

INDUSIND HOUSEHOLDERS PACKAGE INSURANCE POLICY - RETAIL - POLICY WORDING

PREAMBLE

WHEREAS the Insured described in the Schedule hereto (hereinafter called the "Insured") by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to IndusInd General Insurance Company Limited (hereinafter called the "Company") for the insurance hereinafter contained and has paid or agreed to pay, in such manner and within such time, as may be prescribed under the provisions of the Insurance Act 1938 and the rules made there under, the premium stated in the Schedule as consideration for such insurance during the period stated in the Schedule or during any further period for which the Company may accept payment for the renewal or extension of this policy:

OPERATIVE CLAUSE

The Company hereby agrees subject to the terms and conditions contained herein or endorsed or otherwise expressed hereon, to indemnify the Insured to the extent and in the manner specified herein, against any loss or damage to the property insured; injury sustained by any Insured Person; and legal liability, if any, incurred by the Insured due to operation of any of the insured perils during the policy period.

SECTION I (A&B) FIRE AND ALLIED PERILS

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

CLAUSE A. THIS POLICY AND THE INSURANCE CONTRACT

1. **Your Policy:** This is a contract between You and
 - a. This Policy document,
 - b. The Policy Schedule attached to this Policy document,
 - c. Any Endorsement attached to and forming part of this Policy document,
 - d. Any Add-on to this Policy that You may have purchased from Us,
 - e. The proposals and all declarations made by You or on Your behalf.
2. **To whom this Policy is issued and what it covers:**
 - a. This Policy is issued to You and covers You and/or Your Home Building and/or Home Contents as mentioned in the Policy Schedule.
 - b. If more than one person is insured under this Policy, each of You is a joint policyholder. Any notice or letter We give to any of You will be considered as given to all of You. Any request, statement, representation, claim or action of any one of You will bind all of You as if made by all of You.
 - c. If You have mortgaged, pledged or hypothecated Your Home Building and/or Home Contents with a Bank, the Policy Schedule will show an 'Agreed Bank Clause' and the name of such Bank. The terms and conditions of this arrangement will be added to this Policy as an additional clause.
3. **The Policy Schedule:** The Policy Schedule is an important document about Your insurance cover. It contains:
 - a. Your personal details,
 - b. The Policy Period,
 - c. The description of Your Insured Property,
 - d. The total Sum Insured, the Sum Insured for each cover or item covered, and any limits and sub-limits,
 - e. The insurance covers You have purchased,
 - f. The premium You have paid for these insurance covers,
 - g. Add-on covers opted by You,
 - h. Other important and relevant aspects and information.
4. **Special meaning of certain words:** Words stated in the table below have a special meaning throughout this Policy, the Policy Schedule and Endorsements.

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



Word/s	Specific meaning
Bank	A bank or any financial institution
Carpet Area	<ol style="list-style-type: none"> For the main building unit of Your Home, it is the net usable floor area, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but including the area covered by the internal partition walls of the residential unit; For any enclosed structure on the same site, it is the net usable floor area of such structure; and For any balcony, verandah area, terrace area, parking area, or any enclosed structure that is part of Your Home, it is 25% of its net usable floor area.
Commencement Date	It is the date and time from which the Insurance Cover under this Policy begins. It is shown in the Policy Schedule.
Cost of Construction	<p>The amount required to construct Your Home Building at the Commencement Date. <i>This amount is calculated as follows:</i></p> <p><i>a. For residential structure of Your Home including Fittings and Fixtures:</i> Carpet Area of the structure in square metres X Rate of Cost of Construction at the Commencement Date. The Rate of Cost of Construction is the prevailing rate</p> <p>of cost of construction of Your Home Building at the Commencement Date as declared by You and accepted by Us and shown in the Policy schedule.</p> <p><i>b. For additional structures:</i> the amount that is based on the prevailing rate of Cost of Construction at the Commencement Date as declared by You and accepted by Us.</p>
Endorsement	A written amendment to the Policy that We make (additions, deletions, modifications, exclusions or conditions of an insurance Policy) which may change the terms or scope of the original policy.
Home Contents	Those articles or things in Your Home that are not permanently attached or fixed to the structure of Your Home. Home Contents may consist of General Contents and/or Valuable Contents.
General Contents	General Contents are all the contents of household use in Your Home, e.g., furniture, electronic items and goods, antennae, solar panels, water storage equipment, kitchen equipment, electrical equipment (including those fitted on walls), clothing and apparel and items of similar nature.
Valuable Contents	Valuable Contents of Your Home consist of items such as jewellery, silverware, paintings, works of art, antique items, curios and items of similar nature.
Insured	The Person/s who has/have purchased Insurance Cover under this Policy.
Insured Property	Your Home Building and Home Contents, or any item of property covered by this Policy.
Kutcha Construction	Building(s) having walls and/or roofs of wooden planks/thatched leaves and/or grass/hay of any kind/bamboo/plastic cloth/asphalt/canvas/tarpaulin and the like.
Policy Period	Policy period means the period commencing from the effective date and time as shown in the Policy Schedule and terminating at Midnight on the expiry date as shown in the Policy Schedule or on the termination of or the cancellation of insurance as provided for in Clause G (III) of this Policy, whichever is earlier.
Policy Schedule	The document accompanying and forming part of the Policy that gives Your details and of Your insurance cover, as described in Clause A (3) of this Policy.
Premium	The premium is the amount You pay Us for this insurance. The Policy Schedule shows the amount of premium for the Policy Period and all other taxes and levies.
Pucca Construction	Construction other than Kutcha Construction.

Spouse	Your wife or husband.
Sum Insured	The amount shown as Sum Insured in the Policy Schedule and as described in Clause C (4) and Clause D (2) of this Policy. It represents Our maximum liability for each cover or part of cover and for each loss.
Total Loss	A situation where the Insured Property or item is completely destroyed, lost or damaged beyond retrieval or repair or the cost of repairing it is more than the Sum Insured for that item or in total.
We, Us, Our, Insurer	IndusInd General Insurance Company Ltd. that has provided Insurance Cover under this Policy; of the Company.
You, Your, Insured	The Insured Person/s who has/have purchased Insurance Cover under this Policy; of such Insured Person/s.
Your Home Building	Your Home Building is a building consisting of a residential unit, having an enclosed structure and a roof, basement (if any) and used as a dwelling place described in detail as per Clause C (2) of this Policy.

CLAUSE B. INSURED EVENTS

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

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

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



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

CLAUSE C: HOME BUILDING COVER

1. What We cover

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

2. Your Home Building

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

3. Use for residence

- a. We will pay only if Your Home Building is used for the purpose of residence of Yourself and Your family, or of Your tenant, licensee or employee.
- b. We will not pay if
 - i. Your Home Building is used as a holiday home, or for lodging and boarding, or
 - ii. Your Home Building or any part of Your Home Building is used for purposes other than residential except where it is used both for Your residence and for the purposes of earning Your livelihood if You are selfemployed or You have



shifted Your office to Your Home Building for a temporary period due to lockdown or closure of Your office ordered by a public authority.

4. Sum Insured

- The Sum Insured for the Home Building Cover is the prevailing Cost of Construction of Your Home Building at the Commencement Date as declared by You and accepted by Us and will be the maximum amount payable in the event the Home Building is a Total Loss.
- The Sum Insured will be automatically increased each day by an amount representing 1/365th of 10% of Sum Insured at the Policy Commencement Date for annual policies.
- Restoration of Sum Insured : Except as stated in Clause G (III) (3) (b) of this Policy, the insurance cover will at all times be maintained during the Policy Period to the full extent of the respective Sum Insured. This means that after We have paid for any loss, the policy shall be restored to the full original amount of Sum Insured. You must pay to Us proportionate premium for the unexpired Policy Period from the date of loss. We can also deduct this premium from the net claim that We must pay You.

