

# SIMPLE HOME INSURANCE POLICY

## POLICY WORDING

You chose this Simple Home Insurance Policy and applied to Us for insurance covers of Your choice. You paid Us the premium and gave Us information about Yourself, Your Home Building and Home Contents. Based on Your confirmation that this information is true and correct, and in return of accepting the Premium You have paid Us We promise to provide You insurance as stated in this Policy Document and the Policy Schedule attached to it.

1. **Your Policy:** This Simple Home Insurance Policy is a contract between You and Us as stated in the following:

- a. This Policy document,
- b. The Policy Schedule attached to this Policy document,
- c. Any Endorsement attached to and forming part of this Policy document,
- d. Any Add-on to this Policy that You may have purchased from Us,
- e. The proposals and all declarations made by You or on Your behalf.

2. **To whom this Policy is issued and what it covers:**

- a. This Policy is issued to You and covers You and/or Your Home Building and/or Home Contents as mentioned in the Policy Schedule.
- b. If more than one person is insured under this Policy, each of You is a joint policyholder. Any notice or letter We give to any of You will be considered as given to all of You. Any request, statement, representation, claim or action of any one of You will bind all of You as if made by all of You.
- c. If You have mortgaged, pledged or hypothecated Your Home Building and/or Home Contents with a Bank, the Policy Schedule will show an 'Agreed Bank Clause' and the name of such Bank. The terms and conditions of this arrangement will be added to this Policy as an additional clause.

3. **The Policy Schedule:** The Policy Schedule is an important document about Your insurance cover. It contains:

- a. Your personal details,
- b. the Policy Period,
- c. the description of Your Insured Property,
- d. the total Sum Insured, the Sum Insured for each cover or item covered, and any limits and sub-limits,
- e. the insurance covers You have purchased,
- f. the premium You have paid for these insurance covers,
- g. add-on covers opted by You,
- h. other important and relevant aspects and information.

4. **Special meaning of certain words:** Words stated in the table below have a special meaning throughout this Policy, the Policy Schedule and Endorsements.

These words with special meaning are stated in the Policy with the first letter in capitals.

**Accident** means sudden, unforeseen, and involuntary event caused by external, visible, and violent means

**Ambulance** A road vehicle operated by a licenced/authorised service provider and equipped for the transport and paramedical treatment of the person requiring medical attention.

### Audio- and Audio-Visual Appliances

The television sets and the related appliances forming part of or attaching to a television set/s, and the antenna, both external and internal and/or other Audio Appliances and/or other electronic appliances, all as noted specifically in the Schedule.

### Bank

A bank or any financial institution

### Baggage

The articles and/ or personal effects of the Insured (other than property of the Business) in packing or in containers suitable and standard to the mode of travel that is accompanied by the Insured or whilst such baggage is lodged either in locked private room of a hotel or guest house or any other accommodation occupied by Insured during the Insured's stay at that location or in a public locker facility availed by the Insured during the course of or at any intermediate stage of the travel

### Bodily Injury/ Injury

Accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent, visible and evident means which is verified and certified by a Medical Practitioner.

### Break-in

To entry into property illegally using actual force or violence of which there is visible evidence.

### Business or Business Purpose

Any full or part time, permanent or temporary, activity undertaken with a view to profit or gain.

**Burglary** an act involving the unauthorised entry to or exit from Your Home or attempt or threat thereof by unexpected, forcible, visible and violent means, with an intent to commit an act of Theft.

### Carpet Area

1. for the main building unit of Your Home, it is the net usable floor area, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but including the area covered by the internal partition walls of the residential unit;
2. for any enclosed structure on the same site, it is the net usable floor area of such structure; and
3. for any balcony, verandah area, terrace area, parking area, or any enclosed structure that is part of Your Home, it is 25% of its net usable floor area.

**Complaint or Grievance** means written expression (includes communication in the form of electronic mail or other electronic scripts) of dissatisfaction by a complainant with respect to solicitation or sale of an insurance policy or related services by insurer and/or by distribution channel.

### Cheque

Any bank draft drawn against deposited funds to pay a specific sum to a specified payee on demand other than drafts with a stamped signature.

### Commencement Date

It is the date and time from which the insurance cover under this Policy begins. It is shown in the Policy Schedule.

### Congenital Anomaly

Refers to a condition(s) which is present since birth, and which is abnormal with reference to form, structure or position.

- a. Internal Congenital Anomaly - Congenital anomaly which is not in the visible and accessible parts of the body.
- b. External Congenital Anomaly - Congenital anomaly which is in the visible and accessible parts of the body

#### Content

The following not used for Business or Business Purposes, so long as they are owned by You and/or You or Your Family are legally responsible for them:

1. Household goods, such as furniture, fixtures, fittings, home appliances, interior decorations, and items of like nature.
2. Personal Effects such as clothes and other articles of a personal nature likely to be worn, used, or carried including Personal Money, Jewellery and Valuables up to the limit shown in the Schedule.

#### Cost of Construction

The amount required to construct Your Home Building at the Commencement Date.

This amount is calculated as follows:

##### a. For residential structure of Your Home including Fittings and Fixtures:

Carpet Area of the structure in square metres X Rate of Cost of Construction at the Commencement Date. The Rate of Cost of Construction is the prevailing rate of cost of construction of Your Home Building at the Commencement Date as declared by You and accepted by Us and shown in the Policy schedule.

##### b. For additional structures:

The amount that is based on the prevailing rate of Cost of Construction at the Commencement Date as declared by You and accepted by Us.

#### Cumulative Bonus

Any increase or addition in the Sum Insured granted by the insurer without an associated increase in premium.

#### Damage

Actual and/or physical damage to tangible property;

#### Dependent

The insured's spouse or Parent or Parent-in-law or child who has been enrolled in the Policy and does not have an independent source of earning (rental or pension income is not considered as an earning). Distribution Channels include insurance agents and intermediaries or insurance intermediaries and any persons or entities authorised by the Authority to involve in sale and service of insurance policies

#### Domestic Staff/Employee

Any person employed by You solely to carry out domestic duties associated with Your Home but does not include any person employed in any capacity in connection with any Business, trade or profession.

#### Emergency

A serious medical condition or symptom resulting from Injury or sickness which arises suddenly and unexpectedly and requires immediate care and treatment by a Medical Practitioner, generally received within 24 hours of onset to avoid jeopardy to life or serious long-term impairment of the Insured Person's health, until stabilisation at which time this medical condition or symptom is not considered an emergency anymore.

#### Endorsement

A written amendment to the Policy that We make (additions, deletions, modifications, exclusions or conditions of an insurance Policy) which may change the terms or scope of the original policy.

#### Family, Them or They

You, Your spouse, Your children, Your parents, or any other persons who:

- i. Are and continue to be normally resident with You (excluding Domestic staff/ Employee), and
- ii. Not paying a commercial rent.

#### Fungi

Any type or form of fungus, including but not limited to, all forms of mold or mildew, and any mycotoxins, spores, scents, vapour, gas, or substance, including any byproducts, produced or released by Fungi.

#### General Contents

General Contents are all the contents of household use in Your Home, e.g., furniture, electronic items and goods, antennae, solar panels, water storage equipment, kitchen equipment, electrical equipment (including those fitted on walls), clothing and apparel and items of similar nature.

#### Grace Period

The specified period of time immediately following the premium due date during which a payment can be made to renew or continue a policy in force without loss of continuity benefits such as waiting periods and coverage of pre-existing diseases. Coverage is not available for the period for which no premium is received. (Grace period is applicable only to the Personal Accident section of this Policy).

#### Home Contents

Those articles or things in Your Home that are not permanently attached or fixed to the structure of Your Home. Home Contents may consist of General Contents and/or Valuable Contents.

#### Hospital

Any institution established for in-patient care and day care treatment of illness and/ or injuries and which has been registered as a hospital with the local authorities under Clinical establishments (Registration and Regulation) Act 2010 or under enactments specified under the schedule of Section 56(1) and the said act Or complies with all minimum criteria as under:

1. Has qualified nursing staff under its employment round the clock.
2. Has at least 10 in-patient beds in towns having a population of less than 1,000,000 and at least 15 in-patient beds in all other places.
3. Has qualified Medical Practitioner(s) in charge round the clock.
4. A fully equipped operation theatre of its own where surgical procedures are carried out.
5. maintains daily records of patients and make these accessible to the Insurance Company's authorized personnel.

#### Hospitalization or Hospitalised

Admission in a Hospital for a minimum period of 24 In-patient Care consecutive hours except for specified procedures/ treatments, where such admission could be for a period of less than 24 consecutive hours.

#### Insured

The Person/s who has/have purchased Insurance Cover under this Policy.

#### Insured Property

Your Home Building and Home Contents, or any item of property covered by this Policy.

#### Jewellery

Articles of personal adornment containing gemstones, silver, gold, platinum, or other precious metals.

**Kutcha Construction**

Building(s) having walls and/or roofs of wooden planks/thatched leaves and/or grass/hay of any kind/bamboo/plastic cloth/asphalt/canvas/tarpaulin and the like.

**Larceny**

Unlawful taking and carrying away of Contents belonging to You and/or Your Family with the purpose of depriving You and/or Your Family of its possession permanently.

**Lost or Stolen**

Means having been inadvertently lost or having been stolen by a third party without Your assistance, consent, or co-operation.

**Market Value**

Means the value at which property insured could be replaced with one of the same kind, type, age and condition.

**Medical Advice**

Means any consultation or advice from a Medical Practitioner including the issue of any prescription or repeat prescription.

**Medical Expenses**

Those expenses that an Insured person has necessarily and actually incurred on medical treatment on account of illness or accident on the advice of Medical Practitioner, as long as these are no more than would have been payable if the Insured Person had not been insured and no more than other hospitals or doctors in the same locality would have charged for the same medical treatment.

**Medically Necessary**

Means any treatment, test, medication, or stay in Hospital or part of stay in Hospital which,

- i. Is required for the medical management of the Illness or Injury suffered by the Insured Person;
- ii. Must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration or intensity.
- iii. Must have been prescribed by a Medical Practitioner; and
- iv. Must conform to the professional standards widely accepted in international medical practice or by the medical community in India.

**Medical Practitioner**

A person who holds a valid registration from the Medical Council of any state or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its Jurisdiction; and is acting within its scope and Jurisdiction of license.

