fees to Insured partially or in full.
- o) This Optional Cover is subject to a deductible of minimum of ₹2,500 for each and every claim

#### 18. Loss of Job

In consideration of the payment of additional premium We will pay You up to the Sum Insured for this Optional Cover as mentioned in the Schedule and declared

If You are terminated, dismissed, temporarily suspended or retrenched from employment by Your employer during the Policy Period in accordance with the employer's rules/regulations or in accordance with applicable Indian law or the directives of any Public Authority, We will pay You three EMI Amount(s) falling due in respect of the home loan (home loan account number as stated in the Policy Schedule) after the commencement of the event giving rise to a Claim the Policy till the reinstatement of employment with the same employer or new employer.

The scope of loss of job is applicable on worldwide basis.

## SPECIAL CONDITION

- a) If the EMI on the date of Your termination, dismissal, temporary suspension or retrenchment from employment is greater than the EMI payable under Loss of Job Sum Insured specified in the Policy Schedule, then We shall be liable to pay the EMI or Pre EMI, on the loan or the Sum Insured, whichever is lower, on the date of the event giving rise to a Claim under this section.

Where the Sum Insured is lesser than the loan amount, We shall pay the EMI in the same proportion as Sum Insured bears to the loan amount.

- b) The period of termination, dismissal, temporarily suspension or retrenchment from employment by the Insured Person's employer during the Policy Period is not less than 30 consecutive days.
- c) The Insured Person is a salaried employee of the employer at the stage of termination, dismissal, temporary suspension or retrenchment.

## SPECIAL EXCLUSION

- a) The Insured Person's termination, dismissal, temporary suspension or retrenchment from employment is due to any dishonesty or fraud or poor performance on the part of the Insured Person or his willful violation of any rules of the employer or laws for the time being in force or any disciplinary action against the Insured Person by the employer.

- i) The Insured Person being self-employed;
- ii) Any claim relating to unemployment from a job which is casual, temporary, seasonal or contractual in nature or any claim relating to an employee not on the direct rolls of the employer;
- iii) Any voluntary unemployment;
- iv) Unemployment at the time of inception of the Policy Period or arising within first three months of inception of the Policy Period.

- b) The Insured Person's termination, dismissal, temporary suspension or retrenchment from employment within 90 days of the commencement of the Policy Period.
- c) Any unemployment from a job under which no salary or any remuneration is provided to the Insured Person.
- d) Any suspension from employment on account of any pending enquiry being conducted by the employer/Public Authority.
- e) Any unemployment due to resignation, retirement whether voluntary or otherwise.
- f) Any unemployment due to non-confirmation of employment after or during such period under which the Insured Person was under probation.

## SECTION C - EXCLUSIONS

### I. Exclusions Applicable to section A.1, Standard Fire and Special Peril:

The Company shall not be liable under this Policy in respect of

- Loss, destruction or damage to Jewellery and Valuables, bullion or unset precious stones, any curios or works of art for an amount exceeding ₹10,000/-, goods held in trust or on commission, 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.
- Loss, destruction or damage to any electrical machine, apparatus, fixture, or fitting arising from or occasioned by over-running, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity from whatever cause (lightning included) provided that this exclusion shall apply only to the particular electrical machine, apparatus, fixture or fitting so affected and not to other machines, apparatus, fixtures or fittings which may be destroyed or damaged by fire so set up.
- Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
- Loss, or damage by spoilage resulting from the retardation or interruption or cessation of any process or operation caused by operation of any of the perils covered.
- Loss by theft during or after the occurrence of any insured peril except as provided under Riot, Strike and Malicious Damage cover.

### II. Exclusions Applicable to section A.2, All Risk:

The Company shall not be liable under this Policy in respect of

- Damages which are Pre-existing in nature
- Loss or Damage or Collapse of "Structure" due to structural defects, latent defects, poor maintenance workmanship.
- Loss or damage due to defective workmanship, material or design, latent defect, wear and tear, depreciation, moth, vermin, insects or mildew, process of cleaning, dyeing or bleaching, restoring, repairing, retouching or renovation, inherent vice, warping or shrinkage, the action of light or atmospheric conditions, natural

ageing or any other gradually operating cause.

