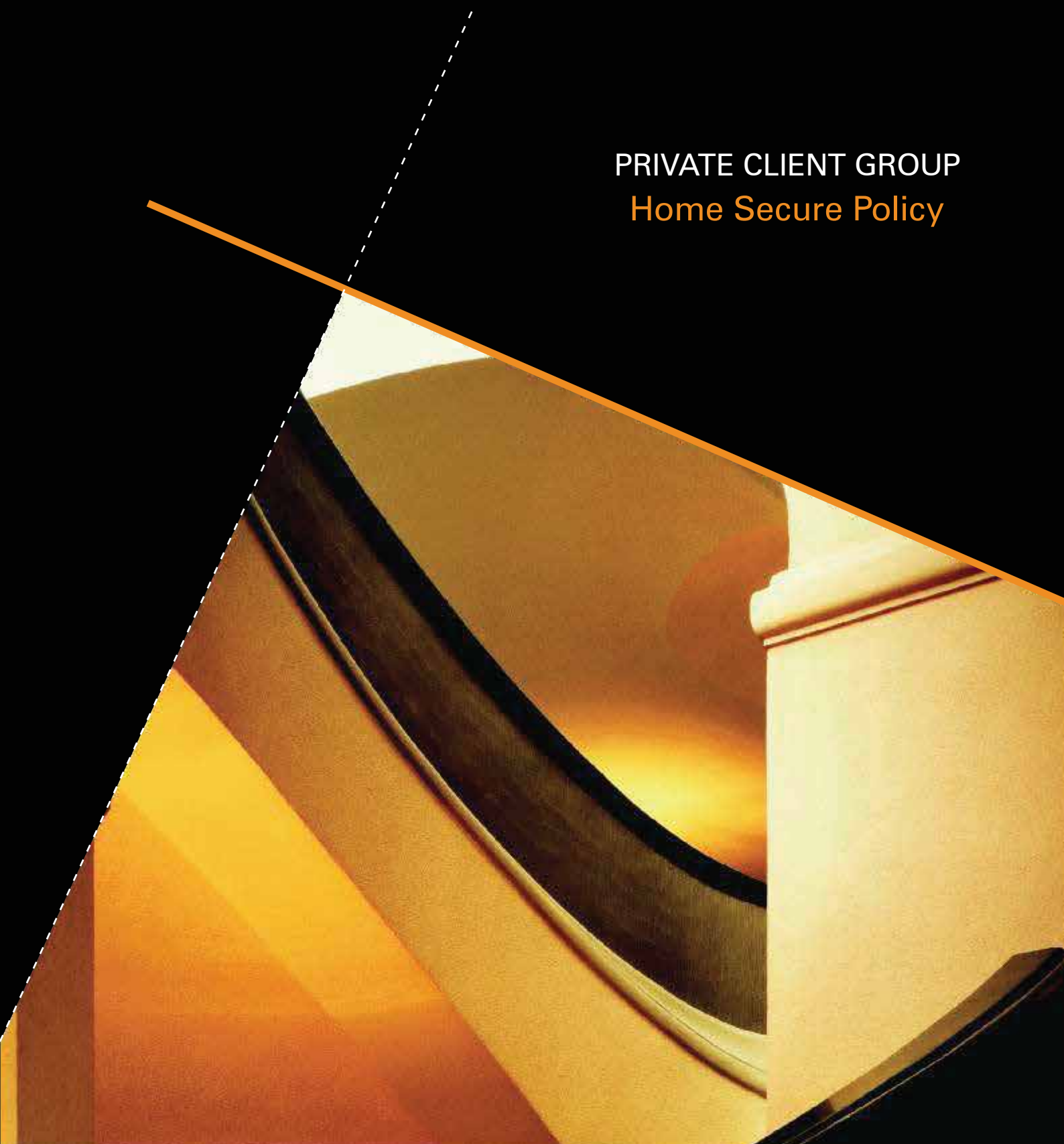


Tata AIG General Insurance Company Limited

PRIVATE CLIENT GROUP  
Home Secure Policy



# Private Client Group Home Secure Policy

UIN: IRDAN108RP0009V03201213

Whereas the Insured described in the policy schedule hereto (hereinafter called the "Insured") by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to Tata AIG General Insurance Company Limited (hereinafter called the "Company") for the insurance hereinafter contained and has paid the premium stated in the policy schedule as consideration for such insurance during the period stated in the said policy schedule or during any further period for which the Company may accept payment for the renewal or extension of this policy.

The Company hereby agrees to indemnify the Insured subject to the terms, conditions, clauses, warranties and exclusions herein contained or endorsed or otherwise expressed hereon for any loss or damage sustained and liability incurred by insured and his family members any time during the period of this Insurance and within the limits stated in the policy schedule hereto, provided always that the liability of the Company shall in no case exceed the sum insured on each item and in the aggregate.

## General Definitions

In this policy certain words or terms have the specific meanings set out below wherever they appear italicized and in Initial Capitals. Where we have used the singular person this shall also include the plural and the male gender shall also include the female gender, where the context so admits.

**Aircraft** means any device used or designed for flight, except model or hobby craft not used or designed to carry people or cargo.

**Bank** means A bank or any financial institution

**Bodily Injury** means bodily harm, including resulting sickness or disease, required care, loss of services or death.

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

**Business Equipment** means computer equipment, facsimile machines, photocopiers, typewriters, word processors, telecommunications equipment and office furniture.

**Business or Business Purposes** means any full or part time, permanent or temporary, occupation or profession undertaken with a view to profit or gain other than **Incidental business**.

## Carpet Area

- a. 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;
- b. for any enclosed structure on the same site, it is the net usable floor area of such structure; and
- c. 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.

**Cost of Construction** means The amount required to construct Your Home Building at the Commencement Date. This amount is calculated as follows:

- For residential structure of Your Home including Fittings and Fixtures: 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.

- 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.

**Commencement Date** means it is the date and time from which the insurance cover under this Policy begins. It is shown in Policy Schedule

**Collectibles** means private collections of rare, unique or novel items of personal interest (for example, dolls, toy soldiers, model trains), including memorabilia.

**Contaminant** means an impurity resulting from the mixture of or contact of a substance with a foreign substance.

**Damages** means the sum required to satisfy a claim, whether settled or agreed to in writing by Us or resolved by judicial procedure.

**Domestic Staff** means any person employed by You solely to carry out domestic duties associated with Your Home, but does not include any person employed in any capacity in connection with any Business, trade or profession other than incidental business.

**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.

**Family, Family Member, Them or They** means **You, Your** spouse, **Your** children, **Your** parents, and any other person who normally reside with You and is related to **You** by blood, marriage or adoption.

**Fine Arts** mean paintings, etchings, statuary, antiques and other bona fide works of art with historical value or artistic merit.

**Fungi** means any type or form of fungus, including but not limited to, all forms of mould or mildew, and any mycotoxins, spores, scents, vapour, gas, or substance, including any by products, produced or released by fungi.

**Home Contents** Those articles or things in Your Home that are not permanently attached or fixed to the structure of Your Home. Home Contents may consist of General Contents and/or Valuable Contents

**General Contents** - General Contents are all the contents of household use in Your Home, e.g., furniture, electronic items and goods, antennae, solar panels, water storage equipment, kitchen equipment, electrical equipment (including those fitted on walls), clothing and apparel and items of similar nature.

**Valuable Contents** - Valuable Contents of Your Home consist of items such as Jewellery, silverware, paintings, works of art, antique items, curios and items of similar nature.

**Incidental Business** means an activity that does not produce gross revenues in excess of Rs. 350,000 in any year and does not involve employment of others for more than 1,000 hours in total during the **Policy Period**. **Incidental Business** includes **Residences** listed on the **Policy Schedule** that **You** own and rent to other

**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

**Jewellery** means articles of personal adornment containing gemstones, silver, gold, platinum or other precious metals. This also includes watches and set gemstones.

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**Kutchra 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.

**Landscaping** means your trees, lawn, shrubs and other plants not including forestry or brush on the grounds of your Home Building.

**Larceny** means unlawful taking and carrying away of **Home Contents** belonging to **You** and/or **Your Family** with the purpose of depriving **You** and/or **Your Family** of its possession permanently.

**Loss of Limb(s)** means:

- a) in the case of a lower limb, permanent physical severance at or above the ankle or permanent total loss of use of an entire leg or foot; and
- b) in the case of an upper limb, permanent physical severance at or above the wrist or permanent total loss of use of an entire hand or arm.

**Loss of Eye(s)** means total and irrevocable loss of sight in one or both eyes.

**Lost or Stolen** means having been inadvertently lost or having been stolen by a third party without your assistance, consent or co-operation.

**Market Value** means the value at which property insured could be replaced with one of the same kind, type, age and condition, immediately prior to the time of loss or damage.

**Medical Expenses** means reasonable charges for medical, dental, hospital, surgical, X-ray, prosthetic devices, professional nursing, ambulance, and funeral services.

