

**RAHEJA QBE GENERAL INSURANCE COMPANY LIMITED**

Corporate Office: Fulcrum, 501 & 502, A wing, 5th Floor, International Airport project road, Sahar, Andheri East, Mumbai 400059

Toll Free number – 1800 102 7723 (9 am to 8 pm, Monday to Saturday)

Website: www.rahejaqbe.com

Email: customercare@rahejaqbe.com Corporate Identity

Number: U66030MH2007PLC173129,

IRDA Reg. No. 141

GSTIN - 27AADCR7145R1ZN (Mumbai Branch)

GST Service Code - 997139 claims@rahejaqbe.com

Raheja QBE Homeowners Package

Policy Wordings

You chose this **Homeowners Package 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. Please read this Policy carefully and make sure that you understand it. If you have any doubts about the policy, please call our Toll free number or write to the nearest Raheja QBE Office.

This Policy and the Insurance Contract

Your Policy: This **Homeowners Package Policy** is a contract between You and Us as stated in the following:

1. THE INSURANCE CONTRACT

- a. The Policy is an evidence of the contract between you and us
- b. The Proposal or any information and all declarations supplied by you or on Your behalf forms the basis of this contract.
- c. The Policy Schedule attached to this Policy document,
- d. Any Endorsement attached to and forming part of this Policy document,
- e. Any Add-on to this Policy that You may have purchased from Us,
- f. This Policy has been issued on receipt of premium from you for the period stated in the schedule. Any subsequent renewal will be on our acceptance of your proposal and payment of premium for the renewal period.
- g. The terms, conditions and exceptions that appear in the Policy or in any endorsement are part of the contract and must be complied with. Failure to comply may result in the claim being denied.

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"> 1. 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; 2. for any enclosed structure on the same site, it is the net usable floor area of such structure; and 3. 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.

Word /s	Specific meaning
Cost of Construction	<p>The amount required to construct Your Home Building at the Commencement Date.</p> <p>This amount is calculated as follows:</p> <p>a. For residential structure of Your Home including Fittings and Fixtures:</p> <p>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 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>b. For additional structures: the amount that is based on the prevailing rate of Cost of Construction at the Commencement Date as declared by You and accepted by Us.</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	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.
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.
Market Value for assets other than stocks	The replacement value of the item as New at time of Damage or Loss less due allowance for betterment, wear and tear and/or depreciation, for the use of the machine/goods
Market value for stocks	means the procurement value of stocks from the same or similar source
Policy	Policy wording, the Schedule, the Proposal form and Endorsement / Memoranda if any.

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.
Word /s	Specific meaning
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.
Property	Assets, machinery, equipment, furniture, fixtures and fittings, electrical installations and stock and stock-in-trade in your premises as described in the Schedule to this Policy including items contained therein for which you are accountable.
Proposal	The application form you sign for this insurance and/or any other information you provide us or which is given to us on your behalf.
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.
Reinstatement Value	The cost of replacing or reinstating on your premises, property of the same kind or type but not superior to or more extensive than the insured property when new. At the time of a loss the claim will be settled without applying any depreciation. In effect you will be getting new for old.
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	Raheja QBE General Insurance Company Ltd, that has provided Insurance Cover under this Policy.
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.

5. Various sections under the RQBE Homeowners Package policy are as below,

Section 1 – Fire & Allied Perils

Clause A. 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 any loss or damage, or destruction caused to the Insured Property
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 Home Building stands, 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 groundworks 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	-
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	Column A	Column B
	We cover physical loss or damage, or destruction caused to the Insured Property by	We do not cover any loss or damage, or destruction caused to the Insured Property
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)	Exclusions and Excess as per Terrorism Clause.
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 defects in the construction known to You.
14.	Theft within 7 (seven)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 Home, or b. of any article or thing attached from the outside of the outer walls or the roof of Your Home, unless securely mounted.

Clause B: 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 A** of this Policy. We also cover

architect's, surveyor's, consulting engineer's fees, cost of removing debris as specified under **Clause B (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 B (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 self- employed 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

- a. The Sum Insured for the Home Building Cover is the prevailing Cost of Construction of Your Home Building at the Commencement Date as declared by You and accepted by Us and will be the maximum amount payable in the event the Home Building is a Total Loss.
- b. If the Policy Period is more than one year, We will automatically increase Your Sum Insured during the Policy Period by 10% per annum on each anniversary of Your Policy without additional premium for a maximum of 100% of the Sum Insured at the Policy Commencement Date.
- c. The Sum Insured will be automatically increased each day by an amount representing 1/365th of 10% of Sum Insured at the Policy Commencement Date for annual policies.
- d. 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

- a. 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.
- b. 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.
- c. 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.
- d. If Your Home Building is a Total Loss, We will pay You the Sum Insured of the

Home Building.

- e. If only an additional structure is destroyed, We will pay You an amount equal to the Cost of Construction of the additional structure.
- f. In addition to what **Clause B (5) (c)** of this Policy provides for, We will pay You the following expenses:
 - i. up to 5% of the claim amount for reasonable fees of architect, surveyor, consulting engineer;
 - ii. 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 B (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:

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

Clause C. 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. Ionising 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.

Section 2 - Burglary and Housebreaking

1. Operative Clause

We hereby agree, subject to the terms, conditions and exclusions herein contained or endorsed or otherwise expressed hereon, to indemnify you to the extent of the intrinsic value of –

- 1.1. any loss of or damage to property or any part thereof whilst contained in the premises as described in the Schedule hereto due to burglary or house-breaking or hold-up;
- 1.2. damage caused to the premises resulting from burglary and/or housebreaking or any attempt thereat, 1.2 any time during the period of insurance.

Provided always that our liability shall in no cases exceed the Sum Insured as stated against each item or total Sum Insured as stated in the Schedule.

2. Exclusions

The Company shall not be liable in respect of -

- 2.1. Gold or silver articles, watches or jewellery or precious stones or models or coins or curios, sculptures, manuscripts, rare books, plans, medals, moulds, designs, deeds, bonds, bills of exchange, bank, treasury or promissory notes, cheque, money, securities, stamps, collection of stamps, business books or papers, unless specifically insured.
- 2.2. Loss or damage where any inmate or member of your household or of your business staff or any other person present lawfully in the premises in context of the business concerned is involved in the actual theft or damage to any of the articles or premises or where such loss or damage have been expedited or in any way assisted or brought about by any such person or persons.