- Manufacturing defects in electrical, mechanical and electronic Items for which the manufacturer is responsible.
- Loss of or damage to the Insured Premises under this Policy falling under the terms of the maintenance agreement.
- Improper handling, dismantling, fitting adjustment, repair alteration or modification not approved by the makers/manufacturers and/or the agents of makers /manufacturers or use of such property contrary to the directives of the makers /manufacturers and/or his agents.
- Breakage, cracking or scratching of crockery, glass, cameras, binoculars, lenses, musical instruments, sports gear and similar articles of brittle or fragile nature, unless caused by fire or accidental external means.
- Overloading or strain, overrunning excessive pressure, short circuiting and / self-heating or test requiring imposition of abnormal conditions.
- Over winding, denting or internal damage of watches and clocks.
- Loss or damage liable to be repaired or made good by a third party under any contract of agreement.
- Loss of Insured Premises from safe inside insured "Building", following use of the key or any duplicate thereof or access code to the safe belonging to the Insured, unless this has been obtained by threat or by violence.
- Loss Destruction of or Damage to articles of Consumable Nature.
- Jewellery and valuables, works of art, paintings, curios unless specifically insured. Further the Company shall not be liable for loss or damage to Works of art, paintings, curios due to breakage, cracking or scratching, unless caused by fire or Accidental External means.
- Loss, destruction or damage directly occasioned by pressure wave caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- Loss damage or consequential loss directly or indirectly caused by, consisting of, or arising from:
  - Any functioning or malfunctioning of the internet or similar facility or of any intranet or private network or similar facility,
  - Any corruption, destruction, distortion, erasure or other loss or damage to data, software or any kind of programming or instruction set.
  - Loss of use or functionality whether partial or entire of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic, and any ensuing liability .

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

- Loss or damage due to theft or attempted theft by any employee of the Insured or loss or damage occasioned through the willful act of the Insured or any employee or the willful act of any other person with a connivance of the Insured or any employee unless a FIR has been lodged against the employee.
- Loss or damage to Fire arms by Rusting, Bursting or any other cause.
- Mysterious disappearance and Unexplained Losses.
- Any loss or damage to the Insured Premises or to the general public and/ or legal liability arising out of immoral or unethical use of Insured Premises.
- Damage to property not belonging to or held in trust by or in the custody or control of the Insured.
- Loss or damage to Livestock, Motor Cycles and Vehicles of any description.
- Loss or damage to Contents due to Burglary or Theft where the Insured or any of the Insured's family is alleged to be concerned or implicated.
- Loss or damage howsoever caused to Electronic and Electrical Equipments, Domestic Appliances older than 10 Years and Portable Equipments older than 5 Years.
- Expenses incurred for maintenance of Electronic and Electrical Equipments and Domestic Appliances.
- Theft and Burglary Claims, if the premise is left unoccupied for more than continuous 45 days.
- Loss or damage arising from detention, confiscation, nationalization, requisition, occupation or willful destruction by or under the order of the government or any public or local authority.
- Mechanical and/or electrical breakdown and Theft to Portable Equipment.

### III. Exclusions Applicable to section A.3, Burglary and Theft:

The Company shall not be liable under this Policy in respect of

- Loss or damage where any inmate or member of the Insured's

- household or of his business staff or any other person lawfully in the Premises is concerned in the actual Theft of or damage to any of the articles or Premises or where such loss or damage has been expedited or in any way assisted or brought about by any such person or persons.
2. Loss or damage caused by wear and tear or gradual deterioration.
  3. Loss or damage occasioned by loot, sack, spillage or pilferage.
  4. Theft or attempted theft from yards, gardens, open spaces or out-buildings unless the Contents there of are specifically insured by the Policy.
  5. Permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.

#### IV. Exclusions Applicable to all the sections:

The Company shall not be liable under this Policy in respect of

1. Mis-representation, Mis-description or Non-Disclosure of any material particulars/information/facts.
2. Loss or damage to property insured if removed to any building or place other than in which it is herein stated to be insured, except machinery and equipment temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding 60 days.
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 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.
5. **Loss, destruction or damage directly or indirectly caused to the property insured 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, explosives or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
6. **Expenses incurred on**
  - a) Architects, surveyors and consulting engineers fees in excess of 3% of the claim amount.
  - b) Debris removal by the Insured following a loss, destruction or damage to Insured Premises by an insured peril in excess of 1% of the claim amount.
7. Loss, destruction or damage to the Contents or items in Refrigerator/Fridge or similar type of Cold Storage caused by change of temperature.
8. 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 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.

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.

