Chola Total Home Protect Policy

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 MS 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 subject to the terms and conditions contained herein or endorsed or otherwise expressed hereon that if the Insured shall sustain loss or damage to property or incur liability or the insured or member of the Insureds' family named in the schedule shall sustain bodily injury by any accident at any time during the period of Insurance stated herein the Company will pay to the Insured the value, at the time of happening of such loss or damage of the property so lost or damaged or the amount of liability so incurred or the benefits specified herein 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 Exclusions

The Company shall not be liable in respect of:

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, rebellion, revolution, insurrection, or, military, or, usurped power.
2. Loss or damage caused by depreciation or wear and tear.
3. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever including those caused by spoilage resulting from the retardation or interruption or cessation of any process or operation caused by operation of any of the perils covered.
4. **(a)** Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by Nuclear weapons material, or ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or, by the radioactive, toxic, explosive or hazardous properties of any explosive nuclear assembly or nuclear component thereof.

   (b) Loss, damage, or , destruction caused to the insured property by Pollution or contamination excluding **(i)** pollution or contamination which itself results from a peril hereby insured against, or, any peril hereby insured against which itself results from pollution or contamination.

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 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.
4. 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.

Period not exceeding	%of the annual rate
15 days	10
1 month	15
2 month	30
3 month	40
4 month	50
5 month	60
6 month	70
7 month	75
8 month	80
9 month	85
Exceeding 9 months	Full annual rate

5. It is expressly agreed between the parties that no interest shall be payable by the Company on any account whatsoever.
6. 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 theft or any other offence, lodge forthwith a complaint with the Police and take all practicable steps to apprehend the guilty person or persons 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.
   c) If the Insured or spouse, or, dependant children, or paid domestic help of the Insured, sustain any bodily injury due to accident in respect of which a claim is or may be made hereunder, prompt written notice thereof shall be given to the Company as soon as

possible but in any event within Fourteen days of the date of injury. If the Insured or, spouse, or, dependant children or paid domestic help of the Insured shall die, notice of death shall be given by the legal representatives forthwith. 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. The injured person must immediately after occurrence of an accident which may be the subject of a claim hereunder obtain medical treatment, failing which the Company will not be liable for any consequence thereof.

d) The Insured shall upon the occurrence of any event giving rise to or likely to give rise liability against him to be indemnified under this Policy give immediate notice thereof to the Company and shall forward to the Company forthwith every written notice or information of any verbal notice of claim and shall send to the Company any writ, summons or other legal process issued or commenced against the Insured and shall give all necessary information and assistance to enable the Company to settle or resist any claim or to institute proceedings. The Insured shall not incur any expense in making good any claim without the written consent of the Company and shall not negotiable, pay, settle admit or repudiate any claim without such consent.

7. 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 rateable proportion of such loss or damage.
8. If at the time of loss or damage happening to any property hereby insured, the value of such property is collectively of greater value than the sum insured, the Insured shall be considered as his own insurer for such portion of the loss as the total sum insured bears to the total value of the property insured. This condition shall apply only to the section covering building.
9. If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or device are used by the Insured or anyone acting on Insured's behalf, to obtain any benefit under this Policy all benefits shall be forfeited.
10. 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.
11. If any difference shall arise as to the quantum to be paid under this policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of two disinterested persons as arbitrators of whom one shall be appointed in writing by each of the parties within two calendar months after having been required so to do in writing by the other party in accordance with the provisions of the Arbitration Act 1996, as amended from time

to time and for the time being in force. In case either party shall refuse or fail to appoint an arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint sole arbitrator and in case of disagreement between the arbitrators the difference shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at their meetings.

The venue of the arbitration proceedings shall be at the Registered Office of the Company. DARE House, 234, N S C Bose Road, Chennai 600001.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided, if the Company has disputed or not accepted liability under or in respect of this Policy. It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator shall be first obtained.

12. In the event of the insured being aggrieved by
    a) Any partial or total repudiation of claims by an insurer
    b) Any dispute in regard to premium paid or payable in terms of the policy
    c) Any dispute on the legal construction of policies in so far as such disputes relate to claims
    d) Delay in settlement of claims
    e) 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.
13. If the company shall disclaim liability to the Insured for any claim hereunder, and such claim shall not within 12 calendar months from the date of such disclaimer have been made the subject matter of suit in a court of law, then the claim shall for all purposes be deemed to have been abandoned and shall not there after be recoverable hereunder.
14. 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.
15. 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.