5. What We pay

- If You make a claim under the policy for damage to Your Home Building due to any of the insured perils, We reimburse the cost to repair it to a condition substantially the same as its condition at the time of damage. You must spend for repairs, and claim that amount from Us.
- We will calculate the amount of claim on the basis of the actual Carpet Area subject to the Carpet Area not exceeding that declared by You in the Proposal Form and stated in the Policy Schedule.
- The maximum We will pay for all items together is the Sum Insured shown in the Policy Schedule for Home Building Cover. If the Policy Schedule shows any limit for any item, such limit is the maximum We will pay for that item.
- If Your Home Building is a Total Loss, We will pay You the Sum Insured of the Home Building.
- If only an additional structure is destroyed, We will pay You an amount equal to the Cost of Construction of the additional structure.
- In addition to what **Clause C (5) (c)** of this Policy provides for, We will pay You the following expenses:
 - Up to 5% of the claim amount for reasonable fees of architect, surveyor, consulting engineer;
 - Up to 2 % of the claim amount for reasonable costs of removing debris from the site.

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

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

You must submit a certificate from an architect or the local authority to show that Your Home Building is not fit for living.

- Claim for loss of rent will be accepted only if We have accepted Your claim for loss for physical damage to Your Home under the Home Building Cover.

CLAUSE D: HOME CONTENTS COVER

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

1. Sum Insured:

- The Sum Insured for the Home Contents Cover is shown in the Policy Schedule and will be the maximum amount



payable in the event the Home Contents are destroyed/lost completely.

- b. The policy has a built-in cover for the General Contents of Your home equal to 20% of the Sum Insured for Home Building Cover subject to a maximum of 10 Lakh (Rupees Ten Lakh) provided You have opted for both Home Building and Home Contents cover. If You choose to have a higher Sum Insured for Home Contents, You have to declare the Sum Insured in the Proposal Form and pay additional premium.
- c. If You have purchased only Home Contents Cover, You have to declare the Sum Insured for the General Contents in the Proposal Form.
- d. The Sum Insured You have chosen for General Contents must be enough to cover the cost of replacement of the General Contents.
- e. If You want to cover the Valuable Contents in Your Home, You must opt for the Optional Cover for Valuable Contents as given in **Clause E (1) (a)** of this Policy.
- f. Restoration of Sum Insured: Except as stated in **Clause G (III) (3) (b)** of this Clause below, the insurance cover will at all times be maintained during the Policy Period to the full extent of the respective Sum Insured. This means that after We have paid for any loss, the policy shall be restored to the full original amount of Sum Insured. You must pay to Us proportionate premium for the unexpired Policy Period from the date of loss. We can also deduct this premium from the net claim that We must pay You.

3. What We pay

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

CLAUSE E: ADDITIONAL COVERS

1. Optional Covers:

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

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

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

b. Personal Accident Cover:

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

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

2. Add-ons:

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

CLAUSE F. EXCLUSIONS (What We do not cover) for all covers under this policy

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



1. Your deliberate, willful or intentional act or omission, or of anyone on Your behalf, or with Your connivance.
2. War, invasion, act of foreign enemy hostilities or war-like operations (whether war is declared or not), civil war, mutiny, civil commotion amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
3. Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component that is part of it.
4. Pollution or contamination, unless
 - i. The pollution or contamination itself has resulted from an Insured Event, or
 - ii. An Insured Event itself results from pollution or contamination.
5. Loss, damage or destruction to any electrical/electronic machine, apparatus, fixture, or fitting by over-running, excessive pressure, short circuiting, arcing, self- heating or leakage of electricity from whatever cause (lightning included). This exclusion applies only to the particular machine so lost, damaged or destroyed.
6. Loss or damage to bullion or unset precious stones, manuscripts, plans, drawings, securities, obligations or documents of any kind, coins or paper money, cheques, vehicles, and explosive substances unless otherwise expressly stated in the policy.
7. Loss of any Insured Property which is missing or has been mislaid, or its disappearance cannot be linked to any single identifiable event.
8. Loss or damage to any Insured Property removed from Your Home to any other place.
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. Any reduction in market value of any Insured Property after its repair or reinstatement.
11. Any addition, extension, or alteration to any structure of Your Home Building that increases its Carpet Area by more than 10% of the Carpet Area existing at the Commencement Date or on the date of renewal of this Policy, unless You have paid additional premium and such addition, extension or alteration is added by Endorsement.
12. Costs, fees or expenses for preparing any claim.

CLAUSE G. CONDITIONS

(I) Your Obligations

1. **Make true and full disclosure in the proposal and related documents**
 - a. You have a duty of disclosure to tell Us everything You know, or could reasonably be expected to know, that is relevant to Us for deciding whether to give You insurance cover and on what terms. You owe this duty to disclose such relevant material information even if We have not specifically asked for it. This duty extends to any information or declaration given by anyone else on Your behalf.
 - b. We have agreed to give You insurance cover entirely on the basis of the information You, or anyone on Your behalf, have given Us in the proposal, statements and other declarations and documents (in writing or electronic) about Yourself, Your family, Your Home Building and Home Contents. The correct and complete information You give is the basis of Our contract with You. Our promise to pay is conditional upon the truth of these statements and on the assumption that You, or anyone on Your behalf, has not withheld any material information about Yourself, Your family, Your Home Building and Home Contents.
2. **Obligation to take care : You must:**
 - a. Keep Your Home Building and Home Contents in good condition and well maintained, You must ensure that the structure of Your Home Building does not have any faults or defects that are visible and material that will aggravate loss or damage to the Home Building in the event an insured peril occurs.
 - b. Take care to prevent theft, loss or damage to Your Home Building and Home
 - c. Contents, and
 - d. Ensure that unauthorized persons do not occupy Your Home Building.
3. **Inform change in circumstances: You must inform Us immediately if a. You change Your address,**
 - a. You make any addition, alteration, extension to the structure of Your Home
 - b. Building,
 - c. You let out Your Home Building, or Your Home Building will no longer be solely occupied by You,



d. You change the use of Your Home Building

4. **Allow inspection and investigation of claim:** You must allow, and give full cooperation to the survey/investigation of Your claim by Us. You must allow Us, and any surveyor, officer or other representative that We authorize, to inspect Your Home Building and Home Contents including the interior wherever necessary, take photographs and where required, permit the scientific testing and investigation of any insured article affected by the insured peril. You must answer all questions asked regarding Your claim truthfully and completely, and submit all relevant documents that We will require.
5. **Make true statements and full disclosure in the claim and related documents:** You must also give true and full information in Your claim and submit true documents. If You give any false information or document in the claim, or if You withhold any information or document (written or electronic), We have a right to refuse payment of Your claim. We may also cancel Your policy.

(II) Renewal of Policy

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

(III) Cancellation and Termination of Policy

1. Cancellation by You at any Time

- a. You can cancel this Policy at any time by giving Us notice in writing. The Policy will terminate when We receive Your notice.
- b. If You cancel the policy, We will refund premium as follows:

Time for which Policy in force	Refund of premium
15 days	90%
1 Month	85%
2 Months	70%
3 Months	60%
4 Months	50%
5 Months	40%
6 Months	30%
7 Months	25%
8 Months	20%
9 Months	15%
For a period exceeding 9 months	0%

2. Cancellation by Us

We will not cancel the Policy during the policy period except on the grounds of mis - representation, non-disclosure of material facts, fraud or non-co-operation on Your part.

3. Automatic termination of the Policy:

This Policy will automatically end in the following cases:

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

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

- b. Exhaustion of Sum Insured:** If Your Home Building, or any additional structure, or any item of Home Contents, is lost, destroyed or stolen, or is a Total Loss, and We pay You the full Sum Insured for such item, the insurance cover for that item will automatically end unless the subject matter of insurance is reconstructed and the Sum Insured is reinstated by paying additional premium. If We pay the total Sum Insured for any claim, this Policy will end.
- c. Change of use of Your Home Building or Home Contents:** The Policy will end
 - i. If You change the use of Your Home Building from personal residence to any other purpose, or
 - ii. If You use any item of Home Contents for use that is not personal.
- d. Sale of Your Home Building or Home Contents:** This Policy will end when You sell, surrender or release Your interest in Your Home Building and/or Home Contents, or Your interest in the Home Building and/or Home Contents comes to an end. The Policy will end to the extent any additional structure of Your Home Building or item of Home Contents if You sell, surrender or release Your interest in such additional structure or item of Home Content, or Your interest in these ends.
- e. Effect of death** In the event of the unfortunate death of the Insured during the Policy Period, the Home Building Cover and the Home Contents Cover that You have purchased will continue for the benefit of Your legal representative/s during the Policy Period subject to all the terms and conditions of this Policy.

