

# HOME INSURANCE POLICY WORDINGS

## Part II of the Schedule

### 1. Definitions

**"Accident and Accidental"** means a sudden, unforeseen, and unexpected physical event beyond the control of the Insured caused by external, visible and violent means.

**"Actual Cash Value"** means the cost of replacement less any depreciation, which would be determined by considering the condition immediately before the loss or damage, the resale value and the normal life expectancy.

**"Bodily Injury"** means any accidental physical bodily harm but does not include any sickness or disease.

**"Business or Business Purposes"** means any full or part time, permanent or temporary, activity undertaken in the dwelling with a view to profit or gain.

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

**"Co-operative Housing Society"** means a society registered under a legislation or Act of the Central, State or local Government or body, or an association of people by whatever name called, hereinafter called the "Society".

**"Company"** means ICICI Lombard General Insurance Company Limited.

**"Contents"** means the following not used for Business or Business Purposes, so long as they are owned by the insured and/or family of insured and/or for which the insured and/or family of insured are legally responsible for -

- i) Electronic equipment, household appliances, household goods such as furniture, kitchen utensils, fixtures, fittings and interior decorations;
- ii) personal effects such as clothes and other articles of personal nature likely to be worn used or carried but excluding money but including jewelry and valuables.

**"Family, Them or They"** means the insured, insured's spouse and insured's children, insured's parents, and any other persons who:

- i) are and continue to be normally resident with the insured, and
- ii) not paying a rent.

**"His/Him/He"** wherever appears includes in all cases the masculine and feminine gender.

**"Home and/or Dwelling and/or premises"** means insured's private residence as stated in the Schedule, which is used or occupied mainly for domestic purposes by insured and/or insured's family and/or insured's domestic staff whether owned by insured or insured's family or otherwise.

**"Hospital"** means a place that:

- 1) operates primarily for the care and treatment of sick or injured persons, and
- 2) has a staff of one or more Medical Practitioners available at all times, and
- 3) provides 24-hour nursing service and has at least one registered professional nurse on duty at all times, and
- 4) has organized diagnostic and surgical facilities, either on the premises or in facilities available to the Hospital on a pre-arranged basis, and
- 5) is not, except incidentally, a clinic, nursing home, rest home, or convalescent home for the aged or mentally disturbed, or similar institution.

**"Kutcha" Construction** means buildings having walls and/or roofs of wooden planks, thatched leaves, grass, bamboo, plastic, cloth, asphalt, canvass, tarpaulin or the like.

**"Insured or Insured's"** means the person named in the Policy as the policyholder and/or his family.

**"Medical Expenses"** means expenses incurred on necessary medical or surgical treatment, services, or supplies.

**"Medical Practitioner"** means a person who holds a degree of a recognized institution and is registered by the Medical Council of the respective State of India.

**"Minimum Premium"** means the amount of Rs.50/-.

**"Period of Insurance"** means the period of time stated in the Schedule for which the policy is valid.

**"Policy"** means insured's proposal, the schedule, Company's covering letter to the insured, insuring clauses, definitions, exclusions, conditions and other terms contained herein and any endorsement attaching to or forming part hereof, either at inception or during the period of insurance.

**"Physical Separation"** means as regards the hand actual separation at or above the wrists, and as regards the foot means actual separation at or above the ankle.

**"Public Authority"** means any governmental, quasi-governmental organisation or any statutory body or duly authorised organisation with the power to enforce laws, exact obedience, command, determine or judge.

**"Pre-existing Condition"** means a condition for which care, treatment, or advice was recommended by or received from a Medical Practitioner or which was first manifested or contracted before the start of the period of insurance.

**"Replacement Cost"** means the cost, on the date of the loss or damage, of the lower of:

- 1) repairing the property with materials of similar kind and quality; or
- 2) replacing the property with new articles of similar kind, quality and usefulness; without any deduction for depreciation.

**"Resident Employee"/"Domestic staff"** means a person employed by the insured to perform duties in connection with the maintenance or use of the insured premises. This includes persons who perform household or domestic services or duties of a similar nature for the insured. This does not include persons while performing duties in connection with the insured's business.

**"Schedule"** means the schedule, and any annexure to it, attached to and forming part of this Policy.

**"Short Period Rates"** means rates of premium for periods shorter than one year, as per details below-

For a period not exceeding 15 days	10% of the annual rate
For a period not exceeding 1 month	15% of the annual rate
For a period not exceeding 2 months	30% of the annual rate
For a period not exceeding 3 months	40% of the annual rate
For a period not exceeding 4 months	50% of the annual rate
For a period not exceeding 5 months	60% of the annual rate
For a period not exceeding 6 months	70% of the annual rate
For a period not exceeding 7 months	75% of the annual rate
For a period not exceeding 8 months	80% of the annual rate
For a period not exceeding 9 months	85% of the annual rate
For a period exceeding 9 months	The full annual rate.

**"Sum insured"** means and denotes the amount of cover available under each benefit as stated in Part I of the Schedule or any revisions thereof based on claim settled, as stated in the scope of cover of the policy and, where appropriate, as more particularly described and limited per item insured in any annexure to the Schedule. This is the maximum that the Company will pay for each and every claim, and in all, under that benefit.

**"Theft"** means the misappropriation of contents by any person with the intention of permanently depriving the insured and/or insured's family of such contents and does not include larceny, pilferage and the like.

**"Works of Art"** means and includes all those items which are listed under this head in the Schedule and excludes easily breakable items like porcelain, pottery and the like.

### 2. Scope of Cover

The Company hereby agrees subject to the terms, conditions and exclusions herein contained or otherwise expressed herein, that, if during the policy period stated in Part I of the Schedule, any insured sustains loss or damage by causes hereinafter described, resulting in death, disability, property loss or damage and/or liability as are covered under the sections contained herein, the Company will pay to the insured, the amount of compensation as is reasonably and necessarily incurred thereof, by or on behalf of such insured, for any one incident or series of incidents in any one year during the policy period, but not exceeding the sum insured for the benefit as mentioned in Part I of the Schedule hereto, to the extent and the manner hereinafter provided.

Under each and every benefit hereunder, the deductible excess, if any, shall be of an amount as specified in Part I of the Schedule to this policy, unless otherwise specifically mentioned in the relevant benefit.

### 3. Exclusions

The Company shall not be liable to make any payment under this policy in connection with or in respect of any expenses whatsoever incurred by any insured in connection with or in respect of the exclusions as specifically stated in each coverage or benefit that is provided to the insured.

### 4. Basis of Assessment of Claims

Insofar as it relates to loss or damage to the insured's property with regard to which the insured shall make a claim under this policy and the Company shall accept such claim for payment, then the basis upon which the Company shall assess the claim shall be as follows :

- a) In the event of total loss, the Company will pay the Insured the market value of the item (or, if not readily available, then an item of equivalent but not better quality) as it existed immediately before the occurrence of the loss, less salvage value but limited nevertheless to the sum insured. However, the Company may instead (alone or with other Insurers), in the Company's sole and absolute discretion, reinstate, replace or repair the property or premises lost or any part thereof, but only to the extent and in the manner that circumstances permit.
- b) In the case of damage to a content:
  - i) If it is reasonably capable of repair, reinstatement, renewal or refurbishment, then the Company's payment to the insured will be based on the insured's reasonable costs incurred in restoring the damaged item to its condition immediately prior to the event that gave rise to the claim under this Policy.
  - ii) If the cost of replacement, repair, reinstatement, renewal or refurbishment of any content is equal to or exceeds the value of the lost or damaged content immediately before the occurrence of the damage, then the Company will pay the insured the value of the item as it existed immediately before the occurrence of the loss or damage, less salvage value, but limited nevertheless to the sum insured. The Company has the option to pay to the insured the market value of the content (or, if not readily available, then an item of equivalent but not better quality) as it existed immediately before the occurrence of the loss, less salvage value but limited nevertheless to the sum insured.
- c) The Company will pay the insured in Indian Rupees, subject to the insured's having provided to the Company proof that the replacement, reinstatement, repair, renewal or refurbishment has been effected by the insured, on an actuals basis, unless otherwise agreed to by the Company.
- d) The Company shall not make any payment for the cost of any enhancements, alterations, additions and/or improvements.
- e) Insofar as it relates to the coverage under the "Fire-Building & Contents" cover, if at the time of the happening of any event that gives rise to a claim under this policy, the sum insured thereon shall be found to be less than 85% of the market value of the property covered therein, then the amount of any claim relating thereto and payable as per terms of the policy shall be limited to that proportion of the loss which the sum insured bears to the said market value.

- f) If the insured has any other insurance(s) that would cover a claim under this policy, or would cover that claim but for the existence of this policy, then the Company's payment to the insured will represent a rateable proportion of the claim.
- g) Under no circumstances will the Company's liability to make payment exceed the sum insured under any particular benefit, as specified in Part I of the Schedule to this policy.

Note: The sum insured under the different benefits in the policy shall stand reduced by the amount/s of any claim/s settled by the Company. Automatic reinstatement of the sum insured after settlement of a particular claim is not available and must be specifically requested by the insured.

Provided however, that the above condition is not applicable to "Fire-Building & Contents" cover.