- 2.3. Loss or damage which is recoverable under Fire or Plate Glass Insurance Policy or any other policy.
- 2.4. 4.4.1 Loss or damage directly or indirectly, proximately or remotely occasioned by or which arises out of or in connection with riot and strike, civil commotion, terrorist activities, earthquake, flood, storm, volcanic eruption, typhoon, hurricane, tornado, cyclone or other convulsions of nature or atmospheric disturbances.
- 4.4.2. Loss or damage whether direct or indirect arising from war, warlike operations and of foreign enemy hostilities (whether war be declared or not), civil war, revolution, insurrection, civil commotion, military or usurped power, seizure, capture, confiscation, arrests, restraint and detainment by Order of any government or any other Authority.
- 4.4.3. In any action, suit or other proceedings where we allege that by reason of provisions hereof, any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon you.
- 2.5.1.1 4.5.1 Any loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss and any legal liability of whatsoever nature directly or indirectly, caused by or contributed to by, or arising from ionising radiation or contamination by radioactivity from any source whatsoever.
- 4.5.2. Any accident, loss, destruction, damage or Legal Liability, directly or indirectly, caused by or contributed to by or arising from Nuclear weapons material.
- 2.6 Consequential loss or legal liability of any kind.
- 2.7 Loss or damage by theft in excess of Rs.10,000/-

- 2.8 Loss of money and/or other property abstracted from safe following the use of the key to the said safe or any duplicate thereof belonging to you, unless such key has been obtained by assault or violence or any threat thereof.
- 2.9 Loss of or damage to any property insured under this Policy due to any misfeasance, malfeasance or nonfeasance or breach of trust in relation thereto by you.
- 2.10 Loss which is unexplained or mysterious nature or not substantiated.
- 2.11 Any shortage due to error or omission or deleted at the time of inventory.

This Policy shall cease to attach:

- 2.11.1. if the premises have been left uninhabited for day and night continuously for thirty or more consecutive days and nights;
- 2.11.2 if you shall cause or suffer any material alteration to be made in the premises or anything to be done whereby the risk has thus been increased;
- 2.11.3 to any property of interest to you which shall pass from you otherwise than by will or operation of law;

unless, in every case, our consent to the continuance of the insurance thereon is obtained and signified on the Policy.

2.12.0 Terrorism Damage Exclusion Warranty:

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

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

purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.

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

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

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

3. Special Conditions

3.1 Reinstatement of Sum Insured: Immediately upon the happening of any loss or damage as described in the Policy, the total Sum Insured and the Sum Insured upon the various descriptions of property which have been lost or damaged shall be reduced by the amount of loss or damage and such reduced sums insured shall be the limit of our liability in respect of any further loss or damage occurring during the current period of insurance, unless we consent and upon payment of an additional premium to reinstate the full Sum Insured.

3.2 Maintenance of books & keys: You shall keep a daily record of the amount of cash as contained in the safe or strong room and such record shall be deposited in a secure place other than the safe or strong room and produced as evidence in support of a claim under this Policy. The keys of the safe or strong room shall not be left on the premises out of business hours, unless the premises are occupied by you or any other authorised employee of yours, in which case, such keys if left on the premises shall be deposited in a secure place not in the vicinity of the safe or strong room.

4. General Conditions



- 4.1. **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.
- 4.2. **Duty Of Disclosure:** This Policy shall be void and all premiums paid hereon shall be forfeited to us in the event of misrepresentation, mis-description or nondisclosure of any material fact.
- 4.3. **Reasonable Care:** You shall take all reasonable steps to safeguard the property insured against accident, loss or damage.
- 4.4. **Alteration Of Risk:** All cover under this Policy shall cease if any alteration be made whereby the risk of loss or damage is increased until such alteration be agreed to by us in writing.
- 4.5. **Statutory Compliance:** You shall comply with all statutory and other regulatory prescription in force. You shall observe all manufacturers' instructions concerning:
 - 4.5.1. The inspection of machinery, plant, equipment and apparatus,
 - 4.5.2. The safety of persons or property.

Section 3 - Machinery Breakdown

NOW THIS POLICY OF INSURANCE WITNESSETH that subject to the terms, exceptions, exclusions, provisions and conditions as contained herein or endorsed hereon, the company will at its own option by payment or reinstatement or repair indemnify the Insured against unforeseen and sudden physical damage by any-cause not hereinafter excluded to any insured property specified in the attached schedule (s) whilst in the premises therein mentioned necessitating its immediate repair or replacement. This Policy shall apply to the insured items after successful completion of their performance/acceptance tests, whether they are at work or at rest, or being dismantled for the purpose of cleaning or overhauling, or in the course of the aforesaid operations themselves, or when being shifted within the premises, or during subsequent re-erection. The liability of the Company for any one item of the Insured property shall not exceed in the aggregate in any one period of Insurance the Sum Insured as set against such item in the attached schedule(s), unless the Sum Insured under such item is reinstated after occurrence of a claim for balance period.

1. General Exceptions

The company shall not be liable under this policy in respect of:

- 1.1. Loss, damage and/or liability caused by or arising from or in consequence, directly or indirectly of fire including extinguishments of a fire or clearance of debris and dismantling necessitated thereby, smoke, soot, aggressive substance, lightning explosion of any kind (other than bursting or disruption of turbines, compressors, cylinders of steam engines, hydraulic cylinders or flywheels or other apparatus subject to centrifugal force, internal pressure) theft, collapse of building, subsidence, landslide, rockslide, water which escapes from water containing apparatus, flood, inundation, storm, tempest, earthquake, volcanic eruption or other Acts of God, impact of land borne or water borne or airborne craft or aerial devices and/or articles dropped there from.

- 1.2. Any loss or damage by fire within the electrical appliances and installation insured by this Policy arising from or occasioned by overrunning, excessive pressure, short circuiting, arcing, self heating or leakage of electricity from whatever cause (lightning included) is covered; provided that this extension shall apply only to the particular electrical machine; apparatus fixtures fittings or portions of the electrical installation so affected and not to other machines apparatus fixtures fittings or portions of the electrical equipment which may be destroyed or damaged by fire so set up. Loss, damage and/or liability caused by or arising from or in consequence, directly of:
 - 1.2.1. War, invasion, Act of foreign enemy, Hostilities or war like operations (Whether war be declared or not). Civil war, rebellion, revolution, Insurrection, Mutiny, Riot, Strike, Lockout and Malicious Damage, Civil Commotion, Military or Usurped Power, Martial Law, Conspiracy, Confiscation, Commandeering by a group of malicious persons or persons acting on behalf of or in connection with any political Organization, Requisition, or Destruction or damage by order of any Government de jure or de facto or by any Public, Municipal or Local Authority.
 - 1.2.2. Nuclear reaction, nuclear radiation or radioactive contamination.
- 1.3. Accident Loss/damage and/or liability resulting from overload experiments or tests requiring imposition of abnormal conditions.
- 1.4. Gradually developing flaws, defects, cracks or partial fractures in any part not necessitating immediate stoppage, although at some future time repair or renewal of the parts affected may be necessary.
- 1.5. Deterioration of or wearing away or wearing out of any machine caused by or naturally resulting from normal use or exposure.
- 1.6. Loss, damage and/ or liability caused by or arising out of the willful act or willful neglect or gross negligence of the insured or his responsible representatives.
- 1.7. Liability assumed by the insured by agreement unless such liability would have attached to the insured notwithstanding such agreement.
- 1.8. Loss, damage and/or liability due to faults or defects existing in at the time of commencement of this insurance and known to the Insured or his responsible

representatives but not disclosed to the Company.

- 1.9. Loss of use of the Insured's plant or property or any other consequential loss incurred by the Insured.
- 1.10. Loss, damage and /or liability due to explosion in chemical recovery Boilers, other than pressure explosion for eg. Smelt, chemical, ignition, Explosion etc.