#### SECTION D - CLAIM SETTLEMENT PROCESS

1. Upon the happening of any event giving rise to a claim, the Insured shall within 24 hours contact the Company and intimate the claim.
2. While intimating the claim, the Insured shall be required to furnish all the requisite information, such as:
  - a) Name of the Insured
  - b) The Insured's Contact details
  - c) Policy Number
  - d) Date and Time of loss

- e) Location of Loss
3. In event of a claim arising under this Policy, the Insured shall arrange for submission of the following documents to the Company:
  - a) Duly completed claim form signed by the insured, detailing the loss or damage that has occurred and an estimate of the quantum of any claim along with all documentation required to support and substantiate the amount sought from the Company, and;
  - b) Fire Brigade Report in case of Fire
  - c) Police report (FIR) for Theft and Burglary Claims
  - d) Police Final Investigation Report for Theft and Burglary Claims
  - e) Bills and invoices, valuation reports etc required to support and substantiate the claim amount
  - f) NEFT details & cancelled cheque
  - g) Any other document deemed necessary to establish the loss or its quantum depending upon the nature of claim.
4. On receipt of all the required information along with the claim form, the company shall appoint a surveyor for assessing the loss/ claim within 72 hours of the receipt of intimation from the Insured. The Insured shall allow the surveyor to inspect the lost/ damaged properties/ goods. The Insured shall assist and not hinder or prevent the surveyor in pursuance of his/ her duties. The Insured shall not abandon the Insured Premises/ items in the premises, nor take any step to rectify/ remedy the damage before the same has been approved by the Company or the Surveyor.
5. In no case whatsoever shall the Company be liable for any loss or damage after the expiry 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.
6. On the happening of loss or damage to any of the property insured by this Policy, the Company may
  - a) enter and take and keep possession of the building or Premises where the loss or damage has happened.
  - b) take possession of or require to be delivered to it any property of the Insured in the building or on the Premises at the time of the loss or damage.
  - c) keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same.
  - d) sell any such property or dispose of the same for account of whom it may Concern.

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

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

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

7. If the property hereby insured shall at the breaking out of any fire or at the commencement of any destruction of or damage to the property by any other peril hereby insured against be collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of the Policy shall be separately subject to this condition.
8. The Insured shall at the expense of the Company do and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated, upon its paying for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the Company.

This clause is not applicable for Structure / Contents, Sum Insured valuation is done agreed value basis

9. At all times during the Policy Period 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 Policy Period for the amount of such loss shall be payable by the Insured to the Company.

10. The insured shall within 30 days of the occurrence of the loss to the Premises, intimate Us his intention to either reconstruct the Premises or opt not to do so.
11. The surveyor shall communicate his/ her report to the Company within 30 days of his/ her appointment.
12. If the Company, on the receipt of a survey report, finds that it is incomplete in any respect, the Company shall require the surveyor, under intimation to the Insured, to furnish an additional report on certain specific issues as may be required. Such a request may be made by the Company within 15 days of the receipt of the original survey report.
13. The surveyor on receipt of this communication shall furnish an additional report within three weeks of the date of receipt of communication from the Company.
14. On receipt of the survey report or the additional survey report, as the case may be, the Company shall within a period of 30 days offer a settlement of the claim to the Insured. If the Company, for any reasons to be recorded writing and communicated to Insured, decides to reject a claim under the Policy, it shall do so within a period of 30 days from the receipt of the survey report or the additional survey report, as the case may be.
15. On receipt of all the documents and on being satisfied with regard to the admissibility of the claim as per Policy terms and conditions, we shall offer within a period of 30 days a settlement of the claim to the Insured. Upon acceptance of an offer of settlement by the Insured, the payment of the amount due shall be made within 7 days from the date of acceptance of the offer by the insured.

If the Company, for any reasons decides to reject the claim under the Policy the reasons regarding the rejection shall be communicated to the Insured in writing within 30 days of the receipt of documents. The Insured may take recourse to the Grievance Redressal Procedure.

#### **Condition of Average**

The Insurance under this Policy is subject to the following condition of Average

##### **15.1. When the Sum Insured is on a full value basis**

If the property insured under this Policy shall at time of Loss be collectively of greater value than the Sum Insured thereon, then YOU will be considered as being YOUR own Insurer for the difference and shall bear a rateable proportion of loss accordingly. Every item more than one in the Policy, shall be separately subject to this condition.

##### **15.2. When the Sum Insured is on a first loss basis**

If the property insured under this Policy shall at time of loss be collectively of greater value than the total value declared by YOU, then YOU shall be considered as YOUR own Insurer for the difference and accordingly OUR liability is restricted to same proportion of the loss as the declared total value bears to the actual total value found out at the time of loss.

