

Policy } Wordings }

Tata AIG General Insurance Company Limited (hereinafter called "the Company") will provide the insurance cover detailed in the Policy to the Insured Person up to the Sum Insured subject to the terms, conditions and exceptions of this Policy, Insured's payment of premium, and Insured's statements in the Proposal, which is incorporated into the Policy and is the basis of it.



Authorized Signatory

Tata AIG General Insurance Company Limited

Registered Office: Peninsula Business Park,
Tower A, 15th Floor, G. K. Marg, Lower Parle,
Mumbai- 400013.

Toll Free No. 1800 2667780

Visit us at www.tataaig.com

CIN: U85110MH2000PLC128425

IRDA of India Registration No.108

Fax No: 022-66938170

Definition:

1. **Accident and Accidental** means a sudden, unforeseen, and involuntary event caused by external, visible and violent means.
2. **Age** - means completed years as at the Effective Date.

For purpose of this Policy, the Eligible entry age is from 12 Years upto 65 years. Policy is however renewable for life upon payment of premium.

3. **Building** means structure, built of brick, stone or concrete, roofed with incombustible material.
4. **Business or Business Purposes** means any full or part time, permanent or temporary, activity undertaken with a view to profit or gain.
5. **Burglary** means an act involving the unauthorized entry to or exit from insured premises or attempt there at by unexpected, forcible, visible and violent means, with the intent to commit an act of theft.
6. **Company** means Tata AIG General Insurance Company Limited.
7. **Contents** means the following not used for Business or Business Purposes, so long as they are owned by insured and/or insured's family
 - 1) household goods, such as furnitures, fixtures, fittings, home appliances, interior decorations and items of like nature.
 - 2) personal effects such as clothes and other articles of personal nature likely to be worn, used or carried excluding Personal Money, Jewellery and Valuables unless specifically declared to and accepted by the Company.
8. **Cancellation (of policy)** - means the terms on which the policy contract can be terminated either by the insurer or the insured by giving sufficient notice to other which is not lower than a period of fifteen days. The terms of cancellation may differ from insurer to insurer.
9. **Condition precedent** - means a policy term or condition upon which the insurer's liability under the policy is conditional upon.
10. **Disclosure of information norm** - means the policy shall be void and all premiums paid

hereon shall be forfeited to the Company, in the event of misrepresentation, mis-description or non-disclosure of any material fact.

11. **Grace Period** - means the specified period of time immediately following the premium due date during which a payment can be made to renew or continue a policy in force without loss of continuity benefits such as waiting periods and coverage of pre-existing diseases. Coverage is not available for the period for which no premium is received.
12. **Illness** - means a sickness or a disease or pathological condition leading to the impairment of normal physiological function which manifests itself during the Policy Period and requires medical Treatment.
 - (a) **Acute Condition** - is a disease, illness or injury that is likely to respond quickly to treatment which aims to return the person to his or her state of health immediately before suffering the disease/illness/injury which leads to full recovery.
 - (b) **Chronic Condition** - is defined as a disease, illness, or injury that has one or more of the following characteristics:
 - it needs ongoing or long-term monitoring through consultations, examinations, check-ups, and / or tests
 - it needs ongoing or long-term control or relief of symptoms
 - it requires your rehabilitation or for you to be specially trained to cope with it
 - it continues indefinitely
 - it comes back or is likely to come back.
13. **Injury** means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent and visible and evident means which is verified and certified by a Medical Practitioner.
14. **Insured** means all party (ies) to the insurance contract named in the Schedule whom the Company agrees to indemnify for losses as per policy terms and conditions.
15. **Insured premises** means the premises,

- address of which is shown in the Schedule.
16. **Market Value** means the value at which property insured could be replaced with one of the same kind, type, age and condition.
 17. **Notification of Claim** means the process of notifying a claim to the insurer or TPA by specifying the timeliness as well as the address / telephone number to which it should be notified.
 18. **Policy** means the contract of insurance that include Insured's proposal, the Schedule, Insuring clauses that are appearing in each applicable section(s), definitions, exclusions, provisions, conditions and other terms contained herein and any endorsement attaching to or forming part hereof, either at inception or during the policy period.
 19. **Policy Period** means the period commencing from the effective date and time and, terminating at midnight on the expiry date as shown in the Schedule during which cover is provided under this policy.
 20. **Portability** - means the transfer by an individual health insurance policy holder (including family cover) of the credit gained for pre-existing conditions and time bound exclusions if he/she chooses to switch from one insurer to another
 21. **Public Authority** means any governmental or quasi-governmental organisation or any statutory body or duly authorised organisation with the power to enforce laws, exact obedience, command, determine or judge.
 22. **Physician/ Medical Practitioner** - means a person who holds a valid registration from the medical council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction, and is acting within the scope and jurisdiction of his license.

Medical Practitioner will not be (a) an Insured Person or (b) Your Immediate Family Member or c) or anyone who is living in the same household as the Insured.

23. **Renewal** - means the terms on which the contract of insurance can be renewed on mutual consent with a provision of grace period for treating the renewal continuous for the purpose of all waiting periods.
24. **Replacement Value** means the invoice cost at the time of loss or damage, which would be incurred to replace the property insured at the premises with new item of similar kind, type, condition and quality used for the same purpose.
25. **Schedule** means the sheet/s including annexure/s containing the cover(s) purchased, description of items insured, sum insured, limit of liability, deductible/ excess, premium & taxes paid as stated in the Policy and any special terms and conditions.
26. **Sum Insured** means and denotes the amount of cover available under each section as stated in the Schedule (and, where appropriate, as more particularly described and limited per item insured in any annexure to the Schedule). This is the maximum amount that the company will pay for each and every claim and in aggregate under that section, subject always to the policy terms and conditions during policy period.

General Conditions:

1. **ENTIRE CONTRACT:** This Policy, its Schedule, endorsement(s), proposal constitutes the entire contract of insurance. No change in this policy shall be valid unless approved by the Company and such approval be endorsed hereon. This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such meaning wherever it may appear. Terms, exceptions, provisions, conditions, and warranties mentioned in the Schedule shall take precedence over the Coverage Section terms, exceptions, provisions, conditions, and warranties which shall override General terms, exceptions, provisions, conditions, and warranties.
2. **COVERAGE SECTION:** This policy consists of different Sections and coverage under each Section of this policy shall be construed independently from the other

Sections. If the Insured is not insured in terms of any section of this policy, that section shall not be used in order to interpret the applicable sections of this policy. If an event occurs that results in loss or damage which could, but for this provision entitle the Insured to an indemnity under more than one provision of this policy for the same loss, the Insured shall only be entitled to an indemnity under one such provision and the Insured may select under which provision to claim, which shall be binding on the Insurer.