**Mis-selling** means sale or solicitation of policies by the insurer or through distribution channels, directly or indirectly by

- a) exercising undue influence, use of dominance position or otherwise; or
- b) making a false or misleading statement or misrepresenting the facts or benefits, or
- c) concealing or omitting facts, features, benefits with respect to products, or
- d) not taking reasonable care to ensure suitability of the policy to the policyholders.

**Nominee**

The person named in the Policy Schedule who is nominated to receive the benefits in respect of an Insured Person under the Policy in accordance with the terms and conditions of the Policy, if the Insured Person is deceased.

**Plate Glass**

The glass as described in Policy Schedule

**Portable Equipment**

Photographic equipment, Laptops, Mobile Phones, Video Cameras, telescopes, musical instruments, tablets, I-pods and portable equipment of a similar nature which are designed and capable of being carried or moved from one location to another.

**Policy Period**

Means the period commencing from the effective date and time as shown in the Policy Schedule and terminating at Midnight on the expiry date as shown in the Policy Schedule or on the termination of or the cancellation of insurance as provided for in Clause G (III) of this Policy, whichever is earlier.

**Policy Schedule**

The document accompanying and forming part of the Policy that gives Your details and of Your insurance cover, as described in Clause A (3) of this Policy.

**Premium**

The premium is the amount You pay Us for this insurance. The Policy Schedule shows the amount of premium for the Policy Period and all other taxes and levies.

**Pre-existing Conditions**

Any condition, ailment or injury or related condition(s) for which there were sign or symptoms and/ or were diagnosed and/ or for which medical advice/ treatment was received within 48 months prior to the first policy issued by the insurer and renewed continuously thereafter. Proposal form means a form to be filled in by the prospect in physical or electronic form, for furnishing the information including material information, if any, as required by the insurer in respect of a risk, in order to enable the insurer to take informed decision in the context of underwriting the risk, and in the event of acceptance of the risk, to determine the rates, advantages, terms and conditions of the cover to be granted. Explanation: (i) "Material Information" for the purpose of these regulations shall mean all important, essential and relevant information and documents explicitly sought by insurer in the proposal form. (ii) The requirements of "disclosure of material information" regarding a proposal or policy, apply both to the insurer and the prospect, under these regulations.

**Public Authority**

Any governmental, quasi-governmental organisation or any statutory body or duly authorised organisation with the power to enforce laws, exact obedience, command, determine or judge.

**Pucca Construction**

Construction other than Kutcha Construction.

**Reasonable and Customary Charges**

The charges for services or supplies, which are the standard charges for the specific provider and consistent with the prevailing charges in the geographical area for identical or similar services, taking into account the nature of the Illness/Injury involved.

**Replacement Cost/ Reinstatement Value**

The value at which the property insured could be replaced with new property of the same kind, type and specification but not superior to or more extensive than the insured property and includes wherever applicable freight, custom duty, dismantling and re-erection cost and any other relevant charges, if included in the Sum Insured.

**Renewal**

Means the terms on which the contract of insurance can be renewed on mutual consent with a provision of Grace Period for

treating renewal continuous for the purpose of all waiting periods.

#### Robbery

means the unlawful taking of money or other property from Your care and custody by one who has caused or threatened You with bodily harm or Injury or has put You in the fear of immediate Bodily Injury and committing an illegal or violent act.

#### Salvage

The amount that is assessed which the damaged asset will fetch in the open market. This amount is deducted from the claim amount.

#### Solicitation

means the act of approaching a prospect or a policyholder by an insurer or by a distribution channel with a view to persuade the prospect or a policyholder to purchase or to renew an insurance policy.

#### Spouse

Your wife or husband.

#### Sum Insured

The amount shown as Sum Insured in the Policy Schedule and as described in Clause C (4) and Clause D (2) of this Policy. It represents Our maximum liability for each cover or part of cover and for each loss.

#### Theft

An act of directly or indirectly mis-appropriating with an intention of illegally permanently depriving You and/or Your Family of the Contents by any person by violent or forceful means or otherwise.

#### Total Loss

A situation where the Insured Property or item is completely destroyed, lost or damaged beyond retrieval or repair or the cost of repairing it is more than the Sum Insured for that item or in total. Unfair trade practice shall have the meaning ascribed to such term in the Consumer Protection Act, 2019, as amended from time to time.

#### Unoccupied

Your Home remaining unoccupied by You and/or Your Family for more than 30 consecutive days.

#### Valuable Contents

Valuable Contents of Your Home consist of items such as jewellery, silverware, paintings, works of art, antique items, curios and items of similar nature.

#### Vehicle

means Your car, truck, jeep, motorcycle, recreational vehicle, or camper.

#### We, Us, Our, Insurer

Simple Home Insurance Policy that has provided Insurance Cover under this Policy; of the Company.

#### You, Your, Insured

The Insured Person/s who has/have purchased Insurance Cover under this Policy; of such Insured Person/s.

#### Your Home Building

Your Home Building is a building consisting of a residential unit, having an enclosed structure and a roof, basement (if any) and used as a dwelling place described in detail as per Clause C (2) of this Policy.

## SECTION 1 – FIRE AND ALLIED PERILS

We give insurance cover for physical loss or damage, or destruction caused to Insured Property by the following unforeseen events occurring during the Policy Period.

The events covered are given in Column A and those not covered in respect of these events are given in Column B.

Column A	Column B
<b>We cover</b> physical loss or damage, or destruction caused to the Insured Property by	<b>We do not cover</b> any loss or damage, or destruction caused to the Insured Property
1. Fire	caused by burning of Insured Property by order of any Public Authority.
2. Explosion or Implosion	-
3. Lightning	-
4. Earthquake, volcanic eruption, or other convulsions of nature	-
5. Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Tsunami, Flood and Inundation	-
6. Subsidence of the land on which Your Home Building stands, Landslide, Rockslide	caused by a. normal cracking, settlement or bedding down of new structures, b. the settlement or movement of made up ground, c. coastal or river erosion, d. defective design or workmanship or use of defective materials, or demolition, construction, structural alterations or repair of any property, or groundworks or excavations.
7. Bush fire, Forest fire, Jungle fire	-
8. Impact damage of any kind, i.e., damage caused by impact of, or collision caused by any external physical object (e.g. vehicle, falling trees, aircraft, wall etc.)	caused by pressure waves caused by aircraft or other aerial or space devices travelling at sonic or supersonic speeds.

9. Missile testing operations	-
10. Riot, Strikes, Malicious Damages	caused by a. temporary or permanent dispossession, confiscation, commandeering, requisition or destruction by order of the government or any lawful authority, or b. temporary or permanent dispossession of Your Home by unlawful occupation by any person.
11 Acts of terrorism (Coverage as per Terrorism Clause attached)	Exclusions and Excess as per Terrorism Clause attached.
12. Bursting or overflowing of water tanks, apparatus and pipes.	-
13. Leakage from automatic sprinkler installations.	a. repairs or alterations in Your Home or the building in which Your Home is located, b. repairs, removal or extension of any sprinkler installation, or defects in the construction known to You.
14. Theft within 7 (seven) days from the occurrence of and proximately caused by any of the above Insured Events.	if it is a. of any article or thing outside Your Home, or of any article or thing attached from the outside of the outer walls or the roof of Your Home, unless securely mounted.

## WHAT WE COVER

We cover physical loss or damage, or destruction of Your Home Building because of any Insured Event listed in Clause B of this Policy. We also cover architect's, surveyor's, consulting engineer's fees, cost of removing debris as specified under Clause C (5) (f) of this Policy. Further, We pay for Loss of rent and Rent for Alternative Accommodation, which will be paid to the extent declared by You and agreed by Us as specified under Clause C (6) of this Policy while Your Home Building is not fit for living following loss or damage due to an insured event.

### 1. Your Home Building

- Your Home Building is a building consisting of a residential unit, having an enclosed structure and a roof, basement (if any) and used as a dwelling place.
- Your Home Building includes
  - fixtures and fittings permanently attached to the floor, walls or roof, like fixed sanitary fittings, electrical wiring and other permanent fittings.
  - the following 'additional structures' if they are on the same site, and are used as part of Your Home Building:
    - garage, domestic out-houses used for residence, parking spaces or areas, if any
    - compound walls, fences, gates, retaining walls and internal roads,
    - verandah or porch and the like,
    - septic tanks, bio-gas plants, fixed water storage units or tanks,
    - solar panels, wind turbines and air conditioning systems, central heating systems and the like, if not included in Home Contents Cover,
  - any other structure shown in the Policy Schedule.
- Your Home Building does not include Contents of Your Home.

### 2. Use for residence:

- We will pay only if Your Home Building is used for the purpose of residence of Yourself and Your family, or of Your tenant, licensee, or employee.

### b. We will not pay if

- Your Home Building is used as a holiday home, or for lodging and boarding, or
- Your Home Building or any part of Your Home Building is used for purposes other than residential except where it is used both for Your residence and for the purposes of earning Your livelihood if You are self-employed or You have shifted Your office to Your Home Building for a temporary period due to lockdown or closure of Your office ordered by a public authority.

### 3. Sum Insured:

- The Sum Insured for the Home Building Cover is the prevailing Cost of Construction of Your Home Building at the Commencement Date as declared by You and accepted by Us and will be the maximum amount payable in the event the Home Building is a Total Loss.
- If the Policy Period is more than one year, We will automatically increase Your Sum Insured during the Policy Period by 10% per annum on each anniversary of Your Policy without additional premium for a maximum of 100% of the Sum Insured at the Policy Commencement Date.
- The Sum Insured will be automatically increased each day by an amount representing 1/365th of 10% of Sum Insured at the Policy Commencement Date for annual policies.
- Restoration of Sum Insured: Except as stated in Clause G (III) (3) (b) of this Policy, the insurance cover will at all times be maintained during the Policy Period to the full extent of the respective Sum Insured. This means that after We have paid for any loss, the policy shall be restored to the full original amount of Sum Insured. You must pay to Us proportionate premium for the unexpired Policy Period from the date of loss. We can also deduct this premium from the net claim that We must pay You.

### 4. What We pay

- If You make a claim under the policy for damage to Your Home Building due to any of the insured perils, We reimburse the cost to repair it to a condition substantially the same as its condition at the time of damage. You must spend for repairs and claim that amount from Us.