#### Claim Documents

Claim documents are listed hereunder-

- a) Claim Form of the Company duly completed and signed by the insured and/or insured's legal representative.
- b) Independent evidence of the event occurring, nature and extent of the loss such as
  - I) First Information Report
  - II) Investigation Report by the Police
  - III) Fire Brigade Report
  - IV) Estimate of the repairers
  - V) Invoice of the suppliers for replacement
  - VI) Final Bill of repairers
  - VII) Suppliers original Invoice for replacement
  - VIII) Court Summons
  - IX) Invoices of owned articles, if required
  - X) Proof of rent in dwelling and dwelling taken up as alternative accommodation
  - XI) GR/RR or Carrier's Invoice
  - XII) Rent Agreement
  - XIII) Proof to show withdrawal from Bank
  - XIV) Transport details for baggage loss
  - XV) Copies of the duplicate securities and copies towards proof of expenses paid for recovery of duplicate certificates
  - XVI) Medical Officers Certificate for death or disability
  - XVII) Hospital Bills for expenses for treatment
  - XVIII) Post Mortem Certificate wherever required
  - XIX) Legal opinion wherever required.

Any other document as may be appropriately applicable for the claims preferred under the different sections of the policy.

#### Claim Procedure

In case of an event occurring resulting in a claim under this policy, the insured and/or his legal representatives shall

- I) send an immediate notice to the Company of the said event and the nature of the loss thereunder;
- II) within a period of 14 days forward all relevant documents in evidence of the event and in support to the claim, unless otherwise agreed to by the Company; wherever, details pertaining to any incident which results in a claim, are conveyed by the insured to the insurer after reasonable period, insured shall provide the reasons of such delay to the insurer and insurer may on analysis of reasons provided by insured, may condone the delay in intimation of claim or delay in providing the required information/documents to the insurer.
- III) extend all assistance and cooperation to the Surveyor appointed by the company for the purpose of survey and assessment of the loss;
- IV) not do anything or tamper the affected property which would in any way enhance the extent of the loss or further diminish the value of the affected property;
- V) not commit for payment of any expenses or liability to third parties without the written consent of the Company.

#### 5. Limitation Period

In no case whatsoever shall the Company be liable for any loss or damage after the expiry of 12 months from the happening of the loss or damage unless the Claim is the subject of pending action or Arbitration; it being expressly agreed and declared that if the Company shall disclaim liability for any claim hereunder and such Claim shall not within 12 calendar months from the date of the disclaimer have been made the subject matter of a suit in a Court of Law then the claim for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

This policy consists of two sections:

**SECTION I** describes the insurance on the property of insured.

**SECTION II** describes the insurance for insured's legal liability for bodily injury or damage to property of others arising out of premises of insured or insured's personal actions, as also the insurance related to Personal Accident.

#### SECTION I – PROPERTY COVERAGES:

##### COVERAGE A1a & A1b : FIRE AND SPECIAL PERILS

**Note:** All articles of individual value equal to or more than ₹10,000/- need to be separately declared by the insured, failing which the value of such item/s for purpose of insurance and claim settlement shall be taken as equivalent to ₹10,000/-.

#### BENEFIT A1a & BENEFIT A1b –

##### FIRE (BUILDING & CONTENTS)

Section A1a - Applicable to Building

Section A1b - Applicable to Contents

IN CONSIDERATION OF the Insured named in the Schedule hereto having paid to the ICICI Lombard General Insurance Company Limited (hereinafter called the Company) the full premium mentioned in the said schedule, THE COMPANY AGREES, (Subject to the Conditions and Exclusions contained herein or endorsed or otherwise expressed hereon) that if after payment of the premium the Property insured described in the said Schedule or any part of such Property be destroyed or damaged by any of the perils specified hereunder during the period of insurance named in the said schedule or of any subsequent period in respect of which the Insured shall have paid and the Company shall have accepted the premium required for the renewal of the policy, the Company shall pay to the Insured the value of the Property at the time of the happening of its destruction or the amount of such damage or at its option reinstate or replace such property or any part thereof:

#### I Fire

Excluding destruction or damage caused to the property Insured by

- a) i) its own fermentation, natural heating or spontaneous combustion.
- ii) its undergoing any heating or drying process.
- b) burning of property insured by order of any Public Authority.

#### II Lightning

#### III Explosion/Implosion

Excluding loss, destruction of or damage

- a) to boilers (other than domestic boilers), economizers or other vessels, machinery or apparatus (in which steam is generated) or their contents resulting from their own explosion/implosion,
- b) caused by centrifugal forces.

#### IV Aircraft Damage

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

#### V Riot, Strike and Malicious Damage

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

- a) total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.
- b) Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority.
- c) Permanent or temporary dispossession of any building or plant or unit of machinery resulting from the unlawful occupation by any person of such building or plant or unit or machinery or prevention of access to the same.
- d) Burglary, housebreaking, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any malicious act.

If the Company alleges that the loss/damage is not caused by any malicious act, the burden of proving the contrary shall be upon the insured.

#### Terrorism Damage Exclusion Warranty :

Notwithstanding any provision to the contrary within this insurance it is agreed that this insurance excludes loss, damage cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and / or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.

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

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

#### VI Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation

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

#### VII Impact Damage

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

#### VIII Subsidence and Landslide including Rock slide

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

- a) the normal cracking, settlement or bedding down of new structures
- b) the settlement or movement of made up ground
- c) coastal or river erosion

- d) defective design or workmanship or use of defective materials
- e) demolition, construction, structural alterations or repair of any property or groundworks or excavations.

**IX Bursting and/or overflowing of Water Tanks, Apparatus and Pipes**

**X Missile Testing operations**

**XI Leakage from Automatic Sprinkler Installations**

Excluding loss, destruction or damage caused by

- a) Repairs or alterations to the buildings or premises.
- b) Repairs, Removal or Extension of the Sprinkler Installation.
- c) Defects in construction known to the insured.

**XII Bush Fire**

Excluding loss destruction or damage caused by Forest Fire.

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

**(A) GENERAL EXCLUSIONS**

1. This Policy does not cover (not applicable to policies covering dwellings)
  - a) The first 5% of each and every claim subject to a minimum of ₹10,000 in respect of each and every loss arising out of "Act of God perils" such as Lightning, STFL, Subsidence, Landslide and Rock slide covered under the policy
  - b) The first ₹10,000 for each and every loss arising out of other perils in respect of which the Insured is indemnified by this policy

The Excess shall apply per event per insured.
2. Loss, destruction or damage caused by war, invasion, act of foreign enemy hostilities or war like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
3. Loss, destruction or damage directly or indirectly caused to the property insured by
  - a) ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - b) the radio active, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
4. Loss, destruction or damage caused to the insured property by pollution or contamination excluding
  - a) pollution or contamination which itself results from a peril hereby insured against.
  - b) any peril hereby insured against which itself results from pollution or contamination
5. Loss, destruction or damage to bullion or unset precious stones, any curios or works of art for an amount exceeding ₹ 10000/-, 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.
6. Loss, destruction or damage to the stocks in Cold Storage premises caused by change of temperature.
7. Loss, destruction or damage to any electrical machine, apparatus, fixture, or fitting arising from or occasioned by over-running, excessive pressure, short circuiting, arcing, self heating or leakage of electricity from whatever cause (lightning included) provided that this exclusion shall apply only to the particular electrical machine, apparatus, fixture or fitting so affected and not to other machines, apparatus, fixtures or fittings which may be destroyed or damaged by fire so set up.
8. Expenses necessarily incurred on (i) Architects, Surveyors and Consulting Engineer's Fees and (ii) Debris Removal by the Insured following a loss, destruction or damage to the Property insured by an insured peril in excess of 3% and 1% of the claim amount respectively.
9. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
10. Loss or damage by spoilage resulting from the retardation or interruption or cessation of any process or operation caused by operation of any of the perils covered.
11. Loss by theft during or after the occurrence of any insured peril except as provided under Riot, Strike, Malicious and Terrorism Damage cover.
12. Any Loss or damage occasioned by or through or in consequence directly or indirectly due to earthquake, Volcanic eruption or other convulsions of nature.
13. 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.

**(B) GENERAL CONDITIONS**

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

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

Notwithstanding the above, the Company subject to an express notice being given as soon as possible but not later than seven days of any such fall or displacement may agree to continue the insurance subject to revised rates, terms and conditions as may be decided by it and confirmed in writing to this effect.

3. Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the Insured, before the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the policy by or on behalf of the Company :-

- a) If the trade or manufacture carried on be altered, or if the nature of the occupation or other circumstances affecting the building insured or containing the insured property be changed in such a way as to increase the risk of loss or damage by Insured Perils.
- b) If the building insured or containing the insured property becomes unoccupied and so remains for a period of more than 30 days.
- c) If the interest in the property passes from the Insured otherwise than by will or operation of law.

4. This insurance does not cover any loss or damage to property which, at the time of the happening of such loss or damage, is insured by or would, but for the existence of this policy, be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected.

5. This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the premium at customary short period rate for the time the policy has been in force. This insurance may also at any time be terminated at the option of the Company, on 15 days' notice to that effect being given to the Insured, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.