**Motor** means any mechanically propelled vehicle which requires motor vehicle registration. This includes self-propelled motor homes, motorcycles and attached trailer

**Occurrence** means:

- a) a loss or an accident, including continuous or repeated exposure to the same general harmful conditions, which occurs during the **Policy Period** and results in **Personal injury** or **Property damage**; or
- b) an offence, including a series of related offences, committed during the **Policy Period** that results in **Personal injury** or **Property damage**.

**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 Section X.A.2 of this Policy, whichever is earlier.

**Personal Injury** means the injuries, or death resulting from the following:

- a) bodily injury;
- b) wrongful detention, false imprisonment or false arrest;
- c) shock, emotional distress, mental injury;
- d) invasion of privacy;
- e) defamation, libel or slander;
- f) malicious prosecution;
- g) wrongful entry or eviction; or
- h) assault and battery when committed with the intent of protecting persons.

**Policy** means **Your** proposal, the **Policy Schedule**, **Our** covering letter to **You**, insuring clauses that are appearing in each applicable section, definitions, exclusions, conditions and other terms contained herein and any endorsement attaching to or forming part hereof, either at inception or during the **Policy Period**.

**Pollutant** means any solid, liquid, gaseous or thermal irritant or **Contaminant**, including smoke, vapour, soot, fumes, acids, alkalis, chemicals or **Waste**.

**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.

**Property Damage** means physical injury to, destruction of, or loss of use of tangible property.

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

**Pucca Construction** - Construction other than Kutchra Construction

**Residence** means any of the following which is listed on the **Policy Schedule**:

- a) **Your Home Building** or
- c) any condominium unit, cooperative, or apartment that you own or reside in

**Reasonable** means fair, sensible and appropriate in a particular situation.

**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 Section I – Building and Contents of this Policy.

**Short Period Rates** means:

Time for which policy is in force	Refund of Premium
15 days	90% of the Annual Rate
1 month	85% of the Annual Rate
2 months	70% of the Annual Rate
3 months	60% of the Annual Rate
4 months	50% of the Annual Rate
5 months	40% of the Annual Rate
6 months	35% of the Annual Rate
7 months	30% of the Annual Rate
8 months	25% of the Annual Rate
9 months	20% of the Annual Rate
10 months	15% of the Annual Rate
11 months	10% of the Annual Rate
Exceeding 11 Months	Nil refund

**Spouse** - Your wife or husband

**Sum Insured** means the amount shown as Sum Insured in the **Policy Schedule** and for Section 1 and as described in Clause C (4) and Clause D (2) of Section I – Building and Contents. . It represents Our maximum liability for each cover or part of cover and for each loss

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**Theft** means an act of directly or indirectly and illegally permanently depriving **You** and/or **Your Family** of the possession of the **Home Contents** by any person by violent or forceful means or otherwise.

**Unoccupied** means not lived in by **You** and **Your Family** or substantially empty of furnishings and contents. However, **Home Building/Residence** with furnishings and **Home Contents** not lived in but under due care and supervision of Domestic Staff, will not be deemed as unoccupied subject to maximum period of unoccupied not exceeding (30) consecutive days.

**Valuable Article(s)** refers to the personal property **You** own or possess, for which a **Sum Insured** is shown in Fine Art and Valuables section of the **Policy Schedule**.

**Waste** is materials to be disposed of, recycled, reconditioned or reclaimed.

**Watercraft** means a boat or craft designed for use on or over water.

**Cash** mean and include Coins, currency notes, treasury Notes, Cheques, Postal Orders and currency Postage Stamps.

**Safe(s) or Strong room** means areas designated as a repository for sensitive material including cash which are secured with password or are locked with standard strong lock and key.

**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** The TATA AIG General Insurance Company Limited that has provided Insurance Cover under this Policy; of the Company

**You, Your, Insured** -The Insured Person/s who has/have purchased Insurance Cover under this Policy; of such Insured Person/s.

**Your Home Building** 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 Section 1

## SECTION I -Building & Contents

### Clause A. This Section and the Insurance Contract

1. **Your Policy:** This Policy is a contract between You and Us as stated in the following:
  - a. This Policy document,
  - b. The Policy Schedule attached to this Policy document,
  - c. Any Endorsement attached to and forming part of this Policy document,
  - d. Any Add-on to this Policy that You may have purchased from Us,
  - e. The proposals and all declarations made by You or on Your behalf.
2. **To whom this Policy is issued and what it covers:**
  - a. This Policy is issued to You and covers You and/or Your Home Building and/or Home Contents as mentioned in the Policy Schedule.
  - b. If more than one person is insured under this Policy, each of You is a joint policyholder. Any notice or letter We give to any of You will be considered as given to all of You. Any request, statement, representation, claim or action of any one of You will bind all of You as if made by all of You.

- c. If You have mortgaged, pledged or hypothecated Your Home Building and/or Home Contents with a Bank, the Policy Schedule will show an 'Agreed Bank Clause' and the name of such Bank. The terms and conditions of this arrangement will be added to this Policy as an additional clause.

### 3. The Policy Schedule: The Policy Schedule is an important document about Your insurance cover. It contains:

- a. Your personal details,
- b. the Policy Period,
- c. the description of Your Insured Property,
- d. the total Sum Insured, the Sum Insured for each cover or item covered, and any limits and sub-limits,
- e. the insurance covers You have purchased,
- f. the premium You have paid for these insurance covers,
- g. add-on covers opted by You,
- h. other important and relevant aspects and information.

### Clause B. Insured Events

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

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

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	<b>Column A</b>	<b>Column B</b>
	<b>We cover</b> physical loss or damage, or destruction caused to the Insured Property by	<b>We do not cover</b> 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	-
10.	Riot, Strike, Malicious Damages	caused by a. temporary or permanent dispossession, confiscation, commandeering, requisition or destruction by order of the government or any lawful authority, or b. temporary or permanent dispossession of Your Home by unlawful occupation by any person.
11.	Acts of Terrorism (Coverage as per Terrorism Clause attached)	Exclusions and Excess as per Terrorism Clause attached.
12.	Bursting or overflowing of water tanks, apparatus and pipes.	-
13.	Leakage from automatic sprinkler installations	a. repairs or alterations in Your Home or the building in which Your Home is located, b. repairs, removal or extension of any sprinkler installation, or c. defects in the construction known to You.
14.	Theft within 7 (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.



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## Clause C: Home Building Cover

### 1. What We cover

We cover physical loss or damage, or destruction of Your Home Building because of any Insured Event listed in Clause B of this Section. We also cover architect's, surveyor's, consulting engineer's fees, cost of removing debris as specified under Clause C (5) (f) of this Section. Further, We pay for Loss of rent and Rent for Alternative Accommodation, which will be paid to the extent declared by You and agreed by Us as specified under Clause C (6) of this Section 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. 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.
- c. Restoration of Sum Insured: Except as stated in Clause G (III) (b) of this Section, 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 C (5) (c) of this Section 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 C (5) (c) of this Section 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:

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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 D: Home Contents Cover

### 1. What We Cover

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

### 2. Sum Insured

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

### 3. What We Pay

- a. If the General Contents of Your Home are physically damaged by any Insured Event, We will at Our option,
  - i. reimburse to You the cost of repairs to a condition substantially the same as its condition at the time of damage, or

- ii. pay You the cost of replacing that item with a same or similar item, or
  - iii. repair the damaged item to a condition substantially the same as its condition at the time of damage.
- b. The maximum We will pay for Home Contents is the Sum Insured shown in the Policy Schedule for Home Contents Cover. If the Policy Schedule shows any limit for any item, or category or groups of items, such limit is the maximum We will pay for that item.

## Clause E: Additional Covers

### 1. Optional Covers:

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

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

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

#### b. Personal Accident Cover:

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

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

### 2. Add-ons:

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

## Clause F. Exclusions (What We do not cover) specific for covers under Section 1

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. 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.
2. Loss or damage to bullion or unset precious stones, manuscripts, plans, drawings, securities, obligations or

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documents of any kind, coins or paper money, cheques, vehicles, and explosive substances unless otherwise expressly stated in the policy.

3. Loss of any Insured Property which is missing or has been mislaid, or its disappearance cannot be linked to any single identifiable event.
4. Loss or damage to any Insured Property removed from Your Home to any other place.
5. Any reduction in market value of any Insured Property after its repair or reinstatement.
6. 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.
7. Costs, fees or expenses for preparing any claim.
8. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever

## Clause G: Special Conditions Applicable to covers under Section I

### 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.

#### 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. Renewal of this Section

1. End of Coverage under the Section: The cover under this Section 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 mis-representation, non-disclosure of material facts, fraud or non-co-operation on Your part.
3. Application for renewal: If You wish to renew the Section, You must apply for renewal before the end of the Policy Period and pay the required premium amount.

### III. Automatic termination of Coverage under this Section

This Section will automatically end in the following cases:

- a. Destruction of Your Home Building: This Section 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.



