SURAKSHA AUR BHAROSA DONO

SBI GENERAL FLEXI HOME INSURANCE
POLICY WORDING

1. PREAMBLE

SBI General Insurance (hereinafter called the "Company") will provide insurance cover to the Person/Person(s) (hereinafter called the "Insured") based on the Proposal made and agreed premium paid, for the Policy Period stated in the Schedule or during any further period for which the Company may accept payment for the renewal or extension of this Policy, subject always to the following terms, conditions, exclusions, and limitations and the Schedule. This Policy records the agreement between the Company and the Insured and sets out the terms of insurance and obligations of each party.

2. DEFINITIONS

The words or expressions defined below have specific meanings ascribed to them wherever they appear in this Policy. For purposes of this Policy, please note that references to the singular or masculine include references to the plural or to the female.

1. **Agreed Value** means an amount agreed between You and Us at the Policy Commencement Date for items the value of which cannot be ascertained.
2. **Bank** means a bank or any financial institution
3. **Building in course of construction** means coverage is extended to independent/semi-detached houses only where the construction is undertaken by the owner and is legally liable for accidental loss or damage to the building arising out of perils insured.

   Any excavation/demolition/dewatering or related activity and damage arising or attributable to the same is not included under the scope of policy.
4. **Burglary** means 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.
5. **Carpet Area** means
   a. 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;
   b. for any enclosed structure on the same site, it is the net usable floor area of such structure; and
   c. 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.
6. **Commencement Date** means it is the date and time from which the insurance cover under this Policy begins as shown in the Policy Schedule.
7. **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
8. **Contents** means those articles or things in Premises, Furniture, Fixture & Fittings that are not permanently attached or fixed to the structure of Your Home.

   Home Contents may consist of General Contents
9. **Cost of Construction** means 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 feet 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.
10. **Distribution Channels** include insurance agents and intermediaries, or insurance intermediaries and any persons or entities authorized by the Authority to involve in sale and service of insurance policies.
11. **Endorsement** means 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.
12. **Fine Art** means a visual art considered to have been created primarily for aesthetic purposes and judged for its beauty and meaningfulness, specifically, painting, sculpture, drawing, watercolor, graphics, and architecture such as:
    a. **Drawing** - Using charcoal, chalk, crayon, pastel or with pencil or pen and ink.
    b. **Painting** - Using oils, water colour, gouache, acrylics, ink and wash, or the more old-fashioned tempera or encaustic paints.
    c. **Printmaking** - Using simple methods like woodcuts or stencils, the more demanding techniques of engraving, etching and lithography, or the more modern forms like screen printing, foil imaging or giclee prints.
    d. **Sculpture** - In bronze, stone, marble, wood, or clay.
13. **First Loss** means in the event of losses, the Insured/ Policyholder does not seek compensation for losses above the pre-established first-loss limit (expressed as % of the total value of Contents declared for insurance) will be as specified in the Policy Schedule and shall deemed as Sum Insured for that Cover.
14. **Furniture, Fixture & Fittings** means furniture, fixtures, and equipment (abbreviated as FF&E or FFF refers to movable furniture, fixtures, or fittings/ other equipment that have no permanent connection to the structure of a building.
15. **General Contents** means 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), title-document(s), clothing and apparel and items of similar nature.
16. **Insured** means the Person/s who has/have purchased Insurance Cover under this Policy.
17. **Insured Property** means Your Building, Contents & FFF or any item of property covered by this Policy.
18. **Kutcha Construction** means 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.

19. **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.
20. **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.
21. **Policy Schedule/Schedule** means the document accompanying and forming part of the Policy that gives Your details and of Your insurance cover.
22. **Premium** means 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
23. **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 Us in respect of a risk, in order to enable Us 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.
24. 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.
25. **Pucca Construction** means Construction other than Kutcha Construction.
26. **Reinstatement or replacement** shall mean:
    1. where property is lost or destroyed, the rebuilding of any buildings or the replacement of any other property by similar property, in either case in a condition equal to but not better or more extensive than its condition when new.
    2. where property is damaged, the repair of the damage and the restoration of the damaged portion of the property to a condition substantially the same as but not better or more extensive than its condition when new.
27. **Salvage** means the amount that is assessed which the damaged asset will fetch in the open market. This amount is deducted from the claim amount.
28. **Solicitation** means the act of approaching a prospect or a Policyholder by Us or by a distribution channel with a view to persuade the prospect or a policyholder to purchase or to renew an insurance policy.
29. **Subsidence** means sinking of the ground because of underground material movement.
30. **Sum Insured** means the amount shown as Sum Insured in the Policy Schedule. It represents Our maximum liability for each cover or part of cover and for each loss. SI is the maximum liability under the policy.
31. **Theft** means the misappropriation of Contents by any person with the intention of permanently depriving the Insured and/or insured's family and/or Employee(s) of the Insured of such contents and does not include larceny, pilferage and the like
32. **Total Loss** means 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.
33. **Unfair Trade Practice** shall have the meaning ascribed to such term in the Consumer Protection Act, 2019, as amended from time to time.
34. **Valuable Contents** means Contents of Your Home consist of items such as jewellery, silverware , curios and items of similar nature.
35. **We/Us/Our/Insurer** means SBI General that has provided Insurance Cover under this Policy; of the Company.
36. **You/Your/Insured/ Insured Person** means the Insured Person/s who has/have purchased Insurance Cover under this Policy; of such Insured Person/s.
37. **Your Home Building** means the Your Building consisting of a Residential Premises (Including Housing Society, Guest House & Hostels), having an enclosed structure and a roof, basement (if any) and used as a dwelling place described in detail.

