



WITH YOU ALWAYS

## **Rural Package Policy - Retail**

UIN: IRDAN108RP0012V03100001

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## **POLICY WORDINGS**

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### **Tata AIG General Insurance Co. Ltd.**

Registered Office:

Peninsula Business Park, Tower A, 15th Floor,  
G. K. Marg, Lower Parel, Mumbai- 400013,  
24x7 Toll Free No: 1800 266 7780

Email: [customersupport@tataaig.com](mailto:customersupport@tataaig.com)

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

IRDA of India Registration No: 108

CIN:U85110MH2000PLC128425

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.

**Definition: (Applicable for section II, III, IV, V, VI, VII, VIII):**

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.
3. **Business or Business Purposes** means any full or part time, permanent or temporary, activity undertaken with a view to profit or gain.
4. **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.
5. **Company/Insurer** means Tata AIG General Insurance Company Limited.
6. **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.
7. **Condition precedent** - means a policy term or condition upon which the insurer's liability under the policy is conditional upon.
8. **Excess/Deductible** - "Excess/Deductible" means the amount stated in the Schedule, which shall be borne by the Insured in respect of any claim made under this Policy. The Company's liability to make any payment under this Policy is in excess of the deductible.
9. **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.
10. **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.
11. **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.
12. **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.
  13. **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.
  14. **Insured premises** means the premises, address of which is shown in the Schedule.
  15. **Market Value** means the value at which property insured could be replaced with one of the same kind, type, age and condition.
  16. **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.
  17. **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.
  18. **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.
  19. **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
  20. **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, and command, determine or judge.

21. **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.

22. **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.
23. **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.
24. **Schedule** means the sheet/s including annexure/s containing the cover(s) purchased, description of items insured, sum insured, and limit of liability, deductible/ excess, premium & taxes paid as stated in the Policy and any special terms and conditions.
25. **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: (Applicable for Section II, III, IV, V, VI, VII & VIII)

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 misrepresentation, 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 anyone acting on behalf of Insured. In the event of termination of this Policy on grounds of misrepresentation, 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 (Applicable for Sections II, III, IV, V, VII)

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

## Short Period Retention Scale (Applicable for Sections 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 – (Applicable for Sections II, III, IV, V, VII and VIII):

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:

- Take all reasonable steps to reduce and prevent further loss, damage or liability.
- 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.
- 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.
- Preserve any damaged property so that it may, at the company's discretion, be inspected and examined by independent surveyors or company's representatives.
- In case of actual or attempted Burglary or any malicious damage Insured must in addition to a), b), c) and d) above:
  - 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
  - take all practicable steps to apprehend the guilty persons and to recover any property lost, and
  - protect the remaining property from further damage as per General Condition 5 above, and
  - 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.
- 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:

- i) immediately send the company every written notice or information of any verbal notice of a claim, and
- ii) immediately send the company any writ, summons, or other legal process issued or commenced against the Insured, and
- iii) 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
- iv) 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.
- v) provide the company with the names and addresses of any known persons injured and any available witnesses
- vi) provide the company with any legal documents and other documents which will help us defend any Insured/Insured person(s) and
- vii) 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 – (Applicable for Section 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), 2017. 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 extant 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 arises between You and Us regarding the amount of claim to be paid under this policy (liability having been admitted by Us), such difference shall independently of all other questions, be referred to the decision of a sole arbitrator to be appointed in writing by You and Us or if You and We cannot agree upon a single arbitrator within 30 days of either of Us opting for arbitration, the same shall be referred to a panel of three arbitrators comprising of two arbitrators, one to be appointed by each of Us, to the dispute/difference and the third arbitrator to be appointed by two such arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

## 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), 2017. 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

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

### General Exceptions: (Applicable for Section II, III, IV, V, VI, VII & VIII)

#### 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 anyone acting on behalf of Insured
10. Any consequential loss or legal liability of any kind.

#### Section: I

#### Home Building & Home Contents

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

#### Clause A. This Policy Cover and the Insurance Contract

1. **Your Policy:** This Bharat Griha Raksha Policy Cover is a contract between You and Us as stated in the following:

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

Word /s	Specific meaning
<b>Bank</b>	A bank or any financial institution
<b>Carpet Area</b>	<ol style="list-style-type: none"> <li>1. for the main building unit of Your Home, it is the net usable floor area, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but including the area covered by the internal partition walls of the residential unit;</li> <li>2. for any enclosed structure on the same site, it is the net usable floor area of such structure; and</li> <li>3. for any balcony, verandah area, terrace area, parking area, or any enclosed structure that is part of Your Home, it is 25% of its net usable floor area.</li> </ol>
<b>Commencement Date</b>	It is the date and time from which the insurance cover under this Policy begins. It is shown in the Policy Schedule.
<b>Cost of Construction</b>	<p>The amount required to construct Your Home Building at the Commencement Date. This amount is calculated as follows:</p> <ol style="list-style-type: none"> <li>a) For residential structure of Your Home including Fittings and Fixtures: Carpet Area of the structure in square metres X Rate of Cost of Construction at the Commencement Date. The Rate of Cost of Construction is the prevailing rate of cost of construction of Your Home Building at the Commencement Date as declared by You and accepted by Us and shown in the Policy schedule.</li> <li>b) For additional structures : the amount that is based on the prevailing rate of Cost of Construction at the Commencement Date as declared by You and accepted by Us.</li> </ol>
<b>Endorsement</b>	A written amendment to the Policy that We make (additions, deletions, modifications, exclusions or conditions of an insurance Policy) which may change the terms or scope of the original policy.
<b>Home Contents</b>	Those articles or things in Your Home that are not permanently attached or fixed to the structure of Your Home. Home Contents may consist of General Contents and/or Valuable Contents.
<b>General Contents</b>	General Contents are all the contents of household use in Your Home, e.g., furniture, electronic items and goods, antennae, solar panels, water storage equipment, kitchen equipment, electrical equipment (including those fitted on walls), clothing and apparel and items of similar nature.
<b>Valuable Contents</b>	Valuable Contents of Your Home consist of items such as jewellery, silverware, paintings, works of art, antique items, curios and items of similar nature.
<b>Insured</b>	The Person/s who has/have purchased Insurance Cover under this Policy Cover.
<b>Insured Property</b>	Your Home Building and Home Contents, or any item of property covered by this Policy Cover.



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<b>Kutcha Construction</b>	Building(s) having walls and/or roofs of wooden planks/thatched leaves and/or grass/hay of any kind/ bamboo/plastic cloth/asphalt/canvas/tarpaulin and the like.
<b>Policy period</b>	Policy period means the period commencing from the effective date and time as shown in the Policy Schedule and terminating at Midnight on the expiry date as shown in the Policy Schedule or on the termination of or the cancellation of insurance as provided for in Clause G (III) of this Policy Cover, whichever is earlier.
<b>Policy Schedule</b>	The document accompanying and forming part of the Policy that gives Your details and of Your insurance cover, as described in Clause A (3) of this Section
<b>Premium</b>	The premium is the amount You pay Us for this insurance. The Policy Schedule shows the amount of premium for the Policy Period and all other taxes and levies.
<b>Pucca Construction</b>	Construction other than Kutcha Construction.
<b>Spouse</b>	Your wife or husband.
<b>Sum Insured</b>	The amount shown as Sum Insured in the Policy Schedule and as described in Clause C (4) and Clause D (2) of this Policy Cover. It represents Our maximum liability for each cover or part of cover and for each loss.
<b>Total Loss</b>	A situation where the Insured Property or item is completely destroyed, lost or damaged beyond retrieval or repair or the cost of repairing it is more than the Sum Insured for that item or in total.
<b>We, Us, Our, Insurer</b>	The Tata AIG General Insurance Company Limited that has provided Insurance Cover under this Policy; of the Company.
<b>You, Your, Insured</b>	The Insured Person/s who has/have purchased Insurance Covers under this Policy; of such Insured Person/s
<b>Your Home Building</b>	Your Home Building is a building consisting of a residential unit, having an enclosed structure and a roof, basement (if any) and used as a dwelling place described in detail as per Clause C (2) of this Section.

