

WHEREAS the Insured described in the Schedule hereto by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to Cholamandalam General Insurance Co. Ltd.(hereinafter called the "Company") for the insurance hereinafter contained and has paid the premium as consideration for such insurance.

The Company hereby agrees

- a) if the property hereby covered is lost, damaged or destroyed
- b) if the Insured incurs liability covered hereunder
- c) the Insured or the partners or staff or employees of the Insured permanently working with the Insured and covered under this Policy shall sustain bodily injury as described herein

at any time during the Period of Insurance stated in the Schedule herein then , subject to the terms, conditions, exceptions, exclusions and endorsements contained herein or endorsed or otherwise expressed hereon or annexed hereto, the Company will indemnify the Insured against such loss, damage or destruction of property or liability incurred, or pay the benefits specified herein as the case may be, but not exceeding in any one Period of Insurance in respect of each of the several items specified herein the sum set opposite thereto respectively in the Schedule.

General Exceptions

The Company shall not be liable in respect of:

1. Any claim, whether direct or indirect, occasioned by, happening through or arising from any consequences of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion revolution, insurrection, terrorism, military of usurped power or civil commotion or loot or pillage in connection herewith.
2. Any claim, whether direct or indirect, occasioned by, happening through or arising from terrorism.
3. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
4. Any claim / liabilities, directly or indirectly of whatsoever nature caused by or contributed by or arising from ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or from any nuclear weapons or from any nuclear weapons material, and similar other weapons of mass destruction.

In any action suit or other proceedings where the Company alleges that by reason of the above provisions any loss or damage is not covered by this Insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.

General Conditions

1. Every notice and communication to the Company required by this Policy shall be in writing to the Policy Issuing Office of the Company.
2. This policy shall be void and all premium paid hereon shall be forfeited to the company, in the event of misrepresentation, misdescription or non-disclosure of any material information.
3. The Company may at any time, cancel this Policy without assigning any reason, by giving 7 days notice in writing by Regd. Post to the Insured at his last known address in which case the Company shall return to the Insured the premium less pro-rata portion thereof for the period the policy was in force. The Insured may also give 7 days notice in writing, to the Company, for the cancellation of this policy in which case the company shall retain the premium for the period this policy has been in force at the Company's customary short period scales, provided there has been no claim reported under the Policy.
4. It is expressly agreed between the parties that no interest shall be payable by the Company on any account whatsoever.
5. The Insured shall maintain proper accounts, updated on a daily basis, in the course of business that shall be open for scrutiny or verification by the Company as and when they deem necessary.
6. The Insured shall upon the occurrence of any event giving rise or likely to give rise to a claim under any section of this Policy
 - (a) Allow the Company to make all enquiries, verification, survey, assessment by itself or through any person or persons as may be appointed by it. The insured shall render all assistance and co-operation in such process and shall furnish all particulars, documents, materials, evidence, proof as may be required by the Company or anyone authorized by it in that behalf for the purpose of considering the claim so made. If such particulars, documents, materials, evidence or proof is

- available with any third party, the insured shall obtain or give consent for obtaining the same from such third party, as may be required by the Company.
- (b) Allow the Company or any representative thereof to examine, at all reasonable times, into the circumstances of such loss and Insured shall on being required so to do by the Company produce all books of accounts, receipts documents relating to or containing entries relating to the loss in his possession and furnish copies of or extracts from such of them as may be required by the Company so far as they relate to such claims or will in any way expect the Company to ascertain the correctness thereof or the liability of the Company under the Policy.
7. If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or device is used by the Insured or anyone acting on Insured's behalf, to obtain any benefit under this Policy all benefits shall be forfeited.
8. Unless the Company be advised and its written approval be obtained the Company shall not be liable hereunder in the event of any change in the nature of the business of the Insured or in the duties and conditions of service / occupation of the employees or if remuneration of the employee be reduced or its basis altered or if the precautions stated by the Insured with regard to accounting are not followed or if the Insured shall continue to entrust the employee with money or goods after having knowledge of any material fact bearing on the honesty of the employee.
9. If any dispute or difference shall arise as to the quantum to be paid under this policy (liability being otherwise admitted) such difference shall be settled by reference to arbitration of a sole arbitrator whom the Company shall appoint. The award of such arbitrator shall be final and binding on both parties. The venue of the arbitration proceedings shall be at the Registered Office of the Company. TIAM House, 72, Rajaji Salai, Chennai 600001. It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator shall be first obtained.
10. In the event of the insured being aggrieved by
- Any partial or total repudiation of claims by an insurer
 - Any dispute in regard to premium paid or payable in terms of the policy
 - Any dispute on the legal construction of policies in so far as such disputes relate to claims
 - Delay in settlement of claims
 - Non-issue of any insurance document to customers after receipt of premium
- He /She may, wherever permissible subject to provisions of Redressal of Public Grievances Rules, 1998 approach the Insurance Ombudsman having jurisdiction for appropriate relief.
11. The due observance and fulfillment of the terms, conditions and endorsements of the Policy in so far as they relate to anything to be done or complied with by the Insured shall be a condition precedent to any liability of the Company to make any payment under this Policy.
12. This Policy may be renewed by mutual consent. The Company shall not be bound to accept any renewal premium or give notice that such renewal is due.