6. a) On the happening of any loss or damage the Insured shall forthwith give notice thereof to the Company and shall within 15 days after the loss or damage, or such further time as the Company may in writing allow in that behalf, deliver to the Company

- i) A claim in writing for the loss or damage containing as particular an account as may be reasonably practicable of all the several articles or items or property damaged or destroyed, and of the amount of the loss or damage thereto respectively, having regard to their value at the time of the loss or damage not including profit of any kind.

- ii) Particulars of all other insurances, if any.

The Insured shall also at all times at his own expense produce, procure and give to the Company all such further particulars, plans, specification books, vouchers, invoices, duplicates or copies thereof, documents, investigation reports (internal/external), proofs and information with respect to the claim and the origin and cause of the loss and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of the liability of the Company as may be reasonably required by or on behalf of the Company together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

No claim under this policy shall be payable unless the terms of this condition have been complied with

- b) In no case whatsoever shall the Company be liable for any loss or damage after the expiration of 12 months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration; it being expressly agreed and declared that if the Company shall disclaim liability for any claim hereunder and such claim shall not within 12 calendar months from the date of the disclaimer have been made the subject matter of a suit in a court of law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

7. On the happening of loss or damage to any of the property insured by this policy, the Company may

- a) enter and take and keep possession of the building or premises where the loss or damage has happened.
- b) take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage.
- c) keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same.
- d) sell any such property or dispose of the same for account of whom it may concern.

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

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

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

8. If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under the policy or if the loss or damage be occasioned by the willful act, or with the connivance of the Insured, all benefits under this policy shall be forfeited.

9. If the Company at its option, reinstate or replace the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or join with any other Company or Insurer(s) in so doing, the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage nor more than the sum insured by the Company thereon. If the Company so elect to reinstate or



replace any property the Insured shall at his own expense furnish the Company with such plans, specifications, measurements, quantities and such other particulars as the Company may require, and no acts done, or caused to be done, by the Company with a view to reinstate or replace shall be deemed an election by the Company to reinstate or replace.

If in any case the Company shall be unable to reinstate or repair the property hereby insured, because of any municipal or other regulations in force affecting the alignment of streets or the construction of buildings or otherwise, the Company shall, in every such case, only be liable to pay such sum as would be requisite to reinstate or repair such property if the same could lawfully be reinstated to its former condition.

10. If the property hereby insured shall at the breaking out of any fire or at the commencement of any destruction of or damage to the property by any other peril hereby Insured against be collectively of greater value than the sum Insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of the policy shall be separately subject to this condition.
11. If at the time of any loss or damage happening to any property hereby insured there be any other subsisting insurance or insurances, whether effected by the Insured or by any other person or persons covering the same property, this Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.
12. The Insured shall at the expense of the Company do and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated, upon its paying for or making good any loss or damage under this policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the Company.
13. If any dispute or difference shall arise as to the quantum to be paid under this policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

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

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this policy that the award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained.

14. Every notice and other communication to the Company required by these conditions must be written or printed.
15. At all times during the period of insurance of this policy the insurance cover will be maintained to the full extent of the respective sum Insured in consideration of which upon the settlement of any loss under this policy, pro-rata premium for the unexpired period from the date of such loss to the expiry of period of insurance for the amount of such loss shall be payable by the Insured to the Company.

The additional premium referred above shall be deducted from the net claim amount payable under the policy. This continuous cover to the full extent will be available notwithstanding any previous loss for which the company may have paid hereunder and irrespective of the fact whether the additional premium as mentioned above has been actually paid or not following such loss. The intention of this condition is to ensure continuity of the cover to the Insured subject only to the right of the company for deduction from the claim amount, when settled, of pro-rata premium to be calculated from the date of loss till expiry of the policy.

Notwithstanding what is stated above, the Sum Insured shall stand reduced by the amount of loss in case the Insured immediately on occurrence of the loss exercises his option not to reinstate the sum insured as above.

#### **A2a & A2b:**

#### **EXTENSION AGAINST EARTHQUAKE PERIL**

Section A2a - Applicable to building

Section A2b - Applicable to contents

Extension cover shall be granted only if the entire property in one complex / compound / location covered under the policy is extended to cover this risk and the Sum Insured for this extension is identical to the Sum Insured against the risk covered under main policy except for the value of the plinth and foundations of the building(s).

Policy may be extended to cover the above subject to following endorsement wordings:

If option to delete STFI peril is exercised

"In consideration of the payment by the Insured to the Company of the sum of \_\_\_\_\_ additional premium, it is hereby agreed and declared that notwithstanding anything stated in the printed exclusions of this policy to the contrary, this Insurance is extended to cover loss or damage (including loss or damage by fire) to any of the property Insured by this policy occasioned by earthquake including Landslide / Rockslide resulting therefrom but excluding flood or overflow of the sea, lakes, reservoirs and rivers caused by Earthquake.

Provided always that all the conditions of this policy shall apply (except in so far as they may be hereby expressly varied) and that any reference therein to loss or damage by fire shall be deemed to apply also to loss or damage directly caused by any of the perils which this insurance extends to include by virtue of this endorsement."

In the event of the Insured making any claim for loss or damage under this policy he must (if so required by the Company) prove that the loss or damage was occasioned by or through or in consequence of earthquake".

Excess – 5% of each and every claim subject to a minimum of ₹ 10,000/-

If option to delete STFI peril is not exercised

"In consideration of the payment by the Insured to the Company of the sum of \_\_\_\_\_ additional premium, it is hereby agreed and declared that notwithstanding anything stated in the

printed exclusions of this policy to the contrary, this Insurance is extended to cover loss or damage (including loss or damage by fire) to any of the property Insured by this policy occasioned by or through or in consequence of earthquake including flood or overflow of the sea, lakes, reservoirs and rivers and/or Landslide / Rockslide resulting therefrom.

Provided always that all the conditions of this policy shall apply (except in so far as they may be hereby expressly varied) and that any reference therein to loss or damage by fire shall be deemed to apply also to loss or damage directly caused by any of the perils which this insurance extends to include by virtue of this endorsement."

In the event of the Insured making any claim for loss or damage under this policy he must (if so required by the Company) prove that the loss or damage was occasioned by or through or in consequence of earthquake".

Excess – 5% of each and every claim subject to a minimum of ₹10,000/-

#### **BENEFIT A3:**

#### **ADDITIONAL EXPENSES OF RENT FOR ALTERNATIVE ACCOMMODATION**

#### **Benefit Terms and Conditions**

Policy may be extended to cover the above subject to following :

Additional expenses of rent for an alternative accommodation in respect of non-manufacturing risks may be covered on the following basis :

- 1) The cover may be granted for non-manufacturing premises only.
- 2) The cover may be granted under the Policy and not under Consequential Loss (Fire) Policy.
- 3) The period of indemnity may be limited to the period during which the original premises remain untenable as a result of occurrence of perils insured against. Maximum indemnity period not to exceed 3 (three) years.
- 4) The additional expense recoverable under the policy may be additional rent actually paid i.e. the difference between the new and the original rent only.
- 5) Certificate from the Local Municipal Authority or an Architect to the effect that premises in question are untenable will be accepted as adequate proof of the fact that the premises, in fact, have become untenable.
- 6) Insurance should be granted against Fire, Riot, Strike, Malicious and Terrorist Damage and Earthquake (Fire & Shock) and other Extraneous Perils. Cover against Riot, Strike, Malicious and Terrorist Damage should be granted only if it involves actual physical damage to the building. The cover does not intend to pay, if for instance, the insured's entry is barred by strikers, demonstrators and similar occurrences.
- 7) The cover may be limited to buildings other than those of "Kutchra" construction.
- 8) The area for alternative accommodation may be equivalent to the area presently occupied. However, no restriction will apply in respect of locality for the alternative accommodation, so long as the alternative accommodation is taken in the same city or town.
- 9) Cover may be permitted to the tenant as also to the Owner-Occupant. Further, in respect of the Owner-Occupant, the alternative accommodation may be limited to the area presently under his occupation.
- 10) For the Owner-Occupant, since he will not be paying any rent based on the area occupied by him (in comparison with the actual rent being paid by the tenant in the same building or similar buildings in the same locality) the standard rent based on the rateable values fixed by Municipal/Revenue Authorities for tax purposes may be treated as the original rent for the purpose of this insurance.
- 11) It will be compulsory for:
  - a) the Owner-Occupant to insure both building and contents.
  - b) the tenant to insure the contents of the premises for which he is seeking this extension

Endorsement wording for insurance of rent for alternative accommodation Tenant or Owner-Occupant:

It is hereby declared that in the event of the premises described in the policy 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 Company 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 of six months whichever is earlier.

Provided that the liability of the Company should not exceed the sum insured mentioned in Schedule I of this policy.

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 Company shall be proportionately reduced.

#### **SPECIAL CONDITIONS:**

- 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 "Kutchra" Construction.
- 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.

#### **EXPLANATION:**

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

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.

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.

#### **BENEFIT A4 :**

##### **LOSS OF RENT**

POLICY may be extended to cover the above subject to following:

Where loss of rent caused by Insured Perils is covered, the following Rent Clause should be inserted in the Policy:-

“The insurance on rent applies only if (any of) the said building(s) or any part thereof is unfit for occupation in consequence of its destruction or damage by the perils insured against and then the amount payable shall not exceed such portion of the sum insured on Rent as the period necessary for reinstatement bears to the term of the Rent Insured”.