##### **15.3. Adequacy of Sum Insured for "Contents"**

It is further agreed and declared that the Insured shall take all steps to declare Adequate Sum Insured for "Contents" and if in the event of a Partial Loss the Sum Insured for Contents on the date of loss is found to be less than the Actual Value at Risk by more than 15%, the Company shall call upon the Insured to pay the difference in premium between the Sum Insured and Actual Value at risk so as to maintain Adequacy of Sum Insured.

The Condition of Average will not be applicable to

- a) where the insured has opted for policy on Agreed Value Basis for flat/apartment.
- b) "Contents" (except for Jewellery and Valuables, Curios, Works of Art, and Paintings) which shall be on Sum Insured basis and there would not be any specific declaration from the Insured with regard to the Value of Risk of the respective "Contents" to be Insured.

#### **16. Automatic Reinstatement of Sum Insured**

At all times during Policy Period, the insurance cover will be maintained to the full extent considered and collectively during the subsisting of Policy Period which should not exceed the Sum Insured, in consideration of which, upon the settlement of any loss under this Policy, pro-rata premium at the basic rate for the unexpired period for the amount of such loss paid (not exceeding the respective sum insured) shall be payable by the Insured to the Company. The additional premium referred to be above shall be deducted from the net claim amount payable under the Policy. This cover to the full extent shall be available, not withstanding any previous loss for which the Company have paid hereunder and irrespective of the fact whether the additional premium as mentioned above has been actually paid or not following discovery of a loss. The intention of this clause 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 discovery of each independent loss till expiry of the Policy under

which the loss falls. Provided that the liability of the Company will be limited to the respective Sum Insured during the entire period of the Policy in respect of any loss or losses caused insured perils.

This clause is not applicable for Structure / Contents, Sum Insured valuation is done agreed value basis

#### **SECTION E: GENERAL TERMS AND CONDITION**

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

The Company shall in no case be bound to accept notice of any transfer of interest arising hereunder and nothing herein contained shall give any right against the Company to any person other than the Insured except to a transferee approved by the Company.

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

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

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

Notwithstanding the above, the Company subject to an express notice being given as soon as possible but not later than seven days of any such fall or displacement may agree to continue the insurance subject to revised rates, terms and conditions as may be decided by it 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 (not applicable for Structures):
  - a) If the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the Premises 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 the Insured otherwise than by will or operation of law.
4. This insurance does not cover any loss or damage to property which, at the time of the happening of such loss or damage, is insured by or would, but for the existence of this Policy, be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected.

#### **5. Due Observance**

The due observance of and compliance with the terms, provisions, warranties and conditions of this Policy insofar as they relate to anything to be done or complied with by the Insured and/or, where applicable, the Insured Person(s), shall be a condition precedent to any liability of the Company under this Policy.

#### **6. Reasonable Care**

The Insured shall take all reasonable precautions for the safety of the Insured Premises and maintain it in efficient condition. The Company shall have at all times free and full access to examine the Insured Premises or any part thereof. In event of any accident or breakdown the Insured Premises shall not be left unattended without proper precautions being taken to prevent further damage or loss and the Insured Premises be used before necessary repairs are effected any add-on of the damage or any further damage to the Insured Premises shall be entirely at the Insured's own risk.

#### **7. 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 circumstances in his possession and furnish copies of or extracts from such of them as may be required by the Company so far as they relate to such claims or will in any way assist the Company to ascertain in the correctness thereof or the liability of the Company

under the Policy.

**8. Indemnity**

If the Company at its option, reinstate or replace the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or join with any other Company or Insurer(s) in so doing, the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage nor more than the sum insured by the Company thereon. If the Company so elect to reinstate or replace any property the insured shall at his own expense furnish the Company with such plans, specifications, measurements, quantities and such other particulars as the Company may require, and no acts done, or caused to be done, by the Company with a view to reinstatement or replacement shall be deemed an election by the Company to reinstate or replace.

**9. Notice of change**

The Company has granted cover on the basis of information Insured has provided in his/her proposal, which is the basis of this contract and shall be considered, incorporated into it. Accordingly, the Insured must notify the Company, immediately, of any change in the information contained in the proposal or any other material change in the circumstances. This Policy will not respond to any Claim unless prior written notice (duly acknowledged by the Insurer) of any material change has been given and the Insured has paid the Insurer any additional premium due, if any

**10. Contribution**

If at the time of any loss or damage happening to any property hereby insured there be any other subsisting insurance or insurances, whether effected by the Insured or by any other person or persons covering the same property, this Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.