- b. We will calculate the amount of claim on the basis of the actual Carpet Area subject to the Carpet Area not exceeding that declared by You in the Proposal Form and stated in the Policy Schedule.
- c. The maximum We will pay for all items together is the Sum Insured shown in the Policy Schedule for Home Building Cover. If the Policy Schedule shows any limit for any item, such limit is the maximum We will pay for that item.
- d. If Your Home Building is a Total Loss, We will pay You the Sum Insured of the Home Building.
- e. If only an additional structure is destroyed, We will pay You an amount equal to the Cost of Construction of the additional structure.
- f. In addition to what Clause C (5) (c) of this Policy provides for, We will pay You the following expenses:
  - i. up to 5% of the claim amount for reasonable fees of architect, surveyor, consulting engineer;
  - ii. up to 2 % of the claim amount for reasonable costs of removing debris from the site.

### 5. Loss of Rent and Rent for Alternative Accommodation:

In addition to what Clause C (5) (c) of this Policy provides for, We will pay the amount of rent You lose or alternative rent You pay while Your Home Building is not fit for living because of physical loss arising out of an Insured Event as follows:

- a. If You are living in Your Home as a tenant, and You are required to pay higher rent for the alternative accommodation, We will pay the difference between the rent for alternative accommodation and the rent of Your Home Building.
- b. We will pay the loss under this cover for an accommodation that is not superior to Your Home Building in any way and in the same city as Your Home Building.
- c. The amount of lost rent shall be calculated as follows:  
Sum Insured for Cover for Loss of Rent (as declared by You in the Proposal Form and specified by Us in the Policy Schedule) X Period necessary for repairs ÷ Loss of Rent Period opted for.
- d. This cover will be available for the reasonable time required to repair Your Home Building to make it fit for living. The maximum period of this cover is three years from the date Your Home Building becomes unfit for living. You must submit a certificate from an architect or the local authority to show that Your Home Building is not fit for living.
- e. Claim for loss of rent will be accepted only if We have accepted Your claim for loss for physical damage to Your Home under the Home Building Cover.

#### 1. What We cover:

We cover the physical loss or damage to or destruction of the General Contents of Your Home caused by an Insured Event as listed in Clause B of this Policy. Valuable Contents of Your Home are not covered under this Policy unless You have purchased the optional cover for the Valuable Contents.

#### 2. Sum Insured:

- a. The Sum Insured for the Home Contents Cover is shown in the Policy Schedule and will be the maximum amount payable in the event the Home Contents are destroyed/lost completely.
- b. The policy has a built-in cover for the General Contents of Your home equal to 20% of the Sum Insured for Home Building Cover subject to a maximum of 10 Lakh (Rupees Ten Lakh) provided You have opted for both Home Building and Home Contents cover. If You choose to have a higher Sum Insured for Home Contents, You have to declare the Sum Insured in the Proposal Form and pay additional premium.

- c. If You have purchased only Home Contents Cover, You have to declare the Sum Insured for the General Contents in the Proposal Form.
- d. The Sum Insured You have chosen for General Contents must be enough to cover the cost of replacement of the General Contents.
- e. If You want to cover the Valuable Contents in Your Home, You must opt for the Optional Cover for Valuable Contents as given in Clause E (1) (a) of this Policy.
- f. Restoration of Sum Insured: Except as stated in Clause G (III) (3) (b) of this Clause below, the insurance cover will at all times be maintained during the Policy Period to the full extent of the respective Sum Insured. This means that after We have paid for any loss, the policy shall be restored to the full original amount of Sum Insured. You must pay to Us proportionate premium for the unexpired Policy Period from the date of loss. We can also deduct this premium from the net claim that We must pay You.

### 3. What We pay

- a. If the General Contents of Your Home are physically damaged by any Insured Event, We will at Our option,
  - i. reimburse to You the cost of repairs to a condition substantially the same as its condition at the time of damage, or
  - ii. pay You the cost of replacing that item with a same or similar item, or
  - iii. repair the damaged item to a condition substantially the same as its condition at the time of damage.
- b. The maximum We will pay for Home Contents is the Sum Insured shown in the Policy Schedule for Home Contents Cover. If the Policy Schedule shows any limit for any item, or category or groups of items, such limit is the maximum We will pay for that item.

#### 1. Optional Covers:

##### a. Cover for Valuable Contents on Agreed Value Basis (under Home Contents cover):

For Valuable Contents, a value may be agreed upon by You and Us based on a valuation certificate submitted by You and accepted by Us. However, We shall waive the requirement of valuation certificate if the Sum Insured opted for is up to 5 Lakh (Rupees Five Lakh) and Individual item value does not exceed 1 Lakh (Rupees One Lakh).

- i. If the Valuable Contents of Your Home are physically damaged by any Insured Event, We will pay the cost of repairing the item/s.
- ii. If the Valuable Contents of Your Home are a Total Loss We will pay the Sum Insured shown in the Policy Schedule for the Valuable item/s. If the Policy Schedule shows any limit for any item, or category or groups of items, such limit is the maximum We will pay for that item. Loss to only one item of a pair or set does not constitute loss or damage to the entire pair or set.

##### b. Personal Accident Cover:

In the event an insured peril that caused damages to Your Home Building and/or Home Contents also results in the unfortunate death of either You or Your spouse, We will pay compensation of 5,00,000 (Rupees Five Lakh) per person.

In the event of the unfortunate death of the insured, the Personal Accident cover shall continue for the spouse until expiry of the policy.

## 2. Add-ons:

You can opt for an Add-on by choosing from the Add-ons, if any, offered by Us under this product and the ones that You have purchased will be mentioned in the Policy Schedule and the relevant clause/s and/or endorsements will be attached to this Policy.

### SPECIFIC EXCLUSIONS APPLICABLE TO SECTION I:

1. Loss or damage to bullion or unset precious stones, manuscripts, plans, drawings, securities, obligations or documents of any kind, coins or paper money, cheques, vehicles, and explosive substances unless otherwise expressly stated in the policy.
2. Loss of any Insured Property which is missing or has been mislaid, or its disappearance cannot be linked to any single identifiable event.
3. Loss or damage to any Insured Property removed from Your Home to any other place.
4. Loss, damage or destruction to any electrical/electronic machine, apparatus, fixture, or fitting by over-running, excessive pressure, short circuiting, arcing, selfheating or leakage of electricity from whatever cause (lightning included). This exclusion applies only to the particular machine so lost, damaged or destroyed.
5. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
6. Any reduction in market value of any Insured Property after its repair or reinstatement.
7. Any addition, extension, or alteration to any structure of Your Home Building that increases its Carpet Area by more than 10% of the Carpet Area existing at the Commencement Date or on the date of renewal of this Policy, unless You have paid additional premium and such addition, extension or alteration is added by Endorsement.
8. Costs, fees, or expenses for preparing any claim.

### CLAUSE F. OTHER SECTION

You may opt any below section along with Section 1-Fire and Allied Perils. In consideration of addition premium, it is hereby and agreed that We will pay/restrict the Sum Insured under below listed covers subject to all terms, condition, exclusion applicable to the Policy.

### SECTION 2 – BURGLARY AND THEFT

#### A. What We Cover

We will pay You for the loss and Damage caused by Burglary or Theft including Larceny and/or attempted Burglary or Theft including Larceny to:

- a) Your Home subject to maximum payment of 10% of the Section Sum Insured or Rs 5,000 whichever is less
- b) The Contents of Your Home up to the Section Sum Insured and/or
- c) Newly purchased Contents i.e. purchased after commencement of the Policy, subject to maximum payment of 10% of the Section Sum Insured or Rs 20,000 whichever is less, duly supported by original purchase invoice/bill and/or
- d) Contents that You have placed in safe custody during Your temporary absence from Your Home as long as the period of the placement of such Contents does not exceed a total of 120 days in any one Period of Insurance, subject to maximum payment of 10% of the Section Sum Insured or Rs 10,000 whichever is less and/or

- e) Contents that have been moved to a private residential accommodation (not being Your Home) that is being occupied by You and/or Your Family for a period not exceeding 30 consecutive days in any one Period of Insurance, subject to a maximum payment of 10% of the Section Sum Insured or Rs 10,000 whichever is less and/or

- f) Personal Money not exceeding 1% of Section Sum Insured or Rs 10,000 whichever is less.

#### B. What We NOT Cover

We will not make payment to You under this Section:

- a) If the loss or Damage occurs while Your Home is Unoccupied unless the Company is informed at the time of applying for insurance or prior to Your Home being unoccupied, signified by an endorsement on the Policy by or on behalf of the Company.
- b) If You and/or Your Family and/or Your Domestic Staff are directly and/or indirectly in any way involved in or concerned with the actual or attempted Burglary, Theft and Larceny.
- c) Any loss or Damage in respect of any Kutcha Construction
- d) For any loss or Damage to livestock, motor Vehicles, pedal cycles, Personal Money, securities for money, stamp, bullion, deeds, bonds, bills of exchange, promissory notes, stock or share certificates, business books, manuscripts, documents of any kind, unset precious stones, Jewellery, Valuables, ATM or credit cards (unless previously specifically declared to and accepted by Us and/or as provided in the Policy Schedule)
- e) For the first Rs 1,000/- for each and every claim under this Section excluding claim for Personal Money, Jewellery and Valuables. In case of a claim for Personal Money, Jewellery and Valuables first Rs 2,000/-.
- f) For loss or Damage to Personal Money, Jewellery and Valuables due to Larceny
- g) For any loss or Damage caused by use of the key to the insured premises or any duplicate thereof belonging to the Insured, unless such key has been obtained by assault or violence or any threat thereof.

#### Additional Benefits

- 1) Property of domestic employees and guest

We will pay up to Rs 25,000/- during the Period of Insurance to cover the personal belongings of Your Domestic Staff and guests while it is on the insured premises excluding Jewellery, Personal Money or any other Valuables, items damaged due to perils covered Section "Burglary and Theft"

**First Loss Basis:** (Applicable if it is shown on Your Schedule)

Option 1: (when total value of Contents is not declared)

**Conditions applicable to Sections other than Section I:**

2).e)i)3)g) shall not apply to this benefit.

Option 2: (where total value of Contents is declared)

First Loss limit (expressed as % of the total value of Contents declared for insurance) will be as specified in the Schedule and shall deemed as Section Sum Insured.