IV) Claims Procedure

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

1. Immediate notice to Us

- a. As soon as any physical loss or damage occurs to Your Home Building or Home Contents due to an Insured Event, You must immediately give notice to Us of the loss or damage. This is necessary for Us to survey/ investigate the loss or damage, as may be required.
- b. You can give notice to any of Our offices or call-centres.
- c. You must state in this notice
 - i. The Policy Number,
 - ii. Your name,
 - iii. Details of report to the police that You made,
 - iv. Details of report to any Authority that You made,
 - v. Details of the Insured Event,
 - vi. A brief statement of the loss,
 - vii. Particulars of any other insurance of Your Home Building or any of Your Home Contents,
 - viii. Details of loss or damage under any Optional Cover or Add-ons,
 - ix. Submit photographs of loss or physical damage, wherever possible.

2. Steps to prevent loss and damage

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

3. Immediate notice to authorities

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



4. Submit claim

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

5. Establish loss

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

6. Fraudulent claim

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

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

7. Other insurance

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

8. Recovery action by Us

- a. When We accept and pay Your claim under the Policy, We can start legal proceedings to recover the amount or property from the third party who has caused the loss or damage to Your Home Building or Home Contents. You must give authority to Us to take such action and exercise this right effectively, when We request You, whether before or after making payment of Your claim. You must give all information, cooperation, assistance and help for this purpose. You must not do anything which will prejudice Our right. We can do this
 - i. Without seeking Your consent,
 - ii. In Your name, and
 - iii. Whether or not Your loss has been fully compensated.

- b. Any amount We recover from such person will be applied first to the costs of the legal proceedings and recovery, then to the claim amount We have paid or must pay to You. We will pay You any balance.
- c. You can start legal proceedings against any person who has caused the loss or damage only with Our prior consent, and on conditions that We will impose. You must not compromise or settle any claim against such person without Our consent. If You recover any amount from such person, You must return to Us the amount We have paid for Your claim. We can take over the conduct of legal proceedings that You have started and continue the proceedings in Your name.

CLAUSE H. CHANGES TO COVERS

- a. You can choose to make changes to the covers of this Policy as may be permitted by Us, or increase or reduce any Sum Insured. You must make a proposal or request for any change. It will be effective only after We have accepted Your proposal, and You have paid the additional premium, where applicable.
- b. This Policy (including the Policy Schedule, the proposal, declarations and Endorsements) consists of the entire contract between You and Us.

CLAUSE I. WAIVER OF UNDERINSURANCE

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

CLAUSE J. OTHER DETAILS

1. Notices

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

2. Nomination for this Policy

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

3. Applicable law and jurisdiction

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

TERRORISM DAMAGE COVER ENDORSEMENT (MATERIAL DAMAGE)

A. INSURING CLAUSE

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

For the purpose of this cover, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

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

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

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



B. LOSSES EXCLUDED

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

1. Loss by seizure or legal or illegal occupation;
2. Loss or damage caused by:
 - (i) Voluntary abandonment or vacation,
 - (ii) Confiscation, commandeering, nationalization, requisition, detention, embargo, quarantine, or any result of any order of public or government authority, which deprives the Insured of the use or value of its property;
3. Loss or damage arising from acts of contraband or illegal transportation or illegal trade;
4. Loss or damage directly or indirectly arising from or in consequence of the seepage and or discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment;
5. Loss or damage arising directly or indirectly from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind;
6. Loss or damage arising directly or indirectly from or in consequence of asbestos emission, release, discharge, dispersal or escape or asbestos exposure of any kind;
7. Any fine, levy, duty, interest or penalty or cost or compensation/ damages and/or other assessment which is incurred by the Insured or which is imposed by any court, government agency, public or civil authority or any other person;
8. Loss or damage by electronic means including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorized instructions or code or the use of any electromagnetic weapon. This exclusion shall not operate to exclude losses (which would otherwise be covered under this Policy) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile;
9. Loss or damage caused by vandals or other persons acting maliciously or by way of protest or strikes, labour unrest, riots or civil commotion;
10. Loss or increased cost occasioned by any public or government or local or civil authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any property insured hereunder;
11. Any consequential loss or damage, loss of use, delay or loss of markets, loss of income, depreciation, reduction in functionality, or increased cost of working;
12. Loss or damage caused by factors including but not limited to cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service;
13. Loss or increased cost as a result of threat or hoax;
14. Loss or damage caused by or arising out of burglary, house - breaking, looting, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any action taken in respect of an act of sabotage and/or terrorism;
15. Loss or damage caused by mysterious disappearance or unexplained loss;
16. Loss or damage directly or indirectly caused by mould, mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health;
17. Total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind;

C. LIMIT OF INDEMNITY

The limit of indemnity under this cover shall not exceed the Total Sum Insured given in the Policy Schedule or INR 2,000,00,00,000 per compound/location whichever is lower.

In respect of terrorism cover for dwellings, limit of indemnity shall not exceed Total Sum Insured as mentioned in the Policy Schedule or INR 400,00,00,000 per compound/ location whichever is lower.

In respect of several locations being covered under a single policy on a floater basis, the maximum aggregate loss suffered from all the locations mentioned in the Policy schedule shall not exceed Total Sum Insured as mentioned in the Policy Schedule or Rs. 2,000,00,00,000/- whichever is lower.

In respect of several insurance policies within the same compound/location with one or different insurers, the maximum aggregate loss payable per compound/location by any one or all insurers shall be INR 2,000,00,00,000. If the actual aggregate loss suffered at one compound/ location is more than INR 2,000,00,00,000 the amounts payable towards individual policies shall be reduced in proportion to the sum insured of the policies.

D. EXCESS*

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

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

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

*Whichever is applicable

E. ADD ON COVERS

It is further declared and agreed that the limit of indemnity including the claim on add on cover(s) shall not exceed total sum insured plus separate sublimit opted for add on cover(s) or INR 2,000,00,00,000 whichever is lower. In respect of several insurance policies within the same compound /location, the maximum aggregate loss payable per compound/ location by any one or all insurers shall be INR 2,000,00,00,000.

In respect of terrorism cover for long term dwellings, limit of indemnity including the claim on add on cover(s) shall not exceed total sum insured plus separate sublimit opted for add on cover(s) or INR 400,00,00,000/- whichever is lower. In respect of several insurance policies within the same compound/location, the maximum aggregate loss payable per compound/location by any one or all insurers shall be INR 400,00,00,000/-.

F. MID TERM COVER

In case the coverage under this endorsement is granted during the currency of the policy, no claims will be payable for loss or damage to property caused by an act of terrorism occurring during the first 15 (fifteen) days from the date of granting such cover.

G. SANCTION, LIMITATION AND EXCLUSION CLAUSE

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

H. CANCELLATION CLAUSE

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

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

SECTION II - BURGLARY AND HOUSE BREAKING INCLUDING LARCENY OR THEFT

Definition

"Contents" mean items of property in the Insured's house including items of property therein for which the Insured is accountable.

What is covered

- a) The Company will indemnify the Insured in respect of loss or damage to contents, by burglary and housebreaking including larceny and theft.
- b) Damage to the Insured's house and/or safe resulting from burglary and/or housebreaking or any attempt thereat subject to a maximum of 5% of the sum insured under this Section. Provided however that no loss under clauses a) and b) hereinabove, shall together exceed the sum insured under this Section.

Sum Insured

The basis of valuation in respect of contents shall be on reinstatement value or market value as defined under Section I of the policy, as opted by the Insured.