3. **POLICY VOIDANCE:** This Policy shall be void and all premium paid shall be forfeited in the event of mis-representation, fraud, mis-description or non-disclosure of any material facts/particular.
4. **ALTERATION:** No material alteration shall be made or admitted by the insured whereby the risk is increased unless the continuance of the insurance is confirmed in writing by the Company.
5. **REASONABLE CARE:** The Insured shall take all reasonable steps to safeguard the property and interests insured hereby against accident, loss or damage.
6. **CANCELLATION:**

- a) **By the Insured (Other than Free Look Period):** This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the premium at short period rate as mentioned hereunder for the time the Policy has been in force. No refund of premium shall be due or payable on cancellation of policy at the request of the Insured where there has been a claim made in the policy.
- b) **By the Company:** This insurance may also at any time be terminated by the Company by giving 15 days notice to the Insured on grounds of misrepresentation, fraud, non-disclosure of material facts or non-cooperation by Insured or any one acting on behalf of Insured. In the event of termination of this Policy on grounds of mis-representation, fraud, non-disclosure of material facts, the policy shall stand cancelled ab-initio

and there will be no refund of premium. In the event the policy is terminated on grounds of non-cooperation of the insured the premium shall be computed in accordance with company's short period rate for the period the Policy has been in force provided no claim has occurred up to the date of termination. In the event a claim has occurred in which case there shall be no refund of premium.

Short period retention scale sections i, ii, iii, iv, v, vii, ix

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

For section vi, viii

Cancellation	Retention Scale
Up to 1 week	12.5 % OF annual Premium
Up to 1 month	25 % OF annual Premium
Up to 3 months	37.5 % OF annual Premium
Up to 4 months	50 % OF annual Premium
Up to 6 months	62.5 % OF annual Premium
Up to 8 months	87.5 % OF annual Premium
Above 8 months	100 % OF annual Premium

7. **CONTRIBUTION:** If at the time of happening of an event resulting into, loss of or damage to any property, or any liability, or any expenses hereby insured, there be any other subsisting insurance or insurances, whether effected by the Insured or by any other person or persons covering the same

interest, this Company shall not be liable to pay or contribute more than its rateable proportion of such loss, damage, liability or expenses. It is hereby expressly stipulated and declared that aforementioned condition of contribution shall not apply to benefits payable under the Personal Accident section.

8. **ASSIGNMENT:** The Company shall in no case be bound to accept notice of any transfer of interest arising hereunder and nothing herein contained shall give any right against the Company to any person other than the Insured except to a transferee approved by the Company.
 9. **NOTICE:** Every notice and other communication to the Company required by this policy must be written or printed.
 10. **OBSERVANCE OF CONDITIONS:** The due observance and fulfilment 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.
 - 11 **A. CLAIMS PROCEDURE - for sections i, ii, iii, iv, v, vii,viii, ix :** If an event happens that may result in a claim under this policy or there are circumstances that are likely to give rise to a claim, the Insured must at their own expense:
 - a) take all reasonable steps to reduce and prevent further loss, damage or liability;
 - b) 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 claim.
 - c) 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.
- d) preserve any damaged property so that it may, at the company's discretion, be inspected and examined by independent surveyors or company's representatives.
 - e) In case of actual or attempted Burglary or any malicious damage Insured must in addition to a), b), c) and d) above:
 - i) immediately lodge a written complaint with the police listing out the items with values that were lost, damaged or destroyed and that the Insured intend 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 as per General Condition 5 above, and
 - iv) within 7 days supply the company with an inventory of damaged or stolen property detailing the quantity, age, description, actual market value and amount of loss claimed for in respect of each item, along with all documentation required to support and substantiate claim.
 - f) In case the event or circumstance to be notified involves any form of legal process, Insured must in addition to a), b), c), d) and e) above:
 - a. immediately send the company every written notice or information of any verbal notice of a claim, and
 - b. immediately send the company any writ, summons, or other legal process issued or commenced against the Insured, and

- c. permit the company to take over the control and conduct of the defence, pursuit or settlement of any claim and provide the company or company's representatives with such cooperation and assistance as may be required for that purpose, and
- d. not, without the company's 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.
- e. provide the company with the names and addresses of any known persons injured and any available witnesses
- f. provide the company with any legal documents and other documents which will help us defend any Insured/Insured person(s) and
- g. assist and cooperate with the company in the conduct of the defence by helping us
 1. to make settlement
 2. to enforce any right of contribution or indemnity against any person or organisation who may be liable to an Insured/Insured person(s).
 3. to attend hearings and trials
 4. to secure and give evidence and obtain the attendance of witnesses

Insured must not authorize the repair or replacement of any property unless it is required for safety reasons or to minimize or prevent further loss, damage or liability;

No claim under this Policy shall be payable unless the terms of this Condition have been complied with. If insured fails to comply with these conditions, company may reduce or deny any claim insured makes or cancel the policy.

11 B. CLAIMS PROCEDURE - (for sections vi):

- a) **NOTICE OF CLAIM/LOSS:** It is a condition precedent to Our liability

hereunder that written notice of claim must be given by You to Us within 7 days after an actual or potential loss begins or as soon as reasonably possible and in any event not later than 30 Days after an actual or potential loss begins. Notice may be sent at the following address.

CLAIMS DEPARTMENT

TATA AIG General Insurance Company Limited

A-501,5Th Floor, Bldg No -4, Infinity Park, Dindoshi, Malad (East), Mumbai - 400 097

Fax: +91-22-6693-8171

- b) **CLAIM FORMS:** We, upon receipt of a notice of claim, will furnish You with such forms as We may require for filing proofs of loss.
- c) **TIME FOR FILING CLAIM FORMS AND EVIDENCE:** Completed claim forms and written evidence of loss must be furnished to Us within thirty (30) Days after the date of such loss. Failure to furnish such evidence within the time required shall not invalidate nor reduce any claim if You can satisfy us that it was not reasonably possible for You to give proof within such time. The Company may accept claims where documents have been provided after a delayed interval only in special circumstances and for the reasons beyond the control of the insured.
- d) **SUPPORTING DOCUMENTATION & EXAMINATION:** You or someone claiming on Your behalf shall provide Us with all documentation, medical records and information We may request to establish the circumstances of the claim, its quantum or Our liability for the claim within 30 days after the date of such loss. Such documentation will include but is not limited to the following:

Death Claims	Disability Claims
1. Claim form	1. Claim form
2. Original Death Certificate	2. Attending Doctor's Report
3. Original/ Attested Post Mortem Report, if conducted	3. Original Disability Certificate from the Doctor
4. Attested copy of FIR, Spot Panchanama & Police Inquest report, where applicable.	4. Complete medical records including Investigation/ Lab reports (X-Ray, MRI etc.)
5. Complete medical records including Death Summary, in case of hospitalization	5. FIR, Police report, where applicable
6. KYC Documents	6. KYC Documents

Please submit all documents to the Corporate Office at the address given below.