Section I - Building & Section II - Contents

(Excluding cash and Valuables)

The Company will indemnify the Insured in respect of loss of or damage to the Building/contents, whilst contained in the insured premises by

a) Fire. excluding destruction or damage caused to the property insured by the following will not be covered :

a. its own fermentation, natural heating or spontaneous combustion.
b. its undergoing any heating or drying process

c. burning of the property insured by order of any Public Authority

b) Lightning.

c) Explosion and Implosion. excluding loss, destruction or damage to Boilers:

a. (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.

d) Aircraft or articles dropped therefrom. However, loss arising out of pressure waves are excluded from the scope of cover.

e) Riot, Strike or Malicious Act. However, the following are deemed to be **exclusions:**

i. total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.

ii. Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the government or any lawfully constituted Authority.

iii. 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

iv. 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.

f) Earthquake Fire and/or Shock, Subsidence and Landslide (including Rockslide) damage

g) Flood, Inundation, Storm, Tempest, Typhoon, Hurricane, Tornado, or Cyclone

h) 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.

i) Subsidence and Landslide including Rockslide. This will however, exclude the following :

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

(ii) the settlement or movement of made up ground

(iii) coastal or river erosion

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

(v) demolition, construction, structural alterations or repair of any property or groundworks or excavations.

j) Bursting and/or overflowing of Water tanks, apparatus, and pipes.

k) Missile testing operations.

l) Leakage from automatic sprinkler installations. However, excluding losses caused by

(i) Repairs or alterations to the buildings or premises

(ii) Repairs, Removal or extension of the sprinkler installation

(iii) Defects in construction known to the insured.

m) Bush Fire. However, losses due to Forest Fire are not covered.

Special Exclusions

The Company shall not be liable in respect of

I. Loss of or damage to livestock, motor vehicles, and pedal cycles

II. "Loss, destruction or damage to bullion or unset precious stones, any curios or works of art for an amount exceeding Rs.10,000/-, manuscripts, plans, drawings, securities, obligations or documents of any kind, stamps, coins or paper money, cheques, books of accounts or other business books, computer systems records, explosives unless otherwise expressly stated in the policy".

III. The first 5% of each and every claim subject to a minimum of Rs. 10,000/- in respect of each and every loss arising out of Earthquake. The excess mentioned applies per event per insured.

IV. Loss, destruction or damage to any electrical machine, apparatus, fixture, or, fitting, arising from or occasioned by over-running, excessive pressure, short circuiting, arcing, self heating or leakage of electricity from whatever cause (including lightning) provided that this exclusion shall apply only to the particular electrical machine, apparatus, fixture or fitting so affected and not to other machines, apparatus, fixtures or fittings which maybe destroyed by fire so set up.

V. Expenses necessarily incurred on (i) Architects, Surveyors and Consulting Engineer's fees, beyond 3% of the claim amount, and, (ii) Debris removal by the insured following a loss to the property beyond 1% of the claim amount.

VI. Loss by theft during or after the occurrence of any insured peril except as provided under Riot, Strike, Malicious damage cover.

VII. 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 equipments temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding 60 days.

Additional Expenses of Rent for an Alternative Accommodation (add on cover)

1.1 In consideration of payment of additional *premium* it is hereby agreed and declared that in the event of the *premises* described in the *policy of insurance* and occupied by the insured, hereinafter referred to as '*premises*' being destroyed or damaged by any Insured Peril as to become unfit for occupation and the *insured* in consequence taking up alternative accommodation, the *insurer* shall, subject to special conditions set out herein, indemnify the *insured* against the additional rent (as explained herein) which the *insured* is called upon to bear for the period beginning from the date of operation of any of the Insured Perils until the '*premises*' is rendered fit for occupation such period not exceeding such reasonable time as is required to restore the *premises* with due diligence to a condition fit for occupation or the maximum indemnity period as specified in the *schedule* whichever is earlier.

1.2 Provided that the liability of the *insurer* shall not exceed the amount stated in *schedule* as the *sum insured* hereby.

1.3 Provided further that if the sum produced by applying the monthly additional rent, borne by the *insured* for the alternative accommodation to the maximum indemnity period is more than the *Sum Insured* hereby, the liability of the *insurer* shall be proportionately reduced.