## Clause B. Insured Events

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

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

	<b>Column A</b>	<b>Column B</b>
	<b>We cover</b> physical loss or damage, or destruction caused to the Insured Property by	<b>We do not cover</b> any loss or damage, or destruction caused to the Insured Property
1.	Fire	caused by burning of Insured Property by order of any Public Authority.
2.	Explosion or Implosion	-
3.	Lightning	-
4.	Earthquake, Volcanic Eruption or other convulsions of nature	-
5.	Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Tsunami, Flood and Inundation	-
6.	Subsidence of the land on which Your Home Building stands Landslide, Rockslide	caused by a. normal cracking, settlement or bedding down of new structures, b. the settlement or movement of made up ground, c. coastal or river erosion, d. defective design or workmanship or use of defective materials, or e. demolition, construction, structural alterations or repair of any property, or groundworks or excavations.
7.	Bush Fire, Forest Fire, Jungle Fire	-
8.	Impact Damage of any kind, i.e., damage caused by impact of, or collision caused by any external physical object (e.g. vehicle, falling trees, aircraft, wall etc.)	caused by pressure waves caused by aircraft or other aerial or space devices travelling at sonic or supersonic speeds.
9.	Missile testing operations	-
10.	Riot, Strike, Malicious Damages	caused by a. temporary or permanent dispossession, confiscation, commandeering, requisition or destruction by order of the government or any lawful authority, or b. temporary or permanent dispossession of Your Home by unlawful occupation by any person.

11.	Acts of Terrorism (Coverage as per Terrorism Clause attached)	Exclusions and Excess as per Terrorism Clause attached.
12.	Bursting or overflowing of water tanks, apparatus and pipes.	-
13.	Leakage from automatic sprinkler installations	a. repairs or alterations in Your Home or the building in which Your Home is located, b. repairs, removal or extension of any sprinkler installation, or c. defects in the construction known to You.
14.	Theft within 7 (seven) days from the occurrence of and proximately caused by any of the above Insured Events	If it is a. of any article or thing outside Your Home, or b. of any article or thing attached from the outside of the outer walls or the roof of Your Home, unless securely mounted.

## Clause C: Home Building Cover

### 1. What We cover

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

### 2. Your Home Building

- Your Home Building is a building consisting of a residential unit, having an enclosed structure and a roof, basement (if any) and used as a dwelling place.
- Your Home Building includes
  - fixtures and fittings permanently attached to the floor, walls or roof, like fixed sanitary fittings, electrical wiring and other permanent fittings.
  - the following 'additional structures' if they are on the same site, and are used as part of Your Home Building:
    - garage, domestic out-houses used for residence, parking spaces or areas, if any
    - compound walls, fences, gates, retaining walls and internal roads,
    - verandah or porch and the like,
    - septic tanks, bio-gas plants, fixed water storage units or tanks,
    - solar panels, wind turbines and air conditioning systems, central heating systems and the like, if not included in Home Contents Cover,

iii. any other structure shown in the Policy Schedule.

- Your Home Building does not include Contents of Your Home.

### 3. Use for Residence

- We will pay only if Your Home Building is used for the purpose of residence of Yourself and Your family, or of Your tenant, licensee or employee.
- We will not pay if
  - Your Home Building is used as a holiday home, or for lodging and boarding, or
  - Your Home Building or any part of Your Home Building is used for purposes other than residential except where it is used both for Your residence and for the purposes of earning Your livelihood if You are self-employed or You have shifted Your office to Your Home Building for a temporary period due to lockdown or closure of Your office ordered by a public authority.

### 4. Sum Insured

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

Period from the date of loss. We can also deduct this premium from the net claim that We must pay You.

## 5. What We Pay

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

## 6. Loss of Rent and Rent for Alternative Accommodation:

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

- a. If You are living in Your Home as a tenant, and You are required to pay higher rent for the alternative accommodation, We will pay the difference between the rent for alternative accommodation and the rent of Your Home Building.
- b. We will pay the loss under this cover for an accommodation that is not superior to Your Home Building in any way and in the same city as Your Home Building.
- c. The amount of lost rent shall be calculated as follows: Sum Insured for Cover for Loss of Rent (as declared by You in the Proposal Form and specified by Us in the Policy Schedule) X Period necessary for repairs ÷ Loss of Rent Period opted for.

- d. This cover will be available for the reasonable time required to repair Your Home Building to make it fit for living. The maximum period of this cover is three years from the date Your Home Building becomes unfit for living. You must submit a certificate from an architect or the local authority to show that Your Home Building is not fit for living.
- e. Claim for loss of rent will be accepted only if We have accepted Your claim for loss for physical damage to Your Home under the Home Building Cover.

## Clause D: Home Contents Cover

### 1. What We Cover

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

### 2. Sum Insured

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

### 3. What We Pay

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

### Clause E: Additional Covers

#### 1. Optional Covers:

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

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

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

#### 2. Add-ons:

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

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

We do not cover losses and expenses for any loss or damage or destruction of the Insured Property that is directly or

indirectly as a result of or is caused by or arising from events, stated below:

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

## Clause G: Conditions

### I. Your Obligations

#### 1. Make true and full disclosure in the proposal and related documents

- You have a duty of disclosure to tell Us everything You know, or could reasonably be expected to know, that is relevant to Us for deciding whether to give You insurance cover and on what terms. You owe this duty to disclose such relevant material information even if We have not specifically asked for it. This duty extends to any information or declaration given by anyone else on Your behalf.
- We have agreed to give You insurance cover entirely on the basis of the information You, or anyone on Your behalf, have given Us in the proposal, statements and other declarations and documents (in writing or electronic) about Yourself, Your family, Your Home Building and Home Contents. The correct and complete information You give is the basis of Our contract with You. Our promise to pay is conditional upon the truth of these statements and on the assumption that You, or anyone on Your behalf, has not withheld any material information about Yourself, Your family, Your Home Building and Home Contents.

#### 2. Obligation to take care: You must

- keep Your Home Building and Home Contents in good condition and well maintained, You must ensure that the structure of Your Home Building does not have any faults or defects that are visible and material that will aggravate loss or damage to the Home Building in the event an insured peril occurs.
- take care to prevent theft, loss or damage to Your Home Building and Home Contents, and
- ensure that unauthorized persons do not occupy Your Home Building.

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

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

#### 4. Allow inspection and investigation of claim: You must allow and give full cooperation to the survey/

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

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

You must also give true and full information in Your claim and submit true documents. If You give any false information or document in the claim, or if You withhold any information or document (written or electronic), We have a right to refuse payment of Your claim. We may also cancel Your policy cover.