##### **COVERAGE B: BURGLARY & THEFT**

###### **Benefit Terms & Conditions**

This benefit is for any loss and/or damage caused by burglary or theft and/or attempted burglary, to the contents of insured's dwelling.

The Company's liability under this benefit is limited as follows:

- 1) For damage due to attempted theft or burglary shall be limited to the amount actually payable for repair or replacement of locks, damage to door, or windows, if any.
- 2) The total liability of the Company for loss or damage due to attempted theft or burglary shall not exceed ₹ 5,000/- in any one year irrespective of the number of such incidents or occurrences arising out of such incidents.
- 3) The insurance cover under the policy shall automatically include all items acquired by the insured during the policy period, provided that all articles of individual value more than or equal to ₹ 10,000/-, shall be immediately declared by the insured to the Company, failing which the value of such item/s for the purposes of this benefit and claim settlement shall be taken as equivalent to ₹ 10,000/-.
- 4) Insurance as regards jewelry, gold ornaments, silver articles and precious stones is only against burglary and does not cover theft.
- 5) Insurance for jewelry, gold ornaments, silver articles and precious stones, shall also extend to cover such items whilst kept stored in Bank vault/s. As regards jewelry, gold ornaments, silver articles and precious stones of individual value greater than ₹ 10,000/-, insurance cover shall only obtain if all such items have been specifically declared by the insured, and noted by the Company, in the prescribed form.

For settlement of claims under this benefit, the market value of the jewelry, gold ornaments, silver articles and precious stones kept in the dwelling, as also stored in bank vaults, shall be collectively taken into account for application of condition of average, subject to a deductible excess of ₹ 5,000/- for jewelry, gold ornaments, silver articles and precious stones.

The Company's liability for any claim for loss or damage shall be limited to the inherent value of the metal or precious stones only, as the case may be, and will exclude any additional value added thereon.

- 6) The Company's liability shall be subject to a deductible excess of an amount as specified in Part I of the Schedule to the policy, for any and all claims arising in a particular year.

The Company's liability under this benefit shall not exceed the sum insured as specified in Part I of the Schedule to the policy.

###### **Exclusions**

The Company shall not be liable to make any payment under this policy in connection with or in respect of any expenses whatsoever incurred by any insured in connection with or in respect of:

- 1) loss or damage caused by the insured's and/or insured's domestic staff direct and/or indirect involvement in the actual or attempted burglary or theft;
- 2) any loss or damage to, or on account of loss of, livestock, motor vehicles, pedal cycles, money, securities for money, stamp, bullion, deeds, bonds, bills of exchange, promissory notes, stock or share certificates, business books, manuscripts, documents of any kind, ATM debit or credit cards (unless previously specifically declared to, and accepted by, the Company);
- 3) the loss or damage occurring while insured's dwelling is unoccupied, for a period of more than 30 days consecutively, and if the insured had not previously informed the Company of the same and obtained its written consent/approval.
- 4) loss or damage to any property illegally acquired, kept, stored, or property subject to forfeiture in any manner whatsoever;

##### **COVERAGE C: ADDITIONAL BENEFITS**

###### **BENEFIT C1 :**

###### **UNIT IMPROVEMENTS AND BETTERMENTS**

###### **Benefit Terms & Condition**

This benefit is for the same perils as are covered in “Fire and Special Perils-Building & Contents” benefit as contained in the Part II of the Schedule and subject to the same terms and conditions, exclusions and extensions.

This benefit is solely for:

- 1) The betterments or improvements to the dwelling carried out by the insured after acquisition of such dwelling which is acquired by the insured and is itself insured under a separate policy or arrangement; or
- 2) If insured is a tenant and carries out betterments or improvements to the dwelling occupied by the insured in the form of partitions, other interiors, fixtures and fittings and the like.

Provided that the Company's liability shall not exceed the sum insured as specified in Part I of the Schedule to the policy.

###### **BENEFIT C2 :**

###### **LOSS ASSESSMENT COVERAGE**

###### **Benefit Terms & Conditions**

This benefit is for any amount that the insured is called upon or required by a registered Cooperative Housing Society to contribute towards the share of the loss or damage to the building by a peril insured against, under the “Fire-Building & Contents” benefit, procured on behalf of the members of such Society, provided that such a contribution is required by any law, rule or regulation for the time being in force, or by any governing rules, regulations or bye-laws of the Society, as may be applicable to the insured.

Insurance cover under this benefit is applicable wherever the insured is a member of a registered Cooperative Housing Society (on ownership basis) and is the title-holder of a dwelling, or part thereof, in the building of such Cooperative Housing Society.

This benefit covers the insured only if such loss or damage occurs in an area which is common to all members of the Society like stair-cases, passages, elevators, common rooms, and areas of like nature.

Provided that the Company's liability shall not exceed the sum insured as specified in Part I of the Schedule to the policy.

###### **BENEFIT C3 :**

###### **TENANTS' LEGAL LIABILITY**

###### **Benefit Terms & Conditions**

This benefit is for any legal liability imposed on the insured, due to unintentional property damage caused by the insured, wherein the loss or damage to the property is caused by fire, explosion or water damage to property in form of building or contents owned by or belonging to another and used by the insured in the capacity of a tenant or a person holding them in custody for which the insured is legally responsible.

Provided that the Company's liability shall not exceed the sum insured as specified in Part I of the Schedule to the policy.

###### **Exclusions**

The Company shall not be liable to pay compensation for any contractual liability of the insured.

###### **BENEFIT C4 :**

###### **CREDIT OR DEBIT CARDS , CHEQUE FORGERY**

###### **Benefit Terms & Conditions**

- 1) This benefit is for:
  - a) The insured's obligation under the law in connection with the theft or unauthorised use by any person, other than the insured person, of Credit, Debit or Automated Teller cards validly issued to the insured, if the insured has complied with all the conditions governing such card.
  - b) Any loss to the insured caused by forgery or alteration of Cheques, Drafts or other negotiable instruments issued by, or in favour of, the insured.
- 2) This benefit shall exclude any losses arising out of the use of a card by any person living in the insured's household or any person entrusted with the card by the insured.
- 3) The insured to promptly inform the issuer of the Card and to the Company within 48 hours of loss of such Card, or within such other lesser period as is mentioned in the conditions governing the Card. Non-compliance with this condition shall result in inadmissibility of a claim under this benefit.
- 4) In the event of any legal action being brought against the insured concerning misuse of the Cards relating to any payment demanded from the insured, which may result in a claim under the policy, the Company may at its sole discretion bear the costs of legal defence of the insured.

Provided that the Company's liability shall not exceed the sum insured as specified in Part I of the Schedule to the policy.

###### **BENEFIT C5 :**

###### **GLASS BREAKAGE**

###### **Benefit Terms & Conditions**

This benefit is for loss or damage to any fixed glass other than that which are specifically excluded hereunder, caused by any accidental, external and visible means.

Provided that the Company's liability shall not exceed the sum insured as specified in Part I of the Schedule to the policy.

###### **Exclusions**

The Company shall not be liable to make any payment under any benefit in connection with or in respect of any expenses whatsoever incurred by any insured in connection with or in respect of loss or damage to glass:

- 1) occurring while the dwelling is under construction or vacant for a continuous period of 7 days, even if notice of construction or vacancy has been given to the Company;
- 2) which is embossed, silvered, lettered, ornamental, curved or any other glass whatsoever, other than glass which is plain and of ordinary glazing quality, unless specifically declared to, and accepted by, the Company;
- 3) occurring during the course of removal, alteration or repairs of such glass in or in the proximity of the insured's dwelling.
- 4) by any perils covered under “Fire and Special Perils-Building & Contents” coverage in this Part II of the policy.

###### **BENEFIT C6 :**

###### **LOSS OF CONTENTS WHILST IN TRANSIT**

###### **Benefit Terms and Conditions**

- 1) This benefit is for loss of, or damage to, any of the possessions/contents of the dwelling insured under this policy, whilst in transit from the insured's dwelling to any new accommodation during transit by air, rail or lorry under a contract of affreightment, against loss or damage caused by Fire, Lightning, Breakage of bridges and Collision/overturning/derailment of the carrying vehicle or any accident of like nature.

The liability of the Company under this benefit shall be limited to the assessed cost of repairs or replacement, if required, on actual cash value. This cover shall be valid upto such time as the insured property reaches the alternative accommodation, including customary transshipment, if any.

- 2) Prior written notice of the transit of the possessions/contents of the dwelling insured being undertaken should be given to the Company, citing details of mode of conveyance, nature of packing, and other relevant details (including Lorry Receipt No./Airway Bill, etc. as may be applicable), prior to commencement of such transit.

Provided that the Company's liability shall not exceed the sum insured as specified in Part I of the Schedule to the policy.

#### **Exclusions**

The Company shall not be liable to make any payment under this benefit in connection with or in respect of any expenses whatsoever incurred by any insured in connection with or in respect of:

- 1) Goods which are not transported with customary packing or with packing not in accordance with standard market practice and safety measures.
- 2) Multiple transits or more than a single transit during the policy period.