2. Special Conditions :

2.1 This insurance shall apply subject to the condition that the *premises* occupied by the *insured*, whether as owner or tenant, forms part of a building not being "Kutcha" Construction.

2.2 If the area of alternative accommodation taken by the *insured* is more than the area of the *premises* occupied by the *insured*, the additional rent borne by the *insured* for the purpose of this insurance shall be deemed to be that proportion of the additional rent actually borne by the *insured* as the area of the *premises* which was in the *insured*'s occupation bears to the area of the alternative accommodation taken by the *insured*. The *insured* shall be at liberty to take alternative accommodation in any locality so long as it is within the Municipal limit of the city or town in which the *premises* is situated.

2.3 If the *insured* is the Owner-Occupant, the additional rent borne by him is arrived at after deducting the standard rent of the *premises* from the actual rent paid for the alternative accommodation. The standard rent shall be based on the ratable values fixed by the Municipal/Revenue authorities for tax purposes.

2.4 If the *insured* is a tenant only and for safeguarding his legal tenancy rights is obliged to pay rent for the *premises* even during the period when it is not fit for occupation, the additional rent borne by him is the actual rent for the alternative accommodation.

2.5 If the *insured* is a tenant and is not obliged to pay rent for the *premises* during the period when it is not fit for occupation, the additional rent borne by him is the actual rent paid for alternative accommodation taken less the rent which he was paying for the *premises* immediately prior to the same being damaged or destroyed by Insured Perils and rendered unfit for occupation

All other terms and conditions shall remain unaltered

Terrorism Damage Cover Endorsement (Section I and/or II if covered)

It is hereby declared and agreed that in consideration of payment of additional premium, the '**Terrorism Damage Exclusion Warranty** attached to and forming part of the within mentioned policy, stands deleted. The expression/s "terrorism and/or act of terrorism" shall have the same meaning/s as contained in **Terrorism Damage Exclusion Warranty.**

This endorsement does not cover loss of or damage to property caused by
A)
I. total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.

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

III. 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.

IV. 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 action taken in respect of an act of terrorism.
B)

loss or damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling , preventing , suppressing or in any way relating to action taken in respect of any act of terrorism.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the insured.

The limit of coverage under this endorsement shall not exceed the sum insured stated in Section I and/or II.

In the event of several insurances within the same location with all Indian insurers, the maximum aggregate loss payable per compound/location by all Indian insurers shall be Rs.750 crores. If the actual aggregate loss suffered at one location in respect of all Indian insurers is more than Rs.750 crores, the amounts payable under individual policies shall be reduced in the same proportion as Rs. 750 crores bears to the aggregate of all losses with all Indian insurers in that location.

The coverage under this endorsement is subject to an excess of 0.5% of the total sum insured subject to a minimum of Rs. 25,000 for each and every claim in respect of both material damage and loss of profits combined."

Section III - Burglary and Housebreaking (Including Theft)

The Company will indemnify the Insured in respect of loss or damage to the contents whilst contained in the insured premises by burglary and/or housebreaking. The terms Burglary and/or House breaking shall, for the purpose of this Insurance and liability of the Company hereunder, mean

a) theft involving entry into or exit from the insured premises by forcible and violent means or
b) theft following assault or violence or threat to the Insured or any employee of the Insured or member of the Insured's family.

Special Exclusions

The Company shall not be liable in respect of

i. loss or damage by Burglary and/or Housebreaking including Theft where any employee of the Insured or member of the Insured's family is involved as principal or accessory.
ii. loss of or damage to livestock, motor vehicles and cycles
iii. loss of or damage to securities or money, stamps, bullion, deeds, bonds, bills of exchange, promissory notes, stock and share certificates, business books, manuscripts, documents of any kind, unset precious stones and jewellery and valuables, unless specifically declared and covered.
iv. Loss or damage to articles of consumable nature.
v. Deductible: 5% of the claim amount subject to a minimum of Rs. 1000 for each and every loss.

Section IV - Personal Accident

If the Insured named in the Schedule shall sustain bodily injury solely and directly caused by accidental, violent, external and visible means resulting in death or permanent total disablement as stated hereinafter the Company shall pay to the Insured or his assignee the sum or sums hereinafter set forth.