### II. Renewal of Policy Cover

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

### III. Cancellation and Termination of Policy Cover

#### 1. Cancellation by You at any Time

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

#### Annual Policies

Time for which policy is in force	Refund of Premium
15 days	90% of the Annual Rate
1 month	85% of the Annual Rate
2 months	70% of the Annual Rate
3 months	60% of the Annual Rate
4 months	50% of the Annual Rate
5 months	40% of the Annual Rate
6 months	35% of the Annual Rate
7 months	30% of the Annual Rate



8 months	25% of the Annual Rate
9 months	20% of the Annual Rate
10 months	15% of the Annual Rate
11 months	10% of the Annual Rate
Exceeding 11 Months	Nil refund

## Short Tenure Policies

The Company shall retain premium on pro-rata basis.

## 2. Cancellation by Us:

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

## 3. Automatic termination of the Policy

This Policy cover will automatically end in the following cases:

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

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

- Exhaustion of Sum Insured:** If Your Home Building, or any additional structure, or any item of Home Contents, is lost, destroyed or stolen, or is a Total Loss, and We pay You the full Sum Insured for such item, the insurance cover for that item will automatically end unless the subject matter of insurance is reconstructed and the Sum Insured is reinstated by paying additional premium. If We pay the total Sum Insured for any claim, this Policy cover will end.
- Change of use of Your Home Building or Home Contents:** The Policy cover will end
  - if You change the use of Your Home Building from personal residence to any other purpose, or
  - if You use any item of Home Contents for use that is not personal.
- Sale of Your Home Building or Home Contents:** This Policy cover will end when You sell, surrender or release Your interest in Your Home Building and/or Home Contents, or Your interest in the Home Building and/or Home Contents comes to

an end. The Policy cover will end to the extent any additional structure of Your Home Building or item of Home Contents if You sell, surrender or release Your interest in such additional structure or item of Home Content, or Your interest in these ends.

## e. Effect of death

In the event of the unfortunate death of the Insured during the Policy Period, the Home Building Cover and the Home Contents Cover that You have purchased will continue for the benefit of Your legal representative/s during the Policy Period subject to all the terms and conditions of this Policy.

## IV. Claims Procedure

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

### 1. Immediate notice to Us

- As soon as any physical loss or damage occurs to Your Home Building or Home Contents due to an Insured Event, You must immediately give notice to Us of the loss or damage. This is necessary for Us to survey/ investigate the loss or damage, as may be required.
- You can give notice to any of Our offices or call-centres.
- You must state in this notice
  - the Policy Number,
  - Your name,
  - details of report to the police that You made,
  - details of report to any Authority that You made,
  - details of the Insured Event,
  - a brief statement of the loss,
  - particulars of any other insurance of Your Home Building or any of Your Home Contents,
  - details of loss or damage under any Optional Cover or Add-ons,
  - submit photographs of loss or physical damage, wherever possible.

### 2. Steps to prevent loss and damage

- You must take all reasonable steps to prevent

further loss or damage to Your Home Building and Home Contents.

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

### 3. Immediate notice to Authorities

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

### 4. Submit Claim

#### a. Claim Form

- i. You must submit Your claim in Our claim form at the earliest opportunity, but within 30 days from the date You first notice the loss or damage. The claim form is available in any of Our branches, and on Our website.
- ii. You must state in Your claim the details of any other insurance policy that covers the damage or loss for which You have filed Your claim, whether You have purchased such other insurance, or someone else has purchased it for You.
- b. We shall not be liable for any loss or damage after the expiry of 12 months from the happening of the loss or damage unless

the claim is the subject of pending action or arbitration. If We disclaim liability for a claim You have made and if the claim is not made a subject matter of a suit in a court of law within a period of 12 months from the date of disclaimer, the claim shall not be recoverable hereunder.

### 5. Establish Loss:

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

### 6. Fraudulent Claim

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

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

### 7. Other Insurance

- a. If You have any other policy with Us or any other Insurance Company (taken by You or by anyone else for You) covering in whole or in part any claim that You have made under this Policy cover, You have a right to ask for settlement of Your claim under any of these policies.
- b. If You choose to claim under this Policy from

Us, We will settle Your claim within the limits and the terms and conditions of this Policy.

- c. After We pay the amount under Your claim, We have the right to ask for contribution from the Insurers that have given You the other policies.
- d. We will ensure that Our actions do not impose any liability on You.

## 8. Recovery action by Us

- a. When We accept and pay Your claim under the Policy Cover, We can start legal proceedings to recover the amount or property from the third party who has caused the loss or damage to Your Home Building or Home Contents. You must give authority to Us to take such action and exercise this right effectively, when We request You, whether before or after making payment of Your claim. You must give all information, cooperation, assistance and help for this purpose. You must not do anything which will prejudice Our right. We can do this
  - i. without seeking Your consent,
  - ii. in Your name, and
  - iii. whether or not Your loss has been fully compensated.
- b. Any amount We recover from such person will be applied first to the costs of the legal proceedings and recovery, then to the claim amount We have paid or must pay to You. We will pay You any balance.
- c. You can start legal proceedings against any person who has caused the loss or damage only with Our prior consent, and on conditions that We will impose. You must not compromise or settle any claim against such person without Our consent. If You recover any amount from such person, You must  
  
return to Us the amount We have paid for Your claim. We can take over the conduct of legal proceedings that You have started and continue the proceedings in Your name.

## Clause H: Changes to covers

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

## Clause I. Waiver of Underinsurance

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

## Clause J. Other Details

### 1. Notices

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

### 2. Nomination for this Section

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

### 3. Applicable law and jurisdiction

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

### 4. Arbitration

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

## 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 Rs.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 Rs.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 Rs.20,000/- for any one policy period.

### 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 Rs.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.
- 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.



## Section V

### Animal Driven Cart

- A. The company will indemnify the insured against loss or damage to the cart by;
- accidental external means
  - fire, external explosion, lightning,
  - flood, cyclone, storm, inundation
  - burglary
  - riot, strike and malicious act
  - 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:

- Accidental death or Bodily Injury to another, and/or
- 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 Rs.20,000/- for any one policy period.

### Specific exclusions:

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

- Damage to pneumatic rubber tyres 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
- First Rs.100/- in respect of any loss or damage to the cart insured under this policy
- 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.
- Any accident, death, bodily injury, loss or damage caused by overloading, strain, mechanical failures or breakdown.
- Burglary or theft of any accessories affixed to the animal cart.
- Litigation costs incurred without Company's prior written consent
- Wear and tear, depreciation, any consequential loss
- Any claim arising out of any contractual liability
- Any loss or damage to the cart when it is driven under the influence of any intoxicating liquor or drugs.

### Basis of loss settlement:

- 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.
- 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.

## 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:

- 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.
- 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:
  - 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;
  - 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;
  - 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;
  - the use of 1 hand or 1 foot without Physical Separation, 50% of the Sum Insured per person;
- 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.