Definitions

The terms defined hereinunder shall for the purpose of this Insurance and liability of the Company hereunder shall carry the meaning specified thereunder.

- Insured** means the person specified in the proposal.
- Property** mean the premises in which the **Insured** resides, including any surrounding permanent structure like car shed, storeroom, out-house and which is the subject matter of this Insurance contract.
- Content** means the possessions of the **Insured**, belonging to the insured, situated in the **Property** and shall include furniture, home appliances, electronic equipment and other items of a similar nature.
- Money** means currency that is legal tender in India
- Valuables** means jewellery, securities, securities for money, stamps, bullion, deeds, bonds, stock and share certificates, business books, manuscripts, documents of any kind, watches, furs, precious stones, gold and silver ornaments, travel tickets, camera lens and other valuables of similar nature.
- Burglary and / or Housebreaking** shall mean
 - theft involving entry into or exit from the insured premises by forcible and violent means or
 - theft following assault or violence or threat of violence to the Insured or any person in the direct employment of the Insured or member of the Insured's family.

7. **Temporary Premises** means a premise being occupied by the insured until the insured premises becomes tenable.
8. **Home Utility Appliances** mean Over, Geysers, Mixer, Heater, Grinder and other similar appliances.
9. **Home Appliances** shall mean a Television apparatus, accessories forming part of the set, antenna, including a Dish antenna), a Video Cassette Player, a Video Cassette Recorder, a Digital Video Player, a Music System and other similar equipment.
10. **Garden** means any cultivation, farming or raising of trees, plants, flowers, fruits, seeds and the like which involves both time and money.
11. **Accident** means a sudden, unforeseen and unexpected physical event caused by external, violent and visible means.
12. **Permanent Disability** shall mean the permanent total loss of one or more limbs or part thereof and / or eyesight and / or hearing and / or speech
13. **Eligible Children** means all of the Specified Person's dependent Children aged between six (6) months and eighteen (18) years and up to twenty three (23) years (if attending an accredited institution of higher learning) who are unmarried and who permanently reside with him.
14. **Immediate Family** shall mean the spouse or the dependent parents of the person.

Part A - Property and related risks

Exceptions (applicable to Part A in addition to General exceptions mentioned above)

This policy does not cover

1. Loss or damage to property not belonging to the insured whether held in trust, commission or otherwise.
2. Loss or damage caused by depreciation or wear and tear.
3. Loss, destruction or damage caused to the insured property by pollution or contamination excluding
 - a) pollution or contamination which itself results from a peril hereby insured against.
 - b) any peril hereby insured against which itself result from pollution or contamination
4. Loss by theft during or after the occurrence of any insured peril except as provided under Riot, Strike, Malicious and Terrorism Damage cover.
5. Loss or damage to property insured if removed to any building or place other than in which it is herein stated to be insured, except machinery and equipment temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding 60 days.

Conditions (applicable to Part A in addition to General conditions mentioned above)

1. The Insured shall take all reasonable steps to safeguard the property insured against any loss or damage. The Insured shall exercise reasonable care that only competent employees are employed and shall take all reasonable precautions to prevent all accidents and shall comply with all statutory or other regulations.
2. The Insured shall upon the occurrence of any event giving rise or likely to give rise to a claim under the Policy
 - (a) in the event of the theft, lodge forthwith a complaint with the Police and take all practicable steps to apprehend the culprits and to recover the property lost.
 - (b) Give immediate notice thereof to the Company and shall within Fourteen (14) days thereafter furnish to the Company at his own expense, detailed particulars of the amount of the loss or damage together with such explanations and evidence to substantiate the claim as the Company may require.
3. If at the time of any loss or damage happening to any property hereby insured there be any other subsisting insurance or insurances whether effected by the Insured or by any other person or persons covering the same property, the Company shall not be liable to pay or contribute more than its ratable proportion of such loss or damage.
4. The Company may, at its option, reinstate, replace or repair the property or premises lost or damaged or any part thereof instead of paying the amount of loss or damage or may join with any other Insurer in so doing but the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of occurrence of such loss/damage or more than the Sum Insured by the Company thereon.
5. If the property hereby insured shall at the time of any loss or damage be collectively of greater value than the Sum Insured hereon then the Insured shall be considered as being his own Insurer for the difference and shall bear a ratable proportion of the loss or damage accordingly. Every item, if more than one of the Policy, shall be separately subject to this condition.