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- 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 Section will end.
- c. **Change of use of Your Home Building or Home Contents:** The Section 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 Section 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 Section 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 Section.

## IV. Claims Procedure for Section I

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

- 1. Immediate notice to Us
  - a. As soon as any physical loss or damage occurs to Your Home Building or Home Contents due to an Insured Event, You must immediately give notice to Us of the loss or damage. This is necessary for Us to survey/ investigate the loss or damage, as may be required.
  - b. You can give notice to any of Our offices or call-centres.
  - c. You must state in this notice
    - i. the Policy Number,
    - ii. Your name,
    - iii. details of report to the police that You made,
    - iv. details of report to any Authority that You made,
    - v. details of the Insured Event,
    - vi. a brief statement of the loss,

- vii. particulars of any other insurance of Your Home Building or any of Your Home Contents,
  - viii. details of loss or damage under any Optional Cover or Add-ons,
  - ix. submit photographs of loss or physical damage, wherever possible.
- 2. Steps to prevent loss and damage
    - a. You must take all reasonable steps to prevent further loss or damage to Your Home Building and Home Contents.
    - b. Until We have inspected Your Home Building and Home Contents, and have given Our consent,
  - IV. You must not sell, give away or dispose of any damaged items of any property for which You are making a claim;
  - V. You must not wash or clean, or remove any damaged item or debris, except for any urgent necessity;
  - VI. You must not carry out repairs, unless such repairs are urgent and You cannot contact Us.
  - 3. Immediate notice to Authorities
    - a. As soon as any loss or damage occurs to the Insured Property, You must give immediate report to appropriate legal authorities. For example, You must report to the fire brigade of the local authority and the police if there is damage by fire/ explosion / implosion or lightning. In case of subsidence /landslide/rockslide, You must inform the District Administration. In the event of impact damage of any kind or Riot Strikes, Malicious damages and acts of terrorism, You must inform the police. If there is a theft within 7 (seven) days following an Insured Event You must inform the police.
    - b. We may, but not necessarily, waive this condition if We are satisfied that by reason of extreme hardship it was not possible for You or any other person on Your behalf to give such report.
  - 4. Submit Claim:
    - a. Claim form:
      - i. You must submit Your claim in Our claim form at the earliest opportunity, but within 30 days from the date You first notice the loss or damage. The claim form is available in any of Our branches, and on Our web-site.
      - ii. You must state in Your claim the details of any other insurance policy that covers the damage or loss for which You have filed Your claim, whether You have purchased such other insurance, or someone else has purchased it for You.
    - b. We shall not be liable for any loss or damage after the expiry of 12 months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration. If We disclaim liability for a claim You have made and if the claim is not made a subject matter of a suit in a court of law within a period of 12 months from the date of disclaimer, the claim shall not be recoverable hereunder.

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## 5. Establish Loss:

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

## 6. Fraudulent Claim

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

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

## 7. Other Insurance

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

## 8. Recovery action by Us

- a. When We accept and pay Your claim under the Policy, We can start legal proceedings to recover the amount or property from the third party who has caused the loss or damage to Your Home Building or Home Contents. You must give authority to Us to take such action and exercise this right effectively,

when We request You, whether before or after making payment of Your claim. You must give all information, cooperation, assistance and help for this purpose. You must not do anything which will prejudice Our right. We can do this

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

### Clause H: Changes to covers

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

### Clause I. Waiver of Underinsurance

Underinsurance does not apply to the Section I of this 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.

### Clause J. Other Details

- i. **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.
- ii. **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.tataaig.com](http://www.tataaig.com)

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## iii. Applicable law and jurisdiction

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

## Other Additional Covers

Following additional covers are offered and Your excess applies to these covers unless stated otherwise.

### 1. Alternative Accommodation

If a covered loss makes **Your Residence** uninhabitable, **We** will cover any reasonable increase in living expenses, other than additional rent for alternative accommodation, incurred by **You** to maintain **Your** household's usual standard of living. Payment will continue for the shortest reasonable amount of time necessary to restore **Your Residence** to a habitable condition or for **Your** household to permanently locate elsewhere, up to a maximum of twelve months but not exceeding Rs.1,000,000, provided **Your** Policy remains in force. This includes accommodation for **Your** domestic pets and horses. If your **Residence** is under construction and you are living in the **Residence** at the time of loss, additional living expenses will cease once you are restored to the condition you were just prior to the loss. We will not pay any interests for loans or increased policy premiums associated with the rebuilding of your **Residence**. However, if prior to the loss you are not living in the **Residence** or have moved because of construction or renovations, then additional living expenses for this location will not apply.

### 2. Business Equipment

**We** will pay up to Rs.50,000 in total for a covered loss to **Business equipment**, **You** own or lease at a **Residence** listed on the **Policy schedule**.

### 3. Data Replacement

**We** will pay up to Rs.20,000 in total for the retrieval or replacement of lost personal or **Business** data as a result of a covered loss to a personal computer or portable computing device that **You** own or lease.

### 4. Food Spoilage

**We** will pay up to Rs.25,000 in total for loss of food caused by spoilage due to a temperature change in a refrigerator or freezer caused by an interruption of the power supply, or due to the mechanical breakdown of refrigeration equipment at any **Residence** **You** live at or own.

These payments do not increase the **Sum Insured** for **Home Contents**.

### 5. Landscaping

**We** will pay up to 5% of the coverage limit for the **Home Building** or if **Home Building** coverage is not available, 5% of the coverage limit for the **General Contents** but not more than Rs.100,000 for loss or damage to any tree, shrub or plant excluding forestry and brush at the **Residence** caused by.

- Aircraft
- Fire, lightning or explosion
- Riot or Civil Commotion
- A vehicle not owned or operated by someone who lives at the **Residence**

- Theft, attempted theft, vandalism or malicious mischief

This additional coverage applies only if you repair or replace the damaged Landscaping within 180 days of the date of loss.

### 6. Lock Replacement

**We** will pay for the cost of replacing the locks in a **Residence** listed on the **Policy schedule** if the keys to that **Residence** are lost or stolen. **Your** excess does not apply to this cover.

### 7. Loss of Passport, Driving License, Work Permit, Residence Permit, or any other official identification document

**We** will pay up to Rs.10,000 to reimburse the cost of making a duplicate passport, driving license, work permit, **Residence** permit, base pass or any other official identification document which is / are accidentally damaged or lost while within India and while temporarily elsewhere in the world for not more than 90 days in the **Policy Period**.

### 8. Precautionary Repairs

After a loss covered by this **Policy**, **We** will pay the reasonable expenses up to Rs. 100,000, **You** incur for necessary repairs to protect **Your Residence** against further loss. These payments do not increase the amount of **Your** cover.

### 9. Property of Domestic Staff and Guests

**We** will pay up to Rs.50, 000 to cover the personal property of **Your Domestic Staff** and guests while it is on the premises of any **Residence** listed on the **Policy schedule**. But **We** do not cover **Jewellery**, money or items of similar nature.

These payments do not increase the amount of **Your** cover and only applies in excess of any other insurance cover in force.

### 10. Property Removal for Safekeeping

**We** will pay for any reasonable expenses up to Rs.25,000 incurred for the moving and storing of **Home Contents** from a **Residence** because the **Home Contents** are in danger as a result of a covered loss.

## SECTION II - Burglary & Theft

**We** will pay **You** for the loss and damage caused by **Burglary** or **Theft** including **Larceny** and/or attempted **Burglary** or **Theft** including **Larceny** to:

- Your Home Building** subject to a maximum payment of 10% of the **Sum Insured** or Rs.50,000/- whichever is less, and/or
- the **Home Contents of Your Home Building** up to the **Sum Insured**

### Exclusions:

**We** will not make any payment under this cover

- If the loss or damage occurs while **Your Home Building** is **Unoccupied** unless informed to **Us** at the time of applying for insurance or prior to premises being **Unoccupied** signified by an endorsement on the **Policy** by or on behalf of **Us**.
- If **You** and/or **Your Family** and/or **Your Domestic Staff** are directly and / or indirectly in any way involved in or concerned with the actual or attempted **Burglary, Theft** and **Larceny**
- For any interest in the property insured which has come into existence subsequent to this **Policy** having come into effect in excess of what is provided under this section.

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- d) For loss or damage to personal money, jewellery and valuables due to **Larceny**.
- e) For any loss or damage caused by use of the key to the insured premises or any duplicate thereof belonging to the Insured, unless such key has been obtained by assault or violence or any threat thereof.
- f) For any loss or damage to livestock, motor vehicles, business books, documents of any kind, ATM or credit cards.
- g) For any loss or damage while **Your Home Building/Residence** is undergoing any renovation during **policy period** unless notification of renovations and/or vacation is given to **Us**. **We** reserve all of our rights under the **Policy** to either charge You additional premium or refuse to cover any loss relating to such renovations and/or vacation of the **Home Building/Residence**.