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 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 childbirth 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. 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 dependent.
  - 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 tyres, dies, moulds, blades, cutters, knives, or exchangeable tools, engraved or impression cylinders or rolls, objects made of glass, porcelain, ceramics, all operating media (e.g. lubrication oil, fuel, catalyst, refrigerant, dewatering), 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 hereinabove, the Company will pay only in such proportion as the Sum Insured bears to the amount required to be insured. Every item if more than one shall be subject to this Condition separately.
- 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; subject to applicable deductible if any.

## 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 Earpiece (i.e., both the Ear tag pieces must be in tagged and intact condition) or microchip. 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 stables 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

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

### Clause A. This Policy Cover and the Insurance Contract

1. **Your Policy:** This **Bharat Sookshma Udyam Suraksha Policy Cover** is a contract between You and Us as stated in the following:
  - i. This Policy document;
  - ii. The Policy Schedule attached to this Policy document;

- iii. Any Endorsement attached to and forming part of this Policy document;
- iv. Any Add-on to this Policy that You may have purchased from Us;
- v. The proposal and all declarations made by You or on Your behalf;

### 2. To whom this Policy Cover is issued and what it covers:

- i. This Policy Cover is issued to You and covers Your Insured Property relating to Your Business as mentioned in the Policy Schedule, where the total value at risk across all insurable asset classes at one location is not exceeding ₹5 Crore (Rupees Five Crore only) at the policy Commencement Date.

Provided, if the value at risk for all Insurable Assets exceeds ₹5 Crore during the Policy Period, this policy cover shall, on expiry, be replaced by the applicable policy cover.

- ii. If more than one person is insured under this policy cover, each of You is a joint policyholder. Any notice or letter We give to any of You will be considered as given to all of You. Any request, statement, representation, claim or action of any one of You will bind all of You as if made by all of You.
- iii. If You have mortgaged, pledged or hypothecated any Insured Property with a Bank, the Policy Schedule will show an 'Agreed Bank Clause' and the name of such Bank. The terms and conditions of this arrangement will be added to the Policy cover as an additional Clause.

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

- i. Your personal details,
- ii. the Policy Period,
- iii. the description of Your Insured Property,
- iv. the total Sum Insured, the Sum Insured for each cover, or for each block, set or category of Insured Property, and its limits and sub-limits for each and every location,
- v. the insurance covers You have purchased,
- vi. the premium You have paid for these insurance covers,
- vii. add-on covers opted by You,
- viii. other important and relevant aspects and information.



## Rural Package Policy - Retail

UIN: IRDAN108RP0012V03100001

4. **Special Meanings of Words:** Words stated in the table below have a special meaning throughout this Policy Cover and the Policy Schedule. These words with special meaning are stated in the Policy cover with the first letter in capitals.

Word/s	Specific meaning
<b>Agreed Value</b>	An amount agreed between You and Us at the Policy Commencement Date for items the value of which cannot be ascertained.
<b>Bank</b>	A bank or any financial institution
<b>Building</b>	Any building or structure in Your Premises, where You carry on Your Business. It includes: a. Basement (if any), all fixtures and fittings permanently attached to the floor, walls or roof like electrical wiring, antennas etc. b. The following 'additional structures' located on Your Premises and used for Your Business, that are shown in the Policy Schedule: i. garage, out-houses, security sheds, towers, verandah or porch, tanks, compound walls, retaining walls, fences, gates and internal roads, ii. lifts, hoists, iii. solar panels, wind turbines and air conditioning systems, central heating systems, security systems and cameras, electrical installations, fire alarm, fire sprinkler systems, power lines, power installations, iv. water, gas and sewage pipeline within Your premises or v. any other structure shown in the Policy Schedule
<b>Business</b>	Your commercial enterprise, trade or profession as shown in the Policy Schedule.
<b>Commencement Date</b>	It is the date and time from which the insurance cover under this Policy begins. It is shown in the Policy Schedule
<b>Contents</b>	Those articles or things in Your Premises that are not permanently attached or fixed to the structure of Your Premises.
<b>Endorsement</b>	A written amendment to the Policy cover that We make (additions, deletions, modifications, exclusions, or conditions of an insurance policy) which may change the terms or scope of the original policy.
<b>Excess</b>	It is the amount that You must bear in each and every claim before We become liable to pay.
<b>Insurable Assets</b>	All Buildings, Plant and Machinery, Furniture, Fixtures and Fittings, Stocks and other Contents which, for the purposes of Your Business on any one location, You own, or hold as tenant or occupant, or hold in trust or on commission, or are legally responsible for as part of Your trade, even if You have not taken insurance cover for any of them.
<b>Insured Property</b>	The Building, Plant and Machinery, Furniture, Fixture and Fittings, Stocks and any other Contents that are declared and insured by You under this Policy Cover, and are located in Your Premises unless specifically stated in this Policy. The Insured Property is shown in the Policy Schedule.
<b>Kutchha Construction</b>	Building(s) having walls and/or roofs of wooden planks/thatched leaves and/or grass/hay of any kind/ bamboo/plastic cloth/asphalt/canvas/tarpaulin and the like.
<b>Market Value</b>	Market Value means new Replacement/Reinstatement Value minus depreciation reckoned as on the date of loss.
<b>Money</b>	Cash, bank and currency notes, credit cards, telephone cards, cheques, crossed banker's drafts, postal orders, luncheon vouchers, current postage stamps, trading stamps, National Savings Certificates, Premium Bonds, credit sales vouchers or receipts, unexpired units in franking machines, gift tokens and consumer redemption vouchers belonging to You or for which You are responsible.
<b>Partial Loss</b>	Any loss other than Total Loss.
<b>Plant and Machinery</b>	All equipment, machinery, pipes and cables, spares, computers, servers and preloaded licensed system software located within any structure or in the open area of Your Premises. It includes i. machines under repair, ii. machines taken on hire or lease, or through any system of purchase of goods, iii. foundation, bedding or setting of the machines, or iv. accessories of machines.
<b>Policy Period</b>	Policy period means the period commencing from the effective date and time as shown in the Policy Schedule and terminating at Midnight on the expiry date as shown in the Policy Schedule or on the termination of or the cancellation of Insurance as provided for in <b>Clause G (III)</b> of this Policy Cover, whichever is earlier.
<b>Policy Schedule</b>	The document accompanying and forming part of the Policy that gives Your details and of Your insurance cover, as described in <b>Clause A (3)</b> of this Policy Cover.
<b>Premium</b>	The premium is the amount You pay Us for this insurance. The Policy Schedule shows the amount of premium for the Policy Period and all other taxes and levies.

## Rural Package Policy - Retail

UIN: IRDAN108RP0012V03100001

<b>Pucca Construction</b>	Construction other than Kutcha Construction.
<b>Reinstatement/Replacement</b>	Reinstatement/Replacement is defined as: i. the reconstruction of buildings or replacement of other property lost or destroyed. ii. the repair or partial replacement of property damaged. In either case, to a condition substantially the same as but were new on the date it is damaged or destroyed.
<b>Reinstatement/Replacement Value</b>	This is the amount at which the Insured Property can be reinstated or replaced by a similar property, without deducting depreciation, and to the extent required to bring that Property to a condition substantially the same as, but not superior, better or more extensive than its condition if it were new on the date it is damaged or destroyed.
<b>Stocks</b>	Any stock of goods or merchandise. It may be: i. Finished goods, semi-finished goods, stock in process, stock invoiced and ready for dispatch, ii. Raw materials, packing materials, or iii. Stock held in trust for which You are responsible. iv. Stock in Open in the Insured Premises
<b>Sum Insured</b>	The amount shown as Sum Insured in the Policy Schedule. It represents Our maximum liability for each cover or part of cover and for each loss, as applicable.
<b>Total Loss</b>	A situation where the Insured Property or item is completely destroyed, lost, or damaged beyond retrieval or repair, or the cost of repairing it is more than the Sum Insured of that item or in total.
<b>We, Us, Our, Insurer</b>	Tata AIG General Insurance Co. Ltd. Insurance Company that has provided Insurance Cover under this Policy Cover; of the Company
<b>You, Your, Insured</b>	The Insured Person/s, Company or other entity shown in the Policy Schedule who has/have purchased Insurance Cover under this Policy; of such Insured Person/s
<b>Your Premises</b>	The premises in which You carry on Business that is occupied by You for the purposes of Business declared to Us and is reflected in the Policy Schedule.