**Conditions applicable to Sections other than Section**

2).e)i)3)g) shall not apply to this benefit and "Condition of Partial Average" as below shall apply.

**Condition of Partial Average**

It is hereby declared and agreed that this Policy is issued as the First Loss Insurance up to % of the Insured's total value of Contents (100%) as limit in the Schedule attached and forming part of the Policy.

It is further declared and agreed in the event of total value of Contents at risk at the time of loss be greater by more than 15% of the total value declared for the purpose of this insurance and incorporated in the Schedule, the Insured shall be considered as being his own insurer, for the difference, and shall bear ratable share of the loss accordingly. Every item, if more than one, of the Policy, shall be separately subject to this condition.

Subject otherwise to terms, conditions and exceptions of the Policy.

### SECTION 3 – PUBLIC LIABILITY

#### A. What We Cover

We will indemnify You against compensation and litigation expenses (incurred with Our prior written consent), which You may become legally liable to pay anywhere in the World on account of:

- Accidental death or Bodily Injury/ Injury to any person other than You and/or Your Family or Your Domestic Staff, subject to the Section Sum Insured for any one Accident or series of Accidents arising from any one event or cause, and for all Accidents during any Period of Insurance, and
- Accidental Damage to property of any person other than You or Your Family or Your Domestic Staff, subject to a limit of Section Sum Insured for any one Accident or series of Accidents arising from any one event or cause, and for all Accidents during any Period of Insurance, and
- Claims payable by You to Your Domestic Staff under the Fatal Accidents Act 1855, Workmen's Compensation Act 1923 or any amendment thereto or common law subject to the Section Sum Insured.

#### B. What We NOT Cover

We will not make any payment under this Section:

- For Accidental death, Bodily Injury/ Injury or property Damage arising out of or incidental to:
  - Your occupation or Business, trade or employment, or
  - Any structural alteration, additions, repairs or decoration to Your Home or
  - Any liability voluntarily assumed by You unless such liability would have attached to You notwithstanding such voluntary assumption or
  - Your and/or Your Family's ownership, possession, or custody of animals, Vehicles, airborne or waterborne vessels or craft of any kind, or any mechanically propelled Vehicle other than gardening equipment and wheelchairs or
  - The transmission of any communicable disease or virus.
- For Accidental death, Bodily Injury/ Injury or property Damage caused by, arising out of, aggravated by or resulting from Fungi, wet or dry rot, or bacteria. This exclusion includes any liability imposed on the Insured by any person and/or any Public Authority for any loss or Damage caused by, arising out of, aggravated by or resulting from Fungi, wet or dry rot or bacteria.

### SECTION 4 – PLATE GLASS

#### A. What We Cover

We will indemnify You against Accidental loss or Damage to securely fixed plate glass situated in Your home.

#### B. What We NOT Cover

We will not make any payment under this Section for loss or Damage:

- Occurring during the course of removal, alteration or repairs on or about Your Home
- Unaccompanied by breakage to glass
- To frames or framework of any description, unless specifically declared to and accepted by Us,
- Caused by the disfiguration or scratching of glass, other than a fracture extending through the entire thickness of the glass.
- To embossed, silvered, lettered, ornamental, curved or any other glass whatsoever, other than glass which is plain and of ordinary glazing quality, unless specifically declared to and accepted by Us.
- Consequent to the loss or Damage of plate glass including Injury arising from breakage of glass or during replacement thereof.

### SECTION 5 – BAGGAGE

#### A. What We Cover

We will indemnify You,

- For the Theft or Accidental loss, Damage or destruction anywhere in the World of personal baggage accompanying and belonging to You and/or Your Family on a trip undertaken outside of the municipal limits of the village, town, or city, in which You and/or Your Family ordinarily reside.
- For expenses incurred by You, whilst You and/or Your Family are on a personal trip, for contingency purchase occasioned by a) above subject to maximum of 25% of Section Sum Insured under this Section.

#### B. What We NOT Cover

We will not make payment to You under this Section:

- For loss, Damage or destruction
  - Due to cracking, scratching or breakage of lens or glass whether part of any equipment or otherwise to any item of a fragile or brittle nature (whether part of item lost, damaged or destroyed or otherwise) unless the loss, Damage or destruction is caused by an Accident involving the mode of transport of such item.
  - To any item of a perishable and/or consumable nature
  - To any item being conveyed by any carrier under the contract of affreightment.
  - To any loose item (including clothing) being worn or carried about during the trip.
  - Of any electrical item caused by misuse, use other than in accordance with the manufacturer's recommendation, defect, excessive pressure, short circuiting, arcing or by the effects of electricity from whatever cause (including lightning)
  - Of any money, securities, stamps, Business books or documents, Jewellery, watches, furs, precious metals, precious stones, gold or silver ornaments, Valuables, travel tickets, Cheques and bank drafts.
  - To personal baggage that is not within the care, custody or control of You and/or Your Family
  - To personal baggage caused by rats, fungus, insects or vermin
  - Caused by or arising from leakage, spilling or explosion of liquids, oils or similar materials, or articles of a dangerous or damaging nature.
- For the loss of personal baggage from a car unless such loss occurred by violent and visible means from an enclosed saloon car that had its windows closed and locked and other security devices, if any, properly applied.



- c) For more than the sole value of an item comprising part of a pair or set, without reference to any special value which such item may have had as a part of such pair or set and not more than a proportionate part of the value of the pair or set.
- d) The first Rs 1000 of each and every claim under this Section.

## SECTION 6 – BREAKDOWN OF DOMESTIC ELECTRIC & ELECTRONIC APPLIANCES

### A. What We Cover

We will indemnify You

1. Against repair costs (both parts and labor) occasioned by the unforeseen and sudden mechanical and/or electrical breakdown of Your domestic electrical and electronic appliances specified in the Schedule whilst contained or fixed in Your Home.
2. Against loss or Damage by Accidental external means to Audio & Audio-Visual appliances as mentioned in the Schedule whilst contained or fixed in Your Home

### B. What We NOT Cover

We will not make any payment under this section in respect of:

- a) The cost of repair associated with any malfunction for which the manufacturer or supplier of the domestic appliances is responsible.
- b) The cost of repair associated with an item for which cover is available under any other operative section of this Policy.
- c) The cost of repair associated with breakdown occasioned by natural wear and tear.
- d) The cost of repair associated with any appliances that has been modified in any manner or is used for Business or Business purposes
- e) The cost of repair associated with loss or Damage caused by or in process of erection, cleaning, maintenance, repair, dismantling.
- f) Loss or Damage caused by atmospheric or climatic changes, moths, insects and vermin.
- g) The cost of repair associated with the detention, seizure or confiscation by Public Authorities of Your Domestic appliances
- h) The cost of repair associated with the misuse of or use other than in accordance with manufacturer's recommendation of Your domestic appliances
- i) The cost of repair associated with defects in wiring or electrical connections that are not an integral part of Your domestic appliances
- j) Any amount exceeding Section Sum Insured for each and every claim and for all claims
- k) The first 1% of item Sum Insured or Rs 500 whichever is greater of each and every claim
- l) Loss or Damage to records, discs, cassettes or tapes.

### Special Conditions applicable to this section in addition to the general conditions wherever applicable

- a) If the part required for the repair or replacement of the domestic electrical & electronic appliances is not readily available in India, We may, in Our sole & absolute discretion, instead pay either:
  - a. The price of the part quoted in the latest catalogue or price list issued by the manufacturer or his agent in India or
  - b. 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 not exceeding the Section Sum Insured

- b) In case of a Total Loss, if damaged item is not replaced, Our payment to You 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 not exceeding Section Sum Insured.

### First Loss Basis: (Applicable if it is shown on Your Schedule)

Option 1: (when total value of Contents is not declared)

**Conditions applicable to Sections other than Section I 2) e) i) 3) g)** shall not apply to this benefit.

Option 2: (where total value of Contents is declared)

First Loss limit (expressed as % of the total value of Contents declared for insurance) will be as specified in the Schedule and shall deemed as Section Sum Insured.

General Condition 2) e) i) 3) g) shall not apply to this benefit and "Condition of Partial Average" as below shall apply.

### Condition of Partial Average

It is hereby declared and agreed that this Policy is issued as the First Loss Insurance up to % of the Insured's total value of Contents (100%) as limit in the Schedule attached and forming part of the Policy.

It is further declared and agreed in the event of total value of Contents at risk at the time of loss be greater by more than 15% of the total value declared for the purpose of this insurance and incorporated in the Schedule, the Insured shall be considered as being his own insurer, for the difference, and shall bear ratable share of the loss accordingly. Every item, if more than one, of the Policy, shall be separately subject to this condition.

Subject otherwise to terms, conditions and exceptions of the Policy.

## SECTION 7 – PERSONAL ACCIDENT

### A. What We Cover

We will pay You or insured family members, aged between 3 months and 65 years the benefits as set out below, :

#### 1. Accidental Death:

- a. This benefit is payable if You or the insured family member suffers an Injury anywhere in the World during the Policy Period solely and directly due to an Accident that occurs during the Policy Period and that results in death within 365 days from the date of the Accident.
- b. Benefit payable under this section is 100% of the Primary member Sum Insured or as mentioned in the Policy Schedule. In case of dependant or unemployed family members benefit is restricted to 50% of the primary member Sum Insured or as mentioned in the Policy Schedule.
- c. Once a claim has been accepted and paid under this Benefit in respect of an Insured Person, the Insured Person's insurance cover under this Section of the Policy including will immediately and automatically terminate.

#### 2. Permanent Total Disablement:

- a. This benefit is payable if You or the insured family member suffers an Injury anywhere in the World during the Policy Period solely and directly due to an Accident that occurs during the Policy Period and that results in the Permanent Total Disablement of the Insured Person which is of the nature specified in the table below, within 365 days from the date of the Accident.