3. BASE COVERAGE

The Policy covers the physical loss or damage, or destruction caused to Insured Property by the event of Fire including destruction or damage caused to the property insured by

4. OPTIONAL PERILS

The below mentioned Add-on covers shall be available to Insured, only if opted and additional premium is paid, as per the terms and conditions of the Policy.

I. Earthquake

The loss caused by an earthquake occurring before the effective date and time of the Policy nor for any loss commencing after the expiration date and time of this Policy. However, the Company will be liable for any losses occurring for a period of up to maximum seventy-two consecutive (72) hours after the expiration of this Policy, provided that the earthquake damage occurs prior to the date and time of the expiration of this Policy. Any and all losses caused by an earthquake shall constitute a single claim hereunder provided that more than one earthquake shock occurring within any period of seventy two (72) consecutive hours during the Period shall be deemed to be a single earthquake for the purpose of this Policy in so far as the Total Sum Insured and deductible provisions of the Policy are concerned.

ii. Tsunami

The loss caused due to a very large wave in the sea which destroys things when it reaches the land, and is often caused by movements under the surface of the earth (an earthquake)

iii. Storm, Tempest Cyclone, Typhoon, Hurricane, Tornado

Loss, destruction or damage directly caused by Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, excluding those resulting from earthquake, Volcanic eruption or other convulsions of nature. (Wherever earthquake cover is given as

an "add on cover" the words "excluding those resulting from earthquake volcanic eruption or other convulsions of nature" shall stand deleted).

iv. Loss caused due to Flood and Inundation

v. Loss caused due to Lightning

vi. Explosion of domestic pressure vessels

Excluding loss, destruction of or damage

a) To boilers (other than domestic boilers), economizers or other vessels, machinery or apparatus(in which steam is generated) or their contents resulting from their own explosion/implosion,

b) caused by centrifugal forces.

vii. Subsidence, Landslide, Rockslide, Avalanche

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

(a) the normal cracking, settlement or bedding down of new structures

(b) the settlement or movement of made up ground

(c) coastal or river erosion

(d) defective design or workmanship or use of defective materials

(e) demolition, construction, structural alterations or repair of any property or groundwork or excavations.

viii. Bush Fire, Forest Fire

ix. Impact Damage of any kind

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

(a) the Insured or any occupier of the premises or

(b) their employees while acting in the course of their employment.

x. Loss caused due to Missile Testing Operations

xi. Riot, Strikes, Malicious Damages

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

(a) Total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.

(b) Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority.

(c) Permanent or Temporary dispossession of any building or plant or unit or machinery resulting from the unlawful occupation by any person of such building or plant or unit or machinery or prevention of access to the same.

(d) Burglary, housebreaking, theft, larceny, or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any malicious act.

xii. Bursting or overflowing of water tanks, apparatus and pipes

Loss or damage to property insured directly caused by bursting or overflowing of water tanks, apparatus or pipes from within the building insured or containing the property insured, but excluding:

(a) loss or damage whilst the building is unoccupied

(b) loss or damage by water discharged or leaking from any automatic sprinkler installation in the within described.

xiii. Leakage from automatic sprinkler installations

Excluding loss, destruction or damage caused by

(a) repairs of alterations to the buildings or premises

(b) repairs, removal or extension of the sprinkler installation

(c) Defects in construction known to the Insured

5. OPTIONAL COVERS

i. Act of Terrorism

Coverages, Exclusions and Excess as per Terrorism Clause attached.

Terrorism

Notwithstanding any provision to the contrary within cover under this Add On or any endorsement thereto it is agreed that this Add On excludes any loss of or damage to Property or legal liability arising directly or indirectly as a result of or in connection with Terrorism (including, without limitation, contemporaneous or ensuing loss or damage or legal liability caused by fire and/or looting and/or theft

Terrorism means any act or acts:

1. committed for, arises out of or relates to political, religious, ideological purposes and involves a violent act or the unlawful use of force or an unlawful act dangerous to human life or tangible property, and
2. carried out by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s), and
3. appears to be intended to:
   a) intimidate or coerce a civilian population, or
   b) disrupt any segment of the economy of a Government, State or Country,or
   c) overthrow, influence, or affect the conduct of any government de jure or de facto by intimidation or coercion, or
   d) affect the conduct of a Government by mass destruction, assassination, kidnapping or hostage taking.

In any claim and in any action, suit or other proceedings to enforce a claim under this Add On , the burden of proving that such claim does not fall within the Terrorism Exclusion set out above shall be upon the Insured. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect. Subject otherwise to the terms and conditions of this Policy, except for the specific terms, conditions and exclusions made applicable herein.

ii. Employees Compensation Insurance

If at any time during the Policy Period any Employee of the Insured shall sustain Injury by accident arising out of and in the course of his employment in the Business, for which the Insured is liable to pay compensation under any Law(s) specified in the Schedule, then the Company shall indemnify the Insured upto the Limit of Indemnity against all sums for which the Insured shall be so liable, including costs and expenses for defending any claim for such compensation incurred with the Company's consent. Provided always that in the event of any change in the Law(s) or the substitution of other legislation therefore, cover under this Add On shall remain in force but the liability of the

Company shall be limited to such sum as the Company would have been liable to pay if the Law(s) had remained unaltered.

iii. Public Liability

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:

a) Accidental death or Bodily Injury/ Injury to any person other than You and/or Your Family or Your Domestic Staff, subject to the Sum Insured(specified in Policy Schedule) 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

b) Accidental Damage to property of any person other than You or Your Family or Your Domestic Staff, subject to a limit of (specified in Policy Schedule) 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

c) 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 Sum Insured(specified in Policy Schedule).