Basis of Indemnity

- The indemnity shall be on the basis of reinstatement value or market value as opted by the Insured.
- In the event of property insured being damaged by any of the insured perils, the Company shall pay for the amount of damage or loss or at its option replace or repair the damaged property.
- If the property hereby insured shall, at the commencement of any destruction of or damage to the property by any of the insured perils 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 ratable portion of the loss accordingly.

Provided, however, that if the sum insured hereby on the property insured shall at the breaking out of such fire or at the commencement of such destruction or damage be not less than 85% (eighty five percent) of the collective value of the property insured, clause 3 of Basis of Indemnity under this Section shall not apply, notwithstanding anything to the contrary contained in the policy.

Special Exceptions

The Company shall not be liable in respect of loss or damage:-

1. By burglary and/or housebreaking or theft where any member of the Insured's family is concerned as principal or accessory
2. To livestock, motor vehicles and pedal cycles
3. To money, securities for money, stamps, bullion, deeds, bonds, bills of exchange, promissory notes, shares and stock certificates, business books, manuscripts, documents of any kind, unset precious stones and jewellery and valuables, unless separately specified.

SECTION III — ALL RISKS (JEWELLERY AND VALUABLES)

The Company will indemnify the Insured or any member of the family in respect of loss or damage to jewellery and valuables caused by accident or misfortune whilst anywhere in India. Provided that the liability of the Company in respect on any one item in any one period of insurance will not exceed the sum insured set against such item in the Schedule hereto and not exceeding in the aggregate the total sum insured hereby.

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

Notwithstanding anything to the contrary contained in this policy, the condition of average insofar as this Section is concerned shall not apply.

Special Exceptions

The Company shall not be liable in respect of loss or damage caused by or due to

1. Cracking, scratching or breakage of lens or glass whether part of any equipment or otherwise or to china, marble, gramophone records and other articles of brittle or fragile nature unless such loss of damage arises from accident to a railway train or ship or aircraft or vehicle by which such property is being conveyed.
2. Moth, mildew, carmine or any process of cleaning, dyeing, repairing or restoring to which the property is subjected.
3. Mechanical derangement or over winding of watches and clocks.
4. Theft from car except from car of fully enclosed salon type having all the doors, windows and other openings securely locked and properly fastened.
5. Whilst being conveyed by any carrier under contract of affreightment.

Special Conditions

1. Where any item insured hereunder consists of articles in pair or set the Company's liability in respect thereof shall not exceed the value of any article which may be lost or damaged without reference to any special value which such article may have as part of such pair or set.
2. No one article or pair of articles is deemed to be more than 10% of the sum insured under this Section unless separately specified and value stated.

SECTION IV- DOMESTIC MECHANICAL & ELECTRICAL APPLIANCES

The Company will indemnify the Insured against unforeseen and sudden physical damage caused by and/or solely due to mechanical and/or electrical breakdown of domestic electrical and mechanical appliances, apparatuses or gadgets specified in the Schedule hereto whilst contained in or fixed in the Insured's house. Provided that the liability of the Company in respect of any one item in any one period of insurance will not exceed the sum insured set against such item in the Schedule.

Sum Insured

It is a requirement of this insurance that the sum insured in respect of each item specified in the Schedule shall be equal to the cost of replacement of the insured property by new property of the same kind and capacity (CNRV basis).

Basis of Indemnity

- Where damage to an insured item can be repaired the Company will pay expenses necessarily incurred to restore the damaged item to its former state of serviceability. If the cost of repair exceeds the actual value of the insured item immediately before the occurrence of the damage the settlement shall be made on the basis provided for in clause b) below;
- In case of total loss, claims will be paid subject to depreciation of 10% per year from the date of purchase. The maximum depreciation however shall not exceed 50% of the sum insured of any item.

Special Conditions

The Company shall not be liable in respect of loss or damage caused by or due to:

- Willful act or gross negligence of the Insured
- Faults existing at the time of commencement of this insurance and known to the Insured, regardless of whether such faults, or defects were known to the Company or not
- Any fault or defect for which the manufacturer or supplier of the damaged item is responsible
- Cost of transport to the repair shop and back to the Insured's premises in respect of any item damaged
- Perils which are insurable under other Sections of the policy
- Permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority of such item or by permanent or temporary dispossession of any building resulting from the unlawful occupation by the Insured of the building.

Excess

Coverage under this Section is subject to an excess of 1 % of the sum insured for each item or Rs. 100/- whichever is higher, in respect of each and every claim for loss or damage admitted under the policy.

SECTION V - DOMESTIC ELECTRONIC APPLIANCES

What is covered

The Company will indemnify the Insured against loss or damage to personal computers (including accessories and printer), other domestic electronic appliances and / or any electronic installation while contained or fixed in the Insured's house due to any cause other than those specifically excluded.

Sum Insured

The sum insured in respect of each item for coverage under this Section shall be equal to the cost of replacement of such item by a new item of the same kind and capacity which shall mean its current new replacement cost (CNRV basis).

Basis of Indemnity

- Where damage to an insured item can be repaired the Company will pay the expenses necessarily incurred to restore the damaged item to its former state of serviceability or pay the actual value of item immediately before occurrence of the loss, if the cost of repair exceeds or equals the actual value of item.
- The Company will also pay cost of dismantling and reerection incurred for the purpose of effecting repairs, ordinary freight to and from a repair shop and customs duties and other dues, if any, in the event and to the extent such expenses have been included in the sum insured.
- No deduction shall be made towards depreciation in respect of parts replaced except for parts with limited life of use but the value of salvage will be taken into account. However, in case of payment of total loss of entire equipment, proper depreciation will be deducted from replacement value of items.

Specific Exclusions

- Damage caused by any faults or defects existing at the time of commencement of present insurance within the knowledge of Insured or his representatives whether such faults or defects were known to the Company or not.
- Willful act or negligence of the Insured or his representative.
- Loss arising out of cessation of work whether total or partial.
- Derangement of the insured property not accompanied by damage covered under this policy.



5. Loss of or damage to the property covered under this policy falling under the terms of the Maintenance agreement. Such exclusions will also apply to parts exchanged in course of such maintenance operations.
6. Damage due to defects of design material or workmanship or otherwise for which the manufacturer or supplier of the insured items is responsible either in law or under contract.
7. Damage due to or consequent upon wear and tear, gradual deterioration, atmospheric or climatic conditions, rust, corrosion, moth, vermin or insect.
8. Loss due to mysterious disappearance and whilst left in unattended vehicles in respect of cellular phones, portable computers and other mobile equipment.
9. Loss or damage to own/in-house developed software.

Excess

Coverage under this Section is subject to an excess in respect of each and every claim for loss or damage admitted under the policy as specified below:

- a) In case of personal computers, 5% of the claim amount subject to a minimum of Rs. 2,500/-.
- b) In case of equipments (other than personal computers) with values upto Rs. 1 lath, 5% of the claim amount subject to a minimum of Rs. 1,000/-.
- c) In case of equipments (other than personal computers) with values more than Rs. 1 lath, 5% of the claim amount subject to a minimum of Rs. 2,500/-.

SECTION VI- TELEVISION SET

Definition

"Television Apparatus" shall mean and include a Television Set, accessories forming part of the set and antenna both external and internal.

The Company will indemnify the Insured in respect of:

1. Loss of or damage to the television apparatus described in the Schedule hereto whilst contained or fixed in the insured premises by:
 - a) Fire, lightning, explosion of gas in domestic appliances.
 - b) Bursting and overflowing of water tanks, apparatus or pipes.
 - c) Aircraft or articles dropped there from.
 - d) Earthquake (fire and/or shock)
 - e) Flood, inundation, typhoon, storm, tempest hurricane, tornado and cyclone.
 - f) Riot, strike, terrorism or malicious act.
 - g) Burglary and/or house breaking or theft.
 - h) Accidental external means.
 - i) Mechanical or electrical breakdowns.

Provided that the liability of the Company in respect of such loss or damage in any one period of insurance is limited to the amount specified in the Schedule.