2. SPECIAL EXCLUSIONS

The Company shall not be liable for: -

- 2.1. The Excess, as stated in the Schedule, to be first borne by the insured out of each and every claim; where more than one item is damaged in one and the same occurrence, the insured shall not, however, be called upon to bear more than the highest Excess applicable to any one such item;
- 2.2. Loss of or damage to belts, ropes, chains, rubber tyres, dies, moulds, blades, cutters, knives or exchangeable tools, engraved or impression cylinders or rolls; objects made of glass, porcelain, ceramics, all operating media (e.g. lubricating oil, fuel, catalyst, refrigerant, dowtherm) felts, endless conveyor belts or wires; sieves, fabrics, heat resisting and anti-corrosive lining and parts of similar nature, packing material, parts not made of metal (except insulating material) and non-metallic lining or coating of metal parts.
- 2.3. Loss or damage for which the manufacturer or supplier or repairer of the property is responsible either by law or under contract; In any action, suit or other proceeding where the Company alleges that by reason of the exceptions or exclusions above, any loss, destruction, damage or liability is not covered by this insurance, the burden of proving that such loss, destruction, damage or liability is covered shall be upon the Insured.

3. Provisions

3.1. Sum Insured:

It is a requirement of this Insurance that the Sum Insured shall be equal to the cost of

replacement of the insured property by new property of the same kind and same capacity which shall mean its replacement cost including freight and customs duties, if any, and erection costs.

3.2. Basis Of Indemnity:

3.2.1. In cases where damage to an insured item can be repaired, the Company will pay expenses necessarily incurred to restore the damaged machine to its former state of serviceability plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs as well as ordinary freight to and from a repair shop, customs duties and dues if any to the extent such expenses have been included in the Sum Insured. If the repairs are executed at a workshop owned by the Insured, the Company will pay the cost of materials and wages incurred for the purpose of the repairs plus a reasonable percentage to cover overhead charges.

No deduction shall be made for depreciation in respect of parts replaced except for

1. Wear and tear parts and
2. Parts for which manufacturers have specified a fixed life for use and the like but the value of any salvage will be taken into account.

If the cost of repairs as detailed hereinabove equals or exceeds the actual value of the machinery insured immediately before the occurrence of the damage the settlement shall be made on the basis provided for in (b) below.

3.2.2. In cases where an insured item is destroyed the Company will pay the actual value of the item immediately before the occurrence of the loss including costs for ordinary freight erection and customs duties if any provided such expenses have been included in the sum insured, such actual value to be calculated by deducting proper depreciation from the replacement value of the item. The Company will also pay any normal charges for the dismantling of the machinery destroyed but the salvage will be taken into account. Any extra charges incurred for overtime,

night-work, work on public holidays, express freight, are covered by this insurance only if especially agreed to in writing.

In the event of the maker's drawings patterns and core boxes necessary for the execution of a repair not being available, the Company shall not be liable for the cost of making any such drawings patterns and core boxes. The cost of any alterations, improvements or overhauls shall not be recoverable under this Policy. The cost of any provisional repairs will be borne by the Company if such repairs constitute part of the final repairs and do not increase the total repair expenses.

If the Sum Insured is less than the amount required to be insured as per Provision 1 hereinabove, the Company will pay only in such proportion as the Sum Insured bears to the amount required to be insured. Every item if more than one shall be subject to this condition separately.

The company will make payments only after being satisfied, with the necessary bills and documents that the repairs have been affected or replacement have taken place, as the case may be. The company may, however, not insist for the bills and the documents in case of total loss where the insured is unable to replace the damaged equipments for the reasons beyond their control. In such case claims can be settled on indemnity Basis.

3.3. Inspection Of Turbines And Turbo-Generators

All Mechanical and Electrical parts of any steam turbine, gas turbine, water turbine or generator up to 30,000 KW shall be inspected and overhauled thoroughly under the supervision of Maker's representatives or any competent agency in the field, in a completely opened up state at least every 2 yrs: for turbine and generators exceeding 30,000Kw such inspection and overhaul shall take place after 32,000 hours of operation or every four years. The extensions for the interval between successive overhauls to 64,000 hrs / 8 years are as under.

Period Between Successive Overhaul	Terms And Conditions
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Beyond 32000 hr/4years and upto 48000 hrs/6 years	Excess shall be 25% of claim amount subject to a minimum of 150% of the normal excess
Beyond 48000hr/6years and upto 56000 hrs/7 years	Excess shall be 37.5% of claim amount subject to a minimum of 200% of the normal excess
Beyond 56000 hr/7years and upto 64000 hrs/8 years	Excess shall be 50% of claim amount subject to a minimum of 300% of the normal excess
Beyond 64000 hr/8years	To be referred to Chief Underwriter

The cost of inspection and overhauling shall be borne by the Insured and a copy of the Report issued by the Maker's representative or competent agency on such inspection and overhauling shall be furnished to the Company immediately after the work has been carried out.

The Insured shall arrange for these regular inspections in such a way as to enable the company's representative to be present at the inspection at their own expenses. The Company shall be notified at least seven days in advance of the commencement of any overhauling necessary according to expert opinion.

If the insured fails to comply with the requirements of this condition, the Company shall be free from all liability for loss or damage caused by any circumstances, whatsoever. The insured may apply for an extension of the period between any two regular inspections, and such extension shall be considered if in the opinion of the Company, the risk is not aggravated thereby.

3.4. CONDITIONS:

- 3.4.1. This Policy and the attached Schedule(s) shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of this Policy or of the attached Schedule (s) shall

bear the same meaning wherever they may appear.

3.4.2. If a claim is in any respect fraudulent or if any false declaration is made or used in support thereof or if any fraudulent means or devices are used by the insured or any one acting on his behalf to obtain any benefit under this Policy or if a claim is made and rejected and no action, or suit is commenced within three months after such rejection or in the event of arbitration taking place as provided herein within three months after the arbitrator or arbitrators have made their awards, all benefit under this Policy shall be forfeited.

3.4.3. No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company who shall be entitled if they so desire to take over and conduct in the name of the Insured the defence or settlement of any claim for indemnity or damage or otherwise and shall have full discretion in the conduct of any proceeding or in the settlement of any claim and the Insured shall give such information and assistance as the Company may require.

3.4.4. The due observance and fulfillment of the terms, provisions and conditions of and endorsement on this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

Section 4 - Electronic Equipment Insurance

This Policy shall apply to the Insured items only after successful completion of their performance/acceptance test whether they are at work or at rest or being dismantled for the purpose of cleaning or overhauling or in the course of aforesaid operations themselves or when being shifted within the premises or during subsequent re-erection.

The liability of the Company for any one item of the Insured property shall not exceed in aggregate in any one period of Insurance the sum insured set against such items in the attached Schedule(s) unless the Sum Insured under such item is reinstated after occurrence of a claim for balance period.

General Exclusions –

The Company will not indemnify the Insured in respect of loss, damage or liability directly caused by or arising out of or aggravated by -

1. War, Invasion, Act of foreign Enemy, Hostilities or War Like operations (whether war be declared or not), Civil War, Rebellion Revolution, Insurrection Mutiny, Civil Commotion, Confiscation, Commandeering a Group of Malicious persons or persons acting on behalf of or in connection with any political organisation, requisition or

destruction or damage by order of any government de-jure or de-facto or any public, municipal or local authority.