Nature of Permanent Total Disablement	Percentage of the Sum Insured payable for Insured
Total and irrecoverable loss of sight in both eyes	100%
Loss by physical separation or total and permanent loss of use of both hands or both feet	100%
Loss by physical separation or total and permanent loss of use of one hand and one foot	100%
Total and irrecoverable loss of sight in one eye and loss of a Limb	100%
Total and irrecoverable loss of hearing in both ears and loss of one Limb/ loss of sight in one eye	100%
Total and irrecoverable loss of hearing in both ears and loss of speech	100%
Total and irrecoverable loss of speech and loss of one Limb/ loss of sight in one eye	100%
Permanent, total and absolute disablement (not falling under any one the above) which results in the Insured Person being unable to engage in any employment or occupation or business for remuneration or profit, of any description whatsoever which results in Loss of Independent Living	100%

For the purpose of this Benefit,

- **Limb** means a hand at or above the wrist or a foot above the ankle;
- **Physical separation of one hand or foot** means separation at or above wrist and/or at or above ankle, respectively.

The Benefit as specified above will be payable provided that:

- The Permanent Total Disablement is proved to Our satisfaction; and a disability certificate issued by a civil surgeon or the equivalent appointed by the District, State or Government Board is given to us;
  - The Permanent Total Disablement continues for a period of at least 180 days from the commencement of the Permanent Total Disablement, and We are satisfied at the expiry of the 180 days that there is no reasonable medical hope of improvement and such disability is permanent at the end of this period;
- In case of dependant or unemployed family members benefit is restricted to 50% of the payable Sum Insured as per the table above.
  - If the Insured Person dies before a claim has been admitted under this Benefit, then no amount will be payable under this Benefit;
  - Once a claim has been accepted and paid under this Benefit then the Insured Person's insurance cover under this Section of the will immediately and automatically terminates.

### 3. Permanent Partial Disablement:

- This benefit is payable if You or the insured family member suffers an Injury anywhere in the World during the Policy Period solely and directly due to an Accident that occurs during the Policy Period and that results in the Permanent Partial Disablement of the

Insured Person which is of the nature specified in the table below, within 365 days from the date of the Accident.

Nature of Permanent Partial Disablement	Percentage of the Sum Insured payable
i. Total and irrecoverable loss of sight in one eye	50%
ii. Loss of one hand or one foot	50%
iii. Loss of all toes - any one foot	10%
iv. Loss of toe great - any one foot	5%
v. Loss of toes other than great, if more than one toe lost, each	2%
vi. Total and irrecoverable loss of hearing in both ears	50%
vii. Total and irrecoverable loss of hearing in one ear	15%
viii. Total and irrecoverable loss of speech	50%
ix. Loss of four fingers and thumb of one hand	40%
x. Loss of four fingers	35%
xi. Loss of thumb- both phalanges	25%
xii. Loss of thumb- one phalanx	10%
xiii. Loss of index finger- three phalanges	10%
xiv. Loss of index finger- two phalanges	8%
xv. Loss of index finger-one phalanx	4%
xvi. Loss of middle/ring/little finger-three phalanges	6%
xvii. Loss of middle/ring/little finger-two phalanges	4%
xviii. Loss of middle/ring/little finger-one phalanx	2%

The Benefit specified above will be payable provided that:

- The Permanent Partial Disablement is proved to Our satisfaction; and a disability certificate issued by a civil surgeon or the equivalent appointed by the District, State or Government Board is given to Us;
- The Permanent Partial Disablement continues for a period of at least 180 days from the commencement of the Permanent Partial Disablement and We are satisfied at the expiry of the 180 days that there is no reasonable medical hope of improvement and such disability is permanent at the end of this period;
- If the Insured Person dies before a claim has been admitted under this Benefit, then no amount will be payable under this Benefit;
- If the Insured Person suffers a loss that is not of the nature of Permanent Partial Disablement specified in the table above, then Our medical advisors will determine the degree of disablement and the amount payable, if any;
- We will not make any payment under this Benefit if We have already paid or accepted any claims under Sections of Accidental Death or Permanent Total Disablement in respect of the Insured Person and the total amount paid or payable under the claims is cumulatively greater than or equal to the Sum Insured for that Insured Person;

b. Once a claim has been accepted and paid under this Benefit the Insured Person's insurance cover under this Policy shall continue, subject to availability of the Capital Sum Insured.

#### 4. Repatriation of Mortal remains:

This benefit is payable if we have accepted claim under Accidental Death section. We will make a onetime lump sum payment for expenses incurred in transporting insured person's mortal remains to Your Home, subject to a maximum of 2% of Sum Insured per person or Rs 7500 whichever is less on per policy year basis.

#### 5. Ambulance Expenses:

a. This benefit is payable if any of the insured person suffers an Accident-causing Injury that requires Hospitalisation. We will provide for reimbursement of Reasonable and Customary expenses up to Rs 5000 on per policy per year basis that are incurred towards transportation of an Insured Person by a registered healthcare or Ambulance service provider to a Hospital for treatment of an Injury in case of an Emergency, necessitating the Insured Person's admission to the Hospital. The necessity of use of an Ambulance must be certified by the treating Medical Practitioner.

b. Reasonable and Customary expenses shall include:

- i. Costs towards transferring the Insured Person from one Hospital to another Hospital or diagnostic centre for advanced diagnostic treatment where such facility is not available at the existing Hospital; or
- ii. When the Insured Person requires to be moved to a better Hospital facility due to lack of super speciality treatment in the existing Hospital.

#### B. Position after Claim:

- i. In case a claim is accepted under section A.1 and/ or 2 then per person benefit under this policy automatically terminates with respect to that particular person.
- ii. In case a claim is accepted and paid under section A.3, this Benefit under this Policy shall continue, subject to availability of the Sum Insured.

#### C. Cumulative bonus:

If no claim has been made under the policy with us and the policy is renewed with us and without any break, we will allow a cumulative bonus to the renewal policy upon receipt of premium automatically by increasing the Sum Insured by 5% per year. The maximum cumulative bonus shall not exceed 50% of the Section Sum Insured in any policy year. In case of a claim, the Cumulative Bonus if any under the policy will get reduced by 5% per year at the time of renewal. This cumulative bonus is applicable only to Accidental Death, Permanent Partial Disability and Permanent Total disability benefits.

The cumulative bonus will not be lost if the policy is renewed either within the expiry date of the policy or within 30 days from the date of expiry of the policy subject to expiring policy having been issued by us.

#### D. What We NOT Cover

We shall not be liable to make any payment for any claim under the Personal Accident Benefit Section in respect of any Insured Person, directly or indirectly for, caused by or arising from or in any way attributable to any of the following:

1. Any Pre-existing Disease or Disability arising out of a Pre-existing Diseases or any complication arising therefrom.
2. Any payment in case of more than one claim under the Policy during any one Policy Period by which Our maximum liability in that period would exceed the Sum Insured under the Section.

3. Suicide or attempted Suicide, intentional self-inflicted injury, acts of self-destruction whether the Insured Person is medically sane or insane.

4. Mental illness or sickness or disease including a psychiatric condition, mental disorders or disturbances of consciousness, strokes, fits or convulsions which affect the entire body and pathological disturbances caused by mental reaction to the same.

5. Certification by a Medical Practitioner who shares the same residence as the Insured Person or who is a member of the Insured Person's Family.

6. Death or disablement arising out of or attributable to foreign invasion, act of foreign enemies, hostilities, warlike operations (whether war be declared or not or while performing duties in the armed forces of any country during war or at peace time), participation in any naval, military or air-force operation, civil war, public defence, rebellion, revolution, insurrection, military or usurped power.

7. Death or disablement directly or indirectly caused by or associated with any venereal disease, sexually transmitted disease

8. Congenital internal or external diseases, defects or anomalies or in consequence thereof.

9. Bacterial infections (except pyogenic infection which occurs through a cut or wound due to Accident).

10. Medical or surgical treatment except as necessary solely and directly as a result of an Accident.

11. Death or disablement directly or indirectly caused due to or associated with human T-cell Lymphotropic virus type III (HTLV-III or IITLB-III) or Lymphadenopathy Associated Virus (LAV) and its variants or mutants, Acquired Immune Deficiency Syndrome (AIDS) whether or not arising out of HIV, AIDS related complex syndrome (ARCS) and any injury caused by and/or related to HIV.

12. Any change of profession after inception of the Policy which results in the enhancement of Our risk under the Policy, if not accepted and endorsed by Us.

13. Death or disablement arising or resulting from the Insured Person committing any breach of law or participating in an actual or attempted felony, riot, crime, misdemeanour or civil commotion with criminal intent.

14. Death or disablement arising from or caused due to use, abuse or a consequence or influence of an abuse of any substance, intoxicant, drug, alcohol or hallucinogen.

15. Death or disablement resulting directly or indirectly, contributed or aggravated or prolonged by childbirth or from pregnancy or a consequence thereof including ectopic pregnancy unless specifically arising due to accident;

16. Death or disablement caused by participation of the Insured Person in any flying activity, except as a bona fide fare-paying passenger of a recognized airline on regular routes and on a scheduled timetable.

17. Insured Persons whilst engaging in a speed contest or racing of any kind (other than on foot), bungee jumping, parasailing, ballooning, parachuting, skydiving, paragliding, hang gliding, mountain or rock climbing necessitating the use of guides or ropes, potholing, abseiling, deep sea diving using hard helmet and breathing apparatus, polo, snow and ice sports in so far as they involve the training for or participation in competitions or professional sports, or involving a naval, military or air force operation and is specifically specified in the Policy Schedule.

18. Death or disablement caused by working in underground mines, tunnelling or explosives, or involving electrical installation with high tension supply, or as jockeys or circus personnel, or engaged in Hazardous Activities.
19. Death or disablement arising from or caused by ionizing radiation or contamination by radioactivity from any nuclear fuel (explosive or hazardous form) or resulting from or from any other cause or event contributing concurrently or in any other sequence to the loss, claim or expense from any nuclear waste from the combustion of nuclear fuel, nuclear, chemical or biological attack.
  - a) Chemical attack or weapons means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing any illness, incapacitating disablement or death.
  - b) Biological attack or weapons means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) microorganisms and/or biologically produced toxins (including genetically modified organisms and chemically synthesized toxins) which are capable of causing any illness, incapacitating disablement or death.
20. Any physical, medical or mental condition or treatment or service that is specifically excluded in the Policy Schedule.