- 2) This Section further covers damage to property belonging to or in the custody or control of the Insured caused by breakage or collapse of the antenna fittings or mast forming part of the Television Apparatus in so far as such property is not otherwise insured provided that the liability of the Company in respect of such damage in any one period of insurance is limited to Rs. 3,000/- (Rupees three thousand only).
- 3) This Section also covers legal liability to pay compensation and litigation expenses incurred by the Insured with the Company's written consent in respect of accidental death of or bodily injury to any person other than a member of the Insured's family or a person in the Insured's service and or accidental damage to property not belonging to or in the custody or control of the Insured or any member or the Insured's family or person in the Insured's service arising out of accident happening through or in connection with the television set or to breakdown or defect in the Television Apparatus or breaking or collapse of the internal fittings or mast forming part of the Television Apparatus and the liability of the Company in respect of such.

Compensation and litigation expenses in any one period of insurance is limited to Rs. 25,000/- (Rupees twenty five thousand only)

Special Exceptions

The Company shall not be liable in respect of loss or damage:

1. To external antenna or fittings by theft unless the Television Apparatus itself is stolen at the same time
2. Caused by or arising out of or traceable to erection, repairing or dismantling of the Television Apparatus
3. For which the manufacturer or supplier of the Television Apparatus is responsible
4. Liability assumed by the Insured by agreement unless such liability could have attached to the Insured notwithstanding such agreement.

SECTION VII- FIXED PLATE GLASS

This Section covers loss or damage due to accidental breakage of

- a) Fixed plate glass,
- b) Frames or framework,
- c) Lettering consequent upon the breakage of glass.

Sum Insured

Sum insured shall be on reinstatement value.

Basis of indemnity

Basis of indemnity shall be on reinstatement value. If the sum insured is less than the replacement value of property then the Insured shall be considered his own insurer for the difference between sum insured and cost of replacement and accordingly shall bear a ratable proportion of the damage. Every item, if more than one, shall be separately subject to this clause.

The liability of the Company in respect of any one loss or all losses in any one period of insurance is limited to the sum insured set against each item of property in the Schedule hereto.

Special Exceptions

The Company shall not be liable in respect of:

1. Breakage or damage during removal, alterations and/or repairs on or about the insured premises.
2. Breakage of lettering unaccompanied by breakage or damage of glass.
3. Breakage of or damage to frames or framework of any description unless specifically declared.
4. Disfiguration or scratching or damage of glass other than fracture extending through the entire thickness of glass.
5. Embossed, silvered, lettered, ornamental, curved or any glass whatsoever other than glass which is plain and or ordinary glazing quality, unless the same be separately specified.
6. Breakage of glass not completely and securely fixed.
7. Loss or damage consequent upon interruption or delay of business or other loss, damage or injury arising from breakage of glass or during replacement thereof.

SECTION VIII- BAGGAGE

Definition

"Baggage" shall mean and include personal articles and belongings necessary for the journey undertaken and articles or things acquired during the journey.

What is covered

The Company will indemnify the Insured and/or family members who permanently reside with him / her for personal baggage accompanying the Insured or family members and belonging to him / her or for which he / she is responsible whilst traveling anywhere in India, lost, destroyed or damaged by accident or misfortune provided that the liability of the Company in respect of the property so lost, destroyed or damaged shall be limited to its actual value at the time of happening of such loss but not exceeding in any one period of insurance the sum in respect of each of the several items specified in the Schedule hereto.

Special Exceptions

The Company shall not be liable in respect of:

1. Damage due to confiscation or detention by Customs or any other public authority.
2. Damage not reported to Police within 24 hours of discovery of loss and a report obtained.
3. Damage due to cracking, scratching or breakage of lens or glass whether part of any equipment or otherwise or china, marble, gramophone records and other articles of a brittle or fragile nature unless such loss or damage arises from

accident to a vessel, train, vehicle or aircraft by which such property is conveyed.

4. Damage caused by moth, mildew, vermin or any process of cleaning, dyeing, repairing or restoring to which the property is subjected.
5. Damage to any electrical machines, apparatus, fixtures or fittings (including wireless sets, radio, television sets and tape recorders) arising from overrunning, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity from whatever cause (lightning included).
6. Theft from car except from car of fully enclosed saloon type having all the doors, windows and other openings securely locked and properly fastened.
7. Damage whilst being conveyed by any carrier under contract of affreightment.
8. Loss or damage of money, securities, manuscripts, deeds, bonds, bills of exchange, promissory notes, stock or share certificates, stamps, business books or documents, jewellery, watches, furs, precious metals, precious stones, gold and silver ornaments, travel tickets, cheques and bank drafts.
9. Damage or destruction of articles of consumable nature.
10. Loose articles such as sticks, straps, umbrellas, sunshades, fans, deck chairs, property in use on a voyage and/or journey or articles or clothes whilst being worn on the person or carried about.
11. Damage or destruction caused by or arising from leakage, spilling or exploding of liquids, oils or materials of a like nature or articles of a dangerous or damaging nature.

SECTION IX - PEDAL CYCLE

- 1) The Company will indemnify the Insured in respect of loss or damage to Pedal Cycles described in the Schedule hereto, belonging to the Insured or any member of the Insured's family permanently residing with him by
 - a) Fire, lighting or external explosion.
 - b) Riot, strike, terrorism or malicious act.
 - c) Burglary and/or House breaking or theft.
 - d) Accidental external means.
 - e) Flood, cyclone, storm, tempest and other similar convulsions of nature and atmospheric disturbance
 - f) Earthquake (fire and/or shock).

Provided that the liability of the Company in respect of loss or damage to anyone pedal cycle in any one period of insurance will not exceed the sum insured set against it in the Schedule.

- 2) The Company will indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as compensation and litigation expenses incurred by the Insured with the Company's written consent for accidental death of or bodily injury to any person other than a member of the Insured's family or a person in the Insured's service or being conveyed on such cycle and/or accidental damage to property not belonging to or in the custody or control of the Insured or any member of the Insured's family or being conveyed on such cycle in the event of accident caused by or happening through or in connection with any Pedal Cycle insured provided that the liability of the Company in respect of such compensation and litigation expenses in any one period of insurance is limited to Rs. 10,000/- (Rupees Ten thousand only)

Special Exceptions

The Company shall not be liable in respect of loss or damage to the pedal cycle:

- i) Whilst it is being used for hire or reward or outside India.
- ii) Caused by over loading, strain or mechanical breakdown
- iii) To accessories by theft unless the Pedal Cycle is stolen at the same time
- iv) Occurring whilst being used for racing.

Special Condition

The Pedal Cycle should be securely locked when left unattended.

SECTION X - PERSONAL ACCIDENT

Definition:

Insured / Insured Person: A person accepted by the Company to be insured under this Policy and who meets and continues to meet all the eligibility requirements and whose name specifically appears under Insured (Insured Person) in the Policy Schedule and with respect to whom the premium has been received by the Company.

Accident: An accident is a sudden, unforeseen and involuntary event caused by external visible and violent means.

Illness: Illness means a sickness or a disease or pathological condition leading to the impairment of normal physiological function which manifests itself during the policy period and required medical treatment.

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

Sum Insured / Capital Sum Insured: Sum Insured / Capital Sum Insured means the sum as specified in the Schedule / Annexure to this Policy against the name of Insured/Insured Person/s, which sum represents the Company's maximum liability for any and all claims pertaining to that insured person under this Policy during the Policy period.

What is covered:

This section provides for compensation, if during the policy period, the insured person shall sustain any injury resulting from an accident, then the Company shall pay to the Insured or his legal representative(s), as the case may be, the sum or sums hereinafter set forth, that is to say –

- a) If such injury shall within twelve calendar months of its occurrence be the sole and direct cause of the death of the Insured Person, the Capital Sum Insured stated in the Schedule hereto, applicable to such Insured Person;
- b) If such injury shall within twelve calendar 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 of 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, the Capital Sum Insured stated in the Schedule hereto applicable to such Insured Person;
 - ii) Use of two hands or two feet, or of one hand and one foot, or of such loss of sight of one eye and such loss of use of one hand or one foot, the Capital Sum Insured stated in the Schedule hereto, applicable to such Insured Person.
- c) If such injury shall within twelve calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of:
 - i) The sight of one eye, or of the actual loss by physical separation of one entire hand or of one entire foot, fifty percent (50%) of the Capital Sum Insured stated in the Schedule hereto, applicable to such Insured Person;
 - ii) Use of a hand or a foot without physical separation, fifty percent (50%) of the Capital Sum Insured stated in the Schedule hereto applicable to such Insured Person.