Exclusion:

We will not make any payment under this Add On:

a) For Accidental death, Bodily Injury/ Injury or property Damage arising out of or incidental to:

1. Your occupation or Business, trade or employment, or
2. Any structural alteration, additions, repairs or decoration to Your Home or
3. Any liability voluntarily assumed by You unless such liability would have attached to You notwithstanding such voluntary assumption or
4. 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
5. The transmission of any communicable disease or virus.

b) 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.

iv. Burglary/Theft of contents & personal belongings.

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) The Contents of Your Home up to the Sum Insured (as specified in the Policy Schedule) and/or

b) Newly purchased Contents i.e. purchased after commencement of the Policy, subject to maximum payment of 10% of the Burglary/Theft Sum Insured(as specified in the Policy Schedule) or Rs 20,000 whichever is less, duly supported by original purchase invoice/ bill and/or

c) 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

d) 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 Policy Period, subject to a maximum payment of 10% of the Sum Insured((as specified in the Policy Schedule) or Rs 10,000 whichever is less and/or f) Personal Money not exceeding 1% of Sum Insured((as specified in the Policy Schedule) or Rs 10,000 whichever is less

First loss Basis: (Applicable if it is shown in your schedule)

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 Add On Sum Insured.

v. Loss or damage caused to 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).

What We pay

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.

Burglary and theft of valuable contents is excluded unless if it is opted as an Addon.

vi. Personal Accident

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 as mentioned in Policy Schedule per person and number of family members covered will be up to 6 members. In the event of the unfortunate death of the Insured due to defined peril & location specified in policy schedule , the Personal Accident cover shall continue for the spouse until expiry of the Policy.

vii. Accidental Damage Cover – General Contents

Conditions:

Accidental damage external or internal to general contents including DG Set, Pump set, Solar Panel or in-house lift which can be defined as loss or damage caused by a sudden, unintended or unexpected event that is not the result of a deliberate act.

Exclusions:

a. An intentional or deliberate act or any consequential loss or damage that results from intentional or deliberate act

b. he process of professional cleaning, repairing, restoring or renovation

c. a computer virus or computer malfunction
d. loss or corruption of any electronic data or files
e. the scorching or burning by a cigar, cigarette or pipe
f. any construction, renovation, alteration or extension work
g. scratching, chipping or denting caused by normal use
h. cash, cheques, and any other negotiable financial document
i. clothing or accessories
j. portable music or media systems; mobile phones including smart phones, portable car phones and their accessories
k. Fire and allied perils, Burglary & Theft
l. Loss or damage as a result of overload experiment
m. Gradual development of abnormalities, defects or cracks
n. Regular wear & tear
o. Pre-existing defects or faults
p. Damage to belts, chains, ropes etc unless there is loss to machinery
q. Loss caused by terrorism
r. Loss during dismantling or transit
s. Loss, destruction or damage to bullion or unset precious stones, Fine Art, any curios or works of art, manuscripts, plans, drawings, securities, obligations or documents of any kind, stamps, coins or paper money, cheques, books of accounts or other business books, computer system records, explosives unless otherwise expressly stated in the Policy.
t. Loss or damage due to termites, moths, insects, vermin, inherent vice, fumes, flaws, latent defect, fluctuations in atmospheric or climatic conditions, the action of light.

Basis of Sum Insured: Market Value Basis

Age of the equipment/ Item	Depreciation Percentage
Up to 6 Months	5%
Up to 1 Year	10%
Upto 2 Years	15%
Up to 3 Years	20%
Up to 4 years	25%
Up to 5 Years	30%
Up to 8 Years	35%
Above 8 Years	50%

Deductible : 5% of claim amount subject to minimum of Rs.5000/-

viii. Temporary Resettlement Expenses

In the event of insured premises is damaged due to perils covered under the policy we would reimburse cost towards below.

1. for a maximum period of six-month cost of general contents taken on rent by the insured would be reimbursed subject to submission of bill/invoice or up a limit of 2 Lakhs whichever is less.
2. Cost of transit to relocate the balance general contents from and to an alternative accommodation subject to submission of bill/invoice or up a limit of 1,00,000/- whichever is less.
3. One-time reimbursement of incidental charges maximum of 25,000/- towards brokerage or rent agreement registration charges of alternate accommodation.

Conditions:

1. Claim under this add on is accepted only if we have accepted the claim under Home building cover or Home contents cover of the policy.
2. The limits mentioned under the add on are applicable for the annual policies and for the long term policies the said limits will be applicable during the block of annual period.