2. Nuclear Reaction, Nuclear radiation or radioactive contamination.
3. Willful act or willful negligence of the Insured or his representative.
4. Cessation of work whether total or partial.
5. Cost Incurred/time involved in the movement of machinery and/or any other property and/or personnel outside the territorial limits of India other than the cost of delivery of replacements for machinery lost or damaged.
6. Derangement of the Insured property not accompanied by damage otherwise covered by this policy.
7. Loss of or damage to the property covered under this policy falling under the terms of the Maintenance Agreement.
8. Loss destruction or damage directly occasioned by pressure wave caused by aircraft and other aerial devices travelling at Sonic or Supersonic speeds.

In any action, suit or other proceedings where the company allege that by reason of the provisions of the above exclusions any loss, destruction, damage or liability is not covered by this insurance, the burden of proving that such loss, destruction, damage or liability is covered shall be upon the Insured.

Terrorism Damage Exclusion Warranty:

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

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and / or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organization (s)

or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.

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

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

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

General Conditions –

1. The due observance and fulfilment of the terms of this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the questionnaire and proposal made by the Insured shall be a condition precedent to any liability of the Company.
2. The schedule and the section(s) shall be deemed to be incorporated in and form part of this policy and expression "this policy" wherever used in this contract shall be read as including the Schedule and the Section(s). Any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule or of the Section(s) shall bear such meaning wherever it may appear.
3. The Insured shall at his own expense take all reasonable precautions and comply with all reasonable recommendations of the company to prevent loss, damage or liability and comply with statutory requirements and manufacturers recommendations.

4. a) Representatives of the Company shall at any reasonable time have the right to inspect and examine the risk and the Insured shall provide the representatives of the company with all details and information necessary for the assessment of the risk.
- b) The Insured shall immediately notify the Company by Telegram and in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require to ensure safe operation of the Insured items and the scope of cover and/or premium shall, if necessary, be adjusted accordingly. No material alteration shall be made or admitted by the Insured whereby the risk is increased unless the continuance of the Insurance be confirmed in writing by the Company.

Section I – Equipment

All Electronic equipments like Computers, Medical, Biomedical, Micro- processors; Audio/Visual equipments including the value of Systems Software may be covered under Electronic Equipment Policy. The term equipment shall include the entire computer system consisting of CPU, Keyboards, Monitors, Printers, Stabilizers, UPS, System Software etc.

Dish Antenna is excluded from the scope of cover under this policy. Further portable Electronic Equipments like notebook, lap top computer, sonography are also excluded under EEI Policy.

1. Scope Of Cover –

The Company hereby agrees with the insured (subject to the exclusions & conditions contained herein or endorsed hereon) that if at any time during the period of Insurance stated in the schedule or during any subsequent period for which the insured pays and the Company may accept the premium for the renewal of this Policy, the items or any part thereof entered in the Schedule shall suffer any unforeseen and sudden physical loss or damage from any cause, other than those specifically excluded, in a manner necessitating repair or replacement, the Company will indemnify the Insured in respect of such loss or damage as hereinafter provided by payment in cash,

replacement or repair (at their own option) upto an amount not exceeding in any one year of insurance in respect of each of the items specified in the Schedule the sum set opposite thereto and not exceeding in all the total sum expressed in the Schedule as insured hereby.

2. Special Exclusion To Section - I

The Company shall not, however, be liable for -

- (a) the Excess stated in the Schedule to be borne by the Insured in any one occurrence; if more than one item is lost or damaged in one occurrence, the insured shall not, however, be called upon to bear more than the highest single Excess applicable to such items;
- (b) loss or damage caused by any faults or defects existing at the time of commencement of the present insurance within the knowledge of the insured, or his representatives, whether such faults or defects were known to the company or not;
- (c) loss or damage as a direct consequence of the continual influence of operation (e.g. wear and tear, cavitations, erosion, corrosion, incrustation) or of gradual deterioration due to atmospheric conditions;
- (d) any costs incurred in connection with the elimination of functional failures unless such failures were caused by an indemnifiable loss of or damage to the insured items;
- (e) any costs incurred in connection with the maintenance of the insured items, such exclusion also applying to parts exchanged in the course of such maintenance operations;
- (f) loss or damage for which the manufacturer or supplier of the insured items is responsible either by law or under contract;

- (g) loss of or damage to rented or hired equipment for which the owner is responsible either by law or under a lease and/or maintenance agreement;
- (h) consequential loss or liability of any kind or description;
- (i) loss of or damage to bulbs, valves, tubes, ribbons, fuses, seals, belts, wires, chains, rubber tyres, exchangeable tools, engraved cylinders, objects made of glass, porcelain or ceramics sieves or fabrics, or any operating media (e.g. lubricating oil, fuel, chemicals);
- (j) aesthetic defects, such as scratches on painted polished or enamelled surfaces.

In respect of the parts mentioned under i) and j) above the Company shall be liable to provide compensation in the event that such parts are affected by an indemnifiable loss or damage to the insured items.

Provisions Applying To Section – I

Sum Insured –

It is a requirement of this insurance that the Sum Insured shall be equal to the cost of replacement of the insured property by new property of the same kind and same capacity, which shall mean its replacement cost including freight, dues and customs duties, if any and erection costs.

The sum insured of the equipment insured under this section shall include the value of 'System Software'.

Basis Of Indemnity –

- (a) In cases where damage to an insured item can be repaired the Company will pay expenses necessarily incurred to restore the damaged machine to its former state of serviceability plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs as well as ordinary freight to and from a repair-shop customs duties and dues if any, to the extent such expenses have been included in the Sum Insured. If the repairs are executed at a workshop owned by the Insured, the Company will pay the

cost of materials and wages incurred for the purpose of the repairs plus a reasonable percentage to cover overhead charges.

No deduction shall be made for depreciation in respect of parts replaced, except those with limited life, but the value of any salvage will be taken into account. If the cost of repairs as detailed hereinabove equals or exceeds the actual value of the machinery insured immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in (b) below.

- (b) In cases where an insured item is destroyed, the Company will pay the actual value of the item immediately before the occurrence of the loss, including costs for ordinary freight, erection and customs duties if any, provided such expenses have been included in the sum insured, such actual value to be calculated by deducting proper depreciation from the replacement value of the item. The Company will also pay any normal charges for the dismantling of the machinery destroyed, but the salvage will be taken into account.

Any extra charges incurred for overtime, night-work, work on public holidays, express freight, are covered by this Insurance only if especially agreed to in writing.

In the event of the Makers' drawings, patterns and core boxes necessary for the execution of a repair not being available the Company shall not be liable for the cost of making any such drawings, patterns and core boxes.

The cost of any alterations, improvements or overhauls shall not be recoverable under this policy.

The cost of any provisional repairs will be borne by the Company if such repairs constitute part of the final repairs, and do not increase the total repair expenses.

- (c) In cases where the Insured item is subjected to total loss and meanwhile it becomes obsolete, all costs necessary to replace the lost or damaged insured item with a follow-up model (similar type) of similar structure/ configuration (of similar quality) will be reimbursed.