## Additional Covers:

### 1. Students Contents

**We** will pay up to 25% of the value of **Home Contents** shown in **Your Policy schedule** in respect of loss or damage due to fire, burglary & theft to a family member's **Home Contents** whilst living away from **Home Building** and situated in a **Residence** anywhere in India for full time education.

### 2. Contents at a Residence not listed on the Policy schedule

**We** will pay up to 10% of **your Home Contents** sum insured in respect of loss or damage due to fire, burglary & theft kept at a **Residence You** own but not listed on the **Policy schedule**.

### 3. Security upgrade

**We** will pay up to Rs.100,000 to upgrade the security system including alarms and locks following a burglary occurrence at **Your Home Building** that results in a valid burglary & theft claim under this policy.

### 4. Items in storage

**We** will pay up to 10% of **Your Home Contents** in respect of loss or damage due to fire, burglary & theft, stored in premises away from **Your Residence**.

### 5. Newly Acquired Items

**We** cover **Your** newly acquired **Home Contents** in respect of loss or damage due to fire, burglary & theft, provided **You** already have a **Sum Insured** shown in **Your Policy schedule** in the category that the newly acquired **Home Contents** would be insured under. The most **We** will pay is 25% of the **Sum Insured** of highest value item in that category as shown in the **Policy schedule** for a covered loss.

For appropriate cover under this **Policy**, **You** must request cover for all newly acquired **Home Contents** within the first sixty (60) days after **Your** acquisition, and pay any additional premium from the date acquired. **We** reserve the right not to insure the newly acquired **Home Contents** once sixty (60) days after the acquisition of such items has elapsed.

## SECTION III - Baggage

### A. Basis of cover

**We** will indemnify **You** for the **Theft** or accidental loss, damage or destruction anywhere in the world of personal baggage accompanying and belonging to **You** and/or **Your Family** on a trip undertaken outside of the municipal limits of the village, town, or city, in which You and/or Your Family ordinarily reside.

**We** will also indemnify You for expenses incurred by **You**, whilst **You** and/or **Your Family** is on a personal trip, for contingency purchases occasioned by covered loss of baggage, subject to maximum of 25% of Baggage **Sum Insured**.

### B. Exclusion:

**We** will not make payment to **You** under this Cover:

- a) For loss, damage or destruction:
  - i) due to cracking, scratching or breakage of lens or glass whether part of any equipment or otherwise to any item of a fragile or brittle nature (whether part of the item lost, damaged or destroyed or otherwise) unless the loss, damage or destruction is caused by an accident involving the mode of transport of such item;
  - ii) to any item of a perishable and/or consumable nature;
  - iii) to any item being conveyed by any carrier under a contract of affreightment;
  - iv) to any loose item (including clothing) being worn or carried about during the trip;
  - v) of any electrical item caused by misuse, use other than in accordance with the manufacturer's recommendation, defect, excessive pressure, short circuiting, arcing or by the effects of electricity from whatever cause (including lightning);
  - vi) of any money, securities, stamps, business books or documents, jewellery, watches, furs, precious metals, precious stones, gold or silver ornaments, travel tickets, cheques and bank drafts;
  - vii) to personal baggage that is not within the care, custody or control of **You** and/or **Your Family**;
  - viii) to personal baggage caused by rat, fungus, insects or vermin
  - ix) caused by or arising from the leakage, spilling or explosion of liquids, oils or similar materials, or articles of a dangerous or damaging nature.
- b) For the loss of personal baggage from a car unless such loss occurred by violent and visible means from an enclosed saloon car that had its windows closed and locked and other security devices, if any, properly applied.
- c) For more than the sole value of an item comprising part of a pair or set, without reference to any special value which such item may have had as a part of such pair or set and not more than a proportionate part of the value of the pair or set.
- d) The first '1000 of each and every claim under this Benefit.

## Section IV - Domestic Electrical and Electronic Appliances

### A. Basis of Cover

This section of **Your Policy** covers **You** against repair costs (both parts and labour) occasioned by the unforeseen and sudden mechanical and/or electrical breakdown of **Your** domestic electrical and electronic appliances specified in the **Policy schedule**.



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## B. Exclusions

We will not make any payment under this Section in respect of:

- a. the cost of repair associated with any malfunction for which the manufacturer or supplier of the domestic appliances is responsible;
- b. the cost of repair associated with an item for which cover is available under any other operative section of this **Policy**;
- c. the cost of repair associated with breakdown occasioned by natural Wear and tear;
- d. the cost of repair associated with accidental loss or damage to **Your** domestic appliances except audio and audio-visual appliances,
- e. the cost of repair associated with any appliances that has been modified in any manner or is used for **Business or Business Purposes**;
- f. the cost of repair associated with loss or damage caused by or in the process of erection, cleaning, maintenance, repair, dismantling;
- g. loss or damage caused by atmospheric or climatic changes, moths, insects, and vermin;
- h. the cost of repair associated with the detention, seizure or confiscation by **Public Authorities** of **Your** domestic appliances;
- i. the cost of repair associated with the misuse of or use other than in accordance with manufacturer's recommendation of **Your** domestic appliances;
- j. the cost of repair associated with defects in wiring or electrical connections that are not an integral part of **Your** domestic appliances;
- k. any amount exceeding the Sum Insured for each and every claim and for all claims.
- l. the first 1% of Benefit **Sum Insured** or '1000, whichever is the greater of each and every claim. m. loss or damage to records, discs, cassettes or tapes;

### 1) Special Conditions Applicable to this Section in Addition to the General Conditions

- a) If the part required for the repair or replacement of the domestic appliances is not readily available in India, **We** may, in our sole and absolute discretion, instead pay either
  - i) the price for the part quoted in the latest catalogue or price list issued by the manufacturer or his agent in India, or
  - ii) if no such catalogue or price list exists, the price for such part quoted by the manufacturer in its country of origin plus the relevant import duty, and, in either case, the reasonable cost of fitting such part.
- b) In the case of a total loss **Our** payment to You will be reduced by depreciation calculated at 10% per annum from the date of manufacture of the television set, subject to maximum depreciation of 50% of the replacement cost of the picture tube.

- c) In all other cases involving replacements of parts our payment to You will be reduced by depreciation calculated at 5% per annum from the date of manufacture of the appliances subject to maximum depreciation of 50% on the parts replaced.

## Section V - Fine Art and Valuables

### A. Basis of Cover

This section of **Your Policy** covers you against all risks of direct physical loss or damage to **Valuable** articles anywhere in India unless stated otherwise in the **Policy** or an exclusion applies. **Valuable articles** temporarily accompanying **You, Your Family members** or any person authorised by **You** shall be covered on worldwide basis.

**Sum Insured** for each category of **Valuable articles**, and for each **Scheduled** item, is shown in **Your Policy schedule**.

### B. Payment of a Loss

#### 1. Payment for Specified Items and Unspecified Items

##### a) Specified Items

###### i. Total Loss

For a covered loss to an item listed in **Your Policy schedule** of items, **We** shall pay the Sum Insured for that item if it is lost or damaged beyond repair.

###### ii. Partial Loss

If only part of the specified item is lost or damaged, **We** shall pay the lesser of:

- a. The full amount to restore the item to its condition immediately before the loss or
- b. The amount of scheduled coverage for that item

**In addition if after the restoration the Market value of the item is less than its Market value immediately prior to the loss, We shall pay the difference.**

##### b) Unspecified Items

**We** shall pay the amount required to repair or replace the property, whichever is less, without deduction for depreciation, for a covered loss to **Valuable articles** with unspecified cover as shown in the **Policy schedule**. In addition if after the restoration the **Market value** of the item is less than its Market value immediately prior to the loss, **We** shall pay the difference. **We** will not pay more than the single article limit as shown in the **Policy schedule**, or, in the absence of a per item limit, **We** will not pay more than the amount of unspecified coverage for that category.

#### 2. Payment for a Pair or Set

For a covered loss to a pair or set, **You** may elect to:

- a) repair or replace any part to restore the pair or set to its value immediately before the loss;
- b) be paid the lesser of:
  - 1) The difference between **Market value** of the pair or set immediately before and after the loss; or
  - 2) The difference between the amount of coverage and the Market value of the pair or set after the loss.

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c) Surrender the undamaged items of the pair or set to us, in which case You will be paid the lesser of

- 1) The amount of the blanket coverage of the pair or set; or
- 2) The **market value** of the pair or set immediately prior to the loss.

In no event shall payment exceed the **Sum insured** for that pair or set or the unspecified single article limit as shown in the **Policy schedule**.

### 3. How Your Excess Applies

The excess shown on the **Policy schedule** is the amount of a covered loss **You** will pay for each **Occurrence**. For certain categories an excess may apply. This will be shown on **Your Policy schedule** for each category to which it applies.

### C. Additional Covers

These covers are offered in addition to the **Sum Insured** shown on **Your Policy schedule** unless stated otherwise. **Your** excess applies to these covers unless stated otherwise.