Exclusions:

1. Loss or Damage to Your Contents while in Transit and being conveyed to or from alternative accommodation.
2. Any charges that are not supported by proper bills/ receipts/cash memos

ix. EMI Protection

In the event of covered peril claim under the Policy for Partial Loss where Insured house will undergo repair. We will pay Equated Monthly Instalment (EMI) to YOU for a maximum of 6 months on the current EMI due to the financier subject to a maximum of Rs 2.5 lacs. Indemnity period will be counted from the date of repair as certified by the appointed surveyor. Payment will be made after completion of repairs [as per below table]:

a)	15 Days - 45 Days	1 EMI
b)	46 Days - 75 Days	2 EMIs
c)	76 Days – 105 Days	3 EMIs
d)	106 Days – 135 Days	4 EMI
e)	136 Days – 165 Days	5 EMIs
f)	166 Days and above	6 EMIs

We shall not be liable to make any payment

1. If the property is total loss
2. For more than one covered incident during the one annual block in Policy Period.
3. Any other consequential loss or charges associated with the loan payment such as late payment charges, pre-payment charges or other documentation charges.

x. Loss of Rent and/or Rent for Alternative Accommodation

We will pay you 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 Add On 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.

xi. Utility Expense

In the event of admissible claim under the policy for Partial Loss We will pay the utility bills due (for a period maximum up to 3 months) subject to maximum of Rs. 50000/-

Indemnity period will be counted from the date of repair as certified by the appointed surveyor.

The amount payable under this Add On will be in addition to the amount payable under the policy.

This Cover Benefit will be payable provided that:

a) The originals of bills are submitted to Us;

b) Any bills that are due and unpaid by the Insured Person prior to the occurrence of the event giving rise to a claim under this Cover Benefit will not be considered under scope of coverage.

c) For not more than one covered incident during one annual block in policy period For the purpose of the cover utility bill means services of public utility like sewage, electricity, waste disposal, water, broadband and society maintenance bills paid by the insured. Subject otherwise to terms, conditions, limitations and exceptions of the Policy.

xii. Electrical Clause / Electrical Installation Clause

The policy covers loss or damage by fire to electrical appliance and installation insured by this policy arising from or occasioned by overrunning, excessive pressure, short circuit, arcing, self heating or leakage of electricity from whatever cause (lightning included) subject to a maximum of Rs. 1lac.

Provided that no liability exists under this Policy for loss or damage to any electrical machine, apparatus, fixture or fittings or to any portion of the electrical installation unless caused by fire and allied perils as covered under the policy.

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

Example: If there is short circuit in AC resulting in spread of fire, cost of AC will not be considered in the claim amount as per the exclusion no 5 in the policy wording. If insured opts for this Add on cover, cost of AC will also be considered in the claim amount subject to maximum of Rs.1 lac.

xiii. Tenant Liability Cover

The indemnity provided by this insurance extends to include all sums for which the Insured having insurable interest derived out of the terms of the lease agreement shall become legally liable to pay following upon damage to Home Building occupied by the Insured or surrounding third party property , consequent upon the Insured's occupation of any premises or Home building as a tenant.

Provided that: -

ii. There shall be no liability on behalf of the Company following any Home Building or portion of Home Building or premises being sub-let by the Insured insofar as such Home Building is concerned.

iii. The Insured shall not breach any contractual agreement or obligation between any landlord or any other tenant of the premises or Home Building as such breach may have any bearing on the interests of The Company.

iv. Claim under this add-on will not exceed the Sum Insured as mentioned on Policy Schedule/Certificate of Insurance.

In the event of any Landlord to the Insured having effected insurance on behalf of the Insured as tenant; or the Insured as tenant being entitled to indemnity or compensation from any other source then the provision of such compensation shall be combined with such insurance and shall be considered to be the 'initial indemnity' and any amount having been paid for by such combined 'initial indemnity' shall be deducted from the indemnity provided for by this Policy. If such an amount of 'initial indemnity' shall exceed the limit of indemnity as provided by this Policy then there shall be no payment of indemnity in terms of this clause. The indemnity provided herein shall be subject to the limit of indemnity as specified in your Policy Schedule / Certificate of Insurance.

In the event of any Landlord to the Insured having effected insurance on behalf of the Insured as tenant; or the Insured as tenant being entitled to indemnity or compensation from any other source then the provision of such compensation shall be combined with such insurance and shall be considered to be the 'initial indemnity' and any amount having been paid for by such combined 'initial indemnity' shall be deducted from the indemnity provided for by this Policy. If such an amount of 'initial indemnity' shall exceed the limit of indemnity as provided by this Policy, then there shall be no payment of indemnity in terms of this clause

The indemnity provided herein shall be subject to the limit of indemnity as specified in your Policy Schedule/Certificate of insurance.

Maximum limit of liability is Rs 7,50,000/-

xiv. Pet Insurance

In the event an insured peril that caused damages to Your Home Building and Home Contents(if opted) also results in the unfortunate death of your Pet(s), We will compensate the amount as specified in the Policy Schedule .

This addon cover is applicable only if it is mentioned in the policy schedule, subject otherwise to the terms, conditions, warranties and exclusions of the Policy.

The maximum liability of the company is restricted to the Sum insured as specified in the Policy Schedule.

We shall not be liable to pay any Claim whatsoever, in any circumstances that are shown below:

a. Death due to disease or illness.

b. Any Claim for treatment of disease or accidental Injury to the pet dog.

c. Any loss or damage caused wilfully or knowingly by the Insured, or any loss or damage in which the Insured or any person, acting on his behalf, is involved or implicated.

d. Any consequential loss, how so ever arising.

e. Any Claims for a dog not identified in the Policy Schedule.

f. Any Claims arising outside the territorial limits of India.

xv. Loss of Key

Coverage:

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 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.

