

PERSONAL ALL RISK POLICY
UIN- IRDAN108RP0002V01201415

Whereas the Insured described in the Schedule hereto (hereinafter called the 'Insured') by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to the TATA AIG GENERAL INSURANCE COMPANY LIMITED (hereinafter called the Company) for the insurance hereinafter contained and has paid the premium stated in the said Schedule as consideration for such insurance during the period stated in the said 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 subject to the terms, conditions and exclusions herein contained or endorsed or otherwise expressed hereon, to indemnify the Insured if the property of the Insured or member(s) of his family, so lost, destroyed or damaged, by Fire, Riot and Strike, Burglary, Theft or Accident, from any fortuitous cause, any time during the period of this insurance and within the limits stated in the Schedule hereto, provided always that the liability of the Company shall in no case exceed the Sum Insured on each item or on the whole the Total Sum Insured hereby.

EXCLUSIONS

The Company shall not be liable in respect of:-

1. Damage caused by any process of cleaning, dyeing or bleaching, restoring, servicing, preventative maintenance, repairing or renovation or deterioration arising from wear and tear, moth, vermin, insects or mildew or any other gradually operating cause.
2. Breakage, cracking or scratching of crockery, glass, cameras, binoculars, lenses, sculptures, curious, pictures, musical instruments, sports gear and similar articles of brittle or fragile nature, unless specifically declared and accepted by us and expressly stated in the policy schedule.
3. Loss or damage caused by mechanical or electrical derangement/breakdown of any article unless caused by accidental external means or specifically declared and accepted by us and expressly stated in the policy schedule.
4. Overwinding, denting or internal damage of watches and clocks.
5. Loss or damage to money, securities, manuscripts, deeds, bonds, bills of exchange, promissory notes, stock or share certificates, stamps, travel tickets, travellers' cheques, business books or documents unless specifically declared and accepted by us and expressly stated in the policy schedule.
6. Theft from any car except car of fully enclosed saloon type having at the time all the doors, windows and other openings securely locked and properly fastened.
7. Any loss or damage arising through delay, detention or confiscation by Customs or other authorities.
8. Loss or damage whether direct or indirect arising from War, Warlike operations, Act of Foreign Enemy, Hostilities (whether war be declared or not), Civil war, rebellion, Insurrection, Civil Commotion, Military or Usurped Power, Seizure, Capture, confiscation, Arrests Restraints and Detainment by the order of any Government or any other authority.

9. Terrorism: This Policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

This exclusion also includes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the above.

10. (a) Any loss, destruction or damage to any property whatsoever or any loss or expense whatsoever, resulting or arising there from or any consequential loss and any legal liability of whatsoever nature, directly or indirectly caused by or contributed to by or arising from ionizing, radiation or contamination by radioactivity from any source whatsoever.
- (b) Any loss, destruction, damage or legal liability directly or indirectly caused by or contributed to by or arising from Nuclear Weapons Material.
11. Loss damage or consequential loss directly or indirectly caused by, consisting of, or arising from:
- a) any functioning or malfunctioning of the internet or similar facility, or of any intranet or private network or similar facility,
- b) any corruption, destruction, distortion, erasure or other loss or damage to data, software, or and kind of programming or instruction set,
- c) loss of use or functionality whether partial or entire of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic, and any ensuing liability or failure of the Insured to conduct business.

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

12. Consequential loss or legal liability of any kind.
13. Loss or damage due to or contributed to by the Insured having caused or suffered anything to be done whereby the risks hereby insured against were unnecessarily increased.
14. Loss or damage due to misplacement, misuse, reckless, abusive, willful or intentional conduct associated with handling and use of the covered item.
15. Any cosmetic loss or damage including but not limited to scratches and dents that do not otherwise affect the functionality of the covered item.
16. Loss or damage arising out of any pre-existing conditions.
17. Loss or damage arising out of the misuse of or use other than in accordance with manufacturer's recommendation of, or use of any accessory which has not been approved by the manufacturer with the insured appliances

CONDITIONS

SPECIAL

1. **SINGLE ARTICLE LIMIT:** Unless specifically and separately stated, the Company's liability in respect of each article or pairs of articles shall not exceed 5% of the Total Sum Insured under this Policy.
2. **ARTICLES IN PAIRS OR SETS:** Unless specifically and separately stated, where any item insured hereunder consists of articles in pair or set, the Company's liability in respect thereof shall not exceed the value of any particular part or parts which may be lost or damaged without reference to any special value which such articles or articles may have as part of such pair or set not more than a proportionate part of the insured value of the pair or set.

GENERAL

1. **NOTICE:** Every notice and communication to the Company required by this Policy shall be in writing to the office of the Company through which this insurance is effected.
2. **DUTY OF DISCLOSURE:** This Policy shall be void and all premium paid hereon shall be forfeited to the Company in the event of established fraud.
3. **REASONABLE CARE:** The Insured shall take all reasonable steps to safeguard the property insured against accident, loss or damage.
4. **CLAIMS PROCEDURE:**

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, insured must:

 - a) Inform the company 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 the company with all relevant information, documentation and details of items lost, damaged or destroyed along with their values, and also any other assistance that company may reasonably require to enable the company or independent surveyors or company's representatives to investigate any claim and/or to establish to company's 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, insured shall also give the company 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 company's discretion, be inspected and examined by independent surveyors or company's representatives.
 - d) In case of actual or attempted Burglary or Theft, Insured 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 insured intends to claim for and forward a copy of that written complaint, the First Information Report and/or Final Report to the company, 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 and
 - iv) within 7 days supply the company with an inventory of damaged or stolen property detailing the quantity, age, description, actual replacement value and amount of loss claimed for in respect of each item, along with all documentation required to support and substantiate the claim.