Definitions

1. Bodily injury means identifiable physical injury which

a) is sustained by the Insured Person and
b) is caused by an Accident, during the Period of Insurance and
c) solely and independently of any other cause, except illness directly resulting from, or medical or surgical treatment rendered necessary by such injury, occasions the death or

permanent total disablement of the Insured Person within twelve months from the date of the Accident.

2. "Accident" means a sudden unexpected, unusual event and includes exposure resulting from a mishap to a conveyance in which the Insured Person is travelling.
3. "Loss of Limb" means permanent loss by physical separation of a hand at or above the wrist or of afoot at or above the ankle, and includes permanent total and irrecoverable loss of use of a hand, arm or leg.
4. "Permanent Total Disablement" means the complete and irrevocable loss of use of any part of the body.
5. Words in the masculine gender shall include the feminine.

Scale of Sum Insured Payable as compensation

Death	100% of SI
Loss or Permanent Loss of use of two limbs, two eyes or one limb and one eye	100% of SI
Loss or Permanent Loss of use of one limb or one eye	50% of SI
Total and irrecoverable loss of speech and hearing	100% of SI
Total and irrecoverable loss of hearing in a) Both ears b) One ear	 75% of SI 25% of SI
Total and irrecoverable loss of speech	50% of SI

Special Exclusions

Provided always that the company shall not be liable under this policy for:

1. Compensation under more than one of the sub-clauses admitted and become payable
2. Any other payment after a claim under one of the sub-clauses has been admitted and become payable
3. Any payment in case of more than one claim under the Policy during any one period of Insurance by which the maximum liability of the Company in that period would exceed the sum payable under any sub clause of the policy
4. Payment of compensation in respect of Death, Injury or Disablement of Insured (a) from Intentional self-injury, suicide or attempted suicide (b) whilst under the influence of intoxicating liquor or drugs (c) whilst 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 (d) directly or indirectly caused by veneral diseases or insanity (e) arising or resulting from the Insured committing any breach of the law with/without criminal intent

   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 multi engine

5. The Insurance under this Policy shall not extend to cover death disablement resulting directly or indirectly from pregnancy or in consequence thereof

   Provided also that the due observance and fulfillment of the terms and conditions of this Policy (which conditions and all endorsements hereon are to be read as part of this Policy) shall so far as they relate to anything to be done or not to be done by the Insured be a condition precedent to any liability of the Company under this Policy

Special Conditions

1. Upon the happening of any event which may give rise to claim under this Section of the policy, written notice with full particulars must be given to the company immediately. In case of death, written notice also of the death must, unless reasonable cause is shown be so given before internment, cremation and in any case within one calendar month after the death and in the event of loss of sight or amputation of limbs written notice thereof must also be given within one calendar month after such loss of a sight or amputation.
2. Proof satisfactory to the Company shall be furnished of all matter upon which a claim is based. Any medical or other agent or the Company shall be allowed to examine the Person of the Insured of any alleged injury or disablement when and so often as the same may reasonably be required on behalf of the Company and in the event of death to make a post mortem examination of the body of the Insured. Such evidence as the company may from time to time required shall be furnished within the space of fourteen days after demand in writing and in the event of a claim in respect of loss of sight the Insured shall undergo at the Insured's expense such operation or treatments as the company may reasonably deem desirable provided that in case of claim by death or permanent total disablement all sums payable hereunder shall be payable only on the delivery of this Policy for cancellation and discharge and in the case of temporary total disablement only upon the termination of such disablement. In the case of permanent partial disablement all sums payable hereunder shall be payable on the delivery of this Policy for reduction of the Sum Insured by the amount admissible under the claim.
3. The Insured shall give immediate notice to the Company of any change in his business or occupation

   The Insured shall on tendering any premium for the renewal of this Policy give notice in writing to the Company of any disease physical defect or infirmity with which he has become affected since the payment of the last preceding premium.

Section V - Public Liability

Sectional operating clause

This section indemnifies the insured against any legal liability including defense costs incurred

with the prior written permission of the Company towards

a) Accidental death or bodily injury to any third party -
b) Accidental damage to property belonging to a third party

caused by or-through the negligence or fault of the insured in the performance of any act in connection with the insured's business, during the period of this policy.