Exclusion:

a. Costs other than those listed in the "What We Cover"

b. Cost associated with Lost or Stolen keys for a Home other than Your primary Home

c. The cost to replace keys to Vehicles that You do not own for personal use Coverage Conditions

Note- 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. Duties after an Accident or Loss In the event of a covered loss.

xvi. Architect & Surveyor Fees

We will pay you the expenses up to 5% of the claim amount for reasonable fees of architect, surveyor and consulting engineer.

xvii. Removal of Debris

We will pay You the expenses up to 2% of the claim amount for reasonable costs of removing debris from the site of loss.

xviii. Loss of Cash Whilst in Transit

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.

Exclusion:

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.

xix. Loss or damage caused to Fine Art on Agreed Value Basis

We will indemnify You towards the loss or damage caused to the covered Fine Art due to covered Fire peril under the Policy.

For Fine Art, a value may be agreed upon by You and Us based on valuation certificate submitted by You and accepted by Us.

The amount payable under this Add On will be in addition to the amount payable under the policy.

Exclusion:

i. Any loss due to Accident, Burglary including theft.

ii. Any loss or damage in transit.

iii. Any repair or replacement value of the covered Fine Art

iv. Loss or damage caused due to rust or oxidation, moth or vermin, warping or shrinkage.

v. Loss or damage caused by or resulting from aridity, humidity, exposure to light or extremes of temperature unless such loss or damage is caused by fire.

General Exclusions –

Unless otherwise specifically excluded, following general exclusions will be applicable to all Add On covers of the policy –

1. Loss, destruction or damage caused by war, invasion, act of foreign enemy, hostilities or war like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
2. Loss, destruction or damage, directly or indirectly, caused to the property insured by a) Ionising, radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel b) Radio active toxic, explosives or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
3. Loss or damage as a direct consequence of the continual influence of operation (e.g. wear and tear, cavitations, erosion, corrosion, incrustation) or of gradual deterioration due to atmospheric conditions.
4. Loss, damage and/or liability caused by or arising out of the willful act or willful neglect or gross negligence of the Insured or his responsible representatives

6. GENERAL EXCLUSIONS

1. We do not cover any loss or damage, or destruction caused to the Insured Property by burning of Insured Property by order of any Public Authority.
2. In case of building under construction, any loss to the construction material or apparatus lying near building and has not become part of the erected structure stands excluded
3. Subsidence of the land on which Your Home Building stands, Landslide, Rockslide
   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.
4. Impact damage caused by pressure waves caused by aircraft or other aerial or space devices travelling at sonic or supersonic speeds.
5. Loss, damage or destruction to any electrical/electronic machine, apparatus, fixture, or fitting by over-running, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity from whatever cause (lightning included). This exclusion applies only to the particular machine so lost, damaged or destroyed.
6. 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.
7. 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.
8. Theft
   a. of any article or thing outside Your Home,

   or

b. of any article or thing attached from the outside of the outer walls or the roof of Your Home, unless securely mounted

9. Any consequential loss or loss, destruction, Damage or Bodily Injury due to:
   a. War, invasion, act of foreign enemy, hostilities (whether war be declared or not),civil war, rebellion, revolution insurrection mutiny, military or usurped power, seizure, capture, arrests, restraints and detainments of all kings, princess and people of whatever nation, condition or quality what so ever;
   b. Ionizing radiation contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion (including any self sustaining process of nuclear fission) of nuclear fuel;
   c. Nuclear weapons material;
   d. Willful act by You, Your Family, Your Domestic staff
   e. Fungi, wet or dry rot, bacteria, meaning the presence, growth, proliferation, spread or any activity of "Fungi", wet or dry rot, bacteria. Whenever "Fungi", wet or dry rot, bacteria occurs, the "Fungi", wet or dry rot, bacteria and any resulting loss is always excluded under this Policy, however caused. In 25 addition there is no coverage to test for, monitor, clean up, remove, remediate, contain, treat, detoxify, neutralize, or in way respond to, or assess the effects of, "Fungi", wet or dry rot, bacteria.
   f. Consequential loss of any kind or description.
   g. Any loss, Damage, Accident, Injury occurring before the cover commences under the Policy.

7. BASIS OF SUM INSURED

a. 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.

b. 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 ie on the base Sum Insured on straight line method.

c. 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. E.g. a Sum Insured of 10 Lakh at policy inception shall escalate to 11 Lakh by 1st policy anniversary, 12 Lakh by 2nd policy anniversary, 13 Lakh by 3rd policy anniversary and so on, with the maximum being 30 Lakh without additional premium.

8. GENERAL CONDITIONS

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.
2. Obligation to take care: You must:
   a. Keep Your Building, Contents & FFF in good condition and well maintained, You must ensure that the structure of Your 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 Building , Contents & FFF, and
   c. ensure that unauthorized persons do not occupy Your Building.
3. 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.
4. 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.
5. 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

a. End of Policy: This Policy will expire at the end of the Policy Period.

b. 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.

c. 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.