NOTE: For the purpose of Clauses (b) and (c) above, 'physical separation' of a hand means separation at or above the wrist and of the foot means at or above the ankle.

- d) If such injury shall, as a direct consequence thereof, immediately, permanently, totally and absolutely, disable the Insured Person from engaging in being occupied with or giving attention to any employment or occupation of any description whatsoever, then a lump sum equal to hundred percent (100%) of the Capital Sum Insured, stated in the Schedule hereto applicable to such Insured Person.
- e) If such injury shall within twelve calendar months of its occurrence be the sole and direct cause of the total and/or partial and irrecoverable loss of use or of the actual loss by physical separation of the following, then the percentage of the Capital Sum Insured applicable to such Insured Person in the manner indicated below:

Description of loss	Percentage of Capital Sum Insured (CSI)
Loss of toes - all	20%
Loss of toes great - both phalanges	5%
Loss of toes great - one phalanx	2%
Loss of toes other than great, if more than one toe lost: each	1%
Loss of hearing - both ears	75%
Loss of hearing - one ear	30%
Loss of four fingers and thumb of one hand	40%
Loss of four fingers	35%



Loss of thumb - both phalanges	25%
Loss of thumb - one phalanx	10%
Loss of index finger - three phalanges or two phalanges or one phalanx	10%
Loss of middle finger - three phalanges or two phalanges or one phalanx	6%
Loss of ring finger - three phalanges or two phalanges or one phalanx	5%
Loss of little finger - three phalanges or two phalanges or one phalanx	4%
Loss of metacarpals - first or second (additional) or third, fourth or fifth (additional)	3%
Any other permanent partial disablement -	Percentage as assessed by a panel doctor of the Company

- f) If such injury shall be the sole and direct cause of temporary total disablement, then so long as the Insured Person shall be totally disabled from engaging in any employment or occupation of any description whatsoever, a sum at the rate of one percent (1%) of the Capital Sum Insured stated in the Schedule hereto per week, but in any case not exceeding ₹5,000/- per week in all, under all personal accident policies covering such Insured Person.

Provided that the compensation payable under the foregoing Clause (f) shall not be payable for more than 100 weeks in respect of any one injury calculated from the date of commencement of disablement and in no case shall exceed the Capital Sum Insured applicable to such Insured Person.

Notwithstanding anything to the contrary stated herein only those benefits, which are mentioned above under clauses "a" to "f", shall be covered under the policy which have been specifically mentioned and covered under the Policy Schedule.

ADDITIONAL BENEFIT

- Carriage Of Dead Body:** In the event of death of the Insured Person due to accident as defined in the policy outside his/her residence, the Company in addition to the amount payable under the foregoing Clause
 - Shall also pay for transportation of Insured Person's dead body to the place of residence a lump sum of 2% of Capital Sum Insured or ₹ 2,500/- whichever is less.
- Education Grant:** In the event of death or permanent total disablement of the Insured due to accident, the Company shall pay as education grant for the dependent children as below:
 - If the insured has one dependent child below the age of 25 years, an amount equal to 10% of the capital sum insured subject to maximum of ₹ 5000.
 - If the insured has more than one dependent child below age of 25 years, an amount equal to 10% of the capital sum insured subject to maximum of ₹ 10,000, irrespective of number of dependent children. Payment of education grant as above will be made along with the capital sum insured to the same person who is / are entitled to receive capital sum insured.

EXTENSION: MEDICAL EXPENSE:

The company undertakes, subject to the terms, conditions, exclusions and definitions contained herein or endorsed or otherwise expressed hereon that if during the Policy Period, the Insured/Insured Person shall contract any injury, which results in a claim which is admissible under the Policy, the Company shall indemnify the Insured/Insured Person, for the amount of such medical expenses, which should be reasonable & customary, and which have been incurred during Hospitalization, during Policy period, for Inpatient Care on the written medical advice of a Medical Practitioner for the Medically necessary treatment of the Insured subject to the following:

The Company's maximum liability for such expenses shall not exceed 40% of the compensation paid in settlement of a valid claim under Scope of Cover or 20% of the relevant sum insured whichever is less.

For the purpose of this extension the following words shall mean:

'Hospital' means any institution established for in-patient care and day care treatment of illness and / or injuries and which has been registered as a hospital with the local authorities, wherever applicable, and is under the supervision of a registered and qualified medical practitioner and must comply with all minimum criteria as under the Clinical Establishments (Registration & Regulation) Act,



2010 or under enactments specified under the Schedule of Section 56 (1) of the said act or complies with all minimum criteria as under:

- a. Has qualified nursing staff under its employment round the clock;
- b. Has at least 10 inpatient beds, in towns having a population of less than 10,00,000 and atleast 15 inpatient beds in all other places;
- c. Has qualified medical practitioner(s) in charge round the clock;
- d. Has a fully equipped operation theatre of its own where surgical procedures are carried out
- e. Maintains daily records of patients and make these accessible to the Insurance Company's authorized personnel.

'Hospitalization' means admission in a hospital for a minimum period of 24 consecutive hours for Inpatient care except for day care treatment, where such admission could be for a period of less than 24 consecutive hours.

'In-patient care' means treatment for which the insured person has to stay in a hospital for more than 24 hours for a covered event.

'Medical Advise' means any consultation or advice from a medical practitioner including the issue of any prescription or repeat prescription.

'Medical Expenses' means those expenses that an insured person has necessarily and actually incurred, during the policy period for medical treatment on account of injury on the Medical Advice of a medical practitioner, as long as these are no more than would have been payable if the insured person had not been insured and no more than other hospitals or Medical Practitioners in the same locality would have charged for the same medical treatment.

'Medical Practitioner' is a person who holds a valid registration from the Medical Council of any state or Medical Council of India and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of his license and should not be the policy holder/ insured or close family member of the policyholder/ insured.

'Medically necessary treatment' is any treatment, tests, medication, or stay in hospital or part of stay in a hospital which

- a. Is required for the medical management of the injury suffered by the insured;
- b. Must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity;
- c. Must have been prescribed by a medical practitioner;
- d. Must conform to the professional standards widely accepted in international medical practice or by the medical community in India.

'Reasonable & Customary charges' means the charges for services or supplies, which are the standard charges for the specific provider and consistent with the prevailing charges in the geographical area of identical or similar services, taking into account the nature of the injury involved.

Special Exclusions

PROVIDED ALWAYS THAT the Company shall not be liable under this policy for:

1. Death or disablement resulting directly or indirectly caused by, contributed to or aggravated or prolonged by childbirth or from pregnancy or in consequence thereof.
2. Compensation under more than one of the foregoing Clauses in respect of the same period of disablement of the Insured Person.
3. Any other payment to the same person after a claim under one of the foregoing Clauses (a), (b) or (d) has been admitted and become payable save for payments under medical expenses extension and for carriage of dead body.
4. Any payment in case of more than one claim in respect of such Insured Person under the policy during any one period of insurance by which the maximum liability of the Company specified in the Schedule applicable to such Insured Person would exceed the sum payable under the foregoing Clause (a) of this policy to such Insured Person. This would not apply to payments made under medical expenses extension and for carriage of dead body.
5. Payment of weekly compensation until the total amount shall have been ascertained and agreed.
6. Payment of compensation in respect of death, injury or disablement of the Insured Person (a) from intentional self-injury, suicide or attempted suicide, (b) whilst under the influence of intoxicating liquor or drugs (c) whilst engaging in aviation or ballooning whilst mounting into, dismounting from or travelling in any aircraft or balloon other than as a passenger (fare paying) in any duly licensed standard type of aircraft anywhere in the world, (d) directly or indirectly caused by venereal diseases, AIDS or insanity, (e) arising or resulting from the Insured Person committing any breach of law with criminal intent.