#### 1. Newly Acquired Items

We cover Your newly acquired **Valuable articles** provided **You** already have a **Sum Insured** shown in **Your Policy schedule** in the category that the newly acquired **Valuable article** would be insured under. The most **We** will pay is Rs.4,000,000 or 25% of the **Sum insured** for the category whichever is less, as shown in the **Policy schedule** for a covered loss. For appropriate cover under this **Policy**, **You** must request cover for all newly acquired **Valuable articles** within the first sixty (60) days after **Your** acquisition, and pay any additional premium from the date acquired. **We** reserve the right not to insure the newly acquired **Valuable articles** once sixty (60) days after the acquisition of such items has elapsed.

#### 2. Care, custody and control

**We** cover **Valuable articles** up to Rs.4,000,000, or 25% of the sum insured for the category whichever is less during the **Policy Period**, not owned by **You** but temporarily in **Your** care, custody and control with an intent to verify its condition, quality, and authenticity before making purchase decision for maximum period of 7 days from the date it is received in **Your Residence** provided that there is no other existing insurance covering those **Valuable articles** and **You** are legally liable to compensate the owner of the **Valuable articles**.

#### 3. Death of an artist

**We** will pay up to 150% of the scheduled coverage to a specified **Fine art** in **Your Policy schedule** subject to maximum of Rs.10,000,000 if loss or damage to the specified item occurs within 12 months following the death of an artist but not beyond the expiry of the policy provided **You** had a valuation done within last 36 months from the time of claim.

#### 4. Market appreciation

##### Total Loss & Partial Loss

If the market value of the scheduled item immediately before the loss exceeds the amount of scheduled coverage for that item, **We** will pay its **Market value** up to 150% of the amount scheduled. The most **We** will pay in any one loss is 150% of the amount shown in the **Policy schedule** for the scheduled item subject to maximum liability limited to sum insured per category. **We** will only pay this where you have had a valuation of the specified item carried out within the last 24 months.

### D. Exclusions

The following exclusions apply to SECTION V, Fine Art and Valuables, of Your Policy:

#### 1. Chemical Hazards

**We** do not cover any loss caused by any chemical, biological, bio-chemical or electromagnetic contamination whether controlled or uncontrolled or however caused.

#### 2. Collectibles

**We** do not cover any loss to **Collectibles** including stamps and coins:

- a) caused by fading, thinning, colour transfer, creasing, denting, handling, scratching, tearing, aridity, or
- b) caused during use other than as a **Collectible**.

#### 3. Confiscation

**We** do not cover any loss or damage caused by or resulting from the nationalization, requisition, destruction, confiscation of or damage to property by or under the order of any government or public or local authority.

#### 4. Consequential Loss

**We** do not cover any consequential loss or legal liability of any kind.

#### 5. Dishonest Acts

**We** do not cover any loss or damage caused by any dishonest or criminal act by, or at the direction of **You** or a Family member.

#### 6. Existing Damage

**We** do not cover any loss or damage which occurred prior to the **Policy** period.

#### 7. Gradual Deterioration, Breakdown, Wear and Tear

**We** do not cover any loss or damage caused by:

- a) wear and tear, gradual deterioration;
- b) inherent vice, latent defect, mechanical or electrical breakdown;
- c) warping or shrinkage, rust or other corrosion, smog, wet or dry rot;

However, this exclusion does not apply to ensuing covered loss unless another exclusion applies.

#### 8. Intentional Acts

**We** do not cover any loss or damage deliberately caused by **You** or a **Family member**.

#### 9. Jewellery in the Bank

**We** do not cover any loss to specified jewellery described in the **Policy schedule** as "Jewellery in Bank" while these items are out of a bank vault, unless **We** agree in advance that **We** will cover them. Mysterious disappearance from bank is also not covered.

#### 10. Jewellery in the Safe

**We** do not cover any loss to specified jewellery described in the **Policy schedule** as "Jewellery in Safe" while these items are out of a safe or strong room located within the **Residence**, unless **We** agree in advance that **We** will cover them. Mysterious

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disappearance from safe is also not covered.

## 11. Loss by Rodents, Insects, Birds, Vermin or Domestic Pets

We do not cover any loss or damage caused by rodents, insects, birds, vermin or domestic pets. However, this exclusion does not apply to ensuing covered loss unless another exclusion applies.

## 12. Misappropriation

We do not cover any loss or damage caused by the taking or other misappropriation of fine art from **You** or a **Family member** by **You** or a **Family member**.

## 13. Pollution or Contamination

We do not cover any loss or damage, directly or indirectly, and regardless of any cause or event contributing concurrently or in any sequence to the loss, caused by the discharge, dispersal, seepage, migration or release or escape of **Pollutants**.

## 14. Professional Use

We do not cover loss or damage to any **Valuable articles** held or used for any trade or profession.

## 15. Repair and Restoration

We do not cover any loss or damage to **Valuable articles** caused by or resulting from repair, restoration, or retouching commissioned by **You**.

## 16. Shipments by mail

We do not cover any loss caused during shipment by mail including courier unless agreed to in advance by **Us**. This exclusion does not apply to shipments with a value less than '200,000.

## 17. Structural movement

We do not cover Loss, destruction or damage caused by

- the normal cracking, settlement or bedding down of new structures
- the settlement or movement of made up ground
- coastal or river erosion
- demolition, construction, structural alterations or repair of any property or ground works or excavations.

## 18. Temperature or Dampness

We do not cover any loss or damage caused by extremes of temperature, dampness or dryness of atmosphere, or water vapour to **Your Valuable articles**.

However, this exclusion does not apply to loss or damage caused directly by rain or to ensuing covered loss unless another exclusion applies.

## 19. Unsuitable Transportation and Packing

We do not cover any loss or damage to any item during transit, which is not suitably packed and secured relative to its value and the method of transportation.

## 20. Unoccupied Home Building/Residence

We do not cover loss or damage while Your **Home Building/Residence** is **Unoccupied** unless notified in advance and agreed by us.

## 21. Valuables outside India

We do not cover any loss or damage to **Valuables** articles permanently kept outside India.

## 22. Building works

We do not cover any loss or damage while Your **Home Building/Residence** is undergoing any renovation during **policy period** unless notification of renovations and/or vacation is given to **Us**. We reserve all of our rights under the **Policy** to either charge **You** additional premium or refuse to cover any loss relating to such renovations and/or vacation of the **Home Building/Residence**.

## 23. Exhibition, display, promotion

We do not cover any loss or damage to **Your Valuable articles** exceeding Rs.100,000,000 or 25% of the sum insured for the category whichever is less up to a maximum period of one month for exhibition, display and promotion purposes unless notified to us in advance and **We** agree to cover them subject to payment of additional premium and terms and conditions.

## SECTION VI - Liability

### A. Basis of Cover

We will pay **Damages You** are legally obligated to pay for **Personal injury** or **Property damage** caused by an occurrence covered by this **Policy** anywhere in the world, unless stated otherwise or an exclusion applies.

### B. Payment of a Loss

The most **We** will pay for all claims for **Personal injury** and **Property damage** as a result of any one **Occurrence** is the liability **Sum Insured** shown in **Your Policy schedule**. This insurance applies separately to each Insured person against whom a claim is made or lawsuit is brought, but **We** will not pay more than the limit shown in **Your Policy schedule** for any single **Occurrence** regardless of the number of **Insured** persons, claims made or persons injured.

Payments under Defence Cover, except a settlement payment, are in addition to the liability **Sum Insured** shown in **Your Policy schedule**.

### C. Defence Cover

We will pay the legal defence costs and legal expenses incurred by **You** with our prior written consent. In jurisdictions where **We** may be prevented from defending **You** for a covered loss because of local laws or other reasons, **We** will pay only those legal defence expenses incurred with our prior written consent for **Your** defence.

Our duty to defend any claim or suit arising out of a single **Occurrence** ends when the amount **We** have paid in damages for that **Occurrence** equals the liability cover limit shown on the **Policy schedule** of this **Policy**.

### D. Additional Covers

In addition to **Damages** and legal defence costs, **We** also provide related covers These payments are in addition to the **Sum Insured** for **Damages** and legal defence costs unless stated otherwise or an exclusion applies.

#### 1. Credit Cards, Forgery, and Counterfeiting

We will pay up to total of Rs.350,000 for:

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a) any amount **You** or a family member are legally obligated to pay resulting from:

- i. theft or loss of a bank card or credit card issued in **Your** or a **Family** members name; or
- ii. loss caused by forgery or alteration of any cheque or negotiable document.

A loss will not be covered unless all the terms for using the card, cheque or negotiable document are complied with.

b) loss caused by accepting in good faith any counterfeit paper currency.

At our option **We** may defend a claim or suit against **You** or a **Family member** for forgery, counterfeiting or for loss or theft of a bank card or credit card.

These payments are in excess of any other insurance cover in force.