III. Agreed Bank Clause

If You have mortgaged, hypothecated or created any security over any Insured Property in favour of a Bank, and the Bank has an interest in the Policy, the name of such Bank will also be shown in the Policy Schedule under the title 'Agreed Bank Clause'. If You choose to add the name of such Bank at any time during the Policy Period, this will be shown as an Endorsement. In this Clause, the word 'Bank' includes any financial institution. Under this Clause, You agree as follows:

i. We shall pay to the Bank the entire amount that We are liable to pay under this Policy. Such Bank will receive it for its own demand, and as agent for any other person interested in the amount.

ii. When We pay the amount to the Bank, Our liability under this Policy will be discharged, and will be binding on all of You and all persons named as the insured.

iii. Any notice or communication We make to the Bank under the provisions of this Policy shall be sufficient notice or communication to You.

iv. Any settlement or compromise that We make with the Bank will be binding on You and all persons named as the insured. However such settlement or compromise will not affect the rights of the Bank to recover any amount from You or any other person.

v. If You make any change in the use of the Insured Property or Your Premises, or sell or transfer the Insured Property, such actions will not prejudice the interest of the Bank under the Policy and this Clause, unless the condition has been broken by the Bank or its employees.

vi. If You commit any act or omission that will increase the risk, the insurance cover will not be invalidated. However, the Bank shall notify Us of any change or ownership, or alterations and increase in risks as soon they become known to the Bank, and shall pay additional premium from the time of such change.

vii. When We pay the amount to the Bank, We will become legally and automatically subrogated to all rights of the Bank to the extent of such payment. This will not impair or prejudice the rights of the Bank to recover any amount from You or any other person. N.B: The Bank shall mean the first named Financial Institution/Bank named in the policy.

IV. Cancellation and Termination of Policy

1. Cancellation

i) Cancellation by Insured

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.

ii). 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.

2. 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.

V. 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 May 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 or arbitration. 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,

i. 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.

ii. 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.

iii. 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. Waiver of Underinsurance

Underinsurance does not apply to this product, 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.

7. 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:

i. We will not pay,

ii. We can cancel the Policy: in such a case, You will lose all benefits under this Policy and premium that You have paid, and

iii. We can also inform the police, and start legal proceedings against You.

8. Other insurance

a. 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.

b. 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.

c. 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.

d. We will ensure that Our actions do not impose any liability on You.

9. Other Details

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 once 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.sbigeneral.in

3. Applicable law and jurisdiction

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

10. Recovery action by us

a. 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

i. without seeking Your consent,

ii. in Your name, and

iii. whether or not Your loss has been fully compensated.

b. 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.

c. 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.

GRIEVANCE REDRESSAL MECHANISM

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:

Stage 1:

If you wish to register your grievances directly with us, you may write to us at head.customercare@sbigeneral.in or gro@sbigeneral.in or call our toll free number- 1800 102 1111. After examining the matter, final response would be conveyed within a period of 14 days from the date of receipt of your complaint. In our initial acknowledgement of receipt letter, we will provide the name and title of the person who is handling your Grievance. This person will have the authority necessary to investigate and resolve the Grievance.

Details of our Grievance Redressal Officer is mentioned on our website at https://www.sbigeneral.in/grievance-redressal

Note: The Company shall endeavour to maintain the regulatory TAT of 14 days in resolving your grievances.

Alternatively, you may Register your grievance with the regulator through Bima Bharosa which is a grievance redressal platform provided by the Insurance Regulatory and Development Authority of India (IRDAI). You may access the Bima Bharosa Portal using the following link: https://bimabharosa.irdai.gov.in/Home/Home

Stage 2: Escalation to Insurance Ombudsman

If you feel that the response to your Grievance was unsatisfactory, or if you believe your concerns have not been adequately addressed by the company, you may escalate the matter to the Insurance Ombudsman.

Submit your Grievance online:

https://www.cioins.co.in/Ombudsman

ANNEXURE- B

Forming part of Policy No:

Sabotage and Terrorism Damage Cover Endorsement (Material Damage only)

INSURING CLAUSE

Subject otherwise to the terms, exclusions, provisions and conditions contained in the Policy and in consideration of the payment by the Insured to the Company of additional premium as stated in the Original Policy Schedule, it is hereby agreed and declared that notwithstanding anything stated in the 'Terrorism Risk Exclusion" of this Policy to the contrary, this Policy is extended to cover physical loss or physical damage occurring during the period of this Policy caused by an act of sabotage and/or terrorism to the location/s mentioned in the schedule subject to the exclusions, limits and excess described hereinafter.

For the purpose of this cover, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Act, 1967 (as amended from time to time) or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

For the purpose of this cover, an act of sabotage means a subversive act or series of such acts committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

This cover also includes loss, damage, cost or expense directly caused by, resulting from or in connection with any action taken in suppressing, controlling, preventing or minimizing the consequences of an act of sabotage and/or terrorism by the duly empowered government or Military Authority.

Provided that if the Insured is eligible for indemnity under any government compensation plan or other similar scheme in respect of the damage described above, this Policy shall be excess of any recovery due from such plan or scheme.

For the purpose of the aforesaid inclusion clause, "Military Authority" shall mean armed forces, paramilitary forces, police or any other authority constituted by the government for maintaining law and order.