Special Exclusions

The Company shall not be liable in respect of:

a) Any claims arising from or caused by or attributed to animals, vehicles, aircraft, ships
b) Any claim made by / compensation payable to any member of the Specified Person's family, partners, directors, managers, employees or contractors' employees.
c) Liability assumed by the Insured by agreement unless such liability would have attached to the Insured notwithstanding such agreement.
d) Any liability assumed by the insured by way of an agreement
e) The Insured shall upon the occurrence of any event giving rise or likely to give rise to a claim against which the insured is to be indemnified under the Policy,
f) give immediate notice thereof to the Company
g) forward to the Company forthwith every written notice or information of any verbal notice of claim
h) shall send to the Company any writ, summons or other legal process issued or commenced against the Insured
i) give all necessary information and assistance to enable the Company to settle or resist any claim or to institute proceedings.
j) shall not incur any expense in making good any claim without the written consent of the Company
k) shall not negotiable, pay, settle admit or repudiate any claim without such consent.
l) Deductible: The Company is not liable to pay the first Rs.2500 of each and every claim.

RIDERS - Applicable only on sections opted

Section VI - Jewellery and Valuables

The Company will indemnify the Insured or any member of the family as declared in the proposal in respect of loss of or damage to jewellery and valuables specified in the Schedule caused by Accident or Misfortune whilst (a) kept in a secured and locked cupboard an/or safe, (b) kept in a bank locker, (c) worn on person (for an amount not exceeding Rs.2,00,000/-). Provided that the liability of the Company in respect of anyone item in anyone 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 will pay expenses necessarily incurred to restore the damaged Item to Its former state of serviceability not 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. Loss or damage caused by mechanical derangement or over winding of watches and clocks.

iii. Loss or damage whilst being conveyed by any carrier or courier.

iv. Deductible: The Company is not liable to pay the first Rs.1000 of each and every claim.

v. Theft unless followed by actual, forcible and violent, unforeseen and unauthorized means from any car, except car of fully enclosed saloon type having all the doors, windows and other openings securely locked and properly fastened.

vi. Any loss or damage arising through delay, detention or confiscation by customs or other authorities.

vii. Any cause incurred in connection with the maintenance of the insured items, such exclusion also applying to parts exchanged in course of such maintenance operations.

viii. Aesthetic defects such as scratches on painted, polished or enameled surfaces.

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 pair or set nor more than a proportionate part of the insured value of the pair or set.

ii. 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.

iii. The insured shall have a proper valuation certificate in respect of each item value exceeding Rs.2 lakhs.

Section VII - Breakdown of other Domestic Appliances (including Air Conditioners)

Sectional operating clause

The Company will indemnify the Insured against unforeseen and/ or sudden physical damage caused by and/ or solely due to mechanical and/or electrical breakdown of domestic, electrical or mechanical appliances or gadgets specified in the Schedule whilst contained in or fixed at the Insured premises.

Provided also 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 item by new item of the same kind and same capacity.(applicable if taken as an Add on cover)

Replacement cost includes freight, dues and customs duties, if any and erection costs.
Breakdown shall mean the actual breaking or burning out of or the failure of any part of the appliances, installation specified in the Schedule occurring during normal use owing to any cause stoppage of functions thereof and necessitating the repair or replacement of such parts before normal working can commence.

Special Condition

a) The Amount payable under this section shall include expenses necessarily incurred to restore the damaged property to its former state of serviceability plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs as well as custom duties and other dues if any to the extent such expenses have been included in the Sum Insured.
b) No deduction shall be made towards depreciation in respect of parts replaced except for parts with limited life of use but the value of salvage will be taken into account.
c) If the cost of repairs equals or 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, the Company will pay actual value of the item immediately before the occurrence of the damage including cost for ordinary freight, erection and custom duties if any provided such expenses have been included in Sum Insured. Such actual value to be calculated by deducting 10% depreciation per year from the replacement value of item since date of manufacture. The maximum depreciation however shall not exceed 75% of the replacement value of the item in respect of which total loss is admitted under the Policy.