#### **BENEFIT C7 :**

##### **LOSS OF CASH WHILST IN TRANSIT**

###### **Benefit Terms and Conditions**

This benefit is for the loss of money in coins and/or notes by reason of burglary, robbery or theft while such money is in the insured's possession and is being conveyed by the insured to the insured's dwelling from the insured's bank/s or ATM, as the case may be.

Provided that the Company's liability shall not exceed the sum insured as specified in Part I of the Schedule to the policy.

#### **Exclusions**

The Company shall not be liable to make any payment under this benefit in connection with or in respect of any expenses whatsoever incurred by any insured in connection with or in respect of:

- 1) second or subsequent transit in any one day. For the purposes of this benefit, "transit" is defined as conveyance of cash from the bank/ATM to the insured's dwelling and covers movement of the insured to any other place en route, within the defined municipal limits of such dwelling.
- 2) cases where the loss is not supported by an immediate notice to the Police authorities and the Company, (alongwith a copy of the First Information Report (FIR)).

#### **BENEFIT C8 :**

##### **IMPACT DAMAGE DUE TO CONSTRUCTION IN THE NEIGHBOURHOOD**

###### **Benefit Terms & Conditions**

This benefit is for any loss or damage to the building and/or contents of the insured caused by a direct impact due to construction in the neighbourhood or proximate area of the property, subject to the exclusions specified herein.

For the purposes of this benefit, "neighbourhood or proximate area" shall be considered as the adjacent dwelling/building.

Provided that the Company's liability shall not exceed the sum insured as specified in Part I of the Schedule to the policy.

#### **Exclusions**

The Company shall not be liable to make any payment under any benefit in connection with or in respect of any expenses whatsoever incurred by any insured in connection with or in respect of:

- 1) Breakage of glassware, lens, marble, porcelain and other fragile or brittle articles of like nature.
- 2) Fine Arts, valuables or articles of irreplaceable nature.
- 3) loss or damage due to-
  - a) falling tools or implements that are dropped by workmen
  - b) water damage
  - c) intentional or wilful acts of any person causing loss or damage
  - d) damage due to repairs

#### **BENEFIT C9 :**

##### **PROPERTY REMOVED**

###### **Benefit Terms & Conditions**

This benefit is for any loss or damage for any contents insured under this policy, while such contents are removed from the dwelling of the insured to a place of safety, consequent upon the operation of an insured peril under "Fire – Building & Contents" benefit as an immediate measure to prevent or arrest further loss.

Such loss or damage to the removed contents should have occurred due to the operation of any of the perils under "Fire-Building & Contents" benefit;

This benefit is not available if more than 90 days have elapsed since the contents were removed from the dwelling to the place of safety.

The Company's liability shall not exceed the sum insured as specified in Part I of the Schedule to the policy.

#### **BENEFIT C10 :**

##### **All Risk – Functional Equipment**

###### **Benefit Terms & Conditions**

This benefit is for any loss or damage to the items specified in the schedule arising out of any unexpected, unforeseen and sudden physical damage caused by or due to mechanical and/or electrical causes other than those specifically excluded hereunder, and the coverage shall be confined to such losses or damages as occurring within the insured's dwelling.

It is a condition that the individual items shall be insured for their replacement value current as on the date of declaration.

The coverage, in so far as it relates to the electronic data processing equipment insured hereunder, is extended to indemnifying the insured towards reasonable expenses incurred in recreating any

personal data stored on the equipment insured hereunder consequent upon loss or damage to the data caused by an insured peril, subject to a maximum liability of ₹ 5,000/-. This coverage specifically excludes coverage on business records or business data stored in the insured equipment.

The list of items is shown hereunder-

- a) Domestic Appliances
- b) Hi Value Electronics

For the purposes of this benefit, Domestic appliances means Television/s, Tape recorders, Radios, Refrigerator/s, Washing Machine/s, Micro Wave Oven/s, Mixers/Grinders/Food Processor/s, Oven/s, Cooking Range/s and such other house hold appliances declared and accepted by the Company for insurance.

For the purposes of this benefit, Hi Value Electronics means Music System/s, DVD Players, Home Computer/s (including peripherals like Printer, PC Cameras, Speakers, and all equipment connected and linked to the Home Computer), Home Theatre Systems and such other house hold appliances as may be declared, and accepted by the Company.

The Company's liability shall not exceed the sum insured as specified in Part I of the Schedule to the policy.

#### **Exclusions:**

The Company shall not be liable to make any payment under this benefit in connection with or in respect of any expenses whatsoever incurred by any insured in connection with or in respect of:

- 1) loss or damage caused by or arising out of wilful act or wilful gross negligence of the insured.
- 2) any loss, damage or defect existing in the equipment as at the time of commencement of this cover.
- 3) loss or damage for which the manufacturer or supplier of the property is responsible whether by contract or otherwise.
- 4) cost of transport to the repair shop and back to the insured's dwelling of any insured item arising out of any damage to such item.
- 5) loss of or damage to any insured item by perils which are insurable/insured independently.

#### **Basis of indemnity:**

Where damage to an insured item can be repaired, then, the Company will pay the actual cost of repairs. If the cost of repairs exceeds the market value as on the date of loss, or if the item is totally damaged or destroyed, the Company shall pay the market value of the item as on the date of the loss or the sum insured, whichever is less.

In case of total loss settlement, the salvage amount, if any, shall accrue to the benefit of the Company.

#### **BENEFIT C11:**

##### **ALL RISK - SPECIFIED ARTICLES**

###### **Benefit Terms & Conditions**

This benefit is for all accidental loss or damage to the property as specifically described in Part I of the Schedule to the policy with individual values, whilst in the dwelling or carried as personal baggage outside such dwelling.

Provided that the Company's liability shall not exceed the sum insured as specified in Part I of the Schedule to the policy.

#### **Exclusions**

- 1) The Company shall not be liable to make any payment under any benefit in connection with or in respect of any expenses whatsoever incurred by any insured in connection with or in respect of:
  - a) any property illegally acquired, kept, stored or transported, or property subject to forfeiture;
  - b) breakage of glassware, lens, marble, porcelain and other fragile or brittle articles of like nature unless the loss is caused by fire, earthquake, explosion, falling object striking the exterior of the building, flood, impact by aircraft or land vehicle, lightning, riot, smoke, vandalism or malicious acts, windstorm or hail, or by any accident to land vehicle, watercraft or aircraft, or by theft or attempted theft.
  - c) loss or damage to accessories attached to a Pedal Cycle by theft unless the pedal cycle is stolen at the same time.
  - d) any item of a perishable nature.
- 2) The Company shall also not be liable for loss or damage caused by or resulting from:
  - a) wear and tear, deterioration, inherent vice, latent defect or mechanical or electrical breakdown;
  - b) loss or damage caused by the mechanical derangement or over winding of watches and clocks.
  - c) birds, vermin, bats, rodents, insects, domestic or domesticated animals;
  - d) any nuclear incident as defined in the nuclear liability act/s, law or statute, or any law amendatory thereof, or nuclear explosion of natural, coal or manufactured gas;
  - e) contamination by radioactive material;
  - f) war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
  - g) electrical currents other than lightning, which damage electrical devices or appliances, unless fire or explosion follows, and then only for the resulting damage;
  - h) accidental erasure of electrical recordings due to operator error;
  - i) to items in personal baggage caused by or arising from the leakage, spilling or explosion of liquids, oils or similar materials, or articles of a dangerous or damaging nature.
  - j) any process or work being performed where the damage results from such process or work;
  - k) any intentional or criminal act or failure to act by:
    - i) any person insured by this policy; or
    - ii) any other person at the direction of any person insured by this policy.



**Basis of indemnity:**

- 1) In case of any loss or damage which is repairable, the Company shall pay reasonable cost of repairs not exceeding the sum insured as specified in Part I of the Schedule in respect of that individual item.
- 2) In case of total loss for items other than jewelry, gold ornaments, silver articles, precious stones and fine arts, the Company shall pay the market value of such items. The market value shall be limited to the weight of gold declared and shall exclude any value added for making, decorating or any other incidental charges of like nature for jewelry, gold ornaments, silver articles, precious stones. Provided, however, that the maximum liability of the Company shall be limited to the sum insured as specified in Part I of the Schedule. In respect of any loss or series of losses arising out of one event and for all losses during the period of the policy, the Company's liability shall be limited as specified in Part I of the Schedule to this policy.  
All declarations of jewelry, gold ornaments and silver articles of individual value over ₹ 20,000/-, and all precious stones irrespective of their value, must necessarily be accompanied by a Valuation certificate from a professional valuer.  
The deductible excess for jewelry, gold ornaments, silver articles and precious stones in cases involving theft shall be ₹ 5,000/-.
- 3) In case of total loss of fine arts, jewelry, gold ornaments, silver articles and precious stones, the Company shall pay the sum insured as specified in Part I of the Schedule to the policy.
- 4) As regards jewelry, gold ornaments, silver articles, precious stones and fine arts of individual value more than ₹ 10,000/-, this benefit shall be available only if all such items have been specifically declared by the insured, and accepted by the Company.
- 5) As regards "Securities", the Company's liability shall be limited to the cost of obtaining the duplicate of the lost "Securities" from the concerned issuer of such "Securities". Expenses towards reinstatement payable by the Company would include expenses incurred towards filing of Police Reports, legal fee, affidavits and any expenses or fee to be paid to any Agency towards proper reinstatement of the Securities.
- 6) 'Pair & Set' - where any item insured consists of articles in pair or set, the Company's liability in respect thereof shall not exceed the proportionate 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.