### Clause B. Insured Events

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

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

	<b>Column A</b>	<b>Column B</b>
	<b>We cover physical loss or damage, or destruction caused to the Insured Property by</b>	<b>We do not cover physical loss or damage, or destruction caused to the Insured Property by</b>
1	Fire, including due to its own Fermentation or natural heating or spontaneous combustion.	caused by a. its undergoing any heating or drying process, or b. burning of Insured Property by order of any Public Authority
2	Explosion or Implosion	caused to boilers, economizers or other vessels, machinery or apparatus in which steam is generated, or their contents, resulting from their own explosion or implosion, or b. caused by centrifugal forces
3	Lightning	-
4	Earthquake, volcanic eruption, or other convulsions of nature	-
5	Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Tsunami, Flood and Inundation,	-
6	Subsidence of the land on which Your Premises stand, Landslide, Rockslide	caused by a. normal cracking, settlement or bedding down of new structures, b. the settlement or movement of made up ground c. coastal or river erosion d. defective design or workmanship or use of defective materials, ore. demolition, construction, structural alterations or repair of any property, or groundworks or excavations
7	Bush fire, Forest fire, Jungle fire,	-

8	Impact damage of any kind, i.e., damage caused by impact of, or collision caused by any external physical object (e.g. vehicle, animal, falling trees, aircraft, wall etc.	a. caused by pressure waves caused by aircraft or other aerial or space devices travelling at sonic or supersonic speeds. B. caused by vehicle, animal or aircraft belonging to or owned by Insured or their employee while acting in the course of employment.
9	Missile testing operations	-
10	Riot, Strikes, Malicious Damages	caused by a. total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind, b. temporary or permanent dispossession, confiscation, commandeering, requisition or destruction by order of the government or any lawful authority, or c. temporary or permanent dispossession of any Building by unlawful occupation by any person.
11	Acts of terrorism (Coverage as per Terrorism Clause attached	Exclusions as per Terrorism Clause attached
12	Bursting or overflowing of water tanks, apparatus and pipes,	-
13	Leakage from automatic sprinkler installations.	a. repairs or alterations in the Building in which Your Business is located, b. repairs, removal or extension of any sprinkler installation, or c. defects in the construction known to You.
14	Theft within 7 (seven) days from the occurrence of proximately caused by any of the above Insured Events	If it is a. of any Article or thing outside Your Premises, or b. of any article or thing attached from the outside of the outer walls or the roof of Your Premises, unless securely mounted

## Clause C. The Standard Cover

### 1. What We cover:

We cover physical loss or damage, or destruction of any Insured Property because of any Insured Event stated in **Clause B** of this Policy Cover and subject to the exclusions stated in **Clause D** of this Policy Cover subject to all terms and conditions of this Policy Cover. We also give **In-built** Covers without charging additional premium which are stated in **Clause C (4)** of this Policy Cover.

### 2. Basis of Sum Insured:

- For Building, Plant and Machinery, Furniture, Fixture and Fittings and any other contents: **Reinstatement Value**
- For Stocks:
  - For raw material: landed cost at Your Premises.
  - For stock in process: input cost of the stock at the time of loss.
  - For finished stock: the manufacturing cost of the finished stock or the **Contract Price** of goods sold but not delivered and more precisely defined below.

**Contract Price** is in respect only of goods sold but not delivered, for which You are responsible and with regard to which under the conditions of the sale, the sale contract is cancelled by reason of any Damage insured under this Policy cover either wholly or to the extent of the Damage. The Company's liability shall be based on the Contract Price.

- Bullion or unset precious stones, any curios or works of art or obsolete machinery and the like are to be covered on Agreed Value basis subject to a valuation certificate being submitted and found acceptable by Us.

### 3. Restoration of Sum Insured:

Except as stated in Clause G (III) (3) (e) of this Policy Cover, the insurance cover will, at all times, be maintained during the Policy Period to the full extent of the respective Sum Insured. This means that after We have paid for any loss, the policy Cover shall be restored to the full original amount of Sum Insured. You must pay to Us proportionate premium for the unexpired Policy Period from the date of loss. We can also deduct this premium from the net claim that We must pay You.

Notwithstanding the above, the Sum Insured shall stand reduced by the amount of loss in case You, immediately on occurrence of loss, exercise Your option not to restore the Sum Insured.

### 4. In-Built Covers:

If We agree to pay Your claim for loss or damage to the Insured Property, We will also pay for the following loss or damage and expense

#### 4.1. Additions, alterations or extensions:

We cover Buildings, Plant, Machinery, and Furniture and Fittings, or other Contents which You will erect, or acquire, or for which You will become responsible, after the Commencement Date, in the Insured Premises. We will pay for that item as follows:

- i. You inform Us of the item so erected or acquired within 7 (seven) days of it becoming known to You,
- ii. such item of Property is not otherwise insured,
- iii. maximum limit under this cover is 15% (excluding stocks),
- iv. subject to Underinsurance provisions of Clause F of this Policy Cover.

#### 4.2. Stocks at many locations on floater basis:

We cover physical loss or damage to movable property in more than one location as follows:

- i. You have declared all locations, and these are shown in the Policy Schedule.
- ii. You have declared stocks as a single value reflecting the aggregate Sum Insured.
- iii. You have a good internal audit accounting procedure under which the total amount at risk and the locations can be established at any particular time.
- iv. You must inform Us of any change in the address of any location occurring after the Commencement Date.

#### 4.3. Temporary removal of stocks:

We cover stock temporarily removed to any other premises for the purposes of fabrication, processing or finishing, or other similar purposes subject to the following conditions:

- i. maximum cover will be 10% of the Sum Insured for Stock,
- ii. such stock is not otherwise insured.

#### 4.4. Cover for Specific Contents:

We cover the following, as applicable:

- a. Money for an amount not exceeding ₹50,000 (Rupees Fifty Thousand) during the policy period.
- b. Deeds, manuscripts and business books, plans, drawings, securities, obligations or documents of any kind, but only for the cost of the materials and clerical labour expended in reproducing such records for an amount not exceeding ₹50,000 (Rupees Fifty Thousand) during the policy period.
- c. Computer programmes, information and data but only for the cost of the materials and clerical labour expended in reproducing such records for an amount not exceeding ₹5 Lakh (Rupees Five Lakh) during the policy period.
- d. Employees', Directors', visitors' personal effects of every description (other than motor vehicles) for an amount not exceeding ₹15,000 (Rupees Fifteen

Thousand) per person for a maximum of 20 (twenty) persons during the policy period.