6. Where the value of the property of the insured under any section, exceeds the maximum Sum Insured thereunder, the Insured shall independently cover the property under that section by way of a separate insurance policy.

Section I - Property and Content (Excluding Money and Valuables)

Sectional operating clause

The section indemnifies the Insured in respect of loss or of damage to the Property and contents thereof stated in the Schedule by

- (a) Fire, Lightning
- (b) Explosion or Implosion.
- (c) Aircraft, other aerial or space devices and articles dropped therefrom
- (d) Riot, Strike or Malicious Act,
- (e) Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation
- (f) Impact Damage
- (g) Earthquake (Fire and Shock), Subsidence and Landslide including Rockslide
- (h) Bursting and/or overflowing of water tanks, apparatus or pipes.
- (i) Missile Testing operation
- (j) Leakage form Automatic Sprinkler Installations
- (k) Bush Fire
- (l) Impact damages: 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.

Special Exclusions

The Company shall not be liable in respect of

- a) loss or damage to livestock, motor vehicles, and pedal cycles
- b) loss of or damage to articles of consumable nature
- c) loss or damage to money, securities for Money and Valuables.
- d) destruction or damage caused to the insured property by
 - (i) its own fermentation, natural heating or spontaneous combustion.
 - (ii) its undergoing any heating or spontaneous combustion.
 - (iii) burning of property insured by order of any Public Authority.
- e) Loss from Aircraft, other aerial and articles dropped therefrom caused by pressure waves.
- f) Loss resulting from the unlawful occupation by any person of the insured building or prevention of access to the same.
- g) Loss caused by Forest Fire.

Special Conditions

- (a) No one article other than furniture is deemed to be more than 5% of Sum Insured under this Section, unless separately specified and value stated.
- (b) It is hereby declared and agreed that during the period of insurance, the sum insured is increased each day by an amount representing $\frac{1}{365}$ th of the specified limit of 10% increased per annum.
- (c) The General Condition of Average shall not apply if the Sum Insured under this Section after application of b) above, shall upon the operation of any peril insured against under this section, be not less than 85% (eighty five percent) of the collective value of the property insured under this Section.

Section II - Burglary and Housebreaking for Contents excluding Money and Valuables

Sectional operating clause

The Company indemnifies the Insured in respect of loss or damage to the contents whilst contained in the insured premises stated in the schedule by Burglary and/or Housebreaking occurring in a manner as defined hereinunder.

Special Exclusions

The Company shall not be liable in respect of:

- (a) loss or damage by burglary and/or housebreaking where any employee of the Insured or member of the Insured's family is involved as principal or accessory.
- (b) loss or damage to livestock, motor vehicles and pedal cycles.
- (c) Loss or damage to articles of consumable nature.
- (d) loss of or damage to money, securities for Money or Valuables.

Section III - Jewellery and other precious items (All Risks)

This section indemnify the Insured or any member of the family as declared in the proposal in respect of loss of or damage to jewellery specified in the Schedule caused by Accident or Misfortune whilst anywhere in India.

Provided that the liability of the Company in respect of any one item in any one period of insurance will not exceed the sum Insured set against such item in the Schedule thereto and not exceeding in the aggregate the total Sum insured hereby

Provided further that where damage to any item can be repaired, the Company shall pay expenses necessarily incurred to restore the damaged item to its former state of serviceability not in any case exceeding the sum insured in respect of such item.

It is expressly declared and agreed that the condition of average insofar as this Section is concerned is deemed deleted.

Special Exclusions

The Company shall not be liable in respect of:

- (i) loss or damage due to cracking, scratching, 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 accident to railway train or steamer or aircraft by which such property is conveyed.
- (ii) loss or damage caused by moth, mildew, vermin or any process of cleaning, dyeing repairing or restoring to which the property is subjected.
- (iii) loss or damage to any electrical or electronic machine, apparatus, fixtures or fittings (including electrical fans, electric household or domestic appliances, wireless sets, radio, tape recorders, television sets and the like) or to any portion of electrical installation arising from or occasioned by over-running, excessive pressure, short-circuiting, arcing, self-heating or leakage of electricity from whatever cause (lightning included)
- (iv) Loss or damage caused by mechanical derangement or over winding of watches and clocks.
- (v) theft from car except from car of fully enclosed saloon type having all the doors, windows and other openings securely locked and properly fastened.
- (vi) Loss or damage whilst being conveyed by any carrier or courier under contract of affreightment.

Special Conditions

- (i) Where any item insured hereunder consists of articles in pair or set the Company's liability in respect thereof shall not exceed the value of any particular part or parts which may be lost or damaged without reference to any special value which such article or articles may have as part of such repair or set not more than a proportionate part of the insured value of the pair or set.
- (ii) Unless specifically and separately declared, the Company's liability in respect of each article or Pairs of articles shall not exceed 5% of the total Sum Insured under this Policy.
- (iii) The insured jewellery shall be periodically examined by a competent jeweller and that the Insured shall have all fastenings and settings of stones attended to as advised by the jeweller.