CLAIMS DEPARTMENT

TATA AIG General Insurance
Company Limited

A-501,5Th Floor, Bldg No -4, Infinity Park,
Dindoshi, Malad (East), Mumbai - 400 097
Fax: +91-22-6693-8171

- E) **TIME OF PAYMENT OF CLAIM:** We shall make the payment of claim that has been admitted as payable by Us under the Policy terms and conditions within 30 days of submission of all necessary documents / information and any other additional information required for the settlement of the claim. All claims will be settled in accordance with the applicable regulatory guidelines, including IRDA (Protection of Policyholders Interests Regulation), 2002. In case of any delay in payment as stated herein, We will pay you interest at the prevalent bank rate plus 2 % at the beginning of the financial year in which claim is settled. For the purpose of this clause, 'bank rate' shall mean the existing bank rate as notified by Reserve Bank of India, unless the extent regulation requires payment based on some other prescribed interest rate.
- F) **PAYMENT OF CLAIM:** All claims under this Policy that are payable to You or the Policyholder shall be paid in Indian currency.

12. SUBROGATION

Insured shall at company's expense do and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by the company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which company shall be or would become entitled or subrogated, upon its paying for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after Insured's indemnification by the Company. Neither Insured nor any other Insured Person(s) shall prejudice these subrogation rights in any manner and shall provide the company with whatever assistance or cooperation is required to enforce such rights. Any such amount recovered will first be applied to pay Insured's excess and secondly to reimburse the company for any payments made by the company. Any amounts in excess of our total payment will be paid to Insured. This clause is applicable to only indemnity sections under the policy.

13. EXCESS

If the company agrees to pay a claim under the policy Insured must first pay the excess shown on the schedule or included in the policy.

14. FRAUDULENT CLAIMS

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

15. ARBITRATION

If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be

referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/ difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996. It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided, if the Company has disputed or not accepted liability under or in respect of this Policy. It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained.

16. **LIMITATION**

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

17. **PAYMENT OF CLAIM**

The Company shall make the payment of claim that has been admitted as payable under the Policy terms and conditions, within 30 days of submission of all necessary documents / information and any other additional information required for the settlement of the claim. All claims will be settled in accordance with the applicable regulatory guidelines, including IRDA (Protection of Policyholders Interests Regulation), 2002. In case of any delay in payment as stated herein, company will pay the insured interest at the prevalent bank rate plus 2 % at the beginning of the financial year in which claim is settled. For the purpose of this clause, 'bank rate' shall mean the existing bank rate as notified by Reserve Bank of India, unless the extant

regulation requires payment based on some other prescribed interest rate.

18. **FREE LOOK PERIOD**

Insured has a period of 15 days from the date of receipt of the Policy document to review the terms and conditions of this Policy. If insured has any objections to any of the terms and conditions, insured has the option of cancelling the Policy stating the reasons for cancellation and insured will be refunded the premium after adjusting the amounts spent on stamp duty charges and proportionate risk premium. Insured can cancel Policy only if insured has not made any claims under the Policy. All rights under this Policy will immediately stand extinguished on the free look cancellation of the Policy. Free look provision is not applicable and available at the time of renewal of the Policy.

19. **RENEWAL CONDITIONS**

The Policy is ordinarily renewable unless the Insured Person has acted in an improper, dishonest or fraudulent manner or any misrepresentation under or in relation to this policy or renewal of the Policy poses a moral hazard.

The Policy may be renewed with company's consent by payment in advance of the total premium specified by company, which premium shall be at company's premium rate in force at the time of renewal.

A grace period of 30 days from the premium due date is allowed where insured can still pay premium and continue your policy. Coverage would not be available for the period for which no premium has been received. Post 30 days from premium due date, if the premium is not paid, the policy will lapse i.e. be terminated.

The company, however, is not bound to give notice that it is due for renewal.

General Exceptions:

This Policy does not cover:

1. Loss, destruction or damage or cost or expense of whatsoever nature occasioned by or through or in consequence of or directly or indirectly caused by:
 - a) war, invasion, act of foreign enemy hostilities or war like

- operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
- b) ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
 - c) The radioactive toxic, explosives or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
 - d) Any weapon or device employing atomic or nuclear fission and/ or fusion or other like reaction or radioactive force or matter.
2. 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.
3. Loss or damage caused by corrosion, rust, extremes or changes in temperature, dampness, dryness, wet or dry rot, mould, mildew, fungus, spores, shrinkage, evaporation, loss of weight, change of colour, flavour, action of light, texture or finish, vermin, insects, marring or scratching unless such damage is caused directly by damage to the property insured or to premises containing such property by perils covered under the policy.
 4. Detention, confiscation, attachment, destruction, or requisition of the insured property by any public authority or other judicial process.
 5. Any fine, or penalty imposed on the Insured or any punitive or exemplary damages awarded against the insured
 6. Any loss or damage caused by any dishonest or criminal act by or at the direction of Insured or any person acting on behalf of Insured
 7. Any loss or damage which occurred prior to the Policy period.
 8. Any loss or damage caused by wear and tear, gradual deterioration, inherent vice, latent defect
 9. Any loss or damage deliberately caused by Insured or any one acting on behalf of Insured
 10. Any consequential loss or legal liability of any kind.

Section: I

Building & Contents (excluding money and valuables)

The company shall indemnify the Insured in respect of loss of or damage to the Building and Contents belonging to insured or any member of Insured's family when kept in the insured premises by

- a) Fire, lightning, explosion of gas in domestic appliances

- b) Aircrafts, other aerial or space devices or articles dropped there from
- c) Riot, Strike or malicious damage
- d) Flood, inundation, storm, cyclone
- e) Impact damage by any Rail/ Road vehicle or animal by direct contact not belonging to insured and his family
- f) Earthquake fire and/or shock
- g) Bursting and overflowing of water tanks, apparatus or pipe
- h) Subsidence and landslide (including rockslide)

Specific Exclusions:

The company will not make payment to the Insured for:

- a) Loss or damage by burglary and/or housebreaking or theft
- b) Loss of or damage to articles of consumable nature
- c) Loss or damage to money, securities, stamps, bullion, livestock, motor vehicles and pedal cycle
- D) Loss or damage to deeds, bonds, bills of exchange, shares and stock certificates, business books, manuscripts, documents of any kind, unset precious stones, jewellery and valuables
- E) 5% of each and every claim resulting from the operation of lightning, storm, flood, inundation, cyclone, subsidence, landslide including rockslide covered under the policy
- F) Individual item not exceeding 10% of the sum insured unless specifically declared and accepted by us.

Basis of loss settlement:

- a) Company will either pay the amount of loss or damage as mentioned in para b), c), d) and e) below or at its option, reinstate or replace the property damaged or destroyed, or any part thereof, the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage nor more than the sum insured. If the

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

- b) If in any case the Company shall be unable to reinstate or repair the property hereby insured, because of any in force law or regulation then the Company shall, in every such case, will be liable to pay such sum as would be requisite to reinstate or repair such property if the same could lawfully be reinstated to its former condition.
- c) In the event of a total loss of a covered item, company will pay the market value of the item immediately before the occurrence of loss or damage less salvage value but limited nevertheless to the sum insured or limit stated in the schedule.
- d) In the case of damage (partial loss) to a covered item if it is reasonably capable of repair, refurbishment then company will pay 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 with due allowance for wear and tear and depreciation involving replacement of parts, less salvage value of replaced item/part but limited nevertheless to the sum insured or the limit as stated in the schedule.
- e) If the cost of replacement, repair or refurbishment of any item is equal to or exceeds the market value of the lost or damaged item immediately before the occurrence of the damage, then company will pay the market value of the item as it existed immediately before the occurrence of the loss or damage, less salvage value but limited nevertheless to the sum insured or the limit as stated in the schedule.