Special Exclusions

The Company will not be liable for:

a) Damage to any insured item by perils which are insurable under other sections of the Policy.
b) Damage for which the manufacturer or supplier of the property is responsible by law or contract or any amount recoverable under terms of Maintenance Agreement.
c) Gradually developing flaws, defects, cracks or partial fractures in any part not necessitating immediate stoppage although at some future time repair or replacement of the parts affected may be necessary.
d) Deterioration of or wearing away or wear out of any item caused by or naturally resulting from normal use. or exposure.
e) Damage caused by or arising out of willful act or willful gross negligence of Insured, his employee

or director.

f) Damage due to faults existing at the time of commencement of this Insurance and not known to the Insured, employee, director, regardless of whether such faults or defects were known to the Company or not.

g) Cost of transport to the repair shop and back to the Insured's office premises of any insured item arising out of damage to such item.

h) h) Damage to any insured item occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority of such item or by permanent or temporary dispossession of any building resulting from the unlawful occupation by the Insured of the building.

i) Damage to be made good under any contract of maintenance or other agreement relating to the covered appliances

j) Loss of or damage to belts, ropes, chains, rubber tyres, dies, moulds, blades, cutters, knives, or exchangeable tools, engraved or impression cylinders or rolls; objects made of glass, porcelain, ceramics, all operating media (e.g. lubricating oil, fuel, catalyst, refrigerant, dowtherm) felts; sieves fabrics, heat resisting and anti corrosive lining and parts of similar nature, packing material, parts not made of metal (except insulating material) and non metalic lining or coating of metal parts.

k) The Maximum liability of the Company shall not exceed the limit stated in the schedule.

l) Deductible: The Company is not liable to pay the first Rs.1000 of each and every claim.

Section VIII - Domestic Electronic Equipment (excluding software)

In the event of any unforeseen sudden physical loss or damage (due to any cause other than those specifically excluded), sustained during the currency of the Policy to the Electronic Equipment described in the Schedule whilst contained in the home premises, and occurring during the normal use after installation, the Company will pay for the amount of such damage or at its option repair, reinstate or replace such damaged property up to the amount stated in the Schedule.

Provided that the liability of the Company in respect of such loss or damage in anyone Period of Insurance is limited to the amount specified in the Schedule.

Special Exclusions

The Company shall not be liable in respect of:

a) loss of or damage to external antenna or fittings by theft, unless the Television Apparatus itself is stolen at the same time.

b) loss or damage caused by or arising out of or traceable to erection, repairing or dismantling of the Television Apparatus or electronic items

c) loss of or damage for which the manufacturer or supplier of the Television apparatus or electronic items is responsible either by law or contract

d) Liability assumed by the Insured by Agreement, unless such liability could have attached to the Insured notwithstanding agreement.

e) Damage caused by any faults or defects existing at the time of commencement of

present insurance within the knowledge of Insured or his representatives whether such faults or defects were known to the Company or not. Damage to be made good under any contract of maintenance or other agreement relating to the covered equipments

f) Damage due to or consequent upon wear and tear, gradual deterioration, atmospheric or climatic conditions, rust, corrosion, moth, vermin or

g) Any costs incurred in connection with the elimination of functional failures unless such failures were caused by an indemnifiable damage.

h) Any cost incurred in connection with the maintenance of the insured items such exclusions will also apply to parts exchanged in course of such maintenance operations.

i) Damage to rented or hired equipment for which the owner is responsible either by law or under a lease and/or maintenance agreement.

j) Damage due to effects of design material or workmanship or otherwise for which the manufacturer or supplier of the insured items is responsible either by law or under the terms of the Maintenance Agreement.

k) The Maximum liability of the Company shall not exceed the limit stated in the schedule

l) Deductible: The Company is not liable to pay the first 5% of the claim amount subject to a minimum of Rs.2500 of each and every claim. In respect of laptops, the Company is not liable to pay the first 5% of the claim amount subject to a minimum of Rs.7500 of each and every claim

Amount Payable

a) In the event of insured item being damaged the Company will pay the expenses necessarily incurred to restore the damaged item to its former state of serviceability or pay the actual value of equipment.

b) Where the insured item is deemed to be a total loss and meanwhile it becomes obsolete, all costs necessary to replace the lost or damaged insured item with a follow-up model (of similar type, structure, configuration, and quality) i.e. low, average, or, high capacity will be re- imbursed subject to the actual cost or the Sum Insured whichever is lower.

No deduction will be made for depreciation in respect of parts replaced except those with limited life, but the value of salvage will be taken into account. However, in case of payment of actual value of items, proper depreciation will be deducted from replacement value of items.