## 2. Golf Exposures

**We** provide cover for **You** or a **Family member** for the following additional expenses incurred whilst playing golf or participating in activities at a golf club unless otherwise stated or an exclusion applies. This cover applies worldwide.

a) Third Party Damage

**We** cover all reasonable **Property damage** caused by **You** to property owned by others, irrespective of legal liability.

b) Personal Accident

In the event that **You** or a **Family member** suffers bodily injury whilst playing golf, which results in Death, or loss of limb(s) or eye(s), **We** will pay **You** or a **Family member** Rs.1,000,000 unless a lower amount is stipulated by law. In the event of a death, this benefit will be paid to the nominee/assignee. **We** will not pay more than Rs.1,000,000 for any one **Occurrence** and in aggregate and the death or loss of limb(s) or eye(s) must occur within twelve (12) months of the date of the **Occurrence**.

c) Hole in One

**We** will pay up to Rs.75,000 for expenses incurred as a result of a "hole-in-one" achieved by **You** or a **Family member** during an official competition round. Official certification from **Your** club or the competition secretary must be submitted as proof in the event of a claim.

## 3. Domestic Helpers

a) **We** will indemnify **You** against compensation and litigation expenses (incurred with **Our** prior written consent), which **You** may become legally liable to pay to **Your Domestic Staff** under the Workmen's Compensation Act 1923 or any amendment thereto.

b) **We** will pay in aggregate the sums shown below, should a Domestic staff employed by **You** sustain accidental **Bodily injury** during the course of employment and **Policy Period**:

- a) medical expenses Rs.150,000
- b) repatriation expense Rs.125,000

**We** will not pay for any claim arising from any of the following:

i) hazardous pursuits and occupations;

ii) intoxicating liquor or drugs;

iii) self inflicted injury or illness; or

iv) persons above the age of 65 unless specifically declared and accepted by Us or below the age of 18 at the time of the incident

## 4. Event Cancellation

**We** will pay up to '250,000 for expenditure which can not be recovered following the unavoidable cancellation of a personal non-profit making social gathering which is due to take place at **Your Residence**.

## E. Exclusions:

This **Policy** does not provide cover for liability, defence costs or any other cost or expense for:

### 1. Aircraft

**Personal injury** or **Property damage** arising out of the ownership, maintenance, use, loading, unloading, or towing of any aircraft.

However, this exclusion does not apply to **Personal injury** or **Property damage** arising out of the ownership, maintenance, use, loading, unloading, or towing of any aircraft chartered by **You** with qualified and professional crew and operated solely by licensed pilots.

### 2. Asbestos

For claims and losses based upon, arising out of, directly or indirectly resulting from, in consequence of, or any way involving asbestos.

### 3. Business Pursuits

**Personal injury** or **Property damage** arising out of **Your** business pursuits, investment activity or any activity intended to generate a profit for an insured person or other

However, this exclusion does not apply to:

- a) voluntary work for an organised and registered charitable, religious or community group; or
- b) incidental business activity.

### 4. Care, Custody or Control

**Property damage** to property owned by, rented to, occupied or used by, or in the care, custody or control of an insured person to the extent that the insured person is required by contract to provide insurance. This exclusion does not apply to **Property damage** caused by fire, smoke or explosion.

### 5. Contractual Liability

**Personal injury** or **Property damage** arising from contracts or agreements, whether written or unwritten, unless liability would have existed without the contract or agreement.

### 6. Directors' Errors or Omissions

**Personal injury** or **Property damage** arising out of any **Insured person's** acts, errors or omissions as an officer or member of the board of directors of any corporation or organisation. This exclusion does not apply to bodily



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injury or **Property damage** arising out of an **Insured person's** actions for a non-profit making corporation or organisation unless another exclusion applies.

## 7. Discrimination

**Personal injury** arising out of actual, alleged or threatened discrimination or harassment due to age, race, national origin, colour, sex, creed, handicapped status, sexual preference or any other discrimination.

## 8. Financial Guarantee

**We** do not cover any house for an Insured person's guarantee of financial performance of any organisation, **insured person** or other individual.

## 9. Fungi

**Personal injury** or **Property damage** arising directly or indirectly, in whole or in part, out of the actual or alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any **Fungi**.

However, this exclusion does not apply to **Personal injury** or **Property damage** arising out of **Fungi** that are on, or contained in, a good or product intended for consumption.

## 10. Fine and Penalties

For claims arising out of fines, penalties, punitive or exemplary damages or any other damages resulting from multiplication of compensatory damages.

## 11. Insured Person

**Personal injury** sustained by **You, Insured person** or a **Family member** under this **Policy**.

## 12. Intentional Acts

**Personal injury** or **Property damage** resulting from any criminal, wilful, intentional or malicious act or omission by an insured person. **We** also will not cover claims for acts or omissions of an insured person which are intended to result in, or would be expected by a reasonable person to cause, property damage or personal injury. This exclusion applies even if the injury or damage is of a different kind or degree, or is sustained by a different person, than expected or intended.

However, this exclusion does not apply to bodily injury if the **Insured person** acted with reasonable force to protect any person or property.

## 13. Motorised Land Vehicles

**Personal injury** or **Property damage** arising out of the ownership, maintenance, use, loading or unloading of any motorised, land or mechanically propelled vehicle. This exclusion does not apply to:

- golf buggies;
- quad bikes or motorcycles of under 51cc used within the grounds of a location listed on the

### Policy schedule;

- garden equipment used for domestic purposes;
- a motorised land vehicle laid up at **Your Residence**; or
- a vehicle for use by a disabled person that does not require registration for the road; unless being used for racing or time trials.

## 14. Professional Services

**Personal injury** or **Property damage** arising out of an **Insured person's** performing or failure to perform professional services for which any **Insured person** is legally responsible or licensed.

## 15. Sexual Molestation or Corporal Punishment

**Personal injury** arising out of any actual alleged or threatened:

- sexual molestation, misconduct or harassment
- corporal punishment or
- sexual, physical or mental abuse.

## 16. Statutory Provision

**Personal injury** or **Property damage** arising out of deliberate, wilful or intentional non-compliance of any statutory provision.

## 17. Transmittable Diseases

**Personal injury** resulting directly or indirectly from any illness, sickness or disease transmitted intentionally or unintentionally by an insured person to anyone. **We** do not cover any damages for any threat of exposure or any consequences resulting from that illness, sickness, or disease.

## 18. Watercraft

**Personal injury** or **Property damage** arising out of the ownership, maintenance, use, operation, loading or unloading of any watercraft:

- that is twenty-six (26) feet or more in length or twenty five (25) or more horsepower and which is owned by **You** or a **Family member** or lent or rented to **You** or a **Family member** for longer than thirty (30) days.
- Used for any business or commercial purpose: or
- Used for participation in or practice for competitive racing (except for sailboats less than 26 feet in length).

## 19. Wind Powered Land Vehicles

**Personal injury** or **Property damage** arising out of the ownership, maintenance, use, loading or unloading of any wind powered land vehicle.

## 20. Wrongful Termination

**Personal injury** arising out of wrongful termination of employment.

## Section VII - Marine Transit

**We** will cover all risks of loss or damage to the **Home Contents** excluding **Jewellery** and **Valuable articles** that are insured under Section: Building & Contents during transit from Your current **Residence** to **Your** any other **Residence** / location by a Public carrier (as defined under Motor Vehicles Act) or Rail under contract of affreightment (Not required for transit within 100 Km of your current Residence, unless claim is being made for non-delivery of entire consignment) or Air subject to maximum of the **Sum Insured** and following conditions:

- The cover operates from the time **Your Home Contents** excluding Jewellery and Valuable articles leave **Your Residence** for the commencement of transit and continues during the ordinary course of transit including transshipment, if any, until expiry of 7 days after arrival of railway wagon, vehicle or aircraft at the destination or delivery of **Home Contents** at the address mentioned in Goods Receipt No. / Railway Receipt No. / Airway Bill No., whichever shall occur first.

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- **Your Home Contents** excluding Jewellery and Valuable articles are held covered at new **Residence** under Section: Building & Contents and section: Burglary & Theft for a period of 10 days from the date of delivery of **Home Contents** excluding Jewellery and Valuable articles. Details of Mode of conveyance, Goods Receipt No. / Railway Receipt No./ Airway Bill No. for transit distance beyond 100 km of your current **Residence** must be submitted along with other documents evidencing loss or damage such as but not limited to damage certificate, non-delivery certificate of the **Home Contents** excluding Jewellery and Valuable articles etc. wherever applicable.

## Exclusion:

- (i) The first of ₹5000/- for each and every claim.
- (ii) **Home Contents** excluding Jewellery and Valuable articles which are transported without customary packing.
- (iii) Loss or damage caused by inherent vice or nature of the **Home Contents** excluding Jewellery and Valuable articles.
- (iv) Loss or damage caused by ordinary leakage, ordinary loss in weight or volume or ordinary wear and tear of the **Home Contents** excluding Jewellery and Valuable articles.
- (v) **Home Contents** excluding Jewellery and Valuable articles at your other **Residence** / Location unless intimated to us within 10 days of delivery at the other **Residence** / Location and additional premium paid failing which cover will cease on expiry of 10th day.