Special Conditions:

If the property insured shall at the breaking out of any fire or at the commencement of any destruction of or damage to the property by any other peril insured against be collectively of greater value than the sum insured thereon, then

the insured shall be considered as being his own insurer for the difference and shall bear a proportion of the loss accordingly.

Provided however, that if sum insured on the property insured shall at the breaking out of such fire or at the commencement of such destruction or damage be not less than 85% of the collective value of the property insured this condition shall be of no purpose and effect. Every item of the policy shall be separately subject to this condition.

Section II

Burglary

The company will indemnify the insured in respect of loss or damage to the contents when kept in the insured premises by Burglary. Damage to the building during the course of burglary is also covered upto 10% of sum insured under this section or `2500 whichever is less.

Specific exclusions:

The company will not make payment to the Insured for:

- a) Loss or damage where any member of the Insured's family is involved
- b) Loss or damage to pedal cycle, livestock and motor vehicles
- c) Loss or damage to money, securities, stamps, bullion, deeds, bonds, bills of exchange, promissory notes, stock and share certificates, business books, manuscripts, documents of any kind, unset precious stones, jewellery and valuables unless specifically declared
- d) Loss or damage on account of theft/larceny
- e) Individual item not exceeding 10% of the sum insured unless specifically declared and accepted by us.
- f) Loss or damage where duplicate key has been used and no signs of violent forcible entry
- g) First `100/- of each and every claim or as stated in the Schedule as the Excess or Deductible

Basis of Loss Settlement:

- a) In the event of a total loss of a covered item, company will pay the market value of the item immediately before the occurrence of loss or damage less salvage value but limited nevertheless to the sum insured or limit stated in the schedule.

b) In the case of damage (partial loss) to a covered item if it is reasonably capable of repair, refurbishment then company will pay 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 with due allowance for wear and tear and depreciation involving replacement of parts, less salvage value of replaced item/part but limited nevertheless to the sum insured or the limit as stated in the schedule.

- C) If the cost of replacement, repair or refurbishment of any item is equal to or exceeds the market value of the lost or damaged item immediately before the occurrence of the damage, then company will pay the market value of the item as it existed immediately before the occurrence of the loss or damage, less salvage value but limited nevertheless to the sum insured or the limit as stated in the schedule.

Special Conditions:

If the property insured shall at the breaking out of any fire or at the commencement of any destruction of or damage to the property by any other peril insured against be collectively of greater value than the sum insured thereon, then the insured shall be considered as being his own insurer for the difference and shall bear a proportion of the loss accordingly.

Provided however, that if sum insured on the property insured shall at the breaking out of such fire or at the commencement of such destruction or damage be not less than 85% of the collective value of the property insured this condition shall be of no purpose and effect. Every item of the policy shall be separately subject to this condition.

Section III

Household Electrical and Electronic Appliances

The Company will indemnify the insured against repair cost (both parts and labour) occasioned by any unforeseen and sudden mechanical or electrical breakdown to the item(s) insured hereunder whilst contained or fixed in the insured premises.

Specific Exclusions:

The company will not make payment to the Insured for:

- a) An excess equal to 1% of the sum insured, subject to a minimum of INR 250/- against

each and every claim or as stated in the Schedule as the Excess or Deductible

- b) Any loss or damage to external antenna or fittings;
- c) the cost of transport to and from any repair centre;
- d) Any loss of or damage to any appliance that has been modified in any manner or is used for any business or business purposes;
- e) Any loss, damage or liability caused by or arising out of the erection, repair or dismantling of the insured appliances;
- F) Any loss or damage for which the manufacturer or supplier of the insured appliances is responsible;
- G) Any loss or damage arising out of any liability voluntarily assumed by the insured unless such liability would have attached notwithstanding such voluntary assumption;
- h) Wear and tear, depreciation, any consequential loss;
- i) Any claim arising out of any contractual liability;
- j) Any 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;
- k) Any loss or damage associated with the detention, seizure or confiscation by Public Authorities of the insured appliances;
- l) Any loss of or damage to an item for which cover is available under any other operative section of this Policy;

Basis of loss settlement:

1. Where damage to insured item can be repaired the company will pay repair expenses necessarily incurred to restore the damaged item to its former state of serviceability. Wherever any part(s) is required to be replaced depreciation of 5% per year from the date of manufacture will be deducted. The maximum depreciation however shall not exceed 50% of the replacement cost of the part(s). If the cost of repair exceeds the actual value of the insured item immediately before the damage the settlement shall be made considering it as total loss. Actual value to be calculated by deducting proper depreciation from the replacement value of the item.

2. In case of total loss, claims will be paid subject to depreciation of 10% per year, from the date of manufacture. The maximum depreciation however shall not exceed 50% of the sum insured of the item in respect of which a total loss claim is admitted under the policy less salvage value but limited nevertheless to the sum insured or the limit as stated in the schedule.

Special Conditions:

It is a requirement of this insurance that the sum insured in respect of such item specified in the schedule shall be equal to the replacement value of the insured property by new property of the same kind and capacity.

If the appliance insured shall at the time of 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 proportion of the loss accordingly.

Provided however, that if sum insured on the appliance insured shall at the time of loss or damage be not less than 85% of the collective value of the property insured this condition shall be of no purpose and effect. Every item of the policy shall be separately subject to this condition.

Section IV Pedal cycle

- A) The company will indemnify the insured in respect of loss or damage to the pedal cycle belonging to the insured or any member of insured's family by
 - a) Fire, lightning or explosion
 - b) Riot, Strike and malicious act
 - c) Burglary
 - d) Accidental external means
 - e) Earthquake fire and/or shock
 - f) Flood, cyclone, storm, inundation provided that the liability of the company in any one policy period will not exceed the sum insured specified in the schedule.
- B) The company will indemnify the Insured if a pedal cycle belonging to Insured or any member of Insured's family causes:
 - i) Accidental death or Bodily Injury to another, and/or

- ii) damage to the property of another against litigation expenses and any amount in compensation that Insured may become legally liable to pay to another, subject to a maximum payment of `20,000/- for any one policy period.
2. In case of total loss, claims will be paid subject to depreciation of 10% per year, from the date of manufacture. The maximum depreciation however shall not exceed 50% of the sum insured of the pedal cycle in respect of which a total loss claim is admitted under the policy less salvage value (for claims other than total loss resulting from burglary) but limited nevertheless to the sum insured or the limit as stated in the schedule.