**11. Subrogation**

The Insured and any claimant under this Policy shall at the expense of the Company do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by the Company for the purpose of enforcing any civil or criminal rights and remedies or obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon the Company 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 the Insured's indemnification by the Company.

**12. Fraud**

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

**13. Renewal Process**

The Company is not bound to accept any renewal premium or give notice that renewal is due. Under normal circumstances, renewal will not be refused except on the grounds of moral hazard, misrepresentation or fraud of the Insured. The renewal premium shall be as per the rates approved by IRDA on the date of renewal for this product.

**14. Mid Term Revision in Sum Insured**

Notwithstanding anything herein contained to the contrary, it is hereby declared and agreed that at the request of the insured mid-term revision in Sum Insured shall be allowed as follows:

- a) Increase in Sum Insured: Premium to be charged on pro-rata basis on the amount by which the Sum Insured is increased.
- b) Decrease in Sum Insured: The Premium to be refunded shall be as per the method shown below:
  - i. If the request for decrease in Sum Insured is received in Annual Policies, the below annual short period scale will be applicable on the premium of the amount by which the Sum Insured is decreased:  
Short Period Rates" means rates of premium for periods shorter than one year, as per details below-

For a period not exceeding	15 days	10% of the Annual rate
For a period not exceeding	1 month	15% of the Annual rate
For a period not exceeding	2 months	30% of the Annual rate
For a period not exceeding	3 months	40% of the Annual rate
For a period not exceeding	4 months	50% of the Annual rate
For a period not exceeding	5 months	60% of the Annual rate
For a period not exceeding	6 months	70% of the Annual rate
For a period not exceeding	7 months	75% of the Annual rate
For a period not exceeding	8 months	80% of the Annual rate

For a period not exceeding	9 months	85% of the Annual rate
For a period exceeding	9 months	The full Annual rate
N.B.: Extension of short period policy(ies) shall not be permitted..		

If the request for decrease in Sum Insured is received for Policies issued for more than 1 Years up to 20 years as the case may be, the following method shall be applied:

Premium for No. of years of insurance completed will be first worked out inclusive of loadings and discounts on the amount by which the Sum insured is decreased. The premium so arrived at will be apportioned year wise.

- ii. Refund for Policies issued with a Term of 2 Year
  - If the request for decrease in Sum Insured is received in 1st year, the apportioned 2nd year premium will be refunded in full and for the apportioned 1st year premium refund shall be as per the above mentioned annual short period scale.
- iii. Refund for Policies issued with a Term More than 2 years up to 20 years
  - If the request for decrease in Sum Insured is received in any particular year of Policy term, the apportioned previous year's premium will be retained in full by the Company and the annual short period scale as mentioned above will be applied to the apportioned particular year premium and the apportioned subsequent year premium will be refunded in full.

**For Example:** for a 10 year Policy term, If the request for decrease in Sum Insured is received in 4th year and 6th month of Policy term, the apportioned 3 year's premium will be retained in full by the Company and the annual short period scale as mentioned above will be applied to the apportioned 6 months premium and the apportioned 6 year premium will be refunded in full. This provision will be applicable to all the covers under all the Plans and also will be applicable under both Annual and Long Term Policies. No refund of premium shall be due on decrease in sum insured if the Insured has made a claim under the Policy for the cover under which decrease of Sum Insured is sought However this shall be applicable only for the year on which the claim has been made and not for subsequent years in case of long term policies.

**15. Cancellation**

The Policy may be cancelled by or on behalf of the Company by giving the Insured at least 15 days written notice written notice and in such event the Company shall refund to the Insured a pro rata premium for the unexpired policy unexpired Policy Period. For the avoidance of doubt, the Company shall remain liable for any claim that was made prior to the date upon which the insurance was cancelled.

- a) The Policy may be cancelled by the Insured at any time by giving at least 15 days written notice to the Company. The Company will refund premium on a short period basis by reference to the time cover is provided, subject to a minimum retention of premium ₹100/-. Short Period Scale For Annual Policies:

For a period not exceeding	15 days	10% of the Annual rate
For a period not exceeding	1 month	15% of the Annual rate
For a period not exceeding	2 months	30% of the Annual rate
For a period not exceeding	3 months	40% of the Annual rate
For a period not exceeding	4 months	50% of the Annual rate
For a period not exceeding	5 months	60% of the Annual rate
For a period not exceeding	6 months	70% of the Annual rate
For a period not exceeding	7 months	75% of the Annual rate
For a period not exceeding	8 months	80% of the Annual rate
For a period not exceeding	9 months	85% of the Annual rate
For a period exceeding	9 months	The full Annual rate
N.B.: Extension of short period policy(ies) shall not be permitted.		