Section IV - Temporary relocation

Sectional operating clause

This section indemnifies the insured, subject to the limits indicated in the schedule, in respect of Expenses incurred for relocating to a Temporary Premises necessitated due to damage of the insured property in section 1 during the period of this insurance by operation of a named peril occurring.

Provided that, indemnity under this section would be available only in the event of actual physical damage to the building and not for relocation due to any other cause.

For the purpose of this section, "Expenses" shall mean rent for temporary premises, cost of packing the contents in the insured premises and cost of moving from the existing premises to the temporary premises.

Special Conditions

- a) The indemnity shall be only for a maximum period of 6 weeks and within two months from the date of occurrence of the insured peril.
- b) No amount shall be payable under this section unless the same has been actually incurred by the insured and is supported by bills / voucher / receipts/ documents to the satisfaction of the Company.
- c) The amount payable under this section per week of claim shall not exceed 2% of sum under section 1 of the schedule attached to this policy.
- d) Certificate from an Architect to the effect that premises in question are untenable will be accepted as adequate proof of the fact that the insured premises have become untenable.
- e) The temporary location shall be in an equivalent locality, within the same city / town and of a similar extent as the premises that was occupied by the insured.

Section V - Total Permanent Relocation

Sectional operating clause

This section indemnifies the insured towards Cost of Permanent Relocation arising out of Acquisition of the property insured under section 1 together with the underlying land for Specified Purposes by the operation of a government order, subject to the limits specified in the schedule.

Provided that any payment received by the insured by way of compensation towards the Property shall be deducted while determining the amount payable under this section.

Provided further that compensation shall be payable upon the Insured relocating to a new location.

Costs of Permanent Relocation shall mean rent for the new premises for a maximum period of six months, cost of packing contents of the existing premises and cost of moving from the existing premises. Where the Insured proposes to purchase the new premises, the amount payable under this section in respect of capital cost of the new premises shall not exceed the fair rent for the new premises for a maximum period of six months.

Specified Purposes shall mean construction of roads, flyovers, airport, seaport and the like,

Acquisition shall have the meaning ascribed to it under the Land Acquisition Act, 1963.

Special Exclusions

- a) The cover under this section excludes any action taken by any government or corporation or municipal or local authority or authorities of the like, to set right any illegal action or unauthorised construction or fraudulent occupation of the building or the land on which the building is located.
- b) This cover shall not apply to Property that is already the subject matter of acquisition proceedings.

Section VI - Home Utility Appliances

Sectional operating clause

This section indemnifies the Insured against unforeseen and/or sudden physical damage caused by and/or solely due to Mechanical and/or Electrical breakdown and/or Accidental Damage of Home Utility Appliances detailed in the schedule, belonging to the insured whilst contained in or fixed at the Property insured under section 1

Provided that the liability of the Company in respect of any one item in any one Period of Insurance will not exceed the Sum Insured set against such item in the Schedule.

Provided further that the Sum Insured in respect of each and every item covered by this Section shall be equal to the cost of replacement of the insured property by new property of the same kind and same capacity

Replacement cost shall include freight, dues and customs duties, if any and erection costs.

Special Exclusions

The Company shall not, however, be liable for

- a) Fire and Special perils covered under section 1
- b) 5% of each and every claim subject to a minimum of Rs. 2500/-.
- c) the Excess stated in the Schedule to be borne by the Insured in any one occurrence; if more than one item is lost or damaged in one occurrence, the Insured shall not, however, be called upon to bear more than the highest single excess applicable to such items;
- d) loss or damage caused by any faults or defects existing at the time of commencement of the present Insurance within the knowledge of the Insured, or his representatives, whether such faults or defects were known to the Company or not;
- e) loss or damage for which the manufacturer or supplier of the Home Appliance is responsible either by law or under contract.
- f) cost of transport to the repair shop and back to the Insured's property of any insured item arising out of any damage to such items.
- g) 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;
- h) any costs incurred in connection with the elimination of functional failures unless such failures were caused by an indemnifiable loss of or damage to the insured items;
- i) any costs incurred in connection with the maintenance of the insured items, such exclusion also applying to parts exchanged in the course of such maintenance operations;
- j) loss of or damage to rented or hired equipment for which the owner is responsible either by law or under a lease and/or maintenance agreement;
- k) consequential loss or liability of any kind or description;
- l) loss of or damage to bulbs, valves, tubes, ribbons, fuses, seals, belts, wires, chains, rubber tyres, exchangeable tools, engraved cylinders, objects made of glass, porcelain or ceramics sieves or fabrics, or any operating media);
- m) aesthetic defects, such as scratches on painted, polished or enameled surfaces.
- n) The cost of any alterations, improvements or overhauls.