**Special Conditions applicable to this Section in addition to the General conditions.**

- 1) Upon happening of any event which may give rise to a claim under this policy, written notice with all particulars must be given by insured/ nominee to the Company immediately. In case of death, written notice must be given immediately, unless reasonable cause is shown for such delay and in any case, within 30 days after death. In the event of loss of sight or amputation of limbs, written notice thereof must also be given immediately but not later than 30 days after such loss of sight or amputation.
- 2) Deviation from this will be accepted by the Company only upon being shown reasonable cause of the delay and to the satisfaction of the Company
- 3) Proof satisfactory to the Company shall be furnished of all matters upon which a claim is based. Any Medical or authorised representative of the Company shall be allowed to examine the Insured Person on the occasion of any alleged injury or disablement when and so often as the same may reasonably be required on behalf of the Company.
- 4) Such evidence as the Company may require from time to time shall be furnished including the post-mortem report, if conducted within 14 days after demand in writing.
- 5) Requirement of all or any of the following indicative documents will depend on the nature of claim:
  - a. Claim form duly signed
  - b. Policy copy
  - c. Claim Intimation
  - d. FIR / MLC Copy / Spot Panchnama / Inquest Panchnama
  - e. Death Certificate
  - f. Post Mortem Report (If conducted)
  - g. Final Police Report
  - h. Affidavit from the legal heirs of the deceased (in case nomination has not been filed by deceased)
  - i. Investigation reports
  - j. Medical certificate
  - k. Disability Certificate
  - l. Photograph of the injured with reflecting disablement

- m. Discharge card
- n. Receipt of ambulance usage
- 6) Penal Interest Provision: -- Upon acceptance of an offer of settlement by the insured, the payment of the amount due shall be made within 30 days from the date of acceptance of the offer by the insured. In the cases of delay in the payment, the insurer shall be liable to pay interest at a rate which is 2% above the bank rate prevalent at the beginning of the financial year in which the claim is reviewed by it.
- 7) Nomination and Assignment:- This Policy is not assignable and no person(s) other than Insured or Insured's nominee(s) as mentioned in the schedule or legal representatives, wherever is applicable, can claim or sue the Insurer under this policy.

The payment by the Insurer to the Insured, his/ her nominee or legal representative of any compensation or benefit under the policy shall in all cases be an effectual discharge to the Insurer.

## SECTION 8 – LOSS OF CASH WHILST IN TRANSIT

### A. What We Cover

We will indemnify You and/or Your Family for actual loss of money in coins and/or currency notes up to the Section Sum Insured by, Robbery, hold up or Theft within 6 hours of withdrawal of money from a Bank (including ATM centers) at which You maintain an account, while such money is in Your possession.

### B. What We NOT Cover

We will not make payment to You and Your Family under this Section:

- a. If You and Your Family have withdrawn money in coins and/or currency notes more than once in a day.
- b. If You and Your Family do not provide Us and the police with an immediate notice of the loss and send to Us a copy of the First Information and/or final report.
- c. Unless You and Your Family are able to establish to Our reasonable satisfaction that a loss of the amount stated has occurred with documentary proof.
- d. For more than Rs 25,000 in respect of a single withdrawal.
- e. For more than Rs 50,000 during Period of Insurance.
- f. For the first Rs 500 in respect of each and every claim.

Note: Single withdrawal limit shall be 50% of the Section Sum Insured.

## SECTION 9 – ALL RISK COVER- PORTABLE EQUIPMENTS, JEWELLERY & VALUABLES

### A. What We Cover

We will indemnify You and/or Your Family against the loss of, destruction of, or damage to

- a. Portable equipments anywhere in the world due to any unforeseen and sudden physical loss (except a cause mentioned in section "What we will not cover"), provided that it is in Your personal custody provided that Our liability in respect of any one item of such property in any one Period of Insurance will not individually or in aggregate exceed the sub limit of the Sum Insured set against such item in the Schedule.
- b. You and/or Your Family's Jewellery and Valuables anywhere in the world due to Accident and/or misfortune, based upon the actual Replacement Cost of such Jewellery and Valuables not exceeding Section Sum Insured.
- c. Newly purchased Jewellery and Valuables i.e. purchased after commencement of the Policy subject to maximum payment of 10% of Section Sum Insured or Rs 100,000 whichever is less duly supported by original purchase invoice/bill.

## B. What We NOT Cover

We will not make any payment under this Section for:

1. Deductible:
  - a. 5% of the claim amount subject to a minimum of Rs 2500 for each and every claim in respect of Jewellery & Valuables
  - b. 5% of claim amount subject to a minimum of Rs 1000 for each and every claim in respect of portable equipment's.
2. Loss of Damage to the property by or due to or arising from
  - a. Defective workmanship material or design, wear and tear depreciation, rats, insects, mildew, Fungi, moth, vermin, process of cleaning, washing, repairing, restoring or renovating the action of light or atmospheric condition or any other gradually operating cause.
  - b. Manufacturing defects for which the manufacturer is responsible.
  - c. Mechanical and/or electrical breakdown and/or derangement, overloading or strain, overrunning excessive pressures, short circuiting and/or self heating or over winding.
  - d. Improper handling, dismantling, fitting adjustment, repair alteration or modification not approved by the makers/manufacturers and/or the agents of maker/manufacturers or use of such property contrary to the directives of the makers/ manufacturers and/or this agents.
  - e. Scratching and/or denting and/or cracking.
  - f. Loss or Damage due to cracking, scratching or breakage of lens or glass, whether part of any equipment or otherwise, or to china marble, gramophone, records and other articles of a brittle or fragile nature unless such loss or Damage arises from an Accident involving the mode by which such item is being covered.
3. Consequential loss of whatsoever nature.
4. Loss or Damage arising from detention, confiscation, destruction or requisition by or under the order of any government of public or local authority.
5. Penalties of delay or detention or in connection with guarantees of performance or efficiency.
6. Theft, loss or Damage during the hire or loan of the instrument to a third party.
7. Unexplained/ Mysterious disappearance.
8. Loss or Damage to any unattended item/equipment of the property insured as described in the Schedule.
9. Loss or Damage due to Theft or attempted Theft by an Employee of Yours or loss or Damage occasioned through the willful act of You and/or Your family or any Employee or the willful act of any other person with a connivance of You and/or Your Family or any Employee.
10. 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.
11. Loss or Damage directly or indirectly, proximately or remotely occasioned by or contributed to or traceable to or happening through in consequence of war, invasion, act of foreign enemy, hostilities or war like operations (whether war declared or not), civil war, civil commotion, mutiny, rebellion, revolution, insurrection, conspiracy, military or usurped power.
12. Loss or Damage directly or indirectly caused by or contributed to by or arising from ionizing radiations contamination by radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or from any nuclear weapons material. For the purpose of this exclusion, combustion shall include any self-sustaining process of nuclear fission.
13. Any loss or Damage to the property insured or to the general public and/or legal liability arising out of immoral or unethical use of the property insured.
14. Electromagnetic field exclusion: The Policy does not apply to or has no liability hereunder to You in respect of personal injury, Bodily Injury, or illness of a person, loss or Damage to property 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.
15. Terrorism damage exclusion warranty: This Policy excludes loss, Damage, cost or expenses 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 behalf of or in connection with any organization(s) or government(s), or 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 intension 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 expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the above.
16. Loss or Damage due to Theft from a car unless such Theft occurred by violent and visible means from an enclosed Vehicle that has its windows closed and locks (and other security devices, if any) properly applied.
17. Loss or Damage whilst the item is being conveyed by any carrier under the contract of affreightment.
18. Loss or Damage to any item used mainly for Business or Business Purpose.
19. Loss or Damage occasioned to lottery or raffle tickets.
20. For more than the sole value of an item comprising part of a pair or set without reference to any special value which such item may have had as a part of such pair or set, and not more than a proportionate part of the value of the pair or set.
21. Damage whilst in custody of any person other than You, Your Family or Bank (where You have kept Jewellery in locker).
22. Damage to musical instrument in respect of loss of tone and for replacement of strings, drums, skins, reeds.

If You do not agree whether any of these exclusions apply to Your Claim, You agree to accept the burden of proving that they do not apply.

**Special Conditions applicable to this section in addition to the general conditions wherever applicable**

- 1) At all times during the Period of Insurance, 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 You to Us. 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 We 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 You subject only to Our rights 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 You immediately on occurrence of the loss exercise Your option not to reinstate the Sum Insured as above.

- 2) Loss or Damage to Your Property (Applicable to Portable equipments) shall be settled at the Market Value, after charging the depreciation applicable as per below table

Depreciation applicable for any instrument/component

Age of the instrument/component	Depreciation %
Up to 6 months	10%
Up to 1 Year	20%
Up to 2 Years	40%
Up to 3 Years	50%
Up to 4 Years	60%
Up to 5 Years	70%
Exceeding 5 Years	75%

- 3) In event of loss of or Damage to the property or any components thereon necessitating the supply of components not obtainable from the stocks held in this country or in the event of Us exercising the option to pay in cash the amount of the loss or Damage, Our liability in respect of any such component shall be limited to:
- The price quoted in the latest catalogue or price list issued by 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 PLUS the reasonable cost of fitting such parts.

**First Loss Basis:** (Applicable if it is shown on Your Schedule)

Option 1: (when total value of Contents is not declared)

**Conditions applicable to Sections other than Section I 2) e) i) 3) g)** shall not apply to this benefit.

Option 2: (where total value of Contents is declared)

First Loss limit (expressed as % of the total value of Contents declared for insurance) will be as specified in the Schedule and shall be deemed as Section Sum Insured.

**Conditions applicable to Sections other than Section I 2) e) i) 3) g)** shall not apply to this benefit and "Condition of Partial Average" as below shall apply.

**Condition of Partial Average**

It is hereby declared and agreed that this Policy is issued as the First Loss Insurance up to % of the Insured's total value of Contents (100%) as limit in the Schedule attached and forming part of the Policy.

It is further declared and agreed in the event of total value of Contents at risk at the time of loss be greater by more than 15% of the total value declared for the purpose of this insurance and incorporated in the Schedule, the Insured shall be considered as being his own insurer, for the difference, and shall bear ratable share of the loss accordingly. Every item, if more than one, of the Policy, shall be separately subject to this condition.

Subject otherwise to terms, conditions and exceptions of the Policy.

**SECTION 10 – KEY REPLACEMENT**
**A. What We Cover**

**Key Replacement-** We will reimburse You for the cost of replacing Your Home 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 a new key.