**BENEFIT C12 :****EXPENSES TOWARDS TEMPORARY RE-SETTLEMENT****Benefit Terms and Condition**

This benefit is for and towards expenses incurred by the insured if the insured has taken alternative accommodation on rent due to the insured's dwelling or part thereof being rendered unfit for occupation because of loss or damage by any peril insured against. This benefit shall be for actual expenses incurred by the insured for packing, unpacking and transportation of the insured's possessions/dwelling contents, from the insured's dwelling or part thereof, to the dwelling to be occupied by the insured as alternative accommodation.

Provided that the Company's liability shall not exceed the sum insured as specified in Part I of the Schedule to the policy.

**Exclusions**

The Company shall not be liable to make any payment under this policy in connection with or in respect of any expenses whatsoever incurred by any insured in connection with or in respect of:

- 1) loss or damage to the insured's contents while being packed, loaded, transported, unloaded and installed at the alternative accommodation;
- 2) any consequential losses.
- 3) any expenses incurred that are not supported by actual bills/receipts/cash memos.

**SECTION II: LIABILITY COVERAGES****BENEFIT E1:****PUBLIC LIABILITY****Benefit Terms & Conditions**

This benefit shall be for those sums that the insured becomes legally liable to pay, including litigation expenses (if incurred with the Company prior written consent) and any amount in compensation, by virtue of the following items as specified occurring in and about the insured's dwelling:

- 1) accidental death or bodily injury to any person other than the insured or the insured's resident employee/domestic staff. This benefit shall be limited to the sum insured for any one accident or series of accidents arising from any one event or cause, and for all accidents during the period of insurance, and,
- 2) accidental damage to property of any person other than the insured or insured's resident employee/domestic staff. This benefit shall be limited to the sum insured for any one accident or series of accidents arising from any one event or cause, and for all accidents during the period of insurance,

Provided that the Company's liability shall not exceed the sum insured as specified in Part I of the Schedule to the policy.

**BENEFIT E2:****EMPLOYERS LIABILITY:****Benefit Terms & Conditions**

This benefit is for the legal liability of the insured towards the insured's resident employees/domestic staff for death or bodily injury.

Provided that the Company's liability shall not exceed the sum insured as specified in Part I of the Schedule to the policy.

**Exclusions**

The Company shall not be liable to make any payment under this policy in connection with or in respect of any expenses whatsoever incurred by any insured in connection with or in respect of:

- 1) accidental death, bodily injury or property damage arising out of or incidental to:
  - a) the insured's profession or business, trade or employment, or
  - b) any liability voluntarily assumed by the insured unless with the prior consent of the Company.

- c) the insured's ownership, possession, or custody of animals, vehicles, airborne or water borne vessels or craft of any kind, or any mechanically propelled vehicle other than gardening equipment and wheelchairs, or
- d) the transmission of any communicable disease or virus;
- 2) for any amount in excess of the sum insured for each and every claim and for all claims.
- 3) any accident, death, bodily injury loss or damage caused whilst the insured's pedal cycle is being used for hire or reward, racing or pace making, anywhere within India.
- 4) for liability which the insured has assumed by contract unless the insured's liability would have legally attached even if no contract had been in force.

**BENEFIT E3****MEDICAL/HOSPITAL EXPENSES TO THIRD PARTY****Benefit Terms & Conditions**

This benefit is for reasonable medical expenses incurred by any person rendering emergency assistance towards minimisation of any loss caused by any of the insured perils as are specified in "Fire-Building & Contents" and/or "Burglary & Theft" benefits in this policy, provided that

- 1) such person has visited the premises, and such visit is at the invitation of the insured for rendering such assistance, and
- 2) such payment shall be on the basis of actual expenses incurred by the visitor and which has been reimbursed to such visitor by the insured, and
- 3) the limit of liability shown on the Schedule is the maximum amount the Company shall pay for each person in respect of one accident subject to the insured bearing a deductible excess of an amount as specified in Part I of the Schedule to this policy.

Provided that the Company's liability shall not exceed the sum insured as specified in Part I of the Schedule to the policy.

**Exclusions**

The Company shall not be liable to make any payment under this policy in connection with or in respect of any expenses whatsoever incurred by any insured in connection with or in respect of:

- 1) expenses recoverable under any medical, dental, surgical or hospitalization plan, or under any other insurance contract;
- 2) the insured's medical expenses or those of persons residing with the insured, other than resident employees/domestic staff.

**BENEFIT E4 :****MEDICAL/HOSPITAL EXPENSES TO INSURED****Benefit Terms and Conditions**

This benefit is for reasonable medical expenses incurred for Hospital treatment by the insured for any bodily injury sustained by the insured arising out of operation of an insured peril as provided for in "Fire-Building & Contents", and/or "Burglary & Theft" benefit in this policy and subject to a deductible excess of an amount as may be specified in Part I of the Schedule.

Provided that the Company's liability shall not exceed the sum insured as specified in Part I of the Schedule to the policy.

**BENEFIT E5 :****PERSONAL ACCIDENT****Benefit Terms and Conditions**

This benefit requires the payment to the insured, the insured's family or the insured's assigns a percentile of the sum insured as mentioned hereunder, if any of the insured persons sustain any bodily injury resulting solely and directly from accident, caused by external, violent and visible means, to the extent and in the manner hereinafter provided. For the purposes of this benefit, "Family" shall mean the insured and shall include insured's spouse and dependent children below the age of 21 years.

**Exclusions**

The Company shall not be liable to make any payment under this policy in connection with or in respect of any expenses whatsoever incurred by any insured in connection with or in respect of:

- 1) Compensation under more than one of the categories specified in Paragraph I and II of the Basis of Assessment (under "Categories of Benefits") in respect of the same bodily injury of the insured person (s).
- 2) Payment of compensation in respect of death, injury or disablement of insured person (s):
  - a) from intentional self-injury, suicide or attempted suicide;
  - b) whilst under the influence of intoxicating liquor or drugs;
  - c) directly or indirectly caused by venereal disease or insanity;
  - d) arising or resulting from the insured committing any breach of the law with criminal intent.
  - e) due to, or arising out of, or directly or indirectly connected with or traceable to, 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 Heads of State and citizens of whatever nation and of all kinds and acts of terrorism.
  - f) Directly or indirectly caused by or contributed to by or arising from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel. For the purpose of this exception, combustion shall include any self-sustaining process of nuclear fission.
  - g) Directly or indirectly caused by or contributed to by or arising from nuclear weapon materials.
  - h) Death or disablement resulting directly or indirectly caused by contributed to or aggravated or prolonged by childbirth or pregnancy or in consequence thereof.
  - i) engagement in dangerous activities;
  - j) mounting into, dismounting from or traveling in any aircraft other than as a fare paying passenger on a scheduled flight;
  - k) mental disorder or psychosomatic dysfunction;

- 3) The aggravation of any injury, sickness or disease for which medical care, treatment, or advice was recommended by or received from a physician or from which the insured suffered or which was present before the commencement of the period of insurance.
- 4) Medical expenses incurred relating to any pre-existing condition.

**Basis of Assessment of claims**

- 1) Basis of assessment of claim shall be :

The benefit payable to or on behalf of the insured person (s) will be as per the following categories but not exceeding the sum insured as specified in Part I of the Schedule unless otherwise agreed by the Company.

**Categories of benefits**

**I) Death**

The sum insured as specified in Part I of the Schedule will be paid per insured person, if the death of the insured person(s) is within a period of twelve months from the date of bodily injury, and such bodily injury be the sole and direct cause of the death of the insured person (s).

**II) Permanent Total Disablement (PTD)**

- a) If such injury shall within twelve months of its occurrence be the sole and direct cause of the total and irrecoverable loss of:

- i) Sight of both eyes, or of the actual loss by physical separation of two entire hands or two entire feet, or one entire hand and one entire foot, or of such loss of sight of one eye and such loss of one entire hand or one entire foot, then the sum insured per insured person as specified in Part I of the Schedule hereto as applicable to such insured person(s).

- ii) Use of two hands or two feet, or of one hand and one foot, or of loss of sight of one eye and loss of use of one hand or one foot, then the sum insured per insured person as specified in Part I of the Schedule hereto as applicable to such insured person(s).

- iii) The sight of one eye, or of the actual loss by physical separation of one entire hand or one entire foot, then (50%) of the sum insured per insured person as specified in Part I of the Schedule hereto as applicable to such insured person (s).

- iv) Total and irrecoverable loss of use of a hand or a foot without physical separation then (50%) of the sum insured per insured person as specified in Part I of the Schedule hereto as applicable to such insured person (s).

**Note:** For the purpose of clause (iii) and (iv) above, physical separation of a hand or foot means separation of hand at or above the wrist, and of foot at or above the ankle.

- b) If such injury shall as a direct consequence thereof, immediately, permanently, totally and absolutely, disable the insured person(s) from engaging in being occupied with or giving attention to any employment or occupation of any description whatsoever, then the sum insured as specified in Part I of the Schedule hereto as applicable to such insured person(s).