Special Conditions

- (a) Where damage to an insured item can be repaired, the Company will pay expenses necessarily incurred to restore the damaged item to its former state of serviceability.
- (b) If the cost of repair exceeds the actual value of the insured item immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in (d) below:.
- (c) In case of total loss, claims will be paid subject to application of depreciation at 10% per year on the Sum Insured for such period reckoning from the date of first purchase. The maximum depreciation however shall not exceed 50% of the Sum Insured of the item in respect of which a total loss claim is admitted under this Policy.
- (d) The Company will make payments only after being satisfied, with necessary bills and documents that the repairs have been effected or replacements have taken place, as the case may be. The Company may, however, not insist for bills and documents in case of total loss where the Insured is unable to replace the damaged equipment for reasons beyond their control.
- (e) It is warranted that the Maintenance Agreement in force at the inception of this policy is maintained during the currency of this Policy and no variation in the terms of the Agreement shall be made without the written consent of the Company being obtained. For the purpose of this warranty the word 'Maintenance' shall mean Safety checks, Preventive maintenance, Rectification of loss or damage or faults arising from normal operation as well as from again

Section VII - Home Appliances

This section indemnifies the Insured in respect of total or substantial loss or damage caused by and/or solely due to Mechanical breakdown of Home Appliances detailed in the schedule, belonging to the insured, whilst contained in or fixed at the Property insured under section 1

Provided that the liability of the Company in respect of any one item in any one Period of Insurance will not exceed the Sum Insured set against such item in the Schedule.

Provided further that the Sum Insured in respect of each and every item covered by this Section shall be equal to the cost of replacement of the insured property by new property of the same kind and same capacity

Replacement cost shall include freight, dues and customs duties, if any and erection costs.

Special Exclusions

The Company shall not, however, be liable for

- a) Fire and Special perils covered under section 1
- b) 5% of each and every claim subject to a minimum of Rs. 2500/-.
- c) the Excess stated in the Schedule to be borne by the Insured in any one occurrence; if more than one item is lost or damaged in one occurrence, the Insured shall not, however, be called upon to bear more than the highest single excess applicable to such items;
- d) loss or damage caused by any faults or defects existing at the time of commencement of the present Insurance within the knowledge of the Insured, or his representatives, whether such faults or defects were known to the Company or not;
- e) loss or damage for which the manufacturer or supplier of the Home Appliance is responsible either by law or under contract.
- f) cost of transport to the repair shop and back to the Insured's property of any insured item arising out of any damage to such items.
- g) loss of or damage to rented or hired equipment for which the owner is responsible either by law or under a lease and/or maintenance agreement;
- h) loss of or damage to external fittings by theft, unless the appliance itself is stolen at the same time.

Special Conditions

- a) This section covers against total or substantial loss to the insured items and accordingly excludes routine, petty, repairs/ damages.
- b) Where damage to an insured item can be repaired, the Company will pay expenses necessarily incurred to restore the damaged item to its former state of serviceability.
- c) If the cost of repair exceeds the actual value of the insured item immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in (d) below.
- d) In case of total loss, claims will be paid subject to application of depreciation at 10% per year on the Sum Insured for such period reckoning from the date of first purchase. The maximum depreciation however shall not exceed 50% of the Sum Insured of the item in respect of which a total loss claim is admitted under this Policy.
- e) The Company will make payments only after being satisfied, with necessary bills and documents that the repairs have been effected or replacements have taken place, as the case may be. The Company may, however, not insist for bills and documents in case of total loss where the Insured is unable to replace the damaged equipment for reasons beyond their control.
- f) It is warranted that the Maintenance Agreement in force at the inception of this policy is maintained during the currency of this Policy and no variation in the terms of the Agreement shall be made without the written consent of the Company being obtained. For the purpose of this warranty the word 'Maintenance' shall mean Safety checks, Preventive maintenance, Rectification of loss or damage or faults arising from normal operation as well as from again

Section VIII - Plate Glass

Sectional operating clause

This section indemnifies the Insured in respect of any Damage to fixed Plate Glass specified in the Schedule in the insured Property caused by accidental breakage, subject to the limits specified in the schedule.

Provided that the liability of the Company in respect of any loss or all losses in any one Period of Insurance is limited to the sum set against in the Schedule.

Special Conditions

1. Plate Glass shall mean completely and securely fixed flat glass within the Insured property and described in the Schedule excluding its glazing and/or lettering and /or ornamentation and /or any surface treatment or surfacing unless specifically described and declared for insurance.
2. Plate Glass shall however not include
 - a) Plate Glass of doors to the Insured Premises unless specifically declared
 - b) glass that constitutes or is part of the building facade.
3. Damage shall mean sudden and accidental fracture visible to the naked eye extending through the entire thickness of the Plate Glass but shall not include
 - a. any other disfiguration or damage to the Plate Glass
 - b. any disfiguration or damage only to the glazing or lettering or ornamentation and /or any surface treatment or surfacing thereon.