Specific exclusions:

The company will not make payment to the Insured for:

- a) Any Accident, death, Bodily Injury loss or damage caused whilst the pedal cycle is being used for hire or reward, racing or pace making, or outside India.
- b) Any Accident, death, Bodily Injury loss or damage caused by overloading, strain or mechanical breakdown.
- c) The Burglary and theft of any accessories affixed to the pedal cycle.
- d) Litigation costs incurred without Company's prior written consent.
- E) The Accidental death of or Bodily Injury sustained by Insured, Insured Family, any person being conveyed or travelling on the pedal cycle and any loss or damage to any property belonging to another and being conveyed on the pedal cycle.
- f) The first `50/- of each and every claim related to loss or damage to pedal cycle.

Special Condition:

The pedal cycle should be securely locked when left attended.

Basis of loss settlement:

1. Where damage to insured pedal cycle can be repaired the company will pay repair expenses necessarily incurred to restore the damaged pedal cycle to its former state of serviceability. Wherever any part(s) is required to be replaced depreciation of 5% per year from the date of manufacture will be deducted. The maximum depreciation however shall not exceed 50% of the replacement cost of the part(s). If the cost of repair exceeds the actual value of the insured pedal cycle immediately before the damage the settlement shall be made considering it as total loss. Actual value to be calculated by deducting proper depreciation from the replacement value of the item.

Section V

Animal Driven Cart

- A. The company will indemnify the insured against loss or damage to the cart by;
- a) accidental external means
 - b) fire, external explosion, lightning,
 - c) flood, cyclone, storm, inundation
 - d) burglary
 - e) riot, strike and malicious act
 - f) Earthquake fire and/or shock
- B. Legal Liability to Third Parties
- The company will indemnify the Insured if the cart belonging to Insured or any member of Insured's family causes:
- i) Accidental death or Bodily Injury to another, and/or
 - ii) damage to the property of another against litigation expenses and any amount in compensation that Insured may become legally liable to pay to another, subject to a maximum payment of `20,000/- for any one policy period.

Specific exclusions:

The company shall not be liable to make any payment in respect of

- a) Damage to pneumatic rubber types and tubes whenever fitted unless the cart is damaged at the same time then the liability of the company is limited to 50% towards the cost of replacement
- b) First `100/- in respect of any loss or damage to the cart insured under this policy
- c) Any accident, death, bodily injury, loss or damage caused whilst the animal cart is being used for hire or reward, racing or pace making, or outside India.

- d) Any accident, death, bodily injury, loss or damage caused by overloading, strain, mechanical failures or breakdown.
 - e) Burglary or theft of any accessories affixed to the animal cart.
 - f) Litigation costs incurred without Company's prior written consent
 - g) Wear and tear, depreciation, any consequential loss
 - h) Any claim arising out of any contractual liability
 - i) Any loss or damage to the cart when it is driven under the influence of any intoxicating liquor or drugs.
1. If such Bodily Injury is the sole and direct cause of death within 12 calendar months of the Bodily Injury, the Sum Insured per person.
 2. If such Bodily Injury causes disablement and is, within 12 calendar months of the Bodily Injury, the sole and direct cause of the total and irrevocable loss of:
 - a) the sight of both eyes, or the Physical Separation of 2 entire hands or 2 entire feet, or 1 entire hand and 1 entire foot, or the loss of sight of 1 eye and Physical Separation of 1 entire hand or 1 entire foot, 100% of the Sum Insured per person;
 - b) the use of 2 hands or 2 feet, or of 1 hand and 1 foot, or the loss of sight of 1 eye and 1 hand or 1 foot, 100% of the Sum Insured per person;
 - c) the sight of 1 eye or of the Physical Separation of 1 entire hand or 1 entire foot, 50% of the Sum Insured per person;
 - d) the use of 1 hand or 1 foot without Physical Separation, 50% of the Sum Insured per person;
 3. If such Bodily Injury is the immediate sole and direct cause of the permanent and absolute inability to engage in any occupation or profession due to disability, 100% of the Benefit Sum Insured per person.

Basis of loss settlement:

1. Where damage to insured cart can be repaired the company will pay repair expenses necessarily incurred to restore the damaged cart to its former state of serviceability. Wherever any part(s) is required to be replaced depreciation of 5% per year from the date of manufacture will be deducted. The maximum depreciation however shall not exceed 50% of the replacement cost of the part(s). If the cost of repair exceeds the actual value of the insured cart immediately before the damage the settlement shall be made considering it as total loss. Actual value to be calculated by deducting proper depreciation from the replacement value of the cart.
 2. In case of total loss, claims will be paid subject to depreciation of 10% per year, from the date of manufacture. The maximum depreciation however shall not exceed 50% of the sum insured of the insured cart in respect of which a total loss claim is admitted under the policy less salvage value(for claims other than total loss resulting from burglary) but limited nevertheless to the sum insured or the limit as stated in the schedule.
- Our total liability in aggregate shall not exceed the sum insured as shown in the Policy Schedule.

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

Definitions:

Permanent - means lasting twelve calendar months and at the expiry of that period being beyond reasonable hope of improvement and certified to that effect by a competent and qualified Physician appointed by the company.

Specific Exclusions:

In addition to the General Exclusions listed in this Policy this coverage section shall not cover:

1. loss caused directly or indirectly, wholly or partly by medical or surgical treatment except as may be necessary solely as a

Section VI

Rural Personal Accident

The company will pay insured or insured's nominee the sums set out below if insured and/or members of insured's Family mentioned in the schedule, on the happening of the insured event, sustain Bodily Injury anywhere in the world solely and directly caused by an Accident:

- result of injury;
2. any bodily injury which shall result in hernia.
 3. Suicide, attempted suicide (whether sane or insane) or intentionally self-inflicted Injury or Illness, or sexually transmitted conditions, mental or nervous disorder, anxiety, stress or depression, Acquired Immune Deficiency Syndrome (AIDS), Human Immune deficiency Virus (HIV) infection; or
 4. serving in any branch of the Military or Armed Forces of any country, whether in peace or War and in such an event company, upon written notification by insured, shall return the pro rata premium for any such period of service or
 5. being under the influence of drugs, alcohol, or other intoxicants or hallucinogens unless properly prescribed by a Physician and taken as prescribed; or
 6. participation in an actual or attempted felony, riot, crime, misdemeanour, or civil commotion; or
 7. operating or learning to operate any aircraft, or performing duties as a member of the crew on any aircraft; or
 8. congenital anomalies or any complications or conditions arising there from; or
 9. participation in winter sports, skydiving/parachuting, hang gliding, bungee jumping, scuba diving, mountain climbing (where ropes or guides are customarily used), riding or driving in races or rallies using a motorized vehicle or bicycle, caving or pot-holing, hunting or equestrian activities, skin diving or other underwater activity, rafting or canoeing involving white water rapids, yachting or boating outside coastal waters (2 miles), participation in any Professional Sports, any bodily contact sport or any other hazardous or potentially dangerous sport.
 10. Mental disorder or psychosomatic dysfunction
 11. Pregnancy, aggravated or prolonged child birth or in consequence thereof

Special conditions:

1. **In the likelihood** of this product/coverage being withdrawn in future, company will intimate insured about the same 3 months prior to expiry of the policy. Insured will

have the option to migrate to any Individual personal accident insurance policy available with the company at the time of renewal.