LOSSES EXCLUDED

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

1. loss by seizure or legal or illegal occupation;
2. loss or damage caused by:
   (i) voluntary abandonment or vacation,
   (ii) confiscation, commandeering, nationalisation, requisition, detention, embargo, quarantine, or any result of any order

of public or government authority, which deprives the Insured of the use or value of its property;

3. loss or damage arising from acts of contraband or illegal transportation or illegal trade;
4. loss or damage directly or indirectly arising from or in consequence of the seepage and or discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment;
5. loss or damage arising directly or indirectly from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind;
6. loss or damage arising directly or indirectly from or in consequence of asbestos emission, release, discharge, dispersal or escape or asbestos exposure of any kind;
7. any fine, levy, duty, interest or penalty or cost or compensation/damages and/or other assessment which is incurred by the Insured or which is imposed by any court, government agency, public or civil authority or any other person;
8. loss or damage by electronic means including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon. This exclusion shall not operate to exclude losses (which would otherwise be covered under this Policy) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile;
9. loss or damage caused by vandals or other persons acting maliciously or by way of protest or strikes, labour unrest or riots;
10. loss or increased cost occasioned by any public or government or local or civil authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any property insured hereunder;
11. any consequential loss or damage, loss of use, delay or loss of markets, loss of income, depreciation, reduction in functionality, or increased cost of working;
12. loss or damage caused by factors including but not limited to cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service;
13. loss or increased cost as a result of threat or hoax;
14. loss or damage caused by or arising out of burglary, house - breaking, looting, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any action taken in respect of an act of sabotage and/or terrorism;
15. loss or damage caused by mysterious disappearance or unexplained loss;
16. loss or damage directly or indirectly caused by mould, mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health;
17. total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind;
18. Any loss due to fines or damages for breach of contract, or penalties of whatever nature;
19. Any infidelity, fraudulent, dishonest or criminal act by any director, officer or trustee of the Insured whether acting alone or in collusion with others;
20. Any debt, insolvency or commercial failure, whether to provide bond or security or otherwise, or any other financial cause of any party or person whatsoever.
21. loss or damage caused by Civil Commotion, Insurrection, Revolution or Rebellion, Mutiny and/or Coup d'Etat and Civil War except as may be insured specifically under any Political Violence Extension to this cover;
22. Third party liability howsoever arising except as may be insured specifically under any Third-Party Liability Extension to this cover.

LIMIT OF INDEMNITY

The limit of indemnity under this cover shall not exceed the Total Sum Insured given in the Policy Schedule or INR 25,000,000,000 per compound/location whichever is lower.

In respect of sabotage and/or terrorism cover for dwellings, limit of indemnity shall not exceed Total Sum Insured as mentioned in the Policy Schedule or INR 4,000,000,000 per compound/location whichever is lower.

In respect of several locations being covered under a single policy on a floater basis, the maximum aggregate loss suffered from all the locations mentioned in the Policy schedule shall not exceed Total Sum Insured as mentioned in the Policy Schedule or INR 25,000,000,000/- whichever is lower.

In respect of several insurance policies within the same compound/location with one or different insurers, the maximum aggregate loss payable per compound/location by any one or all insurers, shall be INR 25,000,000,000. If the actual aggregate loss suffered at one compound/location is more than INR 25,000,000,000, the amounts payable towards individual policies shall be reduced in proportion to the sum insured of the policies.

EXCESS*

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

Non-Industrial Risks: 1% of the claim amount for each and every claim subject to Minimum of INR 25,000 and Maximum of INR 1,000,00

Industrial Risks: 5% of the claim amount for each and every claim subject to Minimum of INR 100,000 and Maximum of INR 25,00,000

*Whichever is applicable

ADD ON COVERS

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

In respect of sabotage and/or terrorism cover for long term dwellings, limit of indemnity including the claim on add on cover(s) shall not exceed total sum insured plus separate sublimit opted for add on cover(s) or INR 4,000,000,000/- whichever is lower. In respect of several insurance policies within the same compound/location, the maximum aggregate loss payable per compound/location by any

one or all insurers shall be INR 4,000,000,000/-

MID TERM COVER

In case the coverage under this endorsement is granted during the currency of the policy, no claims will be payable for loss or damage to property caused by an act of sabotage and/or terrorism occurring during the first 15 (fifteen) days from the date of granting such cover. There should be no known or recorded/reported losses from ground up including threats/hoaxes from date of inception of policy to the date of granting such cover.

SANCTION, LIMITATION AND EXCLUSION CLAUSE

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

CANCELLATION CLAUSE

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

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

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

Forming Part of Sabotage & Terrorism Damage Cover Endorsement of Policy No.

TERRORISM THIRD PARTY LIABILITY INSURANCE ADD ON COVER

1. Insuring Clause

1.1 In consideration of the premium paid and subject to the exclusions, limits, and terms and conditions contained herein, this add on cover indemnifies the Insured for its ascertained Loss by reason of the liability imposed upon the Insured by law or assumed under an indemnification contract, for damages in respect of a claim, arising out of a loss up to but not exceeding the sub limit (i.e. 10% of the Total Sum Insured Value for Sabotage and Terrorism Endorsement or INR 25,00,00,000 whichever is less, each any one loss and in all for the Policy Period) for Bodily Injury and/or Property Damage resulting solely and directly from an act or acts of sabotage and terrorism as defined under Sabotage and Terrorism damage cover endorsement.

1.2 Provided such claim made is first received by the Insured during the Policy Period or the Insured gives written notification to Insurer of the discovery of his involvement in such act of sabotage and terrorism within 90 days of the expiry of the Policy.

1.3 Regardless of the number of claims made against the Insured, the Insured shall always be liable for the deductible, in respect of each and every loss. Each loss's deductible amount shall be subject to no aggregate limitation regardless of the number of losses or claims made against the Insured.