**Break- in Protection-** We will reimburse You for the cost of replacing Your locks & keys if Your Home or Your Vehicle is broken in to. The covered costs include the labour cost for replacing the lock.

**Lock out Reimbursement-** We will reimburse You for the cost of obtaining keys from a locksmith if You are locked out of Your Home or Your Vehicle due to loss or Theft of Your keys.

**B. What We NOT Cover**

We will not pay for:

- Costs other than those listed in the "What We Cover" section
- Cost associated with Lost or Stolen keys for a Home other than Your primary Home.
- The cost to replace keys to Vehicles that You do not own for personal use.

**C. Special Condition**

For Break in protection claims, You must provide an official police report that indicates the incident happened within the covered time frame in order for Us to pay the claim unless You are legally incapable of doing so.

**Excess of other Insurance Coverage (Applicable to Section- Key Replacement cover)**

Coverage provided by this Policy are EXCESS, this means that if, at the time of occurrence, You have other valid and collectible insurance- such as but not limited to motor insurance- this Policy will only cover the amount not covered by such other insurance, up to the limit of specific coverage. If the event is covered by more than one of the Policy coverage, We will only pay the amount from the coverage under which You first filed the claim.

**Duties after an Accident or Loss**

In the event of a covered loss

- You shall call Us at 1800 22 1111 or 1800 102 1111 or provide written intimation within 24 hrs of discovering the loss to make a claim and obtain the proper forms and instructions.
- You may file a police report within 24 hrs of discovering a covered incident
- You shall fill out and return any claims forms and accompanying documents including police report (where necessary), receipts for replacing locks and/or keys, and any other documents We may ask You to provide.

The claim form and accompanying documents must be returned to Us within 3 days of making the

We do not cover losses and expenses for any loss or damage or destruction of the Insured Property that is directly or indirectly as a result of or is caused by or arising from events, stated below:

1. Your deliberate, wilful or intentional act or omission, or of anyone on Your behalf, or with Your connivance.
2. War, invasion, act of foreign enemy hostilities or war-like operations (whether war is declared or not), civil war, mutiny, civil commotion amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
3. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component that is part of it.
4. Pollution or contamination, unless
  - a. the pollution or contamination itself has resulted from an Insured Event,
  - or
  - b. an Insured Event itself results from pollution or contamination.

The below conditions are applicable to all sections:

#### I. Your Obligations

##### 1. Make true and full disclosure in the proposal and related documents

- a. You have a duty of disclosure to tell Us everything You know, or could reasonably be expected to know, that is relevant to Us for deciding whether to give You insurance cover and on what terms. You owe this duty to disclose such relevant material information even if We have not specifically asked for it. This duty extends to any information or declaration given by anyone else on Your behalf.
- b. We have agreed to give You insurance cover entirely on the basis of the information You, or anyone on Your behalf, have given Us in the proposal, statements and other declarations and documents (in writing or electronic) about Yourself, Your family, Your Home Building and Home Contents. The correct and complete information You give is the basis of Our contract with You. Our promise to pay is conditional upon the truth of these statements and on the assumption that You, or anyone on Your behalf, has not withheld any material information about Yourself, Your family, Your Home Building and Home Contents.

**Obligation to take care:** You must:

- a. keep Your Home Building and Home Contents in good condition and well maintained, You must ensure that the structure of Your Home Building does not have any faults or defects that are visible and material that will aggravate loss or damage to the Home Building in the event an insured peril occurs.
  - b. take care to prevent theft, loss or damage to Your Home Building and Home Contents, and
  - c. ensure that unauthorized persons do not occupy Your Home Building.
- ##### 2. Inform change in circumstances:
- You must inform Us immediately if,
- a. You change Your address,
  - b. You make any addition, alteration, extension to the structure of Your Home Building,

- c. You let out Your Home Building, or Your Home Building will no longer be solely occupied by You,
- d. You change the use of Your Home Building.

**3. Allow inspection and investigation of claim:** You must allow and give full cooperation to the survey/investigation of Your claim by Us. You must allow Us, and any surveyor, officer or other representative that We authorise, to inspect Your Home Building and Home Contents including the interior wherever necessary, take photographs and where required, permit the scientific testing and investigation of any insured article affected by the insured peril. You must answer all questions asked regarding Your claim truthfully and completely and submit all relevant documents that We will require.

**4. Make true statements and full disclosure in the claim and related documents:** You must also give true and full information in Your claim and submit true documents. If You give any false information or document in the claim, or if You withhold any information or document (written or electronic), We have a right to refuse payment of Your claim. We may also cancel Your policy.

#### II. Renewal of Policy

1. **End of Policy:** This Policy will expire at the end of the Policy Period.
2. **Renewal is not automatic:** We may seek relevant information from You for the purpose of renewal. We can reject Your renewal only on grounds of misrepresentation, non-disclosure of material facts, fraud or non-co-operation on Your part.
3. **Application for renewal:** If You wish to renew the Policy, You must apply for renewal before the end of the Policy Period and pay the required premium amount.

#### Renewal Process (Applicable to Personal Accident Section):

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 of this product. A grace period of 30 days is allowed for renewal of Personal Accident Section of this Policy. This will be counted from the day immediately following the premium due date during which a payment can be made to renew or continue this policy in force without loss of continuity benefits such as cumulative bonus. The continuity of coverage for all the covers under the expiring Policy will be subject to receiving appropriate premium for the same. Coverage is not available for the period for which no premium is received, and Insurer has no liability for the claims arising during this period.

#### III. Cancellation and Termination of Policy

##### 1. Cancellation by Insured

- a. Insured can cancel this Policy at any time during the policy period by giving the Company notice in writing, in such case, The Company shall
  1. Refund the proportion premium for unexpired policy period, if the period/term of the policy is up to one year and there is no claim(s) made during the policy period.
  2. Refund premium for the unexpired policy period, in respect of policies with the policy period/term more than one year and the risk coverage for such policy years has not commenced.

##### 2. Cancellation by Company:

The Company will cancel the policy with 7 days' notice period only on grounds of established fraud and in such case no refund shall be made to Insured.

## 1. Automatic termination of the Policy

This Policy will automatically end in the following cases:

- a. **Destruction of Your Home Building:** This Policy will automatically end 7 (seven) days after Your Home Building collapses or is destroyed by reason other than any Insured Event. If a separable part of Your Home Building, or any additional structure falls down or is destroyed by reason other than any Insured Event, the covers will end for such part or additional structure.

You can apply within 7 (seven) days of such fall or destruction for continuing insurance cover. We may agree, but will not be bound, to continue the cover on the same rates, terms and conditions.

- b. **Exhaustion of Sum Insured:** If Your Home Building, or any additional structure, or any item of Home Contents, is lost, destroyed or stolen, or is a Total Loss, and We pay You the full Sum Insured for such item, the insurance cover for that item will automatically end unless the subject matter of insurance is reconstructed and the Sum Insured is reinstated by paying additional premium. If We pay the total Sum Insured for any claim, this Policy will end.

- c. **Change of use of Your Home Building or Home Contents:** The Policy will end

- i. if You change the use of Your Home Building from personal residence to any other purpose, or
- ii. if You use any item of Home Contents for use that is not personal.

- d. **Sale of Your Home Building or Home Contents:** This Policy will end when You sell, surrender or release Your interest in Your Home Building and/or Home Contents, or Your interest in the Home Building and/or Home Contents comes to an end. The Policy will end to the extent any additional structure of Your Home Building or item of Home Contents if You sell, surrender or release Your interest in such additional structure or item of Home Content, or Your interest in these ends.

### e. Effect of death

In the event of the unfortunate death of the Insured during the Policy Period, the Home Building Cover and the Home Contents Cover that You have purchased will continue for the benefit of Your legal representative/s during the Policy Period subject to all the terms and conditions of this Policy.

## IV. Claims Procedure

If You suffer a loss because of an Insured Event, You must make a claim for Your financial loss at Your cost. The procedure for making a claim is given below. These include things that You must do, and that You must not do. It is important to comply with these to ensure that it does not prejudice Your claim in any manner.

### 1. Immediate notice to Us

- a. As soon as any physical loss or damage occurs to Your Home Building or Home Contents due to an Insured Event, You must immediately give notice to Us of the loss or damage. This is necessary for Us to survey/ investigate the loss or damage, as may be required.
- b. You can give notice to any of Our offices or call-centres.
- c. You must state in this notice
  - i. the Policy Number,
  - ii. Your name,
  - iii. details of report to the police that You made,

- iv. details of report to any Authority that You made,
- v. details of the Insured Event,
- vi. a brief statement of the loss,
- vii. particulars of any other insurance of Your Home Building or any of Your Home Contents,
- viii. details of loss or damage under any Optional Cover or Add-ons,
- ix. Submit photographs of loss or physical damage, wherever possible.

### 2. Steps to prevent loss and damage:

- a. You must take all reasonable steps to prevent further loss or damage to Your Home Building and Home Contents.
- b. Until We have inspected Your Home Building and Home Contents, and have given Our consent,
  - i. You must not sell, give away or dispose of any damaged items of any property for which You are making a claim;
  - ii. You must not wash or clean, or remove any damaged item or debris, except for any urgent necessity;
  - iii. You must not carry out repairs, unless such repairs are urgent and You cannot contact Us.

### 3. Immediate notice to Authorities

- a. As soon as any loss or damage occurs to the Insured Property, You must give immediate report to appropriate legal authorities. For example, You must report to the fire brigade of the local authority and the police if there is damage by fire/ explosion / implosion or lightning. In case of subsidence / landslide/ rockslide, You must inform the District Administration. In the event of impact damage of any kind or Riot Strikes, Malicious damages and acts of terrorism, You must inform the police. If there is a theft within 7 (seven) days following an Insured Event You must inform the police.
- b. We may, but not necessarily, waive this condition if We are satisfied that by reason of extreme hardship it was not possible for You or any other person on Your behalf to give such report.

### 4. Submit claim:

- a. Claim form:
  - i. You must submit Your claim in Our claim form at the earliest opportunity, but within 30 days from the date You first notice the loss or damage. The claim form is available in any of Our branches, and on Our web-site.
  - ii. You must state in Your claim the details of any other insurance policy that covers the damage or loss for which You have filed Your claim, whether You have purchased such other insurance, or someone else has purchased it for You.
- b. We shall not 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. If We disclaim liability for a claim You have made and if the claim is not made a subject matter of a suit in a court of law within a period of 12 months from the date of disclaimer, the claim shall not be recoverable hereunder.