For Policies issued for more than 1 Year as the case may be, the following method shall be applied:

Premium for the term of Policy as mentioned in the Policy Schedule as the case may be will be first worked out inclusive of loadings and discounts. The premium so arrived at will be apportioned year wise.

- b) Refund For Policies issued with a Term of 2 Years :
  - If the request for cancellation is received in first year, the apportioned 2nd year premium will be refunded in full and for 1st year the above mentioned annual short period scale will be applied on the apportioned 1st year premium.
- c) Refund For Policies issued with a Term of more than 2 Years
  - If the request for cancellation is received in the particular year

of the Policy term, the apportioned first previous year / years premium will be retained in full by the company and the annual short period scale as mentioned above will be applicable for the apportioned particular year premium and the apportioned subsequent year premium will be refunded in full.

No refund of premium shall be due on cancellation if the insured has made a claim under the policy.

#### 16. Dispute Resolution

If any dispute or difference shall arise as to the quantum to be paid under this policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

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

#### 17. Notices

Every notice and other communication to the Company required by these conditions must be written or printed.

#### 18. Governing Law

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

#### 19. Entire Contract

This Policy constitutes the complete contract of insurance. No change or alteration in this Policy shall be valid or effective unless approved in writing by the Company, which approval shall be evidenced by an endorsement on the Policy.

#### 20. Territorial limits & Law and Jurisdiction

The geographical scope of this Policy is India. The provisions of this Policy shall be governed by the laws of India and subject to the exclusive jurisdiction of Courts in India. All the claims shall be settled in India in Indian rupees

#### 21. Grievance

For resolution of any query or grievance, Insured may contact the respective branch office of the Company or may call toll free number 1800 266 4545 or may write an e-mail at care@kotak.com.

In case the Insured is not satisfied with the response, Insured may contact the Grievance Officer of the Company at grievanceofficer@kotak.com. In case if the Insured is not satisfied with the solution the Grievance Officer has provided, Insured can write to seniorgrievanceofficer@kotak.com/ chiefgrievanceofficer@kotak.com.

However, if the resolution provided by us is not satisfactory you may approach Insurance Regulatory and Development Authority of India (IRDAI) through the Integrated Grievance Management Section (IGMS) or IRDA Grievance Call Centre (IGCC) at their toll free no.155255.

You may also approach Insurance Ombudsman, subject to vested jurisdiction, for the redressal of grievance. The details of the Insurance Ombudsman is available at Annexure I.

The details of the Insurance Ombudsman/ Complete Grievance Redressal Process is also available at Company's website: www.kotakgeneralinsurance.com

The updated details of Insurance Ombudsman offices are also available on the website of Executive Council of Insurers: www.gbic.co.in/ombudsman.html

### Annexure I: Details of Insurance Ombudsman

Office Details	Jurisdiction of Office Union Territory, District
<b>Ahmedabad:</b> Office of the Insurance Ombudsman, 6th Floor, Jeevan Prakash Bldg, Tilak Marg, Relief Road, Ahmedabad - 380001. Tel.: 079 - 25501201/ 02/ 05/ 06 Email: bimalokpal.ahmedabad@ecoi.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
<b>Bengaluru:</b> Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru - 560 078. Tel.: 080 - 26652048 / 26652049. Email: bimalokpal.bengaluru@ecoi.co.in	Karnataka.
<b>Bhopal:</b> Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel, Near New Market, BHOPAL(M.P.)-462 003. Tel.:- 0755-2769201 / 2769202, Fax : 0755-2769203. Email: bimalokpal.bhopal@ecoi.co.in	Madhya Pradesh and Chattisgarh.
<b>Bhubneshwar:</b> Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar - 751 009. Tel.: 0674 - 2596461 /2596455, Fax: 0674 - 2596429, Email: bimalokpal.bhubaneswar@ecoi.co.in	Orissa.
<b>Chandigarh:</b> Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 - D, Chandigarh - 160 017. Tel.: 0172 - 2706196 / 2706468, Fax: 0172 - 2708274, Email: bimalokpal.chandigarh@ecoi.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh.
<b>Chennai:</b> Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI - 600 018. Tel.: 044 - 24333668 / 24335284, Fax: 044 - 24333664, Email: bimalokpal.chennai@ecoi.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).
<b>New Delhi:</b> Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi - 110 002. Tel.: 011 - 23239633 / 23237532 Fax: 011 - 23230858 Email: bimalokpal.delhi@ecoi.co.in	Delhi.
<b>Guwahati:</b> Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati - 781001(ASSAM). Tel.: 0361 - 2132204 / 2132205, Fax: 0361 - 2732937 Email: bimalokpal.guwahati@ecoi.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
<b>Hyderabad:</b> Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 65504123 / 23312122, Fax: 040 - 23376599. Email: bimalokpal.hyderabad@ecoi.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.
<b>Jaipur:</b> Office of the Insurance Ombudsman, Jeevan Nidhi - II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363, Email: bimalokpal.jaipur@ecoi.co.in	Rajasthan.
<b>Ernakulam:</b> Office of the Insurance Ombudsman, 2nd floor, Pulinat Building, Opp. Cochin Shipyard, M.G. Road, Ernakulam - 682 015. Tel.:- 0484-2358759 / 2359338, Fax:- 0484-2359336, Email: bimalokpal.ernakulam@ecoi.co.in	Kerala, Lakshadweep, Mahe-a part of Pondicherry.
<b>Kolkata:</b> Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340, Fax : 033 - 22124341, Email: bimalokpal.kolkata@ecoi.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.