**III) Ambulance Charges**

Actual charges paid for any Ambulance services rendered for transportation of the insured to the Hospital from the place of accident and for return to the place of dwelling, subject to a maximum sum of ₹ 2,000/-.

**IV) Carriage of Dead Body**

In the event of death of the insured person(s) due to accident as defined in the policy out side his/her residence, the Company shall pay expenses incurred for transportation of insured's mortal remains to the place of residence or place of funeral or any other place, subject to a maximum of 2% of the sum insured per insured person(s) or ₹ 2,000/-, whichever is less. Further, it is a condition precedent to the payment of the aforesaid transportation expenses that the detailed account of the expenses incurred alongwith all the supporting bills and documents, substantiating such expenses, shall be submitted to and approved by the Company.

- V) If the Company has accepted a claim under this benefit and the insured suffer an accident causing bodily injury that requires Hospital attendance and that results in death or permanent disablement, the Company shall indemnify the insured for the Medical expenses incurred by the Insured as an inpatient in a hospital to a maximum of 20% of the sum insured shown under the benefit "Personal Accident", or ₹ 25,000/- whichever is less.

- VI) If the insured does not make a claim under this benefit during the period of insurance, and the insured renews this Policy with the Company within 30 days of its expiry provided that the subsequent renewals are always individually for a period of one year, then the Company shall increase the sum insured per person for the benefit "Personal Accident" by 5% per subsequent period of insurance until it stands 50% higher than the current sum insured per person.

Provided that the coverage under this benefit is available only for persons above the age of 12 years and below the age of 70 years.

Provided further that the liability of the Company shall not exceed the sum insured as specified in Part I of the Schedule to the policy.

- 2) Claim Documents: The insured or insured's assignee or legal representative shall be required to furnish the following for or in support of a claim:

- a) Duly completed claim form
- b) Doctor's Report
- c) Police report, wherever necessary
- d) Death certificate, wherever necessary/applicable
- e) Medical Bills, wherever applicable
- f) Any other supporting documents as applicable

- 3) The procedure for lodging the claim shall be as under:

Upon the happening of any event giving rise or likely to give rise to a claim under this benefit:

- a) The insured or insured's assignee or legal representative shall give notice within seven (7) days thereof in writing to the Company and also provide the Company with a medical certificate detailing the bodily injury.
- b) The insured or insured's assignee or legal representative shall, at the insured's cost, deliver to the Company, within fourteen (14) days of the date on which the event shall have come to his knowledge, a detailed statement in writing as per the claim form and any other material particular, relevant to the making of such claim.
- c) if an event of death arising out of bodily injury occurs, the insured or insured's assignee or legal representative shall give the Company written notice immediately;
- d) the insured, insured's assignee or legal representative shall permit any medical or other agent retained by the Company to make an examination of the person claiming bodily injury as may reasonably be required, within fourteen (14) days of the Company's request. In the event death occurs, such examination shall be at the Company's expense.
- e) permit any medical or other agent retained by the Company to make an examination of the person in the event of death, arrange for a post-mortem examination, in either case at the Insured's expense and within a period of 14 days of the Company's request.
- f) The insured shall tender to the Company all reasonable information, assistance and proofs in connection with any claim hereunder.

**BENEFIT E6 :**

**PERSONAL PROPERTY OWNED BY GUEST OR RESIDENT EMPLOYEE**

**Benefit Terms and Conditions**

This benefit is for any loss by burglary or dacoity of any property owned by a guest visiting the insured's dwelling or any resident employee and kept under the care and custody of the insured, and on account of which the insured makes a payment to such guest or resident employee for such loss, subject to exclusions specified herein. .

Provided that the Company's liability shall not exceed the sum insured as specified in Part I of the Schedule to the policy.

**Exclusions**

The Company shall not be liable to make any payment under this policy in connection with or in respect of any expenses whatsoever incurred by any insured in connection with or in respect of:

- 1) Jewelry, gold ornaments, precious stones, documents, cash, promissory notes and other negotiable instruments.
- 2) Property belonging to a paying guest.



## PART III OF SCHEDULE

### Standard Terms and Conditions

#### 1. Incontestability and Duty of Disclosure

The policy shall be null and void and no benefit shall be payable in the event of untrue or incorrect statements, misrepresentation, misdescription or on non-disclosure in any material particular in the proposal form, personal statement, declaration and connected documents, or any material information having been withheld, or a claim being fraudulent or any fraudulent means or devices being used by the Insured or any one acting on his behalf to obtain any benefit under this policy.

#### 2. Reasonable Care

The Insured shall take all reasonable steps to safeguard the interests of the Insured against accidental loss or damage that may give rise to the claim.

#### 3. Observance of terms and conditions

The due observance and fulfillment of the terms, conditions and endorsement of this 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.

#### 4. Material change

The Insured shall immediately notify the Company by fax and in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require to ensure safe operation of the Insured items or trade or business practices thereby containing the circumstances that may give rise to the claim and the Company may, adjust the scope of cover and/or premium, if necessary, accordingly.

#### 5. Records to be maintained

The Insured shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record. The Insured shall within one month after the expiry of each period of insurance furnish such information as the Company may require.

#### 6. No constructive Notice

Any of the circumstances in relation to these conditions coming to the knowledge of any official of the Company shall not be the notice to or be held to bind or prejudicially affect the Company notwithstanding subsequent acceptance of any premium.

#### 7. Notice of charge etc.

The Company shall not be bound to notice or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this policy but the receipt of the Insured or his legal personal representative shall in all cases be an effectual discharge to the company.

#### 8. Special Provisions

Any special provisions subject to which this policy has been entered into and endorsed in the policy or in any separate instrument shall be deemed to be part of this policy and shall have effect accordingly.

#### 9. Overriding effect of Part II of the Schedule

The terms and conditions contained herein and in Part II of the Schedule shall be deemed to form part of the policy and shall be read as if they are specifically incorporated herein; however in case of any inconsistency of any term and condition with the scope of cover contained in Part II of the Schedule, then the term(s) and condition(s) contained herein shall be read mutatis mutandis with the scope of cover/terms and conditions contained in Part II of the Schedule and shall be deemed to be modified accordingly or superseded in case of inconsistency being irreconcilable.

#### 10. Electronic Transactions

The Insured agrees to adhere to and comply with all such terms and conditions as the Company may prescribe from time to time, and hereby agrees and confirms that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of the Company, for and in respect of the policy or its terms, or the Company's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the Company's terms and conditions for such facilities, as may be prescribed from time to time. The Insured agrees that the Company may exchange, share or part with any information to or with other ICICI Group Companies or any other person in connection with the Policy, as may be determined by the Company and shall not hold the Company liable for such use/application.

#### 11. Duties of the Insured on occurrence of loss

On the occurrence of any loss, within the scope of cover under the policy the Insured shall:

- Forthwith file/submit a Claim Form in accordance with 'Claim Procedure' Clause as provided in Part II of the Schedule.
- Allow the Surveyor or any agent of the Company to inspect the lost/damaged properties/premises/goods or any other material items, as per 'the Right to Inspect' Clause as provided in this Part.
- Assist and not hinder or prevent the Company or any of its agents in pursuance of their duties under 'Rights of the Company On Happening Of Loss Or Damage' Clause as provided in this Part.
- Not abandon the Insured property/item/premises, nor take any steps to rectify/remedy the damage before the same has been approved by the Company or any of its agents or the Surveyor.

If the Insured does not comply with the provisions of this Clause or other obligations cast upon the Insured under this policy, in terms of the other clauses referred to herein or in terms of the other clauses in any of the policy documents, all benefits under the policy shall be forfeited, at the option of the Company.

#### 12. Rights of the Company on happening of loss or damage

On the happening of loss or damage, or circumstances that have given rise to a claim under this policy, the Company may:

- enter and/or take possession of the Insured property, where the loss or damage has happened

- take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage
- keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same; and,
- sell any such property or dispose of the same for account of whom it may concern.

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

If the Insured or any person on his behalf shall not comply with the requirement of the Company, or shall hinder or obstruct the Company in the exercise of the powers hereunder, all benefits under the policy shall be forfeited at the option of the Company.

#### 13. Right to inspect

If required by the Company, an agent/representative of the Company including a loss assessor or a Surveyor appointed in that behalf shall in case of any loss or any circumstances that have given rise to the claim to the Insured be permitted at all reasonable times to examine into the circumstances of such loss. The Insured shall on being required so to do by the Company produce all books of accounts, receipts, documents relating to or containing entries relating to the loss or such circumstance in his possession and furnish copies of or extracts from such of them as may be required by the Company so far as they relate to such claims or will in any way assist the Company to ascertain in the correctness thereof or the liability of the Company under the policy.

#### 14. Position after a claim

The Insured shall not be entitled to abandon any Insured item/property whether the Company has taken possession of the same or not. As from the day of receipt of the claim amount by the Insured as determined by the Company to be fit and proper, the Sum Insured for the remainder of the period of Insurance shall stand reduced by the amount of the compensation.

#### 15. Indemnity

The Company may at its option, if applicable 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. The Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner. In no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage and in any event not more than the sum Insured thereon.

If in any case the Company shall be unable to reinstate or repair the Insured property/item hereby Insured, because of any law or other regulations in force affecting Insured property or otherwise, the Company shall, in every such case, only be liable to pay such sum as would be requisite under the policy.