If the sum insured is less than the amount required to be insured as per **Provisions applying to Section - I** hereinabove, the Company will pay only in such proportion as the sum insured bears to the amount required to be insured. Every item if more than one shall be subject to this condition separately.

The Company will make payments only after being satisfied, with necessary bills and documents that the repairs have been effected or replacements have taken place, as the case may be. The Company may, however, not insist for bills and documents in case of total loss where the Insured is unable to replace the damaged equipment for reasons beyond their control. In such cases claims can be settled on 'Indemnity Basis'.

Warranty –

It is warranted that the Maintenance Agreement in force at the inception of this policy is maintained during the currency of this policy and no variation in the terms of the Agreement shall be made without the written consent of the Company being obtained.

For the purpose of this warranty the word 'Maintenance' shall mean the following -

1. Safety checks,
2. Preventive maintenance
3. Rectification of loss or damage or faults arising from normal operation as well as from ageing.

Section II – External Data Media

Scope Of Cover –

The Company hereby agrees with the Insured that if the external data media entered in the Schedule inclusive of the information stored thereon, which can be directly processed in EDP systems, shall suffer any material damage caused by peril covered under Section 1 of this Policy, the Company will indemnify the Insured as hereinafter provided in respect of such loss or damage up to an amount not exceeding in any one year of insurance in respect of each of the data media specified in the Schedule the sum set opposite thereto and not



exceeding in all the total sum insured hereby, provided always that such loss or damage occurs during the period of Insurance stated in the Schedule or during any subsequent period for which the Insured pays and the Company may accept the premium for the renewal of this Policy. This cover applies while the insured data media are kept on the Premises. Coverage against restoration of data under Section II only to be granted if backup system is available.

Special Exclusions To Section II –

The Company shall, however, not be liable for -

1. the excess stated in the Schedule to be borne by the Insured in any one occurrence.
2. any costs arising from false programming, punching, labelling or inserting, inadvertent cancelling of information or discarding of data media, and from loss of information caused by magnetic fields;
3. Consequential loss of any kind or description whatsoever.

Provisions Applying To Section II –

Memo 1 Sum Insured –

It is a requirement of this Insurance that the sum insured shall be the amount required for restoring the insured external data media by replacing lost or damaged data media by new material and reproducing lost information.

Memo 2 Basis of Indemnity –

The Company will indemnify any expenses that can be proved to have been incurred by the Insured within a period of 12 months as from the date of the occurrence strictly for the purpose of restoring the insured external data media to a condition equivalent to that existing prior to the occurrence and necessary for permitting data processing operations to be continued in the normal manner.

If it is not necessary to reproduce lost data or information, or if such reproduction is not effected within 12 months after the occurrence, the Company shall only be liable to

indemnify the expenses incurred for replacing the lost or damaged data media themselves by new material.

As from the date of an indemnifiable occurrence the sum insured shall be reduced for the remaining period of insurance by the amount of indemnity paid, unless the sum insured is reinstated.

Section III – Increased Cost Of Working

Notwithstanding Special Exclusion (h) under Section I of this Policy the Company hereby agrees to indemnify the Insured up to but not exceeding the limits of Indemnity stated in the Schedule for all additional costs which the Insured shall incur to ensure continued data processing on substitute equipment if such costs arise as an unavoidable consequence of an indemnifiable loss or damage during the period of insurance to property insured under the Material Damage Section of this Policy.

Special Exclusions To Section III –

The Company shall not be liable for -

1. Costs incurred for use of substitute equipment during the Time Excess stated in the Schedule,
2. Costs for replacement of data media, data and regeneration of data,
3. Costs arising out of circumstances, which are not connected with the insured material damage. In particular the Company shall not be liable for additional costs arising out of -
 - (a) bodily injuries,
 - (b) orders or measures imposed by any public authority,
 - (c) expansion and improvements of the equipments,
 - (d) Lack of funds causing delay in repairs or replacement of damaged equipments,
4. Any other consequential loss such as loss of market or interest.

Provisions Applying To Section III –

Memo 1 Indemnity Period –



The Indemnity Period shall commence with putting into use the substitute equipments. The insured shall bear that proportion of each claim, which corresponds to the Time Excess agreed.

Memo 2 Sum Insured –

The 'indemnity limit per hour' and 'total sum insured' stated in the schedule shall be declared by the insured. The total sum insured shall represent the aggregate limit of indemnity payable for all events occurring during the period of insurance.

The Company will also reimburse the insured for personnel expenses and costs for transportation of materials following an event giving rise to a claim under this Section of the Policy provided separate sums therefor have been entered in the Schedule.

As from the date of an indemnifiable occurrence the sum insured shall be reduced for the remaining period of insurance by an amount of indemnity paid unless reinstated by payment of an additional premium prescribed by the Company.

Memo 3 Loss Settlement –

The Company shall indemnify those costs and expenses, which can be proved to have been incurred during the indemnity period to maintain data processing operations to their previous extent, that are additional to those which would have been incurred during the same period if no insured event had occurred.

The total indemnity per event shall not exceed an amount equal to the agreed 'indemnity limit per hour' or the 'actual hourly rate payable for the use of substitute equipments,' whichever is less multiplied by the number of working hours stated as 'Indemnity Period' in the schedule or by the actual number of working hours for which the substitute equipment is put into use, whichever shall be less.

However, if it is found, following an interruption, that the limit selected 'per hour' is less than the amount actually incurred per hour for use of substitute equipment, the Company shall be liable to indemnify the insured in the same proportion as the limit selected 'per



hour' bears to the amount actually incurred per hour.

Provided always that –

- (i) the interruptions shorter than the Time Excess stated in the schedule shall be excluded from the scope of this Policy and
- (ii) in respect of interruptions longer than the Time Excess the insured shall bear that proportion of each claim which corresponds to the Time Excess.

Section 5 : All Risks Insurance

3. Coverage

We hereby agree with You that if the property/properties or any part thereof entered in the Schedule suffer any physical loss or damage from any cause, other than those specifically excluded necessitating repair or replacement, We will indemnify You in respect of such loss or damage as hereinafter provided by repair or replacement at Our option or payment, up to an amount not exceeding in any one year of insurance in respect of each of the properties specified in the Schedule, the sum set opposite thereto and not exceeding in all

the total sum expressed in the Schedule as insured hereby.

4. Special Exclusions:

We shall not be liable for:

- 4.1. The Deductible stated in the Schedule to be borne by You in any one occurrence. If, however, more than one property is lost or damaged in any one occurrence You shall not be called upon to bear more than the highest single deductible applicable to such properties.
- 4.2. Damage caused by any process of cleaning, dyeing or bleaching, restoring, repairing or renovation or deterioration arising from wear and tear, moth, vermin, insects or mildew or any other gradually operating cause, heating, drying etc
- 4.3. Loss or damage caused by any defects existing at the time of commencement of the present insurance within Your or Your representatives knowledge
- 4.4. Loss or damage for which the manufacturer or supplier of the insured properties is responsible either by law or under contract
- 4.5. Loss of or damage to rented or hired property for which the owner is responsible either by law or under lease and/ or maintenance agreement.
- 4.6. Mechanical or Electrical derangement/breakdown of any article unless caused by accidental external means.
- 4.7. Over winding denting or internal damage of watches or clocks.
- 4.8. Loss or damage to money, securities, manuscripts, deeds, bonds, bills of exchange, promissory notes, stock or share certificates, stamps, travel tickets, travellers cheques, business books or documents.
- 4.9. Any loss or damage arising through delay, detention or confiscation by Customs or other authorities.
- 4.10. Consequential loss or legal liability of any kind.