## Section VIII - Cash in Safe

### A. Basis of Cover:

This section of **Your Policy** covers **You** against loss of **Cash** occasioned by robbery, theft, burglary, housebreaking, or hold up whilst cash is kept at **Your Home Building/Residence** where **You** normally reside, in locked **Safe (s) or Strong room**, more particularly described in the **Policy schedule**, provided always that the limit of the company's liability for any one loss or in aggregate shall in no case exceed the amount specified in the **Policy schedule**.

This section also covers the damages caused to the **Safe(s) or Strong room** by means of above mentioned perils.

## Exclusion:

**We** will not make any payment under this cover for

1. Loss or damage where the **Cash** is not kept in a locked **Safe or Strong room**.
2. Mysterious disappearance or unexplained loss.
3. Loss or shortage discovered while taking inventory.
4. Loss arising directly or indirectly from insolvency, voluntary arrangement with creditors, bankruptcy of **You**.
5. loss of **Cash** obtained from safe following the loss of the key to the said **Safe or Strong room** any duplicate thereof belonging to **You** unless such key has been obtained by threat of violence.
6. Consequential loss or legal liability of any kind.
7. Loss due to fraud, dishonesty of **Domestic staff** and/or visitors
8. Loss or damage while **Your Home Building/Residence** is **Unoccupied** unless notified in advance and agreed by **Us**.

## Section IX - General Exclusion:

### A. Exclusions applicable to all Sections

#### 1. War

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

#### 2. Nuclear Hazard

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.

#### 3. Intentional Acts

Your deliberate, willful or intentional act or omission, or of anyone on Your behalf, or with Your connivance.

#### 4. Pollution or Contamination

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.

### B. Exclusions applicable to all Sections except Section I - Building and Contents

#### 1. Consequential Loss

We do not cover any consequential loss or legal liability of any kind.

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

#### 2. Fungi

"Fungi", mould, wet or Dry Rot, or Bacteria, meaning the presence, growth, proliferation, spread or any activity of "fungi", mould, wet or dry rot or bacteria. Whenever "fungi", mould, wet or dry rot, or bacteria occur, the fungi, mould, wet or dry rot, or bacteria and any resulting loss is always excluded under this **Policy**, however caused. In addition, there is no coverage to test for, monitor, clean up, remove, remediate, contain, treat, de-toxify, neutralize, or in any way respond to, or assess the effects of, "fungi", mould, wet or dry rot, or bacteria."

However, this exclusion does not apply to loss or damage caused by the presence of mould resulting from fire or lightning unless another exclusion applies.

#### 3. Chemical or Biological Contamination

**We** do not cover any loss or damage, directly or indirectly caused by:

- a) the use of a chemical or biological weapon

#### 4. Confiscation

We do not cover any loss or damage caused by the delay, detention, destruction, confiscation or seizure by any government or **Public authority**.

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## 5. Dishonest Acts

We do not cover any loss or damage caused by any dishonest or criminal act by or at the direction of You or a **Family member**.

## 6. Existing Damage

We do not cover any loss or damage which occurred prior to the Policy period.

## 7. Gradual Deterioration, Breakdown, Wear and Tear

We do not cover any loss or damage caused by:

- Wear and tear, gradual deterioration;
- inherent vice, latent defect
- warping or shrinkage, rust or other corrosion.

However, this exclusion does not apply to ensuing covered loss unless another exclusion applies.

## 8. Misappropriation

We do not cover any loss or damage caused by the taking or other misappropriation of **Home Contents** from **You** or a family member by **You** or a family member.

## 9. Motorised Land Vehicles

We do not cover any loss or damage to motorised land vehicles including their equipment and accessories or any electronic devices designed to be operated solely by power from the electrical system of that vehicle.

However, this exclusion does not apply to loss or damage to vehicles not subject to motor vehicle registration which are:

- used to service any **Residence You** own or live at;
- designed to assist the handicapped; or
- designed for recreational use off public roads, unless another exclusion applies.

## 10. Watercraft

We do not cover any loss or damage caused by the stranding, swamping or sinking of a covered watercraft, its trailer or outboard engine.

We also do not cover any loss caused by collision of a covered watercraft other than collision with a land vehicle unless another exclusion applies.

## 11. Aircraft

We do not cover any loss or damage to aircraft or aircraft parts.

## 12. Unoccupancy

We do not cover any loss or damage that occurs while **Your Home** is **Unoccupied** unless informed to Us at the time of applying for insurance or prior to premises being **Unoccupied** signified by an endorsement on the **Policy** by or on behalf of **Us** subject to payment of additional premium, if any and terms and conditions.

### Section X - General Conditions:

These terms and conditions have general application to this **Policy** as a whole, and they apply regardless of the number of Sections that are operative under this **Policy**. Please note that each Section may have additional terms and conditions that are specific to that Section, and these additional terms and conditions will be listed within the

Section under the heading "Special Conditions" which would apply in addition to the General Conditions stated herein.

### A. Conditions applicable to all Sections

#### 1. Arbitration

If any dispute or difference arises between You and Us regarding the amount of claim to be paid under this policy (liability having been admitted by Us), such difference shall independently of all other questions, be referred to the decision of a sole arbitrator to be appointed in writing by You and Us or if You and We cannot agree upon a single arbitrator within 30 days of either of Us opting for arbitration, the same shall be referred to a panel of three arbitrators comprising of two arbitrators, one to be appointed by each of Us, to the dispute/difference and the third arbitrator to be appointed by two such arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

#### 2. Cancellation

##### Cancellation by You at any Time

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

##### Annual Policies

Time for which policy is in force	Refund of Premium
15 days	90% of the Annual Rate
1 month	85% of the Annual Rate
2 months	70% of the Annual Rate
3 months	60% of the Annual Rate
4 months	50% of the Annual Rate
5 months	40% of the Annual Rate
6 months	35% of the Annual Rate
7 months	30% of the Annual Rate
8 months	25% of the Annual Rate
9 months	20% of the Annual Rate
10 months	15% of the Annual Rate
11 months	10% of the Annual Rate
Exceeding 11 Months	Nil refund

##### Cancellation by Us:

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

### B. Conditions applicable to all Sections except Section I - Building and Contents

#### 1. Adequacy of Sum Insured

You must at all times keep the Sum Insured at a level, which represents the full value of any property, insured under this Policy, which means in relation to any:

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- a. Home Contents (Benefit: Burglary): the current replacement cost of the Home Contents.

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

## 2. Assignment

No one covered under this **Policy** may assign or turn over any right or interest in regard to the **Policy** without **Our** written consent.

## 3. Bankruptcy or Death

The **Insured person's** bankruptcy or insolvency shall not relieve **Us** of any of **Our** obligations provided loss, damage or liability is triggered by covered peril. Further, if the **Insured person** dies or becomes bankrupt or insolvent during the **Policy Period**, this **Policy**, unless cancelled, shall remain in force until expiry.

## 4. Change in Circumstances

**We** have granted cover in reliance on the information that **You** have provided in **Your** proposal, which is the basis of this contract and shall be considered incorporated into it. Accordingly, **You** must notify **Us**, immediately, of any change in the information contained in **Your** proposal or any other material change in **Your** circumstances, including but not limited to, the following:

- Change of address.
- Structural alteration to **Your**.
- Expectation or knowledge that **Your /Residence** will be **Unoccupied**.
- Act of insolvency on **Your** part or that of **Your Family**.
- Any police caution for or charge in respect of any offence under, other than a driving offence. f) Filming event, wedding, shooting, sports or any other events and ceremonies

This **Policy** will not respond to any claim unless prior written notice (duly acknowledged by **Us**) of any material change has been given to **Us** and **You** have paid **Us** any additional premium due, if any.

## 5. Compliance with Terms and Conditions

**Your** and/or **Your Family's** and/or **Your Domestic Staff's** compliance with the terms and conditions of this **Policy**, in so far as these require anything to be done by **You** and/or by Them or complied with by **You** and/or Them, is a condition precedent to **Our** liability. In the event of any breach, **We** may repudiate any liability for **Your** claim.

## 6. Concealment or Fraud

The entire **Policy** will be void and all claims that **You** may have made for an indemnity under it shall be forfeited if, whether before or after a loss, **You** or an **Insured person** has:

- intentionally concealed or misrepresented any material fact or circumstance;
- engaged in fraudulent conduct; or

- made false statements relating to this insurance.

## 7. Construction, Severability and Conformance to Statute

- If any provision contained in this **Policy** is, for any reason, held to be invalid, illegal, unenforceable in any respect, it is hereby deemed to be severed and to have no effect on any other valid, legal and enforceable provisions of this **Policy**.
- If any provision contained in this **Policy** is, for any reason, held to be invalid, illegal or unenforceable, it will be construed by limiting it so as to be valid, legal and enforceable to the extent compatible with applicable law.
- Any provisions of this **Policy** which are in conflict with the statutes or regulations of India are hereby amended to conform to such statutes or regulations.