Section IX - Baggage

The Company will indemnify the Insured in respect of loss of or damage to personal baggage, whilst being carried by the Insured during travel anywhere in India, lost, destroyed or damaged by accident or misfortune.

Provided that the liability of the Company in respect of property so lost, destroyed or damaged shall be limited to its actual value at the time of happening of such loss, but not exceeding in any Period of Insurance the sum that is set opposite thereto in the Schedule. Any loss paid under this policy the sum insured will be reduced by the amount so paid.

Special Exclusions

The Company shall not be liable in respect of

a) 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.

b) loss or damage whilst being conveyed by any carrier under contract of affreightment.

c) loss of or damage to money, securities, manuscripts, deeds, bonds, bills of exchange, promissory notes, stock or share certificates, stamps, business books or documents, jewellery, watches, laptop, palmtop and any computers, cellphones, pagers, furs, precious stones, gold and silver ornaments, travel tickets, cheques, and bank drafts.

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) loss or damage to the personal baggage belonging to the Insured and his family members whilst traveling within the municipal limits of the village, town or city wherein he is permanently residing.

g) 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.

h) 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.

i) The maximum liability of the Company is restricted to Rs.5000 per item.

j) Deductible: The Company is not liable to pay the first Rs.1000 of each and every claim.

1. 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 not more than a proportionate part of the insured value of the pair or set.

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 guilty persons and for tracing and recovering the property lost and shall be bound to satisfy the Company that the loss claimed is genuine.

***SECTION* X- PLATE GLASS**

The *insurer* hereby agrees subject to the terms and conditions contained herein or endorsed or otherwise expressed hereon that if the property hereinafter described or any part thereof be destroyed or damaged by breakage accidentally by perils covered at any time during the period in respect of which the *insured* has paid and the *insurer* has accepted the *premium* required for the renewal thereof, the *insurer* will pay to the *Insured* the value, at the time of happening of such loss, of the property so destroyed or the amount of such damage but not exceeding in any one *period of insurance* in respect of each or the several items specified herein the sum set opposite thereto respectively.

The company will indemnify Loss of or damage to *Plate Glass* described in the *schedule* hereto caused by accidental external means

Exclusions

This *section* does not cover:-

a. Deductible: The Company is not liable to pay the first Rs.1000 of each and every claim.

b. Breakage or damage whether direct or indirect occasioned by happening through or arising from any consequences of explosion, gas, heat, civil commotion, loot or pillage in connection therewith or confiscation or detention by order of any Government or Public authority.

c. Breakage or damage during removal, alterations and or repair on or about the *insured premises* described herein.

d. Breakage of lettering unaccompanied by breakage or damage of glass.

e. Loss or damage to the *Plate Glass* by Fire, Lightning, explosion, theft, riot, strike, malicious act , Storm, tempest, typhoon, hurricane, tornado, flood or inundation, earthquake, tsunami

f. The actions of sun, rain, bad weather or other atmospheric conditions.

g. Internal cracking or gradually developed cracks

h. Breakage of or damage to frames or framework of any description, unless specifically *insured*.

i. Embossed, silvered, lettered, ornamental, curved or any glass whatsoever other than plain and of ordinary glazing quality unless specifically *insured*.

j. Breakage of glass not completely and securely fixed.

k. Loss or damage consequent upon interruption or delay business or other loss, damage or injury arising from breakage of glass or during replacement thereof.

l. Any legal liability of whatsoever nature.

SECTION XI - WORKMEN'S COMPENSATION

The *insurer* hereby agrees that if at any time during the *period of insurance* any employee in the *Insured*'s immediate service shall sustain personal injury by accident or disease arising out of and in the course of his employment by the *Insured* in the Business and if the *Insured* shall be liable to pay compensation for such injury either under :

Workman's compensation act 1923 (as amended from time to time)
or at
Common Law

then subject to the terms exceptions and conditions contained herein or endorsed hereon the Company will indemnify the *Insured* against all sums for which the *Insured* shall be so liable and will in addition be

responsible for all costs and expenses incurred with its consent in defending any claim for such compensation.

PROVIDED ALWAYS that in the event of any change in the Law(s) or the substitution of other legislation therefore this Policy 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.