- 4.11. Theft from any car except car of fully enclosed saloon type having at the time all the doors, windows and other openings securely locked and properly fastened.
- 4.12. Loss damage or consequential loss directly or indirectly caused by, consisting of, or arising from:
- 4.12.1. Any functioning or malfunctioning of the internet or similar facility, or of any intranet or private network or similar facility,
 - 4.12.2. Any corruption, destruction, distortion, erasure or other loss or damage to data, software, or any kind of programming or instruction set,
 - 4.12.3. Loss of use or functionality whether partial or entire of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic, and any ensuing liability or failure of the Insured to conduct business.

This shall not exclude subsequent damage not otherwise excluded which itself results from an insured peril.

5. General Exclusion

We will not indemnify You in respect of loss, damage or liability directly caused by or arising out of or aggravated by -

- 5.1. War, invasion, act of foreign enemy, hostilities or war like operations (whether war be declared or not) civil war, rebellion, revolution, insurrection, mutiny, civil commotion, confiscation, commandeering by a group of malicious persons or persons acting on behalf of or in connection with any political organisation, requisition or destruction or damage by order of any Government or by any public, municipal or local authority
- 5.2. Nuclear reaction, nuclear radiation or radioactive contamination.
- 5.3. Wilful act or wilful negligence of the Insured or his representative.

- 5.4. Loss of or damage to the property covered under this policy falling under the terms of the maintenance agreement.
- 5.5. Loss, destruction or damage directly occasioned by pressure wave caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- 5.6. Loss of or damage to any property insured under this policy due to any misfeasance, malfeasance or nonfeasance or breach of trust in relation thereto by the Insured.
- 5.7. **Terrorism Damage Exclusion Warranty** : Notwithstanding any provision to the contrary within this insurance it is agreed that this insurance excludes loss, damage cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

The warranty also excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to action taken in respect of any act of terrorism. If We allege that by reason of this Exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon You.

Definition

- 5.8. **Sum Insured**: It is a requirement of this insurance that the sum insured shall be equal to the cost of replacement of the insured property by new property of the same kind

and same capacity, which shall mean its replacement cost including freight, dues and customs duties, and assembling costs, if any.

The basis of Sum Insured under the Policy would be fixed on current market value basis (i.e., new replacement cost less depreciation).

The sum insured of the property insured shall include the value of system software.

- 5.9. **Intrinsic Value:** “Intrinsic Value” means reinstatement value of insured property or item less due allowance for betterment, wear and tear and/or depreciation.

6. Basis Of Claim Settlement

- 6.1. In cases where an insured property is repaired, We will pay expenses necessarily incurred to restore the damaged property to its former state of serviceability.

No deduction shall be made for depreciation in respect of parts replaced, except those with limited life, but the value of any salvage will be taken into account. If the cost of repairs as detailed herein above equals or exceeds the actual value of the property insured immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in (6.2) below.

- 6.2. In cases where an insured property is destroyed, We will pay the actual value of the property immediately before the occurrence of the loss, including costs for ordinary freight, erection and customs duties if any, provided such expenses have been included in the sum insured. Such actual value to be calculated by deducting proper depreciation from the replacement value of the property.

Cost of any alterations, improvements or overhauls shall not be recoverable under this policy.

Cost of any provisional repairs will be borne by Us if such repairs constitute part of the final repairs, and do not increase the total repair expenses.

- 6.3. In cases where the insured property is subject to total loss and has become obsolete, all costs necessary to replace lost or damaged insured property with a follow-up model

(similar type) of similar structure/configuration (of similar quality) i.e. low, average or high capacity will be reimbursed.

If the sum insured is less than the amount required to be insured as per provisions hereinabove, We will pay only in such proportion as the sum insured bears to the amount required to be insured. Every property if more than one shall be subject to this condition separately.

7. Special Condition

- 7.1. **Reinstatement of sum insured:** Immediately upon the happening of any loss or damage, the total sum insured and the sum insured upon the various descriptions of property which have been lost or damaged shall be reduced by the amount of loss or damage and such reduced sums insured shall be the limit of Our liability in respect of any further loss or damage occurring during the current period of insurance, unless We consent, upon payment of additional premium to reinstate the full sum insured.
- 7.2. **Single Article Limit:** Unless specifically and separately stated, Our liability in respect of each article or pairs of articles shall not exceed 10% of the Total Sum Insured under this Policy.
- 7.3. **Articles in pairs or sets:** Where any item insured under this policy consists of articles in pair or set, Our liability in respect of such items shall not exceed the value of any particular part or parts which may be lost or damaged without reference to any special value which such articles or articles may have as part of such pair or set nor more than a proportionate part of insured value of pair or set.

8. Conditions

- 8.1. Every notice and communication to us required by or in respect of this policy shall be in writing.
- 8.2. You must take all reasonable steps to protect the property insured, prevent damage or accidents and maintain the property insured in a sound condition.

- 8.3. This Policy shall be void and premium paid shall be forfeited in the event of misrepresentation, mis-description or non-disclosure of any material facts in the proposal, by You or Your representative.
- 8.4. Upon the happening of any event giving rise or likely to give rise to a claim under this policy the Insured shall –
- 8.4.1. Give immediate notice thereof in writing to the nearest office with a copy to the policy issuing office of the Company;
- 8.4.2.** Lodge complaint with the Police for offence(s) against property insured, if any, committed;
- 8.4.3. Take all steps within his power to minimise the extent of loss or damage;
- 8.4.4. Preserve the parts affected and make them available for inspection by a representative or surveyor of the Company;
- 8.4.5. Deliver to the Company a detailed statement in writing regarding the loss or damage with an estimate of the intrinsic value of the property lost or the amount of damage caused to the property, as the case may be, within 14 days from the date of discovery of an event causing loss or damage to the property insured;
- 8.4.6. Tender to the Company all reasonable information, assistance and proof in connection with any claim.
- 8.5. The documents normally required to be submitted in the event of a claim are :
- 8.5.1. Duly completed Claim form
- 8.5.2. Copy of FIR
- 8.5.3. Estimate of loss / repairs
- 8.5.4. Invoice/ Bills/Receipts
- 8.5.5. Any other details/documents called for a specific loss

- 8.6. We may at Our option reinstate, replace or repair the property 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 We shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and in no case shall We be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage, not more than the sum insured thereon.
- 8.7. If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof or if any fraudulent means or devices are used by You or anyone acting on Your behalf to obtain any benefits under the policy or if loss or damage be occasioned by Your wilful act or with Your connivance, all benefits under this policy shall be forfeited.
- 8.8. If at the time of any loss or damage happening to any property hereby insured there be any other subsisting insurance or insurances, whether effected by You or by any other person on Your behalf covering the same property We shall not be liable to pay or contribute more than its rateable proportion of such loss.
- 8.9. The Insured and any claimant under this policy shall at Our expense do or concur in doing or permit to be done all such acts, deeds and things that may be necessary or reasonably required by Us for the purpose of enforcing any rights and remedies or obtaining relief or indemnity from other parties to which We shall be or would become entitled or subrogated upon Our paying for or making good any loss or damage under this policy whether such acts, deeds and things shall be or become necessary or required before or after the Insured's indemnification by Us
- 8.10. Should any dispute arise between Us and You on the quantum of amount payable, liability being otherwise admitted by us, such dispute will be referred to Arbitration proceedings in accordance with Arbitration and Conciliation Act of 1996 as amended from time to time.