<p><b>Lucknow:</b> Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310. Email: bimalokpal.lucknow@ecoi.co.in</p>	<p>Districts of Uttar Pradesh: Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareilly, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar..</p>
<p><b>Mumbai:</b> Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052. Email: bimalokpal.mumbai@ecoi.co.in</p>	<p>Goa, Mumbai Metropolitan Region excluding Navi Mumbai &amp; Thane.</p>
<p><b>Noida:</b> Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector-15, Distt: Gautam Buddh Nagar, Noida, U.P.-201301. Tel.: 0120-2514250 / 2514252 / 2514253. Email:- bimalokpal.noida@ecoi.co.in</p>	<p>State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshahr, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.</p>
<p><b>Patna:</b> Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna - 800 006. Tel.: 0612-2680952. Email:- bimalokpal.patna@ecoi.co.in</p>	<p>Bihar and Jharkhand.</p>
<p><b>Pune:</b> Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune - 411 030. Tel.: 020 - 41312555 Email: bimalokpal.pune@ecoi.co.in</p>	<p>Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.</p>

## Endorsement Wording

### 1. Agreed Bank Clause

All policies in which a Bank/Financial Institution has interest shall be issued in the name of Bank/Financial Institution and owner or mortgagor and shall contain a suitable clause to protect their interest. A specimen copy of the Clause is given hereunder.

"It is hereby declared and agreed

1.1 That upon any monies becoming payable under this policy the same shall be paid by the Company to the Bank and such part of any monies so paid as may relate to the interests of other parties insured hereunder shall be received by the Bank as Agents for such other parties.

1.2 That the receipts of the Bank shall be complete discharge of the Company therefore and shall be binding on all the parties insured hereunder

N.B: The Bank shall mean the first named Financial Institution/ Bank named in the policy.

1.3 That if and whenever any notice shall be required to be given or other communication shall be required to be made by the Company to the insured or any of them in any manner arising under or in connection with this policy such notice or other communication shall be deemed to have been sufficiently given or made if given or made to the Bank.

1.4 That any adjustment, settlement, compromise or reference to arbitration in connection with any dispute between the Company and the insured or any of them arising under or in connection with this policy if made by the Bank shall be valid and binding on all parties insured hereunder but not so as to impair rights of the Bank to recover the full amount of any claim it may have on other parties insured hereunder.

1.5 That this insurance so far only as it relates to the interest of the Bank therein shall not cease to attach to any of the insured property by reason of operation of condition 3 of the Policy except where a breach of the condition has been committed by the Bank or its duly authorized agents or servants and this insurance shall not be invalidated by any act or omission on the part of any other party insured hereunder whereby the risk is increased or by anything being done to upon or any building hereby insured or any building in which the goods insured under the policy are stored without the knowledge of the Bank provided always that the Bank shall notify the Company of any change of ownership or alterations or increase of hazards not permitted by this insurance as soon as the same shall come to its knowledge and shall on demand pay to the Company necessary additional premium from the time when such increase of risks first took place and

1.6 It is further agreed that whenever the Company shall pay the Bank any sum in respect of loss or damage under this policy and shall claim that as to the Mortgagor or owner no liability therefore existed, the Company shall become legally subrogated to all the rights of the Bank to the extent of such payments but not so as to impair the right of the Bank to recover the full amount of any claim it may have on such Mortgagor or Owner or any other party or parties insured hereunder or from any securities or funds available.