## 8. Cooling off period

If this cover does not meet **Your** requirements, **You** may return this **Policy** and **Policy Schedule** to **Us** within 15 days of the cover starting or the day on which **You** receive the **Policy** and **Policy Schedule**, whichever is the later.

**We** will refund all premiums paid, less Rs.1000/- for administrative expenses, within 30 days from the date **We** received the notice of cancellation from **You**. However, if **You** have made any claim on this **Policy** before requesting for cancellation then no refund of premium will be given.

## 9. Contribution

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

## 10. Jurisdiction

Any dispute arising between the parties to this contract shall be resolved and subjected only to the laws and jurisdictions of India.

## 11. Liberalisation

If **We** broaden the cover provided by **Your** policy without an additional premium charge, the changes will automatically apply to **Your Policy** as of the effective date on which the changes are approved by competent authority.

## 12. Reasonable Care

All reasonable steps, safeguards and precautions to avoid any injury, loss or damage that might result in a claim under this **Policy** or otherwise must be taken by **You** and/or **Your Family members** and/or **Your Domestic Staff**, and **You** and/or **Your Family members** shall exercise reasonable care in employing **Domestic Staff** or other employees or contractors to work in **Your**

## 13. Subrogation:

The Insured and any claimant under this **Policy** shall at the expense of the Company do and concur in doing/permit to be/or done all such acts and things that may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon the Company



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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 the Insured's indemnification by the Company.

## 14. Your duties after a loss

If an event occurs that may give rise to a claim under this Policy, or there are circumstances that are likely to give rise to a claim, You must:

- a) Inform Us immediately through telephone/ fax/ email/ SMS/ registered post within 7 days from the occurrence of the loss or the event giving rise to the claim.
- b) Provide Us with all relevant information, documentation and details of items lost, damaged or destroyed along with their values, and also any other assistance that We may reasonably require to enable Us or independent surveyors or Our representatives to investigate any claim and/or to establish to Our reasonable satisfaction that a loss of the amount stated has occurred under this Policy. Specifically in the case of the notification of a circumstance likely to give rise to a claim, You shall also give Us reasons for the anticipation of a claim with full particulars including dates and the persons involved.
- c) Preserve any damaged property so that it may, at Our discretion, be inspected and examined by independent surveyors or Our representatives.
- d) In case of actual or attempted Burglary or Theft, You must in addition to a), b) and c) above:
  - i) immediately lodge a written complaint with the police listing out the items with values that were lost, damaged or destroyed and that You intend to claim for and forward a copy of that written complaint, the First Information Report and/or Final Report to Us, and
  - ii) take all practicable steps to apprehend the guilty persons and to recover any property lost, and
  - iii) protect the remaining property from further damage as per General Condition 1 above, and
  - iv) within 7 days supply Us with an inventory of damaged or stolen property detailing the quantity, age, description, actual cash value and amount of loss claimed for in respect of each item, along with all documentation required to support and substantiate Your claim.
- e) In case the event or circumstance to be notified involves any form of legal process, You must in addition to a), b), c) and d) above:
  - i) immediately send Us every written notice or information of any verbal notice of a claim, and
  - ii) immediately send Us any writ, summons, or other legal process issued or commenced against You, and
  - iii) permit Us to take over the control and conduct of the defence, pursuit or settlement of any claim and provide Us or Our representatives with such cooperation and assistance as may be required for that purpose, and
  - iv) not, without Our prior written consent, incur any costs, admit liability for or attempt to settle, make any admission, offer any payment or otherwise

assume any contractual obligation with respect to any legal action or threat of legal action.

- v) provide Us with the names and addresses of any known persons injured and any available witnesses
- vi) provide Us with any legal documents and other documents which will help Us defend any Insured person; and
- vii) assist and co-operate with Us in the conduct of the defence by helping Us:
  - a. to make settlement;
  - b. to enforce any right of contribution or indemnity against any person or organisation who may be liable to an Insured person;
  - c. to attend hearings and trials; and
  - d. to secure and give evidence and obtain the attendance of witnesses.
  - e. Notify the credit card, bank card or card issuing company in case of loss under credit card cover;

## 15. Your Special Rights & Duties

You shall represent all persons insured under this Policy as to:

- a) The giving and receiving of any notice of cancellation.
- b) The receipt of any endorsements to this Policy.
- c) The payment of premium and receipt of return premium.
- d) The acceptance of any other notices or communications under or in respect of this Policy.

## 16. Renewal

The Policy may be renewed with our consent. The benefits under the policy or/and the terms and conditions of the policy, including premium rate may be subject to change. We, however, are not bound to give notice that it is due for renewal. Unless renewed as herein provided, this Policy shall terminate at the expiration of the period for which premium has been paid / received. No renewal receipt shall be valid unless it is on the printed form of the Company and signed by an authorized official of the Company.

## Grievance Lodgement Stage

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:

### Our Grievance Redressal Officer

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

Customer Support, Tata AIG General Insurance Company Limited  
A-501 Building No. 4 IT Infinity Park, Dindoshi, Malad (E), Mumbai - 400097

E-mail: customersupport@tataaig.com

Visit the Servicing Branch mentioned in the policy document

### Nodal Officer

Please visit our website at [www.tataaig.com](http://www.tataaig.com) to know the contact details of the Nodal Officer for your servicing branch.

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After investigating the grievance internally and subsequent closure, we will send our response within a period of 10 days from the date of receipt of the complaint by the Company or its office in Mumbai. In case the resolution is likely to take longer time, we will inform you of the same through an interim reply.

**Escalation Level 1** For lack of a response or if the resolution still does not meet your expectations, you can write to [manager.customersupport@tataaig.com](mailto:manager.customersupport@tataaig.com). After investigating the matter internally and subsequent closure, we will send our response within a period of 8 days from the date of receipt of your complaint.

**Escalation Level 2** For lack of a response or if the resolution still does not meet your expectations, you can write to the Head-Customer Services at [head.customerservices@tataaig.com](mailto:head.customerservices@tataaig.com). After examining the matter, we will send you our response within a period of 7 days from the date of receipt of your complaint. Within 30 days of lodging a complaint with us, if you do not get a satisfactory response from us and you wish to pursue other avenues for redressal of grievances.

## 2. Consumer Affairs Department of IRDAI

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](mailto:complaints@irdai.gov.in). You can also make use of IRDAI's online portal - Integrated Grievance Management System (IGMS) by registering Your complaint at <https://igms.irda.gov.in/>.

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.

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](http://www.irdai.gov.in), or of the General Insurance Council at [www.generalinsurancecouncil.org.in](http://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	Address & Contact details	Jurisdiction of Office Union Territory, District
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: <a href="mailto:bimalokpal.ahmedabad@cioins.co.in">bimalokpal.ahmedabad@cioins.co.in</a>	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, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: <a href="mailto:bimalokpal.bengaluru@cioins.co.in">bimalokpal.bengaluru@cioins.co.in</a>	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: <a href="mailto:bimalokpal.bhopal@cioins.co.in">bimalokpal.bhopal@cioins.co.in</a>	Madhya Pradesh Chhattisgarh.

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Office of the Ombudsman	Address & Contact details	Jurisdiction of Office Union Territory, District
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@cioins.co.in	Orissa.
CHANDIGARH	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana(excluding Gurugram, Faridabad, Sonapat and Bahadurgarh) Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh
CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu PuducherryTown and Karaikal (which are part of Puducherry)
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@cioins.co.in	Delhi & Following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh
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@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD	Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.

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Office of the Ombudsman	Address & Contact details	Jurisdiction of Office Union Territory, District
JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@cioins.co.in	Rajasthan
ERNAKULAM	Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@cioins.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@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands
LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar
MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane



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Office of the Ombudsman	Address & Contact details	Jurisdiction of Office Union Territory, District
NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur
PATNA	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand
PUNE	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@cioins.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region

## Information about Us

Tata AIG General Insurance Company Limited

Registered Office: Peninsula Business Park, Tower A, 15th Floor, G.K. Marg, Lower Parel, Mumbai, Maharashtra, India

Website: [www.tataaig.com](http://www.tataaig.com)

Customer Service: [customersupport@tataaig.com](mailto:customersupport@tataaig.com)

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**WITH YOU ALWAYS**

Tata AIG General Insurance Company Limited

Registered Office:

Peninsula Business Park, Tower A, 15th Floor, G.K. Marg,  
Off Senapati Bapat Road, Lower Parel, Mumbai 400013

Insurance is the subject matter of the solicitation.

For more details on risk factors, terms and conditions, please read policy wordings carefully, before concluding a sale.

Call us at +91 22 6693 3752 or  
Write to us on [PcgIndia@tataaig.com](mailto:PcgIndia@tataaig.com)