Special Exclusions

The Company shall not be liable in respect of:

- (a) 5% of each and every claim subject to a minimum of Rs. 1000/-
- (b) breakage or damage during removal, alterations and/or repairs on or about the insured Property.
- (c) breakage of lettering unaccompanied by breakage or damage of glass.
- (d) breakage of or damage to frame work of any description, unless specifically declared.
- (e) disfiguration or scratching or damage of glass other than fracture extending through the entire thickness of glass.
- (f) embossed, silvered, lettered, ornamental, curved or any glass whatsoever, other than glass which is plain and of ordinary glazing quality unless the same be specifically declared.
- (g) breakage of glass not completely and securely fixed.
- (h) loss or damage consequent upon interruption or delay of business or other loss, damage or injury arising from breakage of glass or during replacement thereof.

Section IX - Personal Baggage

Sectional operating clause

This section indemnifies the Insured in respect of loss of or damage to the Personal Baggage of the Insured and / or such other members of his family who are specified in the schedule, anywhere in India, lost, destroyed or damaged by accident or misfortune, subject to the limit specified in the Schedule.

Special Exclusions

The Company shall not be liable in respect of

- (a) loss of or damage to Money or Valuables
- (b) loss or damage due to cracking, scratching or breakage of lens of glass, whether part of any equipment or otherwise or to China marble, gramophone records and other articles of brittle or fragile nature, unless such loss or damage arises from accident to vessel, train, vehicle or aircraft by which such property is conveyed.
- (c) loss or damage whilst being conveyed by any carrier under contract of affreightment.
- (d) loss of or damage to articles which did not form part of the contents of any of the packages when the journey commenced, unless specifically declared and accepted by the Company.
- (e) loss or destruction of or damage to articles of consumable nature.
- (f) loose articles such as Sticks, Straps, Umbrellas, Sunshades, Fans, Deck Chairs, property in use of the voyage and/or journey or articles or clothes whilst being worn on the person or carried about.
- (g) loss destruction or damage caused by or arising from the leakage, spilling or exploding of liquids, oils or materials of a like nature, articles of dangerous or damaging nature.

Special Conditions

- (a) Where any item insured hereunder consists of articles in pair or set, the Company's liability in respect thereof shall not exceed the value of any particular part or parts which may be lost or damaged without

reference to any special value which such article or articles may have as part of such pair or set and in any case not more than a proportionate part of the insured value of the pair or set.

- (b) In the event of loss or damage the Insured shall at once give notice to the Police and take all practicable steps for discovering and punishing the culprits and for tracing and recovering the property lost.

Section X - Garden

Sectional operating clause

This section compensates the Insured against the total loss or destruction of any Garden maintained, cultivated, developed or nurtured by the Insured within the insured Property caused by Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation, Subsidence, Landslide or Rockslide, subject to the limits specified in the schedule.

Provided that the liability of the Company in respect of any one item in any one Period of Insurance will not exceed the Sum Insured set specified in the Schedule.

Special Conditions

- a) This section excludes Fire and allied perils except to the extent covered above.
b) This section applies only to total loss situation

Section XI - Pet Animal

Sectional operating clause

This section compensates the Insured for the makes loss on account of death of a pedigreed pet animal belonging to the Insured, whilst in the insured Property or the immediate neighborhood, to the extent of the amount mentioned in the enclosed schedule.

Provided that no amount shall be payable under this section unless such death is caused by Accident or Disease occurring or contracted or Surgical Operation performed during the Period of Insurance

Special Exclusions

1. Surgical operations except that required due to accident or disease occurring during the period of cover.
2. Malicious or willful injury or neglect, unskillful treatment or use of animal.
3. Injury / Disease contracted prior to the commencement of risk or within 15 days from the date of commencement of risk
4. Intentional killing of the animal except where necessitated to terminate incurable suffering based on the certificate issued by qualified Veterinary Surgeon or where by order of lawfully constituted authority.
5. Racing and show risks

Special Conditions

1. This Policy shall cease to attach to the Pet Animal covered hereunder immediately in the event of the Insured selling, transferring or in any manner parting with ownership or interest in the Pet Animal.
2. The Insured shall provide every insured Pet Animal sufficient and proper food, water, shelter, immediate and adequate medical attention and supervision as and when necessary and shall keep secure all fences, yards, sheds and stabling and shall at all times and to the best of his knowledge and ability use and exercise every due and proper precaution and safeguard against loss or danger of loss under this Policy, the intent and meaning of this condition being that each insured Pet Animal shall have the same care and attention as if it were not insured.
3. In the event of illness or accident, the Insured shall, at his own expense immediately obtain the services of a qualified Veterinary Surgeon and cause the Pet Animal to be properly treated.
4. On the death of any Pet Dog hereby insured, the Insured shall give immediate notice thereof to the Company at the Office that has issued the Policy, and shall give Company an opportunity of inspecting the carcass until at least the expiration of 24 hours after such notice shall have been given to the Company. The Insured shall within 14 days furnish to satisfaction of the Company such information including, but not restricted to, Veterinary Certificate, Post Mortem Certificate and other documents as the Company may require, to establish the death, cause thereof and identity of the Pet Animal.