**4.5. Start-Up Expenses:** We cover start-up costs necessarily and reasonably incurred by the insured in respect of insured risk consequent upon a loss or damage covered by this policy cover for an amount not exceeding ₹1 Lakh (Rupees One Lakh) during the policy period.

**4.6. Professional fees:** We will pay the expenses that You incur towards reasonable fees of Architects, Surveyors and Consulting Engineers as follows:

- i. The fees are paid for preparing plans, specification tenders and quantities, and services in connection with the superintendence of the reinstatement of the Insured Building, Machinery, Accessories or Equipment;
- ii. The maximum We pay is 5 % of the claim amount;
- iii. We do not cover fees or costs for preparing any claim or estimate of loss or damage by the Insured Perils.

#### 4.7. Costs for removal of debris:

We will pay reasonable expenses You incur towards removal of debris of any Insured Property from Your Premises, and dismantling, demolishing, shoring up or propping up of Insured Building or Machinery. The maximum We pay is 2 % of the claim amount.

#### 4.8. Costs compelled by Municipal Regulations:

We pay such additional cost of reconstruction or reinstatement of the Insured Property that is incurred solely because You must comply with any regulations or bye-laws of any municipal or local authority, or any provision of any State or Central Act, Rules or regulations. The total amount recoverable under any item of the policy shall not exceed the sum insured thereby. We cover these costs on the following conditions:

- i. You must commence the repairs, or reconstruction or reinstatement of the Insured Property, within a reasonable time after the date of damage or destruction. You must complete the repairs, reconstruction or reinstatement within reasonable time, in any case not beyond 12 months from the date of damage or destruction, or within such time as We may allow in writing.
- ii. If Our Liability is reduced under any term or condition of this Policy Cover, Our liability under this extension will also be proportionately reduced.
- iii. All other terms and conditions of this Policy Cover will apply to this extension.
- iv. These costs will not include
  - a. the costs incurred for complying with such regulations,

- for destruction or damage occurring before Commencement Date,
  - for destruction or damage not insured under this Policy cover,
  - under which You have received notice before the destruction or damage occurred.
- b. any additional cost required to repair or reconstruct the Insured Property to a condition equal to its condition when new, had the need to comply with the regulation not arisen.
- c. the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the Insured Property or by the owner thereof by reason of compliance with any of the aforesaid regulations or bye-laws.
8. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component that is part of it.
9. Pollution or contamination, unless
- i. the pollution or contamination itself has resulted from an Insured Event, in which case only physical damage to the Insured Property is covered, or
  - ii. an Insured Event itself results from pollution or contamination.
10. Loss, destruction or damage to bullion or unset precious stones, any curios or works of art unless such amount is declared separately and recorded in the Policy Schedule.
11. Loss of any Insured Property which is missing or has been mislaid, or its disappearance cannot be linked to any single identifiable Insured Event.
12. Loss or damage to any Insured Property removed from Your Premises to any other place, except
- i. machinery and equipment temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding 60 days,
  - ii. Stock covered under **Clause (C) (4.3)** of this Policy cover -.

## Clause D. Exclusions, that is, what We do not cover

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

1. i. Excess of ₹5,000 (Rupees Five Thousand) for each claim. This means that We will deduct ₹5000 (Rupees Five Thousand) for each and every loss suffered by You under the terms of this policy Cover.
- ii. For terrorism risk the Excess shall be as per the clause attached to this policy Cover.
2. Your deliberate, wilful or intentional act or omission, or of anyone on Your behalf, or with Your connivance.
3. Loss, damage or destruction to any electrical/electronic machine, apparatus, fixture, or fitting by over-running, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity from whatever cause (lightning included). This exclusion applies only to the particular machine so lost, damaged or destroyed. However, any ensuing loss or damage to other insured property due to operation of an insured peril is covered.
4. Loss, destruction or damage to the stocks in cold storage premises caused by change of temperature.
5. Loss, or damage by spoilage resulting from the retardation or interruption or cessation of any process or operation caused by operation of any of the Insured Events.
6. Your Premises or any Insured Building remaining continuously unoccupied for a period of more than 30 days, unless You have obtained prior written approval from Us and such approval is recorded as an endorsement on the Policy Cover.
7. War, invasion, act of foreign enemy hostilities or war-like operations (whether war is declared or not), civil

13. Any reduction in market value of any Insured Property after its repair or reinstatement.
14. Loss or damage to any Insured Property or any claim which is covered by a marine policy in force at the time of loss or damage, except in excess of the limits of that policy.
15. Any consequential or indirect loss or damage of any description, i.e. losses or extra costs (financial or non-financial) that follow or are a consequence of an Insured Event, like, loss by delay, loss of income or wages or earnings, or of market, or of time, medical expenses, or any costs not covered by this Policy.
16. Costs, fees or expenses for preparing any claim.

## Clause E. What We Pay

If any Insured Property is physically damaged, lost or destroyed, We will pay You as follows:

1. Partial Loss:
  - i. If any Insured Property is a Partial Loss, We will reimburse to You the cost of repairs to the extent required to bring that Property to a condition



substantially the same as,

but not superior, better or more extensive than its condition if it were new on the date it was damaged.

- ii. If any Insured Stock is a Partial Loss, We will pay You to the extent of the loss of such Partial Loss.
2. If Building or Plant and Machinery or Furniture, Fixture, Fittings is a **Total Loss**, We will pay You for
  - i. The Reinstatement/Replacement Value of the Building or Plant and Machinery or Furniture, Fixture, Fittings.
  - ii. Reconstruction of the new building on the same site, or another site. If You reconstruct the new Building or Reinstatement the Plant and Machinery or Furniture, Fixture, Fittings on another site We will not pay You more than what We would pay to reconstruct or replace on the same site.
  - iii. Reinstatement using standard material readily available and in common use for similar type of Building.
3. If the Stock is a **Total Loss**, We will pay You as follows:
  - i. landed cost at Your Premises for Stock of raw materials,
  - ii. total manufacturing cost for Stock of finished goods,
  - iii. the input value of Stock in process at the time of loss,
  - iv. The Contract Price in case of goods sold but not dispatched and lying within Your premises for which You are responsible under the terms of a contract of sale. We will pay Your claim on the basis of the Contract Price, if the sale is cancelled wholly or to the extent of loss or damage caused by an Insured Event covered by this Policy cover. For the purposes of this para, the value of all goods to which this basis of settlement could apply in the event of loss or damage will also be ascertained on the same basis.
4. You must commence the repairs or Reinstatement within a reasonable time after the date of the damage or destruction. You must complete the repairs or Reinstatement within reasonable time, in any case not beyond 12 months from the date of damage or destruction, or within such time as We may allow in writing.
5. If You fail to start the work of the repairs or Reinstatement within reasonable time, or to complete the repairs or Reinstatement within time We will pay Your claim based on the Market Value of the Building, Plant and Machinery, Furniture, Fixture, Fittings as the case maybe.
6. We will pay the Market Value of the Building, Plant and Machinery, Furniture, Fixture and Fittings at the time

it is a Total Loss, but not more than the relevant Sum Insured,

- i. If the Building cannot be Reinstated or rebuilt due to Municipal, State or Central law, rules, regulations or byelaws,
  - ii. If You do not wish to Reinstatement the Building, Plant and Machinery, Furniture, Fixture, Fittings.
7. We will also pay other amounts mentioned in **Clause C (4)** of this Policy Cover.