#### 16. Subrogation

In the event of payment under this policy, the Company shall be subrogated to all the Insured's rights or recovery thereof against any person or organisation, and the Insured shall execute and deliver instruments and papers necessary to secure such rights.

The Insured and any claimant under this policy shall at the expense of the Company do and concur in doing and permit to be done, all such acts and things as may be necessary or required by the Company, before or after Insured's indemnification, in enforcing or endorsing any rights or remedies, or of obtaining relief or indemnity, to which the Company shall be or would become entitled or subrogated.

#### 17. Condition of Average

If the Insured property be collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being his own insurer for the difference, and shall bear a rateable proportion of the loss or damage accordingly. Every item, if more than one in the policy, shall be separately subject to this condition.

#### 18. Contribution

If at the time of the happening of any loss or damage covered by this policy, there shall be existing any other insurance of any nature whatsoever covering the same, whether effected by the Insured or not, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage.

#### 19. Fraudulent claims

If any claim is in any respect fraudulent, or if any false statement, or declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this policy, or if a claim is made and rejected and no court action or suit is commenced within twelve months after such rejection or, in case of arbitration taking place as provided therein, within twelve (12) calendar months after the Arbitrator or Arbitrators have made their award, all benefits under this policy shall be forfeited.

#### 20. Cancellation/termination

The Company may at any time, cancel this policy, by giving 7 days notice in writing by Registered post/Acknowledgement Due post to the Insured at his last known address in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation. 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 from the date of receipt of notice cancel the policy and retain the premium for the period this policy has been in force at the Company's short period scales.

#### 21. Cause of Action/ Currency for payments

No Claims shall be payable under this policy unless the cause of action arises in India, unless otherwise specifically provided in Part II of the Schedule to this policy. All claims shall be payable in India in Indian Rupees only.

#### 22. Policy Disputes

Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed to by both the Insured and the Company to be subject to Indian Law. Each party agrees to submit to the exclusive

jurisdiction of the High Court of Mumbai and to comply with all requirements necessary to give such Court the jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such Court.

### 23. Arbitration clause

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

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

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this policy that the award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained.

### 24. Renewal notice

The Company shall not be bound to accept any renewal premium nor give notice that such is due. Every renewal premium (which shall be paid and accepted in respect of this policy) shall be so paid and accepted upon the distinct understanding that no alteration has taken place in the facts contained in the proposal or declaration herein before mentioned and that nothing is known to the Insured that may result to enhance the risk of the company under the guarantee hereby given. No renewal receipt shall be valid unless it is on the printed form of the Company and signed by an authorised official of the Company.

### 25. Notices

Any notice, direction or instruction given under this policy shall be in writing and delivered by hand, post, or facsimile to

In case of the Insured, at the address specified in Part 1 of the Schedule.

In case of the Company:

**ICICI Lombard General Insurance Company Limited**  
**ICICI Lombard House**  
**414, Veer Savarkar Marg**  
**Near Siddhi Vinayak Temple,**  
**Prabhadevi, Mumbai 400 025**

Notice and instructions will be deemed served 7 days after posting or immediately upon receipt in the case of hand delivery, facsimile or e-mail.

### 26. Customer Service

If at any time the Insured requires any clarification or assistance, the Insured may contact the offices of the Company at the address specified, during normal business hours.

### 27. Grievances

In case the Insured is aggrieved in any way, the Insured may contact the Company at the specified address, during normal business hours or you can call Us at toll free number: 1800 2 666 or email us at insuranceonline@icicilombard.com

If You are not satisfied with the resolution then You may successively write to the manager-service quality, corporate manager- service quality, national manager- operations & finally director-services and business development at the following address:

**ICICI Lombard General Insurance Company Limited**  
**ICICI Lombard House**  
**414, Veer Savarkar Marg**  
**Near Siddhi Vinayak Temple,**  
**Prabhadevi, Mumbai 400 025**

If the issue still remains unresolved, You may, subject to vested jurisdiction, approach Insurance Ombudsman for the redressal of the grievance.

The details of Insurance Ombudsman are available below:-

Ombudsman Offices	
Delhi, Rajasthan	2/2 A, 1st Floor, Universal Insurance Bldg., Asaf Ali Road, NEW DELHI - 110 002
West Bengal, Bihar	29, N. S. Road, 3rd Fl., North British Bldg. KOLKATA - 700 001
Maharashtra	3rd Flr., Jeevan Seva Annexe, S.V. Road, Santa Cruz (W), MUMBAI - 400 054
Tamil Nadu, Pondicherry	Fatima Akhtar Court, 4th Flr., 453(old 312 ), Anna Salai, Teynampet, CHENNAI - 600 018
Andhra Pradesh	6-2-46, 1st Floor, Moin Court, Lane Opp. Saleem Function Palace A.C. Guards, Lakdi-Ka-pool, HYDERABAD - 500 004.
Gujarat	2nd Flr., Ambica House, Nr.C.U. Shah College, 5, Navyug Colony, Ashram Road, AHMEDABAD - 380 014
Kerala, Karnataka	2nd Flr., CC 27/ 2603, Pullinat Building, Opp. Cochin Shipyard, M.G. Road, ERNAKULAM - 682 015
North Eastern States	Aquarius, Bhaskar Nagar, R.G. Baruah Rd. GUWAHATI
Uttar Pradesh	Jeevan Bhawan, Phase 2, 6th Floor, Nawal Kishore Rd., Hazartganj,LUCKNOW - 226 001
Madhya Pradesh	1st Floor, 117, Zone II, (Above D.M. Motors Pvt. Ltd.) Maharana Pratap Nagar, BHOPAL - 462 011
Punjab, Haryana, Himachal Pradesh, J & K, Chandigarh	S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17-D, CHANDIGARH - 160 017
Orissa	62, Forest Park, BHUBANESWAR - 751 009

The updated details of Insurance Ombudsman are available on IRDA website: [www.irdaindia.org](http://www.irdaindia.org), on the website of General Insurance Council: [www.generalinsurancecouncil.org.in](http://www.generalinsurancecouncil.org.in), Our website [www.icicilombard.com](http://www.icicilombard.com) or from any of Our offices.

### ENDORSEMENTS

#### AGREED BANK CLAUSE

To be incorporated in connection with relevant sections of coverage as may be required by the proposer.

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:-

- 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.
- That the receipts of the Bank shall be complete discharge of the Company therefor 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.

- 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 matter 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.
- 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.
- 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 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 in 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 the necessary additional premium from the time when such increase of risks first took place and
- 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.

**Note:** 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.

#### ESCALATION CLAUSE

To be incorporated in connection with relevant sections of coverage as may be required by the proposer.

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

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

At each renewal date the insured shall notify the Insurers :-

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

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

#### "OMISSION TO INSURE ADDITIONS, ALTERATIONS OR EXTENSIONS

To be incorporated in connection with relevant sections of coverage as may be required by the proposer.

Policy may be extended to cover the above subject to following endorsement wordings

The Insurance by this Policy extends to cover Buildings and/ or Machinery, Plant and other Contents as defined in the Schedule in Part I of the policy hereof which the insured may erect or acquire or for which they may become responsible :-

- at the within described premises

b) for use as factories

- i) The liability under this Extension shall not exceed in respect of (a) above, 5% of the Sum Insured by each item, in respect of (b) above, 5% of the Sum Insured by item No \_\_\_\_\_
- ii) The Insured shall notify the Insurer of each additional insurance as soon as it shall come to their knowledge and shall pay the appropriate additional premium thereon from the date of inception.
- iii) Following the advice of any additional insurance as aforesaid, cover by this extension shall be fully reinstated.
- iv) No liability shall attach to the insurers in respect of any Building, Machinery, Plant or other Contents while such property is otherwise insured.

Note 1. All new additions to Buildings and/or Machinery and Plant not specifically insured/included during the currency of the policy should be declared at the end of the year and suitable additional premium paid on pro rata basis from the date of completion of the construction /erection of additions subject to adjustment against the advance premium collected.

If the insured fails to declare the values of such additions within 30 days after the expiry of the policy, there shall be no refund of the advance premium collected.

Note 2 Other Contents' in the above clause shall mean 'Furniture and Fittings' and does not include Stocks'.

#### TERRORISM DAMAGE COVER ENDORSEMENT

"It is hereby declared and agreed that in consideration of payment of additional premium of ₹ \_\_\_\_\_, the Terrorism Damage Exclusion Warranty of the Riot, Strike, Malicious Damage provision 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 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 of 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 ₹ \_\_\_\_\_ (insert here the overall liability limit for Material Damage + Loss of Profit). In respect of several insurances within the same compound / location with all the Indian insurers, the maximum aggregate loss (MD+LOP) payable per compound /location shall be ₹ 200 crores. If the actual aggregate loss suffered at one compound / location is more than ₹ 200 crores, the amounts payable under individual policies shall be reduced on pro rata basis.

The coverage under this endorsement is subject to an excess of Re. 0.5% of the total sum insured subject to a minimum of ₹ \_\_\_\_\_ (insert ₹ 25000 or Rs. 1 lakh as applicable) for each and every claim in respect of both material damage and loss of profits combined."



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Insurance is the subject matter of the solicitation. IRDA Reg. No. 115, Misc 13.