2. **Renewal Conditions:** While the entry age under this policy is up to 65 Years, the Policy is ordinarily renewable for life unless the Insured Person has acted in an improper, dishonest or fraudulent manner or any misrepresentation under or in relation to this policy or renewal of the Policy poses a moral hazard. The Policy may be renewed with company's consent by the payment in advance of the total premium specified by company, which premium shall be at company's premium rate in force at the time of renewal.

A grace period of 30 days from the premium due date is allowed where insured can still pay premium and continue the policy. Coverage would not be available for the period for which no premium has been received. Post 30 days from premium due date, if the premium is not paid, the policy will lapse i.e. be terminated.

The company, however, is 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 or on the Expiration Date shown in the Schedule, whichever is earlier.

The company will not apply any additional loading on policy premium at renewal based on insured's claim experience.

The insured may enhance the sum insured only at the time of renewal of the policy. However the quantum of increase shall be subject to underwriting guidelines of the company.

Any revision / modification in the product will be done with the approval of the Insurance Regulatory and Development Authority and will be intimated to insured at least 3 months in advance. Insured will have the option to migrate to any Individual personal accident insurance policy available with the Company at the time of renewal subject to terms and conditions as specified in the Option to Migrate Section in this document.

Renewal premium for this policy will not change unless company has revised the

premium and obtained due approval from Authority or insured has changed the Sum Insured.

No loading of premium will be done on individual claim experience basis.

3. **Medical Examination:** The company at its own expense, shall have the right and opportunity to examine insured persons through company's appointed agents whose details will be notified to insured when and as often as company may reasonably require during the pendency of a claim hereunder, and also the right and opportunity to make a post mortem examination of insured person's body as permitted by law. Insured or insured's estate's compliance with the need for such examination is a condition precedent to establishing liability under the Policy.

4. **OPTION TO MIGRATE**

- a. The Insured Person would have an option to migrate to Our individual personal accident policy if the group policy with Personal Accident coverage is discontinued or if the insured person is leaving the group on account of resignation, retirement, termination of employment or otherwise subject to Our underwriting guidelines.
- b. The option to migrate to Individual Personal Accident insurance Policy with Us is available provided that:
- Insured Person has been insured with Us under Individual Policy as a primary member or dependant.
 - Option for migration to Individual personal accident insurance policy shall be exercised by the Insured Person only when he /she is at the end of specified exit age, and certainly at the time of renewal only.
 - Insured Person will be offered continuity of coverage provided the policy has been maintained without a break.
- c. The insured person would have an option to migrate from other /similar product of any non-life Insurer and will be offered continuity of coverage provided the policy has been maintained without a break.

Section VII

Agricultural pump set

The company will pay the insured against any unforeseen and sudden loss or damage to the pump set as mentioned in the schedule when kept in locked room caused by

1. Fire and lightning
2. Riot, Strike and Malicious damage
3. Mechanical & Electrical breakdown
4. Burglary

Specific Exclusion

- 1) Loss or damage caused by or arising out of wilful act or wilful gross negligence of the insured
- 2) Loss or damage due to faults existing at the time of commencement of this insurance
- 3) Loss or damage for which the manufacturer or supplier is responsible
- 4) Cost of transport to the repair shop and back to the Insured's premises
- 5) Cost of repair associated with breakdown occasioned by natural wear and tear, depreciation
- 6) Cost of repair if pump set has been modified in any manner or is used for hire or reward
- 7) Cost of repair associated with loss or damage caused by or in the process of erection, cleaning, maintenance, repair, dismantling
- 8) Any consequential loss
- 9) Any claim arising out of any contractual liability
- 10) Any loss or damage associated with the detention, seizure or confiscation by Public Authorities of the pump set
- 11) Any loss or damage for which cover is available under any other operative section of this Policy
- 12) Any loss or damage arising out of the misuse of or use other than in accordance with manufacturer's recommendation
- 13) An excess equal to 1% of the sum insured, subject to a minimum of INR 500/- against each and every claim or as stated in the Schedule as the Excess or Deductible
- 14) Any loss or damage caused by flood, storm, cyclone
- 15) Loss of or damage to belts, ropes, chains, rubber types, dies, moulds, blades, cutters,

knives, or exchangeable tools, engraved or impression cylinders or rolls, objects made of glass, porcelain, ceramics, all operating media (e.g. lubrication oil, fuel, catalyst, refrigerant, dowtherm), felts, sleeves, fabrics, heat resisting and anti-corrosive lining and parts of similar nature, packing material, parts not made of metal (except insulation material) and non-metallic lining or coating of metal parts, unless loss or damage to the pump set is indemnifiable in terms of the policy.

Special Conditions:

It is a requirement of this insurance that the sum insured in respect of such item specified in the schedule shall be equal to the replacement value of the insured property by new property of the same kind and capacity.

Basis of Indemnity

- a) In cases where damage to an insured item can be repaired the company will pay repair expenses necessarily incurred to restore the damaged machine to its former state of serviceability plus the cost of dismantling and re-erection. No deduction shall be made for depreciation in respect of parts replaced except those with limited life but the value of salvage will be taken into account. If the cost of repairs as detailed herein above equals or exceeds the actual value of the machinery insured immediately before the occurrence of the damage the settlement shall be made on the basis provided in (b) below
- b) In cases where an insured item is destroyed, the Company will pay the actual value of the item immediately before the occurrence of the loss, such actual value to be calculated by deducting proper depreciation from the replacement value of the item. The Company will also deduct the salvage value of the destroyed insured item. The cost of any alterations, improvements or overhauls shall not be recoverable under this Policy. If the Sum Insured is less than the amount required to be insured as per Provision here in above, the Company will pay only in such proportion as the Sum Insured bears to the amount required to be insured. Every item if more than one shall be subject to this Condition separately.
- c) In case of submersible pumps company's

liability for total loss claims where pump sets cannot be retrieved is restricted to 50% of sum insured.

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

Special condition:

Agricultural Pump set should always be kept in locked room.

Section VIII

Cattle:

The Company will pay if any animal described in the schedule and belonging to the Insured shall die within the Geographical area, specified in the schedule from (a) Accident or (b) Diseases contracted or occurring during the period of this policy or (c) Surgical Operations or (d) Riot and Strike risks or (e) transit up to 80 Km contracted or occurring during the period of Insurance not exceeding the sum insured in respect thereof as stated in the schedule hereto or its market value at the time of loss whichever is less.

Exclusions

- 1.1. **Common exclusions:** The liability of the Company in respect of any animal shall not exceed the Sum Insured set against such animal insured provided always that this policy DOES NOT COVER (unless expressly agreed to by the Company in writing) death directly or indirectly due to or arising out of resulting from:
 - 1.1.1. Malicious or wilful injury or neglect, overloading, unskilled treatment or use of animal for purpose other than stated in the policy without the consent of the company in writing
- 1.2. Accidents occurring and/ or diseases contracted prior to commencement of risk
- 1.3. Any claim arising within /15/days from the date of risk commencement.
- 1.4. Intentional slaughter of the animal except in case where destruction is necessary to terminate incurable suffering on humane

consideration on the basis of certificate issued by qualified Veterinary Surgeon or in cases where destruction is resorted to by order of lawfully constituted authority.