**NOTE: In any claim, We will not pay more than the relevant Sum Insured, subject to Underinsurance as stated in Clause F of this Policy cover.**

## Clause F. Underinsurance

1. The Sum Insured for each item of Insured Property must be sufficient to pay for Reinstatement/Replacement of that Property on the date of loss. If the Reinstatement/Replacement Value of the Insured Property, in totality, including additions, alterations, erections and new acquisitions, is more than the Sum Insured, except to the extent waived in **Clause F (3)** of this Policy Cover, it amounts to underinsurance, and will reduce proportionate to the difference from the amount that We will pay for Your claim.
2. Every item of Insured Property is subject to this condition separately.
3. Under this **Bharat Sookshma Udyam Suraksha Cover**, We will waive underinsurance upto 15%.
4. If at the time of damage, the Sum Insured applicable to the relevant Buildings, Plant and Machinery, Furniture, Fixture, Fittings, Stocks and other Contents is less than 85% of the value of Insurable Assets You will be responsible for the difference and You will bear a proportionate share of the loss.
5. Underinsurance will not apply to **Cover for Specific Contents**.

**Note: The cost for Reinstatement of additions made to Insured Property during the Policy Period will be reckoned from the date of addition.**

## Clause G. Conditions

### I) Your Obligations

1. **Make true and full disclosure in the proposal and related documents**
  - i. You have a duty of disclosure to tell Us everything You know, or could reasonably be expected to know, that is relevant to Us for deciding whether to give You insurance cover and on what terms. You owe this duty to disclose such relevant material information even if We have not specifically asked for it. This duty extends to any information or

declarations given by anyone else on Your behalf.

- ii. We have agreed to give You insurance cover entirely on the basis of the information You, or anyone on Your behalf, have given Us in the proposal, statements and other declarations and documents (in writing or electronic) about Yourself, the Building, Plant and Machinery, Furniture, Fixture, Fittings, Stocks and other Contents. The correct and complete information You give is the basis of Our contract with You. Our promise to pay is conditional upon the truth of these statements and on the assumption that You, or anyone on Your behalf, has not withheld any material information about Yourself, the Building, Plant and Machinery, Furniture, Fixture, Fittings, Stocks and other Contents.

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

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

## 3. Obligation to take care: You must:

- i. ensure that unauthorised persons do not occupy Your Premises.
- ii. whenever Your Premises or any Building in Your Premises is unoccupied, You must ensure that all security procedures on Your Premises are in force.

## 4. Inform change in circumstances:

You must inform Us immediately if:

- i. You change the nature of Your Business or any processes,
- ii. You let out Your Premises or any part, or Your Premises will no longer be solely occupied by You,
- iii. You change the use of Your Premises or any Building, or
- iv. Your Premises or any Building remains unoccupied for more than 30 days.

## 5. Allow inspection and investigation of claim

You must allow and give full cooperation to the survey/ investigation of Your claim by Us. You must allow Us, and any surveyor, officer or other representative that We authorize, to enter Your Premises, inspect it, take photographs and where required permit the scientific testing and investigation of any insured article affected by an insured peril. You must answer all questions asked regarding Your claim truthfully and completely and submit all relevant documents that We will require.

## 6. Follow claim procedure

When You suffer any loss or damage to any Insured Property, and wish to make a claim, You must follow all steps stated in this Policy about immediate reporting to Us and to the appropriate Legal Authorities as per **Clause G (IV)** of this Policy Cover.

## II) Renewal of Policy Cover

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

## III) Cancellation and termination of Policy Cover

### 1. Cancellation by You at any time

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

Time for which Policy in force	Refund of Premium
For a period not exceeding 15 days	90% of the Annual rate
For a period not exceeding 1 month	85% of the Annual rate
For a period not exceeding 2 months	70% of the Annual rate
For a period not exceeding 3 months	60% of the Annual rate
For a period not exceeding 4 months	50% of the Annual rate
For a period not exceeding 5 months	40% of the Annual rate
For a period not exceeding 6 months	30% of the Annual rate
For a period not exceeding 7 months	25% of the Annual rate
For a period not exceeding 8 months	20% of the Annual rate
For a period not exceeding 9 months	15% of the Annual rate
For a period exceeding 9 months	No refund

## 2. Cancellation by Us

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

## 3. Automatic termination of the Policy cover:

This Policy will automatically end in the following cases:

- a. **Destruction of any Insured Building:** This Policy Cover will automatically end 7 days after any Insured Building collapses or is displaced or destroyed by reason other than any Insured Event. If a separable part of any Insured Building falls down or is destroyed by reason other than any Insured Event, the cover will end for such part or additional structure.
- b. You can apply within 7 (seven) days of such fall or destruction for continuing insurance cover. We may agree, but will not be bound, to continue the cover on revised rates, terms and conditions.
- c. **Change of use or ownership of Insured Property:** The Policy Cover will end in regard to the Insured Property affected, unless You have obtained Our prior consent in writing as an Endorsement on the Policy,
  - i. if You change the trade or manufacture, or the nature of Your occupation, or You change other circumstances relating to the Building or a building containing any Insured Property in such a way as to increase the risk of loss or damage by Insured Events;
  - ii. if Your interest in any Insured Property passes to another except by will or operation of law.
- d. **Sale of Insured Property:** This Policy cover will end when You sell, surrender or release Your interest in any Insured Property or its part.
- e. **Exhaustion of Sum Insured:** If any Insured Property is lost, destroyed or stolen, or is a Total Loss, and We pay You the full Sum Insured for such item, the insurance cover for that item will automatically end. If We pay the total Sum Insured for any claim, this Policy cover will end.
- f. **Effect of death:** If You are an individual, in the event of Your unfortunate death, the Insurance Covers that You have purchased will continue for the benefit of Your legal representative/s during the Policy Period subject to all the terms and conditions of this Policy cover.
- g. **Policy cover not invalidated:** The Policy is not invalidated:
  - i. by transfer of Your interest in the Policy cover

by operation of law, if that occurs during the Policy Period. We can continue this policy cover on same or modified terms in favour of Your legal representatives if they apply for this purpose within 30 days of such transfer.

- ii. by any act, omission, or alteration unknown to You, or beyond Your control, that increases the risk of loss or damage, if You give notice to Us immediately when You become aware of the act, omission or alteration, and pay additional premium if required; or
- iii. if Your employees or workmen carry out repairs, maintenance work or minor alterations in the Insured Property.

## (IV) Claims Procedure

If You suffer a loss because of an Insured Event, You must make a claim for Your financial loss at Your cost.

The procedure for making a claim is given below. These include things that **You must do**, and that **You must not do**. It is important to comply with these to ensure that it does not prejudice Your claim in any manner.