N.B: In cases where the name of any Central Government or State Government owned and / or sponsored Industrial Financing or Rehabilitation Financing Corporations and /or Unit Trust of India or General Insurance Corporation of India and/or its subsidiaries or LIC of India/ any Financial Institution is included in the title of the Fire Policy as mortgagees, the above Agreed

Bank Clause may be incorporated in the Policy substituting the name of such institution in place of the word 'Bank' in the said clause.

### 2. Designation of Property Clause

For the purpose of determining, where necessary, the item under which any property is insured, the insurers agree to accept the designation under which the property has been entered in the insured's books.

### 3. Reinstatement Value Policies

Reinstatement value insurance may be granted on Buildings, Machinery Furniture, Fixture and Fittings only subject to the incorporation of the following memorandum in the policy:

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

#### SPECIAL PROVISIONS

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

3.1 Until expenditure has been incurred by the Insured in replacing or reinstating the property destroyed or damaged the Company shall not be liable for any payment in excess of the amount which would have been payable under the policy if this memorandum had not been incorporated therein.

3.2 If at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the property covered had been destroyed, exceeds the 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 the insured shall be considered as being his own insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item of the policy (if more than one) to which this memorandum applies shall be separately subject to the foregoing provision.

3.3 This Memorandum shall be without force or effect if

- the Insured fails to intimate to the Company within 6 months from the date of destruction or damage or such further time as the Company may in writing allow his intention to replace or reinstate the property destroyed or damaged.
- the Insured is unable or unwilling to replace or reinstate the property destroyed or damaged on the same or another site.

### 4. Local Authorities Clause

Reinstatement Value Policy may be extended to cover additional cost of reinstatement solely by reason of the necessity to comply with the regulations of local authority by incorporating the following clause in the policy.

"The insurance by this policy extends to include such additional cost of reinstatement of the destroyed or damaged property hereby insured as may be incurred solely by reason of the necessity to comply with the Building or other Regulations under or framed in pursuance of any act of Parliament or with Bye-laws of any Municipal or Local authority provided that

- 4.1 The amount recoverable under this extension shall not include:
- a) the cost incurred in complying with any of the aforesaid Regulations or Bye-laws,
    - i) in respect of destruction or damage occurring prior to the granting of this extension
    - ii) in respect of destruction or damage not insured by the policy,
    - iii) under which notice has been served upon the insured prior to the happening of the destruction of damage,
    - iv) in respect of undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from the insurance by this policy) of that portion of the property destroyed or damaged,
  - b) the additional cost that would have been required to make good the property damaged or destroyed to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations of Bye-laws not arisen,
  - c) the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid Regulations or Bye-laws.
  - d) The work of reinstatement must be commenced and carried out with reasonable dispatch and in any case must be completed within twelve months after the destruction or damage or within such further time as the Insurers may (during the said twelve months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid Regulations or Bye-laws so necessitate) subject to the liability of the Insurer under this extension not being thereby increased.
  - e) If the liability of the insurer under (any item of) the policy apart from this extension shall be reduced by the application of any of the terms and conditions of the policy then the liability of the Insurers under this extension (in respect of any such item) shall be

reduced in like proportion.

- f) The total amount recoverable under any item of the policy shall not exceed the sum insured thereby.
- g) All the conditions of the policy except in so far as they may be hereby expressly varied shall apply as if they had been incorporated herein."
- h) No additional premium shall be charged for inclusion of this clause in this policy.

## 5. Escalation Clause

The following Clause shall be used:

"In consideration of the payment of an additional premium amounting to 50% of the premium produced by applying the specified percentage to the first or the annual premium as appropriate on the under noted items(s) the Sum(s) Insured thereby shall, during the period of insurance, be increased each day by an amount representing 1/365th of the specified percentage increase per annum.

Item Number	Specified percentage increase per annum

Unless specifically agreed to the contrary the provisions of this clause shall only apply to the sums insured in force at the commencement of each period of insurance.

At each renewal date the insured shall notify the Insurers:

- 5.1 The sums to be insured under each item above, but in the absence of such instructions the Sums Insured by the above items shall be those stated on the policy (as amended by any endorsement effective prior to the aforesaid renewal date) to which shall be added the increases which have accrued under this Clause during the period of insurance up to that renewal date, and
- 5.2 The specified percentage increase(s) required for the forthcoming period of insurance, but in the absence of instructions to the contrary prior to renewal date the existing percentage increase shall apply for the period of insurance from renewal.

All the conditions of the policy in so far as they may be hereby expressly varied shall apply as if they had been incorporated herein."