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

Policy holders'/ Insured Person's duty at the time of claim

Claim Procedure

The fulfillment of the terms and conditions of this Policy (including the realization of premium by their respective due dates) in so far as they relate to anything to be done or complied with by the Policyholder or any Insured Person, including complying with the following steps, shall be the condition precedent to the admissibility of the Claim. Upon the happening of any accident / Injury that may give rise to a Claim under this Policy, then as a condition precedent to the admissibility of the Claim, the Policyholder/ Insured Person / legal heir shall undertake the Following:

1. Claims Intimation:

In the event of accident or Injury which has resulted in a Claim or may result in a Claim covered under the Policy, the Policyholder/Insured Person / legal heir must notify to the Company either at the call center or in writing immediately. In case of death, written notice of the death must, unless reasonable cause is shown, be so given before internment / cremation, and in any case, within one calendar month after the death, and in the event of loss of sight or amputation of limb(s), written notice thereof must be given within one calendar month after such loss of sight or amputation. The following details are to be provided to the Company at the time of Intimation of Claim:

- a. Policy Number
- b. Name of the Policyholder
- c. Name of the Insured Person in whose relation the Claim is being lodged
- d. Nature of accident / Injury
- e. Name and address of the attending Medical Practitioner and Hospital
- f. Date of accident
- g. Any other information as requested by the Company

2. Claims Procedure

The Policyholder/ Insured Person shall be required to submit the documents as mentioned in Clause 4 of this section.

3. Policyholder's / Insured Person's duty at the time of Claim

- a) The Policyholder / Insured Person must take reasonable steps or measure to avoid or minimize the quantum of any Claim that may be made under this Policy.
- b) Forthwith intimate / file / submit a Claim in accordance with Clause 1 and 3 of this section.
- c) If so requested by the Company, the Insured Person will have to submit himself for a medical examination by the Company's nominated Medical Practitioner as often as it considers reasonable and necessary. The cost of such examination will be borne by the Company.
- d) Proof satisfactory to the Company shall be furnished on all matters upon which a claim is based. Any Medical or other agent of the Company shall be allowed to examine the Insured Person on the occasion of any alleged injury or disablement when and so often as the same may reasonably be required on behalf of the Company. On occurrence of an event which will lead to a Claim under this Policy, the Policyholder/ Insured Person shall:
 - i) Allow the Medical Practitioner or any of the Company's representatives to inspect the any relevant document pertaining to the injury / accident / incident, medical and hospitalization records, investigate the facts and examine the Insured Person.
 - ii) Assist and not hinder or prevent the Company's representatives in pursuance of their duties for ascertaining the admissibility of the Claim under the Policy. If the Policyholder / Insured Person / legal heir does not comply with the provisions of these conditions all benefits under this Policy shall be forfeited at the Company's option.

4. Claim Documents

The Policyholder / Insured Person /Nominee /Legal Heir shall submit to the Company the following documents for or in support of the Claim:

- a. Death Certificate (in case of Death Claim)
- b. Disability Certificate (in case of Disability Claim)
- c. Duly completed and signed Claim Form, in original

- d. Medical Practitioner's referral letter advising Hospitalization
- e. Medical Practitioner's prescription advising drugs/ diagnostic tests / consultation
- f. Original bills, receipts and discharge card from the Hospital/Medical Practitioner
- g. First Information Report/ Final Police Report
- h. Post mortem report, if available
- i. Any other document as required by the Company to assess the Claim.

Special Terms Applicable to PA section

1. Records to be maintained

The Policyholder/ Insured Person shall keep an accurate record containing all relevant accident / injury records and shall allow the Company or its representative(s) to inspect such records. The Policyholder/ Insured Person shall furnish such information as the Company may require under this Policy at any time during the Policy Period and up to three years after the policy expiration, or until final adjustment (if any) and resolution of all Claims under this Policy.

2. Withdrawal / Revision / Modification of the Product

The Company reserves the right to withdraw, revise or modify this product /policy in the future. The revision/modification may be in respect of Benefits, coverage, premiums, policy terms and conditions &/or exclusions.

In the event of any such withdrawal of product/terms of policy, premium the company would give a 3 months notice in advance to the policyholder.

In the event of any revision or modification of the product the company will notify the policyholder in advance of such changes.

3. Payment of Interest

In the event of delay in settlement of claim beyond the period as specified by the Insurance Regulatory Development Authority of India (IRDA) the Company shall be liable to pay interest as per the rate as defined by IRDA's Protection of Policy Holder Interest Regulation.

Section XI (a & B) - Legal Liability

The Company will indemnify the Insured in respect of sums which the Insured shall become legally liable to pay (subject to the sum set in the Schedule).

Sub-section XI A- Towards Employees (domestic Servants):

This Sub-section covers Insured's legal liability to domestic servants under Fatal Accidents Act, 1855/ Employee's Compensation Act, 1923 or any amendments thereto and in Common Law to pay compensation in respect of accidental death or injury sustained during the Currency of the policy arising out of and in the course of employment in India with the Insured. In addition to compensation as stated above, the Company will also pay claimant's cost fees and expenses and defense costs incurred with its consent in defending a claim.

Sub-section XI B - Towards Third Parties:

This Sub-section covers Insured's legal liability to pay compensation including claimant's costs, fees and expenses incurred with the consent of the Company, anywhere in India, in accordance with Indian Law. The liability of the Company under this Sub-section in respect of compensation and litigation expenses is limited to the sum specified in the Schedule hereto for any one accident and for all accidents during any one period of insurance.

The indemnity under this Sub-section only applies to compensation and litigation expenses incurred by the Insured with the Company's written consent in respect of accidental death of or bodily injury to any person other than a person in the Insured's service and/or accidental damage to property caused by or through the fault or negligence of the Insured or of any member of the Insured's family or household permanently residing with the Insured.

Special Exceptions

The Company shall not liable in respect of:

1. Any compensation for death of or bodily injury to any member of the Insured's family or damage to property belonging to or in the custody or the control of the Insured or any member of the Insured's family.
2. Liability assumed by the Insured by agreement unless such liability would have attached to the Insured notwithstanding such agreement.
3. Accidents, directly or indirectly, caused by, traceable to or arising out of the ownership, possession or the custody by or



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on behalf of the Insured of animals, vehicles, aircraft, ship, boats or crafts of any kind.

GENERAL CONDITIONS AND EXCEPTIONS APPLICABLE TO ALL SECTIONS

A. General Conditions

1. **Notice:** Every notice and communication to the Company required by this policy shall be in writing and be addressed to the nearest office of the Company.
2. **Misdescription:** This policy shall be void and all premium paid shall be forfeited to the Company in the event of misrepresentation, misdescription or non-disclosure of any material particulars.
3. **Reasonable Care:** The Insured shall take all reasonable steps to safeguard the property insured against any loss or damage.
4. **Cancellation:** The Company may at any time, cancel this policy, by giving 7 days notices in writing by Regd. A/D. to the Insured at his last known address in which case the Company shall return to the Insured a proportion of the last premium corresponding to the unexpired period of insurance.

The Insured may also give 7 days notice in writing, to the Company, for the cancellation of this policy, in which case Company shall retain premium for the period this policy has been in force at the Company's short period scales (Table given here below), provided no claim has occurred up to the date of cancellation of this policy.