- 8.11. If We shall disclaim Our liability in any claim, and such claim shall not have been made the subject matter of a suit in a court of law within 12 months from the date of disclaimer, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable under this Policy.
- 8.12. The Geographical Limit of this Policy and jurisdiction shall be India unless we agree to extend the limits beyond Indian territories. All claims under this policy shall be settled in Indian Rupees only.
- 8.13. We shall not be bound to accept any renewal premium nor give notice that such is due. Every renewal premium (which shall be paid and accepted in respect of this policy) shall be so paid and accepted upon the distinct understanding that no alteration has taken place in the facts contained in the proposal or declaration herein before mentioned and that nothing is known to the Policy Holder that may result to enhance Our risk under the insurance. Nothing herein or otherwise shall oblige Us to offer renewal terms or restrict any renewal terms as to premium or otherwise.

6. 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 Contents, and
- c. ensure that unauthorized persons do not occupy Your Home Building.
- d. Take all reasonable steps to maintain the insured property in efficient working order and to ensure that no item is habitually or intentionally over loaded. The Insured shall fully observe the manufacturers instructions for operating, inspection and overhaul, as well as government, statutory municipal and all other binding regulations in force concerning the operation and maintenance of the insured plant

and machinery.

- e. The Company's Officials shall at all reasonable times have the right to inspect and examine any property insured hereunder and the Insured shall provide the Officials of the Company with all details and information as necessary for the assessment of the risk. The Company shall provide the Insured with a copy of the inspecting Official's report; which shall however be treated as strictly confidential both by the Insured and the Company.
- f. In the event of any;
 - I. Material change in the original risk
 - II. Alteration, modification or addition to an insured item
 - III. Departure from prescribed operating conditions, whereby the risk of loss or damage increases
 - IV. Changes in the Insured's interest (such as discontinuation or liquidation of the business or being placed in receivership) taking place,

common to all points

Policy shall be void unless its continuance be agreed by endorsement signed by the Company

3. Inform change in circumstances : You must inform Us immediately if

- a. You change Your address,
- b. You make any addition, alteration, extension to the structure of Your Home Building,
- c. You let out Your Home Building, or Your Home Building will no longer be solely occupied by You,
- d. You change the use of Your Home Building.

4. Allow inspection and investigation of claim: You must allow, and give full cooperation to the survey/investigation of Your claim by Us. You must allow Us, and any surveyor, officer or other representative that We authorise, to inspect Your Home Building and Home Contents including the interior wherever necessary, take photographs and where required, permit the scientific testing and investigation of any insured article affected by the insured peril. You must answer all questions asked regarding Your claim truthfully and completely, and submit all relevant documents that We will require.

5. Make true statements and full disclosure in the claim and related documents

You must also give true and full information in Your claim and submit true documents. If You give any false information or document in the claim, or if You withhold any information or document (written or electronic), We have a right

to refuse payment of Your claim. We may also cancel Your policy.

(II) Position After A Claim

- a) The Insured shall not be entitled to abandon any property whether taken possession of by the Company or not.
- b) As from the day of the loss the Sum Insured for the remainder of the period of Insurance is reduced by the amount of the compensation. To prevent under insurance during the remainder of the current period of insurance the amount insured must be reinstated. The premium will be calculated pro-rata from the day repaired item is again put to work. For subsequent period of insurance, the original indemnity and premium are again in force unless circumstances thereof justify an alteration.

7. Transfer Of Interest:

The Insurance granted by this Policy shall cease to attach to any items as described in the Schedule, the interest in which shall pass from the Insured otherwise than by will or operation of law. Unless the consent of the Company for the continuance of the Insurance shall be obtained and signified by endorsement hereon.

8. 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.

9. Cancellation and Termination of Policy

Rates for Short Period Insurance

Policies for a period of less than 12 months shall be issued at the rates set out hereunder

Period	Premium charged
Up to 15 days	Pro-rata premium for 15 days
Exceeding 15 Days but not exceeding 11 Months	Pro-rata premium
Exceeding 11 months	Annual premium

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.

Rules for cancellation

i) For Cancellation of insurance policy. At the option of the insured: -

1. Retention of premium shall be at Short Period Scale for the period the policy has been in force, subject to the retention of minimum premium by the Insurer.
2. During the currency, if a policy is replaced with the same insurer by a new annual one covering the identical property, refund of premium may be allowed on pro-rata basis at the original rates for the sum insured replaced.
3. For the sum insured not replaced, refund must be calculated after charging premium at short period scale on such sum for the time the insurance has been in force subject to retention of the minimum premium by the insurer.
4. In case of short period policies, premium shall be retained at the applicable short period scale.
5. In case a policy is cancelled on account of a Government Order where Buildings are demolished, pro-rata refund of premium may be allowed.

2. Cancellation by Us:

- a. We will not cancel the Policy during the policy period except on the grounds of mis-representation, non-disclosure of material facts or fraud on Your part. In the event of fraud, misrepresentation and non- disclosure, we will cancel the policy by giving 7 days notice and entire premium shall be forfeited and there will be no refund.
- b. In case of Total Loss of Your Home Building where You have decided not to reinstate Your Home Building in favour of a cash settlement of Your claim,

We will cancel the policy for the remaining duration of the policy period.

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.

10. Claims Procedure

Upon the happening of any event giving rise or likely to give rise to a claim under this Policy you shall 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. give immediate notice thereof in writing to the nearest office with a copy to our policy issuing office as well as lodge forthwith a complaint with the Police Station within whose jurisdiction the said claim has arisen due to burglary and or theft;
- c. You can give notice to any of Our offices or call-centres.
- d. 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. Preserve the damaged or defective parts and make them available for inspection by an official or surveyor of the Company.
- ii. You must not sell, give away or dispose of any damaged items of any property for which You are making a claim;
- iii. You must not wash or clean, or remove any damaged item or debris, except for any urgent necessity;
- iv. You must not carry out repairs, unless such repairs are urgent and You cannot contact Us.
- v. Furnish all such information and documentary evidence as the Company may require.

The Company shall not be liable for any loss or damage of which no notice and completed claim form has been received by the Company within Fourteen days of its occurrence.

- a)** For Machinery Breakdown claim, Upon notification of a claim being given to the Company the Insured may proceed with the repair of any minor damage not exceeding Rs. 2,500/- provided that the carrying out of such repair is without prejudice to any question of liability of the Company and that any damaged part requiring replacement is kept for inspection by the Company, but in all other cases representative of the Company shall have the opportunity of inspecting the damage before any alterations, repairs or replacement are effected. Nothing contained herein shall prevent the Insured from taking such steps as are absolutely necessary to maintain the operation of the plant.