### 1. Immediate notice to Us

- a. As soon as any loss or physical damage occurs to any Insured Property due to an Insured Event, You must immediately give notice to Us of the loss or damage. This is necessary so that We can survey/ investigate the loss or damage.
- b. You can give notice to any of Our offices or call centers.
- c. You must state in this notice
  - i. the Policy Number,
  - ii. Your name,
  - iii. details of report to the police that You made,
  - iv. details of report to any authority that You made,
  - v. details of the Insured Event
  - vi. a brief statement of the loss,
  - vii. particulars of any other insurance of the Insured Property, Your Premises or any other Property on Your Premises.
  - viii. details of loss or damage under Add-ons, if any, and
  - ix. submit photographs of loss or physical damage, wherever possible.

### 2. Steps to prevent loss and damage

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

### 3. Immediate notice to authorities

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

### 4. Submit claim

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

### 5. Establish loss

You must prove that the Insured Event has occurred, and the extent of loss or physical damage You have suffered with full details.

- i. You must support Your claim for Insured Property with Plans, specification books, vouchers, invoices pertaining to costs incurred by You for reconstruction/replacement/repairs.
- ii. You must allow Us, Our officers, surveyors or representatives to inspect the Insured Property, and to take measurements, samples, damaged items or parts, and photographs that are relevant.
- iii. You must give Us authority to see the relevant records and get information about the Event and Your loss from the police or any other authority.
- iv. You must give Us, when We request, any additional information that We require for verifying Your claim.

### 6. Fraudulent claim

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

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

### 7. Other insurance

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

### 8. Our rights relating to Insured Property

- i. We must investigate/survey to confirm that Your claim is covered by this Policy cover. For this purpose, We will give You notice and request Your cooperation as follows:



- a. We and Our representatives will visit Your Premises and inspect the Insured Property,
  - b. We will ask You to give to Us any items of the Contents of Your Premises, and hold it with Us for the purposes of examination, testing, or any other investigation, or
  - c. We will dispose of or deal with or sell any item of the Contents of Your Premises for which loss We have paid completely.
- ii. We will ensure that Our actions will not impose any liability on You.

## 9. Recovery action by Us

- i. When We accept and pay Your claim under the Policy cover, We can start legal proceedings to recover the amount or property from the third party who has caused the loss or damage to the Insured Property. You must give authority to Us to take such action and exercise this right effectively, when We request You, whether before or after making payment of Your claim. You must give all information, cooperation, assistance and help for this purpose. You must not do anything which will prejudice Our right.
- ii. Any amount We recover from such person will be applied first to the costs of the legal proceedings and recovery, then to the claim amount We have paid or must pay to You. We will pay You any balance.
- iii. You can start legal proceedings against any person who has caused the loss or damage only with Our prior consent, and on conditions that We will impose. You must not compromise or settle any claim against such person without Our consent. If You recover any amount from such person, You must return to Us the amount We have paid for Your claim. We can take over the conduct of legal proceedings that You have started and continue the proceedings in Your name.

## Clause H. Changes to covers

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

## Clause I. Other details

### 1. Designation of Insured Property

For the purpose of determining under which item any Property is insured, We agree to accept the designation

under which such Property appears in Your books of account.

## 2. Notices

- i. We will send any notice, letter or communication in writing to You at Your address mentioned in the Policy Schedule, and to Your email address that You have registered with Us.
- ii. You will send any notice, letter, intimation or communication in writing to Us at the branch office where You purchased the Policy. You can also send it at the address mentioned in the Policy Schedule. You shall not send any notice etc. to the insurance agent, broker or any other entity. They are not authorised to receive notices etc. on Our behalf.

### iii. Applicable law and jurisdiction

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

### iv. Arbitration

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

## Grievances:

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

### 1. Our Grievance Redressal Officer

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

Customer Support, Tata AIG General Insurance Co. Ltd., A&H Claims Department

7th and 8th Floor, Romell Tech Park, Cama Industrial Estate, Western Express Highway, Goregaon(E), Mumbai, Maharashtra 400063

Visit the Servicing Branch mentioned in the policy document



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## Nodal Officer

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

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

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

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

## 2. Consumer Affairs Department of IRDAI

- In case it is not resolved within 15 days or if You are unhappy with the resolution You can approach the Grievance Redressal Cell of the Consumer Affairs Department of

IRDAI by calling Toll Free Number 155255 (or) 1800 4254 732 or sending an email to [complaints@irdai](mailto:complaints@irdai).

[gov.in](http://gov.in). You can also make use of IRDAI's online portal

- Integrated Grievance Management System (IGMS) by registering Your complaint at [igms.irda.gov.in](http://igms.irda.gov.in).
- b. You can send a letter to IRDAI with Your complaint on a Complaint Registration Form available by clicking here <https://www.policyholder.gov.in/uploads/CEDocuments/complaintform.pdf>. You must fill and send the Complaint Registration Form along with any documents by post or courier to General Manager, Insurance Regulatory and Development Authority of India (IRDAI), Consumer Affairs

Department- Grievance Redressal Cell, Sy.No.115/1, Financial District, Nanakramguda, Gachibowli, Hyderabad-500032.

You can visit the portal <http://www.policyholder.gov.in> for more details.

## 3. Insurance Ombudsman

You can approach the Insurance Ombudsman, depending on the nature of Your grievance and the financial implications, if any. Information about Insurance Ombudsmen, their jurisdiction and powers is available on the website of the Insurance Regulatory and Development Authority of India (IRDAI) at [www.irdai.gov.in](http://www.irdai.gov.in), or of the General Insurance Council at [www.generalinsurancecouncil.org.in](http://www.generalinsurancecouncil.org.in), the Consumer Education Website of the IRDAI at <http://www.policyholder.gov.in>, or from any of Our Offices.

**Note:** Given below are details of the Insurance Ombudsman located at various centers

## INSURANCE OMBUDSMAN CENTRES

SN	Centre	Address & Contact
1	Ahmedabad	Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: <a href="mailto:bimalokpal.ahmedabad@cioins.co.in">bimalokpal.ahmedabad@cioins.co.in</a>
2	Bengaluru	Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: <a href="mailto:bimalokpal.bengaluru@cioins.co.in">bimalokpal.bengaluru@cioins.co.in</a>
3	Bhopal	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Email: <a href="mailto:bimalokpal.bhopal@cioins.co.in">bimalokpal.bhopal@cioins.co.in</a>
4	Bhubaneswar	Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 /2596455 Email: <a href="mailto:bimalokpal.bhubaneswar@cioins.co.in">bimalokpal.bhubaneswar@cioins.co.in</a>

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SN	Centre	Address & Contact
5	Chandigarh	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Email: bimalokpal.chandigarh@cioins.co.in
6	Chennai	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Email: bimalokpal.chennai@cioins.co.in
7	New Delhi	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@cioins.co.in
8	Guwahati	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in
9	Hyderabad	Office of the Insurance Ombudsman, 6-2-46, 1st floor, “Moin Court”, Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 Email: bimalokpal.hyderabad@cioins.co.in
10	Jaipur	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@cioins.co.in
11	Ernakulam	Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Email: bimalokpal.ernakulam@cioins.co.in
12	Kolkata	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 7th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Email: bimalokpal.kolkata@cioins.co.in
13	Lucknow	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Email: bimalokpal.lucknow@cioins.co.in
14	Mumbai	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 69038821/23/24/25/26/ 27/28/28/29/30/31 Email: bimalokpal.mumbai@cioins.co.in
15	Noida	Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in

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SN	Centre	Address & Contact
16	Patna	Office of the Insurance Ombudsman, 2nd Floor, North wing, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in
17	Pune	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@cioins.co.in