Table of Short Period Scales

Period of Risk (Not exceeding)	Premium to be retained (% of the Annual Rate)
1 Week	10%
1 Month	25%
2 Months	35%
3 Months	50%
4 Months	60%
6 Months	75%
8 Months	85%
Exceeding 8 Months	Full Annual Premium

5. Claims Procedure:

- (i) The Insured shall upon the occurrence of any event giving rise or likely to give rise to a claim under this policy:
 - a. In the event of theft lodge forthwith a complaint with the Police and take all practicable steps to apprehend the guilty person or persons and to recover the property lost.
 - b. Give immediate notice thereof to the Company and shall within fourteen (14) days thereafter furnish to the Company at his own expense detailed particulars of the amount of the loss or damage together with such explanations and evidence to substantiate the claim as the Company may reasonably require.
 - c. Tender to the Company all reasonable information, assistance and proof in connection with any claim.
- (ii) If the Insured Person shall sustain any bodily injury in respect of which a claim is or may be made hereunder prompt written notice thereof shall be given to the Company as soon as possible but in any event within fourteen days of the date of injury. If the Insured Person shall die, notice of death shall be given by the legal representative(s) forthwith. All certificates, information and evidence whether from a Medical Attendant or otherwise required by the Company shall be furnished at the expense of the Insured or his legal representatives and shall be in such form and of such nature as the Company may prescribe. The Insured Person must immediately after the occurrence of any accident which may be the subject of a claim hereunder obtain medical treatment failing which the company will not be liable for any consequence thereof.
- (iii) The Insured shall forward to the Company forthwith every written notice or information of any verbal notice of claim and shall send to the Company any writ, summons or other legal process issued or commenced against the Insured and shall give all necessary information and assistance to enable the Company to settle or resist any claim or to institute proceedings. The Insured shall not incur any expenses in making good any claim without the written consent



of the Company and shall not negotiate, pay, settle, admit or repudiate any claim without such consent.

6. **Contribution:** If at the time of happening of any loss or damage covered by this policy there shall be existing any other insurance covering the same property insured, whether effected by the Insured or not then the Company shall not be liable to pay or contribute more than its ratable proportion of any loss or damage. However, this condition shall not have any effect on Section X-Personal Accident of the policy.
7. **Fraud:** if any claim under this policy shall be in any respect fraudulent or if any fraudulent means or device are used by the Insured or by any one acting on the Insured's behalf to obtain any benefit under this policy, all benefits under the policy shall be forfeited.
8. **Indemnity:** The Company may at its option reinstate, replace or repair the property or premises lost or damaged or any part thereof instead of paying the amount of loss or damage or may join with any other insurer in so doing but the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of occurrence of such loss or damage not more than the sum insured thereon.
9. **Average:** if the property hereby insured shall at the time of any loss or damage 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 ratable proportion of the loss or damage accordingly. Every item, if more than one, in the policy shall be separately subject to this condition.
10. **Observation of Terms and Conditions:** The due observance and fulfillment of the terms, conditions and endorsements of this policy insofar 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.

B. General Exceptions

The Company shall not be liable in respect of:

1. Loss, damage, liability or expenses, whether direct or indirect occasioned by happening through or arising from any consequences of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection military or usurped power or civil commotion or loot or pillage in connection therewith.
2. Loss or damage caused by depreciation or wear and tear.
3. Consequential loss of any kind or description.
 - a) Loss or damage, directly or indirectly, caused by or arising from or in consequence of or contributed to by nuclear weapons material.
 - b) Loss or damage, directly or indirectly, caused by or arising from or in consequence of or contributed to by ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For this purpose only combustion shall include any self-sustaining process of nuclear fission.

GRIEVANCES

If the Policyholder has a grievance that the Policyholder wishes the Company to redress, the Policyholder may contact the Company with the details of his grievance through:

Website	https://www.indusindinsurance.com
e-mail	services@indusindinsurance.com
Telephone	022 4890 3009 (paid)
Post/Courier	Any branch office, the correspondence address, during normal business hours
Write to us at (Correspondence Only)	IndusInd General Insurance, 6th Floor, Oberoi Commerz, International Business Park, Oberoi Garden City, Off. Western Express Highway, Goregaon (E), Mumbai - 400063

For further details on Grievance redressal procedure please refer: <https://www.indusindinsurance.com/Insurance/About-Us/Grievance-Redressal.aspx>

If the Policyholder is not satisfied with the Company's redressal of the Policyholder's grievance through one of the above methods, the Policyholder may approach the nearest Insurance Ombudsman for resolution of the grievance. The contact details of Ombudsman offices are mentioned below:



OMBUDSMAN OFFICE

Office of the Ombudsman	Address	Contact Details	Areas of Jurisdiction
AHMEDABAD	Office of the Insurance Ombudsman, 2nd Floor, Ambica House, Near C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad – 380 001.	Tel.: 079 - 27546150/27546139 Fax: 079 - 27546142 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, UT of Dadra & Nagar Haveli, Daman and Diu
BENGALURU	Office of Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27- N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560078.	Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka
BHOPAL	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003.	Tel.: 0755 - 2769201, 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh & Chhattisgarh
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009.	Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@cioins.co.in	Orissa
CHANDIGARH	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017.	Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, UT of Chandigarh
CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, Chennai 600 018.	Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu, UT - Pondicherry Town and Karaikal (which are part of UT of Pondicherry)
DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002.	Tel.: 011 - 23239633 / 23237532 Fax: 011 - 23230858 Email: bimalokpal.delhi@cioins.co.in	Delhi
GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar Over Bridge, S.S. Road, Guwahati – 781001 (ASSAM).	Tel.: 0361 - 2132204 / 2132205 Fax: 0361 - 2732937 Email: bimalokpal.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD	Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004.	Tel.: 040 - 65504123 / 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana and UT of Yanam - a part of UT of Pondicherry.
JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005.	Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@cioins.co.in	Rajasthan
ERNAKULAM	Office of the Insurance Ombudsman, LIC OF INDIA, 10th Floor, Jeevan Prakash', Divisional Office, M. G. Road, Ernakulam, Kochi – 682011.	Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, UT of (a) Lakshadweep, (b) Mahe-a part of UT of Pondicherry.



KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, Kolkata - 700 072.	Tel.: 033 - 22124339 / 22124340 Fax: 033 - 22124341 Email: bimalokpal.kolkata@cioins.co.in	West Bengal, UT of Andaman & Nicobar Islands, Sikkim
LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001.	Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh: Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti,
			Ambedkar Nagar, Sultanpur, Maharajgang, Sant Kabir Nagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharath Nagar.
MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054.	Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector 15, Dist: Gautam Buddh Nagar, U.P. - 201301.	Tel.: 0120 - 2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanoj, Mainpuri, Mathura, Meerut, Moradabad,
			Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Budha Nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiram Nagar, Saharanpur.
PATNA	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna - 800 006.	Tel.: 0612 - 2680952 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand.
PUNE	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune - 411 030.	Tel.: 020 - 41312555 Email: bimalokpal.pune@cioins.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

The updated details of Insurance Ombudsman are available on IRDA website: www.irdai.gov.in, on the website of General Insurance Council: www.gicouncil.in, our website www.indusindinsurance.com

Standard Special Clause

Agreed Bank Clause

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

Under this Clause, You agree as follows:

- i. We shall pay to the Bank the entire amount that We are liable to pay under this Policy. Such Bank will receive it for its own demand, and as agent for any other person interested in the amount.
- ii. When We pay the amount to the Bank, Our liability under this Policy will be discharged, and will be binding on all of You and all persons named as the insured.
- iii. Any notice or communication We make to the Bank under the provisions of this Policy shall be sufficient notice or communication to You.
- iv. Any settlement or compromise that We make with the Bank will be binding on You and all persons named as the insured. However such settlement or compromise will not affect the rights of the Bank to recover any amount from You or any other person.
- v. If You make any change in the use of the Insured Property or Your Premises, or sell or transfer the Insured Property, such actions will not prejudice the interest of the Bank under the Policy and this Clause, unless the condition has been broken by the Bank or its employees.
- vi. If You commit any act or omission that will increase the risk, the insurance cover will not be invalidated. However, the Bank shall notify Us of any change or ownership, or alterations and increase in risks as soon they become known to the Bank, and shall pay additional premium from the time of such change.
- vii. When We pay the amount to the Bank, We will become legally and automatically subrogated to all rights of the Bank to the extent of such payment. This will not impair or prejudice the rights of the Bank to recover any amount from You or any other person.

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