Exclusions

The Company shall not be liable under the Policy in respect of :

1. the *Insured*'s liability to employees of contractors to the *Insured*.
2. any liability of the *insured* which attaches to virtue to an agreement but which would not have attached in the absence of such agreement
3. any sum which the *Insured* would have been entitled to recover
4. from any party but for an agreement between the *Insured* and such party.

Section XII Family Floater Accidental Hospitalisation

In the event of accidental injury, this policy will reimburse the actual expenses incurred by the Insured for the medical treatment of physical and bodily injury suffered by the Insured subject to the limit specified in the Schedule including the post hospitalization expenses for a period upto 30 days from the date of discharge.

The policy shall cover only allopathic treatment taken by the Insured from any Registered Medical practitioner at a Registered Hospital.

The insured shall submit necessary proof for the expenses incurred including relevant reports and medical records in connection with the treatment.

Floater Clause

In the event of any claim under this policy, the sum insured specified herein shall stand reduced by the amount of claim paid herein and total liability of the company in respect of all claims cumulatively during the policy period shall not exceed the sum insured specified in the schedule.

Exclusions

1. <u>Special Exclusions</u>

Provided always that the Company shall not be liable for:

1. Intentionally self-inflicted injury, suicide or any attempt thereat while sane or insane;
2. Injury or Disease directly or indirectly caused by or contributed by ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
3. Injury or Disease directly or indirectly caused by or contributed by the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of that equipment;
4. 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 detainment of all kings, princes, and people of whatsoever nation condition or quality,
5. The Insured Person's participation in naval, military or air force operations whether in the form of military exercises or war games or actual engagement with the enemy with foreign or domestic;
6. Loss sustained or contracted in consequence of **the Insured** being under the influence of alcohol or drugs unless administered on the advice of a physician;
7. 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;
8. Any loss sustained whilst engaging in aviation or ballooning, whilst mounting into, dismounting from or traveling in any balloon or aircraft other than as a passenger (fare paying otherwise) in any duly licensed standard type of aircraft anywhere in the world;
9. Any opportunistic infection and/or malignant neoplasm, if at the time of the accident or sickness **the Insured** 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;

10. Any loss sustained while **the Insured** is participating in contests of speed using a motorized vehicle or bicycle and/or hunting and/or skiing and/or skydiving and/or gliding and/or mountaineering and/or winter sports;
11. Any loss resulting directly or indirectly from or, contributed or aggravated or prolonged by childbirth or from pregnancy.
12. Any claim due to any mental or nervous disorder or any condition of psychoneurotic origin.
13. Any claim caused by any pre-existing condition or condition of chronic or recurring nature from which the insured person suffered or received medical attention within 12 months prior to inception of this insurance.
14. Expenses caused directly or indirectly, wholly or partly by:

a. Bacterial infections (except pyogenic infections which shall occur through an accidental cut or wound) or any other kind of disease;
b. Medical or surgical treatment except as may be necessary solely as a result of Injury;

15. Treatment of hernia resulting from any bodily injury.
16. Dental care or surgery except as occasioned by Accidental Injury.

Section XIII Purchase Protection

The Company will pay up to the *Sum Insured mentioned in the schedule* for new items that *the insured* purchases if the same are lost, damaged or destroyed within 30 days of the date of purchase by an insured peril under "Section - Contents and/or Section - Burglary".

The insured shall intimate the insurer immediately upon the loss, damage or destruction of item purchased and shall provide necessary proof for such purchase and loss of item insured hereunder including copy of FIR filed with the Police authorities in case of Burglary and/or theft.

All exclusions and conditions applicable to respective sections is deemed to be incorporated hereunder.

List of clauses forming part of the policy if mentioned in the Schedule

Agreed Bank Clause

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

"`It is hereby declared and agreed: -

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

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

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

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

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

v. That this insurance so far only as it relates to the interest of the Bank therein shall not cease to attach to any of the insured property by reason of operation of condition 3 of the Policy except

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

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

N.B: In cases where the name of any Central Government or State Government owned and / or sponsored Industrial Financing or Rehabilitation Financing Corporations and /or Unit Trust of India or General Insurance Corporation of India and/or its subsidiaries or LIC of India/ any Financial Institution is included in the title of the Fire Policy as mortgagees, the above Agreed Bank Clause may be incorporated in the Policy substituting the name of such institution in place of the word 'Bank' in the said clause.