- 1.5. Missing, Theft and/or clandestine sale of the insured animal
- 1.6. Disablement of any type, whether temporary or permanent
- 1.7. Consequential loss of whatsoever nature
- 1.8. All the claims received without the intact Ear tag with Ear-piece (i.e., both the Ear tag pieces must be in tagged and intact condition) or micro chip. This exclusion can be relaxed as per "No Tag No Claim" condition number 3.10 of conditions stated below.
- 1.9. Legal liability, if any, arising out of the use of the animal.
- 1.10. Surgical operations other than required due to accident or disease and/ or not undertaken by a qualified veterinarian.
- 1.11. Transit above 80Km.
2. Special Conditions:
 - 2.1. Every animal must be in sound and perfect health and free from any injury at the time of proposal for insurance or for any renewal, addition, or substitution and must also be in sound and perfect health and free from any injury at the time of payment of the premium or balance thereof.
 - 2.2. The Insured shall permit at all times any authorized representative of the Company to inspect the animals hereby insured at the premises of the Insured and the Insured shall furnish any information which they may require and shall comply with all reasonable regulations and directives from time to time made and given by the company.
 - 2.3. The Insured shall give immediate notice in writing to the Company of any illness or lameness or accident or injury to any animal hereby insured. Any change in the status of the insured animal shall have to be notified to the Company immediately.
 - 2.4. The Insured shall cause every animal insured to have sufficient and proper feed, water and shelter and shall keep secure all yards, sheds, and stabling and shall at all times and to the best of his knowledge and ability use and exercise every due and proper precaution and safe guard against loss or danger of loss under this policy, the intent and meaning of this condition being that each insured animal shall have the same care and attention as when not insured. Prescribed Inoculations/ Vaccinations are to be followed in respect of the animals insured as per the schedule fixed by the Animal Husbandry Dept. Failure to comply with shall render claims non-standard.
 - 2.5. In the event of illness or accident the Insured shall at his own expenses, immediately obtain the services of a qualified veterinary surgeon and cause the animals to be properly treated.
 - 2.6. In the event of loss of Ear-tag, it is the responsibility of the Insured to give immediate notice to the company and get the animal re-tagged free of cost. Notice should be given within 24 hours of the incident.
 - 2.7. On the death of any animal hereby insured the Insured shall give immediate notice thereof to the company and shall give the company an opportunity of inspecting the carcass until at least the expiration of 24-hours after such notice shall have been given to the company. The Insured shall also within 7 days furnish to the company such information and satisfactory proof of death, identity and value of the animal as the company may require.
 - 2.8. No Tag No Claim: In the event of claims filed for the animal/s covered under the policy, claim/s shall not be entertained unless the Ear tag/s is intact or microchip is detected in live animals and Ear tag/s is surrendered or microchip is detected in dead animals. This condition is not applicable for animals in which alternate identification techniques like ear notching is used. In the event of loss of Ear tag/s it is the responsibility of the Insured to give immediate notice to the company and get the animal/s re-tagged. No Tag No Claim Relaxation: In case where the Ear tag is lost and the Insured has given the intimation of such loss to the Company and re-tagging could not be undertaken before the death of the animal, the claim shall be settled subject to investigation and findings thereof.
 - 2.9. All policies in which a Bank/Financial institution has interest shall be issued in the name of Bank/Financial Institution and the Insured. Upon any monies becoming payable under this policy the same shall be

paid by the Company to the Bank and such part of any monies so paid as may relate to the interests of other parties insured hereunder shall be received by the Bank as agents for such other parties. The receipts of the Bank shall be complete discharge of the Company and shall be binding on all the parties insured hereunder.

- 2.10. If death of the animals hereby Insured, shall be due to the negligence, carelessness or wrong doing of any person, the Insured shall not claim or accept any compensation from such person or persons, but shall at the expenses of the Company, do and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated, upon its paying for or making good any loss or damage under this policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the Company. The Company will indemnify the Insured against all costs and expenses so incurred with its written consent.

Section IX Shop

The company shall indemnify the Insured in respect of loss of or damage to the Building and Contents when kept in the insured premises by

- a) Fire, lightning, explosion of gas
- b) Aircrafts other aerial or space devices or articles dropped there from
- c) Riot, Strike or malicious damage
- d) Flood, inundation, storm, cyclone
- e) Impact damage by any Rail/ Road vehicle or animal by direct contact not belonging to insured and his family
- f) Earthquake fire and/or shock
- g) Bursting and overflowing of water tanks, apparatus or pipe
- h) Subsidence and landslide (including rockslide)
- l) Burglary

Specific Exclusions:

- a) Loss or damage by burglary/theft where member of the insured's family/employee is involved.
- b) Loss of or damage to articles of consumable nature
- c) Loss or damage to money, securities, stamps, bullion, livestock, motor vehicles and pedal cycle
- d) Loss or damage to deeds, bonds, bills of exchange, shares and stock certificates, business books, manuscripts, documents of any kind, unset precious stones, jewellery and valuables
- e) 5% of each and every claim resulting from the operation of lightning, storm, flood, inundation, cyclone, subsidence, landslide including rockslide covered under the policy

Basis of loss settlement:

- a) Company will either pay the amount of loss or damage as mentioned in para c), d) and e) below or at its option, reinstate or replace the property damaged or destroyed, or any part thereof, the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage nor more than the sum insured. If the Company so elect to reinstate or replace any property the insured shall at his own expense furnish the Company with such plans, specifications, measurements, quantities and such other particulars as the Company may require, and no acts done, or caused to be done, by the Company with a view to reinstatement or replacement shall be deemed an election by the Company to reinstate or replace.
- b) If in any case the Company shall be unable to reinstate or repair the property hereby insured, because of any in force law or regulation then the Company shall, in every such case, will be liable to pay such sum as would be requisite to reinstate or repair such property if the same could lawfully be reinstated to its former condition.

- C) In the event of a total loss of a covered item, company will pay the market value of the item immediately before the occurrence of loss or damage less salvage value but limited nevertheless to the sum insured or limit stated in the schedule.
- D) In the case of damage (partial loss) to a covered item if it is reasonably capable of repair, refurbishment then company will pay 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 with due allowance for wear and tear and depreciation involving replacement of parts, less salvage value of replaced item/ part but limited nevertheless to the sum insured or the limit as stated in the schedule.
- e) If the cost of replacement, repair or refurbishment of any item is equal to or exceeds the market value of the lost or damaged item immediately before the occurrence of the damage, then company will pay the market value of the item as it existed immediately before the occurrence of the loss or damage, less salvage value but limited nevertheless to the sum insured or the limit as stated in the schedule.

Special Conditions:

If the property insured shall at the breaking out of any fire or at the commencement of any destruction of or damage to the property by any other peril insured against be collectively of greater value than the sum insured thereon, then the insured shall be considered as being his own insurer for the difference and shall bear a proportion of the loss accordingly.