The liability of the Company under this Policy in respect of any item of property sustaining damage, for which indemnity is provided, shall cease if the said item is kept in operation without being repaired to the satisfaction of the Company.

- b)** For Electronic Equipment Insurance claim, upon notification being given to the Company under this condition, the Insured may carry out the repair or replacement of any minor damage not exceeding Rs.5,000/- provided that the carrying out of such repairs is without prejudice to any question of liability of the Company and that any damaged part requiring replacement is kept for

inspection by the Company, but in all other cases a representative shall have the opportunity of inspecting the loss or damage before any repairs or alterations are effected.

The liability of the Company under this Policy in respect of any item sustaining damage shall cease if said item is kept in operation after a claim without being repaired to the satisfaction of the Company or if temporary repairs are carried out without the Company's consent.

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

Submit Claim form

- i. You must submit Your claim in Our claim form at the earliest opportunity, but within 14 a detailed statement in writing, of the loss or damage, with an estimate of the intrinsic value of the property lost and the amount of damage sustained; and days from the date You first notice the loss or damage. The claim form is available in any of Our branches, and on Our web-site.
- ii. You must tender to us all reasonable information, assistance and proof in connection with any claim
- iii. 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.

iv. submit the following documents to us:

- a. Claim Form duly filled up.
 - b. Copy of FIR as lodged with the Police
- 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.

11. 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.

12. Indemnity:

If we, at our option, reinstate or replace the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or join with any other company or insurer(s) in so doing, we shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner, and in no case shall we be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage nor more than the Sum Insured by us thereon. If we so elect to reinstate or replace any property you shall at your own expense furnish us with such plans, specifications, measurements, quantities and other particulars as we may require, and no acts done, or caused to be done, by us with a view to reinstatement or replacement shall be deemed an election by us to reinstate or replace.

13. Subrogation:

You and any claimant under this Policy shall at our expense do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by us for the purpose of enforcing any rights and remedies or obtaining relief or indemnity from other parties to which we shall be or would become entitled or subrogated upon our paying for or making good any loss or damage under this Policy whether such acts and things shall be or become necessary or required before or after your indemnification by us.

- a. **FRAUD:** If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or device are used by you or any one acting on your behalf to obtain any benefit under this policy, all benefits and rights under the Policy shall be forfeited.

14. 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
 - without seeking Your consent,
 - in Your name, and
 - 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.

15. 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 Section **1 of the** Policy. 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.

17. 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.rahejaqbe.com

3. **Geographical Limits:** The Geographical Limit of this Policy and jurisdiction shall be India. All claims under this policy shall be settled in Indian Rupees only.

4. Applicable law and jurisdiction

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

18. Recourse:

The Insured shall at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or required by the Company in enforcing any right or remedies or of obtaining relief or indemnity from parties (other than those insured under this Policy) to which the Company shall be or would become entitled or subrogated upon their paying for or making good of any loss or damage under this policy, whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by the Company.



Clause K. Grievances

If You have a grievance about any matter relating to the Policy, or Our decision on any matter, or the claim, You can address Your grievance as follows:

1. Our Grievance Redressal Officer

You can send Your grievance in writing by post or email to Our Grievance Redressal Officer at the following address:

The Grievance Cell, Raheja QBE General Insurance Co. Ltd., WING-A, 501-502, 5th Floor, Fulcrum, IA Project Rd, Sahar Village, Andheri East, Mumbai, Maharashtra 400059 or

Call us 24*7 toll free helpline **1800-102-7723** or

Email us at complaintsofficer@rahejaqbe.com

2. Consumer Affairs Department of IRDAI

- a. In case it is not resolved within 15 days or if You are unhappy with the resolution You can approach the Grievance Redressal Cell of the Consumer Affairs Department of IRDAI by calling Toll Free Number **155255 (or) 1800 4254 732** or sending an e-mail to complaints@irdai.gov.in. You can also make use of IRDAI's online portal - Integrated Grievance Management System (IGMS) by registering Your complaint at igms.irda.gov.in.
- b. You can send a letter to IRDAI with Your complaint on a Complaint Registration Form available [by clicking here](#). You must fill and send the Complaint Registration Form along with any documents by post or courier to General Manager, Insurance Regulatory and Development Authority of India (IRDAI), Consumer Affairs Department - Grievance Redressal Cell, Sy.No.115/1, Financial District, Nanakramguda, Gachibowli, Hyderabad-500032.
- c. You can visit the portal <http://www.policyholder.gov.in> for more details.

3. Insurance Ombudsman

You can approach the Insurance Ombudsman depending on the nature of grievance and financial implication, if any. Information about Insurance Ombudsmen, their jurisdiction and powers is available on the website of the Insurance Regulatory and Development Authority of India (IRDAI) at www.irdai.gov.in, or of the General Insurance Council at

www.generalinsurancecouncil.org.in, the Consumer Education Website of the IRDAI at <http://www.policyholder.gov.in>, or from any of Our Offices.

Office of the Ombudsman	Contact Details	Jurisdiction
Ahmedabad	Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@ecoi.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
Bengaluru	Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@ecoi.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@ecoi.co.in	Madhya Pradesh and Chhattisgarh
Bhubaneswar	Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 / 2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@ecoi.co.in	Orissa.
Chandigarh	Office of the Insurance Ombudsman, Jeevan Deep Building SCO 20-27, Ground Floor Sector- 17 A, Chandigarh - 160017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@ecoi.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Chandigarh.
Chennai	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284	Tamil Nadu and Pondicherry Town and Karaikal (which are part of Union Territory of Pondicherry).

	Fax: 044 - 24333664 Email: bimalokpal.chennai@ecoi.co.in	
Delhi	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@ecoi.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 - 2632204 / 2602205 Email: bimalokpal.guwahati@ecoi.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 - 67504123 / 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@ecoi.co.in	Andhra Pradesh, Telangana, Yanam and part of the Territory 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@ecoi.co.in	Rajasthan.
Ernakulam	Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@ecoi.co.in	Kerala, Lakshadweep, Mahe-a part 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@ecoi.co.in	West Bengal, , Sikkim, and Andaman and Nicobar Islands.
Lucknow	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001.	Districts of Uttar Pradesh: Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad,

	<p>Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@ecoi.co.in</p>	<p>Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.</p>
Mumbai	<p>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@ecoi.co.in</p>	<p>Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane</p>
Noida	<p>Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253 Email: bimalokpal.noida@ecoi.co.in</p>	<p>State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.</p>
PATNA	<p>Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building,, Bazar Samiti Road,</p>	<p>Bihar, Jharkhand</p>

	Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@ecoi.co.in	
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@ecoi.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region

Clause L. Information about Us

Raheja QBE General Insurance Company Limited

WING-A, 501-502, 5th Floor, Fulcrum, IA Project Rd,

Sahar Village, Andheri East, Mumbai,

Maharashtra 400059

Web Address- www.rahejaqbe.com

Email- customercare@rahejaqbe.com

Toll Free no: 1800 102 7723