### 5. Establish loss

- a. You must prove that the Insured Event has occurred, and the extent of physical loss or damage You have suffered with full details.



- b. When We request,
- You must support Your claim for Home Building and/or Home Contents with plans, specification books, vouchers, invoices pertaining to costs incurred by You for reconstruction/replacement/repairs.
  - You must allow Us, Our officers, surveyors or representatives to inspect the loss or damage to Your Home Building and/or Home Contents, and to take measurements, samples, damaged items or parts, and photographs that are relevant.
  - You must give Us authority to see the relevant records and get information about the Event and Your loss from the police or any other authority.
- c. For Optional Cover of Personal Accident, Death Certificate and Post-mortem report (wherever necessary) shall be submitted.

## 6. Fraudulent claim

If You, or anyone on Your behalf, make a false or fraudulent claim, or support a claim with any false or fraudulent statement or documents:

- We will not pay,
- We can cancel the Policy: in such a case, You will lose all benefits under this Policy and premium that You have paid, and
- We can also inform the police, and start legal proceedings against You.

## 7. Other insurance

- If You have any other policy with Us or any other Insurance Company (taken by You or by anyone else for You) covering in whole or in part any claim that You have made under this Policy, You have a right to ask for settlement of Your claim under any of these policies.
- If You choose to claim under this Policy from Us, We will settle Your claim within the limits and the terms and conditions of this Policy.
- After We pay the amount under Your claim, We have the right to ask for contribution from the Insurers that have given You the other policies.
- We will ensure that Our actions do not impose any liability on You.

## 8. Recovery action by Us

- When We accept and pay Your claim under the Policy, We can start legal proceedings to recover the amount or property from the third party who has caused the loss or damage to Your Home Building or Home Contents. You must give authority to Us to take such action and exercise this right effectively, when We request You, whether before or after making payment of Your claim. You must give all information, cooperation, assistance and help for this purpose. You must not do anything which will prejudice Our right. We can do this
  - without seeking Your consent,
  - in Your name, and
  - whether or not Your loss has been fully compensated.
- Any amount We recover from such person will be applied first to the costs of the legal proceedings and recovery, then to the claim amount We have paid or must pay to You. We will pay You any balance.
- You can start legal proceedings against any person who has caused the loss or damage only with Our prior consent, and on conditions that We will impose. You must not compromise or settle any claim against such person without Our consent. If You recover any amount from such person, You must return

to Us the amount We have paid for Your claim. We can take over the conduct of legal proceedings that You have started and continue the proceedings in Your name.

## Conditions applicable to Sections other than Section I – Fire and Allied Perils

### 1. Adequacy of Sum Insured

- Section: Burglary, Fire and Special Perils- Contents- the Replacement Cost or Replacement Cost less depreciation, wear and tear and/or allowance of betterment if any.
- Section: Baggage, Breakdown of Domestic Electrical and Electronic Appliances, Plate Glass, All Risks Cover- Jewellery and Valuables- the Replacement Cost.  
Section: All Risks Cover- Portable Equipment- Market Value of the items.

### 2. Basis of Loss Settlement

If You make a claim under this Policy which is accepted by Us the basis upon which We shall calculate the payment due to You shall be as follows:

- In the event of a Total Loss where cover is on a Replacement Value basis, We will pay You the Replacement Cost less salvage value and the amount of the deductible but limited nevertheless to the Section Sum Insured or the limit as stated in the Schedule. In case the property is not replaced or reinstated then We will pay the amount of Damage after due allowance for wear and tear and depreciation and the amount of the deductible but limited nevertheless to the Section Sum Insured or the limit as stated in the Schedule.
- In the event of a Total Loss where cover is on a Market Value basis, Our liability shall be the Replacement Cost less an allowance for betterment, wear and tear and or depreciation and the amount of the deductible or the value which can be realized from the market for such insured item immediately before occurrence of loss less the amount of the deductible whichever is less but limited nevertheless to the Section Sum Insured or the limit as stated in the Schedule.

### Depreciation Chart for Contents

Age of the Instrument/ Item	Depreciation Percentage
Up to 6 Months	10%
Up to 1 Year	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%

- In case of Damage (partial loss) to a covered item where cover is on a Replacement Value basis: If it is reasonably capable of repair, reinstatement, renewal or refurbishment then Our payment to You will reflect Your reasonable cost of restoring by such means the damaged item to its condition immediately prior to the event that gave rise to the claim under this Policy without any allowance for wear and tear and depreciation involving replacement of parts except those with limited life, less salvage value of the replaced item/part and the amount of the deductible but limited nevertheless to the Section Sum Insured or the limit as stated in the Schedule.
- In the event of Damage (Partial loss) to a covered item where coverage is sought on Market Value basis, Our liability on covered item shall be your reasonable cost of restoring by such means the damaged item to its condition immediately prior to the event that gave rise to the claim under this Policy

less allowance of wear & tear and depreciation involving replacement of parts except those with limited life, less salvage value of the replaced item/ part but limited nevertheless to the Section Sum Insured.

#### Special Provisions:

- a. We will only pay You in India and in Indian rupees subject to Your having established to Our reasonable satisfaction that the replacement, reinstatement, repair, renewal or refurbishment has been effected by You.
- b. We shall not make any payment for the cost of any enhancements, alterations, additions and/or improvements.
- c. We shall not make any payment for more than 20% of the Section Sum Insured of Section "Burglary & Theft" (if opted on 1st loss basis and item wise value not declared) in respect of any one item unless specifically declared by You in Your proposal and accepted by Us.
- d. If the Section Sum Insured/ Sum Insured at the time of happening of any event that gives rise to a claim under this Policy is less than 85% of the full value of the property, as provided for under General Condition 2, then the amount of any payment that We are obliged to make, shall be reduced by a sum equal to a rateable proportion of the loss or Damage sustained. Under no circumstances will Our liability to make payment exceed the Section Sum Insured relating to the Section under which the claim has been preferred.
- e. If You have any other insurance(s) that would cover a claim under this policy or would cover that claim but for the existence of this policy, then Our payment to You will represent a rateable proportion of any claim. (Not applicable for Section: Personal Accident, Key replacement Cover)
- f. Under no circumstances will our liability to make payment exceed the Section Sum Insured under any particular Section per claim and in the aggregate.

#### 3. Compliance with Terms and Conditions

You and/or Your Family and/or Your Domestic staff's compliance with the terms and conditions of this Policy, in so far as these require anything to be done by You and/or them, is a condition precedent to Our liability. In the event of any breach, We may repudiate any liability for Your claim.

#### Your Special Rights and Duties

You shall represent all persons insured under this Policy as to:

- a) The giving and receiving of any notice of cancellation.
- b) The receipt of any endorsements to this Policy
- c) The payment of premium and receipt of return premium
- d) The acceptance of any other notices or communications under or in respect of this Policy.

You can choose to make changes to the covers of this Policy as may be permitted by Us, or increase or reduce any Sum Insured. You must make a proposal or request for any change. It will be effective only after We have accepted Your proposal, and You have paid the additional premium, where applicable.

- a. This Policy (including the Policy Schedule, the proposal, declarations and Endorsements) consists of the entire contract between You and Us.

#### Applicable to Section I

Underinsurance does not apply to the Simple Home Insurance Policy. Thus, if Your Sum Insured calculated on the basis of the information that You provided, is less than the actual value at risk, the difference will not affect the amount We pay.

#### 1. Notices

- a. We will send any notice, letter, or communication in writing to You at Your address mentioned in the Policy Schedule, and to Your email address that You have registered with Us.
- b. You will send any notice, letter, intimation, or communication in writing to Us at Our branch office where You purchased this Policy. You can also send it at the address mentioned in the Policy Schedule.

#### 2. Nomination for this Policy

You can nominate a person to receive the claim amount under this Policy in the event of Your death. You can make such nomination at the time You take the Policy, or later. You can also change the nomination at any time. You can make the nomination on Our nomination form available in Our office or from Our website [www.sbigenral.in](http://www.sbigenral.in)

#### 3. Applicable law and jurisdiction

This Policy will be subject to the laws of India, and to the jurisdiction of courts in India.

If You have a grievance about any matter relating to the Policy, or Our decision on any matter, or the claim, You can address Your grievance as follows:

#### Grievance Redressal Mechanism

If you may have a grievance that requires to be redressed, you may contact the us with the details of the grievance through

##### Stage 1

If you are dissatisfied with the resolution provided or for lack of response, you may write to [head.customer@sbigenral.in](mailto:head.customer@sbigenral.in); We will look into the matter and decide the same expeditiously within 14 days from the date of receipt of your complaint.

Toll Free - 1800 22 1111 / 1800 102 1111  
Monday to Saturday (8 am - 8 pm)

##### Stage 2

In case, you are not satisfied with the decision/resolution communicated by the above office, or have not received any response within 14 days, you may send your Appeal addressed to the Grievance Redressal Officer at: [gro@sbigenral.in](mailto:gro@sbigenral.in). or contact at: 022-42412070.

Address: Grievance Redressal Officer, 9th Floor, A & B Wing, Fulcrum Building, Sahar Road, Andheri (East), Mumbai 400 099.

List of Grievance Redressal Officers at Branch:  
<https://content.sbigenral.in/uploads/0449cac1bcd144bbb160d3f6b714fbbd.pdf>

##### Stage 3

In case, you are not satisfied with the decision/resolution communicated by the above office, or have not received any response within 14 days, you may Register your complaint with IRDAI on the below given link

<https://bimabharosa.irdai.gov.in/Home/Home>

##### Stage 4

If your grievance remains unresolved from the date of filing your first complaint or is partially resolved, you may approach the Insurance Ombudsman falling in your jurisdiction for Redressal of your Grievance.

The details of the Insurance Ombudsman can be accessed at <https://www.cioins.co.in/Ombudsman>

If Your issue remains unresolved You may approach IRDAI by calling on the Toll-Free no. 155255 or You can register an online complaint on the website <http://igms.ir.da.gov.in>

You may approach the nearest Insurance Ombudsman for resolution of the grievance. Please refer the Annexure I for more information on ombudsman offices & contact information.