Provided however, that if sum insured on the property insured shall at the breaking out of such fire or at the commencement of such destruction or damage be not less than 85% of the collective value of the property insured this condition shall be of no purpose and effect. Every item of the policy shall be separately subject to this condition.

Basis of loss settlement:

1. Company will either pay the amount of loss or damage as mentioned in para 2), 3), 4) and 5) below or at its option, reinstate or replace the property damaged or destroyed, or any part thereof, the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage nor more than the sum insured. If the Company so elect to reinstate or replace any property the insured shall at his own expense furnish the Company with such plans, specifications, measurements, quantities and such other particulars as the Company may require, and no acts done, or caused to be done, by the Company with a view to reinstatement or replacement shall be deemed an election by the Company to reinstate or replace.
2. If in any case the Company shall be unable to reinstate or repair the property hereby insured, because of any in force law or regulation then the Company shall, in every such case, will be liable to pay such sum as would be requisite to reinstate or repair such property if the same could lawfully be reinstated to its former condition.
3. In the event of a total loss of a covered item, company will pay the market value of the item immediately before the occurrence of loss or damage less salvage value but limited nevertheless to the sum insured or limit stated in the schedule.
4. In the case of damage (partial loss) to a covered item if it is reasonably capable of repair, refurbishment then company will pay 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 with due allowance for wear and tear and depreciation involving replacement of parts, less salvage value of replaced item/part but limited nevertheless to the sum insured or the limit as stated in the schedule.
5. If the cost of replacement, repair or refurbishment of any item is equal to or exceeds the market value of the lost or damaged item immediately before the occurrence of the damage, then company will pay the market value of the item as it existed immediately before the occurrence of the loss or damage, less salvage value but limited nevertheless to the sum insured or the limit as stated in the schedule.

Grievance Redressal Procedure:

The Company is committed to extend the best possible services to its customers. However, if you are not satisfied with our services and wish to lodge a complaint, please feel free to call our 24X7 Toll free number 1-800-119966 or 022-66939500 (tolled) or 1800 22 9966 (only for senior citizen policy holders) or you may email to the customer service desk at customersupport@tataaig.com.

After investigating the matter 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. After investigating the matter internally and subsequent closure, we will send our response within a period of 8 days from the date of receipt at this email id.

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. After examining the matter, we will send you our final response within a period of 7 days from the date of receipt of your complaint on this email id.

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, you may approach Insurance Ombudsman appointed by IRDA under the Insurance Ombudsman Scheme.

IRDA REGULATION NO 5

This Policy is subject to Regulation 5 of IRDA (Protection of Policyholder's Interests) Regulation.

INSURANCE OMBUDSMAN CENTRES

CONTACT DETAILS	JURISDICTION
<p>AHMEDABAD Sh. P. Ramamoorthy Office of the Insurance Ombudsman, 2nd floor, Ambica House, Near C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad - 380 014 Tel.:- 079-27546150/139 Fax:- 079-27546142 Email:-ins.omb@rediffmail.com</p>	<p>State of Gujarat and Union Territories of Dadra & Nagar Haveli and Daman and Diu.</p>
<p>BHOPAL Sh.Raj Kumar Srivastava Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel, Bhopal - 462 011. Tel.:- 0755-2769200/201/202 Fax:- 0755-2769203 Email:-bimalokpalbhopal@gmail.com</p>	<p>States of Madhya Pradesh and Chattisgarh.</p>
<p>BHUBANESHWAR Office of the Insurance Ombudsman, 62, Forest Park, Bhubneshwar - 751 009. Tel.:- 0674-2596461/2596455 Fax:- 0674-2596429 Email:-ioobbsr@dataone.in</p>	<p>State of Orissa.</p>
<p>CHANDIGARH Sh.Manik B.Sonawane Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 - D, Chandigarh - 160 017. Tel.:- 0172-2706196/5861/6468 Fax:- 0172-2708274 Email:-ombchd@yahoo.co.in</p>	<p>States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union territory of Chandigarh.</p>
<p>CHENNAI Sh. Virander Kumar Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, CHENNAI - 600 018. Tel.:- 044-24333678/664/668 Fax:- 044-24333664 Email:-chennaiinsuranceombudsman@gmail.com</p>	<p>State of Tamil Nadu and Union Territories - Pondicherry Town and Karaikal (which are part of Union Territory of Pondicherry).</p>
<p>DELHI Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi - 110 002. Tel.:- 011-23239611/7539/7532 Fax:- 011-23230858 Email:-iobdelraj@rediffmail.com</p>	<p>States of Delhi and Rajasthan.</p>

INSURANCE OMBUDSMAN CENTRES

CONTACT DETAILS	JURISDICTION
<p>GUWAHATI Sh.D.C.Choudhury Office of the Insurance Ombudsman, 'Jeevan Nivesh', 5th Floor, Nr. Panbazar Over Bridge, S.S. Road, Guwahati - 781001(ASSAM). Tel.:- 0361-2132204/2131307/2132205 Fax:- 0361-2732937 Email:- ombudsmanghy@rediffmail.com</p>	<p>States of Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.</p>
<p>HYDERABAD Sh. G.Rajeswara Rao 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.:- 040-23325325/23312122 Fax:- 040-23376599 Email:-insombudhyd@gmail.com</p>	<p>States of Andhra Pradesh, Karnataka and Union Territory of Yanam - a part of the Union Territory of Pondicherry.</p>
<p>KOCHI Office of the Insurance Ombudsman, 2nd Floor, CC 27 / 2603, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.:- 0484-2358734/759/9338 Fax:- 0484-2359336 Email:- iokochi@asianetindia.com</p>	<p>State of Kerala and Union Territory of (a) Lakshadweep (b) Mahe-a part of Union Territory of Pondicherry.</p>
<p>KOLKATA Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4, C.R. Avenue, 4th Floor, KOLKATA - 700 072. TEL : 033-22124346/22124339 Fax : 033-22124341 Email:-insombudsmankolkata@gmail.com</p>	<p>States of West Bengal, Bihar, Sikkim, Jharkhand and Union Territories of Andaman and Nicobar Islands.</p>
<p>LUCKNOW Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow-226 001. Tel.:- 0522-2201188/31330/1 Fax:- 0522-2231310 Email:-insombudsman@rediffmail.com</p>	<p>States of Uttar Pradesh and Uttaranchal.</p>
<p>MUMBAI Sh.A.K.Dasgupta Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.:- 022-26106928/360/6552/6960 Fax:- 022-26106052 Email:- ombudsmanmumbai@gmail.com</p>	<p>States of Maharashtra and Goa.</p>

Tata AIG General Insurance Company Limited

Registered Office: Peninsula Business Park, Tower A, 15th Floor, G. K. Marg, Lower Parel, Mumbai - 400 013.

24X7 Toll Free No: **1800 266 7780 or 1800 22 9966** (For Senior Citizens) Fax: 022 6693 8170

Email: **customersupport@tataaig.com** Website: **www.tataaig.com**

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