Part B - Accident and related risks

Exceptions (applicable to Part B in addition to General exceptions mentioned above)

Any claim arising as a consequence of or caused by or pursuant to

- (a) intentionally self-inflicted injury while sane or insane
- (b) suicide or any attempt thereof while sane or insane;
- (c) loss while being under the influence of intoxicating liquor or drugs unless administered on the advice of a physician;
- (d) any loss of which a contributing cause was the Insured's actual or attempted commission of, or willful participation in, an illegal act or any violation or attempted violation of the law or resistance to arrest;
- (e) Curative treatments or interventions that the Insured performs or has had performed on his body
- (f) loss caused directly or indirectly, wholly or partly by:
 - (i) bacterial infections (except pyogenic infections which shall occur through an accidental cut or wound) or any other kind of disease;
 - (ii) medical or surgical treatment except such treatment as may be necessary solely as a result of the Accident;
- (g) the Insured engaging in aviation or ballooning, whilst mounting into, dismounting from or travelling in any balloon or aircraft other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world.

Standard type of aircraft means any aircraft duly licensed to carry passengers (for hire or otherwise) by appropriate authority irrespective of whether such an aircraft is privately owned or chartered or operated by a regular airline or whether such an aircraft has a single engine or multiengine

- (h) the Insured participating as the driver, co-driver or passenger of a motor vehicle during motor racing or trial runs or other similar tests of endurance.
- (i) any opportunistic infection and/or malignant neoplasm, if at the time of the accident or sickness the Insured person/s had an Acquired Immune Deficiency Syndrome (AIDS) or having an antibody positive blood test to HIV (Human Immune-deficiency Virus). Opportunistic infection shall include but will not be limited to pneumosystis carinii pneumonia, organism of Kaposi's Sarcoma, central nervous system lymphoma, and/other malignancies now known or which become known as causes of death in the presence of Acquired Immune Deficiency Syndrome;
- (j) the Insured participating in any naval, military or air force operations whether in the form of military exercises or war games or actual engagement with the enemy, whether foreign or domestic.
- (k) any loss resulting directly or indirectly from or, contributed or aggravated or prolonged by childbirth or from pregnancy

Conditions (applicable to Part B in addition to General conditions mentioned above)

1. The Insured shall upon the occurrence of any event giving rise or likely to give rise to a claim under the Policy
 - (a) Shall give prompt written notice thereof to the Company as soon as possible but in any event within Fourteen days of the date of injury or accident or death.
 - (b) Arrange to give notice of death by the legal representatives forthwith.
 - (c) Give all certificates, information and evidence, whether from a Medical Attendant or otherwise required by the Company shall be furnished at the expense of the Insured or his legal representatives and shall be in such form and of such nature as the Company may prescribe.

Section XII - Personal Accident cover

Sectional operating clause

If at any time during the period of this policy any of the Insured Persons stated in the Schedule against this Section shall sustain bodily injury due to Accident and if such injury shall within 12 calendar months of its occurrence be the sole and direct cause of death then the Company shall pay to the legal representative(s)/ assignee/nominee, as the case may be, the Sum Insured stated in the Schedule.

Special Conditions

1. This section covers the insured and three other persons (to be pre-declared by him at the time of commencement of this policy). This declaration shall state the Sum Insured applicable to each of the insured under this section. In the absence of such declaration, the total sum insured under this section shall apply in equal proportion to each of the insured.
2. The maximum benefit payable under this section, in respect of all the persons insured under this section, in the aggregate during the period of insurance shall not exceed the total sum insured under this section
3. This section compensates the nominated legal heir of the persons covered under this policy for the Sum Insured

Section XIII - Personal Accident for employee

Sectional operating clause

If at any time during the currency of this policy a Employee of the Insured stated in the Schedule against this Section, shall sustain bodily injury due to Accident whilst On Duty and if such injury shall within 12 calendar months of its occurrence be the sole and direct cause of death or Permanent Disability then the Company shall pay to the Employee, legal representative(s)/ assignee/nominee, as the case may be, the Sum Insured stated in the Schedule.

Sum Insured, in respect of each employee shall be the sum shown against his/her name in the Schedule relating to this Section or if no specific sum is shown then the total sum insured relating to this Section shall apply in equal proportion to each employee covered under the Schedule.