1.4 As soon as the Insured becomes aware of a loss or receives a claim, the Insured shall promptly, and at its own expense, take all reasonable steps to prevent further Bodily Injury and/or Property Damage resulting from the same loss or conditions which may give rise to a similar loss.

1.5 Insurer shall not be called upon to assume the handling or control of the defence or settlement of any claim made against the Insured however the Insurer shall have the right, but not the duty, to participate with the Insured in the defence or settlement of any claim which may be indemnifiable in whole or in part by this Policy.

1.6 Insurer will pay any defence expenses incurred after exhaustion of the deductible amount or each loss deductible amount, whichever is the greater, provided the prior written consent of Insurer is obtained before those defence expenses are incurred and subject to Insurer' limits of liability under this endorsement.

1.7 Whenever any written demand received by the Insured for damages is finally resolved by a payment by the Insured which, regardless of the amount thereof, is only covered in part by this Policy, then the percentage of any defence expenses that can be included in the Ultimate Net Loss shall be calculated by dividing that part of such payment which is covered by this Policy, by the total amount paid by the Insured.

1.8 In the event the Insured elects not to appeal, a judgement which may, in whole or in part, involve indemnity under this Policy, Insurer may, following discussion with the Insured, elect to make such appeal at their own cost and expense and shall be liable for the taxable costs and disbursements and any additional interest incidental to such appeal; but in no event shall the liability of Insurer exceed the relevant limits of liability plus such cost, expense, disbursements and interest.

2. Definition

The words "Bodily Injury", wherever used in this policy, shall mean all physical injury to a third-party human being including death, sickness, disease or disability and all mental injury, anguish or shock to such human being resulting from such physical injury.

3. Exclusions

1. Any loss arising from War (whether before or after the outbreak of hostilities) between any two or more countries;
2. Loss, injury or damage arising out of discrimination or humiliation;
3. Loss or damage to property
   (a) owned, leased, rented or occupied by the Insured;
   b) in the care, custody or control of the Insured;
4. Mental injury, anguish, shock or the like where no physical injury has occurred to the litigant;
5. Loss or damage caused by Civil Commotion, Insurrection, Revolution or Rebellion, Mutiny and/or Coup d'Etat and Civil War except as may be insured specifically under any Political Violence Extension to Sabotage and Terrorism Endorsement;

SUBJECT OTHERWISE TO ALL THE TERMS, CONDITIONS, DEFINITIONS, DEDUCTIBLES, LIMITATIONS AND EXCLUSIONS OF THE MAIN POLICY AND SABOTAGE AND

TERRORISM ENDORSEMENT TO WHICH THIS EXTENSION IS ATTACHED

Forming Part of Sabotage & Terrorism Damage Cover Endorsement of Policy No.

POLITICAL VIOLENCE INSURANCE EXTENSION - PROPERTY DAMAGE WORDING

1. INSURING CLAUSE

In consideration of the premium paid and subject to the exclusions, limits, and terms and conditions contained herein, this add on cover indemnifies the Insured for its ascertained Loss for any one loss up to but not exceeding the sub limit (i.e. 10% of Total Sum Insured for Sabotage and Terrorism Endorsement or INR 50,00,00,000 whichever is lesser, each in respect of any one loss and in the aggregate) against:

1.1 Physical loss or physical damage to the Buildings and Contents which belong to the Insured or for which the Insured is legally responsible, directly caused by one or more of the following perils occurring during the Policy Period and in respect of which the Insured has purchased cover:

1. Civil Commotion;
2. Insurrection, Revolution or Rebellion;
3. Mutiny and/or Coup d'Etat;
4. Civil War.

Such perils in respect of which cover has been purchased by the Insured shall be the "Covered Causes of Loss".

2. DEFINITIONS

"Civil Commotion" shall mean any act committed in the course of a disturbance of the public peace (where such disturbance is motivated by political reasons) by any person taking part together with others in such disturbance or any act of any lawfully constituted authority for the purpose of suppressing or minimising the consequence of such act.

"Civil War" shall mean an internecine war, or a war carried on between or among opposing citizens of the same country or nation.

"Coup d'Etat" shall mean the sudden, violent and illegal overthrow of a sovereign government or any attempt at such overthrow.

"Insurrection, Revolution and Rebellion" shall mean a deliberate, organised and open resistance, by force and arms, to the laws or operations of a sovereign government, committed by its citizens or subjects and/or a rising against a sovereign government or other authority.

"Mutiny" shall mean a wilful resistance by members of legally armed or peace-keeping forces to a superior officer.

3. EXCLUSIONS

This cover DOES NOT INDEMNIFY AGAINST:

1. Any loss arising from War (whether before or after the outbreak of hostilities) between any two or more countries.
2. Third party liability howsoever arising except as may be insured specifically under any Third-Party Liability Extension to this cover;

4. CHANGES/AMENDMENTS

Any addenda, amendments or endorsements to this Policy shall only be valid if agreed by Insurers in writing.

SUBJECT OTHERWISE TO ALL THE TERMS, CONDITIONS, DEFINITIONS, DEDUCTIBLES, LIMITATIONS AND EXCLUSIONS OF THE MAIN POLICY AND SABOTAGE AND TERRORISM ENDORSEMENT TO WHICH THIS EXTENSION IS ATTACHED.