5. BASIS OF LOSS SETTLEMENT

Unless specifically and separately stated in the schedule, if insured makes a claim under this policy that company accepts for payment, then the basis upon which the company shall calculate the payment due to the insured and make payment shall be as follows:

a) In the event of a total loss of a covered item, company will pay the insured the replacement cost of the item (or, if not readily available, then an item of equivalent but not better quality) , less salvage value but limited nevertheless to the sum insured or the limit as stated in the schedule. In case property is not replaced or reinstated then company will pay the amount of damage after due allowance for wear and tear and depreciation but limited nevertheless to the sum insured or the limit as stated in the schedule.

b) In the case of damage (partial loss) to a covered item:

If it is reasonably capable of repair, reinstatement, renewal or refurbishment then company's payment to the insured will reflect reasonable costs of restoring by such means the damaged item to its condition immediately prior to the event that gave rise to the claim under this policy without any allowance for wear and tear and depreciation involving replacement of parts except those with limited life, less salvage value of replaced item/part but limited nevertheless to the sum Insured or the limit as stated in the schedule.

6. **AVERAGE:** Unless specifically and separately stated in the schedule, 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 rateable proportion of the loss. Every item if more than one of the Policy shall be separately subject to this Condition.

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, whether effected by the Insured or not, then the Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.

7. **SUBROGATION:** Unless specifically and separately stated in the schedule, the Insured and any claimant under this Policy shall at the expense of the Company do and concur in doing and permit to be done all such acts and things that may be necessary or reasonably required by the Company for the purpose of enforcing any right 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 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.

8. **FRAUD:** If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices are used by the Insured to obtain any benefit under this Policy, all benefits and rights under the Policy shall be forfeited.

9. **CANCELLATION:** The Company can cancel the policy only on the grounds of established fraud, by giving minimum notice of 7 days to the Policyholder.
The Insured may cancel this policy at any time by informing us. We shall refund proportionate premium for the unexpired policy period provided there is no claim(s) under the policy.

10. **OBSERVANCE OF TERMS AND CONDITIONS:** The due observance and fulfillment of the terms, conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured shall be a condition precedent to any liability of the Company to make any payment under this Policy.

Endorsement:

REINSTATEMENT: At all times during the period of insurance of this Policy, the insurance cover will be maintained to the full extent of the respective sums insured, in consideration of which, upon the settlement of any loss under this policy, pro-rata premium at the policy rate for the unexpired period for the amount of such loss paid (not exceeding the respective sum insured) shall be payable by the insured to the Company. The additional premium

referred to above shall be deducted from the net claim amount payable under the policy. This continuous cover to the full extent shall be available, notwithstanding any previous loss for which the Company may have paid hereunder and irrespective of the fact whether the additional premium as mentioned above has been actually paid or not following discovery of a loss. The intention of this clause is to ensure continuity of the cover to the insured subject only to the right of the Company for deduction from the claim amount when settled, of pro-rata premium to be calculated from the date of discovery of each independent loss till expiry of the policy under which the loss falls. Provided that the liability of the Company will be limited to twice the respective Sum Insured during the entire period of the policy in respect of any loss or losses caused by acts and/or omission of any persons.

Grievance Redressal Procedure:

At TATA AIG, we strive to provide the best service to our customers. If you're not satisfied and wish to lodge a complaint, please call our 24/7 Customer Support Number.: **022 6489 8282** or email us at customersupport@tataaig.com. We will investigate and respond within the regulatory turnaround time (TAT).

Escalation Level 1

If you do not receive a response or are not satisfied with the resolution, please contact us at manager.customersupport@tataaig.com.

Escalation Level 2

If you still need assistance, reach out to the Head of Customer Services at head.customerservices@tataaig.com. We will provide our final response within the regulatory TAT. If you're still not satisfied after this process, you may approach the Insurance Ombudsman of concerned jurisdiction. You can also lodge a grievance on the Bima Bharosa Grievance Redressal Portal: <https://bimabharosa.irdai.gov.in/>

For updated list of the name and address of the Insurance Ombudsman of competent jurisdiction please follow the link- <https://www.cioins.co.in/Ombudsman>

Prohibition of Rebates – Section 41 of The Insurance Act, 1938 as amended by Insurance Laws (Amendment) Act, 2015

1. No person shall allow or offer to allow, either directly or indirectly, as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the Policy, nor shall any person taking out or renewing or continuing a Policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectus or tables of the Insurer.
2. Any person making default in complying with the provisions of this section shall be punished with a fine which may extend to ten lakhs rupees.

“Insurance is the subject matter of the solicitation”. Please read the policy wordings carefully before concluding the sale.

S. 64VB of The Insurance Act, 1938:

“Commencement of risk cover under the Policy is subject to receipt of payable premium by Tata AIG General Insurance Company Limited”.

(Regd Office: Peninsula Business Park, Tower A, 15th Floor, Ganpatrao Kadam Marg, Off Senapati Bapat Marg, Lower Parel,

Mumbai – 400 013, Maharashtra, India.

Registered with **Insurance Regulatory & Development Authority (IRDA)** under the registration no.108.

Insurance is the subject matter of the solicitation.