“On Duty” means being in the process of discharging the duties arising out of employment with the Insured at the insured premises.

Section XIV - Costs of Hospitalisation arising out of an accident

Sectional operating clause

These section covers the Costs incurred by reason of Hospitalisation, subject to the limits indicated in the schedule, of the persons covered under section XII of this policy. This cover becomes operative on the occurrence during the period of this policy of an Accident that leads to Permanent Disability or subsequent loss of life.

Special Conditions

- (a) The sum insured under this section is payable against actual expenses incurred towards treatment by a Medical Practitioner at a Hospital.
- (b) Hospitalisation must happen within 7 days from the date of the accident, and this policy shall not in any case cover hospitalisation occurring beyond 12 months from the date of the accident.
- (c) Medical Practitioner means a person who holds a degree/diploma of a recognized institution and is registered by Medical Council of respective State of India other than the Insured or a member of the Insured's immediate family. The term Medical Practitioner would include physician, specialist and surgeon.
- (d) Hospital means a medically recognized establishment:
 - i. that holds a valid license (if required by law) to practice medicine, and
 - ii. the primary function of which is to provide for the care and treatment of sick or injured persons, and
 - iii. that has a staff of one or more Physicians actually available on the premises at all times, and
 - iv. that provides a 24-hour nursing service and has at least one qualified and registered professional nurse present and on duty at all times, and
 - v. that has organized diagnostic and surgical facilities, either on its own premises or in facilities available to the Hospital on a pre-arranged basis, and
 - vi. is not, except incidentally to its primary function, a clinic, nursing home, rest home, or convalescent home for the aged, or any similar institution.
- (e) Costs means the costs incurred at a Hospital towards treatment for an Accident.

Section XV - Education benefit / Benefit for "loss of earning capability"

Sectional operating clause

This section indemnifies

- (a) the legal heirs of the Insured towards costs incurred in connection with the education of Eligible children or
- (b) the Immediate Family of the Insured towards loss of earning capability of the Specified Person.

in the event of death caused by Accident of the Insured.

Provided that the benefit under this section shall be payable either under a) or b) above but not in respect of both.

Special Conditions

- (i) The benefit under a) is payable weekly for a maximum period of 24 weeks, for not more than two Eligible children of the insured if and only if such eligible children continues their education as a full-time student in an educational institution.
- (ii) The sum payable under this sub-section shall be the aggregate of:-
 - (a) Actual annual tuition (exclusive of room and board) charged by the institution where the child was studying at the time of death of the insured, as evidenced by receipts.
 - (b) All other actual normal costs in connection with the education of the insured's children, in any case not to exceed 100% of the actual annual school fees
- (iii) The benefit under b) is payable to a person, being the immediate family of the insured and duly nominated in this regard by the insured.
- (iv) The amount payable under this section shall be the aggregate actual monthly costs of running the home of the insured, as evidenced by the claimant.
- (v) In no case shall the sum payable under this sub-section exceed twice the amount claimed/ claimable under a) above.

Section XVI - Cost of conducting death ceremonies

Sectional operating clause

This section covers the Actual Costs incurred in connection with performance of ceremonies arising out of the death caused by Accident of the person specified in the schedule, subject to the limits indicated in the schedule.

Provided that the aggregate amount payable under this section shall be restricted to the sum insured under this section during the period of insurance, irrespective of the number of claims made hereunder.

Actual Costs shall mean costs incurred towards transporting the body for cremation, costs incurred at the cremation place, religious ceremonies incurred upto the time of cremation and costs incurred for any one post cremation ceremony.

Section XVII - Financial Shield

Sectional operating clause

In the event of loss of life of the Insured due to an Accident occurring the period of this policy and his estate being insufficient to discharge a debt of the insured, the Company shall pay the shortfall to the Creditor subject to the limit stated in the schedule.

Provided that no claim under this section shall be admitted unless a claim under section XIII of this policy becomes payable.

Special Exclusion

- a) This section shall not apply in respect liabilities of the Insured where the ownership of the underlying asset is not with the Insured.

- b) Where the insufficiency of the estate is caused by the estate discharging the personal liabilities of the assets of the Insured.

Special Conditions

- a) Creditors shall mean a Financial Institution recognised by the Reserve Bank of India, a schedule Bank or a registered Non Banking Financial Institution.
- b) The cover shall apply only in respect of the principal outstanding against the debt and shall not cover interest, charges, penalty, levies and such amount of like nature by whatever name called.
- c) This cover shall not apply in respect of past dues / overdue
- d) The liability under this section shall be payable directly to the creditor. The insured shall at the time of commencement of this policy, designate the creditor who would be the beneficiary under this policy. In the absence of such identification, the benefit under this policy shall become ratably to the eligible Creditors, in the proportion of their undischarged liability.